2019 Multifamily Uniform Application Certification

Development Name: 2222 Pierce

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 affirming that all statements and representations made in this certification and application, including all supporting materials, are true and correct under penalty of law, including Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. Applicant is also affirming understanding of 10 TAC §11.1(g) 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.

Houston 2222 Pierce Housing, LP

By:

Signature of Authorized Representative

Christopher A. Akbari

Printed Name

Authorized Representative

Title

Date

Sworn to and subscribed before me on the day of February, 2019

by Christopher A. Akbari

(Personalized Seal)

TEIDRA RASHAWN HINES-LUCAS
Notary Public, State of Texas
Comm. Expires 06-23-2022
Notary ID 129862399
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:

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<thead>
<tr>
<th>Board Meeting Date:</th>
<th>75 Day Deadline:</th>
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<tr>
<td>January 17, 2019</td>
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<td>July 11, 2019</td>
<td>April 26, 2019</td>
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</table>
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

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

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

- [x] 10 TAC §11.101(a)(2) - Undesirable Site Features
- [x] 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)(I) 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)

_____ 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;

X _____ 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);

X _____ 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;

X _____ 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.
2019 REVISED Development Owner's Certification

By:

____________________________
Signature

Christopher A. Akbari
Printed Name

Authorized Representative

Title

01/18/19
Date

THE STATE OF Texas §

COUNTY OF Harris §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of February 2019

[Seal]

Teidra Rashawn Hines-Lucas
Notary Public, State of Texas
Comm. Expiration 06-23-2022
Notary ID 729862399

[Signature]

Notary Public Signature

February 13, 2019
Neighborhood Risk Factors Report Packet

The purpose of the packet is to formalize the process in which neighborhood risk factors (“NRF”) are disclosed and the NRF Report is submitted pursuant to 10 TAC §11.101(a)(3) of the Qualified Allocation Plan (“QAP”). The packet may be submitted at pre-application (if applicable per 10 TAC §11.8(b) relating to Pre-Application Requirements) or at Application. Applicants who wish to submit a request for pre-determination prior to pre-application or Application are advised to review 10 TAC §11.101(a)(3) for additional guidance. Termination due to an Applicant’s own non-disclosure is not appealable as such appeal is in direct conflict with certifications made in the Application and within the control of the Applicant.

Pursuant to 10 TAC §11.8(b), related to Pre-application Participation, the competitive HTC pre-application must identify neighborhood risk factors related to crime and schools.

☐ Pre-application Disclosure: Pre-application # ______ Development Name ______
☒ Application Disclosure: Application # 19299 Development Name 2222 Pierce

My Development Site includes the following neighborhood risk factor(s) (Check all that apply):

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

☒ Development Site is located in a census tract (or 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 crime is greater than 18 per 1,000 persons annually as reported on https://www.neighborhoodscout.com/.

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

☐ Development Site is located within the attendance zones of an elementary school, a middle school, or a high school that does not have a Met Standard rating by the Texas Education Agency, based on the 2018 Accountability Ratings (unless the school is “Not Rated” because it meets the TEA Hurricane Harvey Provision, in which case the 2017 rating will apply).
Neighborhood Risk Factors Report:

I have submitted information for the items listed below, or such other mitigation as the Applicant determines appropriate to support a Board determination that the proposed Development Site should be found eligible, as such information might be considered to pertain to the neighborhood risk factor(s) disclosed, pursuant to 10 TAC §11.101(a)(3)(C) of the QAP. Such information is included behind this page.

☒ Determination regarding neighborhood boundaries;

☒ Assessment of general land use in the neighborhood;

☒ Assessment concerning any of the features of the neighborhood risk factors present in the neighborhood, regardless of whether they are within the specified distances referenced in 10 TAC §11.101(a)(2);

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

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

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

N/A Assessment, for the previous two academic years, of school performance for each of the schools in the attendance zone containing the Development that did not achieve the Met Standard rating for 2018 (unless the school is “Not Rated” because it meets the TEA Hurricane Harvey Provision, in which case the 2017 rating will apply), that includes the TEA Accountability Rating Report, a discussion of performance indicators and what progress has been made over the prior year, and the campus improvement plan in effect. If there is an update to the plan that shows progress made under the plan, provide the update. If no update is available, provide information from a school official that speaks to progress made under the plan as indicated in 10 TAC §11.101(a)(3)(D)(iv); and

☐ Additional information, if requested by the Department.

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

☐ I have provided information regarding mitigation of the above-mentioned neighborhood risk factors, as applicable, behind this page, along with a summary narrative describing how the information presented meets the requirements of 10 TAC §11.101(a)(3)(D) of the QAP, or;

Waiver of the Neighborhood Risk Factor(s):

☐ I am requesting a waiver of the presence of the above-mentioned neighborhood risk factors, as applicable, pursuant to 10 TAC §11.101(a)(3)(E) of the QAP, on the basis that the Development is necessary to enable the state, a participating jurisdiction, or an entitlement community to comply with its obligation to affirmatively further fair housing, a HUD approved Conciliation Agreement, or a final and non-appealable court order. Documentation to that effect is included herein with the disclosure and waiver request.

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

Department Contacts:

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

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

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

How to Submit the NRF Report Packet:

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

  Or

- Include the packet behind tab 2 of the Uniform Multifamily Application.
Neighborhood Risk Factors Report and Disclosure

2222 Pierce is located in Houston’s Third Ward, an area designated as one of the City of Houston's Complete Communities. The development site is located just outside Houston's Central Business District, in an area experiencing rapid growth. Revitalization is now well underway in the area, however multiple blighted structures still exist within 1000 feet of the proposed 2222 Pierce development. As required by 10 TAC §11.101(a)(3) of the Qualified Action Plan, the applicant is disclosing the presence of the Neighborhood Risk Factors, providing evidence of mitigation, and requesting a finding of eligibility. The request for a finding of eligibility is based on the development site’s achievement of the following goals of 10 TAC §11.101(a)(3)(E):

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

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

As mentioned, 2222 Pierce is located in the Greater Third Ward, an area in which a concerted revitalization plan is in place and gentrification is already proving rapid transformation of the area. The existing 1.95-acre development site is currently vacant land that is an underutilized real estate asset. The site will make way for the new development and bring higher value to the site. Other private investment has taken place just south and east of the subject site with the removal of blighted structures with the current development of single family home communities. Infrastructure, streetscape improvement, as well as completion of the Metrorail transit line are examples of public investment dollars that have been injected into the area. In addition to the concerted revitalization plan, the City of Houston and Mayor Turner has recently designated the area as a complete community, with the goal of providing City support across various departments in collaboration with residents to identify projects and implement strategies to further accelerate development in the area. The public and private efforts listed above and those listed further in the report show a positive trend and continued improvement in the area that make this community, in fact, a desirable area to live.

Determination Regarding Neighborhood Boundaries

2222 Pierce is located at 2222 Pierce Street, Houston, Texas 77003. The site is located in Super Neighborhood 67, the Greater Third Ward. The neighborhood is generally bounded by I-45 to the north, I-69 to the west, and Wheeler Street to the South, and the HB&T railroad line to the east. The total area is approximately 1,851 acres or 2.89 square miles. Attached as Exhibit A is a map that outlines the boundaries of the Greater Third Ward community.

Assessment of General Land Use in the Neighborhood

Greater Third Ward consists of a number of land uses including single family residential, multifamily, commercial, industrial, public and institutional, parks and open space, and transportation. Single family residential is spread throughout the central to eastern portions of the Super neighborhood. Commercial development is limited and is spread sporadically throughout the neighborhood and not defined to any of the major corridors. The largest land use in the area is Public and Institutional as both the University of Houston and Texas Southern University campuses are located within the Greater Third Ward community.
Attached as **Exhibit B** is a map that outlines land use designations.

**Assessment of Neighborhood Risk Factors**

2222 Pierce has two Neighborhood Risk factors that affect the development site. The Development Site is located in a census tract where the rate of Part I violent crime is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com. In addition, The Development Site is located within 1,000 feet (measured from nearest boundary of the Site to the nearest boundary of blighted structure) of multiple vacant structures that have fallen into such significant disrepair, overgrowth, and/or vandalism that they would commonly be regarded as blighted or abandoned.

**Assessment of the Number of Existing Affordable Rental Units in PMA**

The primary market area for 2222 Pierce includes 24 census tracts and covers a total of 19.642 square miles, see **Exhibit C**. According to CoStar.com, there are Fourteen (14) tax credit developments in the Primary Market Area. **Exhibit D** shows the list of rental properties with the number of units, type, occupancy, size, and year of completion where available.

**Assessment of Household Incomes in Census Tract**

The development site is located in census tract 48201312300, a 4th Quartile tract with 38.8% poverty and a median income of $37,185. The area median household income for the Houston MSA is estimated to be $74,900 (TDHCA Rent Income Limits). The table below shows the percentage of incomes equal to or above the Houston MSA from 2013-2017. The data is pulled from the American Factfinder General Economic Characteristics Report (2013-2017 ACS, DPO3).

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<td>$75,000-$99,000</td>
<td>4.9%</td>
<td>5.6%</td>
<td>5.7%</td>
<td>5.2%</td>
<td>3.3%</td>
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<tr>
<td>$100,000-$149,000</td>
<td>8.4%</td>
<td>9.6%</td>
<td>8.4%</td>
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<td>7.1%</td>
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<tr>
<td>$150,000-$199,000</td>
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<td>3.1%</td>
<td>1.3%</td>
<td>1.2%</td>
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<tr>
<td>$200,000 or more</td>
<td>1.6%</td>
<td>2.4%</td>
<td>1.7%</td>
<td>1.3%</td>
<td>1.1%</td>
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The percentage of households in the census tract with incomes equal or above 74,900 is approximately 21.7% as of the most current census data from 2017.

**Assessment of Market Rate Multifamily Units**

According to Costar.com, there are approximately 61 Market rate apartment located in the PMA. Attached as **Exhibit E** is a table below showing the market rate units, their current rents, and vacancy levels.

The closest development to the proposed 2222 Pierce and within the Greater Third Ward community is 3800 Canfield, approximately 1-mile south. The complex was constructed in 1958 and is similar in age to the limited supply of multifamily properties in the Third Ward community. The majority of the newer multifamily is located on the west side of HWY 59 in Midtown and Downtown, and north of Interstate 45 in East downtown and the East End. The most recent construction completion in the area is Catalina Village, 288-unit property located at 3560 Dixie Drive Houston TX, 77021 and built in 2012. Prior to this development, there had been no other market rate apartments constructed in over 40 years.
Assessment of School Performance

The 2222 Peirce development site is zoned to Blackshear Elementary, Cullen Middle School, and Yates High School. Both Blackshear and Cullen achieved a Texas Education Agency (TEA) accountability rating of MET Standard in 2018. Yates High School was not rated for 2018 due to the Hurricane Harvey provision however achieved a MET standard in 2017. The TEA Accountability reports for 2018 and 2017 are attached for all three schools as Exhibit F.

Evidence of Mitigation

Blight

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

Public and Private Investment

- OST/Almeda TIRZ #7 (TIRZ 7) has invested significant capital to completely revitalize Emancipation Park. This project added an entry building, large fitness center, splash-ground, playground, picnic area, ball field, pool, basketball courts, walking trail, and gardens.
- The Greater Third Ward area is benefitting from the “Main Street” plan developed and implemented by the Emancipation Economic Development Council (EEDC), a collaboration of faith-based organizations, non-profits, Houston Endowment, Kinder Foundation, the City of Houston, small businesses, residents, and anchor institutions University of Houston and Texas Southern University. The EEDC’s plan for the Emancipation Avenue corridor includes the addition of new micro businesses, a parking district plan, and revitalization items such as safe lighting and sidewalks. Another central component of the EEDC’s plan for the area is to promote permanent and affordable housing, increasing community ownership and housing choices for traditional area residents. The group is working to create a social safety net and showcase local arts and African American culture.
- The EEDC currently leads a monthly pop-up neighborhood market, featuring family-friendly fun with shopping, food, and live music, all in the heart of Third Ward. This is an ongoing effort to increase vibrancy within the area.
- With the aid of the EEDC, the Northern Third Ward Consortium (NTWC) has also brought life in the area. The NTWC has worked with Wells Fargo and Houston City Council Member Dwight Boykins to implement revitalization efforts of Northern Emancipation Avenue.
- City transportation plans will also benefit the area. A city-wide transportation plan includes landscaping of Highway 288 nearby the Development Site. The completed Historic Emancipation Avenue reconstruction project includes major roadway improvements with signalized intersections, public utilities, enhanced sidewalks and streetlights, public utilities, and streetscape with public art.
Local Agency Partnership and Action Plans

In addition to public and private investment in new construction, comprehensive community plans have been established in the area to improve the overall condition of the neighborhood. In April of 2017, the City of Houston and Mayor Turner announced their complete communities initiative in the Third Ward, a program aimed at creating a complete, sustainable community by working alongside community partners to focus city resources toward very specific projects. Third Ward has already begun their planning process and has an Action Plan in place to jumpstart the initiative. The Third Ward Action Plan identifies 27 goals and 77 projects, organized into nine focus areas, to work towards a Complete Community. The City will explore public-private partnerships and private investment in these projects, where appropriate, to help build local capacity and to promote sustainability. The complete community action plan table is attached as Exhibit G.

Crime

According to neighborhoodscouts.com, the rate of Part 1 violent crime for census tract 48201312300 is greater than 18 per 1,000 persons (annually). However, based on our analysis, we have determined there is a downward trend. During the terms of June 2016 – May 2017, the total number of crimes in the area was 416, but during the terms of June 2017 – May 2018, the total number of crimes decreased to 394, thus proving the downward trend. (HPD Monthly Crime Data by Street and Police Beat).

The Development Site is encompassed by Beat 10H70. The boundary of this beat begins at the intersection of I-59 and I-45 and goes southeast on I-45 to HB&T railroad. I-45 is the responsibility of 10H20 and 10H30. The boundary follows the HB&T railroad to its intersection with Brays Bayou. It turns west along the Bayou to Martin Luther King Boulevard. It turns northwest along Martin Luther King which is in 10H50’s beat to the intersection with Wheeler. At Wheeler, the boundary turns west and goes to Scott. It follows Scott two blocks north to Cleburne. Wheeler and Scott are the responsibility of 10H50. The boundary follows Cleburne to I-288. Cleburne is also the responsibility of 10H50. It turns north on I-288 to I-59 and continues north on I-59 to the intersection with I-45 which is where it begins. Highway 288 is the responsibility of 10H70; I-59 is the responsibility of 10H50. Exhibit H shows a visual representation of the boundaries the Beat encompasses.

Ongoing efforts are being made to continue the downward trend in violent crime. University of Houston has partnered with city officials to start the Third Ward Initiative, which aims to meet community needs and decrease crime by utilizing the University’s resources.
Description
Greater Third Ward is the home of some of the most important institutions in Houston’s African-American community, including Texas Southern University, Riverside Hospital, and dozens of prominent churches. Originally a small community of shotgun style houses and modest frame homes, over time the area called Third Ward expanded to the south into neighborhoods such as Washington Terrace. By the mid 1950s, the growing African-American middle class found more substantial brick homes and duplexes in areas formerly reserved for Whites. Neighborhood household income has not kept pace with the rest of the City; however, recently there has been some revival along Scott.

Highlights
✓ Houston City Council District D
✓ Houston Independent School District
✓ 8 Police beats (includes bordering beats)
✓ 1,851 acres (2.89 sq. miles)
Language Spoken at Home

- English: 83%
- Spanish: 12%
- Other: 5%

Employment Status

- Employed: 85%
- Unemployed: 15%

Housing Units by Year Built

- 2010 Or Later: 74%
- 2000 to 2009: 19%
- 1990 to 1989: 17%
- 1980 to 1979: 15%
- 1970 to 1969: 12%
- 1960 to 1959: 10%
- 1950 to 1949: 8%
- 1940 to 1939: 6%
- 1939 Or Earlier: 2%

Housing Occupancy

- Occupied: 74%
- Vacant: 26%

Source: U.S. Census Bureau, 2000
American Community Survey, 2011-2015 Estimates
**MARKET ANALYSIS SUMMARY 2019**

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<th>Provider:</th>
<th>Valbridge Property Advisors</th>
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<tr>
<td>Contact:</td>
<td>Tim N Treadway, MAI, CCIM</td>
</tr>
<tr>
<td>Phone:</td>
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</table>

**Development:**
- **2222 Pierce Apartments**

**Target Population:** General

**Definition of Elderly Age:**

**Site Location:**
- **2222 Pierce Street**

**City:** Houston

**County:** Harris

**Site Coordinates:**
- **Latitude:** 95.36038 W
- **Longitude:** 29.74267 N

**Primary Market Area (PMA) page**

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<th>CENSUS TRACTS</th>
<th>Square Miles</th>
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<td>48201301800</td>
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## EXHIBIT D

### Existing Affordable Housing

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<th>Type</th>
<th>Occ.</th>
<th>Units</th>
<th>YOC</th>
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<tbody>
<tr>
<td>Canal Place Apartments</td>
<td>Family</td>
<td>94.5%</td>
<td>200</td>
<td>2005</td>
</tr>
<tr>
<td>Campanile on Commerce</td>
<td>Family</td>
<td></td>
<td>120</td>
<td>Under Construction</td>
</tr>
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<td>New Hope Housing at Harrisburg</td>
<td>Senior</td>
<td>93%</td>
<td>175</td>
<td>2016</td>
</tr>
<tr>
<td>Cleme Manor</td>
<td>Family</td>
<td>94.5%</td>
<td>284</td>
<td>2015</td>
</tr>
<tr>
<td>Zion Gardens</td>
<td>Family</td>
<td>93.6%</td>
<td>70</td>
<td>2010</td>
</tr>
<tr>
<td>Zion Village Apartments</td>
<td>Senior</td>
<td>98%</td>
<td>50</td>
<td>2007</td>
</tr>
<tr>
<td>Eado Lofts</td>
<td>Family</td>
<td></td>
<td>80</td>
<td>Under Construction</td>
</tr>
<tr>
<td>Fenix Estates</td>
<td>Supportive</td>
<td></td>
<td>200</td>
<td>Under Construction</td>
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<tr>
<td>2222 Cleburne</td>
<td>Senior</td>
<td></td>
<td>112</td>
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<td>Park Yellowstone Townhomes</td>
<td>Family</td>
<td>93.4%</td>
<td>210</td>
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<td>Parkside Point Apartments</td>
<td>Family</td>
<td>100%</td>
<td>260</td>
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<tr>
<td>Scott Street Townhomes</td>
<td>Family</td>
<td>95.7%</td>
<td>96</td>
<td>2001</td>
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<tr>
<td>South Union Place</td>
<td>Senior</td>
<td>96.8%</td>
<td>125</td>
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<tr>
<td>New Hope Housing at Perry</td>
<td>Family</td>
<td></td>
<td>160</td>
<td>2010</td>
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Apts
1
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41
42
43
44
45
46
47
48
49
50
51

Building Name

Building Address

Submarket Name

1711 Caroline Apartments
500 Crawford Apartments
Houston House
One Park Place
The Star
Eighteen25
1414 Texas Downtown
Catalyst Houston
Circuit
Jefferson Square Apartments
Lofts at the Ballpark
Sampson Lofts
Wheatley Manor Apartments
Twelve Canfield Place
Dismuke Apartment Homes
Fair Oaks Apartments
Brookdale Village
The Oaks At Wayside
Country Club Place
Royal Wayside Apartments
Ardmore Apartments
Catalina Village
Appian Way
Rivière
Southmore Gardens
Southmore Apartments
Southmore Place
Nubia Square Apartments
Calli Court Apartments
Market Square Tower
The Rice
Hermann Lofts
Aris Market Square
Midtown Grove
San Jacinto Apartments
Ventana at Midtown

1711 Caroline St
500 Crawford St
1617 Fannin St
1400 Mckinney St
1111 Rusk St
1825 San Jacinto St
1414 Texas Ave
1475 Texas St
2424 Capitol St
5000 Pease St
610 Saint Emanuel St
806 Sampson St
5201 Market St
3800 Canfield St
1907 Dismuke St
910 Fair Oaks Rd
6113 Gulf Fwy
6520 Jamail Dr
950 Villa De Matel Rd
1010 S Wayside Dr
5902 Ardmore St
3560 Dixie Dr
3200 N Macgregor Way
3629 N MacGregor Way
2408-2412 Southmore Blvd
3620 Southmore Blvd
3710 Southmore Blvd
3711 Southmore Blvd
6225 Tierwester St
777 Preston St
909 Texas St
204 Travis St
409 Travis St
3603 Chenevert St
3817 Fannin St
4001 Fannin St
1624 Holman St
2303 Louisiana St
3210 Louisiana St
2310 Main St
3550 Main St
3800 Main St
2910 Milam St
2222 Smith St
3101 Smith St
2700 Travis St
2727 Travis St
230 W Alabama St
510 Richmond Ave
3603 Alice St
6811 Del Rio St

Discovery Green MF
Discovery Green MF
Discovery Green MF
Discovery Green MF
Discovery Green MF
Discovery Green MF
Discovery Green MF
Discovery Green MF
Greater Eastwood MF
Greater Eastwood MF
Greater Eastwood MF
Greater Eastwood MF
Greater Fifth Ward MF
Greater Third Ward MF
Lawndale-Wayside MF
Lawndale-Wayside MF
Lawndale-Wayside MF
Lawndale-Wayside MF
Lawndale-Wayside MF
Lawndale-Wayside MF
MacGregor MF
MacGregor MF
MacGregor MF
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MacGregor MF
MacGregor MF
Market Square MF
Market Square MF
Market Square MF
Market Square MF
Midtown Houston MF
Midtown Houston MF
Midtown Houston MF
Midtown Houston MF
Midtown Houston MF
Midtown Houston MF
Midtown Houston MF
Midtown Houston MF
Midtown Houston MF
Midtown Houston MF
Midtown Houston MF
Midtown Houston MF
Midtown Houston MF
Midtown Houston MF
Neartown-Montrose MF
Neartown-Montrose MF
OST-South Union MF
OST-South Union MF

Camden Midtown
Calais Midtown Apartments
Midtown Houston by Windsor
Mid Main Lofts
3800 Main
Pearl at the Mix
2222 Smith Street
Pearl Midtown
Camden Travis Street
Camden McGowen Station
230 West Alabama Apartments
Post 510
Alice Street Apartments
Del Rio Apartments

Number Of Units
220
400
396
346
286
242
285
359
311
72
375
79
108
72
48
122
336
60
241
102
100
288
52
84
32
38
83
192
30
463
304
33
274
51
33
288
56
337
356
215
357
319
196
152
154
253
315
98
242
64
26

Year Built Year Renovated
2018
2016
1966
2009
2017
2017
2017
2017
2015
1954
2001
2017
1958
1958
1960
1978
1970
2016
1972
1962
1956
2002
1955
1957
1960
1960
1965
1972
1965
2016
1988
1889
2017
2012
1940
2001
1938
1999
2003
2015
2017
2014
2016
2003
2014
2009
2018
1963
2014
1965
1957

2012

2000

2017

2008

2015

2009

Avg Asking/Unit

Avg Effective/Unit

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1,871
2,213
1,252
4,177
3,168
2,031
2,054
2,531
1,687
623
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1,259
650
875
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771
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780
746
716
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1,468
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1,457
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1,568
1,566
1,558
1,376
1,461
1,389
1,468
1,430
1,557
1,977
1,393
1,447
771

Vacancy %
28.64
11.5
6.82
7.23
30.77
11.57
9.12
28.97
14.15
5.56
4
5.06
0
5.56
10.42
2.46
0
0
7.05
14.71
20
2.43
7.69
5.95
21.88
13.16
6.02
5.73
10
9.07
9.21
12.12
37.59
1.96
6.06
3.13
0
6.53
3.93
8.37
7
9.09
7.65
2.63
4.55
4.74
37.14
16.33
6.61
15.63
0


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<th>Apts</th>
<th>Building Name</th>
<th>Building Address</th>
<th>Submarket Name</th>
<th>Number Of Units</th>
<th>Year Built</th>
<th>Year Renovated</th>
<th>Avg Asking/Unit</th>
<th>Avg Effective/Unit</th>
<th>Vacancy %</th>
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<td>52</td>
<td>Tierwester Village Apartments</td>
<td>7812 Tierwester Vlg</td>
<td>OST-South Union MF</td>
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<td>53</td>
<td>The Marquis Downtown Houston Lofts</td>
<td>2115 Runnels</td>
<td>Second Ward MF</td>
<td>244</td>
<td>1920</td>
<td>2003</td>
<td>$1,418</td>
<td>$1,418</td>
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<td>54</td>
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<td>2002</td>
<td>$2,960</td>
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<td>Block 334</td>
<td>1515 Main St</td>
<td>Skyline District MF</td>
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<td>8.21</td>
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<td>56</td>
<td>SkyHouse Houston</td>
<td>1625 Main St</td>
<td>Skyline District MF</td>
<td>328</td>
<td>2014</td>
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<td>$2,076</td>
<td>$1,731</td>
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<td>Tennison Lofts Houston</td>
<td>110 Bagby St</td>
<td>Theater District MF</td>
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<td>1925</td>
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<td>$1,604</td>
<td>$1,595</td>
<td>5.26</td>
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<td>59</td>
<td>Hogg Palace</td>
<td>401 Louisiana</td>
<td>Theater District MF</td>
<td>79</td>
<td>1921</td>
<td>1995</td>
<td>$1,540</td>
<td>$1,476</td>
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<td>60</td>
<td>City View Lofts</td>
<td>15 N Chenevert St</td>
<td>Warehouse District MF</td>
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<td>1910</td>
<td>2011</td>
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<td>$1,759</td>
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<td>61</td>
<td>Wagon Works</td>
<td>101 Crawford St</td>
<td>Warehouse District MF</td>
<td>32</td>
<td>1910</td>
<td></td>
<td>$2,088</td>
<td>$1,759</td>
<td>9.38</td>
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Blackshear EL

Grades Served: EE - 5
2900 Holman Ave
Houston, TX, 77004

494 Students Enrolled
Houston ISD

### How Well Is This School Performing Overall?

**MET STANDARD**

83 out of 100

### Understanding Overall Performance

This report card is designed to tell us how well we are helping students reach grade level and how well we are preparing them for success after high school. Much like the grades we give students, we can use these grades to identify ways to help schools improve over time. The overall grade is based on performance in three different areas, or domains, which are noted below.

### Student Achievement

**Improvement Required**

56 out of 100

The Student Achievement domain tells us how much students know and are able to do at the end of the school year.

### School Progress

**MET STANDARD**

86 out of 100

The School Progress domain shows us how students are performing over time and compares that progress to similar schools.

### Closing the Gaps

**MET STANDARD**

76 out of 100

The Closing the Gaps domain tells us how well different populations of students on a campus are performing.

### Distinctions

- Academic Achievement in Mathematics
- Academic Achievement in Science
- Academic Achievement in English Language Arts/Reading
- Top 25 Percent: Comparative Academic Growth
- Top 25 Percent: Comparative Closing the Gaps
- Postsecondary Readiness
STUDENT ACHIEVEMENT

For elementary and middle schools, the Student Achievement score is based on STAAR performance only.

SCHOOL PROGRESS

<table>
<thead>
<tr>
<th>SCORE</th>
</tr>
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<tbody>
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<td>Academic Growth</td>
</tr>
<tr>
<td>Relative Performance</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

The higher of Growth or Performance is used.

CLOSING THE GAPS

<table>
<thead>
<tr>
<th>SCORE</th>
<th>% OF GRADE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade Level Performance</td>
<td>33</td>
</tr>
<tr>
<td>Academic Growth/Graduation Rate</td>
<td>100</td>
</tr>
<tr>
<td>English Language Proficiency</td>
<td>100</td>
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<tr>
<td>Student Achievement</td>
<td>25</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>76</strong></td>
</tr>
</tbody>
</table>
HOW WELL IS THIS SCHOOL PERFORMING OVERALL?

MET STANDARD

63 out of 100

UNDERSTANDING OVERALL PERFORMANCE

This report card is designed to tell us how well we are helping students reach grade level and how well we are preparing them for success after high school. Much like the grades we give students, we can use these grades to identify ways to help schools improve over time. The overall grade is based on performance in three different areas, or domains, which are noted below.

STUDENT ACHIEVEMENT

IMPROVEMENT REQUIRED

54 out of 100

The Student Achievement domain tells us how much students know and are able to do at the end of the school year.

SCHOOL PROGRESS

MET STANDARD

60 out of 100

The School Progress domain shows us how students are performing over time and compares that progress to similar schools.

CLOSING THE GAPS

MET STANDARD

70 out of 100

The Closing the Gaps domain tells us how well different populations of students on a campus are performing.

DISTINCTIONS

✅ Academic Achievement in Mathematics
✅ Academic Achievement in Science
✅ Academic Achievement in English Language Arts/Reading
❌ Top 25 Percent: Comparative Academic Growth
❌ Postsecondary Readiness
❌ Top 25 Percent: Comparative Closing the Gaps
❌ Academic Achievement in Social Studies
### STUDENT ACHIEVEMENT

For elementary and middle schools, the Student Achievement score is based on STAAR performance only.

### SCHOOL PROGRESS

<table>
<thead>
<tr>
<th>SCORE</th>
<th>60</th>
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<tr>
<td>Academic Growth</td>
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<td>Relative Performance</td>
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The higher of Growth or Performance is used.

### CLOSING THE GAPS

<table>
<thead>
<tr>
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<td>Grade Level Performance</td>
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<td>Academic Growth/Graduation Rate</td>
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<td>English Language Proficiency</td>
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</tr>
<tr>
<td>Student Achievement</td>
<td>13</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>70</td>
</tr>
</tbody>
</table>
YATES H S

Grades Served: 9 - 12
3703 SAMPSON ST
HOUSTON, TX, 77004

813 Students Enrolled
HOUSTON ISD

HOW WELL IS THIS SCHOOL PERFORMING OVERALL?

NOT RATED
50 out of 100

This school was impacted by Hurricane Harvey and did not receive an overall rating or grade.

UNDERSTANDING OVERALL PERFORMANCE

This report card is designed to tell us how well we are helping students reach grade level and how well we are preparing them for success after high school. Much like the grades we give students, we can use these grades to identify ways to help schools improve over time. The overall grade is based on performance in three different areas, or domains, which are noted below.

STUDENT ACHIEVEMENT
IMPROVEMENT REQUIRED
57 out of 100

The Student Achievement domain tells us how much students know and are able to do at the end of the school year.

SCHOOL PROGRESS
IMPROVEMENT REQUIRED
58 out of 100

The School Progress domain shows us how students are performing over time and compares that progress to similar schools.

CLOSING THE GAPS
IMPROVEMENT REQUIRED
30 out of 100

The Closing the Gaps domain tells us how well different populations of students on a campus are performing.
## STUDENT ACHIEVEMENT

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<tr>
<td>Graduation Rate</td>
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<td><strong>Total</strong></td>
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<td><strong>100%</strong></td>
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## SCHOOL PROGRESS

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<td>Relative Performance</td>
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<td><strong>Total</strong></td>
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The higher of Growth or Performance is used.

## CLOSING THE GAPS

<table>
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<td><strong>100%</strong></td>
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TEXAS EDUCATION AGENCY
2017 Accountability Summary
YATES H S (101912020) - HOUSTON ISD

Accountability Rating
Met Standard

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

Did Not Meet Standards on
- Student Achievement

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

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
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<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>770</td>
<td>1,505</td>
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<tr>
<td>2 - Student Progress</td>
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<td>3 - Closing Performance Gaps</td>
<td>507</td>
<td>1,600</td>
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<tr>
<td>4 - Postsecondary Readiness</td>
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<td>Graduation Rate Score</td>
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<td></td>
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Distinction Designation

Academic Achievement in ELA/Reading
NO DISTINCTION EARNED

Academic Achievement in Mathematics
NO DISTINCTION EARNED

Academic Achievement in Science
NO DISTINCTION EARNED

Academic Achievement in Social Studies
NO DISTINCTION EARNED

Top 25 Percent Student Progress
NO DISTINCTION EARNED

Top 25 Percent Closing Performance Gaps
NO DISTINCTION EARNED

Postsecondary Readiness
NO DISTINCTION EARNED

Campus Demographics

Campus Type: High School
Grade Span: 09 - 12
Campus Size: 845 Students
Percent Economically Disadvantaged: 62.1
Percent English Language Learners: 4.1
Mobility Rate: 32.0
Percent Served by Special Education: 18.9
Percent Enrolled in an Early College High School Program: 0.0

System Safeguards

Number and Percentage of Indicators Met

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<thead>
<tr>
<th>Indicator</th>
<th>Number Met</th>
<th>Percentage</th>
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<tr>
<td>Performance Rates</td>
<td>7 out of 22</td>
<td>32%</td>
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<tr>
<td>Participation Rates</td>
<td>12 out of 12</td>
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<tr>
<td>Graduation Rates</td>
<td>0 out of 4</td>
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<tr>
<td>Total</td>
<td>19 out of 38</td>
<td>50%</td>
</tr>
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</table>

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

Mayor Sylvester Turner
City of Houston
Planning and Development Department
July 2018
Mayor
Sylvester Turner
Mayor Pro-Tem Ellen Cohen
Vice Mayor Pro-Tem Jerry Davis

City Council and Controller
Brenda Stardig, District A
Jerry Davis, District B
Ellen Cohen, District C
Dwight Boykins, District D
Dave Martin, District E
Steve Le, District F
Greg Travis, District G
Karla Cisneros, District H
Robert Gallegos, District I
Mike Laster, District J
Martha Castex-Tatum, District K
Mike Knox, At-Large 1
David Robinson, At-Large 2
Michael Kubosh, At-Large 3
Amanda Edwards, At-Large 4
Jack Christie, At-Large 5

Chris Brown, City Controller

Planning and Development Department
Patrick Walsh, P.E., Director
Margaret Wallace Brown, Deputy Director
Jennifer Ostlind, Deputy Assistant Director and Program Director
Nicole Smothers, Division Manager
Lynn Henson, Program Manager and Third Ward Lead Planner
Annette Mitchell, Third Ward Planner

Community Design Resource Center
Susan Rogers, Director
Adelle Main, Assistant Director
Barbara Blanco, Design Strategist
Angelica Lastra, Jose Mario Lopez, Pooja Shetty Assistants
An Equitable Houston That Works For Everyone

For Houston to be truly great, we cannot be two cities in one: one of haves, and one of have-nots. All of Houston’s neighborhoods should be vibrant communities of opportunity.

That’s why on April 17, 2017, I announced the creation of Houston’s Complete Communities program, and selected Acres Home, Gulfton, Second Ward, Near Northside and Third Ward as the first Complete Communities neighborhoods. These five neighborhoods – and frankly, too many others in Houston – have been ignored for far too long. The significant challenges facing these neighborhoods can only be solved through a focused, community-led effort like Complete Communities, with the City acting as a committed neighborhood partner.

Every neighborhood is unique, but there are common elements we all look for in the place we live: a mix of quality and affordable home choices, job opportunities, and quality retail; good parks and schools; and reliable transportation options. We all deserve freedom from overgrown, weeded or abandoned lots, poor drainage, failing infrastructure, and crime. Each Houstonian should feel that his or her neighborhood matters, and that the private and public sectors support its growth and success.

To achieve this goal, City departments have been working closely with community members and outside partners to find solutions and achieve transformational change. We have listened to the community. This plan is the result of these conversations and the first step toward a new future for these neighborhoods.

The Complete Communities program will attract more partners and resources toward targeted areas in a focused way, enabling more livable communities. I expect City departments to work alongside private and non-profit organizations, as well as local residents and businesses, to raise the bar in each neighborhood.

This is just the beginning. The five pilot communities have diverse demographic and physical characteristics, and a base level of community activism, making them ideal testing grounds for this new program. After we see real and sustainable change in these five areas, I am committed to turning to the next set of neighborhoods to create transformational change in them, too.

The Complete Communities program is the embodiment of my vision for a more equitable Houston. I am committed to rebuilding neighborhoods that have been underserved and under-resourced for decades. All Houstonians deserve to live in neighborhoods that support their dreams.

— Mayor Sylvester Turner
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What is a Complete Community?

**A sustainable community with . . .**
- Strong community partners
- Civic engagement
- Community buy in

**An affordable community with . . .**
- Diversity of income
- No concentrated poverty
- A strong base of homeowners
- Quality rental units
- Energy efficient homes

**A healthy community with . . .**
- A quality grocery store
- Access to quality health care
- Parks
- Urban gardens or farms

**A safe community with . . .**
- Low crime
- Low rates of automobile crashes
- No unsafe environmental hazards
- Safe places for residents to walk, run, bicycle, and recreate

**An economically strong community with . . .**
- Opportunities for upward mobility
- Quality and diverse retail
- Quality jobs within or easily accessible from the community
- Thriving small businesses
- Strong city tax revenues to pay for municipal services

**A community with quality schools including . . .**
- Highly rated elementary, middle and high schools
- Easy access to high quality and affordable early childcare
- Access to quality vocational schools, community colleges

**A community with good infrastructure including . . .**
- Complete streets including sidewalks, bike paths, and accessible transit stops
- Utility infrastructure
- Proper lighting

**A connected community with . . .**
- Access to broadband internet connectivity
- Quality public transit or other affordable transportation options
- Good roads connecting to other major job centers and central business districts
- Strong community organizations that connect residents with each other and to others throughout the city

**A beautiful and interesting community with . . .**
- Street trees
- Public art
- Public spaces
- Preservation of historic neighborhoods

**A resilient community with . . .**
- Flood protection
- Good drainage
- Community and public services
In April of 2017, Mayor Sylvester Turner announced the kick-off of the Complete Communities initiative. Mayor Turner noted:

Complete Communities is about improving neighborhoods so that all of Houston’s residents and business owners can have access to quality services and amenities. It’s about working closely with the residents of communities that haven’t reached their full potential, understanding their strengths and opportunities, and collaborating with partners across the city to strengthen them. While working to improve these communities, we are also working to ensure existing residents can stay in homes that remain affordable.

The Complete Communities initiative was established to be collaborative, impactful, and transformative. The initiative has been guided by an Advisory Committee that met for the first time in January of 2017, and that has continued to meet regularly. The committee is comprised of 26 community leaders and advocates with a balanced perspective ranging from city-wide to neighborhood specific knowledge and engagement. The committee serves as a sounding board whose members are ambassadors for the effort and who have provided connections to residents and businesses in the selected neighborhoods. With support from the Complete Communities Advisory Committee a working definition of a complete community was established to identify the qualities that lead to a thriving neighborhood (see opposite page, left).

The five Houston neighborhoods selected to participate in the pilot initiative—Acres Home, Gulfton, Near Northside, Second Ward, and Third Ward—have very different strengths and challenges. As a result, stakeholders in each neighborhood developed a vision that represented their ideal of a complete community. This shared vision has guided the effort in each community.

Across the five neighborhoods 3,500 people shared their insights, values, and visions. More than 2,300 participants attended one of the fourteen public meetings, and nearly 1,200 leaders representing faith-based organizations, business owners, non-profit and community-based organizations, and civic, educational and institutional leaders attended one of hundreds of listening sessions with community planners. A Neighborhood Support Team, comprised of locally identified leaders, residents and allies, has guided each Complete Community effort.

Commitment to the Complete Communities initiative is far reaching. Over the last year the City has provided support through a team of dedicated staff across City departments, this support will continue. One-on-one meetings were held with over two-dozen City departments to present community-identified priorities and projects and establish mechanisms for implementation. In the coming years, the City and its staff will continue to work side-by-side with community leaders and allies to realize the vision for a complete community in each of the five neighborhoods.

After a year of engagement and collaboration with thousands of stakeholders, we have summarized what we heard in each of the five Complete Communities in an Action Plan. The Third Ward Action Plan outlines the vision, policies, goals and projects to realize a healthier, more resilient, prosperous, equitable, and complete future. This is the Third Ward’s Plan.
Map of Existing Plans and Studies
- Third Ward Complete Community
- Emancipation Economic Development Council
- Northern Third Ward Neighborhood Planning Project
- Houston Southeast Community Plan
- TIRZ #7 OST/Almeda
- Midtown Affordable Housing Plan

Third Ward Complete Community Map
- Parks
- Schools
- Purple Line (Light Rail)
**EXECUTIVE SUMMARY**

**Introduction**
The Third Ward Action Plan, outlines the vision, policies, goals, and projects that have been identified through the community planning process to move towards a healthier, more prosperous, resilient, and equitable future.

The Third Ward Action Plan is a compilation of the most recent plans and studies for the neighborhood (see map, opposite page top left), as well as newly identified projects, actions, priorities, and partners. Prior plans developed for the neighborhood include those led by the Emancipation Economic Development Council (EEDC), Northern Third Ward Neighborhood Planning Project (NTWNPP), Houston Southeast Management District, the Midtown TIRZ with the Center for Civic and Public Policy, and the OST | Almeda TIRZ. A policy paper developed by the EEDC and Emancipation Community Development Partnership has also informed the recommended projects, policies and metrics to measure success.

In addition, the City of Houston has recently completed a number of citywide planning efforts. The most important being Plan Houston, the city’s first general plan completed in 2015. The plan outlines a vision for Houston’s future and strategies to realize it. Out of the 32 citywide identified goals, Third Ward stakeholders developed the following priorities: sufficient quality, affordable housing options throughout the neighborhood; quality learning opportunities from early childhood onwards; job opportunities that support a good standard of living and financial stability; and, a safe and secure community. Other citywide planning efforts that shape decision-making and public investment are the annual Capital Improvement Plan, which outlines infrastructure priorities, the Houston Parks and Recreation Department’s 2015 Parks Master Plan, and the Houston Bike Plan, adopted in 2017. Each of these plans have informed the Third Ward Action Plan.

The majority of the Third Ward Complete Community is part of a State designated Opportunity Zone, a new community development program established by Congress in the Tax Cuts and Jobs Act of 2017 to encourage long-term investments in low-income urban and rural communities.

The Third Ward Action Plan aspires to carry on the legacy of decades of work by neighborhood activists and champions, including numerous planning efforts that chartered the waters that this plan is based on, especially the 1995 Greater Third Ward Community Plan completed by Roberta F. Burroughs and Associates.
COMPLETE COMMUNITIES PLANNING PROCESS

Each Complete Community is different. Some have engaged in substantial planning efforts, while others have not had plans developed for decades. As a result, the City designed and implemented individualized planning processes that align with each community’s current position.

Every Complete Community effort began by conducting outreach and small group meetings with key leaders and stakeholders. Meetings in the Third Ward were held with faith leaders, non-profit organizations, community-based organizations, business owners, and other civic, educational, and institutional leaders. Overall, 129 people were reached through this effort.

Following the outreach effort, a series of public meetings were held in each Complete Community to accomplish the following objectives: establish a vision; develop goals and projects; identify priorities and partners; and, review the final Action Plan. In communities, such as Third Ward, where substantial planning has already occurred, two public meetings were held. The first meeting focused on reviewing the existing goals and projects, filling any gaps, and identifying new opportunities and partners. The second, and final meeting, was to review the final Action Plan. Overall, 577 people attended these meetings and provided valuable feedback. The result is that the Third Ward Action Plan builds on prior planning efforts and encompasses new goals and projects identified through these public meetings. In addition, the Action Plan aligns clear implementation strategies, priorities, policies, timeframes, partners, and metrics to measure success based on both the prior plans and new input.

The Action Plan has also been informed by one-on-one meetings with City department decision-makers. At these meetings, community-identified projects and priorities were presented, and mechanisms to achieve implementation identified.

Throughout the process, the Complete Communities initiative has been guided by the Neighborhood Support Team (NST) which met four times to provide their insight and suggestions. The Neighborhood Support Team, in collaboration with the Greater Third Ward Super Neighborhood #67, will oversee implementation and work directly with City staff to ensure progress is made and established benchmarks achieved.
Third Ward, located less than one mile southeast of downtown Houston, is one of Houston’s most historic African American neighborhoods. The boundaries of the Complete Community area are consistent with the Super Neighborhood boundaries and span I-45 on the north, State Highway 288/I-69 on the west, Wheeler and Blodgett to the South, and along Texas Spur 5 on the east.

The Third Ward is changing. New homes are being constructed, new investment is moving in, and the I-45 expansion project will begin in the near future. As new development has spread throughout the Third Ward, both new opportunities and challenges have emerged. The Third Ward Complete Communities Action Plan works to build on opportunities—such as active civic engagement, strong community-based organizations, historic landmarks, major universities, proximity to the Texas Medical Center and downtown, and quality transportation—while also working to address challenges that lead to displacement and a loss of history in one of Houston’s most important neighborhoods.

In the past decades, the low cost of property in the Third Ward and its proximity to downtown Houston has made the neighborhood attractive to developers. While the construction of high end townhomes has rapidly increased, many longtime renters and property owners have been displaced from the neighborhood. As homes are demolished across the neighborhood, the historic character of the Third Ward is being diminished. At the same time, new homes being built in the community are too often not affordable to existing residents. At the same time, new investment, emerging entrepreneurs, and the diverse collection of organizations and institutions working in the neighborhood are sparking positive change and transformation.

The Third Ward Complete Community Action Plan establishes a set of actionable projects, policies and programs that will result in a complete community, where everyone has the opportunity to thrive.

A summary of the Action Plan, including the key focus areas and goals, is provided on the following pages. The highest priority in the community is affordable housing policies and projects, followed by education, and economic opportunities and jobs. Additional focus areas include civic engagement, health, safety, neighborhood character, parks and community amenities, and mobility and infrastructure.
CIVIC ENGAGEMENT
A complete community is a sustainable community that is committed to civic engagement, collective work, and nurturing new leaders. The goals are:
- **Build Community Capacity** by developing strong partnerships, mobilizing the community, providing community building grants, and hosting an annual summit
- **Nurture New Leaders** by expanding leadership opportunities for youth
- **Expand Political and Civic Engagement** by developing an annual policy agenda and advocacy plan, and increasing voter registration and participation

ECONOMY and JOBS
A complete community is a thriving community with a strong local economy, jobs, and opportunities. The goals are:
- **Grow the Local Economy** by seeding new community-owned businesses, sparking entrepreneurship, and creating mixed-use development
- **Support Small Businesses** by creating a “Shop Third Ward” campaign, instituting a facade improvement program, and assisting small businesses
- **Expand Local Opportunities for Employment** by attracting a job training facility, increasing local hiring, and expanding employment opportunities

EDUCATION
A complete community is a learning community with high quality schools, early childcare, and out of school enrichment and support programs for children and youth. The goals are:
- **Expand Enrichment Programs for Children and Youth** by promoting the directory of out of school programs and partnering with area organizations to expand capacity
- **Strengthen Local Schools** through hiring high quality teachers, funding, and supporting neighborhood schools
- **Expand High Quality Early Childcare** by working with partners to increase the quality and affordability of early childcare
- **Provide Mentorship Opportunities for Youth** by partnering with area organizations and universities

HEALTH
A complete community is a healthy community with access to high quality healthcare and fresh, nutritious food. The goals are:
- **Improve Access to Healthcare** by expanding supportive services, outreach, preventative care, and attracting a comprehensive health facility
- **Increase Access to Healthy Food** by developing new community gardens and supporting existing gardens

HOUSING
A complete community is an affordable community with high quality housing accessible to people with a diversity of incomes, where existing residents are protected from displacement, historic homes are repaired and preserved, and where a shared vision shapes future development. The goals are:
- **Build Housing for All** by supporting the creation of a community land trust, building affordable owner and rental housing, and incentivizing affordable units in market rate projects
**Executive Summary**

**Data Sources:** ACS 2015 (5-yr); Harris County District Clerk 2016 Data; HPD and UCR 2016 Data, 311 Data 2016, Children at Risk Data 2017, Texas Education Agency 2016

- **Provide Protection from Displacement** by supporting existing homeowners and renters
- **Repair and Preserve Existing Housing** by saving historic housing from demolition and repairing existing homes
- **Plan for Future Housing** by creating a comprehensive plan for affordable housing and a housing advocacy team

**MOBILITY and INFRASTRUCTURE**
A complete community is a connected and resilient community with public transit, great streets, and quality infrastructure. The goals are:
- **Improve Neighborhood Mobility** by creating a ride share program and improving public transit
- **Build Great Streets** by expanding sidewalks and crossings, improving area streets, and developing a parking district
- **Expand Bike Lanes and Facilities** by building additional bike routes and installing new B-Cycle Stations
- **Protect from Flooding** by maintaining area ditches and creating green infrastructure

**NEIGHBORHOOD CHARACTER**
A complete community is a beautiful and interesting community with public art, historic neighborhoods, and strong identity and culture. The goals are:
- **Preserve the Neighborhood’s History and Character** by regulating development, establishing a cultural trail, and re-using historic buildings
- **Beautify the Neighborhood** by ending illegal dumping, maintaining vacant lots, organizing clean-ups, and providing new amenities
- **Expand Public Art that Celebrates the Community** by installing new public art projects and engaging youth in the arts

**PARKS and COMMUNITY AMENITIES**
A complete community is a sustainable community with access to beautiful parks and open spaces. The goals are:
- **Develop New Parks and Public Open Spaces** by building new parks, advocating for SPARK Parks, and re-purposing vacant land for small pocket parks and plazas
- **Improve Area Parks** by working with partners to identify needed improvements

**SAFETY**
A complete community is a safe community where the community and law enforcement work together to reduce crime and increase the sense of security throughout the neighborhood. The goals are:
- **Create Safe Streets and Places** by improving street lighting, utilizing crime prevention through environmental design, and addressing crime hot spots
- **Advocate for Community-Based Policing** by creating a block captain program, participating in HPD’s Positive Interaction Program, advocating for additional bike patrol, and improving relationships between the community and law enforcement agencies
Key to Abbreviated Organizations
Many City departments and organizations will assist in implementing the projects identified in this Action Plan, while other organizations have been identified as potential partners. Below is a key to the organizations that are abbreviated:

*City, School, and Government Departments:
- Administration and Regulatory Affairs, ARA
- Capital Improvement Plan, CIP
- Department of Neighborhoods, DON
- Differential Response Team (HPD), DRT
- Economic Development Department, EDD
- General Services Division, GSD
- Harris County Appraisal District, HCAD
- Harris County Department of Education, HCDE
- Harris County Sheriff’s Office, HCSO
- Harris County Flood Control District, HCFCDD
- Housing and Community Development Department, HCDD
- Housing and Urban Development, HUD
- Houston Community College, HCC
- Houston Fire Department, HFD
- Houston Health Department, HHD
- Houston Housing Authority, HHA
- Houston Independent School District, HISD
- Houston Parks and Recreation Department, HPARD
- Houston Police Department, HPD
- Houston Public Library, HPL
- Houston Public Works, HPW
- Mayor’s Office of Cultural Affairs, MOCA
- Mayor’s Office of Education, MOE
- Mayor’s Office of Innovation, MOI
- National Endowment for the Arts, NEA
- Office of Business Opportunity, OBO
- Planning and Development Department, PDD
- Positive Interaction Program (HPD), PIP
- Solid Waste Department, SWD
- Small Business Administration, SBA

*Partner Organizations and Other Abbreviations:
- Center for Civic and Public Policy Improvement, CCPPPI
- Community Development Corporation, CDC
- Community Housing Development Organization, CHDO
- Communities in Schools, CIS
- Emancipation Community Development Partnership, ECDP
- Emancipation Economic Development Council, EEDC
- Greater Third Ward Super Neighborhood Council, SN Council
- Houston Arts Alliance, HAA
- Houston Parks Board, HPB
- Houston Southeast Management District, HSE
- Local Initiatives Support Corporation, LISC
- Midtown Redevelopment Authority, MRA
- My Brothers Keeper, MBK
- Neighborhood Support Team, NST
- Northern Third Ward Neighborhood Planning Project, NTWNPP
- Project Row Houses, PRH
- Texas Southern University, TSU
- Theater Under the Stars, TUTS
- University of Houston, UH
- Volunteers of America, VOA

Partners
In the Action Plan tables partners are identified for each project. LEAD partners are City Departments or agencies that will play a key role in implementation of each project. SUPPORT partners are organizations that have participated in, or expressed interest in participating in, implementation for the project.

* Note:
The lists above represent the organizations involved in the Third Ward planning at the time of this printing. We recognize that additional organizations, not listed here, are vital to Third Ward’s vitality and we look forward to working together to implement the Action Plan.
THIRD WARD ACTION PLAN

The Third Ward Action Plan identifies 27 goals and 77 projects, organized into nine focus areas, to work towards a Complete Community. The highest priority focus areas identified by Third Ward stakeholders are housing, education, and expanded economic opportunities. Additional focus areas include health, safety, neighborhood character, civic engagement, and mobility and infrastructure. The Action Plan that follows was developed through public meetings and a summary of the existing community plans. The Action Plan includes goals, projects, priorities, timeframes, metrics to measure success over the next five years, and potential partners and programs.

The projects and action steps identified in this plan will be championed by the Third Ward Neighborhood Support Team (NST) and the Super Neighborhood Council, and coordinated with the City and the Planning and Development Department. The City departments and agencies listed as leads in this Plan will provide support and leadership to the Third Ward NST to move projects forward to implementation. Third Ward stakeholders have also formed working groups to lead the nine focus areas. These working groups will work closely with the NST, the Super Neighborhood Council and City departments to further implement the plan.
CIVIC ENGAGEMENT

Introduction
Civic engagement is at the core of a Complete Community. People who live in the Third Ward have a strong sense of both community and history, and work together to shape the future of the neighborhood. There are six active civic clubs and organizations, and a number of new associations that are just forming. There is a concerted effort among many local organizations and institutions, faith-based entities, and residents to work together.

As a result, the voices of residents, local business owners, institutions, youth, community leaders, and political representatives are becoming unified. With that voice, a focus on people-centered and place-based change has been strengthened.

Civic Engagement Goals
The three goals for civic engagement, compiled from existing Third Ward plans and studies and a series of community meetings, focus on further building the collective capacity in the neighborhood, nurturing young leaders, and expanding political and civic engagement. The goals are summarized here and provided in more detail on the following pages. The civic engagement goals are:

Build Community Capacity
The Third Ward was the center of Houston’s civil rights movement, and that spirit of activism and collective work lives on. Supporting the community-led change imagined as part of the Complete Communities initiative requires strong leadership, capacity, and organization at the neighborhood level. To accomplish this goal, mobilization teams will be formed for implementation; new bridges will be developed between the City, decision-makers and community leaders; and, new mechanisms to support leaders will be initiated, such as small community building grants.

Nurture Young Leaders
Providing leadership opportunities for area youth is important for the future of the Third Ward. Youth are the leaders of tomorrow and an integral part of the community. The goal is to ensure that youth have opportunities to build their skills, become leaders, and be active participants in positive change in the neighborhood. To support the next generation, youth leadership opportunities will be expanded through partnerships with area churches, universities, community-based organizations, and others.
**Political and Civic Engagement**

Engaging with local government and elected officials can assist with both understanding the political process and learning more about how neighborhood priorities can be realized. To this end, political and civic engagement will be enhanced by developing a public policy and advocacy agenda each year. The policy agenda will cover current issues such as gentrification, affordable housing, land-control, responsible development, public spending, and equity. An annual neighborhood summit will provide opportunities to measure the successes in the community and set new goals each year. In addition, increasing voter registration and turnout will ensure the community’s voice is heard. In the 2016 election, the Harris County District Clerk reports that 50% of registered voters in the Third Ward community cast a ballot, compared to the 61% who voted in Harris County overall. Moving forward, the target is to ensure that the Third Ward votes in percentages equal to Harris County or higher. Encouraging more people to exercise the right to vote will build political power in the neighborhood.

**Early Successes**

The Neighborhood Support Team (NST) has joined the Greater Third Ward Super Neighborhood #67, laying the foundation for capacity building.

The Northern Third Ward Neighborhood Planning Project (NTWNPP) recently received a 5-year, $750,000 planning implementation grant from the Wells Fargo Regional Foundation.

**50%** Of Third Ward registered voters cast a ballot in the 2016 election

**61%** Of Harris County registered voters cast a ballot in the 2016 election

**Data Sources:** Harris County District Clerk, 2016; City of Houston Planning and Development Department
<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
</tr>
</thead>
</table>
| Build Community Capacity | Create a bridge between the City, Super Neighborhood Council, and other community organizations and civic clubs  
*ACTION STEPS:* Create a structure to empower neighborhood governance and leadership, including supporting the Super Neighborhood Council and other area civic clubs in working in partnership with the City | ![Priority Icon]
| | Create a mobilization team to identify ways to share and improve resources across the neighborhood  
*ACTION STEPS:* Partner with the Third Ward Community Cloth Cooperative, NTWNPP, and other community and faith-based organizations to develop ways to share and improve resources, services, and collaboration across the neighborhood | ![Priority Icon]
| | Create a “Community Building Grant” program  
*ACTION STEPS:* Create a committee to develop and implement an early action grant program to support schools, students, youth, parent organizations, civic and business groups, and others; The grant program will fund community events and celebrations, block parties, clean-ups, fairs, etc. | ![Priority Icon]
| | Organize an annual “State of the Third Ward” summit  
*ACTION STEPS:* Organize leaders and agencies to plan the summit; Use the summit to celebrate and share successes and redefine priorities for the coming year; Present the findings to the city | ![Priority Icon]
| Nurture Young Leaders | Expand youth leadership opportunities  
*ACTION STEPS:* Work in partnership with area churches, universities and organizations to create youth leadership opportunities and nurture young leaders | ![Priority Icon]
| Expand Political and Civic Engagement | Annual public policy agenda and advocacy plan  
*ACTION STEPS:* Establish a team to develop and share an annual public policy agenda and advocacy plan for the Third Ward; Focus on issues of gentrification, land control, economic development, public spending, and equity; Present this agenda at the annual neighborhood summit | ![Priority Icon]
| | Increase voter registration and participation  
*ACTION STEPS:* Support existing political engagement efforts such as voter registration drives | ![Priority Icon]

**PLAN Legend:**
- **Complete Communities Action Plan**
- **OST/Almeda TIRZ**
- **City of Houston Plans and CIP**
- **EEDC Plans and Studies**
- **Northern Third Ward Neighborhood Plan**
- **Houston Southeast Community Plan**
## CIVIC ENGAGEMENT

<table>
<thead>
<tr>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Short</strong></td>
<td><strong>Nurture Young Leaders</strong></td>
<td>LEAD: MOE</td>
<td>Change Happens Youth Leadership Program, Junior Achievement, Mayor’s Youth Council (MYC), Mayor’s Young Ambassador’s Program (YA)</td>
</tr>
<tr>
<td><strong>Short</strong></td>
<td>Youth leaders participate in regular civic meetings annually</td>
<td>SUPPORT: Change Happens, Yates High School, Universities, Churches, Children’s Defense Fund, Freedom Schools, Blue Triangle YMCA, Civic Clubs, NAACP, Elected Officials, Sankofa Research Institute, Phi Beta Sigma, 100 Black Men, US Dream Academy at Foster ES, Workshop Houston</td>
<td></td>
</tr>
<tr>
<td><strong>Short</strong></td>
<td><strong>Increase voter registration and participation</strong></td>
<td>LEAD: DON</td>
<td>Deputy Voter Registrar Training Programs</td>
</tr>
<tr>
<td><strong>Short</strong></td>
<td>Of registered voters will vote in the 2020 election, equal to Harris County in 2016</td>
<td>SUPPORT: EDC, Council Member, NAACP, SHAPE, Southeast Management District, Midtown TIRZ, OST/Almeda TIRZ, Row House CDC, National Community Reinvestment, Houston Housing Working Group</td>
<td>LISC Small Grants, United Way Community Building Grants, Neighborhood Matching Grants</td>
</tr>
<tr>
<td><strong>Short</strong></td>
<td><strong>Annual Community Building Grant Program</strong></td>
<td>LEAD: PDD, SN Council, NST</td>
<td>Complete Communities, LISC Training for Trainers, Stronger Region, Plan Houston</td>
</tr>
<tr>
<td><strong>Short</strong></td>
<td>to fund area projects</td>
<td>SUPPORT: Civic Clubs, NTWNPP, Third Ward Community Cloth, EEDC, DON, LISC</td>
<td></td>
</tr>
<tr>
<td><strong>Short</strong></td>
<td><strong>Build Community Capacity</strong></td>
<td>LEAD: PDD, SN Council, NST</td>
<td>Neighborhood Matching Grants, Solid Waste Neighborhood Clean-Ups, DON Spring Cleaning, LISC Small Grants, United Way Community Building Grants</td>
</tr>
<tr>
<td><strong>Short</strong></td>
<td></td>
<td>SUPPORT: NTWNPP, Third Ward Community Cloth, EEDC, Row House CDC, SN Council, NST, Change Happens, Churches, Schools, Universities, Civic Clubs, HAUS Project</td>
<td></td>
</tr>
<tr>
<td><strong>Short</strong></td>
<td><strong>Create a bridge between the City, Super Neighborhood Council, and other community organizations and civic clubs</strong></td>
<td>LEAD: Council Member, DON, SN Council</td>
<td></td>
</tr>
<tr>
<td><strong>Short</strong></td>
<td></td>
<td>SUPPORT: NTWNPP, EEDC, Row House CDC, PRH, Change Happens, SHAPE, Emancipation Park Conservancy, HPARD, UH, Community Music Centers of Houston, Indigo Community of Care</td>
<td></td>
</tr>
<tr>
<td><strong>Short</strong></td>
<td></td>
<td>LEAD: PDD, SN Council, NST</td>
<td>LISC Small Grants, United Way Community Building Grants, Neighborhood Matching Grants</td>
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<tr>
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<td></td>
<td>SUPPORT: Civic Clubs, NTWNPP, Third Ward Community Cloth, EEDC, Row House CDC, SN Council, NST, Change Happens, Churches, Schools, Universities, Civic Clubs, HAUS Project</td>
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<tr>
<td><strong>Short</strong></td>
<td></td>
<td>LEAD: PDD</td>
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<td></td>
<td>SUPPORT: NTWNPP, Third Ward Community Cloth, EEDC, Row House CDC, SN Council, NST, Change Happens, Churches, Schools, Universities, Civic Clubs, HAUS Project</td>
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<td>LEAD: PDD, SN Council, NST</td>
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<td>SUPPORT: Civic Clubs, NTWNPP, Third Ward Community Cloth, EEDC, Row House CDC, SN Council, NST, Change Happens, Churches, Schools, Universities, Civic Clubs, HAUS Project</td>
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</tr>
</tbody>
</table>

### Midtown Affordable Housing Plan (Summary)

- **GOAL**
- **PROJECTS**
- **PRIORITY**
- **TIMEFRAME**
- **METRICS TO MEASURE SUCCESS**
- **PARTNERS**
- **POTENTIAL PROGRAMS**

(source: Harris County District Clerk)
ECONOMY and JOBS

Introduction
The historic Third Ward was once the center of African American commerce in Houston. In 1950, there were 175 businesses on Emancipation Avenue (formerly Dowling Street) between Pierce Street and Alabama Street. Today, there are twenty businesses in this corridor. The once vibrant commercial streets and storefronts of Third Ward have experienced years of disinvestment. As a result, many residents travel outside of the neighborhood just to meet basic needs, such as groceries or housewares.

In 2015, there were 6,832 jobs in the Third Ward. In the same year, there were 8,746 workers over the age of 16 years in the community, of which 7,444 were in the labor force and 1,302 people were unemployed, or 15%. It is crucial to match the need for jobs in the Third Ward with the need for economic investment, services, and amenities.

Economy and Jobs Goals
The three goals for jobs and economy, compiled from existing Third Ward plans and studies and a series of community meetings, focus on growing the local economy, nurturing strong and healthy local businesses, and expanding local employment opportunities. The goals are summarized here and provided in more detail on the following pages. The jobs and economy goals are:

Grow the Local Economy
Expanding economic opportunity includes supporting new businesses as well as testing community-owned co-operative models and temporary pop-up shops. Existing cooperatives in the Third Ward include the following: Renaissance Cooperative, created to stimulate economic growth, commercial development, and attract investment; NuWaters Co-op, a grocery store with produce provided by a volunteer-operated farm; and, The Third Ward Community Cloth Cooperative which is an “organization of organizations.” Co-operatives expand buying power and capacity to enable grassroots organizations to develop new businesses that grow the local economy. In addition, working towards mixed-use development in key business corridors will draw additional investment to the neighborhood. Over the next five years, the objective is to open ten new businesses, focused on meeting the highest needs in the neighborhood.

Support Local Businesses
Local Third Ward businesses, such as Crumbville, The Library Coffee and Wine House, Doshi House, NuWaters Co-op Market, and Wolf’s Clothing and Pawn Shop, prove the viability and importance of locally owned businesses. Buying local strengthens the neighborhood’s economic base, creates jobs, and sparks investment in other small businesses.

---

15% Unemployment Rate in Third Ward, 2015
4% Unemployment Rate in Houston, 2018

Data Sources: ACS 2015 (5-yr); Census Longitudinal Employer Household Dynamics (LEHD) 2015; Bureau of Labor Statistics 2018
A complete community is a thriving community with a strong local economy, jobs, and opportunities.

Promoting and supporting the small businesses that call Third Ward home will be done through three projects, a “Shop Third Ward” campaign, a facade improvement program, and expanding access to small business loans and grants. In 2015, 145 small business loans were secured for a total of $2.35 million. In the next five years, the metric to measure success is to more than double this investment to $5 million.

Expand Local Opportunities for Employment
The Third Ward is home to two major universities and is directly adjacent to the Texas Medical Center and Downtown, two of the largest employment centers in the city. Yet, unemployment in the Third Ward continues to impact residents. In 2015, the unemployment rate in the Third Ward was 15%. Agreements for local hiring will be pursued in partnership with area anchor institutions, including hosting joint job fairs, linked job training, and developing community benefit agreements. In addition, the Gulf Coast Workforce Board will bring a Texas Workforce Solutions site to the Third Ward. By expanding employment opportunities and entering into local hiring agreements unemployment in the neighborhood will be reduced.

Early Successes
The Gulf Coast Workforce Board will be bringing a Texas Workforce Solutions site to the Third Ward.

The Local Initiatives Support Corporation and the Houston Endowment are planning a new Financial Opportunity Center in partnership with Project Row Houses.

Emancipation Avenue has been designated one of three pilot sites for the City of Houston’s Walkable Places program.

The Kinder Foundation has pledged support to the EEDC’s Emancipation Avenue Main Street Initiative and the Neighborhood Development Center’s Small Business Initiative.
<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
</tr>
</thead>
</table>
| Grow the Local Economy | Seed new community-owned or worker-owned cooperatives and businesses  
*ACTION STEPS:* Identify key needs, such as full service grocery stores, restaurants, basic services, washteria, hardware store, banks and financial services; Develop concepts and plans; identify sites and corridors for new economic development; Identify incentives, partners, and funding strategies |
| | Develop temporary pop-up spaces  
*ACTION STEPS:* Spark entrepreneurship by working in partnership with property owners to identify vacant storefronts or lots to activate new Pop-Up shops at low cost; Support the EEDC’s Free Market Square |
| | Foster mixed-use development in the neighborhood  
*ACTION STEPS:* Encourage mixed-use development along Emancipation Ave, Alabama St, Elgin St and Scott St; Collaborate with METRO to encourage mixed-use development on land the agency owns |
| | Shop Third Ward  
*ACTION STEPS:* Create a “Shop Third Ward” campaign to encourage people to shop at locally owned and black owned businesses; Work in partnership with area publishers and organizations to create a business directory; Partner with Houston Southeast to establish a business association or improvement district |
| Support Small Businesses | Create a façade improvement program  
*ACTION STEPS:* Create a storefront improvement program to assist local businesses and provide local jobs, or partner with neighborhood volunteer corps to improve building facades through a youth mentorship program |
| | Expand funding and support opportunities for small businesses  
*ACTION STEPS:* Invest in historically under-utilized businesses and expand access to small business support programs, including loans and grants; Implement a micro-lending program for area businesses; Partner with the Greater Houston Black Chamber and the UH SURE Program to create a mentorship program for locally owned and black owned businesses; Create an anchor institution strategy to expand locally sourced supplies and contracts to grow small businesses; Support the Third Ward Neighborhood Development Center |
| | Attract a job training facility to the neighborhood (in progress)  
*ACTION STEPS:* Partner with the Gulf Coast Workforce board to open a Texas Workforce Solutions site in the Third Ward |
| | Partner with anchor institutions and other agencies to hire locally  
*ACTION STEPS:* Encourage hiring locally through job fairs, linked job training, and community benefit agreements |
| | Increase job-training programs and job opportunities  
*ACTION STEPS:* Partner with large institutions, large scale businesses, and local organizations to provide job training; Support and expand the Houston Anchor Collaborative with the University of Houston, Texas Southern University, Memorial Hermann and Houston First |

**PLAN Legend:**
- Complete Communities Action Plan
- OST/Almeda TIRZ
- City of Houston Plans and CIP
- EEDC Plans and Studies
- Northern Third Ward Neighborhood Plan
- Houston Southeast Community Plan
## ECONOMY and JOBS

<table>
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<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
</table>
| **Medium** | 10 | New locally owned businesses open by 2023 | LEAD: OBO  
SUPPORT: NTWNPP, EEDC, National Cooperative Bank, Universities, SN Council, NST, HSE, Community Collectives United, Third Ward Cooperative Community Builders | UH Bauer College of Business, Kinder Institute for Urban Research, TSU School of Business, HSE Micro-lending |
| Short (0 - 2 yrs) | | | LEAD: OBO  
SUPPORT: NTWNPP, EEDC, PRH, Midtown TIRZ, HSE, Houston Area Urban League, UH SURE | EEDC Free Market Square, Urban Harvest Farmers Market, HCC Southeast Entrepreneur Initiative |
| **Long** | 300 | Small business loans annually by 2023 | LEAD: OBO  
SUPPORT: EEDC, NTWNPP, HSE, Real Estate Developers | Economic Development Funding, CDBG, Main Street Program |
| Medium (2 - 5 yrs) | $5 mil | In small business loans each year In 2015, 145 small business loans totaled $2.35 million | LEAD: OBO  
SUPPORT: HSE, EEDC, SBDC, LIFT, LISC, SBA, UH SURE, PRH, Bank On Houston | Economic Development Loans, Houston Black Leadership Institute, LISC FOC, Facebook Digital Skills Program, Build Up Houston, LiftOff Houston, Business Readiness Program, UH SURE HCC Southeast, HSE Micro-lending |
| **Medium** | 50% | Reduction in the Third Ward unemployment rate by 2023 In 2015 unemployment was 15% in Third Ward, by 2023 it should be 7.5% | LEAD: OBO  
SUPPORT: PRH, FO, Gulf Coast Workforce Board | Workforce Solutions |
| Short (0 - 2 yrs) | | | LEAD: OBO  
SUPPORT: HSE, NTWNPP, EEDC, Universities, Businesses, PRH, Houston Anchor Collaborative Texas Medical Center | Houston Housing Authority Jobs Plus Initiative, AARP Foundation Tax Aide Program |
| Short (0 - 2 yrs) | | | LEAD: OBO, HPL  
SUPPORT: HSE, PRH, FO, HCC, VOA, Nation Sync, Up Skill Houston, SER Jobs for Progress, Universities, Workforce Solutions, Houston Area Urban League | National Home Building Institute, AARP SCSEP Program |
| Medium (2 - 5 yrs) | | | | |
In 2015, 77% of Houstonians over 25 years old had a HS diploma or equivalent.

**Third Ward Education**

- **8,216 Over 25 Years (2015)**
- **6,732 HS Graduate (82%)**
- **4,464 Some College (31%)**
- **1,484 No HS Diploma (18%)**

In 2015, 24% of Houstonians had some college and 31% were college grads.

**Education Goals**

The three education goals established for the Third Ward Complete Community were developed from existing plans and studies and a series of community meetings. The goals focus on enrichment programs for children and youth, strengthening local schools, and providing high quality and affordable early childcare. The goals are summarized here and provided in more detail on the following pages. The education goals are:

1. **Expand Enrichment Programs for Children and Youth**
   - The Third Ward is rich with educational institutions and community-based organizations. Working to ensure that people are aware of these local resources, particularly out of school programs, will support the ongoing success of children and youth. In addition, expanding out of school programs will ensure all children can access these resources. Providing leadership and college bound experiences for youth is an important part of this project.

2. **Strengthen Local Schools and Improve Student Success**
   - Two schools serving the Third Ward’s children, Blackshear Elementary and Cullen Middle School, have been designated “improvement required” by the Texas Education Agency over a number of years. HISD is currently proposing to close Blackshear Elementary and re-open it to serve limited grades, while strategies to improve Cullen Middle School are also being explored. Strengthening local schools through increasing parent engagement, hiring qualified teachers and administrators, and creating partnerships with area universities, alumni and other organizations is important to the future of the community. The aim is for all area schools to not only meet the Texas Education Agency’s standards, but to exceed them.

3. **Expand High Quality Early Childcare**
   - According to data provided by Children at Risk, the Third Ward has over 3,000 early childcare seats.
A complete community is a learning community with high quality schools, early childcare, and out of school enrichment and support programs for children and youth.

Of these, 197 are subsidized and 638 are defined as “quality”, with 30 of these early childcare seats being Texas Rising Star certified. Children at Risk notes that there are 1,047 children in homes where parents are working, and 255 of these children are in low-income households. As a result, expanding the number of subsidized and quality childcare seats to meet the needs of low-income families will require, at minimum, an additional 59 subsidized and certified seats.

Provide Mentorship Opportunities for Youth
Nearly 500 households with children in the Third Ward are headed by single parents, and have incomes below the poverty level. Mentorship, enrichment, and leadership programs can help to encourage youth to succeed in school and life. The benefits of mentorship include improved academic performance and exposure to new ideas and careers. In addition, expanding experiences at area universities will widen the outlook of young people as they plan for their future careers. The goal is to guarantee that area youth have access to mentors to guide them, as well as the knowledge and support to prepare for college or other career paths.

Early Successes
The United Way, in partnership with the Mayor’s Office of Education, the Houston Endowment, and Harris County Department of Education launched the Out 2 Learn website, a directory of out of school programs for youth. Visit http://out2learnhou.org/.

The Houston Public Library has expanded youth programs at many Complete Communities libraries. Visit the Smith Neighborhood Library to learn more, http://houstonlibrary.org/location/smith-neighborhood-library.

The Mayor’s Office of Education held community meetings where successes, barriers, solutions, and recommendations to improve area schools were identified.

82% Of Third Ward residents over the age of 25 had a high school diploma in 2015
77% Of Houston residents over the age of 25 had a high school diploma in 2015

<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
</tr>
</thead>
</table>
| Expand Enrichment Programs for Children and Youth                   | **Create a directory of out of school programs**  
 ACTION STEPS: Work in partnership with the United Way’s “Out 2 Learn” website to promote area out of school programs; Conduct outreach to ensure parents are familiar with the site and the opportunities available |          |
| **Plan:**                                                           |                                                                                                                                                                                                          |          |
| Strengthen Local Schools and Improve Student Success                | **Partner with universities, community centers, the neighborhood library, parks, and non-profit organizations to expand out of school programs**  
 ACTION STEPS: Partner with organizations providing out of school programs to expand opportunities for youth, including programs available at the Smith Neighborhood Library; Partner with the Department of Neighborhoods to distribute promotional materials |          |
| **Plan:**                                                           |                                                                                                                                                                                                          |          |
| Hire qualified teachers and principals for area schools             | **Strengthen neighborhood schools and improve student success**  
 ACTION STEPS: Create partnerships between HISD schools, parents, students, alumni, teachers, area non-profits, and universities to strengthen area schools; Collaborate to identify key priorities; Re-evaluate school funding formulas that create inequity |          |
| **Plan:**                                                           |                                                                                                                                                                                                          |          |
| Participate in efforts to regain a middle school or middle school grades at an area elementary school | **Strengthen community and parent teacher engagement in local schools, including participation in PTA/PTOs**  
 ACTION STEPS: Support parents’ voices in shaping the future of the schools; Create support groups to fundraise; Create opportunities to supervise field trips; Support tutoring and mentoring |          |
| **Plan:**                                                           |                                                                                                                                                                                                          |          |
| Expand access to quality and affordable early childhood education   | **Hire qualified teachers and principals for area schools**  
 ACTION STEPS: Work in partnership with MOE and HISD to ensure the success of area schools through quality administration and teaching |          |
| **Plan:**                                                           |                                                                                                                                                                                                          |          |
| Expand youth mentorship programs                                   | **Participate in efforts to regain a middle school or middle school grades at an area elementary school**  
 ACTION STEPS: Work in partnership with HISD, parents, and others to explore the potential of a middle school in the community |          |
| **Plan:**                                                           |                                                                                                                                                                                                          |          |
| Provide Mentorship Opportunities for Youth                          | **Expand access to quality and affordable early childhood education**  
 ACTION STEPS: Evaluate the existing early childcare programs for quality and affordability; Identify steps to expand subsidized centers, three existing centers are subsidized; Encourage centers to achieve Texas Rising Star or National certification, currently two centers are nationally certified |          |
| **Plan:**                                                           |                                                                                                                                                                                                          |          |
| Create a college-bound experience program with area universities    | **Expand youth mentorship programs**  
 ACTION STEPS: Develop youth mentorship programs with local leaders and role models, including churches, universities, and the Hermann Park Rotary Club; Encourage youth to apply for Hire Houston Youth and other summer youth programs |          |
| **Plan:**                                                           |                                                                                                                                                                                                          |          |
| **Plan Legend:**                                                    | ![Complete Communities Action Plan](image)  
 ![City of Houston Plans and CIP](image)  
 ![OST/Almeda TIRZ](image)  
 ![EEDC Plans and Studies](image)  
 ![Northern Third Ward Neighborhood Plan](image)  
 ![Houston Southeast Community Plan](image) |
## Youth

### Opportunities for Mentorship

**LEAD:** MOE  
**SUPPORT:** United Way, HISD, HPL, Area Universities, NTWNPP  
**POTENTIAL PROGRAMS:** Out 2 Learn  
**METRICS TO MEASURE SUCCESS:**  
- **Short (0 - 2 yrs)**  
  - 25% Increase in the number of students served by the Smith Neighborhood Library by 2023  
    - Source: Smith Neighborhood Library Data  
  - LEAD: MOE  
  - SUPPORT: United Way, HISD, HPL, Area Universities, NTWNPP  
- **Medium (2 - 5 yrs)**  
  - LEAD: HISD, MOE, UH  
  - SUPPORT: Area Universities, Alumni, Non-Profit Organizations and Churches, Area Schools, CIS  
  - University of Houston Third Ward Initiative  
- **Short (0 - 2 yrs)**  
  - All Area schools and feeder schools, including Blackshear, Lockhart, Cullen and Yates will meet or exceed TEA Standards by 2023  
    - Source: TEA Report, 2016  
  - LEAD: HISD, MOE  
  - SUPPORT: Area Schools  
  - HISD FAME Program  
- **Long (5+ yrs)**  
  - LEAD: HISD, MOE  
  - Collaborative for Children, College Bound from Birth, Workforce Solutions Childcare Subsidies, Avance Early Head Start Program, Federal Head Start Program, Texas Rising Star Program  
- **Medium (2 - 5 yrs)**  
  - LEAD: MOE, HISD  
  - SUPPORT: Collaborative for Children, NTWNPP, EEDC, UH, TSU  
  - ACE Houston, Change Happens- Rescue Youth Program, Hire Houston Youth, DON Summer Youth Internship Program  
- **Short (0 - 2 yrs)**  
  - LEAD: UH, TSU, HCC  
  - SUPPORT: Change Happens, MOE, HPL, HISD, Area Schools  
  - ACE Houston, C-STEM, University of Houston Third Ward Initiative, HCC Southeast  

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**Midtown Affordable Housing Plan (Summary)**

**PROJECTS PRIORITY**

- **TIMEFRAME**
  - Short (0 - 2 yrs)
  - Medium (2 - 5 yrs)
  - Long (5+ yrs)
- **METRICS TO MEASURE SUCCESS**
  - Short (0 - 2 yrs)
  - Medium (2 - 5 yrs)
  - Long (5+ yrs)
- **PARTNERS**
  - MOE, HISD, MOE, UH, Area Universities, Alumni, Non-Profit Organizations and Churches, Area Schools, CIS  
- **POTENTIAL PROGRAMS**
  - Out 2 Learn  
  - University of Houston Third Ward Initiative  
  - HISD FAME Program  
  - Collaborative for Children, College Bound from Birth, Workforce Solutions Childcare Subsidies, Avance Early Head Start Program, Federal Head Start Program, Texas Rising Star Program  
  - ACE Houston, Change Happens- Rescue Youth Program, Hire Houston Youth, DON Summer Youth Internship Program  
  - ACE Houston, C-STEM, University of Houston Third Ward Initiative, HCC Southeast

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**Midtown Affordable Housing Plan (Summary)**

**EDUCATION**

**ACTION PLAN**

- **Collaborative for Children, College Bound from Birth, Workforce Solutions Childcare Subsidies, Avance Early Head Start Program, Federal Head Start Program, Texas Rising Star Program**  
  - LEAD: MOE, HISD  
  - SUPPORT: Collaborative for Children, NTWNPP, EEDC, UH, TSU  
  - ACE Houston, Change Happens- Rescue Youth Program, Hire Houston Youth, DON Summer Youth Internship Program  
  - ACE Houston, C-STEM, University of Houston Third Ward Initiative, HCC Southeast  

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**Midtown Affordable Housing Plan (Summary)**
HEALTH

Introduction
A healthy community is a complete community. In 2015, Third Ward residents had a higher rate of health insurance coverage than the city overall, 80% compared to 73% in Houston. Those without health insurance are less likely to get routine checkups.

The neighborhood was served by one federally qualified healthcare center at the Riverside Clinic, operated by Central Care, but this facility has recently closed. There are no other primary care physicians or family doctor offices in the neighborhood. 18% of residents were dependent on public transportation in 2015, which makes it difficult to access medical services outside of the neighborhood.

Preventative healthcare services in the neighborhood include the DAWN (Diabetes Awareness and Wellness Network) program at the Third Ward Multi-Service Center. This program, managed by the Houston Health Department, offers free wellness programming to those diagnosed with, and at risk for, diabetes. The Multi-Service Center also has services from Gateway to Care, a non-profit organization dedicated to ensuring everyone has access to affordable and accessible healthcare.

According to the Complete Community Health Profile for Third Ward, completed by the Houston Health Department, one-third of Third Ward residents did not get regular physical exercise outside of their job in 2013-2014, a slightly higher percent than Houston overall (29%). In addition, the same study reported that adult obesity rates in Third Ward were 40%, a number significantly higher than Houston’s at 35%.

A challenge in the Third Ward community is that available health programs and the needs of residents are not always aligned. As a result, working to improve communication so people can connect to the needed resources and services will ensure a healthier community.

Health Goals
The two goals developed to address health were compiled from existing Third Ward plans and studies as well as a series of community meetings. The focus of the goals is on improving access to quality healthcare and fresh and nutritious food. The goals are summarized here and provided in more detail on the following pages. The goals for health are:

Improve Access to Healthcare
Third Ward residents have identified access to healthcare as a key concern. Yet, according to the profile completed by the Health Department more adults in the Third Ward received routine check-ups (72%) than in Houston overall (67%). Ensuring people know about healthcare programs available in the community and improving and expanding outreach and visibility of these programs will increase neighborhood health and well-being. This includes expanding preventative care, health fairs, and outreach to ensure that people can access services.

Data Sources: ACS 2015 (5-yr); Complete Community Health Profile, Third Ward, Houston Health Department 2017

80% Of Third Ward residents had health insurance in 2015
73% Of Houston residents had health insurance in 2015
A complete community is a healthy community with access to high quality healthcare and fresh and nutritious food.

that enhance their well-being and have knowledge about the programs available in the community.

Expanding access to mental health care is an important part of this goal. The Houston Health Department profile found that 14% of the adults in the Third Ward neighborhood struggled with mental health for 14 days or more during 2013-2014. This average is greater than the Houston average of 12%.

Increase Access to Healthy Food
Much of the Third Ward has been designated a “food desert,” where affordable and nutritious food is difficult to access. The neighborhood is without a major grocery store or supermarket. NuWaters Co-op provides access to fresh fruits and vegetables, but primarily serves the northwest portion of the neighborhood. Overall, 25% of households in the Third Ward live in low-income census tracts, do not have a car, and are more than a mile from a grocery store, according to data provided by the USDA Food Desert Map. These 1,347 households, or approximately 3,600 residents, struggle to access fresh and affordable food for their families.

Expanding access to healthy food is an important goal, and can in part be addressed by expanding urban farms and gardens and supporting the existing gardens in the community. In addition, attracting a more comprehensive grocery store is included in the Economy and Jobs section of this Action Plan. This goal will be achieved when everyone living in the Third Ward has access to healthy food.

72% Of Third Ward adults (18+) received a routine check-up in 2013-2014

67% Of Houston adults (18+) received a routine check-up in 2013-2014
**Improve Access to Healthcare**

**Expand counseling and other supportive services to families**
*ACTION STEPS:* Identify mental health needs in the community; Work with partners to address these needs and expand supportive services

**Expand and improve access to care through health outreach programs**
*ACTION STEPS:* Create a directory of existing health-related programs; Expand knowledge of healthcare and other health services in the community through additional outreach and visibility, including the Diabetes Awareness and Wellness Program; Partner with the University of Houston and Houston Health Department to provide Community Health Worker Training

**Expand access to preventative healthcare**
*ACTION STEPS:* Partner with health providers and organizations to raise awareness regarding the importance of wellness and methods for attaining and maintaining wellness

**Support the development of a comprehensive health facility**
*ACTION STEPS:* Partner with Harris County to re-open Riverside Hospital as a primary care-behavioral health facility to serve the community

**Increase Access to Healthy Food** (Also see Jobs and Economy)

**Expand community gardens**
*ACTION STEPS:* Identify sites and vacant lots for new gardens or urban farms; Identify policy barriers to urban farming; Create a campaign and educational support for backyard gardens; Develop partners for implementation; Connect local gardeners and growers with farmers markets or develop farm stands in the community; Connect community gardens to education to encourage and promote health, outdoor activity and nutrition through local food

**Expand amenities at existing community gardens**
*ACTION STEPS:* Identify needs at existing sites, like Ecotone, Blodgett Urban Gardens and Alabama Gardens; Improvements might include electricity, lighting, wash stations, outdoor kitchens, fencing, seating; identify partners for funding and implementation of improvements; Connect local gardeners and growers with farmers markets or develop farm stands in the community

**PLAN Legend:**
- Complete Communities Action Plan
- City of Houston Plans and CIP
- OST/Almeda TIRZ
- EEDC Plans and Studies
- Northern Third Ward Neighborhood Plan
- Houston Southeast Community Plan
<table>
<thead>
<tr>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
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<td>Short (0 - 2 yrs)</td>
<td>Improve Access to Healthcare</td>
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<td>CIS-Mental Health Initiative, NAMI Greater Houston, UT Health</td>
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<td>SUPPORT: NTWNPP, Third Ward MSC, Universities, Wheeler Avenue Triangle Ministries Inc., HISD, Area Schools, Avenue 360</td>
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<tr>
<td>Short (0 - 2 yrs)</td>
<td>Expand and improve access to care through health outreach programs</td>
<td>LEAD: HHD, MBK</td>
<td>UH Third Ward Initiative, Diabetes Awareness and Wellness Network</td>
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<td></td>
<td>SUPPORT: NTWNPP, EEDC, TSU, Change Happens, Texas Medical Center, Third Ward MSC, Third Ward Community Cloth, SHAPE, Churches, Wheeler Avenue Triangle Ministries, Area Healthcare Providers, Avenue 360</td>
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<tr>
<td>Medium (2 - 5 yrs)</td>
<td>Expand access to preventative healthcare</td>
<td>LEAD: HHD, MBK</td>
<td>UH Third Ward Initiative, Diabetes Awareness and Wellness Network, Baylor College of Medicine, UT Health, Memorial Hermann, US Dream Academy</td>
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<td></td>
<td>SUPPORT: HSE, UH Third Ward Initiative, DAWN Center, NTWNPP, EEDC, TSU, Change Happens, Texas Medical Center, Third Ward MSC, Third Ward Community Cloth, SHAPE, Churches, Wheeler Avenue Triangle Ministries, Area Healthcare Providers, Avenue 360</td>
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<tr>
<td>Long (5+ yrs)</td>
<td>Support the development of a comprehensive health facility</td>
<td>LEAD: HHD, MBK</td>
<td>Philanthropic Organizations</td>
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<td>SUPPORT: Harris County, University of Houston, Texas Medical Center, Baylor College of Medicine, Avenue 360</td>
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</tr>
<tr>
<td>Long (5+ yrs)</td>
<td>Increase Access to Healthy Food (Also see Jobs and Economy)</td>
<td>LEAD: HHD, MBK</td>
<td>GRO1000, Health Department Gardening Classes</td>
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<td></td>
<td></td>
<td>SUPPORT: Plant It Forward, Harris County Master Gardeners, Houston Food Policy Work Group, Ecotone, EEDC</td>
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</tr>
<tr>
<td>Medium (2 - 5 yrs)</td>
<td>Expand community gardens</td>
<td>LEAD: TSU, HCDD</td>
<td>Urban Harvest, Blodgett Community Garden, Alabama Gardens, Harris County Master Gardeners</td>
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<td>SUPPORT: Urban Harvest, Blodgett Community Garden, Alabama Gardens, Harris County Master Gardeners</td>
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</tbody>
</table>

**Health**

- **80%** Of residents will get annual check ups by 2023, an 8.5% increase from 2013-2014
  - Source: Houston Health Department, Complete Communities Report

- **100%** Of residents who live in low-income census tracts and do not have a vehicle will have access to healthy food by 2023
  - Currently, 1347 of 5464 (25%) households are more than 1/2-mile from a grocery and do not have a vehicle
  - Source: USDA, Food Desert Map
**HOUSING**

**Introduction**
History is woven into the fabric of the Third Ward. Preserving historic housing is essential to preventing the displacement of residents and loss of history. In addition, providing high quality affordable housing is one of the most critical needs in the neighborhood.

Over the last decade, a widening gap has emerged between the number of available affordable units and the number of residents with moderate and low incomes. Development pressure is accelerating the loss of affordable housing as many older homes are demolished and replaced by new, high-end, single-family homes and townhomes. With new development property values are soaring, which could create property tax burdens for owners.

**Housing Goals**
The four housing goals established for the Third Ward Complete Community, created from existing plans and studies and a series of community meetings, focus on building new affordable housing, protecting existing owners and renters from displacement, preserving existing housing, and developing a shared vision and advocacy team to ensure future housing goals are both agreed upon and realized. The goals are summarized here and provided in more detail on the following pages. The housing goals are:

**Build Housing for All**
The number of housing units in the Third Ward declined between 2010 and 2015 by 6%. In 2010, the median price of a home in the Third Ward was $124,500; by 2015 this had risen to $180,500, a 45% increase. Housing is becoming increasingly out of reach for Third Ward residents, who had a median household income of $24,000 in 2015. Building new affordable renter and owner housing, incentivizing the inclusion of subsidized units in higher-density market rate projects, and establishing a Community Land Trust to preserve long-term affordability are all key to preventing displacement and ensuring that the area’s housing meets everyone’s needs. Three new housing projects are currently being developed by Row House CDC, Trinity East CDC, and PRH Preservation that would provide nearly 200 new affordable housing units in the neighborhood. Success will be measured by ensuring there is no net loss of affordable housing in the Third Ward and that affordability is maintained in the long-term.

**Provide Protection from Displacement**
The Third Ward community is home to far more renters than owners. In 2015, 71% of neighborhood households were renters, compared to 56% in the City of Houston. In the same year, eviction cases were filed against more than 700 renters—20% of area renter households. The number of homeowners declined by 18% between 2000 and 2010, and then rose slightly by 2015, reflecting new development in the area. Developing tools to protect renters in the neighborhood, including tenant counseling, emergency rental assistance, utility and credit assistance, eviction protection, and financial training,
can work to minimize displacement. Community homeowners also need tools to protect them from displacement, which would include filing for appropriate exemptions and creating new policies to relieve tax burdens on low-income and long-term owners in the community.

**Repair and Preserve Existing Housing**

Today, there are approximately 2,000 historic homes in the Third Ward that were built before 1940. These structures reflect the character of the community and are often affordable to both renters and owners. Despite this, too many of these units are in need of repair, while another 26% of community housing units sat vacant in 2015. To protect the character and history of the Third Ward, home repair programs will be promoted and expanded. Additionally, it is important to identify, purchase, move, and renovate historic housing to protect it from demolition. The intent is to secure the number of affordable housing units and to ensure that additional loss of historic housing is minimized.

**Plan For Future Housing**

The final goal is to create an affordable housing plan that defines the future objectives for Third Ward housing needs. The housing plan would drive both public and private investment in housing. Finally, a housing advocacy team will be created to continue to advocate for policies that prevent displacement, support existing residents, and encourage the construction of housing as identified in the housing plan.

Two-bedroom units affordable to rent for Third Ward families making 50% of the area median income ($31,200) in 2015

Total number of Third Ward renter households making 50% or less of area median income in 2015

A complete community is an affordable community with high quality housing accessible to people with a diversity of incomes, where existing residents are protected from displacement, historic homes are repaired and preserved, and where a shared vision shapes future development.
<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
</tr>
</thead>
</table>
| Build Housing for All | Utilize tools to secure long-term housing affordability and prevent involuntary displacement  
*ACTION STEPS:* Utilize tools such as restrictions in development agreements, right of first refusal, residential covenants, liens, deed restrictions, affordable housing set-asides and the Community Land Trust (CLT) when financing multi-family or single-family housing | ![Progress Indicator] |
| | Build new affordable single-family housing  
*ACTION STEPS:* Develop partnerships between local organizations and Housing and Community Development (HCDD) for the construction of affordable single-family infill housing; Seek HCDD funding and foundation grants for building new housing at 80% of AMI or below (average cost per unit of $150,000); Explore the potential of this housing becoming part of the CLT; Ensure potential homeowners are informed of programs to assist first time homebuyers with down payment assistance and other grants | ![Progress Indicator] |
| | Build new affordable rental housing  
*ACTION STEPS:* Identify potential sites and concepts for quality multi-family/mixed-use affordable rental housing in partnership with Housing and Community Development; Explore needs for senior housing; Identify funding and partners for implementation; Support the Affordable Housing Operations Center that will house organizations that provide quality, affordable, low- to moderate-income housing and transformational economic development | ![Progress Indicator] |
| | Incentivize mixed-use developers to include set-asides for housing that is priced below market  
*ACTION STEPS:* Partner with Housing and Community Development to develop policies and incentives for affordable housing set asides in market rate projects; Work in partnership with Planning and Development to identify tools to further incentivize these projects, such as fast track permitting | ![Progress Indicator] |
| | Provide programs and policies to support and protect renters  
*ACTION STEPS:* Develop renter assistance programs to ensure existing residents can remain in the neighborhood, including tenant counseling, emergency rental assistance, utility assistance, eviction protection, credit assistance, and financial training; Prioritize existing residents for new affordable housing; Explore “Just Cause” eviction controls and protection against rent increases | ![Progress Indicator] |
| | Provide tools and resources to protect area homeowners  
*ACTION STEPS:* Partner with Harris County Appraisal District, local non-profits, and Housing and Community Development to conduct Homestead Exemption Workshops and develop additional workshops on property taxes, exemptions (e.g. senior exemptions or historic preservation exemptions for renovations), wills, predatory lending, appraisals, and other information to safeguard homeowners; Explore tax abatement for long-term, income eligible homeowners to prevent displacement | ![Progress Indicator] |

**PLAN Legend:**  
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- Northern Third Ward Neighborhood Plan  
- Houston Southeast Community Plan
## Displacement Protection from Displacement

Provide tools and resources to protect area homeowners to prevent displacement and to safeguard homeowners; Explore tax abatement for long-term, income eligible renovations, wills, predatory lending, appraisals, and other information to exempt from property tax (e.g. senior exemptions or historic preservation exemptions for older properties).

**Exemption Workshops and develop additional workshops on property taxes, tax abatement, and other resources to help homeowners.

### ACTION STEPS:
- Partner with Harris County Appraisal District, local nonprofit organizations, and legal aid centers.
- Work in partnership with Planning and Development to identify policies and incentives for affordable housing set asides in market rate developments for future projects.

### LEAD: HCDD
### SUPPORT: Land Owners, Neighborhood Recovery CDC, EEDC, ECDP, NTWNPP, Row House CDC, Wheeler Avenue Triangle Ministries, Inc., CCPPI, EEDC, NTWNPP, Row House CDC, Wheeler Avenue Triangle Ministries, Inc.

### Midtown Affordable Housing Plan (Summary)

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<tbody>
<tr>
<td><strong>Short (0 - 2 yrs)</strong></td>
<td><strong>0</strong></td>
<td><strong>LEAD: HCDD</strong></td>
<td><strong>Support: EEDC, NTWNPP</strong></td>
</tr>
<tr>
<td><strong>Medium (2 - 5 yrs)</strong></td>
<td><strong>Net loss of affordable housing units by 2023</strong></td>
<td><strong>In 2015 496 homes were affordable to families who owned their homes making 50% of Area Median Income (AMI)</strong></td>
<td><strong>Homebuyer Assistance Program, My First Texas Home, Mortgage Credit Certificate Program, Five-Star Texas Advantage Program, Urban League Homebuyer Education Programs, Black Realtors Association, LARA</strong></td>
</tr>
<tr>
<td><strong>Medium (2 - 5 yrs)</strong></td>
<td><strong>In 2000 there were 1006 homes affordable to families making 50% of AMI</strong></td>
<td><strong>In 2015 there were 1,170 two-bedroom units affordable to rent for families making 50% of AMI</strong></td>
<td><strong>Source: ACS 2015 (5-yr), Census 2000</strong></td>
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<tr>
<td><strong>Long (5+ yrs)</strong></td>
<td><strong>Renters will be protected from eviction each year, through financial or legal support, this is approximately 10% of the 722 eviction cases in 2015</strong> (Source: Harris County Court Records, 2015)</td>
<td><strong>LEAD: HCDD</strong></td>
<td><strong>Support: MRA, Row House CDC, Wheeler Avenue Triangle Ministries Inc., LISC, Change Happens, NTWNPP, Texas Low Income Housing Coalition, EEDC, ECDP, Faith-Based Organizations and CDCs, Earl Carl Institute at TSU, PDD</strong></td>
</tr>
<tr>
<td><strong>Short (0 - 2 yrs)</strong></td>
<td><strong>70</strong></td>
<td><strong>LEAD: HCDD</strong></td>
<td><strong>Support: DON, HCAD, EEDC, NTWNPP, Opal Mitchell Lee Property Preservation Project, LISC, Row House CDC, Wheeler Avenue Triangle Ministries Inc., Houston Area Urban League, Gulf Coast Community Services, local and national banks, Third Ward Multi-Service Center, SHAPE, UH Law Center, Earl Carl Institute at TSU</strong></td>
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<td><strong>Short (0 - 2 yrs)</strong></td>
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<td><strong>LEAD: HCDD</strong></td>
<td><strong>Support: EEDC, NTWNPP, Opal Mitchell Lee Property Preservation Project, LISC, Row House CDC, Wheeler Avenue Triangle Ministries Inc., Houston Area Urban League, Gulf Coast Community Services, local and national banks, Third Ward Multi-Service Center, SHAPE, UH Law Center, Earl Carl Institute at TSU</strong></td>
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<th>GOAL</th>
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</tr>
</thead>
</table>
| Provide Protection from Displacement (Continued) | Inform and educate residents and civic clubs on existing preservation tools  
*ACTION STEPS:* Hold educational sessions on Lot Size/Building Line Ordinance, Yard Parking Ordinance, permitting notifications, land use controls and the platting process | ![Priority Icon] |
| Repair and Preserve Existing Housing | Preserve historic housing  
*ACTION STEPS:* Identify historic housing that is at risk of demolition; Move and renovate identified housing to vacant infill lots; Prioritize developing restored housing as affordable | ![Priority Icon] |
| | Provide home repair assistance  
*ACTION STEPS:* Identify income eligible seniors and enroll them in Housing and Community Development’s Home Repair Program; Explore partnerships with area non-profit organizations to develop an additional home repair program that provides job training and employment to area residents, while also maintaining area homes | ![Priority Icon] |
| Plan For Future Housing | Combine community planning efforts that support affordable housing to create efficiencies where possible  
*ACTION STEPS:* Support development at the point of each including pre-development funding, gap financing, and constructions loans; Partner with the Housing and Community Development Department to provide input on the proposed citywide housing plan | ![Priority Icon] |
| | Create an affordable housing advocacy team to work with residents, city agencies, property owners, and developers on housing policy and programs  
*ACTION STEPS:* Identify a lead agency to organize the team and recruit area leaders and housing advocates | ![Priority Icon] |
| | Demolish abandoned structures to promote safety and make the land available for the construction of new affordable housing units  
*ACTION STEPS:* Remove dilapidated and abandoned houses; Accelerate the removal of dangerous buildings in coordination with the Department of Neighborhoods | ![Priority Icon] |
| | Hire dedicated staff to facilitate project implementation  
*ACTION STEPS:* Seek foundation support to engage a Project Manager in the Complete Communities area to oversee and manage project activities | ![Priority Icon] |

**PLAN Legend:**  
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<th>POTENTIAL PROGRAMS</th>
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<tr>
<td>Short (0 - 2 yrs)</td>
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<td><strong>LEAD:</strong> PDD&lt;br&gt;<strong>SUPPORT:</strong> Civic Clubs and Non-Profit Organizations</td>
<td>Lot Size/Building Line Ordinance, No Yard Parking Ordinance, Permitting Notifications</td>
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<td>Medium (2 - 5 yrs)</td>
<td>Of the homes constructed before 1940 that stand today will be standing in 2023</td>
<td><strong>LEAD:</strong> HCDD&lt;br&gt;<strong>SUPPORT:</strong> Change Happens, NTWNPP, EEDC, Row House CDC, Wheeler Avenue Triangle Ministries, SHAPE, Generation One, Rebuilding Together Houston, Third Ward Multi-Service Center, Preservation Houston</td>
<td>National Trust for Historic Preservation</td>
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<td>In 2016 there were 2,041 homes built before 1940 Source: ACS 2016 (5-yr)</td>
<td><strong>LEAD:</strong> HCDD&lt;br&gt;<strong>SUPPORT:</strong> Row House CDC, Change Happens, SHAPE, Generation One, Wheeler Avenue Triangle Ministries, Habitat for Humanity, Rebuilding Together Houston, NTWNPP, EEDC</td>
<td>HCDD Home Repair Program, Weatherization Assistance Program, Texas Ramp Project, Rebuilding Together Houston (including Roofs Over Houston, Interior Repair Program, Safe and Sound Program, Ramp Angels)</td>
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<td>Short (0 - 2 yrs)</td>
<td>Affordable Housing Advocacy Team will be formed and meet regularly by 2023</td>
<td><strong>LEAD:</strong> PDD, HCDD&lt;br&gt;<strong>SUPPORT:</strong> NST Housing Workgroup, LISC, EEDC, NTWNPP, ECDP, local churches, local and national banks</td>
<td>Texas Pace Authority, Urban Houston Framework</td>
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<td><strong>LEAD:</strong> PDD, HCDD&lt;br&gt;<strong>SUPPORT:</strong> NST Housing Working Group, Row House CDC, Wheeler Avenue Triangle Ministries Inc., HAUS Project, EEDC, NTWNPP, ECDP, SN Council, NST</td>
<td>Advocate Senior Legal Center</td>
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<td><strong>LEAD:</strong> DON</td>
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<td><strong>LEAD:</strong> PDD&lt;br&gt;<strong>SUPPORT:</strong> Local and National Banks; Foundations</td>
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Midtown Affordable Housing Plan (Summary)
MOBILITY and INFRASTRUCTURE

Introduction
A resilient community with quality infrastructure, including streets, sidewalks, and reliable public transit, makes a complete community. The Third Ward is well-served by public transit, including the Southeast Corridor Light Rail Line (Purple Line) which travels along Scott Street in the eastern portion of the neighborhood, and connects directly to Palm Center to the south and downtown to the north. The Purple Line provides further access to the North Corridor Light Rail Line and the East End Line. Many residents are dependent on public transit. In 2015, 18% of area households did not own a vehicle, compared to 6% in the City overall. As a result, 12% of workers used public transit to get to work, compared to 4% in Houston; an additional 17% walked or biked.

While the Third Ward is well-connected to the City by transit, the neighborhood streets, sidewalks, and crossings need improvement. Because so many residents depend on transit, the condition of sidewalks and the larger issue of walkability is key to creating a complete community, and connecting residents to opportunities across the city.

Mobility and Infrastructure Goals
There are four goals for mobility and infrastructure, developed from existing Third Ward plans and studies and a series of community meetings. The focus is on improving neighborhood mobility, building great streets, expanding bike lanes and facilities, and ensuring drainage systems are properly maintained and improved. The goals are summarized here and provided in more detail on the following pages. The goals for mobility and infrastructure are:

Improve Neighborhood Mobility
Third Ward is home to a high number of seniors and others who are transit dependent. As the Complete Communities initiative moves forward, working with neighborhood and City partners to ensure seniors and others have good mobility, through either accessible public transit or a neighborhood ride share program, will ensure families have options for visits to the doctor, bank, to buy groceries, or other essential trips. The goal includes exploring a community connector bus to serve seniors and exploring the potential extension of the Westheimer Bus Route east to the University of Houston. The long term goal is to ensure that public transit continues to be a viable option for mobility in the Third Ward.

Build Great Streets
The desire to improve the quality of life in the Third Ward is supported by the goal to build complete streets that accommodate all residents’ needs including access to public transit, sidewalks, and streetscaping. Priorities include improved and expanded sidewalks adjacent to community facilities, schools, and other essential services and a series of street improvements, including the northern portion of Emancipation Avenue. Streetscaping amenities include crosswalks, ramps, landscaping, and tree planting. Finally, establishing a special parking district would spark economic development and discourage nuisance parking on residential streets. By 2023, the

<table>
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<th>Data Source: ACS 2015 (5-yr); City of Houston GIS</th>
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<td>12% Of Third Ward workers ages 16 years and older rode public transit to work in 2015</td>
</tr>
<tr>
<td>18% Of Third Ward households were without a vehicle in 2015</td>
</tr>
<tr>
<td>4% Of Houston workers ages 16 years and older rode public transit to work in 2015</td>
</tr>
<tr>
<td>6% Of Houston households were without a vehicle in 2015</td>
</tr>
</tbody>
</table>
goal is to have ten miles of neighborhood sidewalk improvements complete.

**Expand Bike Lanes and Facilities**

In 2015, 17% of Third Ward workers over the age of 16 years walked or biked to work. The current neighborhood bike network includes the Columbia Tap Trail, the Brays Bayou Greenway Trail, and five miles of on-street bike lanes. Expanding this network of bike lanes and amenities will increase the comfort and opportunity of this alternative transportation method. This includes building new priority bike lanes in the community and expanding B-Cycle stations. Priority bike lanes include Tierwester, Emancipation, Tuam, and Scott Street. The goal is to construct a minimum of five miles of new bike routes throughout the neighborhood by 2023.

**Improve Drainage**

Severe flooding has impacted many Houston neighborhoods in recent years. However, the Third Ward is strategically located between Buffalo Bayou to the north and Brays Bayou to the south, in an area with minimum flood risk. Properly maintaining area ditches and right-of-ways will ensure that the flood risk in the community remains minimal. A properly maintained ditch not only reduces flooding concerns, but also enhances the health and quality of life of the neighborhood. Exploring the use of green infrastructure and other innovative storm water projects could help to support new resilient design strategies in the future.

**Early Successes**

The Emancipation Avenue corridor has been designated one of three pilot sites for the City of Houston’s Walkable Places program.

Mayor Sylvester Turner, Harris County Commissioner Rodney Ellis and other local leaders will implement the Bike Plan to improve bike and pedestrian safety through a new city-county partnership. Precinct One pledged $10M and the City of Houston $5.5M city-wide.
<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Improve Neighborhood Mobility</td>
<td>Neighborhood Ride Share Program</td>
<td></td>
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<tr>
<td></td>
<td><em>ACTION STEPS:</em> Develop a neighborhood ride share program or community connector bus focused on serving seniors; Explore a partnership with ARA/ Park Houston to provide a Car Share Program</td>
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<tr>
<td></td>
<td>Improve public transit</td>
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<tr>
<td></td>
<td><em>ACTION STEPS:</em> Work with METRO to explore transit improvements for the current long range plan, including the potential to extend the Westheimer bus route east to Emancipation Park and UH and a north-south bus route on Emancipation Avenue between the Texas Medical Center and downtown</td>
<td></td>
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<tr>
<td></td>
<td>Improve sidewalks and crossings</td>
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<td></td>
<td><em>ACTION STEPS:</em> Public Works is currently prioritizing the following sidewalk projects: Ennis, from Wheeler to Eagle; Nagle from Elgin to Rosalie; Elgin/ Lockwood from Cullen to Eastwood; Ruth from Tierwester to Canfield; Identify additional sidewalk improvements adjacent to community facilities and essential services; Partner with the EEDC to advocate for sidewalk and high visibility crossing improvements adjacent to area schools</td>
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<tr>
<td></td>
<td>Improve area streets</td>
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<tr>
<td></td>
<td><em>ACTION STEPS:</em> Partner with Public Works and the OST/Almeda TIRZ to improve streets, priorities include the northern section of Emancipation Avenue from McGowen to Pierce; Holman Street from Emanuel to Scott Street, Live Oak from Pierce to Truxillo Street, Hutchins from Pierce to Truxillo Street, Cullen from I-45 to Wheeler Ave; Include residential streets curb and gutter, cross walk striping, public utilities, street lights, wheelchair ramps, landscaping and tree planting</td>
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<td></td>
<td>Parking District</td>
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<td><em>ACTION STEPS:</em> Partner with area businesses and organizations to develop strategies for a parking district to incentivize and maximize the potential for new development; Work with neighborhood associations to address nuisance parking on residential streets</td>
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<tr>
<td></td>
<td>Expand area bike lanes and facilities</td>
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<tr>
<td></td>
<td><em>ACTION STEPS:</em> Public Works has identified the following bike lane priorities: Tierwester St from Alabama to Brays Bayou; Emancipation Ave from Gray St to Blodgett St; Tuam St from Crawford St to Cullen Blvd; Scott St from Gulf Fwy to Tuam St; Explore on street bicycle lanes along Blodgett St; Identify additional key corridors and projects; Identify locations for additional bike racks and bike repair stations</td>
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<td></td>
<td>Expand B-Cycle</td>
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<td></td>
<td><em>ACTION STEPS:</em> Partner with the Planning Department to identify additional locations for B-Cycle Stations, including at light rail stops</td>
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<tr>
<td></td>
<td>Right of way and drainage improvements</td>
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<td></td>
<td><em>ACTION STEPS:</em> Evaluate existing drainage and develop a plan for necessary improvements (focus on Columbia Tap Trail, Sampson, and Drew); Work with property owners to keep ditches and right-of-ways clean and well-maintained</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Improve Drainage</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>ACTION STEPS:</em> Partner with the City of Houston Resilience Office to identify potential sites for green infrastructure and other innovative storm water projects; Focus along I-69, Chartres St near Alabama St and Elgin; Co-sponsor workshops that share natural infrastructure techniques for storm water management</td>
<td></td>
</tr>
</tbody>
</table>
## MOBILITY and INFRASTRUCTURE

<table>
<thead>
<tr>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short (0 - 2 yrs)</td>
<td>12% Of Third Ward workers 16 years and older continue to ride public transit to work by 2023, equal to the 2015 rate</td>
<td>LEAD: ARA/Park Houston SUPPORT: METRO, NTWNPP, SN Council, NST, EEDC</td>
<td>ARA/Park Houston Car Share Program, METRO Next and Community Connectors</td>
</tr>
<tr>
<td>Short (0 - 2 yrs)</td>
<td></td>
<td>LEAD: METRO SUPPORT: HSE, EEDC, NTWNPP</td>
<td>METRO Next</td>
</tr>
<tr>
<td>Short (0 - 2 yrs)</td>
<td></td>
<td>LEAD: HPW SUPPORT: HSE, EEDC, SN Council, NST, NTWNPP, Area Schools, OST/Almeda TIRZ</td>
<td>Capital Improvement Plan, Community Development Block Grants</td>
</tr>
<tr>
<td>Short (0 - 2 yrs)</td>
<td></td>
<td>LEAD: HPW SUPPORT: HSE, OST/Almeda TIRZ</td>
<td>Capital Improvement Plan, Community Development Block Grants</td>
</tr>
<tr>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td>LEAD: PDD SUPPORT: EEDC, HSE</td>
<td>Walkable Places Program</td>
</tr>
<tr>
<td>Short (0 - 2 yrs)</td>
<td>4.5 Miles of new bike lanes are constructed by 2023</td>
<td>LEAD: HPW SUPPORT: HPB, Civic Clubs, NTWNPP, EEDC, HSE, HGAC</td>
<td>Houston Bike Racks Donation Program</td>
</tr>
<tr>
<td>Short (0 - 2 yrs)</td>
<td></td>
<td>LEAD: HPW, PDD SUPPORT: Houston Bike Plan, NTWNPP, EEDC</td>
<td>Houston Bike Plan</td>
</tr>
<tr>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td>LEAD: HPW SUPPORT: Civic Clubs, OST/Almeda TIRZ, Rebuild Houston, NTWNPP, HSE</td>
<td></td>
</tr>
<tr>
<td>Long (5+ yrs)</td>
<td>1 Green infrastructure project is constructed in the Third Ward by 2023</td>
<td>LEAD: City of Houston Resilience Office SUPPORT: HSE</td>
<td></td>
</tr>
</tbody>
</table>
INTRODUCTION

The historic Third Ward is one of the original political wards in the City of Houston, and one of Houston’s oldest African American neighborhoods. Dating to the mid-19th century, there is a strong sense of community, history, culture, and identity—neighbors help neighbors, look out for one another, and for the neighborhood. The strong sense of community is anchored, and continues to be supported by, the organizations, institutions, churches, and non-profits working in the community.

The Third Ward is home to five historic landmark buildings and two dozen churches. In addition, there are many historic buildings that sit vacant or under-utilized, including the former Riverside Hospital and Nursing School. These buildings represent a significant opportunity for re-imagining and re-use. In addition, the vernacular shotgun houses preserved and re-used as an integral part of Project Row Houses, illustrates the impact of historic preservation. This combination of history, place, art, culture, and social practice is the foundation of a complete community.

Over the last several decades the Third Ward has experienced significant change. Vernacular housing has been demolished and replaced by high-end townhomes or new apartment buildings. As the Third Ward continues to develop, displacement is endangering families who have lived in the neighborhood for generations.

Neighborhood Character Goals

The three goals for neighborhood character, compiled from existing Third Ward plans and studies and a series of community meetings, focus on preserving and enhancing the neighborhood’s history and character, beautifying the neighborhood, and expanding arts initiatives. The goals are summarized here and provided in more detail on the following pages. The goals for neighborhood character are:

Preserve the Neighborhood’s History and Character

The Third Ward plays an important role in Houston’s history. With new development, the historic fabric of the neighborhood is at risk. Between 2010 and 2016 over 500 homes were demolished. Moving forward, tools will be identified and implemented to protect the history and character of the neighborhood, including regulating the physical form of new development. New uses will be explored for vacant historic buildings and partnerships established to see the projects through to completion. Finally, a cultural trail project to connect businesses, historic landmarks, art organizations, parks and trails will be explored. The goals are to strengthen the historic cultural legacy of the neighborhood and bring new opportunities, amenities, and employment to the neighborhood.

St. John Baptist Church

Project Row Houses
A complete community is a beautiful and interesting community with public art, historic neighborhoods, and strong identity and culture.

** Beautify Neighborhood **
The cleanliness and beauty of a neighborhood can build civic pride and encourage stewardship. The Third Ward, because of the many vacant lots, is plagued by both illegal dumping and overgrown lots. Community stakeholders have organized a number of neighborhood clean-ups over the last year. Through partnerships with the City, including Solid Waste and the Department of Neighborhoods, additional clean-ups will be organized and a concerted effort to maintain vacant lots established. The goal is to reduce 311 calls for illegal dumping by at least 25% in the next five years. Finally, working to enhance amenities along area streets, including new street lighting, planters, art and benches will support the civic pride, history, and culture of the community.

** Expand Public Art **
Public art has been an integral part of the Third Ward community for generations. Project Row Houses, an internationally recognized and awarded community and public art site, presently anchors the arts in the Third Ward and illustrates the power of the arts to create change. The goal is to build on the cultural and artistic legacy of Project Row Houses and other important arts sites throughout the neighborhood, by expanding public art in collaboration with the community, including youth. This includes both permanent and temporary art installations.

** Early Successes **
Houston Endowment granted funds to Project Row Houses to create a Public Art Plan.

The Mayor’s Office of Cultural Affairs is leading an inclusive cultural strategy to bring new programs and expand existing ones in each Complete Community. This includes four new Mini Murals, a Civic Art project, the Visit My Neighborhood grants, creative writing workshops, a Resident Artists Program (R.A.P), and a Neighborhood Poetry Project by Houston Poet Laureate, Deborah ‘DEEP’ Mouton.
<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preserve the character of the neighborhood</td>
<td><strong>ACTION STEPS:</strong> Work in partnership with the city to explore the tools available to protect neighborhood character, including minimum lot size, setback, Walkable Places pilot, and other ordinances; Explore the potential of establishing a conservation district or other tools to regulate physical characteristics of new developments (e.g., building height, scale, and interface with public streets and sidewalks); Partner with the ECDP to create a Community Development Overlay District (CD-OD) to provide incentive-based guidelines for revitalization</td>
<td>Medium (2 - 5 yrs)</td>
</tr>
<tr>
<td>Cultural Trail</td>
<td><strong>ACTION STEPS:</strong> Join with other organizations to create a cultural trail through the Houston Southeast District and the Third Ward that connects businesses, historic landmarks, art institutions, and parks and open spaces; Explore the potential to extend this strategy to the Columbia Tap trail, including signage and public art; Develop B-Cycle tours on the trail</td>
<td>Medium (2 - 5 yrs)</td>
</tr>
<tr>
<td>Re-use and adapt historic buildings for new uses</td>
<td><strong>ACTION STEPS:</strong> Identify historic buildings that are underutilized or vacant; Partner with organizations, businesses, or others to create plans for re-using these resources; Focus efforts on Riverside Hospital and Blue Triangle Community Center; Initiate an effort to create a loan fund for the renovation of historic properties; Restore Emancipation as a commercial corridor</td>
<td>Medium (2 - 5 yrs)</td>
</tr>
<tr>
<td>End illegal dumping</td>
<td><strong>ACTION STEPS:</strong> Create a 311 campaign to encourage residents to report illegal dumping; Install enforcement cameras at area hot spots; Establish neighborhood teams/block captains or engage the HSE District to review footage and provide reports to the police; Establish a promotion and outreach campaign</td>
<td>Short (0 - 2 yrs)</td>
</tr>
<tr>
<td>Ensure property owners and renters keep lots clean and mowed</td>
<td><strong>ACTION STEPS:</strong> Work with the SN Council, area civic clubs and residents to report overgrown lots and to ensure lots are maintained; Advertise and identify a potential program to develop a community-led “mowdown” program (the City will partner with a non-profit organization to pay $50 - $100 for mowing, including providing equipment); Partner with DON to identify sites for the vacant lot emergency cuts of overgrown lots</td>
<td>Short (0 - 2 yrs)</td>
</tr>
<tr>
<td>Organize neighborhood clean ups</td>
<td><strong>ACTION STEPS:</strong> Develop a comprehensive strategy for community clean-ups; Organize clean-ups; Use Houston Southeast communications channels to address illegal dumping and litter control and co-sponsor workshops with civic organizations and the city on these topics</td>
<td>Short (0 - 2 yrs)</td>
</tr>
<tr>
<td>Place attractive benches, ornamental planters, decorative lighting, and trash bins on designated economic corridors</td>
<td><strong>ACTION STEPS:</strong> Identify design strategies and key locations for amenities; Identify funding and implementation strategies</td>
<td>Medium (2 - 5 yrs)</td>
</tr>
</tbody>
</table>

**PLAN Legend:**
- Complete Communities Action Plan
- City of Houston Plans and CIP
- OST/Almeda TIRZ
- EEDC Plans and Studies
- Northern Third Ward Neighborhood Plan
- Houston Southeast Community Plan
## NEIGHBORHOOD CHARACTER

<table>
<thead>
<tr>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
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<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
</table>
| Medium (2 - 5 yrs) | **2** Historic buildings are preserved and re-used by 2023 | **LEAD:** PDD  
**SUPPORT:** EEDC, ECDP, PRH, Historic Preservation Department, Texas Preservation Trust Fund, Civic Clubs, SN Council, NST, Philanthropic Organizations | Texas Preservation Trust Fund, Minimum Lot Size Ordinance, Prevailing Setback Ordinance, Walkable Places Program |
| Medium (2 - 5 yrs) | | **LEAD:** DON, PDD  
**SUPPORT:** HSE, Project Row Houses, NTWNPP, EEDC, HPB, HPARD, MOCA, HAA | DON Neighborhood Matching Grants, NEA Challenge America, MOCA + HAA Grants |
| Long (5+ yrs) | | **LEAD:** PDD  
**SUPPORT:** HSE, NTWNPP, EEDC, PRH, Area CDCs, Universities, Preservation Houston, HCDD | Texas Preservation Trust Fund |
| Short (0 - 2 yrs) | **25%** Decline in the reports to 311 for Illegal Dumping from 2016 to 2023  
Source: City of Houston 311 Data | **LEAD:** SWD, 311, HPD, DON  
**SUPPORT:** HSE, NTWNPP, Civic Clubs, SN Council, NST, Churches, EEDC, Keep Houston Beautiful | Blast the Bandit, Volunteer Initiative Program (VIP), DON Spring Cleaning Program, Philanthropic Support |
| Short (0 - 2 yrs) | | **LEAD:** DON  
**SUPPORT:** NTWNPP, EEDC, Civic Clubs, Churches, SN Council, NST | DON Mowdown Program, Vacant Lot Emergency Cuts |
| Short (0 - 2 yrs) | | **LEAD:** DON  
**SUPPORT:** Civic Clubs, SN Council, NST, Churches, Schools, Universities, Keep Houston Beautiful, NTWNPP, EEDC, Team Up 2 Clean Up | Walk the Block Cleanups, Blast the Bandit, Volunteer Initiative Program (VIP) |
| Medium (2 - 5 yrs) | | **LEAD:** DON, PDD  
**SUPPORT:** HSE | DON Neighborhood Matching Grants, NEA Challenge America, Stronger Region, NEA Art Works, Scenic Houston Streetscape Resource Guide |

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**Midtown Affordable Housing Plan (Summary)**
<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
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</thead>
<tbody>
<tr>
<td><strong>Expand public art in collaboration with the community</strong>&lt;br&gt;&lt;br&gt;<em>ACTION STEPS:</em> Integrate public space, history, and culture by creating community art installations; Partner with various arts programs to explore permanent/temporary art installation opportunities; Work with Houston Arts Alliance and MOCA to ensure that the community has input into selected art works; Partner with MOCA, HAA, Houston Public Library and others on four new Mini Murals, a Civic Art project, the Visit My Neighborhood grants, a Resident Artist Program (R.A.P.), creative writing workshops and a Neighborhood Poetry Project by the Houston Poet Laureate, Deborah ‘DEEP’ Mouton</td>
<td></td>
<td>Northern Third Ward Neighborhood Plan</td>
</tr>
<tr>
<td><strong>Engage youth in public art</strong>&lt;br&gt;&lt;br&gt;<em>ACTION STEPS:</em> Develop a youth public art program to design, build and Install public art; Explore a program to design trashcans or “art cans”; Identify and implement additional youth art programs</td>
<td></td>
<td>Northern Third Ward Neighborhood Plan</td>
</tr>
</tbody>
</table>

**PLAN Legend:**

- Complete Communities Action Plan
- City of Houston Plans and CIP
- OST/Almeda TIRZ
- EEDC Plans and Studies
- Houston Southeast Community Plan
### NEIGHBORHOOD CHARACTER

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<th>TIMEFRAME</th>
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<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td><strong>LEAD:</strong> MOCA &lt;br&gt;<strong>SUPPORT:</strong> HAA, HPL, HSE, EEDC, NTWNPP, Project Row Houses, SN Council, NST, Civic Clubs, SHAPE, local organizations, area businesses, philanthropic organizations, TSU</td>
<td>NEA Art Works, NEA Challenge America, MOCA + HAA Grants</td>
</tr>
</tbody>
</table>
| Short (0 - 2 yrs) |                             | **LEAD:** MOCA <br>**SUPPORT:** NTWNPP, EEDC, Project Row Houses, SN Council, NST, Civic Clubs, HSE, local organizations, area businesses, philanthropic organizations, TSU, METRO, TUTS | NEA Art Works, NEA Challenge America, Houston Arts Alliance, Neighborhood Matching Grants, YAH: Dance, Puppetry, Music, Literary Arts, Theater, Visual Arts Workshops and Performances, Community Music Center of Houston | 10 New public art projects in the community by 2023
PARKS and COMMUNITY AMENITIES

Introduction
Access to quality parks and open spaces has long been an important element of the Third Ward neighborhood. In 1872, a group of African American ministers and businessmen purchased the land that became Emancipation Park. The historic park is the focus of community celebrations, culminating in the annual Juneteenth Celebration.

Today, the Third Ward has four parks: Emancipation, Leroy Moses, Malone, and Our Park. A corner of the spacious, 83-acre MacGregor Park falls in the far southeastern corner of the neighborhood. The four parks encompass just under 14 acres. The 2015 City of Houston Parks and Recreation Master Plan recommended 2.5 acres per 1,000 residents as a standard for the combined area of neighborhood, community, and pocket parks. Based on this recommendation, the Third Ward has a 21-acre park deficit. The highest need for park access, according to the Trust for Public Land’s ParkScore Map, is in the southeast sector of the Third Ward and in the University Village neighborhood on the northeast side.

Outside of formal park spaces, many informal gatherings and spontaneous social activities occur in open spaces across the neighborhood. There are many opportunities to build on these informal gatherings and develop small open spaces into usable public green spaces or plazas. This includes vacant lots, property owned by local non-profits, and campus green spaces at area schools.

Parks and Community Amenities Goals
The two goals established for parks and community amenities, compiled from existing Third Ward plans and studies and a series of community meetings, focus on expanding access to public open spaces and improving area parks. The goals are summarized here and provided in more detail on the following pages. The goals for parks and community amenities are:

Expand Access to Public Open Spaces
To ensure that all Third Ward residents are within a 10-minute walk of a park additional park space must be developed, particularly in the eastern portion of the neighborhood. Identifying vacant land, or other opportunities to acquire land for new parks, is a priority in this area. In addition, partnerships with area schools provide opportunities to bring SPARK Parks to the neighborhood. Currently, a SPARK Park is being developed at Lawson Academy through generous contributions from the Kinder Foundation and Houston Endowment.

Finally, identifying vacant sites along Emancipation Avenue, adjacent to area schools, churches, and
A complete community is a sustainable community with access to beautiful parks and open spaces.

A community centers, to develop pocket parks or plazas can provide expanded access to parks and green spaces in the neighborhood. The goal is to ensure that 100% of area families have access to a park within a 10-minute walk.

**Improve Area Parks**

Many programs and events occur in the signature Emancipation Park, which recently received a $33 million renovation. Promoting these events and programs through banners or other environmental graphics will increase engagement with the resources available at the park. The smaller parks in the neighborhood require an assessment of needed improvements, including maintenance, upgrading playground equipment, and other amenities. Establishing strong partnerships between community stakeholders and the Houston Parks and Recreation Department will ensure that these parks receive improvements that meet the needs of the community.

**ParkScore Map**

*Trust for Public Land*

<table>
<thead>
<tr>
<th>Park</th>
<th>Score</th>
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<tbody>
<tr>
<td>Emancipation Park</td>
<td>1</td>
</tr>
<tr>
<td>Malone Park</td>
<td>2</td>
</tr>
<tr>
<td>Leroy Moses Park</td>
<td>3</td>
</tr>
<tr>
<td>Our Park</td>
<td>4</td>
</tr>
<tr>
<td>Columbia Tap Trail</td>
<td>5</td>
</tr>
</tbody>
</table>

**Data Sources:** City of Houston GIS, Trust for Public Land ParkScore Map and Index, 2017; City of Houston Parks Master Plan 2015

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**14 Acres**

Total Third Ward Park Acres

**34 Acres**

Recommended park area based on standards in the Houston Parks Master Plan 2015

**20 Acres**

Total Third Ward Park Deficit

Data Sources: City of Houston GIS, Trust for Public Land ParkScore Map and Index, 2017; City of Houston Parks Master Plan 2015
<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
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</thead>
<tbody>
<tr>
<td>Expand Access to Parks and Public Open Spaces</td>
<td><strong>Build a new park in the University Village neighborhood</strong>&lt;br&gt;<strong>ACTION STEPS:</strong> Work in partnership with the University Village Civic Club to identify potential properties for a new park that would meet the identified park needs (see HPARD Master Plan) in this section of the neighborhood; Work in partnership with the Parks Department and other local organizations to design and fund the new park</td>
<td>![Priority Icon]</td>
</tr>
<tr>
<td></td>
<td><strong>Advocate for additional SPARK Parks in the community, particularly at Blackshear Elementary and Baylor College of Medicine Academy at Ryan</strong>&lt;br&gt;<strong>ACTION STEPS:</strong> Work in partnership with area schools to develop Spark Park design concepts; Form partnerships for funding, implementation and long term maintenance</td>
<td>![Priority Icon]</td>
</tr>
<tr>
<td></td>
<td><strong>Create pocket parks along Emancipation Avenue</strong>&lt;br&gt;<strong>ACTION STEPS:</strong> Identify vacant properties and ownership along Emancipation Avenue; Develop design concepts for vacant lots; Create partnerships for funding and implementation</td>
<td>![Priority Icon]</td>
</tr>
<tr>
<td></td>
<td><strong>Re-purpose vacant lots as mini-parks, plazas or urban gardens, particularly adjacent to schools and churches</strong>&lt;br&gt;<strong>ACTION STEPS:</strong> Identify vacant sites adjacent to schools, churches and community centers, or in areas in need of park access; develop design concepts and funding strategies</td>
<td>![Priority Icon]</td>
</tr>
<tr>
<td>Improve Area Parks</td>
<td><strong>Develop environmental graphics or interactive signage for Emancipation Park to advertise park programs and special events</strong>&lt;br&gt;<strong>ACTION STEPS:</strong> Work in partnership with the Parks Department and area organizations to develop and fund new signage and graphics for Emancipation Park</td>
<td>![Priority Icon]</td>
</tr>
<tr>
<td></td>
<td><strong>Improve existing parks, Leroy, Malone and Our Park</strong>&lt;br&gt;<strong>ACTION STEPS:</strong> Work in partnership with HPARD and community stakeholders to assess needed improvements at area parks, including maintenance, playground equipment and other amenities</td>
<td>![Priority Icon]</td>
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</tbody>
</table>

**PLAN Legend:**
- COMPLETE COMMUNITIES ACTION PLAN
- CITY OF HOUSTON PLANS AND CIP
- OST/ALMEDA TIRZ
- EEDC PLANS AND STUDIES
- NORTHERN THIRD WARD NEIGHBORHOOD PLAN
- HOUSTON SOUTHEAST COMMUNITY PLAN
## PARKS and COMMUNITY AMENITIES

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<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medium (2 - 5 yrs)</td>
<td>100% Of residents will live within a 10-minute walk of a park by 2023</td>
<td><strong>LEAD:</strong> HPARD&lt;br&gt;<strong>SUPPORT:</strong> HPB, Philanthropic Organizations, HSE, Harris County Precinct 1, University Village Civic Club</td>
<td>Kaboom! Grants Program, Harris County Precinct 1 Park Smart Project</td>
</tr>
<tr>
<td>Long (5+ yrs)</td>
<td><strong>LEAD:</strong> SN Council, NST&lt;br&gt;<strong>SUPPORT:</strong> HISD, SPARK Parks, NTWNPP, EEDC, Philanthropic Organizations</td>
<td></td>
<td>SPARK Park Program</td>
</tr>
<tr>
<td>Long (5+ yrs)</td>
<td>2 Existing parks will receive improvements by 2023</td>
<td><strong>LEAD:</strong> HPARD&lt;br&gt;<strong>SUPPORT:</strong> EEDC, ECDP, NTWNPP, HPB, Philanthropic Organizations, Harris County Precinct 1 Park Smart Project, PDD, Area Churches, Schools and Community Centers</td>
<td>Kaboom! Grants Program, Harris County Precinct 1 Park Smart Project, Main Street Program</td>
</tr>
<tr>
<td>Short (0 - 2 yrs)</td>
<td>100% Currently 75% of residents live within a 10-minute walk of a park</td>
<td><strong>LEAD:</strong> HPARD&lt;br&gt;<strong>SUPPORT:</strong> HSE, OST/Almeda TIRZ, Philanthropic Organizations</td>
<td>National Endowment for the Arts Grants, Philanthropic Grants</td>
</tr>
<tr>
<td>Short (0 - 2 yrs)</td>
<td></td>
<td><strong>LEAD:</strong> HPARD&lt;br&gt;<strong>SUPPORT:</strong> Philanthropic Organizations, HSE</td>
<td>Kaboom! Grants Program</td>
</tr>
</tbody>
</table>
SAFETY

Introduction
Safety is an important key to building a healthy and thriving community. The Third Ward is served by the Houston Police Department’s South Central Division. Crime statistics for the area, compiled for police beat 10H50, indicate elevated crime levels compared to Houston overall. In 2016, the neighborhood’s property crime rate was 8% higher than the City and the violent crime rate was nearly three times higher than the Houston average. The areas with the highest concentration of crime were along Scott and Alabama Street, two major corridors.

By focusing on neighborhood-based crime prevention programs, community policing, crime prevention through environmental design, and strong neighborhood partnerships with law enforcement agencies, crime can be reduced in the Third Ward.

Safety Goals
The two goals for safety were compiled from existing Third Ward plans and studies as well as a series of community meetings. The focus of the goals is on implementing safety measures throughout the neighborhood, including improving street lighting, addressing crime hotspots, and developing stronger relationships between the community and law enforcement agencies. The goals are summarized here and provided in more detail on the following pages. The goals for safety are:

Create Safe Streets and Places
Creating safe streets and places across the neighborhood includes addressing crime hot spots through improved street lighting and focused crime prevention efforts. This includes using crime prevention through environmental design principles, such as natural surveillance and maintenance, to enhance the sense of safety. Adequate street lighting creates a sense of security, particularly in the evening. Through the planning process and crime mapping analysis, a number of corridors have been identified to focus streetlight improvement efforts including: Emancipation Avenue, Scott Street, Elgin Street, Alabama Street and McGowen Street. In areas that are crime hot spots, it is critical to have partnerships across law enforcement agencies, including the Houston Police Department, University of Houston, Texas Southern University, Harris County Sheriff’s Office, and METRO Police. Creating partnerships across these law enforcement agencies and increasing police presence in the neighborhood will also work to prevent crime, and assist with reducing the property and violent crime rates in the long term.


2705 Violent Crime Rate per 100,000 in Third Ward, 2016

1026 Violent Crime Rate per 100,000 in Houston, 2016
A complete community is a safe community where the community and law enforcement work together to reduce crime and increase the sense of security throughout the neighborhood.

Advocate for Community-Based Policing
The perception of safety is important to social cohesion and the quality of life in a community. One of the best strategies to reduce crime is for the community and law enforcement to develop partnerships and share responsibility. This can be achieved by encouraging civic clubs and residents to establish block captains and participate in HPD’s Positive Interaction Program. In addition, developing an outreach program to provide materials on the different ways to contact the police and to report nuisances and other non-emergencies will help build bridges between the community and law enforcement.

Finally, expanding police presence in the neighborhood through bike patrols and partnerships with the Houston Southeast Management District will support shared efforts to reduce crime. The five-year aim is to increase participation in the Positive Interaction Program and ensure that area civic clubs submit annual “action requests” to focus police efforts on key safety challenges in the community.

Third Ward Crime Map
Legend:
Crime
Low  High
HPD Substation
UHPD Station
Security Cameras Needed
Purple Line, Light Rail Stop
— METRO Purple Line

Early Successes
The Code Enforcement Division has surveyed streetlights in each Complete Community every four months to identify broken lights and report to CenterPoint for repair. Since August of 2017 twenty streetlights have been reported in the Third Ward. Houston Police Department’s South Central Division recently received 18 new bikes and will begin expanding their bike patrol in the area in the coming months.

<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Improve street lighting</td>
<td><img src="image" alt="Blue Dot" /></td>
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<tr>
<td></td>
<td><em>ACTION STEPS:</em> Work in partnership with Code Enforcement, who is surveying area streetlights, reporting broken lights and working with CenterPoint for repair; Civic leaders should also report streetlight outages to Code Enforcement or CenterPoint; Install new lighting in areas that are not well-lit</td>
<td></td>
</tr>
<tr>
<td>Create Safe Streets and Places</td>
<td>Use Crime Prevention Through Environmental Design (CPTED) principles to enhance the sense of safety</td>
<td><img src="image" alt="Blue Dot" /></td>
</tr>
<tr>
<td></td>
<td><em>ACTION STEPS:</em> Work in partnership with HPD’s Differential Response Team to provide CPTED training to area businesses, apartments and other property owners; Work with area property owners to make needed improvements to enhance safety</td>
<td></td>
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<tr>
<td></td>
<td>Install security cameras in crime hot spots</td>
<td><img src="image" alt="Blue Dot" /></td>
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<tr>
<td></td>
<td><em>ACTION STEPS:</em> Partner with the Houston Southeast District or others to identify crime hotspots and deploy mobile security cameras</td>
<td></td>
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<tr>
<td></td>
<td>Address crime hot spots throughout the community</td>
<td><img src="image" alt="Blue Dot" /></td>
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<tr>
<td></td>
<td><em>ACTION STEPS:</em> Create partnerships across law enforcement agencies to provide more police presence and patrols at crime hot spots, including convenience stores, apartments and along the Purple Line (light rail)</td>
<td></td>
</tr>
<tr>
<td>Advocate for Community-Based Policing</td>
<td>Create a block captain program</td>
<td><img src="image" alt="Blue Dot" /></td>
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<tr>
<td></td>
<td><em>ACTION STEPS:</em> Organize civic clubs, residents and leaders to create block captains; Work with block captains to identify key safety priorities and challenges; organize National Night Out and other informal events to bring law enforcement together with residents to build trust</td>
<td></td>
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<tr>
<td></td>
<td>Participate in South Central Division Positive Interaction Program (PIP) Meetings</td>
<td><img src="image" alt="Blue Dot" /></td>
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<td></td>
<td><em>ACTION STEPS:</em> Encourage civic leaders to attend PIP meetings; Develop quarterly or semi-annual priorities for the neighborhood to present at PIP meetings, or submit “action requests” which identify key issues and can be emailed, faxed, mailed, or delivered to HPD South Central Division</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Advocate for additional bike patrol</td>
<td><img src="image" alt="Blue Dot" /></td>
</tr>
<tr>
<td></td>
<td><em>ACTION STEPS:</em> Identify key areas that would benefit from bike patrol; Work in partnership with the South Central Division that recently received 18 bikes to expand bike patrol</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Create a safety campaign to encourage residents to use the police non-emergency number to report suspicious activity</td>
<td><img src="image" alt="Blue Dot" /></td>
</tr>
<tr>
<td></td>
<td><em>ACTION STEPS:</em> Provide outreach materials to inform residents on the ways to reach the police, including Facebook, NextDoor, calling dispatch or email</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work in partnership with HPD to identify other programs to improve community relationships</td>
<td><img src="image" alt="Blue Dot" /></td>
</tr>
<tr>
<td></td>
<td><em>ACTION STEPS:</em> Provide information to area leaders and residents on HPD programs, such as the Citizens Police Academy and the re-launch of the Police Athletic League (PALS), a youth crime prevention program that utilizes educational, athletic and recreational activities to create trust and understanding between police officers and youth.</td>
<td></td>
</tr>
</tbody>
</table>

**PLAN Legend:**
- Complete Communities Action Plan
- City of Houston Plans and CIP
- EEDC Plans and Studies
- OST/Almeda TIRZ
- Northern Third Ward Neighborhood Plan
- Houston Southeast Community Plan
## SAFETY

<table>
<thead>
<tr>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
</table>
| Medium (2 - 5 yrs) | 25% Reduction in the violent crime rate by 2023                                            | LEAD: HPW, Code Enforcement  
SUPPORT: NTWNPP, Project Row Houses, Change Happens, SHAPE, EEDC, Churches, Civic Clubs, CenterPoint | HPW Streetlight Survey Program; Code Enforcement Street Light Repair Program |
| Medium (2 - 5 yrs) |                                                                                             | LEAD: HPW, DRT  
SUPPORT: Area Businesses, Apartment Owners, Civic Clubs, SN Council, NST, HSE, NTWNPP, EEDC | HPD CPTED Training                                    |
| Short (0 - 2 yrs) | In 2016 Third Ward had a violent crime rate 163% above the City average                     | LEAD: HPD  
SUPPORT: HSE, Philanthropic Organizations                                                     |                                                     |
| Short (0 - 2 yrs) |                                                                                             | LEAD: HPD, METRO Police, UH Police, TSU Police  
SUPPORT: Civic Clubs, SN Council, NST, HCSO, HSE                                              |                                                     |
| Short (0 - 2 yrs) |                                                                                             | LEAD: DON  
SUPPORT: HFD, HPD, Third Ward Community Cloth, Row House CDC, Change Happens, Churches, Schools, Universities, Civic Clubs, SN Council, NST, NTWNPP, EEDC | National Night Out; Keep Houston SAFE Initiative  
HPD’s Positive Interaction Program                                                                 |
| Short (0 - 2 yrs) | Annual Action Request submitted to HPD through a PIP meeting identifying key safety issues | LEAD: HPD  
SUPPORT: Civic Clubs, SN Council, NST, NTWNPP, EEDC                                |                                                     |
| Short (0 - 2 yrs) |                                                                                             | LEAD: HPD  
SUPPORT: HFD, NTWNPP, EEDC, Row House CDC, NAACP, SHAPE, HSE, Council Member, Tour de Hood | DON Outreach Program                                  |
| Medium (2 - 5 yrs) |                                                                                             | LEAD: HPD  
SUPPORT: EEDC, NTWNPP, Civic Clubs, SN Council, NST                                  | HPD’s Police Athletic League Program, Citizens Patrol Program, Citizens Police Academy |
OUR THANKS

Complete Communities

The Complete Communities initiative would not have been possible without the commitment and dedication of the Complete Communities Advisory Committee and the Third Ward Neighborhood Support Team (NST). The Advisory Committee, comprised of community leaders and advocates, ensured that the program structure was inclusive, promoted public-private partnerships, and worked effectively and efficiently. The Third Ward NST guided the planning process and shaped the initiative at the local level. This team has joined with the Greater Third Ward Super Neighborhood Council to oversee implementation of this Plan. We thank everyone for their time and commitment to the Complete Communities initiative.

Complete Communities Advisory Committee
Claudia Aguirre, BakerRipley
Hazem A. Ahmed, Integrity Bank
Lauren Anderson, Houston Ballet
Tomaro Bell, Super Neighborhood Alliance
Angela Blanchard, BakerRipley
Robert Burroughs, Roberta F. Burroughs & Associates
Rogene Gee Calvert, Outreach Strategists
Veronica Chapa Gorczynski, Greater East End Management District
Paul Charles, Neighborhood Recovery CDC
Etta Crockett, Acres Home Super Neighborhood
Kathy Bluford Daniels, Super Neighborhood Alliance
Tanya Debose, Independence Heights Redevelopment Council
Frances Dyess, Houston East End Chamber of Commerce
Amanda Edwards, City of Houston Council Member
Bo Fraga, BakerRipley
Tory Gunsonolley, Houston Housing Authority
Ramiro Guzman, Harris County TRIAD
Daniel Hinojosa, Harris County General Store
Tiffany Hogue, Texas Organizing Project
Michael Huffmaster, Super Neighborhood Alliance
Lester King, PhD., Rice University
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Roy Malonson, Acres Home Chamber of Commerce
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Sandra Rodriguez, Gulfton Super Neighborhood Council
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Amanda Timm, Houston LISC
Anne Whitlock, CONNECT Communities
Shondra Wygal, AARP

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Sylvia Bridy
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Dr. Grace Butler
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Michael R. Crow
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Curtis Davis
Kenneth Davis
Linda Davis
Pastor Lucious Davis
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Deepak Doshi
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Reverend John Eigege
Commissioner Rodney Ellis
Gwen Fedrick
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Alicia Lewis
Elizabeth Love
Bianca Mahmood
Joyti Malhan
Ramon Manning
Reverend Ray Martin
Chelby Mims
Pastor Mitchell
Quianta Moore
Delesa O’Dell Thomas
Rev. Dr. Ruth Allen Ollison
Deloyd Parker
Participants
This list was compiled from sign-in sheets at the community meetings. We apologize for any misspellings or omissions.

Emily Abelm
Lasondra Adigun
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Tashreed Almarzane
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Alan Apurim
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Tommy Arzt
Amelia Avert
Zeina Balchiet
Nikki Banneyer
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Shakti Baum
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Dwight Baxter
Ashura Bayyon
Chrsytal Beasley
Tomaro Bell
Louis Bernardy
Dipen Bhakta
Debora Birnbaum
Lorette Blagg
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Mayra Bontemps
Darla Booker
Louis Bossitto
Ashton Bowie
Trisha Bradley
Mike Brombacher
LaTasha Brown
Joel Bruerd
Marilyn Burgess
Marchelle Cain
David Calij
Geoff Carletto
Naomi Carrier
Diego Castillija
Abel Chacku
Jenn Char
Jonas Chin
Lizette Cobb
Blake Coleman
Michael Cotroneo
Rachel Craig
Jeremy Darby
Ryan Dennis
Amy Dinn
John Dixon
Caroline Docrura
Ryan Dolobois
Nathaniel Donnett
Jay Doyle
Mikala Durham
Lindsey Earl
Redick Edwards
Sherri Edwards
Chimyere Eigege
Suratha Elango
Byron Eugene
Tamika Evans
Sarah Fard
Randi Farmer
Jason Fary
Michelle Fernandez
Cynovia Fitspatrick
Rylan Figuence
Neomi Fletcher
Marty Fontenot
Sears Fontenot
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Maya Ford
Robert Ford
Aldwin Foster
Emily Foxman
Bo Frazer
Tia Fuentes
Regina Fuller-Radford
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Darnell Gardner
Lloyd Gite
Tariq Gladney
Vernishia Glenn
Carla Goffney
Abby Gonzalez
Kenneth Goodman
Brendan Gordon
Kendrick Goss
Richard Graber
Willie Green
Larry Guillory
Gloria Guzman
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Nick Hadsigeorhe
Guy Hagstette
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Joel Herrera
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Marnita Holligan
Akua Holt
Heather Houston
Aku A. Hoyt
Tranessa Hunt
Steven Huynh
Alex Ierra
Kirk Jackson
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Jennifer James
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Tere Ogg
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Alexis Randle
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Dolores Rodgers
City of Houston Department Representatives and Partners

The Complete Communities initiative is supported by over 200 representatives of 27 City Departments and partner organizations. We thank you.

City of Houston Departments

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Kathryn Bruning
Greg Damianoff
Paul Dugas
Nicholas Hadjigeorge
Donovan Harris
Maria Irshad

Bank On Houston
Yvonne Green

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Tom Davis
John Gibbs
Karen Haller
Jermy Harris
Veronica Hernandez
Shavonda Johnson
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Ray Lyndsey
Salatiel Rueda
Laura Thorp
Andre Wagner
Eric Widaski
Gloria Zenteno

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Christybecca Miles
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Roland Ruffin
Dr. Jo Ann Vallie Rush
Bishop Frank Rush
Veronica Sanchez
Ron Scales
Blynthad Scott
Janelle Scott
Ronnie Self
Edith Selgary
Nathan Seshadri
Lauren Sevilla
Preetal Shah
Doma Shank
Geri Shelton
Elle Shivay
S. Simars
Constance Smith
Jacqueline Smith
Sunshine Smith
Angela Solis
Juan Sorto
Cheryl Solomon
Misty Staunton
Imarogbe Stokes
Stacie Stolts
Christa Stoneham
Anderson Stout
Stacie Stults
William Stults
Sylvana Tang
Earnest Taylor
Jan Taylor
Tiara Taylor
Matt Thibodeaux
Dana Thomas
Deidre Thomas
Principa Thomas
Stephanie Thomas
Johanna Thompkins
Kendall Thompson
Renita Thornton
Amanda Timm
Jesus N. Torries
Emily Treece
Ana Trejo
Christina Triantaphyllis
Ola Tucker
Shalonda Tucker
Nattiya Turner
LaQuisha Umember
Brian Van Tubergen
Monica Vasquez
Gayle Waden
Sixto Wagan
Wahida Wakil
Kelsey Walker
Thomas Wang
Rashad Washington
Henry Washinton
Alan C. Watkins
McKenzie Watson
Dawn Weleski
Deb White
Marva White
April Williams
Connie B. Williams
Elijah Williams
Marguerite Williams
Shan Williams
Dustin Windham
Brandon Wolff
Shondra E. Wygal
Ethan Yake
Ohemaa Zaid
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.
2019 REVISED Applicant Eligibility Certification

By: ______________________________________________________

Signature of Authorized Representative

Christopher A. Akbari

Printed Name

Member of ITEX Partners, LLC; The ITEX Group, LLC; The ITEX Group Management, LLC; and Trustee of Christopher Akbari 2018 Dynasty Trust

Title

Date

THE STATE OF Texas §

Harris §

COUNTY OF ________________________________________§

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of February __________, 2019

(Seal)

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

By: Gerald Womack

Signature of Authorized Representative

Gerald Womack

Printed Name

Sole Member of Womack Development & Investment Realtors

Title

Date

THE STATE OF Texas

COUNTY OF Harris

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of February, 2019

(Seal)

TEIDRA RASHAWN HINES-LUCAS
Notary Public, State of Texas
Comm. Expires 06-23-2022
Notary ID 129862399

Notary Public Signature

Page 6 of 6

February 13, 2019
2019 REVISED Applicant Eligibility Certification

By:

Signature of Authorized Representative

Raynold Richardson

Printed Name

Sole Member of Jashurun Development, LLC

Title

Date

THE STATE OF Texas

COUNTY OF Jefferson

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of February, 2019

(Seal)

KATHERINE A. BARRILLEAUX
My Notary ID # 7027004
Expires February 4, 2022

Notary Public Signature

Page 6 of 6

February 13, 2019
2019 REVISED Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

Joshua Allen Sr.

Printed Name

Sole Member of J. Allen Affordable Housing Development, LLC

Title

Date

THE STATE OF Texas

COUNTY OF Jefferson

Before me, a notary public, on this day personally appeared Joshua Allen Sr., 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 22nd day of February, 2019

(Seal)

KATHERINE A. BARRILLEAUX

My Notary ID # 7027004
Expires February 4, 2022

Notary Public Signature

Page 6 of 6

February 13, 2019
Multifamily Direct Loan Certification (10 TAC Chapter 13)

**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](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
**Applicant Information Page**

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

### 1. Applicant Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miranda Sprague</td>
<td>(409) 853-3681</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Office</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:apps@itexgrp.com">apps@itexgrp.com</a></td>
<td>(409) 720-7803</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>Street</th>
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</thead>
<tbody>
<tr>
<td>3735 Honeywood Court</td>
<td>Port Arthur</td>
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<table>
<thead>
<tr>
<th>City</th>
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<th>Zip</th>
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<tbody>
<tr>
<td>Port Arthur</td>
<td>TX</td>
<td>77642</td>
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### 2. Second Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tamea Dula</td>
<td>(713) 653-7322</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<tbody>
<tr>
<td><a href="mailto:tdula@coatsrose.com">tdula@coatsrose.com</a></td>
<td>(512) 653-6386</td>
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### 3. Consultant Contact (if applicable)

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Audrey Martin</td>
<td>(512) 653-6386</td>
</tr>
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</table>

<table>
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<tr>
<th>Email</th>
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<tbody>
<tr>
<td><a href="mailto:audrey@purplemartinre.com">audrey@purplemartinre.com</a></td>
<td>(512) 653-6386</td>
</tr>
</tbody>
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<table>
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<tr>
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<td>Houston</td>
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<thead>
<tr>
<th>City</th>
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<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Houston</td>
<td>TX</td>
<td>77018</td>
</tr>
</tbody>
</table>
### 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>
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<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
<td>6</td>
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<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
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<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
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**High Quality Housing Total** 17

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

<table>
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<tr>
<th>Point Item Description</th>
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<tr>
<td>Income Levels of Tenants</td>
<td>§11.9(c)(1)</td>
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<tr>
<td>Rent Levels of Tenants</td>
<td>§11.9(c)(2)</td>
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<tr>
<td>Resident Services</td>
<td>§11.9(c)(3)</td>
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<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
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<tr>
<td>Underserved Area</td>
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<td>Tenant Populations with Special Needs</td>
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<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
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<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
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**Serve and Support Texans Most in Need Total** 44

#### Criteria Promoting Community Support and Engagement

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<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
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<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
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<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>
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<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
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**Community Support and Engagement Total** 11

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

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<th>Point Item Description</th>
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<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>18</td>
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<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>12</td>
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<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>6</td>
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<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
<td>3</td>
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<tr>
<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
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<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>
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</table>

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

#### Total Application Self Score

| Point Deductions                        | §11.9(f)            |                 |

**Total Application Self Score** 115

2/28/2019
**Self Score Total: 115**

1. **Development Address (All Programs)**
   - **2222 Pierce Street**
   - **Houston**
   - **ETJ?** No
   - **Address**
     - 6
   - **City**
   - 77003
   - **Region**
     - Harris
   - **Zip**
   - 77003
   - **County**
     - Urban
   - **Rural/Urban**

2. **Census Tract Information (All Programs)**
   - **Census Tract Number**
     - 48201312300
   - **QCT?** Yes
   - **Median Household Income:** 25000.00
   - **Quartile:** 4q
   - **Poverty Rate:** 38.8
   - **Urban**

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

4. **Two Mile Same Year Rule (Competitive HTC Only) [10 TAC §11.3(b)]**
   - The site is not located in a county with a population that exceeds one million.
   - 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.
   - 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:
     - 19040, 19068, 19118, 19296, 19305, 19308, 19309

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

6. **Zoning [10 TAC §11.204(11)] and Flood Zone Designation [10 TAC §11.101(a)(1)] (All Programs)**
   - **Development Site is appropriately zoned?** Yes
   - **Zoning Designation:** No Zoning in City of Houston
   - **Flood Zone Designation:** Entire Development Site is outside the 100 year floodplain.
   - **Farmland Designation (New Construction (including adaptive re-use) seeking Section 811 and/or Direct Loan funds):** Not Prime Farmland

7. **Site & Neighborhood Standards (New Construction Direct Loan only) [10 TAC §13.11(o)(6)(B)]; [24 CFR 92.202, 93.150]**
   - **Site Information Form Part I**
   - **Development Address**
   - **Census Tract Information**
   - **Resolutions**
   - **Two Mile Same Year Rule**
   - **Proximity of Development Sites**
   - **Zoning**
   - **Flood Zone Designation**
   - **Farmland Designation**
   - **Site & Neighborhood Standards**

2/28/2019

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>Blackshear Elementary School</td>
<td>EE</td>
<td>5 No No Yes</td>
</tr>
<tr>
<td>Cullen Middle School</td>
<td>6</td>
<td>8 No No Yes</td>
</tr>
<tr>
<td>Yates High School</td>
<td>9</td>
<td>12 Yes Yes Not Rated</td>
</tr>
</tbody>
</table>

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

- Applicant requests waiver of rules.
- Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:
  - 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
  - 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.

The Target Population is Elderly. **Applicant is required to enter school rating information above, but no disclosure is required.**
Supporting Documentation for the Site Information Form Part I

Maps:

- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified
  
  [https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t]

Resolutions:

- Twice the State Average of Units Per Capita Resolution
- One Mile Three Year Resolution or evidence of other exception
  
  *A Resolution must be attached to complete this item if Item 3 on Tab 7 is not checked.*
- Housing Tax Credit Units per Total Household Resolution

For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included

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

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

Farmland Designation

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

Go to [https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx](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).
Census Tract Map for Houston 2222 Pierce Housing, LP

2222 Pierce

2222 Pierce Street, Houston, Texas 77003, Harris County

Census Tract: 48201312300
2222 Pierce (TDHCA # 19299)
City of Houston, Texas, Resolution No. 2019-

A RESOLUTION CONFIRMING SUPPORT FOR THE PROPOSED DEVELOPMENT AS AFFORDABLE RENTAL HOUSING OF CERTAIN PROPERTIES WHICH ARE SUBJECT TO THE ONE MILE THREE YEAR RULE, EACH LOCATED IN THE CITY OF HOUSTON, TEXAS, AND THE SUBMITTAL OF APPLICATIONS FOR HOUSING TAX CREDITS FOR SUCH DEVELOPMENTS; ALLOWING THE CONSTRUCTION OF SUCH DEVELOPMENTS; AND AUTHORIZING THE ALLOCATION TAX CREDITS TO SUCH DEVELOPMENTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

* * *

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

WHEREAS, the City Council finds that each Applicant has advised that it has submitted or intends to submit an application, bearing the number set forth beside the name of such Applicant in the column on Schedule I captioned "TDHCA Number" (individually referred to as "Applicant's Application" with respect to the Applicant whose name is listed beside such TDHCA Number), to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for the Development; and

WHEREAS, the City Council finds and, as provided in 10 Texas Administrative Code § 11.3 (d), acknowledges that the proposed New Construction or Adaptive Reuse Development of each Applicant's Project is located one linear mile or less from a Development that serves the same type of household as such Applicant's Project and has received an allocation of Housing Tax Credits for New Construction since January 4, 2016;

WHEREAS, the City Council, as the governing body of the City, supports each Applicant's Project and the submittal of each Applicant's Application related thereto and, in connection therewith, supports allowing the construction of each such project and authorizing an allocation of Housing Tax Credits to each such project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:
Section 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

Section 2. That the City Council hereby (i) confirms that it supports each Applicant’s Project and the submittal of Applicant’s Application related to each such project, (ii) allows the construction of each such project, and (iii) authorizes an allocation of Housing Tax Credits to each such project.

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

PASSED AND ADOPTED this 27th day of February, 2019.

Mayor of the City of Houston

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

City Secretary

(Prepared by Legal Dept. ____________________________)
Assistant City Attorney

(Requested by Tom McCasland, Director, Housing and Community Development Department)
<table>
<thead>
<tr>
<th>AYE</th>
<th>NO</th>
<th>MAYOR TURNER</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>COUNCIL MEMBERS</td>
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<td>CISNEROS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GALLEGOS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>LASTER</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CASTEX-TATUM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>KNOX</td>
</tr>
<tr>
<td></td>
<td>ABSENT</td>
<td>ROBINSON</td>
</tr>
<tr>
<td></td>
<td>ABSENT</td>
<td>KUBOSH</td>
</tr>
<tr>
<td></td>
<td>ABSENT</td>
<td>EDWARDS</td>
</tr>
<tr>
<td></td>
<td>ABSENT</td>
<td>CHRISTIE</td>
</tr>
</tbody>
</table>

Caption Published in Daily Court
Review Date: MAR 05 2019

Rev. 5/18
<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Project Name</th>
<th>Project Address</th>
<th>TDHCA Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gala at MacGregor, LP</td>
<td>Gala at MacGregor</td>
<td>TBD- 120 Carson CT.</td>
<td>19085</td>
</tr>
<tr>
<td>Vista East, L.P.</td>
<td>Vista East</td>
<td>3801 Garrow Street</td>
<td>19040</td>
</tr>
<tr>
<td>Caroline Lofts, LP</td>
<td>Caroline Lofts</td>
<td>Approx 1300 McGowen</td>
<td>19305</td>
</tr>
<tr>
<td>CHCDC Affordable Elderly, LLC</td>
<td>Change Happens Senior Housing</td>
<td>3345 Elgin</td>
<td>19118</td>
</tr>
<tr>
<td>Houston 2222 Pierce Housing, LP</td>
<td>2222 Pierce</td>
<td>2222 Pierce</td>
<td>19299</td>
</tr>
</tbody>
</table>
OFFICIAL CITY OF HOUSTON ZONING LETTER

To: Whom It May Concern

The City of Houston does not have a city-wide comprehensive zoning ordinance. However, there are certain land use regulations for properties located within the areas described below and in attached map:

- Land surrounding the Houston airports, including George H. Bush Intercontinental Airport (IAH), Houston Hobby Airport (HOU), and Ellington Airport (EFD). There are certain land use regulations and height/hazard area regulations for properties located within the airport land use envelope and federally regulated airspace. The regulations can be viewed in the City of Houston Code of Ordinances, Chapter 9, Article VI and VII at https://library.municode.com/tx/houston/codes/code_of_ordinances?nodeId=COOR_CH9AV. Regulations and maps for each airport are also available at https://www.fly2houston.com under the Resources/Regulatory tab.

- Tax Increment Reinvestment Zone (TIRZ) #1, St. George Place - Zoning regulations control the use of land within the TIRZ boundaries. A copy of the TIRZ 1 planning and zoning regulations is available at http://stgeorgeplace.org/download/tirz/documents/TIRZ_1_Zoning_Regulations.pdf

All other applicable development regulations can be found in the Code of Ordinances. The direct link to the code’s site is https://library.municode.com/tx/houston/codes/code_of_ordinances.

This letter does not address any separately filed restrictions that may be applicable to a property.

Margaret Wallace Brown, Interim Director
### Preliminary Radon Results Summary

<table>
<thead>
<tr>
<th>EPA Radon Zone Designation</th>
<th>Percent of Properties &gt;4.0 pCi/L per Statewide Survey</th>
<th>Maximum Reported Level per Statewide Survey pCi/L</th>
<th>Requirement for Radon Testing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zone 3 - Low Potential (&lt;2 pCi/L)</td>
<td>0</td>
<td>3.8</td>
<td>Marginal (0-10% of properties surveyed &gt;4.0 pCi/L)</td>
</tr>
</tbody>
</table>

#### 14.7 FEMA Flood Insurance Rate Map

The subject property is in Unshaded Zone X (outside of the 100 and 500-year floodplains) as delineated on the FEMA FIRM Map Number 48201C0880M, with an effective date of January 6, 2017. The subject property is not located in a FEMA-designated Special Flood Hazard Area and flood insurance or mitigation for flood impacts are not required.

#### 14.8 Wetlands

The U.S. Army Corps of Engineers (USCOE) requires permitting prior to the filling of certain jurisdictional wetland areas and other waters of the U.S. Geospatial wetland data is managed by the U.S. Fish and Wildlife Service and presented in maps known as the National Wetland Inventory (NWI). A review of the NWI map does not indicate mapped wetlands at the subject property. An on-site wetlands determination assessment is not recommended to determine if all characteristics for a wetland are present at the subject property.

The USCOE and the U.S. Environmental Protection Agency use three characteristics as indicators of wetlands. These characteristics are: Vegetation, Soil, and Hydrology. The final determination of whether an area is a wetland and whether the activity requires a permit must be made by the appropriate Corps District Office (source: Corps of Engineers Wetlands Delineation Manual). A wetlands determination was not conducted as part of this assessment.

See NWI Map in the Appendix.

#### 14.9 Vapor Encroachment Screening

A vapor encroachment condition (VEC) is the presence or likely presence of hazardous substances or petroleum products vapors in the sub-surface of a property caused by the release of vapors from contaminated soil or groundwater either on or near the property. Vapor intrusion is the presence of such vapors in a building or structure located on a property. Although the vapor migration pathway is considered in the identification of recognized environmental conditions under ASTM Standard E 1527-13 and in this report, a Tier 1 Vapor Encroachment Screening (VES) assessment was conducted as part of this report. The VES was conducted in accordance with ASTM E2600-15 (the subsequent standard of ASTM 2600-10), Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions.

The following table includes an evaluation of Standard Environmental Record Sources and the approximate minimum search distances as listed in subsection 8.3.2, of ASTM E2600:
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.
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:  Harris County, Texas
Survey Area Data:  Version 19, Sep 14, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed:  Feb 12, 2014—Apr 9, 2014

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>BadA</td>
<td>Bacliff-Urban land complex, 0 to 1 percent slopes</td>
<td>Not prime farmland</td>
<td>0.7</td>
<td>5.9%</td>
</tr>
<tr>
<td>URLX</td>
<td>Urban land</td>
<td>Not prime farmland</td>
<td>10.6</td>
<td>94.1%</td>
</tr>
<tr>
<td><strong>Totals for Area of Interest</strong></td>
<td></td>
<td></td>
<td><strong>11.2</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

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*
### Advanced Search

- **Schools**
  - **Blackshear Elementary**
    - **Address**: 2900 Holman Ave, Houston, TX 77004-3240
    - **Phone/Fax**: (713) 942-1481 / (713) 942-1489 (fax)
    - **Principal**: Alicia D. Good Lewis
    - **Grade Range**: PK - 5
    - **Website**: Yes
    - **Trustee District**: 4
    - **Enrollment**: 494
  
  - **Cullen Middle School**
    - **Address**: 6900 Scott St, Houston, TX 77021-4851
    - **Phone/Fax**: (713) 746-8180 / (713) 746-8181 (fax)
    - **Principal**: Jacqueline D. Thompson
    - **Grade Range**: 6 - 8
    - **Website**: Yes
    - **Trustee District**: 4
    - **Enrollment**: 434
  
  - **Yates High School**
    - **Address**: 3703 Sampson St, Houston, TX 77004-4741
    - **Phone/Fax**: (713) 748-5000 / (713) 748-8206 (fax)
    - **Principal**: Tiffany T. Gullory
    - **Grade Range**: 9 - 12
    - **Website**: Yes
    - **Trustee District**: 4
    - **Enrollment**: 813

---

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

- **Find your neighborhood school**
  - **Address**: 2222 Gray Street, Houston, TX 77003

  (e.g.: 4400 W 18th Street, Houston, TX)

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

**Map of all schools**
Texas Education Agency  
2018 Accountability Ratings Overall Summary  
BLACKSHEAR EL (101912110) - HOUSTON ISD  

<table>
<thead>
<tr>
<th>Component</th>
<th>Component Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td></td>
<td>83</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>56</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>STAA Performance</td>
<td>31</td>
<td>56</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>School Progress</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: 95.7%)</td>
<td>31</td>
<td>59</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>72</td>
<td>76</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

**Distinction Designations**  
- ELA/Reading: Not Earned  
- Mathematics: Not Earned  
- Science: Not Earned  
- Social Studies: Not Eligible  
- Comparative Academic Growth: Earned  
- Postsecondary Readiness: Not Earned  
- Comparative Closing the Gaps: Earned
Grades Served: EE - 5
2900 HOLMAN AVE
HOUSTON, TX, 77004

494 Students Enrolled
HOUSTON ISD

HOW WELL IS THIS SCHOOL PERFORMING OVERALL?

MET STANDARD
83 out of 100

UNDERSTANDING OVERALL PERFORMANCE
This report card is designed to tell us how well we are helping students reach grade level and how well we are preparing them for success after high school. Much like the grades we give students, we can use these grades to identify ways to help schools improve over time. The overall grade is based on performance in three different areas, or domains, which are noted below.

STUDENT ACHIEVEMENT

IMPROVEMENT REQUIRED
56 out of 100
The Student Achievement domain tells us how much students know and are able to do at the end of the school year.

SCHOOL PROGRESS

MET STANDARD
86 out of 100
The School Progress domain shows us how students are performing over time and compares that progress to similar schools.

CLOSING THE GAPS

MET STANDARD
76 out of 100
The Closing the Gaps domain tells us how well different populations of students on a campus are performing.

DISTINCTIONS

× Academic Achievement in Mathematics
× Academic Achievement in Science
× Academic Achievement in English Language Arts/Reading
√ Top 25 Percent: Comparative Academic Growth
√ Top 25 Percent: Comparative Closing the Gaps
× Postsecondary Readiness
**STUDENT ACHIEVEMENT**

For elementary and middle schools, the Student Achievement score is based on STAAR performance only.

**SCHOOL PROGRESS**

<table>
<thead>
<tr>
<th>SCORE</th>
<th>86</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Growth</td>
<td>86</td>
</tr>
<tr>
<td>Relative Performance</td>
<td>59</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>86</td>
</tr>
</tbody>
</table>

The higher of Growth or Performance is used.

**CLOSING THE GAPS**

<table>
<thead>
<tr>
<th>SCORE</th>
<th>% OF GRADE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade Level Performance</td>
<td>33</td>
</tr>
<tr>
<td>Academic Growth/Graduation Rate</td>
<td>100</td>
</tr>
<tr>
<td>English Language Proficiency</td>
<td>100</td>
</tr>
<tr>
<td>Student Achievement</td>
<td>25</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>76</strong></td>
</tr>
</tbody>
</table>
Texas Education Agency
2018 Accountability Ratings Overall Summary
CULLEN MIDDLE (101912044) - HOUSTON ISD

<table>
<thead>
<tr>
<th>Component Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>63</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td>54</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>STAA Performance</td>
<td>26</td>
<td>54</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>60</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>62</td>
<td>60</td>
</tr>
<tr>
<td>School Progress</td>
<td>26</td>
<td>59</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>28</td>
<td>70</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 98.4%)</td>
<td>28</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>28</td>
<td>70</td>
</tr>
</tbody>
</table>

Distinction Designations

- ELA/Reading: Eamed
- Mathematics: Eamed
- Science: Eamed
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
HOW WELL IS THIS SCHOOL PERFORMING OVERALL?

MET STANDARD
63 out of 100

STUDENT ACHIEVEMENT
IMPROVEMENT REQUIRED
54 out of 100
The Student Achievement domain tells us how much students know and are able to do at the end of the school year.

SCHOOL PROGRESS
MET STANDARD
60 out of 100
The School Progress domain shows us how students are performing over time and compares that progress to similar schools.

CLOSING THE GAPS
MET STANDARD
70 out of 100
The Closing the Gaps domain tells us how well different populations of students on a campus are performing.

DISTINCTIONS

- Academic Achievement in Mathematics
- Academic Achievement in Science
- Academic Achievement in English Language Arts/Reading

- Top 25 Percent: Comparative Academic Growth
- Postsecondary Readiness
- Top 25 Percent: Comparative Closing the Gaps

Grades Served: 6 - 8
6900 SCOTT ST
HOUSTON, TX, 77021

434 Students Enrolled
HOUSTON ISD

UNDERSTANDING OVERALL PERFORMANCE

This report card is designed to tell us how well we are helping students reach grade level and how well we are preparing them for success after high school. Much like the grades we give students, we can use these grades to identify ways to help schools improve over time. The overall grade is based on performance in three different areas, or domains, which are noted below.
### STUDENT ACHIEVEMENT

For elementary and middle schools, the Student Achievement score is based on STAAR performance only.

### SCHOOL PROGRESS

<table>
<thead>
<tr>
<th>SCORE</th>
<th>% OF GRADE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Growth</td>
<td>60</td>
</tr>
<tr>
<td>Relative Performance</td>
<td>59</td>
</tr>
<tr>
<td>Total</td>
<td>60</td>
</tr>
</tbody>
</table>

The higher of Growth or Performance is used.

### CLOSING THE GAPS

<table>
<thead>
<tr>
<th>SCORE</th>
<th>% OF GRADE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade Level Performance</td>
<td>13</td>
</tr>
<tr>
<td>Academic Growth/Graduation Rate</td>
<td>25</td>
</tr>
<tr>
<td>English Language Proficiency</td>
<td>100</td>
</tr>
<tr>
<td>Student Achievement</td>
<td>13</td>
</tr>
<tr>
<td>Total</td>
<td>70</td>
</tr>
</tbody>
</table>
Texas Education Agency  
2018 Accountability Ratings Overall Summary  
YATES H S (101912020) - HOUSTON ISD

<table>
<thead>
<tr>
<th>Component Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>50</td>
<td>Not Rated: Harvey Provision</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>Improvement Required</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>28</td>
<td>54</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>26</td>
<td>60</td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>80.3</td>
<td>55</td>
</tr>
<tr>
<td>School Progress</td>
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<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td>52</td>
<td>57</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 78.2%)</td>
<td>27</td>
<td>58</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>0</td>
<td>30</td>
</tr>
</tbody>
</table>

Notes:  
- This campus was directly affected by Hurricane Harvey and did not receive an overall rating.

Distinction Designations

<table>
<thead>
<tr>
<th>Subject</th>
<th>Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA/Reading</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Mathematics</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Science</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Social Studies</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Comparative Academic Growth</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Postsecondary Readiness</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Comparative Closing the Gaps</td>
<td>Not Eligible</td>
</tr>
</tbody>
</table>
HOW WELL IS THIS SCHOOL Performing OVERALL?

NOT RATED

50 out of 100

This school was impacted by Hurricane Harvey and did not receive an overall rating or grade.

UNDERSTANDING OVERALL PERFORMANCE

This report card is designed to tell us how well we are helping students reach grade level and how well we are preparing them for success after high school. Much like the grades we give students, we can use these grades to identify ways to help schools improve over time. The overall grade is based on performance in three different areas, or domains, which are noted below.

STUDENT ACHIEVEMENT

IMPROVEMENT REQUIRED

57 out of 100

The Student Achievement domain tells us how much students know and are able to do at the end of the school year.

SCHOOL PROGRESS

IMPROVEMENT REQUIRED

58 out of 100

The School Progress domain shows us how students are performing over time and compares that progress to similar schools.

CLOSING THE GAPS

IMPROVEMENT REQUIRED

30 out of 100

The Closing the Gaps domain tells us how well different populations of students on a campus are performing.
### STUDENT ACHIEVEMENT

<table>
<thead>
<tr>
<th></th>
<th>SCORE</th>
<th>% OF GRADE</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAAR Performance</td>
<td>54</td>
<td>40%</td>
</tr>
<tr>
<td>College, Career, and Military Readiness</td>
<td>60</td>
<td>40%</td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>55</td>
<td>20%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>57</td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

### SCHOOL PROGRESS

<table>
<thead>
<tr>
<th></th>
<th>SCORE</th>
<th>The higher of Growth or Performance is used.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Growth</td>
<td>57</td>
<td></td>
</tr>
<tr>
<td>Relative Performance</td>
<td>58</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>58</td>
<td></td>
</tr>
</tbody>
</table>

### CLOSING THE GAPS

<table>
<thead>
<tr>
<th></th>
<th>SCORE</th>
<th>% OF GRADE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade Level Performance</td>
<td>0</td>
<td>50%</td>
</tr>
<tr>
<td>Academic Growth/Graduation Rate</td>
<td>0</td>
<td>10%</td>
</tr>
<tr>
<td>English Language Proficiency</td>
<td>0</td>
<td>10%</td>
</tr>
<tr>
<td>Student Achievement</td>
<td>0</td>
<td>30%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>30</td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>
Accountability Rating
Met Standard

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

Did Not Meet Standards on
- Student Achievement

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

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>770</td>
<td>1,505</td>
<td>51</td>
</tr>
<tr>
<td>2</td>
<td>246</td>
<td>1,000</td>
<td>25</td>
</tr>
<tr>
<td>3</td>
<td>507</td>
<td>1,600</td>
<td>32</td>
</tr>
<tr>
<td>4</td>
<td>8.5</td>
<td>18.8</td>
<td>21.1</td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>7 out of 22 = 32%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>12 out of 12 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>0 out of 4 = 0%</td>
</tr>
<tr>
<td>Total</td>
<td>19 out of 38 = 50%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting website at https://rptsrv1.tea.texas.gov/perfreport/account/2017/index.html
## Site Information Form Part II

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

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

   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).

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

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

- full service grocery store (1 point)(1 mile)
- pharmacy (1 point)(1 mile)
- licensed center serving children (1 point)(2 miles)
- university or community college (1 point)(5 miles)
- health-related facility (1 point)(3 miles)
- indoor recreation facility available to public (1 point)

3. **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.**

4. **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.**

<table>
<thead>
<tr>
<th>Application is seeking points for Opportunity Index.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>0</td>
</tr>
</tbody>
</table>

If necessary, provide a brief summary of how the Development Site is justifying the points selected:

2/28/2019
2. **Underserved 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:

- Wholly or partially within a Colonia (2 points);
  (Note: Not eligible if application qualifies for Opportunity Index points)

- Entirely within the boundaries of an Economically Distressed Area (1 point);
  (Note: Not eligible if application qualifies for Opportunity Index points)

- 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 (3 points);

- For areas that did not score above, entirely within a census tract that does 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 (2 points);

- 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);

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

- 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);

- 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.  Total Points Claimed:  

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

- X Development Site is located in a Place with a population over 200,000 and is not in the At-Risk Set-Aside.

  AND

- Population of Place is 200,000-749,999 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.  Total Points Claimed: 5

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

Region:  

- Yes Application is claiming points for a Concerted Revitalization Plan ("CRP").

- X No points were claimed for Opportunity Index.

- X Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.

- X The CRP Packet has been completed and uploaded along with but separately from the Application.

Application is seeking points for Concerted Revitalization.  Total Points Claimed: 5
5. **Declared Disaster Area Scoring (Competitive HTC Applications ONLY) [10 TAC §11.9(d)(3)]**

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

<table>
<thead>
<tr>
<th>Application is seeking points for Declared Disaster Area.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>

6. **Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY) [10 TAC §11.9(c)(8)]**

- 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.

<table>
<thead>
<tr>
<th>Application is seeking points for Readiness to Proceed.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5</td>
</tr>
</tbody>
</table>
Supporting Documentation for the Site Information Form Part II

**n/a** 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
- 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](https://www.neighborhoodscout.com)
- Print-out from THECB website confirming accreditation of university or community college
  [http://www.txhighereddata.org/Interactive/Institutions.cfm](http://www.txhighereddata.org/Interactive/Institutions.cfm)
- Evidence 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

**n/a** Evidence of Underserved Area (Competitive HTC and Direct Loan Only)
- n/a For Colonias:
  - Evidence from Attorney General of Colonia boundaries; and
    [https://www.texasattorneygeneral.gov/cpd/colonias](https://www.texasattorneygeneral.gov/cpd/colonias)
  - Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and
  - Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.
- 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.
- 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](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

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

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 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.
CITY COUNCIL

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

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

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

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

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

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

Guidelines for Attending, Speaking, and/or Viewing Houston City Council
The City of Houston City Council agenda is published on Friday afternoon and details the actions that Council will consider at its meeting the following week. Per Houston City's Charter, Council meets at 1:30 p.m. on Tuesday afternoons and 9 a.m. on Wednesday mornings in the Council Chamber on the second floor of City Hall, 901 Bagby, Houston 77002.
The Tuesday session is devoted to public comment. The Wednesday session is for consideration of actions that require Council approval. Be sure to check the Council meeting calendar at www.houstontx.gov/citysec/calendar.pdf since there are scheduled break weeks throughout the year and meetings that are consolidated due to holidays.

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

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

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CITY COUNCIL

Meetings Information, Etc.

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

Agenda Information
In accordance with the Texas Open Meetings Act, the agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located at the rear entrance of the City Hall Annex, 900 Bagby. Copies of the agenda are available at no charge in the Office of the City Secretary in the City Hall Annex, Public Level. To receive the agenda by mail, send check or money order for $2 for a one-year subscription, made payable to the City of Houston to the attention of the City Secretary, PO Box 1362, Houston, Texas 77251. To reserve time to appear before Council, call 713.247.1840 or come to the Office of the City Secretary, City Hall Annex, Public Level at least 30 minutes prior to the scheduled public session shown on the agenda.

- View the City Council Agenda online

Typical Agenda Format

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

Wednesdays:
8:00 AM -- Reading of captions by the City Secretary. 9:00 AM -- Hearings, Mayor’s Report, Consent Agenda, Matters Removed from Consent Agenda, Non-Consent Agenda, Matters Held, Matters to be Presented by Council Members (Pop-Off)

CITY COUNCIL LINKS

- City Council Home Page
- Admin. Office of City Council
- Agenda Backup
- Agenda of City Council
- Campaign Finance Reports (Electronic)
- Campaign Finance Reports (Historic)
- Conflict of Interest Forms
- Council Committee Agendas
- County Clerk’s Office
- District Boundaries Ordinance
- Maps of Council Districts
- Meetings Information, Etc.
- Photo Gallery of Council Members
- Voter Registration Info
- Who Is My Council Member?
AGENDA

CITY OF HOUSTON • CITY COUNCIL
February 12 & 13, 2019

MAYOR
SYLVESTER TURNER

CONTROLLER
CHRIS B. BROWN

DISTRICT COUNCIL MEMBERS

Brenda Stardig
District A

Steve Le
District F

Jerry Davis
District B

Greg Travis
District G

Ellen R. Cohen
District C

Karla Cisneros
District H

Dwight A. Boykins
District D

Robert Gallegos
District I

Dave Martin
District E

Mike Laster
District J

Martha Castex-Tatum
District K

AT-LARGE COUNCIL MEMBERS

Mike Knox
Position 1

Michael Kubosh
Position 3

David W. Robinson
Position 2

Amanda K. Edwards
Position 4

Jack Christie D.C.
Position 5

Marta Crinejo Director - City Council Agenda
Anna Russell City Secretary

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

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

To reserve time to appear before Council call 832-393-1100 or come to the Office of the City Secretary, City Hall Annex, Public Level at least 30 minutes prior to the scheduled public session shown on the agenda. NOTE: If a translator is required, please advise when reserving time to speak.
2019 Declared Disaster Areas
Counties Eligible under §11.9(d)(3) of the 2019 QAP
as of November 5, 2018

Andrews  Cottle  Haskell  Lubbock  San Patricio
Angelina  Crosby  Hays  Lynn  San Saba
Aransas  Dallam  Hemphill  Madison  Scurry
Archer  Dawson  Henderson  Martin  Shackelford
Armstrong  DeWitt  Hidalgo  Mason  Sherman
Atascosa  Deaf Smith  Hill  Matagorda  Somervell
Austin  Dickens  Hopkins  Maverick  Starr
Bandera  Dimmit  Hood  McLennan  Stephens
Bastrop  Donley  Houston  McMullen  Sterling
Baylor  Duval  Howard  Medina  Stonewall
Bee  Eastland  Hutchinson  Midland  Sutton
Bell  Edwards  Jackson  Milam  Swisher
Bexar  Ellis  Jasper  Mills  Tarrant
Blanco  Erath  Jefferson  Mitchell  Taylor
Borden  Falls  Jim Hogg  Montgomery  Terry
Bosque  Fannin  Jim Wells  Moore  Throckmorton
Brazoria  Fayette  Johnson  Motley  Travis
Brazos  Fisher  Jones  Navarro  Trinity
Briscoe  Floyd  Karnes  Newton  Tyler
Brooks  Foard  Kendall  Nolan  Uvalde
Brown  Fort Bend  Kenedy  Nueces  Val Verde
Burleson  Frio  Kent  Ochiltree  Van Zandt
Burnet  Gaines  Kerr  Oldham  Victoria
Caldwell  Galveston  Kimble  Orange  Walker
Calhoun  Garza  King  Palo Pinto  Waller
Callahan  Gillespie  Kinney  Parker  Washington
Cameron  Glasscock  Kleberg  Parmer  Webb
Carson  Goliad  Knox  Polk  Wharton
Castro  Gonzales  La Salle  Potter  Wheeler
Chambers  Gray  Lampasas  Rains  Wilbarger
Childress  Grimes  Lavaca  Randall  Willacy
Cochran  Guadalupe  Lee  Real  Williamson
Coke  Hall  Leon  Refugio  Wilson
Coleman  Hamilton  Liberty  Roberts  Winkler
Collingsworth  Hansford  Limestone  Robertson  Yoakum
Colorado  Hardeman  Lipscomb  Runnels  Young
Comal  Hardin  Live Oak  Sabine  Zapata
Comanche  Harris  Llano  San Augustine  Zavala
Coryell  Hartley  Loving  San Jacinto

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
221 E. 11th St., Austin, TX 78701  Main Number: 512-475-3800  Email: info@tdhca.state.tx.us
P.O. Box 13941, Austin, TX 78711  Toll Free: 800-525-0657  Web: www.tdhca.state.tx.us
Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.
Relay Texas: 800-735-2989 (TTY) and 711 (Voice).
Governor Greg Abbott Extended The State Disaster Declaration In January For Texas Counties Affected By Hurricane Harvey

January 18, 2019 Austin, Texas | Proclamation

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, GREG ABBOTT, Governor of the State of Texas, issued a disaster proclamation on August 23, 2017, certifying that Hurricane Harvey posed a threat of imminent disaster for Aransas, Austin, Bee, Brazoria, Calhoun, Chambers, Colorado, DeWitt, Fayette, Fort Bend, Galveston, Goliad, Gonzales, Harris, Jackson, Jefferson, Jim Wells, Karnes, Kleberg, Lavaca, Liberty, Live Oak, Matagorda, Nueces, Refugio, San Patricio, Victoria, Waller, Wharton and Wilson counties; and

WHEREAS, the disaster proclamation of August 23, 2017, was subsequently amended on August 26, August 27, August 28 and September 14 to add the following counties to the disaster proclamation: Angelina, Atascosa, Bastrop, Bexar, Brazos, Burleson, Caldwell, Cameron, Comal, Grimes, Guadalupe, Hardin, Jasper, Kerr, Lee, Leon, Madison, Milam, Montgomery, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Trinity, Tyler, Walker, Washington and Willacy; and

WHEREAS, on September 20, 2017, and in each subsequent month effective through today, I issued proclamations renewing the disaster declaration for all counties listed above; and

WHEREAS, due to the catastrophic damage caused by Hurricane Harvey, a state of disaster continues to exist in those same counties;

NOW THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby renew the disaster proclamation for the 60 counties listed above.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 18th day of January, 2019.

GREG ABBOTT
Governor

View a PDF of the proclamation
<table>
<thead>
<tr>
<th>Counties Eligible under §11.9(d)(8) of the 2019 QAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
</tr>
</tbody>
</table>

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

If selected for an award of tax credits, Houston 2222 Pierce Housing, LP commits to close all financing and fully execute the construction contract on or before the last business day of November 2019.

Zoning
Appropriate zoning is currently in place for 2222 Pierce, as the City of Houston has no zoning. See evidence provided in Tab 8 of the application.

Financing Partners
The development team has received preliminary financing commitments including acknowledgements that closing will occur no later than November 29, 2019.

Architect/Permitting
The architect has provided a critical path schedule for each phase of the design process and for site development and building permitting. This schedule also describes the current stage of architectural plans. The architect anticipates submission of plans for permitting by September 15, 2019. The review period is expected to last 6 weeks, and permits are expected to be issued before the end of October 2019.

Property Acquisition
Pursuant to the site control contract, closing is required to occur on or before January 31, 2020 accounting for all allowed extensions. This closing deadline is post the November 29, 2019 Readiness to Proceed closing deadline, therefore the closing will occur on or before November 29, 2019.

Construction Contract
ICON Builders, LLC has been selected as the contractor for 2222 Pierce. See attached notification of selection. Contract negotiations are expected to be complete October 31, 2019, and a construction contract is anticipated to be executed no later than November 29, 2019.
## Development Timeline

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design - Conceptual Design Complete</td>
<td>2/20/2019</td>
</tr>
<tr>
<td>Housing Tax Credit Application Submission</td>
<td>3/1/2019</td>
</tr>
<tr>
<td>Market Study Complete</td>
<td>3/26/2019</td>
</tr>
<tr>
<td>Geotechnical Report Complete</td>
<td>5/31/2019</td>
</tr>
<tr>
<td>Design - 30% Plans Complete</td>
<td>6/11/2019</td>
</tr>
<tr>
<td>Construction Budget - 30% Budget</td>
<td>6/25/2019</td>
</tr>
<tr>
<td>Design - 60% Plans Complete</td>
<td>7/8/2019</td>
</tr>
<tr>
<td>Construction Budget - 60% Budget</td>
<td>7/22/2019</td>
</tr>
<tr>
<td>Tax Credit Award</td>
<td>7/25/2019</td>
</tr>
<tr>
<td>Lender - Order and Review Appraisal</td>
<td>9/3/19-10/4/19</td>
</tr>
<tr>
<td>Lender Review - Phase I Environmental Site Assessment</td>
<td>9/3/19-10/4/19</td>
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<tr>
<td>Lender Review - Market Study</td>
<td>9/3/19-10/4/19</td>
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<tr>
<td>Lender and Investor - Plan and Cost Review</td>
<td>9/3/19-10/15/19</td>
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<tr>
<td>Closing Documents Prepared</td>
<td>9/3/19-11/1/19</td>
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<tr>
<td>Lender and Investor - Underwriting, Due Diligence, and Credit/Investment Approvals</td>
<td>9/3/19-11/22/19</td>
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<tr>
<td>Design - 90% Plans Complete</td>
<td>9/15/2019</td>
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<tr>
<td>Building Permit Application</td>
<td>9/15/2019</td>
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<tr>
<td>Construction Budget - 90% Budget</td>
<td>9/29/2019</td>
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<tr>
<td>Building Permits Issued</td>
<td>10/31/2019</td>
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<tr>
<td>Construction Contract Executed</td>
<td>11/29/2019</td>
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<tr>
<td>Close Financing</td>
<td>11/29/2019</td>
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<tr>
<td>Land Closing</td>
<td>11/29/2019</td>
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<tr>
<td>Construction Commencement</td>
<td>12/5/2019</td>
</tr>
<tr>
<td>Construction Completion</td>
<td>3/31/2021</td>
</tr>
</tbody>
</table>
February 13, 2019

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

Re: 2222 Pierce, TDHCA #19299 – Selection of General Contractor

Dear Mr. Hardy,

Please accept this letter as confirmation that ICON Builders, LLC has been chosen as the general contractor for 2222 Pierce. The construction contract for the development will be executed on or before November 29, 2019.

If you have any questions, please do not hesitate to call.

Sincerely,

Christopher A. Akbari
Authorized Representative

Acknowledged by ICON Builders, LLC

By: [Signature]

Printed Name: Kevin Hardy

Title: [Title]
MEMORANDUM
2/18/2019
Houston 2222 Pierce Housing, LP
c/o The ITEX Group
Attn: Christopher A. Akbari
3735 Honeywood Court
Port Arthur, TX 77642

Dear Mr. Akbari,

Diamond Development Group is pleased to have been selected to provide design services for 2222 Pierce in Houston. Conceptual design for the development has been completed. Below is the critical path schedule to complete design and secure all necessary permits prior to November 29, 2019.

Schematic Design
• Time necessary to complete: 3 weeks
• Completion date: June 11, 2019

Design Development
• Time necessary to complete: 3 weeks*
• Completion date: July 8, 2019

Construction Documents – Drawings to obtain building permits and for construction
• Time necessary to complete: 10 weeks*
• Completion date: September 15, 2019 (Issue for Permit)

Building Permits
• Review time necessary prior to issuance: 6 weeks
• Issuance date: October 15, 2019

*can run concurrent

If you have any questions, please do not hesitate to call.

Best Regards,

Blair Korndorffer
Diamond Development Group
Citibank, N.A. ("CITI") understands that Houston 2222 Pierce Housing, LP ("2222 Pierce") intends to submit an application to TDHCA for 9% Low Income Housing Tax Credits. CITI is interested in providing the related construction and permanent loan for the project (see attached Term Sheet, "Exhibit A").

This letter is not intended to be, and shall not constitute, a commitment to lend, syndicate a financing, underwrite or purchase securities, commit capital, or provide or arrange any portion of the financing for the Project. Such obligations would arise only under separate written agreements acceptable to CITI in its sole discretion. Furthermore, any such commitments would be subject to, among other things, (a) the satisfactory completion of CITI's customary due diligence review; (b) approval by CITI internal committees; (c) the receipt of any necessary governmental, contractual and regulatory consents or approvals in connection with the Project and the related financing; (d) the negotiation and documentation of the financing referred to above, including the terms and conditions of the financing, in form and substance satisfactory to CITI and its counsel; and (e) there not having occurred any disruption of or change in financial, banking or capital market conditions that, in CITI's judgment, could make it inadvisable or impractical to proceed with any portion of the financing of the Project.

Neither CITI nor any of its affiliates shall have any liability (whether direct or indirect, or in contract, tort or otherwise) to Houston 2222 Pierce Housing, LP, the Project or any other person, claiming through Houston 2222 Pierce Housing, LP or the Project, as the case may be, for or in connection with the delivery of this letter.

In connection with this transaction, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this transaction, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this transaction. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this transaction, if you have not already done so.

Very truly yours,
CITIBANK, N.A.

Mahesh Aiyer
Authorized Signatory

Encl. - Exhibit A
TERM SHEET
Multifamily Rental Developments with Rent Restrictions
New Construction and/or Substantial Rehabilitation and/or Term Mortgages

2222 Pierce
February 25, 2019

NOTE: This Term Sheet constitutes a brief summary of certain, but not all, transaction terms and conditions for discussion purposes only. The summary that follows is subject to credit approval and does not constitute an offer or commitment.

In connection with this Term Sheet, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Term Sheet, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Term Sheet. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Term Sheet, if you have not already done so.

PRELIMINARY LOAN TERMS

Transaction Summary:
Citibank, N.A. (together with its affiliates, “CITI”) proposes to fund a construction and permanent loan (the “Loan”) to the Borrower (defined below) in connection with the acquisition and construction of the Property described below.

There will be two separate phases to the financing. Acquisition, construction and stabilization must be completed during the construction phase (the “Construction Phase”) as further described below. After the work has been completed and the Property has stabilized, the Borrower will submit a request to convert to the permanent phase (the “Permanent Phase”).

Construction financing will be provided as a conventional construction loan to accommodate monthly loan draws. Payments during the Construction Phase will be interest only.

During the Construction Phase, the lender will be CITI (the “Construction Lender”) and during the Permanent Phase, the lender will be Freddie Mac (the “Permanent Lender”). Prior to Construction Phase closing, CITI as Freddie Mac Seller/Servicer, will work with Freddie Mac to provide an unfunded forward commitment (“Forward Commitment”) to purchase the Loan upon Conversion (see below) to the Permanent Phase.

In order to be eligible to convert to the Permanent Phase (the “Conversion”), the Property must meet the Conversion to Permanent Phase Requirements as discussed below.

The Borrower understands that CITI intends to sell the mortgage loan for which Borrower is applying (the “Mortgage”) to Freddie Mac. If Freddie Mac purchases the Mortgage, the Borrower’s signature below constitutes the Borrower’s authorization for Freddie Mac to publicly use, at Freddie Mac’s discretion, the name of the Property, photographs of the Property, and basic transaction information (for example, the number of units in the Property, the loan amount, etc.) relating to the Mortgage.
Property: A to-be-built multifamily project containing 166 units located in Houston, Texas. The property is commonly referred to as “2222 Pierce.” (“Property”)

Set-Asides: 7% of the units are reserved for individuals or families whose income is no greater than 30% of Area Median Income (“AMI”), 20% of the units at 50% AMI, 25% of the units at 60% AMI, 24% at 80% AMI and the remaining 24% at market rents.

Applicant: Houston 2222 Pierce Housing, LP

Borrower: A single asset entity whose manager or general partner is the Applicant or an affiliate of Applicant. Borrower entity, its constituent entities and its operating agreement must be acceptable to CITI and Freddie Mac in all respects.

LIHTC Investor/ Syndicator: If applicable, the Low Income Housing Tax Credit ("LIHTC") Investor / Syndicator, the upper tier investor(s) and the terms and conditions of the partnership agreement must be acceptable to CITI and Freddie Mac in all respects including, particularly, the timing of and conditions to funding capital contributions.

Guarantor(s): Chris Akbari and ITEX Group LLC and/or other individual(s) or corporate entity acceptable to CITI and Freddie Mac in all respects. The Guarantor(s)' financial condition(s) must be acceptable to CITI and Freddie Mac in all respects.

Subordinate Debt: If applicable, the sources of subordinate debt and the subordinate loan documents must be acceptable to CITI and Freddie Mac in all respects. All subordinate debt must fund prior to Loan funding unless CITI and Freddie Mac approve other arrangements.

Loan Security: First lien on land and any improvements, UCC filings for fixtures; assignment of all leases and rents; and, a first priority collateral assignment of all contracts, management agreements, and other agreements and all permits relating to the Property. Ground leases must be subordinate to CITI's lien position unless the fee is owned by a government agency to ensure long-term affordability. All income and rent restrictions will be subordinate to the CITI security instrument.

Construction Phase Recourse Guarantees: Prior to Conversion of the Loan to the Permanent Phase (described below) and during the Construction Phase (described below), the Loan will be fully recourse to the Borrower and to the Guarantor(s) and Completion and Repayment Guarantees are required from the Borrower and the Guarantor(s).

Guarantees, Permanent Phase: None, except for industry standard carve outs ("Carve Outs"). Carve Outs include guarantees against fraud, misrepresentation, bankruptcy and environmental issues.

Environmental Indemnity: Borrower and Guarantor(s) will be liable for CITI's standard environmental indemnity.

Closing: Closing is subject to full satisfaction of CITI's standard due diligence, underwriting and credit approval processes, and the execution and delivery of all required loan documents, delivery of opinions, payment of fees and other customary requirements.

Closing Date (est.): November 29, 2019
## CONSTRUCTION PHASE

<table>
<thead>
<tr>
<th>Construction Phase Loan Amount:</th>
<th>An amount, currently estimated to be $26,350,000, but in any event, an amount not to exceed 80% of costs budgeted for the Construction Phase.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term:</td>
<td>24 months, plus one 6-month extension(s). Fees for the extension(s) are indicated below under “Fees &amp; Expenses.”</td>
</tr>
<tr>
<td>Construction Phase Interest Rate:</td>
<td>Currently expected to be 5.50%. Pricing is based on current market conditions and is subject to change.</td>
</tr>
<tr>
<td>Availability:</td>
<td>Loan proceeds will be advanced to Borrower on a “draw down” basis upon receipt of a written request from Borrower, supported by documentation acceptable to CITI. Borrower will be required to submit a loan budget worksheet with each draw request tracking all Property sources and uses of funds. Draw requests limited to one per month.</td>
</tr>
<tr>
<td>Loan in Balance:</td>
<td>The Loan must remain “in balance” during the Construction Phase. “In balance” means that (1) the funds available during the Construction Phase (from the Loan and all other debt and equity sources) are sufficient to complete the construction or rehabilitation of the Property and all other expenses reasonably expected to be necessary to achieve the conditions for conversion of the Loan to the Permanent Phase; and (2) the sources available at Conversion are sufficient to pay down the Construction Phase Loan Amount to the Permanent Phase Loan Amount, along with any other funding requirements for Conversion.</td>
</tr>
<tr>
<td>Amortization:</td>
<td>None. Payments on the Loan during the Construction Phase will be interest only.</td>
</tr>
<tr>
<td>Prepayment and Yield Maintenance:</td>
<td>Voluntary prepayment of the Construction Phase Loan principal amounts during the Construction Phase may be made without prepayment fee or penalty. However, the Freddie Mac Permanent Phase Loan has a mandatory delivery requirement (see below).</td>
</tr>
<tr>
<td>Interest Reserve:</td>
<td>Calculated at the Construction Phase Interest Rate noted above, plus a cushion acceptable to CITI at time of final Credit approval. Currently, CITI is underwriting with a cushion of 1.00%. The Interest Reserve will be sized based on an analysis of the projected draw schedule for the Loan during the Construction Phase.</td>
</tr>
<tr>
<td>Budget and Contingencies:</td>
<td>The budget for the Construction Phase, including all budget line items, is subject to CITI approval. The budget shall include a hard cost contingency of no less than 5% of budgeted hard costs for new construction projects and no less than 10% of budgeted hard costs for rehabilitation projects. The budget shall include a soft cost contingency of no less than 5% of budgeted soft costs, excluding 1) soft costs incurred prior to or in connection with closing; 2) interest reserve and bank fees; 3) capitalized operating reserve deposits and other costs that may be due in connection with Conversion for which specific sources are identified; and 4) developer fees.</td>
</tr>
</tbody>
</table>
General Contractor and Bonding Requirements: The general contractor and the construction contract must be acceptable to CITI. CITI will require payment and performance bonds equal to 100% of the construction contract amount. Surety issuing bonds must have an A.M. Best rating of “A/III” or better and must be acceptable to CITI in all other respects. In lieu of bonds, CITI will accept a letter of credit (“LC”) equal to 10% of the hard cost budget. LC provider must be rated “BBB” or better.

Retainage: Construction contract will provide for a minimum retainage of 10% of each construction pay application until “substantial completion” (as defined in the Loan documents). Retainage percentage amounts can be revised, but only down to a minimum of 10% until 50% completion and then 0% retention withheld thereafter. No release of retainage is permitted for achieving 50% completion. All retained amounts will be released upon final, lien-free completion of construction, as approved by CITI.

PERMANENT PHASE

Permanent Phase Loan Amount: The estimated Permanent Phase Loan Amount is currently estimated to be in the maximum amount of $12,525,000 or such other loan amount supported by CITI’s and Freddie Mac’s underwriting of the Property at the time of Conversion in accordance with CITI’s and Freddie Mac’s underwriting requirements including those listed below.

Forward Commitment Term: 24-months. Any extension will require Freddie Mac approval and will be subject to a Freddie Mac Extension Fee (see below).

Term/Amortization: 15/35 years

Yield Maintenance Period: From Closing until 6 months prior to the end of the Permanent Phase.

Permanent Phase Interest Rate: Fixed rate equal to 5.35%. Pricing is based on current market conditions and is subject to change. The rate will be committed at the time of closing of the Construction Phase financing.

Conversion to Permanent Phase Requirements: Conversion requirements include completion of construction and 90% physical occupancy of Project for three consecutive calendar months. CITI and Freddie Mac will review the Property’s net operating income to determine the maximum Permanent Phase Loan Amount based on the Debt Service Coverage and Loan-to-Value noted below. For purposes of this Term Sheet, the term “Construction Phase” means the period from the Closing Date through the day prior to the Conversion Date and the term “Permanent Phase” means the period from the Conversion Date (inclusive) through the maturity date (or earlier termination) of the Project’s permanent financing.

Debt Service Coverage: A minimum of 1.15 to 1.00, but is subject to Freddie Mac’s review and approval.

Loan-to-Value: 90% of market value, based on restricted rents and inclusive of value of permanent below market financing, but is subject to Freddie Mac’s review and approval.
Replacement Reserve: Upon Conversion, Borrower will be required to fund a Replacement Reserve for each of the first five years following Conversion in a minimum amount of $300/unit/year. For each successive five year period thereafter until Permanent Loan maturity, the Replacement Reserve level will be determined by a new Physical Needs Assessment acceptable to CITI and Freddie Mac.

Taxes and Insurance: Commencing upon Conversion, real estate taxes and insurance premiums must be escrowed with the Loan servicer (the “Servicer”) on a monthly prorated basis in an amount sufficient to enable the Servicer to pay (at least 30 days before due) all taxes, assessments, insurance premiums or other similar charges affecting the Property.

OTHER

Appraisal, Environmental, Plan/Cost Reviews: Appraisal and Plan/Cost Review/Environmental reports will be commissioned and reviewed by CITI and Freddie Mac. Appraisal, environmental condition and plan/cost reviews must be acceptable to CITI and Freddie Mac in all respects.

Property Tax Abatements, Incentives: All documentation related to any tax abatement or tax incentives must be acceptable to CITI and Freddie Mac in all respects.

Developer Fee: Any developer fee paid prior to conversion to the Permanent Phase shall be pre-approved by CITI and Freddie Mac in their sole discretion.

TDHCA Acknowledgement: Please note that in providing this proposal for submission to TDHCA as part of the application process to get an award of 9% Housing Tax Credits, CITI (the “Bank”) acknowledges the following:

1) The Bank has reviewed the sponsor’s application for the proposed development and finds that the project is feasible for financing by the Bank. Please also see attached exhibit regarding the 15-year pro forma that the Bank finds acceptable which demonstrates a debt service coverage of no less than 1.15x for 15 years.

2) The Bank has reviewed the creditworthiness and quality of the principals involved and has determined that the principals are acceptable to the Bank.

3) The Bank has reviewed in substance, the creditworthiness and quality of the financial strength of the guarantors as noted above and finds such guarantors acceptable as part of the financing outlined in this proposal.

4) The Bank understands that any transaction that is located in a disaster county as declared by the Federal Emergency Management Agency must close on all financing and have an executed construction contract by November 29, 2019. The Bank would be prepared to close in that time frame.
FEES & EXPENSES

Application Fee: $25,000, which amount shall be non-refundable (except as set forth in the “Exclusivity” section of the Preliminary Application to which this Term Sheet is appended) and due and payable upon acceptance of a Preliminary Application. This fee is applicable toward third party reports, loan underwriting and processing (in the minimum amount of $5,000), and CITI’s initial legal fees. Applicant is responsible for the payment of all reasonable costs incurred in connection with the underwriting, processing and/or closing of the Loan (including CITI’s legal fees).

Origination Fee: A non-refundable Origination Fee equal to 1.00% of the Construction Phase Loan Amount and 1.00% of the Permanent Phase Loan Amount (“Origination Fee”) shall be earned in full by CITI upon the closing of the Loan, and is due and payable at that time. The Origination Fee will be applied towards CITI’s costs of providing this financing.

CITI Legal Fees (est): Estimated fees of CITI’s counsel for the initial closing are to be determined and assumes no significant negotiation over CITI’s form documents. A portion of the Application Fee will be applied to initial CITI counsel fees. Applicant agrees to make a supplemental deposit to cover CITI’s counsel fees once the drafting of legal documentation commences, if requested.

Fees of CITI’s counsel for work associated with Conversion of the Loan to the Permanent Phase are to be determined.

Course of Construction Inspections (est): $TBD/monthly report.

Construction Term Extension Fee: TBD

Forward Commitment Term Extension Fee: Freddie Mac reserves the right to charge a fee related to the extension of the Forward Commitment from 24 to 30 months.

Freddie Mac Non-Refundable Application Fee: The greater of $3,000 or 0.10% of the Permanent Phase Loan Amount due at execution of the loan application.

Freddie Mac Forward Commitment Deposit Fee: A Forward Commitment Deposit Fee equal to 2% of the Permanent Phase Loan Amount is payable to Freddie Mac prior to closing. The Forward Commitment Deposit Fee will be returned no later than thirty (30) days after Conversion or will be retained if the loan does not convert to the Permanent Phase. CITI may fund the Forward Commitment Deposit Fee from Construction Phase Loan proceeds. However, the Borrower is liable for the Forward Commitment Deposit Fee in the event it is forfeited to Freddie Mac.
Freddie Mac

Delivery Assurance Fee: At closing, the Borrower will be required to sign a non-recourse Delivery Assurance Note secured by a subordinate lien on the Property. The Delivery Assurance Note evidences the mandatory delivery nature of the Forward Commitment. The Delivery Assurance Fee obligations shall be released (i) in the event that the Permanent Phase Loan is delivered to Freddie Mac, or (ii) in the event that the Permanent Phase Loan is not delivered to Freddie Mac on account of (a) the failure of the Project to satisfy the minimum underwriting requirements for Conversion, (b) the failure of CITI to satisfy its Program obligations with respect to the Permanent Phase Loan, or (c) an act of God, including flood, fire, lightening or earthquake, or any explosion, act of a public enemy, war, revolution, governmental restraint, embargo or other cause which is not within the control of Borrower. The Delivery Assurance Note is equal to 5% of the unpaid principal balance of the maximum Permanent Phase Loan Amount.

Conversion Fee and Expenses: A Conversion fee equal to $10,000 will be charged by CITI. Other expenses, including insurance review, site inspection and loan servicer set-up fees are estimated to be $5,000.

Other Costs: Applicant is responsible for costs of survey, title insurance policy, hazard insurance policy, tax escrow fee and all other normal and customary loan closing expenses.

Term Sheet Expiration Date: Fifteen (15) days after the date hereof, unless attached to a Preliminary Application letter.

This Term Sheet is an indication of our proposal to finance the Property. It is understood and agreed that this Term Sheet does not, in any manner, constitute a commitment to lend. The financing documents evidencing the Loan will be documented separately and will contain terms and conditions that may be in addition to or in substitution of those set forth in this Term Sheet.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Term Sheet is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital. By accepting this Term Sheet, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any transaction contemplated hereby (a "Transaction").

The undersigned hereby accepts the foregoing Commitment and agrees to be bound by the terms, requirements and conditions set forth herein.

SPONSOR:

By: ____________________________

Name: __________________________

Title: ___________________________

The provision of information in this Term Sheet is not based on your individual circumstances and should not be relied upon as an assessment of suitability for you of a particular product or transaction. Even if CITI possesses information as to your objectives in relation to any transaction, series of transactions or trading strategy, this will not be deemed sufficient for any assessment of suitability for you of any transaction, series of transactions or trading strategy.

This Term Sheet is provided for information purposes and is intended for your use only. Except in those jurisdictions where it is impermissible to make such a statement, CITI hereby informs you that this Term Sheet should not be considered as a solicitation or offer to sell or purchase any securities or other financial products. This Term Sheet does not constitute investment advice and does not purport to identify all risks or material considerations which should be considered when undertaking a transaction. CITI makes no recommendation as to the suitability of any of the products or transactions mentioned. Any trading or investment decisions you take are in reliance on your own analysis and judgment and/or that of your advisors and not in reliance on us.

CITI often acts as (i) a market maker; (ii) an issuer of financial instruments and other products; and (iii) trades as principal in many different financial instruments and other products, and can be expected to perform or seek to perform investment banking and other services for the issuer of such financial instruments or other products. The author of this Term Sheet may have discussed the information contained herein with others within or outside CITI and the author and/or such other CITI personnel may have already acted on the basis of this information (including by trading for CITI's proprietary accounts or communicating the information contained herein to other customers of CITI). CITI, CITI's personnel (including those with whom the author may have consulted in the preparation of this Term Sheet), and other customers of CITI may be long or short the financial instruments or other products referred to in this Term Sheet, may have acquired such positions at prices and market conditions that are no longer available, and may have interests different from or adverse to your interests.

CITI is required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with CITI. CITI will ask for your complete name, street address, and taxpayer ID number. CITI may also request corporate formation documents, or other forms of identification, to verify information provided.

Although Citibank, N.A. (together with its subsidiaries and branches worldwide, "Citibank") is an affiliate of CITI, you should be aware that none of the financial instruments or other products mentioned in this term sheet (unless expressly stated otherwise) are (i) insured by the Federal Deposit Insurance Corporation or any other governmental authority, or (ii) deposits or other obligations of, or guaranteed by, Citibank or any other insured depository institution.

IRS Circular 230 Disclosure: CITI and its employees are not in the business of providing, and do not provide, tax or legal advice to any taxpayer outside of CITI. Any statements in this term sheet regarding tax matters were not intended or written to be used, and cannot be used or relied upon, by any taxpayer for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

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February 22, 2019

Houston 2222 Pierce Housing, LP
Attn: Christopher Akbari
Authorized Representative
3735 Honeywood Court
Port Arthur, TX 77642

Re: 2222 Pierce Apartments – Houston, TX
Houston 2222 Pierce Housing, LP (the “Partnership”)

Dear Chris:

Thank you for providing Hudson Housing Capital LLC (“Hudson”) with the opportunity to extend a purchase offer for the limited partnership interest in the limited partnership that will own 2222 Pierce Apartments.

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

Set forth is our proposal as to the basic business terms under which Hudson or its designee (“Investor”) will acquire a 99.99% limited partnership interest in the Partnership which will own a 166-unit complex in Houston, Texas (the “Property”). You have advised us that Houston 2222 Pierce Developer, LLC (the “Developer”) will be the developer of the Property and Houston 2222 Pierce Housing GP, LLC (the “General Partner”), a single purpose entity, will be the general partner of the Partnership. The ITEX Group, LLC, The ITEX Group, Management, LLC, and Christopher Akbari (collectively, the “Guarantor”) shall jointly and severally guarantee the obligations of the General Partner under the partnership agreement to be entered into between the parties (the “Partnership Agreement”). The Guarantor will be required to maintain minimum liquidity and net worth covenants to be negotiated (the “Net Worth and Liquidity Covenant”). An affiliate of the Investor will be admitted to the Partnership as a special limited partner (the “Special Limited Partner” or “SLP”) with limited supervisory rights.

You have further advised us that the Property expects to receive an allocation of 9% Tax Credits in the annual amount of $1,500,000 and that 86 units will qualify for Tax Credits.
I. Equity Investment

The Investor will contribute to the Partnership a total of $13,948,605 (the “Total Equity”) or approximately $0.93 (the “Tax Credit Ratio”) per total Tax Credit available to the Investor, payable in the following installments:

<table>
<thead>
<tr>
<th>Contribution</th>
<th>Contribution %</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>15%</td>
<td>Closing and through construction</td>
</tr>
<tr>
<td>Second</td>
<td>65%</td>
<td>100% Completion</td>
</tr>
<tr>
<td>Third</td>
<td>18%</td>
<td>Permanent Loan Closing &amp; Breakeven Date</td>
</tr>
<tr>
<td>Fourth</td>
<td>2%</td>
<td>Issuance of 8609s</td>
</tr>
</tbody>
</table>

A. First Capital Contribution. The Investor will fund the First Capital Contribution at Closing.

B. Second Capital Contribution. The Second Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) lien-free construction completion of the Property substantially in accordance with the Plans and Specifications in a workmanlike manner approved by Hudson; (ii) issuance of Certificates of Occupancy for 100% of the units in the Property; (iii) receipt of a final Tax Credit cost certification from independent accountants to the Partnership (the “Accountants”) setting forth the eligible basis and the total available Tax Credits; (iv) receipt of a pay-off letter from the general contractor or sub-contractors, as applicable; (v) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); and (vi) if not received at the Initial Closing, receipt of a carry-over allocation.

C. Third Capital Contribution. The Third Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) closing of the permanent first mortgage loan (“Permanent Loan Closing”); (ii) achievement of Breakeven Operations for 3 months (“Breakeven Date”); (iii) receipt of prior year’s income tax returns in the event such returns are then due; (iv) receipt of a final Tax Credit cost certification from the Accountants as to the amount of Tax Credits the Partnership will claim for 2021/2022 and the amount allocable to each partner (the “Final Certification”); (v) receipt and approval of initial tenant files; and (vi) satisfactory financial condition of the Guarantors (i.e. compliance with the Net Worth and Liquidity Covenant).

“Breakeven” shall mean that, for each such month, occupancy is at least 90% and that Property income (with rents not to exceed maximum allowed tax credit rents net of the applicable utility allowances for the rent-restricted units) exceeds the greater of underwritten expenses or actual expenses, including replacement reserves, reassessed taxes, and permanent loan debt service (calculated on a stabilized and accrual basis) and
generates debt service coverage of not less than 1.15X on all mandatory debt assuming the
greater of actual or a 7.5% vacancy rate on the residential income.

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

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

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

a. Construction loan in the approximate amount of $26,350,000.

b. Permanent Loan in the approximate amount of $12,525,000, with a fixed interest rate not
to exceed 5.35%, a term of at least 15 years, and payments based on 30-year amortization.

c. CDBG Loan in the approximate amount of $20,000,000, with a fixed interest rate not to
exceed 1.00%, a term of 20 years, and interest-only payments due monthly.

d. City of Houston contribution in the approximate amount of $500.

II. Developer Fee

The Developer shall receive a Developer Fee of $5,195,518. The Developer Fee expected to be
available from capital sources (the “Cash Developer Fee”) which shall be paid as follows: (i) 20% at
closing; (ii) 40% less amount previously paid to date at the time of the Second Capital Contribution and
(ii) the balance from the Third and Fourth Capital Contributions, provided that DSC for the prior 12 month
period has achieved a 1.25X DSC.

You have represented that the amount of the Developer Fee does not exceed the amount permitted
to be paid by the tax credit issuing agency. Deferred developer fees estimated to be $2,281,881 shall be
paid from available cash flow as detailed in Section IV and shall not bear interest. Principal payments on
the deferred developer fees shall commence with the funding of the Third Capital Contribution. The
General Partner agrees to make a special capital contribution to the Partnership equal to any unpaid
balance of the deferred portion of the Developer Fee if such portion has not been fully paid within 14
years from the date of the payment of the Second Capital Contribution.
II. **Property Management Fee**

The General Partner may retain an affiliated entity to be the managing agent for the Property on commercially reasonable terms. The management agreement, to be approved by the Investor, shall have an initial term of 1 year and shall be renewable annually thereafter, shall provide for an annual management fee not to exceed 6% of gross effective income, and shall otherwise be on commercially reasonable terms (including a termination right by the General Partner in the event of fraud/gross negligence or material default by the Manager). If the managing agent is affiliated with the General Partner, the management agreement shall provide for a deferral of up to 100% of the management fee in the event that the property does not generate positive Cash Flow.

IV. **Cash Flow Distributions**

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

- **A.** to the payment of any Operating Deficit Loans, if any;
- **B.** to the replenishment of the Operating Reserve;
- **C.** 90% of the remaining Cash Flow to payment of Developer Fees, then the balance, if any, to the General Partner as a preferred return with an equivalent allocation of income; and
- **D.** the remainder to be split in accordance with Partnership interests.

V. **Sale or Refinancing Proceeds**

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

- **A.** Repayment of outstanding loans by the limited partners, if any;
- **B.** Payment of amounts due to the limited partners;
- **C.** Repayment of outstanding loans by the General Partner, including the Developer Fee (if not paid) and Operating Deficit loans; and
- **D.** 10% to the Investor and 90% to the General Partner.

VI. **Right of First Refusal / Option**

- **A.** **ROFR:** A qualified non-profit corporation designated by the General Partner shall have a right of first refusal as allowed under Section 42 of the Code, commencing upon the expiration of the tax credit compliance period and ending one year thereafter, to purchase the Property for the outstanding debt (including any amounts owed to the Investor) plus all exit taxes of the limited partners (the “Right of First Refusal Price”).
B. **Option**: The General Partner or its designated affiliate shall have a non-assignable option, for a period of one year subsequent to the expiration of the tax credit compliance period, to purchase the Property for the greater of (a) the fair market value of the Property (based on a bona-fide third party offer), and (b) Right of First Refusal Price.

**VII. General Partner Commitments**

A. **Low Income Housing Tax Credit Adjustment.** Our offer is based upon the assumption that the Partnership will qualify for and claim $650,000 of Tax Credits in 2021, the full amount of the Partnership’s Tax Credit allocation, $1,500,000, for Tax Credits for each year from 2022 through 2030, and $850,000 of Tax Credits in 2031.

1. **Adjustments during equity payment (construction and lease-up) period**

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

   b. **Timing Adjuster**
   
   Notwithstanding the preceding paragraph, in the event that the Final Certification specifies that, while the aggregate amount of Tax Credits allocable to the Partnership is unchanged, the amount of Tax Credits allocable to the Partnership in 2021/2022 is less than the amounts specified above for the corresponding years, the Second/Third/Fourth Capital Contributions will be reduced by $0.65 for each dollar by which such amount exceeds the actual amount of Tax Credits allocable to the Partnership for such period.

2. **Adjustments during compliance period**

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

   B. **Development Deficit Guarantee.** The General Partner shall be responsible for completion of the Property in a workmanlike manner, in accordance with approved plans and specifications, free and clear of all liens. To the extent that the costs of construction and
operations until the funding of the Third Capital Contribution exceed the amount of any funding by approved permanent third party lenders, any unpaid Developer Fees and the amount of the Investor’s capital commitment (adjusted as set forth above), the General Partner shall pay all such costs and expenses connected with development and construction of the Property, including all operating expenses of the Property until the funding of the Third Capital Contribution. The contractor will be required to post a P&P Bond or a letter of credit with terms acceptable to Hudson. An “owner’s” construction contingency in an amount equal to 5% of the construction costs will be required.

C. **Operating Deficit Guarantee.** The General Partner shall make interest free loans to the Partnership ( repayable from cash flow and/or sale and refinancing proceeds as described above) equal to any Operating Deficits (including the administration fee described in Section VIII below) incurred during the period beginning on the funding of the Third Capital Contribution through the duration of the Compliance Period, in an amount not to exceed 12 months of underwritten operating expenses and debt service in the aggregate, provided that the Operating Reserve has been replenished to its Minimum Balance.

The General Partner will also be obligated to fund an Operating Reserve in an amount equal to six months operating expenses and debt service at the time of the Third Capital Contribution. Any draws from the Operating Reserve shall be replenished from cash flow. Withdrawals of up to 50% of the Operating Reserve will be allowed prior to the expiration of the Operating Deficit Guaranty.

D. **Obligations of General Partner.** Immediately following the occurrence of any of the following events, the General Partner shall, at the option of the Investor, (x) admit the Special Limited Partner or its designee as the managing general partner of the Partnership and, at the option of the Investor, withdraw from the Partnership; or (y) repurchase the Investor’s interest in the Partnership: (i) an IRS Form 8609 is not issued with respect to each of the buildings in the Property in a timely manner after each such building has been placed in service; (ii) the Property is not fully placed in service by December 31, 2021; (iii) the permanent loan commitment is cancelled or substantially modified, and a suitable replacement loan (to be approved by the Investor) is not obtained or if the Property qualifies for a permanent loan not sufficient to balance the sources and uses of funds; (iv) permanent loan closing has not occurred by December 31, 2022; (v) the Partnership fails to meet the minimum set aside test (as defined in Section 42 of the Code) or fails to execute and record a Tax Credit Extended Use Commitment by the close of the first year of the Credit Period; (vi) the Partnership shall have been declared in default by any mortgage lender or under the tax credit allocation, or foreclosure proceedings have been commenced against the Property, and such default is not cured or such proceeding is not dismissed within 30 days; or (vii) there is a material violation of the Partnership Agreement by the General Partner or, if the property manager is an affiliate of the General Partner, a material violation of the management agreement by the manager which causes material adverse harm to the Investor, the Partnership or the Property.

If the Investor elects to have its interest repurchased by the General Partner, the repurchase price shall be equal to the sum of (i) 105% of the Total Equity, (ii) interest at Prime + 1%
on capital contributions made to date, and (iii) any tax liability incurred by the Investor as a result of such repurchase, less the amount of Total Equity which has not been contributed by the Investor at such time.

E. **Replacement Reserve.** Commencing with the month following Completion, the Partnership will make a minimum monthly replacement reserve deposit (the “Minimum Deposit”) equal to (on an annualized basis) the greater of (i) the amount required by the permanent lender and (ii) $250/unit. The amount of the Minimum Deposit shall be increased annually by a percentage (the “CPI Percentage”). If the sum of all lender-imposed monthly replacement reserve deposits is less than the Minimum Deposit, Investor will establish a separate account into which the General Partner will deposit the difference. Any interest earned on such account shall become a part thereof.

F. **Reporting.** The Partnership will be required to furnish Investor with (a) quarterly unaudited financial statements within 45 days after the end of each quarter of the fiscal year; (b) annual audited financial statements within 60 days after the end of each fiscal year; (c) an annual budget for each fiscal year of the Partnership, not later than November 1 of the preceding year; and (d) the Partnership’s tax returns and K-1 forms within 45 days after the end of each fiscal year. The penalty for any failure to deliver Partnership tax returns or K-1 forms prior to the specified deadline shall be (i) $50 per day for the first seven days after such deadline, (ii) $100 per day for the next seven days, and (iii) $150 per day thereafter, provided that the amount of such penalty shall not exceed $5,000 in any year.

VIII. **Fees to Affiliates of Hudson**

**Administrative Expense Reimbursement.** An affiliate of Hudson shall receive an annual administrative expense reimbursement from the Partnership in the amount of $7,500, which amount shall be increased annually by the CPI Percentage. Such fee shall commence in the year of funding of the Third Capital Contribution.

IX. **Representations, Warranties and Covenants**

The General Partner shall make certain representations and warranties as to the Partnership, the General Partner and the Property to be set forth in the Partnership Agreement. The payment of each Capital Contribution shall be conditioned upon certification by the General Partner as to the continued accuracy of these representations and warranties.

X. **Accountants**

The Accountants for the Partnership shall be CohnReznick Group, Novogradac & Co., or another firm approved by the Investor. The Accountants shall prepare tax and financial reports as set forth in the Partnership Agreement, and the Final Certification referred to in Section I.c. above.
XI. Investment Partnership Rights

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

XII. Insurance

At the closing, the General Partner shall provide for title insurance satisfactory to counsel to the Investor in an amount equal to the sum of all Capital Contributions, all mortgage loans and the amount of any Development Fee Note. Prior to the payment of any additional installment of the Capital Contribution, a “date down” of such policy shall be provided.

The General Partner shall provide for (i) liability (general and excess) insurance in an aggregate amount of at least $6,000,000 per occurrence increased biennially by the CPI Percentage; (ii) hazard insurance (including boiler and machinery coverage) and flood insurance (to the extent that the property is in a FEMA-designated flood hazard zone) in an amount of not less than the full replacement value of the Property; (iii) rental loss insurance for a period of 12 months after the date of loss; and (iv) law and ordinance coverage with no sublimit, including changes in law and ordinances enacted during the course of reconstruction. Builder's risk insurance shall be provided during construction. Architects shall submit evidence of errors and omissions coverage, in amounts reasonably satisfactory to the Investor. Workers compensation insurance shall be provided as to any entity with employees working at the Apartment Complex. All policies shall name the Investor as an additional insured and/or lender’s loss payee (where applicable) and shall otherwise be subject to Investor approval.

XIII. Indemnity Agreement

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

XIV. General Conditions

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

Hudson acknowledges the required closing date being on or before November 29, 2019.

XVI. **Conditions to Closing**

Hudson will perform, and will request the full cooperation of you and your professionals in, customary due diligence in connection with the acquisition of the Property and the Investor interest in the Partnership.

To facilitate the due diligence process, you agree to deliver to Hudson in a timely manner: (i) an appraisal; (ii) a Phase I environmental study of the Property site, prepared in accordance with ASTM standards, and any subsequent additional testing deemed necessary by Investor in its sole discretion; (iii) evidence that none of the buildings are located in the 100 year flood plain; (iv) evidence of the allocation/reservation of Tax Credits; (v) evidence of payment by the General Partner of any taxes imposed on the transfer of the limited Partnership interest in the Partnership; (vi) representation from a certified public accountant with regard to the tax credit basis being sufficient to support the allocated Tax Credits and the validity of depreciating real property over 30 years; (vii) evidence of the financial status of the Guarantor by way of current financial statements prepared in accordance with A.I.C.P.A. standards; (viii) evidence that the proforma rents are at least at a 10% discount to market rents; and (ix) such other materials as are reasonably required by Investor as part of its customary financial and legal due diligence review. Such items shall be prepared and furnished at your own expense. Your execution of this Letter of Intent will also be deemed consent to perform background checks on the principal(s) of the General Partner and Developer, as well as any individual Guarantor. At closing, Hudson shall be reimbursed up to $50,000 for its legal and due diligence related expenses. The General Partner understands that any consultant, engineering, environmental or other, selected for the project shall be acceptable to the lender and to the equity investor and that the Partnership shall bear the cost of fees associated with pre-construction feasibility studies, structural analysis, and monthly inspections. In the event this Letter of Intent is terminated or the transaction does not close, Hudson shall be reimbursed for its legal and due diligence expenses incurred to date.

Additionally, approval of this transaction is subject to Investor’s satisfactory completion of due diligence and Investment Committee approval in its sole and absolute discretion. Specifically, the Tax Credit Ratio and Total Capital Contribution identified in Section I are based on current market conditions. Any change in such market conditions, including but not limited to, changes related to expectations of higher interest rates or tax reform, shall cause the Investor, in its sole discretion, to modify the Tax Credit Ratio.

By executing this proposal and in consideration of the substantial expenses to be incurred by Hudson and its affiliates in legal and accounting fees and for due diligence, you agree that you and your affiliates will not offer any interest in the Property to any other party unless this Letter of Intent is terminated by mutual consent or unless you are notified that, pursuant to its due diligence, the Investor will not complete its investment in the Partnership, which notification shall be given not later than 45 days from our receipt of this Letter of Intent executed by you, subject to extension in the event of any delay on your part in furnishing the requested due diligence materials.
If the above proposal is acceptable, please indicate your acceptance by executing two copies of this Letter of Intent and returning one to Hudson at the above address. We look forward to working with you.

Sincerely,

Hudson Housing Capital LLC

By: ______________________
   Joshua Lappen
   Vice President

Cc: Sam Ganeshan, Hudson Housing Capital, LLC

ACCEPTED AND AGREED TO
THIS _____ DAY OF _______, ____

By: ______________________
1. **Site Acreage**

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.95</td>
<td>1.95</td>
<td>N/A</td>
<td>1.95</td>
</tr>
</tbody>
</table>

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

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

2. **Site Control [10 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>Q&amp;L 2222 Pierce, LLC and Texas LLC</td>
<td>Weidong Xue</td>
</tr>
<tr>
<td>11610 Royal Oaks GN</td>
<td></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>Houston</td>
<td>TX</td>
<td>77082</td>
<td>11/4/2013</td>
<td></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: No

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? No

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q&amp;L 2222 Pierce, LLC and Texas LLC</td>
<td>None</td>
</tr>
</tbody>
</table>

Site Control is in the form of:

<table>
<thead>
<tr>
<th>X</th>
<th>Contract for sale.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).</td>
</tr>
<tr>
<td></td>
<td>Recorded Warranty Deed with corresponding executed closing/settlement statement.</td>
</tr>
<tr>
<td></td>
<td>Contract for lease.</td>
</tr>
<tr>
<td></td>
<td>Expiration of Contract or Option: 3/1/2020</td>
</tr>
<tr>
<td></td>
<td>Anticipated Closing Date: 3/1/2020</td>
</tr>
<tr>
<td></td>
<td>Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).</td>
</tr>
<tr>
<td></td>
<td>The Property has the following encumbrance(s):</td>
</tr>
</tbody>
</table>
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:

   - Evidence of an easement, leasehold, or similar documented access; and
   - 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:**

2/28/2019
Support Documentation from Site Information Part III Should be Included Behind this Tab.

Site Control Documentation

- [ ] If recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).
- [ ] If Identity of Interest, includes documentation described in 10 TAC §11.302(e)(1)(B)(ii), as applicable.
- [ ] 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).
- [x] Title Commitment or Policy

Ingress/Egress and Easements

- [ ] Documentation required by 10 TAC §11.204(10)(D) is included, as applicable.

Increase in Eligible Basis (30% Boost)

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

List of Opportunity Zones can be found at:

https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx
Effective Date of Contract: January 8, 2019
Closing Date: March 1, 2020
(Inclusive of Extensions)
AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

2222 Pierce, Houston, TX 77003

Effective February 13, 2019, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

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

Cash portion payable by Buyer at closing .............................................. $ ______________

Sum of all financing described in the contract .................................. $ ______________

Sales price (sum of cash portion and sum of all financing) ............... $ ______________

☐ B. Property Description: The Property's legal description in Paragraph 2A of the contract is changed to the legal description described on the attached Exhibit _______ or as follows:

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

(TAR-1932) 4-1-18

Initialed for Identification by Seller: __________ and Buyer: __________
Amendment to Commercial Contract concerning 2222 Pierce, Houston, TX 77003

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

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

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

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

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

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

□ H. Counterparts: If this amendment is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

□ I. Other Modifications:

Provision #5 shall be added to the Commercial Contract Special Provisions Addendum as follows: The Feasibility Period ends on 7/31/19 unless otherwise extended.

Provision #6 shall be added to the Commercial Contract Special Provisions Addendum as follows: Buyer shall be granted the option to extend feasibility period for one additional six month period by giving Seller notice of Buyer's intention to extend feasibility and by depositing $5,000.00 additional earnest money with the title company, which amount shall be credited to the sale price at closing. If Buyer terminates, the earnest money will be refunded to Buyer less $5,000.

Seller: Q&L 2222, L.L.C.

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

Buyer: ITEX Acquisitions, L.L.C.

By: ____________________________
By (signature): ____________________________
Printed Name: ____________________________
Title: ____________________________
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:** Q & L 2222 Pierce, L.L.C., Texas L.L.C.

- Address: 11610 Royal Oaks GN, Houston, TX 77082
- Phone: __________
- E-mail: ___________________
- Fax: __________
- Other: ___________________

**Buyer:** ITEX Acquisitions, L.L.C., a Texas L.L.C.

- Address: 9 Greenway Plaza, Suite 1250, Houston, TX 77046
- Phone: (713)963-8660
- E-mail: bobken.simonians@itexgrp.com
- Fax: __________
- Other: ___________________

2. PROPERTY:

A. "Property" means that real property situated in Harris County, Texas at 2222 Pierce, Houston, TX 77003 (address) and that is legally described on the attached Exhibit A or as follows:

- Two parcels totaling approximately 1.95 acres (84,942 sf).
  - Parcel 1 comprised of Lots 1 thru 12, Block 410 SSBB a/k/a 2222 Pierce St.
  - Parcel 2 comprised of Lots 3, 4 & 12 Tracts 5 & 11, Block 411 SSBB a/k/a 00 Hutchins St.

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

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

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

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

3. SALES PRICE:

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

1. Cash portion payable by Buyer at closing: $5,500,000.00
2. Sum of all financing described in Paragraph 4: $ See Special Provisions
3. Sales price (sum of 3A(1) and 3A(2)): $5,500,000.00
Commercial Contract - Unimproved Property concerning

2222 Pierce, Houston, TX 77003

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

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

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

(a) The sales price is calculated on the basis of $__________ per:

☐ (i) square foot of total area □ net area,
☐ (ii) acre of total area □ net area.

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

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

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

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

X A. Third Party Financing: One or more third party loans in the total amount of $ see Special Provisions. This contract:

☐ (1) is not contingent upon Buyer obtaining third party financing.

X (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

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

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

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ 10,000.00 as earnest money with Texas Regional Title 409-861-7300 (title company) at 7575 Folsom, Bldg 100, Beaumont, TX 77706 (address) Molley Mallet (closer).

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

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

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

(ii) Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

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6. TITLE POLICY AND SURVEY:

A. Title Policy:

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

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

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

B. Survey: Within 10 days after the effective date:

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

(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS 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 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 20 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 other party will reimburse the updating party (insert 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 10 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 liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If 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 68(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: Property will be sold in "as is" and "where is" condition.

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

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

[X] (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ see Special Provisions 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 $ 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 days by depositing additional earnest money in the amount of $See Special Provisions 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.

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

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(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 not pay in full on or before closing;
      □ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
      □ (d) copies property tax statements for the Property for the previous 2 calendar years;
      □ (e) plats of the Property;
      □ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
      □ (g) copy of the previous title policy

   (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 70(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 70(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 70(2) survives termination of this contract.

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

8. LEASES:
   A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller
must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
(1) any failure by Seller to comply with Seller's obligations under the leases;
(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(3) any advance sums paid by a tenant under any lease;
(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

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

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Jin Li Zhao
Agent: Jin Li Zhao
Address: Westwood CPM Real Estate
6100 Corporate Dr., Ste 310, Houston, TX
Phone & Fax: (832) 878-8698
E-mail: zhaollinli@yahoo.com
License No.: ____________

Cooperating Broker: Colliers International Houston, Inc.
Agent: Kelly Hutchinson
Address: 1233 W Loop S., Suite 900
Houston, TX 77027
Phone & Fax: (713) 830-2146
E-mail: kelly.hutchinson@colliers.com
License No.: 29114

Principal Broker: (Check only one box)
X represents Seller only.
 represents Buyer only.

B. Fees: (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

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

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

Principal Broker a total cash fee of: X 3.000 % of the sales price.

Cooperating Broker a total cash fee of: X 3.000 % of the sales price.

The cash fees will be paid in Harris County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.
NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

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

10. CLOSING:
A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) [ ] days after the expiration of the feasibility period.
   (2) X on or before 30 days from the expiration of the Feasibility Period
   (specific date).
B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
C. At closing, Seller will execute and deliver, at Seller's expense, a \( \square \) general \( \square \) special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
   (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
   (2) without any assumed loans in default; and
   (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
   (1) tax statements showing no delinquent taxes on the Property;
   (2) an assignment of all leases to or on the Property;
   (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
   (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply 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.
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 attached Commercial Contract Special Provisions Addendum.

13. SALES EXPENSES:

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

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

14. PRORATIONS:

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

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

15. DEFAULT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. ESCROW:

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

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

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

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

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay before you can receive service."
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 or the license holder's spouse, parent or child 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 8, 2019, the offer will lapse and become null and void.
READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Q&L 2222 Pierce, L.L.C., Texas L.L.C.

By: 
By (signature): 
Printed Name: Weidong Xue 
Title: president 

Buyer: ITEX Acquisitions, L.L.C., a Texas L.L.C.

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

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

(TAR-1802) 4-1-18
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 98(1) is effective)

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

- $____________, or
- __________% of the sales price, or
- __________% of the Principal Broker’s fee.

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

Principal Broker: ____________________________

Cooperating Broker: ____________________________

By: ____________________________

By: ____________________________

ATTORNEYS

Seller’s attorney: ____________________________

Buyer’s attorney: ____________________________

Address: ____________________________

Address: ____________________________

Phone & Fax: ____________________________

Phone & Fax: ____________________________

E-mail: ____________________________

E-mail: ____________________________

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

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

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

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

ESCROW RECEIPT

The title company acknowledges receipt of:
- X the contract on this day January 8, 2019 (effective date),
- X earnest money in the amount of $10,000.00 in the form of check #4055 on January 9, 2019.

Title company: Texas Regional Title, LLC

Address: 7675 Folsom Drive, Building 100

Beaumont, TX 77706

Phone & Fax: 409-861-7333; 409-861-7373

E-mail: molly.mallet@texasregional.com

Assignee file number (GPR#): 25357-MM

(TAR-1802) 4-1-18

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COMMERCIAL CONTRACT SPECIAL PROVISIONS ADDENDUM

ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT:

2222 Pierce, Houston, TX 77003

The following special provisions apply and will control in the event of a conflict with the other provisions of the contract:

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

2. This sale will be contract contingent upon:
   a) Buyer’s receipt of allocation of Housing Tax Credits from TDHCA.
   b) Buyer obtaining electricity, water and wastewater services in the capacities required for Buyer’s intended use of the Property for multi family housing apartments.
   c) the Property being clear of any potential or existing environmental contamination liabilities.
   d) the Property being free and clear of all liens and encumbrances, if any.

3. Buyer may terminate this Contract for any reason before 4/1/2019 by providing Seller written notice of termination. If Buyer terminates, the Earnest Money will be refunded to Buyer less $500.00 that Seller will retain as independent consideration for Buyer’s unrestricted right to terminate.

4. Buyer may terminate this Contract for any reason before 8/1/2019 by providing Seller written notice of termination. If Buyer terminates, the Earnest Money will be refunded to Buyer less $5,000.00.

Seller: Q&L 2222, L.L.C.

By: ____________________________
   By (signature): _____________
   Printed Name: Weidong Xue
   Title: President

Buyer: ITEX Acquisitions, L.L.C.

By: ____________________________
   By (signature): _____________
   Printed Name: ________________
   Title: _______________________
ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING
THE PROPERTY AT

2222 Pierce, Houston, TX 77003

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

[ ] A. THIRD PARTY FINANCING:

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

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

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

[ ] B. ASSUMPTION:

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

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

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

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

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

(TAR-1931) 1-26-10

Initiated for Identification by Seller: X

and Buyer: C

Phone: 713-630-3146
Fax: 713-986-4403

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

C. SELLER FINANCING:

(1) At closing, Buyer will execute and deliver a promissory note (the note) from Buyer to Seller in the amount of $ __________, bearing _______% interest per annum. Matured, unpaid amounts will bear interest at the maximum rate of interest allowed by law.

(2) The note will be payable as follows:

   (a) In one payment, due ______________________ at the date of the note, with interest payable: (i) monthly (ii) ______________________.

   (b) In installments of $ __________ including interest plus interest beginning ______________________ after the date of the note and continuing at ______ monthly ______ intervals thereafter for ______ when the entire balance of the note will be due and payable.

   (c) Interest only in monthly ______ installments for the first ______ years and thereafter in installments of $ __________ including interest plus interest beginning ______________________ after the date of the note and continuing at ______ monthly ______ intervals thereafter for ______ when the entire balance of the note will be due and payable.

(3) The note will be secured by vendor's and deed of trust liens and an assignment of leases payable at the place designated by Seller.

(4) The note will provide that if Buyer fails to timely pay an installment within 10 days after the installment is due, Buyer will pay a late fee equal to 5% of the installment not paid.

(5) The note will not provide for liability (personal or corporate) against the maker in the event of default.

(6) The note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing and interest will immediately cease on the prepaid principal.

(7) The lien securing payment of the note will be inferior to any lien securing any superior note described in this addendum. If an owner's policy of title insurance is furnished, Buyer, at Buyer's expense, will furnish Seller with a mortgagee title policy in the amount of the note at closing.

(8) If all or any part of the Property is sold or conveyed without Seller's prior written consent, Seller, at Seller's option, may declare the outstanding principal balance of the note, plus accrued interest, immediately due and payable. Any of the following is not a sale or conveyance of the Property:

   (a) the creation of a subordinate lien;
   (b) a sale under a subordinate lien;
   (c) a deed under threat or order of condemnation;
   (d) a conveyance solely between the parties; or
   (e) the passage of title by reason of death of a maker or operation of law.
Commercial Contract Financing Addendum concerning 2222 Pierce, Houston, TX 77003

(9) **Deposits for Taxes and Insurance**: Together with the principal and interest installments, Buyer will not deposit with Seller a pro rata part of the estimated annual ad valorem taxes on the Property and a pro rata part of the estimated annual insurance premiums for the improvements on the Property.

(a) If Buyer deposits taxes and insurance deposits with Seller, Buyer agrees that the taxes and insurance deposits are only estimates and may be insufficient to pay total taxes and insurance premiums. Buyer agrees to pay any deficiency within 30 days after Seller notifies Buyer of any deficiency. Buyer's failure to pay the deficiency is a default under the deed of trust.

(b) If any superior lien holder on the Property collects payments for taxes and insurance, any requirement to deposit taxes and insurance deposits with Seller under this addendum is inoperative so long as payments are being made to the superior lien holder.

(10) Any event that constitutes a default under any superior lien constitutes a default under the deed of trust securing the note.

(11) The note will include a provision for reasonable attorney's fees for any collection action.

(12) Unless the parties agree otherwise, the form of the note and loan documents will be as found in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

**D. CREDIT APPROVAL ON ASSUMPTION OR SELLER FINANCING:**

(1) To establish Buyer's creditworthiness for assumption approval or seller financing, Buyer will deliver to Seller the following information (Buyer's documentation) within _____ days after the effective date of the contract:

- (a) verification of employment, including salary;
- (b) verification of funds on deposit in financial institutions;
- (c) current financial statement;
- (d) credit report;
- (e) tax returns for the following years ____________________
- (f) ____________________

(2) If Buyer does not timely deliver Buyer's documentation or Seller determines, in Seller's sole discretion, that Buyer's creditworthiness is not acceptable, Seller may terminate the contract by giving written notice to Buyer not later than _____ days after the date Buyer must deliver Buyer's documentation under Paragraph D(1) and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Seller does not timely terminate the contract under this paragraph, Seller will be deemed to have accepted Buyer's credit.

**E. SPECIAL PROVISIONS:**

[TAR-1031] 1-26-10 Initiated for Identification by Seller: XWP, and Buyer: [lw], _______
Commercial Contract Financing Addendum concerning 2222 Pierce, Houston, TX 77003

Seller: Q&L 2222, L.L.C.

By: [Signature]

By (signature): [Signature]

Printed Name: [Printed Name]

Title: [Title]

Buyer: ITEX Acquisitions, L.L.C.

By: [Signature]

By (signature): [Signature]

Printed Name: [Printed Name]

Title: [Title]

By: [Signature]

By (signature): [Signature]

Printed Name: [Printed Name]

Title: [Title]
Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:
- A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):
- Must treat all parties to a real estate transaction honestly and fairly.
- Must inform the client of any material information about the property or transaction known by the agent, including information disclosed to the agent by the owner or subagent by the buyer or buyer's agent.
- Must place the interests of the client above all others, including the broker's own interests.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:
- Must treat all parties to the transaction impartially and fairly;
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the written asking price;
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:
- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Colliers International Houston, Inc
Licensed Broker /Broker Firm Name or Primary Assumed Business Name
Gary Mabray
Designated Broker of Firm
Patrick Duffy, WCR
Licensed Supervisor of Sales Agent/Associate
Kelly Hutchinson
Sales Agent/Associate’s Name
Buyer/Tenant/Seller/Landlord Initials

Regulated by the Texas Real Estate Commission
TAR-2501
Information available at www.trec.texas.gov

Kelly Hutchenson
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10070 Fisher Mile Road, Frisco, Michigan 49030
www.zipLogix.com

11/2/2015

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

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

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

First American Title Guaranty Company

Christopher M. Leavell
President

Jeffrey S. Robinson
Secretary

By:  

This jacket was created electronically and constitutes an original document

(This Commitment is valid only when Schedules A, B, C, and D are attached)
Effective Date: December 31, 2018 at 08:00 AM
Commitment Number: ORIGINAL, issued January 28, 2019 at 04:00-PM

1. The policy or policies to be issued are:
   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: $5,500,000.00
      PROPOSED INSURED:
      Houston 2222 Pierce Housing, LP, a Texas limited partnership
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      – ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:
      PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      PROPOSED INSURED:
      (To be determined), and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.
      Proposed Borrower:
      Houston 2222 Pierce Housing, LP, a Texas limited partnership
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Binder Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   g. OTHER
      Policy Amount:
      PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:
   Q & L 2222 Pierce, LLC, a Texas limited liability company

4. Legal description of land:
   TRACT I:

   A FIELD NOTE DESCRIPTION OF A TRACT OF LAND LOCATED IN HARRIS COUNTY, TEXAS, BEING LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 OF BLOCK 410 (ALL OF BLOCK 410) OF SOUTH SIDE BUFFALO BAYOU, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


   THENCE, SOUTH 57 DEGREES 07 MINUTES 46 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 250.00 FEET TO A P.K. NAIL SET ON THE INTERSECTION OF SAID SOUTH LINE AND THE WEST RIGHT-OF-WAY LINE OF BASTROP STREET (80-FOOT R.O.W.);

   THENCE, SOUTH 32 DEGREES 52 MINUTES 14 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF
250.00 FEET TO A P.K. NAIL SET ON THE INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY LINE OF GRAY STREET (80-FOOT R.O.W.);

THENCE, NORTH 57 DEGREES 07 MINUTES 46 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 250.00 FEET TO A SET P.K. NAIL AT THE INTERSECTION OF THE SAID NORTH LINE AND THE SAID EAST LINE OF HUTCHINS STREET;

THENCE NORTH 32 DEGREES 52 MINUTES 14 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.4348 ACRES, MORE OR LESS.

TRACT II:

A FIELDNOTE DESCRIPTION OF A TRACT OF LAND LOCATED IN HARRIS COUNTY, TEXAS, BEING LOTS 3, 4 AND 12 AND PART OF LOT 5, AND LOT 11, OF BLOCK 411 OF SOUTH SIDE BUFFALO BAYOU, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND ½ INCH IRON ROD AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 45 (R.O.W. VARIES) AND THE WEST RIGHT-OF-WAY LINE OF HUTCHINS STREET (80-FOOT R.O.W.);

THENCE, SOUTH 32 DEGREES 52 MINUTES 14 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 140.00 FEET TO A POINT FOR CORNER FROM WHICH A FOUND ¾ INCH IRON PIPE BEARS SOUTH 38 DEGREES 22 MINUTES EAST 0.42 FEET;

THENCE, NORTH 57 DEGREES 07 MINUTES 46 SECONDS WEST, ALONG THE COMMON LINE OF LOT 2 AND SAID LOT 3, A DISTANCE OF 100.00 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

THENCE, SOUTH 32 DEGREES 52 MINUTES 14 SECONDS WEST, ALONG THE COMMON LINE OF SAID LOT 2 AND LOT 1 WITH SAID LOT 12 A DISTANCE OF 100.00 FEET TO A SET 5/8 INCH IRON ROD FOR CORNER ON NORTH RIGHT-OF-WAY LINE GRAY STREET (80-FOOT R.O.W.);

THENCE, NORTH 57 DEGREES 07 MINUTES 46 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 50.00 FEET TO A SET 5/8 INCH IRON ROD FOR CORNER;

THENCE, NORTH 32 DEGREES 52 MINUTES 14 SECONDS EAST, ALONG THE COMMON LINES OF SAID LOT 11 AND LOT 12, WITH LOTS 6, 7, 8, AND 9 A DISTANCE OF 183.01 FEET TO A SET 5/8 INCH IRON ROD FOR CORNER ON THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 45;

THENCE, SOUTH 83 DEGREES 13 MINUTES 24 SECONDS EAST, A DISTANCE OF 55.68 FEET TO A FOUND TX DOT MONUMENT FOR AN ANGLE POINT;

THENCE, SOUTH 78 DEGREES 56 MINUTES 07 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 87.50 FEET TO A FOUND 5/8 INCH IRON ROD FOR AN ANGLE POINT;

THENCE, SOUTH 57 DEGREES 07 MINUTES 46 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 18.76 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.5152 ACRES, MORE OR LESS.

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.
In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements.

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

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

5. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2019 and subsequent years.")

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

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

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

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

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
   a. Rights of Parties in Possession. (Owner's Policy Only)
   b. Terms, conditions, and stipulations in Ground Lease Agreement, executed by and between F & S Enterprises, Inc., a Texas Corporation and Saul Gerber recorded May 16, 1967 in Volume 2046, Page 103 of the Contract Records of Harris County, Texas. (Affects Lots 4 through 10 and the adjoining Northeast 100 Feet of Lot 11, Block 410)
c. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.

d. 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.

e. Terms, conditions and stipulations contained in Ordinance No. 60-1620, pertaining to the determining the necessity for the establishing of building lines for Interstate Highway No. 45, as set out in instrument recorded in Volume 4184, Page 510, Deed Records, Harris County, Texas.

f. The subject property is located within City of Houston or within its extra territorial jurisdiction (within 5 miles of the city limits but outside another municipality) it is subject to the terms, conditions and provision of City of Houston Ordinance No. 85-1878, pertaining to among other things, the platting and replatting of real property and to the establishment of building lines (25 feet of major thoroughfares and 10 feet along other streets). A certified copy of said ordinance was filed for record on August 01, 1991 under County Clerk’s File No. N253886, Official Public Records, Harris County, Texas.

g. Subject property abuts a non-access or a limited-access road, highway or freeway. This Company does not insure the right of ingress and egress to and from said road, highway or freeway, and assumes no liability in connection therewith.
Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

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

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

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

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

5. Requirement is made that the proposed owner execute a satisfactory Waiver of Inspection and upon execution of said waiver, that an exception to "Rights of Parties in Possession" be placed in Schedule B of the proposed Owner's Policy; in the alternative, should the proposed owner decline to execute said waiver, then requirement is made that an on-ground inspection be made of the subject property and that pursuant to such inspection, should possession by parties other than the proposed owner be apparent, then exception be made in Schedule B of the proposed Owner's Policy to the rights of any and all such parties.

6. For informational purposes, if the undersigned is furnished with a satisfactory current survey of the subject property and said survey reveals no encroachments, overlaps, and/or similar items, then Item No. 2 of Schedule B of the proposed Loan Policy may be amended to read: "Shortages in Area"; upon payment of the additional premium as promulgated by the Texas Department of Insurance, the same amendment may be made to Item No. 2 of Schedule B of the proposed Owner's Policy.

7. Upon being furnished satisfactory evidence that taxes, standby fees and assessments by any taxing authority for the year 2018 and prior years have been paid or will be paid at the proposed closing, and upon payment of the additional premium as promulgated by the Texas Department of Insurance, Item No. 3 of Schedule B of the proposed Loan Policy (See Item 5 of Schedule B of this Commitment) may be amended by adding the following sentence after the standard tax exception: "Company insures that standby fees, taxes and assessments by any taxing authority for the year 2019 are not yet due and payable".

8. Upon being furnished satisfactory evidence that the subject property is not subject to "rollback" taxes or assessments by any taxing authority, and upon payment of the additional premium as promulgated by The Texas Department of Insurance, Item No. 3 of Schedule B of the proposed Loan Policy (See Item 5 of Schedule B of this Commitment) may be amended by deleting the words "and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership."

9. Deed of Trust Lien, dated March 14, 2014, filed March 19, 2014, under County Clerk's File No. 20140109849, Official Public Records of Harris County, Texas; executed by Q & L 2222 Pierce, LLC, a Texas limited liability company to Ted Wu, Trustee for the benefit of Kenneth Yang and Ann Cheng, given to secure the payment of one certain promissory note for the sum of $850,000.00. Assignment of Leases and Rents, dated March 14, 2014, filed March 19, 2014, under County Clerk's File No. 20140109850, of the Official Public records Harris County, Texas.

11. Deed of Trust Lien, dated November 15, 2017, filed November 20, 2017, under County Clerk’s File No. RP-2017-508898, Official Public Records of Harris County, Texas; executed by Q & L 2222 Pierce, LLC, a Texas Limited Liability Company to Joe Wang, Trustee for the benefit of New Sharp Solution, Inc., given to secure the payment of one certain promissory note for the sum of $150,000.00.

12. Notice of Hearing by City of Houston, dated February 14, 2007, filed February 20, 2007, under County Clerk’s File No. 20070106017, of the Official Public Records, Harris County, Texas. (As to Tract I)

13. Notice of Hearing by City of Houston, dated August 19, 2009, filed August 21, 2009, under County Clerk’s File No. 20090381279, of the Official Public Records, Harris County, Texas. (As to Tract I)

14. Building and Standards Commission Order by City of Houston, dated March 07, 2007, filed March 26, 2007, under County Clerk’s File No. 20070179477, of the Official Public Records, Harris County, Texas. (As to Tract I)

15. Building and Standards Commission Order by City of Houston, in the amount of $4,000.00, dated September 2, 2009, filed September 4, 2009, under County Clerk’s File No. 20090405779, of the Official Public Records, Harris County, Texas. (As to Tract I)

16. Statement and Notice of Lien for Work or Improvements by the City of Houston, in the amount of $1,328.45, dated February 1, 2011, filed February 2, 2011, under County Clerk’s File No. 20110046969, of the Official Public records, of Harris County, Texas. (As to Tract II)

17. Statement and Notice of Lien for Work or Improvements by the City of Houston, in the amount of $419.54, dated January 23, 2013, filed January 24, 2013, under County Clerk’s File No. 20130034444, of the Official Public records, of Harris County, Texas. (As to Tract II)

18. Statement and Notice of Lien for Work or Improvements by the City of Houston, in the amount of $1,247.16, dated May 20, 2014, filed May 22, 2014, under County Clerk’s File No. 20140216811, of the Official Public records, of Harris County, Texas. (As to Tract II)

19. The Deed recorded in County Clerk’s File No. 20130559453 of the Official Public Records of Harris County, Texas is defective or erroneous because the Legal Description has missing and/or incorrect calls and bearings. Company requires correction and re-recording of the deed. The Company may then make additional requirements and/or exceptions. (As to Tract II)

20. Furnish a Category 1A survey of the property to be prepared by a Registered Public Surveyor acceptable to this Company. When same is submitted to the Title Department for inspection and approval, additional exceptions and/or requirements may be added.

21. We must be provided with, and reserve the right to amend this commitment upon our review of:
   a. satisfactory verification from the Secretary of State and the Comptroller of Public Accounts that Q & L 2222 Pierce, LLC and Houston 2222 Pierce Housing, LP are duly authorized companies in good standing; and
   b. a copy of all organizational documents in order to determine who has authority to execute the documents involved in the proposed transaction.

22. Texas Regional Title, LLC, will follow all of the Rules and Regulations of the Texas Department of Insurance in disbursing any funds provided by the Insured shown on Schedule A of this Commitment. Good funds, as defined in Procedural Rule P-27, shall be in possession of the title company prior to any disbursements.
Commitment for Title Insurance (T-7)

First American Title Guaranty Company

Schedule D

File No.: 25357-MM

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance:

UNDERWRITER: First American Title Guaranty Company, a Texas Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Guaranty Company is a wholly owned subsidiary of First American Title Insurance Company, a Nebraska Corporation.

Directors: Dennis J. Gilmore, Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton

Officers: President: Christopher M. Leavell; Vice President, Secretary: Jeffrey S. Robinson; and Vice President, Treasurer: H. Matthew McCreadie

AGENT: Texas Regional Title, LLC, a Texas limited liability company

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent: Ken Nelson Whitlow and Molly Laird Mallet

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent:

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

If the Title Insurance Agent is a corporation, the following is a list of its officers: President: Ken N. Whitlow; Executive Vice President: Molly L. Mallet; Vice Presidents: Vicki L. Robison and Juliana Stringer

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$25,981.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Total</td>
<td>$25,981.00</td>
</tr>
</tbody>
</table>

Of this total amount $ ______________________________________ or 15% (complete only one) will be paid to the policy issuing Title Insurance Company; $ ______________________________________ or 85% (complete only one) will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>$750.00</td>
<td>First American Title Insurance Company</td>
<td>Title Evidence</td>
</tr>
<tr>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

** The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.**

(This Schedule D is valid only when cover, Schedule A, B, and C are attached)
Arbitration is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator’s award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company. The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."
Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

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

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

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

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

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the “area and boundary” exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner’s Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company’s other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the “area and boundary” exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to “rights of parties in possession.” If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

**CONDITIONS AND STIPULATIONS**

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

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
IMPORTANT NOTICE
To obtain information or make a complaint:
You may call First American Title Guaranty Company's toll-free telephone number for information or to make a complaint at:
1-888-632-1642
You may also write to First American Title Guaranty Company at:
1 First American Way
Santa Ana, California 92707
You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:
1-800-252-3439
You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

AVISO IMPORTANTE
Para obtener información o para someter una queja:
Usted puede llamar al número de teléfono gratis de First American Title Guaranty Company's para información o para someter una queja al:
1-888-632-1642
Usted también puede escribir a First American Title Guaranty Company:
1 First American Way
Santa Ana, California 92707
Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:
1-800-252-3439
Puede escribir al Departamento de Seguros de Texas:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact First American Title Guaranty Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Guaranty Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.
Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies.

Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit FirstAmerican.com or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to train you at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process your order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American’s Web sites may make use of “cookies” technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAmerican.com stores cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness: We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record: We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use: We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy: We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information.

When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education: We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security: We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.
TEXAS REGIONAL TITLE, LLC
PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Texas Regional Title, LLC.

We may collect nonpublic personal information about you from the following sources:

• Information we receive from you such as on applications or other forms.
• Information about your transactions we secure from our files, or from our affiliates or others.
• Information we receive from a consumer reporting agency.
• Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or whom we have joint marketing agreements:

• Financial service providers such as companies engaging in banking, consumer finance, securities and insurance.
• Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.
Census Tract Map for Houston 2222 Pierce Housing, LP

2222 Pierce Street, Houston, Texas 77003, Harris County

Census Tract: 48201312300

2222 Pierce (TDHCA # 19299)
This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.). **Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.**

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Street Address**

<table>
<thead>
<tr>
<th></th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
</tr>
<tr>
<td>Only list if owner has owned &lt;36 mos.</td>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
</tbody>
</table>

**Seller Address**

<table>
<thead>
<tr>
<th></th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

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

Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?

If yes above, describe relationship:

**Contract includes more than one tract/lot. Address, legal description, and acreage are below.**

<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
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<td>b.</td>
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<tr>
<td>c.</td>
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<tr>
<td>c.</td>
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</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 2/28/2019
Elected Officials

☐ 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

** While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.

State Senator

Support Letter

City Mayor

School Superintendent

Presiding officer of Board of Trustees

Diana Davila

4402 W. 18th Street

Address

City

Email

District Name

Email

77092

Zip

While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.

2/28/2019
# Neighborhood Organizations

- 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>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>Zip</td>
<td>Phone</td>
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<tr>
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<tr>
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<td></td>
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</tbody>
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<th>Contact Name</th>
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<td>City</td>
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<tr>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td>Fax or Email</td>
<td></td>
</tr>
</tbody>
</table>

2/28/2019
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).

Part 2. [ ] Notifications - Form and Content:

[ ] I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

[ ] I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.

[ ] I (we) certify that the notifications or any other communications do not contain any statement that violates Department rules, statute, code, or federal requirements.

[ ] I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with 10 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;
- All elected members of the Governing Body of any municipality containing the Development;
- Presiding officer of the Governing Body of the county containing the Development;
- All elected members of the Governing Body of the county containing the Development;
- State senator of the district containing the Development; and
- State representative of the district containing the Development.

[ ] While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. [ ] 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

2/28/2019
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By:

Signature of Applicant/Development Owner

Christopher A. Akbari
Printed Name

Texas
Notary Public, State of

Harris
County of

1, 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 25th day of February, 2019

[Notary Public Signature]

[Certificate Seal]
# Development Narrative

## 1. The proposed Development is: *(Check all that apply)*

<table>
<thead>
<tr>
<th>New Construction</th>
<th>and/or:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(adaptive reuse select New Construction here and adaptive reuse in next box)</td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Definition of “Adaptive Reuse” has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.

<table>
<thead>
<tr>
<th>Previous TDHCA #</th>
<th>If Acquisition/Rehab or Rehab, original construction year:</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If Reconstruction,</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Units Demolished</td>
<td>Units Reconstructed</td>
</tr>
</tbody>
</table>

## 2. The Target Population will be:

### General

- [ ] 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):

## 3. Staff Determinations regarding definitions of development activity obtained?

- [ ] 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 violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.
- [ ] The Development does 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.

2222 Pierce is a family development located on 1.95 acres (two contiguous parcels) in Houston’s urban core, and within the historic Third Ward Complete Communities area. The development will have 166 units with 1-, 2-, and 3-bedroom units. The development will be financed in part with City of Houston CDBG Disaster Recovery funds.

If a revised form is submitted, date of submission: ___________
5. **Funding Request:**
   Complete the table below to describe this Application's funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>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. **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>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-Risk</td>
<td>Nonprofit</td>
</tr>
<tr>
<td>USDA</td>
<td>CHDO</td>
</tr>
<tr>
<td></td>
<td>SH/SR</td>
</tr>
<tr>
<td>Preservation</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: and TDHCA funding source: 
   Has this site/activity previously received non-TDHCA federal funding? No
   If yes, source: 
   Will this site/activity receive non-TDHCA federal funding for costs described in this Application? 

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.
   - [x] At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.
   - [ ] Applicant elects to use the Average Income for the Development.

   If a revised form is submitted, date of submission: 2/28/2019
1. Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]

![Table with # of Units and Points](#)

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:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>500</td>
<td>600</td>
<td>800</td>
<td>1,000</td>
<td>1,200</td>
</tr>
</tbody>
</table>

OR:

- 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 will meet all specifications and accessibility requirements reflected in 10 TAC Chapter 1, Subchapter B, §1.207.

![Yes](#)

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)]

- Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; Points claimed: 6
- OR meets the minimum size requirements below:
  - Bedroom Size: 0 1 2 3 4
  - Square Footage: 550 650 850 1,050 1,250

- 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)(B).

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 50% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI*
  - Direct Loan Points: 0
- At least 5 percent of all low-income Units at 30% or less of AMGI*
  - Direct Loan Points: 0

- In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.

- Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those 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.
  - Total Number of Units at 50% or less of AMGI: 44
  - Number of 30% Units used to score points under §11.9(c)(2)*: 9
  - Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1): 35
  - Percentage used for calculation of eligible points under §11.9(c)(1): 40.70%

- Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or

- Development proposed in all other areas.

- 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

* 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.

*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.

2/28/2019
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. 0
- 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 11
- 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 0
- At least 5% of all low-income Units at 30% or less of AMGI 0

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 0
- All other Developments. 9
- The Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants. 1

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).

B. 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)

- Existing Development Name: 
- TDHCA #: 

- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. 0
- OR

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.

- 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; 0
- OR

- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. 2
- OR
D. 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: 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</td>
<td></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></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></td>
</tr>
<tr>
<td>Application requests points for Historic Preservation.</td>
<td></td>
</tr>
<tr>
<td>Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.</td>
<td></td>
</tr>
<tr>
<td>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></td>
</tr>
<tr>
<td>Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.</td>
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<td>At least 75% of the residential units will be within the Certified Historic Structure.</td>
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<td>Attached behind this tab are the THC letter and other documentation described above.</td>
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<tr>
<td>Application is eligible for five (5) points.</td>
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</table>

| 10 Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)] | 
| X Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period. | 1 |

| 11 Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)] | 
| X Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/3/2018. | 1 |

2/28/2019
Dear Mr. Duran,

We have reviewed the List of Eligible Existing Developments for Participation in the Section 811 PRA Program with release date of November 1, 2018. Nine Developments that we are associated with are listed. However, these listed Developments do not meet the criteria to be a part of the Section 811 PRA Program. Below is a list of the Developments and the reason each is not able to participate in the Section 811 PRA Program. This letter and all supporting documentation has been uploaded to TDHCA’s file server as a separate Section 811 PRA Program Supplement Packet.

- **Pathways at Gaston Place** – 100% of the units are covered by a Section 8 Project Based Rental Assistance contract. The PBRA contract is attached as Exhibit A.
- **Gardens at Cobb Park** – 100% of the units at this Development are covered by a Project Based Section 8 Housing Assistance Payments (“HAP”) contract. The HAP contract is attached as Exhibit B.
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If you have any further questions, or need further documentation, please contact me at apps@itexgrp.com.

Sincerely,

Miranda Sprague  
Authorized Representative
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.

- If the property is exempt, the file should include the reason for the exemption and no further documentation is required.
- If the property is subject to the Rule, the file should include the appropriate documentation to indicate basic compliance, as listed below:
  - **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;
  - **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;
  - **Clearance Report 24 CFR §35.930(b)(3)** – A report indicating a “clearance examination” was performed of the work-site upon completion; and
  - **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

Christopher A. Akbari

Printed Name

Authorized Representative

Title

2/18/19

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 18th day of February 2019

(Seal)

TEIDRA RASHAWN HINES-LUCAS
Notary Public, State of Texas
Comm. Expires 06-23-2022
Notary ID 129862399

Notary Public Signature

Page 138
December 17, 2018
February 21, 2019

Texas Department of Housing and Community Affairs
Attn: Spencer Duran
Section 811 Manager
221 East 11th Street
Austin, TX 78711

Re: Eligible Existing Developments for Participation in Section 811 PRA Program
2019 9% Housing Tax Credit Applications – 19299 2222 Pierce and 19301 Prince Hall

Dear Mr. Duran,

We have reviewed the List of Eligible Existing Developments for Participation in the Section 811 PRA Program with release date of November 1, 2018. Nine Developments that we are associated with are listed. However, these listed Developments do not meet the criteria to be a part of the Section 811 PRA Program. Below is a list of the Developments and the reason each is not able to participate in the Section 811 PRA Program. This letter and all supporting documentation has been uploaded to TDHCA’s file server as a separate Section 811 PRA Program Supplement Packet.

- Pathways at Gaston Place – 100% of the units are covered by a Section 8 Project Based Rental Assistance contract. The PBRA contract is attached as Exhibit A.
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- Villa Brazos – The equity investor was asked to provide consent for the placement of Section 811 PRA units in the development. The equity investor has issued a letter advising they are unable to provide approval for Section 811 units in the development (see Exhibit H).
- Village at Palm Center – The equity investor was asked to provide consent for the placement of Section 811 PRA units in the development. The equity investor has issued a letter advising they are unable to provide approval for Section 811 units in the development (see Exhibit I).
If you have any further questions, or need further documentation, please contact me at apps@itexgrp.com.

Sincerely,

Miranda Sprague
Authorized Representative
Section 811 Project Rental Assistance Program
Initial List of Eligible Existing Developments for Participation in the Section 811 PRA Program

Release Date: November 1, 2018

Purpose
The attached list reflects those properties that Department staff has identified as facially satisfying the Section 811 Project Rental Assistance Program (Section 811 PRA Program) qualification requirements for Existing Developments described below. If a 2019 Multifamily Program applicant is intending to participate in the Section 811 PRA Program through using an Existing Development in their portfolio, the Existing Development they select should be reflected on this list. The list is to help streamline the process of identifying Developments eligible to participate in the 811 Program. Inclusion or absence of a property from the list does not, alone, preclude its use by an Applicant. The final Multifamily Rules and Application Manual will specify how the Applicant should indicate this selection in their Application.

Existing Development Criteria

- This list reflects those active properties of five or more units in the Department’s CMTS database that meet the following criteria:
  - Received an award under a Department administered program in or after 2002 or otherwise approved by the Department,
  - Are located within an Eligible MSA and not already exceeding the maximum 811 Unit commitment,
  - Have a UPCS score of at least 80 on its most recent TDHCA REAC inspection or has not yet had a UPCS inspection, and
  - Have an occupancy rate of at least 85% or have not yet submitted a Unit Status Report; OR
- Properties otherwise approved by the Department; OR
- Properties already participating in the Section 811 PRA Program.

Requesting Changes to the Existing Development Eligibility

If an individual believes a property reflected on the attached list should not be classified as an eligible Existing Development, or if an individual believes a property not on the list should, in fact, be on this list, there is an opportunity to request revisions to the list.

- For a property believed to be incorrectly included on the list, an Owner contact for the property should submit a letter explaining the reason the property does not meet the Existing Development criteria above or the federal criteria contained in 10 TAC Chapter 8 and the Cooperative Agreement (including Exhibit 1 - Definitions and Exhibit 5 - Program Guidelines) and request that property’s removal from the list.
- For a property not on the list but believed to be eligible, an Owner contact for the property should submit a letter specifying the property name, address and CMTS # and explain the reason the property does meet all of the Existing Development criteria above and request that property’s addition to the list.
- Letters should be sent electronically to Spencer Duran, Section 811 Manager at spencer.duran@tdhca.state.tx.us. The letter must be received by the Department no later than Friday, November 16, 2018, at 5:00 pm Austin local time. All requests will be responded to in writing.
- If the request is denied, the written response denying the request will provide an opportunity to appeal to the Board and indicate how to make that appeal. Any such appeals will be heard by the Department’s Board at their Board meeting scheduled for December 6, 2018. A final List will be released on December 14, 2018.

It should be noted that inclusion on the list does not necessarily mean that this property is formally approved for 811 participation (e.g., environmental considerations, exceeding the integrated housing caps, etc.).
## Initial List of Eligible Existing Developments for Participation in the Section 811 PRA Program

**November 1, 2018**

<table>
<thead>
<tr>
<th>Name</th>
<th>App or File Number</th>
<th>Address</th>
<th>City</th>
<th>County</th>
<th>Zip Code</th>
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100% Project Based Rental Subsidy. Contract for rental assistance provided as support.
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<thead>
<tr>
<th>Name</th>
<th>App or File Number</th>
<th>Address</th>
<th>City</th>
<th>County</th>
<th>Zip Code</th>
<th>Total Units</th>
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<tr>
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100% Project Based Rental Subsidy. Contract for rental assistance provided as support.
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</table>

100% of units restricted to residents age 62 and older. LURA included as support.

100% Project Based Rental Subsidy. Contract for rental assistance provided as support.

Limited partner withheld consent to placement of Section 811 PRA units. Letter from investor provided as support.
Exhibit A
Pathways at Gaston Place – PBRA Contract for 100% of the Units (100 Units Total)
**DEVELOPMENT IDENTIFICATION**

TDHCA Application #: 17412  Program(s): 4% LIHTC  

**Pathways at Gaston Place**

**Address/Location:** 1941 Gaston Place  
**City:** Austin  
**County:** Travis  
**Zip:** 78723  
**Population:** Elderly Preference  
**Activity:** Acquisition/Rehab  
**Building Type:** Wrap Style (3 or 4-story)  
**Area:** Urban  
**Region:** 7  
**Analysis Purpose:** New Application - Initial Underwriting  

(*) HUD Public Housing funded under 42 U.S.C. §1437e and designated as elderly or elderly/disabled

**ALLOCATION**

<table>
<thead>
<tr>
<th>TDHCA Program</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>Amort</th>
<th>Term</th>
<th>Amount</th>
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<th>Term</th>
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**CONDITIONS**

* Receipt and acceptance by Cost Certification:  
  a. Architect certification that noise study recommendations were successfully implemented in the completion of the Development.  
  b. Architect certification that Lead Based Paint abatement was completed and done so in observance of all State and Federal laws.  
  c. Architect certification that Asbestos abatement was completed and done so in observance of all State and Federal laws.  
  d. Final CHAP approval with HUD-approved rents and operating budget.  

Should any terms of the proposed capital structure change or if there are material changes to the overall development plan or costs, the analysis must be re-evaluated and adjustment to the credit allocation and/or terms of other TDHCA funds may be warranted.
### LOCATION DATA

**CITY:** Austin  
**COUNTY:** Travis  
**PROGRAM REGION:** 7

### UNIT DISTRIBUTION

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<th># Beds</th>
<th># Units</th>
<th>% Total</th>
<th>Assisted Income</th>
<th># Units</th>
<th>% Total</th>
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<td>-</td>
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<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
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### Applicable Programs

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<td>Revenue Growth</td>
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<tr>
<td>Expense Growth</td>
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<tr>
<td>Basis Adjust</td>
<td>100%</td>
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<tr>
<td>Applicable Fraction</td>
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<tr>
<td>APP % Acquisition</td>
<td>3.39%</td>
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<tr>
<td>APP % Construction</td>
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### Average Unit Size

588 sf

### UNITS ASSISTED RENT SCHEDULE

**TC 60% $876 RAD $584**  
- # Units: 96  
- Gross Rent: $876  
- NRA: 576  
- Gross Rent: $584  
- Utility Allow: $0  
- Max Net Rent: $584  
- Delta to Max: $0  
- Rent psf: $1.01  
- Net Rent per Unit: $584  
- Total Monthly Rent: $56,064  
- Total Monthly Rent: $584  
- Rent underwritten: $0  
- Underwritten: $0  
- Mrkt Analyst: $0  

**TC 60% $1,051 RAD $736**  
- # Units: 4  
- Gross Rent: $1,051  
- NRA: 828  
- Gross Rent: $736  
- Utility Allow: $0  
- Max Net Rent: $736  
- Delta to Max: $0  
- Rent psf: $0.89  
- Net Rent per Unit: $736  
- Total Monthly Rent: $2,944  
- Total Monthly Rent: $736  
- Rent underwritten: $0  
- Underwritten: $0  
- Mrkt Analyst: $0  

**TOTALS/AVERAGES:**  
- # Units: 100  
- Gross Rent: $5,800  
- NRA: 5,780  
- Gross Rent: $584  
- Utility Allow: $0  
- Max Net Rent: $584  
- Delta to Max: $0  
- Rent psf: $1.00  
- Net Rent per Unit: $584  
- Total Monthly Rent: $59,008  
- Total Monthly Rent: $590  
- Rent underwritten: $0  
- Underwritten: $0  
- Mrkt Analyst: $0  

**ANNUAL POTENTIAL GROSS RENT:** $708,096  
**ANNUAL POTENTIAL GROSS RENT:** $708,096

**100% RAD / Section 8**
This contract is a housing assistance payments contract (HAP Contract) between the United States of America, acting through the Department of Housing and Urban Development (HUD), and Pathways at Gaston Place, LP (Owner). The HAP Contract is subject to Notice PIH 2012-32 (HA), as revised or amended from time to time (or any successor document) ("RAD Notice"), including 24 C.F.R. Part 880 (as in effect November 5, 1979, as amended), as modified and as published in Appendix I of Notice PIH 2012-32 (HA).

1.1 Statutory Authority, Purpose of HAP Contract, and HAP Contract Terminology.


(b) Purpose. The purpose of the HAP Contract is to effectuate the conversion of Public Housing to a Multifamily Housing project with Project-Based Rental Assistance under section 8 of the Act.

(c) Terminology. Terms in the HAP Contract that are not otherwise defined herein have the definition given in the RAD Notice, including those terms defined in Appendix I of the RAD Notice setting forth 24 C.F.R. Part 880 except as struck in part. Terms that are not defined in the RAD Notice (including Appendix I) shall have the meanings given in 24 C.F.R. Part 5, which applies pursuant to 24 C.F.R. § 880.104(d). In addition, "Year of Conversion" shall mean the time from the effective date of the HAP Contract through the end of that calendar year; "First Full Year" shall mean the first full calendar year of the HAP Contract beginning the year after the calendar year of the effective date.1

1.2 Scope: Assignability of HAP Contract, and HUD Requirements.

(a) Scope of HAP Contract. The HAP Contract consists of Part I, Part II, and the exhibits identified in section 1.4(d) of the HAP Contract, which are hereby incorporated into and made a part of the HAP Contract.

---

1 To clarify, in cases in which a project converts in December and the effective date of the Contract is January 1, the Year of the Conversion is the calendar year starting on the effective date and the First Full Year begins the year following.
(b) **Assignability of HAP Contract.** HUD may assign the HAP Contract at any time to a public housing agency (PHA) for the purpose of PHA administration of the HAP Contract to the extent permitted under any Annual Contributions Contract (ACC) between HUD and the PHA. Unless and until HUD assigns the HAP Contract to a PHA, HUD shall be the Contract Administrator (CA) and, in that capacity, a party to the HAP Contract. Upon any assignment of the HAP Contract by HUD to a PHA, the PHA shall assume all the contractual obligations of HUD under the HAP Contract (or of any PHA to which HUD had previously assigned the HAP Contract) and shall replace HUD (or any PHA to which HUD had previously assigned the HAP Contract) as the CA and as a party to the HAP Contract during the ACC term.

(c) **HUD Requirements.** The HAP Contract shall be construed and administered in accordance with the RAD Notice. With the exception of the provisions of 24 C.F.R. Part 880 and section 8 of the Act that are identified in Appendix I and Appendix II of the RAD Notice, respectively, as inapplicable, the HAP Contract shall further be construed and administered in accordance with all statutory requirements and all HUD regulations and other requirements, including any amendments to and/or changes in statutory requirements, HUD regulations (including 24 C.F.R. Part 880), and other requirements. However, any changes in HUD requirements, except to the extent required by statute, that are inconsistent with the provisions of sections 2.5(a)(1) or 2.8 shall not be applicable.

(d) **Statutory Changes during Term.** If any statutory change during the term of the HAP Contract is inconsistent with section 2.5(a)(1) or 2.8 of the HAP Contract, and if HUD determines and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of such sections because of such statutory change, then the Contract Administrator or the Owner may terminate the HAP Contract upon notice to the other party. Notwithstanding such termination, the project shall remain subject to the RAD Use Agreement encumbering the property on which the project is located.

### 1.3 Effective Date, Initial Term, and Funding For Initial Term of HAP Contract

(a) **Effective Date and Initial Term.** The HAP Contract begins on August 1, 2017 and shall run for an initial term of twenty (20) years.

(b) **Funding for Initial Term.**

1. **Funding for the Year of Conversion.** In the Year of Conversion (as defined in 1.1(c)), the HAP Contract shall be funded only from public housing amounts obligated prior to the effective date of the HAP Contract, and from any additional public housing amounts that HUD obligates in full or in part, subject to the availability of sufficient appropriations, for the remainder of the calendar year in which the HAP Contract becomes effective. Owner acknowledges that this amount for the first year may be less than the contract rent for subsequent years.

2. **Funding for the Remainder of the Initial Term.** Starting in the First Full Year (as defined in section 1.1(c)) and in each subsequent year in which the HAP Contract is effective, subject to the availability of sufficient appropriations, HUD will obligate funding in accordance with this HAP Contract and provide the Owner written notification of (i) the amount of such additional funding, (ii) the approximate period of time within the HAP Contract term to which it will be applied.

### 1.4 Fiscal Year, Project Description, Statement of Services, and Exhibits

(a) **Fiscal Year.** The ending date of each Fiscal Year shall be December 31. (Insert March 31, June 30, September 30, or December 31, as approved by HUD.) The Fiscal Year for the project shall be the 12-month period ending on this date. However, the first Fiscal Year for the project is the period beginning with the effective date of the Contract and ending on the last day of the Fiscal Year. The project must comply with 24 CFR part 5, subpart H, as amended, revised, or modified by HUD.

(b) **Project Description** (Print or type the street address(es) and the number of units by bedroom size.)
(c) **Statement of Services, Maintenance and Utilities Provided by the Owner.**

(1) Services and Maintenance:
- Landscaping
- Pest Control
- On-site management
- Community room and computer lab

(2) Equipment:
- Range
- Refrigerator
- Air conditioning and Heating
- Tankless water heaters
- Washer and dryer
- Blinds

(3) Utilities:
- Heating
- Cooling
- Hot water
- Cooking
- Water/Sewer
- Trash

(4) Other:
(d) **Exhibits.** The exhibits to the HAP Contract consist of the following:

1. **Exhibit 1A:** Initial Schedule of Contract Units and Contract Rents;
2. **Exhibit 1B:** Revised Schedule of Contract Units and Contract Rents (if applicable as the result of Tenant-Paid Utility Savings);
3. **Exhibit 2:** Affirmative Fair Housing Marketing Plan; and
4. **Exhibit 3:** Addendum to the HAP Contract—Labor Standards

### 1.5 Contract Rent Levels

(a) **Initial Contract Rent Levels.** The initial Contract Rent for each contract unit shall be as stated in Exhibit 1A, which is attached to and made a part of the HAP Contract. Initial Contract Rents do not take effect until the First Full Year (as defined in Section 1.1(c)). As of the beginning of the First Full Year, and unless the Contract Rents are revised in accordance with section 1.5(b), the Contract Rent for each bedroom size (i.e., number of bedrooms) shall be the initial Contract Rent as reflected in Exhibit 1A.

(b) **Revised Contract Rent Levels,** if applicable as the result of Tenant-Paid Utility Savings in accordance with the provision of the RAD Notice governing such savings for Project-Based Rental Assistance Conversions (i.e., Attachment 1C of the RAD Notice), or successor provision, the revised Contract Rent for each contract unit shall be as stated in Exhibit 1B, which is attached to and made a part of the HAP Contract, and which shall be adjusted annually, or continue to be adjusted annually, in the manner prescribed in section 2.8 of the HAP Contract. The revised Contract Rentals shall become effective on the first day of the month following the date on which HUD approves the cost certification submitted by the Owner after completion of the Work (as defined and set forth in the RAD Conversion Commitment (RCC)).

(c) **Year of Conversion Contract Rent.** During the Year of Conversion (as defined in Section 1.1(c)), the Owner is due subsidy in the amount described in Section 1.3(b)(1). Contract Rents shall equal such subsidy amounts plus any portions payable by Families in accordance with HUD regulations.

### 1.6 Contract Administrator’s Obligation to Offer to Renew and Owner’s Obligation to Accept Renew

The Contract Administrator and the Owner acknowledge and agree that upon expiration of the initial term of the HAP Contract, and upon expiration of each renewal term of the HAP Contract, the Contract Administrator shall offer to renew the HAP Contract and the Owner shall accept each offer to renew the HAP Contract, subject to the terms and conditions applicable at the time of each offer, and further subject to the availability of appropriations for each year of each such renewal.

### 1.7 Owner’s Obligation to Operate Project

The Owner agrees to operate the project for the full initial term of the HAP Contract specified in section 1.3(a) and for each renewal term in accordance with the HAP Contract, the RAD Notice, all statutory requirements, and all HUD regulations and other requirements, including any amendments to and/or changes in statutory requirements, HUD regulations (including 24 C.F.R. Part 880), and other requirements.

### 1.8 Flood Insurance Applicability

☐ If the preceding box is checked, the Owner agrees that the project will be covered, during the life of the property, regardless of transfer of ownership, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.
Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses any writing containing any materially false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of the executive branch of the Government of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

As evidenced by the signature below of their authorized representative, the Owner and HUD hereby agree to the terms of this HAP Contract, the scope of which is set forth in section 1.2(a) of the HAP Contract.

Owner

Name of Owner (Print or Type)
Pathways at Gaston Place, LP, a Texas limited partnership
By: Pathways at Gaston Place GP, LLC, a Texas limited liability company, its general partner
By: Affordable Housing Corporation, a Texas nonprofit corporation, its sole member

By: [Signature]
Signature of authorized representative

Name of Signatory (Print or Type)
Ron Kowal

Official Title (Print or Type)
Vice President

Date (mm/dd/yyyy): June 27, 2017

United States of America
Secretary of Housing and Urban Development

By: [Signature]
Signature of authorized representative

_name of Signatory (Print or Type)
Christie M. Newhouse

Official Title (Print or Type)
Director
Fort Worth Asset Management

Date (mm/dd/yyyy): 06/27/2017
### Exhibit 1A

Initial Schedule of Contract Units and Contract Rents

<table>
<thead>
<tr>
<th>Number of Contract Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
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<td>$584</td>
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<tr>
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### Exhibit 1B

Revised Schedule of Contract Units and Contract Rents (if applicable)

[after HUD-Approved Utility Allowances, as revised]

<table>
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<th>Number of Contract Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
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Exhibit B
Gardens at Cobb Park – Project Based Section 8 Housing Assistance Payments Contract for 100% of the Units (100 Total Units)
Real Estate Analysis Division
Underwriting Report - ADDENDUM FOR AMENDMENT

REPORT DATE: 02/11/11  PROGRAM: HTC 9%  FILE NUMBER: 10239

DEVELOPMENT

Prince Hall Gardens

Location: 1800 E. Robert Street
City: Fort Worth  County: Tarrant  Zip: 76104

Key Attributes: General, Acquisition/Rehabilitation, At-Risk, Urban

ALLOCATION

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<th>TDHCA Program</th>
<th>2010 AWARD</th>
<th>RECOMMENDATION</th>
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<tr>
<td>Housing Tax Credit (Annual)</td>
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CONDITIONS

1. Any condition of previous underwriting reports that has not been satisfied remains a condition of this report.

2. Should the terms and rates of the proposed debt or syndication change, the transaction should be re-evaluated and an adjustment to the credit allocation amount may be warranted.

AMENDMENT REQUEST

During the regular 2010 9% Housing Tax Credit cycle the Applicant was awarded an allocation of housing tax credits of $1,064,555 for the acquisition and rehabilitation of an existing 100 unit affordable housing development located in Fort Worth. The allocation was approved subject to the recommendations of the ESA provider being completed and that any results which require further action be followed by the Applicant in accordance with local, state or federal regulations, as applicable. Subsequently, on October 22, 2010 the City of Fort Worth Floodplain Administrator gave notice to the Applicant that 12 of the buildings in the development are located in the 100-year floodplain and they must meet current City of Fort Worth floodplain development standards that meet or exceed National Flood Insurance Program (NFIP) minimum standards. The finish floor requirements in Fort Worth exceed NFIP minimum standards, and must be 2.0 feet above the fully developed conditions of the 100-year flood elevation. Therefore, the City of Fort Worth stated that the structures within or adjacent to the floodplain must be elevated to meet its minimum finish floor requirements, or be removed from the floodplain.

The City of Fort Worth's Floodplain Administrator stated that 12 of the existing buildings are within the floodplain and are below 2.0 feet above the fully developed 100-year floodplain and therefore must be elevated or removed; however, the Applicant hired engineers and surveyors to perform an investigation and determined that ten (10) of the buildings are within the floodplain and do not meet the +2 foot requirement, one building is within the 100-year floodplain but is at 2.96 feet above the base floodplain and will therefore comply with the City's elevation requirement. Accordingly, the Applicant requested approval from the City of Fort Worth, HUD and the Department that it be allowed to demolish the subject buildings and to reconstruct them at the required +2 feet above the base floodplain elevation. Additionally, the Applicant requested a waiver of the requirement from the City of Fort Worth that two of the buildings that are between +1 and +2 feet above the base floodplain be removed or elevated above +2 feet above base floodplain elevation.
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**UNIT MIX/RENT SCHEDULE**

**Prince Hall Gardens, Fort Worth, HTC 9% #10239**

**LOCATION DATA**
- CITY: Fort Worth
- COUNTY: Tarrant

**UNIT DISTRIBUTION**
- Type: Other
- Designation: Other

**Other Unit Designation**
- Acq/Rehab

**PROGRAMS:**
- Sec 8

**OTHER ASSUMPTIONS**
- Development Activity: Acq/Rehab
- REVENUE GROWTH: 2.00%
- EXPENSE GROWTH: 3.00%
- HIGH COST ADJUSTMENT: 130%
- APPLICABLE FRACTION: 100.00%
- APP % - ACQUISITION: 3.50%
- APP % - CONSTRUCTION: 9.00%

**UNIT MIX / MONTHLY RENT SCHEDULE**

**UNIT DESCRIPTION**
- Type: TC
- Designation: 30%
- Other Designation: HH/50

**PROGRAM RENT LIMITS**
- Rent per NRA

**APPLICANT RENTS**
- Net Rent per Unit

**TDHCA RENTS**
- Total Monthly Rent

**MARKET RENTS**
- TDHCA Savings to Market

**IREM REGION:** Fort Worth

**PROGRAM REGION:** High Cost

**COUNTY:** Tarrant

**DEVELOPMENT ACTIVITY:** Acq/Rehab

**HIGH COST ADJUSTMENT:**
- Rural Rent Used: No

**REVENUE GROWTH:**
- Annual: $727,728

**EXPENSE GROWTH:**
- Annual: $727,728

**HIGH COST ADJUSTMENT:**
- Annual: $727,728

**APPLICABLE FRACTION:**
- Annual: $727,728

**APP % - ACQUISITION:**
- Annual: $727,728

**APP % - CONSTRUCTION:**
- Annual: $727,728

**TOTAL: $88,568**

**AVG: $886**

**ANNUAL: $727,728**
Certificate of Assumed Name

File # A213008621

I, MARY LOUISE GARCIA, County Clerk of the County of TARRANT COUNTY, do hereby certify that

PRINCE HALL GARDENS ASSOCIATES, LP

has filed in the office of the County Clerk on the 06/28/2013 a certificate setting forth the name of

GARDENS AT COBB PARK

1800 E. ROBERT STREET, FORT WORTH TX 76104

under which business is to be conducted or transacted, together with the true full name of each person conducting such business:

Name(s):

PRINCE HALL GARDENS ASSOCIATES, LP

Witness my hand and seal of office, this the 06/28/2013

MARY LOUISE GARCIA

County Clerk of TARRANT COUNTY, TX

(Seal)

BY ____________________________, Deputy
ASSUMED NAME CERTIFICATE
FOR AN UNINCORPORATED BUSINESS OR PROFESSION

NOTICE: "CERTIFICATES" ARE VALID ONLY FOR A PERIOD NOT TO EXCEED 10 YEARS FROM THE DATE FILED IN THE COUNTY CLERK'S OFFICE.
(Chapter 36, Title 4 Business and Commerce Code)

This certificate properly executed is to be filed immediately with the County Clerk

****

(PRINT OR TYPE)

NAME UNDER WHICH BUSINESS OR PROFESSIONAL SERVICES IS OR WILL BE CONDUCTED: Gardens at Cobb Park

Address: 1800 E. Robert Street,

City: Fort Worth State: Texas Zip Code: 76104

Period (not to exceed ten years) during which the assumed name will be used is: 10 Years

Business is to be conducted as (Check one):

☐ Sole Proprietorship ☐ Sole Practitioner
☐ General Partnership ☐ Limited Partnership
☐ Joint Venture ☐ Real Estate Investment Trust
☐ Joint Stock Company ☐ Other (name type):

CERTIFICATE OF OWNERSHIP

I/We, the undersigned, are the owner(s) of the above business and my/our name(s) and address(es) are given is/are true and correct, and there is/are no ownership(s) in said business other than those listed herein below.

- NAMES OF OWNERS -

NAME Prince Hall Gardens Associates, LP SIGNATURE Donald R. Ball, Exec. Dir. of Sole Member of General Partner

Address 3735 Honeywood Court, Port Arthur, Texas Zip Code 77642

NAME (print or type) Signature
Address (print or type) Zip Code

NAME (print or type) Signature
Address (print or type) Zip Code

NAME (print or type) Signature
Address (print or type) Zip Code

NAME (print or type) Signature
Address (print or type) Zip Code

NAME (print or type) Signature
Address (print or type) Zip Code

THE STATE OF TEXAS
COUNTY OF Jefferson

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Donald R. Ball

Known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and under oath, acknowledged to me that they are the owner(s) of the above-named business and that they signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on June 19, 2013

MARY LOUISE GARCIA, COUNTY CLERK
By ______________________, Deputy
U.S. Department of Housing and Urban Development
Office of Multifamily Housing Assistance Restructuring

Project-based Section 8
HOUSING ASSISTANCE PAYMENTS
FULL MARK-TO-MARKET RENEWAL CONTRACT

PREPARATION OF CONTRACT
Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Full Mark-To-Market Renewal Contract. The instructions are not part of the Renewal Contract.

TABLE OF SECTIONS
1 CONTRACT INFORMATION
   PROJECT
   TYPE OF RENEWAL
2 TERM OF RENEWAL CONTRACT
3 DEFINITIONS
4 RENEWAL CONTRACT
   a Parties
   b Statutory authority
   c Expanding Contract
   d Purpose of Renewal Contract
   e Contract units
5 EXPIRING CONTRACT - PROVISIONS RENEWED
6 CONTRACT RENT
   a Initial contract rents
   b Contract rent adjustments in accordance with the Plan of Action
      (1) OCAF or Budget-Based Rent Adjustments
      (2) Comparability adjustments
      (3) No other adjustments
7 OWNER WARRANTIES
8 OWNER TERMINATION NOTICE
9 HUD REQUIREMENTS
10 STATUTORY CHANGES DURING TERM
11 PHA DEFAULT
12 EXCLUSION OF THIRD-PARTY RIGHTS
13 WRITTEN NOTICES
   SIGNATURES
U.S. Department of Housing and Urban Development
Office of Housing

Project-based Section 8

HOUSING ASSISTANCE PAYMENTS

FULL MARK-TO-MARKET RENEWAL CONTRACT

1. CONTRACT INFORMATION

PROJECT

Section 8 Project Number

Section 8 Project Number of Expiring Contract N/A

FHA Project Number (if applicable) 11335004

Project Name PRINCE HALL GARDENS 1

Project Description 1832 E ROBERT FORT WORTH, TX 76104

TYPE OF RENEWAL

[X] Check this box for a project renewed under Section 515(a) of MAHRA

PARTIES TO RENEWAL CONTRACT
2. TERM OF RENEWAL CONTRACT
   b. Subject to the availability of sufficient appropriations to make housing assistance payments for any year in accordance with the Renewal Contract, as determined by HUD, the Renewal Contract shall run for a period of 20.0 years, beginning on the first day of the term. Further, Owner hereby acknowledges and agrees that it will accept any offer of renewal or extension of the Renewal Contract if the offer is in accordance with the terms and conditions specified in the Restructuring Commitment. Section 8 housing assistance payments to the Owner during the Renewal Contract term shall only be made from budget authority appropriated by the Congress, and available for this purpose.

3. DEFINITIONS.
   ACC. Annual contributions contract  
   Annual. The annual recurrence of the date of the first day of the term of the Renewal Contract.  
   Contract units. The units in the Project which are identified in Exhibit A by size and applicable contract rents.  
   Contract rent. The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).  
   HAP contract. A housing assistance payments contract between the Contract Administrator and the Owner.  
   HUD. The United States Department of Housing and Urban Development.  
   HUD requirements. The Restructuring Commitment, HUD regulations and other requirements, including amendments to the Restructuring Commitment and changes in HUD regulations and other requirements during the term of the Renewal Contract.

OCAF. An operating cost adjustment factor established by HUD.

PHA. Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.).

Project. The housing designated in section 1 of the Renewal Contract.

Restructuring Commitment. That certain executed Restructuring Commitment previously entered into by Owner and Contract Administrator in connection with the Owner's participation in the Mark-to-Market Program.

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f)

Renewal Contract. This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

4. RENEWAL CONTRACT

a. Parties

1. The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).

2. If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributing contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 9 (HUD requirements), section 10 (statutory changes during term) and section 11 (PHA defaults), of the Renewal Contract.

b. Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 515(a) of the MAHRA.

c. Expiring Contract

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will expire or terminate prior to the beginning of the term of the Renewal Contract.

d. Purpose of Renewal Contract

1. The purpose of the Renewal Contract is to renew the expiring contract for an additional term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.

2. Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families living in decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and
other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for: the purpose of relocating or rehousing assisted residents in other housing.

c. Contract units
The Renewal Contract applies to the Contract units.

5. EXPIRING CONTRACT - PROVISIONS RENEWED

a. Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).

b. Any and all provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:
   1. Identification of contract units by size and applicable contract rents;
   2. The amount of the monthly contract rents;
   3. Contract rent adjustments; and
   4. Project account (sometimes called "HAP reserve" or "project reserve") as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.

c. The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

6. CONTRACT RENT

a. Initial contract rents
   At the beginning of the Renewal Contract term, and until contract rents for units in the Project are adjusted in accordance with section 6b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A, which is attached to and, by this reference, is hereby made a part of the Renewal Contract.

b. Contract rent adjustments
   1. OCAF
      During the term of the Renewal Contract the Contract Administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements by using an OCAF.
   2. Procedure for rent adjustments during renewal term
      i. To adjust contract rents during the term of the Renewal Contract, the Contract Administrator shall give the Owner notice with a revised Exhibit A that specifies the adjusted contract rent amounts.
      ii. The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the Contract Administrator in accordance with this section. The adjustment notice by
the Contract Administrator to the Owner shall specify when the adjustment of contract rent is effective.

iii. Notice of rent adjustment by the Contract Administrator to the Owner shall automatically constitute an amendment of the Renewal Contract.

3. No other adjustments
Except for contract rent adjustments in accordance with this section, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

7. OWNER WARRANTIES
   a. The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.
   b. The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

8. OWNER TERMINATION NOTICE
   a. Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.
   b. If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

9. HUD REQUIREMENTS
   The Renewal Contract shall be construed and administered in accordance with all statutory requirements, the Restructuring Commitment, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.

10. STATUTORY CHANGES DURING TERM
    If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

11. PHA DEFAULT
    a. This section 11 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.
    b. If HUD determines that the PHA has committed a material and substantial breach of the PHA’s obligation, as Contract Administrator, to make housing assistance payments to the Owner
in accordance with the provisions of the Renewal Contract, and that
the Owner is not in default of its obligations under the Renewal
Contract, HUD shall take any action HUD determines necessary for
the continuation of housing assistance payments to the Owner in
accordance with the Renewal Contract.

12. EXCLUSION OF THIRD-PARTY RIGHTS
   a. The Contract Administrator does not assume any responsibility for
      injury to, or any liability to, any person injured as a result of the
      Owner's action or failure to act in connection with the Contract
      Administrator's implementation of the Renewal Contract, or as a
      result of any other action or failure to act by the Owner.
   b. The Owner is not the agent of the Contract Administrator or HUD,
      and the Renewal Contract does not create or affect any relation
      ship between the Contract Administrator or HUD and any lender to
      the Owner or any suppliers, employees, contractors or subcontractors
      used by the Owner in connection with implementation of the
      Renewal Contract.
   c. If the Contract Administrator is a PHA acting as Contract
      Administrator pursuant to an annual contributions contract ("ACC")
      between the PHA and HUD, the Contract Administrator is no the
      agent of HUD, and the Renewal Contract does not create any
      relationship between HUD and any suppliers, employees,
      contractors or subcontractors used by the Contract Administrator to
      carry out functions or responsibilities in connection with contract
      administration under the ACC.

13. WRITTEN NOTICES
   a. Any notice by the Contract Administrator or the Owner to the other
      party pursuant to the Renewal Contract shall be given in writing.
   b. A party shall give notice at the other party’s address specified in
      section 1 of the Renewal Contract, or at such other address as the
      other party has designated by a contract notice. A party gives a
      notice to the other party by taking steps reasonably required to
deliver the notice in ordinary course of business. A party receives
      notice when the notice is duly delivered at the party’s designated
      address.

SIGNATURES
United States of America
Department of Housing and Urban Development

By: __________________________
   (Signature)
   Ray H. Carson
   (Print)
   Director, Program Center
   (Official Title)
   Date: 7/24/2001

OWNER

By: __________________________
   (Signature)
   Wilbert M. Curtis
   (Print)
   Trustee
   (Official Title)
   Date: 7/16/2001

Contract Number: TX16M000185
Contract Version: Full-M2M-20010220-att16
EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS

<table>
<thead>
<tr>
<th>Section 3 Number: TX16M000185</th>
<th>Rent Effective Date: 07/01/2001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size 12</td>
<td>Rent Amount: $350</td>
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<tr>
<td>Size 44</td>
<td>Rent Amount: $440</td>
</tr>
<tr>
<td>Size 44 (2)</td>
<td>Rent Amount: $550</td>
</tr>
</tbody>
</table>

NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.
JUL 24 2011

Prince Hall Garden 2 Charitable Trust
Attention Wilbert M. Curtis
73 Seminole Trail
Heitt, TX 76643

Dear Mr. Curtis:

SUBJECT: Prince Hall Gardens I, Fort Worth, TX
FHA Project No.: 113-35004
Section 8 No.: TX16-M000-185

Enclosed is an executed copy of the Section 8 Contract
Renewal for the subject property. A copy of this contract has
been forwarded to the Management Agent and the on-site manager of
the property for their file record.

The HAP Contract, all Amendments thereto, and your
Regulatory Agreement define your responsibilities in regard to
the administration of this contract. More detailed guidance
pertaining to the occupancy and subsidy requirements are provided
in HUD Handbook 4350.3, Occupancy Requirements of Subsidized
Multifamily Housing Programs. Additional instructions are given
from time to time through the issuance of Housing Notices and
memorandums.

If you have any questions, please contact Riley Henderson,
Project Manager, at (817) 978-5833.

Sincerely,

[Signature]

[Name]
Director
Multifamily Program Center

Enclosure

cc: Metro Property Managers, Inc.
Prince Hall Gardens I

FILE
EXHIBIT A
IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS

PROJECT: PRINCE HALL GARDENS #1

HAP CONTRACT NUMBER: TX16M000185

CONTRACT EFFECTIVE: JULY 1, 2004

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
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<tbody>
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<td>44</td>
<td>3BR</td>
<td>$613</td>
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<td>$613</td>
</tr>
</tbody>
</table>

This is to certify that Section 8 HAP Contract number TX16M000185 is utilizing the bedroom configuration and number of units per bedroom size in the leasing and occupancy activities for this Contract.

OWNER:

BY: ___________________________ Date: 4-28-04

Signature

WILBERT CURTIS
Owner Name

CHAIRMAN
Official Title

RECEIVED
MAY 4 2004
SOUTHWEST HOUSING COMPLIANCE CORPORATION
EXHIBIT A
IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS

PROJECT: PRINCE HALL GARDENS #1

HAP CONTRACT NUMBER: TX16M000185

CONTRACT EFFECTIVE: July 1, 2005

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
</tr>
</thead>
<tbody>
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This is to certify that Section 8 HAP Contract number TX16M000185 is utilizing the bedroom configuration and number of units per bedroom size in the leasing and occupancy activities for this Contract.

OWNER:

BY: [Signature]

Date: 1/15/06

Owne Name

Trustee

Official Title
EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS

PROJECT: Prince Hall Gardens #1

HAP CONTRACT NUMBER: TX16M000185

CONTRACT EFFECTIVE: July 1, 2006

<table>
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<tbody>
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This is to certify that Section 8 HAP Contract number TX16M000185 is utilizing the bedroom configuration and number of units per bedroom size in the leasing and occupancy activities for this Contract.

OWNER:

BY: Wilbert M. Curtis

Owner Name

Signature

Date: 5-1-06

Trustee

Official Title

RECEIVED

MAY 5 2006

SOUTHWEST HOUSING
COMPLIANCE CORPORATION
EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS

PROJECT:  Prince Hall Gardens 1

HAP CONTRACT NUMBER:  TX16M000185

CONTRACT EFFECTIVE:  7/01/2007

<table>
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<th>Number of Units</th>
<th>Number of Bedrooms</th>
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This is to certify that Section 8 HAP Contract number TX16M000185 is utilizing the bedroom configuration and number of units per bedroom size in the leasing and occupancy activities for this Contract.

OWNER:

BY:  [Signature]

Date:  6-8-07

Owner Name:  Prince Hall Garden 1 Charitable Trust

Official Title:  [Title]

RECEIVED

JUN 1.2 2007

SOUTHWEST HOUSING COMPLIANCE CORPORATION
Exhibit C

Valley at Cobb Park – Project Based Section 8 Housing Assistance Payments Contract for 100% of the Units (168 Total Units)
TDHCA Application #: 11055  Program(s): 9% HTC

Address/Location: 1701 E. Robert St.
City: Fort Worth  County: Tarrant  Zip: 76104

Population: Family  Program Set-Aside: At-Risk
Activity: Acq/Rehab  Construction Type: Garden (Up to 3 story)
Analysis Purpose: New Application - Initial Underwriting

**Now known as Valley at Cobb Park**

**Pilgrim Valley Manor**

**ALLOCATION**

<table>
<thead>
<tr>
<th>TDHCA Program</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>Amort</th>
<th>Term</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>Amort</th>
<th>Term</th>
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<tr>
<td>LIHTC (Annual)</td>
<td>$1,400,000</td>
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<td></td>
<td>$1,387,324</td>
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</table>

**CONDITIONS**

1. Receipt and acceptance by Commitment:
   - of formal commitments for the proposed interim financing from Tarrant County HFC and East Texas HFC stating terms and conditions.

2. Receipt and acceptance by 10% test:
   - of documentation that a comprehensive noise assessment has been completed to determine the requirements for the proposed development to satisfy HUD guidelines, and that any subsequent recommendations have been incorporated into the development plans.

3. Receipt and acceptance by Cost Certification:
   - a: Documentation clearing environmental issues contained in the ESA report, specifically:
     - i: a comprehensive survey was completed to identify the presence of asbestos-containing-materials or lead-based paint; that an appropriate Operations and Maintenance Program has been implemented to manage any existing asbestos-containing materials or lead-based paint; and that appropriate abatement procedures, consistent with all relevant regulations, were followed for the demolition and removal of any such materials.
     - ii: documentation that all noise assessment recommendations were implemented.
   - b: of a re-evaluation of the underwriting analysis subsequent to approval of new HAP contract rents as proposed with tenant-paid utilities.

4. Should any terms of the proposed capital structure change, the analysis must be re-evaluated and adjustment to the credit allocation and/or terms of other TDHCA funds, if any, may be warranted.
<table>
<thead>
<tr>
<th>Type</th>
<th>Gross Rent</th>
<th>Other Designation/Subsidy</th>
<th>Groser Rent</th>
<th># Units</th>
<th># Beds</th>
<th># Baths</th>
<th>NRA</th>
<th>Gross Rent</th>
<th>Tenant Pd UA’s (Verified) Max Net Program Rent</th>
<th>Delta to Max Program</th>
<th>Rent per NRA</th>
<th>Total Monthly Rent</th>
<th>Total Monthly Rent</th>
<th>Rent per NRA</th>
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<td>Sec 8</td>
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</tr>
</tbody>
</table>

**ANNUAL POTENTIAL GROSS RENT:**

$1,120,128 $1,120,128

100% Section 8
PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Renewal Contract. The instructions are not part of the Renewal Contract.
RENEWAL HAP CONTRACT
FOR SECTION 8 MARK-UP-TO-MARKET PROJECT

1 CONTRACT INFORMATION

PROJECT
Section 8 Project Number: TX16L000017
Section 8 Project Number of Expiring Contract: TX16L000017
FHA Project Number (if applicable): N/A
Project Name: Valley at Cobb Park
Project Description: 1701 East Robert Street, Fort Worth, TX 76104
Tarrant County

☐ Check this box if the project is a Section 236 project or a Section 221(d)(3) below market interest rate (BMIR) project at the beginning of the Renewal Contract term.

PARTIES TO RENEWAL CONTRACT
Name of Contract Administrator: Southwest Housing Compliance Corporation
Name of Owner: Fort Worth Pilgrim Valley Manor, LP

Attachment 12

Renewal Contract – Mark-Up-to-Market
REV 11-05-2007
2 TERM AND FUNDING OF RENEWAL CONTRACT

a The Renewal Contract begins on 3/1/2014 and shall run for a period of 20 years.

b Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of $0, an amount sufficient to provide housing assistance payments for approximately 12 months of the first annual Increment of the Renewal Contract term.

c HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

3 RENEWAL CONTRACT

a Parties

(1) This contract ("Renewal Contract") is a housing assistance payments contract ("HAP contract") between the contract administrator and the owner of the housing.

(2) If HUD is the contract administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as contract administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 8 (applicable requirements), section 9 (statutory changes during term), section 10 (distributions) and section 11 (PHA default) of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 ("Section 8") (42 U.S.C. 1437f), and section 524(a) of the Multifamily Assisted Housing Reform and

c ** Expanding Contract**

Previously, the owner entered into a Housing Assistance Payments Contract ("Expanding Contract") with HUD or a PHA to make Section 8 housing assistance payments to the owner for eligible families living in the project. The term of the Expanding Contract has expired or will expire prior to the beginning of the term of the Renewal Contract.

d ** Purpose of Renewal Contract**

The purpose of the Renewal Contract is to renew the Expanding Contract for an additional term. During the term of the Renewal Contract, the contract administrator will make housing assistance payments to the owner in accordance with the provisions of the Renewal Contract. Such payments shall only be made for contract units occupied by eligible families ("families") leasing decent, safe and sanitary units from the owner in accordance with HUD regulations and other requirements.

e ** Contract units**

The Renewal Contract applies to the project contract units Identified in Exhibit A by size and applicable contract rents.

4 ** EXPIRING CONTRACT -- PROVISIONS RENEWED**

a ** Except as specifically modified by the Renewal Contract, all provisions of the Expanding Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).**

b ** Any provisions of the Expanding Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:**

(1) The amount of the monthly contract rents;

(2) Contract rent adjustments;

(3) Project account (sometimes called "HAP reserve" or "project reserve") as previously established and maintained by HUD
pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.

c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section.

5 CONTRACT RENT

a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the project are adjusted in accordance with section 5b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A, which is attached to and made a part of the Renewal Contract. The initial contract rent amounts listed in Exhibit A have been increased to market levels under the HUD Mark-Up-to-Market Option.

b Contract rent adjustments

(1) OCAF adjustment

Except for adjustment of the contract rents to comparable market rents at the expiration of each 5-year period (as provided in paragraph 5b(2) of this section) ("fifth year adjustment"), during the term of the Renewal Contract the contract administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements, using an operating cost adjustment factor (OCAF) established by HUD. Such adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for a fifth year adjustment.

(2) Fifth year adjustment (comparability adjustment at expiration of each 5-year period, if applicable)

(a) This section 5(b)(2) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a).

(b) At the expiration of each 5-year period of the Renewal Contract term, the contract administrator shall
compare existing contract rents with comparable market rents for the market area. At such anniversary of the Renewal Contract, the contract administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the contract administrator in accordance with HUD requirements, necessary to set the contract rents for all unit sizes at comparable market rents. Such adjustments may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

(c) To assist in the redetermination of contract rents, the contract administrator may require that the owner submit to the contract administrator a rent comparability study prepared (at the owner's expense) in accordance with HUD requirements.

(3) Procedure for rent adjustments during renewal term

To adjust contract rents during the term of the Renewal Contract (in accordance with paragraph 5b(1) or paragraph 5b(2)), the contract administrator shall give the owner notice of the revised Exhibit A. The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the contract administrator in accordance with paragraph 5b(1) or paragraph 5b(2). The notice shall specify when the adjustment of contract rent is effective. The notice by the contract administrator of the revised Exhibit A constitutes an amendment of the Renewal Contract.

(4) No other adjustments

Except for contract rent adjustments in accordance with paragraph 5b, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

6 OWNER WARRANTIES

a The owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.

b The owner warrants that the rental units to be leased by the owner under the Renewal Contract are in decent, safe and sanitary condition.
condition, as defined by HUD, and shall be maintained in such condition during the term of the Renewal Contract.

7 OWNER NOTICE

a Before termination of the Renewal Contract, the owner shall provide written notice to the contract administrator and each assisted family in accordance with the law and HUD requirements.

b If the owner fails to provide such notice in accordance with the law and HUD requirements, the owner may not increase the tenant rent payment for any assisted family until such time as the owner has provided such notice for the required period.

8 APPLICABLE REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including amendments or changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD regulations and requirements which are inconsistent with the provisions of the Renewal Contract, including the provisions of section 5 (contract rent) and section 10 (distributions), shall not be applicable.
9 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 5 or section 10 of the Renewal Contract, and if HUD determines, and so notifies the contract administrator and the owner, that the contract administrator is unable to carry out the provisions of section 5 or section 10 because of such statutory change, then the contract administrator or the owner may terminate the Renewal Contract upon notice to the other party.

10 DISTRIBUTIONS

During the term of the Renewal Contract, neither HUD nor the PHA may impose any additional limitations on distributions of project funds other than any distribution limitations specified in Exhibit B, which is attached to and made a part of this Renewal Contract.

11 PHA DEFAULT

a This section of the Renewal Contract applies if the contract administrator is a PHA acting as contract administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA contract administrator, for the purpose of PHA administration of the Renewal Contract.

b If HUD determines that the PHA has committed a material and substantial breach of the PHA’s obligation, as contract administrator, to make housing assistance payments to the owner in accordance with the provisions of the Renewal Contract, and that the owner is not in default of its obligations under the Renewal Contract, HUD will take actions HUD determines necessary for the continuation of housing assistance payments to the owner in accordance with the Renewal Contract.

12 SECTIONS 236 AND 221(D)(3) BMIR PROJECTS -- PREPAYMENT

a This section of the Renewal Contract shall be applicable if the project is a Section 236 project or a 221(d)(3) BMIR project (See the check-box at section 1 of the Renewal Contract).
b) During the term of the Renewal Contract, the owner shall not prepay any FHA-Insured mortgage on the project, except where HUD, in its sole discretion, approves the prepayment as a component of a transaction whereby the project is preserved as affordable housing.

13 EXCLUSION OF THIRD-PARTY RIGHTS

a) The contract administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with the contract administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the owner.

b) The owner is not the agent of the contract administrator or HUD, and the Renewal Contract does not create or affect any relationship between the contract administrator or HUD and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with implementation of the Renewal Contract.

c) If the contract administrator is a PHA acting as contract administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the contract administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the contract administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

14 WRITTEN NOTICES

Any notice by the contract administrator or the owner to the other party pursuant to the Renewal Contract must be in writing.
SIGNATURES

Contract administrator (HUD or PHA)

Name of Contract Administrator
Southwest Housing Compliance Corporation

By: ____________________________  6-25-14
Signature of authorized representative

Michael Gerber, President and CEO
Name and official title

Date ____________________________

U.S. Department of Housing and Urban Development

By: ____________________________
Signature of authorized representative

Christie Newhouse, Director, Fort Worth Multifamily Program Center
Name and official title

Date 7/01/2014

Owner

Name of Owner
Fort Worth Pilgrim Valley Manor, LP

By: ____________________________
Signature of authorized representative

Christopher Akbari, Manager of Sole Member of General Partner
Name and title

Date 6/20/2014
EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS

Section 8 Contract Number: TX16L0000017
FHA Project Number (if applicable): N/A
Effective Date of the Rent Increase (if applicable): 3/1/14
UA Effective 10/1/13

<table>
<thead>
<tr>
<th>Number of Contract Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
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<tr>
<td>40</td>
<td>1 BR</td>
<td>$646</td>
<td>$65</td>
<td>$711</td>
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<tr>
<td>64</td>
<td>2 BR</td>
<td>$683</td>
<td>$85</td>
<td>$768</td>
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<td>64</td>
<td>3 BR</td>
<td>$777</td>
<td>$105</td>
<td>$882</td>
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</tbody>
</table>

NOTE:
This Exhibit will be amended by contract administrator notice to the owner to specify adjusted contract rent amounts as determined by the contract administrator in accordance with section 6b(3) of the Renewal Contract.

Comments:
INSTRUCTIONS FOR PREPARATION OF RENEWAL CONTRACT

The following instructions are not part of the Renewal Contract.
Endnote numbers are keyed to references in the text of the Renewal Contract.

1 This form of Renewal Contract is only to be used to renew an expiring Section 8 project-based HAP contract for a Section 8 project whose rents are increased to market under the HUD Mark-Up-to-Market Option. The Renewal Contract shall be entered in accordance with Section 524 of MAHRA and HUD requirements. Section 2 of the Renewal Contract specifies the contract term.

2 To prepare the Renewal Contract for execution by the parties, fill out all contract information in section 1 and section 2.

3 Enter a description of the housing that will be covered by the Renewal Contract. The description must clearly identify the housing by providing the address or other description of project location, and any other information necessary to clearly designate the covered housing.

If necessary, attach an exhibit with a site plan or other descriptive information. Enter a reference to the attached exhibit.

4 Enter the name of the contract administrator that executes the Renewal Contract. If HUD is the contract administrator, enter "United States of America - Department of Housing and Urban Development (HUD)". If the contract administrator is a public housing agency (PHA), enter the full name of the PHA.

5 The Renewal Contract must be entered before expiration of the Expiring Contract. Enter the date of the first day after expiration of the term of the Expiring Contract.

6 Enter a whole number of five or more years.

7 Enter the amount of funding obligated.

8 Enter a whole number of months.
EXHIBIT B

DISTRIBUTION LIMITATIONS

FOR PROJECT NOT SUBJECT TO DISTRIBUTION LIMITATIONS:

If the project is not subject to any limitations on distribution of project funds, either pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, neither HUD nor the PHA may impose any additional limitations on distribution of project funds during the term of the Renewal Contract.

FOR PROJECT SUBJECT TO DISTRIBUTION LIMITATIONS:

If the project is subject to any limitations on distribution of project funds pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, such limitations on distribution shall continue to be applicable during the term of the Renewal Contract, provided that the owner may take an increased distribution as calculated and approved by HUD in accordance with Chapter Three of the Section 8 Renewal Policy Guidance for Renewal of Project-Based Section 8 Contracts, Issued January, 2001 (the "Guidebook").

However, owners of Section 8 properties must maintain the property in good condition, as demonstrated by a REAC score of 60 or higher, in order to take increased distributions.

The owner shall comply with the distribution limitations. The maximum distribution to the owner shall be equal to the total of:

1. The limited distribution permitted pursuant to the FHA Regulatory agreement or the Expiring Contract, plus

2. Any increased distribution as approved by HUD in accordance with the Guidebook.
NOTIFICATION OF SECTION 8 CONTRACT
RENTS AND FUNDING

For:  □ Initial Renewal  □ Subsequent Renewal  □ Amend Rent/BA Only

Section 8 Contract Number:  TX16L000017  Expires on:  12/31/2031

Owner Name:  Fort Worth Pilgrim Valley Manor, LP

Project Name:  Valley at Cobb Park

Project Location:  1701 East Robert Street, Fort Worth, TX 76104

FHA Project No.:  N/A

Section 8 Number:  TX16L000017  Rent Effective Date:  3/1/2014

FUNDING

BUDGET AUTHORITY INCREASE:  $0

Contract/Renewal Effective Date:  3/1/2014  Expiration Date:  2/28/2034

Ann Gass
(Signature)

Ann Gass
(Printed Name)

Director of Contracts
(Official Title)

6/24/14
(Date)
Exhibit D
Sherman Plaza – Project Based Section 8 Housing Assistance Payments Contract and Voucher Housing Assistance Payments Contract for 100% of the Units (194 Total Units)
### DEVELOPMENT IDENTIFICATION

<table>
<thead>
<tr>
<th>TDHCA Application #:</th>
<th>18428</th>
<th>Program(s):</th>
<th>4% HTC</th>
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<tbody>
<tr>
<td><strong>Sherman Plaza South</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address/Location:</td>
<td>4528 Blanco Ave. and 110 Barcelona</td>
<td>City:</td>
<td>El Paso</td>
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<tr>
<td>Population:</td>
<td>General</td>
<td>Program Set-Aside:</td>
<td>General</td>
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<td>Activity:</td>
<td>Acquisition/Rehab</td>
<td>Building Type:</td>
<td>Garden/Townhome</td>
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<td>Analysis Purpose:</td>
<td>New Application - Initial Underwriting</td>
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### ALLOCATION

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<tr>
<th>TDHCA Program</th>
<th>REQUEST</th>
<th>RECOMMENDATION</th>
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<tr>
<td>LHTC (4% Credit)</td>
<td>Amount: $1,195,999</td>
<td>Interest Rate</td>
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### CONDITIONS

1. Receipt and acceptance before Determination Notice:
   - HUD approval of RAD conversion including a commitment to enter into the Housing Assistance Payment contract (or executed CHAP or similar agreement), HUD approved rents and operating budget.

2. Receipt and acceptance by Cost Certification:
   a. Architect certification that all noise assessment recommendations were implemented and the Development is compliant with HUD noise guidelines.
   b. Certification of comprehensive testing for asbestos and lead-based paint (Sherman only); that any appropriate abatement procedures were implemented by a qualified abatement company; and that any remaining asbestos-containing materials or lead-based paint are being managed in accordance with an acceptable Operations and Maintenance (O&M) program.

Should any terms of the proposed capital structure change or if there are material changes to the overall development plan or costs, the analysis must be re-evaluated and adjustment to the credit allocation and/or terms of other TDHCA funds may be warranted.

### SET-ASIDES

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<tr>
<th>TDHCA SET-ASIDES for HTC LURA</th>
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<tbody>
<tr>
<td>Income Limit</td>
</tr>
<tr>
<td>60% of AMI</td>
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</table>
### Sherman Plaza South, El Paso, 4% HTC #18428

**LOCATION DATA**
- **CITY:** El Paso
- **COUNTY:** El Paso
- **Area Median Income:** $45,300
- **PROGRAM REGION:** 13

**UNIT DISTRIBUTION**

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<th># Beds</th>
<th># Units</th>
<th>% Total</th>
<th>Assisted</th>
<th>MDL Income</th>
<th># Units</th>
<th>% Total</th>
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<tr>
<td>Eff</td>
<td>-</td>
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<tr>
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<td>194</td>
<td>-</td>
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**Type**
- **Gross Rent Type**
  - TC 60%
  - TC 60%
  - TC 60%
  - TC 60%
  - TC 60%
  - TC 60%
  - TC 60%
  - TC 60%
  - TC 60%
  - TC 60%
  - TC 60%
  - TC 60%
  - TC 60%
  - TC 60%
  - TC 60%

**Gross Rent**
- $610
- $524
- $524
- $524
- $524
- $524
- $524
- $524
- $524
- $524
- $524
- $524
- $524
- $524
- $524
- $524

**Rent Assisted Unit**
- RAD
- RAD
- RAD
- RAD
- RAD
- RAD
- RAD
- RAD
- RAD
- RAD
- RAD
- RAD
- RAD
- RAD
- RAD
- RAD

**UNIT MIX / MONTHLY RENT SCHEDULE**

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<tr>
<th>HTC</th>
<th>RENT ASSISTED UNIT</th>
<th>UNIT MIX</th>
<th>APPLICABLE PROGRAM RENT</th>
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<td># Units</td>
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<td># Baths</td>
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<td>RAD</td>
<td>$753</td>
<td>2</td>
<td>3</td>
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<tr>
<td>TC 60%</td>
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<td>2</td>
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<td>$831</td>
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<td>$1,190</td>
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**TOTALS/AVERAGES:**
- **194**
- **160,774**
- **$0**
- **$0.67**
- **$554**
- **$107,428**
- **$107,428**
- **$554**
- **$0.67**
- **$910**
- **$1.10**
- **$910**

**ANNUAL POTENTIAL GROSS RENT:**
- $1,289,136
- $1,289,136

**100% RAD / Section 8**
Part I
PBRA Housing Assistance Payments
Contract for the Conversion of Public
Housing to Project-Based Section 8
(Rental Assistance Demonstration
Component 1)

U.S. Department of Housing and
Urban Development
Office of Multifamily Housing Programs

Type of Financing at Time of Conversion:  
Conventional

Section 8 Project Number:  
TX16RD000071

FHA Project Number (if applicable):  
N/A

This contract is a housing assistance payments contract (HAP Contract) between the United States of America, acting through the Department of Housing and Urban Development (HUD), and ____________________________________________________________________________________ (Owner). The HAP Contract is subject to Notice PIH 2012-32 (HA), as revised or amended from time to time (or any successor document) ("RAD Notice"), including 24 C.F.R. Part 880 (as in effect November 5, 1979, as amended), as modified and as published in Appendix I of Notice PIH 2012-32 (HA).

1.1 Statutory Authority, Purpose of HAP Contract, and HAP Contract Terminology.


(b) **Purpose.** The purpose of the HAP Contract is to effectuate the conversion of Public Housing to a Multifamily Housing project with Project-Based Rental Assistance under section 8 of the Act.

(c) **Terminology.** Terms in the HAP Contract that are not otherwise defined herein have the definition given in the RAD Notice, including those terms defined in Appendix I of the RAD Notice setting forth 24 C.F.R. Part 880 except as struck in part. Terms that are not defined in the RAD Notice (including Appendix I) shall have the meanings given in 24 C.F.R. Part 5, which applies pursuant to 24 C.F.R. § 880.104(d). In addition, “Year of Conversion” shall mean the time from the effective date of the HAP Contract through the end of that calendar year; “First Full Year” shall mean the first full calendar year of the HAP Contract beginning the year after the calendar year of the effective date.¹

1.2 Scope; Assignability of HAP Contract; and HUD Requirements.

(a) **Scope of HAP Contract.** The HAP Contract consists of Part I, Part II, and the exhibits identified in section 1.4(d) of the HAP Contract, which are hereby incorporated into and made a part of the HAP Contract.

¹ To clarify, in cases in which a project converts in December and the effective date of the Contract is January 1, the Year of the Conversion is the calendar year starting on the effective date and the First Full Year begins the year following.
(b) **Assignability of HAP Contract.** HUD may assign the HAP Contract at any time to a public housing agency (PHA) for the purpose of PHA administration of the HAP Contract to the extent permitted under any Annual Contributions Contract (ACC) between HUD and the PHA. Unless and until HUD assigns the HAP Contract to a PHA, HUD shall be the Contract Administrator (CA) and, in that capacity, a party to the HAP Contract. Upon any assignment of the HAP Contract by HUD to a PHA, the PHA shall assume all the contractual obligations of HUD under the HAP Contract (or of any PHA to which HUD had previously assigned the HAP Contract) and shall replace HUD (or any PHA to which HUD had previously assigned the HAP Contract) as the CA and as a party to the HAP Contract during the ACC term.

(c) **HUD Requirements.** The HAP Contract shall be construed and administered in accordance with the RAD Notice. With the exception of the provisions of 24 C.F.R. Part 880 and section 8 of the Act that are identified in Appendix I and Appendix II of the RAD Notice, respectively, as inapplicable, the HAP Contract shall further be construed and administered in accordance with all statutory requirements and all HUD regulations and other requirements, including any amendments to and/or changes in statutory requirements, HUD regulations (including 24 C.F.R. Part 880), and other requirements. However, any changes in HUD requirements, except to the extent required by statute, that are inconsistent with the provisions of sections 2.5(a)(1) or 2.8 shall not be applicable.

(d) **Statutory Changes during Term.** If any statutory change during the term of the HAP Contract is inconsistent with section 2.5(a)(1) or 2.8 of the HAP Contract, and if HUD determines and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of such sections because of such statutory change, then the Contract Administrator or the Owner may terminate the HAP Contract upon notice to the other party. Notwithstanding such termination, the project shall remain subject to the RAD Use Agreement encumbering the property on which the project is located.

1.3 **Effective Date, Initial Term, and Funding For Initial Term of HAP Contract.**

(a) **Effective Date and Initial Term.** The HAP Contract begins on January 1, 2019 and shall run for an initial term of twenty (20) years.

(b) **Funding for Initial Term.**

   (1) **Funding for the Year of Conversion.** In the Year of Conversion (as defined in 1.1(c)), the HAP Contract shall be funded only from public housing amounts obligated prior to the effective date of the HAP Contract, and from any additional public housing amounts that HUD obligates in full or in part, subject to the availability of sufficient appropriations, for the remainder of the calendar year in which the HAP Contract becomes effective. Owner acknowledges that this amount for the first year may be less than the contract rent for subsequent years.

   (2) **Funding for the Remainder of the Initial Term.** Starting in the First Full Year (as defined in section 1.1(c)) and in each subsequent year in which the HAP Contract is effective, subject to the availability of sufficient appropriations, HUD will obligate funding in accordance with this HAP Contract and provide the Owner written notification of (i) the amount of such additional funding, (ii) the approximate period of time within the HAP Contract term to which it will be applied.

1.4 **Fiscal Year, Project Description, Statement of Services, and Exhibits.**

(a) **Fiscal Year.** The ending date of each Fiscal Year shall be December 31.

   (Insert March 31, June 30, September 30, or December 31, as approved by HUD.) The Fiscal Year for the project shall be the 12-month period ending on this date. However, the first Fiscal Year for the project is the period beginning with the effective date of the Contract and ending on the last day of the Fiscal Year. The project must comply with 24 CFR part 5, subpart H, as amended, revised, or modified by HUD.

(b) **Project Description** (Print or type the street address(es) and the number of units by bedroom size.).
(c) **Statement of Services, Maintenance and Utilities Provided by the Owner.**

(1) Services and Maintenance:

Residents may call the call center to generate a maintenance work order.
Residents may call the call center to report any after hour maintenance emergency.
Trash, Water & Sewer Service

(2) Equipment:

(3) Utilities:

Landlord pays water and sewer
Tenant will receive a utility allowance for electric and gas.

(4) Other:
(d) **Exhibits.** The exhibits to the HAP Contract consist of the following:

1. **Exhibit 1A:** Initial Schedule of Contract Units and Contract Rents;

2. **Exhibit 1B:** Revised Schedule of Contract Units and Contract Rents (if applicable as the result of Tenant-Paid Utility Savings);

3. **Exhibit 2:** Affirmative Fair Housing Marketing Plan; and

4. **Exhibit 3:** Addendum to the HAP Contract—Labor Standards

1.5 **Contract Rent Levels.**

(a) **Initial Contract Rent Levels.** The initial Contract Rent for each contract unit shall be as stated in Exhibit 1A, which is attached to and made a part of the HAP Contract. Initial Contract Rents do not take effect until the First Full Year (as defined in Section 1.1(c)). As of the beginning of the First Full Year, and unless the Contract Rents are revised in accordance with section 1.5(b), the Contract Rent for each bedroom size (i.e., number of bedrooms) shall be the initial Contract Rent as reflected in Exhibit 1A.

(b) **Revised Contract Rent Levels.** If applicable as the result of Tenant-Paid Utility Savings in accordance with the provision of the RAD Notice governing such savings for Project-Based Rental Assistance Conversions (i.e., Attachment 1C of the RAD Notice), or successor provision, the revised Contract Rent for each contract unit shall be as stated in Exhibit 1B, which is attached to and made a part of the HAP Contract, and which shall be adjusted annually, or continue to be adjusted annually, in the manner prescribed in section 2.8 of the HAP Contract. The revised Contract Rents shall become effective on the first day of the month following the date on which HUD approves the cost certification submitted by the Owner after completion of the Work (as defined and set forth in the RAD Conversion Commitment (RCC)).

(c) **Year of Conversion Contract Rent.** During the Year of Conversion (as defined in Section 1.1(c)), the Owner is due subsidy in the amount described in Section 1.3(b)(1). Contract Rents shall equal such subsidy amounts plus any portions payable by Families in accordance with HUD regulations.

1.6 **Contract Administrator’s Obligation to Offer to Renew and Owner’s Obligation to Accept Offers to Renew.** The Contract Administrator and the Owner acknowledge and agree that upon expiration of the initial term of the HAP Contract, and upon expiration of each renewal term of the HAP Contract, the Contract Administrator shall offer to renew the HAP Contract and the Owner shall accept each offer to renew the HAP Contract, subject to the terms and conditions applicable at the time of each offer, and further subject to the availability of appropriations for each year of each such renewal.

1.7 **Owner’s Obligation to Operate Project.** The Owner agrees to operate the project for the full initial term of the HAP Contract specified in section 1.3(a) and for each renewal term in accordance with the HAP Contract, the RAD Notice, all statutory requirements, and all HUD regulations and other requirements, including any amendments to and/or changes in statutory requirements, HUD regulations (including 24 C.F.R. Part 880), and other requirements.

1.8 **Flood Insurance Applicability.**

If the preceding box is checked, the Owner agrees that the project will be covered, during the life of the property, regardless of transfer of ownership, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.
Signature Page

Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses any writing containing any materially false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of the executive branch of the Government of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

As evidenced by the signature below of their authorized representative, the Owner and HUD hereby agree to the terms of this HAP Contract, the scope of which is set forth in section 1.2(a) of the HAP Contract.

Owner
EP SHERMAN SOUTH II, LP,
a Texas limited partnership

By: EPR3 Sherman South GP, LLC,
a Texas limited liability company,
its general partner

By: EP RAD-3 PFC,
a Texas nonprofit and public facility corporation,
its sole member

By: ______________________
Name: Gerald W. Cichon
Title: Secretary and CEO

United States of America
Secretary of Housing and Urban Development

By: CHRISTIE NEWHOUSE
Signature of authorized representative

Name of Signatory (Print or Type)

Official Title (Print or Type)

Date (mm/dd/yyyy): ________________________________
**Signature Page**

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its sole member

By: __________________________

Name: Gerald W. Cichon

Title: Secretary and CEO

---

United States of America

Secretary of Housing and Urban Development

By: __________________________

Signature of authorized representative

Name of Signatory (Print or Type)

________________________________________

Official Title (Print or Type)

________________________________________

Date (mm/dd/yyyy): __________________________
## Exhibit 1A
Initial Schedule of Contract Units and Contract Rents

<table>
<thead>
<tr>
<th>Number of Contract Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
</tr>
</thead>
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<td></td>
<td></td>
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</table>
### Exhibit 1B

Revised Schedule of Contract Units and Contract Rents (if applicable)

[after HUD-Approved Utility Allowances, as revised]

<table>
<thead>
<tr>
<th>Number of Contract Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
</tr>
</thead>
<tbody>
<tr>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Exhibit 2

Affirmative Fair Housing Marketing Plan
Placeholder for “Addendum to the HAP Contract—Labor Standards”
Addendum to the HAP Contract—Labor Standards

This addendum is used for both the Project-Based Voucher HAP Contract and the Project-Based Rental Assistance (“PBRA”) HAP Contract under the Rental Assistance Demonstration and is applicable for all construction or repair work on projects that are initiated within eighteen (18) months after the effective date of the HAP contract. For PBRA HAP Contracts, it is “Exhibit 4” to the HAP Contract.

1. HUD-FEDERAL LABOR STANDARDS PROVISIONS

The owner is responsible for inserting the entire text of section 1 of this Addendum in all construction contracts for construction or repair work on the project that is initiated within eighteen (18) months of the effective date of the HAP contract and, if the owner performs any rehabilitation work on the project, the owner must comply with all provisions of section 1. (Note: Sections 1(b) and (c) apply only when the amount of the prime contract exceeds $100,000.)

(a)(1)(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's [12514] payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforme under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321)) shall be posted at all times by the contractor and its
subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determinations or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably
anticipated in providing bona fide fringe benefits under a plan or program: Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractors under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due.

(3)(i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section l(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the
registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i), and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3801 et seq. of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4)(i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions
of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In the event the Employment and Training Administration withdraws approval of a program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR part 3 which are incorporated by reference in this Addendum.
(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in section 1(a)(1) through (11) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section 1(a).

(7) Contract Terminations; Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10)(i) Certification of Eligibility. By entering into this Addendum, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24. [12516]


11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Addendum are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Addendum to his employer.
(b) Contract Work Hours and Safety Standards Act. The provisions of this paragraph (b) are applicable only where the amount of the prime contract exceeds $ 100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

(c) Health and Safety. The provisions of this paragraph (c) are applicable only where the amount of the prime contract exceeds $ 100,000.
(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.
2. WAGE AND CLAIMS ADJUSTMENTS

The owner shall be responsible for the correction of all violations under section 1 of this Addendum, including violations committed by other contractors. In cases where there is evidence of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the owner or other contractor or a failure by the owner or other contractor to submit payrolls and related reports, the owner shall be required to place an amount in escrow, as determined by HUD sufficient to pay persons employed on the work covered by the Addendum the difference between the salaries or wages actually paid such employees for the total number of hours worked and the full amount of wages required under this Addendum, as well as an amount determined by HUD to be sufficient to satisfy any liability of the owner or other contractor for liquidated damages pursuant to section 1 of this Addendum. The amounts withheld may be disbursed by HUD for and on account of the owner or other contractor to the respective employees to whom they are due, and to the Federal Government in satisfaction of liquidated damages under section 1.

3. EVIDENCE OF UNIT(S) COMPLETION; ESCROW

(a) The owner shall evidence the completion of the unit(s) by furnishing the Contract Administrator a certification of compliance with the provisions of sections 1 and 2 of this Addendum, and that to the best of the owner's knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged violation of these provisions of the Addendum. In the event there are any such pending claims to the knowledge of the owner, the Contract Administrator, or HUD, the owner will place a sufficient amount in escrow, as directed by the Contract Administrator or HUD, to assure such payments.

(b) The escrows required under this section and section 2 of this Addendum shall be paid to HUD, as escrowee, or to an escrowee designated by HUD, and the conditions and manner of releasing and approving such escrows shall be approved by HUD.
2.1 OWNER'S WARRANTIES.

(a) **Legal Capacity.** The Owner warrants that it has the legal right to execute this HAP Contract and to lease dwelling units covered by this HAP Contract.

(b) **Condition of Property.** The Owner warrants that the rental units to be leased by the Owner under the HAP Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures) or will be in such condition no later than the date of completion of the Work (including any environmental mitigation measures), as indicated in Exhibit D to the RAD Conversion Commitment (RCC), which will be on 11/30/2020. The Owner further warrants that it will remedy any defects or omissions covered by this warranty if called to its attention within 12 months of the date of completion of Work indicated in the previous sentence.

(c) **Labor Standards.** By execution of the HAP Contract, the Owner warrants that construction or repair work on the project that is initiated within eighteen (18) months of the effective date of the HAP Contract shall be in compliance with applicable labor standards, including Davis-Bacon wage requirements as stated in Exhibit 4: Addendum to the HAP Contract – Labor Standards.

2.2 FAMILIES TO BE HOUSED; WAITING LIST; CONTRACT ADMINISTRATOR (CA) ASSISTANCE.

(a) **Families to Be Housed.** The Contract Units are to be leased by the Owner to eligible Low-Income Families (Families) for occupancy by such Families solely as private dwellings and as their principal place of residence. (See also section 2.11.)

(b) **Waiting List.** The Owner shall establish the waiting list for the project in accordance with the provisions of the RAD Notice governing the establishment of the waiting list for conversions from public housing to Section 8 Project-Based Rental Assistance (i.e., Notice PIH 2012-32 (HA), REV-2, section 1.7.C.3. or successor provision).

(c) **CA Assistance.**

   (1) The CA hereby agrees to make housing assistance payments on behalf of Families for the Contract Units, to enable the Families to lease decent, safe, and sanitary housing pursuant to section 8 of the Act.

   (2) If there is a Utility Allowance and if the Allowance exceeds the total Family contribution, the Owner shall pay the Family the amount of the excess. The CA will pay funds to the Owner in trust solely for the purpose of making this payment. Any pledge by the Owner of payments properly payable under this HAP Contract shall not be construed to include payments covered by this paragraph (c)(2). (See 24 C.F.R. § 880.501(e).)
2.3 RESIDENT PROCEDURAL RIGHTS; GRIEVANCE PROCESS. The Owner agrees to comply with the provisions of the RAD Notice governing resident procedural rights including the grievance process, for conversions from public housing to Section 8 Project-Based Rental Assistance (i.e., Notice PIH 2012-32 (HA), REV-2, section 1.7.B.6., including section 1.7.B.6.ii., or successor provision).

2.4 RESIDENT PARTICIPATION AND FUNDING. In accordance with the Attachment to the RAD Notice, captioned “PBRA: Resident Participation and Funding” (i.e., Notice PIH 2012-32 (HA), REV-2, Attachment 1B.2A or successor attachment or provision), families in projects that convert to assistance under this HAP Contract have the right to establish and operate a resident organization in accordance with 24 C.F.R. Part 245. The Attachment details all of the requirements governing Resident Participation and Funding, with which the Owner must comply.

2.5 HOUSING ASSISTANCE PAYMENTS TO OWNER.

(a) Housing Assistance Payments on Behalf of Families.

(1) Housing assistance payments shall be paid to the Owner for units under lease for occupancy by Families in accordance with the HAP Contract. The housing assistance payment will cover the difference between the Contract Rent and that portion of the rent payable by the Family as determined in accordance with the HUD-established schedules and criteria. In the Year of Conversion (as defined in Section 1.1(c)), housing assistance payments shall equal amounts funded pursuant to Section 1.3(b)(1).

(2) The amount of housing assistance payment payable on behalf of a Family and the amount of rent payable by the Family shall be subject to change by reason of changes in Family Income, Family composition, extent of exceptional medical or other unusual expenses or program rules in accordance with the HUD-established schedules and criteria; or by reason of a change in any applicable Utility Allowance approved or required by the CA. Any such change shall be effective as of the date stated in a notification of the change to the Family, which need not be at the end of the Lease Term.

(b) RAD Rehab Assistance Payments. For any unit (1) that is vacant at any time during the period of Work pursuant to the RCC; and (2) for which the Owner is not otherwise receiving housing assistance payments in accordance with section 2.5(a), 2.5(c), 2.5(d), or 2.5(e) of this HAP Contract; the Owner is entitled to receive a monthly RAD Rehab Assistance Payment calculated in accordance with the provision of the RAD Notice governing RAD Rehab Assistance Payments (i.e., Notice PIH 2012-32 (HA), REV-2, section 1.7.A.9. or successor provision), in the amount of $458 per unit, as determined by HUD; shall apply to no more than 149 units in any given month; and shall commence upon the effective date of the HAP Contract, so long as the Owner is in compliance with the approved repair schedule as provided in the RCC. All RAD Rehab Assistance Payments shall end, and the Owner will cease to be entitled to any such payments, (1) on 11/30/2020; or (2) upon actual completion of the Work, if sooner. Provided, however, during the Year of Conversion (as defined in Section 1.1(c)), any RAD Rehab Assistance Payments shall not exceed amounts funded pursuant to Section 1.3(b)(1).

(c) Vacancies During Rent-Up. If a Contract Unit is not leased as of the effective date of the HAP Contract, the Owner is entitled to housing assistance payments in the amount of 80 percent of the HAP Contract Rent for the unit for a vacancy period not exceeding 60 days from the effective date of the HAP Contract, provided that the Owner (1) commenced marketing; (2) has taken and continues to take all feasible actions to fill the vacancy, including, but not limited to, contacting applicants on its waiting list, if any, and advertising the availability of the unit in a manner specifically designed to reach eligible Families; and (3) has not rejected any eligible applicant, except for good cause acceptable to the CA. Provided, however, that during the Year of Conversion (as defined in Section 1.1(c)), payments made to the Owner equal amounts funded pursuant to Section 1.3(b)(1).

(d) Vacancies after Rent-Up. Provided that, during the Year of Conversion (as defined in Section 1.1(c)), payments made to the Owner shall not exceed amounts funded pursuant to Section 1.3(b)(1), if an eligible
Family vacates a unit, the Owner is entitled to housing assistance payments in the amount of 80 percent of the Contract Rent for the first 60 days of vacancy if the Owner:

(1) Certifies that it did not cause the vacancy by violating the lease, the HAP Contract or any applicable law or by moving a Family to another unit;

(2) Notified the CA of the vacancy or prospective vacancy and the reasons for it immediately upon learning of the vacancy or prospective vacancy;

(3) Has fulfilled and continues to fulfill the requirements specified in paragraphs (b)(1), (2), and (3) of this section; and

(4) Certifies that any eviction resulting in a vacancy was carried out in compliance with section 2.10.

(e) **Vacancies for Longer than 60 Days.** If an assisted unit continues to be vacant after the period specified in paragraph (c) or (d) of this section, the Owner may apply to receive additional payments for the vacancy period in an amount equal to the principal and interest payments required to amortize that portion of the debt service attributable to the vacant unit (see Exhibit 2) for up to 12 additional months for the unit if:

(1) The unit was in decent, safe and sanitary condition during the vacancy period for which payments are claimed;

(2) The Owner has fulfilled and continues to fulfill the requirements specified in paragraph (b) or (c) of this section, as appropriate; and

(3) The Owner has demonstrated to the satisfaction of HUD that:

   (i) For the period of vacancy, the project is not providing the Owner with revenues at least equal to project expenses (exclusive of depreciation), and the amount of payments requested is not more than the portion of the deficiency attributable to the vacant unit; and

   (ii) The project can achieve financial soundness within a reasonable time.

(f) **Prohibition of Double Compensation for Vacancies.** The Owner is not entitled to payments for vacant units to the extent it can collect for the vacancy from other sources (such as security deposits, other amounts collected from the Family, payments from the CA under section 2.9(b), and governmental payments under other programs). If the Owner collects any of the Family's share of the rent for a vacancy period in an amount which, when added to the vacancy payment, results in more than the Contract Rent, the excess must be reimbursed as HUD directs.

(g) **CA Not Obligated for Family Rent.** The CA has not assumed any obligation for the amount of rent payable by any Family or the satisfaction of any claim by the Owner against any Family other than in accordance with section 2.9(b) of this HAP Contract. The financial obligation of the CA is limited to making housing assistance payments on behalf of Families in accordance with this HAP Contract.

(h) **Owner's Monthly Requests for Payments.**

(1) The Owner shall submit monthly requests to the CA or as directed by the CA for housing assistance payments. Each request shall set forth: (i) the name of each Family and the address and/or number of the unit leased by the Family; (ii) the address and/or the number of each unit, if any, not leased to Families for which the Owner is claiming payments; (iii) the Contract Rent as set forth in Exhibit 1 for each unit for which the Owner is claiming payments; (iv) the amount of rent payable by the Family leasing the unit (or, where applicable, the amount to be paid the Family in accordance with section 2.2(c)(2)); and (v) the total amount of housing assistance payments requested by the Owner.
(2) Each of the Owner's monthly requests shall contain a certification by it that to the best of its knowledge and belief (i) the dwelling units are in decent, safe, and sanitary condition, (ii) all the other facts and data on which the request for funds is based are true and correct, (iii) the amount requested has been calculated in accordance with the provisions of this HAP Contract and is payable under the HAP Contract, (iv) none of the amount claimed has been previously claimed or paid under this HAP Contract, and (v) the Owner has not received and will not receive any payments or other consideration from the Family, the PHA (where the CA is a PHA), HUD, or any other public or private source for the unit beyond that authorized in this HAP Contract and the lease.

(3) If the Owner has received an excessive payment, the CA, in addition to any other rights to recovery, may deduct the amount from any subsequent payment or payments.

(4) The Owner's monthly requests for housing assistance payments are subject to penalty under 18 U.S.C. 1001, which provides, among other things, that whoever knowingly and willfully makes or uses any writing containing any materially false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of the executive branch of the Government of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

2.6 MAINTENANCE, OPERATION AND INSPECTION.

(a) Maintenance and Operation. The Owner agrees to maintain and operate the Contract Units, unassisted units, if any, and related facilities to provide decent, safe, and sanitary housing, including the provision of all the services, maintenance and utilities set forth in section 1.4(c), in accordance with HUD's Uniform Physical Condition Standards and inspection Requirements, currently codified in 24 C.F.R. Part 5 Subpart G, and HUD's Uniform Physical Condition Standards for Multifamily Properties, currently codified in 24 C.F.R. Part 200 Subpart P. The Owner also agrees to comply with the lead-based paint regulations at 24 C.F.R. Part 35. If the CA determines that the Owner is not meeting one or more of these obligations, the CA shall have the right to take action under section 2.21(b).

(b) Inspection.

(1) Prior to occupancy of any Contract Unit by a Family, the Owner and the Family shall inspect the unit and both shall certify that they have inspected the unit and have determined it to be decent, safe, and sanitary. The Owner shall keep copies of these reports on file for at least three years.

(2) The CA shall inspect or cause to be inspected the Contract Units and related facilities at least annually, or as otherwise directed by HUD, and at such other times (including prior to initial occupancy and rerenting of any unit) as may be necessary to ensure that the Owner is meeting its obligation to maintain the units in decent, safe, and sanitary condition including the provision of the agreed-upon utilities and other services. The CA shall take into account complaints by occupants and any other information coming to its attention in scheduling inspections and shall notify the Owner and the Family of its determination.

(c) Units Not Decent, Safe, and Sanitary.

(1) If the CA notifies the Owner that it has failed to maintain a dwelling unit in decent, safe, and sanitary condition and the Owner fails to take corrective action within the time prescribed in the notification, the CA may exercise any of its rights or remedies under the HAP Contract, including reduction or suspension of housing assistance payments, even if the Family continues to occupy the unit. If, however, the Family wishes to be rehoused in another dwelling unit with section 8 assistance and the CA does not have other section 8 funds for such purposes, the CA may use the abated housing assistance payments for the purpose of rehousing the Family in another dwelling unit. If the Family continues to occupy the unit, it will do so in accordance with the terms of its lease, including the termination date and amount of rent payable by the Family.
(2) The foregoing provision, section 2.6(c)(1), shall be construed and applied in accordance with section 2.1(b) of the HAP Contract.

(d) Notification of Abatement. Any reduction or suspension of housing assistance payments shall be effective as provided in written notification to the Owner. The Owner shall promptly notify the Family of any such abatement.

(e) Overcrowded and Underoccupied Units. Where the CA determines a unit is larger or smaller than appropriate for an eligible Family, the Owner agrees to correct the situation in accordance with HUD regulations and requirements in effect at the time of the determination.

2.7 FINANCIAL REQUIREMENTS.

(a) Submission of Financial and Operating Statements.

The Owner agrees to comply with HUD’s Uniform Financial Reporting Standards, currently codified in 24 C.F.R. Part 5 Subpart H.

(b) Use of Project Funds.

(1) Project funds must be used for the benefit of the project, to make mortgage payments, to pay operating expenses, to make required deposits to the replacement reserve in accordance with section 2.7(c) of the HAP Contract, and to provide distributions to the Owner as provided in section 2.7(b)(2) of the HAP Contract.

(2) For the life of the HAP Contract, Surplus Cash may be distributed to the Owner only at the end of each fiscal year of project operation following the effective date of the HAP Contract after all project expenses have been paid, or funds have been set aside for payment, and all reserve requirements have been met.

(c) Replacement Reserve.

(1) The Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items in accordance with the RCC.

   (i) The obligation of the Owner to deposit into the replacement reserve shall commence in accordance with the RCC. In accordance with 24 CFR 880.602(a)(1)(ii), the amount of the deposit to the replacement reserve will be adjusted each year at least by the amount of the automatic annual adjustment factor (see 24 C.F.R. Part 888) and may be increased by such additional amounts as required in connection with HUD-approved financing.

   (ii) The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. Should the reserve achieve that level, the rate of deposit to the reserve may be reduced with the approval of HUD.

   (iii) All earnings including interest on the reserve must be added to the reserve.

   (iv) Funds will be held by the mortgagee and may be drawn from the reserve account and used only in accordance with HUD guidelines and with the approval of, or as directed by, HUD.

   (v) In the event the project is not subject to any financing, funds will be held by the Owner, and may be drawn from the reserve account and used only in accordance with HUD guidelines and with the approval of, or as directed by, HUD.
(vi) The Owner shall not fund extraordinary maintenance and repair and/or replacement of capital items out of project funds without the prior written consent of HUD.

(2) In the case of HUD-insured projects, the provisions of this paragraph (c) will apply instead of the otherwise applicable mortgage insurance requirements.

2.8 RENT ADJUSTMENTS.

(a) **Operating Cost Adjustment Factor.** Contract Rents will be adjusted annually by HUD’s Operating Cost Adjustment Factor (OCAF) at each Anniversary of the HAP Contract, subject to the availability of appropriations for each year of the HAP Contract term and provided that the OCAF-adjusted rent potential shall not exceed the Maximum Rent. The Maximum Rent is equal to the greater of (i) 140% of the Fair Market Rent (FMR) potential based on the FMRs in effect at such time for the FMR area in which the project is located, less Utility Allowances; or (ii) the comparable market rent potential for the market area, as demonstrated by a Rent Comparability Study (RCS) prepared in accordance with HUD requirements and procured and paid for by the Owner. If the Maximum Rent exceeds the OCAF-adjusted rent potential, the Contract Rents shall be adjusted by the OCAF. If the OCAF-adjusted rent potential exceeds the Maximum Rent, the adjusted rents shall be limited by the Maximum Rent.

(b) **Exception to Application of Maximum Rent.** When an RCS has been used to establish the initial Contract Rents or to justify an OCAF-adjusted rent potential in excess of 140% of the Fair Market Rent potential any time during the term of the HAP Contract, for the next four annual rent adjustments, the Maximum Rent shall not apply and the Contract Rents shall be adjusted by the OCAF.

(c) **Terminology.** For purposes of this section 2.8, the term “OCAF-adjusted rent potential” means the sum of all OCAF-adjusted Contract Rents for all units under the HAP Contract; the term “Fair Market Rent potential” means the sum of all fair market rents for all units under the HAP Contract; and the term “comparable market rent potential” means the sum of all comparable market rents for all units under the HAP Contract.

2.9 MARKETING AND LEASING OF UNITS.

(a) **Compliance with Equal Opportunity Requirements.** Marketing of units and selection of Families by the Owner shall be in accordance with the Owner’s HUD-approved Affirmative Fair Housing Marketing Plan (Exhibit 3 to this HAP Contract) and with all regulations relating to fair housing advertising. Projects shall be managed and operated without regard to race, color, religion, sex, disability, familial status or national origin.

(b) **Security Deposits.** The Owner agrees to comply with applicable section 8 regulations and other requirements, as revised from time to time, regarding security deposits and to comply with all State and local law.

(c) **Eligibility, Selection and Admission of Families.**

(1) The Owner shall be responsible for determination of eligibility of applicants, selection of Families from among those determined to be eligible, computation of the amount of housing assistance payments on behalf of each selected Family and of total Family contributions and recordkeeping in accordance with applicable HUD regulations and requirements.

(2) The Owner shall not charge any applicant or assisted Family any amount in excess of the total Family contribution except as authorized by HUD.

(3) Except for initial residents at the time of conversion, in the renting of the Contract Units, the Owner must comply with the income eligibility requirements of section 16(c)(1) of the Act [42 U.S.C. § 1437n(c)(1)] and 24 C.F.R. § 5.653(d)(1). The Owner must further comply with the income targeting requirements of section 16(c)(3) of the Act [42 U.S.C. § 1437n(c)(3)] and 24 C.F.R. § 5.653(c). Sections 16(c)(4) – (6) of the Act [42 U.S.C. § 1437n(c)(4) – (6)] shall also apply.

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(4) The Lease entered into between the Owner and each selected Family shall be on the form of Lease approved by HUD.

(5) (i) The Owner shall make a reexamination of Family income, composition, and the extent of medical or other unusual expenses incurred by the Family at least as often as required by HUD regulations or other requirements, and appropriate redeterminations shall be made by the Owner of the amount of Family contribution and the amount of housing assistance payment, all in accordance with applicable HUD regulations and requirements.

(ii) If a Family reports a change in income or other circumstances that would result in a decrease of total Family contribution between regularly scheduled reexaminations, the Owner, upon receipt of verification of the change, must promptly make appropriate adjustments in the total Family contribution. The Owner may require in its lease that Families report increases in income or other changes between scheduled reexaminations.

(iii) A Family's eligibility for housing assistance payments continues until the total Family contribution equals the total housing expense for the unit it occupies. The termination of eligibility at this point will not affect the Family's other rights under the lease nor preclude resumption of payments as a result of later changes in income or other circumstances during the term of this HAP Contract.

(6) Where fewer than 100 percent of the units in the project are covered by this HAP Contract, assisted Families shall be dispersed throughout. At initial rent-up, the Owner shall lease the units identified in Exhibit 1 to eligible Families. Thereafter, the Owner may lease other units of appropriate size and type to eligible Families in accordance with Exhibit 1.

(7) The Owner shall maintain as confidential all information relating to section 8 applicants and assisted Families, the disclosure of which would constitute an unwarranted invasion of personal privacy.

(8) The project's Affirmative Fair Housing Marketing Plan (Exhibit 3) including any admissions preferences for which applicable guidance or regulations require prior HUD approval (e.g., residency preferences, marketing and outreach policies and strategies) must be approved by HUD before they are implemented.

(d) **Rent Redetermination after Adjustment in Utility Allowance.** In the event that the Owner is notified of a CA determination approving or requiring an adjustment in the Utility Allowance applicable to any of the Contract Units, the Owner shall promptly make a corresponding adjustment in the amount of rent to be paid by the affected Families and the amount of housing assistance payments.

(e) **Processing of Applications and Complaints.** The Owner shall process applications for admission, notifications to applicants, and complaints by applicants in accordance with applicable HUD and PHA regulations (where the CA is a PHA), and requirements and shall maintain records and furnish such copies or other information as may be required by HUD or the PHA.

(f) **Review: Incorrect Payments.** In making housing assistance payments to Owners, the PHA (where the CA is a PHA) or HUD will review the Owner's determinations under this section. If, as a result of this review, or other reviews, audits or information received by the PHA or HUD at any time, it is determined that the Owner has received improper or excessive housing assistance payments, the PHA or HUD shall have the right to deduct the amount of such overpayments from any amounts otherwise due the Owner, or otherwise effect recovery.

2.10 **Termination of Tenancy or Section 8 Assistance by the Owner.** The Owner agrees not to terminate any tenancy of or assistance on behalf of an assisted Family except in accordance with all HUD regulations and other requirements in effect at the time of the termination, including the provisions of the RAD Notice governing termination notification (i.e., Notice PIH 2012-32 (HA), REV-2, section 1.7.B.6.i. or successor provision), and any State and local law.
2.11 Reduction of Number of Units for Failure to Lease to Eligible Families.

(a) **Limitation on Leasing to Ineligible Families.** The Owner may not at any time during the term of this HAP Contract lease more than 10 percent of the assisted units in the project to families which are ineligible under section 8 requirements at initial occupancy without the prior written approval of HUD. Failure on the part of the Owner to comply with this prohibition is a violation of the HAP Contract and grounds for all available legal remedies, including specific performance of the HAP Contract, suspension or debarment from HUD programs and reduction of the number of units under the HAP Contract, as set forth in paragraph (b) of this section. (See also section 2.21.)

(b) **Reduction for Failure to Lease to Eligible Families.** If, at any time beginning six months after the effective date of the HAP Contract, the Owner fails for a continuous period of six months to have at least 90 percent of the assisted units leased or available for leasing by Families eligible under section 8 requirements at initial occupancy, HUD (or the PHA at the direction of HUD, as appropriate) may, on at least 30 days' notice, reduce the number of units covered by the HAP Contract. HUD or the PHA may reduce the number of units to the number of units actually leased or available for leasing plus 10 percent (rounded up). This reduction, however, will not be made if the failure to lease units to eligible Families is permitted in writing by HUD under paragraph (a) of this section.

(c) **Restoration.** HUD will agree to an amendment of the ACC or the HAP Contract, as appropriate, to provide for subsequent restoration of any reduction made pursuant to paragraph (b) of this section if:

1. HUD determines that the restoration is justified by demand,
2. The Owner otherwise has a record of compliance with its obligations under the HAP Contract, and
3. Sufficient appropriations are available to support the funding of the units to be restored.

2.12 NONDISCRIMINATION.

(a) **General.** The Owner shall operate the project in a manner consistent with all applicable nondiscrimination, equal opportunity, and equal access requirements, including but not limited to the requirements in this section 2.12 of the HAP Contract.

(b) **Equal Access Rule.** The Owner shall make residential housing in the project available without regard to sexual orientation, gender identification, or marital status in accordance with 24 C.F.R. 5.105(a)(2).

(c) **The Fair Housing Act.** The Owner shall comply with all applicable requirements imposed by the Fair Housing Act and HUD’s implementing regulations at 24 C.F.R. Parts 100, 108, 110, 121, and 200 which, among other requirements, prohibit discrimination in the sale, rental, financing, and advertising of housing on the basis of race, color, national origin, religion, sex, disability, and familial status, and require the Owner to affirmatively further fair housing in the operation of the project.

(d) **Title VI of the Civil Rights Act of 1964 and Executive Order 11063.** The Owner shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d. et seq.; the HUD Regulations issued thereunder, 24 C.F.R. Part 1; the HUD requirements pursuant to these regulations; and Executive Order 11063 and the regulations and requirements issued thereunder at 24 C.F.R. Part 107 to the end that, in accordance with that Act, Executive Order 11063, and the regulations and requirements of HUD, no person in the United States shall, on the grounds of race, color, religion (creed), sex, or national origin, be excluded from participation in, or be denied the benefits of, the Section 8 Program, or be otherwise subjected to discrimination. This provision is included pursuant to HUD’s implementing regulations for Title VI at 24 C.F.R. Part 1, the implementing regulations for Executive Order 11063 at 24 C.F.R. Part 107, and the HUD requirements pursuant to the regulations. The obligation of the Owner to comply therewith inures to the benefit of the United States of America, HUD, and the PHA (where the CA is a PHA), any of which
shall be entitled to invoke any remedies available by law to redress any breach or to compel compliance by the Owner.

(e) **Section 504 of the Rehabilitation Act of 1973 and Other Accessibility Requirements.** The Owner shall comply with all the requirements imposed by section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 et seq., and HUD regulations issued thereunder at 24 C.F.R. Part 8. Section 504 applies design standards on housing that receives Federal financial assistance and, more generally, provides that no qualified individual with a disability shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance. Accordingly, the Owner (1) shall not discriminate against any qualified individual with a disability on the basis of disability, and (2) shall cause to be incorporated into all contracts executed in connection with this project a provision requiring compliance with rules and regulations issued pursuant to section 504. The Owner shall comply, as applicable, with accessible design and operations requirements under the Fair Housing Act and implementing regulations at 24 C.F.R. Parts 35 and 36, respectively.

(f) **Section 3 of the Housing and Urban Development Act of 1968.** Section 3 and its implementing regulations at 24 CFR Part 135 ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low-and very low-income persons. The Owner shall comply with Section 3, in accordance with 24 CFR Part 135, as applicable.

(g) **Employees of Owner.**

(1) In carrying out the obligations under this HAP Contract, the Owner will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, disability, familial status, or national origin. The Owner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, creed, religion, sex, disability, familial status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Owner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscrimination clause. The Owner will in all solicitations or advertisements for employees placed by or on behalf of the Owner state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, disability, familial status, or national origin. The Owner will incorporate the foregoing requirements of this paragraph in all of its contracts for project work, except contracts for standard commercial supplies or raw materials, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for project work.

(h) **Age Discrimination Act of 1975.** The Owner shall comply with any rules and regulations issued or adopted by HUD under the Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq. at 24 C.F.R. Part 146, which prohibits discrimination on the basis of age in programs and activities receiving Federal financial assistance.

2.13 **COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS.** The Owner and the PHA (where the CA is a PHA) agree to cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to or permitted by all applicable civil rights statutes, Executive Orders, and rules and regulations.

2.14 **PROPERTY AND LIABILITY INSURANCE.** The Owner agrees that the project shall be covered at all times by commercially available property and liability insurance to protect the project from financial loss. To the
extent insurance proceeds permit, and as determined feasible by any first mortgage lender (determination of infeasibility shall be subject to HUD approval), the Owner agrees to promptly restore, reconstruct, and/or repair any damaged or destroyed property of a project.

2.15 FLOOD INSURANCE. (See section 1.8 of the HAP Contract for applicability.) The Owner agrees that the project will be covered, during the life of the property, regardless of transfer of ownership, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

2.16 REPORTS AND ACCESS TO PREMISES AND RECORDS.

(a) The Owner shall furnish any information and reports pertinent to this HAP Contract as reasonably may be required from time to time by HUD and the PHA (where the CA is a PHA).

(b) The Owner shall permit HUD and the PHA (where the CA is a PHA) or any of their duly authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner that are pertinent to compliance with this HAP Contract, including the verification of information pertinent to the housing assistance payments.

2.17 DISPUTES.

(a) Projects for which a PHA is the CA.

(1) Any dispute concerning a question of fact arising under this HAP Contract which cannot be resolved by the PHA (where the CA is a PHA) and the Owner may be submitted by either party to the HUD Field Office, which will promptly make a decision and furnish a written copy to the Owner and the PHA.

(2) The decision of the Field Office will not be reviewable unless, within 30 calendar days from the date of receipt of the Field Office's determination, either party mails or otherwise furnishes to HUD a written appeal with written justification addressed to the Secretary of Housing and Urban Development. Both parties shall proceed diligently with the performance of the HAP Contract and in accordance with the decision of the Field Office pending resolution of the appeal.

(b) Projects for which HUD is the CA. Any dispute concerning a question of fact arising under this HAP Contract which cannot be resolved by agreement between the HUD Field Office and the Owner may be submitted by the Owner to the Secretary of Housing and Urban Development. Both parties shall proceed diligently with the performance of the HAP Contract and in accordance with the decision of the Field Office, pending resolution of the appeal.

2.18 INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF PHA, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS.

(a) No person or entity in the following clauses shall have an interest, direct or indirect, in this HAP Contract or in any proceeds or benefits arising from it, during his or her tenure or for one year thereafter.

(1) any member or officer of the PHA (where it is the CA or the Owner), except where his or her interest is as a tenant;

(2) (i) any employee of the PHA (where it is the CA or the Owner) who formulates policy or influences decisions with respect to the section 8 project;

(ii) any other employee of the PHA (where it is the CA or the Owner), except where his or her interest is as a tenant;
(3) any member of the governing body or the executive officer of the locality (city or county) in which the project is situated;

(4) any member of the governing body or executive officer of the locality (city or county) in which the PHA (where it is the CA or the Owner) was activated;

(5) any other State or local public official (including State legislators), who exercise any functions or responsibilities with respect to the section 8 project;

(6) any PHA (which is not the CA), where any of its members, officers, or employees has a personal interest in the project, including an interest by reason of membership on the board of the PHA which is the CA (except an employee who does not formulate policy or influence decisions with respect to the section 8 project may have an interest as a tenant).

(b) Members of the classes described in paragraph (a) who involuntarily acquire an interest in the section 8 program or in a section 8 project, or who had acquired prior to the beginning of their tenure any such interest, must disclose any interest or perspective interest to the PHA (where it is the CA or the Owner) and the HUD Field Office, and may, with appropriate justification, if consistent with State law, apply to the HUD Field Office (through the PHA where it is the CA) for a waiver. Any other requests for waivers of paragraph (a) must be referred to HUD Headquarters, with appropriate recommendations from the Field Office, for a determination of whether a waiver will be granted.

(c) No person to whom a waiver is granted shall be permitted (in his or her capacity as member of a class described in paragraph (a)) to exercise responsibilities or functions with respect to a HAP Contract executed, or to be executed, on his or her behalf, or with respect to a HAP Contract to which this person is a party.

(d) The Owner shall insert in all contracts, subcontracts, and arrangements entered into in connection with the project or any property included or planned to be included in the project, and shall require its contractors and subcontractors to insert in each of the subcontracts, the provisions of paragraphs (a) through (d).

(e) The provisions of paragraphs (a) through (d) of this section shall not apply to a utility service if the rates are fixed or controlled by a governmental agency or applicable to the Depositary Agreement.

2.19 INTEREST OF MEMBER OR DELEGATE TO CONGRESS. No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this HAP Contract or to any benefits which may arise from it.

2.20 ASSIGNMENT, SALE, FORECLOSURE, OR DEED IN LIEU OF FORECLOSURE.

(a) Except as permitted in sections 2.24 and 2.25 of this HAP Contract, the Owner agrees that it has not made and will not make any sale, assignment, or conveyance or transfer in any fashion of this HAP Contract or the project, or of any part of the HAP Contract or the project, or any of the Owner’s interest in the HAP Contract or the project, without the prior written consent of HUD.

(b) The Owner agrees to notify HUD (and the PHA where it is the CA) promptly of any proposed action covered by paragraph (a) of this section. The Owner further agrees to request the prior written consent of HUD for any such proposed action.

(c) The Owner agrees that HUD may condition any prior written consent required under section 2.20(a) of this HAP Contract on any reasonable requirements related to the effective administration of the HAP Contract, as determined by HUD.

(d) For purposes of this section, a sale, assignment, conveyance, or transfer includes but is not limited to one or more of the following:
(i) A transfer by the Owner, in whole or in part,

(ii) A transfer by a party having a controlling interest in the Owner,

(iii) Transfers by more than one party of interests aggregating a controlling interest in the Owner, and

(iv) The creation of any lien, including pursuant to any refinancing, or any restructuring of permanent debt by the Owner of the project, including any loan modification, except to such extent permitted pursuant to the Use Agreement entered into in connection with this project.

(e) If such assignment is made in connection with any HUD-approved financing for the project, including without limitation low-income housing tax credits, subject to the provisions of 2.25, HUD hereby consents to:

(1) an assignment by the Owner of an interest in the project or in this HAP Contract to one of its members, partners or shareholders; or

(2) an assignment by the general partner or managing member of Owner of its interest to a limited partner or other member of Owner, respectively.

(f) The term "controlling interest" means the interest of any general partner, managing member, or other organization or entity that controls the day-to-day operations of the Owner.

(g) Limited consent to collateral assignment of this HAP Contract is provided in section 2.24.

(h) The Owner and the party signing this HAP Contract on behalf of the Owner represent that they have the authority of all of the parties having ownership interests in the Owner to agree to this provision on their behalf and to bind them with respect to it.

(i) Except where otherwise approved by HUD, this HAP Contract, and the ACC (if applicable) shall continue in effect and housing assistance payments will continue in accordance with the terms of the HAP Contract in the event:

(1) Of assignment, sale, or other disposition of the project or this HAP Contract, or the ACC,

(2) Of foreclosure, including foreclosure by HUD,

(3) Of assignment of the mortgage or deed in lieu of foreclosure,

(4) The PHA or HUD takes over possession, operation or ownership,

(5) The Owner prepays the mortgage.

2.21 DEFAULTS BY PHA (if a PHA is the CA) AND/OR OWNER.

(a) Rights of Owner if PHA (where the CA is a PHA) Defaults under HAP Contract.

(1) Events of Default. The occurrence of any of the following events, if the Owner is not in default, is defined as a default under the ACC:

(i) If the PHA (where the CA is a PHA) fails to perform or observe any term or condition of this HAP Contract;

(ii) If the HAP Contract is held to be void, voidable, or ultra vires;

(iii) If the power or right of the PHA (where the CA is a PHA) to enter into the HAP Contract is drawn into question in any legal proceeding; or
(iv) If the PHA (where the CA is a PHA) asserts or claims that the HAP Contract is not binding upon the PHA for any such reason.

(2) **Owner Request for HUD Determination of Default.** If the Owner believes that an event as specified in paragraph (a)(1) has occurred, and the Owner is not in default, the Owner may, within 30 days of the initial occurrence of the event:

(i) Notify HUD of the occurrence of the event;

(ii) Provide supporting evidence of the default and of the fact that the Owner is not in default; and

(iii) Request HUD to determine whether there has been a default.

(3) **HUD Determination of Default and Curing of Default.** HUD, after notice to the PHA (where the CA is a PHA) giving it a reasonable opportunity to take corrective action, or to demonstrate that it is not in default, shall make a determination whether the PHA is in default and whether the Owner is not in default. If HUD determines that the PHA is in default and that the Owner is not, HUD shall take appropriate action to require the PHA to cure the default. If necessary for the prompt continuation of the project, HUD shall assume the PHA's rights and obligations under the HAP Contract, including any funds. HUD shall continue to pay annual contributions with respect to the units covered by this HAP Contract in accordance with the ACC and this HAP Contract until reassigned to the PHA. All rights and obligations of the PHA assumed by HUD will be returned as constituted at the time of the return: (i) when HUD is satisfied that all defaults have been cured and that the project will thereafter be administered in accordance with all applicable requirements, or (ii) when the HAP Contract is at an end, whichever occurs sooner.

(4) **Enforcement by Owner.** The provisions of this paragraph (a) are made for the benefit of the Owner, the lender, the PHA where it is the lender and then only in its capacity as lender, and the Owner's other assignees, if any, who have been specifically approved by HUD prior to the assignment. These provisions shall be enforceable by these parties against HUD by suit at law or in equity.

(b) **Rights of PHA (where the CA is a PHA) and HUD if Owner Defaults under HAP Contract.**

(1) **Events of Default.** A default by the Owner under this HAP Contract shall result if:

(i) The Owner has violated or failed to comply with any provision of, or obligation under, this HAP Contract or of any Lease, including failure to correct any deficiencies identified by the CA in connection with any annual or other inspection; or

(ii) The Owner has asserted or demonstrated an intention not to perform some or all of its obligations under this HAP Contract or under any Lease; or

(iii) For projects with mortgages insured by HUD or loans made by HUD, the Owner has violated or failed to comply with the regulations for the applicable insurance or loan program, with the insured mortgage, or with the regulatory agreement; or the Owner has filed any false statement or misrepresentation with HUD in connection with the mortgage insurance or loan.

(2) **CA Determination of Default.** Upon a determination by the CA that a default has occurred, the CA shall notify the Owner and the lender, with a copy to HUD (where the CA is a PHA), of

(i) The nature of the default;

(ii) The actions required to be taken and the remedies to be applied on account of the default (including actions by the Owner and/or the lender to cure the default); and
(iii) The time within which the Owner and/or the lender shall respond with a showing that all the required actions have been taken.

If the Owner and/or lender fail to respond or take action to the satisfaction of the CA (and HUD, where the CA is a PHA), the CA shall have the right to take corrective action to achieve compliance in accordance with paragraph (b)(3), or to terminate this HAP Contract with HUD approval (where the CA is a PHA), in whole or in part, or to take other corrective action to achieve compliance in the CA’s discretion, or as directed by HUD (where the CA is a PHA).

(3) Corrective Actions. Pursuant to paragraph (b)(2) of this section, the CA, in its discretion or as directed by HUD (where the CA is a PHA), may take the following corrective actions either directly or in conjunction with or acting through a PHA:

(i) Take possession of the project, bring any action necessary to enforce any rights of the Owner growing out of the project operation, and operate the project in accordance with the terms of this HAP Contract until such time as HUD determines that the Owner is again in a position to operate the project in accordance with this HAP Contract. If the CA takes possession, housing assistance payments shall continue in accordance with the HAP Contract.

(ii) Collect all rents and charges in connection with the operation of the project and use these funds to pay the necessary expenses of preserving the property and operating the project and to pay the Owner's obligations under the note and mortgage or other loan documents.

(iii) Apply to any court, State or Federal, for specific performance of this HAP Contract, for an injunction against any violation of the HAP Contract, for the appointment of a receiver to take over and operate the project in accordance with the HAP Contract, or for such other relief as may be appropriate. These remedies are appropriate since the injury to the PHA (where the CA is a PHA) and/or HUD arising from a default under any of the terms of this HAP Contract could be irreparable and the amount of damage would be difficult to ascertain.

(iv) Reduce or suspend housing assistance payments.

(v) Recover any overpayments.

(4) HUD Rights.

(i) Notwithstanding any other provisions of this HAP Contract, in the event HUD determines that the Owner is in default of its obligations under the HAP Contract, HUD shall have the right, after notice to the Owner, the trustee, if any, and the PHA (where the CA is a PHA) giving them a reasonable opportunity to take corrective action, to proceed in accordance with paragraph (b)(3).

(ii) In the event HUD takes any action under this section, the Owner and the PHA hereby expressly agree to recognize the rights of HUD to the same extent as if the action were taken by the PHA. HUD shall not have the right to terminate the HAP Contract except by proceeding in accordance with paragraphs (b)(1), (2), and (3) of this section and with the ACC.

(c) Remedies Not Exclusive and Non-Waiver of Remedies. The availability of any remedy under this HAP Contract or the ACC, where applicable, shall not preclude the exercise of any other remedy under this HAP Contract or the ACC or under any provisions of law, nor shall any action taken in the exercise of any remedy be considered a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

2.22 EXCLUSION OF THIRD PARTY RIGHTS.
(a) A Family that is eligible for housing assistance under the HAP Contract is not a party to or a third party beneficiary of the HAP Contract.

(b) Nothing in the HAP Contract shall be construed as creating any right of any third party to enforce any provision of the HAP Contract, or to assert any claim against HUD or the PHA (where the CA is a PHA), under the HAP Contract.

2.23 **NO AGENCY RELATIONSHIP BETWEEN HUD AND THE PHA (WHERE THE CA IS A PHA).** If the CA is a PHA under ACC with HUD, the PHA is not the agent of HUD, and the HAP Contract does not create any relationship between HUD and any suppliers, employees, contractors, or subcontractors used by the PHA to carry out functions or responsibilities in connection with administration of the HAP Contract under the ACC.

2.24 **LENDER PROVISIONS.** Notwithstanding anything else in this HAP Contract:

(a) The holder of any HUD-approved mortgage encumbering the property on which the project is located may take action against the Owner and the project that results in the holder of the mortgage or its designee (either referred to herein as “Lender Temporary Custodian”) coming into ownership of the project or assuming the role of “Owner” under this HAP Contract. Transfer of the project or the HAP Contract from the Owner is grounds for termination of the HAP Contract assistance unless otherwise approved by HUD. HUD hereby consents to a collateral assignment of this HAP Contract to any Lender Temporary Custodian and pre-approves any Lender Temporary Custodian as a temporary custodian of the project and as a new “Owner” pursuant to this HAP Contract, and continued assistance to the project pursuant to this HAP Contract, subject to the following conditions:

1. HUD must receive thirty (30) days prior written notice of the transfer of the project to the Lender Temporary Custodian and the form of the documents necessary to effect such transfer.

2. In connection with the transfer, Lender Temporary Custodian must execute and deliver to HUD an assumption of the HAP Contract, in such form as acceptable to HUD.

3. Such approval and consent to continue assistance pursuant to this HAP Contract is expressly limited to a period of only 90 days that commences the date of such transfer of the project, provided that HUD in its sole discretion may extend such 90-day period by an additional 30 days, or for so long as HUD deems reasonably necessary for Lender to find a permanent replacement owner. Consistent with Public Law 112-55, in the event that the Lender Temporary Custodian assumes the role of “Owner” under the HAP Contract, the Lender Temporary Custodian shall use such interim period to identify a proposed permanent Owner determined by HUD to be capable of abiding by the HAP Contract, Use Agreement, and any and all applicable RAD program requirements. The provision of housing assistance payments to any proposed permanent replacement Owner is subject to HUD’s consent.

4. Prior to a transfer of the project to a Lender Temporary Custodian, HUD may at any time by written notice to a Lender Temporary Custodian revoke the approvals given herein if HUD becomes aware of any conditions or circumstances (by way of illustration and not limitation, such conditions or circumstances may include debarment, suspension or limited denial of participation) that would disqualify or compromise the ability of Lender Temporary Custodian from acting as an interim custodian of the project pursuant to the HAP Contract.

2.25 **LOW-INCOME HOUSING TAX CREDIT PROVISIONS.** Notwithstanding anything else in the HAP Contract:

(a) **Notice.** As long as the equity investor identified below (“Equity Investor”) is a partner or member of Owner, HUD shall endeavor as a courtesy to Equity Investor to deliver to Equity Investor a copy of any notice of default that is delivered to Owner under the terms of the HAP Contract, Use Agreement or RCC. Equity Investor’s address for such notice purposes is:
(b) **Right to Cure**. Any cure of any default by Owner under the HAP Contract, Use Agreement or RCC offered by Equity Investor shall be treated the same as if offered by Owner.

(c) **Transfer of Investor Members/Partners**. Equity Investor, and each successor member or partner in Owner, may transfer its interest in the Owner without prior written consent of HUD if:

1. HUD receives prior written notice of such transfer; and  
2. HUD receives executed copies of any and all documents necessary to effect such transfer, including any and all amendments to Owner’s organizational documents.

(d) **Removal of General Partner/Managing Member**.

1. HUD has pre-approved the replacement of the Owner’s general partner or managing member with an affiliate of Equity Investor, or any successor equity investor (“Interim Replacement GP/MM”) as a temporary replacement general partner/managing member of Owner, in the event Owner’s general partner or managing member is removed for cause in accordance with Owner’s organizational documents.

2. Interim Replacement GP/MM may remove Owner’s general partner or managing member in accordance with the Owner’s organizational documents without further written consent from HUD and HUD shall continue assistance to the project in accordance with the HAP Contract, provided that Interim Replacement GP/MM provide HUD with prior written notice of such replacement and HUD receives executed copies of any and all documents necessary to effect such replacement.

3. Such approval of such Interim Replacement GP/MM is expressly limited to a period of only 90 days that commences the date of such removal, provided that HUD in its sole discretion may extend such 90-day period by an additional 30 days, or for so long as HUD deems reasonably necessary to provide for a permanent replacement of the general partner or managing member. After such interim period, any proposed permanent replacement for the Owner’s general partner or managing member is subject to HUD’s consent.

4. HUD may at any time by written notice to Equity Investor or any successor revoke the approvals given herein if HUD becomes aware of any conditions or circumstances that would disqualify or compromise the ability of Interim Replacement GP/MM from acting as an interim general partner/managing member pursuant to this HAP Contract.
This housing assistance payments (HAP) contract is entered into between:

____________________________________________________   (PHA) and
____________________________________________________   (owner).

The HAP contract consists of Part 1, Part 2 and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND THE NUMBER AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.
EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITIES SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

ADDITIONAL EXHIBITS

d. Single-Stage and Multi-Stage Contracts (Check the applicable box.)

1. ☒ Single-Stage Project

This is a single-stage project.

For all contract units, the effective date of the HAP contract is: January 1, 2019.

The PHA enters the effective date, and executes the HAP contract, after completion and PHA acceptance of all units in the single stage project.

2. ☐ Multi-Stage Project

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the “Execution of HAP contract for contract units completed in stages” (starting on page 8).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage. (See 24 CFR 983.206(c).)
e. **Term of the HAP contract**

1. **Beginning of Term**

   The PHA may not enter into a HAP contract for any contract unit until the PHA has determined that the unit complies with the housing quality standards. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

2. **Length of initial term**

   a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is: 20 years.

   b. The initial term of the HAP contract for any unit may not be less than one year, nor more than fifteen years.

3. **Extension of term**

   The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements.

   A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. **Requirement for sufficient appropriated funding**

   a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA’s annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.

   b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.
f. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH f.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.

b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant’s security deposit). Any vacancy payment may only cover the period the unit remains vacant.

c. The PHA may only make vacancy payments to the owner if:

1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner’s knowledge and belief);

2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;

3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.

e. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.

f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

3. **PHA is not responsible for family damage or debt to owner**

Except as provided in this paragraph f (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

**g. Income-mixing requirement**

1. Except as provided in paragraphs g.2 and 3, the PHA will not make housing assistance payments under the HAP contract for more than 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term “project” means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.

2. The limitation in paragraph g.1 does not apply to single-family buildings.

3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 percent limitation under paragraph g.1, the PHA shall give preference to elderly or disabled families, or to families receiving supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.

4. The PHA and owner must comply with all HUD requirements regarding income mixing.
5. The following specifies the number of contract units (if any):
   a. Designated for occupancy by disabled families;
   b. Designated for occupancy by elderly families;
   c. Designated for occupancy by elderly or disabled families; or
   d. Designated for occupancy by families receiving supportive services.

☐ Check this box if any contract units are designated for disabled families.

The following number of contract units shall be rented to disabled families: ____________________________________________.

☐ Check this box if any contract units are designated for elderly families.

The following number of contract units shall be rented to elderly families:
__________________________________________.

☐ Check this box if any contract units are designated for elderly or disabled families.

The following number of contract units shall be rented to elderly or disabled families:
__________________________________________.

☐ Check this box if any contract units are designated for families receiving supportive services.

The following number of contract units shall be rented to families receiving supportive services: ____________________________.
EXECUTION OF HAP CONTRACT FOR SINGLE-STAGE PROJECT

PHA:

HOUSING AUTHORITY OF THE CITY OF EL PASO

By: __________________________
Name: Gerald W. Cichon
Title: Chief Executive Officer

OWNER:

EP SHERMAN SOUTH II, LP,
a Texas limited partnership

By: EPR3 Sherman South GP, LLC,
a Texas limited liability company,
its general partner

By: EP RAD-3 PFC,
a Texas nonprofit and public facility corporation,
its sole member

By: __________________________
Name: Gerald W. Cichon
Title: Secretary and CEO

Project-based Voucher Program
HAP Contract for New Construction or Rehabilitation
U.S. Department Of Housing and Urban Development  
Office of Public and Indian Housing  

SECTION 8 PROJECT-BASED VOUCHER PROGRAM  

PBV HOUSING ASSISTANCE PAYMENTS CONTRACT  
NEW CONSTRUCTION OR REHABILITATION  

PART 2 OF HAP CONTRACT  

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

2. DEFINITIONS  

Agreement. Agreement to enter into HAP Contract between the owner and the PHA. The HAP contract was entered into following new construction or rehabilitation of the contract units by the owner pursuant to an Agreement.

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family’s lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Household. The family and any PHA-approved live-in aide.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.
HUD. U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Newly constructed housing.** Housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

**Owner.** Any person or entity who has the legal right to lease or sublease a unit to a participant.

**Premises.** The building or complex in which a contract unit is located, including common areas or grounds.

**Principal or interested party.** This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

**Program.** The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

**PHA.** Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

**Proposal selection date.** The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA’s administrative plan.

**Rehabilitated housing.** Housing units that exist on the proposal selection date, but do not substantially comply with the HQS at that date, and are developed, pursuant to an Agreement between the PHA and owner, for use under the project-based voucher program.

**Rent to owner.** The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.
**Tenant.** The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

**Tenant rent.** The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

### 3. PURPOSE

a. This is a HAP contract between the PHA and the owner.

b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.

c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

### 4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. **Amount of initial rent to owner**

   The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

b. **HUD rent requirements**

   Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. **PHA payment to owner**

   1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in
acCORDANCE WITH THE HAP CONTRACT.

2. THE MONTHLY HOUSING ASSISTANCE PAYMENT TO THE OWNER FOR A CONTRACT UNIT IS EQUAL TO THE AMOUNT BY WHICH THE RENT TO OWNER EXCEEDS THE TENANT RENT.

3. PAYMENT OF THE TENANT RENT IS THE RESPONSIBILITY OF THE FAMILY. THE PHA IS NOT RESPONSIBLE FOR PAYING ANY PART OF THE TENANT RENT, OR FOR PAYING ANY OTHER CLAIM BY THE OWNER AGAINST A FAMILY. THE PHA IS ONLY RESPONSIBLE FOR MAKING HOUSING ASSISTANCE PAYMENTS TO THE OWNER ON BEHALF OF A FAMILY IN ACCORDANCE WITH THE HAP CONTRACT.

4. THE OWNER WILL BE PAID THE HOUSING ASSISTANCE PAYMENT UNDER THE HAP CONTRACT ON OR ABOUT THE FIRST DAY OF THE MONTH FOR WHICH PAYMENT IS DUE, UNLESS THE OWNER AND THE PHA AGREE ON A LATER DATE.

5. TO RECEIVE HOUSING ASSISTANCE PAYMENTS IN ACCORDANCE WITH THE HAP CONTRACT, THE OWNER MUST COMPLY WITH ALL THE PROVISIONS OF THE HAP CONTRACT. UNLESS THE OWNER COMPLIES WITH ALL THE PROVISIONS OF THE HAP CONTRACT, THE OWNER DOES NOT HAVE A RIGHT TO RECEIVE HOUSING ASSISTANCE PAYMENTS.

6. IF THE PHA DETERMINES THAT THE OWNER IS NOT ENTITLED TO THE PAYMENT OR ANY PART OF IT, THE PHA, IN ADDITION TO OTHER REMEDIES, MAY DEDUCT THE AMOUNT OF THE OVERPAYMENT FROM ANY AMOUNTS DUE THE OWNER, INCLUDING AMOUNTS DUE UNDER ANY OTHER HOUSING ASSISTANCE PAYMENTS CONTRACT.

7. THE OWNER WILL NOTIFY THE PHA PROMPTLY OF ANY CHANGE OF CIRCUMSTANCES THAT WOULD AFFECT THE AMOUNT OF THE MONTHLY HOUSING ASSISTANCE PAYMENT, AND WILL RETURN ANY PAYMENT THAT DOES NOT CONFORM TO THE CHANGED CIRCUMSTANCES.

d. TERMINATION OF ASSISTANCE FOR FAMILY

THE PHA MAY TERMINATE HOUSING ASSISTANCE FOR A FAMILY UNDER THE HAP CONTRACT IN ACCORDANCE WITH HUD REQUIREMENTS. THE PHA MUST NOTIFY THE OWNER IN WRITING OF ITS DECISION TO TERMINATE HOUSING ASSISTANCE FOR THE FAMILY IN SUCH CASE.

5. ADJUSTMENT OF RENT TO OWNER
a. PHA DETERMINATION OF ADJUSTED RENT

1. AT EACH ANNUAL ANNIVERSARY DURING THE TERM OF THE HAP CONTRACT, THE PHA
shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a five percent or greater decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302.

2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

a. Performing all management and rental functions for the contract units.

b. Maintaining the units in accordance with HQS.
c. Complying with equal opportunity requirements.

d. Enforcing tenant obligations under the lease.

e. Paying for utilities and housing services (unless paid by the family under the lease).

f. Collecting from the tenant:
   1. Any security deposit;
   2. The tenant rent; and
   3. Any charge for unit damage by the family.

7. **OWNER CERTIFICATION**
The owner certifies that at all times during the term of the HAP contract:

a. All contract units are in good and tenantable condition. The owner is maintaining
   the premises and all contract units in accordance with the HQS.

b. The owner is providing all the services, maintenance and utilities as agreed to
   under the HAP contract and the leases with assisted families.

c. Each contract unit for which the owner is receiving housing assistance payments
   is leased to an eligible family referred by the PHA, and the lease is in accordance
   with the HAP contract and HUD requirements.

d. To the best of the owner’s knowledge, the members of the family reside in each
   contract unit for which the owner is receiving housing assistance payments, and
   the unit is the family’s only residence.

e. The owner (including a principal or other interested party) is not the parent, child,
   grandparent, grandchild, sister, or brother of any member of a family residing in a
   contract unit.

f. The amount of the housing assistance payment is the correct amount due under
   the HAP contract.

g. The rent to owner for each contract unit does not exceed rents charged by the
   owner for other comparable unassisted units.
h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.

i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.

2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.

3. At least annually during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted towards meeting this annual inspection requirement.

4. If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.

5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing
c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.

3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement—owner’s standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS
a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)

2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.

3. Consistent with HUD requirements, the owner may apply its own admission procedures in determining whether to admit a family referred
by the PHA for occupancy of a contract unit. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.

4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.

5. The PHA must determine family eligibility in accordance with HUD requirements.

6. The contract unit leased to each family must be appropriate for the size of the family under the PHA’s subsidy standards.

7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.

8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.

2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.

3. The PHA and the owner must make reasonable good faith efforts to minimize the likelihood and length of any vacancy.

4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.
10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

1. The owner may only terminate a tenancy in accordance with the lease and HUD requirements.

2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.

2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.

3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.

4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.
5. The PHA is only responsible for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.

2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.

2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.

3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.

4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must
promptly refund the full amount of the balance to the family.

5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

11. FAMILY RIGHT TO MOVE

a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.

b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.259.

13. PROHIBITION OF DISCRIMINATION

a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.

b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 et seq. ; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959–1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the

c. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD’s satisfaction or as directed by HUD, for enforcement of the PHA’s rights under the HAP contract, HUD may assume the PHA’s rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner’s obligations to maintain all contract units in accordance with the housing quality standards.

2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.

4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:

   A. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or

   B. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.

6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.

2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.

3. The PHA’s rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA’s exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.
16. **OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA**

   **a. Required information**

   The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

   **b. PHA and HUD access to premises**

   The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. **PHA AND OWNER RELATION TO THIRD PARTIES**

   **a. Injury because of owner action or failure to act**

   The PHA has no responsibility for or liability to any person injured as a result of the owner’s action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

   **b. Legal relationship**

   The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

   **c. Exclusion of third party claims**

   Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.
d. **Exclusion of owner claims against HUD**

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. **PHA-OWNED UNITS**

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. **CONFLICT OF INTEREST**

a. **Interest of members, officers, or employees of PHA, members of local governing body, or other public officials**

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.

2. HUD may waive this provision for good cause.

b. **Disclosure**

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

c. **Interest of member of or delegate to Congress**

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP contract or to any benefits arising from the contract.
20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.

2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.

2. “Transfer” includes:

   A. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;

   B. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;

   C. The creation of a security interest in the HAP contract or the property:

   D. Foreclosure or other execution on a security interest; or

   E. A creditor’s lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder’s transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.

2. The PHA’s consent to transfer of the HAP contract or the property does not change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.

3. The PHA’s consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the
22. SUBSIDY LAYERING

a. Owner disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

b. Limit of payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

23. OWNER LOBBYING CERTIFICATIONS

a. The owner certifies, to the best of owner’s knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in
accordance with its instructions.

b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. COMPLETION AND ACCEPTANCE OF CONTRACT UNITS
The owner certifies that the contract units have been completed in accordance with the Agreement. Completion and acceptance of the units is subject to the provisions of the Agreement.

25. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS
The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

26. NOTICES AND OWNER CERTIFICATIONS
a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.

b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

27. ENTIRE AGREEMENT; INTERPRETATION
a. The Agreement and the HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.

b. The Agreement and the HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements.
EXHIBIT A

IDENTIFICATION OF UNITS BY SIZE AND INITIAL CONTRACT RENTS

- Project name: Sherman Plaza Apartments
- The project’s street address is: 4528 Blanco Avenue El Paso, Tx. 79905
- Description of contract units: 194 of the units as depicted in plans and specifications on file with the Owner.

- **Total number of units covered by this Agreement: 45**
- Number of contract units by area and other contract rent information:

  **Proposed Rents**

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<th>Unit Size</th>
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EXHIBIT B

SERVICES, MAINTENANCE AND EQUIPMENT PROVIDED BY THE OWNER

Maintenance and Repairs.

Owner shall:

1. cause the development to be maintained in a decent, safe, and sanitary condition and in a rentable and tenantable state of repair, all in accordance with public housing and Project Based Voucher requirements;

2. comply with requirements of applicable building codes, housing codes, and federal regulations materially affecting health and safety;

3. keep all building, facilities and common areas, not otherwise assigned to tenants for maintenance and upkeep, in a clean and safe condition;

4. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances supplied or required to be supplied by Owner; and

5. provide and maintain appropriate receptacles and facilities (except containers for exclusive use by an individual tenant household) for the deposit of garbage, rubbish and other waste removed from the dwelling unit by the tenant.

Services, maintenance, and equipment paid by owner

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# EXHIBIT C

## UTILITIES AND SERVICES

**Project name:** Sherman South Apartments

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</table>
**EXHIBIT D**

**Sherman South Apartments** has eleven (11) units Project-Based Voucher Units designed for the Mobility-Impaired, and an additional five (5) units designed for hearing or sight impaired in accordance with the requirements of 24 CFR 5.22 and Section 504 of the Rehabilitation Act of 1973.
Exhibit E
Sun Plaza – PBRA Contract for 100% of the Units (330 Units Total)
**DEVELOPMENT IDENTIFICATION**

<table>
<thead>
<tr>
<th>TDHCA Application #:</th>
<th>17448</th>
<th>Program(s):</th>
<th>4% HTC</th>
</tr>
</thead>
</table>

**Sun Plaza Apartments**

<table>
<thead>
<tr>
<th>Address/Location:</th>
<th>1221 E San Antonio Ave</th>
</tr>
</thead>
<tbody>
<tr>
<td>City:</td>
<td>El Paso</td>
</tr>
<tr>
<td>County:</td>
<td>El Paso</td>
</tr>
<tr>
<td>Zip:</td>
<td>79901</td>
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</table>

<table>
<thead>
<tr>
<th>Population:</th>
<th>General</th>
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</thead>
<tbody>
<tr>
<td>Program Set-Aside:</td>
<td>General</td>
</tr>
<tr>
<td>Activity:</td>
<td>Acquisition/Rehab</td>
</tr>
<tr>
<td>Building Type:</td>
<td>Mid-Rise (Over 5 Stories)</td>
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<tr>
<td>Area:</td>
<td>Urban</td>
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<td>Region:</td>
<td>13</td>
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**Analysis Purpose:** New Application - Initial Underwriting

**ALLOCATION**

<table>
<thead>
<tr>
<th>TDHCA Program</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>Amort</th>
<th>Term</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>Amort</th>
<th>Term</th>
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</thead>
<tbody>
<tr>
<td>LIHTC (4% Credit)</td>
<td>$1,697,972</td>
<td></td>
<td></td>
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<td>$1,697,972</td>
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<td></td>
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</tbody>
</table>

**CONDITIONS**

1. Receipt and acceptance before Determination Notice:
   - HUD approval of RAD conversion including a commitment to enter into the Housing Assistance Payment
2. Documentation at Cost Certification clearing environmental issues identified in the ESA report, specifically:
   - Certification of comprehensive testing for asbestos, lead-based paint and lead in drinking water; that any appropriate abatement procedures were implemented by a qualified abatement company; and that any remaining asbestos-containing materials or lead-based paint are being managed in accordance with an acceptable Operations and Maintenance (O&M) program.

Should any terms of the proposed capital structure change or if there are material changes to the overall development plan or costs, the analysis must be re-evaluated and adjustment to the credit allocation and/or terms of other TDHCA funds may be warranted.

**SET-ASIDES**

<table>
<thead>
<tr>
<th>TDHCA SET-ASIDES for HTC LURA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Limit</td>
</tr>
<tr>
<td>60% of AMI</td>
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</tbody>
</table>
## LOCATION DATA

| CITY: | El Paso |
| COUNTY: | El Paso |
| Area Median Income: | $45,400 |
| PROGRAM REGION: | 13 |

## UNIT DISTRIBUTION

<table>
<thead>
<tr>
<th># Beds</th>
<th># Units</th>
<th>% Total</th>
<th>Assisted</th>
<th>Income</th>
<th># Units</th>
<th>% Total</th>
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<tbody>
<tr>
<td>Eff</td>
<td>128</td>
<td>38.8%</td>
<td>128</td>
<td>30%</td>
<td>-</td>
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<td>4</td>
<td>-</td>
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<td>0</td>
<td>MR</td>
<td>-</td>
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**TOTAL**: 330 100.0% 330 TOTAL 330 100.0%

## UNIT MIX / MONTHLY RENT SCHEDULE

<table>
<thead>
<tr>
<th>HTC</th>
<th>RENT ASSISTED UNIT</th>
<th>UNIT MIX</th>
<th>APPLICABLE PROGRAM RENT</th>
<th>APPLICANT'S PRO FORMA RENT</th>
<th>TDHCA PRO FORMA RENTS</th>
<th>MARKET RENTS</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Type</td>
<td>Gross Rent</td>
<td># Units</td>
<td># Beds</td>
<td># Bathes</td>
<td>NRA</td>
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<td>$550</td>
<td>RAD</td>
<td>$623</td>
<td>120</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>TC 60%</td>
<td>$550</td>
<td>RAD</td>
<td>$623</td>
<td>8</td>
<td>0</td>
<td>1</td>
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<tr>
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<td>$590</td>
<td>RAD</td>
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<td>1</td>
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<td>$590</td>
<td>RAD</td>
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<td>1</td>
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<tr>
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<td>$590</td>
<td>RAD</td>
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<td>1</td>
</tr>
<tr>
<td>TC 60%</td>
<td>$590</td>
<td>RAD</td>
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<td>RAD</td>
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**TOTALS/AVERAGES**: 330 165,985 0 $1.30 $652 $215,154 $215,154 $1.30 0 $611 $1.22 $611

**ANNUAL POTENTIAL GROSS RENT**: $2,581,848 $2,581,848

### 100% RAD / Section 8
This contract is a housing assistance payments contract (HAP Contract) between the United States of America, acting through the Department of Housing and Urban Development (HUD), and EP Sun Plaza, L.P., a Texas limited partnership (Owner). The HAP Contract is subject to Notice PIH 2012-32 (HA), as revised or amended from time to time (or any successor document) (“RAD Notice”), including 24 C.F.R. Part 880 (as in effect November 5, 1979, as amended), as modified and as published in Appendix I of Notice PIH 2012-32 (HA).

1.1 Statutory Authority, Purpose of HAP Contract, and HAP Contract Terminology.


(b) **Purpose.** The purpose of the HAP Contract is to effectuate the conversion of Public Housing to a Multifamily Housing project with Project-Based Rental Assistance under section 8 of the Act.

(c) **Terminology.** Terms in the HAP Contract that are not otherwise defined herein have the definition given in the RAD Notice, including those terms defined in Appendix I of the RAD Notice setting forth 24 C.F.R. Part 880 except as struck in part. Terms that are not defined in the RAD Notice (including Appendix I) shall have the meanings given in 24 C.F.R. Part 5, which applies pursuant to 24 C.F.R. § 880.104(d). In addition, “Year of Conversion” shall mean the time from the effective date of the HAP Contract through the end of that calendar year; “First Full Year” shall mean the first full calendar year of the HAP Contract beginning the year after the calendar year of the effective date.¹

1.2 Scope; Assignability of HAP Contract; and HUD Requirements.

(a) **Scope of HAP Contract.** The HAP Contract consists of Part I, Part II, and the exhibits identified in section 1.4(d) of the HAP Contract, which are hereby incorporated into and made a part of the HAP Contract.

¹ To clarify, in cases in which a project converts in December and the effective date of the Contract is January 1, the Year of the Conversion is the calendar year starting on the effective date and the First Full Year begins the year following.
(b) **Assignability of HAP Contract.** HUD may assign the HAP Contract at any time to a public housing agency (PHA) for the purpose of PHA administration of the HAP Contract to the extent permitted under any Annual Contributions Contract (ACC) between HUD and the PHA. Unless and until HUD assigns the HAP Contract to a PHA, HUD shall be the Contract Administrator (CA) and, in that capacity, a party to the HAP Contract. Upon any assignment of the HAP Contract by HUD to a PHA, the PHA shall assume all the contractual obligations of HUD under the HAP Contract (or of any PHA to which HUD had previously assigned the HAP Contract) and shall replace HUD (or any PHA to which HUD had previously assigned the HAP Contract) as the CA and as a party to the HAP Contract during the ACC term.

(c) **HUD Requirements.** The HAP Contract shall be construed and administered in accordance with the RAD Notice. With the exception of the provisions of 24 C.F.R. Part 880 and section 8 of the Act that are identified in Appendix I and Appendix II of the RAD Notice, respectively, as inapplicable, the HAP Contract shall further be construed and administered in accordance with all statutory requirements and all HUD regulations and other requirements, including any amendments to and/or changes in statutory requirements, HUD regulations (including 24 C.F.R. Part 880), and other requirements. However, any changes in HUD requirements, except to the extent required by statute, that are inconsistent with the provisions of sections 2.5(a)(1) or 2.8 shall not be applicable.

(d) **Statutory Changes during Term.** If any statutory change during the term of the HAP Contract is inconsistent with section 2.5(a)(1) or 2.8 of the HAP Contract, and if HUD determines and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of such sections because of such statutory change, then the Contract Administrator or the Owner may terminate the HAP Contract upon notice to the other party. Notwithstanding such termination, the project shall remain subject to the RAD Use Agreement encumbering the property on which the project is located.

1.3 **Effective Date, Initial Term, and Funding For Initial Term of HAP Contract.**

(a) **Effective Date and Initial Term.** The HAP Contract begins on April 1, 2018 and shall run for an initial term of twenty (20) years.

(b) **Funding for Initial Term.**

1. Funding for the Year of Conversion. In the Year of Conversion (as defined in 1.1(c)), the HAP Contract shall be funded only from public housing amounts obligated prior to the effective date of the HAP Contract, and from any additional public housing amounts that HUD obligates in full or in part, subject to the availability of sufficient appropriations, for the remainder of the calendar year in which the HAP Contract becomes effective. Owner acknowledges that this amount for the first year may be less than the contract rent for subsequent years.

2. Funding for the Remainder of the Initial Term. Starting in the First Full Year (as defined in section 1.1(c)) and in each subsequent year in which the HAP Contract is effective, subject to the availability of sufficient appropriations, HUD will obligate funding in accordance with this HAP Contract and provide the Owner written notification of (i) the amount of such additional funding, (ii) the approximate period of time within the HAP Contract term to which it will be applied.

1.4 **Fiscal Year, Project Description, Statement of Services, and Exhibits.**

(a) **Fiscal Year.** The ending date of each Fiscal Year shall be

December 31.

(Insert March 31, June 30, September 30, or December 31, as approved by HUD.) The Fiscal Year for the project shall be the 12-month period ending on this date. However, the first Fiscal Year for the project is the period beginning with the effective date of the Contract and ending on the last day of the Fiscal Year. The project must comply with 24 CFR part 5, subpart H, as amended, revised, or modified by HUD.

(b) **Project Description** (Print or type the street address(es) and the number of units by bedroom size.).
Sun Plaza:
1221 E. San Antonio
El Paso, Texas 79901

0 Bedroom - 128 Units
1 Bedroom - 201 Units
3 Bedroom - 1 Unit
Total: 330

(c) **Statement of Services, Maintenance and Utilities Provided by the Owner.**

(1) Services and Maintenance:

Residents may call the call center to generate a maintenance work order.
Residents may call the call center to report any after hour maintenance emergency.

(2) Equipment:

2 - Boilers
2 - Furnaces
2 - Chillers
1 - Back Up Generator
1 - Trash Compactor
2 - Elevators
1 - Freight Elevator

(3) Utilities:

Landlord pays all Utilities:

Electric
Water
Gas

(4) Other:
(d) **Exhibits.** The exhibits to the HAP Contract consist of the following:

1. **Exhibit 1A:** Initial Schedule of Contract Units and Contract Rents;

2. **Exhibit 1B:** Revised Schedule of Contract Units and Contract Rents (if applicable as the result of Tenant-Paid Utility Savings);

3. **Exhibit 2:** Affirmative Fair Housing Marketing Plan; and

4. **Exhibit 3:** Addendum to the HAP Contract—Labor Standards

### 1.5 Contract Rent Levels.

(a) **Initial Contract Rent Levels.** The initial Contract Rent for each contract unit shall be as stated in Exhibit 1A, which is attached to and made a part of the HAP Contract. Initial Contract Rents do not take effect until the First Full Year (as defined in Section 1.1(c)). As of the beginning of the First Full Year, and unless the Contract Rents are revised in accordance with section 1.5(b), the Contract Rent for each bedroom size (i.e., number of bedrooms) shall be the initial Contract Rent as reflected in Exhibit 1A.

(b) **Revised Contract Rent Levels.** If applicable as the result of Tenant-Paid Utility Savings in accordance with the provision of the RAD Notice governing such savings for Project-Based Rental Assistance Conversions (i.e., Attachment 1C of the RAD Notice), or successor provision, the revised Contract Rent for each contract unit shall be as stated in Exhibit 1B, which is attached to and made a part of the HAP Contract, and which shall be adjusted annually, or continue to be adjusted annually, in the manner prescribed in section 2.8 of the HAP Contract. The revised Contract Rents shall become effective on the first day of the month following the date on which HUD approves the cost certification submitted by the Owner after completion of the Work (as defined and set forth in the RAD Conversion Commitment (RCC)).

(c) **Year of Conversion Contract Rent.** During the Year of Conversion (as defined in Section 1.1(c)), the Owner is due subsidy in the amount described in Section 1.3(b)(1). Contract Rents shall equal such subsidy amounts plus any portions payable by Families in accordance with HUD regulations.

### 1.6 Contract Administrator’s Obligation to Offer to Renew and Owner’s Obligation to Accept Offers to Renew.** The Contract Administrator and the Owner acknowledge and agree that upon expiration of the initial term of the HAP Contract, and upon expiration of each renewal term of the HAP Contract, the Contract Administrator shall offer to renew the HAP Contract and the Owner shall accept each offer to renew the HAP Contract, subject to the terms and conditions applicable at the time of each offer, and further subject to the availability of appropriations for each year of each such renewal.

### 1.7 Owner’s Obligation to Operate Project.** The Owner agrees to operate the project for the full initial term of the HAP Contract specified in section 1.3(a) and for each renewal term in accordance with the HAP Contract, the RAD Notice, all statutory requirements, and all HUD regulations and other requirements, including any amendments to and/or changes in statutory requirements, HUD regulations (including 24 C.F.R. Part 880), and other requirements.

### 1.8 Flood Insurance Applicability.

☐ If the preceding box is checked, the Owner agrees that the project will be covered, during the life of the property, regardless of transfer of ownership, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.
Signature Page

Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses any writing containing any materially false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of the executive branch of the Government of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

As evidenced by the signature below of their authorized representative, the Owner and HUD hereby agree to the terms of this HAP Contract, the scope of which is set forth in section 1.2(a) of the HAP Contract.

Owner

Name of Owner (Print or Type)
EP Sun Plaza, LP,
a Texas limited partnership

By: EPR3 Sun Plaza GP, LLC,
a Texas limited liability company,
its general partner

By: EP RAD-3 PFC,
a Texas public facility corporation, its sole member

By: __________________________
Name: Gerald W. Gichon
Title: Secretary and CEO

United States of America
Secretary of Housing and Urban Development

By: __________________________
Signature of authorized representative

For Name of Signatory (Print or Type) Christie M. Newhouse

Official Title (Print or Type) Director, Asset Management Division

Date (mm/dd/yyyy): 03/15/2018

Form HUD-52620 (04/2017)
<table>
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<th>Number of Contract Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>128</td>
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<td>$649</td>
<td>$0</td>
<td>$649</td>
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<td>201</td>
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<td>3</td>
<td>$1,191</td>
<td>$0</td>
<td>$1,191</td>
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### Exhibit 1B

Revised Schedule of Contract Units and Contract Rents (if applicable)

*after HUD-Approved Utility Allowances, as revised*

<table>
<thead>
<tr>
<th>Number of Contract Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

Form HUD-52620 (04/2017)
Page 7 of 9
Exhibit F

Retreat at Westlock – TDHCA LURA Confirming Age Restriction for 62 Years and Older
DECLARATION OF LAND USE RESTRICTIVE COVENANTS
LAND USE RESTRICTION AGREEMENT FOR LOW INCOME HOUSING TAX CREDITS

THIS DECLARATION OF LAND USE RESTRICTIVE COVENANTS/LAND USE RESTRICTION AGREEMENT FOR LOW-INCOME HOUSING TAX CREDITS (this "Declaration"), dated as of MAY 1, 2017, is made by and between RETREAT AT WESTLOCK, LTD., A TEXAS LIMITED PARTNERSHIP, (together with its successors and assigns, the "Development Owner") and the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas (together with any successor to its rights, duties and obligations, the "Department"); and is given by Development Owner as an inducement to the Department to allocate tax credits as a condition precedent to the determination that the Development, as defined herein, satisfies the requirements of the State of Texas's Qualified Allocation Plan and the allocation of low-income housing tax credits (the "Tax Credits") by the Department, pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto (the "Code"). This Declaration incorporates the extended low-income housing commitment required by Section 42(h)(6) of the Code and is entered into in accordance with the provisions of Chapter 2306 of the Texas Government Code, (the "Act"), as may be amended from time to time.

WITNESSETH:

WHEREAS, the Development Owner is or shall be the Development Owner of a low income rental housing development, known as or to be known as RETREAT AT WESTLOCK (the "Development Improvements"); on real property located in the City of TOMBALL, County of HARRIS, State of Texas, more particularly described in the "Legal Description" attached hereto as Exhibit A and incorporated herein by reference for all purposes; the "Development Land") (the Development Improvements and the Development Land being collectively referred to herein as the "Development");

WHEREAS, the Development Owner has represented to the Department in the Application that it

WHEREAS, the Department has been designated by the Governor of the State of Texas as the housing credit agency for the State of Texas for the allocation of Tax Credits; and

WHEREAS, the Development Owner has represented to the Department in the Development Owner's Low-Income Housing Tax Credit Application (the "Application"), authorized by the Department's Low-Income Rental Housing Tax Credit Rules, also known as the Department's "Qualified Allocation Plan" (Title 10, Part 1, Chapter 11 of the Texas Administrative Code), the Department's Uniform Multifamily Rules (Title 10, Part 1, Chapter 10 of the Texas Administrative Code), the Department's Enforcement Rules (Title 10, Part 1, Chapter 2 of the Texas Administrative Code), and the Department's Administration Rules ("Title 10, Part 1, Chapter 1 of the Texas Administrative Code"), collectively, the "Department Rules"); that, among other things, the Development Owner shall lease 100% of the units in the Development to individuals or families whose income is 60% or less of the area median gross income (including adjustments for family size), as more specifically provided herein, such Application, and the representations and undertakings set forth therein, being incorporated herein by reference for all purposes;

WHEREAS, the Development Owner has represented to the Department in the Application that it will impose additional rent, occupancy, and ownership restrictions as shown in the "Additional Use Restrictions- Accessibility Requirements" attached hereto as Addendum C, as applicable, "Additional Use Restrictions- Amenity Requirements" attached hereto as Addendum D, and "Additional Use Restrictions-Right of First Refusal" attached hereto as Addendum E, each and all of which are incorporated herein by reference for all purposes.

WHEREAS, the Development Owner is subject to the regulatory and oversight powers of the Department and other terms and conditions of Chapter 2306 of the Act;

WHEREAS, the Code requires, as a condition precedent to the allocation of Tax Credits, that the Development Owner execute, deliver, and record in the real property records of the county in which the Development is located this Declaration in order to create certain covenants running with the land for the purpose of enforcing the requirements of Section 42 of the Code by regulating and restricting the use, occupancy, and transfer of the Development as set forth herein; and

WHEREAS, the Development Owner, under this Declaration, intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy, and transfer of the Development shall be and are covenants
running with the Development Land for the Term stated herein, are binding upon all subsequent owners and operators of the Development during such Term, and are not merely personal covenants of the Development Owner.

NOW, THEREFORE, in consideration of the premises set forth above, and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Development Owner and the Department agree as follows:

SECTION 1 - DEFINITIONS

(a) Unless the context otherwise requires, and in addition to those terms defined in the recitals set forth above, capitalized terms used in this Declaration shall have the following meanings:

Act—Means Chapter 2306 of the Texas Government Code, as amended, or any corresponding provision or provisions of succeeding law as it or they may be amended from time to time.

Area Median Gross Income (AMGI)—Area median gross household income, as determined for all purposes under and in accordance with the requirements of Section 42 of the Code.

Assumption Agreement—An agreement regarding the transfer of the Development that meets the requirements of Section 3(i) hereof.

Board—Means the governing board of the Department.

Compliance Period—Means with respect to any building, the period of 15 taxable years beginning with the first day of the 1st taxable year of the Credit Period.

Cost Certification—Means the cost certification procedures as described in the cost certification manual contained in the Post Award Activities Manual published by the Department from time to time and applicable to the year of this Declaration, setting forth the documentation required for the Department to perform a feasibility analysis in accordance with Section 42(m)(2)(B) of the Code, as applicable, so that a final credit allocation may be determined.

Credit Period—Means with respect to any building, the period of 10 taxable years beginning with the taxable year in which the building is placed in service, or at the election of the taxpayer, the succeeding taxable year, but only if the building is a qualified low-income building as of the close of the 1st year of such period.

Department Compliance Monitoring Procedures—Means those procedures and requirements adopted or imposed by the Department, and modified by the Department from time to time, for the purpose of discharging its responsibilities pursuant to Section 42(m)(1)(B)(iii) of the Code to monitor compliance by the Development Owner and the Development with the provisions of Section 42 of the Code and to notify the Service of instances of noncompliance.

Extended Use Period—Means, with respect to a building, the period beginning on the first day in the Compliance Period on which such building is part of a Qualified Low-Income Housing Project, and ending on the later of (i) the date specified by the Department in the "Additional Use Restrictions" attached to this Declaration as Addendum B, or (ii) the date which is 15 years after the close of the Compliance Period with respect to such building.

Fair Housing Sponsor Report—Means the annual report required by the Department as described in Section 2306.0724 of the Act or other report required by State or Federal Law.

Gross Rent—Means all amounts paid by a Tenant for rent, determined in a manner consistent with Section 42(g)(2) of the Code. Gross Rent shall include any utility allowance prescribed by the Secretary.

Low-Income—Means, with respect to any Tenant, an income level not exceeding 50% or 60% of AMGI, as applicable, adjusted for family size, as provided in Section 4 hereof, unless an alternative income level shall be set forth in the "Additional Use Restrictions" attached to this Declaration as Addendum B.

Low-Income Tenant—Means a Tenant who, when the Tenant initially occupied a Unit, had an income qualifying as Low-Income. For so long as the Tenant occupies the particular Unit or another Unit in the same building, the Tenant will remain a Low-Income Tenant if the Tenant's Income, upon the most recent income certification, does not exceed 140% of the applicable Low-Income limit.
Low-Income Unit—A Unit that is occupied by a Low-Income Tenant, or as the context may require, that is intended or required to be occupied by a Low-Income Tenant.

Minimum Applicable Fraction—Means the percentage, with respect to a building in the Development, calculated as the lesser of the percentage of Units in such building which are Low-Income Units or the percentage of floor space of all Units in such building which is in Low-Income Units, all calculated as required pursuant to Section 42(c)(1)(B) of the Code, which serves as the basis for the Department's allocation of Tax Credits to the building as provided in Section 4(c) hereof.

Principal—The term Principal is defined as any Person that will be capable of exercising Control over a partnership, corporation, limited liability company, trust, or any other private entity. In the case of:

(A) Partnerships, Principals include all General Partners, Special Limited Partners and Principals with ownership interest;

(B) Corporations, Principals include any officer authorized by the board of directors to act on behalf of the corporation, including the president, vice president, secretary, treasurer and all other executive officers, and each stock holder having a 10% or more interest in the corporation and any individual exercising such stock holder; and

(C) Limited liability companies, Principals include all managing members, members having a 10% or more interest in the limited liability company, any individual controlling such members, or any officer authorized to act on behalf of the limited liability company.

Rent-Restricted—Means, with respect to any Unit, that the Gross Rent with respect to such Unit is not more than 30% of the imputed income limitation applicable to such Unit pursuant to Section 42(g)(2)(C) of the Code.

Secretary—Means the Secretary of the Treasury of the United States.

Service—Means the United States Internal Revenue Service and any successor thereto.

State—Means the State of Texas.

Tenant—Means the individual or individuals constituting a household, entitled to occupy a Unit in the Development by lease or other legal relationship with the Development Owner.

Term—Means the length of time this Declaration shall remain in effect as set out in Section 5 hereof.

Unit—Means any residential rental unit in a development constituting an accommodation, including a single room used as an accommodation, occupied on a non-transient basis, that contains complete physical facilities and fixtures for living, sleeping, eating, cooking, and sanitation, as further provided at Section 3(b) hereof.

(b) Any term or phrase which is used in this Declaration and not defined herein shall have the meaning, if any, assigned thereto in Section 42 of the Code, and if no meaning is assigned thereto in Section 42 of the Code, the meaning, if any, assigned in (i) the Department Rules or (ii) the Department's Definitions for Housing Program Activities applicable to the year of this Declaration. Any term or phrase which is defined herein shall, unless the context shall clearly indicate otherwise, be interpreted in a manner consistent with the provisions and requirements of Section 42 of the Code.

SECTION 2 – RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

(a) The Development Owner shall, at its own cost and expense, cause this Declaration and all amendments hereeto to be recorded and filed in the official real property records of the county in which the Development is located. Upon recording, the Development Owner shall immediately transmit to the Department an executed original of the recorded Declaration stamped by the county clerk to show the date of recording and the volume and page numbers of record where the recorded document may be found. The Development Owner acknowledges and agrees that the Department will not issue the Internal Revenue Service Form(s) 8609, evidencing final allocation of the Tax Credits to the Development, unless and until the Department has received the recorded, executed original of the Declaration and that in addition to providing the executed original Declaration, all other requirements attendant to the issuance of Form(s) 8609 must have been fulfilled to the Department's reasonable satisfaction.

(b) The Development Owner intends, declares, and covenants, on behalf of itself and all future owners and operators of the Development during the Term of this Declaration, that this Declaration and the covenants and restrictions set forth in this Declaration...
regulating and restricting the use, occupancy and transfer of the Development (i) shall be and are covenants running with the Development Land, enumbering the Development Land for the Term of this Declaration and binding upon the Development Owner's successors in title and all subsequent owners and operators of the Development Land, and (ii) shall bind the Development Owner (and the benefits shall inure to the Department and any past, present or prospective Tenant of the Development pursuant to Section 2306.185(d) of the Act) and its respective successors and assigns during the Term of this Declaration. The Development Owner hereby agrees that any and all requirements of the laws of the State of Texas to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Development Land. For the Term of this Declaration, each and every contract, deed or other instrument hereafter executed conveying the Development or portion thereof shall expressly provide that such conveyance is subject to this Declaration; provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Development or portion thereof provides that such conveyance is subject to this Declaration.

(c) The Development Owner shall obtain the written consent of any existing lienholder of record on the Development to this Declaration and the requirements hereof, including specifically the requirements of Section 5(b)(1) hereof and Section 5(c) hereof with respect to provisions which survive or may be revived after foreclosure, and such consent shall be in a form promulgated by the Department from time to time and shall be a condition precedent to the issuance by the Department of Internal Revenue Service Form 8609, evidencing final allocation of the Tax Credits. The Development Owner represents and warrants to the Department that attached hereto as Addendum A and made a part hereof is an instrument hereafter executed conveying the Development or portion thereof provides that such conveyance is subject to this Declaration, if any, as of the effective date hereof.

SECTION 3 – REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE DEVELOPMENT OWNER

The Development Owner hereby represents covenants and warrants as follows:

(a) The Development Owner (i) is a LIMITED PARTNERSHIP, duly organized and validly existing under State law, and is duly authorized and qualified to transact in the State of TEXAS any and all business contemplated by this Declaration and the Department Rules; (ii) possesses all requisite power, authority, license, and permits to own its properties and assets and to conduct its business; and (iii) has all legal right, power and authority to execute and deliver this Declaration.

(b) The execution and performance of this Declaration by the Development Owner (i) will not violate or, as applicable, have not violated, any provision of law, rule or regulation, or any order of any court or other department of the State or governmental body, (ii) will not violate or, as applicable, have not violated, any provision of any indenture, agreement, mortgage, mortgage note or other instrument to which the Development Owner is a party or by which it or the Development is bound, and (iii) will not result in the creation or imposition of any restricted encumbrance of any nature.

(c) The Development Owner has, at the time of execution and delivery of this Declaration, good and indefeasible fee simple title to, or a leasehold interest extending at least ten years beyond the end of the Extended Use Period in, the premises constituting the Development, free and clear of any lien, charge, or other encumbrance, except those created by any loan documents relating to the Development, those which are created pursuant to this Declaration, and those which are otherwise permitted encumbrances and exceptions, as specifically set forth in “Permitted Encumbrances and Exceptions” attached hereto as Exhibit B and incorporated herein by reference for all relevant purposes.

(d) There is no action, suit, or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Development Owner, threatened, against or affecting the Development Owner or any of its properties or rights (including the Development) which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (including the business contemplated by this Declaration) or would materially and adversely affect its financial condition.

(e) The Development constitutes or will constitute a Qualified Low-Income Housing Project, as defined in Section 42(g) of the Code, and the Development Owner covenants, that commencing with the last day of the first year of the Credit Period and continuing throughout the Term of this Declaration, it shall at all times maintain the Development as a Qualified Low-Income Housing Project, as defined in Section 42(g) of the Code.

(f) Each Unit in the Development contains separate and complete physical facilities and fixtures for living, sleeping, eating, cooking, and sanitation (unless the Development qualifies as a single-room occupancy Development) which is to be used on other than a transient basis as provided in Section 42(i)(3) of the Code.
(g) The Development Owner will comply fully at all times with the Department Rules and will cause the Development to comply fully at all times with the Department Rules.

(h) During the Term of this Declaration, the Development Owner covenants, agrees, and warrants that each Low-Income Unit is and will remain suitable for occupancy in accordance with regulations prescribed by the Secretary, taking into account local health, safety, and building codes.

(i) The Development Owner covenants that it will not, without prior written approval from the Department, sell, transfer, or exchange the Development or any portion thereof, nor will it sell, transfer, or exchange any portion of any building in the Development unless it sells, transfers or exchanges the entire building to the same person. Subject to the requirements of Section 42 of the Code and this Declaration, the Development Owner may sell, transfer, or exchange the entire Development or any building in the Development at any time, provided that the Development Owner shall require, as a condition precedent to any such sale, transfer or exchange, that the successor owner and operator assume, in writing, an Owners Certification of Agreement to Comply with the LURA acceptable to the Department, the Development Owner's obligations hereunder and under Section 42 of the Code, which Owners Certification of Agreement to Comply with the LURA shall be delivered to the Department in executed form, along with any other documents required by the Department, prior to any approval of such sale, transfer, or exchange. Any attempt to sell, transfer, or exchange prior to the tender of the required executed Owners Certification of Agreement to Comply with the LURA and the Department's prior written approval shall be null and void. This provision shall not act to waive or supersede any other restriction or any other requirement relating to the sale, transfer, or exchange of the Development or any building in the Development. The Development Owner agrees that the Department may withhold approval of any sale, transfer, or exchange of the Development if the successor owner and operator fails to execute and deliver an Owners Certification of Agreement to Comply with the LURA and other documents as required by the Department or if the Development Owner or the successor owner and operator otherwise acts in contravention of this Section 3(i) or Section 3(j) hereof. This Declaration and the covenants contained herein shall survive and be effective regardless of whether any such successor owner and operator or intended successor owner and operator shall have assumed them pursuant to an Ownership Transfer request and prior written approval from the Department. Regardless of who owns the Development, this Declaration remains in effect for the entirety of its stated term unless otherwise terminated under Section 5(b) hereof.

(j) The Development Owner agrees to notify the Department in writing thirty days prior to any sale, transfer, or exchange of the entire Development or any building therein, and to provide to the Department a fully completed Ownership Transfer Form packet as directed under Section 10.406 of the Uniform Multifamily Rules and the Post Award Activities Manual, so the Department can determine the economic viability of any prospective successor and Development or building and whether such prospective successor is acceptable as Development Owner under the Department Rules. The Development Owner further agrees to notify the Department in writing 30 days prior to any change in the identity of a General Partner or other Principal of the Development Owner, and to provide to the Department all applicable information as directed under Section 10.406 of the Uniform Multifamily Rules and the Post Award Activities Manual so the Department can determine whether such party is acceptable in such role with the Development Owner under the Department Rules.

(k) The Development Owner shall not demolish any part of the Development or substantially subtract from any real or personal property of the Development or permit the use of any Unit for any purpose other than rental housing during the Term of this Declaration, unless required by law.

(l) The Development Owner represents, warrants, and agrees that if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Development Owner will use its best efforts to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Declaration.

(m) The Development Owner warrants that it has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Declaration are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

(n) The Development Owner agrees, warrants, and covenants to comply with all law, ordinances, statutes, codes, orders, rules, regulations, and decrees of the United States, the State and any other Governmental Entity applicable to the Development Owner, including, without limitation, the following: the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq); the Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259); Equal Employment Opportunity Program (Executive Order 11246, as amended, and its implementing regulations at 41 CFR Part 60); Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq); Equal Credit Opportunity Act (15 U.S.C. §1691 et seq); Fair Credit Reporting Act (15 U.S.C. §1681 et seq); Fair Housing Act (42 U.S.C. §3601 et seq); the Americans with Disabilities Act of 1990, as amended (P.L. 101-336; 42 U.S.C. §12101 et seq); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Architectural Barriers Act of 1968 (42 U.S.C. §4151 et seq); Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u); Executive Orders 11225, 12432 and 12138, as amended, the CopeLand "Anti-Kickback" Act (18 U.S.C. §874 et seq); the Davis-Bacon Act (49 U.S.C. §276a et seq); Sections 193 and 107 of the Contract Work Hours and Safety
Standards Act (40 U.S.C. §3701 et seq.); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4621 et seq.); the Housing and Community Development Act of 1974, as amended (42 U.S.C. §5301 et seq.); the National Environmental Policy Act (42 U.S.C. §4321 et seq.); ("NEPA"); the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4821 et seq.); Chapters 91 and 92 of the Texas Property Code; Solid Waste Disposal Act (Chapter 361 of the Texas Health & Safety Code, formerly Tex. Rev. Civ. Stat. Ann. Art. 4477-7); Comprehensive Municipal Solid Waste Management, Resource Recovery, and Conservation Act (Chapter 363 of the Texas Health & Safety Code); County Solid Waste Control Act (Chapter 364 of the Texas Health & Safety Code); Texas Clean Air Act (Chapter 382 of the Texas Health & Safety Code); and Hazardous Communication Act (Chapter 502 of the Texas Health & Safety Code); Violence Against Women Act (42 U.S.C. §13925 et seq.) and such other applicable requirements of Governmental Entities as may be from time to time amended or superseded and all of their implementing regulations, as may be amended.

(o) The Development Owner agrees to apply for and accept renewal of any rent subsidy contracts from which the Development benefits, if such subsidies are required or desirable to maintain the economic viability of the Development.

SECTION 4—INCOME RESTRICTIONS/RENTAL RESTRICTIONS

The Development Owner represents, warrants, and covenants throughout the Term of this Declaration and in order to satisfy the requirements of Section 42 of the Code that at least 40% or more of the Units in the Development are and will continuously be maintained as both Rent-Restricted and occupied by individuals whose income is 60% or less of AMI.

(a) The determination of whether a Tenant is a Low-Income Tenant shall be made by the Development Owner according to Department Rules and Section 42 of the Code and guidance of the Service on the basis of the total income of such Low-Income Tenant. The Development Owner shall utilize forms as permitted from time to time by the Department for providing this certification. If, upon any such certification, the Tenant of a Low-Income Unit who was, at the last income certification, a Low-Income Tenant, is found no longer to be a Low-Income Tenant, such Unit will continue to be treated as a Low-Income Unit until the next available Unit of comparable or smaller size in the building in which such Unit is located is rented to a person who is a Low-Income Tenant. A Low-Income Unit that has been vacated will continue to be treated as a Low-Income Unit, provided that (i) reasonable attempts are made to rent the Unit and (ii) no other Units of comparable or smaller size in the Development are rented to persons who are not Low-Income Tenants.

(b) During the Compliance Period, in no case will a Unit be treated as a Low-Income Unit if all the Tenants of the Unit are students (as determined under Section 152((1)(2) of the Code); provided, however, that such rule shall not apply to the types of students identified at Section 42((3)(D) of the Code. After the Compliance Period, student status will be monitored in accordance with Department Rules.

(c) The Development will contain a total of 140 TOTAL UNITS (including Units occupied by a resident manager or other employee, such that they are not treated as "residential rental units" for purposes of Section 42 of the Code), of which 140 LOW-INCOME UNITS treated as residential rental units will be Low-Income Units. The amount of Tax Credits allocated to the Development is based on the requirement that the Minimum Applicable Fraction for each building in the Development will be as specified, building-by-building, in "Minimum Applicable Fraction by Building" attached hereto as Addendum F. During the Term of this Declaration, Units at the Development shall be leased and rented or made available to members of the general public who qualify as Low-Income Tenants; such that each building in the Development will at all times satisfy the Minimum Applicable Fraction for such building. The Development Owner's failure to ensure that each building in the Development complies with such requirement will cause the Department to report such fact to the Service and may result in the reduction and recapture by the Service of Tax Credits, as well as other enforcement action by the Service and/or the Department. After the Compliance Period, Minimum Applicable Fraction will be monitored in accordance with Department Rules.

(d) The Development and the Development Owner are subject to additional and/or modified requirements, as applicable, set forth in the "Additional Use Restrictions" attached hereto as Addendum B, "Additional Use Restrictions- Accessibility Requirements" attached hereto as Addendum C, "Additional Use Restrictions- Utility Requirements" attached hereto as Addendum D, and "Additional Use Restrictions-Right of First Refusal" attached hereto as Addendum E, which requirements are incorporated herein by reference and made a part hereof.

(e) The Development Owner shall not discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability in the lease, use, or occupancy of the Development or in connection with the employment or application for employment of persons for the operation and management of the Development and shall not deny admission to any person exclusively on the basis of such person receiving rental assistance payments under a local, state, federal or other housing assistance program, including, but not limited to, Section 8 of the United States Housing Act of 1937 as amended.
(f) The Development Owner acknowledges that whether a Tenant is a Low-Income Tenant is a matter of fact, to be determined in accordance with applicable law, and the Development's Owner's determination as to such matter is not binding upon the Department or the Service.

(g) Throughout the Extended Use Period, the Development Owner shall not (i) evict or terminate a Low-Income Tenant from any Low-Income Unit other than for good cause nor (ii) increase the gross rent with respect to a Low-Income Unit except as permitted by Section 42 of the Code.

SECTION 5—TERM OF DECLARATION

(a) This Declaration shall become effective with respect to a building in the Development on the first day of the Compliance Period for such building and shall terminate on the last day of the Extended Use Period, unless this Agreement is earlier terminated pursuant to Section 5(b) hereof (the "Term"). The Term is subject to any modified or additional requirements set forth in the "Additional Use Restrictions" attached hereto as Addendum B, in which event the terms of this Agreement shall be modified as applicable.

(b) Notwithstanding subsection (a) above, but subject to any modified or additional requirements set forth in the "Additional Use Restrictions" attached hereto as Addendum B, in which event the terms of this Agreement shall be modified as applicable, this Declaration shall terminate:

(1) with respect to any building in the Development, on the date such building is acquired by foreclosure (or instrument in lieu of foreclosure) and upon the recorded declaration of termination by the party so acquiriing the building, unless the Secretary or his delegate determines that such acquisition is part of an arrangement with the taxpayer a purpose of which is to terminate such period. If any party acquiring a building by foreclosure (or instrument in lieu of foreclosure) fails to record a declaration terminating this Declaration, subject to Section 5(c) hereof, the building shall remain subject to this Declaration, and the eligibility of such party to receive Tax Credits shall not be adversely affected, if such party continues to comply with Section 42 of the Code and the terms of this Declaration.

(2) following the end of the Compliance Period, but not earlier than 30 years following the date upon which the Development was first placed in service pursuant to the requirements of this Declaration, if the Development Owner has properly requested that the Department assist in procuring a "Qualified Contract", as defined in Section 42(h)(6)(F) of the Code, for the acquisition of a building and the Department is unable to present a Qualified Contract. To properly request the Department's assistance in procuring a Qualified Contract for the acquisition of a building, the Development Owner must follow the procedures outlined in the Department Rules.

(c) If this Declaration is terminated pursuant to subsection (b) above and notwithstanding anything herein to the contrary, the Tenant of any Low-Income Unit on the date of such termination shall be entitled to occupy such Unit in accordance with the provisions of this Declaration for a period of three years following such termination date; provided, however, that upon a showing of good cause, such Tenant's occupancy may be terminated or such Tenant evicted.

SECTION 6—ENFORCEMENT, ADMINISTRATION AND COMPLIANCE

(a) The Development Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of Section 42 of the Code or this Declaration. Moreover, the Development Owner covenants to take any lawful action (including amendment of this Declaration as may be necessary in the sole opinion and at the request of the Department) to comply fully with the Code and with all applicable rules, rulings, policies, procedures, regulations, or other official statements promulgated or proposed by the United States Department of the Treasury, the Service, or the United States Department of Housing and Urban Development, from time to time, pertaining to the Development Owner's obligations under Section 42 of the Code and affecting the Development.

(b) The Development Owner acknowledges that the primary purpose for requiring compliance by the Development Owner with the restrictions provided in this Declaration is to assure compliance of the Development and by the Development Owner with Section 42 of the Code and the Department Rules, AND BY REASON THEREOF, THE DEVELOPMENT OWNER, IN CONSIDERATION FOR RECEIVING THE TAX CREDITS FOR THIS DEVELOPMENT, HEREBY AGREES THAT THE DEPARTMENT AND ANY INDIVIDUAL WHO MEETS THE APPLICABLE INCOME LIMITATION UNDER SECTION 42 (WHETHER PROSPECTIVE, PRESENT OR FORMER TENANT) SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE.
BY THE DEVELOPMENT OWNER OF ITS OBLIGATIONS UNDER THIS DECLARATION IN A STATE COURT OF COMPETENT JURISDICTION.

The Development Owner hereby agrees that the representations and covenants set forth herein may be relied upon by the Department and all persons interested in Development compliance under Section 42 of the Code.

(d) The Development Owner acknowledges that the Department is required, pursuant to Section 42(m)(1)(B)(ii) of the Code, (i) to monitor the Development Owner’s and the Development’s compliance with the requirements of Section 42 of the Code, and (ii) to notify the Service in accordance with the Code and the rules of the Service of any noncompliance which is found. The Development Owner agrees (i) to maintain records that substantiate and document such compliance, (ii) to take all actions required by the Department pursuant to the Department Compliance Monitoring Procedures to assist or cooperate with the Department in monitoring such compliance, and (iii) to pay the fee prescribed by the Department with respect to such monitoring.

(e) The Development Owner agrees that, pursuant to Section 2306.185(d) of the Act, the Department, tenants of the Development, or private parties may enforce the development restrictions in (i) Sections 3(c) and 4(e) hereof regarding tenant and management selection, (ii) Section 4(a)-(c) and Addendum B, “Additional Use Restrictions”, hereof regarding rental restrictions and (iii) Section 6(h) hereof regarding mandatory deposits to fund necessary repairs. The Development Owner further acknowledges and agrees that any party which brings an action to enforce said development restrictions, may utilize for such purposes any and all remedies available to the Department including the right to recover reasonable attorney fees if the party seeking enforcement of the restriction is successful.

(f) The Development Owner agrees the Department may, at reasonable times and upon adequate notice at any time during the construction, rehabilitation, or operation of the Development, enter and inspect the Development to evaluate its physical and financial condition, construction, rehabilitation, operation, management, and maintenance.

(g) The Development Owner agrees the Department may, at reasonable times and upon adequate notice, examine, and make copies of all books and records and request and receive from the Development Owner one or more reports, relating to the ownership, operations, capitalization, reserve funds, income, expenses, and other financial and regulatory matters of the Development or the Development Owner. This includes compliance with the Annual Owner’s Certification of Program Compliance, Fair Housing Sponsor Report, and Owner’s Financial Certification in a form and timeline as prescribed by the Department at Title 10, Part 1, Chapter 10, Subchapter F of the Texas Administrative Code, or as otherwise required by the Department.

(h) The Development Owner agrees that the Department may at any time order it and/or its managing agent or Development manager to do whatever is necessary to comply with or refrain from violating an applicable law, ordinance, Department Rules, or term of an agreement regarding the Development, and that the Department may file and prosecute a complaint against a managing agent, Development manager, or the Development Owner for a violation of any applicable law or ordinance. The Development Owner acknowledges and agrees that, in the event that the Development Owner is found to have violated an applicable law, ordinance, Department Rules, or term of an agreement regarding the Development, the Department shall have the right, among other remedies and without limitation, to limit or deny participation by the Development Owner in any of the programs operated or administered by the Department; and/or assess appropriate administrative penalties and other sanctions.

(i) The Development Owner agrees to establish and maintain a reserve for replacement and repairs account in such initial amount and with such annual deposits required pursuant to Section 2306.186 of the Act. Upon a determination by the Department that the Development Owner has failed to maintain the Development in good and habitable condition and suitable for occupancy as hereinabove required, the replacement reserve account shall be held for the benefit of the Development Owner and the Development by such party as the Department shall direct, and disbursements shall be made there from on each of the Department.

(j) The Development Owner agrees to indemnify and hold harmless the Board members, Department officers, directors and employees from and against all liabilities, losses, claims, damages, judgments, costs and expenses (including, without limitation, reasonable attorneys’ fees) incurred by the Department as a result of any material inaccuracy in any of the representations and warranties contained in this Declaration, or as a result of any action or inaction by the Development Owner, including claims by third parties.

(k) The Development Owner agrees that should any claims, demands, suits, or other legal proceedings be made or instituted by any person against the Department and which arise out of any of the matters relating to this Declaration, Development Owner will cooperate fully with the Department in the defense or other disposition thereof.

(l) The Development Owner agrees to furnish the Department within 10 days of receipt with copies of all correspondence between the Development Owner and the Service with respect to the Development, other than tax returns and routine, periodic reports filed with the Service.
SECTION 7 - FEES

(a) To compensate the Department for its responsibilities pursuant to the Act and the Code, the Development Owner shall pay to the Department an annual compliance monitoring fee for the first twelve month period of this Declaration in the amount of $40 per Low-Income Unit in the Development. In no event shall the fee be less than $100. The fee will be collected, retroactively if applicable, beginning with the first year of the credit period. Subsequent anniversary dates on which the compliance monitoring fee payments are due will be determined by the month the first building is placed in service. Compliance fees may be adjusted from time to time by the Department.

(b) In addition to the compliance monitoring fee required by Section 7(a) hereof, the Development Owner shall pay to the Department a building inspection fee for any inspections that the Department requires or performs. The amount of such fee(s) will be determined by the Department in accordance with Department Rules, provided, however, that in no event will the fee be more than $1000 per Development.

(c) If the Department shall find the Development not to be in compliance with the terms hereof, the Development Owner shall pay to the Department (i) an additional administrative fee in an amount prescribed from time to time by the Department, which amount for the first twelve month period of this Declaration, shall not exceed $25 per Unit (without regard to the number of Low-Income Units), for additional monitoring and enforcement activities undertaken with respect to the Development and (ii) all amounts required to reimburse the Department for its expenses in performing such additional monitoring and enforcement activities. The administrative fee payable in the event of noncompliance shall be in addition to, and distinct from, the amount due pursuant to Section 7(a) hereof, as well as any reimbursements of costs and legal fees to which the Department may be entitled as a result of judicial enforcement action, and such fee shall be payable without respect to whether the Department undertakes or succeeds in judicial enforcement activities, for a period of up to three years following the Department's most recent finding of noncompliance with respect to the Development.

(d) For each successive twelve month period following the initial twelve month period of this Declaration, the administrative fees payable to the Department hereunder shall be the amounts established for the most recent administrative fee, multiplied by the increase in the Consumer Price Index for All Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the United States Department of Labor (or generally recognized successor to such index) for the same twelve month period of time.

(e) The Development Owner agrees that it will pay the annual compliance monitoring fee and the building inspection fee(s) at the times required by the Department therefore and that it will pay all additional charges, fees, and expenses assessed hereunder by the Department within ten (10) days of receipt of written notice of any such assessment.

SECTION 8 - MISCELLANEOUS

(a) Severability. This Declaration is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Declaration or the Application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Declaration and the Application of such provision to other persons or circumstances shall not be affected thereby, but rather shall remain in full force and effect and may be enforced to the greatest extent permitted by law and in the manner that best carries out the purposes of this Declaration.

(b) Notices. All notices to be given pursuant to this Declaration shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, delivered by hand, or delivered by any other method permitted by law, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

TO THE DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING & COMMUNITY AFFAIRS
P O BOX 13941
AUSTIN, TEXAS 78711-3941
ATTN: ASSET MANAGEMENT DIVISION

TO THE DEVELOPMENT OWNER:

RETREAT AT WESTLOCK, LTD.
8833 INTERCHANGE DRIVE
HOUSTON, TEXAS 77054
ATTN: HORACE ALLISON

DECLARATION OF LAND USE RESTRICTIVE COVENANTS FOR HOUSING TAX CREDITS
RETREAT AT WESTLOCK / TOHCA # 16444 PAGE 9
The Department, and the Development Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

(c) Amendment. This Agreement may not be amended or modified except by written instrument executed by both Development Owner and Department, or their respective heirs, successors or assigns, which instrument shall not be effective until it is recorded in the real property records in the county where the Development is located. Upon request by the Department, the Development Owner agrees that it will take all actions necessary to effect any amendment of this Declaration which may be necessary in the Department's sole discretion to comply with the Code, and any and all applicable rules, regulations, policies, procedures, rulings or other official statements pertaining to the Tax Credits.

(d) Governing Law. This Declaration shall be governed by the laws of the State of Texas, and, where applicable, the laws of the United States of America.

(e) Survival of Obligations. The obligations of the Development Owner as set forth herein and in the Application shall survive the allocation of the Tax Credit and shall not be deemed to terminate or merge with the awarding of the allocation. Additionally, ongoing and operational representations shall survive for the term of this Declaration as described in the Qualified Allocation Plan.

(f) Interpretation. The Department's interpretation of this Declaration shall be controlling for purposes of determining whether (i) the Compliance Period and/or Credit Period has commenced, (ii) this Declaration has been terminated in accordance with Section 5 hereof, and (iii) the additional use restrictions as set forth in "Additional Use Restrictions" attached hereto as Addendum B, "Additional Use Restrictions- Accessibility Requirements" attached hereto as Addendum C, "Additional Use Restrictions- Amenity Requirements" attached hereto as Addendum D, and "Additional Use Restrictions- Right of First Refusal" attached hereto as Addendum E, if and as applicable, have been complied with.
IN WITNESS WHEREOF, THE DEVELOPMENT OWNER AND THE DEPARTMENT HAVE CAUSED THIS DECLARATION TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES, AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

DEVELOPMENT OWNER:

RETREAT AT WESTLOCK, LTD.,
A TEXAS LIMITED PARTNERSHIP

BY: HCHA WESTLOCK, LLC,
A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: HCHA REDEVELOPMENT AUTHORITY, INC.,
A TEXAS NON-PROFIT CORPORATION, ITS SOLE MEMBER

NAME: HORACE ALLISON
TITLE: EXECUTIVE DIRECTOR

THE STATE OF: Houston
COUNTY OF: Harris

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED HORACE ALLISON, KNOWN TO ME TO BE THE EXECUTIVE DIRECTOR OF HCHA REDEVELOPMENT AUTHORITY, INC., A TEXAS NON-PROFIT CORPORATION, SOLE MEMBER OF HCHA WESTLOCK, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF RETREAT AT WESTLOCK, LTD., A TEXAS LIMITED PARTNERSHIP, THE LIMITED PARTNERSHIP THAT EXECUTED THE FOREGOING INSTRUMENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID LIMITED PARTNERSHIP, AND THAT HE/SHE EXECUTED THE SAME AS THE ACT OF SUCH LIMITED PARTNERSHIP FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8TH DAY OF June, 2017

BEVERLY JILL BURROUGHS
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires August 15, 2019

DECLARATION OF LAND USE RESTRICTIVE COVENANTS FOR HOUSING TAX CREDITS
RETREAT AT WESTLOCK/TXCHA# 15414 PAGE 11
DECLARATION OF LAND USE RESTRICTIVE COVENANTS FOR HOUSING TAX CREDITS
RVERT WAY WESTLOCK/TDHC# 15414 PAGE 12

DEPARTMENT:
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
A PUBLIC AND OFFICIAL AGENCY OF THE STATE OF TEXAS

By: [Signature]
NAME: RAQUEL MORALES
TITLE: ITS DULY AUTHORIZED OFFICER OR REPRESENTATIVE

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared,
RAQUEL MORALES, DULY AUTHORIZED OFFICER OR REPRESENTATIVE OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, A PUBLIC AND OFFICIAL AGENCY OF THE STATE OF TEXAS, ON BEHALF OF SUCH AGENCY.


(Seal)

LEE ANN CHANCE
Notary Public, State of Texas
My Commission Expires
NOV. 26, 2017

NOTARY PUBLIC, STATE OF TEXAS
COUNTY OF TRAVIS
MY COMPETENCY EXPIRES: 
JOINDER OF OWNER OF FEE TITLE IN DECLARATION

IN WITNESS WHEREOF, by its execution below, owner of fee title hereby agrees to (1) encumber, restrict, and bind its fee simple title to the Development and any and all right, title or interest which owner of fee title has in or to any of the Development Land; (2) be bound by the Declaration and (3) comply with each and every term, condition, covenant, and agreement as contained in the Declaration, to the same extent as if owner of fee title had been the named Development Owner in the Declaration and had executed the Declaration, provided, however, that owner of fee title shall not have any personal or individual liability with respect to the Declaration, or any obligations or restrictions evidenced thereby or arising thereunder.

OWNER OF FEE TITLE:

HARRIS COUNTY HOUSING AUTHORITY PUBLIC FACILITY CORPORATION,
A TEXAS NONPROFIT CORPORATION

By:

NAME: Horace Allison

TITLE: Secretary

The State of Texas

County of Harris

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Horace Allison, known to me to be the Secretary of HCA, a Texas Non-Profit Corp., that executed the foregoing instrument, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said (Corporation) and that he/she executed the same as the act of such (Corporation), for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 8th day of June 2017

(SEAL)

BEVERLY JILL BURROUGHS
Notary Public, State of Texas
My Commission Expires August 15, 2019

DECLARATION OF LAND USE RESTRICTIVE COVENANTS FOR HOUSING TAX CREDITS

RETRAT AT WESTLOCK/EDHCA # 1514

PAGE 13
FIELD NOTES FOR 9.358 ACRE TRACT

Being a tract of land containing 9.358 acres located in the William Perkins Survey, Abstract-621, in Harris County, Texas; said 9.358 acres being all of Unrestricted Reserve "A", Block 1, Retreat at Westlock, a subdivision plat filed under F.C. No. 69524 of the Harris County Map Records (H.C.M.R.); and being all of a tract of land recorded in the name of Harris County Housing Authority Public Facility Corporation in Harris County Clerk's File Number (H.C.C.F. No.) 20140369775; said 9.358 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, South Central Zone, per GPS observations):

BEGINNING at a 1/2-inch iron rod found at the north corner of Block 17, Lot 29 of a Partial Re-Plat, Westbourne, Section One, a subdivision plat recorded in Volume 316, Page 49, H.C.M.R., on the southeast right-of-way (R.O.W.) line of Westlock Drive (R.O.W. width varies per H.C.C.F. No. F651507), for the most westerly corner of said Unrestricted Reserve "A" Retreat at Westlock and the herein described tract;

THENCE, with lines common to said Unrestricted Reserve "A" Retreat at Westlock and the southeast R.O.W. lines of said Westlock Drive, the following four (4) courses:

1. 105.25 feet along the arc of a curve to the right, having a radius of 770.00 feet, through a central angle of 07 degrees 49 minutes 55 seconds, with a chord bearing of North 44 degrees 18 minutes 55 seconds East, a distance 105.17 feet, to a 1/2-inch iron rod found at a point of tangency;

2. North 48 degrees 13 minutes 52 seconds East, a distance of 401.39 feet, to a 1/2-inch iron rod found at the beginning of a curve to the right;

3. 154.59 feet along the arc of said curve to the right, having a radius of 600.00 feet, through a central angle of 14 degrees 45 minutes 43 seconds, with a chord bearing of North 55 degrees 36 minutes 44 seconds East, a distance 154.16 feet, to a 1/2-inch iron rod found at a point of tangency;

4. North 62 degrees 59 minutes 35 seconds East, a distance of 37.43 feet, to a 3/4-inch iron rod found at the northwest end of a cutback from the southeast R.O.W. line of said Westlock Drive to the southwest R.O.W. line of State Highway 249 (350-feet wide R.O.W. per H.C.C.F. No. P620062).

THENCE, with the line common to said Unrestricted Reserve "A" Retreat at Westlock and said cutback line, South 68 degrees 11 minutes 09 seconds East, a distance of 53.14 feet, to a 5/8-inch iron rod found at the southeast end of said cutback line on the southwest R.O.W. line of State Highway 249;

THENCE, with the line common to said Unrestricted Reserve "A" Retreat at Westlock and the southwest R.O.W. line of said State Highway 249, South 28 degrees 59 minutes 41 seconds East, a distance of 603.09 feet, to a 5/8-inch iron rod found at the most northerly corner of Unrestricted Reserve "A", Block 1, of Willowbrook Church, a subdivision plat recorded in Film Code No. 637146, H.C.M.R., marking the most easterly corner of said Unrestricted Reserve "A" and the herein described tract;

THENCE, with the line common to said Unrestricted Reserve "A" Retreat at Westlock and the northwest line of said Unrestricted Reserve "A" Willowbrook Church, South 48 degrees 14 minutes 00 seconds West, a distance of 553.45 feet, to a 5/8-inch iron rod found at the most easterly corner Block 17, Lot 15 of said Partial Re-Plat, Westbourne, Section One, marking the most southerly corner of said 9.360 acre tract and the herein described tract;

THENCE, with lines common to said Unrestricted Reserve "A" Retreat at Westlock and Block 17 of said Partial Re-Plat, Westbourne, Section One, the following two (2) courses:

1. North 35 degrees 54 minutes 14 seconds West, a distance of 481.04 feet, to a 1/2-inch iron rod found marking an angle point of the herein described tract;

2. North 60 degrees 01 minutes 08 seconds West, a distance of 189.71 feet, to the POINT OF BEGINNING and containing 9.358 acres of land.
EXHIBIT B – PERMITTED ENCUMBRANCES AND EXCEPTIONS

As set forth in Film Code No. 665242, of the Map Records of Harris County, Texas and under Harris County Clerk’s File No. 20140389783, and under Land Use Restriction Agreement recorded under Harris County Clerk’s File No. 20150395682.

AMENDED AND RESTATED CONSTRUCTION AND PERMANENT LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING dated August 1, 2015, filed for record on August 31, 2015, under HARRIS County Clerk’s File No. 20150395664, executed by RETREAT AT WESTLOCK, LTD., a Texas partnership, to Nathan Russell, Trustee(s), to secure the payment of one note in the principal sum of $12,000,000.00, payable to the order of HARRIS COUNTY HOUSING AUTHORITY PUBLIC FACILITY CORPORATION, INC., a Texas public nonprofit corporation.

(a) Said note and lien having been assigned to U.S. BANK NATIONAL ASSOCIATION by Assignment of Deed of Trust and Loan Documents instrument recorded under HARRIS County Clerk’s File No. 20150396813.

(b) Subordinate Leasehold Deed of Trust dated August 28, 2014, filed for record on September 2, 2014, under County Clerk’s File No. 20140389782, executed by Retreat at Westlock, Ltd., a Texas limited partnership, to David B. Turkel, Trustee(s), to secure the payment of one note in the principal sum of $1,885,000.00, payable to the order of Harris County Housing Authority Public Facility Corporation, and subject to all of the terms, conditions and stipulations contained therein, including but not limited to any other and future indebtedness also secured by this lien.

(c) Regulatory Agreement Declaration of Covenants and Restrictions filed for record on September 2, 2014, under Harris County Clerk’s File No. 20140389783.

(d) Intercreditor and Subordination Agreement, filed for record on September 2, 2014, under Harris County Clerk’s File No. 20140389784.

(e) Leasehold Deed of Trust dated August 1, 2015, filed for record on September 1, 2015, under Harris County Clerk’s File No. 20150396814, executed by HARRIS COUNTY HOUSING AUTHORITY PUBLIC FACILITY CORPORATION, a Texas public non-profit corporation, to NATHAN RUSSELL, Trustee(s), to secure the payment of one note in the principal sum of $12,000,000.00, payable to the order of U.S. BANK NATIONAL ASSOCIATION, a national banking association.

(f) UCC Financing Statement recorded September 1, 2015, under Harris County Clerk’s File No. 20150396815, executed by HARRIS COUNTY HOUSING AUTHORITY PUBLIC FACILITY CORPORATION, as debtor(s) to U.S. BANK NATIONAL ASSOCIATION as secured party.

(g) UCC Financing Statement recorded September 1, 2015, under Harris County Clerk’s File No. 20150396816, executed by RETREAT AT WESTLOCK, LTD. as debtor(s) to U.S. BANK NATIONAL ASSOCIATION as secured party.

(h) Deed of Trust dated August 21, 2015, filed for record on September 1, 2015, under Harris County Clerk’s File No. 20150396817, executed by RETREAT AT WESTLOCK, LTD., to BARRY PALMER, Trustee(s), to secure the payment of one note in the principal sum of $7,899,843.00, payable to the order of HCHA REDEVELOPMENT AUTHORITY, INC.

(i) Intercreditor and Subordination Agreement dated August 1, 2015, recorded on September 1, 2015, under Harris County Clerk’s File No. 20150396818.

(j) Intercreditor and Subordination Agreement dated August 1, 2015, recorded on September 1, 2015, under Harris County Clerk’s File No. 20150396819.

(k) Leasehold rights of parties in possession as tenants only under any unrecorded leases Terms, conditions and provisions as set forth in that certain Memorandum of Ground Lease by and between HARRIS COUNTY HOUSING AUTHORITY PUBLIC FACILITY CORPORATION, a Texas public body corporate and politic organized under the laws of the State of Texas as Landlord and RETREAT AT WESTLOCK, LTD., a Texas limited partnership, as Tenant, effective August 28, 2014, and filed for record under Harris County Clerk’s File No. 20140389789.
EXHIBIT B – PERMITTED ENCUMBRANCES AND EXCEPTIONS (CONT’D)

(1) 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.

(m) An easement eight (8) feet in width along the southwesterly property line adjoining Block 17 of Westbourne Section One, together with an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent thereto for the use of public utilities, as set out on plat recorded in Volume 316, Page 49 of the Map Records of Harris County, Texas, and as shown on plat recorded under Film Code No. 665242 of the Map Records of Harris County, Texas.

(n) Terms and provisions of an Order Authorizing Northwest Harris County Municipal Utility District No. 15 to Adopt and impose a Standby Fee, a certified copy of which is filed for record under Harris County Clerk’s File No. R233646.

(o) Pipeline right of way easement sixty-six (66) feet in width traversing the southeasterly portion of subject property in favor of Trunkline Gas Company, a Delaware Corporation, as set forth in instrument filed for record under Harris County Clerk’s File No. R475057, and as shown on plat recorded under Film Code No. 665242 of the Map Records of Harris County, Texas.

(p) Water line easement ten (10) feet in width granted to Northwest Harris County Municipal Utility District No. 15 as set forth in instrument filed for record under Harris County Clerk’s File No. U398509, and as shown on plat recorded under Film Code No. 665242 of the Map Records of Harris County, Texas.

(q) One ninety-sixth (1/96th) non-participating royalty interest in all of the oil, gas and other minerals in and under the herein described property, as reserved in instrument recorded in Volume 3090, Page 681, of the Deed Records of Harris County, Texas.

(r) One ninety-sixth (1/96th) non-participating royalty interest in all of the oil, gas and other minerals in and under the herein described property, as reserved in instrument recorded in Volume 3090, Page 684, of the Deed Records of Harris County, Texas.

(s) One ninety-sixth (1/96th) non-participating royalty interest in all of the oil, gas and other minerals in and under the herein described property, as reserved in instrument recorded in Volume 4140, Page 21, of the Deed Records of Harris County, Texas.

(t) Two ninety-sixths (2/96ths) non-participating royalty interest in all of the oil, gas and other minerals in and under the herein described property, as reserved in instrument recorded in Volume 4140, Page 35, of the Deed Records of Harris County, Texas.

(u) One-half (1/2) of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted therefrom as the same are set forth in instrument filed for record under Harris County Clerk’s File No. F434999 (Said interest not investigated subsequent to date of reservation or conveyance.)

(v) One-half (1/2) of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted therefrom as the same are set forth in instrument filed for record under Harris County Clerk's File No. L488518 (Said interest not investigated subsequent to date of reservation or conveyance.)

(w) The terms, conditions and stipulations of that certain Mineral Lease dated May 27, 1977, from Unit Development Company, a Texas Corporation, as Lessor, to Edward Mike Davis, dba Tiger Oil Company, a sole proprietorship, as Lessee, filed for record under Harris County Clerk's File No. F201779, partially released by instrument filed for record under Harris County Clerk's File No. G741219. (The above lease not checked subsequent to date.)

(x) Above lease subject to that certain Designation of Production Unit, Champlin Petroleum Company Unit Development Gas Unit No. 1, as set forth in instrument filed for record under Harris County Clerk’s File No. G829963.
EXHIBIT B – PERMITTED ENCUMBRANCES AND EXCEPTIONS (CONT’D)

(y) Subject property has frontage or abuts State Highway 249, which is a controlled access highway. The Company by this Policy does not insure against the exercise of power by governmental authorities to limit, control or deny access, ingress or egress to the above-described property from State Highway 249 or service road which the subject property abuts, nor does it insure that the assured has or shall continue to have access, ingress and egress from such property to and from such highway and service road.

(z) The following matters reflected on the recorded plat filed under Film Code No. 665242, of the Map Records of Harris County, Texas:  

An easement for drainage purposes extending fifteen (15) feet on each side of the centerline of all natural drainage courses.

Building setback line ten (10) feet in width along Westlock Drive.

Building setback line twenty-five (25) feet in width along State Highway 249.

(aa) We have been furnished with a plat of survey made by Carolyn J. Quinn, R.P.L.S. No. 6033, dated April 22, 2014, revised August 18, 2014 and last revised August 28, 2015. Said survey reflects the following matters:

1. Electric meter pole located near northwest corner of subject property.

2. Wood fence enclosing gas valves within the Trunkline Gas Company easement encloses part of adjoining property.

3. Fence is not located along the southerly property line(s), as shown on survey made by Carolyn J. Quinn, Registered Professional Land Surveyor No. 6033, dated April 22, 2014, revised August 18, 2014 and revised August 26, 2015. T-19.1 coverage is not available as to this exception only. Upon request and payment of applicable premium, T-19 coverage is available as to this matter without deletion or exception to this matter on any Loan Policy issued. Paragraph No(s). 4.b is/are hereby deleted from any T-19.1 Endorsement, as to this exception only.

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

(cc) 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 not insure that no such liens have been filed with the County Clerk of Harris County, Texas, prior to the date hereof.

(dd) Regulatory Agreement and Declaration of Restrictive Covenants By and Among HARRIS COUNTY HOUSING AUTHORITY PUBLIC FACILITY CORPORATION as Issuer, and U.S. BANK NATIONAL ASSOCIATION, as Trustee, and RETREAT AT WESTLOCK, LTD., as Borrower, dated August 1, 2015, and recorded on August 31, 2015, under Harris County Clerk’s File No. 20150395861.

(cc) Land Use Restriction Agreement by and between HCHA REDEVELOPMENT AUTHORITY, INC., a Texas non-profit corporation and sponsored affiliate of the Harris County Housing Authority, and RETREAT AT WESTLOCK, LTD., a Texas limited partnership, recorded on August 31, 2015, under Harris County Clerk’s File No. 20150395862.
ADDENDUM A TO DECLARATION – CONSENT AND SUBORDINATION OF LIENHOLDER

[TO BE EXECUTED BY EACH LIENHOLDER ON THE DEVELOPMENT AS OF THE EFFECTIVE DATE OF THE DECLARATION.]

The undersigned lien holder ("LIEN HOLDER") hereby consents to the execution by Development Owner of the foregoing Declaration for Retreat at Westlock (the "Development Improvements").

LIEN HOLDER hereby subordinates its lien(s) to the rights and interests created pursuant to Section 5(c) of the Declaration such that a foreclosure of its lien(s) shall not extinguish such rights and interests.

LIEN HOLDER acknowledges and agrees that, pursuant to Section 5(b)(1) of the Declaration, the Declaration will terminate on the date the Development is acquired by foreclosure or deed in lieu of foreclosure, upon the recorded declaration of the party so acquiring the building (unless it is determined that such acquisition is part of an arrangement with Borrower for a purpose which is to terminate such period); provided, however, LIEN HOLDER hereby acknowledges and agrees that the acquisition of the Development by any party by foreclosure or instrument in lieu of foreclosure shall be subject to the provisions of Section 5(c) of the Declaration, which provisions shall continue in full force and effect for a period of three (3) years from the date of such acquisition, provided, further, that such provisions shall not apply during such period if and to the extent that compliance therewith is not possible as a consequence of damage, destruction, condemnation or similar event with respect to the Development.

Executed to be effective the __ day of __, 2017.

LIENHOLDER: U.S. Bank National Association as Trustee

By: ________________________________

NAME: SHABIA FLORES

TITLE: VICE PRESIDENT

The State of ___

COUNTY OF ___________

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that SHABIA FLORES, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, being informed of the contents of such document, executed the same voluntarily.

Given under my hand, official seal this __ day of __, 2017.

__________________________________

Launette Chan Griffith
Notary Public Signature

Notary Public, State of: Texas
Countj of: Harris
My Commission Expires: February 1, 2020

DECLARATION OF LAND USE RESTRICTIVE COVENANTS FOR HOUSING TAX CREDITS
Retreat at Westlock Addendum To HOA #15144
ADDENDUM A TO DECLARATION – CONSENT AND SUBORDINATION OF LIENHOLDER

[To be executed by each lien holder on the development as of the effective date of the declaration.]

THE UNDERSIGNED LIEN HOLDER ("LIEN HOLDER") HEREBY CONSENTS TO THE EXECUTION BY DEVELOPMENT OWNER OF THE FOREGOING DECLARATION FOR RETREAT AT WESTLOCK ("THE "DEVELOPMENT IMPROVEMENTS")

LIEN HOLDER HEREBY SUBORDINATES ITS LIEN(S) TO THE RIGHTS AND INTERESTS CREATED PURSUANT TO SECTION 5(c) OF THE DECLARATION SUCH THAT A FORECLOSURE OF ITS LIEN(S) SHALL NOT EXTINGUISH SUCH RIGHTS AND INTERESTS.

LIEN HOLDER ACKNOWLEDGES AND AGREES THAT, PURSUANT TO SECTION 5(g)(1) OF THE DECLARATION, THE DECLARATION WILL TERMINATE ON THE DATE THE DEVELOPMENT IS ACQUIRED BY FORECLOSURE OR DEED IN LIEU OF FORECLOSURE, UPON THE RECORDERED DECLARATION OF THE PARTY SO ACQUIRING THE BUILDING (UNLESS IT IS DETERMINED THAT SUCH ACQUISITION IS PART OF AN ARRANGEMENT WITH BORROWER, A PURPOSE OF WHICH IS TO TERMINATE SUCH PERIOD); PROVIDED, HOWEVER, LIEN HOLDER HEREBY ACKNOWLEDGES AND AGREES THAT THE ACQUISITION OF THE DEVELOPMENT BY ANY PARTY BY FORECLOSURE OR INSTRUMENT IN LIEU OF FORECLOSURE SHALL BE SUBJECT TO THE PROVISIONS OF SECTION 5(c) OF THE DECLARATION, WHICH PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF SUCH ACQUISITION, PROVIDED FURTHER, THAT SUCH PROVISIONS SHALL NOT APPLY DURING SUCH PERIOD IF AND TO THE EXTENT THAT COMPLIANCE THEREWITH IS NOT POSSIBLE AS A CONSEQUENCE OF DAMAGE, DESTRUCTION, CONDEMNATION OR SIMILAR EVENT WITH RESPECT TO THE DEVELOPMENT.

EXECUTED TO BE EFFECTIVE THE DAY OF ___________ 2017

LIENHOLDER: HARRIS COUNTY HOUSING AUTHORITY PUBLIC FACILITY CORPORATION

By: ___________________________

NAME: Horace Ellison

TITLE: Secretary

The State of Texas

The County of Harris

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT Horace Ellison, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, being informed of the contents of such document, executed the same voluntarily.

GIVEN UNDER MY HAND, OFFICIAL SEAL THIS ___ DAY OF ______, __________.

BEVERLY JILL BURROUGHS

NOTARY PUBLIC

My Commission Expires August 15, 2019

DECLARATION OF LAND USE RESTRICTIVE COVENANTS FOR HOUSING TAX CREDITS

RETREAT AT WESTLOCK ADDENDUM / TCHCA #15414

PAGE 19
ADDENDUM B TO DECLARATION – ADDITIONAL USE RESTRICTIONS

AFFIRMATIVE MARKETING (10 TAC§10.204, AS MAY BE AMENDED)
The Development Owner will affirmatively market to veterans through direct marketing or contracts with veteran's organizations. The Development Owner will be required to identify how they will affirmatively 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 in writing by the Department.

RENT AND OCCUPANCY RESTRICTIONS

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If at recertification the Tenant's household income exceeds the applicable limit, to maintain compliance, the owner agrees to follow recertification guidance in accordance with the Department Rules as amended from time to time.

MATERIAL PARTICIPATION BY QUALIFIED NONPROFIT ORGANIZATION
Throughout the Compliance Period, the ownership structure of the General Partner of the Development Owner shall contain a Qualified Nonprofit Organization (as defined in Section 42(h)(5)(C) of the Code). The Qualified Nonprofit Organization shall materially participate (within the meaning of Section 469(h) of the Code) in the development and operation of the Development throughout the Compliance Period, shall have experience directly related to the housing industry, and shall otherwise meet the requirements of Section 42(h)(5) of the Code and Section 2306.185 of the Texas Government Code. The Principals of the Qualified Nonprofit Organization cannot be a Related Party to any Principals of the Applicant or Developer unless the Related Party is a wholly-owned subsidiary of the Qualified Nonprofit Organization. At the time this Declaration is filed, the Qualified Nonprofit Organization which shall own such interest and shall so materially participate in the development and operation of the Development is ___________.

The Development Owner shall notify the Department (i) of any change in the status or role of such organization with respect to the Development and (ii) if such organization is proposed to be replaced by a different Qualified Nonprofit Organization, that organization must meet the requirements of 42(h)(6) and Section 2306.185 of the Texas Government Code at time of transfer.

QUALIFIED ELDERLY DEVELOPMENT
Throughout the Term, unless otherwise permitted by the Department, this Development must conform to the exemption for housing for older persons under the Federal Fair Housing Act (42 U.S.C. §3601, as amended) and must be a Development which:

- Is intended for, and solely occupied by persons who are 62 or older.

PROVISION OF SUPPORTIVE SERVICES
The Development Owner has been awarded points based on providing a combination of special supportive services appropriate for the proposed tenants through the Extended Use Period. The Development Owner may change, from time to time, the services offered; however, the overall points must remain the same. No rent or fees may be charged to the tenant for providing these services. Services must be provided on-site or transportation to off-site services must be provided. Owner must provide a minimum ___ total points worth of services from the following list:

- joint use library center, as evidenced by a written agreement with the local school district (2 points);
- weekday character building program (shall include at least on a monthly basis a curriculum based character building presentation on relevant topics (i.e. teen dating violence, drug prevention, teambuilding, internet dangers, stranger danger, etc.)) (2 points);
- daily transportation (i.e. bus passes, cab vouchers, specialized van on-site) (4 points);
- Food pantry/common household items accessible to residents at least on a monthly basis (1 point);
- GED preparation classes (shall include an instructor providing on-site coursework and exam) (1 point);
ADDENDUM B TO DECLARATION – ADDITIONAL USE RESTRICTIONS (CONT’D)

- English as a second language classes (shall include an instructor providing on-site coursework and exam) (1 point);
- quarterly financial planning courses (i.e. homebuyer education, credit counseling, investing advice, retirement plans, etc.). Courses must be offered through an on-site instructor; a CD-Rom or online course is not acceptable (1 point);
- annual health fair (1 point);
- quarterly health and nutritional courses (1 point);
- organized youth programs offered by the Development (1 point);
- scholastic tutoring (shall include weekday homework help or other focus on academics) (3 points);
- Notary Public Services during regular business hours (§2306.6710(b)(3) of the Act) (1 point);
- weekly exercise classes (2 points);
- twice monthly arts, crafts and other recreational activities such as Book Clubs and creative writing classes (2 points);
- annual income tax preparation (offered by an income tax prep service) (1 point);
- monthly transportation to community/social events (i.e. mall trips, community theatre, bowling, organized tours, etc.) (1 point);
- twice monthly on-site social events (i.e. potluck dinners, game night, sing-a-longs, movie nights, birthday parties, etc.) (1 point);
- specific case management services offered by a qualified Owner or Developer or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing (1 point);
- weekly home chore services (such as valet trash removal, assistance with recycling, furniture movement, etc. and quarterly preventative maintenance including light bulb replacement) for seniors and Persons with Disabilities (2 points); and
- any of the following programs described under Title IV-A of the Social Security Act (42 U.S.C. §601, et seq.) which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families (1 point);
- contracted career training and placement partnerships with local workforce offices, culinary programs, or vocational counseling services; also resident training programs that train and hire residents for job opportunities inside the development in areas like leasing, tenant services, maintenance, landscaping, or food and beverage operation (2 points);
- external partnerships for provision of weekly AA or NA meetings at the Development Site (2 points);
- contracted onsite occupational or physical therapy services for seniors and Persons with Disabilities (2 points);
- a full-time resident services coordinator with a dedicated office space at the Development (2 points);
- a resident-run garden (1 point);
- Development Sites located within one mile radius of one of the following can also qualify for one (1) point:
  - (i) Facility for treatment of alcohol and/or drug dependency;
  - (ii) Facility for treatment of PTSD and other significant psychiatric or psychological conditions;
  - (iii) Facility providing therapeutic and/or rehabilitative services relating to mobility, sight, speech, cognitive, or hearing impairments; or
  - (iv) Facility providing medical and/or psychological and/or psychiatric assistance for persons of limited financial means.
ACCESSIBILITY

The Development will comply with the accessibility standards under 24 CFR Part 8, Subpart C which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and the 24 CFR Part 100 which implements the "Federal Fair Housing Act (42 U.S.C. §3601 et. seq.), as further described in Title 10, Part 1, Chapter 1, Subchapter B of the Texas Administrative Code.

ACCESSIBILITY REQUIREMENTS:

A minimum of 5% of the total dwelling Units or at least one Unit, whichever is greater, shall be made accessible for persons with mobility impairments. A Unit that is on an accessible route and is adaptable and otherwise compliant with 2010 ADA Standards for Accessible Design 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. Accessible units must, to the maximum extent feasible, be distributed throughout the Development and site and shall be made available in a sufficient range of sizes and amenities so that the choice of living arrangements is comparable to that of other persons eligible for housing assistance under the same program. An additional 2% of the total dwelling Units, or at least one Unit, whichever is greater, shall be accessible for persons with hearing or vision impairments. The following units are fully accessible in accordance with the 2010 ADA standards with the exceptions listed in 79 FR 29671:

Mobility accessible: 105, 154, 219, 226, 304, 333, 340

Hearing or Visual Impairment Accessible: 115, 124, 243

Additionally, for Developments involving New Construction (excluding New Construction of non-residential buildings) where some Units are two-stories or single family design and are normally exempt from Fair Housing accessibility design requirements, a minimum of 20% of each Unit type (i.e., one bedroom one bath, two bedroom one bath, two bedroom two bath, three bedroom two bath) must provide an accessible entry level and all common-use facilities in compliance with the Fair Housing Guidelines, and include a minimum of one bedroom and one bathroom or powder room at the entry level. The following units meet this requirement: N/A.
ADDENDUM D TO DECLARATION – ADDITIONAL USE RESTRICTIONS – AMENITY REQUIREMENTS

All of the following amenities must be compliant with state and federal laws, including but not limited to, fair housing laws, including Chapter 301 of the Texas 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 Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.); the Rehabilitation Act of 1973 (29 U.S.C. §794 et seq.); Fair Housing Accessibility; the Texas Fair Housing Act; and that the development is designed consistent with the Fair Housing Act Design Manual produced by HUD, the Code Requirements for Housing Accessibility 2000 (or as amended from time to time) produced by the International Code Council and the Texas Accessibility Standards (Sections 2306.257 and 2306.6705(7) of the Act). In addition, Pursuant to Sections 2306.6722 and 2306.6730 of the Act, any development supported with a Housing Tax Credit allocation shall comply with the accessibility standards that are required under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), and specified under 24 CFR Part 8, Subpart C and as further described in Title 10, Part 1, Chapter 1, Subchapter B of the Texas Administrative Code. At the time this declaration is filed, the owner has provided a certification from the Development engineer, an accredited architect or Department-approved third party accessibility specialist that the above stipulations have been sufficiently met as required in the 2015 Department Rules.

THRESHOLD CRITERIA:

The owner has represented that the following amenities will be present at the property through the Extended Use Period. No rent or fees may be charged for any of the amenities marked below throughout the Extended Use Period. The amenities selected must be made available for the benefit of all tenants.

MANDATORY DEVELOPMENT AMENITIES

Required of all developments unless expressly identified as not required

- All Units must be wired with RG-6U COAX or better and CAT3 phone cable or better, wired to each bedroom, dining room and living room (not required for Rehabilitation Developments);
- Laundry Connections (not required for Rehabilitation Developments or Supportive Housing);
- Blinds or window coverings for all windows;
- Screens on all operable windows;
- Disposal and Energy Star rated dishwasher (not required for TRDC-USDA Developments or Supportive Housing; Rehabilitation Developments exempt from dishwasher if one was not originally in the Unit);
- Energy-Star rated Refrigerator (not required for Supportive Housing);
- Oven/Ranges (not required for Supportive Housing);
- Exhaust/vent fans (vented to the outside) in bathrooms (not required for Rehabilitation Developments);
- At least one Energy-Star rated ceiling fan per Unit (not required for Supportive Housing);
- Energy-Star rated lighting fixtures in all Units which may include compact fluorescent bulbs or LED light bulbs;
- Plumbing fixtures (toilets and faucets) must meet design standards at 30 TAC §280.252;
- All Units must be have central heating and air-conditioning (Packaged Terminal Air Conditioners meet this requirement for SRO or Efficiency Units only);
- Adequate parking space consistent with local code (not required for Supportive Housing; 1.5 spaces per Unit for non-elderly Developments; 1 space per Unit for elderly Developments).

COMMON AMENITIES

Owner must provide a minimum of 14 total points worth of common amenities based on the size of the Development. For Developments with 41 Units or more, at least two (2) of the points must come from the options under Green Building Features. The Development Owner may change, from time to time, the amenities offered; however, the overall points must remain the same.

- Full perimeter fencing (2 points);
- Controlled gate access (2 points);
- Gazebo with seating (1 point);
- Accessible walking/jogging path separate from a sidewalk and in addition to required accessible routes to Units or other amenities (1 point);
- Community laundry room with at least one washer and dryer for every 40 Units (3 points);
- Barbecue grill and picnic table at least one of each for every 50 Units (1 point);
- Covered pavilion that includes barbecue grills and tables at least one grill and table for every 50 units (2 points);
- Swimming pool (3 points).
ADDENDUM D TO DECLARATION – ADDITIONAL USE RESTRICTIONS – AMENITY REQUIREMENTS (CONT’D)

- Splash pad/water feature play area (1 point);
- Furnished fitness center. Equipped with fitness equipment options with at least one option per every 40 Units or partial increment of 40 Units: stationary bicycle, elliptical trainer, treadmill, rowing machine, universal gym, multi-functional weight bench, sauna, stair-climber or other similar equipment. Equipment shall be commercial use grade or quality. All Developments must have at least two equipment options but are not required to have more than five equipment options regardless of number of Units (2 points);
- Equipped and functioning business center or equipped computer learning center. Must be equipped with 1 computer for every 30 Units loaded with basic programs, 1 laser printer for every 3 computers (minimum of one printer) and at least one scanner which may be integrated with printer (2 points);
- Furnished Community room (2 points);
- Library with an accessible sitting area (separate from the community room) (1 point);
- Enclosed community sun porch or covered community porch/patio (1 point);
- Service coordinator office in addition to leasing offices (1 point);
- Senior Activity Room stocked with supplies (Arts and Crafts, etc.) (2 points);
- Health Screening Room (1 point);
- Secured Entry (applicable only if all Unit entries are within the building’s interior) (1 point);
- Horseshoe pit, putting green, shuffleboard court, video game console(s) with a variety of games and a dedicated location accessible to all tenants to play such games (1 point);
- Community Dining Room with or warming kitchen furnished with adequate tables and seating (3 points);
- One Children’s Playscape Equipped for 5 to 12 year olds, or one Tot Lot; (1 point). Can only select this item if the following item is not selected; or
- Two Children’s Playscapes Equipped for 5 to 12 year olds, or two Tot Lots, or one of each (2 points). Can only select this item if the above item is not selected;
- Sport Court (Tennis, Basketball or Volleyball) (2 points);
- Furnished and staffed Children’s Activity Center that must have age appropriate furnishings and equipment. Appropriate levels of staffing must be provided during after-school hours and during school vacations (3 points);
- Community Theater Room equipped with a 52 inch or larger screen with surround sound equipment; DVD player; and theater seating (3 points);
- Dog Park area that is fully enclosed and intended for tenant owned dogs to run off lease or a dog wash station with plumbing for hot and cold water connections and tub drainage (requires that the Development allow dogs) (1 point);
- Common area Wi-Fi (1 point);
- Twenty-four hour live monitored camera/security system in each building (3 points);
- Secured bicycle parking (1 point);
- Rooftop viewing deck (2 points); or
- Green Building Features. Points under this item are intended to promote energy and water conservation, operational savings and sustainable building practices. Points may be selected from only one of four categories: Limited Green Amenities, Enterprise Green Communities, Leadership in Energy and Environmental Design (LEED) and ICC 700 National Green Building Standard. The items listed below constitute the minimum requirements for demonstrating green building of housing tax credit Developments (maximum 4 points from below list).
  - Limited Green Amenities (2 points). Six (6) of the twenty-two (22) items listed below must be met in order to qualify for the maximum number of two (2) points under this item:
    - a rainwater harvesting/collection system and/or locally approved greywater collection system;
    - native trees and plants installed that reduce irrigation requirements and are appropriate to the Development Site’s soil and microclimate to allow for shedding in the summer and heat gain in the winter;
    - installation of water-conserving fixtures that meet the EPA’s WaterSense Label. Such fixtures must include low-flow or high-efficiency toilets, bathroom lavatory faucets, showerheads, and kitchen faucets. Rehabilitation Developments may install compliant faucet aerators instead of replacing the entire faucets;
    - all of the HVAC condenser units are located so they are fully shaded 75% of the time during summer months (i.e. May through August) as certified by the design team at cost certification;
    - installation of Energy-Star qualified hot water heaters or those that are part of an overall Energy-Star efficient system;
    - installation of individual or sub-metered utility meters. Rehabilitation Developments may claim sub-meter only if not already sub-metered at the time of Application;
    - healthy finish materials including the use of paints, stains, adhesives and sealants consistent with the Green Seal 11 standard or other applicable Green Seal standard;
ADDENDUM D TO DECLARATION – ADDITIONAL USE RESTRICTIONS – AMENITY REQUIREMENTS (CONT'D)

- installation of daylight sensor, motion sensors or timers on all exterior lighting and installation of fixtures that include automatic switching on timers or photocell controls for all lighting not intended for 24-hour operation or required for security;
- recycling service provided throughout the Compliance Period;
- for Rehabilitation developments or developments with 41 units or less, construction waste management system provided by contractor that meets LEED's minimum standards;
- for Rehabilitation developments or developments with 41 units or less, clothes dryers vented to the outside;
- for developments with 41 units or less, at least 25% by cost FSC certified salvaged wood products;
- location of water fixtures within 20 feet of hot water heater;
- drop irrigation at non-turf areas;
- radiant barrier decking for New Construction Developments or "cool" roofing materials;
- permanent shading devices for windows with solar orientation;
- Energy-Star certified insulation products;
- full cavity spray foam insulation in walls;
- Energy-Star rated windows;
- floor score certified flooring;
- sprinkler system with rain sensors; or
- NAUF (No Added Urea Formaldehyde) cabinets.

- Enterprise Green Communities (4 points). The Development must incorporate all mandatory and optional items applicable to the construction type (i.e. New Construction, Rehabilitation, etc.) as provided in the most recent version of the Enterprise Green Communities Criteria found at http://www.greencommunitiesonline.org.
- LEED (4 points). The Development must incorporate, at a minimum, all of the applicable criteria necessary to obtain a LEED Certification, regardless of the rating level achieved (i.e. Certified, Silver, Gold or Platinum).
- ICC 700 National Green Building Standard (4 points). The Development must incorporate, at a minimum, all of the applicable criteria necessary to obtain a National Green Building Standard Certification, regardless of the rating level achieved (i.e. Bronze, Silver, Gold, or Emerald).
ADDENDUM D TO DECLARATION — ADDITIONAL USE RESTRICTIONS — AMENITY REQUIREMENTS (CONT’D)

SELECTION CRITERIA:

The owner has represented that the following unit amenities will be present at the property through the Extended Use Period. Fees in addition to rent may not be charged for any of the amenities marked below throughout the Extended Use Period. The owner was awarded points based on providing specific amenity and quality features in every Unit at no extra charge to the tenant. The following section identifies the amenities elected at the time of application for which points were awarded. The Development Owner may change, from time to time, the amenities offered; however, the overall points must remain the same. Owner must provide at a minimum 7 total points of unit amenities from the following list.

UNIT AMENITIES

- Covered entries (0.5 point);
- Nine foot ceilings in living room and all bedrooms (at minimum) (0.5 point);
- Microwave ovens (0.5 point);
- Self-cleaning or continuous cleaning ovens (0.5 point);
- Refrigerator with icemaker (0.5 point);
- Storage room or closet, of approximately 9 square feet or greater, separate from and in addition to bedroom, entryway or linen closets and which does not need to be in the Unit but must be on the property site (0.5 point);
- Energy-Star qualified laundry equipment (washers and dryers) for each individual Unit; must be front loading washer and dryer in required accessible Units (1.5 points);
- Thirty (30) year shingle or metal roofing (0.5 point);
- Covered patios or covered balconies (0.5 point);
- Covered parking (including garages) of at least one covered space per Unit (1.5 points);
- Greater than 30% stucco or masonry (includes stone, cultured stone, and brick but excludes cementitious siding) on all building exteriors; the percentage calculation may exclude exterior glass entirely (2 points);
- R-15 Walls / R-30 Ceilings (rating of wall/ceiling system) (1.5 points);
- 14 SEER HVAC (or greater) for New Construction, Adaptive Reuse, and Reconstruction or radiant barrier in the attic for Rehabilitation (excluding Reconstruction) (1.5 points);
- High Speed Internet service to all Units (can be wired or wireless; required equipment for either must be provided) (1 point); and
- Desk or computer nook (0.5 point).
ADDENDUM E TO DECLARATION – ADDITIONAL USE RESTRICTIONS – RIGHT OF FIRST REFUSAL

N/A
### Addendum F to Declaration – Minimum Applicable Fraction by Building

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RP-2017-288950
# Pages 29
06/28/2017 02:21 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees $124.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was dulyRecorded in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS
Exhibit G

Villa Americana – Project Based Section 8 Housing Assistance Payments Contract for 100% of the Units (258 Total Units)
Addendum to Underwriting Report

TDHCA Application #: 17411  
Program(s): 4% HTC

Address/Location: 5901 Selinsky Street
City: Houston  
County: Harris  
Zip: 77048

APPLICATION HISTORY

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ALLOCATION

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CONDITIONS STATUS

1. Receipt and acceptance before Determination Notice:
   - HUD Section 8 HAP Contract assignment and 20-year renewal approved by HUD with current Contract Rents.
   
   | Status: | Applicant provided documentation of HUD approval of a 20-year renewal of the HAP contract assigned to the Applicant with increased HAP rents. |
   | condition satisfied |

2. Receipt and acceptance by Cost Certification:
   - Documentation clearing environmental issues in the ESA Report, specifically:
     i. Certification that a Ground-Penetrating Radar (GPR) survey has been completed to determine whether a UST is or was present in the vicinity of the exterior piping, and certification that any resultant recommendations or requirements have been fully implemented in accordance with all relevant regulations.
     ii. Certification of comprehensive testing for asbestos and lead-based paint; that any appropriate abatement procedures were implemented by a qualified abatement company; and that any remaining asbestos-containing materials or lead-based paint are being managed in accordance with an acceptable Operations and Maintenance (O&M) program.
     iii. Certification that testing for lead in the drinking water sourced from the on-site plumbing infrastructure has been completed and that any necessary abatement procedures were implemented.

Should any terms of the proposed capital structure change or if there are material changes to the overall development plan or costs, the analysis must be re-evaluated and adjustment to the credit allocation and/or terms of other TDHCA funds may be warranted.
## LOCATION DATA

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## UNIT DISTRIBUTION

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**TOTAL:** 258 100.0% 258

## Pro Forma Assumptions

- Revenue Growth: 2.00%
- Expense Growth: 3.00%
- Basis Adjust: 130%
- Applicable Fraction: 100%
- APP % Acquisition: 3.39%
- APP % Construction: 3.39%
- Average Unit Size: 830 sf

## UNITS / MONTHLY RENT SCHEDULE

### HTC / HUD Section 8

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<th>Gross Rent</th>
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<th># Beds</th>
<th># Baths</th>
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<th>Rent per Unit</th>
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**TOTALS/AVERAGES:**

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## ANNUAL POTENTIAL GROSS RENT:

- $4,012,080
- $4,012,080

**100% Section 8**
U.S. Department of Housing and Urban Development
Office of Housing

PROJECT-BASED SECTION 8

HOUSING ASSISTANCE PAYMENTS
RENEWAL CONTRACT
FOR MARK-UP-TO-MARKET PROJECT

OMB Control #2502-0587

"Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it has a currently valid OMB control number. No confidentiality is assured."

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Renewal Contract. The instructions are not part of the Renewal Contract.
RENEWAL HAP CONTRACT
FOR SECTION 8 MARK-UP-TO-MARKET PROJECT

1 CONTACT INFORMATION

PROJECT
Section 8 Project Number: TX16L000043
Section 8 Project Number of Expiring Contract: TX16L000043
FHA Project Number (if applicable): N/A

Project Name: Villa Americana

Project Description:
5901 Selinsky Road
Houston, TX 77048

☐ Check this box if the project is a Section 236 project or a Section 221(d)(3) below market interest rate (BMIR) project at the beginning of the Renewal Contract term.

PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator
Southwest Housing Compliance Corporation

Name of Owner
Villa Americana Housing Partners, LP
2 TERM AND FUNDING OF RENEWAL CONTRACT

a The Renewal Contract begins on 3/1/2018 and shall run for a period of 20 years.

b Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of $3,210,613, an amount sufficient to provide housing assistance payments for approximately 12 months of the first annual increment of the Renewal Contract term.

c HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

3 RENEWAL CONTRACT

a Parties

(1) This contract ("Renewal Contract") is a housing assistance payments contract ("HAP contract") between the contract administrator and the owner of the housing.

(2) If HUD is the contract administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as contract administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 8 (applicable requirements), section 9 (statutory changes during term), section 10 (distributions) and section 11 (PHA default) of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 ("Section 8") (42 U.S.C. 1437f),

c  Expiring Contract

Previously, the owner entered into a Housing Assistance Payments Contract ("Expanding Contract") with HUD or a PHA to make Section 8 housing assistance payments to the owner for eligible families living in the project. The term of the Expanding Contract has expired or will expire prior to the beginning of the term of the Renewal Contract.

d  Purpose of Renewal Contract

The purpose of the Renewal Contract is to renew the Expanding Contract for an additional term. During the term of the Renewal Contract, the contract administrator will make housing assistance payments to the owner in accordance with the provisions of the Renewal Contract. Such payments shall only be made for contract units occupied by eligible families ("families") leasing decent, safe and sanitary units from the owner in accordance with HUD regulations and other requirements.

e  Contract units

The Renewal Contract applies to the project contract units identified in Exhibit A by size and applicable contract rents.

4  EXPIRING CONTRACT – PROVISIONS RENEWED

a  Except as specifically modified by the Renewal Contract, all provisions of the Expanding Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).

b  Any provisions of the Expanding Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:

(1) The amount of the monthly contract rents;

(2) Contract rent adjustments;
(3) Project account (sometimes called “HAP reserve” or “project reserve”) as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.

c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section.

5 CONTRACT RENT

a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the project are adjusted in accordance with section 5b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A, which is attached to and made a part of the Renewal Contract. The initial contract rent amounts listed in Exhibit A have been increased to market levels under the HUD Mark-Up-to-Market Option.

b Contract rent adjustments

(1) OCAF adjustment

Except for adjustment of the contract rents to comparable market rents at the expiration of each 5-year period (as provided in paragraph 5b(2) of this section) (“fifth year adjustment”), during the term of the Renewal Contract the contract administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements, using an operating cost adjustment factor (OCAF) established by HUD. Such adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for a fifth year adjustment.

(2) Fifth year adjustment (comparability adjustment at expiration of each 5-year period, if applicable)

(a) This section 5(b)(2) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a).
(b) At the expiration of each 5-year period of the Renewal Contract term, the contract administrator shall compare existing contract rents with comparable market rents for the market area. At such anniversary of the Renewal Contract, the contract administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the contract administrator in accordance with HUD requirements, necessary to set the contract rents for all unit sizes at comparable market rents. Such adjustments may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

(c) To assist in the redetermination of contract rents, the contract administrator may require that the owner submit to the contract administrator a rent comparability study prepared (at the owner's expense) in accordance with HUD requirements.

(3) Procedure for rent adjustments during renewal term

To adjust contract rents during the term of the Renewal Contract (in accordance with paragraph 5b(1) or paragraph 5b(2)), the contract administrator shall give the owner notice of the revised Exhibit A. The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the contract administrator in accordance with paragraph 5b(1) or paragraph 5b(2). The notice shall specify when the adjustment of contract rent is effective. The notice by the contract administrator of the revised Exhibit A constitutes an amendment of the Renewal Contract.

(4) No other adjustments

Except for contract rent adjustments in accordance with paragraph 5b, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

6 OWNER WARRANTIES

a The owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.
b The owner warrants that the rental units to be leased by the owner under the Renewal Contract are in decent, safe and sanitary condition, as defined by HUD, and shall be maintained in such condition during the term of the Renewal Contract.

7 OWNER NOTICE

a Before termination of the Renewal Contract, the owner shall provide written notice to the contract administrator and each assisted family in accordance with the law and HUD requirements.

b If the owner fails to provide such notice in accordance with the law and HUD requirements, the owner may not increase the tenant rent payment for any assisted family until such time as the owner has provided such notice for the required period.

8 APPLICABLE REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including amendments or changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD regulations and requirements which are inconsistent with the provisions of the Renewal Contract, including the provisions of section 5 (contract rent) and section 10 (distributions), shall not be applicable.
9 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 5 or section 10 of the Renewal Contract, and if HUD determines, and so notifies the contract administrator and the owner, that the contract administrator is unable to carry out the provisions of section 5 or section 10 because of such statutory change, then the contract administrator or the owner may terminate the Renewal Contract upon notice to the other party.

10 DISTRIBUTIONS

During the term of the Renewal Contract, neither HUD nor the PHA may impose any additional limitations on distributions of project funds other than any distribution limitations specified in Exhibit B, which is attached to and made a part of this Renewal Contract.

11 PHA DEFAULT

a This section of the Renewal Contract applies if the contract administrator is a PHA acting as contract administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA contract administrator, for the purpose of PHA administration of the Renewal Contract.

b If HUD determines that the PHA has committed a material and substantial breach of the PHA’s obligation, as contract administrator, to make housing assistance payments to the owner in accordance with the provisions of the Renewal Contract, and that the owner is not in default of its obligations under the Renewal Contract, HUD will take actions HUD determines necessary for the continuation of housing assistance payments to the owner in accordance with the Renewal Contract.

12 SECTIONS 236 AND 221(D)(3) BMIR PROJECTS -- PREPAYMENT

a This section of the Renewal Contract shall be applicable if the project is a Section 236 project or a 221(d)(3) BMIR project (See the check-box at section 1 of the Renewal Contract).
During the term of the Renewal Contract, the owner shall not prepay any FHA-insured mortgage on the project, except where HUD, in its sole discretion, approves the prepayment as a component of a transaction whereby the project is preserved as affordable housing.

13 EXCLUSION OF THIRD-PARTY RIGHTS

a The contract administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner’s action or failure to act in connection with the contract administrator’s implementation of the Renewal Contract, or as a result of any other action or failure to act by the owner.

b The owner is not the agent of the contract administrator or HUD, and the Renewal Contract does not create or affect any relationship between the contract administrator or HUD and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with implementation of the Renewal Contract.

c If the contract administrator is a PHA acting as contract administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the contract administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the contract administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

14 WRITTEN NOTICES

Any notice by the contract administrator or the owner to the other party pursuant to the Renewal Contract must be in writing.
SIGNATURES

Contract administrator (HUD or PHA)

Name of Contract Administrator
Southwest Housing Compliance Corporation

By: ____________________________
Signature of authorized representative

Michael Gerber, President and CEO
Name and official title

Date 2/28/2018

U.S. Department of Housing and Urban Development

By: ____________________________
Signature of authorized representative
Edward P. Manning, Director, Kansas City Asset Management Division
Name and official title

Date 2/28/2018

Owner

Name of Owner
Villa Americana Housing Partners, LP (DUNS No. 081078002)

By: ____________________________
Signature of authorized representative

Christopher A. Akbari, Manager
Name and title

Date 2/28/2018
EXHIBIT A
IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS

Section 8 Contract Number: TX16L000043
FHA Project Number (if applicable): N/A
Effective Date of the Rent Increase (if applicable): 3/1/2018

<table>
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<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
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<td>$1,690</td>
<td>$109</td>
<td>$1,799</td>
</tr>
</tbody>
</table>

NOTE:
This Exhibit will be amended by contract administrator notice to the owner to specify adjusted contract rent amounts as determined by the contract administrator in accordance with section 5b(3) of the Renewal Contract.

Comments: ________________________________
EXHIBIT B

DISTRIBUTION LIMITATIONS

FOR PROJECT NOT SUBJECT TO DISTRIBUTION LIMITATIONS:
If the project is not subject to any limitations on distribution of project funds, either pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, neither HUD nor the PHA may impose any additional limitations on distribution of project funds during the term of the Renewal Contract.

FOR PROJECT SUBJECT TO DISTRIBUTION LIMITATIONS:
If the project is subject to any limitations on distribution of project funds pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, such limitations on distribution shall continue to be applicable during the term of the Renewal Contract, provided that the owner may take an increased distribution in accordance with the Section 8 Renewal Policy Guidance for Renewal of Project-Based Section 8 Contracts, (the "Guidebook").

However, owners of Section 8 properties must maintain the property in good condition, as demonstrated by a REAC score of 60 or higher, in order to take increased distributions.

The owner shall comply with the distribution limitations. The maximum distribution to the owner shall be equal to the total of:

1  The limited distribution permitted pursuant to the FHA Regulatory agreement or the Expiring Contract, plus

2  Any increased distribution as approved by HUD in accordance with the Guidebook.
Subject to all applicable laws and regulations in effect upon expiration, the Renewal Contract shall automatically renew for a term of 7 years beginning on 3/1/2038. This requirement shall be binding on the Owner and the Contract Administrator, as identified in section 1 of the Renewal Contract, and on all their successors and assigns.

Owner Signature __________________________ Date 2/26/2018
Exhibit H

Villa Brazos – Evidence of Lack of Consent from Investor
Section 811 Project Rental Assistance (“PRA”) Program Supplement Packet

Introduction

The purpose of this Packet is to formalize the process by which an Applicant establishes its lack of legal authority to commit Section 811 PRA Program Units in a Development as described pursuant to 10 TAC §11.9(c)(6)(A) of the Qualified Allocation Plan (“QAP”).

This Packet is required only if all of the following conditions are true:

1) An Applicant is selecting points under Tenant Populations with Special Housing Needs pursuant to 10 TAC §11.9(c)(6) AND

2) An Applicant is seeking to establish its lack of legal authority where an Applicant or Affiliate Owns or Controls an Existing Development that otherwise meets the criteria established by 10 TAC §11.9(c)(6)(B) of the QAP.

One Packet must be submitted for each Existing Development for which the Applicant or Affiliate is seeking a determination that the needed legal authority is lacking and that the Development can be excluded from consideration.

Instructions: Complete the Questionnaire on page 2 of this packet, then complete the fields on each of the subsequent form cover pages, and attach the denoted documentation for each item behind each included cover pages. Submit each Packet, including Attachments in PDF format and include bookmarks for each item. The Packet must be saved and uploaded as one standalone file to the Serv-U folder associated with each 2019 Multifamily Application.

This Packet and all supporting documentation must be uploaded to the Department’s Serv-U system at the same time as, but as a separate document from, the Application. Refer to the Multifamily Programs Procedures Manual posted at http://www.tdhca.state.tx.us/multifamily/applyforfunds.htm for an explanation of the process to set-up a Serv-U Account if needed.

Questions about this Packet may be submitted to Spencer Duran: spencer.duran@tdhca.state.tx.us
Section 811 Project Rental Assistance ("PRA") Program Supplement Packet

Questionnaire

2019 Uniform Multifamily Application #19299

1) Selecting Points under 10 TAC §11.9(c)(6)?
   □ No – STOP. PACKET SUBMISSION NOT NEEDED
   ☒ Yes – CONTINUE TO QUESTION 2

2) To obtain Points under 10 TAC §11.9(c)(6), Applicants must first attempt to meet the requirements in §11.9(c)(6)(B).

   Does the Applicant Own or Control and Existing Development that appears on the List of Qualified Existing Developments?
   □ No – STOP. PACKET SUBMISSION NOT NEEDED
   ☒ Yes – CONTINUE TO QUESTION 3

3) Is the Applicant seeking to establish its lack of legal authority where an Applicant Owns or Controls an Existing Development that appears on the List of Qualified Existing Developments?
   □ No - STOP. PACKET SUBMISSION NOT NEEDED
   ☒ Yes – CONTINUE TO QUESTION 4

4) Can the Applicant provide all three of the following items listed under §11.9(c)(6)(A)(i)-(iii)?
   □ No - STOP. PACKET SUBMISSION NOT NEEDED
   ☒ Yes – CONTINUE TO COVER PAGES

   (i) Evidence that a Third Party has a legal right to withhold approval for a Property to commit voluntarily to the Section 811 PRA Program. The specific legally enforceable agreement or other instrument that gives the Third Party, such as a lender, the unambiguous legal right to withhold consent must be provided (Examples: Limited Partnership Agreement or Loan Agreement);

   (ii) Documentation that the Third Party, such as a lender, that has the legal right to withhold a required consent was asked to give their consent (Example: Letter from the Applicant or an Affiliate requesting that the above Third Party give permission that if the 2019 Application is awarded, the Existing Development can be committed to the Section811 PRA Program); AND

   (iii) Documentation that the Third Party possessing the legal right to withhold a required consent has provided notice of their decision not to provide a required consent (Example: Letter from the Third Party identified in (ii) that they are denying an Existing Development from participation).
Existing Development Name Villa Brazos

(i) Evidence that a Third Party has a legal right to withhold approval for a Property to commit voluntarily to the Section 811 PRA Program. The specific legally enforceable agreement or other instrument that gives the Third Party, such as a lender, the unambiguous legal right to withhold consent must be provided (Examples: Limited Partnership Agreement or Loan Agreement).

Describe the specific legally enforceable agreement being attached: Amended and Restated Limited Partnership Agreement of Freeport VP Housing, LP

Provide the name of the Third Party: Bank of America, N.A.

List the specific citation in the agreement that clearly denotes the Third Party has a legal right to withhold consent: 8.03(i)

List the page number in the agreement that clearly denotes the Third Party has a legal right to withhold consent: 59

ATTACH PDF OF THE LEGALLY ENFORCEABLE AGREEMENT BEHIND THIS PAGE.
AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT
OF
FREEPORT VB HOUSING, LP,
A TEXAS LIMITED PARTNERSHIP
by and among
Freeport VB Housing GP, LLC,
a Texas limited liability company,
as General Partner,
Bank of America, N.A.,
as Limited Partner, and
Banc of America CDC Special Holding Company, Inc.,
a North Carolina Corporation
as Special Limited Partner
dated as of May 23, 2013
commence and prosecute appropriate actions with respect to ad valorem taxes payable by the Partnership provided (i) that such action is customary in the area where the Property is located, (ii) any fees or expenses payable by the Partnership, including, but not limited to, attorney’s fees, relating to such action are contingent upon, and in an amount based on a percentage of, the actual savings in such ad valorem taxes achieved by such action, and (iii) General Partner provides Limited Partner written notice of the commencement of such action, which notice will include copies of all materials filed in connection with such action, and General Partner provides to Limited Partner such other reasonable information regarding such action as Limited Partner may from time to time request;

8.03(f) Act in any manner which General Partner knew or should have known will

8.03(g) cause the termination of the Partnership for federal income tax purposes, or

8.03(h) cause the Partnership to be treated for federal income tax purposes as an association taxable as a corporation;

8.03(i) Sell, convey, lease or otherwise encumber (other than Residential Leases complying with the provisions of this Agreement) all or any portion of the Project or other Property except as provided in the Loan Documents or required by any Governmental Authority;

8.03(j) Withdraw, admit or substitute a General Partner or any other Partner;

8.03(k) Make a loan of Partnership funds to any Person including General Partner or any Affiliate;

8.03(l) Borrow funds in the name of the Partnership (except for the Loans), refinance the Loans, or incur any indebtedness for borrowed money except for trade payables in the normal course of business;

8.03(m) Dissolve the Partnership;

8.03(n) Amend this Agreement;

8.03(o) Amend, or cause the Partnership to amend, any Loan Document;

8.03(p) Make income tax elections, except for those elections which are purely ministerial in nature;

8.03(q) Acquire any real or personal property tangible or intangible in addition to the Project or any replacement of personal property within the Project, the aggregate value of which will exceed $10,000 in a single Fiscal Year (other than easements or similar rights necessary or convenient for the operation of the Project and other than as set forth in the Development Budget or any Annual Budget approved pursuant to the terms of this Agreement) other than as may be required by any Governmental Authority;
Existing Development Name Villa Brazos

ii) Documentation that the Third Party, such as a lender, that has the legal right to withhold a required consent was asked to give their consent (Example: Letter from the Applicant or an Affiliate requesting that the above Third Party give permission that if the 2019 Application is awarded, the Existing Development can be committed to the Section811 PRA Program)

Describe and attach the request made by the Applicant or Affiliate to the Third Party asking for consent:

______________________________________________________________________________

ATTACH PDF OF THE REQUEST FROM THE APPLICANT OR AFFILIATE TO THE THIRD PARTY BEHIND THIS PAGE.
Chris/Miranda: This is in response to your recent request to consider the implementation of Section 811 for Villas Brazos. Attached is a letter formalizing the Bank’s decision to decline the Section 811 Subsidy, which has not changed over the years.

The Section 811 Program would require the Partnership to enter into a Use Agreement and a Participation Agreement. Under Section 8.03(i) of the Partnership Agreement, the GP cannot “otherwise encumber all or any portion of the Project” without LP consent. Entering those agreements would fit under this restriction.

Please let me know if you would like to discuss further.

Thanks,

Gina

Gina Bender
SVP; Team Leader
Tax Credit Equity Investments Asset Management
Bank of America Merrill Lynch
Bank of America, N.A.
MA1-225-02-02 | 225 Franklin Street | Boston, MA 02110
T 617.346.1426 F 617.346.2724
regina.s.bender@baml.com
From: Miranda Sprague [mailto:miranda.sprague@itexgrp.com]
Sent: Tuesday, February 12, 2019 9:32 AM
To: Bender, Regina S <regina.s.bender@baml.com>
Cc: Audrey Martin <audrey@purplemartinre.com>
Subject: Villa Brazos - Section 811 Request

Good morning Gina,

We are currently working on submitting applications for financing under TDHCA’s 2019 competitive 9% LIHTC program, and part of the application point system provides an incentive to participate in TDHCA’s Section 811 program.

In order to participate in the Section 811 program, an applicant must agree to place Section 811 units in an existing development in its portfolio, subject to any applicable consent requirements (i.e. limited partnership agreement, loan agreement, etc.).

I am requesting consent from BAML to provide Section 811 units within Villa Brazos. Will you please respond and provide confirmation from BAML that consent is provided for the inclusion of Section 811 units at Villa Brazos?

Below you’ll find information that TDHCA published on March 22, 2016 about Section 811 (also attached). Additionally, TDHCA has provided the following link for further information: https://www.hud.gov/program_offices/housing/mfh/grants/section811plt. Can you please review and provide a response on your approval?

Section 811 Project Rental Assistance Program for Persons with Disabilities

Fact Sheet

Purpose: The Section 811 Project Rental Assistance (PRA) Program provides project-based rental assistance for extremely low-income persons with disabilities who are linked with long term services. The rental assistance covers the difference between the tenant payment and the property’s contract rent. The program is a collaboration between the Texas Department of Housing and Community Affairs (TDHCA) and the Texas Health and Human Services Commission (HHCS). The Section 811 PRA program creates the opportunity for persons with disabilities to live as independently as possible through the coordination of voluntary services and providing a choice of subsidized, integrated rental housing options.

Project rental assistance can be applied to non-elderly new or existing multifamily developments with at least 5 housing units that have received or are in the process of applying for public funds, including, but not limited to:
The initial contract rent is calculated using the existing rent for the property. For Low Income Housing Tax Credit (LIHTC) properties, the initial gross rent will be either the 50% or 60% of LIHTC rents currently charged if the LIHTC rent is less than or equal to the Fair Market Rent (FMR). In those areas where the 50% or 60% of LIHTC rent is higher than FMR, TDHCA will work with the properties that wish to use a rent that is higher than FMR to conduct a market analysis to determine if the rents are attainable in accordance with requirements of TDHCA and HUD.

TDHCA will not consider whether a property does or does not participate in the Section 811 PRA program for underwriting purposes.

An integration rule ensures persons with disabilities are integrated into the community at-large by setting a cap on the number of units that can be set aside or have a preference for persons with disabilities. The Section 811 PRA Program has an integration rule that is different than most TDHCA programs. Developers should use the most restrictive between HUD’s 811 integration rule and TDHCA’s rule.

<table>
<thead>
<tr>
<th>Development Size</th>
<th>HUD 811 Integration Rule</th>
<th>TDHCA Integration Rule</th>
<th>Most Restrictive (Required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 50 Units</td>
<td>25%</td>
<td>36%</td>
<td>25%</td>
</tr>
<tr>
<td>50 or More Units</td>
<td>25%</td>
<td>18%</td>
<td>18%</td>
</tr>
</tbody>
</table>

**Participation Agreement:** The Participation Agreement ("PA") is the contractual agreement between the Department and the Property Owner that commits the Property to participation in the 811 PRA Program, regardless of whether an 811 PRA tenant actually occupies a unit.

**Rental Assistance Contract (RAC):** After a PA is signed with a property, TDHCA may ask the property to sign a RAC if there is sufficient demand for the property. Properties with sufficient demand by the Target Population will enter into Rental Assistance Contracts for a minimum of 20 years with initial funding for a period of 5 years. Funding beyond the first 5 years is subject to additional HUD funding.

**Use Agreement:** Owners must agree to record a Use Agreement for not less than 30 years, in the form prescribed by HUD. During the Use Agreement period, owners shall make the number of assisted units identified in the executed RAC available for occupancy only by households that meet the eligibility requirements.

**Vacancy Payments:** TDHCA will provide vacancy payments to properties that have signed RACs. Requested Special Claims for Vacancy may not exceed 80 percent of the contract rent for up to 60 days of vacancy. Vacancy payments may be requested during initial lease-up or ongoing.
HUD Systems: Tenant data must be entered into HUD's Tenant Rental Assistance Certification System (TRACS) and Enterprise Income Verification (EIV) must be used to verify income.

Tenant Eligibility: At the time of admission, at least one person in a household considered for a unit receiving 811 PRA rental subsidies must be nonelderly (1862 years of age), have a disability, and be eligible to receive Medicaid and/or services and supports. Households must have extremely low incomes as defined by HUD.

Referral Process: TDHCA and the agencies within HHSC have a referral system to identify prospective Section 811 tenants and refer them to the program. Only qualified tenants will be referred to participating properties. Owners will not be responsible for marketing Section 811 PRA units. Qualified participants will be referred to the program by Certified Referral Agents who will assure that the tenants have access to community-based services and supports.

Participant Selection Plan: Serves as the Tenant Selection Plan for the program and articulates the referral process procedures and many program policies.

Fair Housing: Owners are required to comply with many fair housing and equal treatment laws. These are found in the Cooperative Agreement and its Exhibits.

For more information, contact:

Spencer Duran
Section 811 Manager
Texas Department of Housing and Community Affairs
211 E. 11th Street | Austin, TX 78701
Office: 512-475-1784
spencer.duran@tdhca.state.tx.us
http://www.tdhca.state.tx.us/section-811-pra/index.htm

Thank you,

Miranda Sprague, Vice President of Real Estate Development

ITEX Group
3735 Honeywood Court, Port Arthur, Texas 77642
Miranda.Sprague@itexgrp.com

Direct: 409.853.3681 | Cell: 409.720.7803 | Fax: 409.721.6603

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2 attachments

S811-FactSheet.doc
244K
2019 Uniform Multifamily Application #19299

Existing Development Name: Villa Brazos

iii) Documentation that the Third Party possessing the legal right to withhold a required consent has provided notice of their decision not to provide a required consent (Example: Letter from the Third Party that they are denying an Existing Development from participation).

Describe and attach the response from the Third Party that was received by the Applicant or Owner that reflects their decision not to provide the requested consent: Bank of America Merrill Lynch on behalf of the limited partner, Bank of America, N.A. and the special limited partner, Banc of America Special Holding Company, Inc. provided a letter declining to provide approval for the placement of Section 811 units in Villa Brazos.

ATTACH PDF OF THE RESPONSE FROM THE THIRD PARTY THAT REFLECTS THEIR DECISION TO DENY THE REQUESTED CONSENT BEHIND THIS PAGE.
February 14, 2019

Freeport VB Housing, LP
C/o Freeport VB Housing GP, LLC
9 Greenway Plaza, Suite 1250
Houston, TX 77046

RE: Freeport VB Housing

Dear Mr. Akbari:

As you know, Bank of America, N.A., is the Limited Partner ("Limited Partner"), and Banc of America CDC Special Holding Company, Inc., a North Carolina Corporation, is the Special Limited Partner ("Special Limited Partner"; Limited Partner and Special Limited Partner may be referred to collectively as "Limited Partners"), in Freeport VB Housing, LP, a Texas Limited Partnership (the "Partnership"). Freeport VB Housing GP, LLC, a Texas Limited Liability Company, the General Partner in the Partnership ("General Partner"), has requested that Limited Partners approve the inclusion of the apartment development owned by the Partnership known as "Villa Brazos Apartments" (the "Project") in the Texas Department of Housing and Community Affairs Section 811 Project Rental Assistance Program (the "811 Program").

The Limited Partners have reviewed such request and observe that entering into the 811 Program would materially alter the approved underwriting of our Investment. Given the information provided and the impact on our underwriting, the Limited Partners have determined that inclusion of the Project in the 811 Program is not in the best interest of either the Project or the Limited Partners. Therefore, the Limited Partners do not approve the Project being included in the 811 Program.

If you have any questions, please contact me.

Sincerely,

Regina S. Bender
Senior Vice President

cc: Barry Palmer, Esq
Edward Hickey
Exhibit I

Village at Palm Center – Evidence of Lack of Consent from Investor
Section 811 Project Rental Assistance ("PRA") Program Supplement Packet

Introduction

The purpose of this Packet is to formalize the process by which an Applicant establishes its lack of legal authority to commit Section 811 PRA Program Units in a Development as described pursuant to 10 TAC §11.9(c)(6)(A) of the Qualified Allocation Plan ("QAP").

This Packet is required only if all of the following conditions are true:

1) An Applicant is selecting points under Tenant Populations with Special Housing Needs pursuant to 10 TAC §11.9(c)(6) AND

2) An Applicant is seeking to establish its lack of legal authority where an Applicant or Affiliate Owns or Controls an Existing Development that otherwise meets the criteria established by 10 TAC §11.9(c)(6)(B) of the QAP.

One Packet must be submitted for each Existing Development for which the Applicant or Affiliate is seeking a determination that the needed legal authority is lacking and that the Development can be excluded from consideration.

Instructions: Complete the Questionnaire on page 2 of this packet, then complete the fields on each of the subsequent form cover pages, and attach the denoted documentation for each item behind each included cover pages. Submit each Packet, including Attachments in PDF format and include bookmarks for each item. The Packet must be saved and uploaded as one standalone file to the Serv-U folder associated with each 2019 Multifamily Application.

This Packet and all supporting documentation must be uploaded to the Department’s Serv-U system at the same time as, but as a separate document from, the Application. Refer to the Multifamily Programs Procedures Manual posted at http://www.tdhca.state.tx.us/multifamily/applyfunds.htm for an explanation of the process to set-up a Serv-U Account if needed.

Questions about this Packet may be submitted to Spencer Duran: spencer.duran@tdhca.state.tx.us
Section 811 Project Rental Assistance (“PRA”) Program Supplement Packet

Questionnaire

2019 Uniform Multifamily Application #19299

1) Selecting Points under 10 TAC §11.9(c)(6)?
   □ No – STOP. PACKET SUBMISSION NOT NEEDED
   ☑ Yes – CONTINUE TO QUESTION 2

2) To obtain Points under 10 TAC §11.9(c)(6), Applicants must first attempt to meet the requirements in §11.9(c)(6)(B).

   Does the Applicant Own or Control and Existing Development that appears on the List of Qualified Existing Developments?
   □ No – STOP. PACKET SUBMISSION NOT NEEDED
   ☑ Yes – CONTINUE TO QUESTION 3

3) Is the Applicant seeking to establish its lack of legal authority where an Applicant Owns or Controls an Existing Development that appears on the List of Qualified Existing Developments?
   □ No - STOP. PACKET SUBMISSION NOT NEEDED
   ☑ Yes – CONTINUE TO QUESTION 4

4) Can the Applicant provide all three of the following items listed under §11.9(c)(6)(A)(i)-(iii)?
   □ No - STOP. PACKET SUBMISSION NOT NEEDED
   ☑ Yes – CONTINUE TO COVER PAGES

   (i) Evidence that a Third Party has a legal right to withhold approval for a Property to commit voluntarily to the Section 811 PRA Program. The specific legally enforceable agreement or other instrument that gives the Third Party, such as a lender, the unambiguous legal right to withhold consent must be provided (Examples: Limited Partnership Agreement or Loan Agreement);

   (ii) Documentation that the Third Party, such as a lender, that has the legal right to withhold a required consent was asked to give their consent (Example: Letter from the Applicant or an Affiliate requesting that the above Third Party give permission that if the 2019 Application is awarded, the Existing Development can be committed to the Section811 PRA Program); AND

   (iii) Documentation that the Third Party possessing the legal right to withhold a required consent has provided notice of their decision not to provide a required consent (Example: Letter from the Third Party identified in (ii) that they are denying an Existing Development from participation).
Section 811 Project Rental Assistance ("PRA") Program Supplement Packet

Legal Right to Withhold Cover Page §11.9(c)(6)(A)(i)

2019 Uniform Multifamily Application #19299

Existing Development Name Village at Palm Center

(i) Evidence that a Third Party has a legal right to withhold approval for a Property to commit voluntarily to the Section 811 PRA Program. The specific legally enforceable agreement or other instrument that gives the Third Party, such as a lender, the unambiguous legal right to withhold consent must be provided (Examples: Limited Partnership Agreement or Loan Agreement)

Describe the specific legally enforceable agreement being attached: Second Amended and Restated Agreement of Limited Partnership for Houston 5110 Griggs Road Residential, LP

Provide the name of the Third Party: Affordable Housing Partners, Inc.

List the specific citation in the agreement that clearly denotes the Third Party has a legal right to withhold consent: 4.1(t) and 6.4(b)(viii)

List the page number in the agreement that clearly denotes the Third Party has a legal right to withhold consent: 22, 45, 46

ATTACH PDF OF THE LEGALLY ENFORCEABLE AGREEMENT BEHIND THIS PAGE.
HOUSTON 5110 GRIGGS ROAD RESIDENTIAL, LP,
A TEXAS LIMITED PARTNERSHIP

SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP

As of December 29, 2017

THE LIMITED PARTNERSHIP INTERESTS EVIDENCED BY THIS SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (THE "AGREEMENT") HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933 (THE "1933 ACT") OR PURSUANT TO APPLICABLE STATE SECURITIES LAWS ("BLUE SKY LAWS"). ACCORDINGLY, THE LIMITED PARTNERSHIP INTERESTS CANNOT BE RESOLD OR TRANSFERRED BY ANY PURCHASER THEREOF WITHOUT REGISTRATION OF THE SAME UNDER THE 1933 ACT AND THE BLUE SKY LAWS OF SUCH STATE(S) AS MAY BE APPLICABLE, EXCEPT IN A TRANSACTION WHICH IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND THE BLUE SKY LAWS OR WHICH IS OTHERWISE IN COMPLIANCE THEREWITH. IN ADDITION, THE SALE OR TRANSFER OF SUCH LIMITED PARTNERSHIP INTERESTS IS SUBJECT TO CERTAIN RESTRICTIONS SET FORTH IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RESTRICTIONS SET FORTH IN ARTICLE 8 HEREOF.
Expenses in the approximate amount of $1,030,362.59 expended by the Partnership for the benefit of Nautical.

"Title Company" means Independence Title Company.

"Upward Adjustor" has the meaning set forth in Section 5.1(c)(ii) of this Agreement.


Article 3
PURPOSE OF THE PARTNERSHIP

The purposes of the Partnership are to (a) acquire the Land, (b) construct residential and retail improvements on the Land (c) lease the retail improvements pursuant to the Master Commercial Lease, (d) separate the improvements constructed on the Land into retail and residential uses, including, but not limited to, the creation of the Residential Unit and the Retail Unit by implementing the Condominium Documents, (e) sell the Retail Unit to the Retail Unit Owner upon creation of the Condominium, (e) own, hold, improve, maintain, operate, develop, sell, mortgage, exchange, finance and lease the Residential Unit, and (f) to engage in any and all general business activities related or incidental thereto. The Partnership may also engage in such other activities as may be reasonably incident or appropriate to furthering the activities of the Partnership with respect to the Apartment Complex and the Land.

Article 4
REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations, Warranties and Covenants Relating to the General Partner, the Apartment Complex and the Partnership. As of the date hereof, and throughout the term of this Agreement for ongoing covenants described in this Section 4.1, Griggs Road GP hereby represents, warrants and covenants to the Partnership and to the Partners that:

(a) The execution and delivery of this Agreement by Griggs Road GP and the performance by Griggs Road GP of the transactions contemplated hereby have been duly authorized by all requisite corporate, limited liability company, partnership or trust actions or proceedings. Griggs Road GP is duly organized, validly existing and in good standing under the laws of the state of its formation with power to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) At the date hereof and at the time of commencement of construction, the Land is and will be properly zoned for the Apartment Complex, all consents, permissions and licenses required by all applicable governmental entities have been and will have been obtained, and the Apartment Complex conforms and will conform to all applicable federal, state and local land use, zoning, environmental and other governmental laws and regulations, the violation of which would have, or would be likely to have, an adverse effect on the Apartment Complex or the Partnership.
(c) All appropriate public utilities, including sanitary and storm sewers, water, gas, telephone, cable and electricity, are currently available and will be operating properly for all units in the Apartment Complex at the time of first occupancy of such units.

(d) An owner's title insurance policy will be issued by the Title Company in the amount of the full Development Budget, with access, non-imputation, minerals, and owner's comprehensive endorsements, and containing exceptions to title acceptable to AHF (the "Permitted Exceptions"), immediately following recordation of the Condominium Documents and admission of AHF to the Partnership (the "Owner's Title Policy"). Good and marketable fee simple title to the Apartment Complex is held by the Partnership. Griggs Road GP has not made any misrepresentation or failed to make any disclosure that will or could result in the Partnership's lacking title insurance coverage based on imputation of knowledge of Griggs Road GP to the Partnership.

(e) Except as disclosed on Exhibit P, Griggs Road GP is not aware of any default under any agreement, contract, lease, or other commitment, or of any claim, demand, litigation, proceedings or governmental investigation pending or threatened against Griggs Road GP, the Special Limited Partner, a Guarantor, or the Partnership, or related to the business or assets of the Partnership or of the Apartment Complex, which default, claim, demand, litigation, proceeding or governmental investigation could result in any judgment, order, decree, or settlement of over $10,000.00 against Griggs Road GP, the Special Limited Partner, a Guarantor, the Partnership or the Apartment Complex. Griggs Road GP shall immediately give Notice to AHF of the occurrence of any such default, claim, demand, litigation, proceeding or governmental investigation.

(f) None of Griggs Road GP, Developer, Christopher A. Akbari, or any senior officer involved in the management of Griggs Road GP, Special Limited Partner or Developer has been convicted of a felony.

(g) To the best of its knowledge after due inquiry, the execution of this Agreement, the incurring of the obligations set forth in this Agreement, and the consummation of the transactions contemplated by this Agreement do not violate any provision of law, any order, judgment or decree of any court binding on the Partnership, Griggs Road GP, the Special Limited Partner or any Affiliate thereof, any provision of any indenture, agreement, or other instrument to which the Partnership, Griggs Road GP, the Special Limited Partner is a party or by which the Partnership or the Apartment Complex is affected, and is not in conflict with, and will not result in a breach of or constitute a default under any such indenture, agreement, or other instrument to which the Partnership, Griggs Road GP, the Special Limited Partner is a party or by which the Partnership or the Apartment Complex is affected, and is not in conflict with, and will not result in a breach of or constitute a default under any such indenture, agreement, or other instrument or, other than with respect to Project Loans, result in, create or impose any lien, charge, or encumbrance of any nature whatsoever upon the Apartment Complex.

(h) Griggs Road GP has submitted to AHF detailed for-construction plans and specifications for the construction and equipping of the Apartment Complex (including any club houses, pools, tot lots, fitness facilities or other amenities) as stamped by an architect and/or engineer, and Griggs Road GP has obtained the Consent of AHF thereto (the "Plans and Specs").

(i) The Partnership and the Contractor have entered into that certain construction contract relating to the construction of the Apartment Complex, and Griggs Road GP...
has obtained the Consent of AHF thereto (the "Construction Contract"). The Construction Contract obligates the Contractor to construct the Apartment Complex in accordance with the Plans and Specs. No fee, rebate, discount or other consideration or fee (including any advisory or consulting fee) shall be paid to the Contractor in its capacity as the Contractor for the Apartment Complex (or in connection with the construction thereof) other than the amounts set forth in the Construction Contract. In addition, no fee, rebate, discount or other consideration shall be paid to the Developer, Griggs Road GP or the Special Limited Partner by the Contractor.

(j) Griggs Road GP shall not enter into any amendment to the Construction Contract without the Consent of AHF. Griggs Road GP shall not cause or permit the Partnership to execute or otherwise approve any change orders or other material changes to the Construction Contract without the Consent of AHF; provided that any change order of less than $50,000.00 each or $200,000.00 in the aggregate shall not require the Consent of AHF if the Griggs Road GP has provided written notice to AHF of such proposed change order prior to the submission of the monthly draw request evidencing the reallocation of funds from the contingency reserve.

(k) The construction and development of the Apartment Complex shall be undertaken and shall be completed in a timely and workmanlike manner in accordance with (i) all applicable requirements of the Project Documents, (ii) all applicable requirements of all appropriate governmental entities, the violation of which would have, or would be likely to have, an adverse effect on the Apartment Complex or the Partnership and (iii) the Plans and Specs of the Apartment Complex that have been or shall be hereafter approved by the AHF, as such Plans and Spec may be changed from time to time with the Consent of AHF.

(l) Griggs Road GP shall cause the Partnership to use the proceeds of each Draw solely for the purposes specified in the Contractor's Requisition relating to such Draw. Griggs Road GP shall obtain the Consent of AHF prior to allowing the Contractor to draw funds from the contingency reserve.

(m) Griggs Road GP will perform the obligations of the General Partner specified in Exhibit H to this Agreement, including without limitation the obligation to cause the Partnership to obtain and maintain insurance in accordance with the requirements of Exhibit H.

(n) [intentionally deleted].

(o) Griggs Road GP shall only use Partnership funds for legitimate Partnership purposes and shall not use Partnership funds for any purpose in violation of any Project Document.

(p) Griggs Road GP has not, either individually or on behalf of the Partnership, and the Partnership has not incurred any obligations or entered into any agreements except (i) the Project Documents contemplated by this Agreement, (ii) service contracts entered into in the normal course of business of the Partnership which are terminable on not more than 30 days' notice or upon payment of not more than $2,000.00, (iii) contracts and agreements disclosed to AHF through AHF's due diligence review process, or (iv) obligations which will be fully satisfied at or prior to the execution of this Agreement.

(q) The Partnership is and will continue to be a valid limited partnership, duly organized under the laws of the State, and shall have and shall continue to have full power and
authority to own the Land and to develop, construct, operate and maintain the Apartment Complex in accordance with the terms of this Agreement, and shall have taken and shall continue to take all action under the laws of the State and any other applicable jurisdiction or otherwise that is necessary to protect the limited liability of AHF and to enable the Partnership to engage in its business.

(r) No restrictions on the sale or refinancing of the Apartment Complex, other than the restrictions to be set forth in this Agreement, the Regulatory Agreements and Section 42 of the Code, exist as of the date hereof, and no such restrictions shall, at any time while AHF is a Limited Partner, be placed upon the sale or refinancing of the Apartment Complex.

(s) To the best of its knowledge after due inquiry, at the time of the execution of this Agreement, Griggs Road GP has fully complied with all applicable provisions and requirements of any and all purchase and/or lease agreements, stormwater management agreement and other agreements with respect to the purchase of the Land and the development, financing and operation of the Apartment Complex. It shall take, and/or cause the Partnership to take, all actions as shall be necessary to achieve and maintain continued compliance with the provisions, and fulfill all applicable requirements, of such agreements.

(t) The only tenant eligibility requirements or rent restrictions with which the Apartment Complex and the Partnership must comply, including restrictions necessary to receive the full amount of the Projected Credits, are the following: (i) 178 of the 222 units (the "Tax Credit Units") are subject to occupancy limitation and minimum rent Tax Credit Tests for the term of the Extended Use Agreement, (ii) 11 of the Tax Credit Units are further restricted to tenants whose income is less than 30% of area median income; (iii) 22 of the Tax Credit Units will receive Section 8 rental assistance payments pursuant to the HAP Contract; and (iv) 12 of the units will be targeted to persons with disabilities. Unless AHF gives its Consent, 44 of the units shall at all times be rented or available for rent as "free market" units without regard to any rent restrictions and occupancy limitations imposed under the Code, the Agency, the Extended Use Agreement or from any other source.

(u) The term of the Extended Use Agreement will not exceed 30 years and under the Extended Use Agreement the Partnership shall have the right to cause a termination of the Extended Use Agreement after the end of the Compliance Period, but prior to the end of such 30 year term, in accordance with Section 42(h)(6)(E)(i)(I) of the Code.

(v) All real estate taxes, or payments in lieu thereof, assessments, water and sewer charges and other municipal charges, to the extent due and owing, have been paid in full on the Apartment Complex.

(w) No representation, warranty or statement of Griggs Road GP in this Agreement or in any document, certificate or schedule furnished or to be furnished to any Limited Partner pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.
6.3 Special Purpose Entity/No Change of Name or Principal Place of Business.

(a) The General Partner shall engage in no other business or activity other than that of being the General Partner of the Partnership. The General Partner was formed exclusively for the purpose of acting as the General Partner of the Partnership and has never engaged in any other activity, business or endeavor. As of the date of this Agreement, the General Partner has no liabilities or indebtedness other than its liability for the debts of the Partnership, and the General Partner shall not incur any indebtedness other than its liability for the debts of the Partnership. If the General Partner determines it needs additional funds for any purpose, it shall obtain such funds solely from capital contributions from its members. The General Partner has observed and shall continue to observe all necessary or appropriate entity formalities in the conduct of its business. The General Partner shall keep its books and records separate and distinct from those of its members and Affiliates. The General Partner shall clearly identify itself as a legal entity separate and distinct from its members and its Affiliates in all dealings with other Persons.

(b) The General Partner agrees that it shall not, without at least 30 days prior written notification to AHF, change its name or move or otherwise change its principal place of business or state of formation.

6.4 Limitations Upon the Authority of Griggs Road GP.

(a) Griggs Road GP shall not have any authority to:

(i) perform any act in violation of any applicable law or regulation thereunder;

(ii) perform any act in violation of the provisions of the Regulatory Agreements, or any other Project Documents;

(iii) do any act required to be approved in writing by AHF under the Act unless the right to do so is expressly otherwise given in this Agreement or unless AHF has provided such approval;

(iv) borrow from, or otherwise misappropriate funds of, the Partnership, commingle Partnership funds with funds of any other Person or use Partnership funds other than for the particular purpose for which such funds were advanced or contributed; or

(v) conduct the business of the Partnership in violation of the Partnership's purposes set forth in Article 3.

(b) Griggs Road GP shall not, without the Consent of AHF, which Consent may be withheld in AHF’s sole and absolute discretion, have any authority to:

(i) sell or otherwise dispose of, at any time, any interest in the Apartment Complex or any other material portion of the assets of the Partnership;

(ii) execute or deliver any general assignment for the benefit of the creditors of the Partnership or file a petition or acquiesce in the filing of a petition for Bankruptcy;
(iii) borrow in excess of $10,000.00 in the aggregate at any one time outstanding on the general credit of the Partnership, except LP Loans, GP Loans and Operating Deficit Loans, and except as and to the extent provided for in an approved budget pursuant to Section 12.5(a) of this Agreement (in considering whether to Consent to any increase in a Project Loan, AHF shall consider the impact on AHF's share of Capital Transaction Proceeds and other items in its sole and absolute discretion);

(iv) except as provided in Section 6.9(d), following Stabilization, construct any new or replacement capital improvements on the Apartment Complex which substantially alter the Apartment Complex or its use or which are at a cost in excess of $10,000.00 in a single Fiscal Year, except (a) replacements and remodeling in the ordinary course of business or under emergency conditions, or (b) reconstruction paid with insurance proceeds, or (c) as and to the extent provided for in an approved budget pursuant to Section 12.5(a) of this Agreement;

(v) acquire or lease any real property in addition to the Apartment Complex other than easements reasonable and necessary for the operation of the Apartment Complex;

(vi) amend, modify or alter the Condominium Documents;

(vii) amend or terminate the HAP Contract except as permitted pursuant to Section 4.1(jj) of this Agreement; or

(viii) take any action requiring the Consent of AHF hereunder without first having obtained such Consent.

6.5 Sale of the Apartment Complex and/or Interests in the Partnership.

(a) At any time after the expiration of the Credit Period, the Partnership shall market and sell the Apartment Complex upon the written request of AHF (a "Sale Request").

(i) A Sale Request may include terms and conditions for such sale which AHF may request, including, but not limited to, a minimum sale price and whether such sale is subject to new financing or to the assumption of any existing financing secured by the Apartment Complex.

(ii) Promptly after the receipt by the General Partner of a Sale Request, and subject to the designation of a Marketing Agent, as defined and set forth in Section 6.5(a)(iii), the General Partner shall cause the Partnership to diligently and continuously market the Apartment Complex, and shall use its best efforts to market and sell the Apartment Complex in accordance with the terms of the Sale Request, subject in all events to the further approval of AHF in its sole discretion of (A) the acceptance of any offer, (B) the price and other terms and conditions of such sale, (C) the identity, management and control of the purchaser in such sale, and (D) the terms and conditions set forth in the definitive purchase agreement and other documents related to such marketing and/or sale.

(iii) In connection with a Sale Request, or at any time thereafter, AHF and the General Partner shall select a mutually acceptable marketing agent or real estate broker for
Section 811 Project Rental Assistance ("PRA") Program Supplement Packet
Documentation of Request for Consent Cover Page §11.9(c)(6)(A)(ii)

2019 Uniform Multifamily Application #19299

Existing Development Name Village at Palm Center

ii) Documentation that the Third Party, such as a lender, that has the legal right to withhold a required consent was asked to give their consent (Example: Letter from the Applicant or an Affiliate requesting that the above Third Party give permission that if the 2019 Application is awarded, the Existing Development can be committed to the Section811 PRA Program)

Describe and attach the request made by the Applicant or Affiliate to the Third Party asking for consent:

______________________________________________________________________________

ATTACH PDF OF THE REQUEST FROM THE APPLICANT OR AFFILIATE TO THE THIRD PARTY BEHIND THIS PAGE.
Miranda Sprague <miranda.sprague@itexgrp.com>

RE: Village at Palm Center - Section 811 Request
1 message

Robert Johnston <rjohnston@berkahp.com>  Tue, Feb 5, 2019 at 5:25 PM
To: Miranda Sprague <miranda.sprague@itexgrp.com>
Cc: Audrey Martin <audrey@purplemartinre.com>

Miranda, thx for reaching out to us concerning the renewed request for the Village at Palm Center partnership’s consideration in allowing Section 811 units within this development. Unfortunately, AHP’s position has not changed and we cannot consent to this post-closing modification to the tenancy, for the same reasons expressed in 2018.

Please find the attached letter which further expresses this position.

Please feel free to contact me with any further questions/comments.

Robert Johnston

SVP, Acquisitions

Affordable Housing Partners, Inc.

972-342-6621

Fax 972-235-6673

rjohnston@berkahp.com

Berkshire Hathaway group of companies

From: Miranda Sprague [mailto:miranda.sprague@itexgrp.com]
Sent: Tuesday, February 5, 2019 2:57 PM
To: Robert Johnston
Cc: Audrey Martin
Subject: Village at Palm Center - Section 811 Request

Good afternoon Robert,

We are currently working on submitting applications for financing under TDHCA’s 2019 competitive 9% LIHTC program, and part of the application point system provides an incentive to participate in TDHCA’s Section 811 program.
In order to participate in the Section 811 program, an applicant must agree to place Section 811 units in an existing development in its portfolio, subject to any applicable consent requirements (i.e. limited partnership agreement, loan agreement, etc.).

I am requesting consent from AHP to provide Section 811 units within Village at Palm Center. Will you please respond and provide confirmation from AHP that consent is provided for the inclusion of Section 811 units at Village at Palm Center?

Below you’ll find information that TDHCA published on March 22, 2016 about Section 811 (also attached). Additionally, TDHCA has provided the following link for further information: https://www.hud.gov/program_offices/housing/mfh/grants/section811plt. Can you please review and provide a response on your approval?

Section 811 Project Rental Assistance Program for Persons with Disabilities

Fact Sheet

Purpose: The Section 811 Project Rental Assistance (PRA) Program provides project-based rental assistance for extremely low-income persons with disabilities who are linked with long term services. The rental assistance covers the difference between the tenant payment and the property’s contract rent. The program is a collaboration between the Texas Department of Housing and Community Affairs (TDHCA) and the Texas Health and Human Services Commission (HHCS). The Section 811 PRA program creates the opportunity for persons with disabilities to live as independently as possible through the coordination of voluntary services and providing a choice of subsidized, integrated rental housing options.

Project rental assistance can be applied to non-elderly new or existing multifamily developments with at least 5 housing units that have received or are in the process of applying for public funds, including, but not limited to:

- Housing Tax Credit Program
- Multifamily Bond Program
- HOME Program funds
- Project Based Section 8
- Neighborhood Stabilization Program (NSP)
- Housing Trust Fund
- Multifamily Direct Loan Program
- Local funding sources

The initial contract rent is calculated using the existing rent for the property. For Low Income Housing Tax Credit (LIHTC) properties, the initial gross rent will be either the 50% or 60% of LIHTC rents currently charged if the LIHTC rent is less than or equal to the Fair Market Rent (FMR). In those areas where the 50% or 60% of LIHTC rent is higher than FMR, TDHCA will work with the properties that wish to use a rent that is higher than FMR to conduct a market analysis to determine if the rents are attainable in accordance with requirements of TDHCA and HUD.

TDHCA will not consider whether a property does or does not participate in the Section 811 PRA program for underwriting purposes.

An integration rule ensures persons with disabilities are integrated into the community at-large by setting a cap on the number of units that can be set aside or have a preference for persons with disabilities. The Section 811 PRA Program has an integration rule that is different than most TDHCA programs. Developers should use the most restrictive between HUD’s 811 integration rule and TDHCA’s rule.
<table>
<thead>
<tr>
<th>Development Size</th>
<th>HUD 811 Integration Rule</th>
<th>TDHCA Integration Rule</th>
<th>Most Restrictive (Required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 50 Units</td>
<td>25%</td>
<td>36%</td>
<td>25%</td>
</tr>
<tr>
<td>50 or More Units</td>
<td>25%</td>
<td>18%</td>
<td>18%</td>
</tr>
</tbody>
</table>

**Participation Agreement:** The Participation Agreement (“PA”) is the contractual agreement between the Department and the Property Owner that commits the Property to participation in the 811 PRA Program, regardless of whether an 811 PRA tenant actually occupies a unit.

**Rental Assistance Contract (RAC):** After a PA is signed with a property, TDHCA may ask the property to sign a RAC if there is sufficient demand for the property. Properties with sufficient demand by the Target Population will enter into Rental Assistance Contracts for a minimum of 20 years with initial funding for a period of 5 years. Funding beyond the first 5 years is subject to additional HUD funding.

**Use Agreement:** Owners must agree to record a Use Agreement for not less than 30 years, in the form prescribed by HUD. During the Use Agreement period, owners shall make the number of assisted units identified in the executed RAC available for occupancy only by households that meet the eligibility requirements.

**Vacancy Payments:** TDHCA will provide vacancy payments to properties that have signed RACs. Requested Special Claims for Vacancy may not exceed 80 percent of the contract rent for up to 60 days of vacancy. Vacancy payments may be requested during initial lease-up or ongoing.

**HUD Systems:** Tenant data must be entered into HUD’s Tenant Rental Assistance Certification System (TRACS) and Enterprise Income Verification (EIV) must be used to verify income.

**Tenant Eligibility:** At the time of admission, at least one person in a household considered for a unit receiving 811 PRA rental subsidies must be nonelderly (1862 years of age), have a disability, and be eligible to receive Medicaid and/or services and supports. Households must have extremely low incomes as defined by HUD.

**Referral Process:** TDHCA and the agencies within HHSC have a referral system to identify prospective Section 811 tenants and refer them to the program. Only qualified tenants will be referred to participating properties. Owners will not be responsible for marketing Section 811 PRA units. Qualified participants will be referred to the program by Certified Referral Agents who will assure that the tenants have access to community-based services and supports.

**Participant Selection Plan:** Serves as the Tenant Selection Plan for the program and articulates the referral process procedures and many program policies.

**Fair Housing:** Owners are required to comply with many fair housing and equal treatment laws. These are found in the Cooperative Agreement and its Exhibits.

**For more information, contact:**

Spencer Duran
Thank you,

Miranda Sprague, Vice President of Real Estate Development

ITEX Group
3735 Honeywood Court, Port Arthur, Texas 77642

Miranda.Sprague@itexgrp.com

Direct: 409.853.3681 | Cell: 409.720.7803 | Fax: 409.721.6603
2019 Uniform Multifamily Application #19299

Existing Development Name: Village at Palm Center

iii) Documentation that the Third Party possessing the legal right to withhold a required consent has provided notice of their decision not to provide a required consent (Example: Letter from the Third Party that they are denying an Existing Development from participation).

Describe and attach the response from the Third Party that was received by the Applicant or Owner that reflects their decision not to provide the requested consent:
Affordable Housing Partners, Inc. on behalf of the investor limited partner provided a letter declining to provide consent for the placement of Section 811 units in Village at Palm Center.

ATTACH PDF OF THE RESPONSE FROM THE THIRD PARTY THAT REFLECTS THEIR DECISION TO DENY THE REQUESTED CONSENT BEHIND THIS PAGE.
February 5, 2019

Texas Department of Housing and Community Affairs
Attn: Spencer Duran
Section 811 Manager
221 East 11th Street
Austin, TX 78711

RE: 13428 – Village at Palm Center – Houston, Texas
Section 811 Units

Dear Mr. Duran,

As you may be aware, Affordable Housing Partners, Inc., or its affiliate, is the investor Limited Partner in Village at Palm Center in Houston, Texas. We have received a copy of the TDHCA Section 811 List of Eligible Developments for Participation in the Section 811 PRA Program which includes Village at Palm Center. Additionally, we have received a request from the general partner for Village at Palm Center to allow the placement of Section 811 units within Village at Palm Center. Please be advised that AHP was not aware of any pending request for the provision of Section 811 units, with their long term set aside requirements and limited financial assistance. Since our underwriting did not take these units into consideration, either from a mortgage sizing and/or potential revenue deficit reserve standpoint, we will not be able to provide consent for the placement of Section 811 PRA units at Village at Palm Center.

Please be aware that pursuant to the Partnership Agreement for Village at Palm Center, the General Partner in Village at Palm Center is not permitted to make decisions concerning such matters as post closing changes to tenancy, income set asides and/or new or modified rental assistance funding changes without the Limited Partner’s consent. Please refer to Sections 4.1(t) and 6.4(b)(viii) of the Partnership Agreement.

If you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

Robert Johnston
Senior Vice President, Acquisitions
EXISTING DEVELOPMENT INFORMATION

1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**

   - Qualification: Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan.
   - Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 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):

     - Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
     - Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
     - Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
     - Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
     - The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
     - The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
     - Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
     - Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

   **IN ADDITION, THE SUBSIDY OR BENEFIT IS SUBJECT TO THE FOLLOWING CONDITIONS (mark all that apply):**

     - The stipulation to maintain affordability 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**

2/28/2019
### 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 and the most recent available annual operating summary; or
- All monthly or annual operating summaries available.

### 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](https://www.tdhca.state.tx.us/program-services/ura/relocation.htm)

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**

2/28/2019
must include the square footage of each type of Unit; and
must include floor plans for the accessible Units.

roof pitch.

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.
PERCENTAGE ESTIMATE EXTERIOR COMPOSITION
FOR UNIT A AND UNIT B

PLASTER 50%
BRICK 25%
METAL PANEL 15%
GLASS 12%
PERCENTAGE ESTIMATE EXTERIOR COMPOSITION FOR UNIT C
PLASTER 50%
BRICK 30%
METAL PANEL 10%
GLASS 10%
PERCENTAGE ESTIMATE EXTERIOR COMPOSITION
FOR UNIT D
PLASTER  90%
BRICK    10%
METAL PANEL  10%
GLASS    10%

TOWNHOMES
UNIT D
2222 PIERCE ST
HOUSTON TX
### 9 STORY RESIDENTIAL TOWER

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<th>1 BED ADA</th>
<th>1 BED IMP</th>
<th>2 BED</th>
<th>2 BED ADA</th>
<th>2 BED IMP</th>
<th>3 BED</th>
<th>3 BED ADA</th>
<th>3 BED IMP</th>
<th>3 BED B</th>
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### RESIDENTIAL BLDG.

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<th>AREAS PER FL.</th>
<th>CORRIDOR</th>
<th>ELEC/MECH.</th>
<th>OFFICE</th>
<th>BALCONIES</th>
<th>SUPPLY</th>
<th>COMMON</th>
<th># OF FLOORS</th>
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<td>TOTAL AREA</td>
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### TOWNHOMES

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<tr>
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<th>BALCONIES</th>
<th># OF UNITS</th>
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<td>A, B, C, D</td>
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### UNIT MIX SUMMARY

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<th>ONE BEDROOM UNITS</th>
<th>TOTAL</th>
<th>Percent</th>
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<tr>
<td>Three Bedroom Units</td>
<td>30</td>
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</table>

![Image](image.png)
TDHCA REQUIREMENTS
- Mobility and hearing/visual unit locations shown on building floor plans
- 254 Parking spaces required
- 266 spaces provided in garage
- Townhomes provide 2 parking spaces per unit
- Accessible path noted by striped area in parking garage
- Site not in floodplain
- Flood mitigation provided through detention on site
- No pipeline easements on site
MANDATORY DEVELOPMENT AMENITIES
A. ALL BEDROOMS, THE DINING ROOM AND LIVING ROOM IN UNITS TO BE WIRED WITH CURRENT CABLE TECHNOLOGY FOR DATA AND PHONE
B. LAUNDRY CONNECTIONS
C. EXHAUST/VENT FANS IN THE BATHROOMS VENTED TO THE OUTSIDE
D. SCREEN ON OPERABLE WINDOW
E. DISPOSAL AND ENERGY STAR RATED DISHWASHER
F. ENERGY STAR RATED REFRIGERATOR
G. OVEN/RANGE
H. BLINDS OR WINDOW COVERINGS FOR WINDOWS
I. ENERGY STAR RATED CEILING FAN
J. ENERGY STAR RATED LIGHTING THROUGHOUT UNIT
K. ALL AREAS OF UNIT TO HAVE HEATING AND AC
L. ADEQUATE PARKING SPACES CONSISTENT WITH LOCAL CODE IF NO CODE REFER TO RULES
M. ENERGY STAR RATED WINDOWS
N. ADEQUATE ACCESSIBLE PARKING SPACES CONSISTENT WITH THE REQUIREMENTS OF 2013 ADA STANDARDS WITH CERTAIN EXCEPTIONS

1 BEDROOM FLOOR PLAN
UNIT AREA: 772 SF
SCALE: 1/4" = 1'-0"
MANDATORY DEVELOPMENT AMENITIES:

A. All bedrooms, the dining room and living room in units to be wired with current cabling technology for data and phone
B. Laundry connection
C. Exhaust/vent fans in the bathrooms vented to the outside
D. Screen or operable window
E. Disposal and Energy Star rated dishwasher
F. Energy Star rated refrigerator
G. Oven/range
H. Blinds or window coverings for windows
I. Energy Star rated ceiling fan
J. Energy Star rated lighting throughout unit
K. All areas of unit to have heating and AC
L. Adequate parking spaces consistent with local code; if no code refer to rules
M. Energy Star rated windows
N. Adequate accessible parking spaces consistent with the requirements of 2019 ADA Standards with certain exceptions

1 BEDROOM ADA FLOOR PLAN
UNIT AREA: 772.59

SCALE: 1/4 = 1'-0"
MANDATORY DEVELOPMENT AMENITIES

A. ALL BEDROOMS, THE DINING ROOM AND LIVING ROOM IN UNITS TO BE RENOVATED WITH CURRENT CABLEING TECHNOLOGY FOR DATA AND PHONE.
B. LAUNDRY CONNECTIONS.
C. EXHAUST/VENT FANS IN THE BATHROOMS VENTED TO THE OUTSIDE.
D. SCREEN ON OPERABLE WINDOW.
E. DISPOSAL AND ENERGY STAR RATED DISHWASHER.
F. ENERGY STAR RATED REFRIGERATOR.
G. OVEN/RANGE.
H. BLINDS OR WINDOW COVERINGS FOR WINDOWS.
I. ENERGY STAR RATED CEILING FAN.
J. ENERGY STAR RATED LIGHTING THROUGHOUT UNIT.
K. ALL AREAS OF UNIT TO HAVE HEATING AND AC.
L. ADEQUATE PARKING SPACES CONSISTENT WITH LOCAL CODE, IF NO CODE REFER TO RULES.
M. ENERGY STAR RATED WINDOWS.
N. ADEQUATE ACCESSIBLE PARKING SPACES CONSISTENT WITH THE REQUIREMENTS OF 2012 ADA STANDARDS WITH CERTAIN EXCEPTIONS.

3 BEDROOM B FLOOR PLAN
UNIT AREA: 1,284 SF

SCALE: 1/4 = 1'-0"
### SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq Ft for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows 51 through 79.

#### Specifications and Amenities (check all that apply)

- Single Family Construction
- 4RO
- Transitional (per §42(i)(3)(B))
- Duplex
- Scattered Site
- Fourplex
- X > 4 Units Per Building
- X Townhome

#### Development will have:

- X Fire Sprinklers
- 2 Elevators
- 2 # of Elevators
- Wt. Capacity
- 20 Shed or Flat Roof Carport Spaces
- 266 Detached Garage Spaces
- 266 Attached Garage Spaces
- 166 Uncovered Spaces
- 100 Structured Parking Garage Spaces

#### Number of Parking Spaces (consistent with Architectural Drawings):

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
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<tbody>
<tr>
<td>Shed or Flat Roof Carport Spaces</td>
<td>Detached Garage Spaces</td>
</tr>
<tr>
<td>20</td>
<td>266</td>
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<tr>
<td>Attached Garage Spaces</td>
<td>Uncovered Spaces</td>
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<td>20</td>
<td>166</td>
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<tr>
<td>Structured Parking Garage Spaces</td>
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<tr>
<td>20</td>
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#### Floor Composition/Wall Height:

- 100 % Carpet/Vinyl/Resilient Flooring
- Ceiling Height
- 100 % Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- % Other
- Describe:

#### Unit Type

<table>
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<tr>
<th>Unit Type</th>
<th># of Bedrooms</th>
<th>Sq. Ft. Per Unit</th>
<th># of Baths</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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<td>3BR A HV</td>
<td>3</td>
<td>1,284</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1,284</td>
</tr>
<tr>
<td>3BR B</td>
<td>3</td>
<td>1,310</td>
<td>2</td>
<td>5</td>
<td>5</td>
<td>6,550</td>
</tr>
<tr>
<td>3BR B ADA</td>
<td>3</td>
<td>1,310</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2,620</td>
</tr>
<tr>
<td>3BR B HV</td>
<td>3</td>
<td>1,310</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1,310</td>
</tr>
<tr>
<td>3BR TH A</td>
<td>3</td>
<td>2,169</td>
<td>2</td>
<td>9</td>
<td>9</td>
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<td>3</td>
<td>2,204</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2,204</td>
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<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td>156</td>
<td>176</td>
<td>181,839</td>
</tr>
</tbody>
</table>

#### Supportive Housing Applicants Only

- Enter the total development common area from the architect's plans:
- Note revised definition of "Common Area" at 10 TAC §11.1 (6)(22).
- 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)

Net Renterable Square Footage from Rent Schedule: 181,839

If a revised form is submitted, date of submission: 3/1/2019
### Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and

2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 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

<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>Apt: One Bedroom 1/1 (772</td>
<td>ADA 772)</td>
<td>48</td>
<td>5%</td>
<td>2.4</td>
<td>2.4</td>
</tr>
<tr>
<td>Apt: Two Bedroom 2/2 (1080</td>
<td>ADA 1080)</td>
<td>78</td>
<td>5%</td>
<td>3.9</td>
<td>3.9</td>
</tr>
<tr>
<td>Apt: Three Bedroom Type A 3/2 (1284)</td>
<td>22</td>
<td>5%</td>
<td>1.1</td>
<td>1.1</td>
<td>1</td>
</tr>
<tr>
<td>Apt: Three Bedroom Type B 3/2 (1310</td>
<td>ADA 1310)</td>
<td>8</td>
<td>5%</td>
<td>0.4</td>
<td>1</td>
</tr>
<tr>
<td>Townhome 3/2.5 (2169</td>
<td>ADA 2294)</td>
<td>10</td>
<td>5%</td>
<td>0.5</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>166</td>
<td></td>
<td>8.3</td>
<td>9.4</td>
<td>11</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>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</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>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"*

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: _____________________________
Signature

2/28/2019

Blair Korndorffer
Printed Name

Diamond Development Group
Firm Name (If applicable)
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.

<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>Apt: One Bedroom 1/1 (772</td>
<td>ADA 772)</td>
<td>48</td>
<td>2%</td>
<td>0.96</td>
<td>1</td>
</tr>
<tr>
<td>Apt: Two Bedroom 2/2 (1080</td>
<td>ADA 1080)</td>
<td>78</td>
<td>2%</td>
<td>1.56</td>
<td>1.56</td>
</tr>
<tr>
<td>Apt: Three Bedroom Type A 3/2 (1284)</td>
<td>6</td>
<td>2%</td>
<td>0.12</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Apt: Three Bedroom Type B 3/2 (1310</td>
<td>ADA 1310)</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
<td>1</td>
</tr>
<tr>
<td>Townhome 3/2.5 (2169</td>
<td>ADA 2294)</td>
<td>10</td>
<td>2%</td>
<td>0.2</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>166</td>
<td></td>
<td>3.32</td>
<td>5.56</td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which to include under *Units Proposed*

**EXAMPLE**

<table>
<thead>
<tr>
<th>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>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>2</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>68</strong></td>
<td></td>
<td>1.36</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: ________________________________

Blair Korndorffer

Date: 2/26/2019

Diamond Development Group

Firm Name (If applicable)
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>None</td>
<td>0</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>None</td>
<td>0</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></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: 0
### 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:** | 166 |
| **Total surface parking spaces:** | 266 |
| **Total carports:** | 0 |
| **Total garages:** | 20 |

| Total parking spaces of all types: | Calculated from above: 286 |
| Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): | Calculated on prior page: 0 |
| Total of all types of parking spaces that serve dwelling units: | Calculated from above: 286 |
| APSs for mobility accessible units (5% of unit count, if spaces are sufficient): | Calculated from above: 9 |
| Parking spaces that serve dwelling units in excess of one per unit (if applicable): | Calculated from above: 120 |
| APSs required in excess of one per mobility accessible unit: | Calculated from above: 3 |

| Total APSs required (including dwelling units and facilities/amenities): | Calculated from above: 12 |

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: | 11 |
| Number of garages that must be APSs: | 1 |

**APSs that Must Be Van Spaces**

| Minimum number of surface parking spaces that must be van APSs: | 2 |
| Minimum number of carports that must be van APSs: | 2 |
| Minimum number of garages that must be van APSs: | 0 |

| Total Van APSs required, including all types of spaces: | Calculated from above: 2 |

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**

Blair Korndorffer  
**Printed Name**
## Rent Schedule

### Private Activity Bond Priority (For Tax-Exempt Bond Developments ONLY):

- **Rent Designations (select from Drop down menu):**
  - **Private Activity Bond Priority (For Tax-Exempt Bond Developments ONLY):**
    - **Non Rental Income $20.00 per unit/month for:**
    - **Non Rental Income 0.00 per unit/month for:**
    - **Non Rental Income 0.00 per unit/month for:**
    - **+ TOTAL NONRENTAL INCOME $20.00 per unit/month:**

### Rent Schedule Details:

<table>
<thead>
<tr>
<th>Program</th>
<th>Rent Designation</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Bathrooms</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>772</td>
<td>2,316</td>
<td>68</td>
<td>1,059</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>10</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>772</td>
<td>7,200</td>
<td>68</td>
<td>6,350</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>13</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>772</td>
<td>10,036</td>
<td>68</td>
<td>10,075</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>80% AMI</td>
<td>11</td>
<td>1</td>
<td>1</td>
<td>772</td>
<td>8,492</td>
<td>68</td>
<td>11,627</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>11</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>772</td>
<td>8,492</td>
<td>68</td>
<td>11,627</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>4</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>1080</td>
<td>4,320</td>
<td>65</td>
<td>1,684</td>
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</tr>
<tr>
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<td>2</td>
<td>1</td>
<td>1080</td>
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<td>65</td>
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<td>2</td>
<td>2</td>
<td>1</td>
<td>1080</td>
<td>21,600</td>
<td>65</td>
<td>18,540</td>
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<td>MR</td>
<td>80% AMI</td>
<td>19</td>
<td>2</td>
<td>2</td>
<td>1080</td>
<td>20,520</td>
<td>85</td>
<td>24,035</td>
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<tr>
<td>MR</td>
<td>19</td>
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<td>2</td>
<td>1</td>
<td>1080</td>
<td>20,520</td>
<td>85</td>
<td>24,035</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>1310</td>
<td>1,310</td>
<td>64</td>
<td>1,480</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>3</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>1310</td>
<td>3,930</td>
<td>64</td>
<td>2,607</td>
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<td></td>
</tr>
<tr>
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<td>3</td>
<td>2</td>
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<td>1310</td>
<td>5,240</td>
<td>64</td>
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<tr>
<td>MR</td>
<td>80% AMI</td>
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<td>3</td>
<td>2</td>
<td>1310</td>
<td>1,558</td>
<td>64</td>
<td>1,558</td>
<td></td>
<td></td>
</tr>
<tr>
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<td>0</td>
<td>3</td>
<td>2</td>
<td>0</td>
<td>1310</td>
<td>0</td>
<td>64</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>1284</td>
<td>1,284</td>
<td>64</td>
<td>1,480</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
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<td>3</td>
<td>2</td>
<td>1</td>
<td>1284</td>
<td>7,084</td>
<td>64</td>
<td>5,214</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
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<td>2</td>
<td>1</td>
<td>1284</td>
<td>6,420</td>
<td>64</td>
<td>5,214</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>80% AMI</td>
<td>7</td>
<td>3</td>
<td>2</td>
<td>1284</td>
<td>8,988</td>
<td>64</td>
<td>10,178</td>
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<td>3</td>
<td>2</td>
<td>1</td>
<td>1284</td>
<td>3,852</td>
<td>64</td>
<td>5,055</td>
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<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>0</td>
<td>3</td>
<td>2.5</td>
<td>2</td>
<td>2169</td>
<td>0</td>
<td>64</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>0</td>
<td>3</td>
<td>2.5</td>
<td>2</td>
<td>2169</td>
<td>0</td>
<td>64</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>0</td>
<td>3</td>
<td>2.5</td>
<td>2</td>
<td>2169</td>
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<td></td>
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</tr>
<tr>
<td>MR</td>
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<td>3</td>
<td>3</td>
<td>2.5</td>
<td>2169</td>
<td>6,507</td>
<td>64</td>
<td>4,362</td>
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<td>MR</td>
<td>6</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>1310</td>
<td>13,014</td>
<td>64</td>
<td>10,110</td>
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<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>0</td>
<td>3</td>
<td>2.5</td>
<td>2</td>
<td>2294</td>
<td>0</td>
<td>64</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>0</td>
<td>3</td>
<td>2.5</td>
<td>2</td>
<td>2294</td>
<td>0</td>
<td>64</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>0</td>
<td>3</td>
<td>2.5</td>
<td>2</td>
<td>2294</td>
<td>0</td>
<td>64</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>80% AMI</td>
<td>0</td>
<td>3</td>
<td>2.5</td>
<td>2294</td>
<td>0</td>
<td>64</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>2294</td>
<td>2,294</td>
<td>64</td>
<td>1,685</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Self Score Total:

- **Self Score Total:** 115

### Calculation Details:

- **= POTENTIAL GROSS MONTHLY INCOME:**
  - 166

### Rent Schedule:

<table>
<thead>
<tr>
<th>Rent Schedule</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Rental Income</td>
<td>$20.00 per unit/month for:</td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>3,320</td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>0.00 per unit/month for:</td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>3,320</td>
</tr>
<tr>
<td>Total Nonrental Income</td>
<td>$20.00 per unit/month:</td>
</tr>
<tr>
<td>Total Nonrental Income</td>
<td>3,320</td>
</tr>
<tr>
<td>Total Gross Monthly Income</td>
<td>180,340</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>15,526</td>
</tr>
<tr>
<td>Rental Concessions (enter as a negative number)</td>
<td>Enter as a negative value</td>
</tr>
<tr>
<td>Total Effective Gross Monthly Income</td>
<td>166,815</td>
</tr>
<tr>
<td>Total Effective Gross Annual Income</td>
<td>2,001,774</td>
</tr>
</tbody>
</table>

### If a revised form is submitted, date of submission:

- **2/28/2019**
## Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>HOUSING</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>10%</td>
<td>5%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>41%</td>
<td>21%</td>
</tr>
<tr>
<td>TC60%</td>
<td>49%</td>
<td>25%</td>
</tr>
<tr>
<td>TC70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC80%</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

| TAX CREDITS | HTC Li Total 86 | EO 0 | MR 93% 48% 80 | MR Total 48% 80 | Total HTC Units 166 |

| NATIONAL HOUSING TRUST FUND | HTF Li Total 0 | MR 0 | MR Total 0 | HTF Total 0 |

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Per Sq Ft ACQUISITION + HARD $107.60</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost Per Sq Ft HARD $107.60</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost Per Sq Ft BUILDING $134.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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>Electric</td>
<td></td>
<td>$7</td>
<td>$8</td>
<td>$10</td>
<td></td>
<td>Houston Housing Authority</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td></td>
<td>$4</td>
<td>$6</td>
<td>$8</td>
<td></td>
<td>Effective 12/1/17</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td></td>
<td>$16</td>
<td>$23</td>
<td>$29</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td></td>
<td>$15</td>
<td>$20</td>
<td>$26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td></td>
<td>$10</td>
<td>$12</td>
<td>$15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td>$21</td>
<td>$27</td>
<td>$34</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td>$32</td>
<td>$41</td>
<td>$51</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td>Electric</td>
<td></td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
<td>$68.0</td>
<td>$85.0</td>
<td>$104.0</td>
<td>$ -</td>
</tr>
</tbody>
</table>

Other (Describe)

[Blank lines for description]

If a revised form is submitted, date of submission: [2/28/2019]
## Allowance for Tenant-Furnished Utilities and Other Services

**U.S. Department of Housing and Urban Development**
**Office of Public and Indian Housing**

### Effective Date

<table>
<thead>
<tr>
<th>Locality:</th>
<th>Houston, TX Metropolitan Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Type:</td>
<td>Apartments (5 or more units per building)</td>
</tr>
<tr>
<td>Date:</td>
<td>12/1/2017</td>
</tr>
</tbody>
</table>

### Monthly Dollar Allowances

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>5BR</th>
<th>6BR</th>
<th>7BR</th>
<th>8BR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Heating</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$7</td>
<td>$8</td>
<td>$9</td>
<td>$9</td>
<td>$11</td>
<td>$11</td>
<td>$12</td>
<td>$13</td>
<td>$13</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$6</td>
<td>$7</td>
<td>$8</td>
<td>$10</td>
<td>$11</td>
<td>$12</td>
<td>$13</td>
<td>$14</td>
<td>$15</td>
</tr>
<tr>
<td>d. Coal/Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cooking</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$2</td>
<td>$2</td>
<td>$3</td>
<td>$4</td>
<td>$5</td>
<td>$6</td>
<td>$7</td>
<td>$7</td>
<td>$8</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$4</td>
<td>$4</td>
<td>$6</td>
<td>$8</td>
<td>$10</td>
<td>$12</td>
<td>$13</td>
<td>$14</td>
<td>$15</td>
</tr>
<tr>
<td>d. Coal/Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Electric - Lighting - Base</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$4</td>
<td>$4</td>
<td>$6</td>
<td>$8</td>
<td>$10</td>
<td>$12</td>
<td>$13</td>
<td>$14</td>
<td>$15</td>
</tr>
<tr>
<td>d. Coal/Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Air Conditioning</strong></td>
<td>$12</td>
<td>$15</td>
<td>$20</td>
<td>$26</td>
<td>$32</td>
<td>$37</td>
<td>$40</td>
<td>$43</td>
<td>$46</td>
</tr>
<tr>
<td><strong>Water Heating</strong></td>
<td>$4</td>
<td>$5</td>
<td>$7</td>
<td>$9</td>
<td>$11</td>
<td>$13</td>
<td>$14</td>
<td>$15</td>
<td>$15</td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$8</td>
<td>$10</td>
<td>$12</td>
<td>$15</td>
<td>$18</td>
<td>$20</td>
<td>$22</td>
<td>$23</td>
<td>$25</td>
</tr>
<tr>
<td>d. Coal/Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Water</strong></td>
<td>$21</td>
<td>$21</td>
<td>$27</td>
<td>$34</td>
<td>$40</td>
<td>$46</td>
<td>$50</td>
<td>$55</td>
<td>$59</td>
</tr>
<tr>
<td><strong>Sewer</strong></td>
<td>$31</td>
<td>$32</td>
<td>$41</td>
<td>$51</td>
<td>$60</td>
<td>$69</td>
<td>$75</td>
<td>$81</td>
<td>$87</td>
</tr>
<tr>
<td><strong>Trash Collection</strong></td>
<td>$12</td>
<td>$12</td>
<td>$12</td>
<td>$12</td>
<td>$12</td>
<td>$12</td>
<td>$12</td>
<td>$12</td>
<td>$12</td>
</tr>
<tr>
<td><strong>Range/Microwave</strong> (If tenant supplies)</td>
<td>$13</td>
<td>$13</td>
<td>$13</td>
<td>$13</td>
<td>$13</td>
<td>$13</td>
<td>$13</td>
<td>$13</td>
<td>$13</td>
</tr>
<tr>
<td><strong>Refrigerator</strong> (If tenant supplies)</td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
</tr>
<tr>
<td><strong>Other - Monthly Gas Fee</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other - Monthly Electric Fee</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Actual Family Allowances To be used by the family to compute allowance. Complete Below for the actual unit rented.

<table>
<thead>
<tr>
<th>Name of Family</th>
<th>Address of Unit</th>
<th>Smaller of bedroom or voucher</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Utility or Service Per Month Cost

| Heating          | -               |
| Cooking          | -               |
| Other Electric   | -               |
| Air Conditioning | -               |
| Water Heating    | -               |
| Water            | -               |
| Sewer            | -               |
| Trash Collection | -               |
| Range/Microwave  | -               |
| Refrigerator     | -               |
| Other (Elec Fee) | -               |
| Other (Gas Fee)  | -               |
| **Total**        | $0              |

Previous editions are obsolete

Page 1 of 1

form HUD-52667(12/97)
ref. Handbook 7420.8
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$10,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$15,000</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$5,000</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$3,500</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$6,500</td>
</tr>
<tr>
<td>Telephone</td>
<td>$5,000</td>
</tr>
<tr>
<td>Consulting, contract services, membership fees</td>
<td>$2,000</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$47,000</strong></td>
</tr>
</tbody>
</table>

Management Fee: Percent of Effective Gross Income: **5.00%**

**$100,089**

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$120,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$80,000</td>
</tr>
<tr>
<td>Housekeeping</td>
<td>$20,000</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td><strong>$220,000</strong></td>
</tr>
</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$15,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$10,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$10,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$22,500</td>
</tr>
<tr>
<td>Repairs</td>
<td>$20,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td><strong>$77,500</strong></td>
</tr>
</tbody>
</table>

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$75,000</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$0</td>
</tr>
<tr>
<td>Trash</td>
<td>$50,000</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$55,000</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td><strong>$180,000</strong></td>
</tr>
</tbody>
</table>

Annual Property Insurance: Rate per net rentable square foot: $0.40

**$73,629**

### Property Taxes

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Published Capitalization Rate:</td>
<td>Source:</td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$257,200</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td><strong>$257,200</strong></td>
</tr>
</tbody>
</table>

Reserve for Replacements: Annual reserves per unit: $300

**$49,800**

### Other Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$8,000</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$3,440</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td>$</td>
</tr>
<tr>
<td>Bond Trustee Fees</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$15,000</td>
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<tr>
<td>City of Houston Compliance Fee</td>
<td>$2,550</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td><strong>$28,990</strong></td>
</tr>
</tbody>
</table>

**Total Annual Expenses:**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expense per unit:</strong></td>
<td><strong>$6230</strong></td>
</tr>
<tr>
<td><strong>Expense to Income Ratio:</strong></td>
<td><strong>51.66%</strong></td>
</tr>
<tr>
<td><strong>Net Operating Income (before debt service):</strong></td>
<td><strong>$967,566</strong></td>
</tr>
</tbody>
</table>

### Annual Debt Service

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citi</td>
<td>$788,904</td>
</tr>
<tr>
<td><strong>Total Annual Debt Service:</strong></td>
<td><strong>$788,904</strong></td>
</tr>
</tbody>
</table>

**Debt Coverage Ratio: 1.23**

**$178,662**

If a revised form is submitted, date of submission: 2/28/2019
# 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>$2,094,096</td>
<td>$2,135,978</td>
<td>$2,178,697</td>
<td>$2,222,271</td>
<td>$2,266,717</td>
<td>$2,502,639</td>
<td>$2,763,115</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$39,840</td>
<td>$40,637</td>
<td>$41,450</td>
<td>$42,279</td>
<td>$43,124</td>
<td>$47,512</td>
<td>$52,568</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$2,133,936</td>
<td>$2,176,615</td>
<td>$2,220,147</td>
<td>$2,264,550</td>
<td>$2,309,841</td>
<td>$2,550,251</td>
<td>$2,815,683</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($160,045)</td>
<td>($163,246)</td>
<td>($166,511)</td>
<td>($169,841)</td>
<td>($173,238)</td>
<td>($191,269)</td>
<td>($211,176)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,973,891</td>
<td>$2,013,369</td>
<td>$2,053,636</td>
<td>$2,094,709</td>
<td>$2,136,603</td>
<td>$2,358,982</td>
<td>$2,604,507</td>
</tr>
</tbody>
</table>

| EXPENSES | | | | | | | |
| General & Administrative Expenses | $47,000 | $48,410 | $49,862 | $51,358 | $52,899 | $61,324 | $71,092 |
| Management Fee | $98,695 | $100,669 | $102,682 | $104,736 | $106,831 | $117,950 | $130,226 |
| Payroll, Payroll Tax & Employee Benefits | $220,000 | $226,600 | $233,398 | $240,400 | $247,612 | $287,050 | $322,770 |
| Repairs & Maintenance | $77,500 | $79,825 | $82,220 | $84,686 | $87,227 | $101,120 | $117,236 |
| Electric & Gas Utilities | $75,000 | $77,250 | $79,568 | $81,955 | $84,413 | $95,758 | $113,444 |
| Water, Sewer & Trash Utilities | $105,000 | $108,150 | $111,395 | $114,736 | $118,178 | $137,001 | $158,832 |
| Annual Property Insurance Premiums | $73,629 | $75,838 | $78,113 | $80,456 | $82,870 | $96,069 | $111,370 |
| Property Tax | $251,000 | $258,530 | $266,286 | $274,274 | $282,503 | $327,498 | $379,660 |
| Reserve for Replacements | $49,800 | $51,294 | $52,833 | $54,418 | $56,050 | $64,975 | $75,327 |
| Other Expenses | $28,990 | $29,860 | $30,755 | $31,678 | $32,629 | $37,825 | $43,850 |
| TOTAL ANNUAL EXPENSES | $1,026,614 | $1,056,425 | $1,087,112 | $1,118,698 | $1,151,212 | $1,328,673 | $1,533,787 |
| NET OPERATING INCOME | $947,277 | $956,943 | $966,524 | $976,011 | $985,391 | $1,030,309 | $1,070,720 |

| DEBT SERVICE | | | | | | | |
| First Deed of Trust Annual Loan Payment | $788,904 | $788,904 | $788,904 | $788,904 | $788,904 | $788,904 | $788,904 |
| Second Deed of Trust Annual Loan Payment | | | | | | | |
| Third Deed of Trust Annual Loan Payment | | | | | | | |
| Other Annual Required Payment | | | | | | | |
| Other Annual Required Payment | | | | | | | |
| ANNUAL NET CASH FLOW | $158,372 | $168,039 | $177,620 | $187,106 | $196,487 | $241,404 | $281,816 |
| CUMULATIVE NET CASH FLOW | $158,372 | $326,411 | $504,031 | $691,138 | $887,625 | $1,982,333 | $3,290,404 |
| Debt Coverage Ratio | 1.20 | 1.21 | 1.23 | 1.24 | 1.25 | 1.31 | 1.30 |
| Other (Describe) | | | | | | | |
| Other (Describe) | | | | | | | |

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.5 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

2/25/2019
The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

### INCOME

<table>
<thead>
<tr>
<th>YEAR</th>
<th>POTENTIAL GROSS ANNUAL RENTAL INCOME</th>
<th>Secondary Income</th>
<th>POTENTIAL GROSS ANNUAL INCOME</th>
<th>Provision for Vacancy &amp; Collection Loss</th>
<th>Rental Concessions</th>
<th>EFFECTIVE GROSS ANNUAL INCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$2,094,096</td>
<td>$49,840</td>
<td>$2,133,936</td>
<td>$(160,045)</td>
<td>$0</td>
<td>$1,973,891</td>
</tr>
<tr>
<td>2</td>
<td>$2,135,798</td>
<td></td>
<td>$2,176,615</td>
<td>$(163,246)</td>
<td></td>
<td>$2,013,369</td>
</tr>
<tr>
<td>3</td>
<td>$2,178,697</td>
<td></td>
<td>$2,220,147</td>
<td>$(166,511)</td>
<td></td>
<td>$2,053,636</td>
</tr>
<tr>
<td>4</td>
<td>$2,222,271</td>
<td></td>
<td>$2,264,550</td>
<td>$(169,841)</td>
<td></td>
<td>$2,094,709</td>
</tr>
<tr>
<td>5</td>
<td>$2,266,717</td>
<td></td>
<td>$2,309,841</td>
<td>$(173,238)</td>
<td></td>
<td>$2,136,603</td>
</tr>
<tr>
<td>10</td>
<td>$2,502,639</td>
<td></td>
<td>$2,550,251</td>
<td>$(191,269)</td>
<td></td>
<td>$2,358,982</td>
</tr>
<tr>
<td>15</td>
<td>$2,763,115</td>
<td></td>
<td>$2,815,683</td>
<td>$(211,176)</td>
<td></td>
<td>$2,604,507</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th>Expense</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$47,000</td>
<td>$48,410</td>
<td>$49,862</td>
<td>$51,358</td>
<td>$52,899</td>
<td>$61,324</td>
<td>$71,092</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$98,695</td>
<td>$100,669</td>
<td>$102,682</td>
<td>$104,736</td>
<td>$106,831</td>
<td>$117,950</td>
<td>$130,226</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$220,000</td>
<td>$226,600</td>
<td>$233,398</td>
<td>$240,400</td>
<td>$247,612</td>
<td>$287,050</td>
<td>$332,770</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$77,500</td>
<td>$79,825</td>
<td>$82,220</td>
<td>$84,686</td>
<td>$87,227</td>
<td>$101,120</td>
<td>$117,226</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$75,000</td>
<td>$77,250</td>
<td>$81,555</td>
<td>$84,413</td>
<td>$97,858</td>
<td>$113,444</td>
<td>$134,600</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$105,000</td>
<td>$108,150</td>
<td>$111,395</td>
<td>$114,736</td>
<td>$118,178</td>
<td>$137,001</td>
<td>$158,822</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$73,629</td>
<td>$75,838</td>
<td>$78,113</td>
<td>$80,456</td>
<td>$82,870</td>
<td>$96,069</td>
<td>$113,370</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$251,000</td>
<td>$258,530</td>
<td>$266,286</td>
<td>$274,274</td>
<td>$282,503</td>
<td>$327,498</td>
<td>$379,660</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$49,800</td>
<td>$51,294</td>
<td>$52,833</td>
<td>$54,418</td>
<td>$56,050</td>
<td>$64,978</td>
<td>$75,327</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$28,990</td>
<td>$29,860</td>
<td>$30,755</td>
<td>$31,678</td>
<td>$32,629</td>
<td>$37,825</td>
<td>$43,850</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$1,026,614</td>
<td>$1,056,425</td>
<td>$1,087,112</td>
<td>$1,118,698</td>
<td>$1,151,212</td>
<td>$1,328,673</td>
<td>$1,533,787</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>Debt Service</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$788,904</td>
<td>$788,904</td>
<td>$788,904</td>
<td>$788,904</td>
<td>$788,904</td>
<td>$788,904</td>
<td>$788,904</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$158,372</td>
<td>$168,039</td>
<td>$177,620</td>
<td>$187,106</td>
<td>$196,487</td>
<td>$241,404</td>
<td>$281,816</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$158,372</td>
<td>$326,411</td>
<td>$504,031</td>
<td>$691,138</td>
<td>$887,625</td>
<td>$1,982,353</td>
<td>$3,290,404</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.23</td>
<td>1.24</td>
<td>1.25</td>
<td>1.31</td>
<td>1.36</td>
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<tr>
<td>Other (Describe)</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)
**Off-Site Cost Breakdown**

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

**Column A:** The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

**Columns B and C:** In determining actual construction cost, two different methods may be used:

**Column D:** To arrive at total construction costs in Column D:

**Column F:** Engineering/architectural costs must be broken out by the offsite work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 11,914.00</td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 60,375.00</td>
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</tr>
<tr>
<td>Sewer lateral(s)</td>
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<td>$ 22,731.00</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 95,020</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

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 cost, two different methods may be used:

Column D: To arrive at total construction costs in Column D:

Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the offsite work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**All contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>Activity</th>
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<tr>
<td>Sewer laterals(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$22,731.00</td>
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<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$95,020</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

If a revised form is submitted, date of submission:

2/24/2019
Private utilities such as electric, telephone, cable and gas are available in adjacent rights of ways and easements. Exhibit 9.

PROPOSED UTILITIES, CONNECTION AND IMPROVEMENTS

Onsite improvements will require an:
Tract 1 - 160 Unit with parking garage levels
   a) storm internal drainage system with inlets connection at Pierce and Bastrop
   b) water distribution system with fire line, with onsite private fire department connection and meter with a combination water meter easement of 15’ x 25’ required for domestic and fire line with no pavement on the easement at Gray Street
   c) sanitary sewer connection by manhole at Gray Street
   d) pavement plus driveways design to public streets which will support the proposed 6-story apartment facility circulation of traffic and fire protection by truck.
   e) Detention system will require a) detention pond b) underground storm sewer, c) parking lot detention and d) underground detention systems. This project will 31,363 CF of storage onsite. The architect confirm that 30,000 cf will be provided a) place on the roof 1’ deep b) storage on the first level by the garage c) plus the storm sewer system will be enlarged to 24” storm sewers to meet this requirement.

Tract 2 - Renting Townhouses with parking
   f) storm internal drainage system with inlets connection at Pierce and Hutchinson
   g) water distribution system with fire line – service would come from Gray Street from an 8-inch waterline – it will require a bore and jack under Gray for connection and place a fire hydrant onsite.
   h) sanitary sewer connection – service will come form a 10-inch sanitary sewer on Gray Street. A bore and jack will required to connect.
   i) pavement plus driveways design to public streets which will support the proposed parking lot from Gray and Hutchinson.
   j) Detention system will require a) detention pond b) underground storm sewer, c) parking lot detention and d) underground detention systems. This project will 4,443 CF of storage onsite. Storm sewer onsite plus parking lot detention will meet this requirement.

Offsite Improvements
Tract 1
   a) Storm sewer will be a connect to back of street inlet
   b) Water will require an additional 6” water line place in the street right of way of Bastrop due to no fire hydrants in the area. The line will run and connect from Gray to Pierce on our side of the project.
   c) Sanitary sewer – manhole placed on lead
Tract 2
   a) Storm sewer will be a connect to back of street inlet at Pierce and Hutchinson
   b) Water – a 10” bore and jack for a 6” waterline required
   c) Sanitary sewer – a 10” bore and jack for a 6” sewer lead required

Minimum of 6-inch sewer tap is allowed. City impact fees will be required for water and sewer usage based on units of housing. Private utilities consisting of electric, gas and telephone will be included. Exhibit 6.

The review time of building and site plans by the City of Houston staff is expected to be +3-4 months for review and approval once submitted. Each submittal will take a minimum of 21-day review by the city. Exhibit
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>Earthwork-Bldgs-Demo</td>
<td>$498,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paving/On site concrete</td>
<td>$132,800</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sidewalks</td>
<td>$132,800</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$107,900</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Sanitary Sewer</td>
<td>$182,600</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>$116,200</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm Drainage</td>
<td>$332,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$11,620</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$1,513,920</strong></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer

Printed Name

Date

If a revised form is submitted, date of submission: [2/28/2019]
**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:

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*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.*

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</tr>
</tbody>
</table>

Signature of Registered Engineer: **Dinesh Engineer P.E.**

Printed Name: **Dinesh N. Engineer**

Date: **2/24/2019**
| **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><strong>TOTAL DEVELOPMENT SUMMARY</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cost</strong></td>
</tr>
</tbody>
</table>

### ACQUISITION
- Site acquisition cost: $5,500,000
- Existing building acquisition cost: $0
- Closing costs & acq. legal fees: $0
- Other (specify) - see footnote 1: $0
- Other (specify) - see footnote 1: $0

Subtotal Acquisition Cost: $5,500,000

### OFF-SITES
- Off-site concrete: $11,914
- Storm drains & devices: $60,375
- Water & fire hydrants: $0
- Off-site utilities: $0
- Off-site paving: $22,731
- Off-site electrical: $0
- Other (specify) - see footnote 1: $0
- Other (specify) - see footnote 1: $0

Subtotal Off-Sites Cost: $95,020

### SITE WORK
- Demolition: $0
- Asbestos Abatement (Demolition Only): $0
- Detention: $0
- Rough grading: $498,000
- Fine grading: $0
- On-site concrete: $132,800
- On-site electrical: $0
- On-site paving: $0
- On-site utilities: $630,800
- Decorative masonry: $0
- Bumper stops, striping & signs: $11,620
- Other (specify) - see footnote 1: $0

Subtotal Site Work Cost: $1,513,920

### SITE AMENITIES
- Landscaping: $282,500
- Pool and decking: $0
- Athletic court(s), playground(s): $0
- Fencing: $116,300

PLEASE SPECIFY - see footnote 1: $149,400

Subtotal Site Amenities Cost: $548,200

### BUILDING COSTS
- Concrete: $1,826,000
- Masonry: $2,523,200
- Metals: $381,400
- Woods and Plastics: $4,150,000
- Thermal and Moisture Protection: $332,000
- Roof Covering: $249,000
- Doors and Windows: $1,411,000
- Finishes: $1,826,000
- Specialties: $356,900
- Equipment: $664,000
- Furnishings: $124,500
- Special Construction: $0
- Conveying Systems (Elevators): $415,000
- Mechanical (HVAC, Plumbing): $2,822,000
- Electrical: $1,411,000

Subtotal Site Amenities Cost: $548,200

---

2/28/2019
## Detached Community Facilities/Building

- Carports and/or Garages: 0
- Lead-Based Paint Abatement: 0
- Asbestos Abatement (Rehabilitation Only): 0
- Structured Parking: 6,000,000

### Commercial Space Costs

- Other (specify) - see footnote 1: 0

**Subtotal Building Costs Before 11.9(e)(2)**

<table>
<thead>
<tr>
<th></th>
<th>$24,492,000</th>
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<th>$24,492,000</th>
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**Voluntary Eligible Building Costs (After 11.9(e)(2))**

Enter amount to be used to achieve desired score:

<table>
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<tr>
<th></th>
<th>$76.87 psf</th>
<th>$13,977,584</th>
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</table>

If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

### Before 11.9(e)(2)

**TOTAL BUILDING COSTS & SITE WORK (including site amenities)**

<table>
<thead>
<tr>
<th></th>
<th>$26,554,120</th>
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**Contingency**

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<th></th>
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**TOTAL HARD COSTS**

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**OTHER CONSTRUCTION COSTS**

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<th>6.00%</th>
<th>1,710,874</th>
<th>1,029,748</th>
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</table>

**General requirements (<6%)**

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<th>1,029,748</th>
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**Field supervision (within GR limit)**

<table>
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<th></th>
<th>2.00%</th>
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<th>343,249</th>
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</table>

**Contractor overhead (<2%)**

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<th>2.00%</th>
<th>570,291</th>
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**G & A Field (within overhead limit)**

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<tr>
<th></th>
<th>6.00%</th>
<th>1,710,874</th>
<th>1,029,748</th>
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**Contractor profit (<6%)**

<table>
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<tr>
<th></th>
<th>6.00%</th>
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**TOTAL CONTRACTOR FEES**

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**TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2)**

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**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**

Enter amount to be used to achieve desired score:

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<th>$0.00 psf</th>
<th>$0</th>
<th>$19,565,228</th>
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</table>

If NOT seeking to score points under §11.9(e)(2), E96:E97 should remain BLANK. True eligible cost should be entered in line items E83 and E87:E91. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E96:E97 that produces the target cost per square foot in D96:D97. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

### Soft Costs

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**Architectural - Design fees**

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<th>$126,000</th>
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**Architectural - Supervision fees**

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**Engineering fees**

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**Real estate attorney/other legal fees**

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**Accounting fees**

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**Building permits & related costs**

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**Appraisal**

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**Market analysis**

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**Environmental assessment**

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**Soils report**

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**Survey**

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**Hazard & liability insurance**

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**Real property taxes**

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**Personal property taxes**

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**Other (specify) - see footnote 1**

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**Plan Printing and F&E**

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**Other (specify) - see footnote 1**

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**Subtotal Soft Cost**

<table>
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<tr>
<th></th>
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### Financing

**Construction Loan(S)3**

<table>
<thead>
<tr>
<th></th>
<th>$1,414,359</th>
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<table>
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**Interest**

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**Title & recording fees**

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<tr>
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**Closing costs & legal fees**

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**Inspection fees**

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**Credit Report**

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**Discount Points**

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**Credit Report**

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<th>$0</th>
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**Other (specify) - see footnote 1**

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2/28/2019
### PERMANENT LOAN(S)

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<th>Description</th>
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<tbody>
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<tr>
<td>Closing costs &amp; legal</td>
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<tr>
<td>City of Houston Loan Fees</td>
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<tr>
<td>City of Houston App Fee</td>
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### BRIDGE LOAN(S)

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<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>1.50%</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>427,719</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>50,000</td>
</tr>
<tr>
<td>City of Houston App Fee</td>
<td>1,000</td>
</tr>
</tbody>
</table>

### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>60,730</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>427,719</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>50,000</td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Subtotal Financing Cost</td>
<td>$2,615,019</td>
</tr>
</tbody>
</table>

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>5,193,137</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>3,490,324</td>
</tr>
<tr>
<td>Subtotal Developer Fees</td>
<td>15.00%</td>
</tr>
</tbody>
</table>

### RESERVES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td></td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td>911,536</td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td>246,623</td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Subtotal Reserves</td>
<td>$1,158,179</td>
</tr>
</tbody>
</table>

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL HOUSING DEVELOPMENT COSTS</td>
<td>$48,755,986</td>
</tr>
</tbody>
</table>

The following calculations are for HTC Applications only.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deduct From Basis</td>
<td></td>
</tr>
<tr>
<td>Non-qualified non-recourse financing</td>
<td></td>
</tr>
<tr>
<td>Non-qualified portion of high quality units</td>
<td></td>
</tr>
<tr>
<td>Historic Credits (residential portion only)</td>
<td></td>
</tr>
<tr>
<td>Total Eligible Basis</td>
<td>$26,759,147</td>
</tr>
<tr>
<td><strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td>130%</td>
</tr>
<tr>
<td>Total Adjusted Basis</td>
<td>$34,786,891</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td>49%</td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$17,056,842</td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td>3.42%</td>
</tr>
<tr>
<td>Credits Supported by Eligible Basis</td>
<td>$1,535,116</td>
</tr>
<tr>
<td>Credit Request (from 17.Development Narrative)</td>
<td>$1,500,000</td>
</tr>
</tbody>
</table>

**Requested Score for 11.9(e)(2)** 12

*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.

<table>
<thead>
<tr>
<th>Name of contact for Cost Estimate:</th>
<th>Kevin Hardy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number for Contact:</td>
<td>(713) 963-8660</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 2/28/2019
February 28, 2019

Houston 2222 Pierce Housing, LP
Attn: Christopher Akbari
9 Greenway Plaza, Suite 1250
Houston, TX 77046

Re: 2222 Pierce Residential Tower – Structured Parking Cost Estimate

Dear Mr. Akbari:

Based on preliminary schematic drawings, as well as current market trends in design and pricing, we fix the garage portion of this project at approximately 115,700 square feet in size parking 266 cars. Price wise we see it as,

115,700 sf x $51.85/sf = $6,000,000, or approximately $22,556/park

We hope that helps in your decision making process. Feel free to contact us at any time should you need any further information. We look forward to working with you on this project.

Sincerely,

Kevin Hardy
Executive Vice President

cc: Steve Nelson
### 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></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Lien Position</td>
</tr>
<tr>
<td>Debt</td>
<td>MF Direct Loan Const. Per. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>Citi</td>
<td>Conventional Loan</td>
<td>$26,350,000</td>
<td>5.50%</td>
<td>$12,525,000</td>
</tr>
<tr>
<td>City of Houston</td>
<td>CDBG</td>
<td>$20,000,000</td>
<td>1.00%</td>
<td>$20,000,000</td>
</tr>
<tr>
<td></td>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hudson Housing Capital</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$2,092,291</td>
<td>$13,948,605</td>
</tr>
<tr>
<td>Grant</td>
<td>§11.9(d)(2) LPS Contribution</td>
<td>$500</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>City of Houston</td>
<td>Deferred Developer Fee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Houston 2222 Pierce Developers</td>
<td></td>
<td>$2,281,882</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td></td>
<td>$48,442,791</td>
<td>$48,755,987</td>
<td></td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td></td>
<td>$48,755,986</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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).

Sources of funds include a construction and permanent loan provided by Citi, tax credit equity provided by Hudson, a local political subdivision funding of $500 from the City of Houston, CDBG funds from the City of Houston, and deferred developer fee. The construction loan provided by Citi will have an interest rate based of 5.5%, and the permanent loan will have an interest rate of 5.35% with a 35 year amortization. Tax credit equity will be provided at a rate of $0.93 per credit dollar. Repayment of City of Houston CDBG funds will be subject to available cash flow with a 1% interest rate.

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.

There are no existing replacement reserves. The annual deposit to replacement reserve is $300/unit/year.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

There are no operating subsidies proposed.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

[Signature] [Printed Name] [Date]

Telephone: [Number]
Email address: [Email]

If a revised form is submitted, date of submission: [Date]
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).

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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.

There are no operating subsidies proposed.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Equity Provider: Joshua Leppen
Printed Name: Joshua Leppen
Date: 2/26/19

Telephone: 212-218-4446
Email address: josh.leppen@hudnhousing.com

If a revised form is submitted, date of submission: 2/25/2019
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; OR
- Evidence of a line of credit or equivalent tool equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(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 the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and
- A letter - not older than 6 months from the date the of Application submission - from the Development Owner's bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
Match in the amount of at least 5% of the Multifamily Direct Loan funds requested must be documented with a letter from the anticipated provider of Match indicating the provider’s willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(8) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) <strong>CANNOT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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>

2/28/2019
## Finance Scoring (for Competitive HTC Applications ONLY)

### 1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding:

**City of Houston**

- **X** A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.
- **X** The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.
- **X** The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

**Total Points Claimed:** 1

### 2. Financial Feasibility (§11.9(e)(1))

- **X** Eligible Pro-Forma and letter stating 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: 5.42%

- HTC funding request as a percent of Total Housing Development Cost: 3.08%

**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

---

2/28/2019
Supporting Documents Should be Included Behind this Tab

**ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES**

- X Executed Pro Forma from Permanent or Construction Lender
- X Letter from lender regarding approval of Principals (consistent with Template)
- X Evidence of all Permanent and Construction Financing (term sheets, loan agreements)

**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.

- X Evidence of any Gap Financing, terms included
- □ Evidence of any Owner Contributions, with financial support if required
- X Evidence of Equity Financing (HTC applications only)
- □ Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.

- X Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]

- □ Evidence of Rental Assistance/Subsidy
The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

### Income

<table>
<thead>
<tr>
<th>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>$2,094,096</td>
<td>$2,135,978</td>
<td>$2,178,697</td>
<td>$2,222,271</td>
<td>$2,266,717</td>
<td>$2,502,639</td>
<td>$2,763,115</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$39,840</td>
<td>$40,637</td>
<td>$41,450</td>
<td>$42,279</td>
<td>$43,124</td>
<td>$47,512</td>
<td>$52,688</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($160,045)</td>
<td>($163,249)</td>
<td>($166,511)</td>
<td>($169,841)</td>
<td>($173,128)</td>
<td>($191,269)</td>
<td>($211,176)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Effective Gross Annual Income</strong></td>
<td>$1,973,891</td>
<td>$2,013,369</td>
<td>$2,053,636</td>
<td>$2,094,709</td>
<td>$2,136,603</td>
<td>$2,358,982</td>
<td>$2,604,507</td>
</tr>
</tbody>
</table>

### Expenses

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Administrative Expenses</td>
<td>$47,000</td>
<td>$48,410</td>
<td>$49,862</td>
<td>$51,358</td>
<td>$52,899</td>
<td>$61,324</td>
<td>$71,092</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$98,695</td>
<td>$100,669</td>
<td>$102,682</td>
<td>$104,736</td>
<td>$106,831</td>
<td>$117,950</td>
<td>$130,226</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$220,000</td>
<td>$226,600</td>
<td>$233,398</td>
<td>$240,400</td>
<td>$247,612</td>
<td>$287,050</td>
<td>$322,770</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$77,500</td>
<td>$79,825</td>
<td>$82,220</td>
<td>$84,868</td>
<td>$87,227</td>
<td>$101,120</td>
<td>$117,226</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$75,000</td>
<td>$77,250</td>
<td>$79,568</td>
<td>$81,955</td>
<td>$84,413</td>
<td>$97,858</td>
<td>$113,444</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$105,000</td>
<td>$108,150</td>
<td>$111,395</td>
<td>$114,736</td>
<td>$118,178</td>
<td>$137,001</td>
<td>$158,832</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$73,629</td>
<td>$75,838</td>
<td>$78,113</td>
<td>$80,456</td>
<td>$82,870</td>
<td>$96,069</td>
<td>$111,370</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$251,000</td>
<td>$258,530</td>
<td>$266,286</td>
<td>$274,274</td>
<td>$282,503</td>
<td>$327,498</td>
<td>$379,660</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$49,800</td>
<td>$51,294</td>
<td>$52,833</td>
<td>$54,418</td>
<td>$56,050</td>
<td>$64,978</td>
<td>$75,327</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$28,990</td>
<td>$29,860</td>
<td>$30,755</td>
<td>$31,678</td>
<td>$32,629</td>
<td>$37,825</td>
<td>$43,850</td>
</tr>
<tr>
<td><strong>Total Annual Expenses</strong></td>
<td>$1,026,614</td>
<td>$1,056,425</td>
<td>$1,087,112</td>
<td>$1,118,698</td>
<td>$1,151,212</td>
<td>$1,328,673</td>
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<tr>
<td><strong>Net Operating Income</strong></td>
<td>$947,277</td>
<td>$956,943</td>
<td>$966,524</td>
<td>$976,011</td>
<td>$985,391</td>
<td>$1,030,309</td>
<td>$1,070,720</td>
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### Debt Service

<table>
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<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$788,904</td>
<td>$788,904</td>
<td>$788,904</td>
<td>$788,904</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
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<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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<tr>
<td>Other Annual Required Payment</td>
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<td>Other Annual Required Payment</td>
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<tr>
<td><strong>Annual Net Cash Flow</strong></td>
<td>$158,372</td>
<td>$168,039</td>
<td>$177,620</td>
<td>$187,106</td>
<td>$196,487</td>
<td>$241,404</td>
<td>$281,816</td>
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<tr>
<td><strong>Cumulative Net Cash Flow</strong></td>
<td>$158,372</td>
<td>$326,411</td>
<td>$504,031</td>
<td>$691,138</td>
<td>$887,625</td>
<td>$1,982,353</td>
<td>$3,290,404</td>
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</tbody>
</table>

### Other

| Other (Describe)                             |                |                |                |                |                |                |                |
| Other (Describe)                             |                |                |                |                |                |                |                |

By signing below I (we) are certifying that the above 15 year pro forma, is consistent with the unit rental rates 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 1.5 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

Phone: 718-752-5646
Email: mahash.uyeract@cdi

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission: 2/25/2019
Citibank, N.A. ("CITI") understands that Houston 2222 Pierce Housing, LP ("2222 Pierce") intends to submit an application to TDHCA for 9% Low Income Housing Tax Credits. CITI is interested in providing the related construction and permanent loan for the project (see attached Term Sheet, “Exhibit A”).

This letter is not intended to be, and shall not constitute, a commitment to lend, syndicate a financing, underwrite or purchase securities, commit capital, or provide or arrange any portion of the financing for the Project. Such obligations would arise only under separate written agreements acceptable to CITI in its sole discretion. Furthermore, any such commitments would be subject to, among other things, (a) the satisfactory completion of CITI’s customary due diligence review; (b) approval by CITI internal committees; (c) the receipt of any necessary governmental, contractual and regulatory consents or approvals in connection with the Project and the related financing; (d) the negotiation and documentation of the financing referred to above, including the terms and conditions of the financing, in form and substance satisfactory to CITI and its counsel; and (e) there not having occurred any disruption of or change in financial, banking or capital market conditions that, in CITI’s judgment, could make it inadvisable or impractical to proceed with any portion of the financing of the Project.

Neither CITI nor any of its affiliates shall have any liability (whether direct or indirect, or in contract, tort or otherwise) to Houston 2222 Pierce Housing, LP, the Project or any other person, claiming through Houston 2222 Pierce Housing, LP or the Project, as the case may be, for or in connection with the delivery of this letter.

In connection with this transaction, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this transaction, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this transaction. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this transaction, if you have not already done so.

Very truly yours,

CITIBANK, N.A.

Mahesh Aiyer
Authorized Signatory

Encl. - Exhibit A
TERM SHEET

Multifamily Rental Developments with Rent Restrictions
New Construction and/or Substantial Rehabilitation and/or Term Mortgages

2222 Pierce

February 25, 2019

NOTE: This Term Sheet constitutes a brief summary of certain, but not all, transaction terms and conditions for discussion purposes only. The summary that follows is subject to credit approval and does not constitute an offer or commitment.

In connection with this Term Sheet, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Term Sheet, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Term Sheet. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Term Sheet, if you have not already done so.

PRELIMINARY LOAN TERMS

Transaction Summary:

Citibank, N.A. (together with its affiliates, “CITI”) proposes to fund a construction and permanent loan (the “Loan”) to the Borrower (defined below) in connection with the acquisition and construction of the Property described below.

There will be two separate phases to the financing. Acquisition, construction and stabilization must be completed during the construction phase (the “Construction Phase”) as further described below. After the work has been completed and the Property has stabilized, the Borrower will submit a request to convert to the permanent phase (the “Permanent Phase”).

Construction financing will be provided as a conventional construction loan to accommodate monthly loan draws. Payments during the Construction Phase will be interest only.

During the Construction Phase, the lender will be CITI (the “Construction Lender”) and during the Permanent Phase, the lender will be Freddie Mac (the “Permanent Lender”). Prior to Construction Phase closing, CITI as Freddie Mac Seller/Servicer, will work with Freddie Mac to provide an unfunded forward commitment (“Forward Commitment”) to purchase the Loan upon Conversion (see below) to the Permanent Phase.

In order to be eligible to convert to the Permanent Phase (the “Conversion”), the Property must meet the Conversion to Permanent Phase Requirements as discussed below.

The Borrower understands that CITI intends to sell the mortgage loan for which Borrower is applying (the “Mortgage”) to Freddie Mac. If Freddie Mac purchases the Mortgage, the Borrower’s signature below constitutes the Borrower’s authorization for Freddie Mac to publicly use, at Freddie Mac’s discretion, the name of the Property, photographs of the Property, and basic transaction information (for example, the number of units in the Property, the loan amount, etc.) relating to the Mortgage.
Property: A to-be-built multifamily project containing 166 units located in Houston, Texas. The property is commonly referred to as “2222 Pierce.”

Set-Asides: 7% of the units are reserved for individuals or families whose income is no greater than 30% of Area Median Income (“AMI”), 20% of the units at 50% AMI, 25% of the units at 60% AMI, 24% at 80% AMI and the remaining 24% at market rents.

Applicant: Houston 2222 Pierce Housing, LP

Borrower: A single asset entity whose manager or general partner is the Applicant or an affiliate of Applicant. Borrower entity, its constituent entities and its operating agreement must be acceptable to CITI and Freddie Mac in all respects.

LIHTC Investor/Syndicator: If applicable, the Low Income Housing Tax Credit (“LIHTC”) Investor / Syndicator, the upper tier investor(s) and the terms and conditions of the partnership agreement must be acceptable to CITI and Freddie Mac in all respects including, particularly, the timing of and conditions to funding capital contributions.

Guarantor(s): Chris Akbari and ITEX Group LLC and/or other individual(s) or corporate entity acceptable to CITI and Freddie Mac in all respects. The Guarantor(s)’ financial condition(s) must be acceptable to CITI and Freddie Mac in all respects.

Subordinate Debt: If applicable, the sources of subordinate debt and the subordinate loan documents must be acceptable to CITI and Freddie Mac in all respects. All subordinate debt must fund prior to Loan funding unless CITI and Freddie Mac approve other arrangements.

Loan Security: First lien on land and any improvements, UCC filings for fixtures; assignment of all leases and rents; and, a first priority collateral assignment of all contracts, management agreements, and other agreements and all permits relating to the Property. Ground leases must be subordinate to CITI’s lien position unless the fee is owned by a government agency to ensure long-term affordability. All income and rent restrictions will be subordinate to the CITI security instrument.

Construction Phase Recourse Guarantees: Prior to Conversion of the Loan to the Permanent Phase (described below) and during the Construction Phase (described below), the Loan will be fully recourse to the Borrower and to the Guarantor(s) and Completion and Repayment Guarantees are required from the Borrower and the Guarantor(s).

Guarantees, Permanent Phase: None, except for industry standard carve outs ("Carve Outs"). Carve Outs include guarantees against fraud, misrepresentation, bankruptcy and environmental issues.

Environmental Indemnity: Borrower and Guarantor(s) will be liable for CITI’s standard environmental indemnity.

Closing: Closing is subject to full satisfaction of CITI’s standard due diligence, underwriting and credit approval processes, and the execution and delivery of all required loan documents, delivery of opinions, payment of fees and other customary requirements.

Closing Date (est.): November 29, 2019
CONSTRUCTION PHASE

Construction Phase Loan Amount: An amount, currently estimated to be $26,350,000, but in any event, an amount not to exceed 80% of costs budgeted for the Construction Phase.

Term: 24 months, plus one 6-month extension(s). Fees for the extension(s) are indicated below under “Fees & Expenses.”

Construction Phase Interest Rate: Currently expected to be 5.50%. Pricing is based on current market conditions and is subject to change.

Availability: Loan proceeds will be advanced to Borrower on a “draw down” basis upon receipt of a written request from Borrower, supported by documentation acceptable to CITI. Borrower will be required to submit a loan budget worksheet with each draw request tracking all Property sources and uses of funds. Draw requests limited to one per month.

Loan in Balance: The Loan must remain “in balance” during the Construction Phase. “In balance” means that (1) the funds available during the Construction Phase (from the Loan and all other debt and equity sources) are sufficient to complete the construction or rehabilitation of the Property and all other expenses reasonably expected to be necessary to achieve the conditions for conversion of the Loan to the Permanent Phase; and (2) the sources available at Conversion are sufficient to pay down the Construction Phase Loan Amount to the Permanent Phase Loan Amount, along with any other funding requirements for Conversion.

Amortization: None. Payments on the Loan during the Construction Phase will be interest only.

Prepayment and Yield Maintenance: Voluntary prepayment of the Construction Phase Loan principal amounts during the Construction Phase may be made without prepayment fee or penalty.

However, the Freddie Mac Permanent Phase Loan has a mandatory delivery requirement (see below).

Interest Reserve: Calculated at the Construction Phase Interest Rate noted above, plus a cushion acceptable to CITI at time of final Credit approval. Currently, CITI is underwriting with a cushion of 1.00%. The Interest Reserve will be sized based on an analysis of the projected draw schedule for the Loan during the Construction Phase.

Budget and Contingencies: The budget for the Construction Phase, including all budget line items, is subject to CITI approval. The budget shall include a hard cost contingency of no less than 5% of budgeted hard costs for new construction projects and no less than 10% of budgeted hard costs for rehabilitation projects. The budget shall include a soft cost contingency of no less than 5% of budgeted soft costs, excluding 1) soft costs incurred prior to or in connection with closing; 2) interest reserve and bank fees; 3) capitalized operating reserve deposits and other costs that may be due in connection with Conversion for which specific sources are identified; and 4) developer fees.
General Contractor and Bonding Requirements: The general contractor and the construction contract must be acceptable to CITI. CITI will require payment and performance bonds equal to 100% of the construction contract amount. Surety issuing bonds must have an A.M. Best rating of “A/VIII” or better and must be acceptable to CITI in all other respects. In lieu of bonds, CITI will accept a letter of credit (“LC”) equal to 10% of the hard cost budget. LC provider must be rated “BBB” or better.

Retainage: Construction contract will provide for a minimum retainage of 10% of each construction pay application until “substantial completion” (as defined in the Loan documents). Retainage percentage amounts can be revised, but only down to a minimum of 10% until 50% completion and then 0% retention withheld thereafter. No release of retainage is permitted for achieving 50% completion]. All retained amounts will be released upon final, lien-free completion of construction, as approved by CITI.

PERMANENT PHASE

Permanent Phase Loan Amount: The estimated Permanent Phase Loan Amount is currently estimated to be in the maximum amount of $12,525,000 or such other loan amount supported by CITI’s and Freddie Mac’s underwriting of the Property at the time of Conversion in accordance with CITI’s and Freddie Mac’s underwriting requirements including those listed below.

Forward Commitment Term: 24-months. Any extension will require Freddie Mac approval and will be subject to a Freddie Mac Extension Fee (see below).

Term/Amortization: 15/35 years

Yield Maintenance Period: From Closing until 6 months prior to the end of the Permanent Phase.

Permanent Phase Interest Rate: Fixed rate equal to 5.35%. Pricing is based on current market conditions and is subject to change. The rate will be committed at the time of closing of the Construction Phase financing.

Conversion to Permanent Phase Requirements: Conversion requirements include completion of construction and 90% physical occupancy of Project for three consecutive calendar months. CITI and Freddie Mac will review the Property’s net operating income to determine the maximum Permanent Phase Loan Amount based on the Debt Service Coverage and Loan-to-Value noted below. For purposes of this Term Sheet, the term “Construction Phase” means the period from the Closing Date through the day prior to the Conversion Date and the term “Permanent Phase” means the period from the Conversion Date (inclusive) through the maturity date (or earlier termination) of the Project’s permanent financing.

Debt Service Coverage: A minimum of 1.15 to 1.00, but is subject to Freddie Mac’s review and approval.

Loan-to-Value: 90% of market value, based on restricted rents and inclusive of value of permanent below market financing, but is subject to Freddie Mac’s review and approval.
Replacement Reserve: Upon Conversion, Borrower will be required to fund a Replacement Reserve for each of the first five years following Conversion in a minimum amount of $300/unit/year. For each successive five year period thereafter until Permanent Loan maturity, the Replacement Reserve level will be determined by a new Physical Needs Assessment acceptable to CITI and Freddie Mac.

Taxes and Insurance: Commencing upon Conversion, real estate taxes and insurance premiums must be escrowed with the Loan servicer (the "Servicer") on a monthly prorated basis in an amount sufficient to enable the Servicer to pay (at least 30 days before due) all taxes, assessments, insurance premiums or other similar charges affecting the Property.

OTHER

Appraisal, Environmental, Plan/Cost Reviews: Appraisal and Plan/Cost Review/Environmental reports will be commissioned and reviewed by CITI and Freddie Mac. Appraisal, environmental condition and plan/cost reviews must be acceptable to CITI and Freddie Mac in all respects.

Property Tax Abatements, Incentives: All documentation related to any tax abatement or tax incentives must be acceptable to CITI and Freddie Mac in all respects.

Developer Fee: Any developer fee paid prior to conversion to the Permanent Phase shall be pre-approved by CITI and Freddie Mac in their sole discretion.

TDHCA Acknowledgement: Please note that in providing this proposal for submission to TDHCA as part of the application process to get an award of 9% Housing Tax Credits, CITI (the "Bank") acknowledges the following:

1) The Bank has reviewed the sponsor’s application for the proposed development and finds that the project is feasible for financing by the Bank. Please also see attached exhibit regarding the 15-year pro forma that the Bank finds acceptable which demonstrates a debt service coverage of no less than 1.15x for 15 years.

2) The Bank has reviewed the creditworthiness and quality of the principals involved and has determined that the principals are acceptable to the Bank.

3) The Bank has reviewed in substance, the creditworthiness and quality of the financial strength of the guarantors as noted above and finds such guarantors acceptable as part of the financing outlined in this proposal.

4) The Bank understands that any transaction that is located in a disaster county as declared by the Federal Emergency Management Agency must close on all financing and have an executed construction contract by November 29, 2019. The Bank would be prepared to close in that time frame.
FEES & EXPENSES

Application Fee: $25,000, which amount shall be non-refundable (except as set forth in the “Exclusivity” section of the Preliminary Application to which this Term Sheet is appended) and due and payable upon acceptance of a Preliminary Application. This fee is applicable toward third party reports, loan underwriting and processing (in the minimum amount of $5,000), and CITI’s initial legal fees. Applicant is responsible for the payment of all reasonable costs incurred in connection with the underwriting, processing and/or closing of the Loan (including CITI legal fees).

Origination Fee: A non-refundable Origination Fee equal to 1.00% of the Construction Phase Loan Amount and 1.00% of the Permanent Phase Loan Amount (“Origination Fee”) shall be earned in full by CITI upon the closing of the Loan, and is due and payable at that time. The Origination Fee will be applied towards CITI’s costs of providing this financing.

CITI Legal Fees (est): Estimated fees of CITI’s counsel for the initial closing are to be determined and assumes no significant negotiation over CITI’s form documents. A portion of the Application Fee will be applied to initial CITI counsel fees. Applicant agrees to make a supplemental deposit to cover CITI’s counsel fees once the drafting of legal documentation commences, if requested.

Course of Construction Inspections (est): $TBD/monthly report.

Construction Term Extension Fee: TBD

Forward Commitment Term Extension Fee: Freddie Mac reserves the right to charge a fee related to the extension of the Forward Commitment from 24 to 30 months.

Freddie Mac Non-Refundable Application Fee: The greater of $3,000 or 0.10% of the Permanent Phase Loan Amount due at execution of the loan application.

Freddie Mac Forward Commitment Deposit Fee: A Forward Commitment Deposit Fee equal to 2% of the Permanent Phase Loan Amount is payable to Freddie Mac prior to closing. The Forward Commitment Deposit Fee will be returned no later than thirty (30) days after Conversion or will be retained if the loan does not convert to the Permanent Phase. CITI may fund the Forward Commitment Deposit Fee from Construction Phase Loan proceeds. However, the Borrower is liable for the Forward Commitment Deposit Fee in the event it is forfeited to Freddie Mac.
Freddie Mac

Delivery Assurance Fee: At closing, the Borrower will be required to sign a non-recourse Delivery Assurance Note secured by a subordinate lien on the Property. The Delivery Assurance Note evidences the mandatory delivery nature of the Forward Commitment. The Delivery Assurance Fee obligations shall be released (i) in the event that the Permanent Phase Loan is delivered to Freddie Mac, or (ii) in the event that the Permanent Phase Loan is not delivered to Freddie Mac on account of (a) the failure of the Project to satisfy the minimum underwriting requirements for Conversion, (b) the failure of CITI to satisfy its Program obligations with respect to the Permanent Phase Loan, or (c) an act of God, including flood, fire, lightening or earthquake, or any explosion, act of a public enemy, war, revolution, governmental restraint, embargo or other cause which is not within the control of Borrower. The Delivery Assurance Note is equal to 5% of the unpaid principal balance of the maximum Permanent Phase Loan Amount.

Conversion Fee and Expenses: A Conversion fee equal to $10,000 will be charged by CITI. Other expenses, including insurance review, site inspection and loan servicer set-up fees are estimated to be $5,000.

Other Costs: Applicant is responsible for costs of survey, title insurance policy, hazard insurance policy, tax escrow fee and all other normal and customary loan closing expenses.

Term Sheet Expiration Date: Fifteen (15) days after the date hereof, unless attached to a Preliminary Application letter.

This Term Sheet is an indication of our proposal to finance the Property. It is understood and agreed that this Term Sheet does not, in any manner, constitute a commitment to lend. The financing documents evidencing the Loan will be documented separately and will contain terms and conditions that may be in addition to or in substitution of those set forth in this Term Sheet.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Term Sheet is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital. By accepting this Term Sheet, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any transaction contemplated hereby (a "Transaction").

The undersigned hereby accepts the foregoing Commitment and agrees to be bound by the terms, requirements and conditions set forth herein.

SPONSOR:

By: ____________________________

Name: __________________________

Title: ___________________________
The provision of information in this Term Sheet is not based on your individual circumstances and should not be relied upon as an assessment of suitability for you of a particular product or transaction. Even if CITI possesses information as to your objectives in relation to any transaction, series of transactions or trading strategy, this will not be deemed sufficient for any assessment of suitability for you of any transaction, series of transactions or trading strategy.

This Term Sheet is provided for information purposes and is intended for your use only. Except in those jurisdictions where it is impermissible to make such a statement, CITI hereby informs you that this Term Sheet should not be considered as a solicitation or offer to sell or purchase any securities or other financial products. This Term Sheet does not constitute investment advice and does not purport to identify all risks or material considerations which should be considered when undertaking a transaction. CITI makes no recommendation as to the suitability of any of the products or transactions mentioned. Any trading or investment decisions you take are in reliance on your own analysis and judgment and/or that of your advisors and not in reliance on us.

CITI often acts as (i) a market maker; (ii) an issuer of financial instruments and other products; and (iii) trades as principal in many different financial instruments and other products, and can be expected to perform or seek to perform investment banking and other services for the issuer of such financial instruments or other products. The author of this Term Sheet may have discussed the information contained herein with others within or outside CITI and the author and/or such other CITI personnel may have already acted on the basis of this information (including by trading for CITI's proprietary accounts or communicating the information contained herein to other customers of CITI). CITI, CITI's personnel (including those with whom the author may have consulted in the preparation of this Term Sheet), and other customers of CITI may be long or short the financial instruments or other products referred to in this Term Sheet, may have acquired such positions at prices and market conditions that are no longer available, and may have interests different from or adverse to your interests.

CITI is required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with CITI. CITI will ask for your complete mailing address, street address, and taxpayer ID number. CITI may also request corporate formation documents, or other forms of identification, to verify information provided.

Although Citibank, N.A. (together with its subsidiaries and branches worldwide, "Citibank") is an affiliate of CITI, you should be aware that none of the financial instruments or other products mentioned in this term sheet (unless expressly stated otherwise) are (i) insured by the Federal Deposit Insurance Corporation or any other governmental authority, or (ii) deposits or other obligations of, or guaranteed by, Citibank or any other insured depository institution.

IRS Circular 230 Disclosure: CITI and its employees are not in the business of providing, and do not provide, tax or legal advice to any taxpayer outside of CITI. Any statements in this Term Sheet regarding tax matters were not intended or written to be used, and cannot be used or relied upon, by any taxpayer for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.
February 26, 2019

Houston 2222 Pierce Housing, LP
3735 Honeywood Court
Port Arthur, TX 77642

Re: 2222 Pierce

Attention: Miranda Sprague

In response to your request for financing for your proposed development, 2222 Pierce; we are pleased to provide you with this acknowledgement of receipt and disclosure of terms and conditions by the Housing and Community Development Department of the City of Houston (“the City”). This letter contains an outline of terms only. This letter does not represent a commitment by the City or create any obligation whatsoever on the City’s part as it has not received approval by city council.

ADDRESS: 2222 Pierce Street, Houston, TX 77003.

PURPOSE: To provide permanent term gap financing towards the new construction of a 160-unit multi-family development.

AMOUNT: The loan requested is $20,000,000.

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

PAYMENT TERMS: The loan will be payable with non-amortizing interest only payments to commence 24 months after closing, subject to available cash flow. A portion of the loan balance will be payable in event of sale or cash out refinance, prior to maturity.

LOAN RATE: The rate will be equal to 1.0%.

The City will close the Notice of Funding Availability for its multifamily program on March 29th, 2019 and will make its recommendations for awards by June 1, 2019. Afterwards, the recommended applications will be underwritten and submitted for city council approval. The City is aware the applicant’s TDHCA Housing Tax Credit application has elected to close its financing by no later than November 29, 2019.

Sincerely,

Ray S. Miller
Assistant Director
February 22, 2019

Houston 2222 Pierce Housing, LP  
Attn: Christopher Akbari  
Authorized Representative  
3735 Honeywood Court  
Port Arthur, TX 77642

Re: **2222 Pierce Apartments – Houston, TX**  
**Houston 2222 Pierce Housing, LP (the “Partnership”)**

Dear Chris:

Thank you for providing Hudson Housing Capital LLC (“Hudson”) with the opportunity to extend a purchase offer for the limited partnership interest in the limited partnership that will own 2222 Pierce Apartments.

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

Set forth is our proposal as to the basic business terms under which Hudson or its designee (“Investor”) will acquire a 99.99% limited partnership interest in the Partnership which will own a 166-unit complex in Houston, Texas (the “Property”). You have advised us that Houston 2222 Pierce Developer, LLC (the “Developer”) will be the developer of the Property and Houston 2222 Pierce Housing GP, LLC (the “General Partner”), a single purpose entity, will be the general partner of the Partnership. The ITEX Group, LLC, The ITEX Group, Management, LLC, and Christopher Akbari (collectively, the “Guarantor”) shall jointly and severally guarantee the obligations of the General Partner under the partnership agreement to be entered into between the parties (the “Partnership Agreement”). The Guarantor will be required to maintain minimum liquidity and net worth covenants to be negotiated (the “Net Worth and Liquidity Covenant”). An affiliate of the Investor will be admitted to the Partnership as a special limited partner (the “Special Limited Partner” or “SLP”) with limited supervisory rights.

You have further advised us that the Property expects to receive an allocation of 9% Tax Credits in the annual amount of $1,500,000 and that 86 units will qualify for Tax Credits.
I. Equity Investment

The Investor will contribute to the Partnership a total of $13,948,605 (the “Total Equity”) or approximately $0.93 (the “Tax Credit Ratio”) per total Tax Credit available to the Investor, payable in the following installments:

<table>
<thead>
<tr>
<th>Contribution</th>
<th>Contribution %</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>15%</td>
<td>Closing and through construction</td>
</tr>
<tr>
<td>Second</td>
<td>65%</td>
<td>100% Completion</td>
</tr>
<tr>
<td>Third</td>
<td>18%</td>
<td>Permanent Loan Closing &amp; Breakeven Date</td>
</tr>
<tr>
<td>Fourth</td>
<td>2%</td>
<td>Issuance of 8609s</td>
</tr>
</tbody>
</table>

A. First Capital Contribution. The Investor will fund the First Capital Contribution at Closing.

B. Second Capital Contribution. The Second Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) lien-free construction completion of the Property substantially in accordance with the Plans and Specifications in a workmanlike manner approved by Hudson; (ii) issuance of Certificates of Occupancy for 100% of the units in the Property; (iii) receipt of a final Tax Credit cost certification from independent accountants to the Partnership (the “Accountants”) setting forth the eligible basis and the total available Tax Credits; (iv) receipt of a pay-off letter from the general contractor or sub-contractors, as applicable; (v) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); and (vi) if not received at the Initial Closing, receipt of a carry-over allocation.

C. Third Capital Contribution. The Third Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) closing of the permanent first mortgage loan (“Permanent Loan Closing”); (ii) achievement of Breakeven Operations for 3 months (“Breakeven Date”); (iii) receipt of prior year’s income tax returns in the event such returns are then due; (iv) receipt of a final Tax Credit cost certification from the Accountants as to the amount of Tax Credits the Partnership will claim for 2021/2022 and the amount allocable to each partner (the “Final Certification”); (v) receipt and approval of initial tenant files; and (vi) satisfactory financial condition of the Guarantors (i.e. compliance with the Net Worth and Liquidity Covenant).

“Breakeven” shall mean that, for each such month, occupancy is at least 90% and that Property income (with rents not to exceed maximum allowed tax credit rents net of the applicable utility allowances for the rent-restricted units) exceeds the greater of underwritten expenses or actual expenses, including replacement reserves, reassessed taxes, and permanent loan debt service (calculated on a stabilized and accrual basis) and
generates debt service coverage of not less than 1.15X on all mandatory debt assuming the greater of actual or a 7.5% vacancy rate on the residential income.

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

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

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

**a.** Construction loan in the approximate amount of $26,350,000.

**b.** Permanent Loan in the approximate amount of $12,525,000, with a fixed interest rate not to exceed 5.35%, a term of at least 15 years, and payments based on 30-year amortization.

**c.** CDBG Loan in the approximate amount of $20,000,000, with a fixed interest rate not to exceed 1.00%, a term of 20 years, and interest-only payments due monthly.

**d.** City of Houston contribution in the approximate amount of $500.

**II. Developer Fee**

The Developer shall receive a Developer Fee of $5,195,518. The Developer Fee expected to be available from capital sources (the “Cash Developer Fee”) which shall be paid as follows: (i) 20% at closing; (ii) 40% less amount previously paid to date at the time of the Second Capital Contribution and (ii) the balance from the Third and Fourth Capital Contributions, provided that DSC for the prior 12 month period has achieved a 1.25X DSC.

You have represented that the amount of the Developer Fee does not exceed the amount permitted to be paid by the tax credit issuing agency. Deferred developer fees estimated to be $2,281,881 shall be paid from available cash flow as detailed in Section IV and shall not bear interest. Principal payments on the deferred developer fees shall commence with the funding of the Third Capital Contribution. The General Partner agrees to make a special capital contribution to the Partnership equal to any unpaid balance of the deferred portion of the Developer Fee if such portion has not been fully paid within 14 years from the date of the payment of the Second Capital Contribution.
II. Property Management Fee

The General Partner may retain an affiliated entity to be the managing agent for the Property on commercially reasonable terms. The management agreement, to be approved by the Investor, shall have an initial term of 1 year and shall be renewable annually thereafter, shall provide for an annual management fee not to exceed 6% of gross effective income, and shall otherwise be on commercially reasonable terms (including a termination right by the General Partner in the event of fraud/gross negligence or material default by the Manager). If the managing agent is affiliated with the General Partner, the management agreement shall provide for a deferral of up to 100% of the management fee in the event that the property does not generate positive Cash Flow.

IV. Cash Flow Distributions

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

A. to the payment of any Operating Deficit Loans, if any;
B. to the replenishment of the Operating Reserve;
C. 90% of the remaining Cash Flow to payment of Developer Fees, then the balance, if any, to the General Partner as a preferred return with an equivalent allocation of income; and
D. the remainder to be split in accordance with Partnership interests.

V. Sale or Refinancing Proceeds

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

A. Repayment of outstanding loans by the limited partners, if any;
B. Payment of amounts due to the limited partners;
C. Repayment of outstanding loans by the General Partner, including the Developer Fee (if not paid) and Operating Deficit loans; and
D. 10% to the Investor and 90% to the General Partner.

VI. Right of First Refusal / Option

A. ROFR: A qualified non-profit corporation designated by the General Partner shall have a right of first refusal as allowed under Section 42 of the Code, commencing upon the expiration of the tax credit compliance period and ending one year thereafter, to purchase the Property for the outstanding debt (including any amounts owed to the Investor) plus all exit taxes of the limited partners (the “Right of First Refusal Price”).
B. **Option:** The General Partner or its designated affiliate shall have a non-assignable option, for a period of one year subsequent to the expiration of the tax credit compliance period, to purchase the Property for the greater of (a) the fair market value of the Property (based on a bona-fide third party offer), and (b) Right of First Refusal Price.

VII. **General Partner Commitments**

A. **Low Income Housing Tax Credit Adjustment.** Our offer is based upon the assumption that the Partnership will qualify for and claim $650,000 of Tax Credits in 2021, the full amount of the Partnership’s Tax Credit allocation, $1,500,000, for Tax Credits for each year from 2022 through 2030, and $850,000 of Tax Credits in 2031.

1. **Adjustments during equity payment (construction and lease-up) period**

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

   b. **Timing Adjuster**
   
   Notwithstanding the preceding paragraph, in the event that the Final Certification specifies that, while the aggregate amount of Tax Credits allocable to the Partnership is unchanged, the amount of Tax Credits allocable to the Partnership in 2021/2022 is less than the amounts specified above for the corresponding years, the Second/Third/Fourth Capital Contributions will be reduced by $0.65 for each dollar by which such amount exceeds the actual amount of Tax Credits allocable to the Partnership for such period.

2. **Adjustments during compliance period**

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

   B. **Development Deficit Guarantee.** The General Partner shall be responsible for completion of the Property in a workmanlike manner, in accordance with approved plans and specifications, free and clear of all liens. To the extent that the costs of construction and
operations until the funding of the Third Capital Contribution exceed the amount of any funding by approved permanent third party lenders, any unpaid Developer Fees and the amount of the Investor’s capital commitment (adjusted as set forth above), the General Partner shall pay all such costs and expenses connected with development and construction of the Property, including all operating expenses of the Property until the funding of the Third Capital Contribution. The contractor will be required to post a P&P Bond or a letter of credit with terms acceptable to Hudson. An “owner’s” construction contingency in an amount equal to 5% of the construction costs will be required.

C. Operating Deficit Guarantee. The General Partner shall make interest free loans to the Partnership (repayable from cash flow and/or sale and refinancing proceeds as described above) equal to any Operating Deficits (including the administration fee described in Section VIII below) incurred during the period beginning on the funding of the Third Capital Contribution through the duration of the Compliance Period, in an amount not to exceed 12 months of underwritten operating expenses and debt service in the aggregate, provided that the Operating Reserve has been replenished to its Minimum Balance.

The General Partner will also be obligated to fund an Operating Reserve in an amount equal to six months operating expenses and debt service at the time of the Third Capital Contribution. Any draws from the Operating Reserve shall be replenished from cash flow. Withdrawals of up to 50% of the Operating Reserve will be allowed prior to the expiration of the Operating Deficit Guaranty.

D. Obligations of General Partner. Immediately following the occurrence of any of the following events, the General Partner shall, at the option of the Investor, (x) admit the Special Limited Partner or its designee as the managing general partner of the Partnership and, at the option of the Investor, withdraw from the Partnership; or (y) repurchase the Investor’s interest in the Partnership: (i) an IRS Form 8609 is not issued with respect to each of the buildings in the Property in a timely manner after each such building has been placed in service; (ii) the Property is not fully placed in service by December 31, 2021; (iii) the permanent loan commitment is cancelled or substantially modified, and a suitable replacement loan (to be approved by the Investor) is not obtained or if the Property qualifies for a permanent loan not sufficient to balance the sources and uses of funds; (iv) permanent loan closing has not occurred by December 31, 2022; (v) the Partnership fails to meet the minimum set aside test (as defined in Section 42 of the Code) or fails to execute and record a Tax Credit Extended Use Commitment by the close of the first year of the Credit Period; (vi) the Partnership shall have been declared in default by any mortgage lender or under the tax credit allocation, or foreclosure proceedings have been commenced against the Property, and such default is not cured or such proceeding is not dismissed within 30 days; or (vii) there is a material violation of the Partnership Agreement by the General Partner or, if the property manager is an affiliate of the General Partner, a material violation of the management agreement by the manager which causes material adverse harm to the Investor, the Partnership or the Property.

If the Investor elects to have its interest repurchased by the General Partner, the repurchase price shall be equal to the sum of (i) 105% of the Total Equity, (ii) interest at Prime + 1%
on capital contributions made to date, and (iii) any tax liability incurred by the Investor as a result of such repurchase, less the amount of Total Equity which has not been contributed by the Investor at such time.

E. **Replacement Reserve.** Commencing with the month following Completion, the Partnership will make a minimum monthly replacement reserve deposit (the “Minimum Deposit”) equal to (on an annualized basis) the greater of (i) the amount required by the permanent lender and (ii) $250/unit. The amount of the Minimum Deposit shall be increased annually by a percentage (the “CPI Percentage”). If the sum of all lender-imposed monthly replacement reserve deposits is less than the Minimum Deposit, Investor will establish a separate account into which the General Partner will deposit the difference. Any interest earned on such account shall become a part thereof.

F. **Reporting.** The Partnership will be required to furnish Investor with (a) quarterly unaudited financial statements within 45 days after the end of each quarter of the fiscal year; (b) annual audited financial statements within 60 days after the end of each fiscal year; (c) an annual budget for each fiscal year of the Partnership, not later than November 1 of the preceding year; and (d) the Partnership’s tax returns and K-1 forms within 45 days after the end of each fiscal year. The penalty for any failure to deliver Partnership tax returns or K-1 forms prior to the specified deadline shall be (i) $50 per day for the first seven days after such deadline, (ii) $100 per day for the next seven days, and (iii) $150 per day thereafter, provided that the amount of such penalty shall not exceed $5,000 in any year.

VIII. **Fees to Affiliates of Hudson**

**Administrative Expense Reimbursement.** An affiliate of Hudson shall receive an annual administrative expense reimbursement from the Partnership in the amount of $7,500, which amount shall be increased annually by the CPI Percentage. Such fee shall commence in the year of funding of the Third Capital Contribution.

IX. **Representations, Warranties and Covenants**

The General Partner shall make certain representations and warranties as to the Partnership, the General Partner and the Property to be set forth in the Partnership Agreement. The payment of each Capital Contribution shall be conditioned upon certification by the General Partner as to the continued accuracy of these representations and warranties.

X. **Accountants**

The Accountants for the Partnership shall be CohnReznick Group, Novogradac & Co., or another firm approved by the Investor. The Accountants shall prepare tax and financial reports as set forth in the Partnership Agreement, and the Final Certification referred to in Section I.c. above.
XI. Investment Partnership Rights

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

XII. Insurance

At the closing, the General Partner shall provide for title insurance satisfactory to counsel to the Investor in an amount equal to the sum of all Capital Contributions, all mortgage loans and the amount of any Development Fee Note. Prior to the payment of any additional installment of the Capital Contribution, a “date down” of such policy shall be provided.

The General Partner shall provide for (i) liability (general and excess) insurance in an aggregate amount of at least $6,000,000 per occurrence increased biennially by the CPI Percentage; (ii) hazard insurance (including boiler and machinery coverage) and flood insurance (to the extent that the property is in a FEMA-designated flood hazard zone) in an amount of not less than the full replacement value of the Property; (iii) rental loss insurance for a period of 12 months after the date of loss; and (iv) law and ordinance coverage with no sublimit, including changes in law and ordinances enacted during the course of reconstruction. Builder's risk insurance shall be provided during construction. Architects shall submit evidence of errors and omissions coverage, in amounts reasonably satisfactory to the Investor. Workers compensation insurance shall be provided as to any entity with employees working at the Apartment Complex. All policies shall name the Investor as an additional insured and/or lender’s loss payee (where applicable) and shall otherwise be subject to Investor approval.

XIII. Indemnity Agreement

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

XIV. General Conditions

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

Hudson acknowledges the required closing date being on or before November 29, 2019.

XVI. **Conditions to Closing**

Hudson will perform, and will request the full cooperation of you and your professionals in, customary due diligence in connection with the acquisition of the Property and the Investor interest in the Partnership.

To facilitate the due diligence process, you agree to deliver to Hudson in a timely manner: (i) an appraisal; (ii) a Phase I environmental study of the Property site, prepared in accordance with ASTM standards, and any subsequent additional testing deemed necessary by Investor in its sole discretion; (iii) evidence that none of the buildings are located in the 100 year flood plain; (iv) evidence of the allocation/reservation of Tax Credits; (v) evidence of payment by the General Partner of any taxes imposed on the transfer of the limited Partnership interest in the Partnership; (vi) representation from a certified public accountant with regard to the tax credit basis being sufficient to support the allocated Tax Credits and the validity of depreciating real property over 30 years; (vii) evidence of the financial status of the Guarantor by way of current financial statements prepared in accordance with A.I.C.P.A. standards; (viii) evidence that the proforma rents are at least at a 10% discount to market rents; and (ix) such other materials as are reasonably required by Investor as part of its customary financial and legal due diligence review. Such items shall be prepared and furnished at your own expense. Your execution of this Letter of Intent will also be deemed consent to perform background checks on the principal(s) of the General Partner and Developer, as well as any individual Guarantor. At closing, Hudson shall be reimbursed up to $50,000 for its legal and due diligence related expenses. The General Partner understands that any consultant, engineering, environmental or other, selected for the project shall be acceptable to the lender and to the equity investor and that the Partnership shall bear the cost of fees associated with pre-construction feasibility studies, structural analysis, and monthly inspections. In the event this Letter of Intent is terminated or the transaction does not close, Hudson shall be reimbursed for its legal and due diligence expenses incurred to date.

Additionally, approval of this transaction is subject to Investor’s satisfactory completion of due diligence and Investment Committee approval in its sole and absolute discretion. Specifically, the Tax Credit Ratio and Total Capital Contribution identified in Section I are based on current market conditions. Any change in such market conditions, including but not limited to, changes related to expectations of higher interest rates or tax reform, shall cause the Investor, in its sole discretion, to modify the Tax Credit Ratio.

By executing this proposal and in consideration of the substantial expenses to be incurred by Hudson and its affiliates in legal and accounting fees and for due diligence, you agree that you and your affiliates will not offer any interest in the Property to any other party unless this Letter of Intent is terminated by mutual consent or unless you are notified that, pursuant to its due diligence, the Investor will not complete its investment in the Partnership, which notification shall be given not later than 45 days from our receipt of this Letter of Intent executed by you, subject to extension in the event of any delay on your part in furnishing the requested due diligence materials.
If the above proposal is acceptable, please indicate your acceptance by executing two copies of this Letter of Intent and returning one to Hudson at the above address. We look forward to working with you.

Sincerely,

Hudson Housing Capital LLC

By: ______________________
Joshua Lappen
Vice President

Cc: Sam Ganeshan, Hudson Housing Capital, LLC

ACCEPTED AND AGREED TO
THIS _____ DAY OF ______, ____

By:________________________
February 21, 2019

Miranda Sprague
3735 Honeywood Court
Port Arthur, TX 77642

RE: Conditional Grant Commitment
TDHCA Application no. 19299
2222 Pierce

Dear Ms. Sprague:

This letter represents the Housing and Community Development Department’s conditional grant commitment to support eligible pre-development costs for the above referenced property subject to the terms and conditions listed below. The City of Houston (“City”) affirms and attests that any funds herein committed were not first provided to the City by the applicant, the developer, consultant, related party, or any individual or entity acting on behalf of the proposed applicant.

1. APPLICANT: Houston 2222 Pierce Housing, LP
2. TOTAL GRANT AMOUNT: $500
3. COMMITMENT CANCELLATION: This commitment shall be deemed cancelled and void upon the event of any of the following: a) withdrawal of the application by applicant, or b) upon TDHCA’s termination or cancellation, if any, of the application or subsequent tax credit award letter, or c) failure to receive a 2019 award of tax credits from TDHCA

Please indicate your acceptance and agreement with the above terms and conditions by executing this letter agreement below. Please return the original to me and keep a copy for your records. This commitment shall remain in effect for no more than 30 days from the above date unless it is accepted and fully executed by all parties within that 30-day period. Beyond that expiration date this commitment shall be null and void. This commitment shall not be transferable or assignable by the applicant or to any other party.
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:** 20.00%
   - **Cash flow from operations:** 20.00%
   - **Developer Fee:** 20.00%

   Total: 60.00%  (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

   - X Property Management  
   - Construction  
   - X Development  
   - X Financing  
   - X Compliance

   X No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.

   X Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   **Points Claimed:** 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

   - **A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - **A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.
   - **Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   **Points Claimed:** 0

   **Total Points Claimed:** 2
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblearn/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company’s compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company’s information may require the HUB Program to re-evaluate your company’s eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company’s chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**JESHURUN DEVELOPMENT, 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 26-OCT-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblearn/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
HUB Material Participation and Experience

Jeshurun Development, LLC (“HUB”) is a member of the general partner and co-developer for TDHCA #19299 [2222 Pierce] (the “Development”). The HUB will materially participate in the development and operation of the Development throughout the compliance period. Raynold Richardson, sole member of the HUB, has over 28 years of experience in the housing industry. Raynold Richardson formerly worked with the U.S. Department of Housing and Urban Development (HUD) in several positions and is a multifamily expert. He was the director of the Southwest Multifamily Regional Center for HUD over a five-state jurisdiction with six offices and managed an unpaid principle balance of $10 billion which consisted of 3,484 developments. Some of his strengths include site selection, interfacing with local jurisdictions to secure support and development approvals, financial structuring of transactions, development, and oversight during construction.

The HUB’s material participation in the Development includes, but is not limited to:
- Identification of the development site
- Preparation of the development budget
- Meeting with elected officials and community stakeholders to secure development approvals
- Assistance in closing the transaction in compliance with TDHCA deadlines
- Review and assist in preparation of correspondence to TDHCA and financing partners
- Review of project financial statements and budgets
- Ongoing, periodic site visits throughout planning, design, construction, and operation
Raynold Richardson  
7505 Haywood Drive, Houston, Texas 77061  
(713) 398-4174 or (713) 899-7551  
ray@jallenmgmt.com  
raye.richardson@yahoo.com

**J. Allen Management Company**  
Beaumont, TX  
*Vice-President*  
*February 2016 – Present*

Oversee the operations of forty-seven apartment communities in Houston, Port Arthur, Beaumont, Lufkin, Bridge City, Odessa, Fort Worth, Lubbock, Amarillo, Center, San Augustine, College Station, El Paso, Brownsville, Copperas Cove, Clovis, NM; Silver City, NM; Albuquerque, NM; Farmington, NM; Gallup, NM and Lake Charles, LA, consisting in excess of 5,667 units. The developments consist of loans under HUD Section 223f, 221d4, 202, 811, 100% Project Based Assisted with several inclusive of TDHCA HTC, TSAHC Bonds, HOME, and CDBG dollars. Responsible for oversight of Managers, Assistant Managers, Leasing Agents, Maintenance personnel, day-to-day operations and all related compliance issues for 220 employees. Serve as J. Allen Management’s multifamily expert and the successful client relationships with governmental entities.

**Jeshurun Development LLC**  
Houston, TX  
*President*  
*December 2016 - Present*

Jeshurun Development engages in business relative to the purchase, operation, development, construction, financing, leasing and sale of apartment developments or ownership interests in apartment developments. To date Jeshurun has ownership interest in one HUD Section 202, 160 unit Senior Citizen development with 4%: HTC/FHA financing and one 100% Section 8 Project Based, 258 unit property 4 % HTC/conventional financing.

**Jeshurun Consulting LLC**  
Houston, TX  
*President*  
*December 2015 – Present*

Jeshurun Consulting provides services to all clients relative the purchase, operation, development, financing, leasing and sale of apartment developments. Provides consulting services to HUD client’s relative FHA financing, Section 8 Project Based program, Section 202 Elderly and Section 811 programs. Facilitate and process and documentation relative to all HUD multifamily housing programs.

**O3 Restoration, LLC**  
Houston, TX  
*President*  
*September 2017 - Present*

O3 Restoration is a newly developed company that utilizes ozone generators to deodorize, disinfect, sanitize, and sterilize in order to eradicate, bacteria, mold, mildew, cysts, yeast, viruses, bacteria, cigarette smoke odor, algae, protozoan, insects and other pathogens. **What is it?** Ozone is an oxidant. Ozone (O3), sometimes called “activated oxygen,” or “triatomic oxygen”, contains three atoms of oxygen rather than the two atoms we normally breathe. Ozone is the most powerful oxidant in the world and can be used to destroy bacteria, viruses, and odors. **How does it work?** The third oxygen atom of ozone makes it extremely reactive. This atom readily attaches itself to other odor molecules. When contaminants such as odors, bacteria or viruses make contact with ozone, their chemical structure is changed to less odorous compounds. As more ozone attacks the remaining compounds, the odor is eventually destroyed. This is called oxidation. Ozone reverts back to oxygen after it is used. Applications for use will be residential rental properties, homesteads, hotels, motels, apartment complexes, food processing facilities, garages, attics, shipping & storage containers, musty basement odors, work out & laundry rooms, cars, ships and trains.
Dept. of HUD, Office of Multifamily Housing  
Southwest Regional Center  
Director, Asset Management Division  
October 2014 – January 2016

Responsible for the proper delivery of the Multifamily Housing Asset Management programs. I served as the principal advisor to the Deputy Assistant Secretary, Multifamily Housing, and the Multifamily Southwest Regional Director, with regard to activities within my assigned four state geographical areas (Texas, New Mexico, Arkansas, and Louisiana). I had staff assigned in six cities, Albuquerque, Fort Worth, Little Rock, New Orleans, Houston and San Antonio. The jurisdictional portfolio consisted of 3,484 developments with a monetary value in excess of $10 billion dollars. Supervised a subordinate staff of 62 which included five Branches that consisted of, (5) Branch Chiefs; Asset Resolution Specialists; Senior Account Executives; Account Executives; Funding Specialists; Grant Specialist; Program Analyst; and Program Assistants. The five Branches and teams I supervised assisted and advised clients in meeting HUD Asset Management program requirements.

Responsible for managing all communications between the assigned Southwest Region and Headquarters, general issues from the public related to asset management, including HUD property ownership and management. I was responsible for all matters affecting the condition of the properties and the related performance of the management for insured, assisted and unassisted multifamily properties. I had extensive and detailed practical knowledge of a wide range of policies and procedures for the origination and servicing of the FHA multifamily mortgage insurance programs, the Section 202 and 811 Capital Advance programs, LIHTC, Bond and the Section 8 Project Based and other rental assistance programs.

Responded to requests from outside parties including property owners, property managers, lenders and other stakeholders for interpretation of policy, waiver of regulations, and property management and ownership issues. I provided assistance related to financing issues such as bond refunding and prepayment issues, mortgage lockouts and statutory limitations, and property sales as part of a prepayment and refinance transaction to stakeholders.

Defined broad policy objectives of the Division to effectuate legislative, regulatory, and administrative goals, policies, and procedures with respect to asset management programs. Served as the primary focal point coordinating technical or programmatic issues related to the implementation of asset management programs in the Southwest Region jurisdiction. I served as the senior official in the Southwest Region for Asset Management activities and programs, including project servicing. Responsible for oversight and coordinating between Multifamily Production activities and Asset Management activities in order to assure that programs are delivered in a consistent and effective manner.

Dept. of HUD, Office of Multifamily Housing  
Houston, TX  
Director, Multifamily Housing  
February 2000 – September 2014

Managed the customer service and program functions related to underwriting; asset management; refinancing and preservation; mortgage note sale coordination; administering assisted housing programs, grants, capital advances and loans, including reviewing Section 8 activities by contract administrators for the Program Center; training program intermediaries; responding to inquiries from, and problems of, consumers, program participants, and other interested parties in Multifamily Housing programs; enforcement action coordination with the Departmental Enforcement Center and the Office of Inspector General; and maintaining liaison and outreach activities to program intermediaries and other various HUD clients. Direct a subordinate staff of 25 which included Supervisory Project Managers; Appraisers; Senior Project Managers; Project Managers; Funding Specialist; and, Program Assistants.
Managed the customer service and program functions such as, but not limited to the Section 8 Voucher Housing Voucher; Certificate and Moderate Rehabilitation Programs; Capital Fund Programs (HOPE 6, development, modernization, and Federal Housing Standards compliance; Management Assessment Programs (SEMAP); Operating Fund programs; and resident self-sufficiency programs. Directed a subordinate of 9 staff consisting of Program Analyst; Public Housing Revitalization Specialists; Financial Analysts; General Engineers; and Program Support Assistant.

Exercised full managerial control over customer service and program functions of the Asset Management Branch. I advised the Director relative the most cost-effective manner in achieving Secretarial goals and priorities. The asset management portfolio consisted in excess of 322 multifamily housing developments of subsidized (Section 8) and non-subsidized. Managed/Supervised subordinate staff 19 consisting of Team Leaders; Staff Accountant; Project Managers; Housing Management Specialist; and Program Assistants.

Exercised managerial control over customer service and program functions of the Loan Management Section. I performed supervisory duties such as work planning, delegation of assignments, staff assistance and direction. I coordinated planning work efforts within and between the Multifamily CRS TRACS and Voucher Sections ensuring equitable distribution of workload. I deployed staff, conducted job placement interviews, presented prepared work planning, coordinated all funding relative to Section 8 Contracts, Operating Assistance Loans, Contract Fee Inspectors, Physical Inspections for HUD-insured and subsidized assets. Supervised subordinate staff of 13 consisting of Staff Accountant; Project Managers; Occupancy Specialist; and Clerks.

**EDUCATION**
- El Centro Junior College (1980) Dallas, TX
- HUD Community First Leadership Program - DePaul University - 2/1997 & 12/1996 Chicago, IL
- MFH Executive Development Program University of Maryland - 5/30/1996-6/2/1996 College Park, MD

**CERTIFICATIONS**
- Certified Manager of Housing - National Center of Housing Management - 8/17/1989
- Certified Occupancy Specialist - National Center of Housing Management - 1/2/1987

**BOARD AFFILITIONS**
- Full Gospel Church of Love in Christ, Inc. – Board Chairman – October 2014 – Present
- Rainbow Housing Assistance Corporation – Board Member – January 2017 - Present

**ADDITIONAL SKILLS**
- Excellent Public Speaking
- Excellent Customer Relations
- National HUD Instructor/Trainer Multifamily Asset Management
- Proficient in Microsoft Windows, Excel, Word, Access and Power Point
- Member National HUD Team Neighborhood Networks Initiative 1996-1998
AWARDS/ACCOMPLISHMENTS

-Certificate of Appreciation – Regional Administrator’s Medallion Award - For Exceptional Contribution To The Success of The Department – From Mark J. Brezina, Acting Regional Administrator, HUD Region VI – 6/17/2013

-Outstanding Performance Ratings/Awards - Director, Multifamily Housing Program Center - 2/2006 thru 9/30/2014

-Outstanding Performance Rating/Award – Director, Asset Mgmt. Division, Fort Worth – 10/2014 thru 9/30/1015

-Certificate of Appreciation – Job Well Done Recruitment & Hiring HUD – From David Stevens, Asst. Secretary for Housing, Federal Housing Commissioner and Janie L. Payne, Chief Human Capital Officer – 9/2010

-Speaker Certificate of Appreciation – Marrying Low Income Housing Tax Credits with HUD Financing -Texas Affiliation of Affordable Housing Providers - 7/26/2010

-Presenter – HUD Programs -Annual Convention of the Rural Rental Housing Associate of Texas – 7/7/2010

-Executive Leadership in Communication TCU Neeley School of Business Fort Worth, TX - 9/28/2011


-HUD Mentor (HUD Mentoring Program 2004)

-Certificate of Merit – Member MF Housing Project Managers Training Team – HUD Secretary Andrew Cuomo – 9/1998


-Letter of Commendation - Instructor Project Manager Transitional Training 2020 - New York State Office 1/12/1998

-Instructor Certificate of Appreciation - Project Manager Transitional Training - New York/New Jersey HUD Office - 12/5/1997


-Hammer Award (National Performance Review) - Neighborhood Networks - Al Gore, Vice-President United States - 12/1996


-National Instructor - National Training HUD MFH - Specialized Asset Mgmt. - St. Louis, MO - 9/9-13/1996

-National Instructor - National Training HUD MFH - Specialized Asset Mgmt. - Detroit, MI - 9/16-22/1995


-Instructor Certificate of Appreciation - Association of Housing Mgmt. Agents (AHMA) - 3/19-20/1990


-Naval Meritorious Unit Commendation Award - Diego Garcia Project - 3/21/1989


-Letter of Commendation - Outstanding Performance, IG Inspection U.S. Army - 10/26/1977

REFERENCES
Robert Iber, Acting Deputy Assistant Secretary, Multifamily Housing
U.S. Dept. of HUD
451 7th Street, Room 6106
Washington, DC 20410
PH: (410) 209-6549

Marilyn Edge, Acting Director, Asset Management & Portfolio Oversight
U.S. Dept. of HUD
451 7th Street, Room 6162
Washington, DC 20410
PH: (202) 402-2078

Mary Walsh, Regional Director
Southwest Multifamily Regional Center
U.S. Dept. of HUD, Region VI
801 Cherry Street, Unit #45, Suite 2500
Fort Worth, TX 76102
PH: (817) 978-5766

William Daley, Regional Counsel
U.S. Dept. of HUD, Region VI
801 Cherry Street, Unit #45, Suite 2500
Fort Worth, TX 76102
PH: (817) 978-5990

Kelly Haines, President
NE Management
853 North Cowan
Lewisville, TX 75057
PH: (469) 899-8000 X418
Cell: (314) 297-7018
LIST OF PROJECTS PARTICIPATED IN BY JESHURUN DEVELOPMENT LLC

Property: Sunrise Village Apartments (d/b/a Norma’s Plaza Apartments), 7526 Martin Luther King Blvd., Houston, TX 77033
Date Ownership: April 10, 2017 - Limited Partner: 39.996% - Donated to Neighborhood Care Center of Houston, a Texas Non-profit Organization May 1, 2018.
Size of Project: 80 Units
Type of Project: 3-Story Garden Style Walkup
Method of Financing: 9% HTC and Conventional Loan

Property: Villa Americana Apartments, 5901 Selinsky, Houston, TX 77048
Date of Ownership: March 2, 2018 - Villa Americana GP, LLC (Jeshurun Development LLC 10% Co-GP); Villa Americana Developers, LLC (Jeshurun Development LLC 10% Co-Developer)
Size of Project: 258 Units, 100% Section 8
Type of Project: 2-Story Garden Style Walkup
Method of Financing: 4% HTC and Conventional Loan
Amount Outstanding: $36,500,000

Property: Anna Dupree Terrance Apartments, 10012 Cullen Blvd., Houston, TX 77051
Date of Ownership: December 13, 2018 – Anna Dupree Terrace, LP (Jeshurun Development LLC 13.5% Co-GP); ADT Developer, LLC (Jeshurun Development LLC 30% Co-Developer)
Size of Project: 151 Units, 100% Section 8
Type of Project: 2-Story Garden Style Walkup
Method of Financing: 4% HTC and FHA Loan
Amount Outstanding: $12,000,000
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. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Houston (COH), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to remain certified with the COH, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COH 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 COH and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COH, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

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) that will provide you with additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1760351154800
File/Vendor Number: 70458
Approval Date: 06-DEC-2018
Scheduled Expiration Date: 30-NOV-2021

In accordance with the Memorandum of Agreement between the City of Houston (COH) and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that WOMACK DEVELOPMENT & INVESTMENT REALTORS 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 10-DEC-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COH's program, you must immediately (within 30 days of such changes) notify the COH's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm your company's HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COH's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
HUB Material Participation and Experience

Womack Development & Investment Realtors ("HUB") is a member of the general partner and co-developer for TDHCA #19299 [2222 Pierce] (the "Development"). The HUB will materially participate in the development and operation of the Development throughout the compliance period. Gerald Womack, sole member of the HUB, has over 35 years of experience in the housing industry. Gerald Womack formerly served as president of the Houston Black Real Estate Association (HBREA) and is a multifamily expert. He currently serves as commissioner for the Harris County Housing Authority and is a federal political coordinator for the National Association of Realtors. Some of his strengths include site selection, interfacing with local jurisdictions to secure support and development approvals, financial structuring of transactions, development, and oversight during construction.

The HUB’s material participation in the Development includes, but is not limited to:

- Identification of the development site
- Preparation of the development budget
- Meeting with elected officials and community stakeholders to secure development approvals
- Assistance in closing the transaction in compliance with TDHCA deadlines
- Review and assist in preparation of correspondence to TDHCA and financing partners
- Review of project financial statements and budgets
- Ongoing, periodic site visits throughout planning, design, construction, and operation
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.

If a revised chart is submitted, include the date of submission!

2/28/2019
**Developer**

- **ITEX Development, LLC**
  - 80% Dev Fee
  - Mgr: The ITEX Group Management, LLC
  - Ability to exercise Control

- **The ITEX Group, LLC**
  - 100% Sole Member
  - Mgr: The ITEX Group Management, LLC
  - Ability to exercise Control

- **Christopher A. Akbari**
  - 30% Member
  - Ability to exercise Control

- **Christopher Akbari 2018 Dynasty Trust (fka The Akbari Family Dynasty Trust FBO Christopher Ali Akbari U/A Trustee - Christopher A. Akbari)**
  - 70% Member
  - Trustee - Christopher A. Akbari
  - Ability to exercise Control

- **Jeshurun Development, LLC**
  - 10% Developer Fee

- **Raynold Richardson**
  - 100% Member
  - Ability to exercise Control

- **Womack Development & Investment Realtors, Inc.**
  - 10% Developer Fee

- **Gerald Womack**
  - 100% Member
  - Ability to exercise Control

- **Mgr: The ITEX Group, Management, LLC**
  - Ability to exercise Control

- **Christopher A. Akbari**
  - 100% Member & Manager
  - Ability to exercise Control
Guarantors - The ITEX Group, LLC & Christopher A. Akbari

The ITEX Group, LLC
Mgr: The ITEX Group Management, LLC
Ability to exercise Control

Christopher A. Akbari
30% Member
Ability to exercise Control

Christopher Akbari 2018 Dynasty Trust (fka The Akbari Family Dynasty Trust FBO Christopher Ali Akbari U/A Trustee - Christopher A. Akbari)
70% Member
Trustee - Christopher A. Akbari
Ability to exercise Control

Christopher A. Akbari
100% Member & Manager
Ability to exercise Control

Mgr: The ITEX Group, Management, LLC
Ability to exercise Control

Christopher A. Akbari
List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive 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)

<table>
<thead>
<tr>
<th>Applicant Legal Name:</th>
<th>Houston 2222 Pierce Housing, LP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>3735 Honeywood Court</td>
</tr>
<tr>
<td>City:</td>
<td>Port Arthur</td>
</tr>
<tr>
<td>State:</td>
<td>TX</td>
</tr>
<tr>
<td>Zip:</td>
<td>77642</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Development Owner</td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
</tr>
<tr>
<td>Date formed:</td>
<td>1/8/2007</td>
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<tr>
<td>Legal Org is or will be:</td>
<td>Limited Partnership</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
</tr>
<tr>
<td>Date formed:</td>
<td>(409) 853-3681</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:apps@itexgrp.com">apps@itexgrp.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
</tr>
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<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
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<tbody>
<tr>
<td>1. ITEX Partners, LLC</td>
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<tr>
<td>TDHCA Experience: Yes</td>
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<tr>
<td>2. ITEX Advisors, LLC</td>
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<td>TDHCA Experience: Yes</td>
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<tr>
<td>3. Jeshurun Development, LLC</td>
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<td>TDHCA Experience: Yes</td>
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<td>4. Womack Development &amp; Investment Realtors, Inc.</td>
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<td>TDHCA Experience:</td>
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<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<td>Date formed:</td>
<td>7/14/2011</td>
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<td>Legal Org is or will be:</td>
<td>Limited Liability Company</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
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<td>TDHCA Experience: Yes</td>
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<td>2. The ITEX Group, LLC</td>
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<tr>
<td>3. Christopher A. Akbari</td>
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<td>TDHCA Experience:</td>
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<td>4.</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>ITEX Partners, LLC; The ITEX Group, LLC; ITEX Development, LLC</td>
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<td>Organization legally formed?</td>
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<tr>
<td>Date:</td>
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<td>10/26/2015</td>
<td>2/28/2019</td>
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</table>
### Organization Legal Name: ITEX Development, LLC

**Role/Title:** Member of Developer

**Address:** 3735 Honeywood Court  
**City:** Port Arthur  
**State:** TX  
**Zip:** 77642

**Name(s) of Entities the Organization Owns or Controls:** Houston 2222 Pierce Developers, LLC

**Organization legally formed?** Yes  
**Date formed:** 10/14/2014  
**Legal Org is or will be:** Limited Liability Company

**Previous TDHCA Experience?** Yes  
**Phone:** (409) 853-3681  
**Email:** apps@itexgrp.com

**Organization is identified on Org. Chart:** Yes  
**Ability to exercise Control over the Development?** Yes

**List of Sub-Entities or Principals:**

<table>
<thead>
<tr>
<th>No.</th>
<th>Organization Name</th>
<th>TDHCA Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The ITEX Group Management, LLC</td>
<td>Yes</td>
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<td>2.</td>
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<td>4.</td>
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<td>6.</td>
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</tr>
</tbody>
</table>

### Organization Legal Name: Jeshurun Development, LLC

**Role/Title:** Member of Developer

**Address:** 7505 Haywood Drive  
**City:** Houston  
**State:** TX  
**Zip:** 77061

**Name(s) of Entities the Organization Owns or Controls:**

**Organization legally formed?** Yes  
**Date formed:** 12/6/2016  
**Legal Org is or will be:** Limited Liability Company

**Previous TDHCA Experience?** Yes  
**Phone:** (409) 833-8947  
**Email:** ray@jallenmgmt.com

**Organization is identified on Org. Chart:** Yes  
**Ability to exercise Control over the Development?** No

**List of Sub-Entities or Principals:**

<table>
<thead>
<tr>
<th>No.</th>
<th>Organization Name</th>
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<tbody>
<tr>
<td>1.</td>
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<tr>
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</table>

### Organization Legal Name: Womack Development & Investment Realtors, Inc.

**Role/Title:** Member of Developer

**Address:** 4412 Almeda Road  
**City:** Houston  
**State:** TX  
**Zip:** 77004

**Name(s) of Entities the Organization Owns or Controls:**

**Organization legally formed?** Yes  
**Date formed:** 2/12/1985  
**Legal Org is or will be:** Corporation

**Previous TDHCA Experience?** No  
**Phone:** (713) 523-7402  
**Email:** womackdev@aol.com

**Organization is identified on Org. Chart:** Yes  
**Ability to exercise Control over the Development?** No

**List of Sub-Entities or Principals:**

<table>
<thead>
<tr>
<th>No.</th>
<th>Organization Name</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Gerald Womack</td>
<td>Yes</td>
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<td>2.</td>
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The Previous Participation Form is posted in a separate Excel Workbook that includes "Instructions" for copying it.
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Houston 2222 Pierce Housing, LP
Email Address: apps@itexgrp.com
City & State of Home Addr: Port Arthur, TX
Applicant Legal Name: Houston 2222 Pierce Housing, LP

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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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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<tbody>
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<td>CSBG</td>
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<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
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<td>CFDC</td>
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Person/Role: Houston 2222 Pierce Housing GP, LLC
Email Address: apps@itexgrp.com
City & State of Home Addr: Port Arthur, TX
Applicant Legal Name: Houston 2222 Pierce Housing, LP

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Person/Role: ITEX Partners, LLC
Email Address: apps@itexgrp.com
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Applicant Legal Name: Houston 2222 Pierce Housing, LP

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<td>HTC</td>
<td>08/07</td>
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<td>Sunlight Manor</td>
<td>Beaumont</td>
<td>HTC</td>
<td>08/07</td>
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<td>Orange</td>
<td>HTC, CDBG</td>
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<td>Silsbee</td>
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<td>Gracelake Townhomes</td>
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<td>Houston ETJ</td>
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<tr>
<td>02099</td>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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<td>SFD</td>
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<tr>
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<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
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**Person/Role:** The ITEX Group, LLC

**Email Address:** apps@itexgrp.com

**City & State of Home Addr:** Port Arthur, TX

**Applicant Legal Name:** Houston 2222 Pierce Housing, LP

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<th>Control End (mm/yy)</th>
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<td>Email Address:</td>
<td><a href="mailto:apps@itexgrp.com">apps@itexgrp.com</a></td>
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Christopher Akbari 2018 Dynasty Trust; Trustee - Christopher A. Akbari
(fka The Akbari Family Dynasty Trust FBO Christopher Ali Akbari U/A Trustee - Christopher A. Akbari)

Person/Role:

Email Address: apps@itexgrp.com

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Person/Role: Christopher A. Akbari
Email Address: apps@itexgrp.com
City & State of Home Addr: Port Arthur, TX
Applicant Legal Name: Houston 2222 Pierce Housing, LP

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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Person/Role: ITEX Development, LLC

Email Address: apps@itexgrp.com

City & State of Home Addr: Port Arthur, TX

Applicant Legal Name: Houston 2222 Pierce Housing, LP

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Person/Role:  Womack Development & Investment Realtors, Inc
Email Address:  apps@itexgrp.com
City & State of Home Addr:  Port Arthur, TX
Applicant Legal Name:  Houston 2222 Pierce Housing, LP

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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### Previous Participation Form

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**Person/Role:** Jeshurun Development, LLC

**Email Address:** apps@itexgrp.com

**City & State of Home Addr:** Port Arthur, TX

**Applicant Legal Name:** Houston 2222 Pierce Housing, LP

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.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>02099</td>
<td>Norma’s Plaza (fka Sunrise Village Apts)</td>
<td>Houston</td>
<td>HTC</td>
<td>04/17</td>
<td></td>
</tr>
<tr>
<td>17411</td>
<td>Villa Americana</td>
<td>Houston</td>
<td>HTC</td>
<td>02/18</td>
<td></td>
</tr>
<tr>
<td>18400</td>
<td>Anna Dupree Terrace</td>
<td>Houston</td>
<td>HTC</td>
<td>12/19</td>
<td></td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   - By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
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</thead>
<tbody>
<tr>
<td>CSBG</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>DR</td>
<td></td>
<td>HRA</td>
<td>SFD</td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
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Person/Role: Raynold Richardson
Email Address: apps@itexgrp.com
City & State of Home Addr: Port Arthur, TX
Applicant Legal Name: Houston 2222 Pierce Housing, LP

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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<tr>
<td>HOME:</td>
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Previous Participation Form

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Person/Role: Gerald Womack
Email Address: apps@itexgrp.com
City & State of Home Addr: Port Arthur, TX
Applicant Legal Name: Houston 2222 Pierce Housing, LP

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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</tr>
</thead>
<tbody>
<tr>
<td>98008</td>
<td>Reed Parque Townhomes</td>
<td>Houston</td>
<td>HTC</td>
<td>1998</td>
<td></td>
</tr>
<tr>
<td>13428</td>
<td>Village at Palm Center</td>
<td>Houston</td>
<td>HTC, CDBG</td>
<td>Jun-14</td>
<td></td>
</tr>
<tr>
<td>17411</td>
<td>Villa Americana</td>
<td>Houston</td>
<td>HTC</td>
<td>Feb-18</td>
<td></td>
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</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
## Nonprofit Participation

### Nonprofit Set-Aside (Competitive HTC Applications Only)

**Qualification:** 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.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

- By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

### Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

- **Organization Name:**

- **Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?**

- **If no to the question above, what is its current legal status?**

- **If "Other" please specify:**

- **Date of legal formation of Nonprofit Organization:**

- **1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?**

  - **If “Yes”, will this nonprofit organization Control the Applicant?**

  - **What is the ownership percentage of this nonprofit organization?**

- **2) Describe the nonprofit’s participation:**

- **3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:**

- **4) Will the nonprofit receive part of the development fees paid in connection with the development?**

  - **If "Yes," explain:**

---

2/28/2019
Applications involving a Qualified Nonprofit Organization pursuant to Texas Government Code, §2306.6706 that have a 501(c)(3) or 501(c)(4) designation at the time of Application and competitive 9% HTC Applications electing to compete under the Nonprofit Set-aside must provide the following documentation behind this tab:

- IRS determination letter
- Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)
- The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)
- Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)
## Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

* If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).

### Developer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevin Hardy</td>
<td>(713) 963-8660</td>
<td></td>
</tr>
<tr>
<td>Miranda Sprague</td>
<td>(409) 853-3681</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:apps@itexgrp.com">apps@itexgrp.com</a></td>
<td>$5,193,137.00</td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* | Yes |

### Housing General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICON Builders, LLC</td>
<td>(731) 963-8660</td>
<td></td>
</tr>
<tr>
<td>Kevin Hardy</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
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</thead>
<tbody>
<tr>
<td><a href="mailto:info@iconbuilders.net">info@iconbuilders.net</a></td>
<td>$1,710,874.00</td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members* | Yes |

### Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Same as Housing General Contractor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:hawarch@aol.com">hawarch@aol.com</a></td>
<td>$446,000.00</td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

### Cost Estimator:

<table>
<thead>
<tr>
<th>Contact Name</th>
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<td><a href="mailto:hawarch@aol.com">hawarch@aol.com</a></td>
<td>$446,000.00</td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

### Architect:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diamond Development Group</td>
<td>(832) 224-6400</td>
<td></td>
</tr>
<tr>
<td>Blair Korndorffer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<th>Proposed Fee</th>
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<tr>
<td><a href="mailto:hawarch@aol.com">hawarch@aol.com</a></td>
<td>$446,000.00</td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |
<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>John English</td>
<td>(713) 895-8080</td>
<td>No</td>
<td>$155,000.00</td>
<td>76-0294490</td>
<td>Yes</td>
</tr>
<tr>
<td>Jake English</td>
<td>(713) 895-8080</td>
<td>No</td>
<td>$10,000.00</td>
<td>76-0294490</td>
<td>Yes</td>
</tr>
<tr>
<td>Tim Treadway</td>
<td>(713) 653-7322</td>
<td>No</td>
<td>$120,000.00</td>
<td>76-0294490</td>
<td>Yes</td>
</tr>
<tr>
<td>Tamea Dula</td>
<td>(713) 895-8080</td>
<td>No</td>
<td>$155,000.00</td>
<td>76-0294490</td>
<td>Yes</td>
</tr>
<tr>
<td>Tiffany French</td>
<td>(512) 340-0402</td>
<td>No</td>
<td>$20,000.00</td>
<td>94-3108253</td>
<td>No</td>
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</tbody>
</table>
### Property Manager:

<table>
<thead>
<tr>
<th>ITEX Property Management, LLC</th>
<th>Paula Watts</th>
<th>(409) 749-0526</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:mgmt@itexmgmt.com">mgmt@itexmgmt.com</a></td>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td>Email</td>
<td>5% of Gross Revenue</td>
<td>20-0163462</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

### Originator of Underwriter:

<table>
<thead>
<tr>
<th>Citi Community Capital</th>
<th>Mahesh Aiyer</th>
<th>(713) 752-5046</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:mahesh.aiyer@citi.com">mahesh.aiyer@citi.com</a></td>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td>Email</td>
<td>$263,500.00</td>
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<tr>
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### Bond Issuer:

<table>
<thead>
<tr>
<th>N/A</th>
<th>Contact Name</th>
<th>Phone</th>
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### Syndicator:

<table>
<thead>
<tr>
<th>Hudson Housing Capital</th>
<th>Josh Lappen</th>
<th>(212) 218-4446</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:josh.lappen@hudsonhousing.com">josh.lappen@hudsonhousing.com</a></td>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td>Email</td>
<td>$50,000.00</td>
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### Supportive Services Provider:

<table>
<thead>
<tr>
<th>Same as Property Manager</th>
<th>Contact Name</th>
<th>Phone</th>
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<tbody>
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2/28/2019
<table>
<thead>
<tr>
<th>Title Company</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Texas Regional Title</strong></td>
<td>Molly Mallet</td>
<td>(409) 861-7333</td>
<td><a href="mailto:molly.mallet@texasregional.com">molly.mallet@texasregional.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Purple Martin Real Estate, LLC</strong></td>
<td>Audrey Martin</td>
<td>(512) 658-6386</td>
<td><a href="mailto:audrey@purplemartinre.com">audrey@purplemartinre.com</a></td>
<td>TBD; less than $200K</td>
<td>47-4682655</td>
</tr>
<tr>
<td><strong>Phase Engineering</strong></td>
<td>Diana Hedrick</td>
<td>(832) 485-2225</td>
<td><a href="mailto:Diana@PhaseEngineering.com">Diana@PhaseEngineering.com</a></td>
<td>$10,000.00</td>
<td>75-2502360</td>
</tr>
<tr>
<td><strong>Other</strong></td>
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<td></td>
<td></td>
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</tbody>
</table>

**Application Consultant:**

- **Purple Martin Real Estate, LLC**
- **Audrey Martin**
- **Email**: audrey@purplemartinre.com
- **Certified Texas HUB?**: Yes
- **This is a direct or indirect, financial, or other interest with Applicant or other team members**: No

**ESA Provider:**

- **Phase Engineering**
- **Diana Hedrick**
- **Email**: Diana@PhaseEngineering.com
- **Certified Texas HUB?**: No
- **This is a direct or indirect, financial, or other interest with Applicant or other team members**: No

**PCA Provider:**

- **Contact Name**:       
- **Phone**:               
- **Email**:               
- **Certified Texas HUB?**:     
- **This is a direct or indirect, financial, or other interest with Applicant or other team members**:    

**Other:**

- **Contact Name**:       
- **Phone**:               
- **Email**:               
- **Certified Texas HUB?**:     
- **This is a direct or indirect, financial, or other interest with Applicant or other team members**:    

2/28/2019
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 
2/26/19

Date
Blair Korndorff

Printed Name
10312 / TEXAS

License Number and State
Diamond Development Group

Firm Name (If applicable)
Addendum to Architect Certification

The requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B as described in the application exhibits provided in Tab 23: Accessible Mobility Units Calculation, Accessible Hearing/Visual Units Calculation, and Accessible Parking Calculation.

By: Blair Korndorffer

Date: 02/26/2019

Printed Name: Blair Korndorffer

Firm Name: Diamond Development Group
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:**

- [x] 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](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](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.

2/28/2019
November 21, 2016

Mr. Christopher Akbari

Mr. Akbari:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ... 

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information; this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
**Applicant Credit Limit Documentation and Certification (Competitive HTC Only)**

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

**Instructions:**

Complete Part I of this form. For each person or entity in Part I that answers “Yes” to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer “Yes” to Part I b., then 4 separate Part II forms must be provided).

**Part I. Applicant Credit Limit Documentation**

<table>
<thead>
<tr>
<th></th>
<th>Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th></th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Houston 2222 Pierce Housing, LP</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Houston 2222 Pierce Housing GP, LLC</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>ITEX Partners, LLC</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td>4.</td>
<td>The ITEX Group Management, LLC</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td>5.</td>
<td>The ITEX Group, LLC</td>
<td>Yes</td>
<td>Submit Part II</td>
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<tr>
<td>6.</td>
<td>ITEX Advisors, LLC</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td>7.</td>
<td>Christopher Akbari 2018 Dynasty Trust (fka The Akbari Family Dynasty Trust FBO Christopher Ali Akbari U/A Trustee - Christopher A. Akbari)</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td>8.</td>
<td>Houston 2222 Pierce Developers, LLC</td>
<td>No</td>
<td></td>
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<td>9.</td>
<td>ITEX Development, LLC</td>
<td>Yes</td>
<td>Submit Part II</td>
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<tr>
<td>10.</td>
<td>Christopher A. Akbari</td>
<td>Yes</td>
<td>Submit Part II</td>
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<tr>
<td>11.</td>
<td>Jeshurun Development, LLC</td>
<td>Yes</td>
<td>Submit Part II</td>
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<td>12.</td>
<td>Raynold Richardson</td>
<td>Yes</td>
<td>Submit Part II</td>
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<td>13.</td>
<td>Womack Development &amp; Investment Realtors, Inc.</td>
<td>No</td>
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<td>14.</td>
<td>Gerald Womack</td>
<td>No</td>
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</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered “Yes” to Part b. above.

By: ____________________________

*Signature of Applicant*

Date: _____________

Its: ______________________

*Authorized Representative*

2/28/2019
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).

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By: [Signature of Applicant]

Date: [Date]

Authorized Representative: [Signature]
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: ITEX Partners, LLC

Which is: 
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [X] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
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<tbody>
<tr>
<td>2222 Pierce</td>
<td>6</td>
<td>Houston</td>
<td>80.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Prince Hall</td>
<td>5</td>
<td>Port Arthur</td>
<td>60.00%</td>
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I acknowledge that Christopher A. Akbari is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Date: 2/22/2019
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: The ITEX Group Management, LLC

Which is:

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

The ITEX Group Management, LLC
Written Name

Date: 2/22/2019
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: The ITEX Group, LLC

Which is: □ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate.

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)] The ITEX Group, LLC
Printed Name

Date: 2/22/2019
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form: /TEX Advisors, LLC

Which is: 
- [X] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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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)]

[Signature]

Date: 2/22/2019

/TEX Advisors, LLC

Printed Name
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Christopher Akbari 2018 Dynasty Trust (fka The Akbari Family Dynasty Trust FBO Christopher Ali Akbari U/A Trustee - Christopher A. Akbari)

Which is:  
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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<td>2222 Pierce</td>
<td>6</td>
<td>Houston</td>
<td>44.80%</td>
<td>56.00%</td>
</tr>
<tr>
<td>Prince Hall</td>
<td>5</td>
<td>Port Arthur</td>
<td>33.60%</td>
<td>42.00%</td>
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</table>

I acknowledge that Christopher A. Akbari is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Christopher Akbari 2018 Dynasty Trust (fka The Akbari Family Dynasty Trust FBO Christopher Ali Akbari U/A Trustee - Christopher A. Akbari)

Signature of Applicant, Developer, Affiliate or Guarantor [as appropriate]  
Printed Name

Date: 8/25/19

2/22/2019
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: ITEX Development, LLC

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☒ a Developer for the Applicant for this specific Application
☐ an Affiliate to the Applicant
☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2222 Pierce</td>
<td>6</td>
<td>Houston</td>
<td>0.00%</td>
<td>80.00%</td>
</tr>
<tr>
<td>Prince Hall</td>
<td>5</td>
<td>Port Arthur</td>
<td>0.00%</td>
<td>60.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Christopher A. Akbari is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) ITEX Development, LLC Printed Name

Date: 2/22/2019
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: Christopher A. Akbari

Which is:  
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [x] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2222 Pierce</td>
<td>6</td>
<td>Houston</td>
<td>35.20%</td>
<td>24.00%</td>
</tr>
<tr>
<td>Prince Hall</td>
<td>5</td>
<td>Port Arthur</td>
<td>26.40%</td>
<td>18.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Christopher A. Akbari is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Christopher A. Akbari  
Printed Name  
Date: 2/22/2019
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: Jeskurun Development, LLC

Which Is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☐ a Developer for the Applicant for this specific Application
☒ an Affiliate to the Applicant
☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<th>City</th>
<th>% Ownership</th>
<th>% of Dev Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>2222 Pierce</td>
<td>6</td>
<td>Houston</td>
<td>10.00%</td>
<td>10.00%</td>
</tr>
<tr>
<td>Prince Hall</td>
<td>5</td>
<td>Port Arthur</td>
<td>20.00%</td>
<td>20.00%</td>
</tr>
</tbody>
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I acknowledge that Christopher A. Ahlhor is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Jeskurun Development, LLC

Printed Name

Date 2/22/2019
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: Rayna/d Richardson

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

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<td>10.00%</td>
</tr>
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<td>20.00%</td>
<td>20.00%</td>
</tr>
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I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)] Raymond Richardson

Date: 2/22/2019
## Community Input Scoring Items

**TDHCA#: 19299**

### 1. Local Government Support - §11.9(d)(1) - Only check the box if support documents are included in the Application.

- [X] Resolution(s) of either "no objection" or "support" is included behind this tab. **

  **Name of Local Government Body**
  
  City of Houston

- **Name of Local Government Body (if applicable)**

  **Note that resolutions are due March 1, 2019**

### 2. Quantifiable Community Participation - §11.9(d)(4)

- **Application expects to receive QCP points.**

  **Note that QCP Packets are due March 1, 2019 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!**

### 3. Community Support from State Representative - §11.9(d)(5)

- [X] Application expects to receive points for a letter from a Representative.

  **Letter of either "support" or "opposition" is included behind this tab.**

  **Note that letters are due March 1, 2019**

### 4. Input from Community Organizations - §11.9(d)(6)

- [X] Applicant has included one or more letters of support or opposition behind this tab.

  List information for each of the letters below:

  **A. Southeast Houston Community Development Corporation**

  - **Name of Community Organization**
  
    Manson B. Johnson

  - **Contact Name**

  - [X] Support
  
    [ ] Opposition

  **B. Temenos**

  - **Name of Community Organization**
  
    Rudy Rasmus

  - **Contact Name**

  - [X] Support
  
    [ ] Opposition

  **C.**

  - **Name of Community Organization**

  - **Contact Name**

    [ ] Support
  
    [ ] Opposition

  **D.**

  - **Name of Community Organization**

  - **Contact Name**

    [ ] Support
  
    [ ] Opposition

  **E.**

  - **Name of Community Organization**

  - **Contact Name**

    [ ] Support
  
    [ ] Opposition

  **F.**

  - **Name of Community Organization**

  - **Contact Name**

    [ ] Support
  
    [ ] Opposition

**City of Houston**

2/28/2019
A RESOLUTION CONFIRMING SUPPORT FOR THE PROPOSED DEVELOPMENT
OF CERTAIN PROPERTIES AS AFFORDABLE RENTAL HOUSING, EACH
LOCATED IN THE CITY OF HOUSTON, TEXAS, AND THE SUBMITTAL OF
APPLICATIONS FOR HOUSING TAX CREDITS FOR SUCH DEVELOPMENTS;
MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

* * *

WHEREAS, the City Council (the "City Council") of the City of Houston (the
"City") finds that the entity whose name is listed in the column on Schedule I captioned
"Applicant Name" ("Applicant") has proposed a development for affordable rental
housing whose name and location are set forth beside the name of such Applicant in
the columns on Schedule I captioned "Project Name" and "Project Address"
("Applicant's Project"), located in the City of Houston, Texas; and

WHEREAS, the City Council finds that the Applicant has advised that it has
submitted or intends to submit an application, bearing the number set forth beside the
name of such Applicant in the column on Schedule I captioned "TDHCA Number"
("Applicant's Application"), to the Texas Department of Housing and Community Affairs
for 2019 Competitive 9% Housing Tax Credits for the Development; and

WHEREAS, the City Council, as the governing body of the City, supports the
Applicant's Project and the submittal of Applicant's Application related thereto; NOW,
THEREFORE,

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

Section 1. That the findings contained in the preamble of this Resolution are
determined to be true and correct and are hereby adopted as a part of this Resolution.

Section 2. That the City Council hereby confirms that it supports the Applicant's
Project and the submittal of Applicant's Application related to such project and that this
formal action has been taken to put on record the opinion expressed herein.

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

PASSED AND ADOPTED this 27th day of February, 2019.

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

[Signature]
City Secretary

(Prepared by Legal Dept. ________________)
Senior Assistant City Attorney

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

**Schedule I - Resolutions of Support - City of Houston Projects**

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Project Name</th>
<th>Project Address</th>
<th>TDHCA Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Houston 2222 Pierce Housing, LP</td>
<td>2222 Pierce</td>
<td>2222 Pierce</td>
<td>19299</td>
</tr>
</tbody>
</table>
City of Houston, Texas, Resolution No. 2019-

A RESOLUTION CONFIRMING SUPPORT FOR THE PROPOSED DEVELOPMENT AS AFFORDABLE RENTAL HOUSING OF CERTAIN PROPERTIES WHICH ARE SUBJECT TO THE ONE MILE THREE YEAR RULE, EACH LOCATED IN THE CITY OF HOUSTON, TEXAS, AND THE SUBMITTAL OF APPLICATIONS FOR HOUSING TAX CREDITS FOR SUCH DEVELOPMENTS; ALLOWING THE CONSTRUCTION OF SUCH DEVELOPMENTS; AND AUTHORIZING THE ALLOCATION TAX CREDITS TO SUCH DEVELOPMENTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

* * *

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

WHEREAS, the City Council finds that each Applicant has advised that it has submitted or intends to submit an application, bearing the number set forth beside the name of such Applicant in the column on Schedule I captioned "TDHCA Number" (individually referred to as "Applicant's Application" with respect to the Applicant whose name is listed beside such TDHCA Number), to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for the Development; and

WHEREAS, the City Council finds and, as provided in 10 Texas Administrative Code § 11.3 (d), acknowledges that the proposed New Construction or Adaptive Reuse Development of each Applicant's Project is located one linear mile or less from a Development that serves the same type of household as such Applicant's Project and has received an allocation of Housing Tax Credits for New Construction since January 4, 2016;

WHEREAS, the City Council, as the governing body of the City, supports each Applicant's Project and the submittal of each Applicant's Application related thereto and, in connection therewith, supports allowing the construction of each such project and authorizing an allocation of Housing Tax Credits to each such project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:
Section 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

Section 2. That the City Council hereby (i) confirms that it supports each Applicant's Project and the submittal of Applicant's Application related to each such project, (ii) allows the construction of each such project, and (iii) authorizes an allocation of Housing Tax Credits to each such project.

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

PASSED AND ADOPTED this 27th day of February, 2019.

Mayor of the City of Houston

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

City Secretary

(Prepared by Legal Dept. Assistant City Attorney)

(Requested by Tom McCasland, Director, Housing and Community Development Department)
<table>
<thead>
<tr>
<th>AYE</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MAYOR TURNER</td>
</tr>
<tr>
<td></td>
<td>COUNCIL MEMBERS</td>
</tr>
<tr>
<td>ABSENT</td>
<td>STARDIG</td>
</tr>
<tr>
<td>ABSENT</td>
<td>DAVIS</td>
</tr>
<tr>
<td>ABSENT</td>
<td>COHEN</td>
</tr>
<tr>
<td>ABSENT</td>
<td>BOYKINS</td>
</tr>
<tr>
<td>ABSENT</td>
<td>MARTIN</td>
</tr>
<tr>
<td>ABSENT</td>
<td>LE</td>
</tr>
<tr>
<td>ABSENT</td>
<td>TRAVIS</td>
</tr>
<tr>
<td>ABSENT</td>
<td>CISNEROS</td>
</tr>
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<td>ABSENT</td>
<td>GALLEGOS</td>
</tr>
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<td>ABSENT</td>
<td>LASTER</td>
</tr>
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<td>ABSENT</td>
<td>CASTEX-TATUM</td>
</tr>
<tr>
<td>ABSENT</td>
<td>KNOX</td>
</tr>
<tr>
<td>ABSENT</td>
<td>ROBINSON</td>
</tr>
<tr>
<td>ABSENT</td>
<td>KUBOSH</td>
</tr>
<tr>
<td>ABSENT</td>
<td>EDWARDS</td>
</tr>
<tr>
<td>ABSENT</td>
<td>CHRISTIE</td>
</tr>
</tbody>
</table>

CAPTION PUBLISHED IN DAILY COURT
REVIEW DATE: MAR 05 2019

Rev. 0/18
# Housing and Community Development Department

## Schedule I - One Mile Three Year - City of Houston Projects

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Project Name</th>
<th>Project Address</th>
<th>TDHCA Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gala at MacGregor, LP</td>
<td>Gala at MacGregor</td>
<td>TBD- 120 Carson CT.</td>
<td>19085</td>
</tr>
<tr>
<td>Vista East, L.P.</td>
<td>Vista East</td>
<td>3801 Garrow Street</td>
<td>19040</td>
</tr>
<tr>
<td>Caroline Lofts, LP</td>
<td>Caroline Lofts</td>
<td>Approx 1300 McGowen</td>
<td>19305</td>
</tr>
<tr>
<td>CHCDC Affordable Elderly, LLC</td>
<td>Change Happens Senior Housing</td>
<td>3345 Elgin</td>
<td>19118</td>
</tr>
<tr>
<td>Houston 2222 Pierce Housing, LP</td>
<td>2222 Pierce</td>
<td>2222 Pierce</td>
<td>19299</td>
</tr>
</tbody>
</table>
February 28, 2019

Texas Department of Housing and Community Affairs
Attn: Marni Holloway
Director, Multifamily Division
221 E. 11th St.
Austin, TX 78701
Email: marni.holloway@tdhca.state.tx.us

RE: Support for 2222 Pierce, TDHCA #19299 – 2222 Pierce St., Houston, Texas 77003

Dear Ms. Holloway,

I received the Public Notification for 2222 Pierce in Houston, TX located in my House District 147. This project is greatly needed in this community.

I am pleased to lend my support to this development which will serve my constituents well.

Sincerely,

Garnet F. Coleman.
State Representative
District 147
February 27, 2019

Houston 2222 Pierce Housing, LP
Attn: Raynold Richardson
Authorized Representative
3735 Honeywood Court Port
Port Arthur, TX 77642
Email: apps@itexgrp.com

RE: Support for 2222 Pierce, TDHCA #19299 – 2222 Pierce St., Houston, Texas 77003

Dear Mr. Richardson,

Please accept this letter as my statement of support for 2222 Pierce, proposed by Houston 2222 Pierce Housing, LP.

Southeast Houston Community Development Corporation is active in the area containing the 2222 Pierce development site and is a tax-exempt organization. Southeast Houston Community Development Corporation has a primary purpose of seeking to promote revitalization of our community through housing, economic development initiatives, education, social and health services. We see ourselves as a community catalyst to provide educational assistance and job skill development to low to moderate-income youths and adults.

Please feel free to contact me with any questions.

Sincerely,

Manson B. Johnson
Executive Director
Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)
SOUTHEAST HOUSTON COMMUNITY

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller
Director, Exempt Organizations
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 27, 2019

SOUTHEAST HOUSTON COMMUNITY DEVELOPMENT CORPORATION
PO BOX 3301
HOUSTON, TX 77253-3301

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 03-01-1995
- Sales and use tax, as of 03-01-1995
  (provide Texas sales and use tax exemption certificate Form 01-339 to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 30117692175

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.
Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

EIN: 76-0472123 | Houston, TX, United States
Mission: Providing Educational Assistance and Job Skills Development through Information, Computer Technology, and Existing Community Resources.

Dr. Manson B. Johnson II founded the Southeast Houston Community Development Corporation (SEHCDC) as a Texas Community non-profit 501 (c) 3 Corporation in 1995. The SEHCDC is certified and recognized by the City of Houston’s, Housing and Community Development Department (HCDD) and the State of Texas, Department of Housing and Community Affairs as a Community Housing Development Organization (CHDO).

In 1998, SEHCDC established the East Side University Village Community Learning Center (EastSide University) as an outreach project for very low to moderate-income youths and adults. Its mission is to provide educational assistance and job skills development through information and computer technology resources and is designed to supplement existing community resources. EastSide University is a workforce readiness and adult education center dedicated to re-entry education and development.

A Champion for Literacy, East Side University:

- Bridges the digital divide by providing tuition-supported technical and vocational skills classes and access to information and resources needed to positively impact the cycle of generational poverty since its founding in 1998 by the South East Houston Community Development Corporation.

- Serves over 200 unduplicated adults and their families each year, providing a second-chance educational alternative to those who were previously "living on the edge" but desire a new found purpose and the marketable skill set required to succeed as productive citizens.

- Consists of a diverse group of students from all over the globe with backgrounds ranging from high school dropouts, to under/un-employed, ex-offenders, single parents, military veterans, employed seeking promotion, immigrants, and retired seniors.

- Utilizes a "literacy pipeline" approach to learning that helps students transition to, and succeed in, vocational training, college, and the workplace.

- Operates as one of only fourteen “special purpose schools” in Houston, Texas, accredited by the Southern Association of Colleges and Schools (SACS/AdvancEd).

- Provides accredited, quality instruction and learning based on equity, high expectations, learning support services, student engagement, progress monitoring and feedback, learning application, management, and technology integration.

- Provides a community based response to “real life” issues facing 21st century urban living and inner-city neighborhoods and families.

- Provides a gathering place for knowledge for people of all ages offering educational assistance and job skills development through information,
computer technology, and existing community resources.

• Offers computer skills, English for non-native speakers, GED preparation, Spanish, basic literacy (reading, writing, and math), citizenship exam preparation, parenting and nutrition, college and career preparation, and financial education classes through the generous support of community partners.

3614 Holman Street
Houston Texas 77004
Office: 713-747-9255
Fax: 713-747-6101
eastsideuniv@gmail.com
February 27, 2019

Houston 2222 Pierce Housing, L.P.
Attn: Christopher A. Akbari
Authorized Representative
3735 Honeywood Court Port
Port Arthur, TX 77642
Email: apps@alexgrp.com

RE: Support for 2222 Pierce, TDHCA #19299 – 2222 Pierce St., Houston, Texas 77003

Dear Mr. Akbari,

Please accept this letter as my statement of support for 2222 Pierce, proposed by Houston 2222 Pierce Housing, L.P.

**Temenos Community Development Corporation** (Temenos CDC) is active in the area containing the 2222 Pierce development site and is a tax-exempt organization. Temenos CDC has a primary purpose of providing permanent supportive housing for low- and extremely-low income individuals, who have experienced chronic homelessness. In addition to providing permanent stable housing, Temenos CDC also provides case management services, mental and behavioral health services, and life-skills services to help residents move to life-sustaining self-sufficiency.

Please feel free to contact me with any questions.

Sincerely,

Rudy Rasmus,
Founder & Board Member Emeritus
Temenos CDC

Temenos CDC
2200 Jefferson St.
Houston, TX
In reply refer to: 0248364843
Nov. 21, 2017  LTR 4168C  0
20-4594987  000000 00
00011598
BODC: TE

TEMENOS COMMUNITY DEVELOPMENT CORPORATION
% YVETTE TARRANT
2019 CRAWFORD ST
HOUSTON TX 77002

Employer ID Number: 20-4594987
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Nov. 09, 2017, regarding your tax-exempt status.

We issued you a determination letter in July 2006, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).
Sincerely yours,

Kim A. Billups, Operations Manager
Accounts Management Operations
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 28, 2019

TEMENOS COMMUNITY DEVELOPMENT CORPORATION
2019 CRAWFORD ST
HOUSTON, TX 77002-9002

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 03-28-2006
- Sales and use tax, as of 03-28-2006

(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: 12045949877

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.


2/28/2019
Temenos Community Development Corporation
EIN: 20-4594987 | Houston, TX, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes
Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

Tax Year 2016 Form 990

Page Last Reviewed or Updated: 6-Jul-2018
Temenos Community Development Corporation’s mission is to provide affordable housing opportunities, supportive services, and employment resources to low- to extremely low income persons on their journey to self-sufficiency.

HISTORY
The Greek word "temenos" refers to a safe, protected space in which to heal. Psychiatrist and author Carl Jung characterized "temenos" as a safe space where mental work can take place. The mission of Temenos Place Apartments mirrors that objective. In 2006, Temenos set out to fix a problem that is often thought of as unfixable: chronic homelessness. At the time, the standard approach was to try to make homeless people "housing ready." First, people were placed into shelters or halfway houses and put into treatment; only when they made progress, could they stand a chance of receiving permanent housing. Temenos CDC launched with a different strategy, which starts by just giving the homeless homes.

Temenos has been building permanent supportive housing since 2006, with the first property, Knowles Temenos Place Apartments (Temenos I), at 1719 Gray St. Since that time, Temenos CDC has built two additional properties, Temenos II and Temenos III. All three properties are located in the Downtown, Midtown and East End areas of Houston. All three neighborhoods are undergoing significant revitalization. Therefore the presence of Temenos properties to help alleviate the challenges of homelessness is vital.

© 2019 by Temenos CDC
### Required Third Party Reports

Be advised that all third party reports will be posted on the Department’s website along with the Application.

Complete the information below as applicable [§11.205].

<table>
<thead>
<tr>
<th>1. Environmental Site Assessment (ESA) (All Multifamily Applications)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: Phase Engineering</td>
<td>Date of Report: 2/12/2019</td>
</tr>
<tr>
<td>X Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.</td>
<td></td>
</tr>
<tr>
<td>X If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.</td>
<td></td>
</tr>
<tr>
<td>Development is funded by USDA and is not required to supply an ESA.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Environmental Clearance (Section 811 PRA and Direct Loan applications only)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>All Applications selecting Points for Section 811 PRA Program participation under the Competitive 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.</td>
<td></td>
</tr>
<tr>
<td>All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.</td>
<td></td>
</tr>
<tr>
<td>X Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.</td>
<td></td>
</tr>
<tr>
<td>□ Applicant has submitted an environmental packet to TDHCA and determination is pending.</td>
<td></td>
</tr>
<tr>
<td>□ Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.</td>
<td></td>
</tr>
<tr>
<td>□ MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.</td>
<td></td>
</tr>
<tr>
<td>□ Documentation of HUD Environmental Clearance is included behind this tab.</td>
<td></td>
</tr>
<tr>
<td>□ Applicant has submitted an environmental packet to TDHCA and clearance is pending.</td>
<td></td>
</tr>
<tr>
<td>□ Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan. <a href="http://www.tdhca.state.tx.us/program-services/environmental/index.htm">http://www.tdhca.state.tx.us/program-services/environmental/index.htm</a></td>
<td></td>
</tr>
<tr>
<td>□ A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:</td>
<td></td>
</tr>
<tr>
<td>Name of Firm:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Contact Telephone:</td>
<td>Email:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Primary Market Area Map</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X Primary Market Area (PMA) map with definition of PMA is included behind this tab.</td>
<td></td>
</tr>
<tr>
<td>Prepared by: Valbridge Property Advisors</td>
<td>Date of Report: On or before 4/1/19</td>
</tr>
<tr>
<td>Development Site Location:</td>
<td></td>
</tr>
<tr>
<td>Longitude: 29.74267N</td>
<td>Latitude: 95.36038W</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Property Condition Assessment (PCA)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: --Complete on Development Team (Tab 42)--</td>
<td>Date of Report:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Appraisal</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: --Complete on Development Team (Tab 42)--</td>
<td>Date of Report:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Site Design and Development Feasibility Report</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: Rekha Engineering, Inc.</td>
<td>Date of Report: 2/27/2019</td>
</tr>
</tbody>
</table>

2/28/2019
Development Owner Statement Regarding Compliance with Recommendations of the Phase I Environmental Site Assessment

Houston 2222 Pierce Housing, LP will comply with all recommendations stated in the Phase I Environmental Site Assessment prior to closing.

Houston 2222 Pierce Housing, LP

By: [Signature]
Name: Christopher A. Akbari
Title: Authorized Representative
### MARKET ANALYSIS SUMMARY 2019

<table>
<thead>
<tr>
<th>Development</th>
<th>Target Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>2222 Pierce Apartments</td>
<td>General</td>
</tr>
</tbody>
</table>

#### Definition of Elderly Age:

- (Not specified)

#### Site Location:

- **Address**: 2222 Pierce Street
- **City**: Houston
- **County**: Harris

#### Site Coordinates:

- **Latitude**: 45.36038 W
- **Longitude**: 29.74267 N

#### Primary Market Area (PMA) page

<table>
<thead>
<tr>
<th>CENSUS TRACTS</th>
<th>4820130000</th>
<th>4820130040</th>
<th>4820131190</th>
<th>4820131250</th>
<th>4820131200</th>
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<td></td>
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<td>4820131000</td>
<td>4820131200</td>
<td>4820131270</td>
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<tr>
<td></td>
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<td>4820131060</td>
<td>4820131220</td>
<td>4820131280</td>
<td>4820131370</td>
</tr>
<tr>
<td></td>
<td>4820131020</td>
<td>4820131070</td>
<td>4820131290</td>
<td>4820131300</td>
<td>4820131320</td>
</tr>
<tr>
<td></td>
<td>4820131030</td>
<td>4820131080</td>
<td>4820131240</td>
<td>4820131200</td>
<td>4820131300</td>
</tr>
</tbody>
</table>

**Square Miles**: 19.462

---

**Valbridge Property Advisors**: 2/5/2019

**Tim N Treadway, MAI, CCIM**: 713-467-5858

---

**General**: 95.36038 W 29.74267 N
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). If a tie still persists, 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”), as determined by the U.S. Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy (“CHAS”) dataset and as reflected in the Department’s current Site Demographic Characteristics Report.

<table>
<thead>
<tr>
<th>Is Site in Region 11 or 13?</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate =</td>
<td>38.8</td>
</tr>
</tbody>
</table>

Poverty Rate is less than 15.629.

<table>
<thead>
<tr>
<th>Is Site in Region 11?</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate =</td>
<td>NA</td>
</tr>
<tr>
<td>Applicable Poverty Rate =</td>
<td>NA</td>
</tr>
</tbody>
</table>

Applicable Poverty Rate is less than 15.629.

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate =</td>
<td>NA</td>
</tr>
<tr>
<td>Applicable Poverty Rate =</td>
<td>NA</td>
</tr>
</tbody>
</table>

Applicable Poverty Rate is less than 15.629.

Rent Burden Rank = 1739 (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.

<table>
<thead>
<tr>
<th>Development Longitude:</th>
<th>29.74267N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Latitude:</td>
<td>95.36038W</td>
</tr>
<tr>
<td>Target Population:</td>
<td>General</td>
</tr>
<tr>
<td>Closest Development serving same Population:</td>
<td>Zion Gardens</td>
</tr>
<tr>
<td>Application Number:</td>
<td>10035</td>
</tr>
<tr>
<td>Address:</td>
<td>St Charles &amp; Webster St, Houston, TX 77003</td>
</tr>
<tr>
<td>Year of Award:</td>
<td>2010</td>
</tr>
</tbody>
</table>
Neighborhood Risk Factors Report Packet

The purpose of the packet is to formalize the process in which neighborhood risk factors ("NRF") are disclosed and the NRF Report is submitted pursuant to 10 TAC §11.101(a)(3) of the Qualified Allocation Plan ("QAP"). The packet may be submitted at pre-application (if applicable per 10 TAC §11.8(b) relating to Pre-Application Requirements) or at Application. Applicants who wish to submit a request for pre-determination prior to pre-application or Application are advised to review 10 TAC §11.101(a)(3) for additional guidance. Termination due to an Applicant’s own non-disclosure is not appealable as such appeal is in direct conflict with certifications made in the Application and within the control of the Applicant.

Pursuant to 10 TAC §11.8(b), related to Pre-application Participation, the competitive HTC pre-application must identify neighborhood risk factors related to crime and schools.

☐ Pre-application Disclosure:  Pre-application # ______  Development Name ______
☒ Application Disclosure:  Application # 19299  Development Name 2222 Pierce

My Development Site includes the following neighborhood risk factor(s) (Check all that apply):

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

☒ Development Site is located in a census tract (or 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 crime is greater than 18 per 1,000 persons annually as reported on https://www.neighborhoodscout.com/.

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

☐ Development Site is located within the attendance zones of an elementary school, a middle school, or a high school that does not have a Met Standard rating by the Texas Education Agency, based on the 2018 Accountability Ratings (unless the school is "Not Rated" because it meets the TEA Hurricane Harvey Provision, in which case the 2017 rating will apply).
Neighborhood Risk Factors Report:

I have submitted information for the items listed below, or such other mitigation as the Applicant determines appropriate to support a Board determination that the proposed Development Site should be found eligible, as such information might be considered to pertain to the neighborhood risk factor(s) disclosed, pursuant to 10 TAC §11.101(a)(3)(C) of the QAP. Such information is included behind this page.

- Determination regarding neighborhood boundaries;
- Assessment of general land use in the neighborhood;
- Assessment concerning any of the features of the neighborhood risk factors present in the neighborhood, regardless of whether they are within the specified distances referenced in 10 TAC §11.101(a)(2);
- Assessment of the number of existing affordable rental units in the Primary Market Area (PMA), including comment on concentration based on the size of the PMA;
- Assessment of the percentage of households residing in the census tract that have household incomes equal to or greater than the median household income for the MSA or county where the Development site is located;
- Assessment of the number of market rate multifamily units in the neighborhood and their current rents and levels of occupancy;

N/A Assessment, for the previous two academic years, of school performance for each of the schools in the attendance zone containing the Development that did not achieve the Met Standard rating for 2018 (unless the school is "Not Rated" because it meets the TEA Hurricane Harvey Provision, in which case the 2017 rating will apply), that includes the TEA Accountability Rating Report, a discussion of performance indicators and what progress has been made over the prior year, and the campus improvement plan in effect. If there is an update to the plan that shows progress made under the plan, provide the update. If no update is available, provide information from a school official that speaks to progress made under the plan as indicated in 10 TAC §11.101(a)(3)(D)(iv); and

- Additional information, if requested by the Department.

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

☒ I have provided information regarding mitigation of the above-mentioned neighborhood risk factors, as applicable, behind this page, along with a summary narrative describing how the information presented meets the requirements of 10 TAC §11.101(a)(3)(D) of the QAP, or;

Waiver of the Neighborhood Risk Factor (s):

☐ I am requesting a waiver of the presence of the above-mentioned neighborhood risk factors, as applicable, pursuant to 10 TAC §11.101(a)(3)(E) of the QAP, on the basis that the Development is necessary to enable the state, a participating jurisdiction, or an entitlement community to comply with its obligation to affirmatively further fair housing, a HUD approved Conciliation Agreement, or a final and non-appealable court order. Documentation to that effect is included herein with the disclosure and waiver request.

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

Department Contacts:

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

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

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

How to Submit the NRF Report Packet:

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

  Or

- Include the packet behind tab 2 of the Uniform Multifamily Application.
Neighborhood Risk Factors Report and Disclosure

2222 Pierce is located in Houston’s Third Ward, an area designated as one of the City of Houston's Complete Communities. The development site is located just outside Houston's Central Business District, in an area experiencing rapid growth. Revitalization is now well underway in the area, however multiple blighted structures still exist within 1000 feet of the proposed 2222 Pierce development. As required by 10 TAC §11.101(a)(3) of the Qualified Action Plan, the applicant is disclosing the presence of the Neighborhood Risk Factors, providing evidence of mitigation, and requesting a finding of eligibility. The request for a finding of eligibility is based on the development site’s achievement of the following goals of 10 TAC §11.101(a)(3)(E):

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

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

As mentioned, 2222 Pierce is located in the Greater Third Ward, an area in which a concerted revitalization plan is in place and gentrification is already proving rapid transformation of the area. The existing 1.95-acre development site is currently vacant land that is an underutilized real estate asset. The site will make way for the new development and bring higher value to the site. Other private investment has taken place just south and east of the subject site with the removal of blighted structures with the current development of single family home communities. Infrastructure, streetscape improvement, as well as completion of the Metrorail transit line are examples of public investment dollars that have been injected into the area. In addition to the concerted revitalization plan, the City of Houston and Mayor Turner has recently designated the area as a complete community, with the goal of providing City support across various departments in collaboration with residents to identify projects and implement strategies to further accelerate development in the area. The public and private efforts listed above and those listed further in the report show a positive trend and continued improvement in the area that make this community, in fact, a desirable area to live.

Determination Regarding Neighborhood Boundaries

2222 Pierce is located at 2222 Pierce Street, Houston, Texas 77003. The site is located in Super Neighborhood 67, the Greater Third Ward. The neighborhood is generally bounded by I-45 to the north, I-69 to the west, and Wheeler Street to the South, and the HB&T railroad line to the east. The total area is approximately 1,851 acres or 2.89 square miles. Attached as Exhibit A is a map that outlines the boundaries of the Greater Third Ward community.

Assessment of General Land Use in the Neighborhood

Greater Third Ward consists of a number of land uses including single family residential, multifamily, commercial, industrial, public and institutional, parks and open space, and transportation. Single family residential is spread throughout the central to eastern portions of the Super neighborhood. Commercial development is limited and is spread sporadically throughout the neighborhood and not defined to any of the major corridors. The largest land use in the area is Public and Institutional as both the University of Houston and Texas Southern University campuses are located within the Greater Third Ward community.
Attached as Exhibit B is a map that outlines land use designations.

Assessment of Neighborhood Risk Factors

2222 Pierce has two Neighborhood Risk factors that affect the development site. The Development Site is located in a census tract where the rate of Part I violent crime is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com. In addition, The Development Site is located within 1,000 feet (measured from nearest boundary of the Site to the nearest boundary of blighted structure) of multiple vacant structures that have fallen into such significant disrepair, overgrowth, and/or vandalism that they would commonly be regarded as blighted or abandoned.

Assessment of the Number of Existing Affordable Rental Units in PMA

The primary market area for 2222 Pierce includes 24 census tracts and covers a total of 19.642 square miles, see Exhibit C. According to CoStar.com, there are Fourteen (14) tax credit developments in the Primary Market Area. Exhibit D shows the list of rental properties with the number of units, type, occupancy, size, and year of completion where available.

Assessment of Household Incomes in Census Tract

The development site is located in census tract 48201312300, a 4th Quartile tract with 38.8% poverty and a median income of $37,185. The area median household income for the Houston MSA is estimated to be $74,900 (TDHCA Rent Income Limits). The table below shows the percentage of incomes equal to or above the Houston MSA from 2013-2017. The data is pulled from the American Factfinder General Economic Characteristics Report (2013-2017 ACS, DPO3).

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<td>$200,000 or more</td>
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<td>2.4%</td>
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The percentage of households in the census tract with incomes equal or above 74,900 is approximately 21.7% as of the most current census data from 2017.

Assessment of Market Rate Multifamily Units

According to Costar.com, there are approximately 61 Market rate apartment located in the PMA. Attached as Exhibit E is a table below showing the market rate units, their current rents, and vacancy levels.

The closest development to the proposed 2222 Pierce and within the Greater Third Ward community is 3800 Canfield, approximately 1-mile south. The complex was constructed in 1958 and is similar in age to the limited supply of multifamily properties in the Third Ward community. The majority of the newer multifamily is located on the west side of HWY 59 in Midtown and Downtown, and north of Interstate 45 in East downtown and the East End. The most recent construction completion in the area is Catalina Village, 288-unit property located at 3560 Dixie Drive Houston TX, 77021 and built in 2012. Prior to this development, there had been no other market rate apartments constructed in over 40 years.
Assessment of School Performance

The 2222 Peirce development site is zoned to Blackshear Elementary, Cullen Middle School, and Yates High School. Both Blackshear and Cullen achieved a Texas Education Agency (TEA) accountability rating of MET Standard in 2018. Yates High School was not rated for 2018 due to the Hurricane Harvey provision however achieved a MET standard in 2017. The TEA Accountability reports for 2018 and 2017 are attached for all three schools as Exhibit F.

Evidence of Mitigation

Blight

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

Public and Private Investment

- OST/Almeda TIRZ #7 (TIRZ 7) has invested significant capital to completely revitalize Emancipation Park. This project added an entry building, large fitness center, splash-ground, playground, picnic area, ball field, pool, basketball courts, walking trail, and gardens.
- The Greater Third Ward area is benefitting from the “Main Street” plan developed and implemented by the Emancipation Economic Development Council (EEDC), a collaboration of faith-based organizations, non-profits, Houston Endowment, Kinder Foundation, the City of Houston, small businesses, residents, and anchor institutions University of Houston and Texas Southern University. The EEDC’s plan for the Emancipation Avenue corridor includes the addition of new micro businesses, a parking district plan, and revitalization items such as safe lighting and sidewalks. Another central component of the EEDC’s plan for the area is to promote permanent and affordable housing, increasing community ownership and housing choices for traditional area residents. The group is working to create a social safety net and showcase local arts and African American culture.
- The EEDC currently leads a monthly pop-up neighborhood market, featuring family-friendly fun with shopping, food, and live music, all in the heart of Third Ward. This is an ongoing effort to increase vibrancy within the area.
- With the aid of the EEDC, the Northern Third Ward Consortium (NTWC) has also brought life in the area. The NTWC has worked with Wells Fargo and Houston City Council Member Dwight Boykins to implement revitalization efforts of Northern Emancipation Avenue.
- City transportation plans will also benefit the area. A city-wide transportation plan includes landscaping of Highway 288 nearby the Development Site. The completed Historic Emancipation Avenue reconstruction project includes major roadway improvements with signalized intersections, public utilities, enhanced sidewalks and streetlights, public utilities, and streetscape with public art.
Local Agency Partnership and Action Plans

In addition to public and private investment in new construction, comprehensive community plans have been established in the area to improve the overall condition of the neighborhood. In April of 2017, the City of Houston and Mayor Turner announced their complete communities initiative in the Third Ward, a program aimed at creating a complete, sustainable community by working alongside community partners to focus city resources toward very specific projects. Third Ward has already begun their planning process and has an Action Plan in place to jumpstart the initiative. The Third Ward Action Plan identifies 27 goals and 77 projects, organized into nine focus areas, to work towards a Complete Community. The City will explore public-private partnerships and private investment in these projects, where appropriate, to help build local capacity and to promote sustainability. The complete community action plan table is attached as Exhibit G.

Crime

According to neighborhoodscouts.com, the rate of Part 1 violent crime for census tract 48201312300 is greater than 18 per 1,000 persons (annually). However, based on our analysis, we have determined there is a downward trend. During the terms of June 2016 – May 2017, the total number of crimes in the area was 416, but During the terms of June 2017 – May 2018, the total number of crimes decreased to 394, thus proving the downward trend. (HPD Monthly Crime Data by Street and Police Beat).

The Development Site is encompassed by Beat 10H70. The boundary of this beat begins at the intersection of I-59 and I-45 and goes southeast on I-45 to HB&T railroad. I-45 is the responsibility of 10H20 and 10H30. The boundary follows the HB&T railroad to its intersection with Brays Bayou. It turns west along the Bayou to Martin Luther King Boulevard. It turns northwest along Martin Luther King which is in 10H50's beat to the intersection with Wheeler. At Wheeler, the boundary turns west and goes to Scott. It follows Scott two blocks north to Cleburne. Wheeler and Scott are the responsibility of 10H50. The boundary follows Cleburne to I-288. Cleburne is also the responsibility of 10H50. It turns north on I-288 to I-59 and continues north on I-59 to the intersection with I-45 which is where it begins. Highway 288 is the responsibility of 10H70; I-59 is the responsibility of 10H50. Exhibit H shows a visual representation of the boundaries the Beat encompasses.

Ongoing efforts are being made to continue the downward trend in violent crime. University of Houston has partnered with city officials to start the Third Ward Initiative, which aims to meet community needs and decrease crime by utilizing the University's resources.
GREATER THIRD WARD

DESCRIPTION
Greater Third Ward is the home of some of the most important institutions in Houston's African-American community, including Texas Southern University, Riverside Hospital, and dozens of prominent churches. Originally a small community of shotgun style houses and modest frame homes, over time the area called Third Ward expanded to the south into neighborhoods such as Washington Terrace. By the mid 1950s, the growing African-American middle class found more substantial brick homes and duplexes in areas formerly reserved for Whites. Neighborhood household income has not kept pace with the rest of the City; however, recently there has been some revival along Scott.

HIGHLIGHTS
- Houston City Council District D
- Houston Independent School District
- 8 Police beats (includes bordering beats)
- 1,851 acres (2.89 sq. miles)
Greater Third Ward: Public Facilities

Super Neighborhood Boundary
Community Centers
Fire Station
Police Station
School
Airports
Harris County Hospitals
Private Hospitals
Other Health Facilities
Library
Rail Road
Metro Rail Stations
Metro Rail Line
Parks
TIRZ

Source: City of Houston GIS Database
Date: October 2017

This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.
Source: U.S. Census Bureau, 2000
American Community Survey, 2011-2015 Estimates
| Provider: Valbridge Property Advisors | Date: 2/5/2019 |
| Contact: Tim N Treadway, MAI, CCIM | Phone: 713-467-5858 |
| Development: 2222 Pierce Apartments | Target Population: General |
| Definition of Elderly Age: |
| Site Location: 2222 Pierce Street | City: Houston |
| County: Harris |
| Site Coordinates: Latitude | Longitude |
| 95.36038 W | 29.74267 N |
| Square Miles |
| Primary Market Area (PMA) page |

| CENSUS TRACTS | |
| 48201100000 | 48201310400 | 48201311900 | 48201312500 | 48201312000 | 4820131200 | xxx |
| 482013114000 | 48201310500 | 482013112000 | 48201312700 | 48201313600 | 4820131360 | xxx |
| 482013101000 | 48201310600 | 482013122000 | 48201312800 | 48201313700 | 4820131370 | xxx |
| 482013102000 | 48201310700 | 482013123000 | 48201312900 | 48201313800 | 4820131380 | xxx |
| 482013103000 | 48201310800 | 482013124000 | 48201313000 | 48201313000 | 4820131300 | xxx | xxx |
**Existing Affordable Housing**

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The Student Achievement domain tells us how much students know and are able to do at the end of the school year. The School Progress domain shows us how students are performing over time and compares that progress to similar schools. The Closing the Gaps domain tells us how well different populations of students on a campus are performing.

This report card is designed to tell us how well we are helping students reach grade level and how well we are preparing them for success after high school. Much like the grades we give students, we can use these grades to identify ways to help schools improve over time. The overall grade is based on performance in three different areas, or domains, which are noted below.

**MET STANDARD**
83 out of 100

**STUDENT ACHIEVEMENT**
IMPROVEMENT REQUIRED
56 out of 100
The Student Achievement domain tells us how much students know and are able to do at the end of the school year.

**SCHOOL PROGRESS**
MET STANDARD
86 out of 100
The School Progress domain shows us how students are performing over time and compares that progress to similar schools.

**CLOSING THE GAPS**
MET STANDARD
76 out of 100
The Closing the Gaps domain tells us how well different populations of students on a campus are performing.

**DISTINCTIONS**
- Academic Achievement in Mathematics
- Academic Achievement in Science
- Academic Achievement in English Language Arts/Reading
- Top 25 Percent: Comparative Academic Growth
- Top 25 Percent: Comparative Closing the Gaps
- Postsecondary Readiness
STUDENT ACHIEVEMENT

For elementary and middle schools, the Student Achievement score is based on STAAR performance only.

SCHOOL PROGRESS

<table>
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<th>The higher of Growth or Performance is used.</th>
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CLOSING THE GAPS

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HOW WELL IS THIS SCHOOL PERFORMING OVERALL?

MET STANDARD
63 out of 100

STUDENT ACHIEVEMENT

IMPROVEMENT REQUIRED
54 out of 100
The Student Achievement domain tells us how much students know and are able to do at the end of the school year.

SCHOOL PROGRESS

MET STANDARD
60 out of 100
The School Progress domain shows us how students are performing over time and compares that progress to similar schools.

CLOSING THE GAPS

MET STANDARD
70 out of 100
The Closing the Gaps domain tells us how well different populations of students on a campus are performing.

UNDERSTANDING OVERALL PERFORMANCE

This report card is designed to tell us how well we are helping students reach grade level and how well we are preparing them for success after high school. Much like the grades we give students, we can use these grades to identify ways to help schools improve over time. The overall grade is based on performance in three different areas, or domains, which are noted below.

DISTINCTIONS

✔️ Academic Achievement in Mathematics
✔️ Academic Achievement in Science
✔️ Academic Achievement in English Language Arts/Reading
❌ Top 25 Percent: Comparative Academic Growth
❌ Postsecondary Readiness
❌ Top 25 Percent: Comparative Closing the Gaps
❌ Academic Achievement in Social Studies
STUDENT ACHIEVEMENT

For elementary and middle schools, the Student Achievement score is based on STAAR performance only.

SCHOOL PROGRESS

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The higher of Growth or Performance is used.

CLOSING THE GAPS

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100%
Grades Served: 9 - 12
3703 SAMPSON ST
HOUSTON, TX, 77004

813 Students Enrolled
HOUSTON ISD

---

**HOW WELL IS THIS SCHOOL PERFORMING OVERALL?**

**NOT RATED**

50 out of 100

This school was impacted by Hurricane Harvey and did not receive an overall rating or grade.

---

**UNDERSTANDING OVERALL PERFORMANCE**

This report card is designed to tell us how well we are helping students reach grade level and how well we are preparing them for success after high school. Much like the grades we give students, we can use these grades to identify ways to help schools improve over time. The overall grade is based on performance in three different areas, or domains, which are noted below.

---

**STUDENT ACHIEVEMENT**

**IMPROVEMENT REQUIRED**

57 out of 100

The Student Achievement domain tells us how much students know and are able to do at the end of the school year.

---

**SCHOOL PROGRESS**

**IMPROVEMENT REQUIRED**

58 out of 100

The School Progress domain shows us how students are performing over time and compares that progress to similar schools.

---

**CLOSING THE GAPS**

**IMPROVEMENT REQUIRED**

30 out of 100

The Closing the Gaps domain tells us how well different populations of students on a campus are performing.
### STUDENT ACHIEVEMENT

<table>
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### CLOSING THE GAPS

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Texas Education Agency
2017 Accountability Summary
Yates H S (101912020) - Houston ISD

Accountability Rating
Met Standard

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

Did Not Meet Standards on
- Student Achievement

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

Performance Index Report

Performance Index Summary

<table>
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STAAR Score
Graduation Rate Score
Graduation Plan Score
Postsecondary Component Score

System Safeguards

Number and Percentage of Indicators Met

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<td>Graduation Rates</td>
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<td>19 out of 38 = 50%</td>
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Campus Demographics

Campus Type: High School
Campus Size: 845 Students
Grade Span: 09 - 12
Percent Economically Disadvantaged: 62.1
Percent English Language Learners: 4.1
Mobility Rate: 32.0
Percent Served by Special Education: 18.9
Percent Enrolled in an Early College High School Program: 0.0

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

TEA | Academics | Performance Reporting
Page 1

August 15, 2017
THIRD WARD
COMPLETE COMMUNITIES
ACTION PLAN

Mayor Sylvester Turner
City of Houston
Planning and Development Department
July 2018
Mayor
Sylvester Turner
Mayor Pro-Tem Ellen Cohen
Vice Mayor Pro-Tem Jerry Davis

City Council and Controller
Brenda Stardig, District A
Jerry Davis, District B
Ellen Cohen, District C
Dwight Boykins, District D
Dave Martin, District E
Steve Le, District F
Greg Travis, District G
Karla Cisneros, District H
Robert Gallegos, District I
Mike Laster, District J
Martha Castex-Tatum, District K
Mike Knox, At-Large 1
David Robinson, At-Large 2
Michael Kubosh, At-Large 3
Amanda Edwards, At-Large 4
Jack Christie, At-Large 5

Chris Brown, City Controller

Planning and Development Department
Patrick Walsh, P.E., Director
Margaret Wallace Brown, Deputy Director
Jennifer Ostlind, Deputy Assistant Director and Program Director
Nicole Smothers, Division Manager
Lynn Henson, Program Manager and Third Ward Lead Planner
Annette Mitchell, Third Ward Planner

Community Design Resource Center
Susan Rogers, Director
Adelle Main, Assistant Director
Barbara Blanco, Design Strategist
Angelica Lastra, Jose Mario Lopez, Pooja Shetty Assistants
An Equitable Houston That Works For Everyone

For Houston to be truly great, we cannot be two cities in one: one of haves, and one of have-nots. All of Houston’s neighborhoods should be vibrant communities of opportunity.

That’s why on April 17, 2017, I announced the creation of Houston’s Complete Communities program, and selected Acres Home, Gulfton, Second Ward, Near Northside and Third Ward as the first Complete Communities neighborhoods. These five neighborhoods – and frankly, too many others in Houston – have been ignored for far too long. The significant challenges facing these neighborhoods can only be solved through a focused, community-led effort like Complete Communities, with the City acting as a committed neighborhood partner.

Every neighborhood is unique, but there are common elements we all look for in the place we live: a mix of quality and affordable home choices, job opportunities, and quality retail; good parks and schools; and reliable transportation options. We all deserve freedom from overgrown, weeded or abandoned lots, poor drainage, failing infrastructure, and crime. Each Houstonian should feel that his or her neighborhood matters, and that the private and public sectors support its growth and success.

To achieve this goal, City departments have been working closely with community members and outside partners to find solutions and achieve transformational change. We have listened to the community. This plan is the result of these conversations and the first step toward a new future for these neighborhoods.

The Complete Communities program will attract more partners and resources toward targeted areas in a focused way, enabling more livable communities. I expect City departments to work alongside private and non-profit organizations, as well as local residents and businesses, to raise the bar in each neighborhood.

This is just the beginning. The five pilot communities have diverse demographic and physical characteristics, and a base level of community activism, making them ideal testing grounds for this new program. After we see real and sustainable change in these five areas, I am committed to turning to the next set of neighborhoods to create transformational change in them, too.

The Complete Communities program is the embodiment of my vision for a more equitable Houston. I am committed to rebuilding neighborhoods that have been underserved and under-resourced for decades. All Houstonians deserve to live in neighborhoods that support their dreams.

— Mayor Sylvester Turner
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<th>Section</th>
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<tr>
<td>Executive Summary</td>
<td>7</td>
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<td><strong>Action Plan</strong></td>
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<td>Civic Engagement</td>
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<td>Economy and Jobs</td>
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<td>Neighborhood Character</td>
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<td>Parks and Community Amenities</td>
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<td><strong>Our Thanks</strong></td>
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What is a Complete Community?

A sustainable community with . . .
- Strong community partners
- Civic engagement
- Community buy in

An affordable community with . . .
- Diversity of income
- No concentrated poverty
- A strong base of homeowners
- Quality rental units
- Energy efficient homes

A healthy community with . . .
- A quality grocery store
- Access to quality health care
- Parks
- Urban gardens or farms

A safe community with . . .
- Low crime
- Low rates of automobile crashes
- No unsafe environmental hazards
- Safe places for residents to walk, run, bicycle, and recreate

An economically strong community with . . .
- Opportunities for upward mobility
- Quality and diverse retail
- Quality jobs within or easily accessible from the community
- Thriving small businesses
- Strong city tax revenues to pay for municipal services

A community with quality schools including . . .
- Highly rated elementary, middle and high schools
- Easy access to high quality and affordable early childcare
- Access to quality vocational schools, community colleges

A community with good infrastructure including . . .
- Complete streets including sidewalks, bike paths, and accessible transit stops
- Utility infrastructure
- Proper lighting

A connected community with . . .
- Access to broadband internet connectivity
- Quality public transit or other affordable transportation options
- Good roads connecting to other major job centers and central business districts
- Strong community organizations that connect residents with each other and to others throughout the city

A beautiful and interesting community with . . .
- Street trees
- Public art
- Public spaces
- Preservation of historic neighborhoods

A resilient community with . . .
- Flood protection
- Good drainage
- Community and public services
In April of 2017, Mayor Sylvester Turner announced the kick-off of the Complete Communities initiative. Mayor Turner noted:

Complete Communities is about improving neighborhoods so that all of Houston’s residents and business owners can have access to quality services and amenities. It’s about working closely with the residents of communities that haven’t reached their full potential, understanding their strengths and opportunities, and collaborating with partners across the city to strengthen them. While working to improve these communities, we are also working to ensure existing residents can stay in homes that remain affordable.

The Complete Communities initiative was established to be collaborative, impactful, and transformative. The initiative has been guided by an Advisory Committee that met for the first time in January of 2017, and that has continued to meet regularly. The committee is comprised of 26 community leaders and advocates with a balanced perspective ranging from city-wide to neighborhood specific knowledge and engagement. The committee serves as a sounding board whose members are ambassadors for the effort and who have provided connections to residents and businesses in the selected neighborhoods. With support from the Complete Communities Advisory Committee a working definition of a complete community was established to identify the qualities that lead to a thriving neighborhood (see opposite page, left).

The five Houston neighborhoods selected to participate in the pilot initiative—Acres Home, Gulfton, Near Northside, Second Ward, and Third Ward—have very different strengths and challenges. As a result, stakeholders in each neighborhood developed a vision that represented their ideal of a complete community. This shared vision has guided the effort in each community.

Across the five neighborhoods 3,500 people shared their insights, values, and visions. More than 2,300 participants attended one of the fourteen public meetings, and nearly 1,200 leaders representing faith-based organizations, business owners, non-profit and community-based organizations, and civic, educational and institutional leaders attended one of hundreds of listening sessions with community planners. A Neighborhood Support Team, comprised of locally identified leaders, residents and allies, has guided each Complete Community effort.

Commitment to the Complete Communities initiative is far reaching. Over the last year the City has provided support through a team of dedicated staff across City departments, this support will continue. One-on-one meetings were held with over two-dozen City departments to present community-identified priorities and projects and establish mechanisms for implementation. In the coming years, the City and its staff will continue to work side-by-side with community leaders and allies to realize the vision for a complete community in each of the five neighborhoods.

After a year of engagement and collaboration with thousands of stakeholders, we have summarized what we heard in each of the five Complete Communities in an Action Plan. The Third Ward Action Plan outlines the vision, policies, goals and projects to realize a healthier, more resilient, prosperous, equitable, and complete future. This is the Third Ward’s Plan.
Map of Existing Plans and Studies

- Third Ward Complete Community
- Emancipation Economic Development Council
- Northern Third Ward Neighborhood Planning Project
- Houston Southeast Community Plan
- TIRZ #7 OST/Almeda
- Midtown Affordable Housing Plan

Third Ward Complete Community Map

- Parks
- Schools
- Purple Line (Light Rail)
EXECUTIVE SUMMARY

Introduction
The Third Ward Action Plan, outlines the vision, policies, goals, and projects that have been identified through the community planning process to move towards a healthier, more prosperous, resilient, and equitable future.

The Third Ward Action Plan is a compilation of the most recent plans and studies for the neighborhood (see map, opposite page top left), as well as newly identified projects, actions, priorities, and partners. Prior plans developed for the neighborhood include those led by the Emancipation Economic Development Council (EEDC), Northern Third Ward Neighborhood Planning Project (NTWNPP), Houston Southeast Management District, the Midtown TIRZ with the Center for Civic and Public Policy, and the OST | Almeda TIRZ. A policy paper developed by the EEDC and Emancipation Community Development Partnership has also informed the recommended projects, policies and metrics to measure success.

In addition, the City of Houston has recently completed a number of citywide planning efforts. The most important being Plan Houston, the city’s first general plan completed in 2015. The plan outlines a vision for Houston’s future and strategies to realize it. Out of the 32 citywide identified goals, Third Ward stakeholders developed the following priorities: sufficient quality, affordable housing options throughout the neighborhood; quality learning opportunities from early childhood onwards; job opportunities that support a good standard of living and financial stability; and, a safe and secure community. Other citywide planning efforts that shape decision-making and public investment are the annual Capital Improvement Plan, which outlines infrastructure priorities, the Houston Parks and Recreation Department’s 2015 Parks Master Plan, and the Houston Bike Plan, adopted in 2017. Each of these plans have informed the Third Ward Action Plan.

The majority of the Third Ward Complete Community is part of a State designated Opportunity Zone, a new community development program established by Congress in the Tax Cuts and Jobs Act of 2017 to encourage long-term investments in low-income urban and rural communities.

The Third Ward Action Plan aspires to carry on the legacy of decades of work by neighborhood activists and champions, including numerous planning efforts that chartered the waters that this plan is based on, especially the 1995 Greater Third Ward Community Plan completed by Roberta F. Burroughs and Associates.
COMPLETE COMMUNITIES PLANNING PROCESS

Each Complete Community is different. Some have engaged in substantial planning efforts, while others have not had plans developed for decades. As a result, the City designed and implemented individualized planning processes that align with each community's current position.

Every Complete Community effort began by conducting outreach and small group meetings with key leaders and stakeholders. Meetings in the Third Ward were held with faith leaders, non-profit organizations, community-based organizations, business owners, and other civic, educational, and institutional leaders. Overall, 129 people were reached through this effort.

Following the outreach effort, a series of public meetings were held in each Complete Community to accomplish the following objectives: establish a vision; develop goals and projects; identify priorities and partners; and, review the final Action Plan. In communities, such as Third Ward, where substantial planning has already occurred, two public meetings were held. The first meeting focused on reviewing the existing goals and projects, filling any gaps, and identifying new opportunities and partners. The second, and final meeting, was to review the final Action Plan. Overall, 577 people attended these meetings and provided valuable feedback. The result is that the Third Ward Action Plan builds on prior planning efforts and encompasses new goals and projects identified through these public meetings. In addition, the Action Plan aligns clear implementation strategies, priorities, policies, timeframes, partners, and metrics to measure success based on both the prior plans and new input.

The Action Plan has also been informed by one-on-one meetings with City department decision-makers. At these meetings, community-identified projects and priorities were presented, and mechanisms to achieve implementation identified.

Throughout the process, the Complete Communities initiative has been guided by the Neighborhood Support Team (NST) which met four times to provide their insight and suggestions. The Neighborhood Support Team, in collaboration with the Greater Third Ward Super Neighborhood #67, will oversee implementation and work directly with City staff to ensure progress is made and established benchmarks achieved.
Executive Summary

THIRD WARD COMMUNITY

Third Ward, located less than one mile southeast of downtown Houston, is one of Houston’s most historic African American neighborhoods. The boundaries of the Complete Community area are consistent with the Super Neighborhood boundaries and span I-45 on the north, State Highway 288/I-69 on the west, Wheeler and Blodgett to the south, and along Texas Spur 5 on the east.

The Third Ward is changing. New homes are being constructed, new investment is moving in, and the I-45 expansion project will begin in the near future. As new development has spread throughout the Third Ward, both new opportunities and challenges have emerged. The Third Ward Complete Communities Action Plan works to build on opportunities—such as active civic engagement, strong community-based organizations, historic landmarks, major universities, proximity to the Texas Medical Center and downtown, and quality transportation—while also working to address challenges that lead to displacement and a loss of history in one of Houston’s most important neighborhoods.

In the past decades, the low cost of property in the Third Ward and its proximity to downtown Houston has made the neighborhood attractive to developers. While the construction of high end townhomes has rapidly increased, many longtime renters and property owners have been displaced from the neighborhood. As homes are demolished across the neighborhood, the historic character of the Third Ward is being diminished. At the same time, new homes being built in the community are too often not affordable to existing residents. At the same time, new investment, emerging entrepreneurs, and the diverse collection of organizations and institutions working in the neighborhood are sparking positive change and transformation.

The Third Ward Complete Community Action Plan establishes a set of actionable projects, policies and programs that will result in a complete community, where everyone has the opportunity to thrive.

A summary of the Action Plan, including the key focus areas and goals, is provided on the following pages. The highest priority in the community is affordable housing policies and projects, followed by education, and economic opportunities and jobs. Additional focus areas include civic engagement, health, safety, neighborhood character, parks and community amenities, and mobility and infrastructure.
CIVIC ENGAGEMENT
A complete community is a sustainable community that is committed to civic engagement, collective work, and nurturing new leaders. The goals are:

- **Build Community Capacity** by developing strong partnerships, mobilizing the community, providing community building grants, and hosting an annual summit
- **Nurture New Leaders** by expanding leadership opportunities for youth
- **Expand Political and Civic Engagement** by developing an annual policy agenda and advocacy plan, and increasing voter registration and participation

ECONOMY and JOBS
A complete community is a thriving community with a strong local economy, jobs, and opportunities. The goals are:

- **Grow the Local Economy** by seeding new community-owned businesses, sparking entrepreneurship, and creating mixed-use development
- **Support Small Businesses** by creating a “Shop Third Ward” campaign, instituting a facade improvement program, and assisting small businesses
- **Expand Local Opportunities for Employment** by attracting a job training facility, increasing local hiring, and expanding employment opportunities

EDUCATION
A complete community is a learning community with high quality schools, early childcare, and out of school enrichment and support programs for children and youth. The goals are:

- **Expand Enrichment Programs for Children and Youth** by promoting the directory of out of school programs and partnering with area organizations to expand capacity
- **Strengthen Local Schools** through hiring high quality teachers, funding, and supporting neighborhood schools
- **Expand High Quality Early Childcare** by working with partners to increase the quality and affordability of early childcare
- **Provide Mentorship Opportunities for Youth** by partnering with area organizations and universities

HEALTH
A complete community is a healthy community with access to high quality healthcare and fresh, nutritious food. The goals are:

- **Improve Access to Healthcare** by expanding supportive services, outreach, preventative care, and attracting a comprehensive health facility
- **Increase Access to Healthy Food** by developing new community gardens and supporting existing gardens

HOUSING
A complete community is an affordable community with high quality housing accessible to people with a diversity of incomes, where existing residents are protected from displacement, historic homes are repaired and preserved, and where a shared vision shapes future development. The goals are:

- **Build Housing for All** by supporting the creation of a community land trust, building affordable owner and rental housing, and incentivizing affordable units in market rate projects
• **Provide Protection from Displacement** by supporting existing homeowners and renters
• **Repair and Preserve Existing Housing** by saving historic housing from demolition and repairing existing homes
• **Plan for Future Housing** by creating a comprehensive plan for affordable housing and a housing advocacy team

**MOBILITY and INFRASTRUCTURE**
A complete community is a connected and resilient community with public transit, great streets, and quality infrastructure. The goals are:
• **Improve Neighborhood Mobility** by creating a ride share program and improving public transit
• **Build Great Streets** by expanding sidewalks and crossings, improving area streets, and developing a parking district
• **Expand Bike Lanes and Facilities** by building additional bike routes and installing new B-Cycle Stations
• **Protect from Flooding** by maintaining area ditches and creating green infrastructure

**NEIGHBORHOOD CHARACTER**
A complete community is a beautiful and interesting community with public art, historic neighborhoods, and strong identity and culture. The goals are:
• **Preserve the Neighborhood’s History and Character** by regulating development, establishing a cultural trail, and re-using historic buildings
• **Beautify the Neighborhood** by ending illegal dumping, maintaining vacant lots, organizing clean-ups, and providing new amenities
• **Expand Public Art that Celebrates the Community** by installing new public art projects and engaging youth in the arts

**PARKS and COMMUNITY AMENITIES**
A complete community is a sustainable community with access to beautiful parks and open spaces. The goals are:
• **Develop New Parks and Public Open Spaces** by building new parks, advocating for SPARK Parks, and re-purposing vacant land for small pocket parks and plazas
• **Improve Area Parks** by working with partners to identify needed improvements

**SAFETY**
A complete community is a safe community where the community and law enforcement work together to reduce crime and increase the sense of security throughout the neighborhood. The goals are:
• **Create Safe Streets and Places** by improving street lighting, utilizing crime prevention through environmental design, and addressing crime hot spots
• **Advocate for Community-Based Policing** by creating a block captain program, participating in HPD’s Positive Interaction Program, advocating for additional bike patrol, and improving relationships between the community and law enforcement agencies
Key to Abbreviated Organizations
Many City departments and organizations will assist in implementing the projects identified in this Action Plan, while other organizations have been identified as potential partners. Below is a key to the organizations that are abbreviated:

*City, School, and Government Departments:
Administration and Regulatory Affairs, ARA
Capital Improvement Plan, CIP
Department of Neighborhoods, DON
Differential Response Team (HPD), DRT
Economic Development Department, EDD
General Services Division, GSD
Harris County Appraisal District, HCAD
Harris County Department of Education, HCDE
Harris County Sheriff’s Office, HCSO
Harris County Flood Control District, HCFCD
Housing and Community Development Department, HCDD
Housing and Urban Development, HUD
Houston Community College, HCC
Houston Fire Department, HFD
Houston Health Department, HHD
Houston Housing Authority, HHA
Houston Independent School District, HISD
Houston Parks and Recreation Department, HPARD
Houston Police Department, HPD
Houston Public Library, HPL
Houston Public Works, HPW
Mayor’s Office of Cultural Affairs, MOCA
Mayor’s Office of Education, MOE
Mayor’s Office of Innovation, MOI
National Endowment for the Arts, NEA
Office of Business Opportunity, OBO
Planning and Development Department, PDD
Positive Interaction Program (HPD), PIP
Solid Waste Department, SWD
Small Business Administration, SBA

*Partner Organizations and Other Abbreviations:
Center for Civic and Public Policy Improvement, CCPPI
Community Development Corporation, CDC
Community Housing Development Organization, CHDO
Communities in Schools, CIS
Emancipation Community Development Partnership, ECDP
Emancipation Economic Development Council, EEDC
Greater Third Ward Super Neighborhood Council, SN Council
Houston Arts Alliance, HAA
Houston Parks Board, HPB
Houston Southeast Management District, HSE
Local Initiatives Support Corporation, LISC
Midtown Redevelopment Authority, MRA
My Brothers Keeper, MBK
Neighborhood Support Team, NST
Northern Third Ward Neighborhood Planning Project, NTWNPP
Project Row Houses, PRH
Texas Southern University, TSU
Theater Under the Stars, TUTS
University of Houston, UH
Volunteers of America, VOA

Key to Priority Graphic

| High Priority |
| Medium Priority |
| Low Priority |

Partners
In the Action Plan tables partners are identified for each project.

LEAD partners are City Departments or agencies that will play a key role in implementation of each project.

SUPPORT partners are organizations that have participated in, or expressed interest in participating in, implementation for the project.

* Note:
The lists above represent the organizations involved in the Third Ward planning at the time of this printing. We recognize that additional organizations, not listed here, are vital to Third Ward’s vitality and we look forward to working together to implement the Action Plan.
THIRD WARD ACTION PLAN

The Third Ward Action Plan identifies 27 goals and 77 projects, organized into nine focus areas, to work towards a Complete Community. The highest priority focus areas identified by Third Ward stakeholders are housing, education, and expanded economic opportunities. Additional focus areas include health, safety, neighborhood character, civic engagement, and mobility and infrastructure. The Action Plan that follows was developed through public meetings and a summary of the existing community plans. The Action Plan includes goals, projects, priorities, timeframes, metrics to measure success over the next five years, and potential partners and programs.

The projects and action steps identified in this plan will be championed by the Third Ward Neighborhood Support Team (NST) and the Super Neighborhood Council, and coordinated with the City and the Planning and Development Department. The City departments and agencies listed as leads in this Plan will provide support and leadership to the Third Ward NST to move projects forward to implementation. Third Ward stakeholders have also formed working groups to lead the nine focus areas. These working groups will work closely with the NST, the Super Neighborhood Council and City departments to further implement the plan.
CIVIC ENGAGEMENT

Introduction
Civic engagement is at the core of a Complete Community. People who live in the Third Ward have a strong sense of both community and history, and work together to shape the future of the neighborhood. There are six active civic clubs and organizations, and a number of new associations that are just forming. There is a concerted effort among many local organizations and institutions, faith-based entities, and residents to work together.

As a result, the voices of residents, local business owners, institutions, youth, community leaders, and political representatives are becoming unified. With that voice, a focus on people-centered and place-based change has been strengthened.

Civic Engagement Goals
The three goals for civic engagement, compiled from existing Third Ward plans and studies and a series of community meetings, focus on further building the collective capacity in the neighborhood, nurturing young leaders, and expanding political and civic engagement. The goals are summarized here and provided in more detail on the following pages. The civic engagement goals are:

Build Community Capacity
The Third Ward was the center of Houston’s civil rights movement, and that spirit of activism and collective work lives on. Supporting the community-led change imagined as part of the Complete Communities initiative requires strong leadership, capacity, and organization at the neighborhood level. To accomplish this goal, mobilization teams will be formed for implementation; new bridges will be developed between the City, decision-makers and community leaders; and, new mechanisms to support leaders will be initiated, such as small community building grants.

Nurture Young Leaders
Providing leadership opportunities for area youth is important for the future of the Third Ward. Youth are the leaders of tomorrow and an integral part of the community. The goal is to ensure that youth have opportunities to build their skills, become leaders, and be active participants in positive change in the neighborhood. To support the next generation, youth leadership opportunities will be expanded through partnerships with area churches, universities, community-based organizations, and others.
Politic and Civic Engagement

Engaging with local government and elected officials can assist with both understanding the political process and learning more about how neighborhood priorities can be realized. To this end, political and civic engagement will be enhanced by developing a public policy and advocacy agenda each year. The policy agenda will cover current issues such as gentrification, affordable housing, land-control, responsible development, public spending, and equity. An annual neighborhood summit will provide opportunities to measure the successes in the community and set new goals each year. In addition, increasing voter registration and turnout will ensure the community’s voice is heard. In the 2016 election, the Harris County District Clerk reports that 50% of registered voters in the Third Ward community cast a ballot, compared to the 61% who voted in Harris County overall. Moving forward, the target is to ensure that the Third Ward votes in percentages equal to Harris County or higher. Encouraging more people to exercise the right to vote will build political power in the neighborhood.

Early Successes

The Neighborhood Support Team (NST) has joined the Greater Third Ward Super Neighborhood #67, laying the foundation for capacity building.

The Northern Third Ward Neighborhood Planning Project (NTWNPP) recently received a 5-year, $750,000 planning implementation grant from the Wells Fargo Regional Foundation.

50% Of Third Ward registered voters cast a ballot in the 2016 election

61% Of Harris County registered voters cast a ballot in the 2016 election

Data Sources: Harris County District Clerk, 2016; City of Houston Planning and Development Department
GOAL

**Build Community Capacity**

Create a bridge between the City, Super Neighborhood Council, and other community organizations and civic clubs

*ACTION STEPS:* Create a structure to empower neighborhood governance and leadership, including supporting the Super Neighborhood Council and other area civic clubs in working in partnership with the City

Create a mobilization team to identify ways to share and improve resources across the neighborhood

*ACTION STEPS:* Partner with the Third Ward Community Cloth Cooperative, NTWNPP, and other community and faith-based organizations to develop ways to share and improve resources, services, and collaboration across the neighborhood

Create a “Community Building Grant” program

*ACTION STEPS:* Create a committee to develop and implement an early action grant program to support schools, students, youth, parent organizations, civic and business groups, and others; The grant program will fund community events and celebrations, block parties, clean-ups, fairs, etc.

Organize an annual “State of the Third Ward” summit

*ACTION STEPS:* Organize leaders and agencies to plan the summit; Use the summit to celebrate and share successes and redefine priorities for the coming year; Present the findings to the city

**Nurture Young Leaders**

Expand youth leadership opportunities

*ACTION STEPS:* Work in partnership with area churches, universities and organizations to create youth leadership opportunities and nurture young leaders

**Expand Political and Civic Engagement**

Annual public policy agenda and advocacy plan

*ACTION STEPS:* Establish a team to develop and share an annual public policy agenda and advocacy plan for the Third Ward; Focus on issues of gentrification, land control, economic development, public spending, and equity; Present this agenda at the annual neighborhood summit

Increase voter registration and participation

*ACTION STEPS:* Support existing political engagement efforts such as voter registration drives

---

**PLAN Legend:**
- Complete Communities Action Plan
- City of Houston Plans and CIP
- OST/Almeda TIRZ
- EEDC Plans and Studies
- Northern Third Ward Neighborhood Plan
- Houston Southeast Community Plan

**Third Ward**
## Civic Engagement

<table>
<thead>
<tr>
<th>Timeframe</th>
<th>Metrics to Measure Success</th>
<th>Partners</th>
<th>Potential Programs</th>
</tr>
</thead>
</table>
| Short (0 - 2 yrs) | LEAD: PDD, SN Council, NST  
SUPPORT: Civic Clubs, NTWNPP, Third Ward Community Cloth, EEDC, DON, LISC | Complete Communities, LISC Training for Trainers, Stronger Region, Plan Houston |
| Short (0 - 2 yrs) | LEAD: PDD  
SUPPORT: NTWNPP, Third Ward Community Cloth, EEDC, Row House CDC, SN Council, NST, Change Happens, Churches, Schools, Universities, Civic Clubs, HAUS Project | Neighborhood Matching Grants, Solid Waste Neighborhood Clean-Ups, DON Spring Cleaning, LISC Small Grants, United Way Community Building Grants |
| Short (0 - 2 yrs) | LEAD: Council Member, DON, SN Council  
SUPPORT: NTWNPP, EEDC, Row House CDC, PRH, Change Happens, SHAPE, Emancipation Park Conservancy, HPARD, UH, Community Music Centers of Houston, Indigo Community of Care | LISC Small Grants, United Way Community Building Grants, Neighborhood Matching Grants |
| Short (0 - 2 yrs) | LEAD: PDD, SN Council, NST  
SUPPORT: NTWNPP, EEDC, Row House CDC, PRH, Change Happens, SHAPE, Emancipation Park Conservancy, HPARD, University of Houston | Change Happens Youth Leadership Program, Junior Achievement, Mayor’s Youth Council (MYC), Mayor’s Young Ambassador’s Program (YA) |
| Short (0 - 2 yrs) | LEAD: MOE  
| Short (0 - 2 yrs) | LEAD: DON  
SUPPORT: NTWNPP, EEDC | Deputy Voter Registrar Training Programs |

### Midtown Affordable Housing Plan (Summary)

**5**

Youth leaders participate in regular civic meetings annually

**61%**

Of registered voters will vote in the 2020 election, equal to Harris County in 2016  
Source: Harris County District Clerk

**Annual Community Building Grant Program to fund area projects**

**Action Plan** 17
ECONOMY and JOBS

Introduction
The historic Third Ward was once the center of African American commerce in Houston. In 1950, there were 175 businesses on Emancipation Avenue (formerly Dowling Street) between Pierce Street and Alabama Street. Today, there are twenty businesses in this corridor. The once vibrant commercial streets and storefronts of Third Ward have experienced years of disinvestment. As a result, many residents travel outside of the neighborhood just to meet basic needs, such as groceries or housewares.

In 2015, there were 6,832 jobs in the Third Ward. In the same year, there were 8,746 workers over the age of 16 years in the community, of which 7,444 were in the labor force and 1,302 people were unemployed, or 15%. It is crucial to match the need for jobs in the Third Ward with the need for economic investment, services, and amenities.

Economy and Jobs Goals
The three goals for jobs and economy, compiled from existing Third Ward plans and studies and a series of community meetings, focus on growing the local economy, nurturing strong and healthy local businesses, and expanding local employment opportunities. The goals are summarized here and provided in more detail on the following pages. The jobs and economy goals are:

Grow the Local Economy
Expanding economic opportunity includes supporting new businesses as well as testing community-owned co-operative models and temporary pop-up shops. Existing cooperatives in the Third Ward include the following: Renaissance Cooperative, created to stimulate economic growth, commercial development, and attract investment; NuWaters Co-op, a grocery store with produce provided by a volunteer-operated farm; and, The Third Ward Community Cloth Cooperative which is an “organization of organizations.” Co-operatives expand buying power and capacity to enable grassroots organizations to develop new businesses that grow the local economy. In addition, working towards mixed-use development in key business corridors will draw additional investment to the neighborhood. Over the next five years, the objective is to open ten new businesses, focused on meeting the highest needs in the neighborhood.

Support Local Businesses
Local Third Ward businesses, such as Crumbville, The Library Coffee and Wine House, Doshi House, NuWaters Co-op Market, and Wolf’s Clothing and Pawn Shop, prove the viability and importance of locally owned businesses. Buying local strengthens the neighborhood’s economic base, creates jobs, and sparks investment in other small businesses.

15% Unemployment Rate in Third Ward, 2015
4% Unemployment Rate in Houston, 2018

Data Sources: ACS 2015 (5-yr); Census Longitudinal Employer Household Dynamics (LEHD) 2015; Bureau of Labor Statistics 2018
A complete community is a thriving community with a strong local economy, jobs, and opportunities.

Promoting and supporting the small businesses that call Third Ward home will be done through three projects, a “Shop Third Ward” campaign, a facade improvement program, and expanding access to small business loans and grants. In 2015, 145 small business loans were secured for a total of $2.35 million. In the next five years, the metric to measure success is to more than double this investment to $5 million.

**Expand Local Opportunities for Employment**
The Third Ward is home to two major universities and is directly adjacent to the Texas Medical Center and Downtown, two of the largest employment centers in the city. Yet, unemployment in the Third Ward continues to impact residents. In 2015, the unemployment rate in the Third Ward was 15%. Agreements for local hiring will be pursued in partnership with area anchor institutions, including hosting joint job fairs, linked job training, and developing community benefit agreements. In addition, the Gulf Coast Workforce Board will bring a Texas Workforce Solutions site to the Third Ward. By expanding employment opportunities and entering into local hiring agreements, unemployment in the neighborhood will be reduced.

**Early Successes**
The Gulf Coast Workforce Board will be bringing a Texas Workforce Solutions site to the Third Ward.

The Local Initiatives Support Corporation and the Houston Endowment are planning a new Financial Opportunity Center in partnership with Project Row Houses.

Emancipation Avenue has been designated one of three pilot sites for the City of Houston’s Walkable Places program.

The Kinder Foundation has pledged support to the EEDC’s Emancipation Avenue Main Street Initiative and the Neighborhood Development Center’s Small Business Initiative.
<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
</tr>
</thead>
</table>
| Grow the Local Economy | Seed new community-owned or worker-owned cooperatives and businesses  
*ACTION STEPS:* Identify key needs, such as full service grocery stores, restaurants, basic services, washteria, hardware store, banks and financial services; Develop concepts and plans; identify sites and corridors for new economic development; Identify incentives, partners, and funding strategies |  
| | Develop temporary pop-up spaces  
*ACTION STEPS:* Spark entrepreneurship by working in partnership with property owners to identify vacant storefronts or lots to activate new Pop-Up shops at low cost; Support the EEDC’s Free Market Square |  
| | Foster mixed-use development in the neighborhood  
*ACTION STEPS:* Encourage mixed-use development along Emancipation Ave, Alabama St, Elgin St and Scott St; Collaborate with METRO to encourage mixed-use development on land the agency owns |  
| Shop Third Ward | Create a “Shop Third Ward” campaign to encourage people to shop at locally owned and black owned businesses; Work in partnership with area publishers and organizations to create a business directory; Partner with Houston Southeast to establish a business association or improvement district |  
| | Create a façade improvement program  
*ACTION STEPS:* Create a storefront improvement program to assist local businesses and provide local jobs, or partner with neighborhood volunteer corps to improve building facades through a youth mentorship program |  
| Support Small Businesses | Expand funding and support opportunities for small businesses  
*ACTION STEPS:* Invest in historically under-utilized businesses and expand access to small business support programs, including loans and grants; Implement a micro-lending program for area businesses; Partner with the Greater Houston Black Chamber and the UH SURE Program to create a mentorship program for locally owned and black owned businesses; Create an anchor institution strategy to expand locally sourced supplies and contracts to grow small businesses; Support the Third Ward Neighborhood Development Center |  
| | Attract a job training facility to the neighborhood (in progress)  
*ACTION STEPS:* Partner with the Gulf Coast Workforce board to open a Texas Workforce Solutions site in the Third Ward |  
| | Partner with anchor institutions and other agencies to hire locally  
*ACTION STEPS:* Encourage hiring locally through job fairs, linked job training, and community benefit agreements |  
| Expand Local Opportunities for Employment | Increase job-training programs and job opportunities  
*ACTION STEPS:* Partner with large institutions, large scale businesses, and local organizations to provide job training; Support and expand the Houston Anchor Collaborative with the University of Houston, Texas Southern University, Memorial Hermann and Houston First |  

**PLAN Legend:**
- Complete Communities Action Plan
- City of Houston Plans and CIP
- OST/Almeda TIRZ
- EEDC Plans and Studies
- Northern Third Ward Neighborhood Plan
- Houston Southeast Community Plan
## ECONOMY and JOBS

<table>
<thead>
<tr>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Medium</strong></td>
<td></td>
<td><strong>LEAD</strong>: OBO</td>
<td></td>
</tr>
<tr>
<td>(2 - 5 yrs)</td>
<td></td>
<td><strong>SUPPORT</strong>: NTWNPP, EEDC, National Cooperative Bank, Universities, SN Council, NST, HSE, Community Collectives United, Third Ward Cooperative Community Builders</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>UH Bauer College of Business, Kinder Institute for Urban Research, TSU School of Business, HSE Micro-lending</td>
</tr>
<tr>
<td><strong>Short</strong></td>
<td>10</td>
<td><strong>LEAD</strong>: OBO</td>
<td>EEDC Free Market Square, Urban Harvest Farmers Market, HCC Southeast Entrepreneur Initiative</td>
</tr>
<tr>
<td>(0 - 2 yrs)</td>
<td>New locally owned businesses open by 2023</td>
<td><strong>SUPPORT</strong>: NTWNPP, EEDC, PRH, Midtown TIRZ, HSE, Houston Area Urban League, UH SURE</td>
<td></td>
</tr>
<tr>
<td><strong>Long</strong></td>
<td></td>
<td><strong>LEAD</strong>: OBO</td>
<td>Economic Development Funding, CDBG, Main Street Program</td>
</tr>
<tr>
<td>(5+ yrs)</td>
<td></td>
<td><strong>SUPPORT</strong>: EEDC, NTWNPP, HSE, Real Estate Developers</td>
<td></td>
</tr>
</tbody>
</table>

| **Medium**      | 300                        | **LEAD**: OBO                                                            | Philanthropic Support, Greater Houston Black Chamber of Commerce                    |
| (2 - 5 yrs)     | Small business loans annually by 2023 | **SUPPORT**: NTWNPP, EEDC, HSE, D-Mar Publishing, Greater Houston Black Chamber of Commerce, Wheeler Avenue Triangle Ministries, Creative Group Economics |                                                                                     |

| **Medium**      | $5 mil                     | **LEAD**: OBO                                                            | Economic Development Loans, Houston Black Leadership Institute, LISC FOC, Facebook Digital Skills Program, Build Up Houston, LiftOff Houston, Business Readiness Program, UH SURE HCC Southeast, HSE Micro-lending |
| (2 - 5 yrs)     | In small business loans each year | **SUPPORT**: UH Graphic Design, NTWNPP, EEDC, HSE |                                                                                     |
|                 | In 2015, 145 small business loans totaled $2.35 million | **LEAD**: OBO, HCDD |                                                                                     |
|                 | Source: CRA, 2015          | **SUPPORT**: HSE, EEDC, SBDC, LIFT, LISC, SBA, UH SURE, PRH, Bank On Houston |                                                                                     |

| **Short**       | 50%                        | **LEAD**: OBO                                                            | Workforce Solutions                                                                 |
| (0 - 2 yrs)     | Reduction in the Third Ward unemployment rate by 2023 | **SUPPORT**: PRH, FOC, Gulf Coast Workforce Board | Houston Housing Authority Jobs Plus Initiative, AARP Foundation Tax Aide Program |
|                 | In 2015 unemployment was 15% in Third Ward, by 2023 it should be 7.5% | **LEAD**: OBO, HPL | National Home Building Institute, AARP SCSEP Program |
|                 | Source: ACS 2015           | **SUPPORT**: HSE, NTWNPP, EEDC, Universities, Businesses, PRH, Houston Anchor Collaborative Texas Medical Center |                                                                                     |

**Midtown Affordable Housing Plan (Summary)**
EDUCATION

Introduction
Quality educational opportunities can transform a neighborhood and drive personal success. In 2015, more people over the age of 25 living in the Third Ward had graduated from high school than in Houston overall, 82% compared to 77%. In addition, 28% had a college degree, compared to 31% in Houston.

The Third Ward is home to four public schools—Blackshear and Lockhart Elementary Schools, Yates High School, and the magnet program of Baylor College of Medicine at Ryan Middle School. The neighborhood is also home to a number of charter schools, including Yellowstone Academy, TSU Charter School, and UH Charter School. Over 3,000 students attend elementary, middle, and high school in the Third Ward. Cullen Middle School, outside of the neighborhood boundaries to the south, serves area middle schoolers.

The Third Ward is also home to Texas Southern University and the University of Houston. Houston Community College’s Central Campus is just to the west of the neighborhood.

Over the last ten years many neighborhood schools have either closed or have been re-purposed as the number of families with children have declined. According to Census data, there were 34% fewer residents under the age of 18 years in 2015 compared to 2000. For example, Douglass, J. Will Jones, Dodson and Turner Elementary Schools have all closed, along with Miller Junior High School. The Energy High School, currently at Dodson Elementary, will be moving south of the neighborhood in the summer of 2018, to a newly constructed campus. Cullen Middle School and Blackshear Elementary, both of which have been identified as “improvement required” campuses by the Texas Education Agency, are currently being evaluated by HISD to determine their future.

Education Goals
The three education goals established for the Third Ward Complete Community were developed from existing plans and studies and a series of community meetings. The goals focus on enrichment programs for children and youth, strengthening local schools, and providing high quality and affordable early childcare. The goals are summarized here and provided in more detail on the following pages. The education goals are:

Expand Enrichment Programs for Children and Youth
The Third Ward is rich with educational institutions and community-based organizations. Working to ensure that people are aware of these local resources, particularly out of school programs, will support the ongoing success of children and youth. In addition, expanding out of school programs will ensure all children can access these resources. Providing leadership and college bound experiences for youth is an important part of this project.

Strengthen Local Schools and Improve Student Success
Two schools serving the Third Ward’s children, Blackshear Elementary and Cullen Middle School, have been designated “improvement required” by the Texas Education Agency over a number of years. HISD is currently proposing to close Blackshear Elementary and re-open it to serve limited grades, while strategies to improve Cullen Middle School are also being explored. Strengthening local schools through increasing parent engagement, hiring qualified teachers and administrators, and creating partnerships with area universities, alumni and other organizations is important to the future of the community. The aim is for all area schools to not only meet the Texas Education Agency’s standards, but to exceed them.

Expand High Quality Early Childcare
According to data provided by Children at Risk, the Third Ward has over 3,000 early childcare seats.
A complete community is a learning community with high quality schools, early childcare, and out of school enrichment and support programs for children and youth.

Of these, 197 are subsidized and 638 are defined as “quality”, with 30 of these early childcare seats being Texas Rising Star certified. Children at Risk notes that there are 1,047 children in homes where parents are working, and 255 of these children are in low-income households. As a result, expanding the number of subsidized and quality childcare seats to meet the needs of low-income families will require, at minimum, an additional 59 subsidized and certified seats.

Provide Mentorship Opportunities for Youth
Nearly 500 households with children in the Third Ward are headed by single parents, and have incomes below the poverty level. Mentorship, enrichment, and leadership programs can help to encourage youth to succeed in school and life. The benefits of mentorship include improved academic performance and exposure to new ideas and careers. In addition, expanding experiences at area universities will widen the outlook of young people as they plan for their future careers. The goal is to guarantee that area youth have access to mentors to guide them, as well as the knowledge and support to prepare for college or other career paths.

Early Successes
The United Way, in partnership with the Mayor’s Office of Education, the Houston Endowment, and Harris County Department of Education launched the Out 2 Learn website, a directory of out of school programs for youth. Visit http://out2learnhou.org/.

The Houston Public Library has expanded youth programs at many Complete Communities libraries. Visit the Smith Neighborhood Library to learn more, http://houstonlibrary.org/location/smith-neighborhood-library.

The Mayor’s Office of Education held community meetings where successes, barriers, solutions, and recommendations to improve area schools were identified.

Of Third Ward residents over the age of 25 had a high school diploma in 2015

82%

Of Houston residents over the age of 25 had a high school diploma in 2015

77%

<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
</tr>
</thead>
</table>
| Expand Enrichment Programs for Children and Youth | Create a directory of out of school programs  
*ACTION STEPS:* Work in partnership with the United Way’s “Out 2 Learn” website to promote area out of school programs; Conduct outreach to ensure parents are familiar with the site and the opportunities available | ☺ |
|  | Partner with universities, community centers, the neighborhood library, parks, and non-profit organizations to expand out of school programs  
*ACTION STEPS:* Partner with organizations providing out of school programs to expand opportunities for youth, including programs available at the Smith Neighborhood Library; Partner with the Department of Neighborhoods to distribute promotional materials | ☺ |
| Strengthen Local Schools and Improve Student Success | Strengthen neighborhood schools and improve student success  
*ACTION STEPS:* Create partnerships between HISD schools, parents, students, alumni, teachers, area non-profits, and universities to strengthen area schools; Collaborate to identify key priorities; Re-evaluate school funding formulas that create inequity | ☺ |
|  | Strengthen community and parent teacher engagement in local schools, including participation in PTA/PTOs  
*ACTION STEPS:* Support parents’ voices in shaping the future of the schools; Create support groups to fundraise; Create opportunities to supervise field trips; Support tutoring and mentoring | ☺ |
|  | Hire qualified teachers and principals for area schools  
*ACTION STEPS:* Work in partnership with MOE and HISD to ensure the success of area schools through quality administration and teaching | ☺ |
|  | Participate in efforts to regain a middle school or middle school grades at an area elementary school  
*ACTION STEPS:* Work in partnership with HISD, parents, and others to explore the potential of a middle school in the community | ☺ |
| Expand High Quality Early Childcare | Expand access to quality and affordable early childhood education  
*ACTION STEPS:* Evaluate the existing early childcare programs for quality and affordability; Identify steps to expand subsidized centers, three existing centers are subsidized; Encourage centers to achieve Texas Rising Star or National certification, currently two centers are nationally certified | ☺ |
| Provide Mentorship Opportunities for Youth | Expand youth mentorship programs  
*ACTION STEPS:* Develop youth mentorship programs with local leaders and role models, including churches, universities, and the Hermann Park Rotary Club; Encourage youth to apply for Hire Houston Youth and other summer youth programs | ☺ |
|  | Create a college-bound experience program with area universities  
*ACTION STEPS:* Collaborate with area universities to provide college readiness courses and literacy, and other college-bound experience programs | ☺ |

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</tr>
</thead>
<tbody>
<tr>
<td>Short (0 - 2 yrs)</td>
<td>25% Increase in the number of students served by the Smith Neighborhood Library by 2023</td>
<td>LEAD: MOE</td>
<td>Out 2 Learn</td>
</tr>
<tr>
<td>SUPPORT: United Way, HISD, HPL, Area Universities, NTWNPP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LEAD: HPARD, MOE, HPL, DON, Area Universities</td>
<td>YAH Art-Promise Programs, YAH Assistance Fund, HPARD After School Enrichment Program, HPL After School and Summer Programs, FACE, Urban Harvest, US Dream Academy at Foster ES, HCC Southeast</td>
</tr>
<tr>
<td>SUPPORT: NTWNPP, HISD, Change Happens, SHAPE, Area Schools, Emancipation Park</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short (0 - 2 yrs)</td>
<td>All Area schools and feeder schools, including Blackshear, Lockhart, Cullen and Yates will meet or exceed TEA Standards by 2023</td>
<td>LEAD: HISD, MOE, UH</td>
<td>University of Houston Third Ward Initiative</td>
</tr>
<tr>
<td>SUPPORT: Area Universities, Alumni, Non-Profit Organizations and Churches, Area Schools, CIS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short (0 - 2 yrs)</td>
<td></td>
<td>LEAD: HISD, MOE</td>
<td>HISD FAME Program</td>
</tr>
<tr>
<td>SUPPORT: Area Schools</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td>LEAD: HISD, MOE</td>
<td></td>
</tr>
<tr>
<td>SUPPORT: Harris County Department of Education, UH, TSU</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Long (5+ yrs)</td>
<td></td>
<td>LEAD: HISD, MOE</td>
<td></td>
</tr>
<tr>
<td>Medium (2 - 5 yrs)</td>
<td>4 Number of Texas Rising Star or Nationally Certified Childcare Centers by 2023</td>
<td>LEAD: MOE, HISD</td>
<td>Collaborative for Children, College Bound from Birth, Workforce Solutions Childcare Subsidies, Avance Early Head Start Program, Federal Head Start Program, Texas Rising Star Program</td>
</tr>
<tr>
<td>SUPPORT: Collaborative for Children, NTWNPP, EEDC, UH, TSU</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short (0 - 2 yrs)</td>
<td></td>
<td>LEAD: MOE, DON</td>
<td>ACE Houston, Change Happens- Rescue Youth Program, Hire Houston Youth, DON Summer Youth Internship Program</td>
</tr>
<tr>
<td>SUPPORT: Change Happens, UH, TSU, MBK, Hermann Park Rotary Club, HISD, Area Schools, Workshop Houston</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td>LEAD: UH, TSU, HCC</td>
<td>ACE Houston, C-STEM, University of Houston Third Ward Initiative, HCC Southeast</td>
</tr>
<tr>
<td>SUPPORT: Change Happens, MOE, HPL, HISD, Area Schools</td>
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</tr>
</tbody>
</table>
HEALTH

Introduction
A healthy community is a complete community. In 2015, Third Ward residents had a higher rate of health insurance coverage than the city overall, 80% compared to 73% in Houston. Those without health insurance are less likely to get routine checkups.

The neighborhood was served by one federally qualified healthcare center at the Riverside Clinic, operated by Central Care, but this facility has recently closed. There are no other primary care physicians or family doctor offices in the neighborhood. 18% of residents were dependent on public transportation in 2015, which makes it difficult to access medical services outside of the neighborhood.

Preventative healthcare services in the neighborhood include the DAWN (Diabetes Awareness and Wellness Network) program at the Third Ward Multi-Service Center. This program, managed by the Houston Health Department, offers free wellness programming to those diagnosed with, and at risk for, diabetes. The Multi-Service Center also has services from Gateway to Care, a non-profit organization dedicated to ensuring everyone has access to affordable and accessible healthcare.

According to the Complete Community Health Profile for Third Ward, completed by the Houston Health Department, one-third of Third Ward residents did not get regular physical exercise outside of their job in 2013-2014, a slightly higher percent than Houston overall (29%). In addition, the same study reported that adult obesity rates in Third Ward were 40%, a number significantly higher than Houston’s at 35%.

A challenge in the Third Ward community is that available health programs and the needs of residents are not always aligned. As a result, working to improve communication so people can connect to the needed resources and services will ensure a healthier community.

Health Goals
The two goals developed to address health were compiled from existing Third Ward plans and studies as well as a series of community meetings. The focus of the goals is on improving access to quality health care and fresh and nutritious food. The goals are summarized here and provided in more detail on the following pages. The goals for health are:

Improve Access to Healthcare
Third Ward residents have identified access to healthcare as a key concern. Yet, according to the profile completed by the Health Department more adults in the Third Ward received routine check-ups (72%) than in Houston overall (67%). Ensuring people know about healthcare programs available in the community and improving and expanding outreach and visibility of these programs will increase neighborhood health and well-being. This includes expanding preventative care, health fairs, and outreach to ensure that people can access services.

80% Of Third Ward residents had health insurance in 2015
73% Of Houston residents had health insurance in 2015

Data Sources: ACS 2015 (5-yr); Complete Community Health Profile, Third Ward, Houston Health Department 2017
that enhance their well-being and have knowledge about the programs available in the community.

Expanding access to mental health care is an important part of this goal. The Houston Health Department profile found that 14% of the adults in the Third Ward neighborhood struggled with mental health for 14 days or more during 2013-2014. This average is greater than the Houston average of 12%.

**Increase Access to Healthy Food**

Much of the Third Ward has been designated a “food desert,” where affordable and nutritious food is difficult to access. The neighborhood is without a major grocery store or supermarket. NuWaters Co-op provides access to fresh fruits and vegetables, but primarily serves the northwest portion of the neighborhood. Overall, 25% of households in the Third Ward live in low-income census tracts, do not have a car, and are more than a mile from a grocery store, according to data provided by the USDA Food Desert Map. These 1,347 households, or approximately 3,600 residents, struggle to access fresh and affordable food for their families.

Expanding access to healthy food is an important goal, and can in part be addressed by expanding urban farms and gardens and supporting the existing gardens in the community. In addition, attracting a more comprehensive grocery store is included in the Economy and Jobs section of this Action Plan. This goal will be achieved when everyone living in the Third Ward has access to healthy food.

**72%** Of Third Ward adults (18+) received a routine check-up in 2013-2014

**67%** Of Houston adults (18+) received a routine check-up in 2013-2014

A complete community is a healthy community with access to high quality healthcare and fresh and nutritious food.
<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
</tr>
</thead>
</table>
| Improve Access to Healthcare | **Expand counseling and other supportive services to families**  
*ACTION STEPS:* Identify mental health needs in the community; Work with partners to address these needs and expand supportive services | ![Icon]  |
|                          | **Expand access to preventative healthcare**  
*ACTION STEPS:* Partner with health providers and organizations to raise awareness regarding the importance of wellness and methods for attaining and maintaining wellness | ![Icon]  |
|                          | **Support the development of a comprehensive health facility**  
*ACTION STEPS:* Partner with Harris County to re-open Riverside Hospital as a primary care-behavioral health facility to serve the community | ![Icon]  |
| Increase Access to Healthy Food | **Expand community gardens**  
*ACTION STEPS:* Identify sites and vacant lots for new gardens or urban farms; Identify policy barriers to urban farming; Create a campaign and educational support for backyard gardens; Develop partners for implementation; Connect local gardeners and growers with farmers markets or develop farm stands in the community; Connect community gardens to education to encourage and promote health, outdoor activity and nutrition through local food | ![Icon]  |
| (Also see Jobs and Economy) | **Expand amenities at existing community gardens**  
*ACTION STEPS:* Identify needs at existing sites, like Ecotone, Blodgett Urban Gardens and Alabama Gardens; Improvements might include electricity, lighting, wash stations, outdoor kitchens, fencing, seating; identify partners for funding and implementation of improvements; Connect local gardeners and growers with farmers markets or develop farm stands in the community | ![Icon]  |

**PLAN Legend:**
- Complete Communities Action Plan
- City of Houston Plans and CIP
- OST/Almeda TIRZ
- EEDC Plans and Studies
- Northern Third Ward Neighborhood Plan
- Houston Southeast Community Plan
### Health

<table>
<thead>
<tr>
<th>Timeframe</th>
<th>Metrics to Measure Success</th>
<th>Partners</th>
<th>Potential Programs</th>
</tr>
</thead>
</table>
| **Short** (0 - 2 yrs) | 80%                        | LEAD: HHD, MBK  
**Support:** NTWNPP, Third Ward,  
MSC, Universities, Wheeler Avenue,  
Triangle Ministries Inc., HISD, Area Schools, Avenue 360 | CIS-Mental Health Initiative, NAMI Greater Houston, UT Health |
| **Short** (0 - 2 yrs) | 80%                        | LEAD: HHD  
**Support:** NTWNPP, EEDC,  
TSU, Change Happens, Texas Medical Center, Third Ward,  
MSC, Third Ward Community Cloth, SHAPE, Churches, Wheeler Avenue Triangle Ministries, Area Healthcare Providers, Avenue 360 | UH Third Ward Initiative, Diabetes Awareness and Wellness Network |
| **Medium** (2 - 5 yrs) | 100%                       | LEAD: HHD  
**Support:** Harris County,  
University of Houston, Texas Medical Center, Baylor College of Medicine, Avenue 360 | Philanthropic Organizations |
| **Long** (5+ yrs) | 100%                       | LEAD: HHD  
**Support:** Plant It Forward,  
Harris County Master Gardeners,  
Houston Food Policy Work Group,  
Ecotone, EEDC | GRO1000, Health Department Gardening Classes |
| **Medium** (2 - 5 yrs) | 100%                       | LEAD: TSU, HCDD  
**Support:** Urban Harvest, Blodgett Community Garden, Alabama Gardens, Harris County Master Gardeners | - |

- Midtown Affordable Housing Plan (Summary)
Introduction
History is woven into the fabric of the Third Ward. Preserving historic housing is essential to preventing the displacement of residents and loss of history. In addition, providing high quality affordable housing is one of the most critical needs in the neighborhood.

Over the last decade, a widening gap has emerged between the number of available affordable units and the number of residents with moderate and low incomes. Development pressure is accelerating the loss of affordable housing as many older homes are demolished and replaced by new, high-end, single-family homes and townhomes. With new development property values are soaring, which could create property tax burdens for owners.

Housing Goals
The four housing goals established for the Third Ward Complete Community, created from existing plans and studies and a series of community meetings, focus on building new affordable housing, protecting existing owners and renters from displacement, preserving existing housing, and developing a shared vision and advocacy team to ensure future housing goals are both agreed upon and realized. The goals are summarized here and provided in more detail on the following pages. The housing goals are:

Build Housing for All
The number of housing units in the Third Ward declined between 2010 and 2015 by 6%. In 2010, the median price of a home in the Third Ward was $124,500; by 2015 this had risen to $180,500, a 45% increase. Housing is becoming increasingly out of reach for Third Ward residents, who had a median household income of $24,000 in 2015. Building new affordable renter and owner housing, incentivizing the inclusion of subsidized units in higher-density market rate projects, and establishing a Community Land Trust to preserve long-term affordability are all key to preventing displacement and ensuring that the area’s housing meets everyone’s needs. Three new housing projects are currently being developed by Row House CDC, Trinity East CDC, and PRH Preservation that would provide nearly 200 new affordable housing units in the neighborhood. Success will be measured by ensuring there is no net loss of affordable housing in the Third Ward and that affordability is maintained in the long-term.

Provide Protection from Displacement
The Third Ward community is home to far more renters than owners. In 2015, 71% of neighborhood households were renters, compared to 56% in the City of Houston. In the same year, eviction cases were filed against more than 700 renters—20% of area renter households. The number of homeowners declined by 18% between 2000 and 2010, and then rose slightly by 2015, reflecting new development in the area. Developing tools to protect renters in the neighborhood, including tenant counseling, emergency rental assistance, utility and credit assistance, eviction protection, and financial training,

50% Of Third Ward renters paid more than 30% of their income on housing in 2015

25% Of Third Ward owners paid more than 30% of their income on housing in 2015

can work to minimize displacement. Community homeowners also need tools to protect them from displacement, which would include filing for appropriate exemptions and creating new policies to relieve tax burdens on low-income and long-term owners in the community.

Repair and Preserve Existing Housing
Today, there are approximately 2,000 historic homes in the Third Ward that were built before 1940. These structures reflect the character of the community and are often affordable to both renters and owners. Despite this, too many of these units are in need of repair, while another 26% of community housing units sat vacant in 2015. To protect the character and history of the Third Ward, home repair programs will be promoted and expanded. Additionally, it is important to identify, purchase, move, and renovate historic housing to protect it from demolition. The intent is to secure the number of affordable housing units and to ensure that additional loss of historic housing is minimized.

Plan For Future Housing
The final goal is to create an affordable housing plan that defines the future objectives for Third Ward housing needs. The housing plan would drive both public and private investment in housing. Finally, a housing advocacy team will be created to continue to advocate for policies that prevent displacement, support existing residents, and encourage the construction of housing as identified in the housing plan.

Two-bedroom units affordable to rent for Third Ward families making 50% of the area median income ($31,200) in 2015

Total number of Third Ward renter households making 50% or less of area median income in 2015

A complete community is an affordable community with high quality housing accessible to people with a diversity of incomes, where existing residents are protected from displacement, historic homes are repaired and preserved, and where a shared vision shapes future development.
<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
</tr>
</thead>
</table>
| Build Housing for All | **Utilize tools to secure long-term housing affordability and prevent involuntary displacement**  
* ACTION STEPS: Utilize tools such as restrictions in development agreements, right of first refusal, residential covenants, liens, deed restrictions, affordable housing set-asides and the Community Land Trust (CLT) when financing multi-family or single-family housing |   |
| | **Build new affordable single-family housing**  
* ACTION STEPS: Develop partnerships between local organizations and Housing and Community Development (HCDD) for the construction of affordable single-family infill housing; Seek HCDD funding and foundation grants for building new housing at 80% of AMI or below (average cost per unit of $150,000); Explore the potential of this housing becoming part of the CLT; Ensure potential homeowners are informed of programs to assist first time homebuyers with down payment assistance and other grants |   |
| | **Build new affordable rental housing**  
* ACTION STEPS: Identify potential sites and concepts for quality multi-family/ mixed-use affordable rental housing in partnership with Housing and Community Development; Explore needs for senior housing; Identify funding and partners for implementation; Support the Affordable Housing Operations Center that will house organizations that provide quality, affordable, low- to moderate-income housing and transformational economic development |   |
| | **Incentivize mixed-use developers to include set-asides for housing that is priced below market**  
* ACTION STEPS: Partner with Housing and Community Development to develop policies and incentives for affordable housing set asides in market rate projects; Work in partnership with Planning and Development to identify tools to further incentivize these projects, such as fast track permitting |   |
| | **Develop programs and policies to support and protect renters**  
* ACTION STEPS: Develop renter assistance programs to ensure existing residents can remain in the neighborhood, including tenant counseling, emergency rental assistance, utility assistance, eviction protection, credit assistance, and financial training; Prioritize existing residents for new affordable housing; Explore “Just Cause” eviction controls and protection against rent increases |   |
| | **Provide tools and resources to protect area homeowners**  
* ACTION STEPS: Partner with Harris County Appraisal District, local non-profits, and Housing and Community Development to conduct Homestead Exemption Workshops and develop additional workshops on property taxes, exemptions (e.g. senior exemptions or historic preservation exemptions for renovations), wills, predatory lending, appraisals, and other information to safeguard homeowners; Explore tax abatement for long-term, income eligible homeowners to prevent displacement |   |

**PLAN Legend:**  
- Complete Communities Action Plan  
- City of Houston Plans and CIP  
- OST/Almeda TIRZ  
- EEDC Plans and Studies  
- Northern Third Ward Neighborhood Plan  
- Houston Southeast Community Plan  

32 Third Ward
<table>
<thead>
<tr>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short (0 - 2 yrs)</td>
<td><strong>0</strong> Net loss of affordable housing units by 2023</td>
<td>LEAD: HCDD, NTWNPP</td>
<td>Homebuyer Assistance Program, My First Texas Home, Mortgage Credit Certificate Program, Five-Star Texas Advantage Program, Urban League Homebuyer Education Programs, Black Realtors Association, LARA</td>
</tr>
<tr>
<td>Medium (2 - 5 yrs)</td>
<td><strong>496</strong> homes were affordable to families who owned their homes making 50% of Area Median Income (AMI)</td>
<td>LEAD: HCDD SUPPORT: Land Owners, Neighborhood Recovery CDC, EEDC, ECDP, NTWNPP, Row House CDC, Wheeler Avenue Triangle Ministries, Inc., CCPI</td>
<td></td>
</tr>
<tr>
<td></td>
<td>In 2000 there were 1006 homes affordable to families making 50% of AMI</td>
<td>LEAD: HCDD SUPPORT: Land Owners, Neighborhood Recovery CDC, EEDC, ECDP, NTWNPP, Row House CDC, Wheeler Avenue Triangle Ministries, Inc., OST/Almeda TIRZ, CCPI, HHA</td>
<td></td>
</tr>
<tr>
<td>Medium (2 - 5 yrs)</td>
<td><strong>1,170</strong> two-bedroom units affordable to rent for families making 50% of AMI</td>
<td>LEAD: HCDD, PDD, HPW SUPPORT: Neighborhood Recovery CDC, MRA, NTWNPP, Row House CDC, Wheeler Avenue Triangle Ministries, Inc.</td>
<td></td>
</tr>
<tr>
<td>Long (5+ yrs)</td>
<td></td>
<td>LEAD: HCDD, PDD, HPW SUPPORT: MRA, Row House CDC, Wheeler Avenue Triangle Ministries Inc., LISC, Change Happens, NTWNPP, Texas Low Income Housing Coalition, EEDC, ECDP, Faith-Based Organizations and CDCs, Earl Carl Institute at TSU, PDD</td>
<td>Urban Houston Framework, Advocate Legal Center</td>
</tr>
<tr>
<td>Short (0 - 2 yrs)</td>
<td><strong>70</strong> Renters will be protected from eviction each year, through financial or legal support, this is approximately 10% of the 722 eviction cases in 2015</td>
<td>LEAD: HCDD SUPPORT: DON, HCAD, EEDC, NTWNPP, Opal Mitchell Lee Property Preservation Project, LISC, Row House CDC, Wheeler Avenue Triangle Ministries Inc., Houston Area Urban League, Gulf Coast Community Services, local and national banks, Third Ward Multi-Service Center, SHAPE, UH Law Center, Earl Carl Institute at TSU</td>
<td>Homeowner Workshop Program, Advocate Legal Senior Center</td>
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*Midtown Affordable Housing Plan (Summary)*
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<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Provide Protection from Displacement (Continued)</strong></td>
<td>Inform and educate residents and civic clubs on existing preservation tools&lt;br&gt;&lt;br&gt;<strong>ACTION STEPS:</strong> Hold educational sessions on Lot Size/Building Line Ordinance, Yard Parking Ordinance, permitting notifications, land use controls and the platting process</td>
<td>〇</td>
</tr>
<tr>
<td><strong>Preserve historic housing</strong></td>
<td>Preserve historic housing that is at risk of demolition; Move and renovate identified housing to vacant infill lots; Prioritize developing restored housing as affordable</td>
<td>〇</td>
</tr>
<tr>
<td><strong>Repair and Preserve Existing Housing</strong></td>
<td><strong>Provide home repair assistance</strong>&lt;br&gt;&lt;br&gt;<strong>ACTION STEPS:</strong> Identify income eligible seniors and enroll them in Housing and Community Development’s Home Repair Program; Explore partnerships with area non-profit organizations to develop an additional home repair program that provides job training and employment to area residents, while also maintaining area homes</td>
<td>〇</td>
</tr>
<tr>
<td><strong>Plan For Future Housing</strong></td>
<td><strong>Combine community planning efforts that support affordable housing to create efficiencies where possible</strong>&lt;br&gt;&lt;br&gt;<strong>ACTION STEPS:</strong> Support development at the point of each including pre-development funding, gap financing, and constructions loans; Partner with the Housing and Community Development Department to provide input on the proposed citywide housing plan</td>
<td>〇</td>
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<tr>
<td></td>
<td>Create an affordable housing advocacy team to work with residents, city agencies, property owners, and developers on housing policy and programs&lt;br&gt;&lt;br&gt;<strong>ACTION STEPS:</strong> Identify a lead agency to organize the team and recruit area leaders and housing advocates</td>
<td>〇</td>
</tr>
<tr>
<td></td>
<td>Demolish abandoned structures to promote safety and make the land available for the construction of new affordable housing units&lt;br&gt;&lt;br&gt;<strong>ACTION STEPS:</strong> Remove dilapidated and abandoned houses; Accelerate the removal of dangerous buildings in coordination with the Department of Neighborhoods</td>
<td>〇</td>
</tr>
<tr>
<td></td>
<td>Hire dedicated staff to facilitate project implementation&lt;br&gt;&lt;br&gt;<strong>ACTION STEPS:</strong> Seek foundation support to engage a Project Manager in the Complete Communities area to oversee and manage project activities</td>
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</tbody>
</table>

**PLAN Legend:**
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</tr>
</thead>
<tbody>
<tr>
<td>Short (0 - 2 yrs)</td>
<td>LEAD: PDD</td>
<td>Support: Civic Clubs and Non-Profit Organizations</td>
<td>Lot Size/Building Line Ordinance, No Yard Parking Ordinance, Permitting Notifications</td>
</tr>
<tr>
<td>Medium (2 - 5 yrs)</td>
<td>LEAD: HCDD</td>
<td>Support: Change Happens, CDC, Wheeler Avenue Triangle Ministries, SHAPE, Generation One, Rebuilding Together Houston, Third Ward Multi-Service Center, Preservation Houston</td>
<td>National Trust for Historic Preservation</td>
</tr>
<tr>
<td>Short (0 - 2 yrs)</td>
<td>LEAD: HCDD</td>
<td>Support: Row House CDC, Change Happens, SHAPE, Generation One, Wheeler Avenue Triangle Ministries, Habitat for Humanity, Rebuilding Together Houston, NTWNPP, EEDC</td>
<td>HCDD Home Repair Program, Weatherization Assistance Program, Texas Ramp Project, Rebuilding Together Houston (including Roofs Over Houston, Interior Repair Program, Safe and Sound Program, Ramp Angels)</td>
</tr>
<tr>
<td>Short (0 - 2 yrs)</td>
<td>LEAD: PDD, HCDD</td>
<td>Support: NST Housing Workgroup, LISC, EEDC, NTWNPP, ECDP, local churches, local and national banks</td>
<td>Texas Pace Authority, Urban Houston Framework</td>
</tr>
<tr>
<td>Short (0 - 2 yrs)</td>
<td>LEAD: PDD, HCDD</td>
<td>Support: NST Housing Working Group, Row House CDC, Wheeler Avenue Triangle Ministries Inc., HAUS Project, EEDC, NTWNPP, ECDP, SN Council, NST</td>
<td>Advocate Senior Legal Center</td>
</tr>
<tr>
<td>Short (0 - 2 yrs)</td>
<td>LEAD: DON</td>
<td>Support: Local and National Banks; Foundations</td>
<td></td>
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</tbody>
</table>

Midtown Affordable Housing Plan (Summary)
MOBILITY and INFRASTRUCTURE

Introduction
A resilient community with quality infrastructure, including streets, sidewalks, and reliable public transit, makes a complete community. The Third Ward is well-served by public transit, including the Southeast Corridor Light Rail Line (Purple Line) which travels along Scott Street in the eastern portion of the neighborhood, and connects directly to Palm Center to the south and downtown to the north. The Purple Line provides further access to the North Corridor Light Rail Line and the East End Line. Many residents are dependent on public transit. In 2015, 18% of area households did not own a vehicle, compared to 6% in the City overall. As a result, 12% of workers used public transit to get to work, compared to 4% in Houston; an additional 17% walked or biked.

While the Third Ward is well-connected to the City by transit, the neighborhood streets, sidewalks, and crossings need improvement. Because so many residents depend on transit, the condition of sidewalks and the larger issue of walkability is key to creating a complete community, and connecting residents to opportunities across the city.

Mobility and Infrastructure Goals
There are four goals for mobility and infrastructure, developed from existing Third Ward plans and studies and a series of community meetings. The focus is on improving neighborhood mobility, building great streets, expanding bike lanes and facilities, and ensuring drainage systems are properly maintained and improved. The goals are summarized here and provided in more detail on the following pages. The goals for mobility and infrastructure are:

Improve Neighborhood Mobility
Third Ward is home to a high number of seniors and others who are transit dependent. As the Complete Communities initiative moves forward, working with neighborhood and City partners to ensure seniors and others have good mobility, through either accessible public transit or a neighborhood ride share program, will ensure families have options for visits to the doctor, bank, to buy groceries, or other essential trips. The goal includes exploring a community connector bus to serve seniors and exploring the potential extension of the Westheimer Bus Route east to the University of Houston. The long term goal is to ensure that public transit continues to be a viable option for mobility in the Third Ward.

Build Great Streets
The desire to improve the quality of life in the Third Ward is supported by the goal to build complete streets that accommodate all residents’ needs including access to public transit, sidewalks, and streetscaping. Priorities include improved and expanded sidewalks adjacent to community facilities, schools, and other essential services and a series of street improvements, including the northern portion of Emancipation Avenue. Streetscaping amenities include crosswalks, ramps, landscaping, and tree planting. Finally, establishing a special parking district would spark economic development and discourage nuisance parking on residential streets. By 2023, the

12% Of Third Ward workers ages 16 years and older rode public transit to work in 2015
4% Of Houston workers ages 16 years and older rode public transit to work in 2015

18% Of Third Ward households were without a vehicle in 2015
6% Of Houston households were without a vehicle in 2015

Data Source: ACS 2015 (5-yr); City of Houston GIS
A complete community is a resilient and connected community with public transit, complete streets, and quality infrastructure.

goal is to have ten miles of neighborhood sidewalk improvements complete.

Expand Bike Lanes and Facilities
In 2015, 17% of Third Ward workers over the age of 16 years walked or biked to work. The current neighborhood bike network includes the Columbia Tap Trail, the Brays Bayou Greenway Trail, and five miles of on-street bike lanes. Expanding this network of bike lanes and amenities will increase the comfort and opportunity of this alternative transportation method. This includes building new priority bike lanes in the community and expanding B-Cycle stations. Priority bike lanes include Tierwester, Emancipation, Tuam, and Scott Street. The goal is to construct a minimum of five miles of new bike routes throughout the neighborhood by 2023.

Improve Drainage
Severe flooding has impacted many Houston neighborhoods in recent years. However, the Third Ward is strategically located between Buffalo Bayou to the north and Brays Bayou to the south, in an area with minimum flood risk. Properly maintaining area ditches and right-of-ways will ensure that the flood risk in the community remains minimal. A properly maintained ditch not only reduces flooding concerns, but also enhances the health and quality of life of the neighborhood. Exploring the use of green infrastructure and other innovative storm water projects could help to support new resilient design strategies in the future.

Early Successes
The Emancipation Avenue corridor has been designated one of three pilot sites for the City of Houston’s Walkable Places program.

Mayor Sylvester Turner, Harris County Commissioner Rodney Ellis and other local leaders will implement the Bike Plan to improve bike and pedestrian safety through a new city-county partnership. Precinct One pledged $10M and the City of Houston $5.5M city-wide.
<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
</tr>
</thead>
</table>
| Improve Neighborhood Mobility | Neighborhood Ride Share Program  
*ACTION STEPS:* Develop a neighborhood ride share program or community connector bus focused on serving seniors; Explore a partnership with ARA/Park Houston to provide a Car Share Program | 🟢 |
| Improve public transit | ACTION STEPS: Work with METRO to explore transit improvements for the current long range plan, including the potential to extend the Westheimer bus route east to Emancipation Park and UH and a north-south bus route on Emancipation Avenue between the Texas Medical Center and downtown | 🟢 |
| Improve sidewalks and crossings | ACTION STEPS: Public Works is currently prioritizing the following sidewalk projects: Ennis, from Wheeler to Eagle; Nagle from Elgin to Rosalie; Elgin/Lockwood from Cullen to Eastwood; Ruth from Tierwester to Canfield; Identify additional sidewalk improvements adjacent to community facilities and essential services; Partner with the EEDC to advocate for sidewalk and high visibility crossing improvements adjacent to area schools | 🟢 |
| Improve area streets | ACTION STEPS: Partner with Public Works and the OST/Almeda TIRZ to improve streets, priorities include the northern section of Emancipation Avenue from McGowen to Pierce; Holman Street from Emanuel to Scott Street, Live Oak from Pierce to Truxillo Street, Hutchins from Pierce to Truxillo Street, Cullen from I-45 to Wheeler Ave; Include residential streets curb and gutter, cross walk striping, public utilities, street lights, wheelchair ramps, landscaping and tree planting | 🟠 |
| Parking District | ACTION STEPS: Partner with area businesses and organizations to develop strategies for a parking district to incentivize and maximize the potential for new development; Work with neighborhood associations to address nuisance parking on residential streets | 🟠 |
| Expand Bike Lanes and Facilities | Expand area bike lanes and facilities  
*ACTION STEPS:* Public Works has identified the following bike lane priorities: Tierwester St from Alabama to Brays Bayou; Emancipation Ave from Gray St to Blodgett St; Tuam St from Crawford St to Cullen Blvd; Scott St from Gulf Fwy to Tuam St; Explore on street bicycle lanes along Blodgett St; Identify additional key corridors and projects; Identify locations for additional bike racks and bike repair stations | 🟢 |
| Expand B-Cycle | ACTION STEPS: Partner with the Planning Department to identify additional locations for B-Cycle Stations, including at light rail stops | 🟢 |
| Right of way and drainage improvements | ACTION STEPS: Evaluate existing drainage and develop a plan for necessary improvements (focus on Columbia Tap Trail, Sampson, and Drew); Work with property owners to keep ditches and right-of-ways clean and well-maintained | 🟢 |
| Improve Drainage | Create green infrastructure at neighborhood sites prone to flooding  
*ACTION STEPS:* Partner with the City of Houston Resilience Office to identify potential sites for green infrastructure and other innovative storm water projects; Focus along I-69, Chartres St near Alabama St and Elgin; Co-sponsor workshops that share natural infrastructure techniques for storm water management | 🟠 |

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- Houston Southeast Community Plan
## MOBILITY and INFRASTRUCTURE

<table>
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<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Short</strong> (0 - 2 yrs)</td>
<td><strong>12%</strong></td>
<td>LEAD: ARA/Park Houston SUPPORT: METRO, NTWNPP, SN Council, NST, EEDC</td>
<td>ARA/Park Houston Car Share Program, METRO Next and Community Connectors</td>
</tr>
<tr>
<td><strong>Short</strong> (0 - 2 yrs)</td>
<td><strong>LEAD:</strong> ARA/Park Houston Car Share Program, METRO Next and Community Connectors</td>
<td>SUPPORT: HSE, EEDC, NTWNPP</td>
<td>METRO Next</td>
</tr>
<tr>
<td><strong>Short</strong> (0 - 2 yrs)</td>
<td><strong>10</strong> Miles of new or repaired sidewalks are constructed by 2023</td>
<td>LEAD: HPW SUPPORT: HSE, EEDC, SN Council, NST, NTWNPP, Area Schools, OST/Almeda TIRZ</td>
<td>Capital Improvement Plan, Community Development Block Grants, Safe Routes to Schools</td>
</tr>
<tr>
<td><strong>Long</strong> (5+ yrs)</td>
<td><strong>4.5</strong> Miles of new bike lanes are constructed by 2023</td>
<td>LEAD: HPW SUPPORT: HPB, Civic Clubs, NTWNPP, EEDC, HSE, HGAC</td>
<td>Houston Bike Racks Donation Program, Houston Bike Plan</td>
</tr>
<tr>
<td><strong>Short</strong> (0 - 2 yrs)</td>
<td><strong>1</strong> Green infrastructure project is constructed in the Third Ward by 2023</td>
<td>LEAD: HPW SUPPORT: Civic Clubs, OST/Almeda TIRZ, Rebuild Houston, NTWNPP, HSE</td>
<td>Houston B-Cycle Program</td>
</tr>
<tr>
<td><strong>Medium</strong> (2 - 5 yrs)</td>
<td><strong>1</strong> Green infrastructure project is constructed in the Third Ward by 2023</td>
<td>LEAD: City of Houston Resilience Office SUPPORT: HSE</td>
<td>Midtown Affordable Housing Plan (Summary)</td>
</tr>
<tr>
<td><strong>Medium</strong> (2 - 5 yrs)</td>
<td></td>
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</tr>
</tbody>
</table>

Source: ACS 2015
NEIGHBORHOOD CHARACTER

Introduction
The historic Third Ward is one of the original political wards in the City of Houston, and one of Houston’s oldest African American neighborhoods. Dating to the mid-19th century, there is a strong sense of community, history, culture, and identity—neighbors help neighbors, look out for one another, and for the neighborhood. The strong sense of community is anchored, and continues to be supported by, the organizations, institutions, churches, and non-profits working in the community.

The Third Ward is home to five historic landmark buildings and two dozen churches. In addition, there are many historic buildings that sit vacant or under-utilized, including the former Riverside Hospital and Nursing School. These buildings represent a significant opportunity for re-imagining and re-use. In addition, the vernacular shotgun houses preserved and re-used as an integral part of Project Row Houses, illustrates the impact of historic preservation. This combination of history, place, art, culture, and social practice is the foundation of a complete community.

Over the last several decades the Third Ward has experienced significant change. Vernacular housing has been demolished and replaced by high-end townhomes or new apartment buildings. As the Third Ward continues to develop, displacement is endangering families who have lived in the neighborhood for generations.

Neighborhood Character Goals
The three goals for neighborhood character, compiled from existing Third Ward plans and studies and a series of community meetings, focus on preserving and enhancing the neighborhood’s history and character, beautifying the neighborhood, and expanding arts initiatives. The goals are summarized here and provided in more detail on the following pages. The goals for neighborhood character are:

Preserve the Neighborhood’s History and Character
The Third Ward plays an important role in Houston’s history. With new development, the historic fabric of the neighborhood is at risk. Between 2010 and 2016 over 500 homes were demolished. Moving forward, the history and character of the neighborhood, including regulating the physical form of new development. New uses will be explored for vacant historic buildings and partnerships established to see the projects through to completion. Finally, a cultural trail project to connect businesses, historic landmarks, art organizations, parks and trails will be explored.

The goals are to strengthen the historic cultural legacy of the neighborhood and bring new opportunities, amenities, and employment to the neighborhood.
A complete community is a beautiful and interesting community with public art, historic neighborhoods, and strong identity and culture.

**Beautify Neighborhood**

The cleanliness and beauty of a neighborhood can build civic pride and encourage stewardship. The Third Ward, because of the many vacant lots, is plagued by both illegal dumping and overgrown lots. Community stakeholders have organized a number of neighborhood clean-ups over the last year. Through partnerships with the City, including Solid Waste and the Department of Neighborhoods, additional clean-ups will be organized and a concerted effort to maintain vacant lots established. The goal is to reduce 311 calls for illegal dumping by at least 25% in the next five years. Finally, working to enhance amenities along area streets, including new street lighting, planters, art and benches will support the civic pride, history, and culture of the community.

**Expand Public Art**

Public art has been an integral part of the Third Ward community for generations. Project Row Houses, an internationally recognized and awarded community and public art site, presently anchors the arts in the Third Ward and illustrates the power of the arts to create change. The goal is to build on the cultural and artistic legacy of Project Row Houses and other important arts sites throughout the neighborhood, by expanding public art in collaboration with the community, including youth. This includes both permanent and temporary art installations.

**Early Successes**

Houston Endowment granted funds to Project Row Houses to create a Public Art Plan.

The Mayor’s Office of Cultural Affairs is leading an inclusive cultural strategy to bring new programs and expand existing ones in each Complete Community. This includes four new Mini Murals, a Civic Art project, the Visit My Neighborhood grants, creative writing workshops, a Resident Artists Program (R.A.P), and a Neighborhood Poetry Project by Houston Poet Laureate, Deborah ‘DEEP’ Mouton.
<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preserve the character of the neighborhood</td>
<td>Preserve the character of the neighborhood&lt;br&gt;&lt;br&gt;&lt;em&gt;ACTION STEPS:&lt;/em&gt; Work in partnership with the city to explore the tools available to protect neighborhood character, including minimum lot size, setback, Walkable Places pilot, and other ordinances; Explore the potential of establishing a conservation district or other tools to regulate physical characteristics of new developments (e.g., building height, scale, and interface with public streets and sidewalks); Partner with the ECDP to create a Community Development Overlay District (CD-OD) to provide incentive-based guidelines for revitalization</td>
<td></td>
</tr>
<tr>
<td>Cultural Trail</td>
<td>Cultural Trail&lt;br&gt;&lt;br&gt;&lt;em&gt;ACTION STEPS:&lt;/em&gt; Join with other organizations to create a cultural trail through the Houston Southeast District and the Third Ward that connects businesses, historic landmarks, art institutions, and parks and open spaces; Explore the potential to extend this strategy to the Columbia Tap trail, including signage and public art; Develop B-Cycle tours on the trail</td>
<td></td>
</tr>
<tr>
<td>Re-use and adapt historic buildings for new uses</td>
<td>Re-use and adapt historic buildings for new uses&lt;br&gt;&lt;br&gt;&lt;em&gt;ACTION STEPS:&lt;/em&gt; Identify historic buildings that are underutilized or vacant; Partner with organizations, businesses, or others to create plans for re-using these resources; Focus efforts on Riverside Hospital and Blue Triangle Community Center; Initiate an effort to create a loan fund for the renovation of historic properties; Restore Emancipation as a commercial corridor</td>
<td></td>
</tr>
<tr>
<td>End illegal dumping</td>
<td>End illegal dumping&lt;br&gt;&lt;br&gt;&lt;em&gt;ACTION STEPS:&lt;/em&gt; Create a 311 campaign to encourage residents to report illegal dumping; Install enforcement cameras at area hot spots; Establish neighborhood teams/block captains or engage the HSE District to review footage and provide reports to the police; Establish a promotion and outreach campaign</td>
<td></td>
</tr>
<tr>
<td>Ensure property owners and renters keep lots clean and mowed</td>
<td>Ensure property owners and renters keep lots clean and mowed&lt;br&gt;&lt;br&gt;&lt;em&gt;ACTION STEPS:&lt;/em&gt; Work with the SN Council, area civic clubs and residents to report overgrown lots and to ensure lots are maintained; Advertise and identify a potential program to develop a community-led “mowdown” program (the City will partner with a non-profit organization to pay $50 - $100 for mowing, including providing equipment); Partner with DON to identify sites for the vacant lot emergency cuts of overgrown lots</td>
<td></td>
</tr>
<tr>
<td>Organize neighborhood clean ups</td>
<td>Organize neighborhood clean ups&lt;br&gt;&lt;br&gt;&lt;em&gt;ACTION STEPS:&lt;/em&gt; Develop a comprehensive strategy for community clean-ups; Organize clean-ups; Use Houston Southeast communications channels to address illegal dumping and litter control and co-sponsor workshops with civic organizations and the city on these topics</td>
<td></td>
</tr>
<tr>
<td>Place attractive benches, ornamental planters, decorative lighting, and trash bins on designated economic corridors</td>
<td>Place attractive benches, ornamental planters, decorative lighting, and trash bins on designated economic corridors&lt;br&gt;&lt;br&gt;&lt;em&gt;ACTION STEPS:&lt;/em&gt; Identify design strategies and key locations for amenities; Identify funding and implementation strategies</td>
<td></td>
</tr>
</tbody>
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</thead>
<tbody>
<tr>
<td>Medium (2 - 5 yrs)</td>
<td>2</td>
<td>Historic buildings are preserved and re-used by 2023</td>
<td>LEAD: PDD</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SUPPORT: EEDC, ECDP, PRH, Historic Preservation Department, Texas Preservation Trust Fund, Civic Clubs, SN Council, NST, Philanthropic Organizations</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Texas Preservation Trust Fund, Minimum Lot Size Ordinance, Prevailing Setback Ordinance, Walkable Places Program</td>
</tr>
<tr>
<td>Medium (2 - 5 yrs)</td>
<td>25%</td>
<td>Decline in the reports to 311 for Illegal Dumping from 2016 to 2023</td>
<td>LEAD: DON, PDD</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SUPPORT: HSE, Project Row Houses, NTWNPP, EEDC, HPB, HPARD, MOCA, HAA</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>DON Neighborhood Matching Grants, NEA Challenge America, MOCA + HAA Grants</td>
</tr>
<tr>
<td>Long (5+ yrs)</td>
<td></td>
<td></td>
<td>LEAD: PDD</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SUPPORT: HSE, NTWNPP, EEDC, PRH, Area CDCs, Universities, Preservation Houston, HCDD</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Texas Preservation Trust Fund</td>
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<td></td>
<td>LEAD: SWD, 311, HPD, DON</td>
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<td></td>
<td></td>
<td></td>
<td>SUPPORT: HSE, NTWNPP, Civic Clubs, SN Council, NST, Churches, EEDC, Keep Houston Beautiful</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DON Mowdown Program, Vacant Lot Emergency Cuts</td>
</tr>
<tr>
<td>Short (0 - 2 yrs)</td>
<td></td>
<td></td>
<td>LEAD: DON</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>SUPPORT: NTWNPP, EEDC, Civic Clubs, Churches, SN Council, NST</td>
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<tr>
<td></td>
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<td></td>
<td>Walk the Block Cleanups, Blast the Bandit, Volunteer Initiative Program (VIP)</td>
</tr>
<tr>
<td>Short (0 - 2 yrs)</td>
<td></td>
<td></td>
<td>LEAD: DON</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>SUPPORT: Civic Clubs, SN Council, NST, Churches, Schools, Universities, Keep Houston Beautiful, NTWNPP, EEDC, Team Up 2 Clean Up</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Walk the Block Cleanups, Blast the Bandit, Volunteer Initiative Program (VIP)</td>
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<tr>
<td>Medium (2 - 5 yrs)</td>
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<td>LEAD: DON, PDD</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>SUPPORT: HSE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DON Neighborhood Matching Grants, NEA Challenge America, Stronger Region, NEA Art Works, Scenic Houston Streetscape Resource Guide</td>
</tr>
</tbody>
</table>
GOAL PROJECTS PRIORITY

Expand public art in collaboration with the community
ACTION STEPS: Integrate public space, history, and culture by creating community art installations; Partner with various arts programs to explore permanent/temporary art installation opportunities; Work with Houston Arts Alliance and MOCA to ensure that the community has input into selected art works; Partner with MOCA, HAA, Houston Public Library and others on four new Mini Murals, a Civic Art project, the Visit My Neighborhood grants, a Resident Artist Program (R.A.P.), creative writing workshops and a Neighborhood Poetry Project by the Houston Poet Laureate, Deborah 'DEEP' Mouton

Engage youth in public art
ACTION STEPS: Develop a youth public art program to design, build and install public art; Explore a program to design trashcans or “art cans”; Identify and implement additional youth art programs

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<tr>
<td>Medium</td>
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<td><strong>NEIGHBORHOOD CHARACTER</strong></td>
<td></td>
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<tr>
<td><strong>(2 - 5 yrs)</strong></td>
<td></td>
<td><strong>10</strong> New public art projects in the community by 2023</td>
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<tr>
<td></td>
<td></td>
<td><strong>LEAD:</strong> MOCA</td>
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<td></td>
<td><strong>SUPPORT:</strong> HAA, HPL, HSE, EEDC, NTWNPP, Project Row Houses, SN Council, NST, Civic Clubs, SHAPE, local organizations, area businesses, philanthropic organizations, TSU</td>
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<td></td>
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<td>NEA Art Works, NEA Challenge America, MOCA + HAA Grants</td>
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</tr>
<tr>
<td>Short</td>
<td></td>
<td><strong>(0 - 2 yrs)</strong></td>
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<td><strong>LEAD:</strong> MOCA</td>
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<td><strong>SUPPORT:</strong> NTWNPP, EEDC, Project Row Houses, SN Council, NST, Civic Clubs, HSE, local organizations, area businesses, philanthropic organizations, TSU, METRO, TUTS</td>
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<td>NEA Art Works, NEA Challenge America, Houston Arts Alliance, Neighborhood Matching Grants, YAH: Dance, Puppetry, Music, Literary Arts, Theater, Visual Arts Workshops and Performances, Community Music Center of Houston</td>
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PARKS and COMMUNITY AMENITIES

Introduction
Access to quality parks and open spaces has long been an important element of the Third Ward neighborhood. In 1872, a group of African American ministers and businessmen purchased the land that became Emancipation Park. The historic park is the focus of community celebrations, culminating in the annual Juneteenth Celebration.

Today, the Third Ward has four parks: Emancipation, Leroy Moses, Malone, and Our Park. A corner of the spacious, 83-acre MacGregor Park falls in the far southeastern corner of the neighborhood. The four parks encompass just under 14 acres. The 2015 City of Houston Parks and Recreation Master Plan recommended 2.5 acres per 1,000 residents as a standard for the combined area of neighborhood, community, and pocket parks. Based on this recommendation, the Third Ward has a 21-acre park deficit. The highest need for park access, according to the Trust for Public Land’s ParkScore Map, is in the southeast sector of the Third Ward and in the University Village neighborhood on the northeast side.

Outside of formal park spaces, many informal gatherings and spontaneous social activities occur in open spaces across the neighborhood. There are many opportunities to build on these informal gatherings and develop small open spaces into usable public green spaces or plazas. This includes vacant lots, property owned by local non-profits, and campus green spaces at area schools.

Parks and Community Amenities Goals
The two goals established for parks and community amenities, compiled from existing Third Ward plans and studies and a series of community meetings, focus on expanding access to public open spaces and improving area parks. The goals are summarized here and provided in more detail on the following pages. The goals for parks and community amenities are:

Expand Access to Public Open Spaces
To ensure that all Third Ward residents are within a 10-minute walk of a park additional park space must be developed, particularly in the eastern portion of the neighborhood. Identifying vacant land, or other opportunities to acquire land for new parks, is a priority in this area. In addition, partnerships with area schools provide opportunities to bring SPARK Parks to the neighborhood. Currently, a SPARK Park is being developed at Lawson Academy through generous contributions from the Kinder Foundation and Houston Endowment.

Finally, identifying vacant sites along Emancipation Avenue, adjacent to area schools, churches, and
community centers, to develop pocket parks or plazas can provide expanded access to parks and green spaces in the neighborhood. The goal is to ensure that 100% of area families have access to a park within a 10-minute walk.

**Improve Area Parks**

Many programs and events occur in the signature Emancipation Park, which recently received a $33 million renovation. Promoting these events and programs through banners or other environmental graphics will increase engagement with the resources available at the park. The smaller parks in the neighborhood require an assessment of needed improvements, including maintenance, upgrading playground equipment, and other amenities. Establishing strong partnerships between community stakeholders and the Houston Parks and Recreation Department will ensure that these parks receive improvements that meet the needs of the community.

---

**ParkScore Map**

*Trust for Public Land*

- Area Served by Parks
- High Need for Parks
- Very High Need for Parks
- Emancipation Park
- Malone Park
- Leroy Moses Park
- Our Park
- Columbia Tap Trail

---

**14 Acres**  
Total Third Ward Park Acres

**34 Acres**  
Recommended park area based on standards in the Houston Parks Master Plan 2015

**20 Acres**  
Total Third Ward Park Deficit

Data Sources: City of Houston GIS, Trust for Public Land ParkScore Map and Index, 2017; City of Houston Parks Master Plan 2015
<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expand Access to Parks and Public Open Spaces</td>
<td><strong>Build a new park in the University Village neighborhood</strong>  &lt;br&gt; <em>ACTION STEPS:</em> Work in partnership with the University Village Civic Club to identify potential properties for a new park that would meet the identified park needs (see HPARD Master Plan) in this section of the neighborhood; Work in partnership with the Parks Department and other local organizations to design and fund the new park</td>
<td><img src="Image" alt="Priority Level 1" /></td>
</tr>
<tr>
<td></td>
<td><strong>Advocate for additional SPARK Parks in the community, particularly at Blackshear Elementary and Baylor College of Medicine Academy at Ryan</strong>  &lt;br&gt; <em>ACTION STEPS:</em> Work in partnership with area schools to develop Spark Park design concepts; Form partnerships for funding, implementation and long term maintenance</td>
<td><img src="Image" alt="Priority Level 1" /></td>
</tr>
<tr>
<td></td>
<td><strong>Create pocket parks along Emancipation Avenue</strong>  &lt;br&gt; <em>ACTION STEPS:</em> Identify vacant properties and ownership along Emancipation Avenue; Develop design concepts for vacant lots; Create partnerships for funding and implementation</td>
<td><img src="Image" alt="Priority Level 1" /></td>
</tr>
<tr>
<td></td>
<td><strong>Re-purpose vacant lots as mini-parks, plazas or urban gardens, particularly adjacent to schools and churches</strong>  &lt;br&gt; <em>ACTION STEPS:</em> Identify vacant sites adjacent to schools, churches and community centers, or in areas in need of park access; develop design concepts and funding strategies</td>
<td><img src="Image" alt="Priority Level 1" /></td>
</tr>
<tr>
<td></td>
<td><strong>Develop environmental graphics or interactive signage for Emancipation Park to advertise park programs and special events</strong>  &lt;br&gt; <em>ACTION STEPS:</em> Work in partnership with the Parks Department and area organizations to develop and fund new signage and graphics for Emancipation Park</td>
<td><img src="Image" alt="Priority Level 1" /></td>
</tr>
<tr>
<td>Improve Area Parks</td>
<td><strong>Improve existing parks, Leroy, Malone and Our Park</strong>  &lt;br&gt; <em>ACTION STEPS:</em> Work in partnership with HPARD and community stakeholders to assess needed improvements at area parks, including maintenance, playground equipment and other amenities</td>
<td><img src="Image" alt="Priority Level 1" /></td>
</tr>
</tbody>
</table>

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<td>Medium</td>
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<td><strong>LEAD:</strong> HPARD&lt;br&gt;<strong>SUPPORT:</strong> HPB, Philanthropic Organizations, HSE, Harris County Precinct 1, University Village Civic Club</td>
<td>Kaboom! Grants Program, Harris County Precinct 1 Park Smart Project</td>
</tr>
<tr>
<td>Long</td>
<td>100%</td>
<td><strong>LEAD:</strong> SN Council, NST&lt;br&gt;<strong>SUPPORT:</strong> HISD, SPARK Parks, NTWNPP, EEDC, Philanthropic Organizations</td>
<td>SPARK Park Program</td>
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<tr>
<td>Long</td>
<td>100%</td>
<td><strong>LEAD:</strong> HPARD&lt;br&gt;<strong>SUPPORT:</strong> EEDC, ECDP, NTWNPP, HPB, Philanthropic Organizations, Harris County Precinct 1</td>
<td>Kaboom! Grants Program, Harris County Precinct 1 Park Smart Project, Main Street Program</td>
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<tr>
<td>Long</td>
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<td><strong>LEAD:</strong> HPARD&lt;br&gt;<strong>SUPPORT:</strong> NTWNPP, EEDC, Project Row Houses, Change Happens, SHAPE, Civic Clubs, HSE, Philanthropic Organizations, Harris County Precinct 1 Park Smart Project, PDD, Area Churches, Schools and Community Centers</td>
<td>Kaboom! Grants Program, Harris County Precinct 1 Park Smart Project</td>
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<tr>
<td>Short</td>
<td>2</td>
<td><strong>LEAD:</strong> HPARD&lt;br&gt;<strong>SUPPORT:</strong> HSE, OST/Almeda TIRZ, Philanthropic Organizations</td>
<td>National Endowment for the Arts Grants, Philanthropic Grants</td>
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<tr>
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<td>Kaboom! Grants Program</td>
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</table>

- **Midtown Affordable Housing Plan (Summary)**

### Metrics to Measure Success

- **Medium (2 - 5 yrs)**
  - **LEAD:** HPARD
  - **SUPPORT:** HPB, Philanthropic Organizations, HSE, Harris County Precinct 1, University Village Civic Club
- **Long (5+ yrs)**
  - **LEAD:** SN Council, NST
  - **SUPPORT:** HISD, SPARK Parks, NTWNPP, EEDC, Philanthropic Organizations
- **Long (5+ yrs)**
  - **LEAD:** HPARD
  - **SUPPORT:** EEDC, ECDP, NTWNPP, HPB, Philanthropic Organizations, Harris County Precinct 1
- **Long (5+ yrs)**
  - **LEAD:** HPARD
  - **SUPPORT:** NTWNPP, EEDC, Project Row Houses, Change Happens, SHAPE, Civic Clubs, HSE, Philanthropic Organizations, Harris County Precinct 1 Park Smart Project, PDD, Area Churches, Schools and Community Centers
- **Short (0 - 2 yrs)**
  - **LEAD:** HPARD
  - **SUPPORT:** HSE, OST/Almeda TIRZ, Philanthropic Organizations
- **Short (0 - 2 yrs)**
  - **LEAD:** HPARD
  - **SUPPORT:** Philanthropic Organizations, HSE
SAFETY

Introduction
Safety is an important key to building a healthy and thriving community. The Third Ward is served by the Houston Police Department’s South Central Division. Crime statistics for the area, compiled for police beat 10H50, indicate elevated crime levels compared to Houston overall. In 2016, the neighborhood’s property crime rate was 8% higher than the City and the violent crime rate was nearly three times higher than the Houston average. The areas with the highest concentration of crime were along Scott and Alabama Street, two major corridors.

By focusing on neighborhood-based crime prevention programs, community policing, crime prevention through environmental design, and strong neighborhood partnerships with law enforcement agencies, crime can be reduced in the Third Ward.

Safety Goals
The two goals for safety were compiled from existing Third Ward plans and studies as well as a series of community meetings. The focus of the goals is on implementing safety measures throughout the neighborhood, including improving street lighting, addressing crime hotspots, and developing stronger relationships between the community and law enforcement agencies. The goals are summarized here and provided in more detail on the following pages. The goals for safety are:

Create Safe Streets and Places
Creating safe streets and places across the neighborhood includes addressing crime hot spots through improved street lighting and focused crime prevention efforts. This includes using crime prevention through environmental design principles, such as natural surveillance and maintenance, to enhance the sense of safety. Adequate street lighting creates a sense of security, particularly in the evening. Through the planning process and crime mapping analysis, a number of corridors have been identified to focus streetlight improvement efforts including: Emancipation Avenue, Scott Street, Elgin Street, Alabama Street and McGowen Street. In areas that are crime hot spots, it is critical to have partnerships across law enforcement agencies, including the Houston Police Department, University of Houston, Texas Southern University, Harris County Sheriff’s Office, and METRO Police. Creating partnerships across these law enforcement agencies and increasing police presence in the neighborhood will also work to prevent crime, and assist with reducing the property and violent crime rates in the long term.

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| Scott Street and Elgin Street Intersection | 2705 | Violent Crime Rate per 100,000 in Third Ward, 2016 |
| 1026 | Violent Crime Rate per 100,000 in Houston, 2016 |
A complete community is a safe community where the community and law enforcement work together to reduce crime and increase the sense of security throughout the neighborhood.

**Advocate for Community-Based Policing**

The perception of safety is important to social cohesion and the quality of life in a community. One of the best strategies to reduce crime is for the community and law enforcement to develop partnerships and share responsibility. This can be achieved by encouraging civic clubs and residents to establish block captains and participate in HPD’s Positive Interaction Program. In addition, developing an outreach program to provide materials on the different ways to contact the police and to report nuisances and other non-emergencies will help build bridges between the community and law enforcement.

Finally, expanding police presence in the neighborhood through bike patrols and partnerships with the Houston Southeast Management District will support shared efforts to reduce crime. The five-year aim is to increase participation in the Positive Interaction Program and ensure that area civic clubs submit annual “action requests” to focus police efforts on key safety challenges in the community.

**Third Ward Crime Map**

Legend:
- Crime Low
- Crime High
- HPD Substation
- UHPD Station
- Security Cameras Needed
- Purple Line, Light Rail Stop
- METRO Purple Line

**Early Successes**

The Code Enforcement Division has surveyed streetlights in each Complete Community every four months to identify broken lights and report to CenterPoint for repair. Since August of 2017 twenty streetlights have been reported in the Third Ward.

Houston Police Department’s South Central Division recently received 18 new bikes and will begin expanding their bike patrol in the area in the coming months.

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**Property Crime Rate per 100,000**

- **Third Ward, 2016**: 4702
- **Houston, 2016**: 4321

<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Improve street lighting</td>
<td>ACTION STEPS: Work in partnership with Code Enforcement, who is surveying area streetlights, reporting broken lights and working with CenterPoint for repair; Civic leaders should also report streetlight outages to Code Enforcement or CenterPoint; Install new lighting in areas that are not well-lit</td>
<td>🟢</td>
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<tr>
<td>Use Crime Prevention Through Environmental Design (CPTED) principles to enhance the sense of safety</td>
<td>ACTION STEPS: Work in partnership with HPD’s Differential Response Team to provide CPTED training to area businesses, apartments and other property owners; Work with area property owners to make needed improvements to enhance safety</td>
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</tr>
<tr>
<td>Install security cameras in crime hot spots</td>
<td>ACTION STEPS: Partner with the Houston Southeast District or others to identify crime hotspots and deploy mobile security cameras</td>
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<tr>
<td>Address crime hot spots throughout the community</td>
<td>ACTION STEPS: Create partnerships across law enforcement agencies to provide more police presence and patrols at crime hot spots, including convenience stores, apartments and along the Purple Line (light rail)</td>
<td>🔴</td>
</tr>
<tr>
<td>Create a block captain program</td>
<td>ACTION STEPS: Organize civic clubs, residents and leaders to create block captains; Work with block captains to identify key safety priorities and challenges; organize National Night Out and other informal events to bring law enforcement together with residents to build trust</td>
<td>🟢</td>
</tr>
<tr>
<td>Participate in South Central Division Positive Interaction Program (PIP) Meetings</td>
<td>ACTION STEPS: Encourage civic leaders to attend PIP meetings; Develop quarterly or semi-annual priorities for the neighborhood to present at PIP meetings, or submit “action requests” which identify key issues and can be emailed, faxed, mailed, or delivered to HPD South Central Division</td>
<td>🟢</td>
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<tr>
<td>Advocate for additional bike patrol</td>
<td>ACTION STEPS: Identify key areas that would benefit from bike patrol; Work in partnership with the South Central Division that recently received 18 bikes to expand bike patrol</td>
<td>🔴</td>
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<tr>
<td>Create a safety campaign to encourage residents to use the police non-emergency number to report suspicious activity</td>
<td>ACTION STEPS: Provide outreach materials to inform residents on the ways to reach the police, including Facebook, NextDoor, calling dispatch or email</td>
<td>🔴</td>
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<tr>
<td>Work in partnership with HPD to identify other programs to improve community relationships</td>
<td>ACTION STEPS: Provide information to area leaders and residents on HPD programs, such as the Citizens Police Academy and the re-launch of the Police Athletic League (PALS), a youth crime prevention program that utilizes educational, athletic and recreational activities to create trust and understanding between police officers and youth.</td>
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<tr>
<td>TIMEFRAME</td>
<td>METRICS TO MEASURE SUCCESS</td>
<td>PARTNERS</td>
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<td>-----------</td>
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</tr>
<tr>
<td><strong>Medium</strong> (2 - 5 yrs)</td>
<td><strong>25%</strong> Reduction in the violent crime rate by 2023</td>
<td>HPW, Code Enforcement, NTWNPP, Project Row Houses, Change Happens, SHAPE, EEDC, Churches, Civic Clubs, CenterPoint</td>
</tr>
<tr>
<td><strong>Medium</strong> (2 - 5 yrs)</td>
<td><strong>25%</strong> Reduction in the violent crime rate by 2023</td>
<td>HPD, DRT</td>
</tr>
<tr>
<td><strong>Short</strong> (0 - 2 yrs)</td>
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<td>HPD</td>
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<td>HPD</td>
</tr>
</tbody>
</table>
The Complete Communities initiative would not have been possible without the commitment and dedication of the Complete Communities Advisory Committee and the Third Ward Neighborhood Support Team (NST). The Advisory Committee, comprised of community leaders and advocates, ensured that the program structure was inclusive, promoted public-private partnerships, and worked effectively and efficiently. The Third Ward NST guided the planning process and shaped the initiative at the local level. This team has joined with the Greater Third Ward Super Neighborhood Council to oversee implementation of this Plan. We thank everyone for their time and commitment to the Complete Communities initiative.

Complete Communities Advisory Committee
Claudia Aguirre, BakerRipley
Hazem A. Ahmed, Integrity Bank
Lauren Anderson, Houston Ballet
Tomaro Bell, Super Neighborhood Alliance
Angela Blanchard, BakerRipley
Robert Burroughs, Roberta F. Burroughs & Associates
Rogene Gee Calvert, Outreach Strategists
Veronica Chapa Gorczynski, Greater East End Management District
Paul Charles, Neighborhood Recovery CDC
Etta Crockett, Acres Home Super Neighborhood
Kathy Bluford Daniels, Super Neighborhood Alliance
Tanya Debose, Independence Heights Redevelopment Council
Frances Dyess, Houston East End Chamber of Commerce
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Michael Huffmaster, Super Neighborhood Alliance
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Roy Malonson, Acres Home Chamber of Commerce
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Participants
This list was compiled from sign-in sheets at the community meetings. We apologize for any misspellings or omissions.

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The Complete Communities initiative is supported by over 200 representatives of 27 City Departments and partner organizations. We thank you.

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Asst Chief Sheryl Victorian
Officer Ashton Bowie
Lieutenant Christopher Davis
Sergeant Michael Donato
Lieutenant Alberto Elizondo
Sergeant Frank Escobedo
Exec Asst Chief Troy Finner
Sergeant Eric V. Flores
Captain Harlan Harris
Officer Jorge Herrera
Officer Jose Herrera
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Sergeant Va’Shawnda McLean
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Complete Communities
http://houstontx.gov/completecommunities/
Phone: 832-393-6600
Beat 10H70
Concerted Revitalization Plan ("CRP") Application Packet

The purpose of the packet is to formalize the process by which Concerted Revitalization Plans ("CRP") are described and submitted pursuant to 10 TAC §11.9(d)(7) of the Qualified Allocation Plan ("QAP"). The CRP and all supporting documentation must be uploaded to the Department's ServU system along with this packet, as a separate document from the Application. Refer to the Multifamily Programs Procedures Manual posted at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm for an explanation of the process to set-up a Serv-U Account if needed.

Application # 19299 Development Name 2222 Pierce
Development City Houston Development County Harris

☒ The Application claims no points under 10 TAC §11.9(c)(4) related to Opportunity Index.

My Development Site is located in an area that is:

☒ Urban
☐ Rural (skip to page 4 of the packet)

☒ My Development Site is located in a distinct area known locally as (or named by the CRP as) Tax Increment Reinvestment Zone 7, OST/Almeda that is larger than the assisted housing footprint.

☒ This packet includes a description of the area targeted for revitalization, including common attributes and problems, which can be found at (document name, page number(s), etc) Pg 1, 3-5.

☒ This packet includes a description of how this area was once vital and how it has lapsed into a condition requiring concerted revitalization, which can be found at (document name, page number(s), etc) Pg 4-5; Pg 30.

☒ A CRP covering the area mentioned above has been developed and executed. The CRP consists of the following local planning document(s):

  Creation of Tax Increment Reinvestment Zone Number 7, OST / Almeda – City of Houston, Texas, Ordinance No. 97-478

  Project Plan and Reinvestment Zone Financing Plan, and 6th Amendment to Plan – City of Houston, Texas, Ordinance No. 97-539 and 2016-957

☒ The document(s) is included in its entirety.

☐ The document(s) can be found online at _____.

NOTE: Per the requirements of 10 TAC §11.9(d)(7)(A)(ii), a plan may consist of one or multiple, but complementary, local planning documents that together create a cohesive agenda for the plan’s specific area. No more than two (2) local plans may be submitted for each proposed Development. A Consolidated Plan, One-year Action Plan or any other plan prepared to meet HUD requirements will not meet the requirements, unless evidence is presented that additional efforts have been undertaken to meet the requirements in the QAP. The concerted revitalization plan may be a Tax Increment Reinvestment Zone ("TIRZ") or Tax Increment Finance ("TIF") or similar plan. A city- or county-wide comprehensive plan, by itself, does not equate to a concerted revitalization plan.
The URBAN CRP meets the following criteria as required by 10 TAC §11.9(d)(7)(A)(iii)(I-IV):

1. The concerted revitalization plan, or each of the local planning documents that compose the plan, must have been adopted by the municipality or county in which the Development Site is located.
   - This packet includes the resolution(s) adopting the plan or local planning documents that compose the plan; or
   - This packet includes the resolution(s) of delegation and other evidence in the form of certifications by authorized persons confirming the adoption of the plan(s) and budget(s).

2. The problems in the revitalization area must be identified through a process in which affected local residents had an opportunity to express their views on problems facing the area, and how those problems should be addressed and prioritized. A description of eligible problems for a CRP are found at 10 TAC §11.9(d)(7)(A)(iii)(II)(a) through (c).
   - A description of the process for public input on the problems in the plan can be found at (document name, page number(s), etc) Pg. 2-3, 22, 54.
   - A description of the problems identified by the process can be found at (document name, page number(s), etc) Pg. 4-5, 63.
   - A description of how the process determined how the problems should be addressed and prioritized can be found at (document name, page number(s), etc) Pg 27, 30, 31.

3. The goals of the adopted plan must have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable. This funding must be flowing in accordance with the plan, such that the problems identified within the plan are currently being or have been sufficiently addressed.
   - A description of the goals of the plan can be found at (document name, page number(s), etc) Pg. 27, 30, 31.
   - A description of the plan's timetable can be found at (document name, page number(s), etc) 9, 27, 55-56, 61, 63.
   - A description of sufficient, documented and committed funding for the plan can be found at (document name, page number(s), etc) 33, 93-105, which documents at least $173,167,049 in funding for the plan.
   - Evidence that the funding has been flowing to address the problems identified in the plan, or that the problems have been sufficiently addressed, can be found at (document name, page number(s), etc) Pg. 7, 93-105.

4. The plan must either be current at the time of Application and must officially continue for a minimum of three years thereafter OR the work to address the items in need of mitigation or rehabilitation has begun and, additionally, the Applicant must include confirmation from a public official who oversees the plan that accomplishment of those objectives is on schedule and there are no budgetary or other obstacles to accomplishing the purposes of the plan.
   - The plan is current at the time of Application, and the effective period for the plan is January 1, 1998 – December 31, 2038 and can be found at (document name, page number(s), etc) Pg. 9, 55; or
   - Evidence that the work to address problems in the plan has begun can be found at (document name, page number(s), etc) _____; AND.
   - Confirmation from a public official that accomplishment of those objectives is on schedule and there are no budgetary or other obstacles can be found at (document name, page number(s), etc) _____.

Provide any comments or additional information in the box below, if applicable.
**URBAN CRP Requested Scoring.** Points may be selected under 1, 2, and 3 below for no more than a total of 7 points.

1. Applications will receive four (4) points for a letter from the appropriate local official providing documentation of measurable improvements within the revitalization area based on the targeted efforts outlined in the plan and in reference to the requirements of 10 TAC §11.9(d)(7)(A)(iii)(I-IV). The letter must also discuss how the improvements will lead to an appropriate area for the placement of housing.
   - A letter from a public official is included in this packet (an adopted resolution may be submitted in place of a letter).

2. Applications may receive (2) points in addition to those above if the Development is explicitly identified in a resolution by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality or county (as applicable).
   - An adopted resolution from the city of _____ is included in this packet (a letter MAY NOT be submitted in place of a resolution).
   - An adopted resolution from _____ county is included in this packet (a letter MAY NOT be submitted in place of a resolution).

**NOTE:** A municipality or county may only identify one Development per CRP area during each Application Round for the additional points under this subclause, unless the concerted revitalization plan includes more than one distinct area within the city or county, in which case a resolution may be provided for each Development in its respective area. The resolution from the Governing Body of the municipality or county that approved the plan is required to be submitted in the Application. If multiple Applications submit resolutions under this subclause from the same Governing Body for the same CRP area, none of the Applications shall be eligible for the additional points, unless the resolutions address the respective and distinct areas described in the plan.

3. Applications will receive (1) point in addition to those under 1. and 2. above if the development is in a location that would score at least 4 points under Opportunity Index, §11.9(c)(4)(B), except for the criteria found in §11.9(c)(4)(A) and subparagraphs §11.9(c)(4)(A)(i) and §11.9(c)(4)(A)(ii).
   - Development Site is within the required radius of the eligible amenities and/or services listed below, pursuant to §11.9(c)(4)(B)(i) of the QAP.
   - A map showing the Development Site, location of and distance to the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

<table>
<thead>
<tr>
<th>Grocery Store – Randall's</th>
<th>Health Facility – St Joseph Medical Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pharmacy – Randall's</td>
<td>Indoor Recreation - YMCA</td>
</tr>
<tr>
<td>Child Care – La Branch Child Development Center</td>
<td></td>
</tr>
<tr>
<td>Accredited University – University of Houston</td>
<td></td>
</tr>
</tbody>
</table>

Provide any comments or additional information in the box below, if applicable.
The RURAL CRP meets the following criteria as required by 10 TAC §11.9(d)(7)(B)(i-iii):
Points may be selected under 1, 2, and 3 below for no more than a total of 7 points.

1. Applications will receive 4 points for the Rehabilitation or demolition and Reconstruction of a development in a rural area that has been leased at 85% or greater for the six months preceding Application by low income households and which was initially constructed 25 or more years prior to Application submission as either public housing or as affordable housing with support from USDA, HUD, the HOME program, or the CDBG program.
   - The Application proposes Rehabilitation; or
   - The Application proposes demolition and Reconstruction; and
   - Evidence that the development has been leased at 85% or greater for the six months preceding Application by low income households can be found at (document name, page number(s), etc) _____; and
   - Evidence that the development was initially constructed 25 or more years prior to Application submission as either public housing or as affordable housing with support from USDA, HUD, the HOME program, or the CDBG program can be found at (document name, page number(s), etc) _____.
   **Note:** The occupancy percentage will not include Units that cannot be occupied due to needed repairs, as confirmed by the PCA or CNA. Demolition and relocation of units must be determined locally to be necessary to comply with the Affirmatively Furthering Fair Housing Rule, or if necessary to create an acceptable distance form Undesirable Site Features or Neighborhood Risk Factors.

2. Applications may receive (2) points in addition to those above if the Development is explicitly identified in a resolution by the municipality (or county if the Development Site is completely outside of a city) as contributing more than any other to the concerted revitalization efforts of the municipality or county (as applicable).
   - An adopted resolution from the city of _____ is included in this packet (a letter MAY NOT be submitted in place of a resolution); or
   - An adopted resolution from _____ county is included in this packet (a letter MAY NOT be submitted in place of a resolution);
   **Note:** Where a Development Site crosses jurisdictional boundaries, resolutions from all applicable governing bodies must be submitted. A municipality or county may only identify one single Development during each Application Round for each specific area to be eligible for the additional points under this subclause. If multiple Applications submit resolutions under this subclause from the same Governing Body for a specific area described in the plan, none of the Applications shall be eligible for the additional points.

3. Applications may receive (1) additional point if the development is in a location that would score at least five (5) points under Opportunity Index, §11.9(c)(4)(B), except for the criteria found in §11.9(c)(4)(A) and subparagraphs §11.9(c)(4)(A)(i) and §11.9(c)(4)(A)(ii).
   - Development Site is within the required radius of the eligible amenities and/or services listed below, 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.

Provide any comments or additional information in the box below, if applicable.
February 25, 2019

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

Re:   TDHCA 19299 – 2222 Pierce
Concerted Revitalization Plan of Tax Reinvestment Zone #7 (OST/Alemda)

Dear Mr. Cervantes,

Please let this letter serve to satisfy the requirements of Section 11.9(d)(7) - Concerted Revitalization Plan of the 2019 Qualified Allocation Plan (“QAP”) regarding points associated with sites located in areas targeted for revitalization.

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

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

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

2. The CRP Plan is current, has committed funding to accomplish it targeted revitalization efforts in the CRP Area on a timeline as outlined in the CRP Plan and has a duration to December 31, 2038;
3. The CRP Area consist of a neighborhood that is much larger than the Development Site. Attached please find a legible copy of the Map of the current CRP Area attached as Exhibit “B”, denoting the location of the Development site within the boundaries of the CRP Area, which map is on Page 29 of 31 of the Sixth Amendment to the CRP Plan;

4. The CRP Plan outlines a purpose and sets forth goals, expectations, and redevelopment plans and programs necessary to create and support an environment attractive to private investment to ensure long-term stability and viability of the TIRZ Area;

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

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

   • Infrastructure Improvements - $19,153,022;
   • Cultural, Parks, Greenway and Public Facilities - $33,505,524; and
   • Other Project Costs (including Affordable Housing) - $83,141,118.
   • Additionally, the 2018-2022 Capital Improvements Budget for TIRZ #7 includes 14 different capital improvement projects totaling $109,000,087.

Recent improvements accomplished within TIRZ 7 include the following:

a. Emancipation Park: Installation of Emancipation Park and Community Center Phase 1 Improvements Including off-site parking lot, geothermal well field and rain tanks; a new recreation building; renovation of the historic community center and pool house; and installation of new playground equipment, splash park, trails, corner monuments and enhanced landscaping. The Emancipation Park Conservancy, established in 2014, has executed an agreement with City of Houston-HPARD to support the park and fundraising is ongoing. The Authority is working to obtain congressional designation/recognition of a national heritage corridor connecting Emancipation Park to Galveston as well as seeking other federal, state and local awards.

b. Historic Dowling Street Reconstruction Project: Construction of Phase I (Elgin to McGowen) which includes roadway reconstruction and public utilities improvements (water, wastewater, storm sewer) and right-of-way improvements including enhanced sidewalks, street lighting and street trees; and sidewalks and street trees along north side of Tuam between Dowling and Hutchins.

c. OST & Griggs Landscape Project-Phase II: Construction of additional right-of-way landscape improvements Including ADA compliant 5’ sidewalks, ramps, driveway approaches, pedestrian rest areas; additional back-of-curb landscape architectural improvements along Alleghany Street between Dixie Drive & OST, Tierwester Street between Dixie Drive and Zephyr; Cullen Boulevard between OST & Dixie Drive, and MLK between Kuhlman Gulley Bridge and Griggs Road.
d. Library on Griggs Road: Construction of this new Young Neighborhood Library project has been completed. COH-General Services Department managed this project with funding from TIRZ #7.

e. Park at Palm Center-Phase II: Design and Installation of artistic signage/entrance for the park including an amenity for the community garden.

These improvements discussed have improved, and will continue to improve, the economic future of the area and lead to an appropriate area for the placement of housing. 2222 Pierce will contribute to TIRZ #7’s future by preventing the displacement of existing residents. The City of Houston supports the development of 2222 Pierce and believes that it will serve to continue revitalization efforts in the area. The Project will preserve significant affordable housing development and it will also serve as a catalyst for future residential development in the area. HCDD will strive to ensure Houston remains a city where every resident has an affordable home in a community where they can thrive.

Please feel free to reach out if you have any additional questions.

Sincerely,

Ray Miller  
Assistant Director,  
Multifamily, Public Facilities and Real Estate Finance
AN ORDINANCE DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CITY OF HOUSTON (OLD SPANISH TRAIL/ALMEDA CORRIDORS AREA) AS REINVESTMENT ZONE NUMBER SEVEN, CITY OF HOUSTON, TEXAS; CREATING A BOARD OF DIRECTORS FOR SUCH ZONE; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

* * * * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1. Findings

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

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

(c) That the City Council finds that the proposed zone meets the criteria of Section 311.005 of the Texas Tax Code because the proposed zone is an area that substantially impairs or arrests the sound growth of the City, retards the provision of housing accommodations;
constitutes an economic and social liability and is a menace to the public health, safety, morals and welfare in its present condition and use because of the presence of:

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

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

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

(4) unsanitary or unsafe conditions;

(5) the deterioration of site or other improvements;

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

(7) defective or unusual conditions of title; or

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

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

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

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

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

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

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

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

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

Section 3. **Designation of the Zone**

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

Section 4. **Board of Directors**

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

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

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

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

Section 5. **Duration of the Zone**

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

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

Section 7. **Tax Increment Fund**

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

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

Section 9. Open Meetings

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

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

Section 11. Emergency

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE in a southeasterly direction along the southern property lines of Block 6 and Block 5 of Herman Park Court Subdivision, to the east right-of-way line of Allegheny Street.

Exhibit "A" Page 1 of 9
THENCE in a northerly direction along the east right-of-way line of Allegheny Street to its intersection with the south right-of-way line of Old Spanish Trail.

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

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

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

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

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

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

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

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

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

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

THENCE in an easterly direction along the south right-of-way line of Old Spanish Trail to its intersection with the north property line of the lot described in a deed recorded under the Harris County Clerk's File No. N631783.
intersection with the northeast corner of that certain 0.3290 acre parcel of land described in a deed recorded under the Harris County Clerk’s File No. G634785.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE in a westerly direction along the north property lines of Lots 22, 23, 24, and 25 of Exhibit "A" Page 4 of 9
Block 80, Riverside Terrace Subdivision, Section 18 to an intersection with the southeast corner of Lot 12, Block 80, of the Riverside Terrace Subdivision, Section 18.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE in a westerly direction along the north property line of Lots 5, 6, 7, 8 and 10 of Block
35 and Lots 9, 10, 11, 12, 13, 14, 15 and 16 of Block 36 of the Southland Terrace Subdivision and crossing Bowling Green Drive to an intersection with the northeast property line of Lot 9, Block 38, of the Southland Terrace Subdivision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE in a southwesterly direction along the west right-of-way line of Almeda Road to the POINT OF BEGINNING.
SUBJECT: Ordinance Creating Reinvestment Zone Number Seven, City of Houston, Texas (Old Spanish Trail/Almeda Corridors TIRZ)

FROM (Department or other point of origin): Planning and Development Department

DIRECTOR'S SIGNATURE: [Signature]


For additional information contact: Robert M. Litke
Phone: 754-0008

RECOMMENDATION: (Summary)

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

SPECIFIC EXPLANATION:

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

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

Attachment: preliminary project and financing plan

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

REQUIRED AUTHORIZATION

F&A Director: [Signature] Other Authorization: Other Authorization:
AN ORDINANCE APPROVING THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER SEVEN, CITY OF HOUSTON, TEXAS (OLD SPANISH TRAIL/ALMEDA CORRIDORS); AUTHORIZING THE CITY SECRETARY TO DISTRIBUTE SUCH PLANS; CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND DECLARING AN EMERGENCY.

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

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

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

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

MAY 13, 1997
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   Current Site Conditions ............................................................... 4
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Table 1, Scenario 1 TIRZ Financing Analysis: 100% City Participation, 0% County & HISD Participation.
Table 2, Scenario 2 TIRZ Financing Analysis: 100% Participation by City, County and HISD.

Map 3: OST/Almeda/Third Ward Area Selected Building Permit Activity (1992-96)
Map 4: OST/Almeda/Third Ward Area Residential Demolitions (1992-96)
Map 5: Old Spanish Trail/Almeda Corridors TIRZ Retail Market Area Boundary Map

Table 3: OST/Almeda/Third Ward Area Retail Sales Activity 1990 and 1996 (Estimated)
Table 4: OST/Almeda/Third Ward Area Retail Sales by Category 1990 and 1996 (Estimated)
Table 5: OST/Almeda Road Corridor - Retail Supply Analysis
Table 6: OST/Almeda Road Corridor - Retail Market Analysis

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

Part I; Executive Summary  

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

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

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

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

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

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

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

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

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

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

OST/ALMEDA/THIRD WARD AREA RESIDENTIAL BUILDING PERMIT

<table>
<thead>
<tr>
<th></th>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>SF-Units Demol.</td>
<td>11</td>
<td>13</td>
<td>14</td>
<td>33</td>
<td>17</td>
<td>88</td>
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<tr>
<td>MF-Units Demol.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>210</td>
<td>210</td>
<td></td>
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<tr>
<td>SF-Value ($Mil.)</td>
<td>$0.924</td>
<td>$0.575</td>
<td>$0.760</td>
<td>$2.591</td>
<td>$1.821</td>
<td>$6.671</td>
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</tr>
<tr>
<td>MF-Value ($Mil.)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$8.400</td>
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</tr>
</tbody>
</table>

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

Consistent with this underrepresentation of neighborhood retail uses, a preliminary retail market analysis for the OST and Almeda Road trade areas indicates that the estimated 23,800 households located in the OST and Almeda Road trade areas could support an additional 500,000 sq. feet of new retail space, assuming a 50% capture rate of supportable square footage for both areas (Refer to Tables 5-6).

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

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Taxing Unit</th>
<th>Tax Rate/Rate</th>
<th>% of Total Tax</th>
<th>% of Tax Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>$0.665</td>
<td>100%</td>
<td>33%</td>
</tr>
<tr>
<td>Harris County</td>
<td>$0.42768</td>
<td>66%</td>
<td>21%</td>
</tr>
<tr>
<td>HISD</td>
<td>$0.96</td>
<td>69%</td>
<td>46%</td>
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</table>

Harris County and HISD have indicated a commitment to participate in the TIRZ. In the event that they do not participate, or participate at a lesser rate than shown above, funds other than tax increment (e.g., Capital Improvements Program or other City budget sources) would have to be found to fund the projected expenditures.

Proposed Public Works/Public Improvements:

The proposed $13 million of improvements for the OST/Almeda Corridors TIRZ (Refer to Table 7 for a detailed cost analysis, and Maps 6-8 for the generalized location of proposed improvements) will include the following:
PROPOSED PUBLIC WORKS IMPROVEMENTS, TIRZ NO. 7

<table>
<thead>
<tr>
<th>ITEM</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Lines</td>
<td>$307,200</td>
</tr>
<tr>
<td>Wastewater Lines</td>
<td>$498,000</td>
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<tr>
<td>Major Street Repairs</td>
<td>$7,056,000</td>
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<tr>
<td>Minor Street Repairs</td>
<td>$2,277,000</td>
</tr>
<tr>
<td>Installation of Sidewalks</td>
<td>$358,500</td>
</tr>
<tr>
<td>Installation of Street Lights</td>
<td>$196,500</td>
</tr>
<tr>
<td>Streetscape Improvements</td>
<td>$905,250</td>
</tr>
<tr>
<td>Miscellaneous Costs (including Land</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>Acquisition, Demolition, Clearance, and</td>
<td></td>
</tr>
<tr>
<td>Remediation</td>
<td></td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>$13,098,450</strong></td>
</tr>
</tbody>
</table>

**Economic Feasibility:** The TIRZ Financing Analysis supports the economic feasibility of this project. The development scenarios are based on an assessment of construction trends and market potential for the Old Spanish Trail and Almeda Road corridors. The plan’s retail space development scenario is supported by the assumptions and findings of the preliminary market analysis performed for the OST/Almeda Road market areas (Refer to Tables 5-6, for specific information). The projected $25.9 million increment, which assumes County and HISD participation, is deemed to be a conservative figure, partly because an increase in the value of existing structures and land was not factored in, but could nonetheless be reasonably expected during the project’s 30-year time frame.
APPENDICES
### Table 1: Old Spanish Trails/Ajijic Corridors TRZ No. 7 Financing Analysis

#### Expense:

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual</th>
<th>Total</th>
<th>Annual</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>City-County</td>
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<tr>
<td>Cost</td>
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#### Revenue:

<table>
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<th>Description</th>
<th>Annual</th>
<th>Total</th>
<th>Annual</th>
<th>Total</th>
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</tr>
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<td>Cost</td>
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<td>City-County</td>
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<td>Cost</td>
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<td>County-County</td>
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<td>Cost</td>
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</tr>
<tr>
<td>Cost</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

#### Notes:

- This presentation reflects all net revenue adjustment for all jurisdictions, including residential and non-residential non-adjacency for all jurisdictions (C-20, H-20, and H-20A). Additional comments and data are available in the "City Report."
### 2. OLD SPANISH TRAIL/ALAMEDA CORRIDOR TIEZ NO. 7 FINANCING ANALYSIS

#### RESIDENTIAL

<table>
<thead>
<tr>
<th></th>
<th>100% Participated by City, Harris County, and HISD.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
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</table>

#### BUSINESS/INDUSTRIAL

<p>| | | | | | | | | | | | | | | | | | | |</p>
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</thead>
</table>

#### REED, = NONREED

<p>| | | | | | | | | | | | | | | | | | | |</p>
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<th></th>
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</thead>
</table>

Note: This generalized analysis does NOT reflect the following: a tax in tax collections & tax roll additions or tax reductions. Single familyHomestead exemption; reflected for all jurisdictions City-25%, Harris Co.-25%, and HISD-25%. & 85,000.

Residential & non-residential business figures are shown on "Total" row.

Assumptions:
- All and square feet values are based on comparable construction and cost figures reported to the City of Houston Building Inspections Division.
- Homestead Exemptions: 25% for City & County, 25% & 85,000 to HISD.
- Tax rate for HISD is set at 0.056100, Harris County Tax rate is set at 0.427500/100, and does not include Flood Control, Hospital Debt, and School Education.
- Tax Increment revenue assumes a 5% Tax Collection rate for all jurisdictions.
MAP 5
OLD SPANISH TRAIL/ALMEDA CORRIDORS TIRZ MARKET AREA BOUNDARY MAP

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

<table>
<thead>
<tr>
<th>Zip Codes</th>
<th>NO. OF RETAIL OUTLETS</th>
</tr>
</thead>
<tbody>
<tr>
<td>77004</td>
<td>$118,792,943</td>
</tr>
<tr>
<td>77021</td>
<td>$141,644,544</td>
</tr>
<tr>
<td>3rd Ward Area</td>
<td>$260,437,487</td>
</tr>
<tr>
<td>City of Houston</td>
<td>$21,883,010,170</td>
</tr>
<tr>
<td>3rd Ward</td>
<td>% Of City Total</td>
</tr>
</tbody>
</table>

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

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

1989

<table>
<thead>
<tr>
<th>Third Ward Area (1996 Real Dollars)</th>
<th>No. of Households</th>
<th>Third Ward Area Total Income (Purchasing Power)</th>
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</thead>
<tbody>
<tr>
<td>1989 Aggregate Household Income</td>
<td></td>
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</tr>
<tr>
<td>77004</td>
<td>$330,867,376</td>
<td>10,810</td>
</tr>
<tr>
<td>77021</td>
<td>$229,307,873</td>
<td>8,195</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$560,175,250</td>
<td>19,005</td>
</tr>
</tbody>
</table>

Source: U.S. Census Bureau
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>77004</td>
<td>77021</td>
<td>TOTAL</td>
<td>77004</td>
<td>77021</td>
<td>TOTAL</td>
</tr>
<tr>
<td>Bldg. Materials</td>
<td>$10,605</td>
<td>7.6%</td>
<td>$10,605</td>
<td>4.1%</td>
<td>$9,348</td>
<td>10.6%</td>
</tr>
<tr>
<td>General Merch.</td>
<td>$0,644</td>
<td>0.5%</td>
<td>$0,644</td>
<td>0.2%</td>
<td>$1,996</td>
<td>2.3%</td>
</tr>
<tr>
<td>Food Stores</td>
<td>$42,327</td>
<td>35.6%</td>
<td>$39,615</td>
<td>31.5%</td>
<td>$33,442</td>
<td>25.9%</td>
</tr>
<tr>
<td>Automotive</td>
<td>$12,435</td>
<td>10.5%</td>
<td>$43,719</td>
<td>30.9%</td>
<td>$6,258</td>
<td>4.8%</td>
</tr>
<tr>
<td>Clothing</td>
<td>$1,836</td>
<td>1.5%</td>
<td>$1,973</td>
<td>1.4%</td>
<td>$2,365</td>
<td>1.8%</td>
</tr>
<tr>
<td>Home Furnishings</td>
<td>$2,576</td>
<td>2.2%</td>
<td>$1,213</td>
<td>0.9%</td>
<td>$5,030</td>
<td>3.9%</td>
</tr>
<tr>
<td>Restaurants</td>
<td>$24,844</td>
<td>20.9%</td>
<td>$13,721</td>
<td>9.7%</td>
<td>$24,336</td>
<td>18.8%</td>
</tr>
<tr>
<td>Drug Stores</td>
<td>$6,334</td>
<td>4.5%</td>
<td>$6,334</td>
<td>2.4%</td>
<td>$9,562</td>
<td>10.9%</td>
</tr>
<tr>
<td>Liquor Stores</td>
<td>$7,424</td>
<td>6.2%</td>
<td>$2,203</td>
<td>1.6%</td>
<td>$6,756</td>
<td>5.2%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$24,913</td>
<td>21.0%</td>
<td>$19,423</td>
<td>13.7%</td>
<td>$43,769</td>
<td>33.9%</td>
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<tr>
<td>TOTAL</td>
<td>$118,793</td>
<td>97.9%</td>
<td>$141,545</td>
<td>100.0%</td>
<td>$250,438</td>
<td>100.0%</td>
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</table>
### TABLE 5

#### OST CORRIDOR NEIGHBORHOOD RETAIL SERVICES ANALYSIS

<table>
<thead>
<tr>
<th>Address</th>
<th>Name</th>
<th>Type</th>
<th>Sq Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>6102 Scott H.E.B. Pantry Store</td>
<td>Supermarket</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>6118 Scott Renaissance Center</td>
<td>Retail Multi-Tenant(Rmdl)</td>
<td>26,000</td>
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</tr>
<tr>
<td>4303 OST Nassif Chevron Gas Station/Conven Mkt</td>
<td>3,200</td>
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<tr>
<td>TOTAL</td>
<td></td>
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<td>55,200</td>
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</table>

#### EXISTING RETAIL SQUARE FOOTAGE

<table>
<thead>
<tr>
<th>Address</th>
<th>Name</th>
<th>Type</th>
<th>Sq Ft</th>
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<tbody>
<tr>
<td>6045 Scott Eckerds Drugs Drug Store</td>
<td>8,830</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4616 OST Whataburger Fast Food</td>
<td>2,546</td>
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<tr>
<td>3820 OST McDonald's Fast Food</td>
<td>3,531</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3619 OST Kentucky Fried Chicken Fast Food</td>
<td>2,274</td>
<td></td>
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<tr>
<td>4575 Griggs Church's Fried Chicken Fast Food</td>
<td>1,176</td>
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<tr>
<td>3102 OST Bob's Steak House Restaurant</td>
<td>5,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3822 OST Exxon Gas Station</td>
<td>2,440</td>
<td></td>
<td></td>
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<tr>
<td>4310 OST Diamond Shamock Gas Station</td>
<td>900</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4529 OST Shell Oil Gas Station</td>
<td>1,412</td>
<td></td>
<td></td>
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<tr>
<td>3161 OST Stop N Go Convenience Store</td>
<td>820</td>
<td></td>
<td></td>
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<tr>
<td>4702 Griggs Good Land II Corp Strip Shopping Centers</td>
<td>9,420</td>
<td></td>
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<tr>
<td>(Tenants-Goodland N 2 Washateria, Roselyn's Nails)</td>
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<tr>
<td>4433 Griggs Weingarten Realty Strip Shopping Center</td>
<td>13,944</td>
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<tr>
<td>(Tenants-Dollar Emporium, Triple Fashions)</td>
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<tr>
<td>4427 Griggs Weingarten Realty Strip Shopping Center</td>
<td>35,545</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Tenants-Wyllys Cafateria, Western Auto, Barl Wheelers Liquors, Jean City USA)</td>
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<tr>
<td>4405 Griggs Weingarten Realty Retail Single Occupancy</td>
<td>3,053</td>
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<tr>
<td>(Tenants-Payless Shoes)</td>
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<tr>
<td>Cullen &amp; Griggs Weingarten Realty Retail Single Occupancy</td>
<td>30,688</td>
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<tr>
<td>(Tenant-Weinman's Outlet Store)</td>
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<td>Scott &amp; OST OST #2 Jt Venture Retail Single Occupancy</td>
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<td>(Tenant-Blockbuster's Video)</td>
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<tr>
<td>6402 Tierwester Tierwester Center Retail Multi-Occupancy</td>
<td>2,880</td>
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<tr>
<td>4502 Griggs Chief Auto Parts Auto Parts Stores</td>
<td>3,676</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3506 OST Hi-Lo Auto Supply Auto Parts Stores</td>
<td>9,282</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4545 Griggs Autozone Auto Parts Stores</td>
<td>8,306</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>152,638</td>
</tr>
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#### NEW & EXISTING SQUARE FOOTAGE

<table>
<thead>
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<th>Address</th>
<th>Name</th>
<th>Type</th>
<th>Sq Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>2400 S MacGregor Way Luby's Cafeteria Cafeateria</td>
<td>19,800</td>
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<tr>
<td>7500 Almeda Ruby's Food Store Convenience Store</td>
<td>4,000</td>
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<tr>
<td>6019 Almeda Zeba Enterprises Convenience Store</td>
<td>3,600</td>
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<tr>
<td>2222 S MacGregor Way Happy Dale Enterprises Retail Center</td>
<td>2,699</td>
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<tr>
<td>6910 Almeda Amelang Partners Retail Center</td>
<td>19,600</td>
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<tr>
<td>TOTAL</td>
<td></td>
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<td>49,699</td>
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#### ALMEDA CORRIDOR NEIGHBORHOOD RETAIL SERVICES ANALYSIS

<table>
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<th>Name</th>
<th>Type</th>
<th>Sq Ft</th>
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</thead>
<tbody>
<tr>
<td>5202 Almeda Kroger's Supermarket</td>
<td>51,000</td>
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<tr>
<td>3619 Almeda Son Nguyen Fast Food</td>
<td>2,500</td>
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<tr>
<td>2335 Almeda Roselyn Phillips Restaurant</td>
<td>2,335</td>
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<td></td>
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<tr>
<td>5404 Almeda Rose Sampson Restaurant &amp; Multi-tenant</td>
<td>8,135</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2100 Binz Chevron Gas Station</td>
<td>2,360</td>
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<tr>
<td>2111 Southmore Exxon Gas Station</td>
<td>1,825</td>
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<tr>
<td>5424 Almeda Tran Hoan &amp; Helen Vu Convenience Store</td>
<td>2,080</td>
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<tr>
<td>4310 Almeda Riverside Animal Hospital Retail Single Occupancy</td>
<td>6,675</td>
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<tr>
<td>4100 Almeda Weingarten Realty Retail Multi-Occupancy</td>
<td>31,300</td>
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<tr>
<td>3200 Holcombe Blvd Sun Development Retail Multi-Occupancy</td>
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#### NEW & EXISTING SQUARE FOOTAGE

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<th>Type</th>
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<td>1990 OST Kroger's Supermarket</td>
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<tr>
<td>5202 Almeda Kroger's Supermarket</td>
<td>13,000</td>
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</tr>
<tr>
<td>4320 Almeda Son Nguyen Fast Food</td>
<td>1,300</td>
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<td></td>
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<tr>
<td>3102 OST Bob's Steak House Restaurant</td>
<td>8,135</td>
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<td></td>
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<tr>
<td>5404 Almeda Rose Sampson Restaurant &amp; Multi-tenant</td>
<td>8,135</td>
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<tr>
<td>4310 OST Diamond Shamock Gas Station</td>
<td>900</td>
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<tr>
<td>4529 OST Shell Oil Gas Station</td>
<td>2,680</td>
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</tr>
<tr>
<td>3161 OST Stop N Go Convenience Store</td>
<td>1,825</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4702 Griggs Good Land II Corp Strip Shopping Centers</td>
<td>2,080</td>
<td></td>
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</tr>
<tr>
<td>(Tenants-Goodland N 2 Washateria, Roselyn's Nails)</td>
<td></td>
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<tr>
<td>4433 Griggs Weingarten Realty Strip Shopping Center</td>
<td>6,675</td>
<td></td>
<td></td>
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<tr>
<td>(Tenants-Dollar Emporium, Triple Fashions)</td>
<td></td>
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</tr>
<tr>
<td>4427 Griggs Weingarten Realty Strip Shopping Center</td>
<td>12,750</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Tenants-Wyllys Cafateria, Western Auto, Barl Wheelers Liquors, Jean City USA)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4405 Griggs Weingarten Realty Retail Single Occupancy</td>
<td>31,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Tenants-Payless Shoes)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cullen &amp; Griggs Weingarten Realty Retail Single Occupancy</td>
<td>31,300</td>
<td></td>
<td></td>
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<tr>
<td>(Tenant-Weinman's Outlet Store)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scott &amp; OST OST #2 Jt Venture Retail Single Occupancy</td>
<td>135,460</td>
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<tr>
<td>(Tenant-Blockbuster's Video)</td>
<td></td>
<td></td>
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<tr>
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<td></td>
<td></td>
</tr>
<tr>
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<td></td>
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<tr>
<td>3506 OST Hi-Lo Auto Supply Auto Parts Stores</td>
<td>9,282</td>
<td></td>
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</tr>
<tr>
<td>4545 Griggs Autozone Auto Parts Stores</td>
<td>8,306</td>
<td></td>
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</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>152,638</td>
</tr>
</tbody>
</table>

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

#### OLD SPANISH TRAIL CORRIDOR RETAIL ANALYSIS

<table>
<thead>
<tr>
<th>Category</th>
<th>Selected Categories</th>
<th>Potential</th>
<th>Old SPANISH TRAIL CORRIDOR RETAIL ANALYSIS</th>
<th>Mitt Area</th>
<th>Mitt Area</th>
<th>Potential</th>
<th>OST MARKET AREA (1996 Real Dollars)</th>
<th>CENSUS 1989 MEDIAN</th>
<th>OST EST. AGGR.</th>
<th>TRACTS TRACTS</th>
<th>HHS (HGAC)</th>
<th>INCOME INCOME</th>
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</thead>
<tbody>
<tr>
<td>Avg. Annual Expenditures (99 Real Dollars)</td>
<td>$27,759</td>
<td>$325,414,674</td>
<td>Mitt Area</td>
<td>Mitt Area</td>
<td>Potential</td>
<td>OST MARKET AREA (1996 Real Dollars)</td>
<td>CENSUS 1989 MEDIAN</td>
<td>OST EST. AGGR.</td>
<td>TRACTS TRACTS</td>
<td>HHS (HGAC)</td>
<td>INCOME INCOME</td>
<td></td>
</tr>
<tr>
<td>Groceries</td>
<td>$28,700</td>
<td>$29,873,301</td>
<td>$376,844</td>
<td>2000-2500 Income Range</td>
<td>Mitt Area</td>
<td>Mitt Area</td>
<td>Potential</td>
<td>OST MARKET AREA (1996 Real Dollars)</td>
<td>CENSUS 1989 MEDIAN</td>
<td>OST EST. AGGR.</td>
<td>TRACTS TRACTS</td>
<td>HHS (HGAC)</td>
</tr>
<tr>
<td>Restaurants &amp; Alcoholic Beverages</td>
<td>$1,712</td>
<td>$215,627</td>
<td>2000-2500 Income Range</td>
<td>Mitt Area</td>
<td>Mitt Area</td>
<td>Potential</td>
<td>OST MARKET AREA (1996 Real Dollars)</td>
<td>CENSUS 1989 MEDIAN</td>
<td>OST EST. AGGR.</td>
<td>TRACTS TRACTS</td>
<td>HHS (HGAC)</td>
<td>INCOME INCOME</td>
</tr>
<tr>
<td>HH Personal Srvc., HH eq.</td>
<td>$25,544</td>
<td>$204,354,637</td>
<td>Mitt Area</td>
<td>Mitt Area</td>
<td>Potential</td>
<td>OST MARKET AREA (1996 Real Dollars)</td>
<td>CENSUS 1989 MEDIAN</td>
<td>OST EST. AGGR.</td>
<td>TRACTS TRACTS</td>
<td>HHS (HGAC)</td>
<td>INCOME INCOME</td>
<td></td>
</tr>
<tr>
<td>Housekeeping supplies</td>
<td>$25,544</td>
<td>$204,354,637</td>
<td>Mitt Area</td>
<td>Mitt Area</td>
<td>Potential</td>
<td>OST MARKET AREA (1996 Real Dollars)</td>
<td>CENSUS 1989 MEDIAN</td>
<td>OST EST. AGGR.</td>
<td>TRACTS TRACTS</td>
<td>HHS (HGAC)</td>
<td>INCOME INCOME</td>
<td></td>
</tr>
<tr>
<td>Furniture, Equip., &amp; Supp.</td>
<td>$25,544</td>
<td>$204,354,637</td>
<td>Mitt Area</td>
<td>Mitt Area</td>
<td>Potential</td>
<td>OST MARKET AREA (1996 Real Dollars)</td>
<td>CENSUS 1989 MEDIAN</td>
<td>OST EST. AGGR.</td>
<td>TRACTS TRACTS</td>
<td>HHS (HGAC)</td>
<td>INCOME INCOME</td>
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</tr>
<tr>
<td>TOTAL</td>
<td>$111,690</td>
<td>$1,033,556</td>
<td>2000-2500 Income Range</td>
<td>Mitt Area</td>
<td>Mitt Area</td>
<td>Potential</td>
<td>OST MARKET AREA (1996 Real Dollars)</td>
<td>CENSUS 1989 MEDIAN</td>
<td>OST EST. AGGR.</td>
<td>TRACTS TRACTS</td>
<td>HHS (HGAC)</td>
<td>INCOME INCOME</td>
</tr>
</tbody>
</table>

*Note: Total includes sq. footage deductions for undefined categories (e.g. Strip Centers, Single and Multi-Occupancy Retail).*
### TABLE 7: Estimates for OST/Almeda Corridors TIRZ Infrastructure Improvements

<table>
<thead>
<tr>
<th>ITEM</th>
<th>AMOUNT</th>
<th>TOTAL COST</th>
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<tbody>
<tr>
<td>Major St. Repairs</td>
<td>22400 LF</td>
<td>$7,056,000</td>
</tr>
<tr>
<td>Minor St. Repairs</td>
<td>20700 LF</td>
<td>$2,277,000</td>
</tr>
<tr>
<td>Sidewalks</td>
<td>23900 LF</td>
<td>$358,500</td>
</tr>
<tr>
<td>Street Lights w/ c</td>
<td>11</td>
<td>$38,500</td>
</tr>
<tr>
<td>Street Lights w/o c</td>
<td>79</td>
<td>$158,000</td>
</tr>
<tr>
<td>Street Scape</td>
<td>N/A</td>
<td>$905,250</td>
</tr>
<tr>
<td>Water</td>
<td>12800 LF</td>
<td>$307,200</td>
</tr>
<tr>
<td>Wastewater</td>
<td>8300 LF</td>
<td>$498,000</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>N/A</td>
<td>$1,500,000</td>
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#### Land Acquisition

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

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

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

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Linear Ft</th>
<th>Cost per LF</th>
<th>Total Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Almeda</td>
<td>12000</td>
<td>$110</td>
<td>$1,320,000</td>
<td>MacGregor to US 59</td>
</tr>
<tr>
<td>Chenevert</td>
<td>700</td>
<td>$110</td>
<td>$77,000</td>
<td>Wheeler to Cleburne</td>
</tr>
<tr>
<td>Dixie</td>
<td>1800</td>
<td>$110</td>
<td>$198,000</td>
<td>SH 288 to Del Rio</td>
</tr>
<tr>
<td>Ewing</td>
<td>1500</td>
<td>$110</td>
<td>$165,000</td>
<td>Jackson to Almeda</td>
</tr>
<tr>
<td>Hermann</td>
<td>1600</td>
<td>$110</td>
<td>$198,000</td>
<td>Jackson to SH288</td>
</tr>
<tr>
<td>Jackson</td>
<td>300</td>
<td>$110</td>
<td>$33,000</td>
<td>Hermann to Ewing</td>
</tr>
<tr>
<td>Oakdale</td>
<td>300</td>
<td>$110</td>
<td>$33,000</td>
<td>Almeda to SH288</td>
</tr>
<tr>
<td>Rosedale</td>
<td>300</td>
<td>$110</td>
<td>$33,000</td>
<td>Almeda to SH288</td>
</tr>
<tr>
<td>Tierwester</td>
<td>1500</td>
<td>$110</td>
<td>$165,000</td>
<td>OST to Griggs</td>
</tr>
<tr>
<td>Wheeler</td>
<td>500</td>
<td>$110</td>
<td>$55,000</td>
<td>Almeda to SH288</td>
</tr>
</tbody>
</table>

## SIDEWALKS

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Linear Ft</th>
<th>Cost per LF</th>
<th>Total Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conley</td>
<td>2000</td>
<td>$15</td>
<td>$30,000</td>
<td>Both sides from Porter to OST</td>
</tr>
<tr>
<td>Cullen</td>
<td>800</td>
<td>$15</td>
<td>$12,000</td>
<td>One side from Dixie to Griggs</td>
</tr>
<tr>
<td>Dixie</td>
<td>800</td>
<td>$15</td>
<td>$12,000</td>
<td>Both sides from St. Augustine to Cullen</td>
</tr>
<tr>
<td>DuPont</td>
<td>2700</td>
<td>$15</td>
<td>$40,500</td>
<td>Both sides from OST to Cullen</td>
</tr>
<tr>
<td>Eastwood</td>
<td>1600</td>
<td>$15</td>
<td>$24,000</td>
<td>Both sides from Dixie to Griggs</td>
</tr>
<tr>
<td>England</td>
<td>2400</td>
<td>$15</td>
<td>$36,000</td>
<td>Both sides from Porter to OST</td>
</tr>
<tr>
<td>Ewing</td>
<td>1500</td>
<td>$15</td>
<td>$22,500</td>
<td>Both sides from Jackson to Almeda</td>
</tr>
<tr>
<td>Foster</td>
<td>1600</td>
<td>$15</td>
<td>$24,000</td>
<td>Both sides from Dixie to Griggs</td>
</tr>
<tr>
<td>Goforth</td>
<td>1600</td>
<td>$15</td>
<td>$24,000</td>
<td>Both sides from Dixie to Griggs</td>
</tr>
<tr>
<td>Griggs</td>
<td>3000</td>
<td>$15</td>
<td>$45,000</td>
<td>Both sides Tierwester to Scott</td>
</tr>
<tr>
<td>Kilgore</td>
<td>700</td>
<td>$15</td>
<td>$10,500</td>
<td>Both sides from Bowling Green to Allegheny</td>
</tr>
<tr>
<td>Kilgore</td>
<td>700</td>
<td>$15</td>
<td>$10,500</td>
<td>Both sides from Bowling Green to Allegheny</td>
</tr>
<tr>
<td>Natchez</td>
<td>700</td>
<td>$15</td>
<td>$10,500</td>
<td>Both sides from Bowling Green to Allegheny</td>
</tr>
<tr>
<td>Sidney</td>
<td>2000</td>
<td>$15</td>
<td>$30,000</td>
<td>Both sides from Dixie to Griggs, one side from Porter to Dixie</td>
</tr>
<tr>
<td>St. Augustine</td>
<td>1600</td>
<td>$15</td>
<td>$22,000</td>
<td>Both sides from Porter to OST</td>
</tr>
</tbody>
</table>

## STREET LIGHTS (with conduits)

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

## STREET LIGHTS (without conduits)

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Quantity</th>
<th>Cost per Item</th>
<th>Total Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allegheny</td>
<td>6</td>
<td>$2,000</td>
<td>$16,000</td>
<td>Daphne to Tampa</td>
</tr>
<tr>
<td>Almeda</td>
<td>9</td>
<td>$2,000</td>
<td>$18,000</td>
<td>Dixie to S. MacGregor</td>
</tr>
</tbody>
</table>

5/12/97
<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Cost per Item</th>
<th>Total Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benches</td>
<td>67</td>
<td>$1,000</td>
<td>$67,000</td>
<td>2 per 500 If along OST and Griggs</td>
</tr>
<tr>
<td>Benches</td>
<td>48</td>
<td>$1,000</td>
<td>$48,000</td>
<td>2 per 500 If along Almeda</td>
</tr>
<tr>
<td>Gateway</td>
<td>5</td>
<td>$25,000</td>
<td>$125,000</td>
<td>Located at OST/288, OST/Calhoun, Griggs/Milart, Almeda/Hermon Dr, Almeda/US 59</td>
</tr>
<tr>
<td>Irrigation</td>
<td>1</td>
<td>$256,000</td>
<td>$256,000</td>
<td>50,000 Lineal feet along OST, Griggs and their esplanades</td>
</tr>
<tr>
<td>Irrigation</td>
<td>1</td>
<td>$64,000</td>
<td>$64,000</td>
<td>12,000 LF along Almeda</td>
</tr>
<tr>
<td>Plantings</td>
<td>34</td>
<td>$1,000</td>
<td>$34,000</td>
<td>At both sides of each curb cut in an esplanade and at major intersections along OST, Griggs, and Almeda</td>
</tr>
<tr>
<td>Trash Containers</td>
<td>67</td>
<td>$750</td>
<td>$50,250</td>
<td>2 per 500 If along OST and Griggs</td>
</tr>
<tr>
<td>Trash Containers</td>
<td>48</td>
<td>$750</td>
<td>$36,000</td>
<td>2 per 500 If along Almeda</td>
</tr>
<tr>
<td>Trees</td>
<td>750</td>
<td>$300</td>
<td>$225,000</td>
<td>50,000 Lineal feet @ 70 ft spacing between trees along OST, Griggs and their esplanades</td>
</tr>
<tr>
<td>Trees</td>
<td>70</td>
<td>$300</td>
<td>$21,000</td>
<td>12,000 LF @ 150 ft spacing between trees along Almeda</td>
</tr>
<tr>
<td>WATER LINES (6-8&quot;)</td>
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<td></td>
<td>$905,250</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Linear Ft</th>
<th>Cost per LF</th>
<th>Total Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allegheny</td>
<td>1100</td>
<td>$24</td>
<td>$26,400</td>
<td>OST to Dixie</td>
</tr>
<tr>
<td>Arbor</td>
<td>300</td>
<td>$24</td>
<td>$7,200</td>
<td>Almeda to Chenevert</td>
</tr>
<tr>
<td>Binz</td>
<td>400</td>
<td>$24</td>
<td>$9,600</td>
<td>Almeda to Chartres</td>
</tr>
<tr>
<td>Calumet</td>
<td>300</td>
<td>$24</td>
<td>$7,200</td>
<td>Almeda to Chartres</td>
</tr>
<tr>
<td>Chartres</td>
<td>2200</td>
<td>$24</td>
<td>$52,800</td>
<td>Cleburne to Bledgett</td>
</tr>
<tr>
<td>Chenevert</td>
<td>200</td>
<td>$24</td>
<td>$4,800</td>
<td>US59 to Cleburne</td>
</tr>
<tr>
<td>Culberson</td>
<td>500</td>
<td>$24</td>
<td>$12,000</td>
<td>OST to Tampa</td>
</tr>
<tr>
<td>Ewing</td>
<td>300</td>
<td>$24</td>
<td>$7,200</td>
<td>Almeda to SH 288</td>
</tr>
<tr>
<td>Glen Cove</td>
<td>1000</td>
<td>$24</td>
<td>$24,000</td>
<td>England to Cullen</td>
</tr>
<tr>
<td>Hermann</td>
<td>300</td>
<td>$24</td>
<td>$7,200</td>
<td>Almeda to SH 288</td>
</tr>
<tr>
<td>Kelton</td>
<td>700</td>
<td>$24</td>
<td>$16,800</td>
<td>Bowling Green to Allegheny</td>
</tr>
<tr>
<td>Kilgore</td>
<td>700</td>
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Note: Cost Estimate Source: City of Houston Public Works Dept. These estimates are intended for general use only, and roughly indicate the infrastructure needs of the area.
Map 7: Street Improvements

- Street const./reconst.
- Street overlays
Map 8: Enhancements

- Streetscape corridors
- Landscaped gateways
- Street lights
- Sidewalks
Section 1. That the findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.

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

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

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

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

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

APPROVED this ______ day of May, 1997.

_______________________________________
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is MAY 20, 1997.

City Secretary

(Prepared by Legal Dept.  
(DFM/dfm May 13, 1997) Senior Assistant City Attorney  
(Requested by Robert M. Litke, Director, Planning and Development)  
(L.D. File No. 34-97130-03)  

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

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

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

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

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

WHEREAS, the Board of Directors of the Zone, at its November 18, 2015 board meeting, considered and adopted a proposed sixth amendment to the Plans ("Sixth Amendment"), and recommended the Sixth Amendment for approval by the City Council; and
WHEREAS, the City Council previously enlarged the boundaries of the Zone by City Ordinance No. 1998-1145 on December 9, 1998, by City Ordinance No. 2008-418 on May 14, 2008, by City Ordinance No. 2013-796 on September 17, 2013, and by City Ordinance No. 2016-\textsuperscript{957} on December 7, 2016\textsuperscript{1}; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this ___ day of December, 2016.

APPROVED this _____ day of ______________, 2016.

Mayor of the City of Houston

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

City Secretary

Assistant City Attorney

(Prepared by Legal Department (OUT:out November 16, 2016) (Requested by Andrew F. Icken, Chief Development Officer, Office of the Mayor) (L.D. File No. 0421300011006)
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Caption Adopted May 017, Rev. 12/15
EXHIBIT "A"

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

OST/ALMEDA CORRIDORS ZONE

Sixth Amended
Project Plan and Reinvestment Zone Financing Plan

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

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Introduction:

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

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

Section One: RECOGNITION OF AMENDMENTS TO CRP PLAN

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

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

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

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

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

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

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

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

A. Summary of Redevelopment Efforts

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

B. Redevelopment Plan Goals

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

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

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

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

Goal 3: Reinforcement of pedestrian-attractive retail, office, mixed-use and other commercial developments along economic development corridors, specifically, Almeda, Old Spanish Trail, Griggs, Dowling and Scott as well as economic development nodes along Gray, McGowan, Elgin, Ennis, Blodgett, Holman and other streets within the Zone. The retention and expansion of retail, office, mixed-use and commercial developments along Almeda, Old Spanish Trail, Griggs Dowling and Scott Streets is of key importance to the successful redevelopment of the area. To redevelop historic Dowling Street into a key arterial/town center, through the implementation of a program resulting in an enhanced pedestrian environment with an emphasis on parking, lighting, street trees, landscaping, wider sidewalks, public art and adequate pedestrian amenities.

Goal 4: Complementing the revitalization activities proposed to occur along the Metropolitan Transit Authority (METRO)'s Southeast Light Rail and future University Light Rail alignments. Complement METRO funding of public transit systems along the Southeast and University alignments by funding of streetscapes upgrades, right-of-way acquisition, and provisions for parking to serve retail needs. Additional focus will be placed on inducing emerging business enterprises and developers to increase revitalization efforts and spur the highest and best land uses of this mixed-use community for all users and stakeholders.

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

Goal 6: Economic Development. In cases where improving public infrastructure alone is insufficient or inadequate to stimulating private investment and economic development, the TIRZ would seek to
C. Authorized Projects and Project Costs

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

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

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

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

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

D. Economic Development Programs.

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

E. Maintenance and Sustainability

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

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

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

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

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

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<tr>
<td>Street Reconstruction</td>
<td>$2,277,000</td>
<td>$3,249,840</td>
<td>$2,616,240</td>
<td>$10,000</td>
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<tr>
<td>Street Resurfacing</td>
<td>$358,500</td>
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<td>$569,400</td>
<td>$866,345</td>
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<tr>
<td>Installation of Sidewalks</td>
<td>$196,500</td>
<td>$246,500</td>
<td>$242,500</td>
<td>$390,400</td>
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<td>Installation of Street Lights</td>
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<td>$2,275,000</td>
<td>$5,181,313</td>
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<tr>
<td>Streetscape Improvements</td>
<td>-</td>
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<td>-</td>
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<tr>
<td>Public Utilities</td>
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<td>-</td>
<td>-</td>
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<tr>
<td>Water Lines</td>
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<td>$433,200</td>
<td>$433,200</td>
<td>$316,508</td>
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<tr>
<td>Wastewater Lines</td>
<td>$496,000</td>
<td>$789,360</td>
<td>$789,360</td>
<td>$1,396,016</td>
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<tr>
<td>Roseway, Sidewalk &amp; Public Utility Improvements</td>
<td>$8,924,294</td>
<td>$10,000,000</td>
<td>$30,000,000</td>
<td>$30,000,000</td>
<td>$111,666,666</td>
<td>$111,666,666</td>
<td>$30,000,000</td>
<td>$22,000,208</td>
<td>$2,921,722</td>
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<tr>
<td><strong>Total Infrastructure Improvements - Part A, B, C, D, E, F &amp; G</strong></td>
<td>$11,598,450</td>
<td>$18,305,784</td>
<td>$13,356,835</td>
<td>$14,513,070</td>
<td>$30,300,000</td>
<td>$30,300,000</td>
<td>$74,199,440</td>
<td>$139,740,400</td>
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**Cultural, Parks, Greenways and Public Facilities Improvements:**

- Parks, Recreational Facilities and Public Spaces, $2,706,948
- Parks, Recreational Facilities and Public Spaces - Part A, B, C, D, E, F & G, $2,706,948
- Public Facilities Improvements, $2,706,948
- Public Facilities Improvements & Public Parking, $2,706,948
- Total Public Facilities Improvements - Part A, B, C, D, E, F & G, $2,706,948
- Total Cultural and Public Facility Improvements - Part A, B, C, D, E, F & G, $2,706,948

**Other Project Costs:**

- Braes Bayou Projects
  - Braes Bayou Improvements, $2,706,948
  - Braes Bayou Bridge Upgrades, $2,706,948
- Total Braes Bayou HCFCD Projects - Part A, B, C, D, E, F & G, $2,706,948
- Land Acquisition
  - Land Assembly, Site Preparation, Environmental Remediation, $2,706,948
  - Total Land Acquisition - Part A, B, C, D, E, F & G, $2,706,948
- Economic Development & Job Creation Program
  - Business Development & Catalyst Projects, $2,706,948
- Total Economic Development Program - Part A, B, C, D, E, F & G, $2,706,948
- Developer Agreements
  - Economic Development Infrastructure Projects, $2,706,948
  - Total Developer Agreements - Part A, B, C, D, E, F & G, $2,706,948
- School and Educational Facilities:
  - School and Educational Facilities, $2,706,948
  - Total School and Educational Facilities - Part A, B, C, D, E, F & G, $2,706,948
- Affordable Housing:
  - Affordable Housing, $2,706,948
- Total Affordable Housing - Part A, B, C, D, E, F & G, $2,706,948
- Financing Cost: Financing Cost, $2,706,948
- Total Financing Costs - Part A, B, C, D, E, F & G, $2,706,948
- Zone Administration:
  - Zone Administration and Creation Cost, $2,706,948
  - Total Zone Administration Costs - Part A, B, C, D, E, F & G, $2,706,948
  - Total Other Project Costs - Part A, B, C, D, E, F & G, $2,706,948
- PROJECT PLAN TOTAL, $2,706,948
### Exhibit 2: Net Revenue and Transfer Schedule: Original and Annexed Areas- All Entities

<table>
<thead>
<tr>
<th>Tax Year (1)</th>
<th>Increment Revenue</th>
<th>Transfers</th>
<th>Net Revenue (Total Increment Revenue less Total Transfers)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>City</td>
<td>City</td>
<td>Admin Fees</td>
</tr>
<tr>
<td></td>
<td>Houston ISD (2)</td>
<td>Houston ISD</td>
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</tr>
<tr>
<td></td>
<td>Total Increment Revenue</td>
<td>Educational</td>
<td></td>
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<tr>
<td>2015</td>
<td>$6,718,760</td>
<td>$1,527,708</td>
<td>$8,246,468</td>
</tr>
<tr>
<td>2016</td>
<td>$7,054,064</td>
<td>$1,527,708</td>
<td>$8,581,772</td>
</tr>
<tr>
<td>2017</td>
<td>$7,402,780</td>
<td>$1,527,708</td>
<td>$8,930,488</td>
</tr>
<tr>
<td>2018</td>
<td>$7,765,444</td>
<td>$1,527,708</td>
<td>$9,293,152</td>
</tr>
<tr>
<td>2019</td>
<td>$8,142,615</td>
<td>$1,527,708</td>
<td>$9,670,323</td>
</tr>
<tr>
<td>2020</td>
<td>$8,534,873</td>
<td>$1,527,708</td>
<td>$10,062,581</td>
</tr>
<tr>
<td>2021</td>
<td>$8,942,822</td>
<td>$1,527,708</td>
<td>$10,470,530</td>
</tr>
<tr>
<td>2022</td>
<td>$9,367,088</td>
<td>$1,527,708</td>
<td>$10,894,796</td>
</tr>
<tr>
<td>2023</td>
<td>$9,808,325</td>
<td>$1,527,708</td>
<td>$11,338,033</td>
</tr>
<tr>
<td>2024</td>
<td>$10,267,211</td>
<td>$1,527,708</td>
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</tr>
<tr>
<td>2025</td>
<td>$10,744,453</td>
<td>$1,527,708</td>
<td>$12,272,161</td>
</tr>
<tr>
<td>2026</td>
<td>$11,240,785</td>
<td>$1,527,708</td>
<td>$12,768,493</td>
</tr>
<tr>
<td>2027</td>
<td>$11,756,970</td>
<td>$1,527,708</td>
<td>$13,284,678</td>
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<tr>
<td>2028</td>
<td>$12,293,802</td>
<td>$1,527,708</td>
<td>$13,821,510</td>
</tr>
<tr>
<td>2029</td>
<td>$12,852,107</td>
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<td>$12,852,107</td>
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<tr>
<td>2030</td>
<td>$13,432,745</td>
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<tr>
<td>2031</td>
<td>$14,036,608</td>
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<td>$14,036,608</td>
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<tr>
<td>2032</td>
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<td>$14,664,626</td>
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<tr>
<td>2035</td>
<td>$16,703,463</td>
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<td>2036</td>
<td>$17,438,155</td>
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<td>$17,438,155</td>
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<tr>
<td>2037</td>
<td>$18,202,235</td>
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<td>$18,202,235</td>
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<tr>
<td>2038</td>
<td>$18,996,878</td>
<td>-</td>
<td>$18,996,878</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$287,681,503</strong></td>
<td><strong>$21,387,912</strong></td>
<td><strong>$309,069,515</strong></td>
</tr>
</tbody>
</table>

Notes:
(1) TIRZ 7 is scheduled to terminate in Tax Year 2038.
(2) Houston Independent School District participation in the TIRZ ends with the collection of the Tax Year 2028 payment.
### Exhibit 3: Revenue Schedule: Original Area - City of Houston

<table>
<thead>
<tr>
<th>Tax Year (1)</th>
<th>Base Value (2)</th>
<th>Projected Value (3)</th>
<th>Captured Appraised Value</th>
<th>Collection Rate (4)</th>
<th>Tax Rate</th>
<th>Increment Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 $</td>
<td>$89,520,330</td>
<td>$903,422,595</td>
<td>$813,902,265</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$4,647,903</td>
</tr>
<tr>
<td>2016 $</td>
<td>$89,520,330</td>
<td>$939,559,499</td>
<td>$850,039,169</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$4,854,268</td>
</tr>
<tr>
<td>2017 $</td>
<td>$89,520,330</td>
<td>$977,141,879</td>
<td>$887,621,549</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$5,068,887</td>
</tr>
<tr>
<td>2018 $</td>
<td>$89,520,330</td>
<td>$1,016,227,554</td>
<td>$926,707,224</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$5,292,091</td>
</tr>
<tr>
<td>2019 $</td>
<td>$89,520,330</td>
<td>$1,056,876,656</td>
<td>$967,356,326</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$5,524,224</td>
</tr>
<tr>
<td>2020 $</td>
<td>$89,520,330</td>
<td>$1,099,161,722</td>
<td>$1,009,631,392</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$5,765,641</td>
</tr>
<tr>
<td>2021 $</td>
<td>$89,520,330</td>
<td>$1,143,117,791</td>
<td>$1,053,597,461</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$6,016,716</td>
</tr>
<tr>
<td>2022 $</td>
<td>$89,520,330</td>
<td>$1,188,842,503</td>
<td>$1,099,322,173</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$6,277,833</td>
</tr>
<tr>
<td>2023 $</td>
<td>$89,520,330</td>
<td>$1,236,396,203</td>
<td>$1,146,875,873</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$6,549,395</td>
</tr>
<tr>
<td>2024 $</td>
<td>$89,520,330</td>
<td>$1,285,852,051</td>
<td>$1,196,331,721</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$6,831,820</td>
</tr>
<tr>
<td>2025 $</td>
<td>$89,520,330</td>
<td>$1,337,286,133</td>
<td>$1,247,765,803</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$7,125,541</td>
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<tr>
<td>2026 $</td>
<td>$89,520,330</td>
<td>$1,390,777,578</td>
<td>$1,301,257,248</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$7,431,012</td>
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<tr>
<td>2027 $</td>
<td>$89,520,330</td>
<td>$1,446,408,681</td>
<td>$1,356,888,351</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$7,748,701</td>
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<tr>
<td>2028 $</td>
<td>$89,520,330</td>
<td>$1,504,265,029</td>
<td>$1,414,744,699</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$8,079,098</td>
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<tr>
<td>2029 $</td>
<td>$89,520,330</td>
<td>$1,564,435,630</td>
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<td>95.00%</td>
<td>0.601120</td>
<td>$8,422,710</td>
</tr>
<tr>
<td>2030 $</td>
<td>$89,520,330</td>
<td>$1,627,013,055</td>
<td>$1,537,492,725</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$8,780,067</td>
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<tr>
<td>2031 $</td>
<td>$89,520,330</td>
<td>$1,692,093,577</td>
<td>$1,602,573,247</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$9,151,719</td>
</tr>
<tr>
<td>2032 $</td>
<td>$89,520,330</td>
<td>$1,759,777,320</td>
<td>$1,670,256,990</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$9,538,236</td>
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<tr>
<td>2033 $</td>
<td>$89,520,330</td>
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<td>$9,940,215</td>
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<tr>
<td>2034 $</td>
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<td>$1,903,375,150</td>
<td>$1,813,854,820</td>
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<td>0.601120</td>
<td>$10,358,272</td>
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<tr>
<td>2035 $</td>
<td>$89,520,330</td>
<td>$1,979,510,156</td>
<td>$1,889,989,826</td>
<td>95.00%</td>
<td>0.601120</td>
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</tr>
<tr>
<td>2036 $</td>
<td>$89,520,330</td>
<td>$2,058,690,562</td>
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<tr>
<td>2037 $</td>
<td>$89,520,330</td>
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<td>2038 $</td>
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<td>95.00%</td>
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<td>$12,204,546</td>
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</table>

$189,362,651

Notes:
(1) TIRZ 7 is projected to terminate in Tax Year 2038
(2) Base Year is Tax Year 1997
(3) For Tax Years 2015 to 2038, the property value increases at an annual rate of 4%
(4) For Tax Years 2015 to 2038, the property growth rate estimated at 4%
Exhibit 3A: Revenue Schedule: 1998 Annexed Area - City of Houston

<table>
<thead>
<tr>
<th>Tax Year (1)</th>
<th>Base Value (2)</th>
<th>Projected Value (3)</th>
<th>Captured Appraised Value</th>
<th>Collection Rate (4)</th>
<th>Tax Rate</th>
<th>Increment Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$87,881,410</td>
<td>$60,051,251</td>
<td>$362,631,331</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$2,070,857</td>
</tr>
<tr>
<td>2016</td>
<td>$87,881,410</td>
<td>$60,051,251</td>
<td>$362,631,331</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$2,173,766</td>
</tr>
<tr>
<td>2017</td>
<td>$87,881,410</td>
<td>$60,051,251</td>
<td>$362,631,331</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$2,276,711</td>
</tr>
<tr>
<td>2018</td>
<td>$87,881,410</td>
<td>$60,051,251</td>
<td>$362,631,331</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$2,392,097</td>
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<tr>
<td>2019</td>
<td>$87,881,410</td>
<td>$60,051,251</td>
<td>$362,631,331</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$2,507,855</td>
</tr>
<tr>
<td>2020</td>
<td>$87,881,410</td>
<td>$60,051,251</td>
<td>$362,631,331</td>
<td>95.00%</td>
<td>0.601120</td>
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<tr>
<td>2021</td>
<td>$87,881,410</td>
<td>$60,051,251</td>
<td>$362,631,331</td>
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<td>0.601120</td>
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<tr>
<td>2022</td>
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<td>$60,051,251</td>
<td>$362,631,331</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$2,883,660</td>
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<tr>
<td>2023</td>
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<tr>
<td>2024</td>
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<td>$362,631,331</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$3,306,389</td>
</tr>
<tr>
<td>2026</td>
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<td>$60,051,251</td>
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<td>95.00%</td>
<td>0.601120</td>
<td>$3,458,719</td>
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<tr>
<td>2027</td>
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<td>$60,051,251</td>
<td>$362,631,331</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$3,617,142</td>
</tr>
<tr>
<td>2028</td>
<td>$87,881,410</td>
<td>$60,051,251</td>
<td>$362,631,331</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$3,781,902</td>
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<tr>
<td>2029</td>
<td>$87,881,410</td>
<td>$60,051,251</td>
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<td>0.601120</td>
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<tr>
<td>2030</td>
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</tr>
<tr>
<td>2031</td>
<td>$87,881,410</td>
<td>$60,051,251</td>
<td>$362,631,331</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$4,316,790</td>
</tr>
<tr>
<td>2032</td>
<td>$87,881,410</td>
<td>$60,051,251</td>
<td>$362,631,331</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$4,509,536</td>
</tr>
<tr>
<td>2033</td>
<td>$87,881,410</td>
<td>$60,051,251</td>
<td>$362,631,331</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$4,709,992</td>
</tr>
<tr>
<td>2034</td>
<td>$87,881,410</td>
<td>$60,051,251</td>
<td>$362,631,331</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$4,918,466</td>
</tr>
<tr>
<td>2035</td>
<td>$87,881,410</td>
<td>$60,051,251</td>
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<td>95.00%</td>
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Notes:
(1) TIRZ 7 is scheduled to terminate in Tax Year 2038
(2) Base Year is Tax Year 1998
(3) For Tax Years 2015 to 2038, the property value increases at an annual rate of 4%
(4) For Tax Years 2015 to 2038, the property growth rate estimated at 4%
### Exhibit 3B: Revenue Schedule: 2008 Annexed Area - City of Houston

<table>
<thead>
<tr>
<th>Tax Year (1)</th>
<th>Base Value (2)</th>
<th>Projected Value (3)</th>
<th>Captured Appraised Value</th>
<th>Collection Rate (4)</th>
<th>Tax Rate</th>
<th>Increment Revenue</th>
</tr>
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<tbody>
<tr>
<td>2015</td>
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<td>$501,791</td>
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</tr>
<tr>
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</tr>
<tr>
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<td>-</td>
</tr>
<tr>
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<td>-</td>
</tr>
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<tr>
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<td>-</td>
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<tr>
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<td>$264,723</td>
<td>$362,717</td>
<td>95.00%</td>
<td>0.601120</td>
<td>-</td>
</tr>
<tr>
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<td>$627,440</td>
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<td>-</td>
</tr>
<tr>
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<tr>
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<td>$317,752</td>
<td>95.00%</td>
<td>0.601120</td>
<td>-</td>
</tr>
</tbody>
</table>

**Notes:**

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

<table>
<thead>
<tr>
<th>Tax Year (1)</th>
<th>Base Value (2)</th>
<th>Projected Value (3)</th>
<th>Captured Appraised Value</th>
<th>Collection Rate (4)</th>
<th>Tax Rate</th>
<th>Increment Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$1,409,377</td>
<td>$1,409,377</td>
<td>$-</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$-</td>
</tr>
<tr>
<td>2016</td>
<td>$1,409,377</td>
<td>$1,465,752</td>
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<td>$322</td>
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<tr>
<td>2017</td>
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<td>$1,524,382</td>
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<td>95.00%</td>
<td>0.601120</td>
<td>$657</td>
</tr>
<tr>
<td>2018</td>
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<td>95.00%</td>
<td>0.601120</td>
<td>$1,005</td>
</tr>
<tr>
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<td>$239,395</td>
<td>95.00%</td>
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<td>$1,367</td>
</tr>
<tr>
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<td>$1,714,723</td>
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<td>$1,744</td>
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<tr>
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<td>$1,783,312</td>
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<tr>
<td>2022</td>
<td>$1,409,377</td>
<td>$1,854,644</td>
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<td>95.00%</td>
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<tr>
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<td>$2,966</td>
</tr>
<tr>
<td>2024</td>
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<td>$2,005,983</td>
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<td>$3,407</td>
</tr>
<tr>
<td>2025</td>
<td>$1,409,377</td>
<td>$2,086,222</td>
<td>$676,845</td>
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<td>$3,865</td>
</tr>
<tr>
<td>2026</td>
<td>$1,409,377</td>
<td>$2,169,671</td>
<td>$760,294</td>
<td>95.00%</td>
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</tr>
<tr>
<td>2027</td>
<td>$1,409,377</td>
<td>$2,256,458</td>
<td>$847,081</td>
<td>95.00%</td>
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<td>$4,837</td>
</tr>
<tr>
<td>2028</td>
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<td>$5,353</td>
</tr>
<tr>
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<tr>
<td>2030</td>
<td>$1,409,377</td>
<td>$2,538,208</td>
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<tr>
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<td>$2,639,737</td>
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<tr>
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<td>$2,855,139</td>
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</tr>
<tr>
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<tr>
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</tr>
<tr>
<td>2036</td>
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<tr>
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<td>$11,789</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Tax Year (1)</th>
<th>Base Value (2)</th>
<th>Projected Value (3)</th>
<th>Captured Appraised Value</th>
<th>Collection Rate (4)</th>
<th>Tax Rate</th>
<th>Increment Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$112,545,991</td>
<td>$112,545,991</td>
<td>$</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$</td>
</tr>
<tr>
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<tr>
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</tr>
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<tr>
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<tr>
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<td>$143,920,220</td>
<td>95.00%</td>
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<td>2037</td>
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<td>$266,724,859</td>
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<td>95.00%</td>
<td>0.601120</td>
<td>$941,387</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Tax Year (1)</th>
<th>Base Value (2)</th>
<th>Captured Appraised Value</th>
<th>Projected Plan Appraised Value</th>
<th>Collection Rate (4)</th>
<th>Tax Rate</th>
<th>Increment Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Projected Value</td>
<td>Captured Appraised Value</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015</td>
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<td>1.1567</td>
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<tr>
<td>2016</td>
<td>$ 89,239,610</td>
<td>$ 812,097,599</td>
<td>$ 722,857,989</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$ 811,951</td>
</tr>
<tr>
<td>2017</td>
<td>$ 89,239,610</td>
<td>$ 852,702,479</td>
<td>$ 763,462,869</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$ 811,951</td>
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<tr>
<td>2018</td>
<td>$ 89,239,610</td>
<td>$ 895,337,603</td>
<td>$ 806,097,993</td>
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<td>1.1567</td>
<td>$ 811,951</td>
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<tr>
<td>2019</td>
<td>$ 89,239,610</td>
<td>$ 940,104,483</td>
<td>$ 850,864,873</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$ 811,951</td>
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<tr>
<td>2020</td>
<td>$ 89,239,610</td>
<td>$ 987,109,708</td>
<td>$ 897,870,098</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$ 811,951</td>
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<tr>
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<td>$ 89,239,610</td>
<td>$ 1,036,465,193</td>
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<td>1.1567</td>
<td>$ 811,951</td>
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<tr>
<td>2022</td>
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<td>$ 1,088,288,453</td>
<td>$ 999,048,843</td>
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<td>1.1567</td>
<td>$ 811,951</td>
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<tr>
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<td>$ 1,142,702,875</td>
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<td>2024</td>
<td>$ 89,239,610</td>
<td>$ 1,199,838,019</td>
<td>$ 1,110,598,409</td>
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<td>1.1567</td>
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<td>2025</td>
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<td>$ 1,259,829,920</td>
<td>$ 1,170,590,310</td>
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<tr>
<td>2026</td>
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<td>$ 1,322,821,416</td>
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<tr>
<td>2027</td>
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<td>2028</td>
<td>$ 89,239,610</td>
<td>$ 1,458,410,611</td>
<td>$ 1,369,171,001</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$ 811,951</td>
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</tbody>
</table>

**Notes:**

1. Houston Independent School District participation in the TIRZ ends with the collection of the Tax Year 2028 payment
2. Base Year is Tax Year 1998
3. For Tax Years 2015 to 2028, the property value increases at an annual rate of 5%
4. Collection rate for Tax year 2015 to Tax Year 2028 estimated at 95%
Exhibit 4A: Revenue Schedule: 1998 Annexed Area- HISD

<table>
<thead>
<tr>
<th>Tax Year (1)</th>
<th>Base Value (2)</th>
<th>Projected Value</th>
<th>Captured Appraised Value</th>
<th>Projected Plan Appraised Value</th>
<th>Collection Rate (4)</th>
<th>Tax Rate</th>
<th>Increment Revenue</th>
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<tr>
<td>2015</td>
<td>$87,995,210</td>
<td>$401,055,219</td>
<td>$313,060,009</td>
<td>$65,136,000</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$715,757</td>
</tr>
<tr>
<td>2016</td>
<td>$87,995,210</td>
<td>$421,107,980</td>
<td>$333,112,770</td>
<td>$65,136,000</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$715,757</td>
</tr>
<tr>
<td>2017</td>
<td>$87,995,210</td>
<td>$442,163,379</td>
<td>$354,168,169</td>
<td>$65,136,000</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$715,757</td>
</tr>
<tr>
<td>2018</td>
<td>$87,995,210</td>
<td>$464,271,548</td>
<td>$376,276,338</td>
<td>$65,136,000</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$715,757</td>
</tr>
<tr>
<td>2019</td>
<td>$87,995,210</td>
<td>$487,485,125</td>
<td>$399,469,915</td>
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<td>95.00%</td>
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<td>$715,757</td>
</tr>
<tr>
<td>2020</td>
<td>$87,995,210</td>
<td>$511,659,381</td>
<td>$423,864,171</td>
<td>$65,136,000</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$715,757</td>
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<tr>
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<td>$715,757</td>
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<td>95.00%</td>
<td>1.1567</td>
<td>$715,757</td>
</tr>
<tr>
<td>2024</td>
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</tr>
<tr>
<td>2025</td>
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<td>95.00%</td>
<td>1.1567</td>
<td>$715,757</td>
</tr>
<tr>
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<td>95.00%</td>
<td>1.1567</td>
<td>$715,757</td>
</tr>
<tr>
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<td>$632,242,342</td>
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<td>1.1567</td>
<td>$715,757</td>
</tr>
<tr>
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<td>$668,254,219</td>
<td>$65,136,000</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$715,757</td>
</tr>
</tbody>
</table>

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

$10,020,598
LEGEND

- ROW
- Existing Boundary
- Proposed Annexation

2222 Pierce incorporated into O.S.T/Almeda Boundaries
AN ORDINANCE RELATING TO THE FISCAL AFFAIRS OF THE OLD SPANISH TRAIL/ALMEDA CORRIDORS REDEVELOPMENT AUTHORITY ON BEHALF OF REINVESTMENT ZONE NUMBER SEVEN, CITY OF HOUSTON, TEXAS (OLD SPANISH TRAIL/ALMEDA CORRIDORS ZONE); APPROVING THE FISCAL YEAR 2018 OPERATING BUDGET FOR THE AUTHORITY AND THE FISCAL YEARS 2018-2022 CAPITAL IMPROVEMENTS BUDGET FOR THE ZONE; CONTAINING FINDINGS AND OTHER PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND DECLARING AN EMERGENCY.

* * * * * * *

WHEREAS, the Old Spanish Trail/Almeda Corridors Redevelopment Authority (the “Authority”), a local government corporation acting on behalf of the City in connection with Reinvestment Zone Number Seven, City of Houston, Texas (the “Zone”), has submitted an Operating Budget for Fiscal Year 2018 (the "Operating Budget") and a five-year Capital Improvements Projects Budget for Fiscal Years 2018-2022 (the "CIP Budget," and, collectively with the Operating Budget, the “Budgets”) to the City Council for approval pursuant to the Tri-Party agreement among the City, the Authority, and the Zone approved by Ordinance No. 1998-681, as amended by Ordinance No. 2001-127; and

WHEREAS, the City designated the Zone on May 7, 1997, by Ordinance No. 97-478, over a certain area within the City and added additional areas to the Zone by Ordinance No. 98-1145 approved on December 9, 1998, by Ordinance No. 2008-418 approved on May 14, 2008, and by Ordinance No. 2013-796 approved on September 11, 2013; and

WHEREAS, the Budgets are based on the following assumptions:

1. The timely implementation of capital improvement projects in the Budgets may require the Authority to incur debt; and

2. The City’s Chief Development Officer will assist the Authority in identifying a cost-efficient method to finance the costs of the capital improvements, and
WHEREAS, the City has experienced an incremental increase in the cost of providing municipal services as a result of the creation of the Zone and the development and redevelopment of the land in the Zone; and

WHEREAS, the City Council finds that it is appropriate to recover its incremental costs of municipal services for Fiscal Year 2018 from the tax increment produced by the City and paid into the Tax Increment Fund of the Zone, subject to complying with the provisions of Texas Tax Code Section 311.010(i); and

WHEREAS, the City Council finds that the incremental costs of providing municipal services set forth in the Operating Budget attached hereto as Exhibit A are reasonable and will be paid from the tax increment produced by the City and paid into the Tax Increment Fund of the Zone; and

WHEREAS, the City Council desires to approve the Budgets; NOW, THEREFORE,

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

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

Section 2. That the City Council takes cognizance of the fact that in order to implement the Project Plan and Reinvestment Zone Financing Plan for the Zone, as amended, and to make adjustments occasioned by events transpiring during the year, the Authority, upon the approval of the City's Chief Development Officer, may transfer funds from one Line Item of Project Costs shown on Exhibit A to another. Unless approved by the City Council, the Authority may only transfer funds (1) as needed for Debt Service and (2) from one Line Item of Project Costs to another provided that the aggregate of such transfers does not exceed $400,000 during Fiscal Year 2018. Subject to the foregoing, the Operating Budget attached hereto as Exhibit A is hereby approved for the Authority.

Section 3. That the CIP Budget attached hereto as Exhibit B is hereby approved for the Zone.
Section 4. That not later than March 31, 2018, the Zone and the Authority shall, in cooperation with City representatives, (1) identify surplus funds in the Authority's Fiscal Year 2018 Operating Budget based on the difference between Zone revenues and the Fiscal Year 2018 Operating Budget for the Authority approved by the City; and (2) make available any surplus Zone funds, through appropriate agreement, for projects identified by the City that are eligible for tax increment funding, such as affordable housing, areas of public assembly, incremental costs of municipal services attributable to development and redevelopment in the Zone, and capital projects that benefit the City and the Zone. The agreement may provide for the payment of surplus funds into one or more accounts established by the City or may provide for direct payment by the Authority for that purpose. The Zone and the Authority shall consider amendments to the Zone's Project Plan and Reinvestment Zone Financing Plan that may be necessary to accomplish this purpose, and shall expedite any such amendments.

Section 5. That the City’s Chief Development Officer is directed to assist the Authority in identifying a cost-efficient method for financing public infrastructure consistent with financing principles used by the City.

Section 6. That the approval of this Budget is contingent upon receipt by the City’s Chief Development Officer of a document signed by the Administrator of the Authority and/or Zone disclosing the name of each owner or developer of property within the Zone from which the Administrator has received compensation during the last five calendar years, and the amount of compensation by owner by year. Compensation may be expressed by category as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category I</td>
<td>Less than $1,000.00</td>
</tr>
<tr>
<td>Category II</td>
<td>At least $1,000.00 but less than $10,000.00</td>
</tr>
<tr>
<td>Category III</td>
<td>At least $10,000.00 but less than $50,000.00</td>
</tr>
<tr>
<td>Category IV</td>
<td>At least $50,000.00 but less than $100,000.00</td>
</tr>
<tr>
<td>Category V</td>
<td>At least $100,000.00 but less than $500,000.00</td>
</tr>
<tr>
<td>Category VI</td>
<td>At least $500,000.00 but less than $1,000,000.00</td>
</tr>
<tr>
<td>Category VII</td>
<td>$1,000,000.00 or more</td>
</tr>
</tbody>
</table>
Section 7. That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 25th day of October, 2017.

APPROVED this _____ day of ____________, 2017.

[Signature]
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is OCT 31, 2017.

[Signature]
City Secretary

Prepared by Legal Department
OUT: October 2, 2017

Requested by Andrew F. Icken, Chief Development Officer, Office of the Mayor

L.D. File No.
0421300011007
<table>
<thead>
<tr>
<th>AYE</th>
<th>NO</th>
</tr>
</thead>
</table>
| ●   | ●   | MAYOR TURNER
| ●●●●| ●●●●| COUNCIL MEMBERS
| ●   | ●   | STARDIG
| ●   | ●   | DAVIS
| ●   | ●   | COHEN
| ●   | ●   | BOYKINS
| ●   | ●   | MARTIN
| ●   | ●   | LE
| ●   | ●   | TRAVIS
| ●   | ●   | CISNEROS
| ●   | ●   | GALLEGOS
| ●   | ●   | LASTER
| ●   | ●   | GREEN
| ●   | ●   | KNOX
| ●   | ●   | ROBINSON
| ●   | ●   | KUBOSH
| ●   | ●   | EDWARDS
| ●   | ●   | CHRISTIE
| CAPTION | ADOPTED |

MAY 017 Rev. 12/15
EXHIBIT A

Fiscal Year 2018 Operating Budget for
Old Spanish Trail/Almeda Corridors Redevelopment Authority
CITY OF HOUSTON
ECONOMIC DEVELOPMENT DIVISION
FISCAL YEAR 2018 BUDGET PROFILE

Fund Summary
Fund Name: OST/Almeda Corridors Redevelopment Authority
TIRZ: 07
Fund Number: 7555/50

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<th>PROFILE</th>
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<tbody>
<tr>
<td>Base Year:</td>
<td>1997</td>
</tr>
<tr>
<td>Base Year Taxable Value:</td>
<td>$89,520,330</td>
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<td>Projected Taxable Value (TY 2017):</td>
<td>$1,576,152,030</td>
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<tr>
<td>Current Taxable Value (TY 2016):</td>
<td>$1,416,849,715</td>
</tr>
<tr>
<td>Acres:</td>
<td>1728.91</td>
</tr>
<tr>
<td>Administrator (Contact):</td>
<td>Theola Petteway</td>
</tr>
<tr>
<td>Contact Number:</td>
<td>(713) 522-5164</td>
</tr>
</tbody>
</table>

Narrative

The OSTA/Almeda Corridors TIRZ accomplished the following: (a) Emancipation Park: Installation of Emancipation Park and Community Center Phase I improvements including off-site parking lot, geothermal well field and rain tanks; a new recreation building, renovation of the historic community center and pool house; and installation of new playground equipment, splash park, trails, corner monuments and enhanced landscaping. The grand opening of the newly renovated Emancipation Park is scheduled for June 17, 2017. (b) Historic Dowling Street Reconstruction Project: Construction of Phase I (Elgin to Cullen Boulevard between OST & Dixie Drive) has been completed. The project included roadway reconstruction and public utilities improvements (water, wastewater, storm sewer) and right-of-way improvements including enhanced sidewalks, street lighting and street trees; and sidewalks and street trees along north side of Tuam between Dowling and Hutchins. (c) OST & Griggs Landscape Project Phase II: Construction of additional right-of-way landscape improvements including ADA compliant 5' sidewalks, ramps, driveway approaches, pedestrian rest areas; additional back-of-curb landscape architectural improvements along Alleghany Street between Dixie Drive & OST, Tierwester Street between Dixie Drive and Zephyr; Cullen Boulevard between OST & Dixie Drive, and MLK between Kuhlman Gulley Bridge and Griggs Road. (d) Library on Griggs Road: Construction of this new Young Neighborhood Library project has been completed. (e) Park at Palm Center-Phase II: Design and installation of artistic signage/entrance for the park including an amenity for the community garden to be completed in 2018. (f) Discussions are underway with Commissioner Rodney Ellis on various projects for participation by Harris County in TIRZ #7.

Project Plan

<table>
<thead>
<tr>
<th>Capital Projects</th>
<th>Total Plan</th>
<th>Cumulative Expenses (to 6/30/16)</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roadway, Sidewalk and Public Utility Improvements</td>
<td>$139,740,400</td>
<td>$20,574,906</td>
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</tr>
<tr>
<td>Cultural Parks, Greenways and Other Public Space</td>
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<td>$27,779,893</td>
<td>$53,188,664</td>
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<tr>
<td>Public Facility Improvements &amp; Public Parking</td>
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<tr>
<td>Land Assembly, Site Preparation, Environmental Remediaiton</td>
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<tr>
<td>Business Development &amp; Catalyst Projects</td>
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<td>-</td>
<td>$7,000,000</td>
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<td>Total Capital Projects</td>
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<td>$61,719,941</td>
<td>$221,389,016</td>
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</table>

| Economic Development Infrastructure Projects | $19,000,000 | - | $19,000,000 |
| Affordable Housing | $3,500,000 | - | $3,500,000 |
| School & Education/Cultural Facilities | $26,260,451 | $12,242,920 | $14,017,531 |
| Financing Costs | $19,500,000 | $10,059,064 | $9,440,936 |
| Administration Costs/ Professional Services | $12,869,965 | $5,889,720 | $6,980,245 |
| Creation Costs | - | - | - |
| Total Project Plan | $364,237,383 | $80,911,845 | $274,325,538 |

Additional Financial Data

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<th>FY2017 Budget</th>
<th>FY2018 Estimate</th>
<th>FY2018 Budget</th>
</tr>
</thead>
<tbody>
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<td>Debt Service</td>
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<td>Principal</td>
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<td>$1,490,000</td>
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<tr>
<td>Interest</td>
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<td>Total Debt</td>
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<td>$5,968,528</td>
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<tr>
<td>Bond Debt</td>
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<td>$19,909,090</td>
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<tr>
<td>Bank Loan</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Line of Credit</td>
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<td>-</td>
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<tr>
<td>Developer Agreement</td>
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<tr>
<td>FY2017 Budget</td>
<td>FY2017 Estimate</td>
<td>FY2018 Budget</td>
</tr>
<tr>
<td>---------------</td>
<td>-----------------</td>
<td>---------------</td>
</tr>
<tr>
<td><strong>RESOURCES</strong></td>
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<tr>
<td><strong>Miscellaneous</strong></td>
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<td><strong>Miscellaneous revenue</strong></td>
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<td><strong>Interest Income - City of Houston</strong></td>
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<tr>
<td><strong>Interest Income - ISD</strong></td>
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<td><strong>Other Interest Income</strong></td>
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<td><strong>City of Houston (Include grants)</strong></td>
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<td><strong>Grant Funds (Include FTA &amp; Donors)</strong></td>
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<tr>
<td><strong>Grant Proceeds</strong></td>
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<td><strong>Line of Credit/Bank Loans</strong></td>
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<td><strong>Proceeds from Bank Loan</strong></td>
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</tr>
<tr>
<td><strong>Contact Revenue Bond Proceeds</strong></td>
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<td><strong>TOTAL AVAILABLE RESOURCES</strong></td>
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<td><strong>Administration Services &amp; Benefits</strong></td>
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<td>$250,000</td>
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<td><strong>Audit</strong></td>
<td>$10,200</td>
<td>$10,200</td>
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<tr>
<td><strong>Bond Services/Trustee/Financial Advisor</strong></td>
<td>$8,581</td>
<td>$8,803</td>
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<td><strong>Property Account Management (Equity)</strong></td>
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<td><strong>Insurance</strong></td>
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<td><strong>Cost of Issuance</strong></td>
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<td>$12,887,143</td>
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EXHIBIT B

Fiscal Years 2018-2022 Capital Improvement Projects Budget for Tax Increment Reinvestment Zone Number Seven (Old Spanish Trail/Almeda Corridors Zone)
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## Source of Funds

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<th>Through 2016</th>
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<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>FY18 - FY22 Total</th>
<th>Cumulative Total (To Date)</th>
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<tbody>
<tr>
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<td>28,138,991</td>
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<td>3,584,455</td>
<td>8,552,254</td>
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<td>116,581,014</td>
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<td><strong>11,883,056</strong></td>
<td><strong>3,584,455</strong></td>
<td><strong>8,552,254</strong></td>
<td><strong>64,328,150</strong></td>
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<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>FY18 - FY22 Total</th>
<th>Cumulative Total (To Date)</th>
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</thead>
<tbody>
<tr>
<td>Through 2016</td>
<td>12,189,383</td>
<td>28,138,991</td>
<td>11,883,056</td>
<td>3,584,455</td>
<td>8,552,254</td>
<td>64,328,150</td>
<td>116,581,014</td>
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<tr>
<td>Projected 2017</td>
<td>6,665,206</td>
<td>12,189,383</td>
<td>28,138,991</td>
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<td>3,584,455</td>
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<td>64,328,150</td>
</tr>
<tr>
<td>2018</td>
<td>12,189,383</td>
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<td>64,328,150</td>
<td>116,581,014</td>
</tr>
<tr>
<td>2019</td>
<td>28,138,991</td>
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<td>64,328,150</td>
<td>116,581,014</td>
<td>116,581,014</td>
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<tr>
<td>2020</td>
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<td>3,584,455</td>
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<td>64,328,150</td>
<td>116,581,014</td>
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<td>116,581,014</td>
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</table>
Project: Park @ Palm Center - Phase II

Description: Design and construct additional amenities and public art for newly constructed public park adjacent to METRORAIL Transit Station at Palm Center creating a "smart park."

Justification: Additional amenities will be added to better fit patrons of the new and adjacent METRO Transit Station at Palm Center.

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<tr>
<th>Project Allocation</th>
<th>Projected Expenses thru 6/30/16</th>
<th>2017 Budget</th>
<th>2017 Estimate</th>
<th>2018</th>
<th>2019</th>
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<th>2022</th>
<th>Total</th>
<th>FY18 - FY22 Total</th>
<th>Cumulative Total (To Date)</th>
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Total Allocations | $ 2,607,743 | $ 61,212 | $ 61,212 | $ 175,000 | - | - | - | - | - | $ 175,000 | $ 2,843,955 |

Source of Funds

<table>
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<tr>
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<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>Total</th>
<th>Cumulative Total (To Date)</th>
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<td>TIRZ Funds (includes bonds)</td>
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<td>61,212</td>
<td>61,212</td>
<td>175,000</td>
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<tr>
<td>City of Houston (include grants)</td>
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<td>-</td>
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<td>Grant Funds (include FTA &amp; don)</td>
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</tbody>
</table>

Total Funds | $ 2,607,743 | $ 61,212 | $ 61,212 | $ 175,000 | - | - | - | - | - | $ 175,000 | $ 2,843,955 |
## Project: Real Property Land Assembly & Site Preparation

### Description:
Acquisition, remediation, and site preparation of land for general redevelopment, public, cultural and recreational facilities including adequate parking.

### Justification:
Planned improvements at targeted locations will further enhance the quality of life for residents, businesses and other stakeholders in the zone.

### Project Allocation

<table>
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<th></th>
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<td>6 Close-Out</td>
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### Total Allocations

- $3,505,592
- $30,000
- $30,000
- $2,846,500
- $2,113,750
- $-
- $-
- $-
- $4,960,250
- $8,495,842

### Fiscal Year Planned Expenses

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

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<thead>
<tr>
<th>Personnel</th>
<th>Supplies</th>
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### Source of Funds

- **TIRZ Funds (includes bonds)** $3,505,592 $30,000 $30,000 $2,846,500 $2,113,750 $-
- **City of Houston (include grants)** $-
- **Grant Funds (include FTA/donors)** $-
- **Other** $-

### Total Funds

- $3,505,592 $30,000 $30,000 $2,846,500 $2,113,750 $-
- $-
- $-
- $-
- $4,960,250 $8,495,842
### Project: Emancipation Avenue Reconstruction Project

**City Council District:**
- **Location:** D
- **Geo. Ref.:** 493 & 533
- **Key Map:** 493 & 533
- **WBS.:** T-0711A
- **Served:** D
- **Neighborhood:** 06 & 83

#### Description:
Design and construct improvements to Emancipation Ave. from Pierce to McGowen to include new pavement, reinforced concrete curb and gutter, ADA 6’ sidewalks, wheelchair ramps, driveways, special landscaping, waterline, drainage, sanitary, traffic signals, crosswalk striping, pedestrian lights, sodding, tree planting and protection, bike lane/routes shall be added to promote pedestrian activity.

#### Justification:
Roadway, utilities and sidewalks are in poor condition. Emancipation Avenue (Dowling) was formerly the “downtown” corridor of the historic Third Ward.

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

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<th>Item</th>
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<th>2021</th>
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<td>Svcs. &amp; Chgs.</td>
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### Fiscal Year Planned Expenses

#### Project Allocation

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<th>2017 Budget</th>
<th>2017 Estimate</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>FY18 - FY22 Total</th>
<th>Cumulative Total (To Date)</th>
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<tbody>
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<tr>
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<td>4,268,751</td>
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</table>

**Other Sub-Total:** - - - 321,794 602,386 1,833,182 1,511,389 4,268,751 4,268,751

**Total Allocations:** $ - - - $ 251,589 $ 2,518,541 $ 4,660,523 $ 10,733,254 $ 8,547,837 $ 26,711,744 $ 26,711,744

#### Source of Funds

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>2017 Budget</th>
<th>2017 Estimate</th>
<th>2018</th>
<th>2019</th>
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<th>2021</th>
<th>2022</th>
<th>FY18 - FY22 Total</th>
<th>Cumulative Total (To Date)</th>
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<td>Grant Funds (include FTA/donors)</td>
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</tr>
</tbody>
</table>

**Total Funds:** $ - - - $ 251,589 $ 2,518,541 $ 4,660,523 $ 10,733,254 $ 8,547,837 $ 26,711,744 $ 26,711,744
### Project: Emancipation Park and Community Center

**Description:** Redevelopment of historic park and facilities including a renovated community center, new recreation building, renovated pool house playground/splash park, recreation/sports areas and parking.

**Justification:** Emancipation Park was founded by former slaves to celebrate the freedom of slaves in the State of Texas. Project will refine and preserve historic elements of the park while creating functional green space for the surrounding neighborhoods and serve as a designation for local, state, national and international visitors.

#### Project Allocation

<table>
<thead>
<tr>
<th>Project Allocation</th>
<th>Projected Expenses thru 6/30/16</th>
<th>2017 Budget</th>
<th>2017 Estimate</th>
<th>2018</th>
<th>2019</th>
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<th>2021</th>
<th>2022</th>
<th>FY18 - FY22 Total</th>
<th>Cumulative Total (To Date)</th>
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<td>5 Equipment</td>
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<td>$ 5,000,000</td>
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<tr>
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<td><strong>$ 402,516</strong></td>
<td><strong>$ 402,516</strong></td>
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#### Source of Funds

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<th>FY18 - FY22 Total</th>
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<td>$ 42,264,215</td>
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<tr>
<td>Total Funds</td>
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<td>$ 42,264,215</td>
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### Project: Historic Holman Street Reconstruction Project

**Description:** Plan, design and construct infrastructure, landscape and pedestrian amenities along this historic corridor.

**Justification:** Roadway, utilities and sidewalks are in poor condition.

### Fiscal Year Budgeted Operating and Maintenance Costs

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<tr>
<th>Year</th>
<th>Personnel</th>
<th>Supplies</th>
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### Project Allocation

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<td>261,676</td>
<td>1,363,698</td>
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### Total Allocations

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### Source of Funds

- **TIRZ Funds (includes bonds):** 926,139
- **City of Houston (includes grants):** -
- **Grant Funds (includes FTA/Donors):** -
- **Other:** -

### Total Funds

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</table>

Page 9 of 15
**Project:** Greater Third Ward Neighborhood Project  

**Location:** D  

**Served:** D  

**Description:** Assessment of public infrastructure in residential streets in the Upper Third Ward, design and install public improvements, including landscaping, pedestrian amenities including greenspace and public art to stimulate development in the area.  

**Justification:** Street segments, public utilities and sidewalks are in poor condition in residential areas adjacent to activity centers. Adequate infrastructure for adjacent areas will increase consumer base for retail/commercial development.  

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

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>Total</th>
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<td>Capital Outlay</td>
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</tbody>
</table>

### Fiscal Year Planned Expenses

<table>
<thead>
<tr>
<th>Project Allocation</th>
<th>Projected Expenses thru 6/30/16</th>
<th>2017 Budget</th>
<th>2017 Estimate</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>FY18 - FY22 Total</th>
<th>Cumulative Total (To Date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase</td>
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**Total Allocations:** $ - $ - $ - $ 375,652 $ 7154,775 $ 6,946,888 $ - $ - $ 14,477,315 $ 14,477,315

**Source of Funds**

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</table>

**Total Funds:** $ - $ - $ - $ 375,652 $ 7,154,775 $ 6,946,888 $ - $ - $ 14,477,315 $ 14,477,315
### Project: MacGregor Park and Tennis Center

**Description:** Planning, design and installation of improved access to MacGregor Park at MacGregor which is near Old Spanish Trail, Martin Luther King Blvd., MetroRail station, Calhoun and Brays Bayou.

**Justification:** Improve green space and public amenities for the surrounding neighborhoods, universities and other City of Houston residents and serve as a catalyst for redevelopment of the adjacent economic development corridors.

### Operating and Maintenance Costs ($ Thousands)

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### Fiscal Year Planned Expenses

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**Source of Funds**

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Project: Live Oak Street Improvements Project

Description: Design and construct Improvements to Live Oak Street from Pierce to Truxillo to include new pavement, reinforced concrete curb and gutter, ADA 6' sidewalks, wheelchair ramps, driveways, special landscaping, waterline, drainage, sanitary, traffic signals, crosswalk striping, pedestrian lights, sodding, tree planting and protection, bike lane/routes shall be added to promote pedestrian activity.

Justification: Roadway, utilities and sidewalks are in poor condition.

Project Allocation

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Fiscal Year Planned Expenses
## Hutchins Street Improvements Project

**Description:** Design and construct improvements to Hutchins Street from Pierce to Truxillo to include ADA 6' sidewalks, reinforced concrete curb and gutter, wheelchair ramps, driveways, special landscaping, crosswalk striping, sodding, tree planting and protection shall be added to promote pedestrians activity.

**Justification:** Roadway, utilities and sidewalks are in poor condition.

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

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### Project: Scott Street Improvements Project

**Location:** D  
**City Council District:** D  
**Served:** D  
**Geo. Ref.:**  
**Neighborhood:**  
**WBS.:** T-0726  
**Key Map:**  

#### Description:
Design and construct improvements to Scott Street from Wheeler to I-610 to include new pavement, reinforced concrete curb and gutter, ADA 6' sidewalks, wheelchair ramps, driveways, special landscaping, watering, drainage, sanitary, traffic signals, crosswalk striping, pedestrian lights, sodding, tree planting and protection, bike lane/routes shall be added to promote pedestrian activity.

#### Justification:
Roadway, utilities and sidewalks are in poor condition.

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

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<th>2019</th>
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#### Fiscal Year Planned Expenses

**Project Allocation**  

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<td>6 Close-Out</td>
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<td>7 Other</td>
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**Total Allocations:**

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<th>Source of Funds</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>FY18 - FY22 Total</th>
<th>Cumulative Total (To Date)</th>
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<tbody>
<tr>
<td>TIRZ Funds (includes bonds)</td>
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<td>19,621,581</td>
<td>21,263,561</td>
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### Project: Concrete Panel Replacement Program

**Description:** Street Maintenance Program

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

<table>
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**Total Allocations:**

- 2018: $ -
- 2019: $ -
- 2020: $ -
- 2021: $ -
- 2022: $ -
- Total: $ -

**Fiscal Year Planned Expenses**

<table>
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<th>FY18 - FY22 Total</th>
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<tr>
<td>City of Houston (include grants)</td>
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<td>Grant Funds (include FTA/donors)</td>
<td>$125,000</td>
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<tr>
<td>Other</td>
<td>$125,000</td>
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</tbody>
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**Total Funds:**

- 2018: $ -
- 2019: $ -
- 2020: $ -
- 2021: $ -
- 2022: $ -
- Total: $ -
Opportunity Index Amenities for CRP – Urban
2222 Pierce – 19299

1. Full Service Grocery Store: Randall’s – 1 Miles
   2225 Louisiana St
   Houston, TX 77002

2. Pharmacy: Randall’s – 1 Miles
   2225 Louisiana St
   Houston, TX 77002

3. Child Care (DFPS): La Branch Child Development Center – 2 Miles
   2320 La Branch St
   Houston, TX 77004

4. University of Houston – 5 Miles
   4800 Calhoun Road
   Houston, TX 77204

5. Health Facility: St Joseph Medical Center – 3 Miles
   1401 St. Joseph Parkway
   Houston, TX 77002

6. Indoor Recreation: YMCA – 1 Mile
   808 Pease St
   Houston, TX 77002
Welcome to Randalls Pharmacy
Refills just got easier! Manage your prescriptions online.

Taking care of your family's health is your top priority and our dedicated pharmacy team is here to make sure you get the best care available. Your pharmacist takes the time to carefully assess your medication history when filling your prescriptions and is there to explain what the medication is, how it works and how it should be taken. Safety and trust are important to you, and they're important to us!

- We care about your family's good health.
- We accept all major insurance plans and are a preferred pharmacy in many of them.
- Our mobile app makes it easy to order refills, view your family's prescriptions and available refills, or even get reminders when it's time to take your medication.
- It pays to use our pharmacy with copays as low as $0, gas rewards for out of pocket expenses, and a 10% off shopping pass with any immunization (restrictions apply, not available in New York or New Jersey).

Take Charge of Your Health

Prescriptions
Managing Your Prescriptions has never been so easy
Learn More

Pharmacy Services
Our services help you manage your family's good health
Learn More

Specialty Care
Get personalized support and care for complex problems
Learn More

More
Explore Pharmacy Careers at Randalls
Interested in selling your pharmacy?
HIPAA Notice of Privacy Practices
Language Assistance Services
Notice of Non-Discrimination

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

Operation Number: 87540
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Center Name: La Branch Child Development Center
Location Address: 2320 LABRANCH ST
                                  HOUSTON, TX 77024
Mailing Address: 2320 LABRANCH ST
                                  HOUSTON, TX 77024
Phone Number: 713-799-0440
County: HARRIS
Website Address:
Email Address: tpicanca@cshc.com
Administrator/Director Name: Telena Gaines
Type of Issuance: Full Parent
Issuance Date: 8/19/2018
Permit Renewal Due Date: 8/19/2020
Condition(s) Permit: No
Accepts Child Care Subsidies: No
Hours of Operation: 09:30 AM-05:30 PM
Days of Operation: Monday - Friday
Total Capacity: 33
Licensed to Serve Ages: Infant, Toddler, PreKindergarten, School
Total Capacity: 33
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. Licensed 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:
- Inspections: 2
- Assessments: 2
- Self Reported Incidents: 2
- Reports: 2

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, 1468 standards were evaluated for compliance at this operation.

Of the standards evaluated, 6 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 scores.

The weights of the standard deficiencies cited in the past three years are as follows:

2 were weighted as High
0 were weighted as Medium - High
3 were weighted as Medium
0 were weighted as Medium - Low
1 was 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, 2003. 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, 2003 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 DPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
### Public Universities

#### University of Houston

<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Houston</td>
<td>Renu Khator, President</td>
<td>(713) 743-4000</td>
</tr>
</tbody>
</table>

**University of Houston System**

- **University of Houston**
  - 4800 Calhoun Road
  - Houston, TX 77204
  - (713) 743-4000
- **University of Houston-Downtown**
  - 4300 Elgin Street
  - Houston, TX 77204
  - (713) 743-4000
- **University of Houston-Victoria**
  - 300 University Blvd.
  - Victoria, TX 77905
  - (361) 593-3000

**Texas A&M University System**

- **Texas A&M University**
  - 3621 TAMU
  - College Station, TX 77843
  - (979) 862-1111
- **Texas A&M University-Commerce**
  - 3501 University Ave.
  - Commerce, TX 75429
  - (903) 468-1570
- **Texas A&M University-Corpus Christi**
  - 6900 Ocean Drive
  - Corpus Christi, TX 78412
  - (361) 804-5200
- **Texas A&M University-Kingsville**
  - 700 University Ave.
  - Kingsville, TX 78363
  - (361) 593-2631

**Texas Tech University System**

- **Texas Tech University**
  - 3001 4th Street
  - Lubbock, TX 79409
  - (806) 743-2100
- **Texas Tech University at Odessa**
  - 3500 4th Street
  - Odessa, TX 79762
  - (432) 397-4311

**Texas State University System**

- **Texas State University**
  - 1333 N. University Drive
  - San Marcos, TX 78666
  - (512) 245-2111
- **Texas State University-San Marcos**
  - 121 University Drive
  - San Marcos, TX 78666
  - (512) 245-2111

**University of Texas System**

- **University of Texas at Austin**
  - 1 University Station
  - Austin, TX 78712
  - (512) 471-3434
- **University of Texas at Dallas**
  - 800 W. Campbell Road
  - Richardson, TX 75080
  - (972) 883-3111
- **University of Texas at El Paso**
  - 1 University Park
  - El Paso, TX 79968
  - (915) 747-0000
- **University of Texas at San Antonio**
  - 504 Culebra Road
  - San Antonio, TX 78249
  - (210) 525-3400
- **University of Texas at Tyler**
  - 4000 University Blvd.
  - Tyler, TX 75701
  - (903) 566-7777
- **University of Texas-Pan American**
  - 125 University Park Drive
  - Edinburg, TX 78539
  - (956) 278-3300
- **University of Texas at Permian Basin**
  - 1200 W. University Dr.
  - Odessa, TX 79764
  - (915) 887-6800
- **University of Texas at Rio Grande Valley**
  - 1 University Blvd.
  - Brownsville, TX 78520
  - (956) 882-3600
- **University of Texas at San Antonio**
  - 504 Culebra Road
  - San Antonio, TX 78249
  - (210) 525-3400

**Texas Southern University**

- **Texas Southern University**
  - 13200 S. University Blvd.
  - Houston, TX 77004
  - (713) 226-6200

**Texas A&M University-Kingsville**

- **Texas A&M University-Kingsville**
  - 3500 University Ave.
  - Kingsville, TX 78363
  - (361) 593-2631
ACADEMICS

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The University of Houston has an outstanding reputation for student success, teaching, research and innovation. Rigorous coursework, hands-on opportunities, leadership positions, and global experiences prepare students for the world. UH has dedicated, award-winning faculty members committed to helping students pursue their path of learning. Programs of study include undergraduate, graduate, doctoral, online and continuing education classes.

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Gerald D. Hines College of Architecture and Design
Kathrine G. McGovern College of the Arts
C. T. Bauer College of Business
College of Education
Cullen College of Engineering
Conrad N. Hilton College of Hotel and Restaurant Management
UH Law Center
College of Liberal Arts & Social Sciences
College of Medicine
College of Natural Sciences & Mathematics
College of Nursing
College of Optometry
College of Pharmacy
Graduate College of Social Work
College of Technology
Hobby School of Public Affairs

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Working alongside dedicated scholars and first-class, award-winning educators, UH graduate students prepare for dynamic careers and discover innovative solutions to society's toughest...
THE HONORS COLLEGE

The Honors College at the University of Houston is recognized among the top 10 in the nation. As an intellectually stimulating learning community and a vibrant, leading presence within the University, the Honors College attracts talented and motivated students and educators to a collegial environment where tradition is honored and possibilities realized.

Find out more about The Honors College

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24
Fully Online Graduate Programs

1250+
Online Courses Throughout The Year

#19
Ranked Online Graduate Education Programs

The University of Houston offers a wide variety of exceptional educational opportunities. Students can complete nationally ranked degrees via online while experiencing the same rigorous standards as traditional programs with the flexibility to complete them outside of traditional hours. Our qualified instructors provide students with the education and skills needed to continue on to the next chapter of their lives. We also deliver innovative education through certificate courses, workshops, conferences, online courses and custom-designed corporate training. Whether you are considering graduate school, making a career change or wanting to move up the corporate ladder, we have a course that’s built for you.

Online Courses » Online Graduate Programs » Online Undergraduate Programs » Professional Development »

STUDENT SUCCESS

UH is committed to student success — our programs support first generation, transfer, and traditional college students. We empower you from the moment you are accepted to graduate in four years and stay connected to the history and traditions of the University. Begin with Cub Camp, where you develop strong bonds with classmates, learn the rich history of UH and begin your experience with confidence. Enroll in UH in 4 — by graduating in 4 years, families save time and money because students can enter the workforce or begin graduate studies as quickly as possible. And take advantage of our undergraduate success programs.

Cub Camp

Cub Camp creates a fun, laid-back environment where you will actively participate over three-day stay developing strong academic and leadership skills making the transition to college life more comfortable.

Proveit Summer Read

The Proveit Summer Read Program is built around a common book that is read by all first year students. You'll engage with faculty early and develop a network of community with your peers.

UH in 4

The UH in 4 program is a partnership between the University and students to support graduation within four years. The program provides a comprehensive plan to help students navigate their four-year college experience.

Undergraduate Student Success Center

The Undergraduate Student Success Center helps transition students to a good fit major, offers tutoring and learning skills workshops, pre-professional and career advising; and supports first generation and transfer college students.

LIBRARIES

The University of Houston Libraries advances student success, knowledge creation and preservation, and globally competitive research. The Libraries system comprises the McGowen Library (the main campus library), the William J. Jenkins Architecture and Art Library, the Wrentham A. Petriye Optometry Library and the Music Library, providing access to a rich collection of physical and electronic resources.
over 3.2 million volumes.

Resources and services offered at the library include the following:

**Study Areas**
MD Anderson Library offers over 112,000 square feet of space designed for productivity, creativity and collaboration.

**Academic Research Center**
A computing facility focused on research and study needs.

**Learning Commons**
Provides tools for high-end multimedia and collaborative projects and is home to the Harnett Foundation Multimedia Studio and instructor-led technology training in a variety of topics.

**URL Digital Library**
An online space for the discovery of eclectic digital resources.

**Special Collections**
Preserves and provides access to rare and unique materials.

## ACADEMIC AFFAIRS

The Office of the Provost houses the Senior Vice President for Academic Affairs and Provost responsible for student access and success. The Office of the Provost initiates and oversees a broad range of programs which benefit students throughout the University of Houston and the community, including undergraduate, graduate, continuing and distance education programs, as well as all academic programs and policies.

- Office of the Provost
- Course Syllabi and Faculty CVs
- Learning Abroad
- International Student and Scholar Services
- Writing Center
- Student Resources
- Testing Services

---

*“I wanted to name this book that would represent the interest of the people who will use it. The issues that are discussed within the book have borders with each other, and I feel many ideas can relate to that. I also hope students will interact with each other when translating some of the languages they are unfamiliar with”* —John Lennon

---

Services Directory

Services A-Z

B
Behavioral Health
Breast Health

C
Cancer Centers
Emergencies
Employee Health
Gynecology

H
Heart Care
Hospice Care

I
Imaging Services
Intensive Care

L
Laboratory Services

M
Maternity Services

O
Occupational Medicine
Orthopedics

S
Sleep Center
Surgical Services

W
Weight Loss Surgery
Wound Care

Service Lines
Cancer Centers
Heart Care
Imaging Services

Patients
Billing, Payment & Insurance
Main Campus Price List
Patient Letters
Medical Records

Contact Us
Main Number: 713-756-7500
Billing: 713-756-7577
Media & Press: 713-756-8216

St. Joseph Medical Center
1401 St. Joseph Parkway
Houston, TX 77002

A Partnership with Physician Genesis.

About Us
About Us
Accreditations & Awards
Newsroom / Media
Careers / For Professionals
Volunteers

For Employees
Employee Benefits
For Providers
Online Verifications

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Steward Health Care
www.sjmc.org/services

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MEMBERSHIP MEANS MORE AT THE Y
The Y is a great place to be part of a community that is dedicated to helping you learn, explore new activities, and make friends at any stage in your life. With a shared commitment to nurturing the potential of children, improving health and well-being, supporting our neighbors, and giving back, your membership will not just bring about meaningful change in yourself, but also in your community.

Building Stronger Communities
Are you interested in coaching? Want to help make a positive impact on the future of our youth? Learn more about coaching youth sports. When we all pull in we rise together!

Support the Y>

A Place For Everyone
Every year we rely on donors to help ensure that all of the people in our community can access our services. There are lots of ways you can give and we are grateful for your help!

Support the Y>

Y Rewards
Get exclusive discounts on everything from major league sporting events to amusement park tickets with your Y membership!

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Achieve More.
YMCA Camp Cullen

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Build Your Career. Join Our Team!

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REQUEST A GUEST PASS

Be our guest! Spend a free day at the YMCA of Greater Houston.
Request your pass today by clicking the following link and selecting your preferred Y among 24 convenient locations.

Get Your Guest Pass

PROGRAM REGISTRATION

Search and register for any program available at the Y and through our partners.

SEARCH NOW

Blog
Contact Us
My Account
About
Mission & Focus
News & Media
Our Impact
Become a
Fundraiser
Membership
Guide
Executive Staff
Board of Directors
Financials
Give
Volunteer
Join the
YMCA
Careers
Financial
Assistance

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Our Mission: To put God’s Christian principles into practice through programs that build healthy spirit, mind and body for all. Everyone is Welcome.

YMCA of Greater Houston | PO Box 2107 | Houston, Texas 77203
| 713-699-0968

A United Way Agency
SELECT YOUR PREFERRED YAMONG 30+ LOCATIONS

**Aldine-Greenspoint Family YMCA**
300 Greens Rd
(In Torn Mowse Park)
Houston 77060
832.248.9522
**BUILDING HOURS**
Mon - Fri: 9:00 am - 6:00 pm
Sat: 8:00 am - 11:00 am
Sun: Closed

**Alief Family YMCA**
7850 Hillside Sugar Land Rd
Houston 77083
281.495.9100
**BUILDING HOURS**
Mon - Thu: 5:00 am - 9:00 pm
Fri: 5:00 am - 8:00 pm
Sat: 8:00 am - 5:00 pm
Sun: 1:00 pm - 5:00 pm

**Baytown Family YMCA**
6552 South Rd
Baytown 77521
281.427.1797
**BUILDING HOURS**
Mon - Fri: 7:00 am - 8:00 pm
Sat: 9:00 am - 1:00 pm
Sun: Closed

**Brenda and John Duncan YMCA**
10655 Clay Rd
Houston 77041
713.467.9622
**BUILDING HOURS**
Mon - Thu: 5:00 am - 10:00 pm
Fri: 5:00 am - 9:00 pm
Sat: 7:00 am - 7:00 pm
Sun: 12:00 pm - 7:00 pm

**Connect YMCA**
6700 Beltline Rd
Houston 77043
345.301.5537
**BUILDING HOURS**
Mon - Fri: 6:00 pm - 9:00 pm
Sat: 8:30 am - 12:00 pm
Sun: Closed

**Conroe Family YMCA**
10245 Owen Dr
Conroe 77304
936.441.9622
**BUILDING HOURS**
Mon - Thu: 5:00 am - 10:00 pm
Fri: 5:00 am - 9:00 pm
Sat: 7:00 am - 7:00 pm
Sun: 1:00 pm - 5:00 pm

**Cossaboom Family**

**D. Bradley McWilliams**
Page 121

**E. Montgomery**
Texas Department of Housing and Community Affairs  
ATTN: Housing Tax Credit Program, Neighborhood Input

<table>
<thead>
<tr>
<th>To: Texas Department of Housing and Community Affairs</th>
<th>From: Upper Third Ward Civic Club Association</th>
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<tr>
<td>Fax: 512-475-1895</td>
<td>Pages:</td>
</tr>
<tr>
<td>Phone: 512-475-3800</td>
<td>Date: March 1, 2019</td>
</tr>
<tr>
<td>Re: 2019 Quantifiable Community Participation Neighborhood Information Package</td>
<td>cc: N/A</td>
</tr>
</tbody>
</table>

x Urgent  □ For Review  □ Please Comment  □ Please Reply  □ Please Recycle
2019 Quantifiable Community Participation (QCP) Neighborhood Information Packet

The following are materials to assist Neighborhood Organizations in determining if they are a qualified Neighborhood Organization for the purpose of providing input for Quantifiable Community Participation ("QCP") and how to provide that input as provided under the State of Texas Qualified Allocation Plan ("QAP"). The materials include:

- Requirements for QCP Submission
- QCP Form
- Required Attachments
- Boundary Map Example

Este paquete contiene materiales e información para asistir a Organizaciones Vecindarios a determinar si califican para dar aportación a la Participación Cuantitativa Comunitaria ("QCP") y como proporcionar esa aportación según el State of Texas Qualified Allocation Plan ("QAP"). Si usted necesita asistencia o tiene preguntas sobre los requisitos del QAP, la plantilla, u otras preguntas con respecto al ciclo del Housing Tax Credit, favor de comunicarse con la División Multifamily Finance al 512-475-2201.

If you have questions regarding the QCP requirements, please contact Nicole Fisher in the Multifamily Finance Division by email at nicole.fisher@tdhca.state.tx.us, or by phone at (512) 475-2201.
REQUIREMENTS FOR QCP SUBMISSION

Should there be any conflict between this guidance and the QAP, the QAP takes precedence.

Quantifiable Community Participation, referred to as "QCP", is one of many selection criteria by which applications competing for Housing Tax Credits are reviewed and scored. This scoring item allows qualified neighborhood organizations to have input in the development that occurs in their community and serves the purpose of encouraging community participation from neighborhood organizations whose boundaries contain the proposed development site. Pursuant to §2306.6710(a)(1)(I) and §2306.6725(a)(2), Texas Government Code, the Texas Department of Housing and Community Affairs (the "Department" or "TDHCA") is required to rank applications using a competitive scoring system. QCP may qualify an Application for up to 9 points.

Written statements from a qualified Neighborhood Organization in current, valid existence with boundaries that contain the entire Development Site and which are on record with the Texas Secretary of State or county in which the development is to be located can be included in the QCP score.

DEADLINES

In order for its statement(s) to be eligible for points, a Neighborhood Organization:

- must have been in existence with boundaries containing the entire Development Site as of December 5, 2018 (30 days prior to the beginning of the Application Acceptance Period); and
- must have been on record with the Texas Secretary of State or county in which the development is to be located as of January 4, 2019.
- Letters of support, opposition, or neutrality must be received by the Department no later than 5:00 p.m. on March 1, 2019.

Statements may be mailed to the Department at:

Texas Department of Housing and Community Affairs  
Attention: Housing Tax Credit Program, Neighborhood Input  
PO Box 13941 (MC 332-10)  
Austin, TX 78711-3941

For overnight delivery or courier delivery DO NOT use the PO Box address. Use the following physical address. DO NOT SEND INFORMATION TO THIS ADDRESS VIA U.S. MAIL!

221 East 11th Street  
Austin, TX 78701-2410

Forms and attachments may also be faxed to (512) 475-1895.

DEFINITION OF "NEIGHBORHOOD ORGANIZATION" [2306.004(23-a) TX Govt. Code]

An organization that is composed of persons living near one another within the organization’s defined boundaries for the neighborhood and that has a primary purpose of working to maintain or improve the general welfare of the neighborhood. A Neighborhood Organization includes a homeowners’ association or a property owners’ association. For purposes of QCP, "persons living near one another" means two or more separate residential households.

In addition, the Neighborhood Organization must certify to the following:
• At least 80% of the current membership consists of homeowners and/or tenants living within the boundaries of the Neighborhood Organization; and
• None of the following individuals participated in the deliberations or voted on the decision to provide a statement with respect to the proposed development: the development owner, architect, attorney, tax professional, property management company, consultant, market analyst, tenant services provider, syndicator, real estate broker or agent or person receiving fees in connection with these services, current owners of the property, developer, builder, or general contractor associated with the proposed development.

SUBMISSION REQUIREMENTS

A Neighborhood Organization must submit the following:
• Completed Qualified Neighborhood Organizations Evidence of Quantifiable Community Participation form ("QCP form").
• Documentation that the organization was on record with the county or Secretary of State on or before January 4, 2019. (County and Secretary of State registry may require additional documentation to be submitted upon request.) If the documentation submitted for being on record with the county or Secretary of State is dated after January 4, 2019, evidence of being on record on or prior to January 4, 2019 is also required.
• Evidence that the Neighborhood Organization was in existence (ex: bylaws, articles, newsletter, minutes, etc.) with boundaries that include the entire Development Site as of December 5, 2018 (30 days prior to the beginning of the Application Acceptance Period) is required. If the documentation submitted for being in existence is dated after December 5, 2018, evidence of existence on or before December 5, 2018 is also required.
• Boundary Map – The boundary map should be legible, clearly marked with the geographical boundaries of the Neighborhood Organization, and indicate the location of the proposed Development. The written description and boundary map should have the same geographical boundaries as the map. The map must show the street names or identify the landmarks (for instance, railroad tracks or a creek) that make up the boundaries. This documentation is subject to the Department’s approval. A street-level map can be created at http://www.mapquest.com or at http://maps.google.com. Please contact the Department if assistance is needed to create an appropriate map.

ADDITIONAL INFORMATION

TDHCA may request that the organization provide additional information or documentation that it deems relevant to clarify information contained in the organization's form and/or enclosures. If the Department determines additional information is needed, staff will request information in an Administrative Deficiency Notice by e-mail or facsimile to the e-mail addresses or facsimile numbers provided on the form. If the deficiencies are not clarified or corrected to the Department's satisfaction within five business days from the date the notice is sent to the organization, the organization's form may not be considered further for scoring and the organization will be so advised. This deficiency process does not, however, extend any deadline associated with the "Quantifiable Community Participation" process. An organization may not submit additional information or documentation after the original submission of the QCP documentation except in response to the Department specifically requesting additional information.

Letters received by the Department setting forth that the eligible Neighborhood Organization objects to or opposes the Application or Development will be added to the Application posted on the Department’s website. Written statements from the Neighborhood Organizations included in an Application and not received by the Department from the Neighborhood Organization will not be
scored but will be counted as public comment. Any submission determined to be ineligible for QCP scoring will be summarized for the Department’s Governing Board as public comment but will not be scored for QCP.

Any statement of opposition from a Neighborhood Organization may be challenged if it is contrary to findings or determinations (including zoning) made by a city, county, school district, or other local governmental entity having jurisdiction or oversight over the finding or determination. If any such statement is challenged, the challenger must declare the basis for the challenge and the Neighborhood Organization will be given seven calendar days to provide support for its statements. Should the neighborhood Organization’s statements be found to be contrary to findings or determinations of a local Government Entity, or should the Neighborhood Organization not respond in seven (7) calendar days, then the Application shall be eligible for four (4) points under this scoring item.

INSTRUCTIONS FOR COMPLETING THE QCP FORM

If an organization is eligible to provide input on more than one Development, each Development must be addressed in a separate submission.

Part 1: Development Information

This section of the form requests basic information regarding the proposed affordable housing development for which the Neighborhood Organization wishes to provide comment. Please enter the Development Name and address. (If a street address is not available, descriptions such as “the southwest corner of Smith St and Jones Rd” are acceptable.)

Part 2: Neighborhood Organization Information

This section of the form requests information about the Neighborhood Organization that is providing input on a specific property. If the Neighborhood Organization has submitted comment during a past Application Round, provide the year the comment was submitted. If the organization is currently on record with the county or the Secretary of State, evidence of such is required to be attached to this form.

Part 3: Neighborhood Organization Contact Information

This section of the form requests contact information for two individuals who have authority to sign on behalf of the organization in case the Department needs to contact these individuals for additional information. Information about other members of the Neighborhood Organization may be required if the two contacts listed here do not reside within the Neighborhood Organizations boundaries.

Part 4: Reason for Support or Opposition

This section of the form requests the Neighborhood Organization to indicate whether they support or oppose the proposed development for which the input is being provided. A clear reason or reasons for the Neighborhood Organization’s support or opposition is required in order for the statement to qualify for points. A Neighborhood Organization should be prepared to provide additional information with regard to opposition.
Part 5: Written Boundary Description

This section of the form requests a written boundary description of the Neighborhood Organization's boundaries. In order for the comment to count for the QCP score, the boundaries of a Neighborhood Organization must be complete and include the Development Site. A boundary map, showing each boundary consistent with the description, should be attached to this form. If boundaries are not visible on the map or do not match the description, the Department will issue an Administrative Deficiency to request clarification. If the Development Site is not located within the boundaries, no QCP points will be awarded for the letter. The letter will still be presented to the Department's Governing Board as part of public comment.

Part 6: Certifications

This section of the form requests that the individuals with authority to sign on behalf of the Neighborhood Organization certify to the information presented on this form and that the Neighborhood Organization meets the requirements to qualify for purposes of Quantifiable Community Participation.

This certification includes statements regarding the membership of the neighborhood Organization as well as its boundaries and should be carefully reviewed.
The form requires the signature, printed name, date and title for both the 1st and 2nd Contact to be considered complete.
QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION

- Read each item carefully before completing the blanks.
- Certify to each requirement by signing the last page.
- All attachments must be included in the QCP submission package.
- Once a letter is submitted to the Department it may not be changed or withdrawn.

Part 1: Development Information

Development Name: 2222 Pierce - Houston 2222 Pierce Housing, LP
Development Street Address: 2222 Pierce Street
Development City: Houston
Development County: Harris
TDHCA # (for office use only): 10049

Part 2: Neighborhood Organization Information

Neighborhood Organization Name: Upper Third Ward Civic Club Association

This organization also made a submission to TDHCA in prior HTC Application Rounds:
- Check one: ☐ Yes ☑ No
- If YES, provide the years that the organization made submissions prior to 2019:

The Neighborhood Organization is a (select one of the following):
☐ Homeowners Association
☒ Property Owners Association
☐ Resident Council and our members occupy the existing development
☐ Other (explain):

As of December 5, 2018, (as applicable) this Neighborhood Organization is on record with (select one of the following):
☐ County
☒ Secretary of State

Part 3: Neighborhood Organization Contact Information

1st Contact Information
Name: Rev. Donald Elliston
Title: President
Physical Address: 3008 Webster St
Mailing Address (if different from above):
City: Houston
Phone: 713-817-1400
Email: raylsc@aol.com
ZIP Code: 77004
2nd Contact Information
Name: Rev. Vernita Ellison
Title: Vice President
Physical Address: 3008 Webster
Mailing Address (if different from above):
City: Houston
ZIP Code: 77004
Phone: 713-817-4583
Email:

Part 4: Reason for Support or Opposition
The Neighborhood Organization: □ Supports □ Opposes the Application for Competitive Housing Tax Credits for the above referenced development for the following reasons:

We support the award of tax credits because we believe this development will greatly benefit the community by providing quality affordable housing to families in the area. The development is designed to address the needs of a growing part of the Third Ward especially those who have financial obstacles. Additionally the development will include social services that will foster the further development of each individual tenant and move them toward home ownership.

Part 5: Written Boundary Description
Provide a written boundary description of the geographical boundaries of the Neighborhood Organization. (Example: North boundary is Main St, East boundary is railroad track, South boundary is First St., West boundary is Jones Ave.) Boundary description MUST match the boundary map.

The boundaries of the association are approximately Interstate 59 to the West, I 45 to the north, Cullen Blvd to the East, and Elgin Street to the South

QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION (Continued)
Part 6: Certifications

By signing this form, I (we) certify to the following:

- This organization certifies that the two contacts listed have the authority to sign on behalf of the Neighborhood Organization.
- This organization certifies that the organization was formed on or before December 5, 2018.
- This organization certifies that the boundaries of this organization include the proposed Development Site in its entirety. This organization acknowledges that boundary changes or annexations after January 4, 2019 may not be considered eligible and a site that is only partially within the boundaries may not satisfy the requirement that the boundaries contain the proposed Development Site.
- This organization certifies that it meets the definition of "Neighborhood Organization"; defined as an organization of persons living near one another within the organization's defined boundaries that contain the proposed Development Site and that has a primary purpose of working to maintain or improve the general welfare of the neighborhood.
- This organization certifies that none of the following individuals participated in the deliberations or voted on the decision to provide a statement with respect to the proposed development: the development owner, architect, attorney, tax professional, property management company, consultant, market analyst, tenant services provider, syndicator, real estate broker or agent or person receiving fees in connection with these services, current owners of the property, developer, builder, or general contractor associated with the proposed development.
- This organization certifies that at least 80% of the current membership consists of homeowners and/or tenants living within the boundaries of the Neighborhood Organization.
- This organization certifies that all certifications contained herein are true and accurate.

(First and Second Contacts must sign below):

Rev. Donald Ellison
1st Contact Signature

3/1/2019
Date

Rev. Donald Ellison
President
Title

Rev. Venita Ellison
2nd Contact Signature

3/1/2019
Date

Rev. Venita Ellison
Vice President
Title
QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION (Continued)

REQUIRED ATTACHMENTS
(Only if not previously submitted to register with TDHCA)

In addition to the information requested on the form, please attach the following items and include with your submission to the Texas Department of Housing & Community Affairs:

1. Documentation to support the selection of being on record with the County or Secretary of State (ex: letter from county clerk or judge acknowledging the Organization, letter from the Secretary of State stating the incorporated entity is in good standing.)

2. Evidence of the Neighborhood Organization's existence (ex. bylaws, newsletter, minutes, etc.)

3. Boundary Map: The boundary map should be legible, clearly marked with the geographical boundaries of the Neighborhood Organization, and indicate the location of the proposed Development.

Example:

![Boundary Map Example]

The solid line indicates the Neighborhood Organization's boundary. The X indicates the development site.
TEXAS SECRETARY of STATE
DAVID WHITLEY

Filing Number: 138728891
Original Date of Filing: February 7, 1996
Amended Date: N/A

Tax ID: 1790682829
Duration: Perpetual

Name: UPPER THIRD WARD CIVIC CLUB ASSOCIATION
Address: 3403 HARLEY ST
HOUSTON, TX 77004-2116 USA

Entity Type: Domestic Nonprofit Corporation
Entity Status: In good standing
Type: 501(c)(3)

슴

https://direct.sos.state.tx.us/corp_inquiry/corp_inquiry-entity.asp?sec=filling_number=138728891&session_id=471665082&document_number=48248... 1/1
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<td>Application for Name Reservation</td>
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<td>Domestic Limited Liability Company (LLC)</td>
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<td>Domestic Limited Partnership (LP)</td>
<td>Forfeited existence</td>
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<td>Domestic Limited Liability Company (LLC)</td>
<td>Forfeited existence</td>
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Instructions:
1. To view additional information pertaining to a particular filing, select the number associated with the name.
2. To place an order for additional information about a filing, select the radial button listed under "Mark" that is associated with the entity and press the "Order" button.
ARTICLES OF INCORPORATION OF ASSOCIATION

Upper Third Ward Civic Club

We, the undersigned and natural person, at least 2 of whom are citizens of the state of Texas, and who are of the age of 18 years of more, acting as incorporators of a corporation under the Texas Nonprofit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of this corporation is Upper Third Ward Civic Club Association

ARTICLE II

The corporation is a nonprofit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which the corporation is organized are:

1. To assist and promote the acquisition and rehabilitation of single and multi-family housing units.

2. To stimulate quality home renovation and rehabilitation projects.

3. To collate and disseminate information and resources relative to improving housing conditions.

4. To serve as liaison between community residents and private and/or public sector funding sources.

5. To coordinate community housing improvement efforts.

6. To act as a purely public charity.

7. To solicit funds to carry out the purposes stated above.

8. To own real and/or personal property for the furtherance of these purposes.

9. To do things not prohibited by the laws of the State of Texas necessary to carry out the purposes of the organization.
Section 501(c) of the Internal Revenue Code.

The corporation shall do no act prohibited by section 501(c) of the Internal Revenue Code nor those
described under 501(m)(6) of the Internal Revenue Code. If it is intended that this corporation shall be
considered a religious organization as described in section 170(c) of the Internal Revenue Code, it shall
be used or distributed, exclusively for the purpose of the corporation and with the permission of
the corporation, from any source, after the payment of all debts and obligations of the corporation, shall
be distributed free of charge to the public in order to carry out the purposes of the corporation.

The corporation is not authorized to print and no part of the net earnings of the corporation shall
inure to the benefit of any director of the corporation or officer of the corporation, or any private
individuals, except that reasonable compensation may be paid for services rendered in any future
year.

No corporation shall engage in advocacy, lobbying, or any act prohibited by the Internal Revenue
Service. The corporation shall file annual return with the Internal Revenue Service and shall
continue to be in existence until dissolved or merged into another entity.

ARTICLE IX

ADDRESS

The name and street address of each incorporator is:

7. MARIE KENNEDY
6. MRS. NELLIE M. REED
5. MRS. THELMA SMITH
4. Mrs. CAROLYN ALEXANDER
3. ROBERT L. MURCHISON
2. REV. DONALD ELLISON
1. MRS. J. ALLISON

NAME
Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

In witness whereof, we have hereunto set our hands, this ___ day of 199

[Signatures]

The State of Texas

County of Harris

I, the undersigned, a Notary Public, do hereby certify that on this the 18th day of January 199 __, personally appeared before me, known to me to be the persons whose names are subscribed to the foregoing document and being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true and correct.

IN WITNESS WHEREOF I have hereunto set my hand and seal, the day and year above written.

[Signature]

Notary Public, in and for the State of Texas
ARTICLE V

The street address of the initial registered office of the corporation is 3028 Webster Avenue, Houston, Texas 77004 - 1747 and the name of its initial registered agent at such address is W.A. Allums.

ARTICLE VI

The corporation shall have no members.

ARTICLE VII

The number of directors (or trustees) constituting the initial board of directors (or trustees) of the corporation is seven and the name and address of the persons who are to serve as the initial directors (or trustees) are:

NAME

1. WILBERT J. ALLUMS
2. REV. DONALD ELLISON
3. ROBERT I. MURCHISON
4. MRS. CARRIE ARNOLD
5. MRS. THELMA SMITH
6. MRS. NETTIE FENLEY
7. MRS. MINNIE KENNEDY

ADDRESS/PHONE

3028 Webster Ave. – Houston, Texas 77004
652-2001

3008 Webster - Houston, Texas 77004
650-3701

3106 WEBSTER AVE. – Houston, Texas 77004
659-8345

3012 Gray Ave. – Houston, Texas 77004
659-6815

3025 WEBSTER AVE. – Houston, Texas 77004
659-6746

2701 GRAY AVE. – Houston, Texas 77004
654-7006

3031 DREW ST. – Houston, Texas 77004
659-4336
April Ellison  2010 Nagle Houston, Tx 77003  
Barbara Horton 3019 Webster Houston,Tx 77004

Sent from my iPhone 

On Mar 12, 2019, at 3:26 PM, Nicole Fisher <nicole.fisher@tdhca.state.tx.us> wrote:

I have reviewed the QCP submission from Upper Third World Civic Club Association. Please provide the following information no later than 5:00 pm, Tuesday, March 19, 2019.

1. provide the physical address of 2 members who live within the boundaries of the organization. The members should not share an address.
2. Provide a more legible map.

Thanks,

Nicole Fisher  
Housing Specialist  
Texas Department of Housing and Community Affairs  
221 E. 11th Street | Austin, TX 78701  
Office: 512.475.2201  
Fax: 512.475.1895  

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application.pdf
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
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
Department staff will place scanned copies of appeal documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf