2019 Multifamily Uniform Application
2019 HTC
Full Application

Part 1 Tab 1a

Application Certification

(Part 1 Tab 1b required for 4% Tax Exempt Bond Developments only)
2019 Multifamily Uniform Application Certification

Development Name: Nuestra Senora

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(1) 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.

By: ____________________________

Signature of Authorized Representative

Gerald W. Cichon

Printed Name

Title: ____________________________

Date: ____________________________

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

by: ____________________________

Gerald W. Cichon

(Personalized Seal)

Notary Public Signature

TEXAS

Notary Public, State of

EL PASO

County of

10-9-17

My Commission Expires:

2-28-19

Date

2/20/2019
2019 HTC Full Application

Part 1 Tab 2

Development Owner Certification, Acknowledgement, and Consent
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.

_____ 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.

_____ 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 no disclosure regarding §11.202(1)(N) of the Qualified Allocation Plan is necessary.

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

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

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

- [ ] The proposed Development is Rehabilitation (excluding Reconstruction) with ongoing and existing federal assistance from HUD, USDA, or Veterans Affairs (“VA”) and an exemption was requested prior to the filing of an Application or is being requested with the Application in accordance with §11.101(a)(2) of the Qualified Allocation Plan.

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

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

- [ ] The proposed Development is located in an area with an undesirable site feature and mitigation to be considered by staff and the Board is included in the Application.
Neighborhood Risk Factors  (select one of the main boxes as applicable)

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

_____ The Development Owner certifies that the Development is located in an area with the following neighborhood risk factors and the Neighborhood Risk Factors Report is submitted with the Application (select all that apply):

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

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

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

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

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

The Development will satisfy the minimum point threshold for common amenities as further described in §11.101(b)(5) of the Qualified Allocation Plan. These amenities must be for the benefit of all residents (market rate and low-income), meet accessibility standards, be sized appropriately to serve the proposed Target Population, be made available throughout normal business hours, and be maintained throughout the Affordability Period. The residents must be provided written notice of the amenity elections made by the Development Owner.

The Development will meet the minimum size of Units as further described §10.101(b)(6)(A) of the Qualified Allocation Plan.
The Development (excluding competitive Housing Tax Credit Applications) will include enough unit and development construction features to meet the minimum number of points as further described in §11.101(b)(6)(B) of the Qualified Allocation Plan.

The Development (excluding competitive Housing Tax Credit Applications) will include enough resident supportive services, at no charge to the residents, be accessible to all residents (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §11.101(b)(7) of the Qualified Allocation Plan, and offered in accordance with §10.619 of the Uniform Multifamily Rules. The tenant must be provided written notice of the elections made by the Development Owner.

If income averaging is elected, Unit Designations for all units identified as 20%, 30%, 40%, 50%, 60%, 70% and 80% Units will be dispersed across all Unit Types in a manner that does not violate fair housing laws, as required by 10 TAC §10.605(c), effective February 28, 2019.

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

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

The Development Owner will comply with any and all notices required by the Department.

None of the criteria in subparagraphs (A) – (N) of §11.202(1) of the Qualified Allocation Plan, related to ineligible Applicants, applies to those identified on the organizational chart for the Applicant, Developer and Guarantor.

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

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

Signature

Gerald W. Cichon

Printed Name: Cichon

Title: CEO

Date: 2-28-19

THE STATE OF TEXAS §

COUNTY OF EL PASO §

Before me, a notary public, on this day personally appeared GERALD CICHON, 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 28 day of FEBRUARY 2019

[Notary Public Signature]
Disclosure of Voluntary Compliance Agreements

1) The Housing Authority of the City of El Paso entered into a Voluntary Compliance Agreement with the US Department of Housing and Urban Development in June 2009 to bring all Public Housing Units into compliance with Section 504 and Title II of ADA.

Agreement attached, along with an update letter from HUD to TDHCA regarding progress under the Voluntary Compliance Agreement.

2) The Housing Authority of the City of El Paso (HACEP) executed an Agreed Final Order with the Texas Department of Housing and Community Affairs. Order attached.

HACEP is in the process of preparing and updating its internal procedures to improve compliance outcomes. These procedures will be submitted to TDHCA prior to June 30, 2019.

Additionally, HACEP is drafting written policies and procedures for all properties subject to a TDHCA LURA, to be submitted for Department review prior to June 30, 2019.
UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

VOLUNTARY COMPLIANCE AGREEMENT

BETWEEN

THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

THE HOUSING AUTHORITY OF THE CITY OF EL PASO
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I. INTRODUCTION

The Housing Authority of the City of El Paso (HACEP) owns, operates, or controls a public housing program consisting of housing and non-housing programs. The HACEP receives various Federal funds to operate, maintain, and make capital improvements to these housing and non-housing programs. The U.S. Department of Housing and Urban Development (HUD or the Department) has funded the HACEP’s communities, in part, through the provision of operating subsidies, capital funding (including the Capital Fund Program) and traditional Housing Choice Vouchers.

The HACEP is subject to Federal civil rights laws and regulations, including Section 504 of the Rehabilitation Act of 1973 (Section 504)\(^1\); Title II of the Americans with Disabilities Act of 1990 (ADA)\(^2\); the Fair Housing Act of 1968, as amended (Fair Housing Act)\(^3\); the Architectural Barriers Act of 1968\(^4\), Section 109 of Title I of the Housing and Community Development Act of 1974 (Section 109)\(^5\) and the respective implementing regulations for each Act. See also HUD’s implementing regulations at 24 C.F.R. §§ 960.103 and 982.53, as well as PIH Notice 06-13 or subsequent notices.

During the week of April 14, 2008, the Department conducted an on-site compliance review of the HACEP’s compliance with Section 504 and Title II of the ADA. The Department’s compliance review focused on the HACEP’s Low Income Public Housing (LIPH) program.\(^6\) The Department’s review included an examination of the HACEP’s application and admissions process; tenant selection, assignment, and transfer policies; reasonable accommodations policies; maintenance services; the designated UFAS-accessible housing units, including common areas; and housing and non-housing programs and activities. In addition, the Department conducted an accessibility review of the HACEP’s Administrative Office located at 5300 East Paisano Drive, El Paso, Texas. The Department also examined the HACEP’s tenant files, transfer files, grievance files, reasonable accommodation requests, eviction files, and records of application. In addition, the Department reviewed the HACEP’s current policies and procedures, including the HACEP’s Admissions and Occupancy Policy. The Department conducted interviews with the HACEP residents who reside in accessible units, and with the HACEP staff.

HUD’s review revealed deficiencies related to the physical accessibility of the common areas and individual dwelling units, as well as deficiencies in the HACEP’s current policies and procedures. On September 30, 2008, the Department issued its Letter of Findings of Non-Compliance (LOF) with Section 504 and Title II of the ADA.

\(^6\) The Department’s on-site accessibility reviews included family and elderly LIPH developments.
The HACEP agrees to enter into this Voluntary Compliance Agreement (VCA or Agreement) in order to address the findings of noncompliance and in order to comply with its responsibilities under Section 504 and Title II of the ADA, and their respective implementing regulations.

II. DEFINITIONS

Accessible – When used with respect to the design, construction, or alteration of housing and non-housing programs, “accessible” means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. §§ 8.3, 8.32, Appendix A to 24 C.F.R. § 40, and, where applicable, the Americans with Disabilities Act Standards for Accessible Design (ADA Standards), Appendix A to 28 C.F.R. § 36, meets the minimum standards for compliance and is accessible.

Accessible Route – A continuous, unobstructed UFAS-compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32; 28 C.F.R. § 35.151; and UFAS § 4.3. (See also definitions of “Dwelling Unit” and “Non-Housing Programs”.)

Assistance Animal – Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability; or animals that provide emotional support that alleviate one or more identified symptoms. An assistance animal is not considered a pet and, thus, is not subject to the HACEP’s Pet Policy. See PIH Notice 06-13 or successor notice.

Community – A public housing development of HACEP

Dwelling Unit/Housing Unit/Unit – A single unit of residence that provides a kitchen or food preparation area, in addition to rooms and spaces for living, bathing, and sleeping.

The HACEP – The officers, directors, agents (including contractors), employees and successors or assigns of The Housing Authority of the City of El Paso.

Non-Housing Programs and Facilities - All or any HACEP-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances (e.g., buses, shuttles and vans), roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property, or structure is located. A Non-Housing Program includes, but is not limited to, common areas, entrances, elevators, the HACEP on-site offices (excluding the HACEP’s Main Administrative Office which is defined separately as “Administrative Office”), community centers (including restrooms), day care facilities (including restrooms), corridors, hallways, meeting rooms, recreation rooms, senior citizen centers (including restrooms), social service offices, mail delivery, laundry rooms/facilities and trash disposal. Furthermore, Non-Housing Programs include any aid, benefit or service provided by the HACEP, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in the HACEP’s housing programs. To the extent that entrances, elevators, and common areas provide
accessible routes and connect dwelling units and Non-Housing Programs, they fall within the provisions of this Agreement.

**Person with a Disability** – For purposes of this Agreement, a person with a disability is any person who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing or learning; has a record of such impairment; or is regarded as having such an impairment. *See 24 C.F.R. § 8.3.*

**Reasonable Accommodation** – A reasonable accommodation is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, facility or unit that provides a person with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing), service or activity.

**Total Housing Units** – The total number of the HACEP’s public housing units published in HUD’s Public and Indian Housing Information Center (PIH) as of August 5, 2008, and as adjusted and reflected in Appendix A.

**UFAS** – Standards applicable to the design, construction or alteration of buildings to ensure that they are readily accessible to and usable by individuals with disabilities. *See 24 C.F.R. § 40.* Effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of the Uniform Federal Accessibility Standards (UFAS) shall be deemed to comply with the requirements of 24 C.F.R. §§ 8.21, 8.22, 8.23 and 8.25.

**UFAS-accessible Unit** – A dwelling unit that is designed, constructed, altered or adapted to fully comply with UFAS §§4.34.2-4.34.7. The unit can be approached, entered and used by persons with disabilities, including individuals who use wheelchairs, and located on an Accessible Route, as defined in this Agreement. The accompanying Non-Housing Programs must also be accessible in accordance with UFAS § 4.1.3 unless HACEP can demonstrate that the structural alterations needed to make the Non-Housing Programs accessible are structurally impracticable or would create an undue financial and administrative burden. *See 24 C.F.R. § 8.32 and UFAS §§ 4.1.3 and 4.34.2-4.34.7.*

**UFAS-adaptable Unit** – A dwelling unit that is on an accessible route, as defined by this Agreement, and is adaptable and otherwise in compliance with the standards set forth in § 8.32 is accessible. Adaptable or adaptability means the ability of certain elements of an otherwise accessible dwelling unit such as kitchen counters, sinks and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with disabilities or to accommodate the needs of persons with different types or degrees of disability. *See 24 C.F.R. §§ 8.3 & 8.32; UFAS §§ 4.34.3-4.34.6.*

**III. GENERAL PROVISIONS**

A. This Voluntary Compliance Agreement applies to all Federally-funded projects, related facilities, and programs or activities that the HACEP, its officers, directors, employees, agents, successors, and assigns or beneficiaries own, control, operate or sponsor.
B. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors or assigns of the HACEP and HUD. This Agreement shall remain in effect until the HACEP has satisfactorily completed the provisions set forth in this Agreement as determined by HUD or six (6) years after the effective date of this Agreement, whichever is later. **This contract will terminate upon certification from HUD that HACEP has satisfactorily completed all the requirements contained in this VCA.**

C. The HACEP's Annual and Five Year Plans ("the Plans") must be consistent with the requirements of this Agreement. The HACEP shall amend the Plans, as necessary, in order to ensure the adoption of the requirements of this Agreement.

D. This Agreement, along with the UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, shall serve as the HACEP's Transition Plan with respect to and in compliance with the provisions of programs for persons with disabilities. **See 24 C.F.R. §§ 8.21 (c)(4), 8.24 (d) and 8.25 (c).**

E. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, the ADA, and/or the Fair Housing Act. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.

F. This Agreement does not affect the ability of HUD or the HACEP to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this Agreement.

G. Upon its effective date, this Agreement shall be a public document. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the Department's and the State of Texas' Freedom of Information Act and Privacy Act Procedures.

H. If a reporting day falls on a weekend or a Federal holiday, the report will be due the first business day after the weekend or holiday.

I. To the extent that any prior written HUD guidance in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding the HACEP's obligations, responsibilities, or technical requirements under Section 504, the ADA, the Architectural Barriers Act, and/or UFAS, conflicts with this Agreement, this Agreement shall be the controlling document.

J. This Agreement does not supersede, or in any manner change the rights, obligations and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with Federal or State civil rights statutes.

K. This Agreement does not affect any requirements for the HACEP to comply with all requirements of Section 504, the ADA and/or the Fair Housing Act not addressed in this Agreement.
L. All covered multifamily dwellings built for first occupancy after March 13, 1991, shall also be designed and constructed to comply with the Fair Housing Act. See 42 U.S.C. § 3604(f)(3)(C) and 24 C.F.R. § 100.205.

M. Notwithstanding any other agreement or judicially imposed order to which HUD is not a party that requires the HACEP to provide a lesser number of units accessible to persons with disabilities, the HACEP is nonetheless obligated to provide the number of accessible units prescribed in this Agreement.

N. The HACEP will provide in alternate formats, upon request, all notices, correspondence and/or communications that this Agreement requires to be disseminated. See 24 C.F.R. § 8.6.

O. The following HUD officers are authorized to make approvals under this Agreement: Deputy Assistant Secretary for Enforcement and Programs, Office of Fair Housing and Equal Opportunity (FHEO); Director, Office of Enforcement (FHEO); and Director, Region VI, FHEO.

P. This Agreement may be modified by mutual, written agreement of HUD and the HACEP. This Paragraph does not limit, however, HUD’s authority to enforce Section 504 or any other authority.

Q. The HACEP must obtain advance HUD approval to expend any HUD funds for legal services concerning compliance activities under this Agreement.

R. If HUD determines that the HACEP is not making a good faith effort to fulfill its responsibilities under this Agreement, it may terminate the Agreement, subject to HUD’s written notice 60 days in advance of its proposed termination date and the HACEP’s written response delivered to HUD within 30 days of HUD’s written notice of proposed termination.

IV. SPECIFIC PROVISIONS

A. VOLUNTARY COMPLIANCE AGREEMENT (VCA) ADMINISTRATOR

1. The HACEP has appointed a VCA Administrator.

2. The HACEP shall have a VCA Administrator for the duration of the Agreement who will report directly to the Chief Executive Officer/Executive Director of the HACEP concerning matters arising from this Agreement.

3. The VCA Administrator will be responsible for coordinating all compliance activities under this Agreement, specifically:

   a. implementation of the provisions of this Agreement;
   b. coordination of the activities of the HACEP personnel who will assist the VCA Administrator in implementing this Agreement; and
c. submission of all reports, records and plans required by this Agreement.

4. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, or is assigned to other duties, the HACEP shall designate a new VCA Administrator within fourteen (14) days of the resignation or termination of the VCA Administrator. Upon designation, the HACEP shall provide HUD with the individual’s name and contact information.

B. **SECTION 504/ADA COORDINATOR**

1. The HACEP has appointed the Equal Opportunity Compliance Officer who will serve as the Section 504/ADA Coordinator.

2. In the event that the HACEP’s Section 504/ADA Coordinator resigns or is otherwise terminated, or is assigned to other duties, prior to the expiration of this Agreement, the HACEP shall appoint an Acting Coordinator within fourteen (14) days of the Section 504/ADA Coordinator’s resignation or termination and hire or appoint a new Section 504/ADA Coordinator within 90 days of the 504/ADA Coordinator’s resignation or termination. The HACEP shall inform HUD of the hiring or appointment of the new 504/ADA Coordinator.

3. Pursuant to 24 C.F.R. § 8.53 (a) and 28 C.F.R. § 35.107, the HACEP’s Section 504/ADA Coordinator shall:

   a. coordinate the HACEP’s compliance with Section 504 and HUD’s implementing regulations and with Title II of the ADA; and
   b. coordinate with the HACEP’s VCA Administrator on the implementation of the provisions of this Agreement

C. **HOUSING PROGRAMS**

1. **Provision of UFAS-Accessible Units**

Subject to the requirements of the **UFAS-accessible Unit Plan** (See Paragraph IV. C.2) the HACEP shall construct, convert, or certify as UFAS-Accessible a **minimum of five percent** (5%), or **289**, of its 5771 Total Housing Units. The Department may amend upward the minimum five percent (5%) standard if the Department determines, pursuant to 24 C.F.R. §§ 8.22 (c) and 8.23 (b)(2), that the needs of income eligible persons with disabilities in the City of El Paso for UFAS-Accessible Units exceeds five percent (5%). See also 24 C.F.R. § 8.25 (c). The HACEP must demonstrate to HUD’s satisfaction the completion of this requirement within six (6) years of the effective date of this Agreement. The HACEP will have 180 days from the effective date of this agreement to notify the Department of any modifications to the Total Housing Unit count. Any adjustment to the Total Housing Unit count and the number of UFAS-Accessible Units will be made only upon Special Applications Center approval of the disposition or demolition of any public housing units.
a. Unless otherwise agreed by HUD, the HACEP will demonstrate to HUD’s satisfaction the completion of the below units. UFAS-accessible units completed in excess of the annual requirement will be credited to the following years’ requirements. The production rate is as follows:

i. a minimum of thirty (30) UFAS-accessible Units no later than June 30, 2010;
ii. a minimum of an additional fifty (50) UFAS-accessible Units by June 30, 2011; or, a cumulative minimum of eighty (80) units by June 30, 2011;
iii. a minimum of an additional sixty-five (65) UFAS-accessible Units by June 30, 2012; or, a cumulative minimum of one hundred forty five (145) units by June 30, 2012;
iv. a minimum of an additional sixty-five (65) UFAS-accessible Units by June 30, 2013; or, a cumulative minimum of two hundred ten (210) units by June 30, 2013; and
v. an additional seventy-nine (79) UFAS-accessible Units by June 30, 2014; or, a cumulative minimum of two hundred eighty nine (289) units by June 30, 2014.

b. The HACEP shall reserve sufficient funding to achieve the annual rates for completion of UFAS-accessible units. Insufficient funds will not excuse the HACEP’s obligations to perform any of the obligations required pursuant to this Agreement.

c. The HACEP shall provide HUD with at least ninety (90) days notice during any pre-construction period, and at least thirty (30) days notice during any construction, conversion or certification period, if the HACEP receives notice that it cannot meet the production rates, production dates and/or bedroom size production rates set forth in Paragraphs IV. C.1 and C.2. The HACEP’s notification to HUD shall include a detailed explanation for each unit that will not be produced.

d. Pursuant to 24 C.F.R. § 8.26, the UFAS-accessible units to be completed pursuant to this Agreement shall be subject to reasonable health and safety requirements and to the maximum extent feasible:

i. distributed throughout the HACEP’s communities and sites; and
ii. available in a sufficient range of sizes and amenities so that a qualified individual with disabilities’ choice of living arrangements is, as a whole, comparable to that of other persons eligible for housing assistance under the same program;

e. If the HACEP proposes to construct or modify fewer than five percent (5%) of the units at the community as UFAS-accessible the HACEP shall provide for HUD’s approval a detailed description and supporting information regarding structural impracticability and/or undue financial and administrative burden at the community, and/or documentation regarding the projected demolition or disposition at each community. The supporting documentation will be included in the HACEP’s UFAS-accessible Unit Plan.
f. A unit shall not be considered a UFAS-accessible Unit until:

i. The route to the unit, laundry room, if applicable and mailboxes are accessible;

ii. Within one year of completion of the UFAS-accessible unit, the non-housing programs serving that unit are made accessible to individuals with disabilities;

iii. the HACEP has submitted a third-party certification (See Paragraph IV. C.3), that the UFAS-accessible unit and non-housing programs serving that unit comply with the requirements of UFAS, and where applicable, the ADA Standards and the Fair Housing Act; and

iv. HUD has provided written acknowledgement that the relevant requirements under this Paragraph IV have been met.

2. UFAS-accessible Unit Plan

a. Within one hundred eighty (180) days after the effective date of this Agreement, the HACEP will submit for HUD’s approval its UFAS-accessible Unit Plan for all communities identified in Appendix A.

b. HUD will provide the HACEP with its approval, or comments, within forty-five (45) days of receipt of both the HACEP’s proposed UFAS-accessible Unit Plan and Non-Housing Program Accessibility Plan (See Paragraph IV. D.1). The HACEP will have forty-five (45) days from the date of HUD’s comments to obtain HUD’s approval on the UFAS-accessible Unit Plan. The HACEP shall not proceed with any of the activities in the plan until HUD has given its approval.

c. After submission and approval of HACEP’s UFAS-Accessible Unit plan and documentation of a demonstrated need, the Department will consider a proposal under which UFAS-accessible units would comprise greater than twenty-five percent (25%) of a single community’s total units.

d. The UFAS-accessible Unit Plan will be provided in an EXCEL or compatible format and include the following information:

i. proposed total number of UFAS-accessible Units to be produced annually;

ii. each community’s name, address, and designation (eg: elderly or family);

iii. total existing number of units in each community;

iv. proposed total number and percentage of UFAS-accessible Units in each community;

v. existing number of units with some accessibility features by bedroom size;

vi. bedroom size distribution for proposed UFAS-accessible Units in each community;

vii. current occupancy status of units that are or will be made UFAS accessible

1. occupied by a person who needs the accessible features of the unit
2. occupied by a person who does NOT need the accessibility features of the unit;
3. vacant (scheduled for physical improvements or not scheduled for physical improvements), or
4. not currently used as a dwelling unit (e.g., office, storage, service facility);
   viii. relocation plan for any currently occupied units;
   ix. three (3) year vacancy rates at each community;
   x. three (3) years of crime rates in and around each community;
   xi. proposed starting and completion dates for construction or alteration of UFAS-accessible Units in each community;
   xii. interim timeframes and benchmarks for meeting the UFAS-accessible unit production rates set forth in Paragraph IV C;
   xiii. total estimated cost by community;
   xiv. funding source; and
   xv. site map for each community depicting the location of proposed UFAS-accessible units by bedroom size and accessible common areas

c. If the HACEP opts to provide a UFAS-adaptable unit in lieu of a UFAS-accessible Unit, the HACEP’s UFAS-accessible Unit Plan shall include a draft policy and procedure whereby:
   i. all new residents will be informed about accessible and adaptable features prior to leasing the unit and be able to request that adaptable features be modified or altered to the preference of the new resident;
   ii. consumer information about adaptable features will be provided within the unit prior to any move-in in conformance with UFAS § 4.34.4;
   iii. consumer information about adaptable features will be provided to residents during the annual recertification process;
   iv. the HACEP’s internal procedures, including specific timeframes, for completing modifications to an adaptable unit; and
   v. the procedures will include the HACEP employees and/or offices responsible for coordinating the processing of requests between the HACEP’s Section 504/ADA Coordinator’s Office, Property Management & Occupancy Offices, Maintenance Department and/or Modernization & Development Department, as appropriate.

g. The HACEP will incorporate the approved UFAS-accessible Unit Plan into its Capital Fund Plan and in its Public Housing Plan.

3. Third-Party Certification of UFAS-Accessible Units

   a. Within one hundred twenty (120) days after the effective date of this Agreement, the HACEP will submit the name, qualifications and experience of an independent third-party architectural and/or engineering firm with experience with accessibility with whom the HACEP proposes to contract to review and certify that the units constructed or converted pursuant to Paragraph IV. C.1.a. meet the requirements of UFAS and, if applicable, the ADA.
b. The independent third-party architectural and/or engineering firm selected to review and certify the modifications made pursuant to this Agreement shall:

i. submit documentation to verify that the firm maintains errors and omissions liability insurance and document that the firm’s Principal will certify all firm findings made pursuant to this Agreement; and

ii. be independent of any third-party architectural and/or engineering firm/entity with whom the HACEP contracts for the purposes of developing the plans/drawings/blueprints for the new construction and/or modifications made pursuant to the HACEP’s UFAS-accessible Unit Plan and Non-Housing Program Accessibility Plan and the Main Administrative Office Accessibility Plan.

c. The HACEP will submit the third party’s survey instrument for HUD’s approval within thirty (30) days after selection of the third-party; HUD will provide its approval, or comments, within fifteen (15) days after receipt. If the Department does not approve the Third Party’s survey instrument, the HACEP will have fifteen (15) days to submit a revised survey instrument for the Department’s review. If the Department does not approve the third party’s revised survey instrument, the Department will provide a UFAS survey instrument to the Third Party.

d. As part of the quarterly/semi-annual reports (See Paragraph V) required pursuant to this Agreement, the HACEP will submit the third party’s Certification Report (Certification Report) reflecting the third party’s review of the UFAS-accessible Units, Non-Housing Programs and PHA Administrative Office, for all modifications made during the previous reporting period.

e. Within thirty (30) days after receipt of the third party’s Certification Report, the Department will either accept or respond with specific remediation proposals to cure identified deficiencies. If the Department does not accept all or any portion of the third party’s Certification Report, the Department’s response shall include reason(s) for such disapproval and provide specific remediation proposals to cure the identified deficiencies.

f. The Certification Report shall document and include, for each UFAS-accessible Unit, each accompanying Non-Housing Program at each property, and the HACEP Administrative Office:

i. a copy of the complete, written survey instrument used. The completed survey instrument will include each compliant and non-compliant measurement;

ii. a form, signed by the third party’s principal that certifies compliance with UFAS (attached as Appendix B to this Agreement).

g. HUD reserves the right to conduct periodic on-site reviews of the completed UFAS-accessible Units and common areas to ensure compliance, and to accompany the third-party architectural and/or engineering firm/entity during the on-site certification inspections.
D. NON-HOUSING PROGRAMS

1. Non-Housing Program Accessibility

a. Non-Housing Program Accessibility Plan: Within one hundred eighty (180) days after the effective date of this Agreement, the HACEP will submit, for HUD’s approval, its Non-Housing Program Accessibility Plan for all the HACEP’s non-housing facilities. HUD will provide its approval, or comments, within forty-five (45) days after receipt of both the Non-Housing Program Accessibility Plan and the UFAS-accessible Unit Plan.

b. The HACEP’s Non-Housing Program Accessibility Plan will ensure that the HACEP’s Non-Housing Programs are accessible to persons with disabilities within the meaning of 24 C.F.R. § 8.21.

c. The Non-Housing Program Accessibility Plan must include:

   i. specific elements to be made accessible at each property;
   ii. interim timeframes and benchmarks for providing accessible Non-Housing Programs to ensure meeting the UFAS-accessible Unit production schedule;
   iii. an annual timetable that coincides with the UFAS-accessible Unit Plan;
   iv. identification of the source of the funding to accomplish each work item; and
   v. if the HACEP provides transportation to the HACEP-sponsored programs, services or activities, plans to provide accessible transportation to persons with disabilities.

d. If the HACEP determines that accessibility to Non-Housing Programs cannot be achieved in a particular circumstance due to structural infeasibility and/or an undue financial and administrative burden, the HACEP will provide detailed information supporting its determination.

2. Administrative Office Accessibility Plan

a. Within ninety (90) days from the notice to HUD of the selection of the third party certifier, the HACEP will submit, for HUD’s approval, its Administrative Office Accessibility Plan to make the HACEP’s Administrative Office accessible to persons with disabilities and ensure its compliance with the relevant UFAS and ADA Accessibility Standards. HUD will provide its approval, or comments, within forty-five (45) days after receipt of the Administrative Office Accessibility Plan.

b. During the modifications to the HACEP’s Administrative Office, the HACEP shall ensure that persons with disabilities have an equal opportunity to participate in the programs, services and activities currently located in the HACEP’s Administrative Office.

c. The Administrative Office Accessibility Plan must include:
i. specific elements to be made accessible (including routes into and throughout the HACEP’s programs, services and/or activities located at the Administrative Office, parking, bus stops, signage and transportation);
ii. a timetable not to exceed four (4) months for completing the work; and
iii. identification of the source of funding to accomplish each work item.

d. If the HACEP determines that accessibility cannot be achieved in a particular circumstance due to structural infeasibility and/or an undue financial and administrative burden, the HACEP will provide detailed information supporting its determination.

e. Within thirty (30) days after all completed modifications at the HACEP’s Administrative Office, the HACEP will provide certification, through an independent third-party architectural and/or engineering firm/entity that the HACEP Administrative Office complies with the accessibility requirements of the UFAS and, where applicable, ADA Accessibility Standards.

f. HUD reserves the right to conduct periodic on-site inspections of the HACEP’s Administrative Office to ensure that the modifications are in compliance with the UFAS and, where applicable, ADA Accessibility Standards, and the right to ensure that the HACEP’s programs, services and activities located in the Administrative Office are accessible to persons with disabilities in compliance with Section 504 and, where applicable, the ADA.

E. ADMISSIONS AND CONTINUED OCCUPANCY POLICY

1. Submission

a. Within ninety (90) days after the effective date of this Agreement, the HACEP shall submit for HUD’s approval a revised Admissions and Continued Occupancy Policy. The revised ACOP will incorporate the following revised Policies and Procedures:

i. Reasonable Accommodation Policy;
ii. Transfer Policy and Lease Riders;
iii. Pet Policy and Assistance Animal Policy; and
iv. Effective Communication Policy.

b. HUD will provide its approval or comments to the revised ACOP within fifteen (15) days after receipt. The HACEP will have thirty (30) days to make further revisions to the ACOP consistent with HUD’s comments.

c. Within sixty (60) days after HUD’s approval, the HACEP’s Board shall provide final approval, and the HACEP shall fully adopt and implement the revised ACOP.
2. **Reasonable Accommodation**

   a. The HACEP’s revised ACOP shall include a Reasonable Accommodation Policy that contains, at a minimum, the following information:

   i. the process through which the HACEP will notify applicants and residents about the reasonable accommodation policy and procedures;
   ii. specific timeframes regarding the acceptance, processing and disposition of reasonable accommodation request(s);
   iii. the formal appeal/grievance procedures for the reasonable accommodation process;
   iv. form letters to reflect the HACEP’s responses to the reasonable accommodation request(s), including approval letters; denial letters; request for additional information letters; appeal/grievance forms and implementation letters.

   b. **Reasonable Accommodation Log**: Immediately upon the effective date of this agreement, the HACEP shall begin to log information related to each reasonable accommodation request by or on behalf of applicants and residents. The Reasonable Accommodation Log will include the following information:

   i. date of the reasonable accommodation request(s);
   ii. description of reasonable accommodation request(s);
   iii. applicant’s name and address or resident’s name, address and community;
   iv. required bedroom size;
   v. current status of each reasonable accommodation request(s), including reasons for denials of reasonable accommodations;
   vi. anticipated implementation date for reasonable accommodation request(s);
   vii. actual implementation date for completed reasonable accommodation request(s);
   viii. pending appeals/grievances of reasonable accommodation request denial, including date of grievance/appeal.

   This information will also be kept in the applicant’s or tenant’s file.

   Within 60 days of the Effective Date of this Agreement, the HACEP shall develop a system for logging reasonable accommodations, the maintenance of which shall become the responsibility of the Equal Opportunity Compliance Officer.

3. **Transfer Policy and Lease Rider**

   a. The HACEP’s revised ACOP shall include a Transfer Policy that includes the following provisions:

   i. The utilization of UFAS-accessible units shall be accomplished with the following priorities: When an accessible unit becomes available, the HACEP, before offering such unit to a non-disabled applicant, shall offer the unit to current disabled tenants throughout its properties who require the unit’s accessible
features, and then to eligible qualified applicants on the waiting list who require the accessible features. If there is no eligible current tenant or applicant in need of the accessible features, then the unit may be offered to a non-disabled applicant provided that the tenant has signed a lease that dictates that the tenant vacate the accessible unit when a non-accessible unit becomes available.

ii. A tenant in a unit with accessible features who does not require the features of the unit must transfer to a unit without such features should the HACEP determine that an applicant or tenant needs such features and that the transfer would help maximize the occupancy of the UFAS-accessible units by residents and applicants with disabilities who require the features of the UFAS-accessible units. This requirement will be incorporated into the lease signed by persons without disabilities who occupy UFAS-accessible units.

iii. The HACEP will pay the reasonable moving-related expenses for residents with disabilities who require a transfer to another community as a reasonable accommodation;

iv. The HACEP will pay the reasonable moving-related expenses for residents without disabilities who occupy a UFAS-accessible unit and are required to transfer to a vacant, non-accessible unit, upon notice by the HACEP that there is an eligible, qualified resident or applicant with disabilities who requires the accessible features of the resident’s unit;

v. Transfers of residents with disabilities and placement of applicants with disabilities requiring UFAS-Accessible Units will be centrally coordinated through the HACEP’s Equal Opportunity Compliance Officer; and

vi. Tenants who request a transfer as a reasonable accommodation for their disability will be given priority on the transfer list over tenants who request transfers for any reason other than emergencies.

b. **Transfer List:** Within ninety (90) days after the Effective Date of this Agreement, the HACEP will develop and maintain a *Disability Accommodations Transfer List* that prioritizes the transfer of residents who require a transfer due to a disability over new admissions of applicants, according to the priorities set forth in the ACOP. The HACEP’s Equal Opportunity Compliance Officer will review and monitor the Disability Accommodations Transfer List on a monthly basis. The *Disability Accommodations Transfer List* will contain the following information:

i. resident’s name, address and community;

ii. resident’s required bedroom size;

iii. reason(s) for transfer, including information regarding the resident’s reasonable accommodation request(s) and/or request for a UFAS-Accessible Unit or a unit with accessible features;

iv. current disposition of transfer request, including denials and reason(s) for denial;

v. projected date of transfer request, including proposed address, community and bedroom size;

vi. actual transfer date, including resident’s new address, community and bedroom size; and
vii. name(s) of resident transferred out of a unit to accommodate a resident’s disability per the HACEP’s implementation of its Lease that requires a family without a resident with a disability to relocate to a vacant, non-accessible unit, at no expense to the resident.

4. **Pet/Assistance Animals Policies**

a. The HACEP’s revised ACOP shall incorporate an *Assistance Animal Policy* addressing the right of applicants/tenants with disabilities to have an animal, as a reasonable accommodation, that performs tasks for the benefit of person or otherwise alleviates one or more identified symptoms of effects of a person’s disability. This policy shall, at a minimum, incorporate the following provisions:

i. equal recognition will be given to both service animals and emotional support animals;

ii. weight and/or breed restrictions must be reasonably based upon legitimate health or safety concerns; and

iii. no pet deposit, nor any other fee, shall be charged in connection with the right to have an assistance animal.

b. Upon adoption of the revised ACOP, the HACEP will include the Assistance Animal Policies as a part of the lease by reference. The HACEP will provide the Assistance Animal Policy to each applicant at the time of application or to each resident during annual recertification.

c. Upon adoption of the revised ACOP, the HACEP will post the Assistance Animal Policy at all communities and the HACEP’s Administrative Office; and

d. Within ninety (90) days after the adoption of the revised ACOP, the HACEP will issue refunds to each resident who paid a pet deposit, or any other fee, for an assistance/service animal. The HACEP shall provide HUD with a list identifying each resident, including address and refund amount, who received reimbursement of fees related to an assistance animal.

5. **Effective Communication Policy**

a. The HACEP’s revised ACOP shall include an Effective Communication Policy that contains, at a minimum, the following information:

i. the procedures by which the HACEP will ensure effective communication with applicants, beneficiaries, and members of the public, including how the HACEP will determine what auxiliary aids are necessary; and

ii. how interested persons can obtain information concerning the existence and location of accessible services, activities, and facilities.
F. AUDITS AND UNIT UTILIZATION PLAN

1. Occupancy Audit

Within one hundred twenty (120) days after the Effective Date of this Agreement the HACEP shall conduct and submit to HUD an audit of the occupancy of the HACEP’s UFAS-accessible units. The Occupancy Audit shall include the following information:

a. a list of each UFAS-accessible unit, by unit address, occupied by a resident who does not require the accessibility features of the unit;
b. a list of each vacant UFAS-accessible unit; and
c. for each occupant who does not require the features of a UFAS-accessible unit, whether the resident executed a Lease Rider requiring him or her to move from the unit upon notice by the HACEP that there is an applicant or resident who requires the features of the unit and, if applicable, a description of the reasons for the resident’s continued occupancy.

2. Transfer Audit

Within one hundred twenty (120) days after the Effective Date of this Agreement, the HACEP shall conduct and submit to HUD an audit of the current residents who have requested a transfer. For each resident with mobility disabilities on the Transfer List who requires the features of a UFAS-accessible unit, the HACEP shall provide:

a. the resident’s name, address and community;
b. the required bedroom size;
c. the date of the transfer request; and
d. the HACEP’s efforts to meet the resident’s accessibility needs.

3. Waiting List Audit

Within one hundred twenty (120) days after the Effective Date of this Agreement the HACEP shall conduct and submit to HUD an audit of the waiting list. The Waiting List Audit will analyze, by date of application, applicants with mobility disabilities who requested a UFAS-accessible Unit. The Waiting List Review shall provide a list of all applicants on the Waiting Lists who requested a UFAS-accessible Unit with the current status of each active application for each community as follows:

a. applicant’s name;
b. initial application date;
c. required bedroom size;
d. if applicable, date the applicant was housed in an UFAS-accessible Unit;
e. verification of the need for an UFAS-accessible Unit;
f. if a UFAS-accessible Unit was not available, documentation regarding the unit(s) and reasonable accommodation offer(s) made to the applicant at the time the applicant reached the top of the waiting list; and
g. any reasonable accommodation requested by the individual.
4. **Unit Utilization Plan**

   Based upon the results of the Occupancy Audit, the Transfer Audit and the Waiting List Audit, the HACEP shall develop a Unit Utilization Plan which will articulate the reasonable nondiscriminatory steps that the HACEP will take to maximize the occupancy of the UFAS-accessible units by persons who need the features of the units.

G. **PUBLICATION AND NOTICE**

1. **Employee Notification of VCA**

   a. Within thirty (30) days after the Effective Date of this Agreement, the HACEP shall distribute a letter or electronic mail describing the terms of the VCA to all of the HACEP’s current employees, including contract employees, who have contact with applicants, residents or members of the public. The letter will provide: (1) a summary of the general provisions of this Agreement; (2) the policy and operational changes that the HACEP will be making to implement this Agreement; and (3) the HACEP’s responsibilities to comply with civil rights laws and regulations set forth in this Agreement, including Section 504, Title II of the ADA and the Fair Housing Act, including the responsibility to provide reasonable accommodation(s) to persons with disabilities.

   b. For the duration of this Agreement, within ten (10) days after the start date of each of the HACEP’s new employee, including contract employees, who have contact with applicants, residents or members of the public, the HACEP shall provide the new employee or contract employee a copy of the letter.

   c. The HACEP shall maintain a signed and dated acknowledgement of receipt for each of the HACEP’s current and new employee and contract employee verifying the individual’s receipt of the letter.

2. **Employee Notification of Revised ACOP**

   a. Within thirty (30) days after the implementation of the revised ACOP, the HACEP shall distribute a copy of the revised reasonable accommodation policy, transfer policy, assistance animal policy and effective communication policy to all of the HACEP’s current employees, including contract employees who have contact with applicants, residents or members of the public.

   b. For the duration of this Agreement, within ten (10) days of the start date of each new employee, including contract employees, who have contact with applicants, residents or members of the public, the HACEP shall provide the new employee or contract employee a copy of the revised reasonable accommodation policy, transfer policy, assistance animal policy and effective communication policy.

   c. The HACEP shall maintain signed and dated receipts for each current and new employee and contract employee verifying that the individual received a copy of the
revised reasonable accommodation policy, transfer policy, assistance animal policy and effective communication policy.

3. **Resident and Applicant Notification of Revised ACOP**

   a. Within sixty (60) days after the implementation of the revised ACOP, the HACEP shall distribute a summary of the Reasonable Accommodation Policy, Transfer Policy, Assistance Animal Policy and Effective Communication Policy to each resident or resident’s designee.

   b. Within ten (10) days after the implementation of the revised ACOP, the HACEP shall post copies of the amended policies in all site management offices, the HACEP occupancy office and in all other places where applications are available.

   c. The HACEP shall provide summaries of the Reasonable Accommodation Policy, Transfer Policy, Assistance Animal Policy and Effective Communication Policy to each head of household, or the resident’s designee, at the time of annual recertification.

H. **EMPLOYEE EDUCATION AND TRAINING**

1. **Education and Training Plan**

   a. Within ninety (90) days after the Effective Date of this Agreement, the HACEP shall submit to HUD a proposed Education and Training Plan which will delineate how the HACEP will train employees about the HACEP’s responsibilities and procedures under this Agreement and applicable civil rights statutes. HUD will provide its approval or reasons for disapproval to the proposed educational programs within thirty (30) days after receipt.

   b. The proposed Education and Training Plan will include: (i) written curricular and objectives of the required training; (ii) a curriculum that is a minimum two (2) - three (3) hours in length depending upon job classification; (iii) the proposed schedules for the training sessions; and (iv) the name, resume and/or curriculum vitae of each proposed trainer. The trainers will include the HACEP professional and management staff to address the procedural and operational changes necessary to comply with this Agreement.

2. **Employee Training**

   a. Within one hundred eighty (180) days after receipt of HUD’s approval of the Educational and Training Plan, the educational program shall be provided to the HACEP employees, including contract employees, involved with admissions, occupancy and transfer of applicants and residents, and maintenance of properties, including, but not limited to, principal and administrative staff (3 hr), project managers (3 hr), housing managers (3 hr), housing assistants (2 hr), maintenance staff
3 hr), application/occupancy specialists (3 hr), and other appropriate personnel (2-3 hr).

b. The HACEP shall provide the training described above to each of the HACEP’s new admissions, occupancy and transfer, and maintenance employee, within ten (10) days of an employee’s start date. This may be done using a videotape of previous training.

c. For the duration of this Agreement, the HACEP shall provide all employees with an annual refresher course training on the HACEP’s duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, and their respective implementing regulations.

d. The HACEP will invite the members of its Board of Commissioners to attend one annual training session conducted pursuant to this Agreement.

V. REPORTING REQUIREMENTS

A. The HACEP will submit to HUD quarterly reports during the first twelve (12) months of this Agreement. Thereafter, if HUD determines that the HACEP has made satisfactory progress in the implementation of this Agreement, the HACEP will submit semiannual reports for the duration of the Agreement. Each Report shall provide information on the production of UFAS-accessible units, the implementation of the revised ACOP policies and the conduct of employee training.

1. UFAS-accessible Unit Production

a. The reports will include the following information about compliance with the UFAS-accessible Unit Plan and the Non-Housing Program Accessibility Plan. These reports shall contain the following information:

i. a list of units, by community, address and bedroom size, that have been made UFAS-accessible during the reporting period.

ii. the third-party Certification Report for each completed UFAS-accessible unit, and

iii. a narrative to describe any delays in meeting the interim timeframes and benchmarks identified in the UFAS-Accessible Unit Plan, and Non-Housing Program Accessibility Plan.

b. HUD reserves the right to impose modifications to report formats, as well as computer software requirements, and will provide notice at least 60 days before the modifications take effect.

c. The HACEP’s failure to report delays in a timely fashion will have a negative impact on HUD’s consideration of any HACEP request for adjustments in annual rates or attempts to resolve or cure any alleged noncompliance pursuant to Paragraph VII. D.
2. **Implementation of the Revised Disability-Related Policies and Procedures**

The reports will include the following information about the implementation of the revised policies including:

a. the reasonable accommodation log for the reporting period;

b. summary statistics of the reasonable accommodation log, including the number of newly received, pending, and resolved reasonable accommodation requests, average number of days between date of request and current date (pending requests) and implementation (resolved requests);

c. steps taken to maximize the utilization of UFAS-accessible units, including completed transfers of non-disabled tenants out of UFAS-accessible units, completed transfers of disabled tenants into UFAS-accessible units, pending requests for disability-related transfers, and number of applicants on the waiting list who have requested a UFAS-accessible unit; and

d. steps taken to implement the revised effective communication policy, including the number of requests for auxiliary aids and any public notices that were issued in alternative formats during the reporting period.

3. **Employee Training**

The reports shall include a summary of progress toward developing the training programs, as well as the dates on which training sessions were conducted, the names and titles of the employees trained, and a copy of the agenda for the training.

B. Quarterly reports will be due on the tenth day of each quarter and cover activity from the previous quarter. The first report will be due ten days after the first full quarter from the Effective Date of the Agreement. Semiannual reports shall be submitted at the beginning of each six (6) month period [i.e. January 1 and July 1] and cover activity from the six month period after the first full year of quarterly reporting.

C. All plans, reporting materials, review results, and other materials required to be submitted shall be mailed to the following:

Garry Sweeney  
Director, Southwest Regional Office of FHEO  
U.S. Department of Housing and Urban Development  
801 Cherry St., P.O. Box 2905  
Ft. Worth, TX 76113-2905

**With complete copies to:**

Justin Ormsby  
Director, Office of Public and Indian Housing  
U.S. Department of Housing and Urban Development
VI. RECORDKEEPING REQUIREMENTS

A. During the term of this Agreement, the HACEP shall maintain all records necessary to verify compliance with Section 504. See 24 C.F.R. §8.55

B. During the term of this Agreement, the HACEP shall maintain all records necessary to verify compliance with this Agreement, including records related to UFAS-unit production, UFAS-accessible unit utilization, reasonable accommodation requests, transfer requests and lease riders, and employee training.

VII. MONITORING AND EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT

A. HUD will monitor the HACEP’s implementation of this Agreement. During the first year after the Effective Date of this Agreement, HUD and the HACEP will meet at least quarterly to discuss the HACEP’s progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may, after providing notice to the Chief Executive Officer/Executive Director, convene meetings with the HACEP’s Chief Executive Officer/Executive Director, VCA Administrator, Section 504/ADA Coordinator and/or other appropriate HACEP personnel, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.

B. In the event that the HACEP fails to comply in a timely fashion with any requirement of this Agreement the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available.

C. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, HUD’s failure to enforce this entire Agreement or any provision thereof shall not be construed as a release of the HACEP from any obligation incurred under this Agreement.

D. The parties intend to resolve any dispute with respect to noncompliance with provisions of this Agreement in a timely and efficient manner. Upon a finding of noncompliance, HUD
will provide the HACEP with a written statement specifying the facts of the alleged noncompliance and will provide a reasonable opportunity to cure the finding or otherwise demonstrate that the provisions of this Agreement that are the subject of the noncompliance findings have been addressed satisfactorily. If the HACEP does not respond in a timely or sufficient manner to the opportunity for cure, demonstration of compliance, or other negotiated resolution of noncompliance findings, the Department will affirm its findings (with or without modification). In the event that any such dispute(s) cannot be resolved at the Regional Office, HACEP may appeal to HUD FHEO Headquarters Office for resolution of the dispute(s). HUD may take any of the following actions for noncompliance:

1. Any material act(s) or omission(s) that constitute a violation of the terms of this Agreement so serious as to affect the integrity of an agency program, such as (1) a willful failure to perform in accordance with the terms of this Agreement; or (2) a willful violation of a statutory or regulatory provision or requirement applicable to this Agreement, may result in debarment as set forth at 24 C.F.R. § 24.800; suspension, as set forth at 24 C.F.R. § 24.700; or limited denial of participation, as set forth at 24 C.F.R. § 24.1100;

2. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD to declare a breach of the Annual Contributions Contract (ACC) or other arrangement for financial assistance with respect to any or all of the HACEP’s functions;

3. Any act(s) or omission(s) that violates the terms of this Agreement may serve as basis for HUD to direct the HACEP to take corrective action, as set forth in 24 C.F.R. § 968.335 (d)(5). Failure to take the required corrective action may result in HUD withholding some or all of the HACEP’s Capital Fund Program funding as set forth at 24 C.F.R. § 968.335 (f)(1);

4. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.

5. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Section 504, the ADA, or other appropriate statutory or regulatory authority.

6. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with Section 504, the ADA, or other appropriate statutory or regulatory authority.

E. The options set forth in this Section VIII are not mutually exclusive, and the Department has the right to pursue any or all of these remedies or any other remedies available under law.
VIII. SIGNATURES

The Housing Authority of the City of El Paso:

[Signature]

Executive Director

Date: 4/25/09

For the U.S. Department of Housing and Urban Development:

[Signature]

Cheryl Ziegler Ragland
Deputy Assistant Secretary for Enforcement and Programs
Office of Fair Housing and Equal Opportunity

Date: June 2009

[Signature]

M. Edulovic
Deputy Assistant Secretary for Public Housing and Voucher Programs
Office of Public and Indian Housing

Date: May 26, 2009
APPENDIX A

Housing Authority of the City of El Paso
Public Housing Property List
April 17, 2009
Attached
<table>
<thead>
<tr>
<th>Area</th>
<th>Community</th>
<th>Development Name</th>
<th>Development Location</th>
<th>Type</th>
<th>Type</th>
<th>No. of BEDROOMS</th>
<th>NO. OF 504 BEDROOMS</th>
<th>NON-DWELLING MGR CMNTY</th>
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<td>northeast</td>
<td>TX21-P03-061</td>
<td>MAYO</td>
<td>211 MAGOFFIN</td>
<td>25</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**HOUSING AUTHORITY OF THE CITY OF EL PASO - PUBLIC HOUSING PROPERTY LIST - April 17, 2009**
| Location     | TX21-P003-003 | WILLIAMS | TX RESLER | 24 | 0 | 24 | 0 | 0 | 0 | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 6 | 1 | FAMILY |
|--------------|---------------|----------|-----------|----|---|----|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Location     | TX21-P003-13D; TX21-P003-30B | MACHUCA | 1039 MACHUCA DRIVE | 122 | 0 | 8 | 50 | 42 | 16 | 4 | 0 | 4 | 2 | 2 | 1 | 1 | 0 | 13 | 0 |
| Location     | TX21-P003-095 | RUBIN HEIGHTS SUBDIVISION | PETE PAYAN DRIVE | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2 | 2 | 0 | 0 | 0 | 0 | 10 | 1 |

|                   | PHA SUB-TOTAL: | 5695 | 326 | 989 | 1450 | 1994 | 748 | 134 | 8 | 239 | 0 | 77 | 65 | 68 | 22 | 6 | 1 |

|                   | 5695 | 326 | 989 | 1450 | 1994 | 748 | 134 | 8 | 239 | 0 | 77 | 65 | 68 | 22 | 6 | 1 | 1586 |
October 5, 2018

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

RE: HACEP Compliance with VCA Accessible Unit Requirements

Dear Mr. Irvine:

The purpose of this letter is to confirm the Housing Authority of El Paso, Texas (HACEP) has made significant progress in providing the requisite number of accessible units required by the Voluntary Compliance Agreement (VCA) between HACEP and the U.S. Department of Housing and Urban Development (HUD). It is anticipated that, once the accessible units that are in construction now, along with accessible units that are planned in future developments, HACEP will greatly exceed the minimum five percent accessible unit requirement provided by Section 504 of the Rehabilitation Act of 1973.

In addition to complying with and exceeding the requisite number of accessible units, HACEP has worked closely with HUD to ensure the accessible units, of all bedroom sizes, were dispersed, where practical, throughout its Public Housing portfolio. HUD provided HACEP the flexibility to forgo the expense of modifying units in developments that presented undue financial, or topographical burdens and, instead, provide the accessible units in other nearby communities. This flexibility has allowed the HACEP to maximize the number of units constructed. Moving forward, I recommend that the Texas Department of Housing and Community Affairs provide the same flexibility to HACEP as it completes the remaining developments. HUD will continue to work with the HACEP to ensure its compliance with its Civil Rights obligations.

Thank you for your consideration. As always, I am available if you have any questions.

Sincerely,

Garry L. Sweeney, Director
Fort Worth Regional Office of
Fair Housing and Equal Opportunity
Region VI
ENFORCEMENT ACTION AGAINST
WESTERN BURGUNDY, LTD. WITH
RESPECT TO WESTERN
BURGUNDY, LTD. (HTC FILE # 97088
/ CMTS # 1742), ET AL

BEFORE THE
TEXAS DEPARTMENT OF
HOUSING AND
COMMUNITY AFFAIRS

AGREED FINAL ORDER

General Remarks and official action taken:

On this 8th day of November, 2018, the Governing Board ("Board") of the Texas Department of Housing and Community Affairs ("TDHCA" or "Department") considered the matter of whether enforcement action should be taken against the following related entities (collectively, "Respondent"):

1. WESTERN BURGUNDY, LTD., a Texas limited partnership, owner of Western Burgundy (HTC 97088 / CMTS 1742);
2. LEE SENIORS, LTD., a Texas limited partnership, owner of Lee Seniors (HTC 98093 / CMTS 1950);
3. HAYMON KRUPP, LP, a Texas limited partnership, owner of Haymon Krupp (HTC 14127 / CMTS 5003);
4. EL PASO TAYS, LP, a Texas limited partnership, owner of Tays (HTC 14130 / CMTS 5005); and
5. EL PASO RAD I, LTD., a Texas limited partnership, owner of:
   a. Raymond Telles Manor (HTC 14419 / CMTS 5063);
   b. Lt. Palmer Baird (HTC 14420 / CMTS 5064);
   c. J.E. Anderson Apartments (HTC 14421 / CMTS 5066);
   d. Everett Alvarez Apartments (HTC 14423 / CMTS 5067);
   e. Harry S. Truman Apartments (HTC 14424 / CMTS 5068);
   f. Dwight D. Eisenhower Memorial Apartments (HTC 14425 / CMTS 5069);
   g. Kennedy Brothers Communities (HTC 14427 / CMTS 5071);
   h. Aloysius A. Ochoa Apartments (HTC 14428 / CMTS 5072);
   i. Lyndon B Johnson Memorial Apartments (HTC 14429 / CMTS 5073);
   j. Rafael Marmolejo Jr Memorial Apartments (HTC 14430 / CMTS 5074); and
   k. Juan Hart Memorial Apartments (HTC 14431 / CMTS 5075).

This Agreed Order is executed pursuant to the authority of the Administrative Procedure Act ("APA"), Tex. Gov't Code §2001.056, which authorizes the informal disposition of contested cases. In a desire to conclude this matter without further delay and expense, the Board and Respondent agree to resolve this matter by this Agreed Final Order. The Respondent agrees to this Order for the purpose of resolving this proceeding only and without admitting or denying the findings of fact and conclusions of law set out in this Order.
Upon recommendation of the Enforcement Committee, the Board makes the following findings of fact and conclusions of law and enters this Order:

**WAIVER**

Respondent acknowledges the existence of their right to request a hearing as provided by Tex. Gov't Code §2306.044, and to seek judicial review, in the District Court of Travis County, Texas, of any order as provided by Tex. Gov't Code §2306.047. Pursuant to this compromise and settlement, the Respondent waives those rights and acknowledges the jurisdiction of the Board over Respondent.

**FINDINGS OF FACT ("FOF")**

**Jurisdiction:**

1. Respondent was awarded the following allocations of Low Income Housing Tax Credits by the Board, to acquire, build and/or rehabilitate, and operate fifteen multifamily apartment complexes located in El Paso County. A land use restriction agreement ("LURA") was signed regarding each Property:

<table>
<thead>
<tr>
<th>#</th>
<th>Property Name</th>
<th>Annual HTC Allocation</th>
<th>LURA Details</th>
<th># of Units</th>
<th>Activity Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Haymon Krupp</td>
<td>Annual HTC allocation of $800,000</td>
<td>Effective 11/17/2016. Recorded at Document No. 20160091312 of the Records.</td>
<td>96</td>
<td>New construction</td>
</tr>
<tr>
<td>No.</td>
<td>Company Name</td>
<td>Annual HTC Allocation</td>
<td>Effective Date</td>
<td>Document No.</td>
<td>Description</td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------------------</td>
<td>-----------------------</td>
<td>----------------</td>
<td>--------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td>4</td>
<td>Tays</td>
<td>$1,352,756</td>
<td>11/27/2017</td>
<td>20170095024</td>
<td>New construction</td>
</tr>
<tr>
<td>5</td>
<td>Raymond Telles Manor</td>
<td>$393,686</td>
<td>12/27/2017</td>
<td>20170096930</td>
<td>Acquisition / Rehabilitation</td>
</tr>
<tr>
<td>6</td>
<td>Lt. Palmer Baird</td>
<td>$301,785</td>
<td>12/27/2017</td>
<td>20170096931</td>
<td>Acquisition / Rehabilitation</td>
</tr>
<tr>
<td>7</td>
<td>J.E. Anderson Apts</td>
<td>$320,245</td>
<td>12/27/2017</td>
<td>20170096927</td>
<td>Acquisition / Rehabilitation</td>
</tr>
<tr>
<td>8</td>
<td>Everett Alvarez Apts</td>
<td>$383,011</td>
<td>11/28/2016</td>
<td>20160091317</td>
<td>Acquisition / Rehabilitation</td>
</tr>
<tr>
<td>9</td>
<td>Harry S. Truman Apts</td>
<td>$504,234</td>
<td>12/27/2017</td>
<td>20170096929</td>
<td>Acquisition / Rehabilitation</td>
</tr>
<tr>
<td>10</td>
<td>Dwight D. Eisenhower Memorial Apts</td>
<td>$1,014,282</td>
<td>12/29/2016</td>
<td>20160091320</td>
<td>Acquisition / Rehabilitation</td>
</tr>
<tr>
<td>11</td>
<td>Kennedy Brothers Communities</td>
<td>$2,037,920</td>
<td>12/19/2016</td>
<td>20160091318</td>
<td>Acquisition / Rehabilitation</td>
</tr>
<tr>
<td>12</td>
<td>Aloysius A. Ochoa Apts</td>
<td>$266,331</td>
<td>12/1/2016</td>
<td>20160091314</td>
<td>Acquisition / Rehabilitation</td>
</tr>
<tr>
<td>13</td>
<td>Lyndon B Johnson Memorial Apts</td>
<td>$646,186</td>
<td>12/19/2016</td>
<td>20160091319</td>
<td>Acquisition / Rehabilitation</td>
</tr>
<tr>
<td>14</td>
<td>Rafael Marmolejo Jr Memorial Apts</td>
<td>$1,506,875</td>
<td>12/19/2016</td>
<td>20160091316</td>
<td>Acquisition / Rehabilitation</td>
</tr>
</tbody>
</table>
2. Respondent is subject to the regulatory authority of TDHCA.

Compliance Violations:

3. An on-site monitoring review was conducted at Western Burgundy on November 16, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households and maintain records demonstrating eligibility. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 8, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:
   a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements.

4. An on-site monitoring review was conducted at Lee Seniors on November 16, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 8, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:
   a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements.

5. An on-site monitoring review was conducted at Haymon Krupp on November 30, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 22, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:
   a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements.

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1 Within this Agreed Final Order, all references to violations of TDHCA Compliance Monitoring rules at 10 TAC Chapter 10 refers to the versions of the code in effect at the time of the compliance monitoring reviews and/or inspections that resulted in recording each violation. All past violations remain violations under the current code and all interim amendments.
6. An on-site monitoring review was conducted at Tays on November 29, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 22, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements;

b. Respondent failed to provide a compliant affirmative marketing plan, a violation of 10 TAC §10.617 (Affirmative Marketing), which requires developments to maintain an affirmative marketing plan that meets minimum requirements and to distribute marketing materials to selected marketing organizations that reach groups identified as least likely to apply and to persons with disabilities;

c. Respondent failed to execute required lease provisions or exclude prohibited lease language, a violation of 10 TAC §10.613 (Lease Requirements), which requires leases to include specific language protecting tenants from eviction without good cause and prohibiting owners from taking certain actions such as locking out or seizing property, or threatening to do so, except by judicial process; and

d. Respondent failed to provide complete documentation that household incomes were within prescribed limits upon initial occupancy for units 4305 and 4318, a violation of 10 TAC §10.611 (Determination, Documentation and Certification of Annual Income) and Section 4 of the LURA, which require screening of tenants to ensure qualification for the program.

7. An on-site monitoring review was conducted at Raymond Telles Manor on December 14, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements.

8. An on-site monitoring review was conducted at Lt. Palmer Baird on November 30, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:
b. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements.

9. An on-site monitoring review was conducted at J.B. Anderson Apartments on December 12, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:
   a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements;
   b. Respondent failed to provide a compliant affirmative marketing plan, a violation of 10 TAC §10.617 (Affirmative Marketing), which requires developments to maintain an affirmative marketing plan that meets minimum requirements and to distribute marketing materials to selected marketing organizations that reach groups identified as least likely to apply and to persons with disabilities; and
   c. Respondent failed to post a copy of the Tenant Rights and Resources Guide in a common area of the leasing office, a violation of 10 TAC §10.613 (Lease Requirements), which requires owners to post a laminated copy of the Guide in a common area of the leasing office and provide a copy to each household during the application process and upon any subsequent change to common amenities, unit amenities, or services.

10. An on-site monitoring review was conducted at Everet Alvarez Apartments on December 15, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:
   a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements.

11. An on-site monitoring review was conducted at Harry S. Truman Apartments on December 13, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:
a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements; and

b. Respondent failed to post a copy of the Tenant Rights and Resources Guide in a common area of the leasing office, a violation of 10 TAC §10.613 (Lease Requirements), which requires owners to post a laminated copy of the Guide in a common area of the leasing office and provide a copy to each household during the application process and upon any subsequent change to common amenities, unit amenities, or services.

12. An on-site monitoring review was conducted at Dwight D. Eisenhower Memorial Apartments on November 28, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

   a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements.

13. An on-site monitoring review was conducted at Kennedy Brothers Communities on November 17, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

   a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements; and

   b. Respondent collected gross rents that exceeded income limits for unit 208113. The total gross rent totaled $889, including tenant paid rent of $690 plus a $199 utility allowance, exceeding the gross rent limit of $882. TDHCA publishes maximum rent limits for the tax credit program annually and owners are responsible for ensuring that the maximum rents that they charge include the amount of rent paid by the household, plus an allowance for utilities, plus any mandatory fees. Exceeding the maximum rent is a violation of 10 TAC §10.622 (Special Rules Regarding Rents and Rent Limit Violations).
14. An on-site monitoring review was conducted at Aloysius A. Ochoa Apartments on November 29, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements.

15. An on-site monitoring review was conducted at Lyndon B. Johnson Memorial Apartments on November 27, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements; and

b. Respondent failed to collect required data by not providing an Annual Eligibility Certification for unit 2100022, a violation of 10 TAC §10.612 (Tenant File Requirements), which requires developments to annually collect an Annual Eligibility Certification form from each household.

16. An on-site monitoring review was conducted at Rafael Marmolejo Jr. Memorial Apartments on December 12, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements;

c. Respondent failed to provide a compliant affirmative marketing plan, a violation of 10 TAC §10.617 (Affirmative Marketing), which requires developments to maintain an affirmative marketing plan that meets minimum requirements and to distribute marketing materials to selected marketing organizations that reach groups identified as least likely to apply and to the disabled; and

d. Respondent failed to post a copy of the Tenant Rights and Resources Guide in a common area of the leasing office, a violation of 10 TAC §10.613 (Lease Requirements), which requires owners to post a laminated copy of the Guide in a
common area of the leasing office and provide a copy to each household during the application process and upon any subsequent change to common amenities, unit amenities, or services.

17. An on-site monitoring review was conducted at Juan Hart Memorial Apartments on November 30, 2017, to determine whether it was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and to complete additional file monitoring requirements, as applicable. The monitoring review found violations of the LURA and TDHCA rules. Notifications of noncompliance were sent and a May 21, 2018, corrective action deadline was set, however, the following violations were not resolved before the corrective action deadline:

   a. Respondent failed to maintain complete and acceptable written tenant selection criteria, a violation of 10 TAC §10.610 (Written Policies and Procedures), which requires all developments to establish written tenant selection criteria that meet minimum TDHCA requirements; and

   b. Respondent failed to provide a compliant affirmative marketing plan, a violation of 10 TAC §10.617 (Affirmative Marketing), which requires developments to maintain an affirmative marketing plan that meets minimum requirements and to distribute marketing materials to selected marketing organizations that reach groups identified as least likely to apply and to the disabled.

18. All violations listed above are considered resolved at the time of this Order, but were resolved after the corrective action period.

CONCLUSIONS OF LAW

1. The Department has jurisdiction over this matter pursuant to Tex. Gov't Code §§2306.041-.0503, and 10 TAC §2.

2. Respondent is a "housing sponsor" as that term is defined in Tex. Gov't Code §2306.004(14).

3. Pursuant to IRC §42(m)(1)(B)(ii), housing credit agencies are required to monitor for noncompliance with all provisions of the IRC and to notify the Internal Revenue Service of such noncompliance.

4. Respondent violated 10 TAC §10.610 in 2017, by not maintaining complete and acceptable written tenant selection criteria meeting TDHCA requirements at all fifteen properties that are the subject of this Agreed Final Order.

5. Respondent violated 10 TAC §10.617 in 2017, by failing to provide a complete and acceptable affirmative marketing plan and associated outreach marketing materials at the following five properties: Tays, J.E. Anderson Apartments, Harry S. Truman Apartments, Rafael Marmolejo Jr. Memorial Apartments, and Juan Hart Memorial Apartments.

7. Respondent violated 10 TAC §10.613 in 2017, by failing to execute required lease provisions or exclude prohibited lease language at Tays.

8. Respondent violated 10 TAC §10.611 and Section 4 of the LURA in 2017 by failing to provide documentation that household incomes are within prescribed limits upon initial occupancy for two units at Tays.

9. Respondent violated 10 TAC §10.609 in 2017 by failing to collect an Annual Eligibility Certification for one unit at Lyndon B Johnson Memorial Apartments.

10. Respondent violated 10 TAC §10.622 in 2017 by charging gross rents exceeding the allowable limits, and not making timely corrections once the violations were discovered, for one unit at Kennedy Brothers Communities.

11. Because Respondent is a housing sponsor with respect to the Property, and has violated TDHCA rules, the Board has personal and subject matter jurisdiction over Respondent pursuant to Tex. Gov't Code §2306.041 and §2306.267.

12. Because Respondent is a housing sponsor, TDHCA may order Respondent to perform or refrain from performing certain acts in order to comply with the law, TDHCA rules, or the terms of a contract or agreement to which Respondent and TDHCA are parties, pursuant to Tex. Gov't Code §2306.267.

13. Because Respondent has violated rules promulgated pursuant to Tex. Gov't Code §2306.053 and has violated agreements with the Agency to which Respondent is a party, the Agency may impose an administrative penalty pursuant to Tex. Gov't Code §2306.041.

14. It is appropriate to assess no administrative penalty in accordance with the policies situated at 10 TAC Chapter 2.

Based upon the foregoing findings of fact and conclusions of law, and an assessment of the factors set forth in Tex. Gov't Code §2306.042 to be considered in assessing such penalties as applied specifically to the facts and circumstances present in this case, the Board of the Texas Department of Housing and Community Affairs orders the following:

**IT IS HEREBY ORDERED** that Respondent not be assessed an administrative penalty.

**IT IS FURTHER ORDERED** that Respondent shall follow the requirements of 10 TAC §10.406, a copy of which is included at Exhibit 1, and obtain approval from the Department prior to consummating a sale of the property, if contemplated.

**IT IS FURTHER ORDERED** that the terms of this Agreed Final Order shall be published on the TDHCA website.
THE STATE OF TEXAS

COUNTY OF TRAVIS

Before me, the undersigned notary public, on this 8th day of November, 2018, personally appeared J.B. Goodwin, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Peggy Madarer Henderson
Notary Public, State of Texas
July 9, 2019)

THE STATE OF TEXAS

COUNTY OF TRAVIS

Before me, the undersigned notary public, on this 8th day of November, 2018, personally appeared James “Beau” Eccles, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal)

(Peggy Madarer Henderson
Notary Public, State of Texas
July 6, 2019)
STATE OF TEXAS

COUNTY OF EL PASO

BEFORE ME, a notary public in and for the State of Texas, on this day personally appeared Gerald Cichon, known to me or proven to me through to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he/she) executed the same for the purposes and consideration therein expressed, who being by me duly sworn, deposed as follows:

1. "My name is Gerald Cichon. I am of sound mind, capable of making this statement, and personally acquainted with the facts herein stated.

2. I hold the office of Executive Director for the Housing Authority of the City of El Paso. I am an authorized representative of Respondent, owner of the property known as Western Burgundy, which is subject to a Land Use Restriction Agreement monitored by the TDHCA in the State of Texas, and I am duly authorized to execute this document.

3. Respondent knowingly and voluntarily enters into this Agreed Final Order, and agrees with and consents to the issuance and service of the foregoing Agreed Order by the Board of the Texas Department of Housing and Community Affairs."

RESPONDENT:

WESTERN BURGUNDY, LTD., a Texas limited partnership

HOUSING AUTHORITY OF THE CITY OF EL PASO, a public housing authority, its general partner

By: _______________________________

Name: Gerald Cichon

Title: Chief Executive Officer

Given under my hand and seal of office this ______ day of _____________, 2018.

______________________________

Signature of Notary Public

______________________________

Printed Name of Notary Public

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires:
STATE OF TEXAS

COUNTY OF EL PASO

BEFORE ME, ____________________________, a notary public in and for the State of Texas, on this day personally appeared Gerald Cichon, known to me or proven to me through ____________________________, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he/she) executed the same for the purposes and consideration therein expressed, who being by me duly sworn, deposed as follows:

1. "My name is Gerald Cichon, I am of sound mind, capable of making this statement, and personally acquainted with the facts herein stated.

2. I hold the office of Executive Director for the Housing Authority of the City of El Paso, I am an authorized representative of Respondent, owner of the property known as Lee Seniors, which is subject to a Land Use Restriction Agreement monitored by the TDHCA in the State of Texas, and I am duly authorized to execute this document.

3. Respondent knowingly and voluntarily enters into this Agreed Final Order, and agrees with and consents to the issuance and service of the foregoing Agreed Order by the Board of the Texas Department of Housing and Community Affairs.”

RESPONDENT:

LEE SENIORS, LTD, a Texas limited partnership

HOUSING AUTHORITY OF THE CITY OF EL PASO, a public housing authority, its general partner

By: ________________________________

Name: Gerald Cichon

Title: Chief Executive Officer

Given under my hand and seal of office this __________ day of __________, 2018.

_____________________________________
Signature of Notary Public

_____________________________________
Printed Name of Notary Public

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires: __________
STATE OF TEXAS §
COUNTY OF EL PASO §

BEFORE ME, ________________________, a notary public in and for the State of Texas, on this day personally appeared Gerald Cichon, known to me or proven to me through __________ to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he/she) executed the same for the purposes and consideration therein expressed, who being by me duly sworn, deposed as follows:

1. "My name is Gerald Cichon. I am of sound mind, capable of making this statement, and personally acquainted with the facts herein stated.

2. I hold the office of Chief Executive Officer of Paisano Haymon Krupp GP, LLC. I am an authorized representative of Respondent, owner of the property known as Haymon Krupp, which is subject to a Land Use Restriction Agreement monitored by the TDHCA in the State of Texas, and I am duly authorized to execute this document.

3. Respondent knowingly and voluntarily enters into this Agreed Final Order, and agrees with and consents to the issuance and service of the foregoing Agreed Order by the Board of the Texas Department of Housing and Community Affairs."

RESPONDENT:

HAYMON KRUPP, LP, a Texas limited partnership

PAISANO HAYMON KRUPP GP, LLC, a Texas limited liability company, its general partner

PAISANO HOUSING REDEVELOPMENT CORPORATION, a Texas nonprofit corporation, an instrumentality of the Housing Authority of the City of El Paso

By: _____________________________

Name: Gerald Cichon

Title: Chief Executive Officer

Given under my hand and seal of office this ______ day of __________, 2018.

________________________________________
Signature of Notary Public

________________________________________
Printed Name of Notary Public

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My Commission Expires: __________
BEFORE ME, a notary public in and for the State of Texas, on this day personally appeared Gerald Cichon, known to me or proven to me through to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he/she) executed the same for the purposes and consideration therein expressed, who being by me duly sworn, deposed as follows:

1. "My name is Gerald Cichon, I am of sound mind, capable of making this statement, and personally acquainted with the facts herein stated.

2. I hold the office of Chief Executive Officer of Paisano Tays GP, LLC. I am an authorized representative of Respondent, owner of the property known as Tays, which is subject to a Land Use Restriction Agreement monitored by the TDHCA in the State of Texas, and I am duly authorized to execute this document.

3. Respondent knowingly and voluntarily enters into this Agreed Final Order, and agrees with and consents to the issuance and service of the foregoing Agreed Order by the Board of the Texas Department of Housing and Community Affairs.”

RESPONDENT:

EL PASO TAYS, LP, a Texas limited partnership
PAISANO TAYS GP, LLC, a Texas limited liability company, its general partner
PAISANO HOUSING REDEVELOPMENT CORPORATION, a Texas nonprofit corporation, an instrumentality of the Housing Authority of the City of El Paso

By: ________________________________
Name: Gerald Cichon
Title: Chief Executive Officer

Given under my hand and seal of office this ________ day of __________, 2018.

Signature of Notary Public

Printed Name of Notary Public

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My Commission Expires: _______________
STATE OF TEXAS

COUNTY OF EL PASO

BEFORE ME,__________________________, a notary public in and for the State of Texas, on this day personally appeared Gerald Cichon, known to me or proven to me through __________________ to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he/she) executed the same for the purposes and consideration therein expressed, who being by me duly sworn, deposed as follows:

1. "My name is Gerald Cichon. I am of sound mind, capable of making this statement, and personally acquainted with the facts herein stated.

2. I hold the office of Chief Executive Officer of Paisano El Paso RAD I, Inc. I am an authorized representative of Respondent, owner of the following eleven properties, known as: Raymond Telles Manor, Lt. Palmer Baird J.E. Anderson Apartments, Everett Alvarez Apartments, Harry S. Truman Apartments, Dwight D. Eisenhower Memorial Apartments, Kennedy Brothers Communities, Aloysius A. Ochoa Apartments, Lyndon B Johnson Memorial Apartments, Rafael Marmolejo Jr Memorial Apartments, and Juan Hart Memorial Apartments, which are each subject to separate Land Use Restriction Agreements monitored by the TDHCA in the State of Texas, and I am duly authorized to execute this document.

3. Respondent knowingly and voluntarily enters into this Agreed Final Order, and agrees with and consents to the issuance and service of the foregoing Agreed Order by the Board of the Texas Department of Housing and Community Affairs."

RESPONDENT:

EL PASO RAD I, LTD, a Texas limited partnership

PAISANO EL PASO RAD I, INC, a Texas corporation, its general partner

PAISANO HOUSING REDEVELOPMENT CORPORATION, a Texas nonprofit corporation, an instrumentality of the Housing Authority of the City of El Paso

By: ________________________________

Name: Gerald Cichon

Title: Chief Executive Officer

[notary page follows]
Given under my hand and seal of office this _______ day of _____________, 2018.

_________________________________________________
Signature of Notary Public

_________________________________________________
Printed Name of Notary Public

NOTARY PUBLIC IN AND FOR THE STATE OF _____
My Commission Expires: _____________
Exhibit 1
Texas Administrative Code

TITLE 10
PART 1
CHAPTER 10
SUBCHAPTER E
RULE §10.406
COMMUNITY DEVELOPMENT
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
UNIFORM MULTIFAMILY RULES
POST AWARD AND ASSET MANAGEMENT REQUIREMENTS
Ownership Transfers (§2306.6713)

(a) Ownership Transfer Notification. All multifamily Development Owners must provide written notice to
the Department at least thirty (30) calendar days prior to any sale, transfer, or exchange of the Development
or any portion of or Controlling interest in the Development. Transfers that are the result of an involuntary
removal of the general partner by the investment limited partner must be reported to the Department, as
soon as possible due to the sensitive timing and nature of this decision. If the Department determines that
the transfer, involuntary removal, or replacement was due to a default by the General Partner under the
Limited Partnership Agreement, or other detrimental action that put the Development at risk of failure, staff
may make a recommendation to the Board for the debarment of the entity and/or its Principals and Affiliates
pursuant to the Department's debarment rule. In addition, a record of transfer involving Principals in new
proposed awards will be reported and may be taken into consideration by the Executive Award and Review
Committee, in accordance with §1.5 of this title (relating to Previous Participation Reviews), prior to
recommending any new financing or allocation of credits.

(b) Requirement. Department approval must be requested for any new member to join in the ownership of a
Development. Exceptions include changes to the investment limited partner, non-controlling limited partner,
or other partners affiliated with the investment limited partner, or changes resulting from foreclosure wherein
the lender or financial institution involved in the transaction is the resulting owner. Any subsequent transfer
of the Development will be required to adhere to the process in this section. Furthermore, a Development
Owner may not transfer an allocation of tax credits or ownership of a Development supported with an
allocation of tax credits to any Person or entity unless the Development Owner obtains the Executive
Director's prior, written approval of the transfer. The Executive Director may not unreasonably withhold
approval of the transfer requested in compliance with this section. Notwithstanding the foregoing, a
Development Owner shall be required to notify the Department but shall not be required to obtain Executive
Director approval when the transferee is an Affiliate of the Development Owner with no new members or
the transferee is a Related Party who does not control the Development and the transfer is being made for
estate planning purposes.

(c) Transfers Prior to 8609 Issuance or Construction Completion. Transfers (other than those that do not
require Executive Director approval, as set forth in subsection (b) of this section) will not be approved prior
to the issuance of IRS Form(s) 8609 (for Housing Tax Credits) or the completion of construction (for all
Developments funded through other Department programs) unless the Development Owner can provide
evidence that the need for the transfer is due to a hardship (ex. potential bankruptcy, removal by a partner,
etc.). The Development Owner must provide the Department with a written explanation describing the
hardship and a copy of any applicable agreement between the parties to the transfer, including any Third-
Party agreement.

(d) Non-Profit Organizations. If the ownership transfer request is to replace a non-profit organization within
the Development, the replacement non-profit entity must adhere to the requirements in
paragraph (1) or (2) of this subsection.

(1) If the LURA requires ownership or material participation in ownership by a Qualified Non-Profit
Organization, and the Development received Tax Credits pursuant to §42(h)(5) of the Code, the transferee
must be a Qualified Non-Profit Organization that meets the requirements of §42(h)(5) of the Code and Texas
Government Code §2306.6706.

Page 18 of 19
(2) If the LURA requires ownership or material participation in ownership by a qualified non-profit organization, but the Development did not receive Tax Credits pursuant to §42(h)(5) of the Code, the Development Owner must show that the transferee is a non-profit organization that complies with the LURA.

(c) Historically Underutilized Business ("HUB") Organizations. If a HUB is the general partner of a Development Owner and it (i) is being removed as the result of a default under the organizational documents of the Development Owner or (ii) determines to sell its ownership interest, in either case, after the issuance of 8609s, the purchaser of that general partnership interest is not required to be a HUB as long as the LURA does not require such continual ownership or a material LURA amendment is approved. Such approval can be obtained concurrent with Board approval described herein. All such transfers must be approved by the Board and require that the Board find that:

(1) the selling HUB is acting of its own volition or is being removed as the result of a default under the organizational documents of the Development Owner;

(2) the participation by the HUB has been substantive and meaningful, or would have been substantial and meaningful had the HUB not defaulted under the organizational documents of the Development Owner, enabling it to realize not only financial benefit but to acquire skills relating to the ownership and operation of affordable housing; and

(3) the proposed purchaser meets the Department’s standards for ownership transfers.

(f) Documentation Required. A Development Owner must submit documentation requested by the Department to enable the Department to understand fully the facts and circumstances that gave rise to the need for the transfer and the effects of approval or denial. Documentation includes but is not limited to:

(1) a written explanation outlining the reason for the request;

(2) a list of the names of transferees and Related Parties;

(3) detailed information describing the experience and financial capacity of transferees and related parties holding an ownership interest of 10 percent or greater in any Principal or Controlling entity;

(4) evidence and certification that the tenants in the Development have been notified in writing of the proposed transfer at least thirty (30) calendar days prior to the date the transfer is approved by the Department. The ownership transfer approval letter will not be issued until this 30 day period has expired.

(g) Within five (5) business days after the date the Department receives all necessary information under this section, staff shall initiate a qualifications review of a transferee, in accordance with §1.5 of this title, to determine the transferee’s past compliance with all aspects of the Department’s programs, LURAs and eligibility under this chapter.

(h) Credit Limitation. As it relates to the Housing Tax Credit amount further described in §11.4(a) of this title (relating to Tax Credit Request and Award Limits), the credit amount will not be applied in circumstances described in paragraphs (1) and (2) of this subsection:

(1) in cases of transfers in which the syndicator, investor or limited partner is taking over ownership of the Development and not merely replacing the general partner; or

(2) in cases where the general partner is being replaced if the award of credits was made at least five (5) years prior to the transfer request date.

(i) Penalties. The Development Owner must comply with any additional documentation requirements as stated in Subchapter F of this chapter (relating to Compliance Monitoring). The Development Owner, as on record with the Department, will be liable for any penalties imposed by the Department even if such penalty can be attributable to the new Development Owner unless such ownership transfer is approved by the Department.

(j) Ownership Transfer Processing Fee. The ownership transfer request must be accompanied by corresponding ownership transfer fee as outlined in §10.901 of this chapter (relating to Fee Schedule).

Source Note: The provisions of this §10.406 adopted to be effective December 9, 2014, 39 TexReg 9518.
2019 HTC
Full Application

Part 1 Tab 3

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

10 TAC §11.202 of the Qualified Allocation Plan identifies situations in which an Application or Applicant may be ineligible for Department funding. Applicants must provide disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action taken and accepted by the Department or mitigating factors to be considered. Documentation should be attached behind this tab.

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

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov’t Code, §42 of the Internal Revenue Code, and § 11.1(d) of the Qualified Allocation Plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Applicant will not violate §2306.1113 of the Tex. Gov’t Code relating to Ex Parte Communication and further explained in §11.202(2)(A) of the Qualified Allocation Plan.

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

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

All the instances in which any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction, that
has terminated voluntarily or involuntarily within the past ten years or is negotiating to terminate their relationship with any other affordable housing development have been fully disclosed pursuant to §11.202(1)(M) of the Uniform Multifamily Rules. Applicant understands that failure to disclose is grounds for termination.

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

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

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

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

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

Signature of Authorized Representative

______________________________

Gerald W. Cichon

Printed Name

______________________________

CEO

Title

______________________________

2-28-19

Date

THE STATE OF ____________________ §

§

COUNTY OF ____________________ §

§

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

GERALD CICHON, 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 28 day of FEB, 2019

(Seal)

______________________________

(Notary Public Signature)
2019 REVISED Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

[Printed Name]

Printed Name

[Title]

Date 2/20/19

THE STATE OF Texas §

COUNTY OF El Paso §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of February, 2019

(Seal)

PATRICIA QUINTANILLA
Notary Public, State of Texas
My Commission Expires August 06, 2019

Notary Public Signature
By: __________________________

Signature of Authorized Representative

Francisco Ortega

Printed Name

Title

Date

THE STATE OF Texas

$\hspace{2cm}$

COUNTY OF El Paso

$\hspace{2cm}$

Before me, a notary public, on this day personally appeared Francisco Ortega, 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)

CAROL RENE GUTIERREZ
NOTARY PUBLIC
NOTARY ID# 192275-3
In and for the State of Texas
My commission expires NOVEMBER 18, 2022

Notary Public Signature
By: [Signature]

Signature of Authorized Representative

Anna Louise Valdez Perez

Printed Name

Commissioner

Title

1/23/19

Date

THE STATE OF TEXAS

COUNTY OF EL PASO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of JANUARY, 2019

(Seal)

Notary Public Signature
By: [Signature]

Signature of Authorized Representative

Eileen Karlsruhe

Printed Name

[Title]

[Date]

THE STATE OF [Texas] 

COUNTY OF [El Paso]

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of Feb., 2019

[Notary Public Signature]
2019 REVISED Applicant Eligibility Certification

By: __________________________
    Signature of Authorized Representative

______________________________
Yadira Beltran
Printed Name

______________________________
Title

2/27/19
Date

THE STATE OF  TEXAS  §
COUNTY OF  EL PASO  §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of FEBRUARY, 2019

(Seal)

__________________________
NOTARY PUBLIC

Notary Public Signature
THE STATE OF TEXAS

COUNTY OF EL PASO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of FEBRUARY, 2019
By: ____________________________

Signature of Authorized Representative

Mark H. Dambly

Printed Name

President

Title

February 21, 2019

Date

THE STATE OF Pennsylvania

COUNTY OF Philadelphia

Before me, a notary public, on this day personally appeared Mark H. Dambly, President, 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)

Notary Public Signature

Commonwealth of Pennsylvania - Notary Seal
MYRUS I WARDLAW - Notary Public
Philadelphia County
My Commission Expires Dec 10, 2022
Commission Number 1341944
By: 

Signature of Authorized Representative

Richard K. Barnhart

Printed Name

Chairman & CEO

Title

February 21, 2019

Date

THE STATE OF Pennsylvania §

COUNTY OF Philadelphia §

Before me, a notary public, on this day personally appeared Richard K. Barnhart, Chairman & CEO, 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)

Notary Public Signature

Commonwealth of Pennsylvania - Notary Seal
MYRUS I WARDLAW - Notary Public
Philadelphia County
My Commission Expires Dec 10, 2022
Commission Number 1341944
By: ________________________________

Signature of Authorized Representative

Timothy I. Henkel

Printed Name

Senior Vice President

Title

February 21, 2019

Date

THE STATE OF Pennsylvania

COUNTY OF Philadelphia

Before me, a notary public, on this day personally appeared Timothy I. Henkel, Senior Vice President, 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)
By: [Signature]

Signature of Authorized Representative

Woodley L. Hunt

Printed Name

[Title]

[Date]

THE STATE OF [Texas] §

COUNTY OF [El Paso] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this [20th] day of [February 2019]

(Seal)

[Notary Public Signature]
CERTIFICATION OF OFFICER
HUNT COMPANIES, INC.

The undersigned, Executive Vice President and General Counsel of Hunt Companies, Inc., a Delaware corporation (the “Company”), hereby certifies under oath to tell the truth, as follows:

1. The following are the overall ownership percentages of all classes of shareholders of the Company:

   W. L. Hunt (a/k/a Woodley Larkin Hunt) 40.0719%
   WGH Dynasty Trust 37.6819% *
   W. L. Hunt & Gayle Hunt 2004 Irrevocable Trust f/b/o Jason M. Hunt 3.7902% *
   W. L. Hunt & Gayle Hunt Irrevocable Trust f/b/o Joshua W. Hunt 4.1688% *
   W. L. Hunt & Gayle Hunt Irrevocable Trust f/b/o Matthew D. Hunt 4.1688% *
   W. L. Hunt & Gayle Hunt 2004 Irrevocable Trust f/b/o Sarah M. Hunt 4.1688% *
   M. L. Hunt (a/k/a Marion Louis Hunt) 1.2822%
   W. L. Hunt & Gayle Hunt Irrevocable Trust f/b/o Marcus J. Hunt, Jr. 1.3814% *
   W. L. Hunt & Gayle Hunt 2004 Irrevocable Trust f/b/o Hayden A. Hunt, Jr. 1.3814% *
   W. L. Hunt & Gayle Hunt 2004 Irrevocable Trust f/b/o Gracyn C. Hunt, Jr. 1.3814% *
   M. L. Hunt & N. Howrey Hunt 2008 GRAT Remainder Trust .5232% *

*Non-Voting Interests

Of the voting class of shares, only Woodley Larkin Hunt and Marion Louis Hunt are owners of said shares. Woodley Larkin Hunt owns 98% and Marion Louis Hunt owns 2%.

EXECUTED this 16th day of January, 2019.

HUNT COMPANIES, INC.

[Signature]

Kara Harchuck
Executive Vice President/General Counsel
2019 REVISED Applicant Eligibility Certification

By: Anna L. Perez

Signature of Authorized Representative

Anna L. Perez

Printed Name

COMMISSIONER

Title

AUGUST 7, 2019

Date

THE STATE OF Texas

COUNTY OF El Paso

§ §

§ §

Before me, a notary public, on this day personally appeared Anna L. Perez, 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 7th day of August, 2019

(Seal)

ANGELICA GARCIA
My Notary ID #: 131289615
Expires September 21, 2021

Notary Public Signature
2019 HTC
Full Application

Part 1 Tab 4

Multifamily Direct Loan Certification
Multifamily Direct Loan Certification (10 TAC Chapter 13)

- Multifamily Direct Loan Certification is included behind this tab.

- Multifamily Direct Loan Certification is not applicable to this Application.

**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
### 1. Applicant Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom Deloye</td>
<td>(915) 849-3813</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Mobile</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:tdeloye@hacep.org">tdeloye@hacep.org</a></td>
<td>(915) 478-5619</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5300 E Paisano Dr</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Paso</td>
<td>El Paso</td>
<td>TX</td>
<td>79905</td>
</tr>
</tbody>
</table>

### 2. Second Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Noah Freiberg</td>
<td>(267) 386-8673</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Mobile</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:nfreiberg@pennrose.com">nfreiberg@pennrose.com</a></td>
<td>(267) 386-8673</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 3. Consultant Contact (if applicable)

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alyssa Carpenter</td>
<td>(512) 789-1295</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Mobile</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td>(512) 789-1295</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1305 E. 6th, Ste 12</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austin</td>
<td>Austin</td>
<td>TX</td>
<td>78702</td>
</tr>
</tbody>
</table>

Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.
The project should qualify for **11 points** as a High Cost Development for having an elevator which serves four or more floors, and having a total voluntary Eligible Building Cost per square foot of less than $87.36 per square foot.

13. Explain how a RAD development is eligible to receive an operating subsidy as said in the Financing Narrative.

   RAD developments enter into a Rental Contribution Contract for rental assistance. This is what is meant by operating subsidy – the rental assistance.

14. Submit a letter no older than September 1, 2018, from a third-party CPA, verifying the capacity of Paisano to contribute $2,556,000 in funds that are not otherwise committed or pledged.

   The Gap loan will be provided by the Housing Authority of the City of El Paso, not PHRC. See attached commitment letter.

15. Submit a letter no older than September 1, 2018 from Paisano’s bank(s) confirming that such funds are and will remain available at commitment and until the required investment is completed.

   The Gap loan will be provided by the Housing Authority of the City of El Paso, not PHRC. See attached commitment letter.

16. Identify the location of the City of El Paso’s $500 waiver of permit fees in the cost schedule or Sources and Uses.

   See attached Development Cost Schedule, indicating the $500 waiver of permit fees.

17. Revise the Hunt ELP, Ltd. chart to name the trustee of each trust listed without an identified trustee.

   See attached Org Chart with Trustees added.

18. Submit Previous Participation Form for Pennrose Montana Manor, LLC; Paisano Nuestra Senora GP, LLC; James C. Hunt; Clay Parker; Guy Arnold; Joshua W. Hunt; and Kara Harchuck.

   Previous Participation forms should not be required for entities that do not have control. See attached email correspondence with Elizabeth Henderson from the other HACEP application (Patriot Place) which has the same structure.

19. It appears that the Persons under Hunt Companies, Inc. in the organization charts are under common control with Hunt Companies, Inc. because the executive officers of Hunt Companies, Inc. control their source of benefits. Therefore,
### Competitive Housing Tax Credit Selection Self-Score-10 TAC §11.9

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

#### Criteria Promoting Development of High Quality Housing

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
<td>0</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>9</td>
</tr>
<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
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High Quality Housing Total: 11

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
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<tr>
<td>Income Levels of Tenants</td>
<td>§11.9(c)(1)</td>
<td>16</td>
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<tr>
<td>Rent Levels of Tenants</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Resident Services</td>
<td>§11.9(c)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>0</td>
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<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>0</td>
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<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
<td>2</td>
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<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
<td>5</td>
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<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
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Serve and Support Texans Most in Need Total: 44

#### Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
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</thead>
<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td></td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>1</td>
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<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>0</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td></td>
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<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
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<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
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<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
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Community Support and Engagement Total: 1

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

<table>
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<tr>
<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>
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<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
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<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</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>
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<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
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<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
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Efficient Use of Limited Resources and Applicant Accountability Total: 37

#### Point Deductions

<table>
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<td>§11.9(f)</td>
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Total Application Self Score: 92
### Site Information Form Part I

#### Development Address (All Programs)

<table>
<thead>
<tr>
<th>Development Address</th>
<th>City</th>
<th>ETJ?</th>
</tr>
</thead>
<tbody>
<tr>
<td>405 Montana Avenue</td>
<td>El Paso</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>405 Montana Avenue</td>
<td>El Paso</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
<th>County</th>
<th>Rural/Urban</th>
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<tbody>
<tr>
<td>13</td>
<td>79902</td>
<td>Urban</td>
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</table>

#### Census Tract Information (All Programs)

<table>
<thead>
<tr>
<th>Census Tract Number</th>
<th>Yes</th>
<th>QCT?</th>
<th>Median Household Income</th>
<th>Quartile</th>
<th>Poverty Rate</th>
</tr>
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<tbody>
<tr>
<td>48141001600</td>
<td>Yes</td>
<td>No</td>
<td>19558.00</td>
<td>4q</td>
<td>49.7</td>
</tr>
</tbody>
</table>

The poverty rate for the Census Tract is above 40% (55% for Regions 11 or 13), and the Neighborhood Risk Factors Report and required documentation has been submitted.

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

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

- **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))

#### 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.

#### 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:

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

<table>
<thead>
<tr>
<th>Development Site is appropriately zoned?</th>
<th>Zoning Designation:</th>
<th>Flood Zone Designation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>C-4/sp Commercial Special Permit</td>
<td>Entire Development Site is outside the 100 year floodplain</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Farmland Designation (New Construction (including adaptive re-use) seeking Section 811 and/or Direct Loan funds):</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
</tr>
</tbody>
</table>

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

Confirm the following supporting documents are provided behind this tab.

- Statement explaining **how** the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

- DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.

Self Score Total: 93

3/1/2019

Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mesita Elementary</td>
<td>EE through</td>
<td>5 Yes Yes Yes</td>
</tr>
<tr>
<td>Wiggs Middle</td>
<td>6 through</td>
<td>8 Yes Yes Yes</td>
</tr>
<tr>
<td>El Paso</td>
<td>9 through</td>
<td>12 Yes Yes Yes</td>
</tr>
</tbody>
</table>

Account for each year for each school.

- School district has no attendance zones and the closest schools are listed.
- The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that does not have a 2018 (or 2017 if the Hurricane Harvey Provision applies) Met Standard rating by the Texas Education Agency, and the Neighborhood Risk Factors Report ("NRFR") and required documentation has been submitted. [§11.101(a)(3)(D)(iv)]

- The Target Population is Elderly. **Applicant is required to enter school rating information above, but no disclosure is required.**

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

- 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.
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documentation for
Site Information Form Part I
Supporting Documentation for the Site Information Form Part I

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

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

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

Farmland Designation
- 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.
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Street Map
Nuestra Senora
Street Map
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Census Tract Map
Census Tract Map
Nuestra Senora

The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the Federal Register notice published October 22, 2018.

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html

bounded by Campbell N of Montana & S of Rio Grande - bps
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
2x Per Capita Resolution/
1 Mile 3 Year Resolution/
30% HTC Resolution
This Tab is Not Applicable
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Evidence of Zoning
February 28, 2018

Lots 1 to 6, Block 266, Campbell Addition
Lots 7 to 10, Block 266, Campbell Addition

415 Montana and 416 Rio Grande

To whom it may concern,

In response to your zoning verification request concerning the referenced property, the following are our findings:

1. The properties are zoned C-4/sp (Commercial/special permit). The purpose of these districts is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service, and employment activities. Within the central business district, more intensive commercial uses are allowed, the predominant of which are retail trade and service uses, providing less restrictive height and area regulations.

2. The uses permitted for this property are those in keeping with the purposes and conditions detailed above, to include apartments.

3. The property has a special permit found in the attachments.

4. This letter does not constitute a building permit.


If you have any questions regarding zoning please contact the zoning division at 915-212-1814.

Sincerely,

Santiago Vallejo
Planner

Attachments: Zoning map
AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST14-00027, TO ALLOW FOR OFF-STREET PARKING SERVING ANOTHER PROPERTY, ON THE PROPERTY DESCRIBED AS LOTS 1 THROUGH 10, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS; LOTS 17 THROUGH 20, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS; A PORTION OF LOT 15 AND ALL OF LOT 16, BLOCK 266 CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND LOTS 11 THROUGH 12, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, 400 RIO GRANDE AVENUE, 416 RIO GRANDE AVENUE, 405 MONTANA AVENUE AND 415 MONTANA AVENUE PURSUANT TO SECTION 20.10.410, OFF STREET PARKING SERVING ANOTHER PROPERTY OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, ASLM, LTD has applied for a Special Permit for off-street parking serving another property under Section 20.10.410 of the El Paso City for retail development; and,

WHEREAS, a report was made to the City Plan Commission and a public hearing was held regarding such application; and,

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and,

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and,

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.10.410 and 20.04.320 of the El Paso City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That the property described as follows is in a C-4 (Commercial) and C-1 (Commercial) Zone District:

   Lots 1 through 10, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas; Lots 17 through 20, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas; A portion of Lot 15 and all of Lot 16, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas, and Lots 11 through 12, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas, 400 Rio Grande Avenue, 416 Rio Grande Avenue, 405 Montana Avenue and 415 Montana Avenue and more particularly described by metes and bounds on the attached Exhibit "A" incorporated by reference; and,
2. That the City Council hereby grants a Special Permit under Section 20.10.410 off-street parking serving another property and 20.04.320 of the El Paso City Code, and,

3. That this Special Permit is issued subject to the development standards in the C-4 (Commercial) and C-1 (Commercial) District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and,

4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST14-00027 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,

5. That the Owners shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued; and

6. That bars, nightclubs, liquor stores, tattoo parlors, convenience store with gas pumps, commercial fueling station, and retail tobacco store and smoking establishments as defined in Title 9 of the El Paso City Code shall be prohibited.

ADOPTED this 12th day of May, 2015.

THE CITY OF EL PASO

[Signature]
Oscar Leeser
Mayor

ATTEST:

[Signature]
Richard D. Maysen
City Clerk

APPROVED AS TO FORM:

[Signature]
Karla M. Leeman
Assistant City Attorney

APPROVED AS TO CONTENT:

[Signature]
Mathew S. McElroy, Director
Planning & Inspections Department

ORDINANCE NO. 018353
AGREEMENT

ASLM, LTD, owner, referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the C-4 (Commercial) and C-1 (Commercial) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 12th day of March, 2015.

ASLM, LTD:

By: ALAN MACOOGY G.P. PRES.
(name/title)

(signature)

ACKNOWLEDGMENT

THE STATE OF TEXAS )
) COUNTY OF EL PASO 

This instrument is acknowledged before me on this day of 2015, by ALAN MACOOGY, as General Partner President of ASLM, LTD.

MICHELLE ARMENDARIZ
NOTARY PUBLIC
In and for the State of Texas
My commission expires 02-18-2019

My Commission Expires: 2-18-2019

Notary Public, State of Texas
Notary's Printed or Typed Name:

Michelle Armendariz

ORDINANCE NO. 018353 PZST14-00027

#388196 / 15-1007-1362 / 400 & 416 Rio Grande Ave. & 405 & 415 Montana Avenue
Special Permit Ordinance / KMN
ZONING VERIFICATION APPLICATION
CITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

1. CONTACT INFORMATION:

NAME: Hugo Saldana
COMPANY NAME: Carl Daniel Architects
ADDRESS: 305 Leon Street
CITY: El Paso
STATE: Texas
ZIP CODE: 79901
PHONE: 915-533-2700
FAX: 915-533-2733
E-MAIL ADDRESS: hsaldana@cdael paso.com

2. PARCEL INFORMATION:

STREET ADDRESS OR LOCATION: 405 Montana, El Paso, Texas, 79902
PROPOSED USE: Apartments
LEGAL DESCRIPTION:

556 CAMPBELL 1 TO 3 (1879.60 SQ FT); 556 CAMPBELL 1 TO 5 1/2 OF 15 (1740.50 SQ FT); 256 CAMPBELL 11 & 12 (1244.00 SQ FT); 256 CAMPBELL 13 & 14 6.007 FT OF 14 (1.456 SF)

Note: If the legal description consists of portions of lots or blocks or if a legal subdivision has not been recorded, a survey or a written, sealed metes and bounds description may be required in order to process this application.

Central Appraisal District Property Identification Number (PIDN) 369367-311086- 293180- 371216

3. I AM REQUESTING THE FOLLOWING INFORMATION (check all boxes that apply):

☐ The zoning district designation for this property, including any zoning conditions, special contracts, or special permits.

☐ One parcel with no zoning conditions, special contracts, or special permits

☐ Each additional parcel

☐ One parcel with zoning conditions, special contracts, or special permits

☐ Each additional parcel

☐ Permitted uses for this property.

☐ Masonry Screening Wall Height Increase above 6 ft., where abutting City property...

☐ Masonry Screening Wall Requirement Waiver

☐ Classification of use from the Zoning Administrator

☐ Specific zoning request. An additional fee of $31.22 ($30.28 + 3%) + $37.30 ($36.18 + 3%) per each 1/2 hour of staff research may apply. See Note below.

☐ Other: ____________________________

Note: For certificates of occupancy, building permit documents or information about code violations, send request to OpenRecords@elpasotexas.gov.

SIGNATURE: ____________________________
DATE: 02/12/2019

APPLICATION NO.: 2019-00055
RECEIVED DATE: 2/13/19
APPLICATION FEE: $67.05

ACCEPTED BY: ____________________________

**OFFICE USE ONLY**

City of El Paso, Texas
811 Texas Avenue
El Paso, TX 79901
Phone (915) 212-0088

revised 9-12-2016
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Flood Zone Designation
USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed October 2018.

FEMA Q3 Flood Data
The FEMA Q3 Flood data were developed by scanning the existing FIRM hardcopies that were generated in the mid 1980s. Most have never been updated. Only 133 out of 254 counties in Texas were mapped. The maps should be considered an advisory tool for general hazard awareness, education, and flood plain management.

Source: TNRIS

**Zones A, AE, AH, V and VE**
Special Flood Hazard Areas subject to inundation by the 1% Annual Chance Flood Event. The 1% annual chance is also known as the 100-year flood or base flood and has a 1% chance of being equaled or exceeded in any given year.

**Zone X500**
Other Flood Areas - Areas of 0.2% (500-year) annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than than 1 square mile; and areas protected by levees from 1% annual chance flood.

**Zone X**
Other Areas - Areas determined to be outside the 0.2% (500-year) annual chance floodplain.

**Floodway**
Floodway Areas in Zone AE - The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

**Zone D**
Undetermined Risk Areas - Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.

**Area Not Included**

PEI Project No: 201902017
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Farmland Designation
This Tab is Not Applicable
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Direct Loan
Site and Neighborhood Standards
This Tab is Not Applicable
Supporting Documents:
Educational Quality
Search Results

Search Criteria

House Number:
405

Street Name:
Montana

Results

Boundary - Exact Matches 0  Boundary - Soft Matches 1  Boundary - Street Name Matches 641

Boundary - Soft Matches

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<tr>
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<th>Street Direction</th>
<th>Street Name</th>
<th>Campuses</th>
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<tbody>
<tr>
<td>405</td>
<td>MONTANA AVE</td>
<td></td>
<td>Mesita Elementary School, Mesita ECDC at Vilas, Wiggs Middle School, El Paso High School, PK Community Partnership School</td>
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← Back to Search Form (https://tools.episd.org/tools/boundary)
## Texas Education Agency

**2018 Accountability Ratings Overall Summary**

**MESITA EL (071902130) - EL PASO ISD**

<table>
<thead>
<tr>
<th>Component Score</th>
<th>Scaled Score</th>
<th>Rating</th>
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</thead>
<tbody>
<tr>
<td>Overall</td>
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<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
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<td></td>
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<tr>
<td>STAAR Performance</td>
<td>57</td>
<td>86 Met Standard</td>
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<tr>
<td>College, Career and Military Readiness</td>
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<td>Graduation Rate</td>
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<td>School Progress</td>
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<tr>
<td>Academic Growth</td>
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<tr>
<td>Relative Performance (Eco Dis: 53.5%)</td>
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<td>85 Met Standard</td>
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<tr>
<td>Closing the Gaps</td>
<td>100</td>
<td>100 Met Standard</td>
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</table>

### Distinction Designations

- ELA/Reading: Earned
- Mathematics: Earned
- Science: Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
## Texas Education Agency
### 2018 Accountability Ratings Overall Summary
#### WIGGS MIDDLE (071902052) - EL PASO ISD

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<td>College, Career and Military Readiness</td>
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<tr>
<td>Graduation Rate</td>
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<td>Closing the Gaps</td>
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</table>

### Distinction Designations

- ELA/Reading: Earned
- Mathematics: Earned
- Science: Earned
- Social Studies: Earned
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
## Texas Education Agency

### 2018 Accountability Ratings Overall Summary

**EL PASO H S (071902006) - EL PASO ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
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<tbody>
<tr>
<td>Overall</td>
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<td>83</td>
<td>Met Standard</td>
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<td>STAAR Performance</td>
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<td>College, Career and Military Readiness</td>
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<td>86</td>
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<tr>
<td>Academic Growth</td>
<td>74</td>
<td>84</td>
<td>Met Standard</td>
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<tr>
<td>Relative Performance (Eco Dis: 71.9%)</td>
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<td>86</td>
<td>Met Standard</td>
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<tr>
<td>Closing the Gaps</td>
<td>55</td>
<td>76</td>
<td>Met Standard</td>
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</table>

### Distinction Designations

- ELA/Reading: Earned
- Mathematics: Earned
- Science: Earned
- Social Studies: Earned
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
Supporting Documents:
Waiver of Rules
This Tab is Not Applicable
2019 HTC
Full Application

Part 2 Tab 9

Site Information Form
Part II
Opportunity Index points are not requested. Part 1 entries are related to Concerted Revitalization Plan. If yes, skip down to select amenities under Urban or Rural, as applicable.

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

- Development Site is located entirely within a census tract that has a poverty rate that is less than 20% or that is less than the median poverty rate for the region, whichever is higher.
- The census tract has a median household income rate in the two highest quartiles within the region (2 points).
- The census tract has a median household income rate in the third quarter 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).

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

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

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

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

If necessary, provide a brief summary of how the Development Site is justifying the points selected:
2. **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>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</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.**

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Region: #</th>
<th>Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

**Application is seeking points for Readiness to Proceed.**

**Total Points Claimed:** 0
2019 HTC
Full Application

Part 2 Tab 10

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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Opportunity Index (Competitive HTC and Direct Loan Only)</strong></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries&lt;br&gt;Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts&lt;br&gt;Map(s) of Community Assets with Development, radius, and each asset labeled&lt;br&gt;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&lt;br&gt;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.&lt;br&gt;Print-out from DFPS website confirming daycare licensed to serve relevant age groups <a href="http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp">http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp</a>&lt;br&gt;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 <a href="https://www.neighborhoodscout.com">https://www.neighborhoodscout.com</a>&lt;br&gt;Print-out from THECB website confirming accreditation of university or community college <a href="http://www.txhighereddata.org/Interactive/Institutions.cfm">http://www.txhighereddata.org/Interactive/Institutions.cfm</a>&lt;br&gt;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&lt;br&gt;n/a Evidence of Underserved Area (Competitive HTC and Direct Loan Only)&lt;br&gt;n/a For Colonia: Evidence from Attorney General of Colonia boundaries; and <a href="https://www.texasattorneygeneral.gov/cpd/colonias">https://www.texasattorneygeneral.gov/cpd/colonias</a>&lt;br&gt;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.&lt;br&gt;n/a For Economically Distressed Areas: A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and <a href="http://www.twdb.texas.gov/financial/programs/EDAP/index.asp">http://www.twdb.texas.gov/financial/programs/EDAP/index.asp</a>&lt;br&gt;Map showing development site boundaries, relative to EDA boundaries.&lt;br&gt;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 &quot;Board Approval&quot; column of the Property Inventory tab of the Site Demographic Characteristics Report posted on the Department’s website at <a href="http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm">http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm</a>&lt;br&gt;Map with Development Site boundaries indicated, relative to census tract boundaries&lt;br&gt;Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.&lt;br&gt;Map with all contiguous census tracts, if applicable&lt;br&gt;x Proximity to Urban Core (Competitive HTC Only)&lt;br&gt;x Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.</td>
</tr>
</tbody>
</table>
Concerted Revitalization Plan (Competitive HTC Only)

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

Declared Disaster Area:

The county in which the Development Site is located is listed on the 2019 List of Declared Disaster Areas (no further documentation is required).

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

Applicant believes the county in which the Development Site is located was omitted from the list and should be listed. Application includes evidence that the Development Site is located in an area declared to be a disaster area under Tex. Gov’t Code §418.014 at any time within the two-year period preceding the date of Application submission.

Readiness to Proceed

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

Certification for closing

Acknowledgement(s) of closing date from lenders and syndicator

Certification for construction contract

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

Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements.
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Opportunity Index
# Nuestra Senora

## Opportunity Index Amenities

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<tr>
<th>#</th>
<th>Name</th>
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<th>City</th>
<th>Zip</th>
<th>Distance (mi)</th>
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<td>900 Montana Ave.</td>
<td>El Paso</td>
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<tr>
<td>II</td>
<td>Sun Metro Routes 34 &amp; 36</td>
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<td>El Paso</td>
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<td>El Paso</td>
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<td>YWCA University Heights Early Learning</td>
<td>315 W. Schuster Ave.</td>
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<td>El Paso Public Library Main Branch</td>
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<td>El Paso</td>
<td>79901</td>
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<td>IX</td>
<td>The University of Texas at El Paso</td>
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<td>El Paso</td>
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<td>Tom Lea Lower Park</td>
<td>1203 E. Schuster Ave.</td>
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<td>XIV</td>
<td>Senior Nutrition</td>
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</table>
Nuestra Senora
½ Mile Radius Map
Search Results

Found 1 facility(ies) matching the searched criteria
Houston

Houston
Address: 900 Montana
Days Open: Everyday
   May 1-Sept 30: 6am-11pm, Oct 1-Apr 30: 6am-10pm
Hours of Operation:
Park Website: More info

Photo Gallery
There are no photos available.

http://gis.elpasotexas.gov/parksfinder/
34 Medical Center via Cliff
Downtown Transfer Center Bay G
Five Points Transfer Center Bay C

CONNECTING POINTS TO ROUTES
Campbell & Arizona (36)

CONNECTING DOWNTOWN ROUTES
1, 3, 4, 9, 10, 14, 15, 21, 22, 24, 33, 35, 36, 42, 50, 55, 59, 61, 62, 65, 66, 83, Brio

FIVE POINTS TRANSFER CENTER
25, 30, 32, 33, 35, 41, 50, 55

LEGEND
□ Time Point
○ Bus Route
△ Route Direction
□ Inbound Only

Monday-Friday

<table>
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<tr>
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CVS Pharmacy at 201 N. Mesa St El Paso, TX 79901

STORE OPEN UNTIL 9:00 PM
PHARMACY OPEN UNTIL 8:00 PM

Pick up scripts with a scan of our app
Check store deals before you come in
Shop with CVS

Directions From

Store & Photo Hours
Monday through Friday OPEN 8:00 AM to 9:00 PM
Saturday 8:00 AM to 8:00 PM
Sunday 8:00 AM to 5:00 PM

Pharmacy Hours
Monday through Friday OPEN 9:00 AM to 6:00 PM
Saturday 9:00 AM to 6:00 PM
Sunday Closed

What services does this CVS offer?
Photo
Pharmacy
Immunizations

SCORE 3X SAVINGS
ExtraCare® members who use our app save 3x more!
Find out how

Capture memories.
Order photos online for free same-day pickup.
Get started
**Texas Pharmacy License # 28364**

**CVS/PHARMACY # 10105**

### License Information
- **License Status**: Active
- **License #**: 28364
- **Expiration Date**: 01/31/2020
- **Date License Issued**: 11/28/2012

### Address
- **201 NORTH MESA ST**
- **EL PASO, TX, 79901**
- **Phone**: (915) 533-3709

### Pharmacy Details

#### Prior Disciplinary Orders*  
No

*Information relating to disciplinary orders is current as of 30 days prior to this date. Please note that disciplinary orders entered more than 10 years ago are not available online. A written request for information regarding prior disciplinary orders may be submitted to the office of the Texas State Board of Pharmacy.

#### Class of Pharmacy
- Community Pharmacy

#### Type of Ownership
- Corporation

#### Type of Pharmacy
- Community Multi

#### # of Hospital beds
- No

### Texas Pharmacist Employment Information

<table>
<thead>
<tr>
<th>Pharmacist Name</th>
<th>License #</th>
<th>Registr. Date</th>
<th>Expir. Date</th>
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<tr>
<td>GUERRERO, JESUS</td>
<td>52734</td>
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<td>12/31/2020</td>
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### Employment Information

**Pharmacist in Charge**
- GUERRERO, JESUS

**Pharmacy Profile**

- Accessible to disabled persons: Yes
- Participates in the Texas Medicaid program: Yes

Please note: The data regarding accessibility, translating services, and insurance participation is self-reported by the license holder and no warranty regarding the information is created. Therefore, neither the State of Texas nor the licensing agency accept any legal liability or responsibility or may be held liable or responsible for the accuracy, completeness, timeliness, or usefulness of this information. Should you have any concern as to the accuracy of the data in this system, please contact the license holder or facility for clarification.

### Remedial Plans

Remedial plans (if any) are shown above and subject to removal at the end of the 5th fiscal year after the Board enters the plan.

### Services Provided

- No Nuclear
- Yes Out-Patient Prescriptions
- No Ship Prescription Out of State
- No Class D (Expanded Formulary)
- No Class D (Alternative Visit Schedule)
- No Compounding Sterile-Risk Level Low
- No Compounding Sterile-Risk Level Med
- No Compounding Sterile-Risk Level High
- Yes Compounding Non-Sterile
- No 24 Hour Service
- No Closed Door
- No Compounding, Office Use
- No Home Delivery
- No Infusion
- No Veterinary Prescriptions
- Yes Pharmacist Administered Immunizations
- Yes Compounding, Office Use

### Texas Registered Technicians/Trainees Employment Information

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<td>COSGROVE, VERONICA MENDOZA</td>
<td>216101</td>
<td>01/29/2013</td>
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<td>RODRIGUEZ, DAVID</td>
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### Remote Pharmacy Information

No records to view

### Texas Pharmacy Owner Information

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<tbody>
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<td>ONE CVS DRIVE,</td>
<td>WOONSOCKET, RI</td>
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The Texas State Board of Pharmacy certifies that it maintains the information for the license verification function of this website, performs daily updates to the website, and considers the website to be a secure, primary source for license verification.
About Las Palmas Medical Center

Las Palmas Medical Center offers comprehensive services and special expertise in Emergency Room Medicine (Level III Trauma), Cardiology, Women's Services, Labor & Delivery, Neonatal Intensive Care, Neuroscience, Pediatric care, Oncology Services, and Wound Care Management. Las Palmas Medical Center is also the only Kidney Transplant Center in the Region.

- Cardiology Services
- Emergency Services
- Imaging Services

- Kidney Transplant
- LifeCare Center
- Maternal/Child Services
- Neurosurgical Services
- Oncology Services
- Pediatric Services
- Rehabilitation Services
- Stroke Program
- Surgical Services
- Women's Services
- Wound Management Services
Emergency Services

For medical emergencies, you can count on Las Palmas Del Sol Healthcare any time of the day or night. We provide Emergency Medicine from board-certified physicians specializing in emergency medicine. Read More

Mother & Baby Services

At Las Palmas Del Sol Healthcare, our experienced staff, beautiful surroundings and state-of-the-art technology make the journey to parenthood a joyful experience. That's why so many mothers make Las Palse. Read More
Las Palmas Del Sol Healthcare is El Paso's leading provider of Bariatric surgery, also known as weight loss surgery. Bariatric surgery generally results in greater weight loss than conventional methods, improving...Read More
Child Care Search Result Details

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

Operation Number: 1501668-5531
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: YWCA University Heights Early Learning Academy
Location Address: 315 W SCHUSTER AVE
EL PASO, TX 79902
Mailing Address: 315 W SCHUSTER AVE
EL PASO, TX 79902
Phone Number: 915-747-6000
County: EL PASO
Website Address: www.ywcaelpaso.org
Email Address: Administrator/Director Name: Lorraine Valles
Type of Issuance: Full Permit
Issuance Date: 12/28/2012
Permit Renewal Due By Date: 12/28/2020
Conditions on Permit?: Yes
Accepts Child-Care Subsidies?: Yes
Hours of Operation: 06:00 AM-06:30 PM
Days of Operation: Monday - Friday
Total Capacity: 142
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Total Capacity: 142
Number Of Admin Penalties: 0
Corrective Action?: No
Adverse Action?: No
Temporarily Closed: No

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

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

- **12** Inspections
- **0** Assessments
- **4** Self Reported Incidents
- **0** Reports

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

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

**Three Year Compliance Summary**

- During the last three years, 1492 standards were evaluated for compliance at this operation.

- Of the standards evaluated **3** deficiencies were cited.

*Click on the number of deficiencies to see additional details.*

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

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

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

**Disclaimer:** The online compliance history includes only information after January 1, 2002. In addition, the online compliance history does not include minimum standard violations or corrective or adverse actions until after the child-care operation has had due process or waived its rights. For compliance history prior to January 1, 2002 or history with pending due process, please contact your local licensing office. Child-Care Licensing disclaims liability for any errors or omissions from the compliance history information.

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
Library Information

501 N Oregon | 915-212-READ

12:00 pm - 6:00 pm Sunday
10:00 am - 7:00 pm Monday
10:00 am - 7:00 pm Tuesday
10:00 am - 7:00 pm Wednesday
10:00 am - 7:00 pm Thursday
11:00 am - 6:00 pm Friday
10:00 am - 6:00 pm Saturday

Friends of the Library

Join the Friends!

Membership is $5.00 a year. Your membership helps support the Friends of Main Library’s mission to support programs and advocate for Main Library and El Paso Public Library.

Drop by the bookstore or call 915-212-0354 for more information on how to join.

Location

The Friends Bookstore is located on the first floor of the Cleveland Square foyer, across from the stairs to Teen Town and Children’s.

Meetings

The Friends of Main Library meet quarterly. For scheduled meeting times and locations, please call the Bookstore. All Friends meetings are open to the public.

Computers

Computers are available for public use. All minors must have Internet permission. All computer users must present a library card and a pin in order to reserve a computer. The computer lab closes 15 minutes prior to closing time.

Departments

915-212-0355 Border Heritage Center
915-212-0365 Children’s Room
915-212-0356 Circulation Desk
915-212-3234 Government Documents
915-212-3228 Homebound Services
915-212-0357 Inter-Library Loan (ILL)
915-212-0363 Periodicals
915-212-0363 Reference Desk
915-212-0366 Teen Town
Meeting rooms available to the public

All of EPPL’s meeting room facilities are available for public use. The rooms must be reserved ahead of time to insure availability. They are free of charge provided the use is not for a business endeavor. A nominal business rate will apply for business users. Meeting room use is subject to review by library administration. Please call the library you are interested in for more information.

EPPL Public Meeting Room Spaces

Note: Maximum capacities are listed in parentheses after each room name.

**Armijo Branch Library** [www.elpasolibrary.org/locations/armijo-branch] – GED Proctor Room (10), Computer Classroom (40), Mural Room, Upper Level (122), Mural Room, Lower Level (25)

**Clardy Fox Branch Library** [www.elpasolibrary.org/locations/clardy-fox-branch] – Multipurpose Meeting room (100), Green Room (65), Open Seating Area (45)

**Dorris Van Doren Regional Branch Library** [www.elpasolibrary.org/locations/dorris-van-doren-branch] – Auditorium (80), Family Room (10-15), Craft Area (40)

**Esperanza Acosta Moreno Regional Branch Library** [www.elpasolibrary.org/locations/esperanza-moreno-branch] – Program Room (90), Study Room (6), Lobby (4)

**Irving Schwartz Branch Library** [www.elpasolibrary.org/locations/irving-schwartz-branch] – Meeting Room (80)
José Cisneros Cielo Vista Branch
Library

Judge Edward Marquez Branch Library – Meeting Room (80), Reading Room (25)

Main Library – Auditorium (250), Maud Sullivan Gallery (50-60), Staff Lounge (30), Children's Craft Room (50), Mezzanine (55), Atrium (120), Mary Stanton Room (8)

Memorial Park Branch Library – Program Room (80)

Richard Burges Regional Branch Library – Program Room (100), Small Meeting Room (11), Larger Meeting Room (20)

Sergio Troncoso Branch Library – Meeting Room (80)

Westside Branch Library – Meeting Room (75)

Services
- Library Newsletter
- Bookmobile
- Downloadable Content

Information
- Locations
- Get a Card
- Events

Reference
- Ask a Librarian
- Tex Share Database
- Databases
- eAudiobooks & eBooks

City of El Paso
- City of El Paso
- Museums

http://www.elpasolibrary.org/using-the-library/public-meeting-rooms
- Zoo (http://elpasozo.org)

Connect With Us
- Facebook (https://www.facebook.com/ELPASOPUBLICLIBRARY)
- Twitter (https://twitter.com/elpasolibrary)
- YouTube (http://www.youtube.com/user/cityofelpasotx)
The University

The University of Texas at El Paso (UTEP) is forging dramatic new directions in higher education. UTEP has become a national model for creating and successfully executing highly competitive academic and research programs while maintaining a deep commitment to serving a 21st century student demographic. It is this dedication to providing access and excellence to students in the region that has resulted in UTEP becoming the only public research university in the United States with a Mexican-American majority student population.

UTEP officially opened in the fall of 1914 and is the second oldest institution in The University of Texas System (www.utsystem.edu). It is a Carnegie high-research-activity, urban university that enrolls more than 25,000 students. It serves its primary constituency — residents of far west Texas, southern New Mexico, and northern Mexico — with 74 undergraduate programs, 76 master’s programs and 22 doctoral degree programs, including a growing portfolio of online degrees. With an 80% Hispanic student population, UTEP proudly reflects the demographic composition of the bi-national region from which it draws the vast majority of its students. Eighty-four percent of students are from El Paso County and 4 percent are Mexican nationals.

Academic and Research Programs

The Brookings Institution, a nonprofit public policy organization based in Washington, D.C., ranked UTEP No.1 among all U.S. public universities that perform well both in research productivity and student social mobility. The University ranks among the top 10 colleges and universities nationally for the number of Hispanic graduates in public relations and communications, education, engineering, mathematics and statistics, homeland security and law enforcement, and business management and marketing.

The Stanlee and Gerald Rubin Center for the Visual Arts has become an internationally renowned venue for contemporary art, with a special focus on work relevant to the U.S.-Mexico border region. UTEP’s Creative Writing faculty of award-winning novelists and poets offers the nation’s first bilingual (English-Spanish) MFA program. The UTEP Dinner Theatre is the only full-time dinner theatre on a university campus, and one of El Paso’s most popular entertainment venues, showcasing the talents of UTEP theatre arts students and faculty who have won national recognition for acting, choreography, and set design.

UTEP led the establishment 25 years ago of the El Paso Collaborative for Academic Excellence, a pre-K-16 partnership that has earned national recognition for its work to transform and vertically integrate the education of young people in the surrounding region. The collaborative, which includes UTEP, El Paso Community College, local school districts and business leaders, has become one of the most successful community partnerships for student success in the U.S. and the model for PK-16 initiatives across the state and nation. It has received funding from the National Science Foundation, the Pew Charitable Trusts, and other foundations and governmental entities to support its programs to transform teaching and learning in science, technology, mathematics and literacy. Outcomes data strongly validate the success of the collaborative’s work and enable continuous improvement.

With about $95 million in total annual research expenditures, UTEP receives funding from the National Science Foundation, the National Institutes of Health, the Department of Energy, the Environmental Protection Agency, the National Endowment for the Humanities and other agencies. Faculty and staff members were actively engaged in research and sponsored projects in 2016-17, and 184 new grants resulted in more than $62.3 million in new funding commitments.

UTEP’s research achievements draw on such traditional areas of strength as science and engineering, as well as a broad range of programs and interdisciplinary research centers that have evolved with UTEP’s growth and development, including:

- Border Biomedical Research Center
- Center for the Advancement of Space Safety and Mission Assurance Research
- Center for Environmental Resource Management
- Center for Inland Desalination Systems
- Center for Inter-American and Border Studies
- Center for Interdisciplinary Health Research and Evaluation
- Center for Law and Human Behavior
- Center for Space Exploration and Technology Research
- Center for Transportation Infrastructure Systems
Campus Setting

UTEP is an urban university located in El Paso, Texas, a growing community of more than 830,000 which, together with Juárez, Mexico, forms one of the world's largest bi-national metropolitan areas, totaling more than 2 million residents. El Paso's attractive and affordable living conditions and broad range of unique cultural and intellectual options, and the surrounding region's beautiful mountain desert terrain, abundant sunshine and outdoor recreational opportunities, combine to offer a highly satisfying quality of life.

UTEP – with its annual budget of more than $500 million, a University-related local economic impact of $1.4 billion, and its cultural, arts, continuing education and athletic programs – is a major contributor to the region's prosperity and quality of life. Unique in campus architectural styles, UTEP's facilities were inspired by buildings in the Himalayan Kingdom of Bhutan. The 420-acre campus is bustling with growth, including the recent completion of a number of such significant construction and renovation projects as new state-of-the-art facilities in chemistry, computer science, engineering, health sciences, and nursing, and a major pedestrian-friendly transformation of the campus core.

Recent construction also enhanced quality of life by adding student housing, parking garages, and an expanded recreation center. Construction of a new $85 million interdisciplinary research building began in early 2017. The UTEP Library offers a rich array of learning spaces and support services, and it houses more than 800,000 volumes, 260,000 government documents, 71,000 electronic journals, and 1.6 million microforms.

UTEP's campus also offers rich cultural resources including museums and galleries, a Chihuahuan Desert garden, a cinema, and numerous music and theater performance spaces, as well as outstanding sports and recreational facilities. Its 12,200-seat Don Haskins Center and 52,000-seat Sun Bowl serve as venues for both UTEP men's and women's intercollegiate athletics teams and major regional entertainment programming, ranging from traveling shows such as Cirque de Soleil to performing artists such as Elton John and the Rolling Stones.

UTEP Miner athletics are an important part of campus culture and community pride. UTEP competes in NCAA Division I-A as a member of Conference USA. UTEP has won 20 national championships in track and field and remains the only university in Texas to win the NCAA men's basketball championship. In that 1966 championship game, an all African-American Miner starting lineup faced the renowned Kentucky Wildcats, and their victory forever changed the face of intercollegiate athletics. The story of this major milestone in NCAA history was captured in a popular Hollywood film, "Glory Road."
### Public Universities

**Download the Excel Version**

<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
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<tbody>
<tr>
<td>Angelo State University</td>
<td>Brian J. May, President</td>
<td>(325) 942-2073</td>
</tr>
<tr>
<td>Lamar University</td>
<td>Kenneth Evans, President</td>
<td>(409) 880-7011</td>
</tr>
<tr>
<td>Midwestern State University</td>
<td>Suzanne Shipley, President</td>
<td>(940) 397-4000</td>
</tr>
<tr>
<td>Prairie View A&amp;M University</td>
<td>Ruth J. Simmons, President</td>
<td>(936) 857-3311</td>
</tr>
<tr>
<td>Sam Houston State University</td>
<td>Dana G. Hoyt, President</td>
<td>(866) 284-1111</td>
</tr>
<tr>
<td>Stephen F. Austin State University</td>
<td>Steve Westbrooke, President</td>
<td>(936) 468-2011</td>
</tr>
<tr>
<td>Sul Ross State University</td>
<td>William (Bill) Kibler, President</td>
<td>(432) 837-8011</td>
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<tr>
<td>Sul Ross State University Rio Grande College</td>
<td>William (Bill) Kibler, President</td>
<td>(830) 278-3339</td>
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<tr>
<td>Tarleton State University</td>
<td>F. Dominic Dotavio, President</td>
<td>(254) 968-9000</td>
</tr>
<tr>
<td>Texas A&amp;M International University</td>
<td>Pablo Arenaz, President</td>
<td>(956) 326-2001</td>
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<tr>
<td>Texas A&amp;M University</td>
<td>Michael K. Young, President</td>
<td>(979) 845-3211</td>
</tr>
<tr>
<td>Texas A&amp;M University at Galveston</td>
<td>Col. Michael E. Fossum, Chief Operating Officer</td>
<td>(877) 322-4443</td>
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<tr>
<td>Texas A&amp;M University System</td>
<td>John Sharp, Chancellor</td>
<td>(979) 458-6000</td>
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<tr>
<td>Texas A&amp;M University-Central Texas</td>
<td>Marc Nigliazzo, President</td>
<td>(254) 519-5400</td>
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<tr>
<td>Texas A&amp;M University-Corpus Christi</td>
<td>Kelly M. Quintanilla, President/CEO</td>
<td>(361) 825-5700</td>
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<tr>
<td>Texas A&amp;M University-Kingsville</td>
<td>Steven H. Tallant, President</td>
<td>(361) 593-3207</td>
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<tr>
<td>Texas A&amp;M University-San Antonio</td>
<td>Cynthia Teniente-Matson, President</td>
<td>(210) 932-6299</td>
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<tr>
<td>Texas A&amp;M University-Texarkana</td>
<td>Emily F. Cutrer, President</td>
<td>(903) 223-3000</td>
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<tr>
<td>Texas Southern University</td>
<td>Austin A. Lane, President</td>
<td>(713) 313-7011</td>
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<tr>
<td>Texas State University</td>
<td>Denise Trauth, President</td>
<td>(512) 245-2111</td>
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<td>Texas State University System</td>
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<td>(512) 245-2111</td>
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</tbody>
</table>

**Institution Administrative Officer**

**Main Telephone**

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**Latest News**

- Data Resources for 2019 LBB Measures
- Dual Credit Enrollment Data Updated for 2019
- Enrollment Forecast 2019-2030 for Texas Institutions of Higher Education
- 2016 Annual Texas Success Initiative Assessment (TSIA) Summary Score Report
- 2016-2017 Annual TSI High School Summary Report
- 2016-2017 Annual TSI High School Summary Report

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**e-UPDATES**

- subscribe to updates
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<td>Texas Tech University System</td>
<td>P.O. Box 42013, Lubbock, TX 79409</td>
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<td>Texas Woman's University</td>
<td>304 Administration Drive, Denton, TX 76204-5589</td>
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<tr>
<td>The University of Texas at Arlington</td>
<td>701 S. Nueces Drive, Arlington, TX 76019</td>
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<td>The University of Texas at Austin</td>
<td>University Station, Austin, TX 78712</td>
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<tr>
<td>The University of Texas at Dallas</td>
<td>800 West Campbell Road, Richardson, TX 75080-3021</td>
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<tr>
<td>The University of Texas at El Paso</td>
<td>500 West University Avenue, El Paso, TX 79968</td>
<td></td>
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<tr>
<td>The University of Texas at San Antonio</td>
<td>One UTSRX One UTSA Campus, San Antonio, TX 78249-0601</td>
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<tr>
<td>The University of Texas at Tyler</td>
<td>3600 University Boulevard, Tyler, TX 75799</td>
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<td>The University of Texas Permian Basin</td>
<td>8901 East University, Odessa, TX 79762</td>
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<td>The University of Texas Rio Grande Valley</td>
<td>1201 West University Drive, Edinburg, TX 78541</td>
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<td>The University of Texas System</td>
<td>601 Colorado, Austin, TX 78701-2982</td>
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<td>University of Houston</td>
<td>4800 Calhoun Road, Houston, TX 77204</td>
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<tr>
<td>University of Houston System</td>
<td>3100 Cullen Boulevard Suite 205, Houston, TX 77204-6001</td>
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<tr>
<td>University of Houston-Clear Lake</td>
<td>2700 Bay Area Boulevard, Houston, TX 77058-1098</td>
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<tr>
<td>University of Houston-Downtown</td>
<td>One Main Street, Houston, TX 77002</td>
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<tr>
<td>University of Houston-Victoria</td>
<td>3007 N. Ben Wilson, Victoria, TX 77901-5731</td>
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<tr>
<td>University of North Texas</td>
<td>1155 Union Circle #311277, Denton, TX 76203</td>
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<tr>
<td>University of North Texas at Dallas</td>
<td>7300 University Hills Boulevard, Dallas, TX 75241</td>
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<td>University of North Texas System</td>
<td>1901 Main Street, Dallas, TX 75201</td>
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<td>UNT Dallas College of Law</td>
<td>1901 Main Street, Dallas, TX 75001</td>
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<tr>
<td>West Texas A&amp;M University</td>
<td>2501 4th Avenue, Canyon, TX 79016</td>
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</tbody>
</table>
LIST OF RECREATION CENTERS

ARMIJO RECREATION CENTER
700 E. 7th St.
El Paso, TX 79901
(915) 212-0396

Hours of Operation
Monday – Thursday 1:00 p.m. – 9:00 p.m.
Friday 1:00 p.m. – 6:00 p.m.
Saturday 9:00 a.m. – 2:00 p.m.

District Map

OFFICER DAVID ORTIZ RECREATION CENTER
563 N. Carolina St.
El Paso, TX 79915
(915) 212-0430

Hours of Operation
Monday – Thursday 9:00 a.m. – 9:00 p.m.
Friday 9:00 a.m. – 6:00 p.m.
Saturday 9:00 a.m. – 2:00 p.m.

District Map
NOLAN RICHARDSON RECREATION CENTER
4435 Maxwell Ave.
El Paso, TX 79904
(915) 212-0422

Hours of Operation
Monday – Thursday 1:00 p.m. – 9:00 p.m.
Friday 1:00 p.m. – 6:00 p.m.
Saturday 9:00 a.m. – 2:00 p.m.

District Map
2

PAT O’ ROURKE RECREATION CENTER
901 Virginia St.
El Paso, TX 79902
(915) 212-0127

Hours of Operation
Monday – Thursday 9:00 a.m. – 9:00 p.m.
Friday 9:00 a.m. – 6:00 p.m.
Saturday 9:00 a.m. – 2:00 p.m.

District Map
8

PAVO REAL RECREATION CENTER
9301 Alameda Ave.
El Paso, TX 79907
(915) 212-0474

Hours of Operation
Monday – Thursday 9:00 a.m. – 9:00 p.m.
Friday 9:00 a.m. – 6:00 p.m.
Saturday 9:00 a.m. – 2:00 p.m.

District Map
6

RAE GILMORE RECREATION CENTER
8501 Diana Dr.
El Paso, TX 79904
(915) 751-4945

Hours of Operation
Monday – Friday 1:00 p.m. – 8:00 p.m.

District Map
2

SAN JUAN RECREATION CENTER
701 N. Glenwood St.
El Paso, TX 79905
(915) 212-0485

Hours of Operation
Monday – Thursday 1:00 p.m. – 9:00 p.m.
Friday 1:00 p.m. – 6:00 p.m.
Saturday 9:00 a.m. – 2:00 p.m.

District Map
3
Tom Lea Lower Park & Recreation Finder

Search Results

Found 1 facility(ies) matching the searched criteria
Tom Lea Lower

Address: 1203 Schuster Ave
Days Open: Everyday
Hours of Operation: May 1-Sept 30: 6am-11pm, Oct 1-Apr 30: 6am-10pm
Park Website: More info

There are no photos available.

http://gis.elpasotexas.gov/parksfinder/
About Us

Kelly Memorial Food Pantry is a volunteer operated and community supported non-profit organization in central El Paso, Texas. It is El Paso's largest food pantry, serving 2,500 families per month. Located in the heart of El Paso, KMFP provides not just food, but a warm and welcoming family atmosphere to every person who walks in the door.

History
Kelly Memorial Food Pantry, first known as Daily Bread Food Pantry, was started in 1999 as an outreach ministry of Trinity First United Methodist Church. Bob Kelly and his wife, Nell (pictured right), single-handedly started and operated the Daily Bread Food Pantry, running out of a small basement room in the church building. The pantry was open on the first and third Saturdays of the month, serving around 75 families in the immediately surrounding area. With time, the pantry began to grow, being open on more days and serving more families. In 2003, in recognition of Mr. Kelly's hard work and commitment, the pantry was renamed "Bob Kelly Food Pantry." Mr. Kelly passed away in 2004 which is when the pantry received its now current name, "Kelly Memorial Food Pantry." In his passing, Mr. Kelly left a memorial gift to the pantry, in hopes of its continuation for years to come.

Bob Kelly's vision has made Kelly Memorial Food Pantry what it is today - a vibrant, welcoming place with a family-oriented atmosphere, and most importantly a place that feeds the hunger of many individuals and families in El Paso. Since its opening, Kelly Memorial Food Pantry has expanded to serving 2500 families per month and has moved to its new, larger location on Florence Street.
Pantry Hours/Horas de Operación

Wednesday/miércoles  9:00 am - 3:00 pm
Friday/viernes         9:00 am - 3:00 pm
Saturday/sábado        9:00 am - 12:00 pm

Who Qualifies?/Quién tiene derecho a la despensa?
Kelly Memorial Food Pantry serves anyone living in zip codes 79901, 79902, 79903, 79904, 79905, 79912, 79915, 79922, 79930, and 79932.

Kelly Memorial Food Pantry sirve a personas que viven en las zonas postales 79901, 79902, 79903, 79904, 79905, 79912, 79915, 79922, 79930, y 79932.

What to Bring/Lo que se debe traer
Please bring an ID and proof of address. A recent bill or other piece of mail can be used as proof of address (make sure it's dated).

Por favor, traiga un ID y comprobante de dirección. Se puede traer un recibo corriente u otro documento para comprobar la dirección (es necesario que tiene la fecha).

What services do we provide?/Servicios que proporcionamos
Families in need can come once per month for a box of food. We try to provide a healthy, well rounded box of food, often including at minimum:

- 2 fruits
- 2 vegetables
- 2 proteins, including beans
- 2 carbohydrates, including rice

Thanks to the support of Jardin de Milagros, we are also often able to provide our clients with a bag of fresh produce.

Familias e individuos que necesitan comida pueden venir una vez cada mes para la despensa. Queremos dar una despensa saludable y equilibrada, que incluye como mínimo:

- 2 frutas
• 2 verduras
• 2 proteínas, incluye frijoles
• 2 carbohidratos, incluye arroz

Gracias por el apoyo al Jardín de Milagros, por el cual a menudo podemos dar a nuestros clientes una bolsa de verduras frescas.
Contact Information

Irene G. Valenzuela
Executive Director

Rosalva Hernandez
Program Manager

6314 Delta
El Paso, Texas 79905
[view map](https://goo.gl/maps/mQ9fs9YLSsu)

Email csn@epcounty.com (mailto:csn@epcounty.com)
Phone (915) 546-8167
Fax (915) 783-5786

Other Resources

Administration for Community Living (https://www.acl.gov/node/792)
Texas HHSC (https://texas.gov/)
Housing Assistance (https://www.tdhca.state.tx.us/)
Goodbye High Utility Bills (http://www.tdhca.state.tx.us/pdf/WAPFlyer.pdf)
Program Brochure (http://www.tdhca.state.tx.us/ppa/docs/ProgramBrochure.pdf)
Notices of Funding (NOFAs) (http://www.tdhca.state.tx.us/nofa.htm)
Emergence Health Network (https://emergencehealthnetwork.org/)

NUTRITION PROGRAM CENTERS (CITY-COUNTY)

A division of the Community Services Department

Vision: The new tradition is a renewed conviction of excellence by changing lives, inspiring hope and building a brighter future.

Mission Statement: To build trust, adapt to an evolving community and provide a safe and healthy quality of life to our families.
PRIORITY
Nutrition: To nourish and enrich the lives of older individuals by providing nutritious meals to active and homebound individuals; thereby, promoting their health, well-being and independence.

A senior nutrition program providing a 1/3 Required Dietary Allowance noon time meal to El Pasoans 60 years of age or older. Center based meals are served in 20 Senior Nutrition Community Centers throughout the County. Home delivered meals are served to 1,117 homebound frail elderly or handicapped individuals. Valley Services is the County’s meal vendor for the preparation and delivery of all meals.

Senior Nutrition Center Menu (documents/menu.pdf) January - March 2019
Home Delivered Meals Menu (documents/menu.pdf) January - March 2019

CITY PARK AND RECREATION CENTERS

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<td>El Paso, TX 79915</td>
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<tr>
<td>Phone: 592-8710</td>
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<td><strong>EASTSIDE</strong></td>
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<td>PAT O'ROURKE</td>
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<td>GRANDVIEW</td>
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<td>HILOS DE PLATA</td>
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<td>MEMORIAL CENTER</td>
<td>1800 Byron, El Paso, TX. 79930</td>
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<td>SOUTHSIDE</td>
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<td>WELLINGTON CHEW</td>
<td>4430 Maxwell, El Paso, TX.</td>
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<td>POLLY HARRIS</td>
<td>650 Wallenberg, El Paso, TX. 79912</td>
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<td>SAN JUAN</td>
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<td>COUNTY RUN NUTRITION CENTERS</td>
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<td>CANUTILLO</td>
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<td>SAN ELIZARIO</td>
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<td>CLINT</td>
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<td>FABENS</td>
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<td>MONTANA VISTA</td>
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<td>CITY OF SOCORRO NUTRITION CENTER</td>
<td>901 Rio Vista, El Paso, TX 79927</td>
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Contact Us

(915) 546-2000
500 E. San Antonio
El Paso, TX 79901
view map

Disclaimer (..\disclaimer.htm) Link & Privacy Policy (..\linkprivacy.htm)

Social Media

YouTube (https://www.youtube.com/channel/UC-2RrYOS6Y6VkJDlp5eM0OLA/featured)

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2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Underserved Area
This Tab is Not Applicable
Supporting Documents:
Proximity to Urban Core
Nuestra Senora
Proximity to Urban Core
AGENDA FOR REGULAR COUNCIL MEETING

February 5, 2019

COUNCIL CHAMBERS, CITY HALL
9:00 AM

AND

AGENDA REVIEW MEETING
300 N. CAMPBELL
MAIN CONFERENCE ROOM, 2ND FLOOR
FEBRUARY 4, 2019
9:00 AM

ROLL CALL

INVOCATION BY PASTOR LUIS DIAZ AND CO-PASTOR ADRIANA MARTINEZ, EL PASO PALABRA VIVA

PLEDGE OF ALLEGIANCE

Students from Harmony Public School

Justin Carrasco
Maximiliano Duarte
Isabella Huereca
Diego Viscarra
Franco De Luna
Alondra Peña

MAYOR’S PROCLAMATIONS

1. Teen Dating Violence Awareness Month
2. El Paso Vector Control Award Recipients Week
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Concerted Revitalization Plan

NA
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Declared Disaster Area

NA
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Readiness to Proceed

NA
1. **Site Acreage**

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

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<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.72 acres</td>
<td>0.72</td>
<td>na</td>
<td>0.72</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:

   [Blank space]

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>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASLM Limited</td>
<td>Susan Daw</td>
<td>804 Cherry Hill Ln.</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)?

   - No

   If "Yes," please explain: **Housing Authority will purchase the property and lease to EP Montana Manor, LP**

   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>same owner for three years</td>
<td></td>
</tr>
</tbody>
</table>

   Site Control is in the form of:

   - [x] Contract for sale.
   - [ ] If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
   - [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
   - [x] Contract for lease. **Contract can be extended to 1/31/2020**

   Expiration of Contract or Option: **5/1/2020**
   Anticipated Closing Date: **11/1/2019**

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

   The Property has the following encumbrance(s):
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:

- X 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: __________
2019 HTC
Full Application

Part 2 Tab 12

Supporting Documentation for
Site Information Form Part III
| **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). |
| ☒ 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. |
| ☒ 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
2019 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Site Control
120' x 260' = 31,200 sf or 0.7163 acre - bps
Option Agreement for Purchase of Real Property

This Option Agreement for Purchase of Real Property (the “Agreement”) is made and entered into this 31st day of December 2018 (the “Execution Date”), by and between ASLM Limited, located at 804 Cherry Hill Ln., El Paso, Texas 79912, hereinafter referred to as the “Seller” and Housing Authority of the City of El Paso, a Texas municipal housing authority, and whose principal address is 5300 E. Paisano, El Paso, Texas 79905 and hereinafter referred to as the “Purchaser”:

Recitals

Whereas, Seller is the fee simple owner of certain real property and improvements being, lying and situated in El Paso County, Texas as set forth below:

<table>
<thead>
<tr>
<th>Property</th>
<th>Legal Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>400 E. Rio Grande, El Paso, Texas</td>
<td>266 CAMPBELL 11 &amp; 12 (6344.00 SQ FT)</td>
</tr>
<tr>
<td>416 Rio Grande Ave., El Paso, Texas</td>
<td>266 CAMPBELL 7 TO 10 (12480.00 SQ FT)</td>
</tr>
<tr>
<td>415 Montana Ave, El Paso, Texas</td>
<td>266 CAMPBELL 1 TO 6 (18720.00 SQ FT)</td>
</tr>
<tr>
<td>405 Montana Ave., El Paso, Texas</td>
<td>266 CAMPBELL 16 to 20 &amp; S 1/2 OF 15 (17,160 SQ FT)</td>
</tr>
</tbody>
</table>

(with the foregoing real properties and improvements collectively referred to herein as the “Property”), with the Property further indicated on the map which is set forth in Exhibit “A”, attached hereto and incorporated herein, and described in the legal descriptions in Exhibit “B”, also attached hereto and incorporated herein;

Whereas, Purchaser desires to procure an option to purchase the Property upon the terms and provisions as hereinafter set forth;

Whereas, Purchaser desires an option to purchase the Property for future development of residential housing and/or any other lawful purpose (the “Purpose”):

Now, therefore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto and for the mutual covenants contained herein, Seller and Purchaser hereby agree as follows:

1. Definitions. For the purposes of this Agreement, in addition to those terms defined above, the following terms shall have the following meanings:

(a) “Execution Date” shall mean the day referenced above in which the parties execute this Agreement;

(b) “Feasibility Period” shall mean that period commencing on the Execution Date and ending on March 31, 2019;

(c) “Independent Consideration” shall mean the total sum of ONE HUNDRED AND NO/00 DOLLARS ($100.00) payable to Seller on the Execution Date which is the amount the parties have bargained for and agreed to as consideration for
Seller’s grant to Buyer of Buyer’s exclusive option to purchase the Property pursuant to the terms hereof and for Seller’s execution of this Agreement.

(d) “Option Fee” shall mean the total sum of a down payment of FIVE THOUSAND AND NO/00 DOLLARS ($5,000.00), a non-refundable payment to be made payable directly to Seller within five (5) business days of execution of this Agreement;

(e) “Option Term” shall mean that period of time commencing on the Execution Date and ending on March 31, 2019, unless extended by one or more Extension Terms as provided by Section 12 below;

(f) “Option Exercise Date” shall mean that date, within the Option Term, upon which the Purchaser shall send its written notice to Seller exercising its Option to Purchase; and

(g) “Closing Date” shall mean the date selected by Purchaser that is sixty (60) days or fewer from the Option Exercise Date.

2. **Feasibility Period.** During the Feasibility Period, Seller agrees to permit Purchaser, its employees, representatives, insurers, and agents reasonable access to the Property in order to perform inspections of the Property to ensure it is suitable for the Purchaser’s needs, including but not limited to, at the Purchaser’s sole expense, conducting one or more surveys, appraisals, design studies or assessments, conducting environmental studies, order soil boring and laboratory tests, and/or testing for hazardous materials. In addition, during the Feasibility Period, upon request of Purchaser, Seller agrees to provide copies of any surveys, environment studies, designs, site plans, or archeological studies in its possession or control regarding the Property.

3. **Grant of Exclusive Option.** In consideration of the Option Fee payable to Seller as set forth herein, Seller does hereby grant to Purchaser the exclusive right and Option (“Option”) to purchase the Property upon the terms and conditions as set forth herein. If the Option Term is extended pursuant to Section 12 below, Seller continues to grant to Purchaser the exclusive right and Option to purchase the Property upon the terms and conditions as set forth herein.

4. **Payment of Option Fee.** Purchaser agrees to pay the Seller as the Option Fee in a single payment in the amount specified in Section 1(d) above within fifteen (15) business days of the commencement of the Option Term. The Option Fee shall be deposited in escrow with WestStar Title, El Paso, Texas, acting as escrow agent, to be released to Seller upon WestStar Title’s receipt of written request from Seller for same.

5. **Exercise of Option.** Purchaser may exercise its exclusive right to purchase the Property pursuant to the Option, at any time during the Option Term by giving written notice thereof to Seller. As provided for above, the date of sending of said notice shall be the Option Exercise Date.

6. **Contract for Purchase and Sale of Real Property.** In the event that the Purchaser exercises its exclusive Option as provided for herein, Seller agrees to sell and Purchaser agrees to
buy the Property and both parties agree to execute a contract (the “Contract”) for such purchase and sale of the Property in accordance with the following terms and conditions:

(a) **Purchase Price.** The total purchase price for the Property shall be the sum of ONE MILLION SEVEN HUNDRED THOUSAND AND NO/00 DOLLARS ($1,700,000.00) (the “Purchase Price”); however, Purchaser shall receive credit towards the Purchase Price for any Extension Term Fees paid by Purchaser as noted in Section 12 below;

(b) **Closing Date.** The Closing Date shall be on or before the time set forth in Section 1(g) above;

(c) **Closing Costs.** Unless otherwise provided herein or already paid outside of Closing, at Closing, Seller agrees to pay the costs for:

(i) the base premium for the title policy;
(ii) Special Warranty Deed preparation;
(iii) Tax certificates;
(iv) The cost of the survey; and
(v) One-half (1/2) of the escrow fee charged by the title company selected by Purchaser.

Purchaser agrees to pay:

(i) One-half (1/2) of the escrow fee charged by the title company selected by Purchaser;
(ii) Recording fees for the Special Warranty Deed;
(iii) Costs related to additional due diligence studies ordered by Buyer;
(iv) Any endorsements or extended coverage to the title policy; and
(v) Any Roll-Back Taxes, if and as applicable to a Purchaser that is a governmental entity and exempt from payment of property taxes in Texas or if applicable to the Seller. Seller shall not pay any Roll-Back Taxes under any circumstances.

All other costs and expenses incurred in connection with this Agreement that are not recited herein to be the obligation of Seller or Purchaser shall be allocated among Seller and Purchaser as is customary in El Paso County, Texas. Except as provided in Section 13(g), each party shall its own attorneys’ fees.

(d) **Default by Purchaser; Remedies of Seller.** In the event Purchaser, after exercise of the Option, fails to proceed with the closing of the purchase of the Property pursuant to the terms and provisions as contained herein and/or under the Contract, Seller shall be entitled to retain the Option Fee or any Section 12 extension fees deposited with WestStar Title as liquidated damages and shall have no further recourse against Purchaser; and

(e) **Default by Seller; Remedies of Purchaser.** In the event Seller fails to close the sale of the Premises pursuant to the terms and provisions of this Agreement and/or
under the Contract, Purchaser shall be entitled, at its sole discretion, to either sue for specific performance of the real estate purchase and sale contract or terminate such Contract and sue for money damages, including, but not limited to the return of the Option Fee paid.

7. **Inspection of the Property.** During the Feasibility Period and Option Term, including the duration of any Option Term extended pursuant to Section 12 below, Seller agrees to permit Purchaser, its employees, representatives, insurers, contractors, and agents reasonable access to the Property in order to perform inspections of the Property to ensure it is suitable for the Purchaser’s needs, including but not limited to, at the Purchaser’s sole expense, conducting one or more surveys, appraisals, design studies or assessments, conducting environmental studies, order soil boring and laboratory tests, testing for hazardous materials and/or studies or reports necessary to obtain approvals from the U.S. Department of Housing and Urban Development, Texas Department of Housing and Community Affairs, historic tax credit agencies, and/or any other federal, state, tribal, or local agency or body for the intended development of the Property.

8. **Seller’s Obligations.** Seller is solely responsible for all care, maintenance, taxes and liabilities associated with the Property through the Closing Date, if any. After the Execution Date and until the Closing, Seller shall maintain the Property in the same condition and in the same manner as existing on the Execution Date, ordinary wear and casualty loss excepted. All risk of loss to the Property shall remain upon Seller prior to the Closing. The parties further agree that if the Property or improvements thereon, if any, are materially damaged or destroyed at any time after the execution of this Agreement and prior to the Closing, Seller shall have a reasonable time in which to repair or reconstruct the same. If Seller fails to do so within a reasonable time, Purchaser may, at its option, undertake such repairs or reconstruction and Seller agrees to reimburse Purchaser for the full cost thereof at the Closing, or, alternatively, at the option of Purchaser, all obligations of the parties under this Agreement shall terminate, and the parties agree that Purchaser shall be refunded any and all amounts previously paid to Seller pursuant to this Agreement.

9. **Closing Obligations.** At the Closing, the parties agree that, among other obligations to be memorialized in a written purchase agreement, Seller shall deliver or cause to be delivered to Purchaser, at Seller’s sole cost and expense, each of the following items:

   (a) a survey by a registered professional land surveyor acceptable to the Purchaser and its selected title company;

   (b) a general warranty deed, duly executed and acknowledged by Seller, in recordable form, conveying the Property in fee simple according to the legal description prepared by the surveyor as shown on the survey, subject only to ordinary permitted exceptions existing as of the Execution Date, excluding any liens or judgments, which will never be permitted exceptions;

   (c) a title policy in the full amount of the Purchase Price issued by a title company selected by Purchaser, subject only to permitted exceptions as provided above and insuring indefeasible fee simple title is vested in Purchaser;
(d) such evidence or documents as may be reasonably required by Purchaser or the title company evidencing the status and capacity of the Seller and the authority of the person or persons who are executing any documents on behalf of the Seller in connection with the sale of the Property; and

(e) relocation of any and all tenants of the Property, at Seller’s expense (or an agreement to relocate any such tenants in a form acceptable to Purchaser).

10. **Seller’s Representations and Warranties.** Seller represents and warrants to Purchaser:

(a) As of the Execution Date and Closing Date, (A) Seller is an individual, (B) Seller is, to the extent required by law, duly qualified to do business in the State of Texas, (C) Seller has all power and authority necessary for it to execute and deliver this Agreement and perform its obligations hereunder, and (D) the execution, delivery and performance of this Agreement by Seller does not conflict with or constitute a breach of any contract, agreement or other instrument by which Seller or any property is bound;

(b) As of the Execution Date and Closing Date, Seller is not (A) a “foreign person,” as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended, or (B) a “disregarded entity” as such term is defined in Section 1.1445-2(b)(2)(iii) of the Code of Federal Regulations;

(c) As of the Execution Date and Closing Date, Seller has not (A) filed any voluntary petition in bankruptcy or sought to reorganize his affairs under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors in the last thirty (30) years, (B) been adjudicated as bankrupt or insolvent, or (C) had an involuntary petition filed against him under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors;

(d) As of the Execution Date, to Seller's knowledge, there are no pending condemnation proceedings affecting the Property;

(e) As of the Execution Date, (A) Seller is not a party to any pending lawsuits affecting the Property, and (B) Seller has not received written notice from any governmental authority that the Property is in violation of legal requirements;

(f) As of the Execution Date and Closing Date, the Property is not subject to any unrecorded leases, contacts or agreements that would be binding on Purchaser except the lease(s) noted on Exhibit “C” hereto;

(g) As of the Execution Date and Closing Date, Seller has not entered into any contracts with any person, firm or entity, other than Purchaser to purchase or otherwise acquire or possess the Property or any part thereof; and
(h) As of the Execution Date and Closing Date Seller is vested with marketable fee simple title to the Property and there are no parties in possession of any portion of the Property as lessees, tenants or otherwise.

In the event items (d) and (e) are not also accurate as of the Closing Date, Purchaser may terminate this Agreement and receive a return of the entire Option Fee.

11. **Brokers’ Fee.** If Purchaser exercises its Option and the sale and purchase of the Property closes, Seller agrees to pay to SVN Fortune Real Estate (as broker to Purchaser) and Team Uribe (as broker to Seller) (collectively the “Brokers”), a commission in cash equal to a total of six percent (6.00%) of the Purchase Price, which commission shall be split equally between the foregoing Brokers and paid by Seller at the Closing.

Each party represents and warrants to the other party that such party has had no dealings with any person, firm, agent of finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named herein, and no other broker, agent, person, firm or entity, other than Brokers is entitled to any commission or finder’s fee in connection with this transaction as the result of any dealings or acts of such party. Each party hereby agrees to indemnify, defend, protect and hold the other party harmless from and against any costs, expenses or liability for compensation, commission, fee, or charges which may be claimed by any agent, finder or other similar party, other than Brokers by reason of any dealings or act of the indemnifying party.

12. **Extension Terms of the Option Term.** Purchaser may, at its discretion and for any reason, extend the Option Term set forth in Section 1(e) above (“**Extension Terms**”) by payment of a non-refundable fee of THREE THOUSAND AND NO/100 DOLLARS ($3,000.00) from Purchaser to Seller for each such Extension Term (the “**Extension Term Fee**”) as follows:

(a) A first extension of the Option Term by two months, that is from the expiration of the Option Term set forth above on March 31, 2019 to May 31, 2019, by payment of an Extension Term Fee on or before March 31, 2019;

(b) A second extension of the Option Term by two months, that is from May 31, 2019 to July 31, 2019, by payment of an Extension Term Fee on or before July 31, 2019;

(c) A third extension of the Option Term by two months, that is from July 31, 2019 to September 30, 2019, by payment of an Extension Term Fee on or before July 31, 2019;

(d) A fourth extension of the Option Term by two months, that is from September 30, 2019 to November 30, 2019, by payment of an Extension Term Fee on or before September 30, 2019;
(e) A fifth extension of the Option Term by two month, that is from November 30, 2019 to January 31, 2020, by payment of an Extension Term Fee on or before November 30, 2019.

The Extension Term Fees paid above, if any, shall be credited against the Purchase Price stated in Paragraph 6(a) above. The Extension Term Fees shall be made payable to WestStar Title as escrow agent for this transaction.

13. **Miscellaneous.**

(a) **Execution by Both Parties.** This Agreement shall not become effective and binding until fully executed by both Purchaser and Seller.

(b) **Notice.** All notices, demands and/or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States Mail with postage pre-paid. Such notices shall be deemed to have been served on the date mailed, postage pre-paid. All such notices and communications shall be addressed to the parties at the following addresses:

**Seller:**
ASLM Limited  
804 Cherry Hill Ln.  
El Paso, Texas 79912  
Tel:  
Fax:  
Email:

**Purchaser:**
Gerald Cichon, Chief Executive Officer  
Housing Authority of the City of El Paso  
5300 E. Paisano Dr., El Paso, Texas 79905  
Tel: 915.849.3702  
Email: gcichon@hacep.org and asaenz@hacep.org  
With a Copy delivered to:

Tom Deloye, Chief RAD Officer  
Arthur Provenghi, Legal Counsel  
Housing Authority of the City of El Paso  
5300 E. Paisano Dr., El Paso, Texas 79905  
Tel: 915.849.3709  
Email: aprovenghi@hacep.org and tdeloye@hacep.org

(c) **Governing Law, Venue for Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any dispute regarding this Agreement or the transaction contemplated herein shall be brought and maintained at all times in El Paso County, Texas.
(d) **Successors and Assigns.** This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Agreement. Seller agrees that Purchaser may fully assign its rights under this Agreement to any affiliated person or entity, or to any third party, including a private or governmental entity.

(e) **Time.** Time is of the essence of this Agreement.

(f) **Headings.** The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

(g) **Attorneys’ Fees.** Any signatory to this Agreement who is the prevailing party against any other signatory in any legal proceeding brought under or with relation to this Agreement or sale transaction shall be additionally entitled to recover from the non-prevailing party court costs, reasonable attorneys' fees, and all other litigation expenses, including deposition, travel, and expert witness costs and fees.

(h) **Entire Agreement.** This Agreement and subsequent Contract contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Seller and Purchaser and supersedes all prior discussions and agreements whether written or oral between Seller and Purchaser with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Purchaser with the formalities hereof.

(i) **Special Condition to Exercise Option.** Purchaser and Seller acknowledge and agree that the exercise of the Option is expressly conditioned on Purchaser obtaining: (i) written determination, on the basis of a federally required environmental review (and an approval of the request for release of funds and approval of the responsible entity’s certification, if applicable) that the purchase of the Property may proceed in accordance with 24 CFR Part 58 or 24 CFR Part 50, as applicable; (ii) all necessary approvals from the U.S. Department of Housing and Urban Development including but not limited to a site and neighborhood standards review, and Purchaser will not exercise the Option unless the foregoing conditions are satisfied.

[remainder of page intentionally left blank; signatures on following page]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority on the Execution Date of December 31, 2018.

SELLER: ASLM Limited

By: __________________________
    Susan Daw

PURCHASER: Housing Authority of the City of El Paso

By: __________________________
    Gerald W. Cichon, Chief Executive Officer
Exhibit “A”

(Map)
Exhibit “B”

(Legal Description)
Exhibit “C”

(Leases at the Property)
Option Agreement for Purchase of Real Property

This Option Agreement for Purchase of Real Property (the “Agreement”) is made and entered into this 4th day of January 2019 (the “Execution Date”), by and between Jorge M. Sanchez, 2900 Pershing, Suite C, El Paso, Texas 79903, hereinafter referred to as the “Seller” and Housing Authority of the City of El Paso, a Texas municipal housing authority, and whose principal address is 5300 E. Paisano, El Paso, Texas 79905 and hereinafter referred to as the “Purchaser”.

Recitals

Whereas, Seller is the fee simple owner of certain real property and improvements being, lying and situated in El Paso County, Texas as set forth below

<table>
<thead>
<tr>
<th>Property</th>
<th>Legal Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>910 N. Kansas, El Paso, Texas</td>
<td>266 CAMPBELL S 17.333 FT OF 14 &amp; N 1/2 OF 15 (3699.60 SQ FT)</td>
</tr>
</tbody>
</table>

(with the foregoing real properties and improvements collectively referred to herein as the “Property”), with the Property further indicated on the map which is set forth in Exhibit “A”, attached hereto;

Whereas, Purchaser desires to procure an option to purchase the Property upon the terms and provisions as hereinafter set forth;

Whereas, Purchaser desires an option to purchase the Property for future development of residential housing and/or any other lawful purpose (the “Purpose”):

Now, therefore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto and for the mutual covenants contained herein, Seller and Purchaser hereby agree as follows:

1. Definitions. For the purposes of this Agreement, in addition to those terms defined above, the following terms shall have the following meanings:

   (a) “Execution Date” shall mean the day referenced above in which the parties execute this Agreement;

   (b) “Feasibility Period” shall mean that period commencing on the Execution Date and ending on March 31, 2019;

   (c) “Independent Consideration” shall mean the total sum of ONE HUNDRED AND NO/00 DOLLARS ($100.00) payable to Seller on the Execution Date which is the amount the parties have bargained for and agreed to as consideration for Seller’s grant to Buyer of Buyer’s exclusive option to purchase the Property pursuant to the terms hereof and for Seller’s execution of this Agreement.
(d) "Option Fee" shall mean the total sum of a down payment of TWO THOUSAND AND NO/00 DOLLARS ($2,000.00), a non-refundable payment to be made payable directly to Seller within fifteen (15) business days of execution of this Agreement;

(e) "Option Term" shall mean that period of time commencing on the Execution Date and ending on March 31, 2019, unless extended by one or more Extension Terms as provided by Section 12 below;

(f) "Option Exercise Date" shall mean that date, within the Option Term, upon which the Purchaser shall send its written notice to Seller exercising its Option to Purchase; and

(g) "Closing Date" shall mean the date selected by Purchaser that is sixty (60) days or fewer from the Option Exercise Date.

2. **Feasibility Period.** During the Feasibility Period, Seller agrees to permit Purchaser, its employees, representatives, insurers, and agents reasonable access to the Property in order to perform inspections of the Property to ensure it is suitable for the Purchaser’s needs, including but not limited to, at the Purchaser’s sole expense, conducting one or more surveys, appraisals, design studies or assessments, conducting environmental studies, order soil boring and laboratory tests, and/or testing for hazardous materials. In addition, during the Feasibility Period, upon request of Purchaser, Seller agrees to provide copies of any surveys, environment studies, designs, site plans, or archeological studies in its possession or control regarding the Property.

3. **Grant of Exclusive Option.** In consideration of the Option Fee payable to Seller as set forth herein, Seller does hereby grant to Purchaser the exclusive right and Option ("Option") to purchase the Property upon the terms and conditions as set forth herein. If the Option Term is extended pursuant to Section 12 below, Seller continues to grant to Purchaser the exclusive right and Option to purchase the Property upon the terms and conditions as set forth herein.

4. **Payment of Option Fee.** Purchaser agrees to pay the Seller as the Option Fee in a single payment in the amount specified in Section 1(d) above within fifteen (15) business days of the commencement of the Option Term. The Option Fee shall be deposited in escrow with WestStar Title, El Paso, Texas, acting as escrow agent, to be released to Seller upon WestStar Title’s receipt of written request from Seller for same.

5. **Exercise of Option.** Purchaser may exercise its exclusive right to purchase the Property pursuant to the Option, at any time during the Option Term by giving written notice thereof to Seller. As provided for above, the date of sending of said notice shall be the Option Exercise Date.

6. **Contract for Purchase and Sale of Real Property.** In the event that the Purchaser exercises its exclusive Option as provided for herein, Seller agrees to sell and Purchaser agrees to buy the Property and both parties agree to execute a contract (the "Contract") for such purchase and sale of the Property in accordance with the following terms and conditions:
(a) **Purchase Price.** The total purchase price for the Property shall be the sum of TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/00 DOLLARS ($225,000.00) (the "Purchase Price"); however, Purchaser shall receive credit towards the Purchase Price for any Extension Term Fees paid by Purchaser as noted in Section 12 below;

(b) **Closing Date.** The Closing Date shall be on or before the time set forth in Section 1(g) above;

(c) **Closing Costs.** Unless otherwise provided herein or already paid outside of Closing, at Closing, Seller agrees to pay the costs for:
   (i) the base premium for the title policy;
   (ii) Special Warranty Deed preparation;
   (iii) Tax certificates;
   (iv) The cost of the survey; and
   (v) One-half (1/2) of the escrow fee charged by the title company selected by Purchaser.

   Purchaser agrees to pay:
   (i) One-half (1/2) of the escrow fee charged by the title company selected by Purchaser;
   (ii) Recording fees for the Special Warranty Deed;
   (iii) Costs related to additional due diligence studies ordered by Buyer;
   (iv) Any endorsements or extended coverage to the title policy; and
   (v) Any Roll-Back Taxes, if and as applicable to a Purchaser that is a governmental entity and exempt from payment of property taxes in Texas or if applicable to the Seller. Seller shall not pay any Roll-Back Taxes under any circumstances.

All other costs and expenses incurred in connection with this Agreement that are not recited herein to be the obligation of Seller or Purchaser shall be allocated among Seller and Purchaser as is customary in El Paso County, Texas. Except as provided in Section 13(g), each party shall its own attorneys’ fees.

(d) **Default by Purchaser: Remedies of Seller.** In the event Purchaser, after exercise of the Option, fails to proceed with the closing of the purchase of the Property pursuant to the terms and provisions as contained herein and/or under the Contract, Seller shall be entitled to retain the Option Fee or any Section 12 extension fees deposited with WestStar Title as liquidated damages and shall have no further recourse against Purchaser; and

(e) **Default by Seller: Remedies of Purchaser.** In the event Seller fails to close the sale of the Premises pursuant to the terms and provisions of this Agreement and/or under the Contract, Purchaser shall be entitled, at its sole discretion, to either sue for specific performance of the real estate purchase and sale contract or terminate such
Contract and sue for money damages, including, but not limited to the return of the Option Fee paid.

7. **Inspection of the Property.** During the Feasibility Period and Option Term, including the duration of any Option Term extended pursuant to Section 12 below, Seller agrees to permit Purchaser, its employees, representatives, insurers, contractors, and agents reasonable access to the Property in order to perform inspections of the Property to ensure it is suitable for the Purchaser's needs, including but not limited to, at the Purchaser's sole expense, conducting one or more surveys, appraisals, design studies or assessments, conducting environmental studies, order soil boring and laboratory tests, testing for hazardous materials and/or studies or reports necessary to obtain approvals from the U.S. Department of Housing and Urban Development, Texas Department of Housing and Community Affairs, historic tax credit agencies, and/or any other federal, state, tribal, or local agency or body for the intended development of the Property.

8. **Seller's Obligations.** Seller is solely responsible for all care, maintenance, taxes and liabilities associated with the Property through the Closing Date, if any. After the Execution Date and until the Closing, Seller shall maintain the Property in the same condition and in the same manner as existing on the Execution Date, ordinary wear and casualty loss excepted. All risk of loss to the Property shall remain upon Seller prior to the Closing. The parties further agree that if the Property or improvements thereon, if any, are materially damaged or destroyed at any time after the execution of this Agreement and prior to the Closing, Seller shall have a reasonable time in which to repair or reconstruct the same. If Seller fails to do so within a reasonable time, Purchaser may, at its option, undertake such repairs or reconstruction and Seller agrees to reimburse Purchaser for the full cost thereof at the Closing, or, alternatively, at the option of Purchaser, all obligations of the parties under this Agreement shall terminate, and the parties agree that Purchaser shall be refunded any and all amounts previously paid to Seller pursuant to this Agreement.

9. **Closing Obligations.** At the Closing, the parties agree that, among other obligations to be memorialized in a written purchase agreement, Seller shall deliver or cause to be delivered to Purchaser, at Seller's sole cost and expense, each of the following items:

   (a) a survey by a registered professional land surveyor acceptable to the Purchaser and its selected title company;

   (b) a general warranty deed, duly executed and acknowledged by Seller, in recordable form, conveying the Property in fee simple according to the legal description prepared by the surveyor as shown on the survey, subject only to ordinary permitted exceptions existing as of the Execution Date, excluding any liens or judgments, which will never be permitted exceptions;

   (c) a title policy in the full amount of the Purchase Price issued by a title company selected by Purchaser, subject only to permitted exceptions as provided above and insuring indefeasible fee simple title is vested in Purchaser;
(d) such evidence or documents as may be reasonably required by Purchaser or the title company evidencing the status and capacity of the Seller and the authority of the person or persons who are executing any documents on behalf of the Seller in connection with the sale of the Property; and

(e) relocation of any and all tenants of the Property, at Seller's expense (or an agreement to relocate any such tenants in a form acceptable to Purchaser).

10. Seller's Representations and Warranties. Seller represents and warrants to Purchaser:

(a) As of the Execution Date and Closing Date, (A) Seller is an individual, (B) Seller is, to the extent required by law, duly qualified to do business in the State of Texas, (C) Seller has all power and authority necessary for it to execute and deliver this Agreement and perform its obligations hereunder, and (D) the execution, delivery and performance of this Agreement by Seller does not conflict with or constitute a breach of any contract, agreement or other instrument by which Seller or any property is bound;

(b) As of the Execution Date and Closing Date, Seller is not (A) a “foreign person,” as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended, or (B) a “disregarded entity” as such term is defined in Section 1.1445-2(b)(2)(iii) of the Code of Federal Regulations;

(c) As of the Execution Date and Closing Date, Seller has not (A) filed any voluntary petition in bankruptcy or sought to reorganize his affairs under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors in the last thirty (30) years, (B) been adjudicated as bankrupt or insolvent, or (C) had an involuntary petition filed against him under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors;

(d) As of the Execution Date, to Seller's knowledge, there are no pending condemnation proceedings affecting the Property;

(e) As of the Execution Date, (A) Seller is not a party to any pending lawsuits affecting the Property, and (B) Seller has not received written notice from any governmental authority that the Property is in violation of legal requirements;

(f) As of the Execution Date and Closing Date, the Property is not subject to any unrecorded leases, contacts or agreements that would be binding on Purchaser except the lease(s) noted on Exhibit "B" hereto;

(g) As of the Execution Date and Closing Date, Seller has not entered into any contracts with any person, firm or entity, other than Purchaser to purchase or otherwise acquire or possess the Property or any part thereof; and
(h) As of the Execution Date and Closing Date Seller is vested with marketable fee simple title to the Property and there are no parties in possession of any portion of the Property as lessees, tenants or otherwise.

In the event items (d) and (e) are not also accurate as of the Closing Date, Purchaser may terminate this Agreement and receive a return of the entire Option Fee.

11. **Brokers' Fee.** If Purchaser exercises its Option and the sale and purchase of the Property closes, Seller agrees to pay to SVN Fortune Real Estate (as broker to Purchaser) and Team Uribe (as broker to Seller) (collectively the "Brokers"), a commission in cash equal to a total of six percent (6.00%) of the Purchase Price, which commission shall be split equally between the foregoing Brokers and paid by Seller at the Closing.

Each party represents and warrants to the other party that such party has had no dealings with any person, firm, agent of finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named herein, and no other broker, agent, person, firm or entity, other than Brokers is entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such party. Each party hereby agrees to indemnify, defend, protect and hold the other party harmless from and against any costs, expenses or liability for compensation, commission, fee, or charges which may be claimed by any agent, finder or other similar party, other than Brokers by reason of any dealings or act of the indemnifying party.

12. **Extension Terms of the Option Term.** Purchaser may, at its discretion and for any reason, extend the Option Term set forth in Section 1(c) above ("Extension Terms") by payment of a non-refundable fee of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) from Purchaser to Seller for each such Extension Term (the "Extension Term Fee") as follows:

(a) A first extension of the Option Term by two months, that is from the expiration of the Option Term set forth above on March 31, 2019 to May 31, 2019, by payment of an Extension Term Fee on or before March 31, 2019;

(b) A second extension of the Option Term by two months, that is from May 31, 2019 to July 31, 2019, by payment of an Extension Term Fee on or before July 31, 2019;

(c) A third extension of the Option Term by two months, that is from July 31, 2019 to September 30, 2019, by payment of an Extension Term Fee on or before July 31, 2019;

(d) A fourth extension of the Option Term by two months, that is from September 30, 2019 to November 30, 2019, by payment of an Extension Term Fee on or before September 30, 2019;
(e) A fifth extension of the Option Term by two months, that is from November 30, 2019 to January 31, 2020, by payment of an Extension Term Fee on or before November 30, 2019.

The Extension Term Fees paid above, if any, shall be credited against the Purchase Price stated in Paragraph 6(a) above. The Extension Term Fees shall be made payable to WestStar Title as escrow agent for this transaction.


(a) Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by both Purchaser and Seller.

(b) Notice. All notices, demands and/or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States Mail with postage pre-paid. Such notices shall be deemed to have been served on the date mailed, postage pre-paid. All such notices and communications shall be addressed to the parties at the following addresses:

Seller:
Jorge M. Sanchez
2900 Pershing, Suite C
El Paso, Texas 79903
Tel: 915 833 4026
Fax: 915 833 4039
Email: jorge@pimincus.com

Purchaser:
Gerald Cichon, Chief Executive Officer
Housing Authority of the City of El Paso
5300 E. Paisano Dr., El Paso, Texas 79905
Tel: 915.849.3702
Email: gcichon@hacep.org and asaenz@hacep.org
With a Copy delivered to:

Tom Deloye, Chief RAD Officer
Arthur Provenghi, Legal Counsel
Housing Authority of the City of El Paso
5300 E. Paisano Dr., El Paso, Texas 79905
Tel: 915.849.3709
Email: aprovenghi@hacep.org and tdeloye@hacep.org

(c) Governing Law, Venue for Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any dispute regarding this Agreement or the transaction contemplated herein shall be brought and maintained at all times in El Paso County, Texas.
(d) **Successors and Assigns.** This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Agreement. Seller agrees that Purchaser may fully assign its rights under this Agreement to any affiliated person or entity, or to any third party, including a private or governmental entity.

(e) **Time.** Time is of the essence of this Agreement.

(f) **Headings.** The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

(g) **Attorneys’ Fees.** Any signatory to this Agreement who is the prevailing party against any other signatory in any legal proceeding brought under or with relation to this Agreement or sale transaction shall be additionally entitled to recover from the non-prevailing party court costs, reasonable attorneys’ fees, and all other litigation expenses, including deposition, travel, and expert witness costs and fees.

(h) **Entire Agreement.** This Agreement and subsequent Contract contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Seller and Purchaser and supersedes all prior discussions and agreements whether written or oral between Seller and Purchaser with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Purchaser with the formalities hereof.

(i) **Special Condition to Exercise Option.** Purchaser and Seller acknowledge and agree that the exercise of the Option is expressly conditioned on Purchaser obtaining: (i) written determination, on the basis of a federally required environmental review (and an approval of the request for release of funds and approval of the responsible entity’s certification, if applicable) that the purchase of the Property may proceed in accordance with 24 CFR Part 58 or 24 CFR Part 50, as applicable; (ii) all necessary approvals from the U.S. Department of Housing and Urban Development including but not limited to a site and neighborhood standards review, and Purchaser will not exercise the Option unless the foregoing conditions are satisfied.

[remainder of page intentionally left blank; signatures on following page]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority on the Execution Date of January 4, 2019.

SELLER:

Jorge M. Sanchez

By:

Jorge M. Sanchez

PURCHASER:

Housing Authority of the City of El Paso

By:

Gerald W. Cisneros, Chief Executive Officer
Exhibit "A"

(Map)
Exhibit "B"

(Leases at the Property)

(if any)
Option Agreement for Purchase of Real Property

This Option Agreement for Purchase of Real Property (the “Agreement”) is made and entered into this 4th day of January 2019 (the “Execution Date”), by and between Jorge and Sonia Sanchez, 1801 Wyoming, #201, El Paso, Texas 79902, hereinafter referred to as the “Seller” and Housing Authority of the City of El Paso, a Texas municipal housing authority, and whose principal address is 5300 E. Paisano, El Paso, Texas 79905 and hereinafter referred to as the “Purchaser”;

Recitals

Whereas, Seller is the fee simple owner of certain real property and improvements being, lying and situated in El Paso County, Texas as set forth below

<table>
<thead>
<tr>
<th>Property</th>
<th>Legal Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>916 N. Kansas, El Paso, Texas</td>
<td>266 CAMPBELL 13 &amp; N 8.667 FT OF 14 (4160 SF) (4160 SF)</td>
</tr>
</tbody>
</table>

*This Property must be sold with 910 N. Kansas*

(with the foregoing real properties and improvements collectively referred to herein as the “Property”), with the Property further indicated on the map which is set forth in Exhibit “A”, attached hereto;

Whereas, Purchaser desires to procure an option to purchase the Property upon the terms and provisions as hereinafter set forth;

Whereas, Purchaser desires an option to purchase the Property for future development of residential housing and/or any other lawful purpose (the “Purpose”);

Now, therefore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto and for the mutual covenants contained herein, Seller and Purchaser hereby agree as follows:

1. Definitions. For the purposes of this Agreement, in addition to those terms defined above, the following terms shall have the following meanings:

   (a) “Execution Date” shall mean the day referenced above in which the parties execute this Agreement;

   (b) “Feasibility Period” shall mean that period commencing on the Execution Date and ending on March 31, 2019;

   (c) “Independent Consideration” shall mean the total sum of ONE HUNDRED AND NO/00 DOLLARS ($100.00) payable to Seller on the Execution Date which is the amount the parties have bargained for and agreed to as consideration for Seller’s grant to Buyer of Buyer’s exclusive option to purchase the Property pursuant to the terms hereof and for Seller’s execution of this Agreement.
(d) "Option Fee" shall mean the total sum of a down payment of TWO THOUSAND AND NO/00 DOLLARS ($2,000.00), a non-refundable payment to be made payable directly to Seller within fifteen (15) business days of execution of this Agreement;

(e) "Option Term" shall mean that period of time commencing on the Execution Date and ending on March 31, 2019, unless extended by one or more Extension Terms as provided by Section 12 below;

(f) "Option Exercise Date" shall mean that date, within the Option Term, upon which the Purchaser shall send its written notice to Seller exercising its Option to Purchase; and

(g) "Closing Date" shall mean the date selected by Purchaser that is sixty (60) days or fewer from the Option Exercise Date.

2. **Feasibility Period.** During the Feasibility Period, Seller agrees to permit Purchaser, its employees, representatives, insurers, and agents reasonable access to the Property in order to perform inspections of the Property to ensure it is suitable for the Purchaser's needs, including but not limited to, at the Purchaser's sole expense, conducting one or more surveys, appraisals, design studies or assessments, conducting environmental studies, order soil boring and laboratory tests, and/or testing for hazardous materials. In addition, during the Feasibility Period, upon request of Purchaser, Seller agrees to provide copies of any surveys, environment studies, designs, site plans, or archeological studies in its possession or control regarding the Property.

3. **Grant of Exclusive Option.** In consideration of the Option Fee payable to Seller as set forth herein, Seller does hereby grant to Purchaser the exclusive right and Option ("Option") to purchase the Property upon the terms and conditions as set forth herein. If the Option Term is extended pursuant to Section 12 below, Seller continues to grant to Purchaser the exclusive right and Option to purchase the Property upon the terms and conditions as set forth herein.

4. **Payment of Option Fee.** Purchaser agrees to pay the Seller as the Option Fee in a single payment in the amount specified in Section 1(d) above within fifteen (15) business days of the commencement of the Option Term. The Option Fee shall be deposited in escrow with WestStar Title, El Paso, Texas, acting as escrow agent, to be released to Seller upon WestStar Title's receipt of written request from Seller for same.

5. **Exercise of Option.** Purchaser may exercise its exclusive right to purchase the Property pursuant to the Option, at any time during the Option Term by giving written notice thereof to Seller. As provided for above, the date of sending of said notice shall be the Option Exercise Date.

6. **Contract for Purchase and Sale of Real Property.** In the event that the Purchaser exercises its exclusive Option as provided for herein, Seller agrees to sell and Purchaser agrees to buy the Property and both parties agree to execute a contract (the "Contract") for such purchase and sale of the Property in accordance with the following terms and conditions:
(a) **Purchase Price.** The total purchase price for the Property shall be the sum of **TWO HUNDRED THOUSAND AND NO/00 DOLLARS** ($200,000.00) (the "**Purchase Price**"); however, Purchaser shall receive credit towards the Purchase Price for any Extension Term Fees paid by Purchaser as noted in Section 12 below;

(b) **Closing Date.** The Closing Date shall be on or before the time set forth in Section 1(g) above;

(c) **Closing Costs.** Unless otherwise provided herein or already paid outside of Closing, at Closing, Seller agrees to pay the costs for:

(i) the base premium for the title policy;
(ii) Special Warranty Deed preparation;
(iii) Tax certificates;
(iv) The cost of the survey; and
(v) One-half (1/2) of the escrow fee charged by the title company selected by Purchaser.

Purchaser agrees to pay:

(i) One-half (1/2) of the escrow fee charged by the title company selected by Purchaser;
(ii) Recording fees for the Special Warranty Deed;
(iii) Costs related to additional due diligence studies ordered by Buyer;
(iv) Any endorsements or extended coverage to the title policy; and
(v) Any Roll-Back Taxes, if and as applicable to a Purchaser that is a governmental entity and exempt from payment of property taxes in Texas or if applicable to the Seller. Seller shall not pay any Roll-Back Taxes under any circumstances.

All other costs and expenses incurred in connection with this Agreement that are not recited herein to be the obligation of Seller or Purchaser shall be allocated among Seller and Purchaser as is customary in El Paso County, Texas. Except as provided in Section 13(g), each party shall its own attorneys' fees.

(d) **Default by Purchaser: Remedies of Seller.** In the event Purchaser, after exercise of the Option, fails to proceed with the closing of the purchase of the Property pursuant to the terms and provisions as contained herein and/or under the Contract, Seller shall be entitled to retain the Option Fee or any Section 12 extension fees deposited with WestStar Title as liquidated damages and shall have no further recourse against Purchaser; and

(e) **Default by Seller: Remedies of Purchaser.** In the event Seller fails to close the sale of the Premises pursuant to the terms and provisions of this Agreement and/or under the Contract, Purchaser shall be entitled, at its sole discretion, to either sue for specific performance of the real estate purchase and sale contract or terminate such Contract and sue for money damages, including, but not limited to the return of the Option Fee paid.
7. **Inspection of the Property.** During the Feasibility Period and Option Term, including the duration of any Option Term extended pursuant to Section 12 below, Seller agrees to permit Purchaser, its employees, representatives, insurers, contractors, and agents reasonable access to the Property in order to perform inspections of the Property to ensure it is suitable for the Purchaser's needs, including but not limited to, at the Purchaser's sole expense, conducting one or more surveys, appraisals, design studies or assessments, conducting environmental studies, order soil boring and laboratory tests, testing for hazardous materials and/or studies or reports necessary to obtain approvals from the U.S. Department of Housing and Urban Development, Texas Department of Housing and Community Affairs, historic tax credit agencies, and/or any other federal, state, tribal, or local agency or body for the intended development of the Property.

8. **Seller's Obligations.** Seller is solely responsible for all care, maintenance, taxes and liabilities associated with the Property through the Closing Date, if any. After the Execution Date and until the Closing, Seller shall maintain the Property in the same condition and in the same manner as existing on the Execution Date, ordinary wear and casualty loss excepted. All risk of loss to the Property shall remain upon Seller prior to the Closing. The parties further agree that if the Property or improvements thereon, if any, are materially damaged or destroyed at any time after the execution of this Agreement and prior to the Closing, Seller shall have a reasonable time in which to repair or reconstruct the same. If Seller fails to do so within a reasonable time, Purchaser may, at its option, undertake such repairs or reconstruction and Seller agrees to reimburse Purchaser for the full cost thereof at the Closing, or, alternatively, at the option of Purchaser, all obligations of the parties under this Agreement shall terminate, and the parties agree that Purchaser shall be refunded any and all amounts previously paid to Seller pursuant to this Agreement.

9. **Closing Obligations.** At the Closing, the parties agree that, among other obligations to be memorialized in a written purchase agreement, Seller shall deliver or cause to be delivered to Purchaser, at Seller's sole cost and expense, each of the following items:

(a) a survey by a registered professional land surveyor acceptable to the Purchaser and its selected title company;

(b) a general warranty deed, duly executed and acknowledged by Seller, in recordable form, conveying the Property in fee simple according to the legal description prepared by the surveyor as shown on the survey, subject only to ordinary permitted exceptions existing as of the Execution Date, excluding any liens or judgments, which will never be permitted exceptions;

(c) a title policy in the full amount of the Purchase Price issued by a title company selected by Purchaser, subject only to permitted exceptions as provided above and insuring indefeasible fee simple title is vested in Purchaser;

(d) such evidence or documents as may be reasonably required by Purchaser or the title company evidencing the status and capacity of the Seller and the authority of the
person or persons who are executing any documents on behalf of the Seller in connection with the sale of the Property; and

(e) relocation of any and all tenants of the Property, at Seller’s expense (or an agreement to relocate any such tenants in a form acceptable to Purchaser).

10. **Seller’s Representations and Warranties.** Seller represents and warrants to Purchaser:

(a) As of the Execution Date and Closing Date, (A) Seller is an individual, (B) Seller is, to the extent required by law, duly qualified to do business in the State of Texas, (C) Seller has all power and authority necessary for it to execute and deliver this Agreement and perform its obligations hereunder, and (D) the execution, delivery and performance of this Agreement by Seller does not conflict with or constitute a breach of any contract, agreement or other instrument by which Seller or any property is bound;

(b) As of the Execution Date and Closing Date, Seller is not (A) a “foreign person,” as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended, or (B) a “disregarded entity” as such term is defined in Section 1.1445-2(b)(2)(iii) of the Code of Federal Regulations;

(c) As of the Execution Date and Closing Date, Seller has not (A) filed any voluntary petition in bankruptcy or sought to reorganize his affairs under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors in the last thirty (30) years, (B) been adjudicated as bankrupt or insolvent, or (C) had an involuntary petition filed against him under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors;

(d) As of the Execution Date, to Seller’s knowledge, there are no pending condemnation proceedings affecting the Property;

(e) As of the Execution Date, (A) Seller is not a party to any pending lawsuits affecting the Property, and (B) Seller has not received written notice from any governmental authority that the Property is in violation of legal requirements;

(f) As of the Execution Date and Closing Date, the Property is not subject to any unrecorded leases, contacts or agreements that would be binding on Purchaser except the lease(s) noted on Exhibit “B” hereto;

(g) As of the Execution Date and Closing Date, Seller has not entered into any contracts with any person, firm or entity, other than Purchaser to purchase or otherwise acquire or possess the Property or any part thereof; and
(h) As of the Execution Date and Closing Date Seller is vested with marketable fee simple title to the Property and there are no parties in possession of any portion of the Property as lessees, tenants or otherwise.

In the event items (d) and (e) are not also accurate as of the Closing Date, Purchaser may terminate this Agreement and receive a return of the entire Option Fee.

11. **Brokers' Fee.** If Purchaser exercises its Option and the sale and purchase of the Property closes, Seller agrees to pay to SVN Fortune Real Estate (as broker to Purchaser) and Team Uribe (as broker to Seller) (collectively the "Brokers"), a commission in cash equal to a total of six percent (6.00%) of the Purchase Price, which commission shall be split equally between the foregoing Brokers and paid by Seller at the Closing.

Each party represents and warrants to the other party that such party has had no dealings with any person, firm, agent of finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named herein, and no other broker, agent, person, firm or entity, other than Brokers is entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such party. Each party hereby agrees to indemnify, defend, protect and hold the other party harmless from and against any costs, expenses or liability for compensation, commission, fee, or charges which may be claimed by any agent, finder or other similar party, other than Brokers by reason of any dealings or act of the indemnifying party.

12. **Extension Terms of the Option Term.** Purchaser may, at its discretion and for any reason, extend the Option Term set forth in Section 1(e) above ("Extension Terms") by payment of a non-refundable fee of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) from Purchaser to Seller for each such Extension Term (the "Extension Term Fee") as follows:

(a) A first extension of the Option Term by two months, that is from the expiration of the Option Term set forth above on March 31, 2019 to May 31, 2019, by payment of an Extension Term Fee on or before March 31, 2019;

(b) A second extension of the Option Term by two months, that is from May 31, 2019 to July 31, 2019, by payment of an Extension Term Fee on or before July 31, 2019;

(c) A third extension of the Option Term by two months, that is from July 31, 2019 to September 30, 2019, by payment of an Extension Term Fee on or before July 31, 2019;

(d) A fourth extension of the Option Term by two months, that is from September 30, 2019 to November 30, 2019, by payment of an Extension Term Fee on or before September 30, 2019;
(e) A fifth extension of the Option Term by two months, that is from November 30, 2019 to January 31, 2020, by payment of an Extension Term Fee on or before November 30, 2019.

The Extension Term Fees paid above, if any, shall be credited against the Purchase Price stated in Paragraph 6(a) above. The Extension Term Fees shall be made payable to WestStar Title as escrow agent for this transaction.


(a) Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by both Purchaser and Seller.

(b) Notice. All notices, demands and/or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States Mail with postage pre-paid. Such notices shall be deemed to have been served on the date mailed, postage pre-paid. All such notices and communications shall be addressed to the parties at the following addresses:

Seller:
Jorge and Sonia Sanchez
1801 Wyoming #201
El Paso, Texas 79902
Tel: 915-833-4036
Fax: 915-833-4039
Email: jorge@rra inc.com

Purchaser:
Gerald Cichon, Chief Executive Officer
Housing Authority of the City of El Paso
5300 E. Paisano Dr., El Paso, Texas 79905
Tel: 915.849.3702
Email: gcichon@hacep.org and asaenz@hacep.org
With a Copy delivered to:

Tom Deloye, Chief RAD Officer
Arthur Provenghii, Legal Counsel
Housing Authority of the City of El Paso
5300 E. Paisano Dr., El Paso, Texas 79905
Tel: 915.849.3709
Email: aprovenghii@hacep.org and tdeloye@hacep.org

(c) Governing Law, Venue for Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any dispute regarding this Agreement or the transaction contemplated herein shall be brought and maintained at all times in El Paso County, Texas.
(d) **Successors and Assigns.** This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Agreement. Seller agrees that Purchaser may fully assign its rights under this Agreement to any affiliated person or entity, or to any third party, including a private or governmental entity.

(e) **Time.** Time is of the essence of this Agreement.

(f) **Headings.** The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

(g) **Attorneys’ Fees.** Any signatory to this Agreement who is the prevailing party against any other signatory in any legal proceeding brought under or with relation to this Agreement or sale transaction shall be additionally entitled to recover from the non-prevailing party court costs, reasonable attorneys’ fees, and all other litigation expenses, including deposition, travel, and expert witness costs and fees.

(h) **Entire Agreement.** This Agreement and subsequent Contract contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Seller and Purchaser and supersedes all prior discussions and agreements whether written or oral between Seller and Purchaser with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Purchaser with the formalities hereof.

(i) **Special Condition to Exercise Option.** Purchaser and Seller acknowledge and agree that the exercise of the Option is expressly conditioned on Purchaser obtaining: (i) written determination, on the basis of a federally required environmental review (and an approval of the request for release of funds and approval of the responsible entity’s certification, if applicable) that the purchase of the Property may proceed in accordance with 24 CFR Part 58 or 24 CFR Part 50, as applicable; (ii) all necessary approvals from the U.S. Department of Housing and Urban Development including but not limited to a site and neighborhood standards review, and Purchaser will not exercise the Option unless the foregoing conditions are satisfied.

[remainder of page intentionally left blank; signatures on following page]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority on the Execution Date of January 4, 2019.

SELLER:  
Jorge Sanchez  
By: Jorge Sanchez  
Sonia Sanchez  
By: Sonia Sanchez

PURCHASER:  
Housing Authority of the City of El Paso  
By: Gerald A. Gibson, Chief Executive Officer
Exhibit "A"

(Map)
Exhibit "B"

(Leases at the Property)

(if any)

N/A
CONTRACT FOR GROUND LEASE  
(EP Montana Manor, LP for Nuestra Senora Apartments)

This Contract for Ground Lease (this “Agreement”) is made and entered into effective as of the 1st day of January 2019 by and between the Housing Authority of the City of El Paso (“HACEP”), and EP Montana Manor, LP, a to-be-formed Texas limited partnership (the “Partnership”).

RECITALS:

A. HACEP, the owner of the property that is the subject of this Agreement, desires to enter into a long-term ground lease with the Partnership in order to allow the Partnership to lease that certain property located in El Paso, Texas, which is more fully described on Exhibit “A” attached hereto, and to develop a multifamily rental project to be known as the Nuestra Senora Apartments (the “Project”).

B. HACEP is an affiliate of the sole member of the general partner of the Partnership. The Partnership will be formed to syndicate the low income housing tax credits sought for the Project.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property. Upon and subject to the following terms and conditions, HACEP agrees to lease to the Partnership and the Partnership agrees to lease from HACEP, the following real property (collectively, the “Property”): (a) the parcels of land situated in the City of El Paso, El Paso County, Texas, as more particularly described on Exhibit “A” attached hereto and made a part hereof for all purposes (the “Land”); and (b) all rights, titles and interest of HACEP in and to any easements, privileges, licenses, permits, rights-of-way, subterranean pedestrian tunnel or passageway, or rights of ingress or egress appurtenant to the Land (the “Rights”). Ownership of any future buildings, structures and improvements hereinafter placed, constructed or installed on the Land (collectively, the “Improvements”), will pass to HACEP upon termination or expiration of the lease.

2. Closing. The consummation of the lease of the Property contemplated under this Agreement (the “Closing”) shall occur on or about November 1, 2019, but not later than May 1, 2020 (the “Closing Date”). The Closing shall take place at the offices of HACEP in El Paso, Texas, unless otherwise agreed to by the Partnership and HACEP. NOTWITHSTANDING THE FOREGOING, THIS CONTRACT FOR LEASE SHALL BE VALID FOR THE ENTIRE PERIOD THE PROJECT IS UNDER CONSIDERATION FOR LOW INCOME HOUSING TAX CREDITS.

3. Earnest Money. On the date of its execution of this Agreement, the Partnership shall deposit or cause to be deposited with HACEP the sum of $100 (the "Earnest Money") in cash by wire transfer of immediately available funds, or by check, to be held by HACEP and delivered in accordance with the provisions of this Agreement. The Earnest Money becomes nonrefundable at
4:00 p.m. on March 31, 2019, unless this Agreement is terminated by the Partnership as provided in Paragraph 8 of this Agreement.

4. **Lease.** Subject to the terms and provisions set forth in this Agreement, the Property shall be leased to the Partnership pursuant to a Ground Lease containing, among other provisions, the following terms and conditions:

<table>
<thead>
<tr>
<th>Term</th>
<th>Seventy-five (75) years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental</td>
<td>An upfront payment of $966,000 and an annual payment of $100</td>
</tr>
<tr>
<td>Construction Obligations of Lessee</td>
<td>Lessee shall construct new Improvements on the site</td>
</tr>
<tr>
<td>Use</td>
<td>Low income residential rental units, together with supportive and community services for the tenant population</td>
</tr>
<tr>
<td>RAD Provisions</td>
<td>Because of the Rental Assistance Demonstration (“RAD”) component of the Project, the Lease shall contain provisions in substantially the form of the following: HUD Consent. Notwithstanding anything in this Lease to the contrary, the Project shall not be conveyed, subleased (other than to Qualified Tenants), or transferred during the Regulatory Period without the prior written approval of HUD. Conflicts Relating to RAD Use Agreement. Tenant hereby acknowledges that the Project is subject to the RAD Use Agreement and all applicable regulatory and statutory requirements associated therewith. Notwithstanding any provisions to the contrary herein, the provisions of the RAD Use Agreement are paramount and controlling as to the rights and obligations set forth in this Lease and the Lease is hereby subordinated to the RAD Use Agreement. The provisions of the RAD Use Agreement supersede any other conflicting requirements set forth in this Lease.</td>
</tr>
</tbody>
</table>

5. **Title Commitment.** The Partnership will obtain a title commitment (the “**Title Commitment**”) covering the Property, together with copies of all title exception items shown on Schedules B and C thereof within ninety (90) days of the date hereof.

6. **Physical Inspection.** The Partnership shall have the right, at the Partnership's sole cost and expense, to examine and inspect the Property and the Improvements at any reasonable time. The Partnership shall and does hereby indemnify and hold HACEP harmless from and against any and all liability, loss, cost, expense and damage caused to or incurred by HACEP or the Property or the Improvements by any acts or omissions of the Partnership (or its agents or representatives) in connection with such inspection, and this indemnification shall survive the termination of this
Agreement. Any information relating to the Property or the Improvements provided by HACEP to the Partnership or obtained by the Partnership in the course of its inspection shall be treated as confidential information by the Partnership, to be made available only to such persons as may be reasonably necessary to properly evaluate the Property and/or as may be needed by the Partnership to secure financing, tax credits or investments for the Project.

7. Review and Inspection. The Partnership shall have a period of time commencing on the Effective Date (as hereinafter defined) and ending at 4:00 p.m. on March 31, 2019 within which to inspect and review all aspects of the Property and the Improvements. The Partnership shall have the opportunity to inspect the Property and the Improvements and conduct such environmental, engineering, marketing and economic feasibility studies as the Partnership deems appropriate, review the Title Commitment and the Survey, to review the books and records of the Property and Improvements, to examine and review all contracts which relate to the Property and Improvements, examine and review the terms of the proposed Lease, inspect and test the physical condition of the Land and the Improvements, and to examine, study and otherwise become adequately familiar with the physical and financial condition of the Property. HACEP shall have no obligation to cure or remove any objections to the Property or the Improvements.

8. Right to Terminate. On or before 4:00 p.m. on March 31, 2019, the Partnership may terminate this Agreement for any reason, whereupon the Earnest Money (less $50.00 payable to HACEP as independent consideration for the right to inspect the Property) shall be refunded to the Partnership and neither party shall have further rights or obligations pursuant to this Agreement. If the Partnership fails to give Notice to HACEP on or before 4:00 p.m. on March 31, 2019 of its termination of this Agreement, the Earnest Money shall be nonrefundable and the Partnership shall be deemed to have waived any and all objections to the Property and elected to proceed with the Closing on the terms and conditions provided herein, subject only to HACEP's satisfaction or removal of all matters listed in Schedule C of the Title Commitment.


9.1 No Reliance. The Partnership acknowledges and agrees that upon the Closing, the Partnership shall have had ample opportunity to review documents concerning the Property and the Improvements, to conduct physical inspections of the Property, including, without limitation, inspections regarding the structural and environmental condition of the Property and Improvements, and to conduct such marketing and economic feasibility studies as the Partnership deems appropriate. The Partnership hereby represents, warrants and agrees that as of the Closing, (a) the Partnership shall have examined the Property and Improvements and will be familiar with the physical condition thereof; (b) the Partnership shall have conducted such investigations of the Property and Improvements (including, without limitation, the structural and environmental condition thereof) as the Partnership has deemed necessary to satisfy itself as to the condition of the Property and Improvements and the existence or nonexistence, or curative action to be taken with respect to, any hazardous or toxic substances on or discharge from the Property; (c) neither HACEP nor any affiliate, agent, officer, attorney, employee or representative of any of the foregoing have made any written or oral representations, warranties, promises or guarantees whatsoever to the Partnership, express or implied, and in particular, that no such representations, warranties, guarantees or promises have been or will be made with respect to the physical
condition, operation, or any other matter or thing affecting or related to the Property or the Improvements or the offering or lease of the Property; and (d) the Partnership has not relied and will not rely upon any representations, warranties, guarantees or promises or upon any statements made or any information provided concerning the Property and Improvements provided or made by HACEP or their respective affiliates, agents, officers, attorneys, employees or representatives. The Partnership shall elect to lease the Property only after having made and relied solely on its own independent investigation, inspection, analysis, appraisal and evaluation of the Property and the Improvements and the facts and circumstances related thereto. Without limiting the generality of the foregoing, the Partnership acknowledges and agrees that HACEP has no obligation to disclose to the Partnership, and shall have no liability for its failure to disclose to the Partnership, any information known to it relating to the Property or the Improvements.

9.2 Disclaimers. THE PARTNERSHIP ACKNOWLEDGES AND AGREES THAT THE PROPERTY SHALL BE LEASED TO THE PARTNERSHIP, AND THE PARTNERSHIP SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". HACEP HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY AND THE IMPROVEMENTS. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE OR ANY OTHER DISCLAIMER SET FORTH HEREIN, HACEP AND THE PARTNERSHIP HEREBY AGREE THAT HACEP HAS NOT MADE AND IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO (A) THE NATURE OR CONDITION, PHYSICAL OR OTHERWISE, OF THE PROPERTY OR THE IMPROVEMENTS OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, (B) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE IMPROVEMENTS, OR THE STATE OF REPAIR OR LACK OF REPAIR OF ANY OF SUCH IMPROVEMENTS, (C) THE SOIL CONDITIONS, DRAINAGE CONDITIONS, TOPOGRAPHICAL FEATURES, ACCESS TO PUBLIC RIGHTS-OF-WAY, AVAILABILITY OF UTILITIES OR OTHER CONDITIONS OR CIRCUMSTANCES WHICH AFFECT OR MAY AFFECT THE PROPERTY OR ANY USE TO WHICH THE PARTNERSHIP MAY PUT THE PROPERTY, (D) ANY CONDITIONS AT OR WHICH AFFECT OR MAY AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL OR OTHERWISE, (E) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, CASH FLOW, EXPENSES, VALUE, COMPOSITION, AUTHENTICITY OR AMOUNT OF THE PROPERTY, OR ANY PART THEREOF, (F) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER THE PROPERTY OR THE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, THE ABSENCE OF ASBESTOS OR ANY ENVIRONMENTALLY HAZARDOUS SUBSTANCE ON, IN, UNDER OR ADJACENT TO THE PROPERTY AND THE IMPROVEMENTS, (G) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION OR USE OF THE PROPERTY WITH ANY APPLICABLE RESTRICTIVE COVENANTS, OR WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL BODY (INCLUDING
SPECIFICALLY, WITHOUT LIMITATION, ANY ZONING LAWS OR REGULATIONS, ANY BUILDING CODES, ANY ENVIRONMENTAL LAWS, AND THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. 12101 ET SEQ.). THE PARTNERSHIP RECOGNIZES AND AGREES THAT UPON CLOSING, THE PARTNERSHIP SHALL BEAR THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, VIOLATIONS OF ANY APPLICABLE LAWS, CONSTRUCTION DEFECTS, COST OVERRUNS, AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY THE PARTNERSHIP'S INVESTIGATIONS, AND THE PARTNERSHIP, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED HACEP AND ITS AFFILIATES, AGENTS, OFFICERS, ATTORNEYS, EMPLOYEES OR REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMands, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOW OR UNKNOWN, WHICH THE PARTNERSHIP MIGHT HAVE ASSERTED OR ALLEGED AGAINST HACEP AT ANY TIME BY REASON OF OR ARISING OUT OF ANY VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING ANY ENVIRONMENTAL LAWS), CONSTRUCTION DEFECTS, COST OVERRUNS, PHYSICAL CONDITIONS, AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY OR THE IMPROVEMENTS.

9.3 Survival of Disclaimers. HACEP and the Partnership agree that the provisions of this Section 9 shall survive Closing.

10. Authorization.

(a) The Partnership will deliver to HACEP and the Title Company at or before the Closing any and all certificates, affidavits, powers of attorney, partnership agreements, joint venture agreements, and trust agreements, deemed necessary or required by HACEP or the Title Company, and the Partnership will cause all persons or entities required by HACEP or the Title Company to execute the Closing documents or give written consent to the lease of the Property in accordance with this Agreement (collectively, the “Partnership Authorization Documents”). The representations and warranties of the Partnership set forth in this Section 10(a) shall survive the Closing.

(b) HACEP will deliver to the Partnership and the Title Company at or before the Closing any and all certificates, affidavits, powers of attorney, partnership agreements, joint venture agreements, and trust agreements, deemed necessary or required by the Partnership or the Title Company, and HACEP will cause all persons or entities required by the Partnership or the Title Company to execute the Closing documents or give written consent to the lease of the Property in accordance with this Agreement (collectively, the “Housing Authority Authorization Documents”). The representations and warranties of HACEP set forth in this Section 10(b) shall survive the Closing.
11. **Title Policy.** Upon the Partnership's request, HACEP shall provide at Closing a Leasehold Owner Title Policy (the “**Title Policy**”) issued by the Title Company at the Partnership’s cost, naming the Partnership as the insured subject to such easements, covenants, restrictions recorded in the real property records of El Paso County (and which are set forth in Schedule B of the Title Commitment) and such other standard exceptions as are normally included in owner title insurance policies and which are acceptable to the Partnership.

12. **Deliveries at Closing.**

   (a) At the Closing, HACEP shall execute and deliver to the Partnership the following:

   (i) the Ground Lease;

   (ii) the Memorandum of Ground Lease;

   (iii) HACEP Authorization Documents;

   (iv) reserved; and

   (v) such other documents as HACEP and the Partnership may have agreed to deliver at the Closing.

   (b) At the Closing, the Partnership shall execute and deliver to HACEP the following:

   (i) the Ground Lease;

   (ii) the Memorandum of Ground Lease;

   (iii) the Partnership Authorization Documents;

   (iv) reserved; and

   (v) such other documents as HACEP and the Partnership may have agreed to deliver at the Closing.

13. **Default by the Partnership.** If the Partnership defaults hereunder, then provided HACEP is not likewise in default hereunder, HACEP may terminate this Agreement by giving Notice thereof to the Partnership, whereupon the Earnest Money, together with all interest accrued thereon, shall be paid to HACEP as liquidated damages as HACEP's sole and exclusive remedy hereunder, and neither party shall have any further rights or obligations pursuant to this Agreement, it being understood and agreed by the Partnership and HACEP that actual damages in such event are uncertain in amount, difficult and inconvenient to ascertain and that the amount of the Earnest Money as liquidated damages was reasonably determined.
14. **Default by HACEP.** If HACEP defaults hereunder, then provided the Partnership is not likewise in default hereunder, the Partnership, as the Partnership's sole and exclusive remedy, may terminate this Agreement, whereupon the Earnest Money, together with all interest accrued thereon, shall be refunded to the Partnership, and neither party shall have any further rights or obligations pursuant to this Agreement.

15. **Condemnation.** If, prior to Closing, action is initiated or threatened to take any of the Property by eminent domain proceedings or sold in lieu of condemnation, the Partnership may either (a) terminate this Agreement, whereupon the Earnest Money, together with all interest accrued thereon, shall be refunded to the Partnership and neither party shall have any further rights or obligations pursuant to this Agreement, or (b) consummate the Closing, whereupon the award of the condemning authority shall be assigned to the Partnership at Closing, with no reduction or abatement in any amounts owed by the Partnership hereunder or under the Lease.

16. **Brokerage.** The Partnership and HACEP each represent and warrant to the other that they have dealt with no brokers, finders or intermediaries of any kind in connection with this transaction. Each party hereto does hereby indemnify and agree to hold the other harmless from and against any and all causes, claims, demands, losses, liabilities, fees, commissions, settlements, judgments, damages, expenses and fees (including, but not limited to, reasonable attorneys' fees and court costs) in connection with any claim for commissions, fees, compensation or other charges relating in any way to this transaction, or the consummation thereof, which may be made by any person, firm or entity as the result of any of its acts or the acts of its agents or representatives or as a result of its breach of its representations contained in this Section. The provisions of this Section 16 shall survive the Closing or any earlier termination of this Agreement.

17. **Execution.** The execution of this Agreement by the first party to execute same shall constitute an offer to the other party which must be accepted by the execution hereof and the delivery of at least three (3) copies of this Agreement, properly executed, to the first party executing as herein provided, or delivery of same in person, before 4:00 p.m. on January 15, 2018, failing which such offer shall be automatically revoked.

18. **Notices.** All notices, requests and communications ("Notice") under this Agreement shall be given in writing and shall be (i) delivered in person, (ii) mailed by first class certified mail, postage prepaid, return receipt requested, or (iii) or sent by facsimile transmission followed by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to HACEP:

Housing Authority of the City of El Paso
5300 E. Paisano Drive
El Paso, Texas  79905
Attention: CEO
Phone No:  915.849.3742
Any Notice provided for herein shall become effective only upon and at the time of receipt by the party to whom it is given, unless such Notice is mailed by certified mail, return receipt requested, in which case it shall be deemed to be received the date that it is mailed. Any party may, by proper Notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent or delivered.

19. **Miscellaneous.** HACEP and the Partnership further agree as follows:

(a) The effective date (the “**Effective Date**”) of this Agreement shall be January 1, 2019.

(b) This Agreement may not be assigned by the Partnership without the prior written consent of HACEP; any assignment hereunder, whether or not consented to by HACEP, shall not act to release the Partnership from its obligations hereunder.

(c) Except as otherwise set forth herein, the representations, warranties, covenants and agreements of the parties set forth herein shall not survive the Closing and shall be merged therein.

(d) Should any action be brought which arises out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, the prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, all as actually incurred.

(e) THIS AGREEMENT HAS BEEN EXECUTED IN THE STATE OF TEXAS AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS WITHIN THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION BROUGHT BY EITHER PARTY HERETO SHALL LIE EXCLUSIVELY IN EL PASO COUNTY, TEXAS.

(f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
(g) In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect for any reason, then such invalidity, illegality or unenforceability shall not affect any other provision hereof.

(h) The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

(i) This Agreement constitutes the entire, sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this Agreement.

(j) Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall be held to include the plural and vice versa unless the context requires otherwise.

(k) Time is of the essence in this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

(l) This Agreement shall have no binding effect on either party until executed by both parties hereto. Partnership shall additionally ratify this Agreement once formed.

(m) No modification, amendment or waiver of any portion of this Agreement shall be effective unless it is in writing and signed by HACEP and the Partnership.

(n) This Agreement may be executed in two or more counterparts, and it shall not be necessary that any one of the counterparts be executed by all of the parties hereto. Each fully or partially executed counterpart shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

This Agreement is executed to be effective as of the Effective Date.
HOUSING AUTHORITY OF THE CITY OF EL PASO:

Housing Authority of the City of El Paso, a Texas municipal housing authority

By: ____________________________
Name: Gerald W. Cichon
Title: CEO

PARTNERSHIP:

EP Montana Manor, LP, a to-be-formed Texas limited partnership

Paisano Nuestra Senora GP, LLC, a to-be-formed Texas limited liability company, its general partner

By: ____________________________
Name: Gerald W. Cichon
Title: Authorized signatory
EXHIBIT "A"

PROPERTY DESCRIPTION

The property subject to the foregoing lease is 0.72 acres as indicated on the attached survey.
Receipt of Earnest Money

Pursuant to the Contract for Ground Lease and Bill of Sale for the Nuestra Senora Apartments between the Housing Authority of the City of El Paso (HACEP) and EP Montana Manor, LP, HACEP is in receipt of the sum of $100 (the “Earnest Money”) from EP Montana Manor, LP, in order to preserve the right to lease the property that is subject to the Contract. The contract is considered effective upon the execution date of the contract, January 1st 2019.

Housing Authority of the City of El Paso

By: Satish Bhaskar, Chief Operating Officer
<table>
<thead>
<tr>
<th>Property Address - Code</th>
<th>Invoice - Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Development - 500</td>
<td>ASLM-JAN19-1 - 01/02/2019</td>
<td>Option Agreement-Independent Consideration</td>
<td>100.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Address - Code</th>
<th>Invoice - Date</th>
<th>Description</th>
<th>Amount</th>
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<tr>
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<td>Option Agreement-Option Fee</td>
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<tr>
<td>Check/Serial#</td>
<td>Account#</td>
<td>Amount</td>
<td>Issue Date</td>
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<td>04/01/19</td>
</tr>
</tbody>
</table>
DATE: 03/20/2019  CK#: 207  TOTAL: $3,000.00***  BANK: Paisano Housing Redevelopment Corp.
PAYEE: ASLM, Ltd.  ASLM, Ltd. (as limited)  MEMO: Extension Term Fee - 405 Montana Ave.

<table>
<thead>
<tr>
<th>Property Address - Code</th>
<th>Invoice - Date</th>
<th>Description</th>
<th>Amount</th>
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<td>ASLM-MAR19-1 - 03/18/2019</td>
<td>Extension Term Fee - 405 Montana Ave</td>
<td>3,000.00</td>
</tr>
</tbody>
</table>

**** THREE THOUSAND AND 00/100 DOLLARS

J. P. MORGAN CHASE, N.A.
210 E. Main Street
Dallas, TX

DATE
32-51/1110 03/20/2019

AMOUNT
$3,000.00***

VOID AFTER 90 DAYS

TO THE
ASLM, Ltd. ASLM, Ltd.
7598 N. Mesa St.
Suite 200
El Paso, TX 79912

MEMO: Extension Term Fee - 405 Montana Ave.

*000207** 1110006147 7898824951**
ON THE RUN COURIER SERVICE

Date: 02/22/19
Time: __________
P/U Date & Time: _______________
Seal #: ____________________

FROM: WestStar Title
641 N. Stanton Suite 200
El Paso, TX 79901

TO: ASLM Ltd
7598 N. Mesa Suite 200
El Paso, TX 79912

CONTACT: _____________________
PHONE #: _____________________

DESCRIPTION/INSTRUCTIONS
405 Montana Ave

Extension Term Fee

RECEIVED BY: ________________
(PRINT NAME)
DATE: __________
TIME: __________

Contact: Richard Valles
Ph: (915) 487-2716
email: rvontherun@gmail.com

Thank you for your business!
<table>
<thead>
<tr>
<th>Property Address - Code</th>
<th>Invoice - Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Development - 500</td>
<td>OA-MAY19-2 - 05/20/2019</td>
<td>405 Montana - 2nd Extension Term Fee</td>
<td>3,000.00</td>
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</tbody>
</table>

**Paisano Housing Redevelopment Operating**

5300 E. PAISANO  
EL PASO, TX 79905

J. P. MORGAN CHASE, N.A.  
210 E. Main Street  
Dallas, TX

<table>
<thead>
<tr>
<th>DATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/22/2019</td>
<td>$3,000.00***</td>
</tr>
</tbody>
</table>

**PAY***  
THREE THOUSAND AND 00/100 DOLLARS

**TO THE**  
ASILM, Ltd.  
7598 N. Mesa St.  
Suite 200  
El Paso, TX 79912

**ORDER OF**  
ASILM, Ltd.  
7598 N. Mesa St.  
Suite 200  
El Paso, TX 79912

**MEMO:** 405 Montana - 2nd Extension Term Fee
ON THE RUN COURIER SERVICE

Date: 5/30/19
Time: ____________
P/U Date & Time: ____________

Seal # ____________

FROM: ____________

TO: ____________

DESCRIPTION/INSTRUCTIONS
__________

RECEIVED BY: ____________

(Contact: Richard Valles
Ph: (915) 487-2716
e-mail: rvontherun@gmail.com)

Thank you for your business!
<table>
<thead>
<tr>
<th>Property Address - Code</th>
<th>Invoice - Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Development - 500</td>
<td>0A-JULY19-3 - 07/01/2019</td>
<td>405 Montana - 3rd Extension Term Fee (Nuestra Señora)</td>
<td>3,000.00</td>
</tr>
</tbody>
</table>

**Paisano Housing Redevelopment Operating**

5300 E. PAISANO
EL PASO, TX 79905

**J. P. MORGAN CHASE, N.A.**

210 E. Main Street
Dallas, TX

**DATE**

32-61/1110  07/26/2019

**AMOUNT**

$3,000.00

**VOID AFTER 90 DAYS**

**PAY**

**** THREE THOUSAND AND 00/100 DOLLARS

**TO THE**

ASLM, Ltd.  ASLM, Ltd.

7598 N. Mesa St.

Suite 200

El Paso, TX 79912

**MEMO:** 405 Montana - 3rd Extension Term Fee (Nuestra Señora)

Signature: [Signature]

[Signature]
ON THE RUN COURIER SERVICE

Date: 07/30/19
Time: 08:20 AM
P/U Date & Time: ______________________
Seal # ______________________

FROM: WestStar Title
641 North Stanton, Ste. 200
El Paso, TX 79901

TO: ASLM Ldt.
7598 N. Mesa
Suite 200

CONTACT: ______________________
PHONE #: ______________________

DESCRIPTION/INSTRUCTIONS
405 Montana - 3rd
Extension Term Fee

RECEIVED BY: ______________________
(PRINT NAME)
DATE: ______________________
TIME: ______________________

Contact: Richard Valles
Ph: (915) 487-2716
email: rvontherun@gmail.com

Thank you for your business!
2019 HTC
Full Application

Part 2 Tab 12

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

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

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

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

By: [Signature]
Authorized Countersignature

(This Commitment is valid only when Schedules A, B, C, and D are attached)

This jacket was created electronically and constitutes an original document.
Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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 Titulo 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 enterderlo 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 1-800-253-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the “area and boundary” exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner’s Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company’s other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the “area and boundary” exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to “rights of parties in possession.” If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

CONDITIONS AND STIPULATIONS

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

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
IMPORTANT NOTICE
To obtain information or make a complaint:
You may call First American Title Insurance Company's toll-free telephone number for information or to make a complaint at:
1-888-632-1642
You may also write to First American Title Insurance Company at:
1 First American Way
Santa Ana, California 92707
You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:
1-800-252-3439
You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact First American Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISIO IMPORTANTE
Para obtener informacion o para someter una queja:
Usted puede llamar al numero de telefono gratis de First American Title Insurance Company's para informacion o para someter una queja al:
1-888-632-1642
Usted tambien puede escribir a First American Title Insurance Company:
1 First American Way
Santa Ana, California 92707
Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:
1-800-252-3439
Puede escribir al Departamento de Seguros de Texas:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una dispute concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para propuesto de informacion y no se convierte en parte o condicion del documento adjunto.
Commitment for Title Insurance  T-7
Issued by
First American Title Insurance Company
Schedule A

Effective Date: February 19, 2019, 05:00 pm  GF No. 190343-COM
Commitment No. ________________, issued February 27, 2019,

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:
      Proposed Insured: EP Montana Manor, LP
   
b. Texas Residential Owner's Policy of Title Insurance
      One-to-Four Family Residences (Form T-1R)
      Policy Amount:
      Proposed Insured:
   
c. Loan Policy of Title Insurance (Form T-2)
      Policy Amount:
      Proposed Insured:
      Proposed Borrower: EP Montana Manor, LP
   
d. Texas Short Form Residential Loan Policy of Title Insurance
      (Form T-2R)
      Policy Amount:
      Proposed Insured:
      Proposed Borrower:
   
e. Loan Title Policy Binder on Interim Construction Loan
      (Form T-13)
      Binder Amount:
      Proposed Insured:
      Proposed Borrower:
   
f. Other
      Policy Amount:
      Proposed Insured:

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

3. Record title to the land on the Effective Date appears to be vested in:
   ASLM, LTD (FEE Title)
4. Legal description of land:
Leasehold rights pursuant to that certain Lease dated ___as referenced in
Memorandum of Ground Lease dated ___, 2019, filed ___, 2019, under Clerk's File
No. ___, Real Property Records, El Paso County, Texas between the PAISANO
HOUSING REDEVELOPMENT CORPORATION (Landlord) and EP MANOR, LP
(Tenant) affecting:

A portion of Lots 1 through 10, Block 266, CAMPBEL'S ADDITION, an addition to the
City of El Paso, El Paso County, Texas, according to the plat thereof on file in
Volume 2, Page 68, Real Property Records, El Paso County, Texas, being more
particularly described by metes and bounds TO COME.
SCHEDULE B

EXCEPTIONS FROM COVERAGE

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):

   Restrictive Covenants recorded in/under Clerk's File No. 20150056941, Real Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

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

   b. Rights of parties in possession as tenants and/or lessees.

   c. Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.

     Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.

   d. OWNER POLICY:

     Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.
Liability hereunder at the date hereof is limited to $___________. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

(Exception Policy Only)
(Exception May be Deleted If Proposed Transaction Does Not Include Cost of Contemplated Improvements, Construction or Repairs.)

**e. LOAN POLICY**

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

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.

(Exception Policy Only)
(Exception May be Deleted If Proposed Transaction Does Not Include Cost of Contemplated Improvements, Construction or Repairs and Loan Proceeds Are Fully Disbursed.)

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

(Note: Upon Receipt of a Survey Acceptable To Company, This Exception Will Be Deleted. Company Reserves the Right To Add Additional Exceptions Per Its Examination of Said Survey.)

**g.** Ordinance changing the zoning and imposing restrictions recorded under Clerk's File No. 20150056941, Real Property Records, El Paso County, Texas.
h. Terms and conditions as set forth in that certain Lease dated ____ as referenced in Memorandum of Ground Lease dated ___, 2019, filed ___, 2019, under Clerk's File No. ___, Real Property Records, El Paso County, Texas between the PAISANO HOUSING REDEVELOPMENT CORPORATION (Landlord) and EP MANOR, LP (Tenant).
Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

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

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborers 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. NOTE: Company requires Deed into Landlord prior to closing.

6. NOTE: Company requires the Memorandum of Lease to be recorded prior to or at closing

7. Title examination did not reveal any liens filed of record affecting the subject property. Company requires the Record Owner to execute an Affidavit as to Debts and Liens at or prior to closing that will either, (1) confirm there are no liens, recorded or unrecorded, against the subject property or, (2) disclose all liens, recorded or unrecorded, affecting the subject property. Should the affidavit reveal any liens affecting the subject property, Company may require additional examination of title and require a release of lien against the subject property at or prior to closing.
8. **NOTE:** The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is $2,000,000.00 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. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the arbitration provision, please inform us through your Loan Closing Instructions. (Not applicable to the Texas Residential Owner Policy)

9. **NOTE:** Please be advised if a partnership, joint venture, trust, or a corporation is involved in this transaction, either as a seller, purchaser, or borrower, we will require for our review prior to closing, copies of the partnership agreement, joint venture agreement, trust agreement, or corporate resolution authorizing the transaction, and evidence that the corporation is in good standing to authorize the insured transaction.

10. We must be in receipt of a tax certificate indicating all taxes paid through the year preceding the current year as shown on Schedule B, prior to closing.

11. **NOTE:** The Texas Secretary indicates that a Texas Notary Public must use an identification card issued by a governmental agency or a passport issued by the United States to identify the signer. Parties to the transaction must be prepared to furnish acceptable picture identification at closing.

12. Funds deposited by parties to the transaction must comply with Texas Department of Insurance Procedural Rule P-27. To avoid delays in disbursement, Company recommends that deposits in excess of $100,000 be made by wire transfer. Contact your closing team for wiring instructions.

13. **NOTE:** Copies of the title exceptions shown on Schedule B of this commitment are available for view or print on the El Paso County, Texas website at www.epcounty.com under Official Public Records.

Countersigned
WestStar Title, LLC

By [Signature]

FORM T-7: Commitment for Title Insurance
COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

Effective Date: February 19, 2019, 05:00 pm

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

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

   **Underwriter: First American Title Insurance Company, A California Corporation**

   Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of the Underwriter:

   First American Title Insurance Company, a California Corporation - 100%

   **DIRECTORS:**
   Dennis J. Gilmore, Mark J. Harmsworth, Parker S. Kennedy, Jeffrey S. Robinson and Timothy V. Kemp

   **OFFICERS:**
   President: Dennis J. Gilmore; Executive Vice President, Chief Financial Officer: Mark J. Harmsworth; Vice President, Secretary: Timothy V. Kemp; and Executive Vice President, Business Director: John M. Hollenbeck

2. The following disclosures are made by WestStar Title, LLC pursuant to Rule P-21.

   a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

   **Owners:** WestStar Bank (Texas Banking Association)

   b. Each 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 that will receive a portion of the premium are as follows:

   WestStar Bank Holding Company, Inc.

   c. The following persons are officers and directors of the Title Insurance Agent:

   **WestStar Title, LLC**

   **Officers:** Travis Joel Smith, Vice President / Commercial Escrow Manager

   Rodolfo Telles, Sr., Vice President, Title Examination Manager & Sr. Commercial Title Officer, On-Site Manager

   Rachel Samaniego Valles, Vice President / Branch Manager

   Gilberto Carreon, Vice President / Escrow Administration & Escrow Accounting

   Jack Chapman, Secretary

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

   You are further advised that the estimated title premium is:
Continuation of Schedule D

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
</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."
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator’s award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE ________________________________ DATE ________________________________
PRIVACY POLICY

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 parent company, The First American Corporation, 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 which 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, a copy of which can be found on our website at www.firstam.com.

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.

Note: The above Privacy Policy applies to individuals who obtain from First American a financial service or product that is to be used primarily for personal family or household purposes.

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All Rights Reserved
PRIVACY POLICY NOTICE

We Are Committed to Safeguarding Customer Information
Financial Institutions choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Title V of the Gramm-Leach-Bliley Act (GLBA) governs the treatment of nonpublic personal information about consumers by financial institutions. 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 order to better serve your needs now and in the future, we may ask you to provide us with certain information. WestStar Title values you as a customer and respects your right to privacy. We recognize the importance of protecting the confidentiality and security of the information we collect about individuals. We understand that you may be concerned about what we will do with such information. The following is WestStar Title's privacy policy regarding information we collect. This privacy policy governs the use and handling of your personal information. It provides an explanation of the types of information we collect, the means used to collect such information, an explanation of how we share the information collected, and an explanation of how we protect such information. Please read this notice carefully to understand what we do.

Applicability
This Privacy Policy governs our use of the information which 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.

Types of Information We Collect
In the course of our business we may collect personal information about you. The types of information we collect and share depend on which of our services you are utilizing. This information can include:

- Information we receive from you whether in writing, in person, by telephone or any other means. This can include application information (such as assets and income) and identifying information (such as name, address, and social security number);
- Information about your transaction with us or affiliated companies, or others; this can include information about balances, payment history, and parties to the transaction); and
- Information we receive from a consumer reporting agency, this can include information about your creditworthiness.

Use of Information We Collect
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. We will not release your information to nonaffiliated parties except:

- as necessary for us to provide the product or service you have requested of us, such as to process account transactions, maintain accounts, respond to court orders and legal investigations; or
- as permitted by law.

We may 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.

In the course of our general business practices we may disclose the information we collect (as described above) about you to the following types of institutions for the reasons described below:
• To third party service providers to provide you with services you have requested this can be done by processing your transactions and maintain your account. These companies can include title insurers, property and casualty insurers, and companies involved in real estate services (appraisal companies, home warranty companies, and escrow companies).
• To companies that perform marketing services on our behalf.

Information We May Disclose to Our Affiliates
WestStar Title has the following affiliates: WestStar Bank, WestStar Insurance Agency, Inc., and WestStar Bank Holding Company Inc. We do not share personal information with our affiliates so they can market or make solicitations to you. We may share information about your transactions and experiences – this can include information such as your payment history – with our affiliates for their everyday business purposes, you cannot limit the sharing of this information.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
To protect your personal information from unauthorized access and use, we use security measures and maintain physical, electronic, and procedural safeguards that comply with federal law. We restrict access to personal information about you to those individuals and entities who need to know that information to provide products or services to you. We train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this privacy policy.

Note: The above Privacy Policy applies to individuals who obtain services or products who obtain services or products that are to be used for personal family or household purposes.
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

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

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

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

By: Authorized Countersignature

(This Commitment is valid only when Schedules A, B, C, and D are attached)
TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company’s decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

**- MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, 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 Insurance Company’s toll-free telephone number for information or to make a complaint at:
1-888-632-1642
You may also write to First American Title Insurance Company at:
1 First American Way
Santa Ana, California 92707
You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:
1-800-252-3439
You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact First American Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE
Para obtener información o para someter una queja:
Usted puede llamar al número de teléfono gratis de First American Title Insurance Company's para información o para someter una queja al:
1-888-632-1642
Usted también puede escribir a First American Title Insurance Company:
1 First American Way
Santa Ana, California 92707
Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:
1-800-252-3439
Puede escribir al Departamento de Seguros de Texas:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.
COMMITMENT FOR TITLE INSURANCE  
T-7

ISSUED BY

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date:  July 29, 2019, 05:00 pm  
GF No. 190343-COM

Commitment No. ________________________, issued August 8, 2019,

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:
      PROPOSED INSURED:  EP Montana Manor, LP

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:
      PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:  EP Montana Manor, LP

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE
      (Form T-2R)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN
      (Form T-13)
      Binder Amount:
      PROPOSED INSURED:
      Proposed Borrower:

   f. OTHER
      Policy Amount:
      PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:
   ASLM, LTD (FEE Title)
4. Legal description of land:
   Leasehold rights pursuant to that certain Lease dated ___ as referenced in
   Memorandum of Ground Lease dated ___, 2019, filed __, 2019, under Clerk’s File
   No. __, Real Property Records, El Paso County, Texas between the PAISANO
   HOUSING REDEVELOPMENT CORPORATION (Landlord) and EP MANOR, LP
   (Tenant) affecting:

   Lots 1 through 10, Block 266, CAMPBEL’S ADDITION, an addition to the City of El
   Paso, El Paso County, Texas, according to the plat thereof on file in Volume 2, Page
   68, Real Property Records, El Paso County, Texas.
SCHEDULE B
EXCEPTIONS FROM COVERAGE

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):

   Restrictive Covenants recorded in/under Clerk's File No. 20150056941, Real Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Company has approved the current land title survey and upon request, and payment of any promulgated premium, this item will be amended in the policy(ies) to be issued to read: 'shortages in area'.

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 _____ and subsequent years.")

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

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

   b. Rights of parties in possession as tenants and/or lessees.

   c. Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tiguas Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.

   Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.
d. OWNER POLICY:

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

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

(OWNER POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS.)

e. LOAN POLICY

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

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.

(LOAN POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).
Continuation of Schedule B

GF No. 190343-COM

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

(NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)

g. Ordinance changing the zoning and imposing restrictions recorded under Clerk’s File No. 20150056941, Real Property Records, El Paso County, Texas.

h. Terms and conditions as set forth in that certain Lease dated ___ as referenced in Memorandum of Ground Lease dated ___, 2019, filed ___, 2019, under Clerk’s File No. ___, Real Property Records, El Paso County, Texas between the PAISANO HOUSING REDEVELOPMENT CORPORATION (Landlord) and EP MANOR, LP (Tenant).
SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

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

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

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

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

5. NOTE: Company requires Deed into Landlord prior to closing.

6. NOTE: Company requires the Memorandum of Lease to be recorded prior to or at closing

7. Title examination did not reveal any liens filed of record affecting the subject property. Company requires the Record Owner to execute an Affidavit as to Debts and Liens at or prior to closing that will either, (1) confirm there are no liens, recorded or unrecorded, against the subject property or, (2) disclose all liens, recorded or unrecorded, affecting the subject property. Should the affidavit reveal any liens affecting the subject property, Company may require additional examination of title and require a release of lien against the subject property at or prior to closing.
8. **NOTE:** The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is $2,000,000.00 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. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the arbitration provision, please inform us through your Loan Closing Instructions. (Not applicable to the Texas Residential Owner Policy)

9. **NOTE:** Please be advised if a partnership, joint venture, trust, or a corporation is involved in this transaction, either as a seller, purchaser or borrower, we will require for our review prior to closing, copies of the partnership agreement, joint venture agreement, trust agreement, or corporate resolution authorizing the transaction, and evidence that the corporation is in good standing to authorize the insured transaction.

10. We must be in receipt of a tax certificate indicating all taxes paid through the year preceding the current year as shown on Schedule B, prior to closing.

11. **NOTE:** The Texas Secretary indicates that a Texas Notary Public must use an identification card issued by a governmental agency or a passport issued by the United States to identify the signer. Parties to the transaction must be prepared to furnish acceptable picture identification at closing.

12. Funds deposited by parties to the transaction must comply with Texas Department of Insurance Procedural Rule P-27. To avoid delays in disbursement, Company recommends that deposits in excess of $100,000 be made by wire transfer. Contact your closing team for wiring instructions.

13. **NOTE:** Copies of the title exceptions shown on Schedule B of this commitment are available for view or print on the El Paso County, Texas website at [www.epcounty.com](http://www.epcounty.com) under Official Public Records.

Countersigned
WestStar Title, LLC

By
COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 190343-COM  Effective Date: July 29, 2019, 05:00 pm

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

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

   **Underwriter:** First American Title Insurance Company, A California Corporation

   Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of the Underwriter:

   First American Title Insurance Company, a California Corporation - 100%

   **DIRECTORS:**
   Dennis J. Gilmore, Mark J. Harmsworth, Parker S. Kennedy; Jeffrey S. Robinson and Timothy V. Kemp

   **OFFICERS:**
   President: Dennis J. Gilmore; Executive Vice President, Chief Financial Officer: Mark J. Harmsworth; Vice President, Secretary: Timothy V. Kemp; and Executive Vice President, Business Director: John M. Hollenbeck

2. The following disclosures are made by WestStar Title, LLC pursuant to Rule P-21.

   a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

   **Owners:** WestStar Bank (Texas Banking Association)

   b. Each 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 that will receive a portion of the premium are as follows:

      WestStar Bank Holding Company, Inc.

   c. The following persons are officers and directors of the Title Insurance Agent:

      **WestStar Title, LLC**

      **Officers:** Travis Joel Smith, Vice President / Commercial Escrow Manager

      Rodolfo Telles, Sr., Vice President, Title Examination Manager & Sr. Commercial Title Officer, On-Site Manager

      Rachel Samaniego Valles, Vice President / Branch Manager

      Gilberto Carreon, Vice President / Escrow Administration & Escrow Accounting

      Jack Chapman, Secretary

FORM T-7: Commitment for Title Insurance
3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium is:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
</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."

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

FORM T-7: Commitment for Title Insurance
PRIVACY POLICY

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 parent company, The First American Corporation, 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 which 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, a copy of which can be found on our website at www.firstam.com.

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.

Note: The above Privacy Policy applies to individuals who obtain from First American a financial service or product that is to be used primarily for personal family or household purposes.

© 2001 The First American Corporation
All Rights Reserved
PRIVACY POLICY NOTICE

We Are Committed to Safeguarding Customer Information
Financial Institutions choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Title V of the Gramm-Leach-Bliley Act (GLBA) governs the treatment of nonpublic personal information about consumers by financial institutions. 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 order to better serve your needs now and in the future, we may ask you to provide us with certain information. WestStar Title values you as a customer and respects your right to privacy. We recognize the importance of protecting the confidentiality and security of the information we collect about individuals. We understand that you may be concerned about what we will do with such information. The following is WestStar Title's privacy policy regarding information we collect. This privacy policy governs the use and handling of your personal information. It provides an explanation of the types of information we collect, the means used to collect such information, an explanation of how we share the information collected, and an explanation of how we protect such information. Please read this notice carefully to understand what we do.

Applicability
This Privacy Policy governs our use of the information which 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.

Types of Information We Collect
In the course of our business we may collect personal information about you. The types of information we collect and share depend on which of our services you are utilizing. This information can include:

- Information we receive from you whether in writing, in person, by telephone or any other means. This can include application information (such as assets and income) and identifying information (such as name, address, and social security number);
- Information about your transaction with us our affiliated companies, or others; this can include information about balances, payment history, and parties to the transaction) and
- Information we receive from a consumer reporting agency, this can include information about your creditworthiness.

Use of Information We Collect
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. We will not release your information to nonaffiliated parties except:

- as necessary for us to provide the product or service you have requested of us, such as to process account transactions, maintain accounts, respond to court orders and legal investigations; or
- as permitted by law.

We may 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.

In the course of our general business practices we may disclose the information we collect (as described above) about you to the following types of institutions for the reasons described below:
• To third party service providers to provide you with services you have requested this can be done by processing your transactions and maintain your account. These companies can include title insurers, property and casualty insurers, and companies involved in real estate services (appraisal companies, home warranty companies, and escrow companies).
• To companies that perform marketing services on our behalf.

Information We May Disclose to Our Affiliates
WestStar Title has the following affiliates: WestStar Bank, WestStar Insurance Agency, Inc., and WestStar Bank Holding Company Inc. We do not share personal information with our affiliates so they can market or make solicitations to you. We may share information about your transactions and experiences – this can include information such as your payment history – with our affiliates for their everyday business purposes, you cannot limit the sharing of this information.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
To protect your personal information from unauthorized access and use, we use security measures and maintain physical, electronic, and procedural safeguards that comply with federal law. We restrict access to personal information about you to those individuals and entities who need to know that information to provide products or services to you. We train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this privacy policy.

Note: The above Privacy Policy applies to individuals who obtain services or products who obtain services or products that are to be used for personal family or household purposes.
2019 HTC
Full Application

Part 2 Tab 12

Increase in Eligible Basis
Census Tract Map
Nuestra Senora

The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014, 2011-2015, and 2012-2016. The designation methodology is explained in the Federal Register notice published October 22, 2018.

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html
Multiple Site Information

NA
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**

State Senator

Support Letter

City Mayor

**School Superintendent**

Presiding officer of Board of Trustees

**Presiding officer of Board of Trustees**

**Support Letter**

County Judge

School Superintendent

Address

Bob Geske

Presiding officer of Board of Trustees

6531 Boeing Drive

El Paso, TX

79925

Elected officials have changed since the Pre-Application was submitted, and information regarding notifications or re-notifications is entered below.

Elected officials were identified in the Pre-Application, and there have been no changes.

Support Letter

Email or Phone

Email or Phone

Email or Phone

Email or Phone

Email or Phone

Email or Phone

Email or Phone

Email or Phone

Email or Phone

Email or Phone

Email or Phone

Email or Phone

El Paso ISD

El Paso, TX

79925

bgeske@episd.org

3/1/2019
2019 HTC
Full Application

Part 2 Tab 15

Neighborhood Organizations


<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Organizations **were identified in the Pre-Application**, and there have been no changes.

(If above is checked, the rest of the form may be left **BLANK**)

Organizations have **changed since the Pre-Application was submitted**, and information regarding notifications or re-notifications is entered below.

**No Pre-Application was submitted**.

Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.
Certification of Notifications
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. **renotification of all entities due to increase in density

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.

X 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.

X 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). **change to ISD board president only

Part 2. Notifications - Form and Content:

X I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

X I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.

X I (we) certify that the notifications or any other communications do not contain any statement that violates Department rules, statute, code, or federal requirements.

X I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with 10 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.

X While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. Neighborhood Organizations (competitive HTC only):

X 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

2/28/19
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: ____________________________
Signature of Applicant/Development Owner

_______________________________
Printed Name

TEXAS
Notary Public, State of

EL PASO
County of

10-9-21
My Commission expires

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

_______________________________
Notary Public Signature

28 day of FEBRUARY, 2019
Development Narrative

1. **The proposed Development is:** (Check all that apply)

   - [ ] New Construction
   - [ ] and/or: Adaptive Reuse

   (If applicable, select New Construction here and adaptive reuse in next box)

   **NOTE:** Definition of "Adaptive Reuse" has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.

   - [ ] Previous TDHCA #
   - [ ] If Acquisition/Rehab or Rehab, original construction year:

   - [ ] If Reconstruction,
   - [ ] Units Demolished
   - [ ] Units Reconstructed

2. **The Target Population will be:**

   - [ ] General

   **NOTE:** Definition of "Elderly Development" has changed. Review 10 TAC §11.1(d)(47) to ensure compliance.

   - [ ] If Elderly is selected (10 TAC §11.1(d)(47)),
   - [ ] Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
   - [ ] Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.
   - [ ] Selection is based on funding from (select from list):

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**

   - [ ] The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.
   - [ ] The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.
   - [ ] The Development does 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.
   - [ ] 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.

The proposed development is the new construction of 90 units of affordable housing at the southwest corner of Montana Ave and Kansas in El Paso, Texas. The property will consist of 78 one bedroom units and 12 two bedroom units. While the unit mix lends itself to senior housing, the property will not be age restricted. 100% of the units will have rental assistance through the RAD (rental assistance demonstration program) which does not allow age restricted property. The urban setting of the site also lends itself to single or two person households.

The property will have a podium parking level underneath the residential floors of the building. A parking variance will be requested as part of the permitting process. Preliminary conversations with the city indicate this will be approved, as they are very supportive of infill development in this location.

The Housing Authority of the City of El Paso will purchase the property, and lease it to the Partnership in a typical housing authority ground lease.

If a revised form is submitted, date of submission:
5. **Funding Request:**

Complete the table below to describe this Application's funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$1,199,367</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. **§11.5 - Set-Aside (For Competitive HTC & Multifamily Direct Loan Applications Only)**

Identify any and all set-asides the application will be applying under with an "x".

Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-Risk</td>
<td>Nonprofit</td>
</tr>
<tr>
<td>USDA</td>
<td>CHDO</td>
</tr>
<tr>
<td>SH/SR</td>
<td>Preservation</td>
</tr>
<tr>
<td>x</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? _No_

8. **Qualified Low Income Housing Development Election (HTC Applications only)**

Pursuant to §42(g)(1)(A) - (C), the term “qualified low income housing development” means any project for residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer. Once an election is made, it is irrevocable. Select only one:

- At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.
- At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.
- Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission: ___________________________
Development Activities Part I
Development Activities I

1. **Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]**

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>90</td>
<td>10</td>
</tr>
</tbody>
</table>

- Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to 10 TAC §11.101(b)(5). Applications for scattered site developments should refer to 10 TAC §11.101(b)(5)(B).

2. **Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(b)(6)(A) and (B)]**

   **A. Unit Sizes**
   - Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:
     - Bedroom Size: 0, 1, 2, 3, 4
     - Square Footage: 500, 600, 800, 1,000, 1,200
   - OR:
     - Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and 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).
     - All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).
   - Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.

   Regardless of building type, ALL Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).

3/1/2019
2019 HTC
Full Application

Part 3 Tab 19

Development Activities Part II
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; OR meets the minimum size requirements below:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>550</td>
<td>650</td>
<td>850</td>
<td>1,050</td>
<td>1,250</td>
</tr>
</tbody>
</table>

- Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).

  * Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

2. Rent Levels of Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5)]

- At least 20 percent of all low-income Units at 30% or less of AMGI*

- At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or

- At least 5 percent of all low-income Units at 30% or less of AMGI*

- 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.

<table>
<thead>
<tr>
<th>27</th>
<th>Total Number of Units at 50% or less of AMGI</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Number of 30% Units used to score points under §11.9(c)(2)*</td>
</tr>
<tr>
<td>0</td>
<td>Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)</td>
</tr>
<tr>
<td>18</td>
<td>Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)</td>
</tr>
<tr>
<td>20.00%</td>
<td>Percentage used for calculation of eligible points under §11.9(c)(1)</td>
</tr>
</tbody>
</table>

- Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or

- Development proposed in all other areas.

  * Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application’s scoring elections.

   - OR

- Application proposes to use the Average Income election under §42(g)(1)(C) of the Code, and

  - Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA

    - The Average Income for the proposed Development will be 54% or lower (16 points).
    - The Average Income for the proposed Development will be 55% or lower (14 points).
    - The Average Income for the proposed Development will be 56% or lower (12 points).

  - OR

- 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
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**
- [x] Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or **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**
- [x] All other Developments. **9**
- [x] The Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants. **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 [x] Applicant or Affiliate Owns or Controls an Existing Development that is included on the List of Qualified Existing Developments for Participation in the Section 811 PRA Program. (See 10 TAC §8.3 and 10 TAC 8.4)

Existing Development Name: **Cedar Oak Townhomes**

- [x] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. **2**

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 Department will require the information described in clauses (i) – (iii) of that subparagraph in the Section 811 PRA Program Supplement Packet. **0**

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 **0**

- [ ] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. OR

3/1/2019
Mark any of the following factors that disqualify the development applying for funding from participating in the Section 811
PRA Program and provide documentation supporting the selection:

- The Development is not proposing to use and previously did not use federal funding (such as HOME or CDBG funds), and the Development was originally constructed before 1978;
- Development only has units available that have existing or proposed project-based rental or long-term operating assistance that will be in effect when the property is operating or within six months of receiving Section 811 PRA Program assistance;
- Development only has units available that are restricted for persons with disabilities. A Development having a preference for Persons with Disabilities or a use restriction for Special Needs Populations is not a disqualifying factor for purposes of this scoring item.
- Development only has units with an existing or proposed 62 or more age restriction.
- Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-Arlington MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-New Braunfels MSA.
- The Development is a new construction project and located in the mapped 500-year floodplain or in the 100-year floodplain according to FEMA’s most current Flood Insurance Rate Maps.
- The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.
- Other disqualifying factor (please explain)

<table>
<thead>
<tr>
<th>Application is seeking points for Tenant Populations.</th>
<th>Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</td>
<td>2</td>
</tr>
<tr>
<td>8 Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</td>
<td>0</td>
</tr>
<tr>
<td>9 Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</td>
<td>2</td>
</tr>
<tr>
<td>10 Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</td>
<td>1</td>
</tr>
<tr>
<td>11 Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</td>
<td>1</td>
</tr>
</tbody>
</table>
2019 HTC
Full Application

Part 3 Tab 19

Tenant Populations with Special Needs
Section 811 Information
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

Printed Name

Title

Date

The State of Texas

COUNTY OF

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

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

Notary Public Signature
2019 HTC Full Application

Part 3 Tab 19

Historic Preservation

NA
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.
   - Section 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
At-Risk Set-Aside (continued)

- The new Development Site qualifies for points under §11.9(c)(4) related to Opportunity Index; OR
- The local Governing Body of the applicable municipality or county (if completely outside of a municipality) in which that Development is located must submit a resolution confirming that the proposed Development is supported by the municipality or county in order to carry out a previously adopted plan that meets the requirements of §11.9(d)(7) related to Concerted Revitalization Plans.

PART D: REGULATORY BARRIERS NECESSITATE ELIMINATION OF ALL OR A PORTION OF THE FINANCIAL BENEFIT FOR THE DEVELOPMENT, AND:
- Evidence of the legal requirements that will unambiguously cause the loss of affordability is included.
- Development qualifies under §2306.6702(a)(5)(B); AND
  - No less than 25 percent of the proposed Units are public housing units supported by public housing operating subsidy, AND
  - Less than 100 percent of the public housing benefits are being transferred to the proposed Development and the Application includes an explanation of the disposition of the remaining public housing benefits along with a copy of the HUD-approved plan for demolition and disposition.

PART E: THE PROPOSED DEVELOPMENT IS ELIGIBLE TO REQUEST A QUALIFIED CONTRACT UNDER §42, AND THE APPLICATION INCLUDES:
- A copy of the recorded LURA and the first years' IRS Forms 8609 for all buildings showing Part II of the form completed; AND
- If applicable, documentation from the original application regarding the right of first refusal.

Applications proposing the demolition and Reconstruction of Units will be considered New Construction.

2. Existing Development Assistance On Housing Rehabilitation Activities¹

Part A.
The existing Property is expected to have or continue the following benefit: Rental Assistance

Provide a brief description of the restrictions or subsidies the existing Property will have or continue in the space below:

Rental assistance will be provided through the RAD program, with former Public Housing assistance transferred to this property under the RAD program.

- A copy of the contract or agreement securing the funds identified above is provided behind this form.
- The source of funds is: US Dept. of Housing and Urban Development
- The annual amount of funds is: varies by tenant paid rent
- The number of units receiving assistance:
- The term of the contract or agreement is (date): 20 years from closing date
- The expiration of the contract or agreement is (date): 20 years plus 20 year extension

Part B. Acquisition Of Existing Buildings (applicable only to HTC applications with Acquisition credits requested)

Date of the most recent sale or transfer of the building(s): NA

In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building’s adjusted basis? ☐

Was the building occupied at any time during the last ten years? ☐

Was the building occupied or suitable for occupancy at the time of purchase? ☐

Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule? ☐

If “Yes”, provide a copy of a title commitment that the Development meets the requirements of §42(d)(2)(B)(ii) as to the 10 year period. ☐

If “No”, does the property qualify for a waiver under §42(d)(6)? ☐

If “Yes”, provide the waiver and/or other documentation. ☐

How many buildings will be acquired for the Development? ☐

3/1/2019
**Existing Development Assistance (continued)**

Are all the buildings currently under control by the Development Owner?  

If “No”, how many buildings are under control by the Development Owner?  

When will the remaining buildings be under control?  

<table>
<thead>
<tr>
<th>Identification or address(es) of Building(s) under Owner’s Control</th>
<th>Type of Control (Ownership, Option, Purchase Contract)</th>
<th>Expiration Date</th>
<th># of Units</th>
<th>Acquisition Cost of Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Provide the information listed below concerning the acquisition of building(s) for the Development:

1. Building(s) acquired or to be acquired from:  
   - Related Party  
   - Unrelated Party

2. Building(s) acquired or to be acquired with Buyer’s Basis:  
   - Determined with reference to Seller’s Basis  
   - Not Determined with reference to Seller’s Basis

List below by building address, the date the building was placed in service (PIS), the date the building was or is planned for acquisition, and the number of years between the date the building was placed in service and acquisition. Attach separate sheet(s) with additional information if necessary.

<table>
<thead>
<tr>
<th>Building Address(es)</th>
<th>PIS date of building by most recent</th>
<th>Proposed Acquisition date</th>
<th>Years between PIS &amp; Acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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</tr>
</tbody>
</table>

3. **Lead Based Paint (Section 811 PRA and Direct Loan Applications Only)**

Development constructed before January 1, 1978  

If yes, check each of the following that applies [24 CFR 35.115]:  

- Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.

- The property will not be used for human residential habitation. This does not apply to common areas such as hallways and stairways of residential and mixed-use properties.

- Housing “exclusively” for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit.

- An inspection performed according to HUD standards found the property contained no lead-based paint.

- According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.

- The rehabilitation will not disturb any painted surface.

- The property has no bedrooms.

- The property is currently vacant and will remain vacant until demolition.
February 28, 2019

Sharon Gamble
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, Texas 78711

Re: 2018 RAD Rental Rates

Ms. Gamble,

HUD is allowing housing authorities the option of using current CHAP rents based on the 2014 RAD rents, updated with annual OCAF adjustments, or the newly published 2018 modified RAD rents found on HUD’s website, https://www.hud.gov/RAD/library/notices under the heading 2018 RAD Rents. The table of rents provided by HUD includes HUD's calculations of RAD Contract Rents for each public housing property based on 2018 Appropriation levels. These rents will form the basis of the conversion rents for properties awarded CHAPS or with amended CHAPs on or after January 1, 2019.

The Housing Authority of the City of El Paso (“HACEP”) has chosen to use the 2018 RAD Rents from AMP 18, PIC Number TX3000018 because the published rents are higher than the OCAF-adjusted 2014 RAD rents.

Please contact me if you have any questions regarding HACEP’s decision to use the 2018 RAD Rents as the basis for revenue calculations in our 2019 9% Tax Credit application

Sincerely,

Gerald Cichon
Chief Executive Officer
Housing Authority of the City of El Paso
<table>
<thead>
<tr>
<th>PIC Number</th>
<th>PHA Name</th>
<th>PARTICIPANT_CODE</th>
<th>PROJECT_NAME</th>
<th>Public Housing Units</th>
<th>0-BR RAD Rents</th>
<th>1-BR RAD Rents</th>
<th>2-BR RAD Rents</th>
<th>3-BR RAD Rents</th>
<th>4-BR RAD Rents</th>
<th>5-BR RAD Rents</th>
</tr>
</thead>
<tbody>
<tr>
<td>TX003000011</td>
<td>Housing Autho</td>
<td>TX003</td>
<td>Eisenhower/Scattered Sites/Hart/Baird/</td>
<td>438</td>
<td>$364</td>
<td>$468</td>
<td>$571</td>
<td>$820</td>
<td>$980</td>
<td>$1,469</td>
</tr>
<tr>
<td>TX003000012</td>
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<td>TX003</td>
<td>Marmolejo/Alvarez/Truman/Anderson/</td>
<td>170</td>
<td>$410</td>
<td>$527</td>
<td>$643</td>
<td>$923</td>
<td>$1,103</td>
<td>$1,654</td>
</tr>
<tr>
<td>TX003000013</td>
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<td>TX003</td>
<td>Dewetter/Valle Verde/Cramer/Rio Grande/</td>
<td>1068</td>
<td>$384</td>
<td>$493</td>
<td>$602</td>
<td>$865</td>
<td>$1,033</td>
<td>$1,549</td>
</tr>
<tr>
<td>TX003000014</td>
<td>Housing Autho</td>
<td>TX003</td>
<td>Chelsea/Pooley/Guillen/Fr. Pinto/</td>
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<td>$346</td>
<td>$445</td>
<td>$543</td>
<td>$780</td>
<td>$932</td>
<td>$1,398</td>
</tr>
<tr>
<td>TX003000015</td>
<td>Housing Autho</td>
<td>TX003</td>
<td>Kennedy/Kennedy Estates/Scattered Sites/</td>
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<td>$388</td>
<td>$499</td>
<td>$609</td>
<td>$875</td>
<td>$1,045</td>
<td>$1,568</td>
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<tr>
<td>TX003000018</td>
<td>Housing Autho</td>
<td>TX003</td>
<td>Machuca/Robinson/Williams/Rubin Heights/</td>
<td>316</td>
<td>$381</td>
<td>$490</td>
<td>$598</td>
<td>$859</td>
<td>$1,026</td>
<td>$1,538</td>
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<tr>
<td>TX003000028</td>
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<td>Eastside Crossings</td>
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<td>$332</td>
<td>$426</td>
<td>$520</td>
<td>$748</td>
<td>$893</td>
<td>$1,340</td>
</tr>
</tbody>
</table>
Existing Development Assistance on Housing Rehabilitation Activities

As part of the RAD Financing Plan, we will be transferring RAD units from the existing Machuca property into the new development. As HACEP is completing its portfolio-wide RAD conversion, this will be one of the last properties to convert from Public Housing to RAD.

The Machuca property is currently in disrepair, with the majority of the units vacant, as shown in the attached rent roll. As current residents are moved to the new property, there will be no residents remaining in the old property.

As part of the Financing Plan to HUD, HACEP will be requesting to “right size” the units, getting rid of the larger bed-room size units to address the needs represented on their current waiting list.

Based on prior experience with adjusting unit mix to suit the current tenant population in our RAD properties, we anticipate approval on this change.

Included in the application is evidence of the RAD rental assistance, rental rates and utility allowances as explained in the letter from Gerald Cichon.
2019 HTC
Full Application

Part 3 Tab 21

Occupied Developments
### 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.

**AND**

- Upload separately from the Application, a rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and tenant names or vacancy; and
- A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6)); and
- If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. (§2306.6705(6)); and
- A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).

Optional, but only available to developments with no Direct Loan funds. The current property owner is unwilling to provide one or more of the required documents above, and a signed statement from the Applicant attesting to that fact is submitted behind this tab.

### Uniform Relocation Act (URA) Applicability for Direct Loan Applications

**NOTE:** The Department's Section 811 PRA program is designed such that HUD-determined URA generally does not apply.

- Application includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here:
  - https://www.tdhca.state.tx.us/program-services/ura/relocation.htm
  - (if not, you may skip the remainder of this section)

  Each of the following items, as applicable, is provided behind this tab:

- Identification of any business, nonprofit organization, or farm on the site (that is not owned or controlled by the Seller);
- Dated General Information Notice(s) given to current occupant(s) (other than owner occupied structures) that have active lease(s) at the time of this Application, including verification of tenant receipt;
- Dated Voluntary Acquisition Notification to Owner; and
- HUD Relocation Brochure issued to tenants that will be displaced (if known).

### Relocation Certification for Direct Loan Applications

The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, for the Direct Loan Program under the Section 104(d) of the Housing and Community Development Act of 1974 ("Section 104(d)"), and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

A displaced person, business, farm, or nonprofit is covered under URA, regardless of income, if they are displaced by acquisition, rehabilitation, or demolition.

<table>
<thead>
<tr>
<th>Signature of Applicant</th>
<th>Printed Name</th>
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</tbody>
</table>

**Date**

---

3/1/2019
Check all that apply:

☐ The activity involves demolition of existing occupied structures.

☐ The activity involves conversion of occupied rental property occupied by any tenant.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied housing units must comply with the Section 104(d). By signing below, the Applicant certifies that they will comply with the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) approved by the Department on June 1, 2012.

https://www.tdhca.state.tx.us/program-services/ura/docs/RARAP.pdf

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42.350.

The purpose and goals of the RARAP is to:

1. Provide (through its subgrantees) Relocation Assistance
2. Minimize Displacement
3. Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department’s approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply with all parts of the plan as they apply to this Application.

<table>
<thead>
<tr>
<th>Signature of Applicant</th>
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<table>
<thead>
<tr>
<th>Printed Name</th>
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<thead>
<tr>
<th>Date</th>
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</tbody>
</table>
Relocation Plan Submission to the appropriate legal or governmental agency.

The Relocation Plan will be submitted to the HUD RAD office as part of the RAD Financing Plan on or about August 15, 2019.
Relocation Plan

Relocation of residents will comply with the Uniform Relocation Act (URA) -- the federal law that establishes minimum standards for federally funded programs and projects that displace persons from their homes. The applicant will:

- Provide relocation advisory services to displaced tenants and owner occupants
- Provide a minimum 90 days written notice to vacate prior to requiring possession
- Reimburse for moving expenses

It is the intention of Paisano Housing Redevelopment Corporation (Paisano) for tenants to remain in place while the new property is constructed. Once the construction is complete, they will be offered the first opportunity to move to the new property, to a unit that is equivalent to one that they originally occupied. Alternatively, tenants may move to an equivalent unit at another property within the Housing Authority of El Paso’s (HACEP) portfolio (Paisano is an instrumentality of HACEP).

Paisano will ensure that advisory services are provided to those displaced. A relocation counselor will be appointed and contact residents prior to displacement to answer questions and provide needed information. The counselor will provide appropriate assistance to anyone unable to read or understand written or printed guidance.

The residents will be permanently relocated.

At a minimum, the tenant shall be provided the following:

- Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the relocation, including the cost of moving to the new location.

- Appropriate advisory services, including reasonable advance written notice of the following:
  - Date of the relocation;
  - Terms and conditions under which the tenant may lease and occupy a suitable decent, safe and sanitary dwelling in the building/complex upon completion of the project; and
  - Provisions of reimbursement for all reasonable out of pocket expenses incurred in connection with the relocation as noted above.

Budget

HACEP will utilize the Fixed Residential Moving Cost Schedule and has budgeted $150,000 for moving costs and administration. These costs are reflected in the development cost schedule and are paid for by LIHTC financing.

The following cost schedule assumes the 6 households in larger units will choose not to relocate to the new property, as 4 and 5 bedroom units are not available. The can choose to move to another HACEP property, or to other housing as a permanent move. Estimated costs are based on the following schedules:
Moving Cost Estimates:

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Units</th>
<th>cost per move</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 br</td>
<td>7</td>
<td>$ 682.50</td>
<td>$ 4,777.50</td>
</tr>
<tr>
<td>2 br</td>
<td>20</td>
<td>$ 1,032.50</td>
<td>$ 20,650.00</td>
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<tr>
<td>3 br</td>
<td>14</td>
<td>$ 1,718.50</td>
<td>$ 24,059.00</td>
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<tr>
<td>4 br</td>
<td>5</td>
<td>$ 2,205.00</td>
<td>$ 11,025.00</td>
</tr>
<tr>
<td>5br+</td>
<td>1</td>
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</tr>
<tr>
<td>Total</td>
<td>47</td>
<td></td>
<td>$ 63,329.00</td>
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</table>

Replacement housing payments for permanent moves

<table>
<thead>
<tr>
<th>Cost</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private sector rent</td>
<td>6 households at $960 for 12 months</td>
<td>$ 69,120.00</td>
</tr>
<tr>
<td>units inspections</td>
<td>$60/unit for 60 units</td>
<td>$ 360.00</td>
</tr>
<tr>
<td>admin/counseling costs</td>
<td>$25 per household for 6 households</td>
<td>$ 150.00</td>
</tr>
<tr>
<td>utility deposits</td>
<td>$308 per household</td>
<td>$ 1,848.00</td>
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<tr>
<td>contingency</td>
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<td>$ 15,193.00</td>
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<tr>
<td>Total Moving Costs</td>
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<td>Total Relocation Costs</td>
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</table>
2019 HTC
Full Application

Part 3 Tab 22

Architectural Drawings
Architectural Drawings Must be Submitted Behind this Tab [§11.204(b)(9)]
(If development is scattered site, consult staff.)

In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Following these steps in Adobe Acrobat will convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [V] Print As Image 300dpi > OK

- Site Plan which:
  - states the size of the site on its face;
  - includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings and Units, stating sizes, etc;
  - includes a table matrix specifying the square footage of Common Area space on a building by building basis;
  - identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
  - shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
  - indicates the location and number of parking spaces, garages and carports, as applicable;
  - indicates the location and number of accessible parking spaces, including van accessible spaces;
  - includes information regarding local parking requirements, as applicable;
  - indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
  - indicates placement of detention/retention pond(s) or states there are no detention ponds;
  - clearly delineates the flood plain boundary lines or states there is no floodplain;
  - describes, if applicable, how flood mitigation or other required mitigation will be accomplished; and
  - identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(l)).

- Residential Building floor plans should include the following, building by building:
  - separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, balconies, porches and patios, and any other square footage not included in NRA; and
  - location of accessible units (unless included on Site Plan).

- Common Building floor plans should include tabulations of the square footage of the following spaces that are outside of Net Rentable Area, whether conditioned or unconditioned, building by building:
  - spaces that are accessible to tenants, e.g., offices for tenant/management contact, resident services offices, clubrooms, kitchens, community restrooms, exercise rooms, laundries, porches, patios, mailbox areas, etc. (state each area separately);
  - spaces that are restricted to employees, only, e.g., administrative offices, maintenance areas, equipment rooms, storage areas, etc. (state each area separately); and
  - For Supportive Housing only, specification of space to be used for 75 sq ft/unit common space.

- Unit floor plans for each type of Unit:
  - must include the square footage of each type of Unit; and
  - must include floor plans for the accessible Units.

- Elevations for each side of each building type which include:
  - a percentage estimate of the exterior composition of each elevation; and
  - roof pitch.

- Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.
N33.48.12W + N56.11.48E = 89.59.60 = 90 degrees. Site is a rectangle.

104'+156'=260'; 260'x120' = 31,200 = 0.7163 acre

12,480sf=0.2865 acre
18,720sf=0.4298 acre
total: 0.7163 acre
2 BEDROOM |
# OF UNITS | 78
TOTAL UNITS & PARKING REQ. 90 UNITS
UNIT TYPES |
1 BEDROOM |
PARKING SPACES |
(0.7 SPACES/UNIT)
12  8.4
ACCIDENT 4 ACCESSIBLE
PARKING PROVIDED 63 TOTAL PARKING SPACES
VAN ACCESSIBLE PARKING SPACE
1 VAN ACCESSIBLE
REVISION:
SHEET:
DATE: NO.
CONSTRUCTION
MARCH 1, 2019
415 MONTANA AVE.  EL PASO, TEXAS 79901
GROUND FLOOR |
PROPOSED SITE PLAN/ A1.0
APARTMENTS
LEGAL DESCRIPTION
266 CAMBELL 1 TO 6 (18720.00 SQ FT)
286 CAMBELL 1 TO 10 (12480.00 SQ FT)
PROPOSED SITE PLAN |
GROUND FLOOR
Total: 0.7163 acres - bps
REVISION: SHEET: DATE: NO.

CONSTRUCTION

2019-09-11 08:00:00

415 Montana Ave                          El Paso, Texas 79901

March 1, 2019

1 BEDROOM (ADA)

AREA

635 S.F.

TOTAL UNITS  30 UNITS

SECOND FLOOR UNITS/FLOOR

FLOOR PLAN

SECOND LEVEL

A2.0

APARTMENT TABULATION

<table>
<thead>
<tr>
<th>SECOND FLOOR</th>
<th>AREA</th>
<th>UNITS/FLOOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BEDROOM</td>
<td>635 S.F.</td>
<td>24</td>
</tr>
<tr>
<td>1 BEDROOM (AV)</td>
<td>635 S.F.</td>
<td>1</td>
</tr>
<tr>
<td>1 BEDROOM (ADA)</td>
<td>635 S.F.</td>
<td>1</td>
</tr>
<tr>
<td>2 BEDROOM</td>
<td>800 S.F.</td>
<td>3</td>
</tr>
<tr>
<td>2 BEDROOM (ADA)</td>
<td>800 S.F.</td>
<td>1</td>
</tr>
</tbody>
</table>

TOTAL UNITS  30 UNITS

LEGEND

ACCESSIBLE ROUTE

SCREEN

COMMUNITY PATIO

3016 SQ FT

GRAPHIC SCALE
**APARTMENT TABULATION**

<table>
<thead>
<tr>
<th></th>
<th>THIRD FLOOR</th>
<th>AREA</th>
<th>UNITS/FLOOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BEDROOM</td>
<td>635 S.F.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1 BEDROOM (ADA)</td>
<td>635 S.F.</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>1 BEDROOM (AV)</td>
<td>635 S.F.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2 BEDROOM</td>
<td>800 S.F.</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL UNITS</strong></td>
<td><strong>600</strong></td>
<td><strong>30</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Legend**

- Accessible Route

**300 Montana Ave.**

**El Paso, Texas 79901**

**March 1, 2019**

**1 BEDROOM (ADA)**

- **AREA** 635 S.F.
- **TOTAL UNITS** 23

**1 BEDROOM**

- **AREA** 635 S.F.
- **TOTAL UNITS** 2

**1 BEDROOM (AV)**

- **AREA** 635 S.F.
- **TOTAL UNITS** 1

**2 BEDROOM**

- **AREA** 800 S.F.
- **TOTAL UNITS** 4

**TOTAL UNITS** 30

**GRAPHIC SCALE**

**FLOOR PLAN**

**THIRD LEVEL**

**A3.0**

**SCALE 1/8" = 1'-0"**

**OPEN TO BELOW**

**LEGEND**

- Accessible Route
1 BEDROOM (ADA) 635 S.F. 25
1 BEDROOM (ADA) 635 S.F. 1
2 BEDROOM 800 S.F. 3
2 BEDROOM (AV) 800 S.F. 1
TOTAL UNITS 30 UNITS

LEGEND

********** ACCESSIBLE ROUTE

APARTMENT TABULATION

FOURTH FLOOR

AREA

UNITS/FLOOR

1 BEDROOM 635 S.F.
1 BEDROOM (ADA) 635 S.F.
2 BEDROOM 800 S.F.
2 BEDROOM (AV) 800 S.F.
TOTAL UNITS 30 UNITS

A4.0

FOURTH LEVEL
FLOOR PLAN

GRAPHIC SCALE

OPEN TO BELOW

HC

AV

415 Montana Ave.  El Paso, Texas 79901

March 1, 2019
7. Explain why the title commitment describes the land as “a portion of Lots 1-10” when the contracts’ exhibits, site plan, etc., represent that the site is all of Lots 1-10.

See attached updated Title Commitment with corrected legal description for Lots 1-10.

8. Submit floor plans of ground floor and any other floors/levels that were not submitted.

See attached first floor plan for the development.

9. Explain why the Development Narrative says there will be “podium parking” beneath the residential floors of the building when the architectural plans do not show this.

The square footage of the first floor is smaller than floors 2-4, with parking tucked underneath the overhang areas. See attached elevation and schematic drawing depicting a portion of the first level as podium parking.

10. Explain why the rents presented in the Rent Schedule are from the TDHCA Rent Tool instead of rents reflected in the attachment to Gerald Cichon’s letter of February 28, 2019 (i.e., $490 for 1BR units and $598 for 2BR units associated with TX003000018), and explain why the rents currently stated on the website referenced in the letter exceed the $490 and $598 that the attachment to the letter shows.

The Rent Schedule gives TDHCA rents in the Program Rent Limit column K, as that is the LIHTC program rent limit. Column E, Rent Collected, reflects the RAD rents of $490 and $598 as reflected in the letter from Gerry Cichon and the HUD website LESS the Utility allowances of $64 and $83 respectively, giving a net Rent Collected of $426 and $515 ($490-$64=$426; $598-$83=$515)

11. Explain how you know that the PHA utility allowances are applicable to the RAD development.

The Housing Authority of the City of El Paso will submit the applicable utility allowances to HUD, based on the proposed utility structure and the published Utility Allowance. HUD will incorporate this utility allowance into the RAD agreement.

12. Explain how the application is eligible for 12 points for its voluntary eligible building costs.
NUEstra SeñorA APARTMENTS

415 MONTANA AVE.

Housing Authority of the City of ElPaso
NUESTRA SEÑORA APARTMENTS

415 MONTANA AVE.

Housing Authority of the City of El Paso
NUESTRA SEÑORA APARTMENTS

415 MONTANA AVE.

Housing Authority of the City of El Paso
NUESTRA SEÑORA APARTMENTS

415 MONTANA AVE.

Housing Authority of the City of El Paso
2019 HTC
Full Application

Part 3 Tab 23

Specifications and
Building/Unit Type Configuration
and
Tab 23a, 23b, 23c Forms
**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)**

<table>
<thead>
<tr>
<th>Building Configuration (Check all that apply):</th>
<th>Single Family Construction</th>
<th>SRO</th>
<th>Transitional (per §42(i)(3)(B))</th>
<th>Duplex</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development will have:</td>
<td>Fire Sprinklers</td>
<td>x</td>
<td># of Elevators</td>
<td>2</td>
</tr>
<tr>
<td>Number of Parking Spaces (consistent with Architectural Drawings):</td>
<td>Free</td>
<td>Paid</td>
<td>Shed or Flat Roof Carport Spaces</td>
<td>Detached Garage Spaces</td>
</tr>
<tr>
<td>Floor Composition/Wall Height:</td>
<td>100</td>
<td>% Carpet/Vinyl/Resilient Flooring</td>
<td>9</td>
<td>Ceiling Height</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Building Label</th>
<th>Number of Stories</th>
<th>Unit Label</th>
<th>Number of Buildings</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>1</td>
<td>1.1</td>
<td>635</td>
<td>25</td>
<td>25</td>
<td>15,875</td>
</tr>
<tr>
<td>2.1A</td>
<td>1</td>
<td>1.1</td>
<td>635</td>
<td>1</td>
<td>1</td>
<td>635</td>
</tr>
<tr>
<td>2.2</td>
<td>2</td>
<td>1.1</td>
<td>800</td>
<td>3</td>
<td>3</td>
<td>2,400</td>
</tr>
<tr>
<td>2.2A</td>
<td>2</td>
<td>1.1</td>
<td>800</td>
<td>1</td>
<td>1</td>
<td>800</td>
</tr>
<tr>
<td>3.1</td>
<td>1</td>
<td>1.1</td>
<td>635</td>
<td>24</td>
<td>24</td>
<td>15,240</td>
</tr>
<tr>
<td>3.1A</td>
<td>1</td>
<td>1.1</td>
<td>635</td>
<td>2</td>
<td>2</td>
<td>1,270</td>
</tr>
<tr>
<td>3.2</td>
<td>2</td>
<td>1.1</td>
<td>800</td>
<td>4</td>
<td>4</td>
<td>3,200</td>
</tr>
<tr>
<td>4.1</td>
<td>1</td>
<td>1.1</td>
<td>635</td>
<td>25</td>
<td>25</td>
<td>15,875</td>
</tr>
<tr>
<td>4.1A</td>
<td>1</td>
<td>1.1</td>
<td>635</td>
<td>1</td>
<td>1</td>
<td>635</td>
</tr>
<tr>
<td>4.2</td>
<td>1</td>
<td>1.1</td>
<td>800</td>
<td>4</td>
<td>4</td>
<td>3,200</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>90</td>
<td>59,130</td>
</tr>
</tbody>
</table>

**Supportive Housing Applicants Only**

Enter the total development common area from the architect's plans:

Ensure that this number matches your architectural drawings.

The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:

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

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.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>90</td>
<td>5%</td>
<td>4.5</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>1 BR 635 SQ FT</td>
<td>78</td>
<td>5%</td>
<td>3.9</td>
<td>3.9</td>
<td>4</td>
</tr>
<tr>
<td>2 BR 800 SQ FT</td>
<td>12</td>
<td>5%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3 BR 900 SQ FT</td>
<td>0</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4 BR 1000 SQ FT</td>
<td>0</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>90</td>
<td>4.5</td>
<td>4.9</td>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: if total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"

### EXAMPLE:

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0.2</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td></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

Printed Name

CARL DANIEL ARCHITECTS

Firm Name (If applicable)

2/28/2019
# Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 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>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>90</td>
<td>2%</td>
<td>1.8</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>1 BR 635 SQ FT</td>
<td>78</td>
<td>2%</td>
<td>1.56</td>
<td>1.56</td>
<td>2</td>
</tr>
<tr>
<td>2 BR 800 SQ FT</td>
<td>12</td>
<td>2%</td>
<td>0.24</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>3 BR 900 SQ FT</td>
<td>2</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4 BR 1100 SQ FT</td>
<td>2</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>90</td>
<td>2%</td>
<td>1.8</td>
<td>2.56</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"*

## EXAMPLE

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>0</td>
<td>0</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>0</td>
</tr>
<tr>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"*

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: [Signature]

Printed Name: Hugo Saldana

Firm Name (if applicable): Call Daniel Architects

Date: 2/28/2019
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></td>
<td></td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
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<tr>
<td>Amenity 4:</td>
<td></td>
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<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: 90
Total surface parking spaces: 63
Total garports: 0
Total garages: 0

- **Total parking spaces of all types:**
  - Calculated from above: 63
- **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: 63
- **APSs for mobility accessible units (5% of unit count, if spaces are sufficient):**
  - Calculated from above: 5
- **Parking spaces that serve dwelling units in excess of one per unit (if applicable):**
  - Calculated from above: 0
- **APSs required in excess of one per mobility accessible unit:**
  - Calculated from above: 5

**Total APSs required (including dwelling units and facilities/amenities):**

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 paring space, i.e., surface spaces, garports, 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:** 4
- **Minimum number of garports that must be APSs:** 0
- **Number of garages that must be APSs:** 0

## APSs that Must Be Van Spaces

- **Total Van APSs required, including all types of spaces:** 1
- **Minimum number of surface parking spaces that must be van APSs:** 1
- **Minimum number of garports that must be van APSs:** 0
- **Minimum number of garages that must be van APSs:** 0

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

**Signature:**

**HUGO SALDAÑA**

**Date:**

**2/28/2019**

**Firm Name (if applicable):**

**CARL DANIEL ARCHITECTS**

As the "Total APSs" above indicates, this form means 4 standard + 1 van = 5 APSs are proposed. The site plan reflects 5, also. - bps
### Rent Schedule

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size", then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit".

**Private Activity Bond Priority (For Tax-Exempt Bond Developments ONLY):**

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC Units</td>
</tr>
<tr>
<td>TC 30% RAD</td>
</tr>
<tr>
<td># of Units</td>
</tr>
<tr>
<td>7</td>
</tr>
<tr>
<td>16</td>
</tr>
<tr>
<td>55</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>8</td>
</tr>
</tbody>
</table>

**Total Nonrental Income**: $10.00 per unit/month for: 
- late fees, forfeit deposits: 900
- late fees, forfeit deposits: 900

**Potential Gross Monthly Income**: 40,308

- Provision for Vacancy & Collection Loss: 5.00% (2,015)

- Effective Gross Monthly Income: 38,293

- Effective Gross Annual Income: 459,511

If a revised form is submitted, date of submission: 3/1/2019
February 28, 2019

Sharon Gamble
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, Texas 78711

Re: 2018 RAD Rental Rates

Ms. Gamble,

HUD is allowing housing authorities the option of using current CHAP rents based on the 2014 RAD rents, updated with annual OCAF adjustments, or the newly published 2018 modified RAD rents found on HUD’s website, https://www.hud.gov/RAD/library/notices under the heading 2018 RAD Rents. The table of rents provided by HUD includes HUD's calculations of RAD Contract Rents for each public housing property based on 2018 Appropriation levels. These rents will form the basis of the conversion rents for properties awarded CHAPS or with amended CHAPs on or after January 1, 2019.

The Housing Authority of the City of El Paso (“HACEP”) has chosen to use the 2018 RAD Rents from AMP 18, PIC Number TX30000018 because the published rents are higher than the OCAF-adjusted 2014 RAD rents.

Please contact me if you have any questions regarding HACEP’s decision to use the 2018 RAD Rents as the basis for revenue calculations in our 2019 9% Tax Credit application

Sincerely,

Gerald Cichon
Chief Executive Officer
Housing Authority of the City of El Paso
<table>
<thead>
<tr>
<th>PIC Number</th>
<th>PHA Name</th>
<th>PROJECT NAME</th>
<th>Public Housing Units</th>
<th>0-BR RAD Rents</th>
<th>1-BR RAD Rents</th>
<th>2-BR RAD Rents</th>
<th>3-BR RAD Rents</th>
<th>4-BR RAD Rents</th>
<th>5-BR RAD Rents</th>
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</thead>
<tbody>
<tr>
<td>TX003000011</td>
<td>Housing Autho TX003</td>
<td>Eisenhower/Scattered Sites/Hart/Baird/</td>
<td>438</td>
<td>$364</td>
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<td>$923</td>
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<td>$1,654</td>
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<td>TX003000013</td>
<td>Housing Autho TX003</td>
<td>Dewetter/Valle Verde/Cramer/Rio Grande/</td>
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<td>$384</td>
<td>$493</td>
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<td>$865</td>
<td>$1,033</td>
<td>$1,549</td>
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<td>Kennedy/Kennedy Estates/Scattered Sites/</td>
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<td>$499</td>
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<td>$875</td>
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<td>$1,568</td>
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<td>$490</td>
<td>$598</td>
<td>$859</td>
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<td>64</td>
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**Rent Schedule (Continued)**

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<thead>
<tr>
<th>Housing</th>
<th>% of LI</th>
<th>% of Total</th>
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<tbody>
<tr>
<td>TC20%</td>
<td>0</td>
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<tr>
<td>TC30%</td>
<td>10%</td>
<td>9</td>
</tr>
<tr>
<td>TC40%</td>
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</tr>
<tr>
<td>TC50%</td>
<td>20%</td>
<td>18</td>
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<tr>
<td>TC60%</td>
<td>70%</td>
<td>63</td>
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<tr>
<td>TC70%</td>
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<tr>
<td>TC80%</td>
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</tr>
<tr>
<td>MRB</td>
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<tr>
<td>HTC LI Total</td>
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<td>EO</td>
<td>0</td>
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</tr>
<tr>
<td>MR</td>
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<tr>
<td>MR Total</td>
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<tr>
<td>Total HTC Units</td>
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<table>
<thead>
<tr>
<th>Tax Credits</th>
<th>% of LI</th>
<th>% of Total</th>
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<tr>
<td>HTF30%</td>
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<tr>
<td>HTF LI Total</td>
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<tr>
<td>MR</td>
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<td>MR Total</td>
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<td>HTF Total</td>
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<table>
<thead>
<tr>
<th>National Housing Trust Fund</th>
<th>% of LI</th>
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<td>MRB40%</td>
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<td>MRB50%</td>
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<td>MRB60%</td>
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<td>MRB70%</td>
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<td>MRB80%</td>
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<tr>
<td>MRB LI Total</td>
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<tr>
<td>MRBM</td>
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<td>MRBMR Total</td>
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<tr>
<td>HTC LI Total</td>
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<table>
<thead>
<tr>
<th>Mortgage Revenue</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
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<tbody>
<tr>
<td>MRB20%</td>
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<td></td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td></td>
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<tr>
<td>MRB60%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB70%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB80%</td>
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<td></td>
</tr>
<tr>
<td>MRB LI Total</td>
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<tr>
<td>MRBM</td>
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<tr>
<td>MRBMR Total</td>
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<tr>
<td>MRB Total</td>
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<td>HTC LI Total</td>
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<tr>
<th>Bond</th>
<th>% of LI</th>
<th>% of Total</th>
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</thead>
<tbody>
<tr>
<td>MRB20%</td>
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<td></td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
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<td>MRB50%</td>
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<td>MRB70%</td>
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<tr>
<td>MRB80%</td>
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<td></td>
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<tr>
<td>MRB LI Total</td>
<td>0</td>
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</tr>
<tr>
<td>MRBM</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRBMR Total</td>
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<td>0</td>
<td></td>
</tr>
<tr>
<td>HTC LI Total</td>
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<table>
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<tr>
<th>Direct Loan</th>
<th>% of LI</th>
<th>% of Total</th>
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</thead>
<tbody>
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<tr>
<td>MRB40%</td>
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<tr>
<td>MRB50%</td>
<td>0</td>
<td></td>
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<tr>
<td>MRB60%</td>
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<td></td>
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<tr>
<td>MRB70%</td>
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<td>MRB80%</td>
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<tr>
<td>MRB LI Total</td>
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<td>MRBMR Total</td>
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<td>MRB Total</td>
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<td></td>
</tr>
<tr>
<td>HTC LI Total</td>
<td>90</td>
<td></td>
</tr>
</tbody>
</table>

| Other | Total OT Units | 90 |

**Notes:**
- 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>$ 9.00</td>
<td>$ 10</td>
<td>$ 13</td>
<td>$ 16</td>
<td>$ 19</td>
<td>HACEP 9/1/18</td>
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<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 4.00</td>
<td>$ 5</td>
<td>$ 7</td>
<td>$ 9</td>
<td>$ 11</td>
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<tr>
<td>Other Electric</td>
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<td>$ 18</td>
<td>$ 25</td>
<td>$ 32</td>
<td>$ 39</td>
<td>HACEP 9/1/18</td>
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<td>Electric</td>
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<td>$ 11</td>
<td>$ 15</td>
<td>$ 20</td>
<td>$ 24</td>
<td>HACEP 9/1/18</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 9.00</td>
<td>$ 11</td>
<td>$ 14</td>
<td>$ 17</td>
<td>$ 20</td>
<td>HACEP 9/1/18</td>
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<td>Landlord</td>
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<tr>
<td>Trash</td>
<td>Landlord</td>
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<td>Flat Fee</td>
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<tr>
<td><strong>Total Paid by Tenant</strong></td>
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<td>$ 64.00</td>
<td>$ 83.00</td>
<td>$ 103.00</td>
<td>$ 122.00</td>
<td>HACEP 9/1/18</td>
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Other (Describe)

If a revised form is submitted, date of submission: ____________

---

3/1/2019
### Utility or Service:

#### Energy Efficient

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<tr>
<th>Utility or Service</th>
<th>Monthly Dollar Allowances</th>
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</tr>
<tr>
<td>a. Natural Gas</td>
<td>$7.00 $9.00 $9.00 $10.00 $12.00 $12.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$9.00 $10.00 $13.00 $16.00 $19.00 $21.00</td>
</tr>
<tr>
<td>d. Electric Heat Pump</td>
<td></td>
</tr>
<tr>
<td>e. Oil / Other</td>
<td></td>
</tr>
<tr>
<td><strong>Cooking</strong></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$1.00 $2.00 $2.00 $3.00 $4.00 $5.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$4.00 $5.00 $7.00 $9.00 $11.00 $13.00</td>
</tr>
<tr>
<td><strong>Other Electric (Lights &amp; Appliances)</strong></td>
<td>$15.00 $18.00 $25.00 $32.00 $39.00 $46.00</td>
</tr>
<tr>
<td><strong>Air Conditioning</strong></td>
<td>$9.00 $11.00 $15.00 $20.00 $24.00 $28.00</td>
</tr>
<tr>
<td><strong>Evaporative Cooling</strong></td>
<td>$3.00 $4.00 $5.00 $7.00 $8.00 $9.00</td>
</tr>
<tr>
<td><strong>Water Heating</strong></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$3.00 $4.00 $5.00 $7.00 $9.00 $10.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$9.00 $11.00 $14.00 $17.00 $20.00 $23.00</td>
</tr>
<tr>
<td>d. Oil / Other</td>
<td></td>
</tr>
<tr>
<td><strong>Water</strong></td>
<td>$17.00 $19.00 $23.00 $27.00 $31.00 $34.00</td>
</tr>
<tr>
<td><strong>Sewer</strong></td>
<td>$18.00 $19.00 $22.00 $25.00 $28.00 $31.00</td>
</tr>
<tr>
<td><strong>Trash Collection</strong></td>
<td>$25.00 $25.00 $25.00 $25.00 $25.00 $25.00</td>
</tr>
<tr>
<td><strong>Range / Microwave Tenant-supplied</strong></td>
<td>$11.00 $11.00 $11.00 $11.00 $11.00 $11.00</td>
</tr>
<tr>
<td><strong>Refrigerator Tenant-supplied</strong></td>
<td>$12.00 $12.00 $12.00 $12.00 $12.00 $12.00</td>
</tr>
<tr>
<td><strong>Other-- Electric Charge $8.56</strong></td>
<td>$9.00 $9.00 $9.00 $9.00 $9.00 $9.00</td>
</tr>
<tr>
<td><strong>specify:</strong> Gas Charge $18.23</td>
<td>$18.00 $18.00 $18.00 $18.00 $18.00 $18.00</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>Utility or Service</th>
<th>per month cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>$</td>
</tr>
<tr>
<td>Cooking</td>
<td>$</td>
</tr>
<tr>
<td>Other Electric</td>
<td>$</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>$</td>
</tr>
<tr>
<td>Water Heating</td>
<td>$</td>
</tr>
<tr>
<td>Water</td>
<td>$</td>
</tr>
<tr>
<td>Sewer</td>
<td>$</td>
</tr>
<tr>
<td>Trash Collection</td>
<td>$</td>
</tr>
<tr>
<td>Range / Microwave</td>
<td>$</td>
</tr>
<tr>
<td>Refrigerator</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
</tbody>
</table>

| Name of Family | $ |
| Address of Unit | $ |
| Number of Bedrooms | $ |
| Total          | $ |
2019 HTC
Full Application

Part 4 Tab 26

Annual Operating Expenses
### ANNUAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>General &amp; Administrative Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$1,558</td>
</tr>
<tr>
<td>Advertising</td>
<td>$0</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$1,478</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$1,060</td>
</tr>
<tr>
<td>Telephone</td>
<td>$750</td>
</tr>
<tr>
<td>Other Contract Services, Membership Fees</td>
<td>$6,711</td>
</tr>
<tr>
<td>Other Third Party Compliance Oversight</td>
<td>$18,232</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td>$29,790</td>
</tr>
</tbody>
</table>

| Management Fee: Percent of Effective Gross Income: | 5.00% | $22,976 |

<table>
<thead>
<tr>
<th>Payroll, Payroll Tax &amp; Employee Benefits</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$37,439</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$27,801</td>
</tr>
<tr>
<td>Other Taxes and Benefits</td>
<td>$18,189</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td>$83,430</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Repairs &amp; Maintenance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$4,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$930</td>
</tr>
<tr>
<td>Grounds</td>
<td>$7,341</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$16,002</td>
</tr>
<tr>
<td>Repairs</td>
<td>$35,705</td>
</tr>
<tr>
<td>Pool</td>
<td>$0</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td>$63,978</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Utilities (Enter Only Property Paid Expense)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric Portfolio Expenses</td>
<td>$21,780</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$0</td>
</tr>
<tr>
<td>Trash Portfolio Expenses</td>
<td>$2,000</td>
</tr>
<tr>
<td>Water/Sewer Portfolio Expenses</td>
<td>$35,800</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td>$59,580</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Taxes:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Published Capitalization Rate: Source:</td>
<td></td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$0</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td>$0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reserve for Replacements: Annual reserves per unit:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Annual reserves per unit</td>
<td>$250</td>
</tr>
<tr>
<td><strong>Total Reserve for Replacements:</strong></td>
<td>$22,500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$0</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$10,080</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$3,600</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>$0</td>
</tr>
<tr>
<td>Bond Trustee Fees</td>
<td>$0</td>
</tr>
<tr>
<td>Security</td>
<td>$0</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td>$13,680</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL ANNUAL EXPENSES</th>
<th>Expense per unit:</th>
<th>$3548</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense to Income Ratio:</td>
<td>69.49%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NET OPERATING INCOME (before debt service)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Debt Service</td>
<td>$109,551</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL ANNUAL DEBT SERVICE</th>
<th>Debt Coverage Ratio:</th>
<th>1.28</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$109,551</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NET CASH FLOW</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$30,626</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 3/1/2019
2019 HTC
Full Application

Part 4 Tab 27

Proforma
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$472,896</td>
<td>$482,354</td>
<td>$492,001</td>
<td>$501,841</td>
<td>$511,878</td>
<td>$565,154</td>
<td>$623,976</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$10,800</td>
<td>$11,016</td>
<td>$11,236</td>
<td>$11,461</td>
<td>$11,690</td>
<td>$12,907</td>
<td>$14,250</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$483,696</td>
<td>$493,370</td>
<td>$503,237</td>
<td>$513,302</td>
<td>$523,568</td>
<td>$578,061</td>
<td>$638,227</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$459,511</td>
<td>$468,701</td>
<td>$478,075</td>
<td>$487,637</td>
<td>$497,390</td>
<td>$549,158</td>
<td>$606,315</td>
</tr>
</tbody>
</table>

<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 &amp; Administrative Expenses</td>
<td>$29,790</td>
<td>$30,684</td>
<td>$31,604</td>
<td>$32,552</td>
<td>$33,529</td>
<td>$38,869</td>
<td>$45,060</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$22,976</td>
<td>$23,436</td>
<td>$23,904</td>
<td>$24,382</td>
<td>$24,870</td>
<td>$27,458</td>
<td>$30,316</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$83,430</td>
<td>$85,933</td>
<td>$88,511</td>
<td>$91,166</td>
<td>$93,901</td>
<td>$108,857</td>
<td>$126,195</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$63,978</td>
<td>$65,897</td>
<td>$67,874</td>
<td>$69,910</td>
<td>$72,008</td>
<td>$76,511</td>
<td>$83,587</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$21,780</td>
<td>$22,433</td>
<td>$23,106</td>
<td>$23,800</td>
<td>$24,514</td>
<td>$28,418</td>
<td>$32,944</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$37,800</td>
<td>$38,934</td>
<td>$40,102</td>
<td>$41,305</td>
<td>$42,544</td>
<td>$49,320</td>
<td>$57,176</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$23,400</td>
<td>$24,102</td>
<td>$24,825</td>
<td>$25,570</td>
<td>$26,337</td>
<td>$30,532</td>
<td>$35,395</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$22,500</td>
<td>$23,175</td>
<td>$23,870</td>
<td>$24,586</td>
<td>$25,324</td>
<td>$29,357</td>
<td>$34,033</td>
</tr>
<tr>
<td>Reserve for Replacements</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>TOTAL ANNUAL EXPENSES</td>
<td>$319,334</td>
<td>$328,684</td>
<td>$338,310</td>
<td>$348,221</td>
<td>$358,424</td>
<td>$414,138</td>
<td>$478,584</td>
</tr>
</tbody>
</table>

| NET OPERATING INCOME | $140,177 | $140,017 | $139,765 | $139,416 | $138,966 | $135,020 | $127,731 |

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$109,551</td>
<td>$109,551</td>
<td>$109,551</td>
<td>$109,551</td>
<td>$109,551</td>
<td>$109,551</td>
<td>$109,551</td>
</tr>
<tr>
<td>Second Deed of Trust Loan Annual 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>$30,626</td>
<td>$30,466</td>
<td>$30,214</td>
<td>$29,865</td>
<td>$29,415</td>
<td>$25,469</td>
<td>$18,180</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$30,626</td>
<td>$61,092</td>
<td>$91,306</td>
<td>$121,172</td>
<td>$150,587</td>
<td>$287,797</td>
<td>$396,919</td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender
Joshua Reiss
Printed Name
March 1, 2019
Phone: 212-317-5747
Email: Joshua.Reiss@HuntCompanies.com

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission: 2/28/2019
2019 HTC
Full Application

Part 4 Tab 28

Offsite Cost Breakdown
This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

Column A: The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

Columns B and C: In determining actual construction cost, two different methods may be used:

Column D: To arrive at total construction costs in Column D:

Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the offsite work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalks</td>
<td></td>
<td></td>
<td>$ 6,000.00</td>
<td></td>
<td></td>
<td>$ 6,000.00</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lines 35-37 Hidden</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 6,000.00</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

This is an opinion of cost based on schematics and is subject to changes during the design phase.

Georges Halloul  F-1902

Printed Name

02-28-2019

Date

If a revised form is submitted, date of submission: 02/28/2019
2019 HTC Full Application

Part 4 Tab 29

Site Work Cost Breakdown
This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Column A:** The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**Columns B and C:** In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; **OR**
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D:** To arrive at total construction costs in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the Site Work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
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<td>Rough Grading</td>
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<tr>
<td>On Site Concrete</td>
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<tr>
<td>On Site Electrical</td>
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<td>On Site Paving</td>
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<td>Total</td>
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<td></td>
<td>$ 580,000</td>
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</table>

Signature of Registered Engineer: Georges Halloul
Printed Name: F-1902
Date: 02-28-2019

**Seal**

**If a revised form is submitted, date of submission:** 2/28/2019

This is an opinion of cost based on schematics and is subject to changes during the design phase.
Development Cost Schedule
This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

### TOTAL DEVELOPMENT SUMMARY

<table>
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<tr>
<th></th>
<th>Total</th>
<th>Eligible Basis (If Applicable)</th>
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<td>Existing building acquisition cost</td>
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<tr>
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<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
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<tr>
<td><strong>OFF-SITES</strong></td>
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<tr>
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<tr>
<td>Storm drains &amp; devices</td>
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<tr>
<td>Water &amp; fire hydrants</td>
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<tr>
<td>Off-site utilities</td>
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<tr>
<td>Sewer lateral(s)</td>
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<tr>
<td>Off-site electrical</td>
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<td><strong>SITE WORK</strong></td>
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<tr>
<td>On-site electrical</td>
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<td>Bumper stops, striping &amp; signs</td>
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<td><strong>Subtotal Site Work Cost</strong></td>
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<td><strong>SITE AMENITIES</strong></td>
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<td>Landscaping</td>
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<td>Item</td>
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<td>After 11.9(e)(2)</td>
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<td>Concrete</td>
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<td>Woods and Plastics</td>
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<td>193,707</td>
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<td>Roof Covering</td>
<td>237,134</td>
<td>160,065</td>
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<td>Doors and Windows</td>
<td>351,145</td>
<td>237,023</td>
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<td>Finishes</td>
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<td>Equipment</td>
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<td>Furnishings</td>
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<td>Conveying Systems (Elevators)</td>
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<td>647,323</td>
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<td>Electrical</td>
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<td>424,602</td>
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<td>Contingency</td>
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<td><strong>Total Building Costs &amp; Site Work</strong></td>
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<td><strong>Total Hard Costs</strong></td>
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<tr>
<td><strong>Other Construction Costs</strong></td>
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<tr>
<td><strong>General requirements (&lt;6%)</strong></td>
<td>6.00%</td>
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<tr>
<td><strong>Field supervision (within GR limit)</strong></td>
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<tr>
<td><strong>Contractor overhead (&lt;2%)</strong></td>
<td>2.00%</td>
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<tr>
<td><strong>G &amp; A Field (within overhead limit)</strong></td>
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<tr>
<td><strong>Contractor profit (&lt;6%)</strong></td>
<td>6.00%</td>
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<td><strong>Voluntary Eligible &quot;Hard Costs&quot; (After 11.9(e)(2))</strong></td>
<td>$0.00 psf</td>
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</tbody>
</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.

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.

3/1/2019
### SOFT COSTS

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
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<td>525,000</td>
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<tr>
<td>Architectural - Supervision fees</td>
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<tr>
<td>Engineering fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>90,000</td>
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<tr>
<td>Accounting fees</td>
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<td>20,000</td>
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<tr>
<td>Impact Fees</td>
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<tr>
<td>Building permits &amp; related costs</td>
<td>75,000</td>
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<tr>
<td>Appraisal</td>
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<tr>
<td>Market analysis</td>
<td>7,500</td>
<td>7,500</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>7,500</td>
<td>7,500</td>
</tr>
<tr>
<td>Soils report</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Survey</td>
<td>5,000</td>
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<tr>
<td>Marketing</td>
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<tr>
<td>Hazard &amp; liability insurance</td>
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<tr>
<td>Real property taxes</td>
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<tr>
<td>Personal property taxes</td>
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<tr>
<td>Tenant Relocation</td>
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<tr>
<td>FF&amp;E</td>
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<tr>
<td>El Paso Electric</td>
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**Subtotal Soft Cost**

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### FINANCING:

#### CONSTRUCTION LOAN(S)

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<tbody>
<tr>
<td>Interest</td>
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<tr>
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<td>Title &amp; recording fees</td>
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<tr>
<td>Closing costs &amp; legal fees</td>
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<td>35,000</td>
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<tr>
<td>Inspection fees</td>
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<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lender due diligence</td>
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<tr>
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#### PERMANENT LOAN(S)

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<tr>
<td>Title &amp; recording fees</td>
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<tr>
<td>Closing costs &amp; legal</td>
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</tr>
<tr>
<td>Bond premium</td>
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<tr>
<td>Credit report</td>
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<tr>
<td>Discount points</td>
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#### BRIDGE LOAN(S)

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<tr>
<td>Loan origination fees</td>
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<tr>
<td>Title &amp; recording fees</td>
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</tr>
<tr>
<td>Closing costs &amp; legal</td>
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<td>SOFT COSTS3</td>
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<td>Architectural - Design fees</td>
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<td>Architectural - Supervision fees</td>
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<tr>
<td>Engineering fees</td>
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<tr>
<td>Real estate attorney/other legal fees</td>
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<tr>
<td>Accounting fees</td>
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<tr>
<td>Impact Fees</td>
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**Subtotal Soft Cost**

$1,202,500 $0 $1,017,500

**FINANCING:**

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<tr>
<td>Closing costs &amp; legal fees</td>
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<td>35,000</td>
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<tr>
<td>Inspection fees</td>
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<td>15,000</td>
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<tr>
<td>Credit Report</td>
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<tr>
<td>Discount Points</td>
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<tr>
<td>Lender due diligence</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<tr>
<th>PERMANENT LOAN(S)</th>
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<tbody>
<tr>
<td>Loan origination fees</td>
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<td>17,000</td>
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<tr>
<td>Title &amp; recording fees</td>
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<td></td>
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<tr>
<td>Closing costs &amp; legal</td>
<td>15,000</td>
<td>15,000</td>
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<tr>
<td>Bond premium</td>
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<td>Credit enhancement fees</td>
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<td>Prepaid MIP</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BRIDGE LOAN(S)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>50,700</td>
<td></td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td>146,491</td>
<td>109,868</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>35,000</td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$1,075,231</td>
<td>$0</td>
</tr>
</tbody>
</table>

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>167,500</td>
<td>167,500</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>1,597,312</td>
<td>1,169,587</td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$1,764,812</td>
<td>$0</td>
</tr>
</tbody>
</table>

### RESERVES

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>214,442</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$214,442</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Any existing reserve amounts should be listed on the Schedule of Sources.**

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$214,442</td>
<td>$0</td>
<td>$0</td>
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</tbody>
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**TOTAL HOUSING DEVELOPMENT COSTS**

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$1,075,231</td>
<td>$0</td>
<td>$786,898</td>
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<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$1,764,812</td>
<td>$0</td>
<td>$1,337,087</td>
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<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$214,442</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td><strong>TOTAL HOUSING DEVELOPMENT COSTS</strong></td>
<td>$15,583,213</td>
<td>$0</td>
<td>$10,251,004</td>
</tr>
</tbody>
</table>

The following calculations are for HTC Applications only.

**Deduct From Basis:**

- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units §42(d)(5)
- Historic Credits (residential portion only)

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Eligible Basis</strong></td>
<td>$0</td>
<td>$10,251,004</td>
</tr>
<tr>
<td><strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td></td>
<td>130%</td>
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<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td>$0</td>
<td>$13,326,305</td>
</tr>
<tr>
<td><strong>Applicable Fraction</strong></td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td><strong>Total Qualified Basis</strong></td>
<td>$13,326,305</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Applicable Percentage</strong></td>
<td></td>
<td>9.00%</td>
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</table>

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Credits Supported by Eligible Basis</strong></td>
<td>$1,199,367</td>
<td>$0</td>
<td>$1,199,367</td>
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**Credit Request** (from 17.Development Narrative)

<table>
<thead>
<tr>
<th>Cost Request</th>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,199,367</td>
<td></td>
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</tr>
</tbody>
</table>

**Requested Score for 11.9(e)(2)**

<table>
<thead>
<tr>
<th>Requested Score</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that the figure is not rounding down to the maximum dollar figure to support the elected points.

**Name of contact for Cost Estimate:**

Noah Freiberg, Pennrose LLC

**Phone Number for Contact:**

267-386-8673

**If a revised form is submitted, date of submission:**

3/1/2019
2019 HTC Full Application

Part 4 Tab 31

Financing Narrative and Summary of Sources and Uses
## Sources of Funds and Financing Narrative

Information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

### RESERVES

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent-up - existing reserves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Reserves</td>
<td>$214,442</td>
<td></td>
</tr>
</tbody>
</table>

*Any existing reserve amounts should be listed on the Schedule of Sources.*

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>PNC Construction/Bridge Loan</td>
<td>$8,200,000</td>
<td>Conventional Loan</td>
</tr>
<tr>
<td>Hunt Mortgage</td>
<td>$1,700,000</td>
<td>5.50%</td>
</tr>
<tr>
<td>Paisano Housing Redevelopment</td>
<td>$966,000</td>
<td>Private Loan</td>
</tr>
<tr>
<td>Paisano Housing Redevelopment</td>
<td>$1,600,000</td>
<td>Private Loan</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PNC Tax Credit Capital</td>
<td>$1,199,367</td>
<td>HTC</td>
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</table>

### Grant

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>§11.9(d)(2) LPS Contribution</td>
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<td></td>
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</tbody>
</table>

### Deferred Developer Fee

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deferred Fee</td>
<td>$1,197,984</td>
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</tbody>
</table>

### Other

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total Sources of Funds

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$14,722,253</td>
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</tbody>
</table>

### Total Uses of Funds

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,583,213</td>
<td></td>
</tr>
</tbody>
</table>
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

The project will be financed with a construction/bridge loan, converting into a Freddie Mac forward at stabilized occupancy. Tax Credit equity, a Seller Note and a Gap Loan complete the financing sources.

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.

Replacement reserves are $250 pupa, as required by financing partners and shown in the Operating Expenses.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

The project will be 100% RAD units, with operating subsidy provided by the Department of Housing and Urban Development. The Financing Plan for the property will be submitted to the RAD office once a tax credit award is received. HUD has already approved the units transferring into the property as part of HACEP’s RAD portfolio conversion.

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.

Joshua Reiss
Joshua.Reiss@HuntCompanies.com
March 1, 2019

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Telephone: 212-317-5747
Email address: Joshua.Reiss@HuntCompanies.com

If a revised form is submitted, date of submission: 2/28/2019
2019 HTC
Full Application

Part 4 Tab 32

Multifamily Direct Loan
Financial Capacity

NA
2019 HTC
Full Application

Part 4 Tab 33

Multifamily Direct Loan
Match Funds

NA
Finance Scoring (for Competitive HTC Applications ONLY)

Self Score Total: 93

1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding:
City of El Paso

- 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.
- 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.
- The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

Total Points Claimed: 1

2. Financial Feasibility (§11.9(e)(1))

- Eligible Pro-Forma and letter stating the Development is financially feasible. 0
- Eligible Pro-Forma and letter stating Development and Principals are acceptable. 18

Total Points Claimed: 18

3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))

- Percent of Units restricted to serve households at or below 30% of AMGI 10.00%
- HTC funding request as a percent of Total Housing Development Cost 7.70%

Eligibility for points:
- Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding 3
- Housing Tax Credit Request 3
- Housing Tax Credit Request 2
- Housing Tax Credit Request 1

* Be sure no more than 50% of Developer fees are deferred.

Total Points Claimed: 3
Supporting Documents Should be Included Behind this Tab

**ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES**

- [x] Executed Pro Forma from Permanent or Construction Lender
- [x] Letter from lender regarding approval of Principals (consistent with Template)
- [x] Evidence of all Permanent and Construction Financing (term sheets, loan agreements)

**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
- [x] Evidence of any Owner Contributions, with financial support if required
- [x] Evidence of Equity Financing (HTC applications only)
- [na] 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)]
- [x] Evidence of Rental Assistance/Subsidy
2019 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Construction and Permanent Financing Letters
and
Gap Financing and/or Owner Contributions
March 1, 2019

Gerald Cichon
Chief Executive Officer
EP Patriot Place, LP
5300 E. Paisano Dr.
El Paso, TX 79905

Re: Nuestra Senora 9% Project
El Paso, TX

Dear Mr. Cichon,

The following is a Summary of Terms for the proposed loan of the Subject Property.

Program: Freddie Mac 9% Unfunded Forward

Loan Amount: $1,700,000

Interest Rate: The final interest rate will be fixed at rate lock and upon execution by Borrower of a funding Commitment pursuant to the applicable Program. As of March 1, 2019, the estimated interest rate is 5.50%, for an indicated spread of 285bps over the yield on the 10-year United States Treasury Securities. The final interest rate will be established at the time of rate lock. Interest rates and spreads, quoted or implied herein, are based on current market conditions and are subject to change based on investor needs and treasury market fluctuations.

Accrual Method: Interest is payable monthly based on a 360-day year and a 30-day month (30/360).

Forward Term: 24 months. One free six-month extension

Term: 180 months (15 Years)

Amortization: 420 months (35 Years)

Interest Only: N/A

Loan to Value Ratio: A loan-to-value (“LTV”) ratio of 90% subject to pricing changes, shall apply based an appraised “as-renovated & as-stabilized” value acceptable to Lender.

DSCR: A debt service coverage ratio (“DSCR”) of not less than 1.15x (amortizing) shall apply as determined by Lender.

Prepayment Plan: Yield maintenance premium shall apply to prepayment in full of the loan for the first 14.5 years of the loan term (1% minimum during yield maintenance period), and 1% thereafter. No premium due during the last 90 days of the loan term.
No partial prepayment or defeasance is permitted under the loan documents.

**Fees**

**Application Fee:** $30,000 due at time of formal application. This includes a $3,500 processing fee that is non-refundable. The balance of the funds will be used for third party reports.

**Freddie Mac Application Fee:** $3,000 (Greater of $3,000 or 0.10% of the final loan amount), payable within 48 hours of Lender’s notification to borrower.

**Legal Fee Deposit:** $10,000 total, due at acceptance of application. Legal Fee Deposit will be applied and used towards payment of legal fees due to Lender’s counsel.

**Lender Origination Fee:** 1.0% of the Loan Amount, earned upon acceptance of Commitment, payable at Closing.

**Delivery Assurance Fee:** 5.00% of the loan amount, due at Rate Lock and payable by Borrower in cash or by a demand promissory note executed by Borrower in favor of Hunt Mortgage Partners, LLC. The Delivery Assurance Fee will be refunded after conversion to the permanent phase upon funding of the Loan by Freddie Mac, which normally occurs within two to three weeks after conversion.

**Forward Commitment Fee:** At the time the commitment is accepted and Applicant instructs Lender to rate lock, two percent (2.00%) of the Loan Amount must have been wired to Hunt to be held as the Forward Commitment Fee pursuant to the commitment. The Forward Commitment Fee will be refunded upon funding of the Loan by Freddie Mac, which normally occurs within two to three weeks after conversion.

**Assumability:** The Loan is assumable at the discretion of the Lender and Freddie Mac with payment of a 1% transfer fee, and a non-refundable fee of $15,000. Applicant shall pay all costs of Freddie Mac’s and Lender’s legal counsel involved with closing the assumption.

**Security:** First Mortgage

**Special Terms and Conditions:**

1. Subsequent to the closing of the Loan, Freddie Mac will require regular financial reporting from the Borrower outlining the Property’s financial performance.

2. Loan is subject to all Freddie Mac 9% Unfunded Forward Loan program requirements.

3. Subordinate debt is subject to all standard Freddie Mac requirements including but not limited to execution of Freddie Mac subordination documents and payment out of 75% of available cash flow after debt service.

4. The Subject Property will also be encumbered by LURAS. The LURAS will be reviewed and underwritten accordingly.

5. Hunt Real Estate Capital has conveyed to the client that any loan is subject to an acceptable appraisal, ordered by Lender, in accordance with Freddie Mac requirements.
6. Hunt Real Estate Capital has conveyed to the borrower that any proposed ground leases, PILOT, special assessments and/or ad valorem taxes must be underwritten in accordance with Freddie Mac requirements.

7. Hunt Real Estate Capital has conveyed to the borrower that the complete construction plans, timeline and scope of rehabilitation with projected costs must be reviewed and approved by the Lender and Freddie Mac.

8. The proposed construction of the property is anticipated to be completed within 24 months of the loan closing.

9. Freddie Mac’s and Hunt Real Estate Capital’s standard construction monitoring processes and requirements will apply, including and not limited to (i) Monthly third party inspection reports, (ii) Quarterly operating statements, rent rolls, and covenant compliance (DSCR covenant compliance and other covenants as applicable), (iii) Lender Servicer to verify appropriate Builders Risk Insurance policy is in place, (iv) Lender Servicer to receive copies of all building permits and Certificates of Occupancy, (v) Lender Servicer will review and confirm that all State licensing requirements are met, (vi) Lender Servicer will receive evidence of lien free completion including an updated title endorsement.

10. Insurance will be subject to Freddie Mac requirements and if required, earthquake insurance will be included in the final policy/premium.

11. The attached 15-year pro forma was prepared by Pennrose Properties, LLC for Nuestra Senora located in El Paso, TX. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Hunt Real Estate Capital’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

12. Additionally, we have performed a preliminary review of the credit worthiness of Pennrose Properties, LLC and its Principals. At this time, Hunt Real Estate Capital has no reservations with Pennrose Properties, LLC or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.”

Final Loan pricing and structure are expressly contingent upon approval by Freddie Mac. This is a term sheet for a Freddie Mac 9% Unfunded Forward Loan; this letter constitutes conditional commitment and offer to lend on the part of Hunt Real Estate Capital. The final loan amount and terms will be based upon review of the third party reports and Hunt Real Estate Capital’s internal underwriting. A final commitment will be dependent upon satisfactory review of all due diligence and final credit approval by all appropriate parties (Hunt Real Estate Capital and Freddie Mac). The final fees will be determined based upon the final loan amount.

Very truly yours,

Hunt Mortgage Partners LLC

[Signature]

Joshua Reiss
Vice President
## INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
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<td>$482,354</td>
<td>$492,001</td>
<td>$501,841</td>
<td>$511,878</td>
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<td>$623,976</td>
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<tr>
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<td>$11,016</td>
<td>$11,236</td>
<td>$11,461</td>
<td>$11,690</td>
<td>$12,907</td>
<td>$14,250</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
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<td>$493,370</td>
<td>$503,237</td>
<td>$513,302</td>
<td>$523,568</td>
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<tr>
<td>Rental Concessions</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$459,511</td>
<td>$468,701</td>
<td>$478,075</td>
<td>$487,637</td>
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<td>$549,158</td>
<td>$606,315</td>
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<tr>
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<th>YEAR 3</th>
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Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission:

2/28/2019
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*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).*

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<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
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<tr>
<td>Debt</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>-</td>
<td>0.00%</td>
<td>30</td>
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<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
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<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
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<td>0.00%</td>
<td>-</td>
<td>0.00%</td>
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<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
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<td>0.00%</td>
<td>-</td>
<td>0.00%</td>
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<tr>
<td>PNC Construction/Bridge Loan</td>
<td>Conventional Loan</td>
<td>$8,200,000</td>
<td>4.50%</td>
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<tr>
<td>Hunt Mortgage</td>
<td>Conventional Loan</td>
<td>$1,700,000</td>
<td>5.50%</td>
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<td>15</td>
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<tr>
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<td>Private Loan</td>
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<td>Private Loan</td>
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<td>Deferred Fee</td>
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<td>Other</td>
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<td>-</td>
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<td></td>
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<td>Total Uses of Funds</td>
<td>$15,583,213</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Note:** Additional columns for Lien Position, Loan/Equity Amount, Interest Rate, Amortization, Term, and Syndication Rate are included for each funding source.
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).

The project will be financed with a construction/bridge loan, converting into a Freddie Mac forward at stabilized occupancy. Tax Credit equity, a Seller Note and a Gap Loan complete the financing sources.

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.

Replacement reserves are $250 pupa, as required by financing partners and shown in the Operating Expenses.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

The project will be 100% RAD units, with operating subsidy provided by the Department of Housing and Urban Development. The Financing Plan for the property will be submitted to the RAD office once a tax credit award is received. HUD has already approved the units transferring into the property as part of HACEP’s RAD portfolio conversion.

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.

Joshua Reiss
Printed Name
March 1, 2019
Date

Signature, Authorized Representative, Construction or Permanent Lender

Telephone: 212-317-5747

Email address: Joshua.Reiss@HuntCompanies.com
March 1, 2019

Via email

Satish Bhaskar
Housing Authority of the City of El Paso
5300 E Paisano Drive
El Paso, TX 79905

Richard Barnhart
Pennrose Holdings, LLC

Re: Montana Manor, El Paso, Texas

Dear Mr. Bhaskar & Mr. Barnhart:

I am pleased to provide you with PNC Bank’s (the "Lender") proposal to provide a $1,700,000 Construction Loan and a $6,500,000 Bridge Loan for Montana Manor, a 90 unit new construction, affordable housing development to be located in El Paso, El Paso County, Texas, subject to the following terms and conditions.

In addition, the attached 15-year pro forma was prepared by the JC Development Consulting for Montana Manor located in El Paso, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on PNC Bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

Additionally, we have performed a preliminary review of the credit worthiness of Paisano Housing Redevelopment Corp and Pennrose, LLC and its Principals. At this time, PNC Bank has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

Borrower
EP Montana Manor, LP a Texas limited partnership (the "Borrower").

Lender
PNC Bank, National Association and its successors and assigns (the “Lender” or “PNC”).

Guarantors
Joint and several guarantees of completion and repayment and of obligations under the Interest Rate Lock Agreement shall be provided by the General Partner(s), Paisano Housing Redevelopment Corporation (PHRC) and Pennrose Holdings, Inc., or other individuals or entities acceptable to PNC (the "Guarantor(s)"). The Developer shall provide a guarantee of lien free completion.
Montana Manor (the “Project”), a 90-unit apartment project to be located in El Paso, El Paso County, Texas. The Project is being constructed under the Low Income Housing Tax Credit Programs. All of the residential rental units in the Project will serve families making 60% or less of the area median income.

Facilities

Bridge Loan: $6,500,000  
Construction Loan: $1,700,000

Loan Term

The Construction and Bridge Loans will have a term of up to twenty-four (24) months. Subject to approval by PNC, one six-month extension period for the Construction and Bridge Loans.

Interest Rates

Interest during the term of the Construction and Bridge Loan shall accrue at Daily LIBOR plus 225 basis points (2.25%). Interest on borrowings is calculated on an actual number of days elapsed over a year consisting of 360 days and is payable monthly in arrears.

The interest rate for the Term Loan (the "Term Note Rate") shall be fixed upon execution of a rate lock agreement (the "Rate Lock Agreement") or, if there is no rate lock agreement, upon closing of the Credit Facility. The Term Note Rate will be a fixed interest rate determined by the Lender in its sole discretion. Interest shall be computed on the basis of the actual number of days elapsed over a year consisting of 360 days.

Commitment Fees

Construction Loan: 1.00% of the Loan Amount  
Bridge Loan: 0.50% of the Loan Amount

Collateral

The Construction shall be secured by (a) a first priority fee mortgage and first priority perfected security interest on the land associated with the Project and all improvements to be constructed thereon, (b) a first priority assignment of leases, rents and income from the Project, (c) a first priority perfected assignment of the construction contract, subcontracts, architectural agreements, plans and specifications, permits and all other construction-related documents and (d) a first priority perfected security interest in the cash collateral account and all other assets of the Borrower related to the Project.

The Bridge Loan shall be secured by a Funding Agreement providing for a date certain repayment of the Bridge Loan and an assignment of capital contributions from the investment limited partner. In addition to the Funding Agreement, the Bridge Loan shall be secured by: a) a second priority perfected assignment of the construction contract, subcontracts, architectural agreements, plans and specifications, permits and all other construction-related documents (b) a second priority perfected security interest in all other assets of the Borrower related to the Project, (c) an assignment of partnership interests in the Borrower, and (d) a mortgage on the Project, if required by PNC.
Additional Funding Sources

Additional sources of funding include but are not limited to: A $1,700,000 permanent mortgage; PHRC funds totaling $2,566,000 and deferred developer fee of $284,136. 

$966,000 + $1,600,000 = $2,566,000

Sincerely:

PNC Bank, National Association

______________________________
Robert Dicks
Vice President

Date: March 1, 2019
## INCOME

<table>
<thead>
<tr>
<th>Year</th>
<th>Potential Gross Annual Rental Income</th>
<th>Secondary Income</th>
<th>Provision for Vacancy &amp; Collection Loss</th>
<th>Rental Concessions</th>
<th>Effective Gross Annual Income</th>
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<tbody>
<tr>
<td>Year 1</td>
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<td>($24,185)</td>
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<td>($24,668)</td>
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<td>$468,701</td>
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<td>Year 3</td>
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<td>($25,162)</td>
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<td>($25,665)</td>
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<td>($26,178)</td>
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<td>$497,390</td>
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<tr>
<td>Year 10</td>
<td>$565,154</td>
<td>$12,907</td>
<td>($28,903)</td>
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<td>$549,158</td>
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<td>Year 15</td>
<td>$623,976</td>
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Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Phone: 503-453-5332
Email: robert.dicks@pnc.com

Date: 3/1/2019

If a revised form is submitted, date of submission: 2/28/2019
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<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td>Debt</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
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<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
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<td>0.00%</td>
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<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
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<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
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<td>0.00%</td>
<td>-</td>
<td>-</td>
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<tr>
<td>PNC Construction/Bridge Loan</td>
<td>Conventional Loan</td>
<td>$8,200,000</td>
<td>4.50%</td>
<td>1st</td>
<td></td>
</tr>
<tr>
<td>Hunt Mortgage</td>
<td>Conventional Loan</td>
<td>$1,700,000</td>
<td>5.50%</td>
<td>35</td>
<td>15</td>
</tr>
<tr>
<td>Paisano Housing Redevelopment</td>
<td>Private Loan</td>
<td>$966,000</td>
<td>3.00%</td>
<td>2nd</td>
<td>$966,000</td>
</tr>
<tr>
<td>Paisano Housing Redevelopment</td>
<td>Private Loan</td>
<td>$1,600,000</td>
<td>3.00%</td>
<td>3rd</td>
<td>$1,600,000</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>PNC Tax Credit Capital</td>
<td>HTC $1,199,367</td>
<td>$2,758,269</td>
<td>$11,033,077</td>
<td>0.92</td>
</tr>
<tr>
<td>Grant</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$1,197,984</td>
<td>$284,136</td>
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<tr>
<td>Deferred Developer Fee</td>
<td>Deferred Fee $1,197,984</td>
<td>$284,136</td>
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<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td>$1,199,367</td>
<td>$2,758,269</td>
<td>$11,033,077</td>
<td>0.92</td>
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</tbody>
</table>

Total Sources of Funds: $14,722,253
Total Uses of Funds: $15,583,213
February 28, 2019

EP Montana Manor, LP
5300 E. Paisano
El Paso, TX 79905

Re: Seller’s Note Commitment Letter for EP Montana Manor, LP

To Whom it May Concern:

The Housing Authority of the City of El Paso (HACEP) commits to a Sellers Note in the amount of up to $966,000 for the EP Montana Manor, LP development of the Nuestra Senora Apartments. The note will be in the form of a cash-flow contingent, non-amortizing loan which carries an interest rate of 3.00% to EP Montana Manor, LP. The loan will have a term of 50 years.

Sincerely,

[Signature]

Satish Bhaskar
Chief Operating Officer, Housing Authority of the City of El Paso, Texas
5300 E. Paisano Dr.
El Paso, TX 79905
Phone: (915) 849-3730
Email: sbhaskar@hacep.org
February 28, 2019

EP Montana Manor, LP
5300 E. Paisano
El Paso, TX 79905

Re: Gap Loan Commitment Letter for EP Montana Manor, LP

To Whom it May Concern:

The Paisano Housing Redevelopment Corporation (PHRC), a subsidiary of the Housing Authority of the City of El Paso (HACEP), commits to a Gap Loan in the amount of up to $1,600,000 for the EP Montana Manor, LP construction of the Nuestra Señora Apartments. The note will be in the form of a cash-flow contingent, non-amortizing loan which carries an interest rate of 3.00% to the EP Montana Manor, LP. The loan will have a term of 50 years.

Sincerely,

[Signature]

Satish Bhaskar
Chief Operating Officer, Housing Authority of the City of El Paso, Texas
5300 E. Paisano Dr.
El Paso, TX 79905
Phone: (915) 849-3730
Email: sbhaskar@hacep.org
August 6, 2019

EP Montana Manor, LP
5300 E. Paisano
El Paso, Texas 79905

Re: Gap Loan Commitment Letter for EP Montana Manor, LP

To Whom it May Concern:

The Housing Authority of the City of El Paso (HACEP), commits to a Gap Loan in the amount of up to $1,600,000 for the EP Montana Manor, LP construction of the Nuestra Senora Apartments.

The note will be in the form of cash-flow contingent, non-amortizing loan which carries an interest rate of 3.00% to the EP Montana Manor, LP. The loan will have a term of 50 years.

Sincerely,

Satish Bhashkar
Executive Vice President/
Chief Financial Officer
Supporting Documents:
  Equity Letter
March 1, 2019

Via E-Mail

Satish Bhaskar
Housing Authority of the City of El Paso
5300 E Paisano Drive
El Paso, TX 79905

Richard Barnhart
Pennrose Holdings, LLC

Re: EP Montana Manor, LP (the "Partnership")
    Nuestra Senora Apartments (the "Property")

Dear Mr. Bhaskar & Mr. Barnhart:

Thank you for the opportunity to present this letter of intent to make an equity investment in your Partnership. This letter of intent outlines certain terms and conditions that will be the basis of the Partnership agreement (the “Partnership Agreement”) to be entered into by and among an equity fund sponsored by PNC Bank, National Association (“PNC”) as the limited partner (the “Investment Limited Partner”), another affiliated corporation as the investment special limited partner (the “Investment Special Limited Partner”), and Paisano Nuestra Senora GP, LLC as the general partner of the Partnership (the “General Partner”) and Pennrose Montana Manor, LLC as the special limited partner (“Special Limited Partner”). In the event the project owner is a limited liability company, the term “Partnership” shall mean “Company”, the term “General Partner” shall mean “Managing Member”, and the term “Limited Partner” shall mean “Investment Member.”

Based on the information you provided to us, we have prepared this letter of intent under the following terms and assumptions:

1. **PARTNERSHIP TAX CREDITS**
   
   Annual Forecasted Tax Credit $1,199,367

2. **FORECASTED TAX CREDIT FLOW**
   
   Total Tax Credits to the Partnership: $11,993,670

   The development period is expected to be:
   
   Construction Start January 1, 2020
3. CAPITAL CONTRIBUTIONS TO THE PARTNERSHIP

A. Assuming the foregoing assumptions are accurate and subject to the terms set forth in this letter of intent and the Partnership Agreement, the Investment Limited Partner agrees to make capital contributions to the Partnership in an amount equal to 92% of 99.99% of the total forecasted tax credit (the “Capital Contribution”). The Capital Contribution is expected to be $11,033,077 payable in installments. Each installment is due within five (5) business days of the Investment Limited Partner’s receipt and approval of documentation evidencing the satisfaction of the installment’s and previous installments’ conditions as follows:

$2,758,269 or 25% (the “First Installment”) upon the latest of:
   i) fully executed Partnership Agreement,
   ii) the Project and Partnership due diligence documents including but not limited to (a) valid tax credit reservation/allocation, (b) carryover allocation and written certification from an independent accountant/ of carryover basis and backup documentation evidencing costs, if applicable, (c) an owner’s title insurance policy or an endorsement thereto issued to the Partnership meeting the requirements of Condition 8(G), (d) fully executed construction loan closing documents, (e) valid written commitment from the permanent lender, and (f) proper issuance of building permits and all regulatory approvals necessary for construction start,
   iii) the General Partner’s attorney opinion letter,
   iv) a tax opinion issued by the Investment Limited Partner’s counsel, and
   v) if applicable, Part I approval of the Historic Rehabilitation from the U.S. Department of the Interior.

Note: The First Installment shall be funded in monthly disbursements following the achievement of the above benchmarks and upon receipt of draw request documentation in form and content acceptable to the Investment Limited Partner.

$6,068,192 or 55% (“the Second Installment”) upon the latest of:
   i) Satisfaction of all conditions of the First Installment,
   ii) lien-free construction completion,
   iii) full disbursement of the construction financing less required retainage,
   iv) verification that the Partnership and Project are covered by insurance,
   v) the final development cost and qualified basis certification prepared by an accountant/CPA,

$1,654,962 or 15% (“the Third Installment”) upon the latest of:
   i) Satisfaction of all conditions of the Third Installment,
   ii) verification that the Partnership and Project are covered by insurance,
   iii) 90% physical occupancy by tax credit qualified tenants,
   iv) 100% initial occupancy of 100% of the units by tax credit qualified tenants,
   v) permanent mortgage loan commencement or conversion,
vi) achievement of debt service coverage ratio evidencing that three (3) consecutive full months of 1.15 debt service coverage have been achieved as certified by an independent accountant, and

vii) evidence of filing for the IRS Form(s) 8609.

$551,654 or 5% (the “Final Installment”) upon the latest of:

i) Satisfaction of all conditions of the Third Installment,

ii) IRS Form(s) 8609 for each building and an executed and a recorded copy of the Regulatory Agreement, and

iii) a copy of the federal income tax return of the Partnership for the Partnership fiscal year in which break-even operation has occurred.

Final installment condition ii) to be reviewed relative to the potential for adjustment by the state allocating agency.

B. The Capital Contribution shall be applied by the Partnership to pay direct development costs, to fund operating reserves in an amount(s) to be determined by PNC during its due diligence review, and to pay a portion of the development fee. To the extent the Capital Contribution or net cash flow is not sufficient to pay the full Development Fee within ten years of the construction completion date, the General Partner shall be obligated to contribute capital to the Partnership to enable the Partnership to pay the remaining balance.

4. FINANCING

The General Partner(s) shall provide to PNC for its review and approval, copies of any grant agreements, loan commitments or financing documents for all financing sources. All of the financing sources listed below are assumed to be from qualified commercial lenders and qualify for the 9% tax credit applicable percentage except for certain soft, non-foreclosable financing, which shall be funded at closing. All interim financing sources shall be committed and closed prior to admission of PNC to the Partnership.

### Construction Source(s)

<table>
<thead>
<tr>
<th>Lender</th>
<th>Amount</th>
<th>Index</th>
<th>Spread</th>
<th>Rate</th>
<th>Funding-Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paisano Housing Redevelopment</td>
<td>$966,000</td>
<td>1-mo LIBOR</td>
<td>0%</td>
<td>3.00%</td>
<td>Draw</td>
</tr>
<tr>
<td>Paisano Housing Redevelopment</td>
<td>$1,600,000</td>
<td>1-mo LIBOR</td>
<td>0%</td>
<td>3.00%</td>
<td>Draw</td>
</tr>
<tr>
<td>PNC Bank Bridge Loan</td>
<td>$6,500,000</td>
<td>1-mo LIBOR</td>
<td>2.25%</td>
<td>4.50%</td>
<td>Draw</td>
</tr>
<tr>
<td>PNC Bank Construction Loan</td>
<td>$1,700,000</td>
<td>1-mo LIBOR</td>
<td>2.25%</td>
<td>4.50%</td>
<td>Draw</td>
</tr>
</tbody>
</table>

### Permanent Source(s)

<table>
<thead>
<tr>
<th>Lender</th>
<th>Cash Flow</th>
<th>Amount</th>
<th>Rate</th>
<th>Term</th>
<th>Amort</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hunt Mortgage</td>
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<td>$1,700,000</td>
<td>5.50%</td>
<td>180 mos</td>
<td>420 mos</td>
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<tr>
<td>Paisano Housing Redevelopment</td>
<td>YES</td>
<td>$966,000</td>
<td>3.00%</td>
<td>600 mos</td>
<td>NA</td>
</tr>
<tr>
<td>Paisano Housing Redevelopment</td>
<td>YES</td>
<td>$1,600,000</td>
<td>3.00%</td>
<td>600 mos</td>
<td>NA</td>
</tr>
</tbody>
</table>
5. DISTRIBUTION OF NET CASH FLOW

A. Net cash flow, generated by the Project after payment of operating expenses, debt service and replacement reserve deposits, shall be distributed annually within 60 days following year-end, as follows:

Through the end of the fiscal year beginning in the first year of operations, 100% of the net cash flow shall be paid first to the Developer as payment of any deferred development fee and then to the General Partner as a non-cumulative partnership management fee.

Then, for each year thereafter:

i) To the Investment Limited Partner as a cumulative investor services fee in an amount to be determined during underwriting;

ii) To the Investment Limited Partner as reimbursement for any unpaid investor services fees or for any other fees, debts, and liabilities owed to the Investment Limited Partner;

iii) To the replenishment of the Operating Reserve Account to the extent it drops below a minimum amount determined during underwriting;

iv) To the developer as payment of the Development Fee until the Development Fee has been paid in full;

v) To the General Partner as payment of a non-cumulative partnership management fee in an amount to be determined during underwriting;

vi) To the Investment Limited Partner, to the extent that any Partnership taxable income is allocated to the Investment Limited Partner in any year, cash flow equal to 40% of the taxable income;

vii) To the General Partner as payment of a non-cumulative incentive partnership management fee in an amount to be determined during underwriting; and

viii) Finally, any remaining net cash flow shall be distributed 90% to the General Partner and 10% to the Investment Limited Partner.

There are no additional fees beyond those listed above.

6. DISTRIBUTION OF NET CASH PROCEEDS UPON SALE OR REFINANCING

A. Net cash proceeds upon sale or refinancing shall be distributed in the following order:

i) To the payment of all debts and liabilities of the Partnership, excluding those owed to Partners, and to the establishment of any required reserves;

ii) To the payment of any fees, debts, and liabilities owed to the Investment Limited Partner;

iii) To the General Partner, an amount equal to 3% of the gross sales price of the Project, if the transaction involves a sale to a third party in an arm’s length transaction;

iv) To the payment of any fees, debts, and liabilities owed to the General; and
v) The balance, 10% to the General Partner, 89.99% to the Investment Limited Partner, and 0.01% to the Special Limited Partner.

B. Option and Right of First Refusal

i. For a period of one year following the end of the 15-year Compliance Period, the General Partner shall be granted an option and right of first refusal to purchase the Project. The purchase price shall be established in conformance with the requirements of the Internal Revenue Code, and shall include all fees, debts and obligations owed to the ILP or its affiliates.

ii. At any time after the expiration of the compliance period and Option and Right of First Refusal period, PNC may commence marketing the Project. If PNC receives a bona fide offer to purchase the Project, PNC will forward a copy of the offer to the General Partner. If the General Partner chooses to refuse the offer, the General Partner will purchase the Investment Limited Partner’s interest for a purchase price equal to the net proceeds the Investment Limited Partner would receive pursuant to Section 5 if the offer had been accepted.

7. DISTRIBUTION OF BENEFITS

Profits, losses and tax credits will be allocated 99.99% to the Investment Limited Partner based on the percentage of limited partner interest to be acquired. In the first year of operations when 100% of the net cash flow is paid to the Developer or General Partner, any taxable income will be allocated to the General Partner.

8. GENERAL PARTNER OBLIGATIONS

A. Construction Completion Obligations

The General Partner and developer shall unconditionally guarantee lien-free construction completion of all improvements substantially in accordance with the approved plans and specifications. The General Partner and developer shall fund any development cost overruns through permanent loan(s) commencement/conversion.

The General Partner shall provide copies of each draw request, change orders and all supporting documentation to the Investment Limited Partner simultaneously with submission to the construction lender. The Investment Limited Partner shall have the right to approve change orders in excess of amounts to be determined during due diligence. The construction contract shall be a fixed price contract and the general contractor shall be bonded in a manner satisfactory to the Investment Limited Partner or a letter of credit shall be provided in a minimum amount to be set during the due diligence review.

B. Operating Deficit Guaranty

The General Partner shall guarantee the funding of any operating deficits for operating or fixed costs in an amount and for a certain period both of which are to be determined during the due diligence review.

C. Operating & Guarantee Reserve Account

The Partnership shall establish an operating reserve account in the amount of $214,442. The reserve is anticipated to include 6 months of debt service and expenses units.
D. Replacement Reserve Account  
The Partnership shall deposit monthly into a replacement reserve account in the amount of $1,875 (the “Replacement Reserve Account”). The Replacement Reserve Account shall be used for the replacement of major capital improvements, and disbursements shall require annual notification of anticipated expenditures and prior written approval of unanticipated expenditures.

E. Tax Credit Adjustments  
   i) If the annual actual tax credits allocated on the Carryover Allocation or Form(s) 8609 is less than the forecasted tax credits stated in Section 1, then the Capital Contribution shall be reduced in an amount equal to the total tax credit shortfall to the Investment Limited Partner multiplied by the price paid for the tax credits divided by 0.92 (a “Reduction Amount”).

   ii) If the annual actual tax credits allocated on Form(s) 8609 is greater than the forecasted tax credits stated in Section 1 (the “Additional Credit”), then the Capital Contribution shall be increased in an amount equal to the Additional Tax Credit allocated to the Investment Limited Partner multiplied by the price paid for the tax credits and paid pro rata over the remaining Installments. This adjustment shall be limited to 10% of the Capital Contribution or available funds.

   iii) If the amount of actual tax credit in any year after construction completion is less than the amount of forecasted tax credit in Section 2 (except for reasons stated in item 7(E)(i) above), the Capital Contribution shall be reduced by an amount equal to the tax credit shortfall amount multiplied by the price paid for the tax credits divided by 0.90, plus the amount of any recapture, interest and penalty (a “Reduction Amount”).

   iv) If the Reduction Amount cannot be paid from the Capital Contribution, the General Partner shall pay the Reduction Amount. Reduction Amounts not paid upon demand shall accrue interest at the prime rate as published in the Wall Street Journal plus 4%.

   v) If the Project is not placed in service by the Completion Date referenced in Section 2, the total original price paid for any historic tax credit, if applicable shall be reduced by an amount determined during the due diligence review.

F. Net Worth and Guarantee Requirements  
The General Partner shall maintain a net worth in a minimum amount to be determined during underwriting as well as any additional parameters determined by PNC’s Acquisition Review Committee, or all obligations of the General Partner will be unconditionally guaranteed by one or more individuals (the “Guarantor”) with a minimum net worth necessary to meet the conditions as stated above.

9. CONDITIONS  
A. Project  
The Project will be a 90-unit, rehab construction development for families located in El Paso, El Paso County, Texas.

B. Tax Credit Allocation  
The Partnership may elect to defer the use of tax credits for any individual building which is not 100% tax credit qualified by December 31 of the year in which it is placed in service, at the Investment Limited Partner’s discretion. The Tax Credit rate shall be locked at the credit
reservation, bond allocation or carryover allocation date or the earliest date allowed by the state agency.

C. Tax Credit Occupancy
The Partnership must comply with the 40/60 minimum set-aside test (a minimum of 40% of the units must be rented to tenants with incomes less than 60% of area median, adjusted for family size). To generate the full annual tax credits as stated in Section 1, 100.00% of the units must be tax credit qualified.

D. Construction and Permanent Financing
The General Partner shall provide to PNC for its review and approval, copies of the loan commitments and loan documents for all financing sources. For purposes of this Letter of Intent, all of the loan financing sources are assumed to be from qualified commercial lenders and qualify for the 9% tax credit applicable percentage.

Based on the financing sources and uses provided that includes $1,597,312 in developer fees, the amount of deferred developer fee is anticipated to be $284,136. Approximately $262,635 (20%) of the $1,313,767 paid developer fee will be paid during construction.

E. Project Management Agent
i) The General Partner shall provide or cause the Project management agent to provide management reports to the Investment Limited Partner in a timely manner concerning operations, occupancy and other information essential to the management of the Project.
ii) Upon the occurrence of certain events, including any material violations, negligence or misconduct or inadequate reporting, the Special Limited Partner will have the option to replace the Project management agent. All Project management agreements will include a termination clause allowing either the General Partner or the Project management agent to terminate the agreement by giving a 30-day advance written notice to the other party.

F. Repurchase Obligations
The Investment Limited Partner shall not be required to advance any unpaid Installments and the General Partner may be required to repurchase the Investment Limited Partner’s interest for the invested amount equal to 110% of the previously paid Capital Contributions (the “Investment Amount”). Conditions for repurchase shall be as described in the Partnership Agreement and include failure to achieve construction completion, break-even operations or permanent loan closing(s)/conversion(s) within a reasonable period of time to be determined during underwriting or the failure to comply with any tax credit requirements.

G. Insurance Obligations
The Partnership will obtain from LandAmerica or its affiliated title insurance companies an extended TLTA owner’s title insurance policy in an amount not less than the permanent mortgage(s), the General Partner’s and Investment Limited Partner’s capital contributions, with all standard exceptions deleted or approved and with Fairways, non-imputation and other requested endorsements; ii) commercial general liability insurance; (iii) builder’s risk insurance through construction completion, (iv) all risk or fire and extended coverage (v) earthquake, hurricane and flood insurance, as applicable; (vi) workers’ compensation as required under state law; (vii) business interruption insurance coverage; and (viii) any other insurance as may be necessary or customary. Insurance amounts and coverage shall be determined during the due diligence review.
H. Accountant’s Obligations
The Partnership’s accountant shall provide the following annual reports: i) federal and state tax returns for the previous year (including all supporting documentation necessary to verify the calculation of the tax credit) by February 28th and ii) annual audited Partnership financial statements (including all supporting documentation) by March 1st. The Partnership Accountant shall review and approve the basis and benefits calculations prior to the payment of the First Installment.

I. General Partner Removal
The Partnership Agreement shall contain provisions for the removal of the General Partner with cause.

10. DUE DILIGENCE PERIOD
This letter of intent is not a commitment and is subject to PNC’s underwriting, due diligence review, and market conditions at the time a revised letter of intent is issued following the tax credit award. During the due diligence period, PNC will conduct a due diligence review and negotiate with the General Partner, in good faith, any open terms of this letter of intent. The due diligence period will commence upon receipt by PNC of all Property and Partnership documents identified in the syndication binder. The due diligence review will include, without limitation, the verification of factual representations made by the General Partner, a review of the Property and Partnership documents, a site visit and an evaluation of the following: the experience and expertise of the General Partner, general contractor, architect and Property management agent; Property area market; an appraisal of the Property; the construction schedule; the total development budget; the residual potential of the Property and capital account analysis; Phase I environmental assessment and all subsequent reports and other relevant factors. PNC may also commission consultants to perform market analysis, construction, insurance, and environmental reviews. The General Partner and PNC acknowledge that no legally enforceable relationship shall exist between General Partner and PNC unless and until the Acquisition Review Committee of PNC shall have approved the proposed transaction, and the parties shall have executed the Partnership Agreement and the other transaction and financing documents contemplated herein. The General Partner could incur legal and due diligence costs up to $25,000 in the syndication of this transaction. No syndication costs or syndicator consulting fees are included in the Eligible Basis calculation for this transaction.
Please acknowledge your agreement to the aforementioned terms by signing in the space below and returning the original. Should you have any questions, please do not hesitate to call. We look forward to working with you on this and future partnerships.

Sincerely,

PNC BANK, NA

By: PNC Real Estate

By: [Signature]

Robert Dicks
Vice President

Date: March 1, 2019

cc: File
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

## INCOME

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<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
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<tr>
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<td>$492,001</td>
<td>$501,841</td>
<td>$511,878</td>
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<td>$11,236</td>
<td>$11,461</td>
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<td>$12,907</td>
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<tr>
<td>Potential Gross Annual Income</td>
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<td>$493,370</td>
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<td>Rental Concessions</td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
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<td>$487,637</td>
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<td>$606,315</td>
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</table>

## EXPENSES

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<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>
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<tr>
<td>General &amp; Administrative Expenses</td>
<td>$29,790</td>
<td>$30,684</td>
<td>$31,604</td>
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<td>$33,529</td>
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<td>Management Fee</td>
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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
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<td>$88,511</td>
<td>$91,166</td>
<td>$93,901</td>
<td>$108,857</td>
<td>$126,195</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$63,978</td>
<td>$65,897</td>
<td>$67,874</td>
<td>$69,910</td>
<td>$72,008</td>
<td>$83,477</td>
<td>$96,772</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$21,780</td>
<td>$22,433</td>
<td>$23,106</td>
<td>$23,800</td>
<td>$24,514</td>
<td>$28,418</td>
<td>$32,944</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$37,800</td>
<td>$38,934</td>
<td>$40,102</td>
<td>$41,305</td>
<td>$42,544</td>
<td>$49,320</td>
<td>$57,176</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$23,400</td>
<td>$24,102</td>
<td>$24,825</td>
<td>$25,570</td>
<td>$26,337</td>
<td>$30,532</td>
<td>$35,395</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$22,500</td>
<td>$23,175</td>
<td>$23,870</td>
<td>$24,586</td>
<td>$25,324</td>
<td>$29,357</td>
<td>$34,033</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$13,680</td>
<td>$14,090</td>
<td>$14,513</td>
<td>$15,397</td>
<td>$17,849</td>
<td>$20,692</td>
<td></td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$319,334</td>
<td>$328,684</td>
<td>$338,310</td>
<td>$348,221</td>
<td>$358,424</td>
<td>$414,138</td>
<td>$478,584</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$140,177</td>
<td>$140,017</td>
<td>$139,765</td>
<td>$139,416</td>
<td>$138,966</td>
<td>$135,020</td>
<td>$127,731</td>
</tr>
</tbody>
</table>

## DEBT SERVICE

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$109,551</td>
<td>$109,551</td>
<td>$109,551</td>
<td>$109,551</td>
<td>$109,551</td>
<td>$109,551</td>
<td>$109,551</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$22,976</td>
<td>$23,436</td>
<td>$23,904</td>
<td>$24,382</td>
<td>$24,870</td>
<td>$27,458</td>
<td>$30,316</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$23,400</td>
<td>$24,102</td>
<td>$24,825</td>
<td>$25,570</td>
<td>$26,337</td>
<td>$30,532</td>
<td>$35,395</td>
</tr>
<tr>
<td>TOTAL ANNUAL DEBT SERVICE</td>
<td>$155,927</td>
<td>$157,090</td>
<td>$159,681</td>
<td>$165,409</td>
<td>$170,768</td>
<td>$177,441</td>
<td>$184,283</td>
</tr>
</tbody>
</table>

## ANNUAL NET CASH FLOW

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$30,626</td>
<td>$30,466</td>
<td>$30,214</td>
<td>$29,865</td>
<td>$29,415</td>
<td>$25,469</td>
<td>$18,180</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$30,626</td>
<td>$61,092</td>
<td>$91,306</td>
<td>$121,172</td>
<td>$150,587</td>
<td>$287,797</td>
<td>$396,919</td>
</tr>
</tbody>
</table>

## Debt Coverage Ratio

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.28</td>
<td>1.28</td>
<td>1.28</td>
<td>1.27</td>
<td>1.27</td>
<td>1.23</td>
<td>1.17</td>
</tr>
</tbody>
</table>

By signing below (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

---

**Signature, Authorized Representative, Construction or Permanent Lender**

**Robert Dicks**

**Printed Name**

**Date**

---

**Signature, Authorized Representative, Syndicator**

---

**Email:** robert.dicks@pnc.com

Phone: 503-453-5332

---

2/28/2019
## Schedule of Sources of Funds and Financing Narrative

*Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).*

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Amort -ization</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</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>PNC Construction/Bridge Loan</td>
<td>Conventional Loan</td>
<td>$8,200,000</td>
<td>4.50%</td>
<td>1st</td>
</tr>
<tr>
<td>Hunt Mortgage</td>
<td>Conventional Loan</td>
<td>$8,200,000</td>
<td>4.50%</td>
<td>1st</td>
</tr>
<tr>
<td>Paisano Housing Redevelopment</td>
<td>Private Loan</td>
<td>$966,000</td>
<td>3.00%</td>
<td>2nd</td>
</tr>
<tr>
<td>Paisano Housing Redevelopment</td>
<td>Private Loan</td>
<td>$1,600,000</td>
<td>3.00%</td>
<td>3rd</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PNC Tax Credit Capital</td>
<td>HTC</td>
<td>$1,199,367</td>
<td>$2,758,269</td>
<td>$11,033,077</td>
</tr>
<tr>
<td>Grant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$11.9(d)(2)LPS Contribution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deferred Fee</td>
<td>$1,197,984</td>
<td>$284,136</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Sources of Funds | $14,722,253 | $15,583,213 |
| Total Uses of Funds    | $15,583,213 |
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).

The project will be financed with a construction/bridge loan, converting into a Freddie Mac forward at stabilized occupancy. Tax Credit equity, a Seller Note and a Gap Loan complete the financing sources.

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.

Replacement reserves are $250 pupa, as required by financing partners and shown in the Operating Expenses.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

The project will be 100% RAD units, with operating subsidy provided by the Department of Housing and Urban Development. The Financing Plan for the property will be submitted to the RAD office once a tax credit award is received. HUD has already approved the units transferring into the property as part of HACEP’s RAD portfolio conversion.

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.

Robert Dicks 3/1/2019
Signature, Authorized Representative, Construction or Permanent Lender Printed Name Date

Telephone: 503-453-5332
Email address: robert.dicks@pnc.com

If a revised form is submitted, date of submission: 2/28/2019
2019 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Funding from Local Government
RESOLUTION

WHEREAS, the Housing Authority of the City of El Paso (HACEP) has proposed a development for affordable rental housing at 405 Montana Ave., El Paso, Texas 79902, named Nuestra Senora, in the City of El Paso, Texas; and

WHEREAS, HACEP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2019 Competitive 9% Housing Tax Credits for Nuestra Senora; and

WHEREAS, HACEP has requested a waiver of permit fees in the amount of $500 from the City of El Paso.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it supports the proposed Nuestra Senora located at 405 Montana Ave., El Paso, Texas 79902 (TDHCA Application number 19340) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 26, 2019.

2. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has committed to HACEP, a waiver of $500.00 in permit fees; these funds shall be used in developing Nuestra Senora located at 405 Montana Ave., El Paso, Texas 79902 (TDHCA Application number 19340).

3. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

ADOPTED this 26th day of Feb., 2019.

THE CITY OF EL PASO

[Signature]
Mayor

(Signatures Continue on Following Page)
ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:

Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Nicole M. Ferrini
Director, Community + Human Development Department
2019 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Rental Assistance
February 28, 2019

Sharon Gamble  
Texas Department of Housing and Community Affairs  
P.O. Box 13941  
Austin, Texas 78711

Re: 2018 RAD Rental Rates

Ms. Gamble,

HUD is allowing housing authorities the option of using current CHAP rents based on the 2014 RAD rents, updated with annual OCAF adjustments, or the newly published 2018 modified RAD rents found on HUD’s website, https://www.hud.gov/RAD/library/notices under the heading 2018 RAD Rents. The table of rents provided by HUD includes HUD's calculations of RAD Contract Rents for each public housing property based on 2018 Appropriation levels. These rents will form the basis of the conversion rents for properties awarded CHAPS or with amended CHAPs on or after January 1, 2019.

The Housing Authority of the City of El Paso (“HACEP”) has chosen to use the 2018 RAD Rents from AMP 18, PIC Number TX3000018 because the published rents are higher than the OCAF-adjusted 2014 RAD rents.

Please contact me if you have any questions regarding HACEP’s decision to use the 2018 RAD Rents as the basis for revenue calculations in our 2019 9% Tax Credit application.

Sincerely,

Gerald Cichon  
Chief Executive Officer  
Housing Authority of the City of El Paso
| PIC Number | PHA Name                       | PARTICIPANT_CODE | PROJECT NAME                                      | Public Housing Units | 0-BR RAD Rents | 1-BR RAD Rents | 2-BR RAD Rents | 3-BR RAD Rents | 4-BR RAD Rents | 5-BR RAD Rents |
|------------|--------------------------------|------------------|--------------------------------------------------|----------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| TX003000011 | Housing Autho                  | TX003            | Eisenhower/Scattered Sites/Hart/Baird/            | 438                  | $364           | $468           | $571           | $820           | $980           | $1,469         |
| TX003000012 | Housing Autho                  | TX003            | Marmolejo/Alvarez/Truman/Anderson/              | 170                  | $410           | $527           | $643           | $923           | $1,103         | $1,654         |
| TX003000013 | Housing Autho                  | TX003            | Dewetter/Valle Verde/Cramer/Rio Grande/         | 1068                 | $384           | $493           | $602           | $865           | $1,033         | $1,549         |
| TX003000014 | Housing Autho                  | TX003            | Chelsea/Pooley/Guillen/Fr. Pinto/              | 269                  | $346           | $445           | $543           | $780           | $932           | $1,398         |
| TX003000015 | Housing Autho                  | TX003            | Kennedy/Kennedy Estates/Scattered Sites/       | 243                  | $388           | $499           | $609           | $875           | $1,045         | $1,568         |
| TX003000018 | Housing Autho                  | TX003            | Machuca/Robinson/Williams/Rubin Heights/       | 316                  | $381           | $490           | $598           | $859           | $1,026         | $1,538         |
| TX003000020 | Housing Autho                  | TX003            | Eastside Crossings                              | 64                   | $332           | $426           | $520           | $748           | $893           | $1,340         |
Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:

   - [Yes] If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - [ ] If attempting to score as a certified HUB, evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab
   - [Yes] The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.

   - Ownership Interest: 100.000%
   - Cash flow from operations: 100.000%
   - Developer Fee: 50.000%
   - Total: 250.000%  (Must equal at least 50% regardless of structure)

   - [Yes] The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
   - [Yes] A detailed narrative describing how that material participation will be achieved is included.
   - [Yes] The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
   - [Yes] A detailed narrative describing experience in each category is included.

   Mark all that apply

   - [ ] Property Management
   - [ ] Construction
   - [X] Development
   - [ ] Financing
   - [ ] Compliance

   - [X] No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
   - [X] Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

   - [ ] A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - [ ] A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.
   - [ ] 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
NP or HUB evidence
Internal Revenue Service

Date: February 5, 2003

Paisano Housing Redevelopment Corporation
5300 E. Paisano
El Paso, TX 79905-2931

Dear Sir or Madam:

This is in response to your request of February 5, 2003, regarding your organization's tax exempt status.

Our records indicate that a determination letter issued in February 1997 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(3).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.
Paisano Housing Redevelopment Corporation
74-2793526

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts, Director, TE/GE
Customer Account Services
2019 HTC
Full Application

Part 5 Tab 36

NP or HUB
Experience and Material Participation Statements
Paisano Housing Redevelopment Corporation
Material Participation and Experience of Nonprofit

Paisano Housing Redevelopment Corporation is the nonprofit sponsor for this application and is the 100% owner and 50% developer for this project. Paisano is qualified to be a nonprofit on this application because it has previous experience with TDHCA housing programs. Additionally, as an instrumentality of the Housing Authority of the City of El Paso, this entity has the same board members as the Housing Authority and therefore its members have experience with public housing administration.

As the entity with control of this development, from construction through ongoing operation, Paisano will make all decisions regarding the development. Participation related to this property will be on a regular, continuous, and substantial basis throughout each year. The nonprofit will visit the property periodically and regularly to ensure proper operation. Paisano will oversee all aspects during operation, including oversight of the property management company, records management, compliance monitoring, review and approval of budgets, review of marketing and management plans, monitoring of the property for proper maintenance and upkeep, and any and all other duties related to the operation of the property.

Paisano Housing Redevelopment Corporation has previous participation on many TDHCA-funded developments. The chief executive officer of Paisano Housing Redevelopment Corporation, Gerald W. Cichon, has a 2014 TDHCA experience certificate that also confirms the housing experience of this organization and its members.
2019 HTC
Full Application

Part 5 Tab 37

Owner, Developer, and Guarantor Org Charts
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §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.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.
Organizational Chart -- Ownership Entity

EP Montana Manor, LP

General Partner
Paisano Nuestra Senora GP, LLC
.01%

Paisano Housing Redevelopment Corporation (PHRC)
(An Instrumentality of the Housing Authority of the City of El Paso)
100%

Board members/commissioners
Francisco Ortega, Chairperson*
Eileen Karlsruher, Vice Chairperson*
Anna Louise Valdez Perez, Board member*
Robbert Anderson, Board member*
Yadira Beltran, Resident Board member*
Officers/Management
Gerald Cichon, Secretary/Chief Executive Officer*
Satish Bhaskar, Chief Operating Officer*
*Ability to Exercise Control

Special Limited Partner
Pennrose Montana Manor, LLC
.01%

Pennrose Holdings, LLC
A Pennsylvania LLC
100%

Richard K. Barnhart
22.5%
Ability to Exercise Control
Mark H. Dambly
22.5%
Ability to Exercise Control
Timothy I. Henkel
15%
Ability to Exercise Control

Limited Partner Syndicator
99.98%

Hunt PR Holdings, LLC
A Delaware LLC
40%

Hunt ELP, Ltd
A Texas LLC
100%

See next page for continued org chart
This page clarifies the succeeding instances of the same chart by identifying the trustee.
The Board of Hunt Companies, Inc. has control of the company and makes all decisions.

Executive Officers of Hunt Companies, Inc.
- James C. Hunt, Chief Executive Officer/President
- Clay Parker, Chief Financial Officer/Executive Vice President
- Guy Arnold, Chief Operating Officer/Executive Vice President
- Joshua W. Hunt, Executive Vice President
- Kara Harchuck, Executive Vice President/General Counsel

Hunt ELP, Ltd.
(a Texas limited partnership)
- HB GP, LLC, 99.92% general partner
- Hunt Company, LLC, 98.82% limited partner
- James C. Hunt, 1.18% limited partner
- W. L. Hunt, .0664% limited partner

HB GP, LLC
A Nevada limited liability company
- W. L. Hunt 95.7265% Member
- M. L. Hunt 4.2735% Member

Hunt Company, LLC
(a Nevada limited liability company)
- Hunt Companies, Inc. 100% Sole Member

Hunt Companies, Inc.
(a Delaware corporation)

- W. L. Hunt & Gayle Hunt 2004 Irrevocable Trust f/b/o Jason M. Hunt (3.78%) 
- W. L. Hunt & Gayle Hunt 2004 Irrevocable Trust f/b/o Joshua W. Hunt (4.16%) 
- W. L. Hunt & Gayle Hunt 2004 Irrevocable Trust f/b/o Matthew D. Hunt (4.16%) 
- W. L. Hunt & Gayle Hunt 2004 Irrevocable Trust f/b/o Sarah M. Hunt (4.16%) 
- W. L. Hunt & Gayle Hunt 2004 Irrevocable Trust f/b/o Marcus J. Hunt, Jr. (1.38%) 
- W. L. Hunt & Gayle Hunt 2004 Irrevocable Trust f/b/o Hayden A. Hunt (1.38%) 
- W. L. Hunt & Gayle Hunt 2004 Irrevocable Trust f/b/o Gracyn C. Hunt (1.38%)

- Woodley L. Hunt (a/k/a W. L. Hunt) (40.07%) 
- M. L. Hunt (1.2822%) 
- WGH Dynasty Trust [Joshua W. Hunt, Managing Trustee] (37.68%) 
- M.L. Hunt & N. Howrey Hunt 2008 GRAT Remainder Trust [Camille Robison, Trustee] (52.32%)
Organizational Chart -- Developer Entity

**Paisano Housing Redevelopment Corporation (PHRC)**
(An Instrumentality of the Housing Authority of the City of El Paso)
Co-Developer
50% Developer and fee

**Pennrose, LLC**
A Pennsylvania LLC
Co-Developer
50% Developer and fee

**Hunt PR Holdings, LLC**
A Delaware LLC
40%

**Hunt ELP, Ltd**
A Texas LLC
100%

- **Board members/commissioners**
  - Francisco Ortega, Chairperson*
  - Eileen Karlsruher, Vice Chairperson*
  - Anna Louise Valdez Perez, Board member*
  - Robbert Anderson, Board member*
  - Yadira Beltran, Resident Board member*

- **Officers/Management**
  - Gerald Cichon, Secretary/Chief Executive Officer*
  - Satish Bhaskar, Chief Operating Officer*
  - *Ability to Exercise Control

- **Timothy I. Henkel**
  - 15%
  - Ability to Exercise Control

- **Mark H. Dambly**
  - 22.5%
  - Ability to Exercise Control

- **Richard K. Barnhart**
  - 22.5%
  - Ability to Exercise Control

*Ability to Exercise Control

See next page for continued org chart
The Board of Hunt Companies, Inc. has control of the company and makes all decisions.

Executive Officers of Hunt Companies, Inc.
- James C. Hunt, Chief Executive Officer/President
- Clay Parker, Chief Financial Officer/Executive Vice President
- Guy Arnold, Chief Operating Officer/Executive Vice President
- Joshua W. Hunt, Executive Vice President
- Kara Harchuck, Executive Vice President/General Counsel

Executive Officers of Hunt Companies, Inc.
- Woodley L. Hunt (a/k/a W. L. Hunt) (40.0719%)
- M. L. Hunt (1.2822%)
- W.G.H. Dynasty Trust (Joshua W. Hunt, Managing Trustee) (37.6819%)
- M.L. Hunt & N. Howrey Hunt 2009 GRAT Remainder Trust [Camille Robison, Trustee] (52.32%)

These are trusts and individuals who have financial benefit from Hunt Companies, Inc. but they do not control or make decisions for the company unless the individuals are also part of the Board.
Organizational Chart -- Guarantor Entity

Pennrose, LLC
A Pennsylvania LLC

- Richard K. Barnhart: 22.5%, Ability to Exercise Control
- Mark H. Dambly: 22.5%, Ability to Exercise Control
- Timothy I. Henkel: 15%, Ability to Exercise Control

Pennrose PHL, LLC
A Pennsylvania LLC

- Hunt PR Holdings, LLC: 40%
  - A Delaware LLC

Hunt ELP, Ltd
A Texas LLC
100%

See next page for continued org chart

Paisano Housing Redevelopment Corporation (PHRC)
(An Instrumentality of the Housing Authority of the City of El Paso)

- Board members/commissioners
  - Francisco Ortega, Chairperson*
  - Eileen Karlsruher, Vice Chairperson*
  - Anna Louise Valdez Perez, Board member*
  - Robbert Anderson, Board member*
  - Yadira Beltran, Resident Board member*

- Officers/Management
  - Gerald Cichon, Secretary/Chief Executive Officer*
  - Satish Bhaskar, Chief Operating Officer*

*Ability to Exercise Control
The Board of Hunt Companies, Inc. has control of the company and makes all decisions.

Executive Officers of Hunt Companies, Inc.
James C. Hunt, Chief Executive Officer/President
Clay Parker, Chief Financial Officer/Executive Vice President
Guy Arnold, Chief Operating Officer/Executive Vice President
Joshua W. Hunt, Executive Vice President
Kara Harchuck, Executive Vice President/General Counsel

Hunt ELP, Ltd.
(a Texas limited partnership)
HB GP, LLC 99.82% general partner
Hunt Company, LLC 98.8228% limited partner
W. L. Hunt, .0664% limited partner

Hunt ELP, Ltd.
(a Texas limited partnership)
HB GP, LLC 99.82% general partner
Hunt Company, LLC 98.8228% limited partner
James C. Hunt, .1126% limited partner
W. L. Hunt, .0664% limited partner

Hunt Company, LLC
(a Nevada limited liability company)
Hunt Companies, Inc. 100% Sole Member

M. L. Hunt 95.7265% Member
M. L. Hunt 4.2735% Member

HB GP, LLC
A Nevada limited liability company
W. L. Hunt 95.7265% Member
M. L. Hunt 4.2735% Member

Executive Officers of Hunt Companies, Inc.
James C. Hunt, Chief Executive Officer/President
Clay Parker, Chief Financial Officer/Executive Vice President
Guy Arnold, Chief Operating Officer/Executive Vice President
Joshua W. Hunt, Executive Vice President
Kara Harchuck, Executive Vice President/General Counsel

Hunt Companies, Inc.
(a Delaware corporation)

These are trusts and individuals who have financial benefit from Hunt Companies, Inc. but they do not control or make decisions for the company unless the individuals are also part of the Board.
2019 HTC Full Application

Part 5 Tab 38

List of Organizations and Principals
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>Org. 1</th>
<th>Organization Legal Name:</th>
<th>Role/Title</th>
<th>Address:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
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<tbody>
<tr>
<td>Paisano Housing Redevelopment Corporation</td>
<td>General Partner</td>
<td>5300 E. Paisano Dr.</td>
<td>El Paso</td>
<td>TX</td>
<td>79905</td>
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<tr>
<td>Paisano Nuestra Senora GP, LLC</td>
<td>.01% of EP Montana Manor, LP</td>
<td>5300 E. Paisano Dr.</td>
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<td>TX</td>
<td>79905</td>
<td></td>
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<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
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</thead>
<tbody>
<tr>
<td>1. Francisco Ortega</td>
</tr>
<tr>
<td>Eileen Karlsruher</td>
</tr>
<tr>
<td>Anna Louise Valdez Perez</td>
</tr>
<tr>
<td>4. Robbert Anderson</td>
</tr>
<tr>
<td>5. Yadira Beltran</td>
</tr>
<tr>
<td>6. Gerald W. Cichon</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Org. 1.1</th>
<th>Organization Legal Name:</th>
<th>Role/Title</th>
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<th>City:</th>
<th>State:</th>
<th>Zip:</th>
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<tbody>
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<td>Paisano Housing Redevelopment Corporation</td>
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<td>5300 E. Paisano Dr.</td>
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<td>TX</td>
<td>79905</td>
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<th>List of Sub-Entities or Principals:</th>
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<tr>
<td>7. Satish Bhaskar</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Org. 2</th>
<th>Organization Legal Name:</th>
<th>Role/Title</th>
<th>Address:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
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<tbody>
<tr>
<td>Pennrose Montana Manor, LLC</td>
<td>Special Limited Partn</td>
<td>1301 North 31st Street</td>
<td>Philadelphia</td>
<td>PA</td>
<td>19121</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Pennrose Holdings, LLC</td>
</tr>
</tbody>
</table>

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.
### Organization 2.1

**Organization Legal Name:** Pennrose Holdings, LLC  
**Role/Title:** Sole Mem. of SLP  
**Address:** 1301 North 31st Street  
**City:** Philadelphia  
**State:** PA  
**Zip:** 19121  
**Name(s) of Entities the Organization Owns or Controls:** 100% of Pennrose Montana Manor, LLC  
**Organization legally formed?** Yes  
**Date formed:** 8/18/2017  
**Legal Org is or will be:** Limited Liability Company  
**Previous TDHCA Experience?** No  
**Phone:** (267) 386-8673  
**Email:** nfreiberg@pennrose.com  
**Organization is identified on Org. Chart?** Yes  
**Ability to exercise Control over the Development?** Yes  
**List of Sub-Entities or Principals:**

1. **Hunt PR Holdings, LLC**  
   - TDHCA Experience: No  
   - Phone: (915) 298-4250  
   - Email: robin.vaughn@huntcompanies.com

2. **Richard K. Barnhart**  
   - TDHCA Experience: No

3. **Mark H. Dambly**  
   - TDHCA Experience: No

4. **Timothy L. Henkel**  
   - TDHCA Experience: NA

5. **TDHCA Experience:**

6. **TDHCA Experience:**

### Organization 2.2

**Organization Legal Name:** Hunt PR Holdings, LLC  
**Role/Title:** Member of SLP  
**Address:** 4401 N. Mesa  
**City:** El Paso  
**State:** TX  
**Zip:** 79902  
**Name(s) of Entities the Organization Owns or Controls:** 40% of Sole Member of SLP, 40% of Co-Developer, 40% of Guarantor  
**Organization legally formed?** Yes  
**Date formed:** 8/2/2017  
**Legal Org is or will be:** Limited Liability Company  
**Previous TDHCA Experience?** Yes  
**Phone:** (915) 298-4250  
**Email:** robin.vaughn@huntcompanies.com  
**Organization is identified on Org. Chart?** Yes  
**Ability to exercise Control over the Development?** Yes  
**List of Sub-Entities or Principals:**

1. **Hunt ELP, Ltd.**  
   - TDHCA Experience: Yes

2. **NA**  
   - TDHCA Experience:

3. **NA**  
   - TDHCA Experience:

4. **NA**  
   - TDHCA Experience:

5. **TDHCA Experience:**

6. **TDHCA Experience:**

### Organization 2.2.1

**Organization Legal Name:** Hunt ELP, Ltd.  
**Role/Title:** Sole Member  
**Address:** 4401 N. Mesa  
**City:** El Paso  
**State:** TX  
**Zip:** 79902  
**Name(s) of Entities the Organization Owns or Controls:** 100% of Hunt PR Holdings, LLC  
**Organization legally formed?** Yes  
**Date formed:** 5/18/2000  
**Legal Org is or will be:** Limited Partnership  
**Previous TDHCA Experience?** Yes  
**Phone:** (915) 298-4250  
**Email:** robin.vaughn@huntcompanies.com  
**Organization is identified on Org. Chart?** Yes  
**Ability to exercise Control over the Development?** Yes  
**List of Sub-Entities or Principals:**

1. **Hunt GP, LLC**  
   - TDHCA Experience: Yes

2. **Hunt Company, LLC**  
   - TDHCA Experience: Yes

3. **James C. Hunt**  
   - TDHCA Experience: Yes

4. **W. L. Hunt**  
   - TDHCA Experience: NA

5. **NA**  
   - TDHCA Experience:

6. **TDHCA Experience:**

### Organization 2.2.1

**Organization Legal Name:** HB GP, LLC  
**Role/Title:** GP of Hunt ELP, Ltd.  
**Address:** 4401 N. Mesa  
**City:** El Paso  
**State:** TX  
**Zip:** 79902  
**Name(s) of Entities the Organization Owns or Controls:** 99.82% of Hunt ELP, Ltd.  
**Organization legally formed?** Yes  
**Date formed:** 3/9/2000  
**Legal Org is or will be:** Limited Liability Company  
**Previous TDHCA Experience?** Yes  
**Phone:** (915) 298-4250  
**Email:** robin.vaughn@huntcompanies.com  
**Organization is identified on Org. Chart?** Yes  
**Ability to exercise Control over the Development?** Yes  
**List of Sub-Entities or Principals:**

1. **W. L. Hunt**  
   - TDHCA Experience: Yes

2. **M. L. Hunt**  
   - TDHCA Experience: Yes

3. **NA**  
   - TDHCA Experience:

4. **TDHCA Experience:**

5. **TDHCA Experience:**

6. **TDHCA Experience:**
<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hunt Company, LLC</strong></td>
<td>Ip in Hunt ELP, Ltd.</td>
<td>4401 N. Mesa</td>
<td>El Paso</td>
<td>TX</td>
<td>79902</td>
</tr>
<tr>
<td><strong>Hunt Companies, Inc.</strong></td>
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<td>4401 N. Mesa</td>
<td>El Paso</td>
<td>TX</td>
<td>79902</td>
</tr>
<tr>
<td><strong>Pennrose, LLC</strong></td>
<td>Co Developer, Guarantor</td>
<td>1301 N. 31st Street</td>
<td>Philadelphia</td>
<td>PA</td>
<td>19121</td>
</tr>
<tr>
<td><strong>Pennrose PHL, LLC</strong></td>
<td>Guarantor</td>
<td>1301 N. 31st Street</td>
<td>Philadelphia</td>
<td>PA</td>
<td>19121</td>
</tr>
</tbody>
</table>

### Name(s) of Entities the Organization Owns or Controls:

- **Hunt Companies, Inc.**
  - **Role/Title:** Sole Member
  - **Address:** 4401 N. Mesa, El Paso, TX 79902
  - **Phone:** (915) 298-4250
  - **Email:** robin.vaughn@huntcompanies.com
  - **TDHCA Experience:** Yes

- **Pennrose, LLC**
  - **Role/Title:** Co Developer, Guarantor
  - **Address:** 1301 N. 31st Street, Philadelphia, PA 19121
  - **Phone:** (267) 386-8673
  - **Email:** nfreiberg@pennrose.com
  - **TDHCA Experience:** Yes

- **Pennrose PHL, LLC**
  - **Role/Title:** Guarantor
  - **Address:** 1301 N. 31st Street, Philadelphia, PA 19121
  - **Phone:** (267) 386-8673
  - **Email:** nfreiberg@pennrose.com
  - **TDHCA Experience:** Yes

### Organization legally formed?

- Yes
- Date formed: 10/3/2005
- Legal Org is or will be: Limited Liability Company

### Previous TDHCA Experience?

- Yes
- Phone: (915) 298-4250
- Email: robin.vaughn@huntcompanies.com

### Organization is identified on Org. Chart?

- Yes
- Ability to exercise Control over the Development? Yes

### List of Sub-Entities or Principals:

1. **Hunt Companies, Inc.**
   - **Role/Title:** Sole Member
   - **Address:** 4401 N. Mesa, El Paso, TX 79902
   - **Phone:** (915) 298-4250
   - **Email:** robin.vaughn@huntcompanies.com
   - **TDHCA Experience:** Yes

2. **James C. Hunt**
   - **Role/Title:** Co Developer, Guarantor
   - **Address:** 1301 N. 31st Street, Philadelphia, PA 19121
   - **Phone:** (267) 386-8673
   - **Email:** nfreiberg@pennrose.com
   - **TDHCA Experience:** Yes

3. **Clay Parker**
   - **Role/Title:** Co Developer, Guarantor
   - **Address:** 1301 N. 31st Street, Philadelphia, PA 19121
   - **Phone:** (267) 386-8673
   - **Email:** nfreiberg@pennrose.com
   - **TDHCA Experience:** Yes

4. **Guy Arnold**
   - **Role/Title:** Co Developer, Guarantor
   - **Address:** 1301 N. 31st Street, Philadelphia, PA 19121
   - **Phone:** (267) 386-8673
   - **Email:** nfreiberg@pennrose.com
   - **TDHCA Experience:** Yes

5. **Joshua W. Hunt**
   - **Role/Title:** Co Developer, Guarantor
   - **Address:** 1301 N. 31st Street, Philadelphia, PA 19121
   - **Phone:** (267) 386-8673
   - **Email:** nfreiberg@pennrose.com
   - **TDHCA Experience:** Yes

6. **Kara Harchuck**
   - **Role/Title:** Co Developer, Guarantor
   - **Address:** 1301 N. 31st Street, Philadelphia, PA 19121
   - **Phone:** (267) 386-8673
   - **Email:** nfreiberg@pennrose.com
   - **TDHCA Experience:** Yes

7. **Richard K. Barnhart**
   - **Role/Title:** Co Developer, Guarantor
   - **Address:** 1301 N. 31st Street, Philadelphia, PA 19121
   - **Phone:** (267) 386-8673
   - **Email:** nfreiberg@pennrose.com
   - **TDHCA Experience:** Yes
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Part 5 Tab 39

Previous Participation
Previous Participation Form

Form must be completed separately for each person 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).

Paisano Housing Redevelopment Corporation
Gerald W. Cichon
Eileen Karlsruher
Francisco Ortega
Anna Louise Valdez Perez
Yadira Beltran

Person/Role:
Email Address: sbhaskar@hacep.org
City & State of Home Addr: El Paso, TX
Applicant Legal Name: EP Montana Manor, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<td>Apr-99</td>
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<td>in 02/15</td>
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<td>HTC</td>
<td>in 02/15</td>
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<td>El Paso</td>
<td>HTC</td>
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Gerald W. Cichon  
Eileen Karlsruher  
Francisco Ortega  
Robbert Anderson  
Anna Louise Valdez Perez  
Yadira Beltran  
Satish Bhaskar

Person/Role:

__________________________

Email Address:  
sbhaskar@hacep.org

City & State of Home Addr:  
El Paso, TX

Applicant Legal Name:  
EP Montana Manor, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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<th>EP Montana Manor, LP</th>
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<tbody>
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<td>Email Address:</td>
<td><a href="mailto:sbhaskar@hacep.org">sbhaskar@hacep.org</a></td>
</tr>
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HTF/OCI: AYBR Bootstrap CFDC Self-Help NSP
Previous Participation Form

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Person/Role: Pennrose Nuestra Senora, LLC
Email Address: nfreiberg@pennrose.com
City & State of Home Addr: Philadelphia, PA
Applicant Legal Name: EP Montana Manor, 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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### 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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| Person/Role: | Pennrose PHL, LLC |
| Email Address: | nfreiberg@pennrose.com |
| City & State of Home Addr: | Philadelphia, PA |
| Applicant Legal Name: | EP Montana Manor, 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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1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<th>Person/Role:</th>
<th>Richard K. Barnhart</th>
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<td>Email Address:</td>
<td><a href="mailto:nfreiberg@pennrose.com">nfreiberg@pennrose.com</a></td>
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<th>Mark H. Dambly</th>
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<th>Timothy L. Henkel</th>
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Person/Role: Hunt ELP, LTD.

Email Address: robin.vaughn@huntcompanies.com

City & State of Home Addr: El Paso, TX

Applicant Legal Name: EP Nuestra Senora, 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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<td>Dec-15</td>
</tr>
<tr>
<td>3009</td>
<td>Forest Park</td>
<td>Bryan</td>
<td>HTC</td>
<td>in 07/03</td>
<td>Aug-14</td>
</tr>
<tr>
<td>3257</td>
<td>Caney Run Estates</td>
<td>Victoria</td>
<td>HTC</td>
<td>in 07/03</td>
<td></td>
</tr>
<tr>
<td>2412</td>
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<td>HTC</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.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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**Previous Participation Form**

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

**Person/Role:**

- HB GP, LLC
- W.L. Hunt
- M.L. Hunt

**Email Address:** robin.vaughn@huntcompanies.com

**City & State of Home Addr:** El Paso, TX

**Applicant Legal Name:** EP Nuestra Senora, 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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<td>HTC</td>
<td>in 05/15</td>
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</tr>
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<td>16401</td>
<td>George W. Baines Apartments</td>
<td>El Paso</td>
<td>HTC</td>
<td>in 04/16</td>
<td></td>
</tr>
<tr>
<td>16402</td>
<td>Charles R. Morehead Apartments</td>
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<td></td>
</tr>
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</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an “x” next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CDBG</td>
<td>ESG</td>
<td>LIHEAP</td>
<td>TBRA</td>
</tr>
<tr>
<td>HTF/OCI:</td>
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<td>AYBR</td>
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Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

**Person/Role:** Hunt Companies, Inc.

**Email Address:** robin.vaughn@huntcompanies.com

**City & State of Home Addr:** El Paso, TX

**Applicant Legal Name:** EP Nuestra Senora, 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>3440</td>
<td>Sterlingshire Apts</td>
<td>Houston</td>
<td>HTC</td>
<td>12/03</td>
<td>Dec-15</td>
</tr>
<tr>
<td>3003</td>
<td>Forest Park</td>
<td>Bryan</td>
<td>HTC</td>
<td>07/03</td>
<td>Aug-14</td>
</tr>
<tr>
<td>3257</td>
<td>Caney Run Estates</td>
<td>Victoria</td>
<td>HTC</td>
<td>07/03</td>
<td></td>
</tr>
<tr>
<td>2412</td>
<td>Shady Oaks Manor</td>
<td>Fort Worth</td>
<td>HTC</td>
<td>08/02</td>
<td>Aug-15</td>
</tr>
<tr>
<td>2029</td>
<td>North Grand Villas</td>
<td>Amarillo</td>
<td>HTC</td>
<td>07/02</td>
<td></td>
</tr>
<tr>
<td>1108</td>
<td>Logan's Pointe</td>
<td>Mt. Vernon</td>
<td>HTC</td>
<td>07/01</td>
<td>Nov-18</td>
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<tr>
<td>1032</td>
<td>Canterbury Pointe</td>
<td>Lubbock</td>
<td>HTC</td>
<td>07/01</td>
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<td>Cleburne</td>
<td>HTC</td>
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<td>Skyway Villas</td>
<td>McKinney</td>
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<tr>
<td>000441</td>
<td>Red Hills Villas</td>
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<td>000067</td>
<td>Champions Crossing</td>
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<td>HTC</td>
<td>05/03</td>
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<td>000077</td>
<td>The Villages at Baytown</td>
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<td>01/00</td>
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<td>990107</td>
<td>Tigua Village</td>
<td>El Paso</td>
<td>HTC</td>
<td>07/99</td>
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<tr>
<td>99095</td>
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<td>HTC</td>
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<td>Franklin Place Townhomes</td>
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<td>HTC</td>
<td>09/98</td>
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<tr>
<td>12152</td>
<td>Eastside Crossings</td>
<td>El Paso</td>
<td>HTC</td>
<td>12/12</td>
<td></td>
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<tr>
<td>14419</td>
<td>Raymond Telles</td>
<td>El Paso</td>
<td>HTC</td>
<td>02/15</td>
<td></td>
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<tr>
<td>14420</td>
<td>Palme Baird</td>
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<td>HTC</td>
<td>02/15</td>
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<td>HTC</td>
<td>02/15</td>
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<td>14425</td>
<td>Dwight D Eisenhower</td>
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<td>HTC</td>
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<td>02/15</td>
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<td>Aloysius Ochoa</td>
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<tr>
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Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Hunt PR Holdings, LLC
Email Address: robin.vaughn@huntcompanies.com
City & State of Home Addr: El Paso, TX
Applicant Legal Name: EP Nuestra Senora, LP

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<td>HRA</td>
<td>SFD</td>
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</table>
HOUSING AUTHORITY OF THE CITY OF EL PASO, TEXAS

RESOLUTION NO. 2411

Resolution Authorizing Submission of Housing Tax Credit and/or Historic and/or Other Tax Credit Applications to the Texas Department of Housing and Community Affairs or other appropriate Agencies for Financing Development or Re-Development of Affordable Housing in El Paso, Texas

Whereas, the Housing Authority of the City of El Paso, Texas, in conjunction with its instrumentalities, affiliates and development partners, including Paisano Housing Redevelopment Corporation, a nonprofit Texas public facility corporation (collectively, the “Housing Authority”), owns, oversees, manages, develops, modernizes and re-develops affordable housing for low income families and individuals, as well as disabled, elderly and others in need of housing assistance (hereinafter, collectively referred to as “low-income families”);

Whereas, the Board of Commissioners of the Housing Authority (the “Board”) believes it will further the mission of the Housing Authority to develop, modernize, re-develop, and/or renovate additional and/or existing affordable housing for low-income families;

Whereas, the Board finds it will support the Housing Authority’s mission, in particular to seek low-income housing tax credit (“LIHTC”) financing from the Texas Department of Housing and Community Affairs (“TDHCA”) for the construction, development, re-development and/or renovation of affordable housing either on property currently owned by the Housing Authority or to be acquired for such a purpose;

Whereas, the Board further finds it will support the Housing Authority’s mission to seek other forms of tax credit financing, including Historic Tax Credits (“HTC”) for the construction, development, re-development and/or renovation of affordable housing;

Whereas, the Board is approving this resolution with the specific intent to authorize the Housing Authority to apply for tax credits of any type (including but not limited to 4% and/or 9% LIHTC, At-Risk Set-Aside tax credits, and/or historic tax credits), as appropriate, through TDHCA or through any other appropriate process by which the Housing Authority may obtain LIHTC financing:

Now, therefore, be it resolved by the Board, that the Chief Executive Officer (“CEO”) of the Housing Authority, Gerald W. Cichon, or his designee, is hereby authorized to submit applications during 2019 and commence all necessary efforts and steps necessary to obtain tax credits through TDHCA or otherwise for the development, re-development, modernization, or constructions at the following non-exhaustive list of properties:
<table>
<thead>
<tr>
<th>Project</th>
<th>Owner</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cortez Plaza</td>
<td>EP Cortez Plaza, LP</td>
<td>Cortez Dr. El Paso (Pooley Complex site)</td>
</tr>
<tr>
<td>Patriot Place</td>
<td>EP Patriot Place, LP</td>
<td>Diana Dr. and Kenworthy, El Paso, Texas (Kenworthy Property)</td>
</tr>
<tr>
<td>George Commons</td>
<td>EP George Commons, LP</td>
<td>3651 George Dieter, El Paso, Texas</td>
</tr>
<tr>
<td>Nuestra Senora</td>
<td>EP Montana Manor, LP</td>
<td>405 Montana Ave., El Paso, Texas</td>
</tr>
<tr>
<td>Sierra Vista</td>
<td>EP Sierra Vista, LP</td>
<td>4647 Maxwell, El Paso, Texas</td>
</tr>
</tbody>
</table>

**Be it further resolved by the Board,** that the CEO is authorized to enter into negotiations for the development of the above non-exhaustive list of properties, including negotiations to submit tax credit applications with development partnerships submitted to the Housing Authority in response to an open and public procurement of development partnership opportunities;

**Be it further resolved by the Board,** that the CEO is further authorized to sign all documents to submit a housing tax credit applications of any nature to the TDHCA or to any other appropriate agency/source for low-income and/or affordable multi-family housing to be constructed on the property described herein, on behalf of the Housing Authority, Paisano Housing Redevelopment Corporation, and all other of their affiliates, and that all actions taken in regards to such applications either before or after this resolution are hereby ratified and approved by the Board.

**Effective this 4th day of January 2019 by a majority of the Board.**

**HOUSING AUTHORITY OF THE**
**CITY OF EL PASO, TEXAS**

[Signature]
Francisco Ortega, Chairperson

**ATTEST:**

[Signature]  
Secretary
### Nonprofit Participation

#### 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.

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>Paisano Housing Redevelopment Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?</td>
<td>Yes</td>
</tr>
<tr>
<td>If no to the question above, what is its current legal status?</td>
<td></td>
</tr>
<tr>
<td>Date of legal formation of Nonprofit Organization:</td>
<td>8/12/1996</td>
</tr>
<tr>
<td>1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?</td>
<td>No</td>
</tr>
<tr>
<td>If “Yes”, will this nonprofit organization Control the Applicant?</td>
<td></td>
</tr>
<tr>
<td>What is the ownership percentage of this nonprofit organization?</td>
<td>100%</td>
</tr>
<tr>
<td>2) Describe the nonprofit’s participation:</td>
<td>Sole member of general partner of owner, 50% Developer, Guarantor</td>
</tr>
<tr>
<td>3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:</td>
<td>Nonprofit will be sole controlling Owner, 50% co developer and Guarantor for the property.</td>
</tr>
<tr>
<td>4) Will the nonprofit receive part of the development fees paid in connection with the development?</td>
<td>Yes</td>
</tr>
<tr>
<td>If &quot;Yes,&quot; explain:</td>
<td>Nonprofit is 50% co-developer.</td>
</tr>
<tr>
<td>Name</td>
<td>Title</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td>Gerald W. Cichon</td>
<td>Chief Executive Officer</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Satish Bhaskar</td>
<td>Chief Operating Officer</td>
</tr>
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<td></td>
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<tr>
<td>Francisco Ortega</td>
<td>Chairperson</td>
</tr>
<tr>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Eileen Karlsruher</td>
<td>Vice Chairperson</td>
</tr>
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<td></td>
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</tr>
<tr>
<td>Anna Louise Valdez Perez</td>
<td>Commissioner</td>
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<tr>
<td>Yadira Beltran</td>
<td>Resident Commissioner</td>
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<td></td>
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<tr>
<td>Robbert Anderson</td>
<td>Commissioner</td>
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</tr>
</tbody>
</table>
Applications involving a Qualified Nonprofit Organization pursuant to Texas Government Code, §2306.6706 that have 501(c)(3) or 501(c)(4) designation at the time of Application and competitive 9% HTC Applications electing to compete the Nonprofit Set-aside must provide the following documentation behind this tab:

- X IRS determination letter
- X Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)
- X The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)
- X Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)
Dear Sir or Madam:

This is in response to your request of February 5, 2003, regarding your organization’s tax exempt status.

Our records indicate that a determination letter issued in February 1997 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(3).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.
Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

[Signature]

John E. Ricketts, Director, TE/GE
Customer Account Services
February 22, 2019

Texas Department of Housing and Community Affairs
P.O. Box 13941
221 East 11th Street
Austin, TX 78711-3941

Re: Name of Development: Nuestra Senora (the “Development”)
Address: 405 Montana Ave., El Paso, Texas 79902
Development Owner: EP Montana Manor, LP (the “Applicant”)

Ladies and Gentlemen:

EP Montana Manor, LP, a to-be-formed Texas limited partnership, is the Applicant. Paisano Nuestra Senora GP, LLC, a to-be-formed Texas limited liability company, is the general partner of the Applicant. Paisano Nuestra Senora GP, LLC is, in turn, wholly owned and controlled by its sole member, Paisano Housing Redevelopment Corporation (“PHRC”), a Texas nonprofit corporation and public facility corporation pursuant to Texas Local Government Code Chapter 303. PHRC, in addition to its status as a Texas nonprofit corporation is tax exempt under 501(c)(3) of the Internal Revenue Code (the “Code”).

We have been asked to render our legal opinion to meet the requirements of Tex. Gov’t Code, §2306.6706 and 10 TAC §11.204(14)(A)(iii). This opinion is issued to the Texas Department of Housing and Community Affairs (the “Department”) so that the Department, its governing board, and its staff may rely on it in making any determinations that the Applicant is eligible under Tex. Gov’t Code, §2306.6706(b) for a housing tax credit allocation from the nonprofit set-aside.

In rendering our opinion, we have reviewed: (1) with respect to PHRC, its Certificate of Formation (Articles), as amended; its Certificate of Filing; its Bylaws (as amended); recent Board of Directors’ resolutions and meeting minutes; and the Letter of Determination dated March 5, 1997 from the Internal Revenue Service pertaining to PHRC’s federal tax exempt status; (2) with respect to Paisano Nuestra Senora GP, LLC, we have examined the records of PHRC above and the anticipated corporate structure of Paisano Nuestra Senora GP, LLC; and (3) with respect to the sponsor of PHRC pursuant to TEX. LOCAL GOV. CODE ANN. Ch. 303, the Housing Authority of the City of El Paso (“HACEP”), its formation documents, Bylaws, organizational structure and its governing statute, TEX. LOCAL GOV. CODE ANN. Ch. 392. We have also examined the records of Paisano Nuestra Senora GP, LLC, PHRC, and HACEP to
determine whether or not there exists any identity of interest between them and any for-profit 
sponsors of the above-referenced development, (the “Development”). We have reviewed the 
original or certified copies of the development agreement, the partnership agreement, and such 
other documents, instruments, and writings as we deemed necessary or advisable to enable us to 
render this opinion. We have assumed and relied upon the genuineness of all certifications and 
have no reason to question them. The review of all such documents, individually and 
collectively, forms the basis for our opinion.

Based upon our review of the foregoing, it is our opinion that:

1. PHRC is not affiliated with or Controlled (within the meaning of 10 TAC 
10.3(a)(29) by a for-profit organization with respect to the Development.

2. PHRC is a “Qualified Nonprofit Organization” within the meaning of TEX. GOV’T 
CODE ANN. §2306.6706 and §2306.6729 and §42(h)(5) of the Code.

3. PHRC is an organization described in paragraph (3) or (4) of §501(c) and is 
exempt from tax under §501(a) of the Code. Paisano Nuestra Senora GP, LLC and PHRC 
are also exempt from taxation pursuant to TEX. LOC. GOV’T CODE § 392.005, by virtue of 
their affiliation with HACEP. PHRC is an organization that has its Internal Revenue 
Service documentation of designation as a Section 501(c)(3) or 501(c)(4) organization as 
of the beginning of the Application Acceptance Period. Paisano Nuestra Senora GP, 
LLC is the sole general partner of the Applicant.

4. PHRC is an organization which specifically has the provision of low-income 
housing as one of its tax exempt purposes and the development and operation of the 
Development as low income housing is a legal purpose of the Applicant. Further, both 
Paisano Nuestra Senora GP, LLC and PHRC act exclusively in support of the statutory 
mission of HACEP, which is organized and exists to provide affordable and low income 
housing in its area of operation. TEX. LOC. GOV’T CODE ANN. Ch. 392.

5. EP Montana Manor, LP is eligible for a housing credit allocation from the set-
aside reserved for the use of qualified nonprofit organizations. Paisano Nuestra Senora 
GP, LLC, as a wholly-owned and -controlled subsidiary of PHRC, will control the 
Development. Accordingly, as stated above, Paisano Nuestra Senora GP, LLC is a 
Qualified Nonprofit Organization within the meaning of TEX. GOV’T CODE ANN. 
§2306.6706 and §2306.6729 and §42(h)(5) of the Code. In rendering this opinion, we 
understand and affirm that eligibility is contingent upon the nonprofit organization 
controlling the Development, or in the case of an Application is filed on behalf of a 
limited partnership, the nonprofit organization controlling the development being the sole 
General Partner; and otherwise meeting the requirements of TEX. GOV’T CODE ANN. 
§2306.6706 and §2306.6729 and §42(h)(5) of the Code.

6. Paisano Nuestra Senora GP, LLC will have the managing general partner or an 
affiliate or subsidiary that is also a nonprofit entity or its nonprofit affiliate or subsidiary
meeting the requirements of TEX. GOV’T CODE ANN. §2306.6706 and §2306.6729 and §42(h)(5) of the Code be the Developer or co-Developer as evidenced in the development agreement.

7. PHRC prohibits any member of its board of directors, other than a chief staff member serving concurrently as a member of the board, from receiving material compensation for service on the Board.

8. PHRC has the ability to do business as a nonprofit in Texas.

It is our intention that this opinion be relied upon by you in making your determination as to the Applicant’s required application materials pursuant to 10 TAC §10.204(14)(A)(iii)(I)-(V) and as to the eligibility of the development to receive Housing Tax Credits from the Non-Profit Set-Aside pursuant to TEX. GOV’T CODE ANN. §2306.6706 and §2306.6729 and §42(h)(5) of the Code.

We have made no independent investigation as to factual matters, except as expressly stated herein. We use the terms “to our knowledge,” “to the best of our knowledge,” “as known to us,” “as far as we know,” and similar terms to indicate that we have not made any inquiry or investigation into factual matters, and that our opinions are therefore limited in scope and based solely on the actual knowledge of Robert L. Blumenfeld, the only attorney in our firm who has rendered substantial legal advice to Paisano Nuestra Senora GP, LLC, PHRC, and HACEP in connection with the substitution transaction contemplated with respect to the owner of the development.

We have assumed the legal capacity of all individuals, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as certified, photostatic, or conformed copies, and the authenticity of the originals of such documents. We also have assumed the due authorization, execution and delivery of all documents to be delivered by Paisano Nuestra Senora GP, LLC, PHRC, and HACEP, and the validity and binding effect of those documents with respect to any such party.

Our opinions are based solely upon the laws of the United States of America and the State of Texas. We express no opinion concerning the laws of any other jurisdiction or whether such laws may apply, under a conflict of laws analysis or otherwise.

We express no opinion as to any matter not specifically stated to be and numbered as an opinion, and we undertake no obligation to advise you of legal or factual changes affecting this opinion that occur after the date of this letter.

We confirm that we do not have any financial interest in the Development, and that other than as counsel for Paisano Nuestra Senora GP, LLC, PHRC, and HACEP, we have no interest in the Development and do not serve as a director, officer or an employee of any nonprofit or for-profit organization involved in the Development. We have no undisclosed interest in the subject matters of this opinion.
The foregoing opinions are for the exclusive reliance of the Department. Without prior written consent of this firm, no other person or entity may rely on any opinion expressed in this letter.

Sincerely,

MENDEL • BLUMENFELD, PLLC

[Signature]
Paisano Housing Redevelopment Corporation

This certification confirms that a majority of the members of the Paisano Housing Redevelopment Corporation Board of Directors reside not more than ninety (90) miles from the following applications located within the City of El Paso.

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<thead>
<tr>
<th>Address</th>
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<th>Address</th>
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<tr>
<td>19340</td>
<td>Nuestra Senora</td>
<td>Block at 405 Montana Ave</td>
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<tr>
<td>19346</td>
<td>George Commons</td>
<td>~ 3651 George Dieter Dr</td>
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<tr>
<td>19344</td>
<td>Patriot Place</td>
<td>NEQ, Diana Dr and Kenworthy St</td>
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Gerald W. Cichon  
Chief Executive Officer  
Paisano Housing Redevelopment Corporation

2-21-19  
Date
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<tr>
<th>Account</th>
<th>PTD Actual</th>
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<th>Variance</th>
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## Balance Sheet (With Period Change)

**Period = Dec 2018**

**Book = Accrual ; Tree = ysi_bs**

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<td></td>
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</tr>
<tr>
<td>270300-0000 Notes Payable</td>
<td>218,500.00</td>
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<tr>
<td>270303-0000 Notes Payable-City of El Paso</td>
<td>100,000.00</td>
<td>100,000.00</td>
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<td>270305-0000 Accrued Interest LT</td>
<td>201,351.50</td>
<td>145,120.73</td>
<td>56,230.77</td>
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<tr>
<td>270999-0000 Total Long Term Liabilities</td>
<td>519,851.50</td>
<td>463,620.73</td>
<td>56,230.77</td>
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<tr>
<td>289999-0000 Total Liabilities</td>
<td>75,852,716.39</td>
<td>42,958,517.24</td>
<td>32,894,199.15</td>
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<tr>
<td>290000-0000 Equity</td>
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<td></td>
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<tr>
<td>290200-0100 Net Investment in Capital Assets</td>
<td>3,604,601.80</td>
<td>3,605,601.80</td>
<td>-1,000.00</td>
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<tr>
<td>290300-0000 Retained Earnings</td>
<td>163,937,797.46</td>
<td>169,070,802.97</td>
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<td>290999-0000 Total Equity</td>
<td>167,542,399.26</td>
<td>172,676,404.77</td>
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<td>299999-0000 Total Liabilities and Equity</td>
<td>243,395,115.65</td>
<td>215,634,922.01</td>
<td>27,760,193.64</td>
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<td>999999-0000 Total of All</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>
2019 HTC
Full Application

Part 5 Tab 42

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>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>Affordable Housing Enterprises, Inc.</td>
<td>Gerald Cichon</td>
<td>(915) 849-3702</td>
<td><a href="mailto:gcichon@hacep.org">gcichon@hacep.org</a></td>
<td>TBD</td>
<td>36-4796827</td>
</tr>
<tr>
<td>Pennrose, LLC</td>
<td>Noah Freiberg</td>
<td>(267) 386-8673</td>
<td><a href="mailto:nfreiberg@pennrose.com">nfreiberg@pennrose.com</a></td>
<td>TBD</td>
<td>82-2371443</td>
</tr>
</tbody>
</table>

### Housing General Contractor:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
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</tr>
</thead>
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<td>Affordable Housing Enterprises, Inc.</td>
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<td><a href="mailto:gcichon@hacep.org">gcichon@hacep.org</a></td>
<td>TBD</td>
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</tr>
<tr>
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<td>Noah Freiberg</td>
<td>(267) 386-8673</td>
<td><a href="mailto:nfreiberg@pennrose.com">nfreiberg@pennrose.com</a></td>
<td>TBD</td>
<td>82-2371443</td>
</tr>
</tbody>
</table>

### Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
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<tbody>
<tr>
<td>Affordable Housing Enterprises, Inc.</td>
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<td><a href="mailto:gcichon@hacep.org">gcichon@hacep.org</a></td>
<td>TBD</td>
<td>36-4796827</td>
</tr>
<tr>
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<td>Noah Freiberg</td>
<td>(267) 386-8673</td>
<td><a href="mailto:nfreiberg@pennrose.com">nfreiberg@pennrose.com</a></td>
<td>TBD</td>
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</table>

### Cost Estimator:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pennrose, LLC</td>
<td>Noah Freiberg</td>
<td>(267) 386-8673</td>
<td><a href="mailto:nfreiberg@pennrose.com">nfreiberg@pennrose.com</a></td>
<td>TBD</td>
<td>82-2371443</td>
</tr>
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</table>

### Architect:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
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<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carl Daniel Architects</td>
<td>Hugo Saldana</td>
<td>(915) 533-2700</td>
<td><a href="mailto:hsaldana@cdaelpaso.org">hsaldana@cdaelpaso.org</a></td>
<td>TBD</td>
<td>74-2619846</td>
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### Engineer:

<table>
<thead>
<tr>
<th>Contact Name</th>
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<td>TBD</td>
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</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members*  

### Civil Engineer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Georges Halloul</td>
<td>(915) 584-4457</td>
<td>39-1689347</td>
</tr>
</tbody>
</table>

Email  
ghalloul@sli-engineering.com  
Email  
TBD  
Certified Texas HUB?  No  
This is a direct or indirect, financial, or other interest with Applicant or other team members*  No  

### Market Analyst:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebecca Arthur</td>
<td>(913) 677-4600</td>
<td>94-3108253</td>
</tr>
</tbody>
</table>

Email  
rebecca.arthur@novoco.com  
Email  
TBD  
Certified Texas HUB?  No  
This is a direct or indirect, financial, or other interest with Applicant or other team members*  No  

### Appraiser:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebecca Arthur</td>
<td>(913) 677-4600</td>
<td>94-3108253</td>
</tr>
</tbody>
</table>

Email  
rebecca.arthur@novoco.com  
Email  
TBD  
Certified Texas HUB?  No  
This is a direct or indirect, financial, or other interest with Applicant or other team members*  No  

### Attorney:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barry Palmer</td>
<td>(713) 651-0111</td>
<td>76-0294490</td>
</tr>
</tbody>
</table>

Email  
bpalmer@coatsrose.com  
Email  
TBD  
Certified Texas HUB?  No  
This is a direct or indirect, financial, or other interest with Applicant or other team members*  No  

### Accountant:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
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</thead>
<tbody>
<tr>
<td>Nick Hoehn</td>
<td>(512) 349-3222</td>
<td>94-3108253</td>
</tr>
</tbody>
</table>

Email  
nick.hoehn@novoco.com  
Email  
TBD  
Certified Texas HUB?  No  
This is a direct or indirect, financial, or other interest with Applicant or other team members*  No  

3/1/2019
### Property Manager:

<table>
<thead>
<tr>
<th>EP Home</th>
<th>Satish Bhaskar</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(915) 849-3730</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:sbhaskar@hacep.org">sbhaskar@hacep.org</a></td>
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<tr>
<td>Tax ID Number (TIN)</td>
<td>47-2901996</td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Originator of Underwriter:

<table>
<thead>
<tr>
<th>Bond Issuer:</th>
<th>Originator of Underwriter:</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Issuer:</td>
<td>Hunt Mortgage Group</td>
<td>(212) 317-5747</td>
</tr>
<tr>
<td>Originator of Underwriter:</td>
<td>Joshua Reiss</td>
<td>(212) 317-5747</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:joshua.reiss@huntcompanies.com">joshua.reiss@huntcompanies.com</a></td>
<td>TBD</td>
</tr>
<tr>
<td>Tax ID Number (TIN)</td>
<td>46-5395262</td>
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</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Bond Issuer:

<table>
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<tr>
<th>Bond Issuer:</th>
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<tbody>
<tr>
<td>Bond Issuer:</td>
<td>NA</td>
<td>(503) 808-1362</td>
</tr>
<tr>
<td>Email</td>
<td></td>
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</tr>
<tr>
<td>Tax ID Number (TIN)</td>
<td>22-1146430</td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Syndicator:

<table>
<thead>
<tr>
<th>Syndicator:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Syndicator:</td>
<td>PNC Tax Credit Capital</td>
<td>(503) 808-1362</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:robert.dicks@pnc.com">robert.dicks@pnc.com</a></td>
<td>22-1146430</td>
</tr>
<tr>
<td>Tax ID Number (TIN)</td>
<td>74-600767</td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Supportive Services Provider:

<table>
<thead>
<tr>
<th>Supportive Services Provider:</th>
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</thead>
<tbody>
<tr>
<td>Supportive Services Provider:</td>
<td>Housing Authority of the City of El Paso</td>
<td>(915) 849-3824</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:maflores@hacep.org">maflores@hacep.org</a></td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Supportive Services Provider:

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<tr>
<th>Supportive Services Provider:</th>
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<tbody>
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3/1/2019
<table>
<thead>
<tr>
<th>Title Company</th>
<th>Contact Name</th>
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<tbody>
<tr>
<td>Westar Title</td>
<td>Travis Smith</td>
<td>(915) 747-4147</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:tjsmith@weststar-title.com">tjsmith@weststar-title.com</a></td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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</table>

<table>
<thead>
<tr>
<th>Application Consultant:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>S. Anderson Consulting</td>
<td>Alyssa Carpenter</td>
<td>(512) 789-1295</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
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<table>
<thead>
<tr>
<th>ESA Provider:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase Engineering</td>
<td>James Dismukes</td>
<td>(713) 476-9844</td>
</tr>
<tr>
<td></td>
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<table>
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<th>PCA Provider:</th>
<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Other:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paisano Housing Redevelopment Corp</td>
<td>Tom Deloye</td>
<td>(915) 849-3813</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:tdeloye@hacep.org">tdeloye@hacep.org</a></td>
</tr>
<tr>
<td></td>
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<tr>
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<th>Other:</th>
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<td></td>
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</tr>
</tbody>
</table>
2019 HTC
Full Application

Part 5 Tab 43

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

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible /hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
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

2·28·2019

Date

HUGO SALDANA

Printed Name

21938

License Number and State

CARL DANIEL ARCHITECTS

Firm Name (If applicable)
Additional Architect Statement

As referenced in the 2019 Architect Certification, this Additional Architect Statement includes the following:

1. The requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as shown in the following calculation forms and in the Architectural Plans contained in this Application. A minimum of 5% of all dwelling units will be designed and built to be accessible for persons with mobility impairments and a minimum of 2% of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments. The calculation forms include the total number of units, number and description of unit types, and number of units of each type that will meet accessibility requirements. This statement confirms that accessible units are distributed across unit types and also the development site as shown in the architectural plans.

2. Regardless of building type, all units accessed by the ground floor or by elevator ("affected units") meet the requirements of 10 TAC §11.101(b)(8)(B). The statement confirms that the proposed development complies with visitability requirements per Fair Housing Act Design Manual standards and includes the following:

(i) All common use facilities are in compliance with the Fair Housing Design Act Manual;

(ii) As required by the Fair Housing Design Act Manual, there is an accessible or exempt route from common use facilities to the "affected units" as shown on the architectural site plan; and

(iii) Each "affected unit" includes the following features:

(I) at least one zero-step, accessible entrance;

(II) at least one bathroom or half-bath with toilet and sink on the entry level. The layout of this bathroom or half-bath complies with one of the specifications set forth in the Fair Housing Act Design Manual;

(III) the bathroom or half-bath will have the appropriate blocking relative to the toilet for the later installation of a grab bar, if ever requested by the tenant of that Unit;

(IV) there is an accessible route from the entrance to the bathroom or half-bath, and the entrance and bathroom will provide usable width; and

(V) light switches, electrical outlets, and thermostats on the entry level will be at accessible heights.

By:                          2·28·2019
___________________________
Signature

Date

HUGO SALDANA
Printed Name
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

Once applicants have obtained a DUNS number, they must register with the SAM database:

https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

- [ ] Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- [ ] Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

NOTE: The Department’s Section 811 PRA program is designed such that Davis Bacon generally does not apply.

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- [ ] Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- [ ] Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.
February 21, 2014

Mr. Gerald W. Cichon
5300 E. Paisano Dr.
El Paso, Texas 79905

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Mr. Cichon:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

[Signature]

Cameron F. Dorsey
Director of Multifamily Finance
2019 HTC
Full Application

Part 5 Tab 45

Credit Limit Documentation
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. If 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
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<td>4. Francisco Ortega</td>
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<td>10. Satish Bhaskar</td>
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b. Person/entity has at least one other application in the current Application Round.

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature of Applicant]  
Date: 2/21/19  
Its: CCO

2/20/2019
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).

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Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature of Applicant] Date: 2-21-19 Its: [Signature] 2/20/2019
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).

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<td><strong>b. Person/entity has at least one other application in the current Application Round.</strong></td>
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<tr>
<td>1. W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Jason M. Hunt</td>
</tr>
<tr>
<td>2. W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Joshua W. Hunt</td>
</tr>
<tr>
<td>3. W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Matthew D. Hunt</td>
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<td>4. W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Sarah M. Hunt</td>
</tr>
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<td>5. W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Marcus J. Hunt, Jr.</td>
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<td>6. W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Hayden A. Hunt</td>
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<tr>
<td>7. W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Gracy C. Hunt</td>
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<tr>
<td>8. WGH Dynasty Trust</td>
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Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant]  
6/11/19  
Its: CEO  
6/11/2019
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: 

Which is:  

- [x] The Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [x] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<tr>
<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>George Commons</td>
<td>13</td>
<td>El Paso</td>
<td>100.00%</td>
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I acknowledge that [Gerald W. Cichon] 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)]

Paisano Housing Redevelopment Corporation

Printed Name

Date: 2/28/2019
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: 

Gerald W. Cichon

Which is:  
- [x] Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] Developer for the Applicant for this specific Application
- [ ] Affiliate to 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)

Gerald W. Cichon
Printed Name

Date: 2-28-19

2/20/2019
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: Satish Bhaskar

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]

Satish Bhaskar

Printed Name

Date: 2-28-19

2/20/2019
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:

Francisco Ortega

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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Under penalty of perjury, I certify that the information and these statements are true, complete, and accurate:

By: Francisco Ortega

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name

Date 2/22/19
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: Robbert Anderson

Which is: 

- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
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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)]

Printed Name: Robbert Anderson

Date: 2/20/19
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: Eileen Karlsruher

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
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate.

By: [Signature]  [Printed Name]  [Date]

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  Eileen Karlsruher  2/27/19

2/20/2019
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: Yadira Beltran

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)

Yadira Beltran
Printed Name

Date

2/20/2019
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: Mark H. Dumbly

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:

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Mark H. Dumbly, President  
Printed Name  
Date 2/21/2019
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: Richard K. Barnhart

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)]

Richard K. Barnhart, Chairman & CEO

2/21/2019

Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Timothy I. Henkel

Which is:
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Timothy I. Henkel, Senior Vice President 2/21/2019

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Pennrose Holdings, LLC

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [x] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Timothy I. Henkel, Senior Vice President

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  Tim Henkel

Printed Name  Pennrose Holdings, LLC

Date  2/21/2019
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: Pennrose PHL, 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] Timothy J. Henkel, Senior Vice President, [Printed Name] Pennrose PHL, LLC  
Date: 2/21/2019
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: Pennrose, 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: Timothy I. Henkel, Senior Vice President  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

2/21/2019  
Date
**Part II. Credit Limit Certification**

**Instructions:**
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

**Name and role of Person or Entity completing this form:**

<table>
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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)  
Hunt PR Holdings, LLC  
Printed Name  
Date  
2/24/19

2/20/2019
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: Hunt ELP, Ltd.

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [x] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [x] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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I acknowledge that [redacted] is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

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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)]

Hunt ELP, Ltd.

Printed Name

Date: 2/20/19
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: HB GP, LLC

Which is: 
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [x] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
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- [x] a Guarantor on the Application

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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] Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Printed Name: HB GP, LLC  
Date: 2/22/19

2/20/2019
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: W.L. Hunt

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
X ☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
X ☐ a Developer for the Applicant for this specific Application  
☐ an Affiliate to the Applicant  
☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: W.L. Hunt  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name: W.L. Hunt

Date: 1/26/9

2/20/2019
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: Hunt Company, LLC

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [x] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name: Hunt Company, LLC

Date: 2/20/19
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: [ ] Hunt Companies, Inc.

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)]

[Printed Name]

[Date: 2/26/19]
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: W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Jason M. Hunt

Which is:
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate.

By: [Signature]

W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Jason M. Hunt

Printed Name

Date 6/11/19
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: 

W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Joshua W. Hunt

Which is:  

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Cathie A. Bland

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Joshua W. Hunt

Printed Name

4/11/19

Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: 

W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Matthew D. Hunt

Which is:

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I acknowledge that Gerald W. Chichon is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

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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)]

W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Matthew D. Hunt

Date: 4/14/19

6/11/2019
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: W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Sarah M. Hunt

Which is:

- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [x] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [x] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<tr>
<th>Development Name:</th>
<th>Region:</th>
<th>City:</th>
<th>% Ownership:</th>
<th>% of Dev. Fee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patriot Place</td>
<td>13</td>
<td>El Paso</td>
<td>100.00%</td>
<td>50.00%</td>
</tr>
<tr>
<td>Nuestra Senora</td>
<td>13</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Sarah M. Hunt

Date: 4/11/19

6/11/2019
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:  

W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Marcus J. Hunt, Jr.

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 of the Applicant  

☐ a Developer for the Applicant for this specific Application  

☐ an Affiliate to the Applicant  

☒ a Guarantor on the Application

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  

[Signature]  

W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Marcus J. Hunt  

Printed Name:  

Date:  

6/11/19
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: W.I. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Hayden A. Hunt

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [X] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [X] a Guarantor on the Application

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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)  
W.I. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Hayden A. Hunt  
Date  
4/11/19
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: W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Gracyn C. Hunt

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)]

W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Gracyn C. Hunt

Printed Name

Date

6/11/19
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: WGH Dynasty Trust

Which is:
- [ ] the Applicant [Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.]
- [x] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
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- [x] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]  WGH Dynasty Trust  6/11/19

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  Printed Name  Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: M.L. Hunt and N. Howrey Hunt 2008 GRAT Reminderr Trust

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]

M.L. Hunt and N. Howrey Hunt 2008 GRAT Reminderr Trust

Printed Name

Date: 4/11/19
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: Clay Parker

Which is:

- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [x] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
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<th>City</th>
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</thead>
<tbody>
<tr>
<td>George Commons</td>
<td>13</td>
<td>El Paso</td>
<td>100.00%</td>
<td>50.00%</td>
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<tr>
<td>Patriot Place</td>
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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: Clay Parker

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name

Date

May 30, 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: M.L. Hunt

Which is:
- [] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [x] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [] an Affiliate to the Applicant
- [x] a Guarantor on the Application

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: **M. L. Hunt**

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name: M. L. Hunt

Date: 5-30-19

2/26/2019
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:  

<table>
<thead>
<tr>
<th>Name and role of Person or Entity completing this form:</th>
<th>Guy Arnold</th>
</tr>
</thead>
</table>

Which is:  
- [x] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
- [x] a Developer for the Applicant for this specific Application  
- [ ] an Affiliate to the Applicant  
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<td>Patriot Place</td>
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<td>Nuestra Senora</td>
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</tbody>
</table>

I acknowledge that is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

Guy Arnold

Printed Name

Date: 05/30/19
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: Kara Harchuck

Which is:  
☒ 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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I acknowledge that Gerald W. Cichon 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: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Kara Harchuck

Printed Name

05/30/19

Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: James C. Hunt

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [x] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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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) James C. Hunt Printed Name 05/30/19 Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Joshua W. Hunt

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [X] a Developer for the Applicant for this specific Application
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Joshua W. Hunt

Date: 5/30/2019
**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: Anna Louise Valdez Perez

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [x] a Guarantor on the Application

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I acknowledge that Gerald W. Citron 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:  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Anna Louise Valdez Perez  
Printed Name  
5/30/19  
Date
2019 HTC
Full Application

Part 6 Tab 46

Community Input Scoring Items
## Community Input Scoring Items

**TDHCA#: 19340**

### 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.**
  - **City of El Paso**
  - Name of Local Government Body
  - 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)

- **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)

- **Application has included one or more letters of support or opposition behind this tab.**
  - List information for each of the letters below:

<table>
<thead>
<tr>
<th>Community Organization</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. El Paso Coalition for the Homeless</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Name of Community Organization</td>
<td>Carol Bohle</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B. Project Bravo</strong></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Name of Community Organization</td>
<td>Laura Ponce</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>C. El Paso Collaborative</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Name of Community Organization</td>
<td>Teresa Craig</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>D. Centro de Salud Familiar La Fe, Inc.</strong></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Name of Community Organization</td>
<td>Salvador Balcorta</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
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<tr>
<td><strong>E.</strong></td>
<td>Support</td>
<td>Opposition</td>
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<td><strong>F.</strong></td>
<td>Support</td>
<td>Opposition</td>
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<tr>
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<tr>
<td>Contact Name</td>
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Local Government Support Resolution
RESOLUTION

WHEREAS, the Housing Authority of the City of El Paso (HACEP) has proposed a development for affordable rental housing at 405 Montana Ave., El Paso, Texas 79902, named Nuestra Senora, in the City of El Paso, Texas; and

WHEREAS, HACEP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2019 Competitive 9% Housing Tax Credits for Nuestra Senora; and

WHEREAS, HACEP has requested a waiver of permit fees in the amount of $500 from the City of El Paso.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it supports the proposed Nuestra Senora located at 405 Montana Ave., El Paso, Texas 79902 (TDHCA Application number 19340) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 26, 2019.

2. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has committed to HACEP, a waiver of $500.00 in permit fees; these funds shall be used in developing Nuestra Senora located at 405 Montana Ave., El Paso, Texas 79902 (TDHCA Application number 19340).

3. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

ADOPTED this 26th day of Feb., 2019.

THE CITY OF EL PASO

[Signature]

Dee Margo
Mayor

(Signatures Continue on Following Page)
ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:

Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Nicole M. Ferrini
Director, Community + Human Development Department
2019 HTC
Full Application

Part 6 Tab 46

Support from State Representative
February 21, 2019

Mr. David Cervantes  
Executive Director  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78711

RE: Nuestra Señora, TDHCA # 19340

Dear Mr. Cervantes:

I write in support of a the El Paso Housing Authority's development, Nuestra Señora, that will be located in House District 77. The 90 unit affordable housing community will be located at 405 Montana Avenue, El Paso, Texas 79904. Nuestra Señora will consist of 78, 1-bedroom units and 12, 2-bedroom units that will greatly benefit our community in a variety of ways.

As El Paso continues to expand, the city is faced with the challenge of creating equitable housing opportunities that meet the unique needs of our residents. Your support of Nuestra Señora will not only lessen the shortage of affordable housing in the area, but also create jobs for residents of our community, serving as an economic stimulus.

I encourage your support for an award and commitment. Our community's need for affordable housing is immediate, and your attention and support of this project will be greatly appreciated.

Thank you for your continued service to your community and the State of Texas. If I may be of further assistance, please do not hesitate to contact my office at (512)463-0638.

Sincerely,

[Signature]

Lina Ortega  
District 77
Input from Community Organizations
February 8, 2019

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: TDHCA Applications

Dear Ms. Gamble:

On behalf of the El Paso Collaborative, I am writing this letter of support for the El Paso Housing Authority and their application to TDHCA for Tax Credits. There is a need for housing that is affordable to citizens of modest means in El Paso, TX, and this development will help fulfill that need. We support the Housing Authority in their endeavor to secure Tax Credits for the addresses listed below.

- Application # 19348 Nuestra Senora,
  405 Montana. El Paso TX. 79902

- Application # 19344 Patriot Place,
  Lot 2, Block 6, Castner Range Subdivision #1 El Paso TX. 79924

- Application # 19342 Sierra Vista’
  4647 Maxwell, El Paso TX. 79904

- Application # 19346 George Commons,
  Lot 2, Block 1, Pars Commercial Village, El Paso TX.79936

- Application # 19343 Cortez Plaza,
  201 Cortez, El Paso TX. 79905

Sincerely,

[Signature]
Teresa Craig
Co-Interim Executive Director
El Paso Collaborative

6090 Surety, Suite 210 • El Paso, Texas 79905
Tel: 915.590.1210 • Fax: 915.590.1219
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 10, 2019

EL PASO COLLABORATIVE FOR COMMUNITY AND ECONOMIC D
6090 SURETY DR STE 210
EL PASO, TX 79905-2041

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 09-16-1996
- Sales and use tax, as of 09-16-1996
  (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: 17427961606

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.
The El Paso Collaborative for Community and Economic Development (the Collaborative) is a Texas not-for-profit organization that has served El Paso and the surrounding area since 1996. Our service area is El Paso, TX.

In addition to its non-profit status, the Collaborative is a U.S. Treasury-certified Community Development Financial Institution, i.e. a “community lender”. Community Development Financial Institutions were established to provide access to capital to underserved populations. The Collaborative offers a wide variety of loans, programs and services.

El Paso Giving Day is an event that will be take place online beginning midnight, November 15, 2018 and ending that same day at 11:59 PM in the platform www.ElPasoGivingDay.org with the purpose of receiving donations from potential investors who will contribute to the success of organizations like El Paso Collaborative for Community and Economic Development.
Programs and Services

The Collaborative offers a wide range of loan products, programs and services, each designed to address a specific community need. As a Community Development Financial Institution, we offer loans to other non-profit organizations.

We offer a variety of housing programs including downpayment assistance mini grants, contract for deed conversion, rehabilitation of principal residences, barrier removal and accessibility modifications. Applicants must meet certain income and other requirements to qualify.

The Collaborative is a Volunteer Income Tax Assistance (VITA) site that provides free income tax preparation for low-income households during tax season.

Related Articles

- Amy Young Barrier Removal Program (AYBRP)
- Volunteer Income Tax Preparation (VITA) Program
- Community Loan Program - Loans Available
- Financial Literacy Manual
- Money Management Workshops
- Homeowner Rehabilitation Assistance-HRA-PWD Program
- Homebuyers Assistance
- Homebuyer Education
- Contract for Deed Conversion Program
- El Paso Collaborative Critical Repair Program

Contact Information

Address:
6090 Surety Dr. Ste, Ste 210
El Paso, TX 79905

Phone:
(915) 590-1210

About El Paso Collaborative
Related Articles

- [Money Smart Week EP](#)

Contact Information

Address:
- 6090 Surety Dr. Ste, Ste 210
- El Paso, TX 79905

Phone:
- (915) 590-1210

About El Paso Collaborative

Established in 1996 and incorporated as a non-profit organization, the El Paso Collaborative for Community and Economic Services has become a community development leader. Built on long-standing relationships with the public and private sector, the El Paso Collaborative has been highly successful in bringing much-needed resources to an area impacted by high unemployment rates and above-average poverty levels. Its efforts in affordable housing development and access to affordable loans have touched the lives of El Pasoans.
February 8, 2019

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: TDHCA Applications

Dear Ms. Gamble:

I am writing this letter to voice my support for TDHCA Tax Credit Applications listed below, to be located in El Paso, TX. There is a need for housing that is affordable to citizens of modest means and these developments will help fulfill that need.

- Application # 19348 Nuestra Senora, 405 Montana, El Paso TX. 79902
- Application # 19344 Patriot Place, Lot 2, Block 6, Castner Range Subdivision #1 El Paso TX. 79924
- Application # 19342 Sierra Vista’, 4647 Maxwell, El Paso TX. 79904
- Application # 19346 George Commons, Lot 2, Block 1, Pars Commercial Village, El Paso TX. 79936
- Application # 19343 Cortez Plaza, 201 Cortez, El Paso TX. 79905

The El Paso Coalition for the Homeless is a tax exempt civic organization that serves the community in which the development sites are located, with a primary purpose of the overall betterment of the community.

Sincerely,

Carol Bohle
Executive Director
El Paso Coalition for the Homeless
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 09, 2019

EL PASO COALITION FOR THE HOMELESS
6044 GATEWAY BLVD E STE 211
EL PASO, TX 79905-2052

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 03-10-2003
- Sales and use tax, as of 03-10-2003
  - (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: 13521928096

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El Paso Coalition for the Homeless

The El Paso Coalition for the Homeless is the lead agency for the El Paso Continuum of Care. It is a Texas non-profit corporation that serves as a coordinating entity for numerous agencies and individuals who provide housing, services, and support to the homeless, including social services, members of the faith community, local business and community agencies, state, federal and local governmental entities, and members of the general public. The priority goal of the Coalition is to collaboratively create an improved homeless service system that more effectively provides services, support, and housing to all El Paso’s homeless, with a primary focus on moving individuals and families out of homelessness.

Although the Coalition does not provide any direct services to clients, it serves as the backbone organization to many other groups that do. The Coalition serves those who serve the homeless through research, project management, training and technical assistance. The ultimate goal of the Coalition is a homeless service system that achieves reduction in new instance of, length of, and returns to homelessness, and meets the varying needs of homeless sub-populations such as unaccompanied youth, veterans, chronically homeless and families with children.

National Hunger and Homelessness Awareness Week!
Welcome to the El Paso Coalition for the Homeless

Through collaboration and coordination of efforts and an effective balance of programs, El Paso’s Continuum of Care will meet the diverse needs of persons at risk of becoming homeless, homeless individuals and families who can transition to a return to self-sufficiency, and those homeless who are no longer able to be totally independent. **Mission:** The El Paso Coalition for the Homeless is a membership-driven alliance dedicated to securing appropriate housing and services for persons who are homeless through advocacy, resources and innovation.
Through collaboration and coordination of efforts and an effective balance of programs, El Paso’s Continuum of Care will meet the diverse needs of persons at risk of becoming homeless, homeless individuals and families who can transition to a return to self-sufficiency, and those homeless who are no longer able to be totally independent.

Mission: The El Paso Coalition for the Homeless is a membership-driven alliance dedicated to securing appropriate housing and services for persons who are homeless through advocacy, resources and innovation.

CONTACT US

6044 Gateway East, Suite 211
Phone: (915) 843-2170
Fax: (915) 843-2184
Email: epch@elp.twwbc.com
Web: http://www.ephomeless.org

STAFF:

Carol Bohle, Executive Director:
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ggray.epch@elp.twwbc.com
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drodriguez.epch@elp.twwbc.com

MENU
February 8, 2019

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: TDHCA Applications

Dear Ms. Gamble:

I am writing this letter to voice my support for TDHCA Tax Credit Applications listed below, to be located in El Paso, TX. There is a need for housing that is affordable to citizens of modest means and this development will help fulfill that need.

- Application #19348 Nuestra Senora,
  405 Montana. El Paso TX. 79902

- Application #19344 Patriot Place,
  Lot 2, Block 6, Castner Range Subdivision #1 El Paso TX. 79924

- Application #19342 Sierra Vista
  4647 Maxwell, El Paso TX. 79904

- Application #19346 George Commons,
  Lot 2, Block 1, Pars Commercial Village, El Paso TX. 79936

- Application #19343 Cortez Plaza,
  201 Cortez, El Paso TX. 79905

"La Salud de la Comunidad es La Fe"

Sincerely,

[Signature]
Salvador Balcorta, M.S.S.W.
Chief Executive Officer
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 12, 2019

CENTRO DE SALUD FAMILIAR LA FE, INC.
1314 E YANDELL DR
EL PASO, TX 79902-5529

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

  Franchise tax, as of 04-01-1970
  Sales and use tax, as of 08-29-1977
    (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
  The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17418421693

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.
Welcome from the CEO

On behalf of the Board of Directors, staff, and families of Centro de Salud Familiar La Fe, Welcome! ¡Bienvenidos!

Centro De Salud Familiar La Fe (La Fe) is a social-justice organization whose roots run deeply and proudly into one of our nation’s most historic Chicano communities. The year was 1967 — the height of the nation’s Civil Rights Movement. It was here in El Paso, Texas’ Segundo Barrio that a group of passionate grassroots activists — most of whom were single mothers and grandmothers — united and mobilized to launch a people’s uprising against the poverty, crime, social ills, and gangs that were destroying their community.

The Mothers of La Fe, our founders, dreamed of a better world for their children. They understood that when children and their families are empowered — when their worlds come alive with quality education, economic development, affordable and superb health care, dignified housing, and vibrant arts and culture — nothing can stop them.

From within a one-room, slum apartment — armed with little more than their determination and a small band of volunteers — our founders put their dream into action. Against all odds, they established a nonprofit of their own to bring their community closer to a better tomorrow.

Today, their dream has grown far beyond the streets of Segundo Barrio. It has become the Southwest’s leading Federally Qualified Health Center and one of the nation’s most respected social-justice nonprofits. La Fe is now a network of seven, state-of-the-art community-health centers, multiple community-service sites, the Southwest’s largest comprehensive HIV/ AIDS treatment and resources facility, a dual-language charter school, and other community programs serving El Paso County’s families.

La Fe’s growing network includes a child and adolescent wellness complex in the heart of Segundo Barrio that unites traditional health care with arts, technology, and culture. San Antonio, Texas is home to our Research, Policy, and Education Center — an information resource on the massive economic, social, and political impact of the nation’s fast-rising Latino population.

La Fe is here to continuously improve the quality of life of El Paso’s families — especially our low-income community members, the uninsured, and the medically underserved — all while keeping our community’s dignity, traditions, and cultural values at heart. Our founders — those brave, community activists who dared to dream — their children, and the generations yet to come deserve nothing less.

Being a part of the La Fe family has been one my life’s greatest blessings. As a teen Segundo Barrio activist, I witnessed the birth and growth of our founders’ dream. Now, as La Fe’s CEO, it is my honor to welcome you to our home and invite you to meet the proud members of our medical and dental teams, our technology personnel and administrators, our artists and educators, our social workers, and community-service professionals. Each of them is a living realization of La Fe’s commitment to our community’s struggle and our belief in the power of social justice.

“La Salud De La Comunidad Es La Fe!”

Salvador Balcorta, MSSW, Chief Executive Officer, Centro De Salud Famililiar La Fe
Social Services

La Fe’s Social Services Department is a team of community-conscious social workers.

Located at the historic original La Fe Clinic site at 608 S. St. Vrain, our Social Services staff provides patients and community members with in-house counseling and therapy and offers referrals to resources and crisis intervention. Other services include home visits and case management.

The department’s social work team collaborates with clinic coordinators, department heads, and other La Fe program directors to help connect community members with the social-service resources they, their children, or family members need.

Our Social Services Department collaborates with other mental-health advocates to promote awareness, education, and stigma reduction. These organizations include the Paso Del Norte Health Foundation, the National Alliance On Mental Illness—El Paso, and the University of Texas at El Paso.

In addition, our Social Services staff coordinates a monthly food pantry with the Valley Community Food Pantry.

Office Information

Address
La Fe WIC Program

La Fe’s Women, Infants, and Children’s Program (WIC) provides essential nutritional and breastfeeding education and support to El Paso County’s low-income women and their families.

Our bilingual and culturally respectful staff serves our community via its two main sites, the La Fe Central Clinic and the La Fe WIC Program office on Yandell Avenue. Our program’s staff coordinates workshops and training sessions for our community’s health professionals on the nutritional benefits of breastfeeding.

Additionally, our staff works with our local business community on how to establish Mother and Breastfeeding-Friendly workplaces. Visits are scheduled with new mothers at area hospitals shortly after birth so our breastfeeding counselors and personnel can offer counseling and education.

Breastfeeding education and outreach are also available at La Fe’s satellite clinics.

Yandell WIC Office Information

Address

823 E. Yandell Ave., El Paso, Texas 79902 - United States
Senior Companion Program

Thanks to the community spirit of La Fe’s Senior Companion Program (SCP) volunteers, many homebound or disabled elderly El Pasoans have found the companionship and support they needed to lead more independent and fulfilling lives.

Our SCP volunteers (ages 55 and up) receive training on recognizing the signs of elder depression, Alzheimer’s disease, and other common senior health and social issues.

They spend quality time with their homebound peers and, in the process, help La Fe identify social and healthcare needs among our community’s elders. After all, who better than another senior to understand if a community elder needs help with medication management, home assistance, or would simply enjoy some friendly company?

La Fe’s Senior Companions gain lasting friendships and the satisfaction of knowing they have contributed to another senior’s health and wellbeing.

This program is a partnership with the Corporation for National and Community Service.

Office Information
Contact us

- 1314 E. Yandell El Paso, TX - United States
- Phone: (915) 534-7979 | Fax: (915) 534-7601

- La Salud De La Comunidad Es La Fe.

Follow us

Our Mission

To improve the quality of life of those we serve by continuously enhancing the health and human services provided.

La Fe is an FTCA Deemed Facility.

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To Top
February 8, 2019

Texas Department of Housing and Community Affairs
Sharon Gamble, Administrator Multifamily Finance
221 East 11th Street
Austin, TX 78701

RE: TDHCA Applications

Dear Ms. Gamble:

Please accept this letter of support on behalf of El Paso Community Action Program, Project BRAVO, Inc. for the Housing Authority of the City of El Paso (HACEP) for TDHCA Tax Credit applications for properties in El Paso listed in the following:

- Application # 19348 Nuestra Senora, 405 Montana. El Paso TX. 79902
- Application # 19344 Patriot Place, Lot 2, Block 6, Castner Range Subdivision #1 El Paso TX. 79924
- Application # 19342 Sierra Vista, 4647 Maxwell, El Paso TX. 79904
- Application # 19346 George Commons, Lot 2, Block 1, Pars Commercial Village, El Paso TX.79936
- Application # 19343 Cortez Plaza, 201 Cortez, El Paso TX. 79905

Affordable and safe housing is limited in our community and essential to our Case Management program so that families can focus on improving their life circumstances by completing their education and/or finding/maintaining productive employment.

Project BRAVO exists to maximize resources for an improved quality of life for the economically disadvantaged residents of El Paso. We remain committed to putting an end to poverty by mobilizing resources and promoting self-sufficiency as we strive to achieve a better tomorrow for our community.

Should you need further information, please contact me at lponce@projectbravo.org or at (915) 526-4100 ext. 115.

Sincerely

Laura Ponce
Executive Director
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 09, 2019

EL PASO COMMUNITY ACTION PROGRAM PROJECT BRAVO
PO BOX 3445
EL PASO, TX 79923-3445

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 05-18-1965
- Sales and use tax, as of 06-23-1988
  (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: 17460682515

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.
ABOUT US

Project BRAVO was established in 1965 as a private nonprofit 501(c)(3) corporation. It is the designated Community Action Agency (CAA) for El Paso County. Project BRAVO is funded by the Texas Department of Housing and Community Affairs through the Community Services Block Grant (CSBG) and various other funding sources.

OUR MISSION

Project BRAVO, Inc. is a non-profit 501(c)(3) organization that exists to maximize resources for an improved quality of life for the economically disadvantaged residents of El Paso County.

OUR VISION

Project BRAVO, Inc. is committed to putting an end to poverty by mobilizing resources and promoting self-sufficiency as we strive to achieve a better tomorrow for our community.

OUR COMMUNITY

El Paso is home to a population of approximately 833,592 people, with over 80 percent of its population being Hispanic or Latino and 21 percent living in poverty.
Weatherization Program

Weatherization is a service that is provided to make your home more energy efficient. “Weatherizing” a home involves installing a wide variety of energy efficiency measures, including insulation around doors, windows and in attics, as well as revamping heating ventilation, air conditioning and electrical systems. The most effective weatherization utilizes a “whole home approach”, which combines several of these procedures to reduce net energy use.

Types of Services:
- Attic Insulation
- Weatherstripping
- AC/Furnace Repair

Applications for the Weatherization Program are accepted at all Project BRAVO Centers.

Eligibility:
- Clients must meet program requirements
- Priority is given to the elderly and people with disabilities
- Selection for servicing a home under this component is done by priority points in the County of El Paso stretching from Anthony to Tornillo, TX.

Locations

<table>
<thead>
<tr>
<th>Region</th>
<th>Address</th>
<th>City</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central</td>
<td>2000 Texas Ave. El Paso TX 79901</td>
<td>El Paso</td>
<td>TX</td>
</tr>
<tr>
<td>Westside</td>
<td>7000 9th St. Canutillo TX 79835</td>
<td>El Paso</td>
<td>TX</td>
</tr>
<tr>
<td>Northeast</td>
<td>8815 Dyer St. Suite 300, El Paso TX 79904</td>
<td>El Paso</td>
<td>TX</td>
</tr>
<tr>
<td>Eastside</td>
<td>14901 Whitetail Deer Dr. El Paso TX 79938</td>
<td>El Paso</td>
<td>TX</td>
</tr>
<tr>
<td>Ysleta</td>
<td>8908 Old County Rd. El Paso TX 79907</td>
<td>El Paso</td>
<td>TX</td>
</tr>
<tr>
<td>Lower Valley</td>
<td>13680 Socorro Rd. San Elizario TX 79849</td>
<td>San Elizario</td>
<td>TX</td>
</tr>
</tbody>
</table>
Foreclosure Prevention Program

Project BRAVO’s Foreclosure Prevention Program aims to help keep families in their homes by preventing avoidable foreclosures. Our Foreclosure Prevention Housing counselor will assess your unique situation by examining your financial situation and current mortgage status. The counselor will then help you understand the options and possible solutions available to you and together you and the counselor will create a step-by-step action plan to reach the best solution to fit your needs.

We are here to help. Follow the steps below to get started.

**Step 1:** Complete and submit the intake form. Do not complete the application until a housing counselor has contacted you to schedule an appointment.

**NO APPLICATIONS WILL BE ACCEPTED UNTIL INTAKE SHEET IS SUBMITTED AND REVIEWED.**

**Step 2:** After your intake sheet is reviewed, you will be contacted on the status of your intake and an appointment can then be scheduled. You may now complete and submit the application and bring in all required documents.
Required Third Party Reports

ALL third-party reports must include the following statement:

“All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law.”

Complete the information below as applicable §11.205.

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   
   Pre pared by: Phase Engineering  
   
   Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   
   If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.
   
   Development is funded by USDA and is not required to supply an ESA.

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**
   
   All Applications selecting Points for Section 811 PRA Program participation under the Competitive HTC program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.
   
   All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.
   
   Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.
   
   Documentation of HUD Environmental Clearance is included behind this tab.
   
   Applicant has submitted an environmental packet to TDHCA and determination is pending.
   
   Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.
   
   MF DL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58 and documentation of HUD Environmental Clearance is included behind this tab.

   Applicant has submitted an environmental packet to TDHCA and clearance is pending.

   Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.

   http://www.tdhca.state.tx.us/program-services/environmental/index.htm

   A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

   Name of Firm:  
   Contact Person:  
   Contact Telephone:  
   Email:  

3. **Primary Market Area Map**
   
   X Primary Market Area (PMA) map with definition of PMA is included behind this tab.

   Prepared by: Novogradac & Company, LLP  
   
   Development Site Location:  
   Longitude: 31.86904  
   Latitude: -106.433595

4. **Property Condition Assessment (PCA)**
   
   Prepared by: NA  
   
   Date of Report:

5. **Appraisal**
   
   Prepared by: NA  
   
   Date of Report:

6. **Site Design and Development Feasibility Report**
   
   Prepared by: SLI Engineering  
   
   Date of Report: 2/28/2019
2019 HTC
Full Application

Part 7 Tab 47

ESA Statement
Nuestra Senora
Additional ESA Certification

Per the ESA prepared for Nuestra Senora, EP Montana Manor, LP certifies that it will comply with any and all recommendations made by the ESA provider.

__________________________
Gerald W. Cichon

2-21-19
Date
2019 HTC
Full Application

Part 7 Tab 47

Market Study Map and Definition
PMA Map – Census Tracts
The PMA encompasses approximately 29 square miles.
Census tracts included in the PMA:

<table>
<thead>
<tr>
<th>PMA CENSUS TRACTS</th>
<th>CENSUS TRACTS</th>
</tr>
</thead>
<tbody>
<tr>
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<td>481410011.14</td>
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</tbody>
</table>

4.0-mile radius

Source: Google Earth, February 2019
2019 HTC
Full Application

Part 8 Tab 48

Tie-Breaker Information
### Tie-Breaker Information

**Tie-Breaker #1 (10 TAC §11.7(1))**

Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. Then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (AMFI), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

#### Is Site in Region 11 or 13?
- **Yes**
  - Poverty Rate = NA
- **No**
  - Poverty Rate is less than 15.629.

#### Is Site in Region 11?
- **No**
  - Poverty Rate = NA
  - Applicable Poverty Rate = NA
  - Poverty Rate is less than 30.629.

#### Is Site in Region 13?
- **Yes**
  - Poverty Rate = 49.7
  - Applicable Poverty Rate = 20.629
  - Poverty Rate is less than 20.629.

Rent Burden Rank = 250 (lower number wins tie)

### Tie-Breaker #2 (10 TAC §11.7(2))

Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

- Development Longitude: 31.86904
- Development Latitude: -106.433595
- Target Population: General
- Closest Development serving same Population: Artspace El Paso Lofts
- Application Number: 14037
- Address: 601 N. Oregon Street
- Year of Award: 2014
2019 HTC
Full Application

Part 9

TDHCA Review Tabs
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Submit Eligibility Certification for Anna Louise Valdez Perez on the February 13 form.
3. Explain why option contracts for 910 and 916 N. Kansas were included as site control documents. They do not contain any part of the subject site, the option for the subject property says nothing of either of these tracts, and the lease says nothing of these tracts.
4. Submit receipts for the $100 “Independent Consideration” for the subject site and one or both of the other properties under contract, as applicable.
5. Submit receipts for the $5,000 “Option Fee” for the subject site and for the $2,000 for one or both of the of the other properties under contract, as applicable.
6. Submit receipts for the two $3,000 extension fees that have become due for the subject site and for the two $500 extension fees that have become due for one or both of the of the other properties under contract, as applicable.
7. Explain why the title commitment describes the land as “a portion of Lots 1-10” when the contracts’ exhibits, site plan, etc., represent that the site is all of Lots 1-10.
8. Submit floor plans of ground floor and any other floors/levels that were not submitted.
9. Explain why the Development Narrative says there will be “podium parking” beneath the residential floors of the building when the architectural plans do not show this.
10. Explain why the rents presented in the Rent Schedule are from the TDHCA Rent Tool instead of rents reflected in the attachment to Gerald Cichon’s letter of February 28, 2019 (i.e., $490 for 1BR units and $598 for 2BR units associated with TX003000018), and explain why the rents currently stated on the website referenced in the letter exceed the $490 and $598 that the attachment to the letter shows.
11. Explain how you know that the PHA utility allowances are applicable to the RAD development.
12. Explain how the application is eligible for 12 points for its voluntary eligible building costs.
13. Explain how a RAD development is eligible to receive an operating subsidy as said in
the Financing Narrative.
14. Submit a letter no older than September 1, 2018, from a third-party CPA, verifying the capacity of Paisano to contribute $2,556,000 in funds that are not otherwise committed or pledged.
15. Submit a letter no older than September 1, 2018 from Paisano’s bank(s) confirming that such funds are and will remain available at commitment and until the required investment is completed.
16. Identify the location of the City of El Paso’s $500 waiver of permit fees in the cost schedule or Sources and Uses.
17. Revise the Hunt ELP, Ltd. chart to name the trustee of each trust listed without an identified trustee.
18. Submit Previous Participation Form for Pennrose Montana Manor, LLC; Paisano Nuestra Senora GP, LLC; James C. Hunt; Clay Parker; Guy Arnold; Joshua W. Hunt; and Kara Harchuck.
19. It appears that the Persons under Hunt Companies, Inc. in the organization charts are under common control with Hunt Companies, Inc. because the executive officers of Hunt Companies, Inc. control their source of benefits. Therefore, these Persons are Affiliates and subject to the credit limit reporting requirements. Please revise Credit Limit Part I to include W.L. Hunt & Gayle Hunt 2004 Irrevocable Trust f/b/o Jason M. Hunt, W.L. Hunt & Gayle Hunt 2004 Irrevocable Trust f/b/o Joshua W. Hunt, W.L. Hunt & Gayle Hunt 2004 Irrevocable Trust f/b/o Matthew D. Hunt, W.L. Hunt & Gayle Hunt 2004 Irrevocable Trust f/b/o Sarah M. Hunt, W.L. Hunt & Gayle Hunt 2004 Irrevocable Trust f/b/o Marcus J. Hunt, Jr., W.L. Hunt & Gayle Hunt 2004 Irrevocable Trust f/b/o Gracyn C. Hunt, WGH Dynasty Trust, M.L. Hunt & N. Howrey Hunt 2008 GRAT Remainder Trust, and Camille Robison.
20. Submit Credit Limit Part II for the Persons above, as applicable.
22. Submit a resolution of Paisano’s board indicating approval of the nonprofit’s participation in the application and naming all members of the organization that are authorized to act on its behalf.
23. Feasibility report requires a survey dated within the past two years. Confirm that the “plat of boundary” is a survey that meets the requirements of 11.204(15)(B), or submit such a survey.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2019 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be
All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2019 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2019 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on Monday, August 12, 2019. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b), there are important limitations and caveats (Also see 10 TAC §10.2(h)).
1. Submit Eligibility Certification for Anna Louise Valdez Perez on the February 13 form.

See attached certification for Anna L. Perez (aka Anna Louise Valdez Perez) on revised form.


Applicant Eligibility forms should not be required for entities that do not have control. See attached email correspondence with Elizabeth Henderson from the other HACEP application (Patriot Place) which has the same structure.

3. Explain why option contracts for 910 and 916 N. Kansas were included as site control documents. They do not contain any part of the subject site, the option for the subject property says nothing of either of these tracts, and the lease says nothing of these tracts.

These parcels were considered early in the site selection process, and inadvertently included in the final application. Please disregard.

4. Submit receipts for the $100 “Independent Consideration” for the subject site and one or both of the other properties under contract, as applicable.

See attached receipt for $5,100 for Independent Consideration ($100) and Option Fee ($5,000) for the subject site. 910 and 916 N. Kansas are not applicable.

5. Submit receipts for the $5,000 “Option Fee” for the subject site and for the $2,000 for one or both of the other properties under contract, as applicable.

See attached receipt for $5,100 for Independent Consideration ($100) and Option Fee ($5,000) for the subject site. 910 and 916 N. Kansas are not applicable.

6. Submit receipts for the two $3,000 extension fees that have become due for the subject site and for the two $500 extension fees that have become due for one or both of the of the other properties under contract, as applicable.

See attached processed checks and delivery receipts for Extension Fees delivered to ASLM, Ltd. for subject property on 3/22/19, 5/30/19, and 7/30/19.

910 and 916 N. Kansas are not applicable.
7. Explain why the title commitment describes the land as “a portion of Lots 1-10” when the contracts’ exhibits, site plan, etc., represent that the site is all of Lots 1-10.

See attached updated Title Commitment with corrected legal description for Lots 1-10.

8. Submit floor plans of ground floor and any other floors/levels that were not submitted.

See attached first floor plan for the development.

9. Explain why the Development Narrative says there will be “podium parking” beneath the residential floors of the building when the architectural plans do not show this.

The square footage of the first floor is smaller than floors 2-4, with parking tucked underneath the overhang areas. See attached elevation and schematic drawing depicting a portion of the first level as podium parking.

10. Explain why the rents presented in the Rent Schedule are from the TDHCA Rent Tool instead of rents reflected in the attachment to Gerald Cichon’s letter of February 28, 2019 (i.e., $490 for 1BR units and $598 for 2BR units associated with TX003000018), and explain why the rents currently stated on the website referenced in the letter exceed the $490 and $598 that the attachment to the letter shows.

The Rent Schedule gives TDHCA rents in the Program Rent Limit column K, as that is the LIHTC program rent limit. Column E, Rent Collected, reflects the RAD rents of $490 and $598 as reflected in the letter from Gerry Cichon and the HUD website LESS the Utility allowances of $64 and $83 respectively, giving a net Rent Collected of $426 and $515 ($490-$64=$426; $598-$83=$515)

11. Explain how you know that the PHA utility allowances are applicable to the RAD development.

The Housing Authority of the City of El Paso will submit the applicable utility allowances to HUD, based on the proposed utility structure and the published Utility Allowance. HUD will incorporate this utility allowance into the RAD agreement.

12. Explain how the application is eligible for 12 points for its voluntary eligible building costs.
The project should qualify for **11 points** as a High Cost Development for having an elevator which serves four or more floors, and having a total voluntary Eligible Building Cost per square foot of less than $87.36 per square foot.

13. Explain how a RAD development is eligible to receive an operating subsidy as said in the Financing Narrative.

   RAD developments enter into a Rental Contribution Contract for rental assistance. This is what is meant by operating subsidy – the rental assistance.

14. Submit a letter no older than September 1, 2018, from a third-party CPA, verifying the capacity of Paisano to contribute $2,556,000 in funds that are not otherwise committed or pledged.

   The Gap loan will be provided by the Housing Authority of the City of El Paso, not PHRC. See attached commitment letter.

15. Submit a letter no older than September 1, 2018 from Paisano’s bank(s) confirming that such funds are and will remain available at commitment and until the required investment is completed.

   The Gap loan will be provided by the Housing Authority of the City of El Paso, not PHRC. See attached commitment letter.

16. Identify the location of the City of El Paso’s $500 waiver of permit fees in the cost schedule or Sources and Uses.

   See attached Development Cost Schedule, indicating the $500 waiver of permit fees.

17. Revise the Hunt ELP, Ltd. chart to name the trustee of each trust listed without an identified trustee.

   See attached Org Chart with Trustees added.

18. Submit Previous Participation Form for Pennrose Montana Manor, LLC; Paisano Nuestra Senora GP, LLC; James C. Hunt; Clay Parker; Guy Arnold; Joshua W. Hunt; and Kara Harchuck.

   Previous Participation forms should not be required for entities that do not have control. See attached email correspondence with Elizabeth Henderson from the other HACEP application (Patriot Place) which has the same structure.

19. It appears that the Persons under Hunt Companies, Inc. in the organization charts are under common control with Hunt Companies, Inc. because the executive officers of Hunt Companies, Inc. control their source of benefits. Therefore,

See attached. Camille Robison is a Trustee only, signing on behalf of the respective Trusts and not as an individual.

20. Submit Credit Limit Part II for the Persons above, as applicable.

See attached.


See attached.

22. Submit a resolution of Paisano’s board indicating approval of the nonprofit’s participation in the application and naming all members of the organization that are authorized to act on its behalf.

See attached.

23. Feasibility report requires a survey dated within the past two years. Confirm that the “plat of boundary” is a survey that meets the requirements of 11.204(15)(B), or submit such a survey

The Plat of Boundary Survey constitutes a Standard Land Boundary Survey, as confirmed in the attached email from the surveyor.
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
2019 REVISED Applicant Eligibility Certification

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.
2019 REVISED Applicant Eligibility Certification

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
2019 REVISED Applicant Eligibility Certification

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
2019 REVISED Applicant Eligibility Certification

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. §537.01 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

______________________________  
Printed Name

______________________________  
Title

______________________________  
Date

THE STATE OF ____________________  
§  
COUNTY OF ______________________  
§

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _______ day of ________, 2019

(Seal)

______________________________  
Notary Public Signature
Correct, but the only forms, where having no control exempts you are Applicant Eligibility and Previous Participation. The Credit Limit forms, the org charts and the List of Organizations are all expected to show every member of the ownership. Even those members who are financial beneficiaries only, are expected to be there. That would mean that those Pt. 2s would be required. I can’t exempt you from that, but if you want to have a conversation or two up-line from me, give it a try. I don’t mind that. But in the rule, there is no “out” for this. That ties my hands.

Have a great day!
Elizabeth Henderson

---

Hi Elizabeth,

I wanted to ask for clarification of what you will need on number 2 below.

In the prior deficiency notice, we provided Credit Limit Part 2 forms for all the active members/individuals of Hunt Companies, Inc. The entities not listed on the Credit Limit Part 1 are the passive beneficiaries, i.e. Trusts. These entities do not have control, and do not make decisions for the company. They are not participating in any activities outside of Hunt Companies. The Board of Directors acts on behalf of Hunt Companies. If I list these entities on the Credit Limit Part 1, will they need to provide Part 2 as well?

Thank you,

Janna

---

Janna Cormier
JC Development Consulting
512-773-8169
1305 E. 6th St., Ste. 12
Austin, TX 78702
Begin forwarded message:

From: Elizabeth Henderson <elizabeth.henderson@tdhca.state.tx.us>
Date: June 10, 2019 at 2:08:03 PM EDT
To: "tdeloye@hacep.org" <tdeloye@hacep.org>, "nfreiberg@pennrose.com" <nfreiberg@pennrose.com>, "ajcarpen@gmail.com" <ajcarpen@gmail.com>
Subject: 19344 - 9% HTC Application Deficiency Notice - TIME SENSITIVE - Please reply immediately acknowledging receipt.

In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Tab 38, List of Organizations – The form does not show any of the organizations below Hunt Companies, Inc. on the org chart. They don’t need to be controlling parties to appear on the form.

2. Tab 45, Credit Limit, Pt. 1 and 2 – The form does not show any of the organizations below Hunt Companies, Inc. on the org chart. They don’t need to be controlling parties to appear on the form.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2019 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the
fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2019 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2019 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on June 17, 2019. Please respond to this email as confirmation of receipt.**

About TDHCA
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Elizabeth Henderson
Program Specialist III
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.463.9784 | Fax: 512.475.0764

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)).
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<tr>
<td>Pre-Development - 500</td>
<td>ASLM-MAR19-1 - 03/18/2019</td>
<td>Extension Term Fee - 405 Montana Ave</td>
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**Paisano Housing Redevelopment Operating**

5300 E. PAISANO
EL PASO, TX 79905

**J. P. MORGAN CHASE, N.A.**
210 E. Main Street
Dallas, TX

**DATE**
32-51/1110 03/20/2019

**AMOUNT**
$3,000.00***

**PAY**

***THREE THOUSAND AND 00/100 DOLLARS***

**TO THE ORDER OF**

ASLM, Ltd. ASLM, Ltd.
7598 N. Mesa St.
Suite 200
El Paso, TX 79912

MEMO: Extension Term Fee - 405 Montana Ave.
Date: 02/22/19
Time: __________
P/U Date & Time: _______________
Seal #: ________________________

FROM: WestStar Title
641 N. Stanton Suite 200
El Paso, TX 79901

TO: ASLM Ltd
7598 N. Mesa Suite 200
El Paso, TX 79912

CONTACT: ___________________________
PHONE #: _________________________

DESCRIPTION/INSTRUCTIONS
405 Montana Ave
Extension Term Fee

RECEIVED BY: ____________________________ (PRINT NAME)
DATE: __________________
TIME: __________________

Contact: Richard Valles
Ph: (915) 487-2716
e-mail: rvontherun@gmail.com

Thank you for your business!
DATE: 05/22/2019  CK#: 242  TOTAL: $3,000.00***  BANK: Paisano Housing Redevelopment OP(749op)
PAYEE: ASIM, Ltd. ASIM, Ltd. (asilmld)  MEMO: 405 Montana - 2nd Extension Term Fee

<table>
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<th>Invoice - Date</th>
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Paisano Housing Redevelopment Operating

5300 E. PAISANO
EL PASO, TX 79905

J. P. MORGAN CHASE, N.A.
210 E. Main Street
Dallas, TX

DATE
32-61/1110  05/22/2019

AMOUNT
$3,000.00***

VOID AFTER 90 DAYS

*** THREE THOUSAND AND 00/100 DOLLARS

PAY

TO THE

ASIM, Ltd. ASIM, Ltd.
7598 N. Mesa St.
Suite 200
El Paso, TX 79912

ORDER OF

MEMO: 405 Montana - 2nd Extension Term Fee
ON THE RUN COURIER SERVICE

Date: 5/30/19
Time: 
P/U Date & Time: 
Seal # 

FROM: Westminster Title

TO: 1541 M. Ltd.
7598 N. Mesa

CONTACT: 
PHONE #: 
RECEIVED BY: 
(PRINT NAME)
DATE: 
TIME: 

DESCRIPTION/INSTRUCTIONS
2nd Floor, Ext. Check
405 Montana

Thank you for your business!

Contact: Richard Valles
Ph: (915) 487-2716
email: rvontherun@gmail.com
<table>
<thead>
<tr>
<th>Property Address - Code</th>
<th>Invoice - Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Development - 500</td>
<td>OA-JULY19-3 - 07/01/2019</td>
<td>405 Montana - 3rd Extension Term Fee (Nuestra Señora)</td>
<td>3,000.00</td>
</tr>
</tbody>
</table>

**Paisano Housing Redevelopment Operating**

5300 E. PAISANO
EL PASO, TX 79905

J. P. MORGAN CHASE, N.A.
210 E. Main Street
Dallas, TX

DATE 32-61/1110 07/26/2019

AMOUNT $3,000.00***

VOID AFTER 90 DAYS

**PAY**

**** THREE THOUSAND AND 00/100 DOLLARS

TO THE

ASLM, Ltd.  ASLM, Ltd.

ORDER OF

7598 N. Mesa St.

Suite 200

El Paso, TX 79912

**MEMO:** 405 Montana - 3rd Extension Term Fee (Nuestra Señora)
ON THE RUN COURIER SERVICE

Date: 07/26/19
Time: 08:20 AM
P/U Date & Time: ________________
Seal #: ________________

FROM: WestStar Title
641 North Stanton, Ste. 200
El Paso, TX 79901

TO: ASLM, LTD.
7598 N. Mesa
Suite 200

CONTACT: ________________
PHONE #: ________________

DESCRIPTION/INSTRUCTIONS
405 Montana - 3rd Extension Term Fee

RECEIVED BY: ________________
(PRINT NAME)
DATE: ________________
TIME: ________________

Thank you for your business!

Contact: Richard Valles
Ph: (915) 487-2716
email: rvontherun@gmail.com
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

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

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

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

By: [Signature]
Authorized Countersignature

(This Commitment is valid only when Schedules A, B, C, and D are attached)
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 títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, 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 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 not notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
IMPORTANT NOTICE
To obtain information or make a complaint:
You may call First American Title Insurance Company's toll-free telephone number for information or to make a complaint at:
1-888-632-1642
You may also write to First American Title Insurance Company at:
1 First American Way
Santa Ana, California 92707
You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:
1-800-252-3439
You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact First American Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISOS IMPORTANTES
Para obtener información o para someter una queja:
Usted puede llamar al número de teléfono gratis de First American Title Insurance Company para información o para someter una queja al:
1-888-632-1642
Usted también puede escribir a First American Title Insurance Company:
1 First American Way
Santa Ana, California 92707
Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:
1-800-252-3439
Puede escribir al Departamento de Seguros de Texas:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE Aviso a su POLIZA:
Este aviso es solo para propósitos de información y no se convierte en parte o condición del documento adjunto.
COMMITMENT FOR TITLE INSURANCE  T-7

ISSUED BY

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date:  July 29, 2019, 05:00 pm  
GF No. 190343-COM

Commitment No. ______________________, issued August 8, 2019,

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:
   PROPOSED INSURED:  EP Montana Manor, LP

b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
   Policy Amount:
   PROPOSED INSURED:

   Proposed Borrower:  EP Montana Manor, LP

d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE
   (Form T-2R)
   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN
   (Form T-13)
   Binder Amount:
   PROPOSED INSURED:
   Proposed Borrower:

f. OTHER
   Policy Amount:
   PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:
   ASLM, LTD (FEE Title)
4. Legal description of land:
   Leasehold rights pursuant to that certain Lease dated ___ as referenced in
   Memorandum of Ground Lease dated ___, 2019, filed ___, 2019, under Clerk’s File
   No. ___, Real Property Records, El Paso County, Texas between the PAISANO
   HOUSING REDEVELOPMENT CORPORATION (Landlord) and EP MANOR, LP
   (Tenant) affecting:

   Lots 1 through 10, Block 266, CAMPBEL’S ADDITION, an addition to the City of El
   Paso, El Paso County, Texas, according to the plat thereof on file in Volume 2, Page
   68, Real Property Records, El Paso County, Texas.
SCHEDULE B

EXCEPTIONS FROM COVERAGE

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):

   Restrictive Covenants recorded in/under Clerk's File No. 201500856941, Real Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Company has approved the current land title survey and upon request, and payment of any promulgated premium, this item will be amended in the policy(ies) to be issued to read: 'shortages in area'.

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 _____ and subsequent years.")

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

FORM T-7: Commitment for Title Insurance
Continuation of Schedule B

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

   b. Rights of parties in possession as tenants and/or lessees.

   c. Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.

   Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.
d. OWNER POLICY:

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

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

(OWNER POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS.)

e. LOAN POLICY

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

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.

(LOAN POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).
Continuation of Schedule B

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

(NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)

g. Ordinance changing the zoning and imposing restrictions recorded under Clerk's File No. 20150056941, Real Property Records, El Paso County, Texas.

h. Terms and conditions as set forth in that certain Lease dated as referenced in Memorandum of Ground Lease dated , 2019, filed , 2019, under Clerk's File No. , Real Property Records, El Paso County, Texas between the PAISANO HOUSING REDEVELOPMENT CORPORATION (Landlord) and EP MANOR, LP (Tenant).
SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

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

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

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

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

5. NOTE: Company requires Deed into Landlord prior to closing.

6. NOTE: Company requires the Memorandum of Lease to be recorded prior to or at closing

7. Title examination did not reveal any liens filed of record affecting the subject property. Company requires the Record Owner to execute an Affidavit as to Debts and Liens at or prior to closing that will either, (1) confirm there are no liens, recorded or unrecorded, against the subject property or, (2) disclose all liens, recorded or unrecorded, affecting the subject property. Should the affidavit reveal any liens affecting the subject property, Company may require additional examination of title and require a release of lien against the subject property at or prior to closing.
8. **NOTE:** The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is $2,000,000.00 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. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the arbitration provision, please inform us through your Loan Closing Instructions. (Not applicable to the Texas Residential Owner Policy)

9. **NOTE:** Please be advised if a partnership, joint venture, trust, or a corporation is involved in this transaction, either as a seller, purchaser or borrower, we will require for our review prior to closing, copies of the partnership agreement, joint venture agreement, trust agreement, or corporate resolution authorizing the transaction, and evidence that the corporation is in good standing to authorize the insured transaction.

10. We must be in receipt of a tax certificate indicating all taxes paid through the year preceding the current year as shown on Schedule B, prior to closing.

11. **NOTE:** The Texas Secretary indicates that a Texas Notary Public must use an identification card issued by a governmental agency or a passport issued by the United States to identify the signer. Parties to the transaction must be prepared to furnish acceptable picture identification at closing.

12. **Funds deposited by parties to the transaction must comply with Texas Department of Insurance Procedural Rule P-27. To avoid delays in disbursement, Company recommends that deposits in excess of $100,000 be made by wire transfer. Contact your closing team for wiring instructions.**

13. **NOTE:** Copies of the title exceptions shown on Schedule B of this commitment are available for view or print on the El Paso County, Texas website at www.epcounty.com under Official Public Records.

Countersigned
WestStar Title, LLC

By

---

**FORM T-7: Commitment for Title Insurance**
COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 190343-COM

Effective Date: July 29, 2019, 05:00 pm

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

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

   **Underwriter: First American Title Insurance Company, A California Corporation**

   Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of the Underwriter:

   First American Title Insurance Company, a California Corporation - 100%

   **DIRECTORS:**
   Dennis J. Gilmore, Mark J. Harmsworth, Parker S. Kennedy, Jeffrey S. Robinson and Timothy V. Kemp

   **OFFICERS:**
   President: Dennis J. Gilmore; Executive Vice President, Chief Financial Officer: Mark J. Harmsworth; Vice President, Secretary: Timothy V. Kemp; and Executive Vice President, Business Director: John M. Hollenbeck

2. The following disclosures are made by WestStar Title, LLC pursuant to Rule P-21.

   a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

   **Owners: WestStar Bank (Texas Banking Association)**

   b. Each 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 that will receive a portion of the premium are as follows:

      WestStar Bank Holding Company, Inc.

   c. The following persons are officers and directors of the Title Insurance Agent:

      **WestStar Title, LLC**

      **Officers:**
      Travis Joel Smith, Vice President / Commercial Escrow Manager

      Rodolfo Telles, Sr., Vice President, Title Examination Manager & Sr. Commercial Title Officer, On-Site Manager

      Rachel Samaniego Valles, Vice President / Branch Manager

      Gilberto Carreon, Vice President / Escrow Administration & Escrow Accounting

      Jack Chapman, Secretary
Continuation of Schedule D

GF No. 190343-COM

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium is:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
</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."
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

__________________________  __________________________
SIGNATURE                  DATE
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 parent company, The First American Corporation, 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 which 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, a copy of which can be found on our website at www.firstam.com.

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.

Note: The above Privacy Policy applies to individuals who obtain from First American a financial service or product that is to be used primarily for personal family or household purposes.

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All Rights Reserved
PRIVACY POLICY NOTICE

We Are Committed to Safeguarding Customer Information
Financial Institutions choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Title V of the Gramm-Leach-Bliley Act (GLBA) governs the treatment of nonpublic personal information about consumers by financial institutions. 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 order to better serve your needs now and in the future, we may ask you to provide us with certain information. WestStar Title values you as a customer and respects your right to privacy. We recognize the importance of protecting the confidentiality and security of the information we collect about individuals. We understand that you may be concerned about what we will do with such information. The following is WestStar Title's privacy policy regarding information we collect. This privacy policy governs the use and handling of your personal information. It provides an explanation of the types of information we collect, the means used to collect such information, an explanation of how we share the information collected, and an explanation of how we protect such information. Please read this notice carefully to understand what we do.

Applicability
This Privacy Policy governs our use of the information which 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.

Types of Information We Collect
In the course of our business we may collect personal information about you. The types of information we collect and share depend on which of our services you are utilizing. This information can include:

- Information we receive from you whether in writing, in person, by telephone or any other means. This can include application information (such as assets and income) and identifying information (such as name, address, and social security number);
- Information about your transaction with us or our affiliated companies, or others; this can include information about balances, payment history, and parties to the transaction) and
- Information we receive from a consumer reporting agency, this can include information about your creditworthiness.

Use of Information We Collect
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. We will not release your information to nonaffiliated parties except:

- as necessary for us to provide the product or service you have requested of us, such as to process account transactions, maintain accounts, respond to court orders and legal investigations; or
- as permitted by law.

We may 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.

In the course of our general business practices we may disclose the information we collect (as described above) about you to the following types of institutions for the reasons described below:
• To third party service providers to provide you with services you have requested this can be done by processing your transactions and maintain your account. These companies can include title insurers, property and casualty insurers, and companies involved in real estate services (appraisal companies, home warranty companies, and escrow companies).
• To companies that perform marketing services on our behalf.

Information We May Disclose to Our Affiliates
WestStar Title has the following affiliates: WestStar Bank, WestStar Insurance Agency, Inc., and WestStar Bank Holding Company Inc. We do not share personal information with our affiliates so they can market or make solicitations to you. We may share information about your transactions and experiences – this can include information such as your payment history – with our affiliates for their everyday business purposes, you cannot limit the sharing of this information.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
To protect your personal information from unauthorized access and use, we use security measures and maintain physical, electronic, and procedural safeguards that comply with federal law. We restrict access to personal information about you to those individuals and entities who need to know that information to provide products or services to you. We train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this privacy policy.

Note: The above Privacy Policy applies to individuals who obtain services or products who obtain services or products that are to be used for personal family or household purposes.
DUPLICATE OF PRIOR SUBMISSION. - BPS
August 6, 2019

EP Montana Manor, LP
5300 E. Paisano
El Paso, Texas 79905

Re: Gap Loan Commitment Letter for EP Montana Manor, LP

To Whom it May Concern:

The Housing Authority of the City of El Paso (HACEP), commits to a Gap Loan in the amount of up to $1,600,000 for the EP Montana Manor, LP construction of the Nuestra Senora Apartments.

The note will be in the form of cash-flow contingent, non-amortizing loan which carries an interest rate of 3.00% to the EP Montana Manor, LP. The loan will have a term of 50 years.

Sincerely,

Satish Bhaskar
Executive Vice President/
Chief Financial Officer
## Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

### TOTAL DEVELOPMENT SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Acquisition</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>966,000</td>
<td></td>
</tr>
<tr>
<td>Existing building</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>acquisition cost</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq.</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>legal fees</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$966,000</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Off-Sites</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td>6,000</td>
<td>$0</td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Off-site utilities</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Off-site paving</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Off-site electrical</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$6,000</td>
<td>$0</td>
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<tr>
<td><strong>Site Work</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td>150,000</td>
<td>$0</td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td>70,000</td>
<td>$70,000</td>
</tr>
<tr>
<td>Detention</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Rough grading</td>
<td>70,000</td>
<td>70,000</td>
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<tr>
<td>Fine grading</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>70,000</td>
<td>70,000</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>140,000</td>
<td>140,000</td>
</tr>
<tr>
<td>On-site paving</td>
<td>70,000</td>
<td>70,000</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>140,000</td>
<td>140,000</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$580,000</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Site Amenities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>140,000</td>
<td>140,000</td>
</tr>
<tr>
<td>Pool and deck ing</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Athletic court(s),</td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td>playground(s)</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$240,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Eligible Basis (If Applicable)**

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:
<table>
<thead>
<tr>
<th>Category</th>
<th>Before</th>
<th>After</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>548,042</td>
<td>369,928</td>
</tr>
<tr>
<td>Masonry</td>
<td>260,868</td>
<td>176,086</td>
</tr>
<tr>
<td>Metals</td>
<td>199,287</td>
<td>134,519</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>2,320,602</td>
<td>1,566,407</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>286,974</td>
<td>193,707</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>237,134</td>
<td>160,065</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>351,145</td>
<td>237,023</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,459,292</td>
<td>977,726</td>
</tr>
<tr>
<td>Specialties</td>
<td>77,722</td>
<td>52,074</td>
</tr>
<tr>
<td>Equipment</td>
<td>147,472</td>
<td>98,806</td>
</tr>
<tr>
<td>Furnishings</td>
<td>69,349</td>
<td>46,464</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>110,000</td>
<td>73,700</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>966,153</td>
<td>647,323</td>
</tr>
<tr>
<td>Electrical</td>
<td>633,735</td>
<td>424,602</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Building Costs Before 11.9(e)(2)**

|                 | $7,667,775 | $0 | $5,158,430 |

**Voluntary Eligible Building Costs (After 11.9(e)(2))**

|                 | $87.24 psf | $5,158,430 |

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.

**TOTAL BUILDING COSTS & SITE WORK (including site amenities)**

|                 | $8,487,775 | $0 | $5,828,430 |

**Contingency**

|                 | 7.00% | $594,144 | 407,990 |

**TOTAL HARD COSTS**

| OTHER CONSTRUCTION COSTS | %THC | $545,275 | 374,185 |

| General requirements (<6%) | 6.00% | $545,275 | 374,185 |
| Field supervision (within GR limit) | 2.00% | $181,758 | 124,728 |
| Contractor profit (<6%) | 6.00% | $545,275 | 374,185 |

**TOTAL CONTRACTOR FEES**

|                 | $1,272,309 | $0 | $873,099 |

**TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2)**

|                 | $10,360,228 | $0 | $7,109,518 |

**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**

|                 | $0.00 psf |       |

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.
<table>
<thead>
<tr>
<th>SOFT COSTS</th>
<th>525,000</th>
<th>525,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>525,000</td>
<td>525,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>90,000</td>
<td>90,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>7,500</td>
<td>7,500</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>7,500</td>
<td>7,500</td>
</tr>
<tr>
<td>Appraisal</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Soils report</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Survey</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>35,000</td>
<td>35,000</td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>7,500</td>
<td>7,500</td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>FF&amp;E</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>El Paso Electric</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>150,000</td>
<td>150,000</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Subtotal Soft Cost</th>
<th>$1,202,500</th>
<th>$0</th>
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</thead>
<tbody>
<tr>
<td>$1,017,500</td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>FINANCING:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONSTRUCTION LOAN(S)</td>
</tr>
<tr>
<td>Interest</td>
</tr>
<tr>
<td>Loan origination fees</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
</tr>
<tr>
<td>Inspection fees</td>
</tr>
<tr>
<td>Credit Report</td>
</tr>
<tr>
<td>Discount Points</td>
</tr>
<tr>
<td>Lender due diligence</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
</tr>
</tbody>
</table>

| PERMANENT LOAN(S) | |
| Loan origination fees | 17,000 |
| Title & recording fees | |
| Closing costs & legal fees | |
| Bond premium | |
| Credit report | |
| Discount points | |
| Credit enhancement fees | |
| Prepaid MIP | |
| Other (specify) - see footnote 1 | |
| Other (specify) - see footnote 1 | |

| BRIDGE LOAN(S) | |
| Interest | |
| Loan origination fees | |
| Title & recording fees | |
| Closing costs & legal fees | |
| Other (specify) - see footnote 1 | |
| Other (specify) - see footnote 1 | |
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>50,700</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td>146,491</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>109,868</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>35,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amount)</td>
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</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Financing Cost: **$1,075,231**

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (USD)</th>
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</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>167,500</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>1,597,312</td>
</tr>
</tbody>
</table>

Subtotal Developer Fees: **$1,764,812**

Subtotal Developer Fees: **15.00%**

### RESERVES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>214,442</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></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>
</tbody>
</table>

Subtotal Reserves: **$214,442**

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>214,442</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
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<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Reserves: **$214,442**

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>214,442</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></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>
</tbody>
</table>

Subtotal Reserves: **$214,442**

### THE FOLLOWING CALCULATIONS ARE FOR HTC APPLICATIONS ONLY.

The following calculations are for HTC Applications only.

#### Deduct From Basis:

- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units §42(d)(5)
- Historic Credits (residential portion only)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Eligible Basis</td>
<td>$0</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>$0</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td>100%</td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$13,326,305</td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td>9.00%</td>
</tr>
<tr>
<td>Credits Supported by Eligible Basis</td>
<td>$1,199,367</td>
</tr>
</tbody>
</table>

Credit Request (from 17. Development Narrative) **$1,199,367**

### Requested Score for 11.9(e)(2)

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>11.9(c)(2) Cost Per Square Foot: DO NOT ROUND!</strong> Applicants are advised to ensure that the figure is not rounding down to the maximum dollar figure to support the elected points.</td>
<td></td>
</tr>
<tr>
<td>Name of contact for Cost Estimate:</td>
<td>Noah Freiberg</td>
</tr>
<tr>
<td>Phone Number for Contact:</td>
<td>267.386.8673</td>
</tr>
<tr>
<td>If a revised form is submitted, date of submission:</td>
<td>8/6/2019</td>
</tr>
</tbody>
</table>
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

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<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>EP Montana Manor, LP</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Paisano Nuestra Senora GP, LLC</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Paisano Housing Redevelopment Corporation</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Francisco Ortega</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Eileen Karlsrucher</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Anna Louise Valdez Perez</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Robbert Anderson</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Yadira Beltran</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Gerald W. Cichon</td>
<td>Yes</td>
</tr>
<tr>
<td>10.</td>
<td>Satish Bhaskar</td>
<td>Yes</td>
</tr>
<tr>
<td>11.</td>
<td>Pennrose Montana Manor, LLC</td>
<td>No</td>
</tr>
<tr>
<td>12.</td>
<td>Pennrose Holdings, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>13.</td>
<td>Richard K. Barinhart</td>
<td>Yes</td>
</tr>
<tr>
<td>14.</td>
<td>Mark H. Dambly</td>
<td>Yes</td>
</tr>
<tr>
<td>15.</td>
<td>Timothy J. Henkel</td>
<td>Yes</td>
</tr>
<tr>
<td>16.</td>
<td>Hunt PR Holdings, LLC</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Hunt ELP, Ltd.</td>
<td>Yes</td>
</tr>
<tr>
<td>18.</td>
<td>HB GP, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>19.</td>
<td>W.L. Hunt</td>
<td>Yes</td>
</tr>
<tr>
<td>20.</td>
<td>M.L. Hunt</td>
<td>Yes</td>
</tr>
<tr>
<td>21.</td>
<td>Hunt Company, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>22.</td>
<td>Hunt Companies, Inc.</td>
<td>Yes</td>
</tr>
<tr>
<td>23.</td>
<td>James C. Hunt</td>
<td>Yes</td>
</tr>
<tr>
<td>24.</td>
<td>Clay Parker</td>
<td>Yes</td>
</tr>
<tr>
<td>25.</td>
<td>Guy Arnold</td>
<td>Yes</td>
</tr>
<tr>
<td>26.</td>
<td>Joshua W. Hunt</td>
<td>Yes</td>
</tr>
<tr>
<td>27.</td>
<td>Kara Harchuck</td>
<td>Yes</td>
</tr>
<tr>
<td>28.</td>
<td>Pennrose, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>29.</td>
<td>Pennrose PH, LLC</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Individually, or as the General Partner(s) or officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature of Applicant]  
Date: 2-21-19  
Its: [Printed Name]

2/20/2019
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

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<th>b. Person/entity has at least one other application in the current Application Round.</th>
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</thead>
<tbody>
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<td>1. W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Jason M. Hunt</td>
<td>Yes</td>
</tr>
<tr>
<td>2. W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Joshua W. Hunt</td>
<td>Yes</td>
</tr>
<tr>
<td>3. W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Matthew D. Hunt</td>
<td>Yes</td>
</tr>
<tr>
<td>4. W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Sarah M. Hunt</td>
<td>Yes</td>
</tr>
<tr>
<td>5. W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Marcus J. Hunt, Jr.</td>
<td>Yes</td>
</tr>
<tr>
<td>6. W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Hayden A. Hunt</td>
<td>Yes</td>
</tr>
<tr>
<td>7. W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Gracyn C. Hunt</td>
<td>Yes</td>
</tr>
<tr>
<td>8. WGH Dynasty Trust</td>
<td>Yes</td>
</tr>
<tr>
<td>10.</td>
<td></td>
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<td>11.</td>
<td></td>
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<td>12.</td>
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<td>29.</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td></td>
</tr>
</tbody>
</table>

Individually, or as the General Partner(s) of owner(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: ____________________________  Date: 6/11/19  Its: CEO

Signature of Applicant
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: W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Jason M. Hunt

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [X] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [X] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [X] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
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<tbody>
<tr>
<td>Patriot Place</td>
<td>13</td>
<td>El Paso</td>
<td>100.00%</td>
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<td>13</td>
<td>El Paso</td>
<td>100.00%</td>
<td>50.00%</td>
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I acknowledge that Gerald W. Cichon 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 recent 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)]

W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Jason M. Hunt

Printed Name

Date: 6/11/19
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: W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Joshua W. Hunt

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

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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)] W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Joshua W. Hunt Printed Name Date

6/11/19
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:  

W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Matthew D. Hunt

Which is:

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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)]

W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Matthew D. Hunt

Printed Name:  6/11/19

Date:  6/11/19
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: W.F. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Sarah M. Hunt

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

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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)]

W.F. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Sarah M. Hunt

[Printed Name]

[Date] 6/11/19
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: W.I. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Marcus J. Hunt, Jr.

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)]

W.I. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Marcus J. Hunt

Printed Name

Date: 6/11/19
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: W.H. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Hayden A. Hunt

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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I acknowledge that Gerald W. Cichon is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

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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]

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

W.H. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Hayden A. Hunt

Printed Name

Date: 4/11/19

6/11/2019
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: W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Gracyn C. Hunt

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
- [x] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]  
W.L. Hunt and Gayle Hunt 2004 Irrevocable Trust f/b/o Gracyn C. Hunt  
4/1/19  
Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: WGH Dynasty Trust

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)]

WGH Dynasty Trust

Printed Name

Date: 6/11/19
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: M.L. Hunt and N. Howrey Hunt 2008 GRAT Remainder Trust

Which is:
- \(\square\) the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- \(\checkmark\) a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- \(\checkmark\) a Developer for the Applicant for this specific Application
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: \(\text{Camille Pizarro}\) M.L. Hunt and N. Howrey Hunt 2008 GRAT Remainder Trust

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) Printed Name Date

6/11/19
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: Clay Parker

Which is:
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [x] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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- [x] a Guarantor on the Application

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Clay Parker

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Printed Name  
Date: May 30, 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: ____________________________________________

M.L. Hunt

Which is: □ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

X a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

X a Developer for the Applicant for this specific Application

□ an Affiliate to the Applicant

X a Guarantor on the Application

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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)

M.L. Hunt

Printed Name

Date: 5-30-19

2/20/2019
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:  

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  
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Gerald W. Cichon  
is authorized to  
terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  

Guy Arnold  
Printed Name  
Date: 05/30/19
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:  
Kara Harchuck

Which is:  
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
- [X] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
- [X] a Developer for the Applicant for this specific Application  
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  
Kara Harchuck
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name

Date: 05/30/19
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: James C. Hunt

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)]

James C. Hunt

05/30/19

Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Joshua W. Hunt

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: Joshua W. Hunt

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name

Date: 5/30/2019
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:  

Anna Louise Valdez Perez

Which is:  

- [X] the Applicant (Entity that generally manages or controls the “Applicant,” i.e. General Partner, Managing Partner, etc.)

- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

- [X] a Developer for the Applicant for this specific Application

- [ ] an Affiliate to the Applicant

- [X] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>George Commons</td>
<td>13</td>
<td>El Paso</td>
<td>100.00%</td>
<td>50.00%</td>
</tr>
<tr>
<td>Patriot Place</td>
<td>13</td>
<td>El Paso</td>
<td>100.00%</td>
<td>50.00%</td>
</tr>
<tr>
<td>Nuestra Señora</td>
<td>13</td>
<td>El Paso</td>
<td>100.00%</td>
<td>50.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Gerald W. Cichon 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)  

Anna Louise Valdez Perez  

Printed Name  

Date  

2/20/19
HOUSING AUTHORITY OF THE CITY OF EL PASO, TEXAS

RESOLUTION NO. 2411

Resolution Authorizing Submission of Housing Tax Credit and/or Historic and/or Other Tax Credit Applications to the Texas Department of Housing and Community Affairs or other appropriate Agencies for Financing Development or Re-Development of Affordable Housing in El Paso, Texas

Whereas, the Housing Authority of the City of El Paso, Texas, in conjunction with its instrumentalities, affiliates and development partners, including Paisano Housing Redevelopment Corporation, a nonprofit Texas public facility corporation (collectively, the “Housing Authority”), owns, oversees, manages, develops, modernizes and re-develops affordable housing for low income families and individuals, as well as disabled, elderly and others in need of housing assistance (hereinafter, collectively referred to as “low-income families”);

Whereas, the Board of Commissioners of the Housing Authority (the “Board”) believes it will further the mission of the Housing Authority to develop, modernize, re-develop, and/or renovate additional and/or existing affordable housing for low-income families;

Whereas, the Board finds it will support the Housing Authority’s mission, in particular to seek low-income housing tax credit (“LIHTC”) financing from the Texas Department of Housing and Community Affairs (“TDHCA”) for the construction, development, re-development and/or renovation of affordable housing either on property currently owned by the Housing Authority or to be acquired for such a purpose;

Whereas, the Board further finds it will support the Housing Authority’s mission to seek other forms of tax credit financing, including Historic Tax Credits (“HTC”) for the construction, development, re-development and/or renovation of affordable housing;

Whereas, the Board is approving this resolution with the specific intent to authorize the Housing Authority to apply for tax credits of any type (including but not limited to 4% and/or 9% LIHTC, At-Risk Set-Aside tax credits, and/or historic tax credits), as appropriate, through TDHCA or through any other appropriate process by which the Housing Authority may obtain LIHTC financing:

Now, therefore, be it resolved by the Board, that the Chief Executive Officer (“CEO”) of the Housing Authority, Gerald W. Cichon, or his designee, is hereby authorized to submit applications during 2019 and commence all necessary efforts and steps necessary to obtain tax credits through TDHCA or otherwise for the development, re-development, modernization, or constructions at the following non-exhaustive list of properties:
<table>
<thead>
<tr>
<th>Project</th>
<th>Owner</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cortez Plaza</td>
<td>EP Cortez Plaza, LP</td>
<td>Cortez Dr. El Paso (Pooley Complex site)</td>
</tr>
<tr>
<td>Patriot Place</td>
<td>EP Patriot Place, LP</td>
<td>Diana Dr. and Kenworthy, El Paso, Texas (Kenworthy Property)</td>
</tr>
<tr>
<td>George Commons</td>
<td>EP George Commons, LP</td>
<td>3651 George Dieter, El Paso, Texas</td>
</tr>
<tr>
<td>Nuestra Senora</td>
<td>EP Montana Manor, LP</td>
<td>405 Montana Ave., El Paso, Texas</td>
</tr>
<tr>
<td>Sierra Vista</td>
<td>EP Sierra Vista, LP</td>
<td>4647 Maxwell, El Paso, Texas</td>
</tr>
</tbody>
</table>

**Be it further resolved by the Board,** that the CEO is authorized to enter into negotiations for the development of the above non-exhaustive list of properties, including negotiations to submit tax credit applications with development partnerships submitted to the Housing Authority in response to an open and public procurement of development partnership opportunities;

**Be it further resolved by the Board,** that the CEO is further authorized to sign all documents to submit a housing tax credit applications of any nature to the TDHCA or to any other appropriate agency/source for low-income and/or affordable multi-family housing to be constructed on the property described herein, on behalf of the Housing Authority, Paisano Housing Redevelopment Corporation, and all other of their affiliates, and that all actions taken in regards to such applications either before or after this resolution are hereby ratified and approved by the Board.

**Effective this 4th day of January 2019 by a majority of the Board.**

**HOUSING AUTHORITY OF THE CITY OF EL PASO, TEXAS**

[Signature]

Francisco Ortega, Chairperson

**ATTEST:**

[Signature]

Secretary
That will be a title survey and not a boundary survey

Hi Georges, Just following up on this. Thank you!

They ask for:

(B) Survey as defined by the Texas Society of Professional Surveyors in their Manual of Practice for Land Surveying in Texas (Category 1A - Land Title Survey or Category 1B - Standard Land Boundary Survey).

Would it be a standard land boundary survey?
It is not an ALTA survey.

Georges,

Can you confirm that the Plat of Boundary that you prepared for Lots 1-10, Block 266, CAMPBELL ADDITION, an addition to the City of El Paso, El Paso County, Texas (attached) can be considered a survey of the property?

TDHCA has requested confirmation that the Plat Boundary included in the Engineering Report from February is a survey of the property.

Thank you,

Janna

Janna Cormier

JC Development Consulting
512-773-8169
1305 E. 6th St., Ste. 12
Austin, TX 78702
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