AVANTI LEGACY NORTH OAKS

APPLICATION FOR RESOLUTION OF SUPPORT

DEVELOPMENT NAME: AVANTI LEGACY NORTH OAKS

PROJECT OWNER: AVANTI LEGACY NORTH OAKS, LP

CONTACT NAME: ENRIQUE FLORES, IV

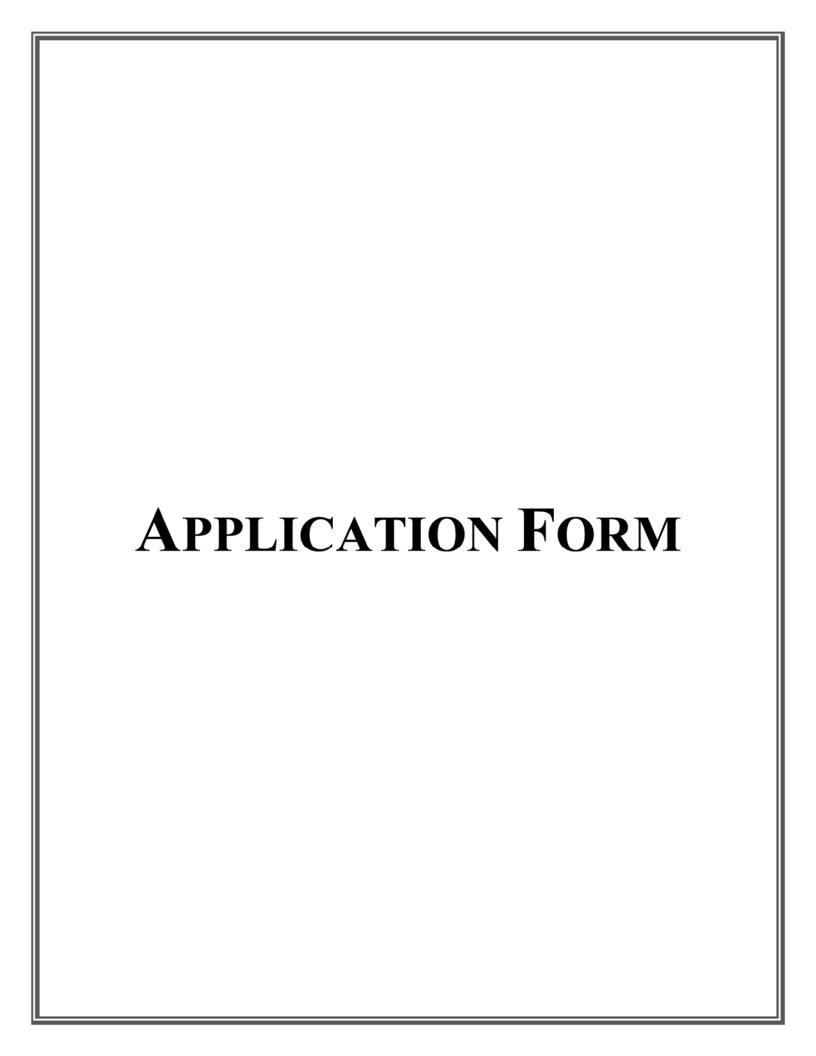
ADDRESS: 8500 SHOAL CREEK BLVD,

BLDG#4, SUITE #208

AUSTIN, TEXAS 78757

PHONE: (512) 982-1342 FAX: (512) 900-2860

EMAIL ADDRESS: <u>HFLORES@MADHOUSEDEVELOPMENT.NET</u>





LOW-INCOME HOUSING TAX CREDIT (LIHTC) PROGRAM- 2021-2022

APPLICATION FOR SUPPORT AND/OR FUNDING ASSISTANCE

PLEASE NOTE: The City of Killeen reserves the right to fund projects at a lower amount than requested, and the right to deny applications that do not coincide with the City's Consolidated Strategic Plan, various strategic and master plans, or policy direction from the Killeen City Council.

1. PROJECT INFORMATION					
Madhouse Develop	ment, Inc				
Developer Name					
Avanti Legacy Nort	h Oaks, LP				
Project Name					
1001 & 1003 Medica	al Dr, Killeen, Texas, 76543				
Project Address					
48027022101	Peebles ES	Rancier MS	Killeen HS		
Census Tract #	Elementary School	Middle School	High School		
Project Type:	General	Elderly	Supportive Housing		
Role of Applicant: (select all that apply)	Owner	Developer	Other:		
Applicant is Requesting City Council Resolution: Of support Stating no objection (select all that apply)					
Applicant is Requesting Commitment to Funding: OLoan OGrant					
		Reduced Fees	Other:		
Amount of Loan, Gr	ant, or Reduced Fees Reque	\$500.00			

2. APPLICANT INFORMATION

If the applicant is not acting as the developer, please provide all of the information below for the developer, as well as the applicant. If the developer involves multiple entities, is a partnership or joint venture, please provide duplicative information for each, and identify the entity that will serve as the "lead" organization.

Avanti Legacy North Oaks, LP				
Name				
8500 Shoal Creek Blvd, Bldg 4	, Ste. 208			
Business/Street Address				
Austin	Texas, 78757			
City	State, ZIP			
(512) 982-1342				
Telephone #				
Enrique Flores, IV	(512) 982-1342	hflores@madhousedevelopmen.net		
Contact Person	Contact Telephone #	Email Address		
N/A	TBD			
DUNS #	Federal Tax ID #			

Address and contact information are the same for Madhouse Development, Inc.

3. PROJECT DESCRIPTION

Provide a brief project description that addresses items "a" through "u" below. Attempt to limit responses to 150 words or less for each lettered response.

 Demonstrate the project's compatibility and alignment with the priorities stated in the City's Consolidated Strategic Plan, Comprehensive Plan, Future Land Use Map, and any other applicable master, strategic, and redevelopment or neighborhood plans adopted by the City of Killeen;

The Consolidated Strategic Plan 2020-2024 emphasizes a city-wide need for housing units serving low-income households at or below 80% Area Median Income. Avanti Legacy North Oaks (ALNO), the proposed development, is estimated to have millions of dollars in development cost, providing a substantial investment in high-quality affordable housing for the elderly members of the community.

ALNO, although not directly within, is adjacent to the Local Target Area Large (LTALG) which has been identified for revitalization within the plan, with a specific concern in the removal of blighted structures. The portion of Racier Ave near which ALNO will be located, has several vacant or blighted structures. In fact, the property on which ALNO will be constructed has an existing office building that has been vacant and in disrepair for some time. This building is planned to be demolished and redeveloped into our proposed community. Thus, ALNO will play a direct role in the city's efforts to eradicate blight in the community. Ultimately, the development will align with the city's priorities.

KILLEEN LIHTC APPLICATION 2021

- Indicate the project location by providing an area map with the property highlighted;
 Include document as attachment 3B
- c. Provide a preliminary site plan for the proposed project; Include document as attachment **3C**
- d. Describe the tenant population, income levels, and services, if any, to be provided to or made available to residents;

The development will serve the residents +55 years or older, with 100% of the units being designated as low-income units that will serve income levels at or below 60% of the Area Median Income.

The development will not participate under the Supportive Housing set aside. However, services will be provided to our residents free of charge through a services coordinator, who will facilitate various resident services, including items such as monthly on-site social events, exercise classes, food pantries, linking residents with local non-profits and various community resources.

e. List basic amenities and unit amenities proposed for the project;

Included document as Attachment 3E

f. Describe the taxable status of the development. Indicate whether the development will be paying property taxes or if the development will be tax exempt;

The development will not require any tax abatements and is expected to pay the full annual property taxes through the life of the property.

g. Describe current zoning of property. Include a letter from the City of Killeen's Planning Department verifying that the current zoning of the site for the proposed project is compatible with the anticipated use (include as attachment 3G.1), or include documentation verifying that a request to change current zoning has been submitted (include as attachment 3G.2);

The property currently contains a vacant office building and is zoned under the Local Business District (B-3) designation. Our request is for a change of zoning to Multifamily Apartment Residential (R-3A), which permits the property to be used for our proposed apartment complex. Additionally, under the current Future Land Use Map (FLUM) the area is designated as General Commercial (GC). Therefore, we are also requesting an amendment to the FLUM which would designate the property as a Multi- Family Residential (MFR) area.

h. Include evidence of site control, such as a warranty deed or a current, receipted earnest money(include as attachment 3H);

i. List the proposed number, type, and size of units; number of market rate and SF of units.

	Total # of Units	# of Affordable Units	# of Market Rate Units	SF of Each Unit
1 BR	24	24	0	659
2 BR	34	34	0	952
3 BR	-	-	-	-
4 BR	-	-	-	-
Total Units	58	58	0	830

j. Provide the total number of units servicing each Area Median Gross Income (AMGI) group and the proposed rents (less utility allowances) for low income units and proposed rents for market rate units;

Included our preliminary rent schedule as Attachment 3J

Describe the involvement and support from local stakeholders and neighborhood organizations; include a list
of stakeholders and neighborhood associations contacted and include any letters of support (attach lists as
3K.1 and letters of support as attachment 3K.2);

The Tax Credit Program Qualified Allocation Plan (QAP) defines a list of local elected official who are required to be notified by the applicant. Attached as 3K.1 is a list of the public officials who were notified. Additionally, a search for neighborhood organizations, as defined by the QAP, was conducted and no qualifying organization could be determined.

We are still very early in the development process, however, we will be reaching out to local neighborhood groups and local non-profit organizations in the coming weeks for letters of support for our proposed development. These letters will be included in the State's Low-Income Housing Tax Credit Application. The Texas Department of Housing and Community Affairs will post these as part of the full application on their website.

I. Describe the impact the project is anticipated to have on surrounding neighborhood(s);

The proposed development will have a positive impact on the surrounding community by providing much needed high-quality affordable housing. ALNO if awarded will make a multi-million dollar investment which will positively impact the surrounding area and the City of Killeen. With regards to the surrounding properties, we intend to minimize intrusion through the use of deliberate design choices. These include privacy fencing, building orientation, thoughtful entry and exit points, and incorporating the necessary city required infrastructure needed to mitigate any negative impact to the neighborhood.

m. Describe the impact the project is anticipated to have on existing affordable housing in the area;

Using a Market Study conducted by Novagradic in 2020 for High View Place, a Low-Income Housing Community, the proposed development is not expected to have a negative impact on the area's existing Low-Income Housing. ALNO is located within the, the area of focus for the Market Study. Per the study, this area currently has a total demand for 6,085 Low-Income Housing Units. Based on our proposed unit counts, ALNO will account for less than 1.0% of the estimated housing needs of the city. See Exhibit 3M

n. Describe the impact the project is anticipated to have on City infrastructure; including the impact of traffic associated with the proposed project and any proposed mitigation/construction plans if needed;

The development is bound by all local, state and federal requirements and will work with all appropriate entities through the design and construction of the development. A civil engineer has been engaged to conduct a feasibility study and will participate through the design and construction of the development. This includes working with the city to ensure that appropriate infrastructure to support the development is in place. In the case that infrastructure improvement or mitigation is needed, the developer and engineer will work to satisfy the city requirements.

o. Describe the availability of and impact the project is anticipated to have on public transit service;

The development site is approximately 300 feet from the nearest Bus Stop which is located on Racier Ave and Medical Dr. However, we do not expect the development to have any substantial impact on the public transit service.

p. Describe the impact the project is anticipated to have on area schools;

The proposed development is intended to serve residents 55 years or older, therefore there should be no negative impact to the designated schools. In fact, the development is expected to increase the Killeen ISD annual operating budget through property taxes without adding additional students.

 Indicate if the project will assist in the elimination of blight, the preservation of environmental assets, and/or enhancement of landscaping;

This portion of Racier Ave has several vacant or blighted structures. The existing building on the property has been vacant and in disrepair for some time, thus we would be contributing to the removal of an undesirable building for the city. Additionally, we develop our communities as longterm owners and therefore design and construct our communities with a long lasting high-quality product in mind. Thus, we believe our development will positively contribute revitalization within the city as proposed in the Consolidated Strategic Plan 2020-2024

r. Summarize the key financials of the project, clearly indicating the total project cost, the amount and intended use of City of Killeen funds if being requested, and preliminary project financials;

Included summarized financial documents as Attachment 3R

Please note we are requesting a \$500 fee waiver from the City of Killeen in order to meet the rules of §11.9(d)(2) of the 2022 QAP. §11.9(d)(2) requires a minimum \$500 commitment from the city in order to have a competitive application in 2022.

s. List other LIHTC projects you have completed or have pending; include information on location, type, number of units, project costs, and project references on former LIHTC projects.

Included document as Attachment 3S

t. List other LIHTC applications you will be submitting to the Texas Department of Housing and Community Affairs in their most current program year.

Madhouse Development is currently planning to submit eight Pre-Applications for the 2022 9% program. The number of Full-Applications will likely be reduced once we better understand the competitive standing of our applications.

u. Provide information on the number and type of local contracting opportunities associated with the proposed development (construction or other type of contract).

The construction contract for the community will be placed for bid with local contractors and subcontractors. The total contract amount is expected to be approximately \$8M, which will create substantial opportunity for the community.

Upon completion property management staff will be hired for the operations of the property, creating permanent full-time employment opportunity throughout the life of the property. In addition, several local contracted services will be utilized during operations.

All applications for consideration must meet the current Housing Tax Credit Program Qualified Allocation Plan issued by the Texas Department of Housing and Community Affairs, §11.1 General - §11.10 Third Party Request for Administrative Deficiency for Competitive HTC Applications.

4. DEVELOPMENT TEAM

Identify below the persons or entities anticipated to be involved in the project. Also, indicate if any person or entity involved is a disadvantaged, minority or women-owned business enterprise (DBE/MBE/WBE), or if any of the entities are non-profit organizations.

	Development Team Name(s) and Contact Information	Years of Experience	DBE	MBE	WBE	Non- Profit
Owner	Avanti Legacy North Oaks, LP	21*		✓		
Developer	Madhouse Development, Inc	21		✓		
Architect	Northfield Design Associates, Inc	18				
Engineer	Carney Engineering, PLLC	25				
Construction Lender TBD						
Other Lenders	TBD					
General Contractor TBD						
Consultant (if applicable) TBD						
Sub-Contractor TBD						
Sub-Contractor	TBD					
Other						
Other						

^{*}Madhouse Development, Inc currently controls the owner entity. The years of experience displayed are for the principals of Madhouse Development, Inc. Please follow the link below for a copy of the Madhouse Development Company Brochure.

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5. DEVELOPMENT SCHEDULE

Complete the schedule below with anticipated completion dates. Re-order the steps according to the appropriate sequence for your project, and add in any other significant steps integral to your project's development.

	Date(s)
Acquisition and/or holding	December 2022
Securing and packaging project financing	December 2022
Construction specifications and cost estimates	November 2022
Construction bids	November 2022
Construction start	December 2022
Completion of construction	March 2024
Start of Rent-up	December 2023
Other:	
Other:	
Other:	

6. SUBMISSION INFORMATION

The Community Development Department serves as the City's primary staff and point of contact for all LIHTC programs. Before a project will be evaluated, each applicant requesting support and/or funding assistance must submit a completed application with all attachments.

City of Killeen 2020 LIHTC Important Dates:

1/7/2022: Application Deadline

2/15/2022: Presentation from Developer(s) at City Council Workshop Session

2/22/2022: Consideration of Resolution(s) at City Council Meeting

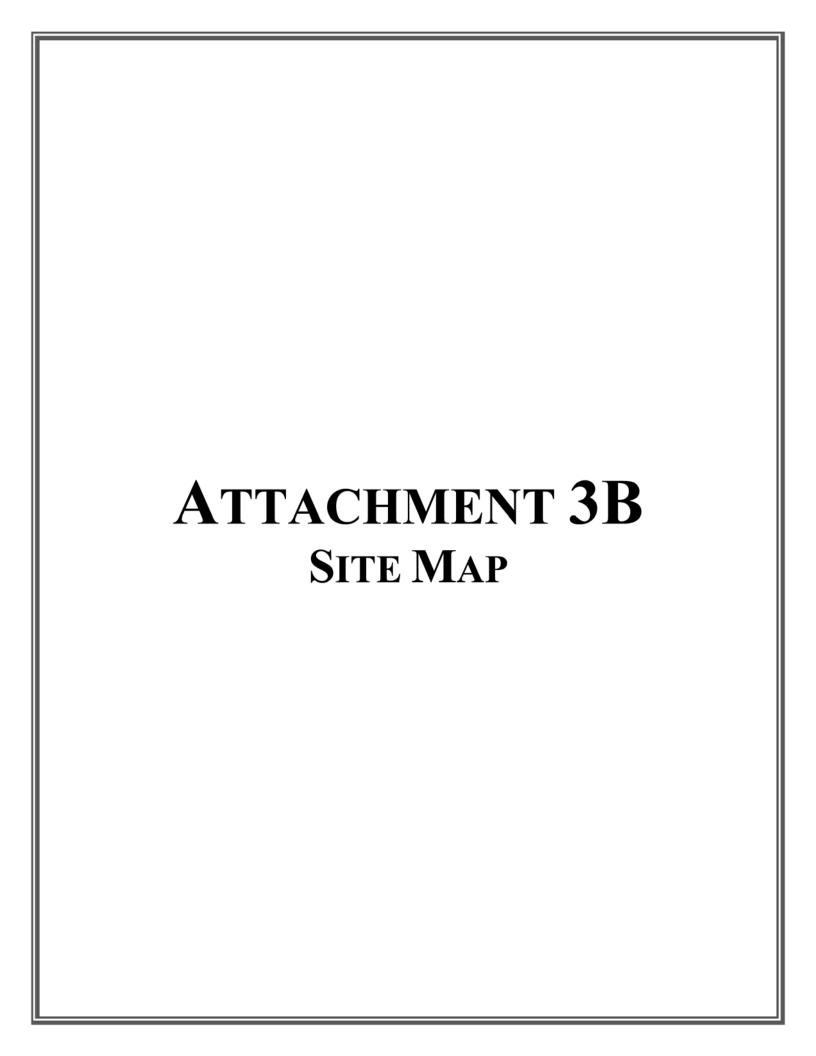
Page 8 of 9

Completed application should be submitted to:

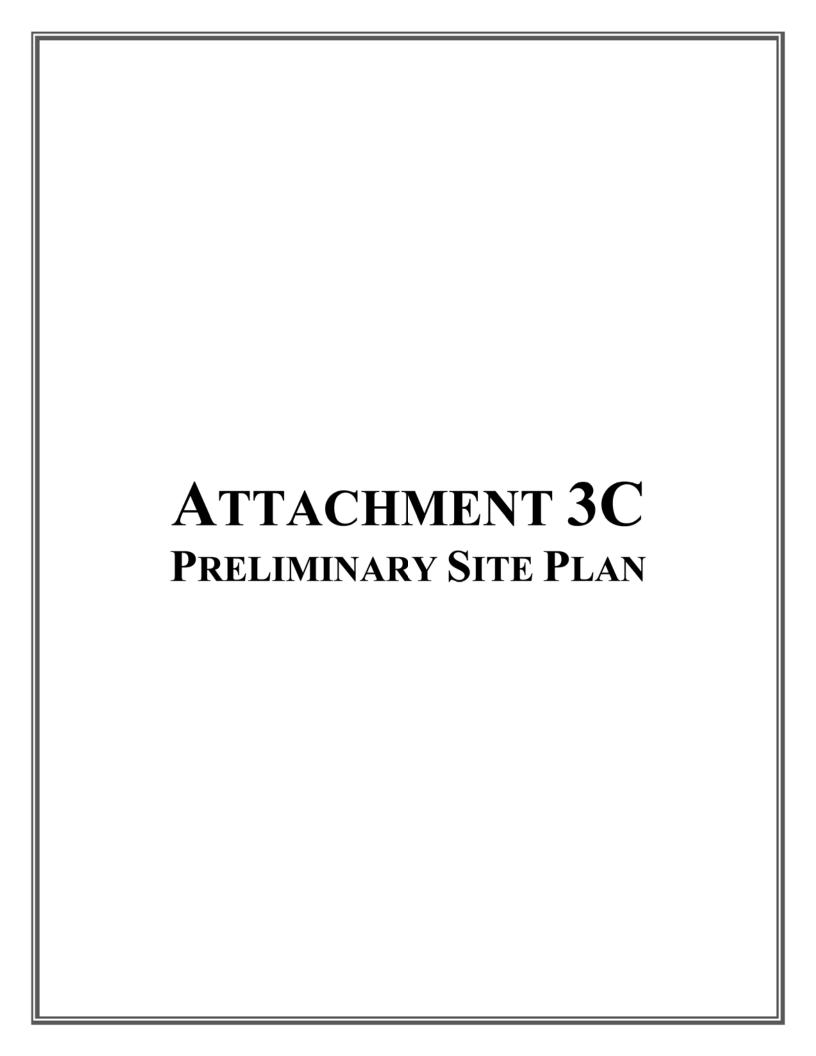
City of Killeen Community Development Department Leslie Hinkle, Executive Director of Community Development P.O. Box 1329 or 802 North Second Street- Bldg. E, 1st floor Killeen, Texas 76541 254-501-7847 or lhinkle@killeentexas.gov

The applicant/developer certifies that the data included in this application and the items attached hereto are true and correct. Any information found to be false or misleading will lead to automatic disqualification under this Program application. Unsigned/undated submissions will not be considered.

Avanti Legacy North Oaks, LP Legal Name of Developer/Entity	Signature of Authorized Officer	
01/06/2022	Enrique Flores, IV Authorized Signatory	
Date	Title	







97 8 4 4 2 TOTAL PARKING PROVIDED HC PARKING REQUIRED HC PARKING PROVIDED VAN ACCESSIBLE PARKING CALCULATIONS:

BUILDING MATRIX:

TYPE STORIES TYPE UNITS

22 A, 2 A-HC, 32 B, 2 B-HC 7

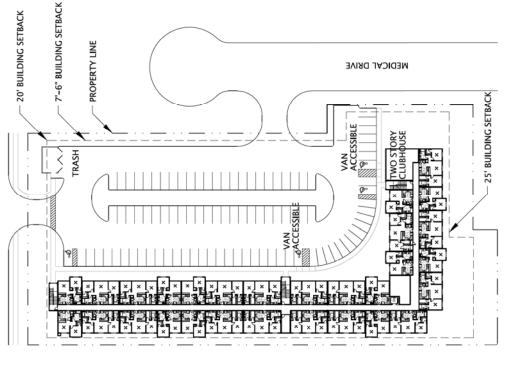
UNIT MATRIX:

NRA	659 SQ. FT. 659 SQ. FT. 952 SQ. FT. 952 SQ. FT.
#	22 2 32 2
BR/BA #	1/1 1/1 2/2 2/2
TYPE	A A-HC B B-HC

BUILDING COMMON AREAS

CLUBHOUSE
ENTRY LOBBY
OFFICES/WORKROOM
BUSINESS OFFICE
MULTI-USE ROOM
FITNESS CENTER
LAUNDRY ROOM
RESTROOMS
MAINTENANCE

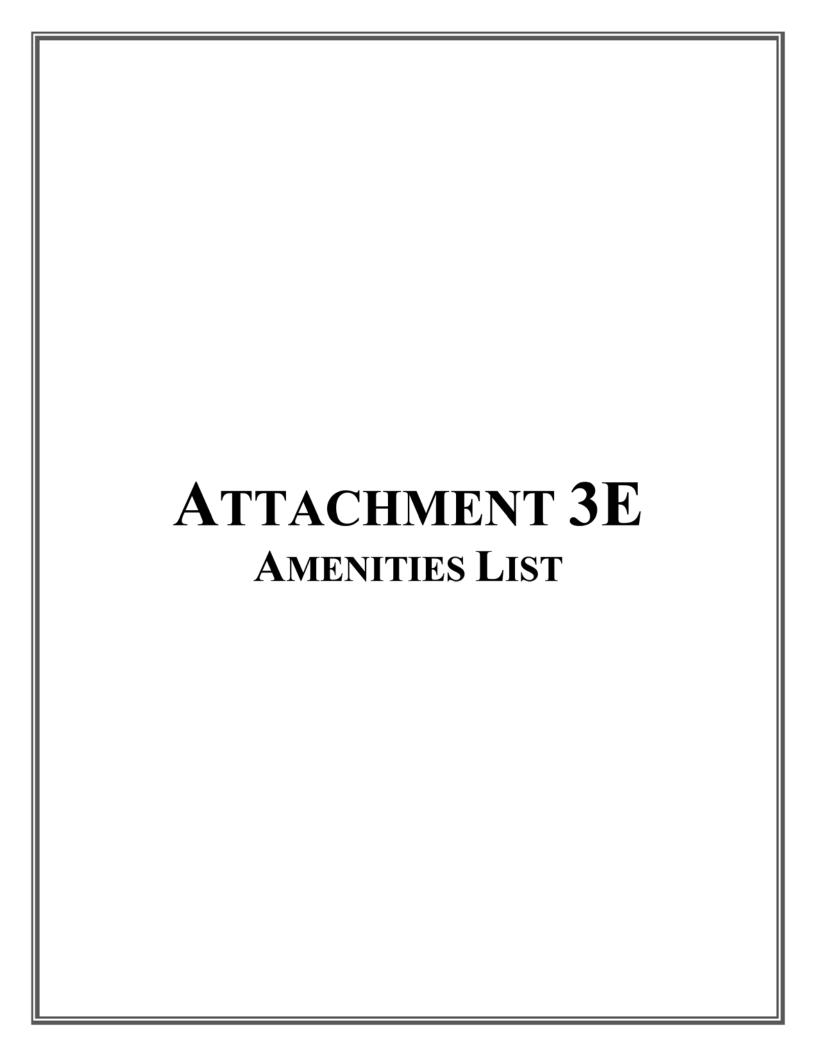
1,780 TOTAL SQ. FT.





AVANTI LEGACY NORTH OAKS

01/22



AVANTI LEGACY NORTH OAKS, LP

COMMUNITY AMENITIES

- Clubhouse Lounge with 65" LED TV/Community Room
- State-of-the-Art Fitness Studio
- Grilling & Picnic Areas
- Free Wi-Fi in Common Areas
- Monthly Resident Events and Social Activities
- **Elevator Served**
- Covered/enclosed community porch
- **Business Center with Free** Computer, Printer and Internet Access
- Community Laundry Room







APARTMENT HOME FEATURES

- Designer selected finishes
- Washer & Dryer Connections
- Nine-foot Ceilings
- Spacious Walk-In Closets
- Covered entries
- Disposal and Energy-star rated dishwasher
- Energy-star rated Refrigerator with ice maker
- Built-In Microwave Oven
- Self-cleaning or continuous cleaning ovens
- Energy-star rated ceiling fan and lighting
- Contemporary/Modern Lighting **Fixtures**
- All rooms are High-Speed Internet & Cable Ready

ATTACHMENT 3G.2 ZONING CHANGE APPLICATION SUBMISSION CONFIRMATION



January 5, 2022

RE: 1001 & 1003 Medical Drive, Killeen, Texas

To Whom It May Concern:

This is to advise that the zoning and use of the above-captioned premises is governed by the laws and regulations of the City of Killeen. This property is zoned B-3 (Local Business District) under Chapter 31, Article IV, Division 14, of the City of Killeen, Texas Code of Ordinances.

The property is currently under review for a re-zone to the R-3A (Multifamily Apartment Residential District).

A building or premises in the district "B-3" local business district shall be used only for the following purposes:

- 1. Any use permitted in the "B-2" district.
- 2. Bakery or confectionery, wholesale.
- 3. Day camp.
- 4. Hospital, nursing home, or assisted living facility.
- 5. Mortuary or funeral chapel excluding cremation services.
- 6. Appliance (household) sales and repair service.
- 7. Bakery or confectionery: engaged in preparation, baking, cooking and selling of products at retail on the premises, with six (6) or less employees.
- 8. Boat and accessory sales, rental and service.
- 9. Bowling alleys.
- 10. Oil/lube station.
- 11. Cleaning, pressing and dyeing: with six (6) or less employees.
- 12. Florist, garden shop, greenhouse or nursery office (retail): no growing of plants, shrubs or trees out-of-doors on premises; no outside display or storage unless behind the required front yard or the actual setback of the principal building, whichever is greater.
- 13. General food products, retail sales, such as supermarkets, butcher shops, dairy stores, seafood sales or health food sales.
- 14. Cafeteria or catering service.
- 15. Marine supplies, sales and service.
- 16. Lodges or fraternal organizations with greater than five thousand (5,000) square feet of leasable space.
- 17. Restaurant or café permitted to offer alcoholic beverages for sale operating under the rules and regulations promulgated by the Texas Alcoholic Beverage Commission, as amended, all of which are adopted hereby and made a part hereof for all purposes. No restaurant will be permitted to dispense any type of alcoholic beverage through any "drive-through" facility or window.
- 18. Tennis or swim club.
- 19. Small animal clinic, pet grooming shop and/or inside kennel and boarding. No cremation or outside kennels.
- 20. Hotel or motel.

- 21. Retail uses and businesses of all sizes to include secondhand goods and antiques with no outside storage or display of second hand goods.
- 22. Gasoline service station, auto laundry or car wash.
- 23. Auto parts sales, new, at retail.
- 24. A customarily incidental use: sale of beer and/or wine only for off-premises consumption only shall be considered a customarily incidental use in this district, but not in any residential district or any more restrictive business district.
- 25. Theaters of general release.
- 26. Mini/self-storage facilities: a building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual compartmentalized and controlled access stalls or lockers for the storage of customer's goods or wares. No outside storage, sales, service, or repair activities, other than the rental of storage units shall be permitted on-premises.
- 27. Storage warehouse with leasable space of less than twenty-five thousand (25,000) square feet.

For regulations regarding building laws, rules, granted variances and regulations, please contact the City of Killeen, Building Official at (254) 501-7605.

Further research can be accomplished through open records requests (additional charges apply for printed materials) or by visiting the City's website at www.killeentexas.gov. The website includes the City's Code of Ordinances as well as the GIS site that will help you obtain property information. The City cannot comment on whether or not there are any existing non-conforming uses or undocumented code violations. If you would like to ascertain whether or not this property has any code violation cases pending, please contact the City's Code Enforcement Department at:

City of Killeen Code Enforcement Division

Mailing Address: P. O. Box 1329, Killeen, Texas 76540

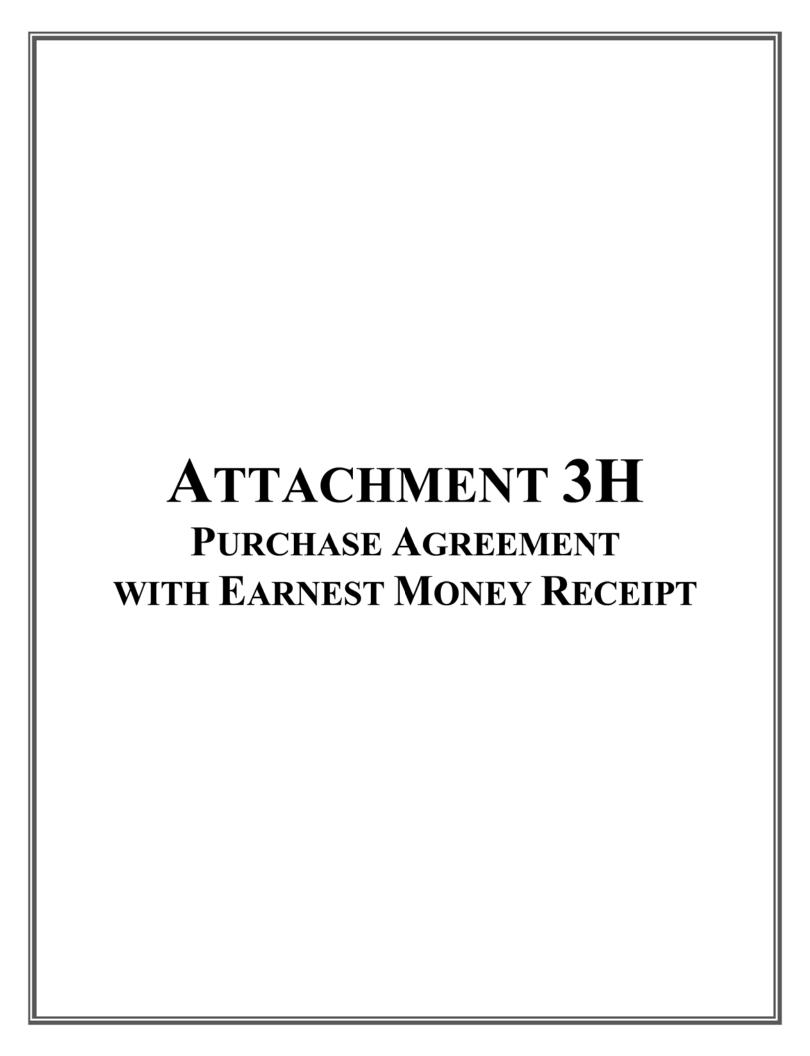
Office Number: (254) 501-7601 Fax Number: (254) 634-2484

If you have any questions about the information that has been provided, please do not hesitate to call 254-501-7631.

Sincerely,

Kristina Strickland

Kristina Strickland Assistant Planner Planning & Economic Development



TEXAS REALTORS

COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2021

1.	PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:					
	Sell	er: Justin Y. Kim				
	,	Address: 613 S Roy Reynolds Cir, Harker Heights, TX 76548-1797 Phone: (254)681-0070 E-mail: TheBrokerKim@gmail.com				
		Phone: (254)681-0070 E-mail: TheBrokerKim@gmail.com Other:				
		er: Madhouse Development, Inc. OR ASSIGNS				
		Address: 8500 Shoal Creek Blvd., Bldg 4,#208, Austin, TX 78757 Phone: (512)982-1342 E-mail: hflores@madhousedevelopment.net				
2		Fax: Other: Othe				
۷.	Α.	"Property" means that real property situated in Bell County, Texas at				
		and that is legally described on the attached Exhibit A or as follows:				
		Lot PT 3, Block 006 Medical Arts Subdivision 0.966 acres BCAD Prop ID #79575				
		and				
		Lot PT 1, Block 006 Medical Arts Subdivision 1.606 acres BCAD Prop ID #1013				
		Seller will sell and convey the Property together with: (1) all buildings, improvements, and fixtures; (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property; (4) Seller's interest in all licenses and permits related to the Property; (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures; (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: N/A Any personal property not included in the sale must be removed by Seller prior to closing.				
	(If) (If (T)	mineral rights are to be reserved an appropriate addendum should be attached.) the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or KR-1946).)				
3.		LES PRICE: At or before closing, Buyer will pay the following sales price for the Property:				
		Cash portion payable by Buyer at closing \$				
		Sum of all financing described in Paragraph 4				
	C.	Sales price (sum of 3A and 3B)				
(T	XR-1	Page 1 of 15 Page 1 of 15				
		Ohono 2536670800 Fay 2547652662 Medical DTMS				

Texas Comm. & Industrial R.E., 1626-F West Loop 340 Ste 10 Water TX 76712.

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address.

(TXR-1801) 09-01-21

isign	ID: 9B	A72901-C808-4888-A3F3-21551687A111			
		1001 and 1003 Medical Drive			
		cial Contract - Improved Property concerning			
		IANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:			
X	A.	Third Party Financing: One or more third party loans in the total amount of \$ See Exhibit B . This contract:			
		 (1) is <u>not</u> contingent upon Buyer obtaining third party financing. (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931). 			
-	B.	Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$			
politography	C.	C. <u>Seller Financing</u> : The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$			
5.	EA	RNEST MONEY:			
	Α.	Not later than 3 days after the effective date, Buyer must deposit \$ \$5,000.00 as earnest money with Stewart Title of Austin, LLC (title company) at 901 S. Mopac Bldg 3 Ste 100 Austin, TX 78746 (address) Shawna Fletcher (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.			
	B.	Buyer will deposit an additional amount of \$\sum_{\text{See Exhibit B}}\$ with the title company to be made part of the earnest money on or before: [(i) days after Buyer's right to terminate under Paragraph 7B expires; or [X] (ii) See Exhibit B Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5E within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.			
	C.	Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.			
6.	TI.	TLE POLICY, SURVEY, AND UCC SEARCH:			
	Α.	Title Policy:			
		 Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to: (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise. 			
		 (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements: (a) will not be amended or deleted from the title policy. 			

Initialed for Identification by Seller (YK, and Buyer Page 2 of 15

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

(b) will be amended to read "shortages in areas" at the expense of X Buyer Seller.

Commercia	al Contract - Improved Property concerning 1001 and 1003 Medical Drive
B. <u>S</u>	Survey: Within 180 days after the effective date:
X (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer \$0.00 (insert amount) of the cost of the survey at closing, if closing occurs.
	2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
	(3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.
C. J	UCC Search:
	(1) Within days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
discourse by	(2) Buyer does not require Seller to furnish a UCC search.
D. J	Buyer's Objections to the Commitment, Survey, and UCC Search:
	(1) Within 120 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
	(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must

under Paragraph 7B(1), will be refunded to Buyer.

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and Buyer [67]

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cure the objections. If Buyer terminates, the earnest money, less any independent consideration

Co	mme	rcial Contract - Improved	Property concerning	1001 and 1003 Medical Drive	
		(3) Buyer's failure object except the	to timely object or te nat Buyer will not wai	rminate under this Paragraphe the requirements in Sche	oh 6D is a waiver of Buyer's right to dule C of the commitment.
7.	PR	OPERTY CONDITI	ON:		
	Α.	Present Condition expense, will comp	Buyer accepts the plete the following be	Property in its present con fore closing:	dition except that Seller, at Seller's
	В.	within See Exhibit B days after the fermination.			
		(1) Independent C	onsideration. (Checi	only one box and insert an	nounts.)
		\$ 100.00 unrestricted upon payment consideration amount is	that S d right to terminate. nent of the amount sp on is to be credited stated in this Paragra	Seller will retain as inde Buyer has tendered the i pecified in Paragraph 5A to to the sales price only up	noney will be refunded to Buyer less pendent consideration for Buyer's independent consideration to Seller the title company. The independent on closing of the sale. If no dollar to deposit the earnest money, Buyer
		independe Seller's ag to Buyer a will be cre this Parag	nt consideration for E ent. If Buyer terminat and Seller will retain dited to the sales prid	es under this Paragraph 7B the independent considera ce only upon closing of the r fails to pay the independe	as tendering such amount to Seller or the earnest money will be refunded tion. The independent consideration sale. If no dollar amount is stated in the consideration, Buyer will not have
		the feasibility earnest mone amount is stat	period for a single pe y in the amount of \$ <u>\$</u> ed in this Paragraph	eriod of an additional See E ee Exhibit B	feasibility period, Buyer may extend shibit B days by depositing additional with the title company. If no dollar eposit the additional earnest money,
	C,	Inspections, Studi	es, or Assessments:		
		(1) During the fee any and all in fixtures) desire	spections, studies, o	; at Buyer's expense, may r assessments of the Prop	complete or cause to be completed erty (including all improvements and
		(2) Seller, at Selle or assessmen		on all utilities necessary fo	r Buyer to make inspections, studies,
		(b) notify Selle (c) abide by a (d) not interfe (e) restore the	er, in advance, of whe iny reasonable entry re with existing opera ne Property to its	ed inspectors and assessors on the inspectors or assessor rules or requirements of Sel tions or occupants of the Pr original condition if altere etes or causes to be comple	ors will be on the Property; ler; operty; and ed due to inspections, studies, or
		(4) Except for the responsible f	or any claim, liability	, encumbrance, cause of	Seller or Seller's agents, Buyer is action, and expense resulting from
(TXR-	1801) 09-01-21	initialed for Identification	by Seller 17K and Buye	Page 4 of 15
					16. 30. 100

Commercial Contract - Improved Prope	rty concerning 1001 and 1003 Medical Drive
Buyer will indemnify	studies, or assessments, including any property damage or personal injury, hold harmless, and defend Seller and Seller's agents against any claim which Buyer is responsible under this paragraph. This paragraph survives intract.
D. Property Information:	
(1) <u>Delivery of Property I</u> Buyer: (Check all tha	nformation: Within 30 days after the effective date, Seller will deliver to t apply.)
(b) copies of all currany modifications (c) a current inventor any leases for sure will not pay in full (e) copies of all currany ownership and or (f) copies of current (g) copies of all currany (h) copies of fire, has (i) copies of all least of the Property; (x) (j) a copy of the "as (k) copies of all involved immediately predict to (m) copies of all predict to (m) copies	of all leases affecting the Property certified by Seller as true and correct; ent leases, including any mineral leases, pertaining to the Property, including s, supplements, or amendments to the leases; any of all personal property to be conveyed under this contract and copies of chipersonal property; and deeds of trust against the Property that Buyer will assume or that Seller on or before closing; ent service, utility, maintenance, and management agreements relating to the peration of the Property; utility capacity letters from the Property's water and sewer service provider; ent warranties and guaranties relating to all or part of the Property; and other insurance policies that currently relate to the Property; and or commission agreements that currently relate to the tenants of all or part built' plans and specifications and plat of the Property; inces for utilities and repairs incurred by Seller for the Property in the 24 months reding the effective date; income and expense statement for the Property from
(o) Tenant reconcili	ation statements including, operating expenses, insurance and taxes for the to; and
(2) Return of Property 10 days after the ter (a) return to Seller other than an ele (b) delete or destroy delivered to Buy (c) deliver to Seller Buyer completed This Paragraph 7D(E. Contracts Affecting Operas on the effective day dispose of any part of the or other items described	nformation: If this contract terminates for any reason, Buyer will, not later than mination date: (Check all that apply.) all those items described in Paragraph 7D(1) that Seller delivered to Buyer in ectronic format and all copies that Buyer made of those items; all electronic versions of those items described in Paragraph 7D(1) that Seller er or Buyer copied in any format; and copies of all inspection and assessment reports related to the Property that d or caused to be completed. 2) survives termination of this contract. Cerations: Until closing, Seller: (1) will operate the Property in the same manner the under reasonably prudent business standards; and (2) will not transfer or the Property, any interest or right in the Property, or any of the personal property d in Paragraph 2B or sold under this contract. After the feasibility period ends, and or terminate any other contract that affects the operations of the swritten approval.

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Cor	nme	rcial Contract - Improved Property concerning 1001 and	d 1003 Medical Drive	
8.	LEASES:			
	A.	 A. Each written lease Seller is to assign to Buyer under this contract must be in full force and according to its terms. Seller may not enter into any new lease, fail to comply with any existing or make any amendment or modification to any existing lease without Buyer's written consent must disclose, in writing, if any of the following exist at the time Seller provides the leases to the or subsequently occur before closing: any failure by Seller to comply with Seller's obligations under the leases; any circumstances under any lease that entitle the tenant to terminate the lease or seek any or damages; any non-occupancy of the leased premises by a tenant; any advance sums paid by a tenant under any lease; any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters the any lease; and any amounts payable under the leases that have been assigned or encumbered, except as for loan(s) assumed or taken subject to under this contract. 		
9.		Estoppel Certificates: Within days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.		
	Α.	The brokers to this sale are:		
		Principal Broker: Olympic Real Estate	Cooperating Broker: Texas Commercial & Industrial	
		Fillicipal bloker, Olympic Real Estate	Real Estate Services, Inc.	
		Agent: Dong Soo Kim	Agent: Christopher Gutierrez, CCIM	
		Address: 605 N. Gray Street	Address: P.O. Box 21565	
		Killeen, TX 76541	Waco, TX 76702	
		Phone & Fax: (254)681-0070	Phone & Fax: (254)744-8016	
		E-mail: TheBrokerKim@gmail.com	E-mail: txlandinfo@sbcglobal.net	
		License No.:	License No.: 0484581	
		Principal Broker: (Check only one box) X represents Seller only. represents Buyer only. is an intermediary between Seller and Buyer.	Cooperating Broker represents Buyer.	
	B.	Fees: (Check only (1) or (2) below.) (Complete the Agreement Between Brokers on	page 14 only if (1) is selected.)	
		between Principal Broker and Seller. Princ	specified by separate written commission agreemen ipal Broker will pay Cooperating Broker the fee specified below the parties' signatures to this contract.	

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

Commercial Contract - Improved Property concerning 1001 and 1003 Medical Drive
Principal Broker a total cash fee of: X 3.000 % of the sales price. Cooperating Broker a total cash fee of: X 3.000 % of the sales price.
The cash fees will be paid in Bell County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.
NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.
C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.
10. CLOSING:
A. The date of the closing of the sale (closing date) will be on or before the later of: (1) days after the expiration of the feasibility period. (specific date). X See Exhibit B
(2) 7 days after objections made under Paragraph 6D have been cured or waived.
B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
 C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a general x special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property: (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes; (2) without any assumed loans in default; and (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
 D. At closing, Seller, at Seller's expense, will also deliver to Buyer: (1) tax statements showing no delinquent taxes on the Property; (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract; (3) an assignment of all leases to or on the Property; (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations: (a) licenses and permits; (b) service, utility, maintenance, management, and other contracts; and (c) warranties and guaranties; (d) a rent roll current on the day of the closing certified by Seller as true and correct; (e) evidence that the person executing this contract is legally capable and authorized to bind Seller; (f) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and (a) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.
E. At closing, Buyer will: (1) pay the sales price in good funds acceptable to the title company (1) pay the sales price in good funds acceptable to the title company (1) pay the sales price in good funds acceptable to the title company (2) page 7 of 15 (1) Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr Cambridge Ontario. Canada NIT 135 www.lvolf.com

Commercial Contract - Improved Property concerning

1001 and 1003 Medical Drive

- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) sign and send to each tenant in the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.
- 11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
- 12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

SEE ATTACHED EXHIBIT B

13. SALES EXPENSES:

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

14. PRORATIONS:

A. Prorations:

(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.

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Commercial Contract - Improved Property concerning

1001 and 1003 Medical Drive

- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien. Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

Α.	If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies),
	may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure
	except for any damages resulting from Buyer's inspections, studies or assessments in accordance with
	Paragraph 7C(4) which Seller may pursue, or
	(Check if applicable)

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

- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy: or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

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

(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;

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

(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

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Commer	cial Contract - Improve	d Property concerning 10	01 and 1003 Medic	al Drive	
	may: (1) terminate this	contract by providing wr	itten notice to Se	eller within 15 days	art of the Property, Buyer after Buyer is advised of dent consideration under
	Paragraph 7B(will be refunded to B fend the condemnation and the sales price will be 	uyer; or proceedings and	d any award will, at	Buyer's election, belong r (b) Buyer and the sales
pro rec	ceeding brought u	inder or with relation to	this contract of sts of such proc	or this transaction,	evailing party in any legal such party is entitled to able attorney's fees. This
	CROW:				
A _z	costs, and any ex	cess will be refunded to d expenses incurred on	o Buyer. If no cl	osing occurs, the t	nt, then to Buyer's closing itle company may require release of liability of the
В.	demand by provide written objection sent the demand making demand.	ding to the other party a to the demand from the to the other party, the	a copy of the de other party with title company m of unpaid expen	mand. If the title c nin 15 days after the ay disburse the ea ses incurred on be	ny will give notice of the ompany does not receive ne date the title company trnest money to the party half of the party receiving
C.	The title company any earnest mone	will deduct any indepe by to Buyer and will pay	ndent considerat the independent	ion under Paragrap consideration to Se	h 7B(1) before disbursing ller.
D.	If the title comparall claims related	y complies with this Par to the disbursal of the ea	agraph 18, each arnest money.	party hereby releas	ses the title company from
Ē.	Notices under this title company are	Paragraph 18 must be effective upon receipt by	sent by certified the title compar	mail, return receipt ny.	requested. Notices to the
F,	after receipt of th	ongfully fails or refuses e request will be liable t ey's fees; and (iv) all co	to the other party	acceptable to the to for: (i) damages; (itle company within 7 days (ii) the earnest money; (iii)
G.	in accordance we connection with to not incur any exp in good faith to feasible with the	vith Section 1031 of the contemplated exchain ense or liability with responsion arrange and consumm	ne Internal Revolutions will be paid bect to the exchange the exchange of the Internal control of the	enue Code, as at by the exchanging inge. The parties at le so as to compl il Revenue Code. T	inge of like-kind properties mended. All expenses in party. The other party will gree to cooperate fully and y to the maximum extending the other provisions of this occur.
19. M	ATERIAL FACTS:	To the best of Seller's k	nowledge and be	lief: (Check only or	ne box.)
☐ A.	Seller is not awar Property Condition	re of any material defect on Statement (TXR-1408	s to the Property	except as stated in	n the attached Commercia
X B.	(1) any subsurfa	rise provided in this cont ce: structures, pits, wast or threatened litigation, o	e, springs, or impondence or important condemnation. or	provements; assessment affect	ing the Property;
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Commercial Contract - Improved Property concerning 1001 and 1003 Medical Drive
 (3) any environmental hazards or conditions that materially affect the Property; (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers; (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property; (6) any wetlands, as defined by federal or state law or regulation, on the Property; (7) any threatened or endangered species or their habitat on the Property; (8) any present or past infestation of wood-destroying insects in the Property's improvements; (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property; (10) any material physical defects in the improvements on the Property; or (11) any condition on the Property that violates any law or ordinance.
(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum:)
20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.
A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1. B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.
21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
22. AGREEMENT OF THE PARTIES:
A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
B. This contract contains the entire agreement of the parties and may not be changed except in writing.
C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
 D. Addenda which are part of this contract are: (Check all that apply.) X (1) Property Description Exhibit identified in Paragraph 2; (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946); (3) Commercial Contract Financing Addendum (TXR-1931); (4) Commercial Property Condition Statement (TXR-1408); (5) Commercial Contract Addendum for Special Provisions (TXR-1940); (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint

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Hazards (TXR-1906);

(9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);

(12) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID);

(7) Notice to Purchaser of Real Property in a Water District (MUD);

(11) Information About Mineral Clauses in Contract Forms (TXR-2509);

(8) Addendum for Coastal Area Property (TXR-1915);

X (10) Information About Brokerage Services (TXR-2501);

Commercial Contract - Improved Property concerning	1001 and 1003 Medical Drive
X (13) Exhibit B - Special Provisions Ad	dendum
(Note: Counsel for Texas REALTORS® has de Texas Real Estate Commission (TREC) or public	etermined that any of the foregoing addenda which are promulgated by the shed by Texas REALTORS® are appropriate for use with this form.)
E. Buyer may may not assign this of any future liability under this controlling obligations under this contract.	contract. If Buyer assigns this contract, Buyer will be relieved ract only if the assignee assumes, in writing, all of Buyer's

- 23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- 24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TXR-1915) may be used).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

Initialed for Identification by Seller 34 4 and Buyer

Commercial Contract - Improved Property concerning

1001 and 1003 Medical Drive

- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used).
- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:
- L. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- 26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on November 8, 2021 , the offer will lapse and become null and void.

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

Seller: Justin Y. Kim	Buyer: Madhouse Development, Inc. OR ASSIGNS		
By: By (signature): Printed Name: Title:	By: By (signature): Printed Name: Title:		
Ву:	By:		
By (signature):	By (signature):		
Printed Name:	Printed Name:		
Title:	Title:		

Commercial Contract - Improved Property concerning

1001 and 1003 Medical Drive

AGREEMENT BETWEEN BROKERS			
(use only if Paragraph 9B(1) is effective) Principal Broker agrees to pay (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be: \$, or \$ % of the sales price, or \$ % of the Principal Broker's fee.			
The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.			
Principal Broker;	Cooperating Broker:		
Ву:	By:		
ATTORNEYS			
Seller's attorney:	Buyer's attorney:		
Address:	Address:		
Phone & Fax:	Phone & Fax:		
E-mail:	E-mail:		
Seller's attorney requests copies of documents, notices, and other information: the title company sends to Seller. Buyer sends to Seller.	Buyer's attorney requests copies of documents, notices, and other information: the title company sends to Buyer. Seller sends to Buyer.		
	RECEIPT		
The title company acknowledges receipt of: A. the contract on this day November 11,200 (effective date); B. earnest money in the amount of \$ 5,000. in the form of wire on November 12, 2001 STEWART TITLE OF AUSTIN Title company: 901 SOUTH MOPAC BUILDING HIMSUITE 100 512-9731,512-172-3101 AUSTIN, TX 78746 Shawna Shawa			

+/- 2.57 Acres, 1001 & 1003 Medical Drive, Killeen, TX, 76543 Bell CAD Property ID: 79575 & 1013

Exhibit A

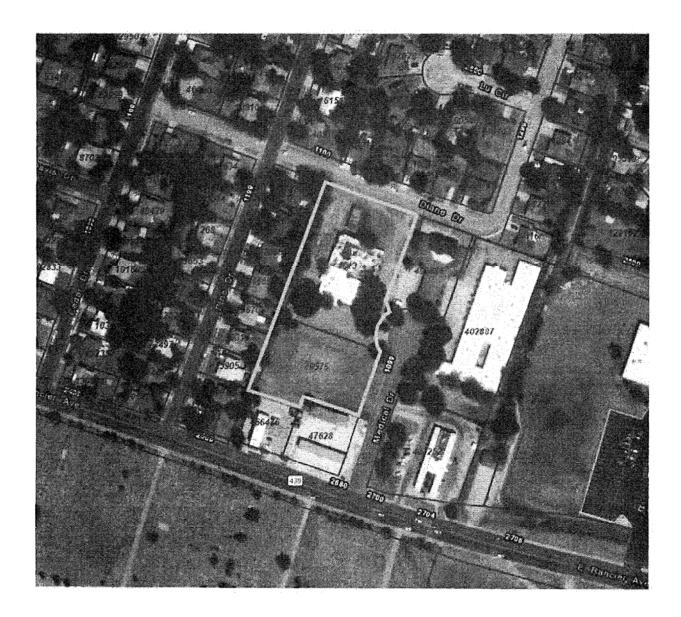


EXHIBIT B

SPECIAL PROVISIONS ADDENDUM COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

THIS SPECIAL PROVISIONS ADDENDUM ("Addendum") is attached to and made a part of that Commercial Contract — Unimproved Property (the "Contract") executed by (collectively, "Seller"), JUSTIN Y. KIM and MADHOUSE DEVELOPMENT, INC., a Texas corporation ("Buyer"). All of the terms used herein shall have the same meanings ascribed to such terms in the Contract. In the event of a conflict or inconsistency between the provisions contained in the Contract and this Addendum, the provisions of this Addendum shall prevail.

Earnest Money Release/Financing Termination.

- a. Upon receipt of the fully executed Contract, Buyer shall deposit Five-Thousand (\$5,000.00) in Earnest Money Deposit with the Escrow Agent under Paragraph 5A. This initial Earnest Money Deposit (i) shall remain applicable to the sales price if the transaction closes., and (ii) if Buyer does not terminate the agreement by January 31, 2022, shall become non-refundable to Buyer for any reason, including but not limited to, termination under Paragraph 7B of the Contract (but not including Paragraph 15C of the Contract)
- b. If the Contract is not terminated before March 31, 2022, Buyer shall deposit Ten-Thousand (\$10,000.00) in additional Earnest Money. This additional Earnest Money shall be (i) non-refundable to Buyer for any reason, including but not limited to, termination under Paragraph 7B of the Contract (but not including Paragraph 15C of the Contract), but (ii) shall remain applicable to the sales price if the transaction closes.
- c. If the Contract is not terminated before April 1, 2022, Buyer shall deposit Ten-Thousand (\$10,000.00) in additional Earnest Money. This additional Earnest Money (i) shall remain applicable to the sales price if the transaction closes., and (ii) if Buyer does not terminate the agreement by August 31, 2022, shall become non-refundable to Buyer for any reason, including but not limited to, termination under Paragraph 7B of the Contract (but not including Paragraph 15C of the Contract)
- d. Notwithstanding anything to the contrary in the Contract, Buyer may terminate the Contract for any reason before August 31, 2022. If Buyer elects to terminate this Contract within this time period, All Earnest Money and other sums deposited under this Contract shall be returned to Buyer, less any monies due to Seller as referenced above in the Contract and Special Provisions Addendum and this Contract shall be null and void.
- e. Should Buyer fail to make any timely earnest money deposits outlined in the Contract, Seller may terminate the Contract by providing written notice to Buyer.
- f. It is the intent of Buyer and Seller that this Addendum serve as the only authorization needed for the Escrow Agent to release any earnest money funds required to be released to Seller or pursuant to the terms of this Addendum or the Contract.
- 2. Platting/Zoning. Buyer shall plat/rezone the Property, at its sole cost and expense; and Seller shall reasonably cooperate therewith. In no event will Buyer change the current zoning or plat the

Seller's property, without Seller's prior written consent, nor shall Seller be required to cooperate with Buyer's subdivision or rezoning efforts if such efforts shall be deemed, in Seller's sole judgment, as having a negative impact on the Seller's property, provided that Seller hereby consents to such plat/rezoning of the Property for multifamily housing and agrees Buyer's intended use of the Property for multifamily housing shall not be so deemed to have a negative impact on the remainder of Seller's property.

- 3. Closing Extensions. Buyer shall have the right to extend the closing date up to three (3) times to (i) December 31, 2022, (ii) January 31, 2023, and (iii) February 28, 2023, by delivering written notice thereof to Seller prior to the end of the then applicable closing date and delivering to the Title Company an extension fee in the amount of \$10,000.00 (an "Extension Fee") for each extension. Each Extension Fee shall become a part of and treated in the same manner as the earnest money and shall be (i) non-refundable to Buyer for any reason, including but not limited to, termination under Paragraph 7B of the Contract (but not including Paragraph 15C of the Contract), but (ii) shall be applicable to the sales price at closing. Upon receipt of each Extension Fee, escrow agent shall promptly release the same to Seller.
- 4. Rollback Taxes. If (i) the sale contemplated hereby, (ii) a change in use or zoning of the Property, or (iii) a denial of special use valuation of the Property, would result in the assessment of additional ad-valorem taxes, penalties, or interest applicable to the Property for periods before closing, Buyer shall be responsible for payment of the same. This provision shall survive Closing.
- 5. <u>Tax Credit Provisions</u>. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, Seller hereby acknowledges that Buyer intends to apply for, syndicate and sell certain housing tax credits (whether under state or federal law, collectively, "Tax Credits") with the assistance of the Texas Department of Housing and Community Affairs. Seller hereby agrees to reasonably assist Buyer, at Buyer's sole cost and expense, in obtaining and submitting such information as is necessary to apply for or obtain the Tax Credits.
- 6. <u>Default/Notices</u>. Notwithstanding the terms of Paragraph 15 and elsewhere in the Contract, neither Seller nor Buyer shall be deemed in default under the Contract until the non-defaulting party has delivered written notice of such default to the defaulting party and the defaulting party does not cure such default within ten (10) days of its receipt of said notice.
- 7. The terms of this Addendum are incorporated in and made a part of the Contract. If there is a discrepancy between the Contract and this Addendum, this Addendum shall control.

[Executed on the following page]

Seller:
Juster sin-
T
Person
Buyer:
MADHOUSE DEVELOPMENT, INC.,
a Texas corporation
By: Enrique Hosse 71/ Enrique Gloresselle, Bresident
Enrique Elores W. Bresident



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer, and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Texas Commercial & Industrial Real Estate Services	0484581	txlandinfo@sbcglobal.net	(254)662-9800
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
Designated Broker of Firm	License No.	Email	Phone
Christopher Gutlerrez	0314988	cgutierrez@ccim.net	(254)744-8016
Licensed Supervisor of Sales Agent/	License No.	Email	Phone
Associate			
Sales Agent/Associate's Name	License No.	11/06/2021 Email	Phone
Buyer/Tenant	/Seller/Landlord Initials	Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date

Texas Comm. & Industrial R.E., 1620-F West Loop 340 Ste 16 Waco TX 76712

Phone: 2546629800

Fax 2517652662

Medical Drive

TXR-2501

FIRST AMENDMENT TO COMMERCIAL CONTRACT

This First Amendment to Commercial Contract (this "Amendment") is executed to be effective as of January 3, 2022, by MADHOUSE DEVELOPMENT, INC., a Texas corporation ("Buyer"), and JUSTIN Y. KIM, an individual ("Seller"; and together with Buyer, the "Parties").

RECITALS:

- A. The Parties executed that Commercial Contract Improved Property dated to be effective November 11, 2021 (the "Agreement").
- B. The Parties now desire to amend the Agreement as set forth below.

AGREEMENT:

THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Defined Terms and Recitals</u>. All capitalized terms used in this Amendment but not defined shall have the meanings ascribed to such terms in the Agreement; and the Parties acknowledge the accuracy of the Recitals.
- 2. <u>Amendment</u>. Section 3 of the Special Provisions Addendum attached to and incorporated into the Agreement is hereby amended by inserting the following at the beginning of such Section:

"Closing of the sale and purchase of the Property shall take place on or before November 30, 2022."

- 3. <u>Binding Effect</u>. This Amendment is binding upon and shall inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, personal representatives, successors and assigns.
- 4. <u>Headings</u>. The subject headings contained in this Amendment are for reference purposes only and do not affect in any way the meaning or interpretation hereof.
- 5. <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same agreement. Faxed or emailed versions shall be deemed originals.
- 6. <u>Further Amendment</u>. This Amendment may only be amended by written instrument signed by the Parties.
- 7. **Applicable Law.** This Amendment will be governed and construed in accordance with the laws of the State of Texas.

8.	Agreement.	All	references	in	the	Agreement	to	the	term	"Agreement"	means	the
Agree	ment as amend	ded I	by this Ame	ndi	ment	t.						

[Executed on the following page]

The Parties have executed this Amendment to be effective as of the date first written above.

SELLER:

Justin Y Kim
1/3/2022 4:12:31 PM CST

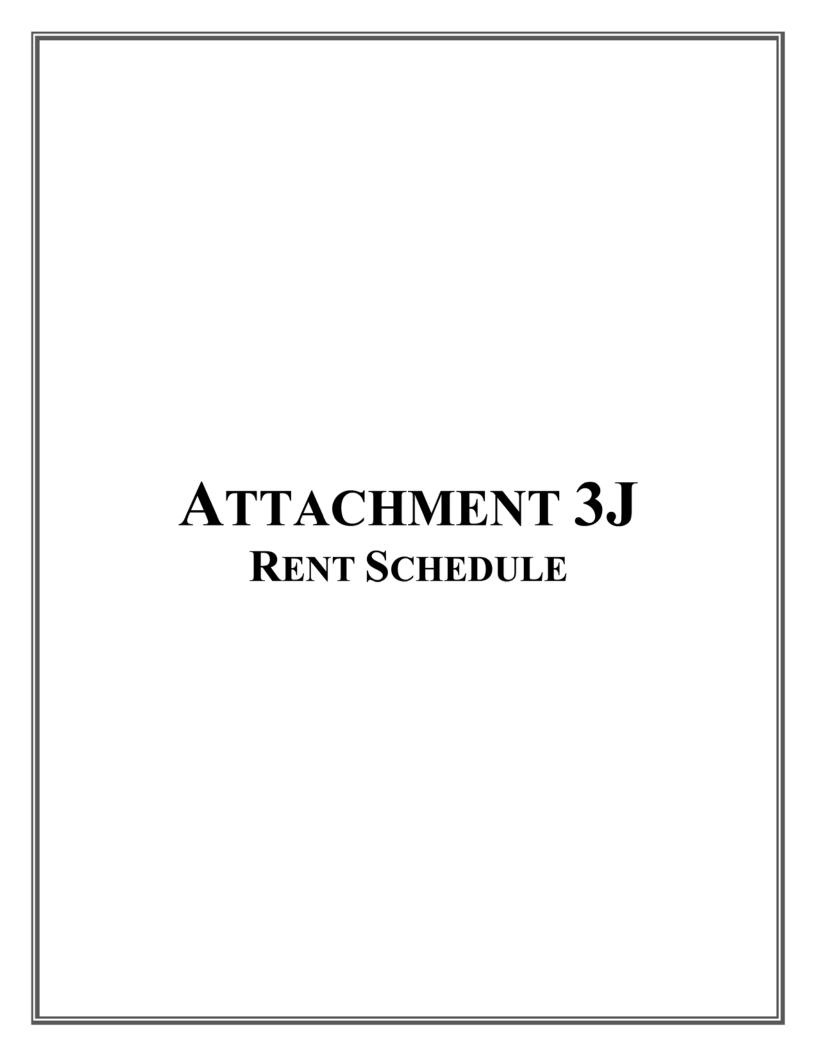
JUSTIN Y. KIM

BUYER:

MADHOUSE DEVELOPMENT, INC.,

a Texas corporation

By: $\frac{\sum_{\mathbf{k}} \mathcal{H}_{\mathbf{k}}}{\text{Enrique Flores, IV, President}}$





- Rental Concessions

= EFFECTIVE GROSS MONTHLY INCOME x 12 = EFFECTIVE GROSS ANNUAL INCOME



					RENT SCHE	DULE					
Type of Unit	Income Level Served	# of Units	# of Bedrooms	# of Baths	Unit Size (Net Rentable Sq. Ft.)	Total Net Rentable Sq. Ft.	Max HTC Rent	Tenant Paid Utility Allow.	Tenant Paid Rent (D) - (E) =	Rent Per Square Foot	Total Monthly Rent
		(A)	(B)		(C)	(A) x (C)	(D)	(E)	(F)	(F) / (C)	(A)×(B)×(F)
TC 30% TC 50% TC 60%	30% 50% 60%	3 5 16	1 1 1	1 1 1	659 659 659	1,977 3,295 10,544	364 606 728	55 55 55	309 551 673	0.47 0.84 1.02	927 2,755 10,768
TC 30% TC 50% TC 60%	30% 50% 60%	3 7 24	2 2 2	2 2 2	952 952 952	2,856 6,664 22,848	437 728 874	73 73 73	364 655 801	0.38 0.69 0.84	1,092 4,585 19,224
Rent Restricted Tota	1	58				48,184					39,351
Market Rate		0	1	1	659	0			728	1.10	-
Market Rate		0	2	2	934	0			874	0.94	-
Market Rate Total		0				0					-
Employee/Owner C	Occupied 1					0					-
Total Units		58				48,184					39,351
+ Non Rental Income Source #1 20 per unit/month for:				nth for:	App Fees, L	Deposit Forfe	itures, Misc.			1,160	
+ Non Rental Income Source #2			0	per carport,	month for:						-
+ Non Rental Income	e Source #	‡3	10	10 per unit/month for: Carport, Cable, Laundry, Vending & Pet Fees							580
= POTENTIAL GRO	SS MONT	HLY INCOME						•			41,091
- Provision for Vaca	ncy & Coll	ection Loss				%	of Potentia	I Gross Income:	7.50%		3,082

# Beds	# Units	% Total
0	-	0.0%
1	24	41.4%
2	34	58.6%
3	-	0.0%
4	-	0.0%
TOTAL	58	100.0%

	UNIT D	ISTRIBUT	ION		
1	Income	# Units	% Total	% Affordable	Income Average %
	20%	-	0.0%	0.00%	0.00%
ı	30%	6	10.3%	10.34%	3.10%
	40%	-	0.0%	0.00%	0.00%
ı	50%	12	20.7%	20.69%	10.34%
	60%	40	69.0%	68.97%	41.38%
	70%	-	0.0%	0.00%	0.00%
	80%	-	0.0%	0.00%	0.00%
	MR	-	0.0%		
	TOTAL	58	100.0%	100.00%	54.83%

% of Potential Gross Income:

0.00%

38,009

456,110

Page 1

Appl	licable	Fraci	rion

	Per Sq Ft											
Income	# Units	% Total										
20%	0	0.00%										
30%	4,833	10.03%										
40%	0	0.00%										
50%	9,959	20.67%										
60%	33,392	69.30%										
70%	0	0.00%										
80%	0	0.00%										
Market Rate 0 0.00%												
	100.00%											

Hacilon												
Per Unit												
Income	# Units	% Total										
20%	0	0.00%										
30%	6	10.34%										
40%	0	0.00%										
50%	12	20.69%										
60%	40	68.97%										
70%	0	0.00%										
80%	0	0.00%										
Market Rate	0	0.00%										
	100.00%											





Page 2

RENT LIMITS - HOUSING TAX CREDIT PROGRAM

AMFI %		Number of Bedrooms									
	0	1	2	3	4	5					
20	\$226	\$242	\$291	\$336	\$349	\$414					
30	\$339	\$364	\$437	\$504	\$563	\$621					
40	\$453	\$485	\$583	\$673	\$751	\$829					
50	\$566	\$606	\$728	\$841	\$938	\$1,036					
60	\$679	\$728	\$874	\$1,009	\$1,126	\$1,243					
65											
70	\$792	\$849	\$1,020	\$1,177	\$1,314	\$1,450					
80	\$906	\$971	\$1,166	\$1,346	\$1,502	\$1,658					

RENT LIMITS - HOME/TCAP/CDBG/HTF/NSP PROGRAMS

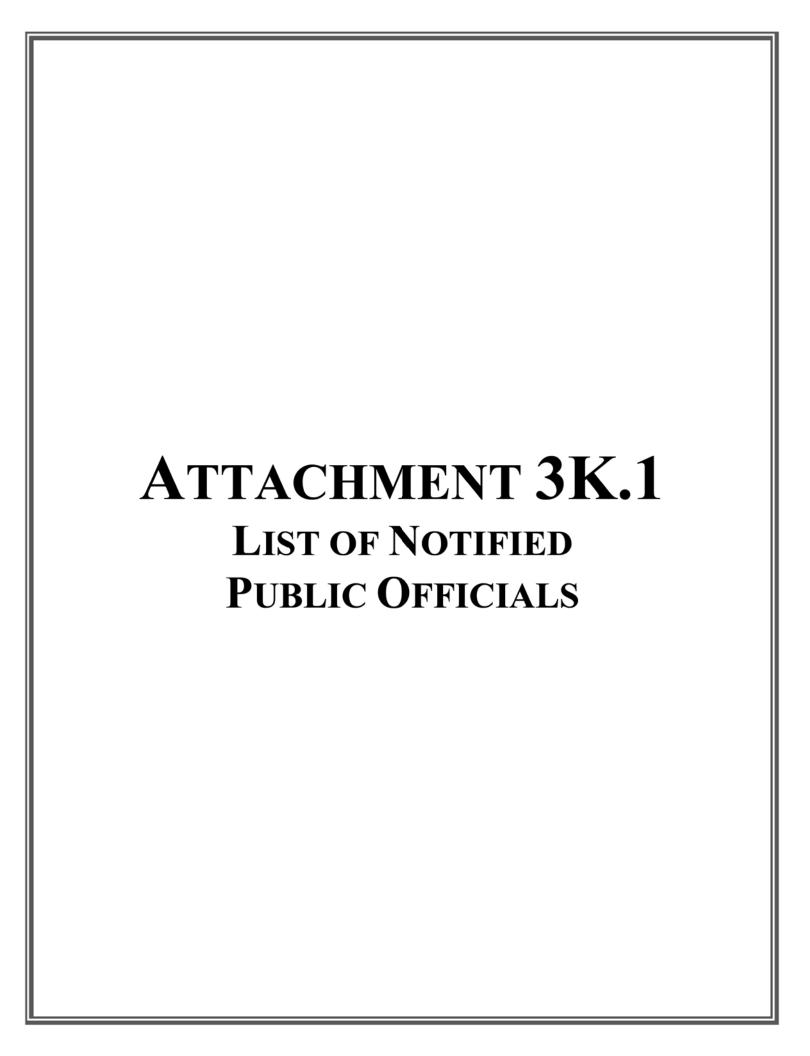
KEITI EIMITS	TIOME	/ ICAI / C	DDO/IIII	/NOI I KO	OKAMO		
AMFI %							
	0	1	2	3	4	5	
20							
30	\$340	\$364	\$437	\$505	\$563	\$621	
40	\$453	\$485	\$583	\$673	\$751	\$829	
Low-HOME	\$566	\$606	\$728	\$841	\$938	\$1,036	
High-HOME	\$635	\$639	\$815	\$1,073	\$1,178	\$1,281	
65							
70							
80							

Utility Allowance

Utility	Pays	OBR	1BR	2BR	3BR	4BR
Heating	T		12.06	14.08	16.11	
Cooking	Т		4.41	6.39	8.36	
Other Electric	T		16.66	23.18	29.7	
Air Conditioning	T		11.79	16.35	20.91	
Water Heater	T		10.05	12.83	15.6	
Water	LL		0	0	0	
Sewer	LL		0	0	0	
Trash	LL		0	0	0	
flat fee	T		0	0	0	
other	Т		0	0	0	
Totals		\$ -	\$ 55	\$ 73	\$ 91	\$ -

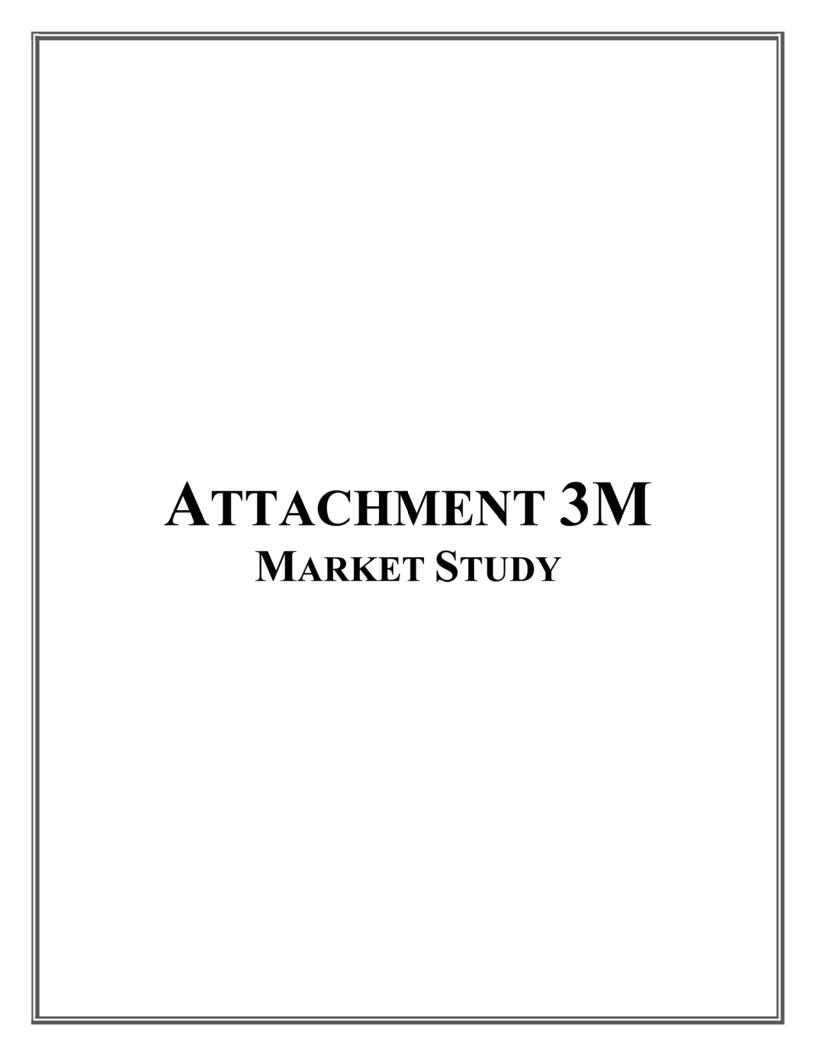
NOTES & ASSUMPTIONS						
Vacancy & Collection Loss estimated at	7.50%					
Second Lien Debt	0.00%					
Average Unit Size	830					
Average Rent Per Unit Per Month	\$681					
Average Rent Per Square Foot Per Month	\$0.82					

Rent Schedule 1/5/2022



AVANTI LEGACY NORTH OAKS, LP

List of Public Officials Notified					
Office:	Name:				
State Senator - District 24	Dawn Buckingham				
Texas House Representative - District 55	Hugh Shine				
Killeen ISD School Superintendent	Dr. John M. Craft				
Killeen ISD President Board of Trustees	JoAnn Purser				
City of Killeen Mayor	Jose L. Segarra				
City of Killeen Mayor Pro Tem - District 2	Debbie Nash-King				
City of Killeen Councilmember at Large	Ken Wilkerson				
City of Killeen Councilmember at Large	Mellisa Brown				
City of Killeen Councilmember at Large	Rick Williams				
City of Killeen Councilmember - District 1	Jessica Gonzalez				
City of Killeen Councilmember - District 3	Nina Cobb				
City of Killeen Councilmember - District 4	Michael Boyd				
Bell County Judge	David Blackburn				
Bell County Commissioner - Precinct 1	Russell Schneider				
Bell County Commissioner - Precinct 2	Bobby Whitson				
Bell County Commissioner - Precinct 3	Bill Schumann				
Bell County Commissioner - Precinct 4	John Driver				



This is an excerpt of the referenced Market Study please follow the link below for the complete Market Study found on the Texas Department of Housing and Community Affairs website.

https://www.tdhca.state.tx.us/multifamily/docs/imaged/2020-9-Market/20148.pdf

A MARKET STUDY OF:

HIGH VIEW PLACE

731 Wolf Street Killeen, Bell County, TX 76541

Effective Date: February 4, 2020 Report Date: April 1, 2020

Prepared for: Art Schuldt, Jr. President Housing Solutions Alliance, LLC 1935 Airline Drive, Suite 200 Boosier City, Louisiana 71112

And

Texas Department of Housing & Community Affairs (TDHCA) 221 East 11th Street Austin, Texas 78701

Prepared by: Novogradac Consulting LLP 11044 Research Boulevard, Bldg. C, Suite 400 Austin, TX 78759 512.340.0420



I. SUMMARY	YSHEET

				MAR	KET ANALY	SIS SUMMARY					
ovider:	Novogr	adac Consultin	ig LLP					Date	:	3/30	2020
ontact:	Erik Joh	nson						Phon	e:	(562) 2	56-357
evelopme	nt:		Hig	h View H	lomes		Target	Population:		gen	eral
	_					De	finition of F	lderly Age:			
	[701 14/-	If Change		City:					Dell
e Location e Coordin	_	Lo	rtitude	If Street		Longitude	Killeer		ounty:		Bell
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	27023500 27022801	48027022		_	27022405 27022401	48027023107	'				
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HH Si	ze T	1		IBLE HOU 2	SEHOLDS BY	INCOME page	<u>110</u> 5		6	:	7+
20%	Min					7					
AMGI	Мах										
30%	Min	\$1	\$	1	\$1	\$1	\$1		\$1		
AMGI	Max	\$13,440	\$15	,360	\$17,280	\$19,170	\$20,7	30 \$2	2,260		
40% AMGI	Min Max						+				
50%	Min	\$13,441	\$15		\$17,281	\$19,171	\$20,7	_	2,261		
AMGI	Max Min	\$22,400	_	,600	\$28,800	\$31,950	\$34,5		7,100		
60% AMGI	Max	\$22,401 \$26,880	\$25 \$30		\$28,801 \$34,560	\$31,951 \$38,340	\$34,5 \$41,4		7,101 4,520		
70%	Min										
AMGI	Мах										
80%	Min										
AMGI	Max										
			AFFORD	ABLE HO	USING INVEN	NTORY in PMA					
		All LIUTO De	valann	anta			opments 3	Total Units 368	Avg	Occup	ancy
		All LIHTC De	velopii	ICI IIS			· [300		100%	
	ı	Proposed, Uno	der Cons	truction,	and Unstabi	lized Compara	ble Develo	`			
TDHCA #			evelopm	ent		Status	Туре	Target Population	Comp Units	Total Units	Occur
19166	Villas at	Robinett				proposed	rehab	senior	0	104	N/A
17331	Westwin	d of Killeen Apart	ments			under con	st rehab	general	88	110	N/A
				Other Af	fordable Dev	elopments in l	PMA				
TDHCA #		D	evelopm	ent		Status	Туре	Target Population	Comp	Total Units	Occupancy
97043	Village A	At Fox Creek				in service	new cor		_	128	100%
99053	_	At Twin Creek				in service	_	Ť	88	0	N/A
03068		anch Apt Homes				in service	_		0	152	N/A
N/A	Hyde Est	ates				in service	new cor	nst general	76	75	N/A
		development is in elopments per §									

Note: For developments targeting Seniors, fill in Population and Household data for both the General population and the Senior population PMA DEMOGRAPHIC DATA GENERAL SENIORS current year place-in-service five year current year place-in-service five year 2019 2022 2024 2019 2022 2024 Population p. 28 94,883 97,525 99,687 Households p. 29 36,844 37,813 38,606 Total HH 22,531 23,734 23.193 Renter HH 14,313 14,620 14,872 Homeowner HH DEMAND CALCULATION p. 109 23,193 Total Households Program Program Only Only Restricted Units Restricted Assisted sisted Units Units Units See footnote 2 70 Subject Units 70 Min Income 10.800 Unstabilized Comparable Units 88 88 Max Income \$ 44,520 44,520 Potential Demand 5532 8852 **RELEVANT SUPPLY** 158 158 10% External Demand 553 885 Other Demand GROSS DEMAND 9737 2.6% 1.6% RELEVANT SUPPLY / GROSS DEMAND = GROSS CAPTURE RATE CAPTURE RATE BY AMGI BAND p. 121 * include program only restricted units 10% External **AMGI Band Capture Rates Subject Units** Comp Units Demand Capture Rate Demand 20% AMGI 30% AMGI 1,110 111 1.3% 40% AMGI 50%AMGI 2.252 225 15 18 1.3% 60% AMGI 61 2,170 217 48 4.6% 70% AMGI 80% AMGI CAPTURE RATE BY UNIT p. 126 * include program only restricted units DEMAND by UNIT TYPE p. 126 SUBJECT UNIT MIX PROPOSED RENT 106 p. Unit Subject MARKET RENT Beds Baths Size (saft) Gross Net Demand External Comp Units Capture Units Rate Demand 30% 606 \$541 \$695 \$810 1.544 154 5 0.5% 30% 2 791 \$719 \$895 \$910 1.349 135 1 4 0.3% \$1,024 \$1,265 \$1,010 700 70 0.3% 50% 1 606 \$541 \$695 \$810 1.311 131 8 1.2% 791 145 50% 2 \$719 \$895 \$910 1,451 8 0.7% 50% 3 973 \$1,024 \$1,265 \$1,010 744 74 0.5% \$541 \$695 \$810 33 8.5% 60% 606 623 62 25 60% 2 1 791 \$719 \$895 \$910 771 77 10 31 4.8% 973 \$1,024 \$1,265 \$1,010 359 36 5 2.5% 60% 3

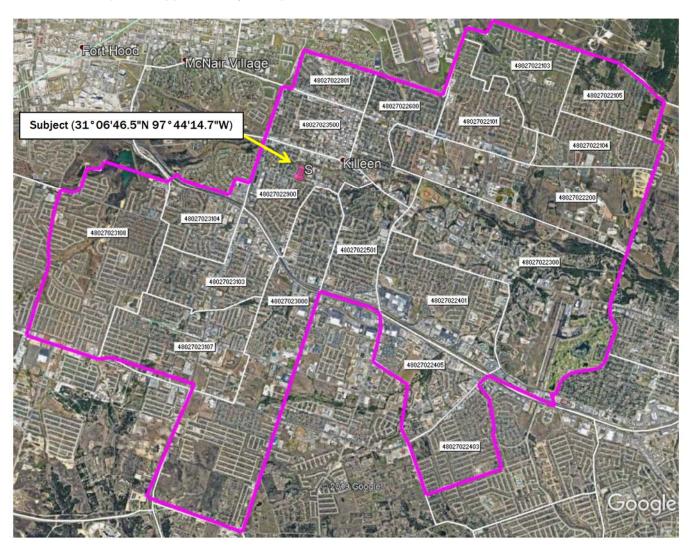
Footnotes:

 $^{1 \\ {\}it This is only required for developments that will utilize the 15\% GCR for Tax-Exempt Bond Developments rule §10.302(i)(1).}$

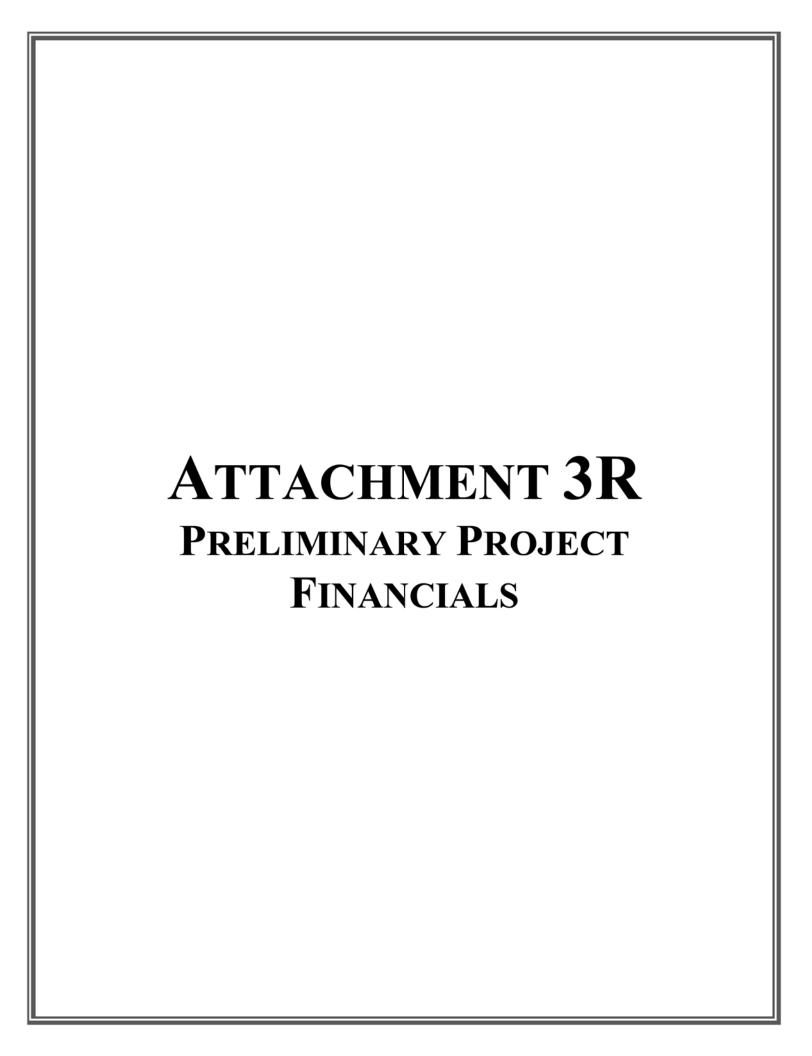
Program only restricted units include HTC and MDL restricted units. Assisted units include any unit that has a RAD, Section 8, PHU, or PBV associated with them.

PMA Map - Census Tracts

The PMA encompasses approximately 25 square miles.



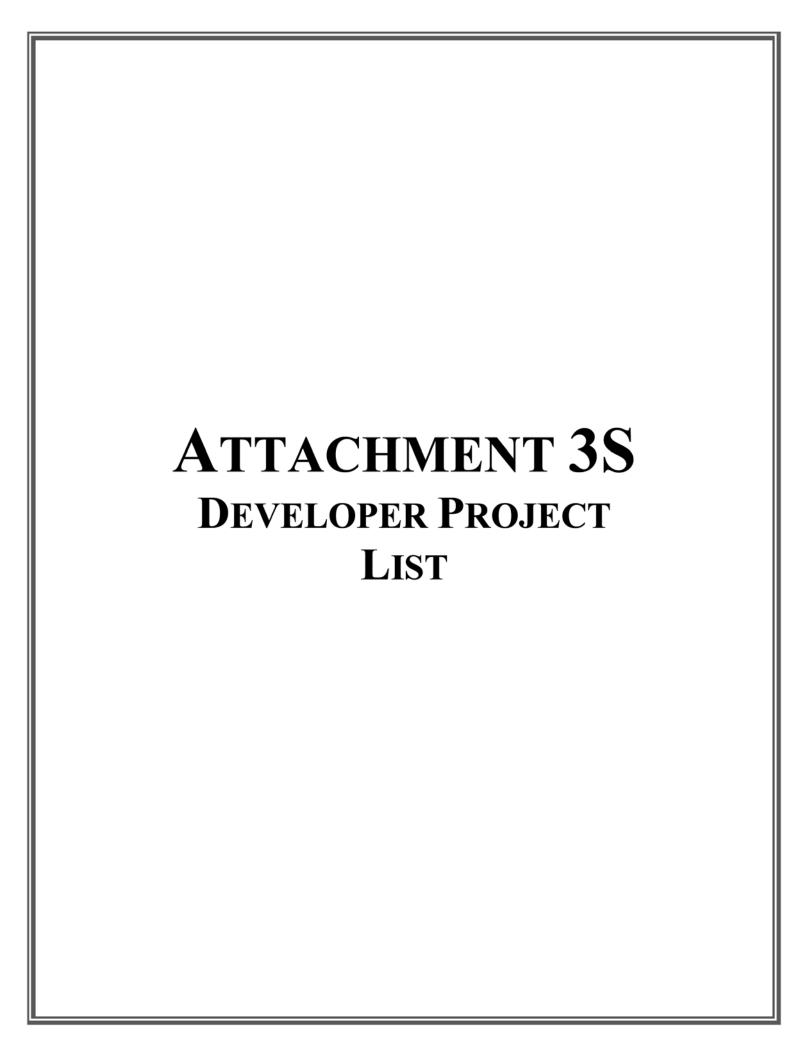








	SUMMARY SOURCES AND USES OF FUNDS							
	SOURCE OF FUNDS							
#	SOURCE	PRIORITY OF LIEN	CONSTRUCTION OR REHAB STAGE		PERMANENT LOAN STAGE	FINANCING PARTICIPANTS		
1	Conventional Loan	1	\$10,801,000) \$	2,349,000	Conventional Loan		
2	Conventional Loan/FHA		\$ -	\$	-			
3	Bridge Loan		\$ -	\$	-			
4	City Funds		\$ 500) \$	500	City of Killeen Contribution		
5	Tax Exempt Bonds							
6	Housing Trust Fund							
7	CDBG Funds - Local							
8	CDBG Funds - Federal							
9	Mortgage Revenue Bonds							
10	LIHTC Syndication Proceeds		\$1,644,714	1	\$10,964,763	Equity @ \$0.9		
11	Historic TC Syndication Proceeds							
12	USDA/ TXRD Loan(s)							
13	AHP Grant							
14	Soft Funds		\$ -	\$	-			
15	Interest Income							
16	Private Loan or Grant		\$ -	\$	-			
17	Cash Equity							
18	Deferred Developer Fee		\$ -	\$	318,488			
19	EXCESS/(SHORTFALL)		\$ 408	3				
TOTAL S	OURCES OF FUNDS		12,446,21	4	13,632,751			
			USES C	FF	UNDS			
#	DESCRIPTION		CONSTRUCTION OR REHAB STAGE		PERMANENT LOAN STAGE	EXCLUSIVE USE FINANCING PARTICIPANTS		
1	Land Acquisition		\$ 1,262,500	5 \$	1,262,500			
2	Existing Building Acquisition		\$ -	\$				
3	Off-Site Construction Cost		\$ -	\$				
4	Sitework Construction Cost		\$ 1,421,000	5 \$	1,421,000			
5	Hard Construction or Rehabilitatio	n Cost	\$ 5,011,136					
6	Contractor's General Requirement	's	\$ 385,928					
7	Contractor's Overhead		\$ 128,643					
8	Contractor's Profit		\$ 385,928	_				
9	Construction Contingency		\$ 513,284	_				
10			\$ 1,745,010	-				
11	Developer's / Other Fees		\$ 452,400	_				
12	· ,		\$ 758,214	-	758,214			
13			\$ 73,490	\neg				
14	Other Financing Costs		\$ 197,480	\neg				
15	Guarantee Fee		\$ -	\$				
16	Reserves		\$ 214,991	_				
1 <i>7</i>	Special Reserve Account		\$ -	\$	-			
TOTAL U	JSES OF FUNDS		12,445,80	7	13,632,751			





COMPLETED						
YEAR	COMMUNITY NAME	LOCATION	FINANCING	PARTICIPATION	# OF HOMES	
2018	Avanti at Greenwood	6102 Greenwood Drive Corpus Christi, TX 78417	LIHTC-9%	Owner/General Partner/ Developer	81	
2017	Pathways at Goodrich Place	2126 Goodrich Avenue Austin, TX 78704	LIHTC-9% & RAD	Co-Developer	120	
2017	The Bristol	7810 Old Tezel Road San Antonio, TX 78250	LIHTC-9%	Co-Developer	96	
2017	Terraces at Arboretum	15928 Old Richmond Road Sugarland, TX 77498	LIHTC-9%	Co-Developer	112	
2017	Marabella	5781 West Amarillo Boulevard Amarillo, TX 79106	LIHTC-9%	Co-Developer	101	
2016	The Providence	5804 98th Street Lubbock, TX 79424	LIHTC-9%	Co-Developer	108	
2016	Avanti East	1215 E. Owassa Road Edinburg, TX 78542	LIHTC-9%	Owner/General Partner/ Developer	108	
2016	Laurel Glen	11043 N. Loop 1604 San Antonio, TX 78254	LIHTC-9%	Co-Developer	81	
2016	The Studio at thinkEAST	1143 Shady Lane Austin, TX 78702	LIHTC-4% & Tax- Exempt Bonds	Co-Developer	182	
2015	River View at Calallen	11930 Leopard Street Corpus Christi, TX 78410	LIHTC-9% & HFC	Co-Owner/Co-General Partner/Co-Developer	96	
2015	Vista Pointe at Wild Pine	11580 Wild Pine San Antonio, TX 78253	LIHTC-9% & PHA Loan	Co-Developer	108	
2014	Riverstone Apartments	3521 Airline Road Corpus Christi, TX 78414	LIHTC-9% & HOME	Co-Owner/Co-General Partner/Co-Developer	60	
2014	Bella Vista Apartments	815 S. Shary Road Alton, TX 78573	LIHTC-9% & HFC	Co-Owner/Co-General Partner/Co-Developer	120	
2014	The Vineyards at Monterey	9410 Milwaukee Avenue Lubbock, TX 79424	LIHTC-9% & HFC	Co-Developer	96	
2014	The Arbor at Centerbrook	13905 Oak Meadows Live Oak, TX 78233	LIHTC-9% & PHA Loan	Co-Developer	80	
2013	Bella Terra Apartments	3220 Galeno Crossing Brownsville, TX 78526	LIHTC-9% & HFC	Special Limited Partner /Co-Developer	80	
2012	Highland Villas	2900 Wildflower Drive Bryan, TX 77802	LIHTC-9% & HOME	Owner/General Partner/ Developer	180	
2006	Villa Main Apartments	901 Main Avenue Port Arthur, TX 77643	LIHTC-9%	Developer	140	
2006	La Vista Apartments	2401 La Vista McAllen, TX 78501	LIHTC-9%	Developer	48	
2006	Cedarwood Apartments	2201 Bobby K. Marks Drive Huntsville, TX 77430	LIHTC-9%	Owner/General Partner/ Developer	68	
2006	Sea Breeze Apartments	5751 Interstate 37 Corpus Christi, TX 78408	LIHTC-4% & Tax- Exempt Bonds	Special Limited Partner/ Co-Developer	200	

OUR COMMUNITIES 18



		COMPLETE	D		
YEAR	COMMUNITY NAME	LOCATION	FINANCING	PARTICIPATION	# ОF НОМЕ
2006	La Villa Alton Apartments	308 N. Eagle Pass Street Alton, TX 78573	LIHTC-9%	Special Limited Partner/ Co-Developer	76
2005	Figueroa Apartments	998 Ruben Chavez Road Robstown, TX 78380	LIHTC-9%	Special Limited Partner/ Co-Developer	44
2005	Rudy Villarreal Oak Square Apartments	309 N. 9th Street Alamo, TX 78516	LIHTC-9%	Special Limited Partner/ Co-Developer	100
2005	Sevilla Apartments	600 N. Airport Drive Weslaco, TX 78596	LIHTC-9%	Special Limited Partner/ Co-Developer	80
2005	Mesa Vista Apartments	1301 S. Salinas Boulevard Donna, TX 78537	LIHTC-9%	Special Limited Partner/ Co-Developer	76
2005	Hampton Port Apartments	6130 Woolridge Road Corpus Christi, TX 78714	LIHTC-9%	Special Limited Partner/ Co-Developer	110
2004	Lake Jackson Manor	120 Garland Drive Lake Jackson, TX 77556	LIHTC-9%	Owner/General Partner	100
2004	Sierra Royale Apartments	630 Wright Avenue Robstown, TX 78380	LIHTC-9%	Special Limited Partner/ Co-Developer	76
2004	Redwood Heights Apartments	7320 North Jensen Drive Houston, TX 77093	LIHTC-9%	Special Limited Partner/ Co-Developer	96
2003	Big Bass Resort	9701 Market Street Jacinto City, TX 77029	LIHTC-9%	Owner/General Partner	200
2001	The Greens on Turtle Creek	3200 Turtle Creek Drive Port Arthur, TX 77642	LIHTC-9% and HTF	Owner/General Partner	84
1998	South Pointe Apartments	5725 Curtis Clark Drive Corpus Christi, TX 78412	LIHTC-9%	Developer	196
1997	Cimmaron Senior Estates	2802 Cimmaron Boulevard Corpus Christi, TX 78414	LIHTC-9%	Developer	180
1996	Windstar Apartments	2802 N. 7th Street Harlingen, TX 78550	LIHTC-9%	Developer	80
1996	Canal Place Apartments	2280 US-77 Business San Benito, TX 78586	LIHTC-9%	Developer	96
1996	Anacuitas Manor Apartments	1100 Anacuitas Manor Street Mercedes, TX 78570	LIHTC-9%	Developer	72

TOTAL COMPLETED 3,931

OUR COMMUNITIES 19



UNDER CONSTRUCTION					
YEAR	COMMUNITY NAME	LOCATION	FINANCING	PARTICIPATION	# OF HOME
2021	Avanti Legacy Violet Parc	4601 N. McColl Street McAllen, TX 78504	LITHC-9%	Owner/General Partner/ Developer	84
2020	Avanti Legacy Valor Heights	125 Beaumont Avenue McAllen, TX 78501	LIHTC-9%	Co-Developer	93
2020	Avanti West	4701 S. McColl Road Edinburg, TX 78539	LIHTC-9%	Co-Developer	72
2020	Avanti Valley View	1000 N Jackson Road Hidalgo, TX 78557	LIHTC-9%	Co-Developer	80
2019	Avanti at Emerald Point	3301 N. Jackson Road McAllen, TX 78501	LIHTC-9%	Co-Developer	72
2019	Avanti Legacy at Emerald Point	3300 N. K Center McAllen, TX 78501	LIHTC-9%	Co-Developer	90
2019	The Legacy at Piedmont	826 E. Highland Boulevard San Antonio, TX 78210	LIHTC-9%	Co-Developer	49
2019	Avanti Legacy Bayside	5409 Lipes Boulevard Corpus Christi, TX 78413	LIHTC-9% & TDHCA Direct Loan	Co-Developer	60
2019	Avanti Legacy at South Bluff	509 S. Carancahua Street Corpus Christi, TX 78401	LIHTC-9% & TDHCA Direct Loan	Co-Developer	42
2018	Avanti Legacy at Sienna Palms	3520 N. Milano Road Weslaco, TX 78596	LIHTC-9% & TDHCA Direct Loan	Owner/General Partner/ Developer	114
2018	Med-West	7139 Wurzbach Road San Antonio, TX 78240	Market Rate	Co-Developer	131

TOTAL IN CONSTRUCTION 887

	UNDER DEVELOPMENT						
YEAR	COMMUNITY NAME	LOCATION	FINANCING	PARTICIPATION	# OF HOMES		
2020	Avanti Viking Hills	6501 Sanger Avenue Waco, TX 76710	LIHTC-9%	Co-Developer	82		
2019	Sienna at Westover Hills	11869 Potranco Road San Antonio, TX 78253	Market Rate	Co-Owner/Co-General Partner/Co-Developer	306		

TOTAL UNDER DEVELOPMENT 388

OUR COMMUNITIES 20

AVANTI LEGACY PARKVIEW

APPLICATION FOR RESOLUTION OF SUPPORT

DEVELOPMENT NAME: AVANTI LEGACY PARKVIEW

PROJECT OWNER: AVANTI LEGACY PARKVIEW, LP

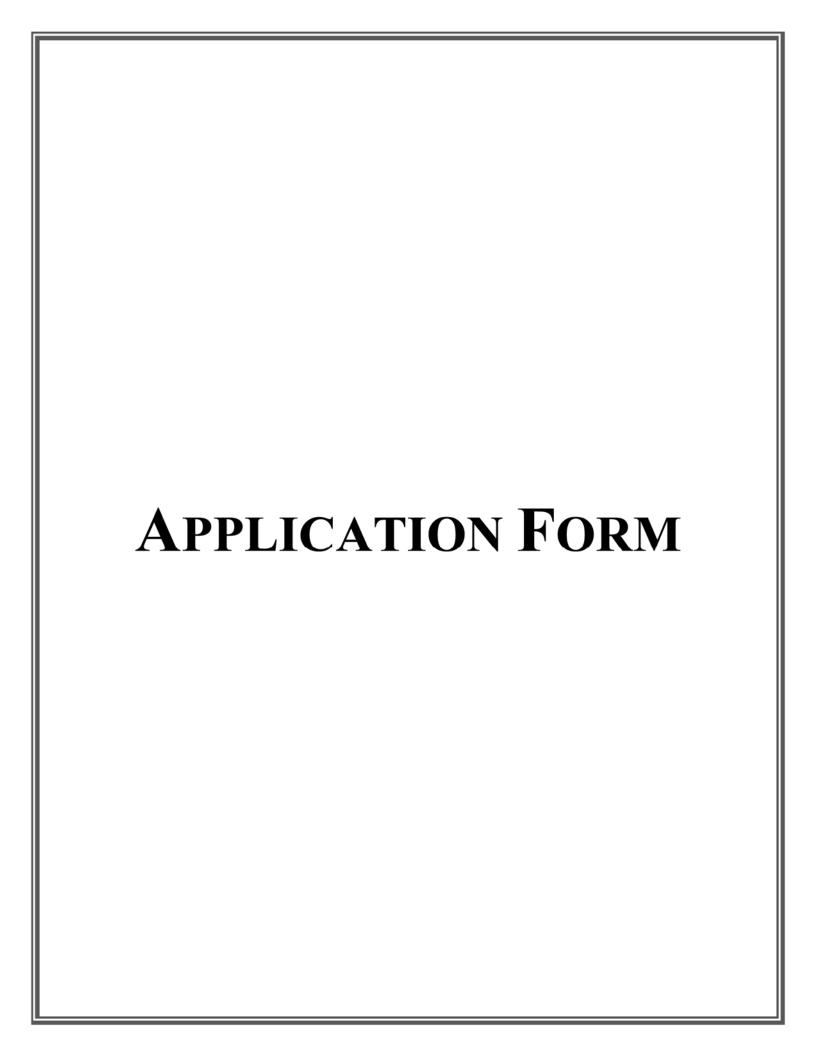
CONTACT NAME: ENRIQUE FLORES, IV

ADDRESS: 8500 SHOAL CREEK BLVD,

BLDG#4, SUITE #208 AUSTIN, TEXAS 78757

PHONE: (512) 982-1342 FAX: (512) 900-2860

EMAIL ADDRESS: <u>HFLORES@MADHOUSEDEVELOPMENT.NET</u>





LOW-INCOME HOUSING TAX CREDIT (LIHTC) PROGRAM- 2021-2022

APPLICATION FOR SUPPORT AND/OR FUNDING ASSISTANCE

PLEASE NOTE: The City of Killeen reserves the right to fund projects at a lower amount than requested, and the right to deny applications that do not coincide with the City's Consolidated Strategic Plan, various strategic and master plans, or policy direction from the Killeen City Council.

1. PROJECT INFORMATION								
Madhouse Develop	Madhouse Development, Inc							
Developer Name								
Avanti Legacy Park	Avanti Legacy Parkview, LP							
Project Name								
SWC of N. WS Young Dr and Atkinson Ave, Killeen, Texas 76543								
Project Address								
48027022200	Killeen ES	Rancier MS	Killeen HS					
Census Tract #	Elementary School	Middle School	High School					
Project Type:	General	Elderly	Supportive Housing					
Role of Applicant: (select all that apply)	Owner	Developer	Other:					
Applicant is Request (select all that apply)	ting City Council Resolution	e of support	Stating no objection					
Applicant is Reques	ting Commitment to Fundin	g: OLoan	Grant					
		Reduced Fees	Other:					
Amount of Loan, Gr	ant, or Reduced Fees Reque	\$500.00 ested:						

2. APPLICANT INFORMATION

If the applicant is not acting as the developer, please provide all of the information below for the developer, as well as the applicant. If the developer involves multiple entities, is a partnership or joint venture, please provide duplicative information for each, and identify the entity that will serve as the "lead" organization.

Avanti Legacy Parkview, LP		
Name		
8500 Shoal Creek Blvd, Bldg 4	Ste. 208	
Business/Street Address		
Austin	Texas, 78757	
City	State, ZIP	
(512) 982-1342		
Telephone #		
Enrique Flores, IV	(512) 982-1342	hflores@madhousedevelopmen.net
Contact Person	Contact Telephone #	Email Address
N/A	TBD	
DUNS #	Federal Tax ID #	

Address and contact information are the same for Madhouse Development, Inc.

3. PROJECT DESCRIPTION

Provide a brief project description that addresses items "a" through "u" below. Attempt to limit responses to 150 words or less for each lettered response.

 Demonstrate the project's compatibility and alignment with the priorities stated in the City's Consolidated Strategic Plan, Comprehensive Plan, Future Land Use Map, and any other applicable master, strategic, and redevelopment or neighborhood plans adopted by the City of Killeen;

Avanti Legacy Parkview (ALP), the proposed development, is located within the Local Target Area Large (LTALG) and the North Killeen Revitalization Area (NKRA), as delineated within the approved Consolidated Strategic Plan 2020-2024. Both defined areas have been identified by the City of Killeen as target areas for revitalization. The plan states that the city is concerned with the lack of new construction and re-construction of multi-unit housing in these areas. The plan also states that there is a need for housing units serving low-income households at or below 80% Area Median Income. Our proposed development aligns with the priorities of the plan and once approved will help the city address their specific initiatives by providing the necessary multi-unit housing and investment within the targeted revitalization areas. ALP will help the City of Killeen meet the plans initiatives by providing the residents of Killeen high-quality multi-unit housing while serving low-income households at or below 80% AMI and brings millions of dollars of investment to the revitalization area.

KILLEEN LIHTC APPLICATION 2021

- b. Indicate the project location by providing an area map with the property highlighted; Include document as attachment **3B**
- c. Provide a preliminary site plan for the proposed project; Include document as attachment **3C**
- d. Describe the tenant population, income levels, and services, if any, to be provided to or made available to residents;

The development will serve residents +55 years or older, with approximately 96% of the units being designated as low-income units that will serve income levels at or below 60% of the Area Median Income. The remaining 4% will be market rate units.

The development will not participate under the Supportive Housing set aside. However, services will be provided free of charge to our residents through a services coordinator, who will facilitate various resident services, including items such as monthly on-site social events, exercise classes, food pantries, linking residents with local non-profits and various community resources.

e. List basic amenities and unit amenities proposed for the project;

Included document as Attachment 3E

f. Describe the taxable status of the development. Indicate whether the development will be paying property taxes or if the development will be tax exempt;

The development will not require any tax abatements and is expected to pay the full annual property taxes through the life of the property.

g. Describe current zoning of property. Include a letter from the City of Killeen's Planning Department verifying that the current zoning of the site for the proposed project is compatible with the anticipated use (include as attachment 3G.1), or include documentation verifying that a request to change current zoning has been submitted (include as attachment 3G.2);

The property is currently vacant and zoned under the Single-Family Residential (R-1) designation. Our request is for a change of zoning to Multifamily Apartment Residential (R-3A), which permits the property to be used for our proposed development. A Zoning Change Application has been submitted with the Planning and Development Department . Please see attachment 3G.2.

h. Include evidence of site control, such as a warranty deed or a current, receipted earnest money(include as attachment 3H);

i. List the proposed number, type, and size of units; number of market rate and SF of units.

	Total # of Units	# of Affordable Units	# of Market Rate Units	SF of Each Unit
1 BR	45	45	0	659
2 BR	63	59	4	952
3 BR	-	-	-	-
4 BR	-	-	-	-
Total Units	108	104	4	829

j. Provide the total number of units servicing each Area Median Gross Income (AMGI) group and the proposed rents (less utility allowances) for low income units and proposed rents for market rate units;

Included our preliminary rent schedule as Attachment 3J

k. Describe the involvement and support from local stakeholders and neighborhood organizations; include a list of stakeholders and neighborhood associations contacted and include any letters of support (attach lists as 3K.1 and letters of support as attachment 3K.2);

The Tax Credit Program Qualified Allocation Plan (QAP) defines a list of local elected official who are required to be notified by the applicant. Attached as 3K.1 is a list of the public officials who were notified. Additionally, a search for neighborhood organizations, as defined by the QAP, was conducted and no qualifying organization could be determined.

We are still very early in the development process, however, we will be reaching out to local neighborhood groups and local non-profit organizations in the coming weeks for letters of support for our proposed development. These letters will be included in the State's Low-Income Housing Tax Credit Application. The Texas Department of Housing and Community Affairs will post these as part of the full application on their website.

I. Describe the impact the project is anticipated to have on surrounding neighborhood(s);

The proposed development will have a positive impact on the surrounding community by providing much needed high-quality affordable housing. ALP if awarded will make a multi-million dollar investment which will positively impact the surrounding area and the City of Killeen. With regards to the surrounding properties, we intend to minimize intrusion through the use of deliberate design choices. These include privacy fencing, building orientation, thoughtful entry and exit points, and incorporating the necessary city required infrastructure needed to mitigate any negative impact to the neighborhood.

m. Describe the impact the project is anticipated to have on existing affordable housing in the area;

Using a Market Study conducted by Novagradic in 2020 for High View Place, a Low-Income Housing Community, the proposed development is not expected to have a negative impact on the area's existing Low-Income Housing. ALP is located within the, the area of focus for the Market Study. Per the study, this area currently has a total demand for 6,085 Low-Income Housing Units. Based on our proposed unit counts, ALP will account for less than 1.8% of the estimated housing needs of the city. See Exhibit 3M

n. Describe the impact the project is anticipated to have on City infrastructure; including the impact of traffic associated with the proposed project and any proposed mitigation/construction plans if needed;

The development is bound by all local, state and federal requirements and will work with all appropriate entities through the design and construction of the development. A civil engineer has been engaged to conduct a feasibility study and will participate through the design and construction of the development. This includes working with the city to ensure that appropriate infrastructure to support the development is in place. In the case that infrastructure improvement or mitigation is needed, the developer and engineer will work to satisfy the city requirements.

o. Describe the availability of and impact the project is anticipated to have on public transit service;

The development site is approximately a ten minute walk from the nearest Bus Stop which is located on Racier Ave and WS Yound Dr. However, we do not expect the development to have any substantial impact on the public transit service.

p. Describe the impact the project is anticipated to have on area schools;

The proposed development is intended to serve residents 55 years or older, therefore there should be no negative impact to the designated schools. In fact, the development is expected to increase the Killeen ISD annual operating budget through property taxes without adding additional students.

 Indicate if the project will assist in the elimination of blight, the preservation of environmental assets, and/or enhancement of landscaping;

The development will be new construction placed on a currently vacant lot. However, we develop our communities as longterm owners and therefore design and construct our communities with a long lasting high-quality product in mind. Thus, we believe our development will positively contribute revitalization within the city as proposed in the Consolidated Strategic Plan 2020-2024

r. Summarize the key financials of the project, clearly indicating the total project cost, the amount and intended use of City of Killeen funds if being requested, and preliminary project financials;

Included summarized financial documents as Attachment 3R

Please note we are requesting a \$500 fee waiver from the City of Killeen in order to meet the rules of §11.9(d)(2) of the 2022 QAP. §11.9(d)(2) requires a minimum \$500 commitment from the city in order to have a competitive application in 2022.

s. List other LIHTC projects you have completed or have pending; include information on location, type, number of units, project costs, and project references on former LIHTC projects.

Included document as Attachment 3S

t. List other LIHTC applications you will be submitting to the Texas Department of Housing and Community Affairs in their most current program year.

Madhouse Development is currently planning to submit eight Pre-Applications for the 2022 9% program. The number of Full-Applications will likely be reduced once we better understand the competitive standing of our applications.

u. Provide information on the number and type of local contracting opportunities associated with the proposed development (construction or other type of contract).

The construction contract for the community will be placed for bid with local contractors and subcontractors. The total contract amount is expected to be approximately \$10M, which will create substantial opportunity for the community.

Upon completion property management staff will be hired for the operations of the property, creating permanent full-time employment opportunity throughout the life of the property. In addition, several local contracted services will be utilized during operations.

All applications for consideration must meet the current Housing Tax Credit Program Qualified Allocation Plan issued by the Texas Department of Housing and Community Affairs, §11.1 General - §11.10 Third Party Request for Administrative Deficiency for Competitive HTC Applications.

4. DEVELOPMENT TEAM

Identify below the persons or entities anticipated to be involved in the project. Also, indicate if any person or entity involved is a disadvantaged, minority or women-owned business enterprise (DBE/MBE/WBE), or if any of the entities are non-profit organizations.

	Development Team Name(s) and Contact Information	Years of Experience	DBE	МВЕ	WBE	Non- Profit
Owner	Avanti Legacy Parkview, LP	21*		✓		
Developer	Madhouse Development, Inc	21		✓		
Architect	Northfield Design Associates, Inc	18				
Engineer	Carney Engineering, PLLC	25				
Construction Lender	TBD					
Other Lenders	TBD					
General Contractor	TBD					
Consultant (if applicable)	TBD					
Sub-Contractor	TBD					
Sub-Contractor	TBD					
Other						
Other						

^{*}Madhouse Development, Inc currently controls the owner entity. The years of experience displayed are for the principals of Madhouse Development, Inc. Please follow the link below for a copy of the Madhouse Development Company Brochure.

 $https://netorg466704-my.sharepoint.com/:b:/g/personal/jestrada_madhousedevelopment_net/EW3Y5s0yVA5OhwY-mdKaI-8BWZt_wuBTKcwHlE43hTx9Mw?e=x5Iwuu$

5. DEVELOPMENT SCHEDULE

Complete the schedule below with anticipated completion dates. Re-order the steps according to the appropriate sequence for your project, and add in any other significant steps integral to your project's development.

	Date(s)
Acquisition and/or holding	December 2022
Securing and packaging project financing	December 2022
Construction specifications and cost estimates	November 2022
Construction bids	November 2022
Construction start	December 2022
Completion of construction	March 2024
Start of Rent-up	December 2023
Other:	
Other:	
Other:	

6. SUBMISSION INFORMATION

The Community Development Department serves as the City's primary staff and point of contact for all LIHTC programs. Before a project will be evaluated, each applicant requesting support and/or funding assistance must submit a completed application with all attachments.

City of Killeen 2020 LIHTC Important Dates:

1/7/2022: Application Deadline

2/15/2022: Presentation from Developer(s) at City Council Workshop Session

2/22/2022: Consideration of Resolution(s) at City Council Meeting

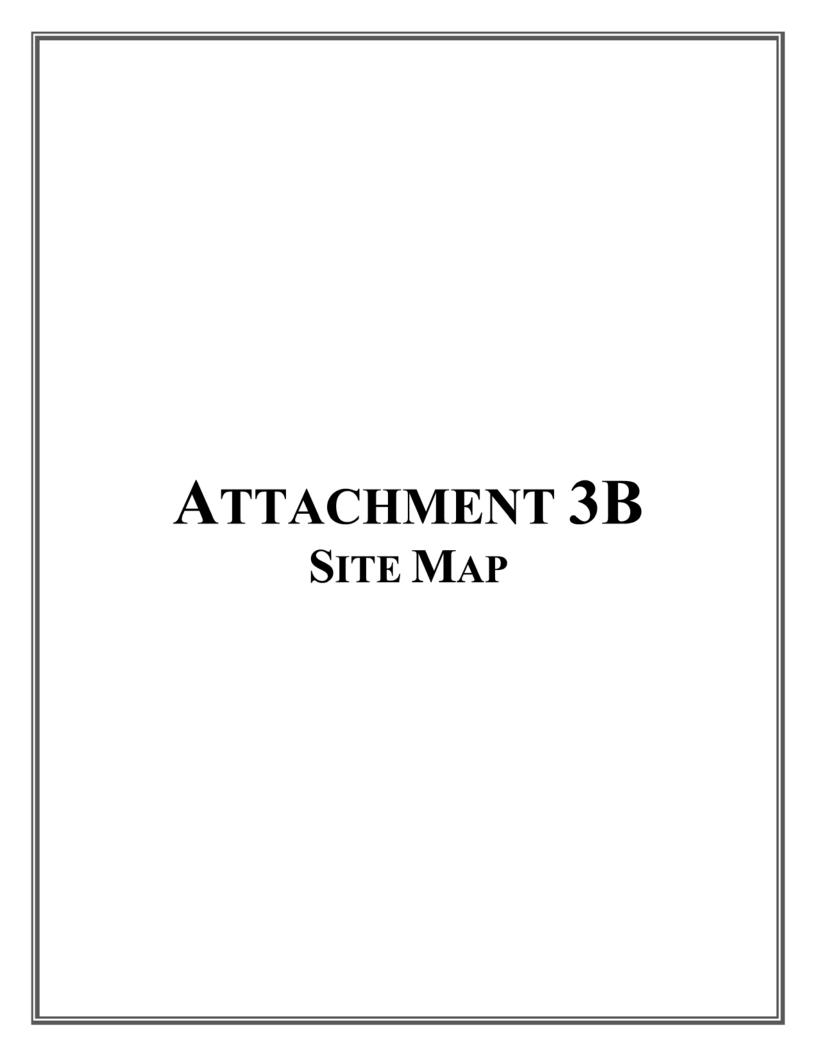
Page 8 of 9

Completed application should be submitted to:

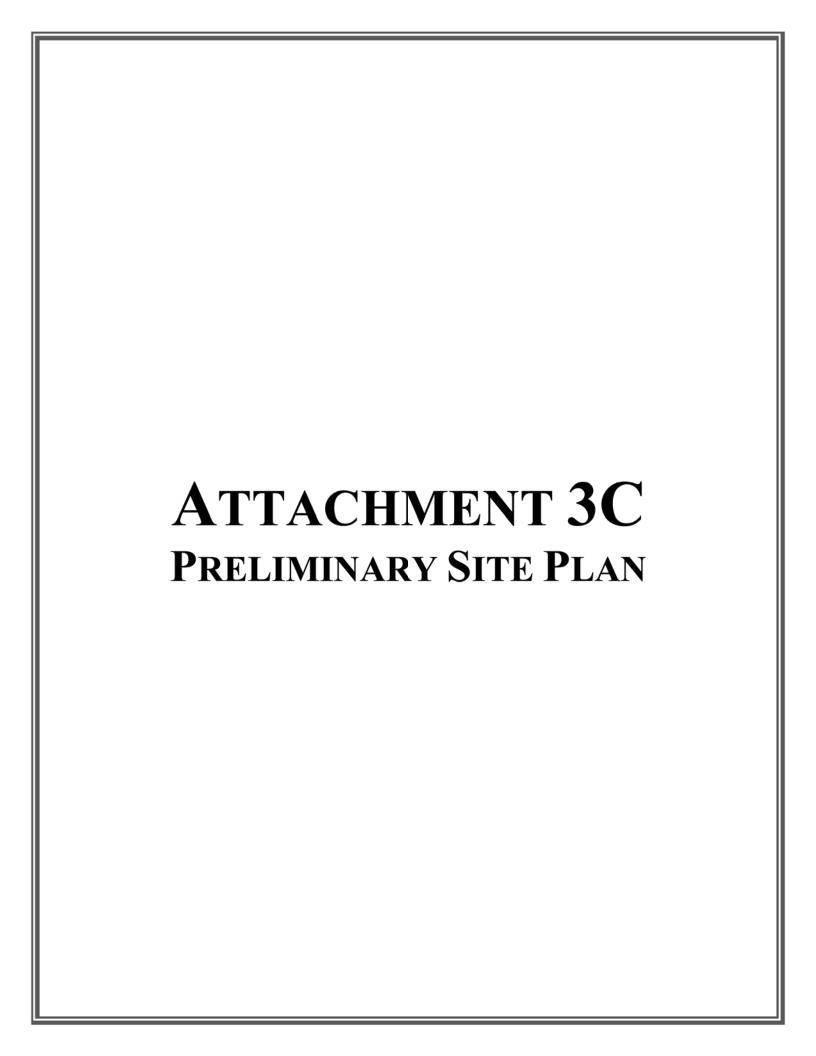
City of Killeen Community Development Department Leslie Hinkle, Executive Director of Community Development P.O. Box 1329 or 802 North Second Street- Bldg. E, 1st floor Killeen, Texas 76541 254-501-7847 or lhinkle@killeentexas.gov

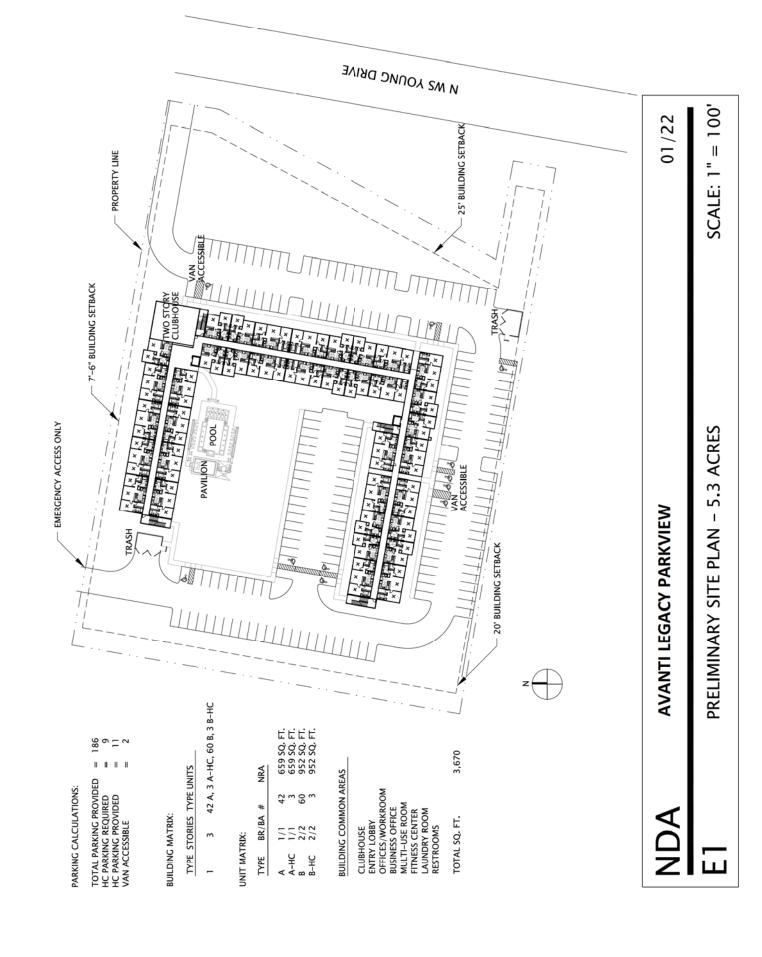
The applicant/developer certifies that the data included in this application and the items attached hereto are true and correct. Any information found to be false or misleading will lead to automatic disqualification under this Program application. Unsigned/undated submissions will not be considered.

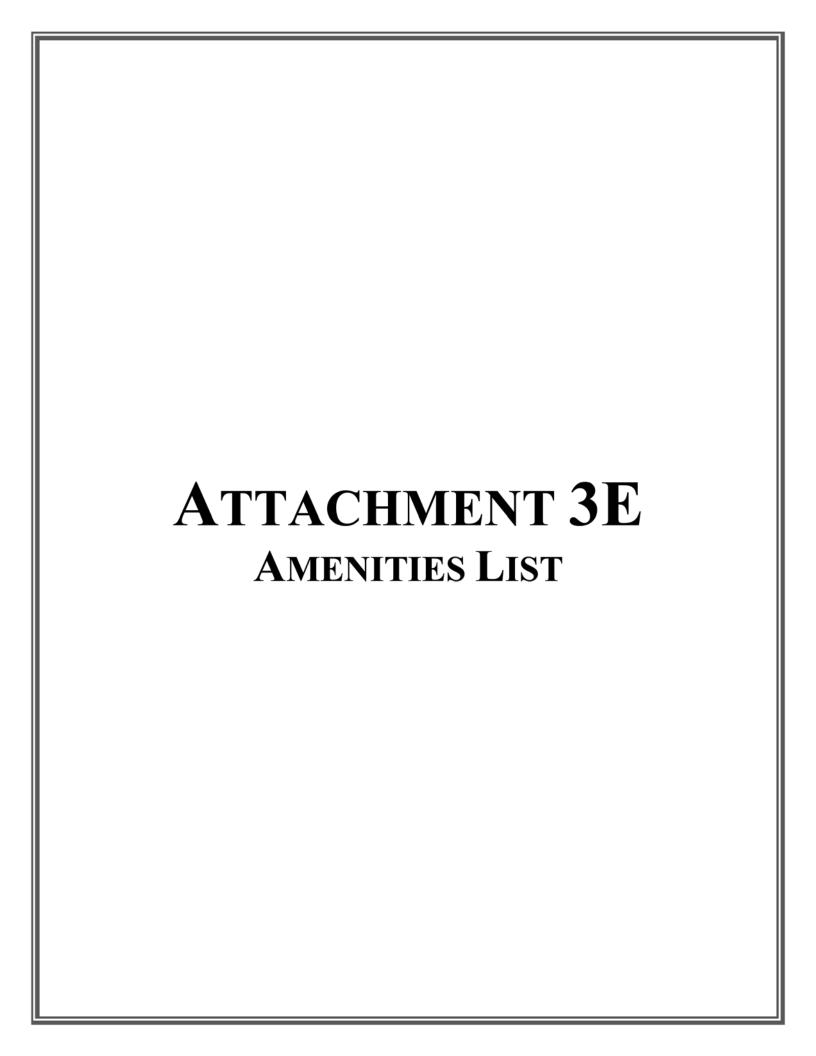
Avanti Legacy Parkview, LP	5, 1Cu		
Legal Name of Developer/Entity	Signature of Authorized Officer		
01/06/2022	Enrique Flores, IV Authorized Signatory		
Date	Title		









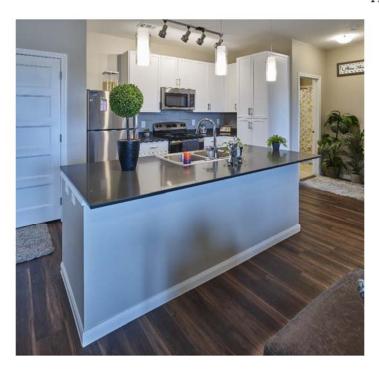


AVANTI LEGACY PARKVIEW, LP

COMMUNITY AMENITIES

- Clubhouse Lounge with 65" LED TV/Community Room
- State-of-the-Art Fitness Studio
- Grilling & Picnic Areas
- Free Wi-Fi in Common Areas
- Monthly Resident Events and Social Activities
- Elevator Served
- Covered/enclosed community porch
- Business Center with Free Computer, Printer and Internet Access
- Community Laundry Room





APARTMENT HOME FEATURES

- Designer selected finishes
- Washer & Dryer Connections
- Nine-foot Ceilings
- Spacious Walk-In Closets
- Covered entries
- Disposal and Energy-star rated dishwasher
- Energy-star rated Refrigerator with ice maker
- Built-In Microwave Oven
- Self-cleaning or continuous cleaning ovens
- Energy-star rated ceiling fan and lighting
- Contemporary/Modern Lighting Fixtures
- All rooms are High-Speed Internet & Cable Ready

ATTACHMENT 3G.2 ZONING CHANGE APPLICATION SUBMISSION CONFIRMATION



January 5, 2022

RE: 101 N WS Young Drive, Killeen, Texas

To Whom It May Concern:

This is to advise that the zoning and use of the above-captioned premises is governed by the laws and regulations of the City of Killeen and the Premises have been zoned R-1 (Single Family Residential District). The property is currently under review for a re-zone to the R-3A (Multifamily Apartment Residential District). Under Chapter 31, Article IV, Division 8B of the City of Killeen, Texas Code of Ordinances. The aforesaid zoning R3-A permits the following uses:

- (1) Any use permitted in the R-1 or R-2 districts.
- (2) Multifamily structures containing five (5) or more separate dwelling units, including large apartment complexes with high rise structures.
- (3) Boarding and lodging houses.
- (4) Fraternity or sorority houses.
- (5) Licensed group or community homes housing six (6) or more persons.
- (6) Dormitories for educational or employment purposes as a primary use.
- (7) Any group housing activity not otherwise identified in another multifamily or business district.
- (8) Accessory buildings and uses, customarily incident to the above uses and located on the same lot therewith, not involving the conduct of a business.

For regulations regarding building laws, rules, granted variances and regulations, please contact the City of Killeen, Building Official at (254) 501-7605.

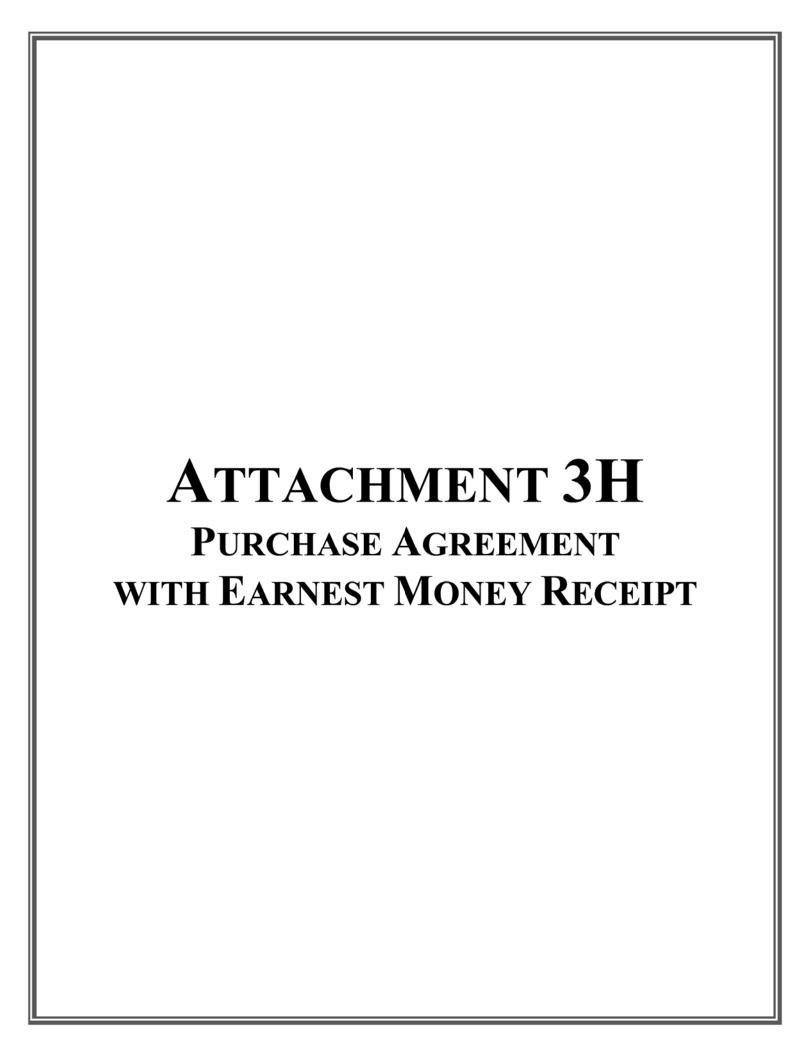
Further research can be accomplished through open records requests (additional charges apply for printed materials) or by visiting the City's website at www.killeentexas.gov. The website includes the City's Code of Ordinances as well as a GIS site that will help you obtain property information. The City cannot comment on whether or not there are any existing non-conforming uses or undocumented code violations. If you would like to ascertain whether or not this property has any code violation cases pending, please contact the City's Code Enforcement Division at:

City of Killeen Code Enforcement Division

Mailing Address: P. O. Box 1329, Killeen, Texas 76540

Office Number: (254) 501-7631 Fax Number: (254) 501-6302

If you have any questions about the information that has been provided, please do not hesitate to call the Assistant Planner at 254-501-7631.
Sincerely,
Kristina Strickland Kristina Strickland Assistant Planner





COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2021

1.		PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees o buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:					
	Sel	Seller: Destiny World Outreach Center, Inc.					
		Address: 101 N. W.S. Young Drive, Killeen, TX 76543 Phone: (254)690-0856					
	Bu	yer: Madhouse Development, Inc., OR ASSIGNS					
		Address: 8500 Shoal Creek Blvd., Bldg 4 #208, Austin, TX 78757 Phone: (512)982-1342 E-mail: hflores@madhousedevelopment.net Fax: Other:					
2.	PR	OPERTY:					
	Α.	"Property" means that real property situated in BELL County, Texas at Intersection of W.S. Young and BNSF Railroad Tracks					
		(address) and that is legally described on the attached Exhibit A or as follows: 3.3 acres out of: DESTINY WORLD OUTREACH ADDITION PHASE TWO, BLOCK 001, LOT PT 1A, (LT 1A, LESS NE 497.18' X 580' & E 8' STRIP), ACRES 10.874 (As identified in BCAD Prop ID #447214)					
	В.	 Seller will sell and convey the Property together with: (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and (3) Seller's interest in all licenses and permits related to the Property. 					
		escribe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.) mineral rights are to be reserved an appropriate addendum should be attached.)					
3.	SA	LES PRICE:					
	A.	At or before closing, Buyer will pay the following sales price for the Property:					
		(1) Cash portion payable by Buyer at closing					
		(2) Sum of all financing described in Paragraph 4					
		(3) Sales price (sum of 3A(1) and 3A(2))					
-		802) 09-01-21 Initialed for Identification by Seller gray and Buyer Fax: 2547652662 Madhouse - Killeen Page 1 of 14 Phone: 2546629800 Fax: 2547652662 Madhouse - Killeen					

Commerc	Commercial Contract - Unimproved Property concerning <u>Intersection of W.S. Young and BNSF Railroad Tracks</u>			
B. <u>A</u>	B. Adjustment to Sales Price: (Check (1) or (2) only.)			
	(1) The sales price will not be adjusted based on a survey.(2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.			
	 (a) The sales price is calculated on the basis of \$ per: (i) square foot of ☐ total area ☐ net area. (ii) acre of ☐ total area ☐ net area. 			
	 (b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within: (i) public roadways; (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and (iii)			
	(c) If the sales price is adjusted by more than % of the stated sales price, either party may terminate this contract by providing written notice to the other party within days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.			
4. FIN	ANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:			
	Third Party Financing: One or more third party loans in the total amount of \$ See Exhibit C This contract: (1) is not contingent upon Buyer obtaining third party financing. (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).			
	Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$			
_	Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$			
5. EAF	RNEST MONEY:			
	Not later than 3 days after the effective date, Buyer must deposit \$ \$10,000.00 as earnest money with Stewart Title of Austin, LLC (title company) at 901 S. Mopac Bldg 3 Ste 100 Austin, TX 78746 (address) Shawna Fletcher (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.			
	Buyer will deposit an additional amount of \$ See Exhibit C with the title company to be made part of the earnest money on or before: (i) days after Buyer's right to terminate under Paragraph 7B expires; or (ii) See Exhibit C Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.			
C.	Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer			
	02) 09-01-21 Initialed for Identification by Seller and Buyer Page 2 of 14			

6. TITLE POLICY AND SURVEY:

Α. ΄	Title	Pol	ICV:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to: (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise. (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements: (a) will not be amended or deleted from the title policy. (b) will be amended to read "shortages in areas" at the expense of X Buyer Seller. (3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address. B. Survey: Within 180 days after the effective date: |X| (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey (insert under the appropriate condition. Seller will reimburse Buyer \$0.00 amount) of the cost of the survey at closing, if closing occurs. (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. | | (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer

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

reimburse the updating party

(1) Within 120 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered. Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

(updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will

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Initialed for Identification by Seller

of the new or updated survey at closing, if closing occurs.

and Buyer

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(insert amount or percentage) of the cost

Commercial Cor	ntract - Unimproved Property concerning Intersection of W.S. Young and BNSF Railroad Tracks
or	ocument is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey in the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified Paragraph 6B.
re cu th cu	eller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller sceives the objections. The closing date will be extended as necessary to provide such time to ure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate is contract by providing written notice to Seller within 5 days after the time by which Seller must ure the objections. If Buyer terminates, the earnest money, less any independent consideration noter Paragraph 7B(1), will be refunded to Buyer.
	uyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to bject except that Buyer will not waive the requirements in Schedule C of the commitment.
7. PROPER	RTY CONDITION:
	ent Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's nse, will complete the following before closing:
	ibility Period: Buyer may terminate this contract for any reason within See Exhibit C days after the tive date (feasibility period) by providing Seller written notice of termination.
(1) <u>ln</u>	dependent Consideration. (Check only one box and insert amounts.)
X (a	If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 500.00
[] (t	no) Not later than 3 days after the effective date, Buyer must pay Seller \$ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.
tl e <u>a</u>	easibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend ne feasibility period for a single period of an additional same amount of \$See Exhibit C with the title company. If no dollar mount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, ne extension of the feasibility period will not be effective.
C. Inspe	ections, Studies, or Assessments:
à	During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and extures) desired by Buyer.
(TXR-1802) 09	Initialed for Identification by Seller and Buyer, Page 4 of 14

Comme	ercial	Contrac	ct - Unimproved Property concerning Intersection of W.S. Young and BNSF Railroad Tracks	
	(2)	(a) er (b) no (c) ab (d) no (e) re	er must: Employ only trained and qualified inspectors and assessors; Inotify Seller, in advance, of when the inspectors or assessors will be on the Property; Indide by any reasonable entry rules or requirements of Seller; Inot interfere with existing operations or occupants of the Property; and Indicate the Property to its original condition if altered due to inspections, studies assessments that Buyer completes or causes to be completed.	s, or
	(3)	respo Buyer Buyer involv	ept for those matters that arise from the negligence of Seller or Seller's agents, Bustonsible for any claim, liability, encumbrance, cause of action, and expense resulting er's inspections, studies, or assessments, including any property damage or personal for will indemnify, hold harmless, and defend Seller and Seller's agents against any living a matter for which Buyer is responsible under this paragraph. This paragraph su ination of this contract.	from injury. claim
D	. <u>Pro</u>	operty	<u>Information</u> :	
	_	Buyer (a) co	very of Property Information: Within30 days after the effective date, Seller will deli- er: (Check all that apply.) copies of all current leases, including any mineral leases, pertaining to the Property, inc any modifications, supplements, or amendments to the leases;	
			copies of all notes and deeds of trust against the Property that Buyer will assume or that	Seller
	X	(c) co	will not pay in full on or before closing; copies of all previous environmental assessments, geotechnical reports, studies, or an	alyses
	X X	(d) co (e) pl (f) co	made on or relating to the Property; copies property tax statements for the Property for the previous 2 calendar years; clats of the Property; copies of current utility capacity letters from the Property's water and sewer service pro	ovider;
		(g) _		
		10 da (a) re	urn of Property Information: If this contract terminates for any reason, Buyer will, not late lays after the termination date: (Check all that apply.) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buother than an electronic format and all copies that Buyer made of those items;	ıyer in
	X		delete or destroy all electronic versions of those items described in Paragraph 7D(1) that delivered to Buyer or Buyer copied in any format; and	Seller
		(c) d B	deliver to Seller copies of all inspection and assessment reports related to the Proper Buyer completed or caused to be completed. Because Paragraph 7D(2) survives termination of this contract.	ty that
E	as dis or Se	on the spose other eller m	the effecting Operations: Until closing, Seller: (1) will operate the Property in the same make effective date under reasonably prudent business standards; and (2) will not transfer of any part of the Property, any interest or right in the Property, or any of the personal property items described in Paragraph 2B or sold under this contract. After the feasibility period may not enter into, amend, or terminate any other contract that affects the operations by without Buyer's written approval.	ofer or operty ends,
8. L	EAS	ES:		
А	ac	cordin	rritten lease Seller is to assign to Buyer under this contract must be in full force and ng to its terms. Seller may not enter into any new lease, fail to comply with any existing e any amendment or modification to any existing lease without Buyer's written consent.	lease,
(TXR-	1802)	09-01-2	-21 Initialed for Identification by Seller <u>\$PCR</u> and Buyer, Page	5 of 14

Con	nmei	rcial Contract - Unimproved Property concerning Intersec	tion of W.S. Young and BNSF Railroad Tracks
		or subsequently occur before closing: (1) any failure by Seller to comply with Seller's of (2) any circumstances under any lease that ent or damages; (3) any advance sums paid by a tenant under a (4) any concessions, bonuses, free rents, rebat any lease; and	itle the tenant to terminate the lease or seek any offsets ny lease; tes, brokerage commissions, or other matters that affect have been assigned or encumbered, except as security
	B.	in the Property. The estoppel certificates must in the Property. The estoppel certificates must in the TXR Form 1938 - Commercial Tenant Estop by a third party lender providing financing under the certificates of the providing financing under the certificates of the	by each tenant that leases space nclude the certifications contained in the current version pel Certificate and any additional information requested der Paragraph 4 if the third party lender requests such to the earliest date that Seller may deliver the signed
9.	BF	ROKERS:	
	A.	The brokers to this sale are:	
		Principal Broker: Texas Commercial & Industrial	Cooperating Broker: N/A
		Real Estate Services, Inc.	BASANCE CONTRACTOR CON
		Agent: Christopher Gutierrez, CCIM	Agent:
		Address: P.O. Box 21565	Address:
		Waco, TX 76702	
		Phone & Fax: <u>(254)744-8016</u> (254)765-2662	Phone & Fax:
		E-mail: txlandinfo@sbcglobal.net	E-mail:
		License No.: 0484581	License No.:
	Pr x	incipal Broker: (Check only one box) represents Seller only. represents Buyer only. is an intermediary between Seller and Buyer.	Cooperating Broker represents Buyer.
	B.	Fees: (Check only (1) or (2) below.) (Complete the Agreement Between Brokers on	page 14 only if (1) is selected.)
			specified by separate written commission agreement pal Broker will pay Cooperating Broker the fee specified elow the parties' signatures to this contract.
	X	(2) At the closing of this sale, Seller will pay:	
		Principal Broker a total cash fee of: X 3.000 % of the sales price.	Cooperating Broker a total cash fee of: ———————————————————————————————————
		The cash fees will be paid in the title company to pay the brokers from the	County, Texas. Seller authorizes as Seller's proceeds at classing.
(T)	(R-1	802) 09-01-21 Initialed for Identification by Seller	and Buyer [67], Page 6 of 14

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

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

10. CLOSING:

A.	The date of the closing of the sale (closing date) will be on or before the later of:
	(1) days after the expiration of the feasibility period.
	(specific date).
	X See Exhibit C
	(2) 7 days after objections made under Paragraph 6C have been cured or waived.

- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a general x special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
 - (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
 - (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
 - (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buver:
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

(TXR-1802) 09-01-21	Initialed for Identification by Seller [sex] and Buyer [ex],	Page 7 of 14
	Produced with Lone Wolf Transactions (zipForm Edition) 231 Sheerson Gr. Cambridge, Ontario, Canada N1T 1,J5 www.lwolf.com	Madhouse -

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

 SEE ATTACHED EXHIBIT C

13. SALES EXPENSES:

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

14. PRORATIONS:

A. Prorations:

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

(TXR-1802) 09-01-21

Initialed for Identification by Seller 9.22, and

____ and Buyer _____, ____

Page 8 of 14

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

15. DEFAULT:

A.	If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies),
	may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure
	except for any damages resulting from Buyer's inspections, studies or assessments in accordance with
	Paragraph 7C(3) which Seller may pursue; or
	(Check if applicable)
	enforce specific performance, or seek such other relief as may be provided by law.

- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.
- **16. CONDEMNATION:** If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
 - A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
 - B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
 - (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.
- 17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the frequences.

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___ and Buyer [____, ____

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Commercial Contract - Unimproved Property concerning <u>Intersection of W.S. Young and BNSF Railroad Tracks</u>
C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.
E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum exten feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.
19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)
 A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
 B. Except as otherwise provided in this contract, Seller is not aware of: any subsurface: structures, pits, waste, springs, or improvements; any pending or threatened litigation, condemnation, or assessment affecting the Property; any environmental hazards or conditions that materially affect the Property; whether the Property is or has been used for the storage or disposal of hazardous materials of toxic waste, a dump site or landfill, or any underground tanks or containers; whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property; any wetlands, as defined by federal or state law or regulation, on the Property; any threatened or endangered species or their habitat on the Property's improvements; any present or past infestation of wood-destroying insects in the Property's improvements; any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property; any condition on the Property that violates any law or ordinance.
(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)
20. NOTICES: All notices between the parties under this contract must be in writing and are effective whe hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to th parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notice to the broker representing the party to whom the notices are sent.
A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1. B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.
21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any disput related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties we submit the dispute to mediation before resorting to arbitration or litigation and will equally share the cost of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction. (TXR-1802) 09-01-21 Initialed for Identification by Seller and Buyer Page 10 of 1
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com Madhouse -

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D.	Addenda which are part of this contract are: (Check all that apply.)		
X	(1)	Property Description Exhibit identified in Paragraph 2;	
	(2)	Commercial Contract Financing Addendum (TXR-1931);	
	(3)	Commercial Property Condition Statement (TXR-1408);	
	(4)	Commercial Contract Addendum for Special Provisions (TXR-1940);	
	(5)	Notice to Purchaser of Real Property in a Water District (MUD);	
	(6)	Addendum for Coastal Area Property (TXR-1915);	
	(7)	Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);	
X	(8)	Information About Brokerage Services (TXR-2501);	
	(9)	Information About Mineral Clauses in Contract Forms (TXR-2509);	
П	(10)	Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and	
X	(11)	Exhibit A, Exhibit B, and Exhibit C	

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

- E. Buyer x may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.
- 23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- **24. EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

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- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities

Initialed for Identification by Seller (2023) and Buyer (27), ____

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necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TXR-1915) may be used).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:
- J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

26. CONTRACT	Γ AS OFFER: The ex	ecution of this of	contract by the	first party	constitutes an	offer to buy	or sell
the Property	. Unless the other pa	arty accepts the	offer by 5:00 p	.m., in the	time zone in	which the P	roperty
is located, o	n December 28, 202	the offer	will lapse and	become n	ull and void.		

Initialed for Identification by Seller _____ ar

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

Sel	ler: <u>Destiny W</u>	orld Outreach Center,	Inc.	Buy	rer: <u>Madhouse Developm</u>	nent, Inc., OR ASSIGNS
 Ву:		— Authentision Pastor Chad Rowe — 12/28/2021 3:32:55 PM CST		By:		← Authentisisы
	By (signature):	12/28/2021 3:32:55 PM CST		_	By (signature):	Enrique Hores, 1V
					Printed Name: Enrique	
					Title: President	
Ву:			12/28/2021	By:		
,	By (signature):			_	By (signature):	
	Title:				Title:	

Madhouse -

	TWEEN BROKERS oh 9B(1) is effective)
Principal Broker agrees to pay fee when the Principal Broker's fee is received. The fee \$	(Cooperating Broker) a
	operating Broker from Principal Broker's fee at closing. ior offers and agreements for compensation between
Principal Broker:	Cooperating Broker:
By:	By:
ATTO	RNEYS
Seller's attorney:	Buyer's attorney:
Address:	Address:
Phone & Fax:	Phone & Fax:
E-mail:	E-mail:
Seller's attorney requests copies of documents, notices, and other information: the title company sends to Seller. Buyer sends to Seller.	Buyer's attorney requests copies of documents, notices, and other information: the title company sends to Buyer. Seller sends to Buyer.
	/ RECEIPT
The title company acknowledges receipt of: A. the contract on this day ** ** ** ** ** ** ** ** ** ** ** ** **	(effective date); in the form of Wire
By:	Address: 91 S. Mapac Expy Bug II, Ste lav Austin, Texas 18946 Phone & Fax: 512-172-9231; 512-472-3101
Assigned file number (GF#):	E-mail: Showna fletcher & stellert, com

Exhibit A

+/- 3.3 Acres, Near the SWC of WS Young Dr and Atkinson Ave, Killeen, Texas, A Portion of Bell CAD Property ID: 447214



Exhibit B

+/- 2.0 Acres, Near the SWC of WS Young Dr and Atkinson Ave, Killeen, Texas, A Portion of Bell CAD Property ID: 447214



EXHIBIT C

SPECIAL PROVISIONS ADDENDUM COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

THIS SPECIAL PROVISIONS ADDENDUM ("Addendum") is attached to and made a part of that Commercial Contract – Unimproved Property (the "Contract") executed by DESTINY WORLD OUTREACH CENTER, INC, a Texas corporation ("Seller"), and MADHOUSE DEVELOPMENT, INC., a Texas corporation ("Buyer"). All of the terms used herein shall have the same meanings ascribed to such terms in the Contract. In the event of a conflict or inconsistency between the provisions contained in the Contract and this Addendum, the provisions of this Addendum shall prevail.

1. Earnest Money Release.

- a. Upon receipt of the fully executed Contract, Buyer shall deposit Ten Thousand (\$10,000.00) in Earnest Money Deposit with the Escrow Agent under Paragraph 5A. If the Contract is not terminated before March 31, 2022, Five Thousand (\$5,000) of the initial Earnest Money Deposit shall be (i) non-refundable to Buyer for any reason, including but not limited to, termination under Paragraph 7B of the Contract (but not including Paragraph 15C of the Contract), but (ii) shall remain applicable to the sales price if the transaction closes.
- b. If Buyer does not terminate the agreement before July 31, 2022, the remaining Five Thousand (\$5,000) of the initial Earnest Money Deposit shall be (i) non-refundable to Buyer for any reason, including but not limited to, termination under Paragraph 7B of the Contract (but not including Paragraph 15C of the Contract), but (ii) shall remain applicable to the sales price if the transaction closes.

2. Feasibility Period/Financing Termination.

- a. If the Contract is not terminated before April 1, 2022, Buyer shall deposit Ten Thousand (\$10,000.00) in additional Earnest Money. This additional Earnest Money (i) shall remain applicable to the sales price if the transaction closes, and (ii) if Buyer does not terminate the Contract by August 31, 2022, shall become non-refundable to Buyer for any reason, including but not limited to, termination under Paragraph 7B of the Contract (but not including Paragraph 15C of the Contract).
- b. Notwithstanding anything to the contrary in the Contract, Buyer may terminate the Contract for any reason before August 31, 2022. If Buyer elects to terminate this Contract within this time period, all Earnest Money and other sums deposited under this Contract shall be returned to Buyer, less any monies due to Seller as referenced above in the Contract and Special Provisions Addendum and this Contract shall be null and void.
- Should Buyer fail to make any timely earnest money deposits outlined in the Contract,
 Seller may terminate the Contract by providing written notice to Buyer.
- d. It is the intent of Buyer and Seller that this Addendum serve as the only authorization needed for the Escrow Agent to release any earnest money funds required to be released to Seller or pursuant to the terms of this Addendum or the Contract.

- 3. Purchase Option. Seller also owns an additional +/- 2.0 acres located near the Southwest Corner of W. S. Young Drive and Atkinson Avenue, Killeen, Texas 76543, as further described on Exhibit B, attached hereto and made a part hereof (as may be updated pursuant to this Section 3, the "Additional Land"), together with all of Seller's right, title, and interest in and to any and all of the following related to the Additional Land: (a) rights of way, streets, roads, alleys, streets, and/or avenues, open or proposed, abutting the Additional Land, (b) riparian and water rights, (c) air rights, (d) uses, servitudes, licenses, easements, tenements, hereditaments, and appurtenances now or hereafter belonging to or benefiting the Land, (e) oil, gas and other minerals lying on or under the Additional Land, (f) buildings, improvements, and fixtures located on or under the Additional Land; and (g) licenses, warranties, and permits (collectively, the "Additional Property"). The exact legal description of the Additional Land will be determined by the Survey and will replace the form of Exhibit B currently attached to this Contract. For and in consideration of Buyer's execution and performance of this Contract, the receipt and sufficiency of which are hereby acknowledged, Seller hereby grants Buyer an irrevocable option to purchase the Additional Property (the "Purchase Option"). In connection with the Purchase Option, Seller hereby (i) grants Buyer the right to perform Due Diligence Investigations with respect to the Additional Property in the same manner as the Property, pursuant to Section 7 of the Contract, (ii) agrees to treat the Additional Property in the same manner as the Property for purposes of Sections 6 and 7 of the Contract, and (iii) agrees to treat the Additional Property in the same manner as the Property for purposes of Sections 3 through 13 of the Addendum. The Purchase Option shall expire at 5:00 p.m. (CST) on November 30, 2022 (the "Purchase Option Period"). Buyer may exercise the Purchase Option by delivering written notice thereof to Seller prior to the expiration of the Purchase Option Period. Upon such exercise of the Purchase Option, (y) Purchase Price hereunder shall be amended to add Six Hundred Thousand and 00/100 Dollars (\$600,000.00), and (z) Additional Property shall become part of the Property for all purposes under the Contract and Addendum.
- 4. Access Easement. If the purchase and sale of the Property occurs in connection with this Agreement, Buyer and Seller acknowledge and agree that Buyer will require an easement across Seller's adjacent land in order for the Land to have access to and from WS Young Dr. In connection therewith: (i) Buyer and Seller shall enter into an agreement by which Seller agrees to grant to Buyer access to property or grant an easement appurtenant to the Land that will provide the Property and its occupants with vehicular and pedestrian ingress, egress, general access and passage to and from the Property and WS Young Dr, such easement agreement (the "Access Easement"), to be in form and content reasonably acceptable to Buyer and Seller, as well as their respective investors and mortgagees. Buyer and Seller shall negotiate the terms of the Access Easement in good faith. (ii) Access Easement shall conform to all governmental requirements, and (iii) be recorded in the Real Property Records of Bell County, Texas.
- 5. Governmental Approvals. Buyer may, at its option and expense, prepare and submit applications for, and seek to obtain approval by the applicable governmental authorities and/or third parties of, approvals, permits, licenses, easements and agreements required for Buyer's intended development and use of the Property, including without limitation, those for utilities, zoning, special uses, building, construction, access, subdivision, platting, easements, ingress/egress easements, site construction and off-site improvements (collectively, the "Governmental Approvals"). Seller shall cooperate with Buyer in connection with the preparation of the applications and seeking the Governmental Approvals, including without limitation, Seller's timely

- execution and delivery of all applications, documents, and plats, provided that Seller shall not be obligated to incur any expense in connection therewith.
- 6. <u>Representations and Warranties</u>. Seller hereby represents and warrants to Buyer that the Property is Seller's sole and separate property (as opposed to community property).
- 7. Closing and Extensions. Closing of the sale and purchase of the Property shall take place on or before November 30, 2022. Buyer shall have the right to extend the closing date up to three (3) times to (i) December 31, 2022, (ii) January 31, 2023, and (iii) February 28, 2023, by delivering written notice thereof to Seller prior to the end of the then applicable closing date and delivering to the Title Company an extension fee in the amount of \$10,000.00 (an "Extension Fee") for each extension. Each Extension Fee shall become a part of and treated in the same manner as the earnest money and shall be (i) non-refundable to Buyer for any reason, including but not limited to, termination under Paragraph 7B of the Contract (but not including Paragraph 15C of the Contract), but (ii) shall be applicable to the sales price at closing. Upon receipt of each Extension Fee, escrow agent shall promptly release the same to Seller.
- 8. Rollback Taxes. If (i) the sale contemplated hereby, (ii) a change in use or zoning of the Property, or (iii) a denial of special use valuation of the Property, would result in the assessment of additional ad-valorem taxes, penalties, or interest applicable to the Property for periods before closing, Buyer shall be responsible for payment of the same. This provision shall survive Closing.
- 9. <u>Tax Credit Provisions</u>. Notwithstanding anything to the contrary set forth in this Contract or otherwise, Seller hereby acknowledges that Buyer intends to apply for, syndicate and sell certain housing tax credits (whether under state or federal law, collectively, "Tax Credits") with the assistance of the Texas Department of Housing and Community Affairs. Seller hereby agrees to reasonably assist Buyer, at Buyer's sole cost and expense, in obtaining and submitting such information as is necessary to apply for or obtain the Tax Credits.
- 10. TDHCA Requirement. Notwithstanding any other provision of this Contract, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until Texas Department of Housing and Community Affairs (the "Department") has provided Buyer and/or Seller with a written notification that: (i) the Department has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other contingencies in this Contract, (A) the purchase may proceed, or (B) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the Property; or (ii) the Department has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required."
- 11. <u>Default/Notices</u>. Notwithstanding the terms of Paragraph 15 and elsewhere in the Contract, neither Seller nor Buyer shall be deemed in default under the Contract until the non-defaulting party has delivered written notice of such default to the defaulting party and the defaulting party does not cure such default within ten (10) days of its receipt of said notice.
- 12. <u>Paragraph 8</u> of the Contract is hereby deleted in its entirety and replaced with the following: "Seller represents and warrants to Buyer that (a) there are no outstanding written or oral leases affecting the Property, and (b) no party has any rights with respect to any of the Property (whether

by option to purchase, right of first refusal, contract, lease, or otherwise), nor will any party have any such rights at the time of closing, that may prevent or interfere with Buyer taking title to, and exclusive possession of, all of the Property at closing."

13. The terms of this Addendum are incorporated in and made a part of the Contract. If there is a discrepancy between the Contract and this Addendum, this Addendum shall control.

[Executed on the following page]

Seller: Authentision	٢
Pastor Ch	ad Rowe
ı	32:56 PM CST
Buyer:	
buyer.	
MADHOUSE DEVELO	PMENT, INC.,
a Texas corporation	— Authentisign
	7 10 110 110 110 110 110 110 110 110 110
By:	Enrique Flores, IV
Enrique Flores, IV	



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests:
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Texas Commercial & Industrial Real Estate	Services, Inc.	0484581	txlandinfo@sbcglobal.net	(254)662-9800
Licensed Broker /Broker Firm Name of	r	License No.	Email	Phone
Primary Assumed Business Name				
Designated Broker of Firm Christopher Gutierrez, CCIM		License No. 0314988	Email txlandinfo@sbcglobal.net	Phone (254)744-8016
Licensed Supervisor of Sales Agent/ Associate		License No.	Email	Phone
Sales Agent/Associate's Name	E7	License No.	T Email	Phone
	Buyer/Tenan	t/Seller/Landlord mittal	Date	

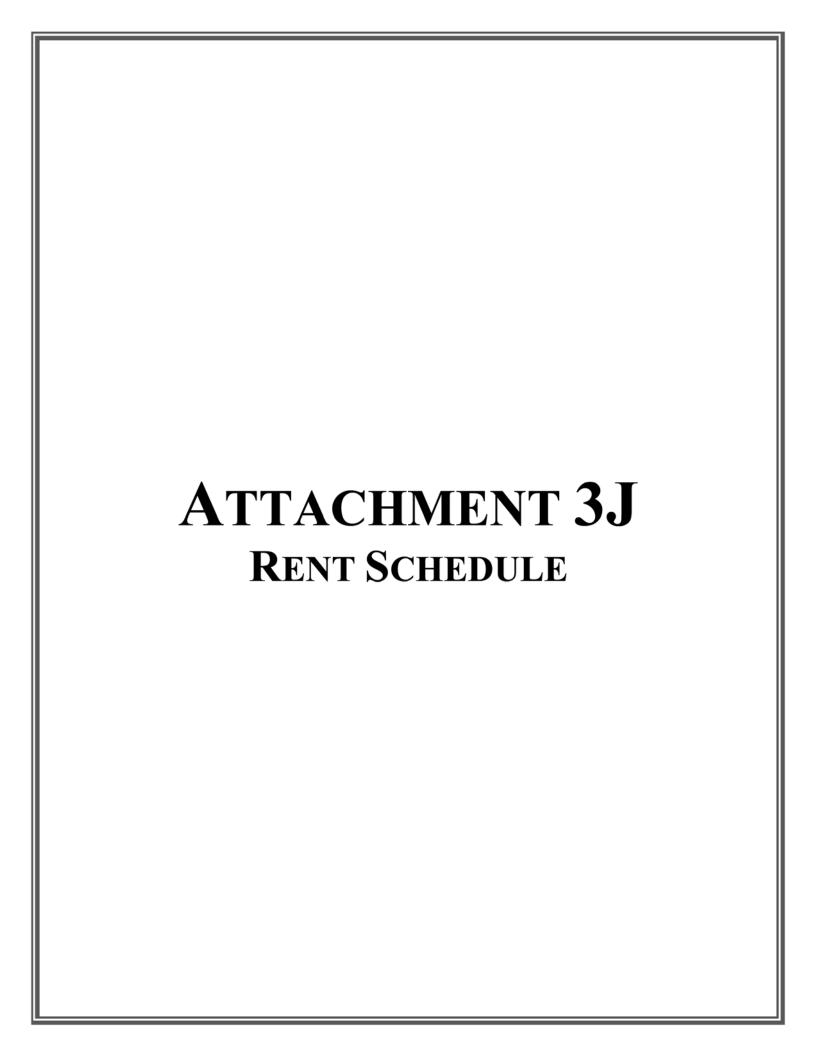
Regulated by the Texas Real Estate Commission

TXR-2501

Information available at www.trec.texas.gov

IABS 1-0 Date Madhouse - Killeen

Phone: 2546629800 Fax: 2547652662







Page 1

					RENT SCHE	DULE					
Type of Unit	Income Level Served	# of Units	# of Bedrooms	# of Baths	Unit Size (Net Rentable Sq. Ft.)	Total Net Rentable Sq. Ft.	Max HTC Rent	Tenant Paid Utility Allow.	Tenant Paid Rent	Rent Per Square Foot	Total Monthly Rent
		(A)	(B)		(C)	(A) x (C)	(D)	(E)	(D) - (E) = (F)	(F) / (C)	(A)x(B)x(F)
TC 30%	30%	4	1	1	659	2,636	364	55	309	0.47	1,236
TC 50%	50%	9	1	1	659	5,931	606	55	551	0.84	4,959
TC 60%	60%	32	1	1	659	21,088	728	55	673	1.02	21,536
TC 30%	30%	7	2	2	952	6,664	437	73	364	0.38	2,548
TC 50%	50%	13	2	2	952	12,376	728	73	655	0.69	8,515
TC 60%	60%	39	2	2	952	37,128	874	73	801	0.84	31,239
Rent Restricted To	otal	104				85,823					70,033
Market Rate		0	1	1	659	0			728	1.10	
Market Rate		4	2	2	952	3,808			874	0.92	3,496
Market Rate Total	ı	4				3,808					3,496
Employee/Owner	Occupied	i				0					_
Total Units		108				89,631					73,529
+ Non Rental Inco	me Source	#1	20	per unit/mo	nth for:	App Fees, D	Deposit Forfe	itures, Misc.			2,160
+ Non Rental Inco	me Source	#2	0	per carport,	month for:						-
+ Non Rental Inco	me Source	#3	10	per unit/mo	nth for:	Carport, Ca	ble, Laundry	, Vending & Pet	Fees		1,080
= POTENTIAL GR	OSS MON	THLY INCOM									76,769
- Provision for Vac	cancy & Co	llection Loss				%	of Potentia	l Gross Income:	7.50%		5,758
- Rental Concessio	ns					%	of Potentia	l Gross Income:	0.00%		-
= EFFECTIVE GRO	OSS MONT	HLY INCOM	E								71,011
x 12 = EFFECTIVE	GROSS A	NNUAL INC	OME								852,136

1	UNIT DISTRIBUTION							
# Beds	# Units	% Total	Income	# Units	% Total	% Affordable	Income Average %	
0		0.0%	20%	-	0.0%	0.00%	0.00%	
1	45	41.7%	30%	11	10.2%	10.58%	3.17%	
2	63	58.3%	40%	-	0.0%	0.00%	0.00%	
3	-	0.0%	50%	22	20.4%	21.15%	10.58%	
4	-	0.0%	60%	71	65.7%	68.27%	40.96%	
TOTAL	108	100.0%	70%	-	0.0%	0.00%	0.00%	
			80%	-	0.0%	0.00%	0.00%	
			MR	4	3.7%			
			TOTAL	108	100.0%	100.00%	54.71%	

	Applicable Fraction								
	Per Sq Ft			Per Unit					
Income	# Units	% Total		Income	# Units	% Total			
20%	0	0.00%		20%	0	0.00%			
30%	9,300	10.38%		30%	11	10.19%			
40%	0	0.00%		40%	0	0.00%			
50%	18,307	20.42%		50%	22	20.37%			
60%	58,216	64.95%		60%	<i>7</i> 1	65.74%			
70%	0	0.00%		70%	0	0.00%			
80%	0	0.00%		80%	0	0.00%			
Market Rate	3,808	4.25%		Market Rate	4	3.70%			
	95.75%				96.30%				





Page 2

RENT LIMITS - HOUSING TAX CREDIT PROGRAM

AMFI %		Number of Bedrooms								
	0	1	2	3	4	5				
20	\$226	\$242	\$291	\$336	\$349	\$414				
30	\$339	\$364	\$437	\$504	\$563	\$621				
40	\$453	\$485	\$583	\$673	\$751	\$829				
50	\$566	\$606	\$728	\$841	\$938	\$1,036				
60	\$679	\$728	\$874	\$1,009	\$1,126	\$1,243				
65										
70	\$792	\$849	\$1,020	\$1,177	\$1,314	\$1,450				
80	\$906	\$971	\$1,166	\$1,346	\$1,502	\$1,658				

RENT LIMITS - HOME/TCAP/CDBG/HTF/NSP PROGRAMS

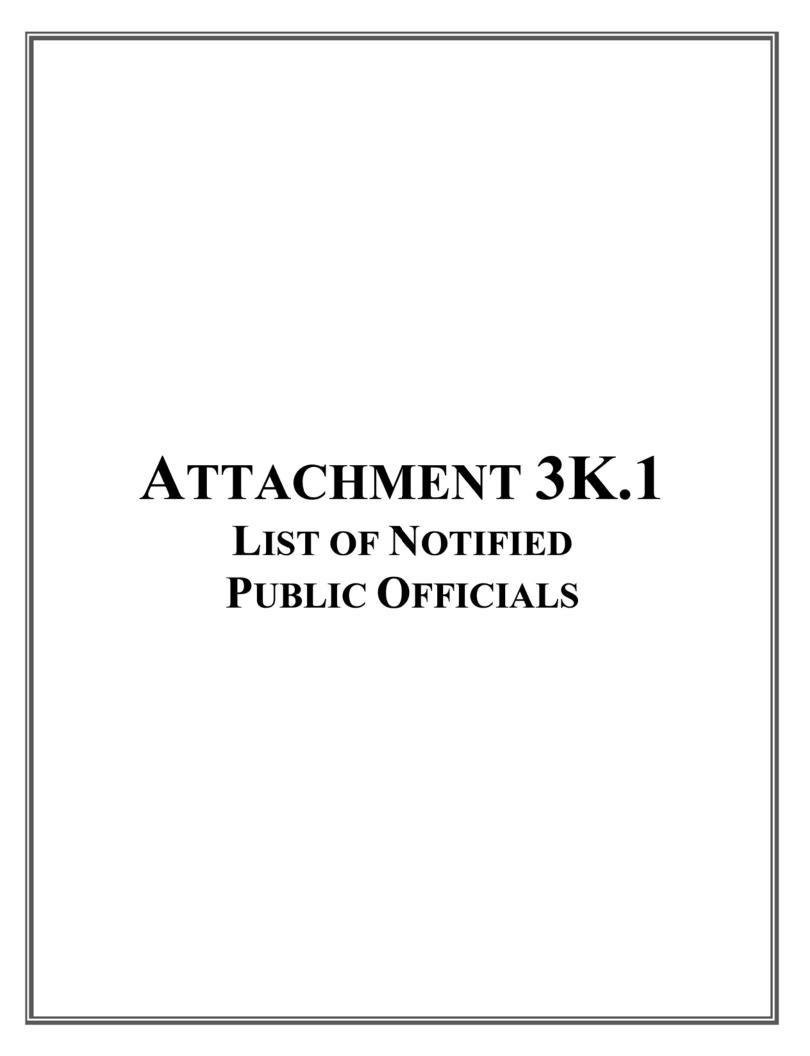
AMFI %		Number of Bedrooms									
	0	1	2	3	4	5					
20											
30	\$340	\$364	\$437	\$505	\$563	\$621					
40	\$453	\$485	\$583	\$673	\$751	\$829					
Low-HOME	\$566	\$606	\$728	\$841	\$938	\$1,036					
High-HOME	\$635	\$639	\$815	\$1,073	\$1,1 <i>7</i> 8	\$1,281					
65											
70											
80											

Utility Allowance

Utility	Pays	OBR	1BR	2BR	3BR	4BR
Heating	T		12.06	14.08	16.11	
Cooking	Т		4.41	6.39	8.36	
Other Electric	T		16.66	23.18	29.7	
Air Conditioning	T		11.79	16.35	20.91	
Water Heater	T		10.05	12.83	15.6	
Water	LL		0	0	0	
Sewer	LL		0	0	0	
Trash	LL		0	0	0	
flat fee	T		0	0	0	
other	T		0	0	0	
Totals		\$ -	\$ 55	\$ 73	\$ 91	\$ -

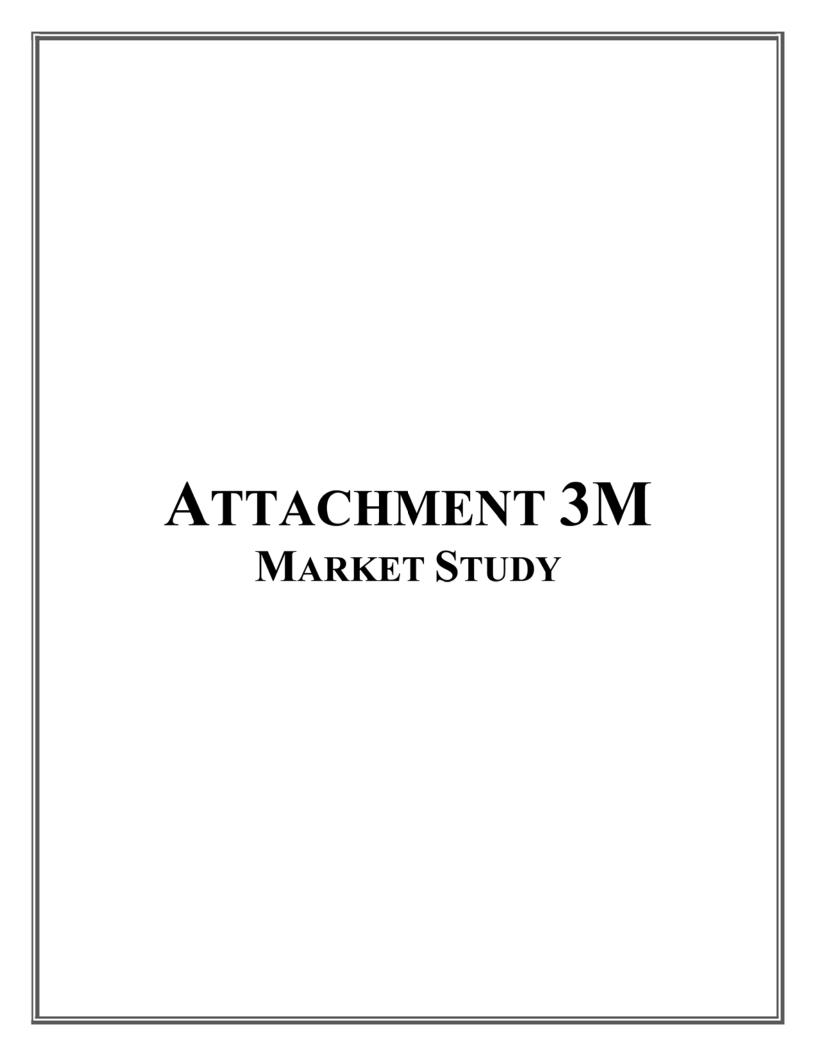
NOTES & ASSUMPTIONS		
Vacancy & Collection Loss estimated at	7.50%	
Second Lien Debt	0.00%	
Average Unit Size	830	
Average Rent Per Unit Per Month	\$681	
Average Rent Per Square Foot Per Month	\$0.82	

Rent Schedule 1/5/2022



AVANTI LEGACY PARKVIEW, LP

List of Public Officials N	otified
Office:	Name:
State Senator - District 24	Dawn Buckingham
Texas House Representative - District 54	Brad Buckley
Killeen ISD School Superintendent	Dr. John M. Craft
Killeen ISD President Board of Trustees	JoAnn Purser
City of Killeen Mayor	Jose L. Segarra
City of Killeen Mayor Pro Tem - District 2	Debbie Nash-King
City of Killeen Councilmember at Large	Ken Wilkerson
City of Killeen Councilmember at Large	Mellisa Brown
City of Killeen Councilmember at Large	Rick Williams
City of Killeen Councilmember - District 1	Jessica Gonzalez
City of Killeen Councilmember - District 3	Nina Cobb
City of Killeen Councilmember - District 4	Michael Boyd
Bell County Judge	David Blackburn
Bell County Commissioner - Precinct 1	Russell Schneider
Bell County Commissioner - Precinct 2	Bobby Whitson
Bell County Commissioner - Precinct 3	Bill Schumann
Bell County Commissioner - Precinct 4	John Driver



This is an excerpt of the referenced Market Study please follow the link below for the complete Market Study found on the Texas Department of Housing and Community Affairs website.

https://www.tdhca.state.tx.us/multifamily/docs/imaged/2020-9-Market/20148.pdf

A MARKET STUDY OF:

HIGH VIEW PLACE

731 Wolf Street Killeen, Bell County, TX 76541

Effective Date: February 4, 2020 Report Date: April 1, 2020

Prepared for: Art Schuldt, Jr. President Housing Solutions Alliance, LLC 1935 Airline Drive, Suite 200 Boosier City, Louisiana 71112

And

Texas Department of Housing & Community Affairs (TDHCA) 221 East 11th Street Austin, Texas 78701

Prepared by: Novogradac Consulting LLP 11044 Research Boulevard, Bldg. C, Suite 400 Austin, TX 78759 512.340.0420



I. SUMMARY	YSHEET

				MAR	KET ANALY	SIS SUMMARY					
ovider:	Novogr	adac Consultin	ig LLP					Date	:	3/30	2020
ontact:	Erik Joh	nson						Phon	e:	(562) 2	56-357
evelopme	nt:		Hig	h View H	lomes		Target	Population:		gen	eral
	_					De	finition of F	lderly Age:			
	[701 14/-	If Change		City:					Dell
e Location e Coordin	_	Lo	rtitude	If Street		Longitude	Killeer		ounty:		Bell
e coordin	ules.		6'46.5"N			7°44'14.7"W		(decimal d	dearee	format	1)
		010		man e Ma				,			,
			FII	mary Mc	25	MA) page <u>17</u> Square					
					CENSUS TRA						
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	27022900	48027022		_	27022403	48027023103					1
	27023500 27022801	48027022		_	27022405 27022401	48027023107	'				
4002	2/022001	48027022									J
HH Si	ze T	1		IBLE HOU 2	SEHOLDS BY	INCOME page	<u>110</u> 5	<u> </u>	6	:	7+
20%	Min					7					
AMGI	Мах										
30%	Min	\$1	\$	1	\$1	\$1	\$1		\$1		
AMGI	Max	\$13,440	\$15	,360	\$17,280	\$19,170	\$20,7	30 \$2	2,260		
40% AMGI	Min Max						+				
50%	Min	\$13,441	\$15		\$17,281	\$19,171	\$20,7	_	2,261		
AMGI	Max Min	\$22,400	_	,600	\$28,800	\$31,950	\$34,5		7,100		
60% AMGI	Max	\$22,401 \$26,880	\$25 \$30		\$28,801 \$34,560	\$31,951 \$38,340	\$34,5 \$41,4		7,101 4,520		
70%	Min										
AMGI	Мах										
80%	Min										
AMGI	Max										
			AFFORD	ABLE HO	USING INVEN	NTORY in PMA					
		All LIUTO De	valann	anta			opments 3	Total Units 368	Avg	Occup	ancy
		All LIHTC De	velopii	ICI IIS			· [300		100%	
	ı	Proposed, Uno	der Cons	truction,	and Unstabi	lized Compara	ble Develo	`			
TDHCA #			evelopm	ent		Status	Туре	Target Population	Comp Units	Total Units	Occur
19166	Villas at	Robinett				proposed	rehab	senior	0	104	N/A
17331	Westwin	d of Killeen Apart	ments			under con	st rehab	general	88	110	N/A
				Other Af	fordable Dev	elopments in l	PMA				
TDHCA #		D	evelopm	ent		Status	Туре	Target Population	Comp	Total Units	Occupancy
97043	Village A	At Fox Creek				in service	new cor		_	128	100%
99053	_	At Twin Creek				in service	_	Ť	88	0	N/A
03068		anch Apt Homes			in service	_		0	152	N/A	
N/A	Hyde Est	ates				in service	new cor	nst general	76	75	N/A
		development is in elopments per §									

Note: For developments targeting Seniors, fill in Population and Household data for both the General population and the Senior population PMA DEMOGRAPHIC DATA GENERAL SENIORS current year place-in-service five year current year place-in-service five year 2019 2022 2024 2019 2022 2024 Population p. 28 94,883 97,525 99,687 Households p. 29 36,844 37,813 38,606 Total HH 22,531 23,734 23.193 Renter HH 14,313 14,620 14,872 Homeowner HH DEMAND CALCULATION p. 109 23,193 Total Households Program Program Only Only Restricted Units Restricted Assisted sisted Units Units Units See footnote 2 70 Subject Units 70 Min Income 10.800 Unstabilized Comparable Units 88 88 Max Income \$ 44,520 44,520 Potential Demand 5532 8852 **RELEVANT SUPPLY** 158 158 10% External Demand 553 885 Other Demand GROSS DEMAND 9737 2.6% 1.6% RELEVANT SUPPLY / GROSS DEMAND = GROSS CAPTURE RATE CAPTURE RATE BY AMGI BAND p. 121 * include program only restricted units 10% External **AMGI Band Capture Rates Subject Units** Comp Units Demand Capture Rate Demand 20% AMGI 30% AMGI 1,110 111 1.3% 40% AMGI 50%AMGI 2.252 225 15 18 1.3% 60% AMGI 61 2,170 217 48 4.6% 70% AMGI 80% AMGI CAPTURE RATE BY UNIT p. 126 * include program only restricted units DEMAND by UNIT TYPE p. 126 SUBJECT UNIT MIX PROPOSED RENT 106 p. Unit Subject MARKET RENT Beds Baths Size (saft) Gross Net Demand External Comp Units Capture Units Rate Demand 30% 606 \$541 \$695 \$810 1.544 154 5 0.5% 30% 2 791 \$719 \$895 \$910 1.349 135 1 4 0.3% \$1,024 \$1,265 \$1,010 700 70 0.3% 50% 1 606 \$541 \$695 \$810 1.311 131 8 1.2% 791 145 50% 2 \$719 \$895 \$910 1,451 8 0.7% 50% 3 973 \$1,024 \$1,265 \$1,010 744 74 0.5% \$541 \$695 \$810 33 8.5% 60% 606 623 62 25 60% 2 1 791 \$719 \$895 \$910 771 77 10 31 4.8% 973 \$1,024 \$1,265 \$1,010 359 36 5 2.5% 60% 3

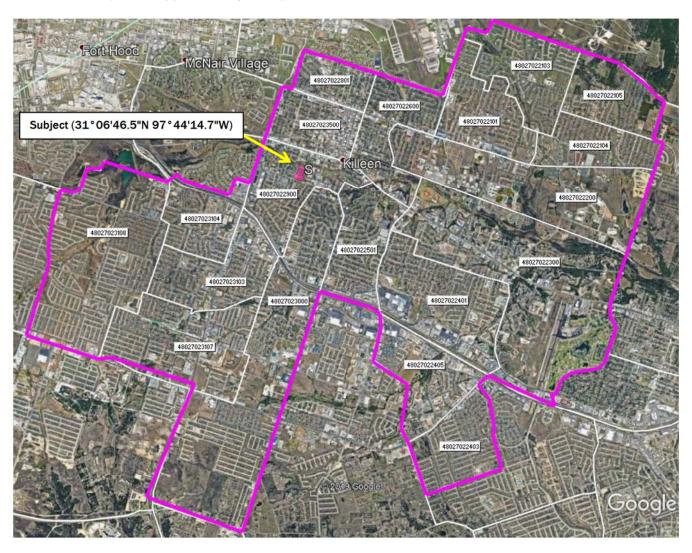
Footnotes:

 $^{1 \\ {\}it This is only required for developments that will utilize the 15\% GCR for Tax-Exempt Bond Developments rule §10.302(i)(1).}$

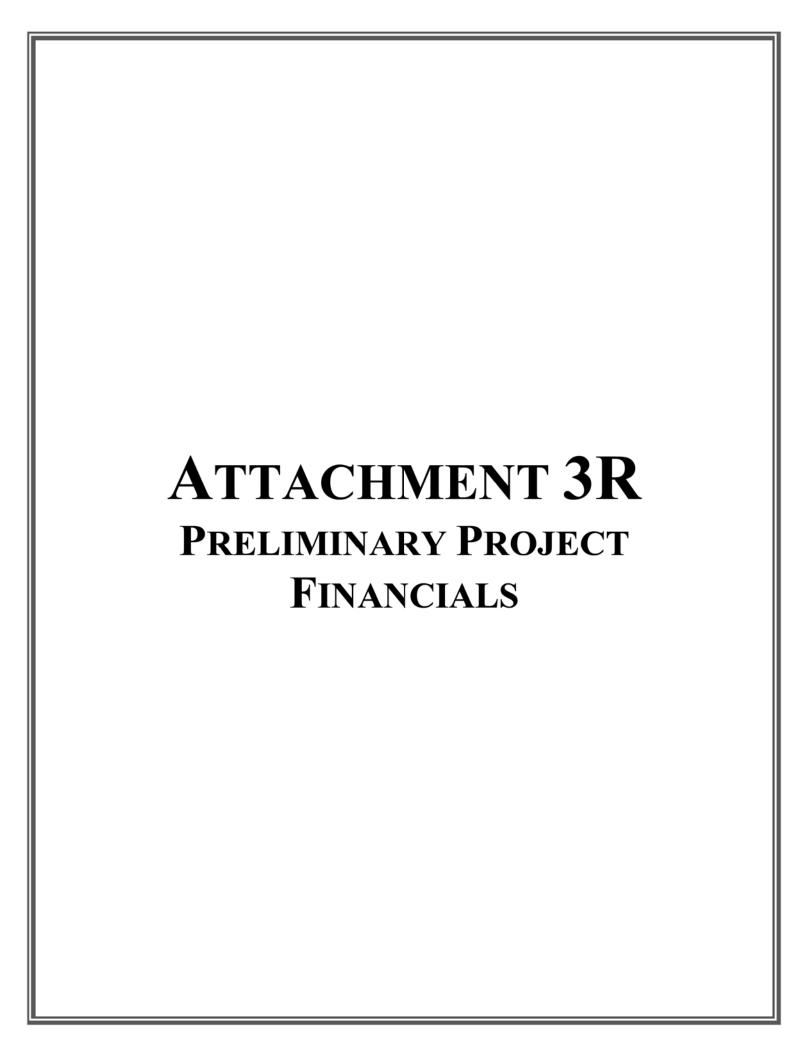
Program only restricted units include HTC and MDL restricted units. Assisted units include any unit that has a RAD, Section 8, PHU, or PBV associated with them.

PMA Map - Census Tracts

The PMA encompasses approximately 25 square miles.



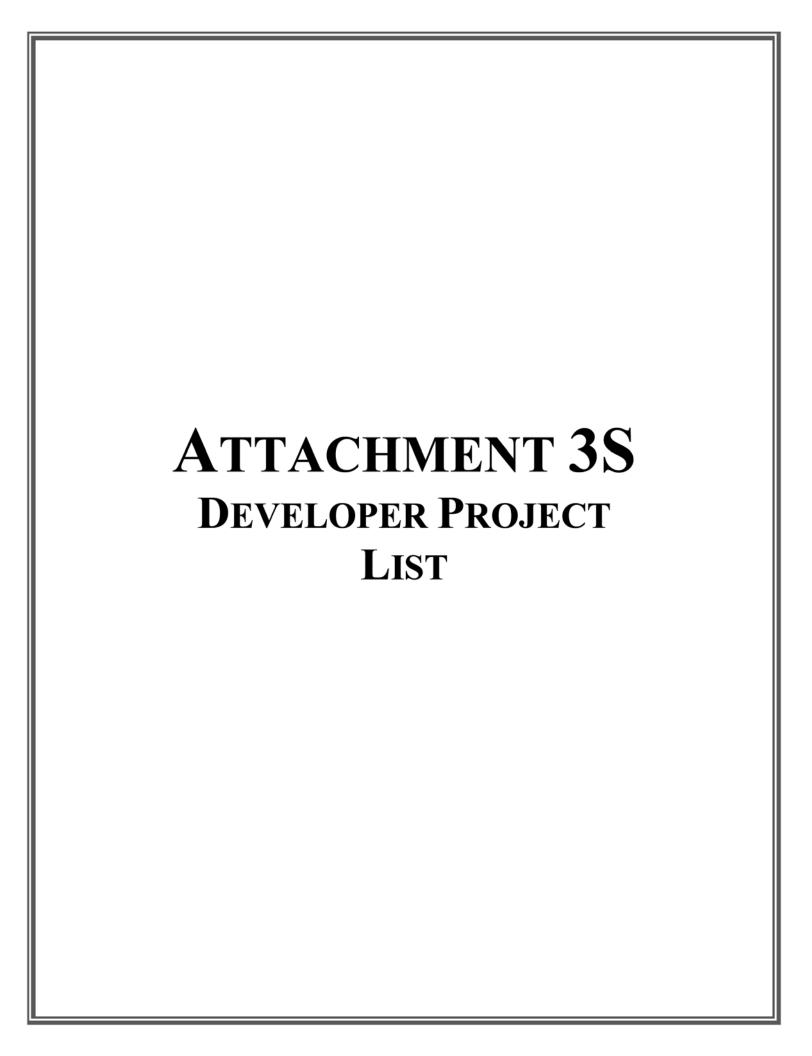








	SU	MMAR	Y SOURCES	AND USES	OF FUNDS
			SOURCE (OF FUNDS	-
#	SOURCE	PRIORITY OF LIEN	CONSTRUCTION OR REHAB STAGE	PERMANENT LOAN STAGE	FINANCING PARTICIPANTS
1	Conventional Loan	1	\$18,610,000	\$ 4,721,000	Conventional Loan
2	Conventional Loan/FHA		\$ -	\$ -	
3	Bridge Loan		\$ -	\$ -	
4	City of Killeen Funds		\$ 500	\$ 500	City of Killeen Contribution
5	Tax Exempt Bonds				
6	Housing Trust Fund				
7	CDBG Funds - Local				
8	CDBG Funds - Federal				
9	Mortgage Revenue Bonds				
10	LIHTC Syndication Proceeds		\$2,699,730	\$17,998,200	Equity @ \$0.9
11	Historic TC Syndication Proceeds				
12	USDA/ TXRD Loan(s)				
13	AHP Grant				
14	Soft Funds		\$ -	\$ -	
15	Interest Income				
16	Private Loan or Grant		\$ -	\$ -	
1 <i>7</i>	Cash Equity				
18	Deferred Developer Fee		\$ -	\$ 596,388	
19	EXCESS/(SHORTFALL)		\$ 716	, , , , , , , , , , , , , , , , , , , ,	
TOTAL S	OURCES OF FUNDS		21,310,230	23,316,088	3
			USES OF	FUNDS	
#	DESCRIPTION		CONSTRUCTION OR REHAB STAGE	PERMANENT LOAN STAGE	EXCLUSIVE USE FINANCING PARTICIPANTS
1	Land Acquisition		\$ 1,616,000	\$ 1,616,000	
2	Existing Building Acquisition		\$ -	\$ -	
3	Off-Site Construction Cost		\$ -	\$ -	
4	Sitework Construction Cost		\$ 2,646,000	\$ 2,646,000	
5	Hard Construction or Rehabilitation	n Cost	\$ 9,680,148	\$ 9,680,148	
6	Contractor's General Requirement		\$ 739,569	\$ 739,569	
7	Contractor's Overhead		\$ 246,523	\$ 246,523	
8	Contractor's Profit		\$ 739,569	\$ 739,569	
9	Construction Contingency		\$ 983,627	\$ 983,627	
10	Indirect Construction Costs		\$ 1,864,973		
11	Developer's / Other Fees		\$ 799,800	\$ 2,666,000	
12	Interim Financing Cost		\$ 1,197,080	\$ 1,197,080	
13	Permanent Financing Cost		\$ 97,210	\$ 97,210	
14	Other Financing Costs		\$ 299,767	\$ 299,767	
15	Guarantee Fee		\$ -	\$ -	
16	Reserves		\$ 399,248	\$ 399,248	
17	Special Reserve Account		\$ -	\$ -	
	JSES OF FUNDS		21,309,514	*	
LOIAL	JALA OF FUNDS		21,309,514	23,310,088	





		COMPLETE	ש		
YEAR	COMMUNITY NAME	LOCATION	FINANCING	PARTICIPATION	# OF HOMES
2018	Avanti at Greenwood	6102 Greenwood Drive Corpus Christi, TX 78417	LIHTC-9%	Owner/General Partner/ Developer	81
2017	Pathways at Goodrich Place	2126 Goodrich Avenue Austin, TX 78704	LIHTC-9% & RAD	Co-Developer	120
2017	The Bristol	7810 Old Tezel Road San Antonio, TX 78250	LIHTC-9%	Co-Developer	96
2017	Terraces at Arboretum	15928 Old Richmond Road Sugarland, TX 77498	LIHTC-9%	Co-Developer	112
2017	Marabella	5781 West Amarillo Boulevard Amarillo, TX 79106	LIHTC-9%	Co-Developer	101
2016	The Providence	5804 98th Street Lubbock, TX 79424	LIHTC-9%	Co-Developer	108
2016	Avanti East	1215 E. Owassa Road Edinburg, TX 78542	LIHTC-9%	Owner/General Partner/ Developer	108
2016	Laurel Glen	11043 N. Loop 1604 San Antonio, TX 78254	LIHTC-9%	Co-Developer	81
2016	The Studio at thinkEAST	1143 Shady Lane Austin, TX 78702	LIHTC-4% & Tax- Exempt Bonds	Co-Developer	182
2015	River View at Calallen	11930 Leopard Street Corpus Christi, TX 78410	LIHTC-9% & HFC	Co-Owner/Co-General Partner/Co-Developer	96
2015	Vista Pointe at Wild Pine	11580 Wild Pine San Antonio, TX 78253	LIHTC-9% & PHA Loan	Co-Developer	108
2014	Riverstone Apartments	3521 Airline Road Corpus Christi, TX 78414	LIHTC-9% & HOME	Co-Owner/Co-General Partner/Co-Developer	60
2014	Bella Vista Apartments	815 S. Shary Road Alton, TX 78573	LIHTC-9% & HFC	Co-Owner/Co-General Partner/Co-Developer	120
2014	The Vineyards at Monterey	9410 Milwaukee Avenue Lubbock, TX 79424	LIHTC-9% & HFC	Co-Developer	96
2014	The Arbor at Centerbrook	13905 Oak Meadows Live Oak, TX 78233	LIHTC-9% & PHA Loan	Co-Developer	80
2013	Bella Terra Apartments	3220 Galeno Crossing Brownsville, TX 78526	LIHTC-9% & HFC	Special Limited Partner /Co-Developer	80
2012	Highland Villas	2900 Wildflower Drive Bryan, TX <i>77</i> 802	LIHTC-9% & HOME	Owner/General Partner/ Developer	180
2006	Villa Main Apartments	901 Main Avenue Port Arthur, TX 77643	LIHTC-9%	Developer	140
2006	La Vista Apartments	2401 La Vista McAllen, TX 78501	LIHTC-9%	Developer	48
2006	Cedarwood Apartments	2201 Bobby K. Marks Drive Huntsville, TX 77430	LIHTC-9%	Owner/General Partner/ Developer	68
2006	Sea Breeze Apartments	5751 Interstate 37 Corpus Christi, TX 78408	LIHTC-4% & Tax- Exempt Bonds	Special Limited Partner/ Co-Developer	200

OUR COMMUNITIES 18



		COMPLETE	D		
YEAR	COMMUNITY NAME	LOCATION	FINANCING	PARTICIPATION	# OF HOME:
2006	La Villa Alton Apartments	308 N. Eagle Pass Street Alton, TX 78573	LIHTC-9%	Special Limited Partner/ Co-Developer	76
2005	Figueroa Apartments	998 Ruben Chavez Road Robstown, TX 78380	LIHTC-9%	Special Limited Partner/ Co-Developer	44
2005	Rudy Villarreal Oak Square Apartments	309 N. 9th Street Alamo, TX 78516	LIHTC-9%	Special Limited Partner/ Co-Developer	100
2005	Sevilla Apartments	600 N. Airport Drive Weslaco, TX 78596	LIHTC-9%	Special Limited Partner/ Co-Developer	80
2005	Mesa Vista Apartments	1301 S. Salinas Boulevard Donna, TX 78537	LIHTC-9%	Special Limited Partner/ Co-Developer	76
2005	Hampton Port Apartments	6130 Woolridge Road Corpus Christi, TX 78714	LIHTC-9%	Special Limited Partner/ Co-Developer	110
2004	Lake Jackson Manor	120 Garland Drive Lake Jackson, TX 77556	LIHTC-9%	Owner/General Partner	100
2004	Sierra Royale Apartments	630 Wright Avenue Robstown, TX 78380	LIHTC-9%	Special Limited Partner/ Co-Developer	76
2004	Redwood Heights Apartments	7320 North Jensen Drive Houston, TX 77093	LIHTC-9%	Special Limited Partner/ Co-Developer	96
2003	Big Bass Resort	9701 Market Street Jacinto City, TX 77029	LIHTC-9%	Owner/General Partner	200
2001	The Greens on Turtle Creek	3200 Turtle Creek Drive Port Arthur, TX 77642	LIHTC-9% and HTF	Owner/General Partner	84
1998	South Pointe Apartments	5725 Curtis Clark Drive Corpus Christi, TX 78412	LIHTC-9%	Developer	196
1997	Cimmaron Senior Estates	2802 Cimmaron Boulevard Corpus Christi, TX 78414	LIHTC-9%	Developer	180
1996	Windstar Apartments	2802 N. 7th Street Harlingen, TX 78550	LIHTC-9%	Developer	80
1996	Canal Place Apartments	2280 US-77 Business San Benito, TX 78586	LIHTC-9%	Developer	96
1996	Anacuitas Manor Apartments	1100 Anacuitas Manor Street Mercedes, TX 78570	LIHTC-9%	Developer	72

TOTAL COMPLETED 3,931

OUR COMMUNITIES 19



		UNDER CONSTI	RUCTION		
YEAR	COMMUNITY NAME	LOCATION	FINANCING	PARTICIPATION	# OF HOME
2021	Avanti Legacy Violet Parc	4601 N. McColl Street McAllen, TX 78504	LITHC-9%	Owner/General Partner/ Developer	84
2020	Avanti Legacy Valor Heights	125 Beaumont Avenue McAllen, TX 78501	LIHTC-9%	Co-Developer	93
2020	Avanti West	4701 S. McColl Road Edinburg, TX 78539	LIHTC-9%	Co-Developer	72
2020	Avanti Valley View	1000 N Jackson Road Hidalgo, TX 78557	LIHTC-9%	Co-Developer	80
2019	Avanti at Emerald Point	3301 N. Jackson Road McAllen, TX 78501	LIHTC-9%	Co-Developer	72
2019	Avanti Legacy at Emerald Point	3300 N. K Center McAllen, TX 78501	LIHTC-9%	Co-Developer	90
2019	The Legacy at Piedmont	826 E. Highland Boulevard San Antonio, TX 78210	LIHTC-9%	Co-Developer	49
2019	Avanti Legacy Bayside	5409 Lipes Boulevard Corpus Christi, TX 78413	LIHTC-9% & TDHCA Direct Loan	Co-Developer	60
2019	Avanti Legacy at South Bluff	509 S. Carancahua Street Corpus Christi, TX 78401	LIHTC-9% & TDHCA Direct Loan	Co-Developer	42
2018	Avanti Legacy at Sienna Palms	3520 N. Milano Road Weslaco, TX 78596	LIHTC-9% & TDHCA Direct Loan	Owner/General Partner/ Developer	114
2018	Med-West	7139 Wurzbach Road San Antonio, TX 78240	Market Rate	Co-Developer	131

TOTAL IN CONSTRUCTION 887

		UNDER DEVEL	OPMENT		
YEAR	COMMUNITY NAME	LOCATION	FINANCING	PARTICIPATION	# OF HOMES
2020	Avanti Viking Hills	6501 Sanger Avenue Waco, TX 76710	LIHTC-9%	Co-Developer	82
2019	Sienna at Westover Hills	11869 Potranco Road San Antonio, TX 78253	Market Rate	Co-Owner/Co-General Partner/Co-Developer	306

TOTAL UNDER DEVELOPMENT 388

OUR COMMUNITIES 20

East Avenue Crossing



3318 E Rancier Ave - Killeen, TX

9% LIHTC Multifamily Community



APPLICATION FOR SUPPORT AND/OR FUNDING ASSISTANCE

PLEASE NOTE: The City of Killeen reserves the right to fund projects at a lower amount than requested, and the right to deny applications that do not coincide with the City's Consolidated Strategic Plan, various strategic and master plans, or policy direction from the Killeen City Council.

1. PROJECT INFORMATION

CSH EAST AVENUE	E CROSSING, LTD. / CSH EA	ST AVENUE CROSSING	GP, LLC
Developer Name			
EAST AVENUE CRO	OSSING		
Project Name			
3318 EAST RANCIE	R AVENUE KILLEEN, TX 76	543	
Project Address			
48027022200	KILLEEN ES	MANOR MS	KILLEEN HS
Census Tract #	Elementary School	Middle School	High School
Project Type:	General	O Elderly	Supportive Housing
Role of Applicant: (select all that apply)	Owner	Developer	Other:
Applicant is Request (select all that apply)	ting City Council Resolution:	of support	Stating no objection
Applicant is Reques	ting Commitment to Fundin	g: OLoan	Grant
		Reduced Fees	Oother:
Amount of Loan, Gr	rant, or Reduced Fees Reque	\$500.00 sted:	

2. APPLICANT INFORMATION

If the applicant is not acting as the developer, please provide all of the information below for the developer, as well as the applicant. If the developer involves multiple entities, is a partnership or joint venture, please provide duplicative information for each, and identify the entity that will serve as the "lead" organization.

CSH EAST AVENUE CROSSING, LTD. (LEAD ORGANIZATION)

Name		
3701 KIRBY DRIVE, SUITE 860		
Business/Street Address		
HOUSTON	TEXAS, 77098	
City	State, ZIP	
713-503-4477		
Telephone #		
JERVON HARRIS	713-503-4477	JERVONHARRIS@YAHOO.COM
Contact Person	Contact Telephone #	Email Address
TBD	TBD	
DUNS #	Federal Tax ID #	

3. PROJECT DESCRIPTION

Provide a brief project description that addresses items "a" through "u" below. Attempt to limit responses to 150 words or less for each lettered response.

a. Demonstrate the project's compatibility and alignment with the priorities stated in the City's Consolidated Strategic Plan, Comprehensive Plan, Future Land Use Map, and any other applicable master, strategic, and redevelopment or neighborhood plans adopted by the City of Killeen;

The development is within or near the following: TIRZ, local targeted revitalization census tracts for community development, the thoroughfare plan, hike and bike trails plan, parks and rec area plans, zoned for MF, and aligned with city's vision, values and priorities. See Maps.

KILLEEN LIHTC APPLICATION 2021

- Indicate the project location by providing an area map with the property highlighted;
 Include document as attachment 3B
- Provide a preliminary site plan for the proposed project;
 Include document as attachment 3C
- d. Describe the tenant population, income levels, and services, if any, to be provided to or made available to residents;

This development will target the families and workforce veterans of the city and because it is not age-restricted, it can also serve seniors and retirees. In a thriving city such as Killeen, it is critical to create class-A living for a growing workforce. Income levels and services attached.

e. List basic amenities and unit amenities proposed for the project;
 See allached.

f. Describe the taxable status of the development. Indicate whether the development will be paying property taxes or if the development will be tax exempt;

This development is modeled to pay property taxes during operations.

g. Describe current zoning of property. Include a letter from the City of Killeen's Planning Department verifying that the current zoning of the site for the proposed project is compatible with the anticipated -use (include as attachment 3G.1), or include documentation verifying that a request to change current zoning has been submitted (include as attachment 3G.2);

See attached.

h. Include evidence of site control, such as a warranty deed or a current, receipted earnest money(include as attachment 3H);

i. List the proposed number, type, and size of units; number of market rate and SF of units.

	Total # of Units	# of Affordable Units	# of Market Rate Units	SF of Each Unit
1 BR	24	24		672
2 BR	48	48	4	855
3 BR	24	24		1125
4 BR				
Total Units	96	96		

j. Provide the total number of units servicing each Area Median Gross Income (AMGI) group and the proposed rents (less utility allowances) for low income units and proposed rents for market rate units;

See attached. In order for this particular location to remain competitive and generate the 130% boost in the housing tax credit guidelines, the target population must be non-age-restricted and capture affordable units at 30%, 50%, and 60% AMI. In a diverse community such as Killeen on a main avenue near numerous amenities and close to jobs, this unit mix creates better feasibility.

k. Describe the involvement and support from local stakeholders and neighborhood organizations; include a list of stakeholders and neighborhood associations contacted and include any letters of support (attach lists as 3K.1 and letters of support as attachment 3K.2);

See attached.

I. Describe the impact the project is anticipated to have on surrounding neighborhood(s);

Applicant believes the impact will be positive and further fair housing for the working families and veterans of the city. It will have quality impact that elevates lives.

m	n. Describe the impact the project is anticipated to have on existing affordable housing in the area;
	This development will bring new construction units to a growing and revitalizing area of Killeen.
	Describe the impact of traffic
n.	Describe the impact the project is anticipated to have on City infrastructure; including the impact of traffic associated with the proposed project and any proposed mitigation/construction plans if needed;
	On a main avenue traffic impact is minimal. Applicant anticipates little impact to utilities and infrastructure and aims to bring million of dollars worth of new development to the revitalization area.
0.	Describe the availability of and impact the project is anticipated to have on public transit service; Near transit and on a bus line, the development may increase transit use.
p.	Describe the impact the project is anticipated to have on area schools; The development brings robust resident services to its children, parents, families and students. With empowerment services uplifting lives, the ISD schools can benefit greatly from our residents that attend its schools.
q.	Indicate if the project will assist in the elimination of blight, the preservation of environmental assets, and/or enhancement of landscaping;
	While there is no blight to eliminate, the development's design standards call for thousands of dollars to be used towards local landscaping techniques and native vegetation, creating new trees and pleasurable blends of water retention and site features.
	Summarize the key financials of the project, clearly indicating the total project cost, the amount and intended use of City of Killeen funds if being requested, and preliminary project financials;
	See attached.

s. List other LIHTC projects you have completed or have pending; include information on location, type, number of units, project costs, and project references on former LIHTC projects.

See attached experience.

t. List other LIHTC applications you will be submitting to the Texas Department of Housing and Community Affairs in their most current program year.

Currently, one other possible pre-application in Killeen (Ridge Lofts at Skyline) and possibly one or two others in different regions.

U. Provide information on the number and type of local contracting opportunities associated with the proposed development (construction or other type of contract).

We engage only a local Texas general contractor, see attached experience. There are dozens of opportunities to commit to local subs and workforce personnel, keeping and generating jobs in the city of Killeen and Bell County. The applicant and its team always aims to do this.

All applications for consideration must meet the current Housing Tax Credit Program Qualified Allocation Plan issued by the Texas Department of Housing and Community Affairs, §11.1 General - §11.10 Third Party Request for Administrative Deficiency for Competitive HTC Applications.

4. DEVELOPMENT TEAM

Identify below the persons or entities anticipated to be involved in the project. Also, indicate if any person or entity involved is a disadvantaged, minority or women-owned business enterprise (DBE/MBE/WBE), or if any of the entities are non-profit organizations.

	Development Team Name(s) and Contact	Years of	DBE	MBE	WBE	Non-
	Information	Experience	DBE	IVIDE	WBE	Profit
Owner	CSH EAST AVENUE CROSSING, LTD.	20+				
Developer	CSH EAST AVENUE CROSSING GP, LLC	20+				
Architect	CROSS ARCHITECTS, LLC	20+				
Engineer	LOCAL - TBD	20+	The second			
Construction Lender	REGIONS	20+				
Other Lenders	TBD	20+				
General Contractor	NATIONS CONSTRUCTION, LLC	20+				
Consultant (if applicable)	SUPERURBAN REALTY VENTURES, LLC	20+				
Sub-Contractor						
Sub-Contractor						
Other	PORTFOLIO RESIDENT SERVICES, INC	20+				1
Other	TEXAS INTER-FAITH MANAGEMENT CORP	20+				1

5. DEVELOPMENT SCHEDULE

Complete the schedule below with anticipated completion dates. Re-order the steps according to the appropriate sequence for your project, and add in any other significant steps integral to your project's development.

	Date(s)
Acquisition and/or holding	1/1/22
Securing and packaging project financing	9/1/22
Construction specifications and cost estimates	11/1/22
Construction bids	1/1/23
Construction start	3/1/23
Completion of construction	6/1/24
Start of Rent-up	5/1/24
Other:	
Other:	
Other:	

6. SUBMISSION INFORMATION

The Community Development Department serves as the City's primary staff and point of contact for all LIHTC programs. Before a project will be evaluated, each applicant requesting support and/or funding assistance must submit a completed application with all attachments.

City of Killeen 2020 LIHTC Important Dates:

1/7/2022:

Application Deadline

2/15/2022:

Presentation from Developer(s) at City Council Workshop Session

2/22/2022:

Consideration of Resolution(s) at City Council Meeting

Page 8 of 9

Completed application should be submitted to:

City of Killeen Community Development Department Leslie Hinkle, Executive Director of Community Development P.O. Box 1329 or 802 North Second Street Bldg. E, 1st floor Killeen, Texas 76541 254-501-7847 or lhinkle@killeentexas.gov

The applicant/developer certifies that the data included in this application and the items attached hereto are true and correct. Any information found to be false or misleading will lead to automatic disqualification under this Program application. Unsigned/undated submissions will not be considered.

CSH EAST AVENUE CROSSING, LTD	Jul I
Legal Name of Developer/Entity	Signature of Authorized Officer
1/6/22	AUTHORIZED AGENT
Date	Title

Killeen, Texas



[DISCLAIMER: all pnotos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

East Avenue Crossing

Up to 120 / Upscale Affordable Multifamily Units

Serving Family & Workforce Residents of Killeen

Proposed 9% Housing Tax Credit Development by CSH East Avenue Crossing, Ltd.

Killeen, Texas

OWNER / DEVELOPER CSH East Avenue Crossing, Ltd. – TEXAS

GENERAL CONTRACTOR

Nations Construction, Ltd. - TEXAS

ARCHITECT

Cross Architects, PLLC - TEXAS

MANAGEMENT
Texas Inter-Faith Management Corporation - TEXAS (501c3)

RESIDENT SERVICES
Portfolio Resident Services, Inc. - TEXAS (501c3)

DEVELOPMENT CONSULTANTS

CSH Vault Consulting, LLC - TEXAS

& SuperUrban Realty Ventures, LLC – TEXAS (HUB)

East Avenue Crossing

Team



[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

Killeen, Texas

East Avenue Crossing



Proposed amenities may include:



- **Business Center** Fitness Center
- Pool
- Ba conies
- Patios
- Controlled Bldg Access Resident Gardens
 - On-Site Maintenance
- Spacious Walk-In Closets

- Trails / Green Space
- Washer & Dryer Connections Energy Efficient Appliances Premium Counter Tops
 - Wood Plank Flooring
 - Theater
- Wi-Fi
- Dog Park / Privacy Fence
- Barbeque & Picnic Areas





[OISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

Killeen, Texas



East Avenue Crossing

Location



[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.] 96-Unit Concept East Avenue Crossing Site Plan 1 × 1 5 0 0 EAST AVENUE CROSSING SITE PLAN 25 th BUMDING THRUATION
TYPE 6.0.006 6.00HE8 KROWN BASEMBNTS BHOW NO KNOWN FLOODPLAIN PARKING REQUIRED 125 PER OWELLING UNIT TOTAL PARKING RATIO . . 7 BITE AMENINES
-CLUBHOUSE
-POOL 1" NON-ACCESS
EASTMENT
3" SULDING
LIME
30" ACCESS
EASTMENT
SO ACCESS
EASTMENT 10' SIDE SETSACK TYP 15 DRAINGE FARFAREST 10' INDE SETBACK TYP 3318 East Rancier Avenue Killeen, Texas TRASH ENCLOBURE

Killeen, Texas

Units:

+/- 96 units (conceptual)

Value of Housing Credits:

+ \$17M (Tax Credit Allocation -- \$1.5M to \$2M)

Total Development Cost:

+\$21,000,000

Anticipated Project Schedule:

Jan 7, 2022 / HTC Pre-Application
Mar 1, 2022 / HTC Application
Aug 1, 2022 / HTC Award
Mar 1, 2023 / Construction Start
Mar 1, 2024 / Lease-up Begins
Aug 1, 2024 / Construction Complete

East Avenue Crossing

unit mix concept

UNIT TABULATION TYPE	# UNITS
ONE BEDROOM, ONE BATH	24 (25%)
TWO BEDROOM, TWO BATH	48 (50%)
THREE BEDROOM, TWO BATH	24 (25%)
TOTAL	96 (100%)

[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

subject to change +/- units & mix



LEAD ORGANIZATIONS & PRIMARY CONTACTS

OWNER / DEVELOPER

CSH East Avenue Crossing, Ltd. – TEXAS

GENERAL CONTRACTOR

Nations Construction, Ltd. - TEXAS

ARCHITECT

Cross Architects, PLLC - TEXAS

MANAGEMENT

Texas Inter-Faith Management Corporation - TEXAS (501c3)

RESIDENT SERVICES

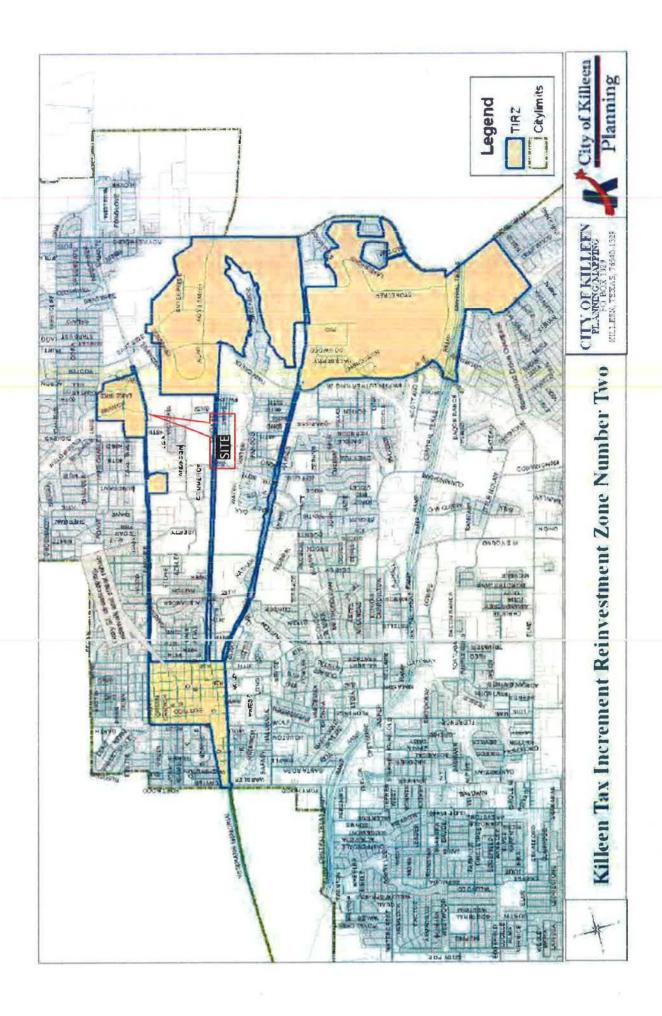
Portfolio Resident Services, Inc. - TEXAS (501c3)

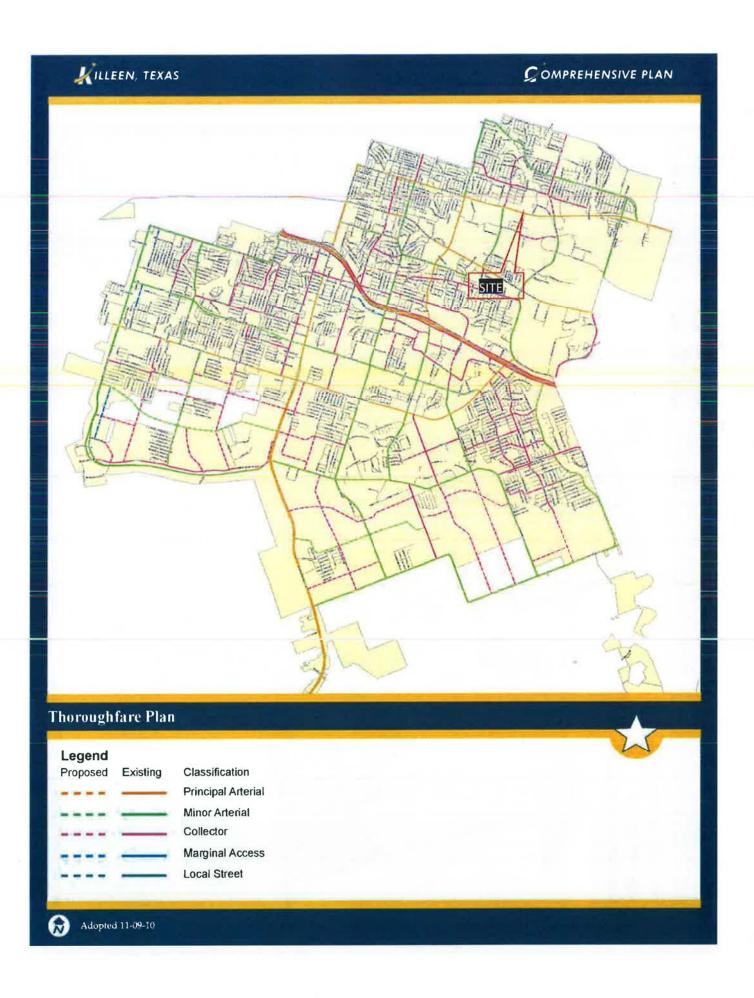
DEVELOPMENT CONSULTANTS & PRIMARY CONTACTS

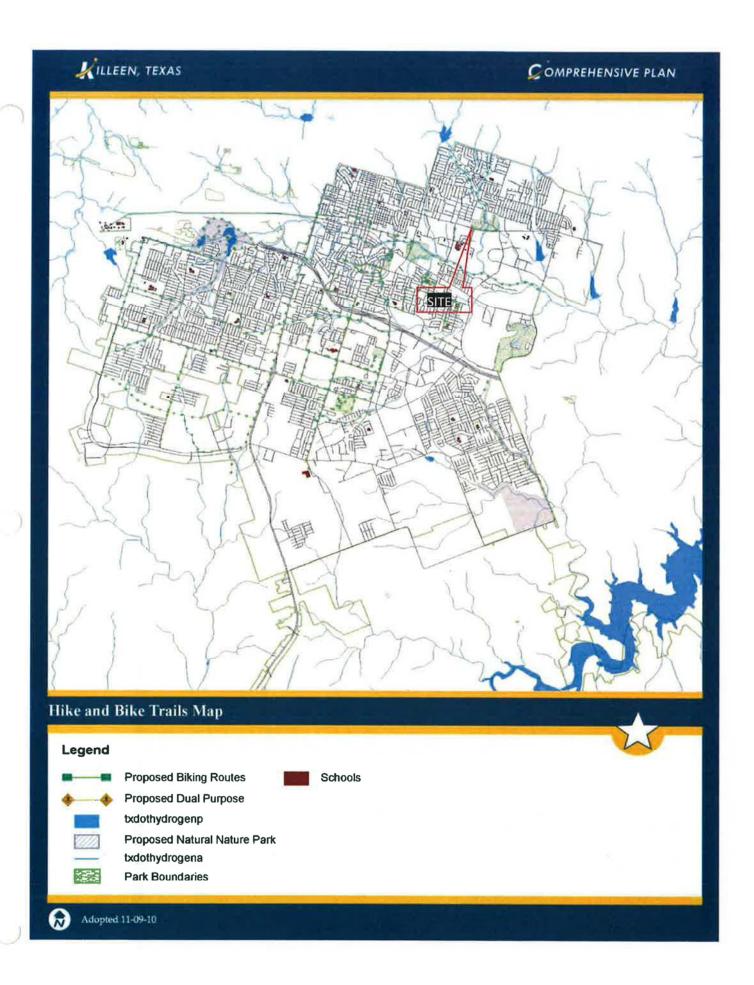
CSH Vault Consulting, LLC - TEXAS

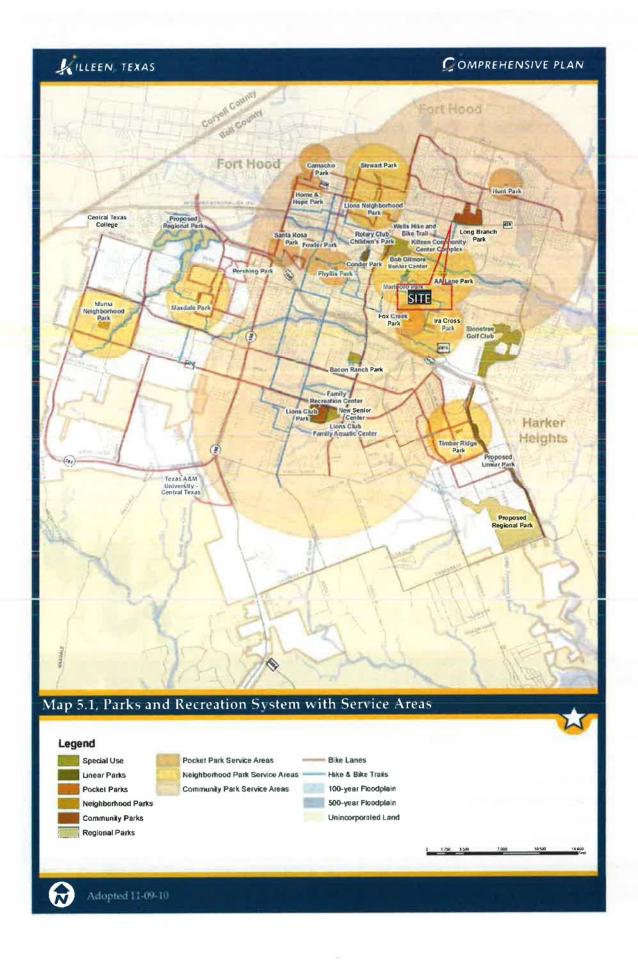
&

SuperUrban Realty Ventures, LLC – TEXAS (HUB)









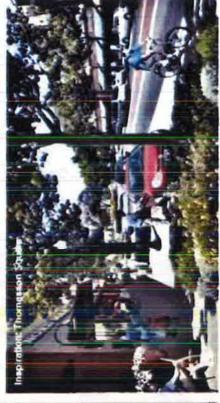


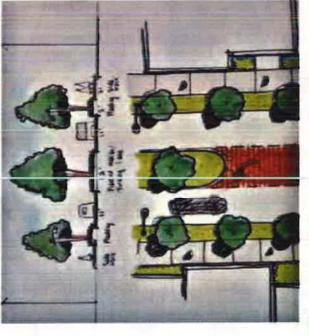
RANCIER AVENUE

Goals:

- Streetscape/walkable town identification
 - Safer traffic flow as an economic catalysi:
 - Rancier Ave. as a gateway to Downtown









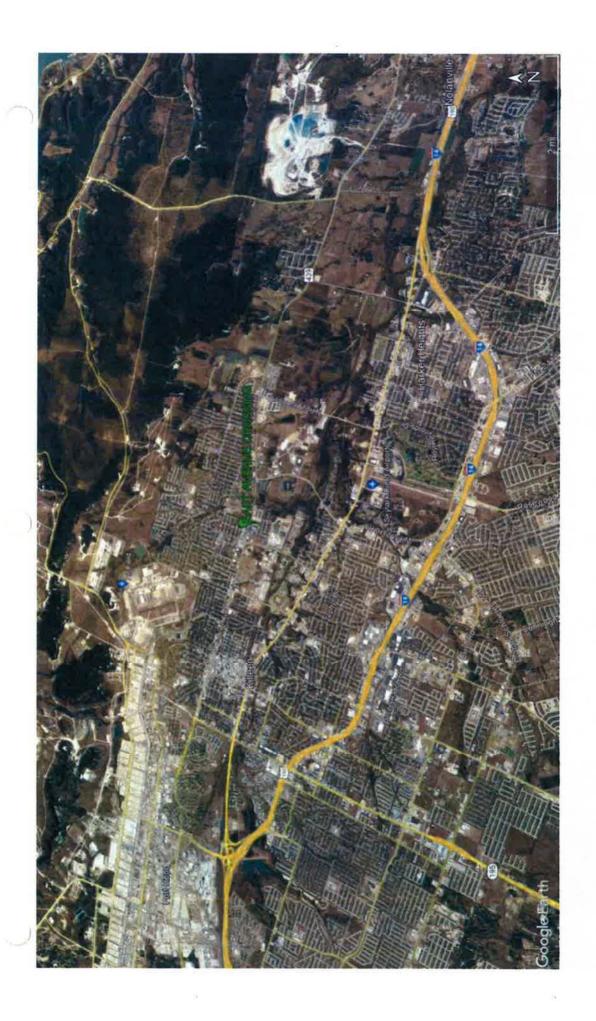
WHAT WE'VE HEARD FROM YOU

ALIGNING VISION, VALUES, AND PRIORITIES

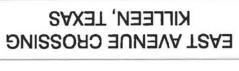
family and service We respect our citizens, military, and institutional partners and we aspire to bring all of us together to make Killeen incrementally better for every day. ??

13 Unique and vibiant downtown that is the cultural and econor For Hond and the current and orthod unvice members Gornels that benefits existing residents and businesses Deventory and blooms buildings in mosth Killern Values A shared callection of sharps that matter to us. ASSOCE The elements we want to present and improve Self-sustaining local economic improvement Aspirations where were the immerse Sorvice and stewardship of our community Educational paramers (CTC, TAMU-CT) Culture of trust and collaboration Financially strong and revillen Divoralty and technic Solo neighborhands Some of lamily

DEVELOPMENT AND TEAM PROMOTE THE SAME VISIONS, VALUES AND PRIORITIES AS THE CITY OF KILLEEN



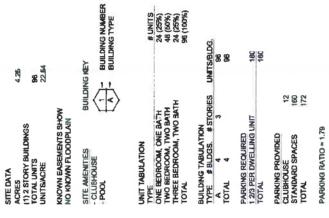












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FAMOLES AND FEMALES. TO SAME FRANCE. THOSE OF THE PROPERTY WE SET SHOWN THE PROPERTY OF THE

AMENITIES (MAY INCLUDE)

WASHER & DRYER CONNECTIONS

ENERGY EFFICIENT APPLIANCES

PREMIUM COUNTER TOPS

WOOD PLANK FLOORING

THEATER

WI-FI

DOG PARK / PRIVACY FENCE

BARBEQUE & PICNIC AREAS

LIBRARY

GATED COMMUNITY

FITNESS CENTER

BUSINESS CENTER

POOL

BALCONIES

PATIOS

RESIDENT GARDENS

CONTROLLED BLDG ACCESS

ON-SITE MAINTENANCE

TRAILS / GREEN SPACE

SPACIOUS WALK-IN CLOSETS

RESIDENT SERVICES (MAY INCLUDE)

ORGANIZED ON-SITE K-12 PROGRAMMING – TUTORING, SUMMER CARE
ORGANIZED ON-SITE GED, ESL, FINANCE CLASSES / ADULTS
ANNUAL INCOME TAX PREPARATINO / ADULTS
CAREER TRAINING / ADULTS

FOOD PANTRY

ANNUAL HEALTH FAIR

WEEKLY EXERCISE CLASSES

LOCAL LAW ENFORCMENT QUARTERLY ACTIVITIES/COMMUNITY ENGAGEMENT
NOTARY SERVICES

BOOK CLUBS, POTLUCKS, HOLIDAY CELEBRATIONS
SCHOLARSHIP PROGRAMS & ON-SITE RESIDENTS SERVICES COORDINATOR



December 27, 2021

RE: 3320 E Rancier Ave, Killeen, Texas (Parcel ID #385537)

To Whom It May Concern:

This is to advise that the zoning and use of the above-captioned premises is governed by the laws and regulations of the City of Killeen. This property is zoned R-3 (Multi-Family Residential District). The R-3 zoning district is an inactive zoning district. This district allows single-family, two family (duplex) and multifamily residential dwelling units. All properties with an R-3 district zoning shall continue to be allowed to be used, until such time as the property is rezoned by action initiated by the property owner or by the city.

- (a) Uses. A building or premises in an "R-3" multifamily residential district shall be used only for the following purposes:
 - (1) Any use permitted in district "R-2."
 - (2) Multifamily dwellings.
 - (3) Boarding and lodging houses.
 - (4) Dormitories for students.
 - (5) Fraternity or sorority houses.
 - (6) Institutions of a religious, educational, charitable or philanthropic nature, but not a penal or mental institution.
 - (7) Accessory buildings and uses, customarily incident to the above uses and located on the same lot therewith, not involving the conduct of a retail business.
- (b) *Inactive district*. All properties with an R-3 district zoning in effect prior to the effective date of the ordinance from which this paragraph is derived shall continue to be allowed to be used for the uses provided in this section, and regulated by the provisions of this section, until such time as the property is rezoned by action initiated by the property owner or by the city. This R-3 district shall be considered inactive as of the date of the ordinance from which this paragraph is derived [February 9, 2010] and, as such, no new applications for an R-3 zoning shall be accepted or considered by the city following said date.

For regulations regarding building laws, rules, granted variances and regulations, please contact the City of Killeen, Building Official at (254) 501-7605.

Further research can be accomplished through open records requests (additional charges apply for printed materials) or by visiting the City's website at www.killeentexas.gov. The website includes the City's Code of Ordinances as well a GIS site that will help you obtain property information. The City cannot comment on whether there are any existing non-conforming uses or undocumented code violations. If you would like to ascertain whether or not this property has any code violation cases pending, please contact the City's Code Enforcement Division at:

City of Killeen Code Enforcement Division

Mailing Address: P. O. Box 1329, Killeen, Texas 76540

Office Number: (254) 501-7601 Fax Number: (254) 501-6302

If you have any questions about the information provided, please do not hesitate to call 254-501-7631.

Sincerely,

Kristina Strickland

Kristina Strickland Assistant Planner Planning & Development Services Department

Bell CAD Property Search

Property ID: 385537 For Year 2021

♥ Map



Property Details

Account

Property ID:

385537

Legal Description:

ZIDELL ADDITION NO 2, BLOCK 001, LOT PT 002A, (2A, LESS W 12'), ACRES

4.265

Geographic ID:

0245872007

Agent:

CANTRELL MCCULLOCH INC

Туре:

Real

Location

Address:

3320 E RANCIER AVE KILLEEN, TX

Map ID:

29B06

Neighborhood CD:

LKIL01TRN

Owner

Owner ID:

92252

Name:

ZIDELL ENTERPRISES LTD

Mailing Address:

5421 ALPHA RD STE 200

DALLAS, TX 75240-4589

% Ownership:

100.0%

Exemptions:

For privacy reasons not all exemptions are shown online.

GF 9000702100287

EARNEST MONEY CONTRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BELL

This Earnest Money Contract ("Agreement") is made by and between ZIDELL ENTERPRISES, LTD, a limited partnership, (hereinafter referred to as "Seller"), and SUPERURBAN REALTY VENTURES, LLC, a Texas limited liability company, or its assigns (hereinafter referred to as "Purchaser"), upon the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree:

ARTICLE L PURCHASE AND SALE

Upon satisfaction of the conditions herein, Seller will sell and convey, and Purchaser will purchase and pay for the real property described as follows:

An approximately 4.265 +/- acre tract consisting of the following Bell County lot(s), ZIDELL ADDITION NO 2, BLOCK 601, LOT PT 002A, (2A, LESS W 12'), ACRES 4.265; which is located at 3320 E. Rancier, Killeon, Texas and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

The conveyance shall be together with all and singular the rights, appurtenances and entitlements pertaining to the property, including the Seller's right, title, and interest in any utilities, adjacent streets on which the property fronts (all of such real property, rights, and appurtenances being hereinafter referred to as the "Property"), for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

PURCHASE PRICE

- 2.01 Amount of Purchase Price. The purchase price for said Property shall be EIGHT HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$825,000.00) the "Purchase Price".
 - 2.02 Adjustment to Purchase Price. None
 - 2.03 Payment of Purchase Price. The entire Purchase Price shall be payable in cash at the closing.

ARTICLE III. EARNEST MONEY

3.01 Purchaser must deposit with Fidelity National Title Agency Inc., 5339 Spring

the second

Valley Road, Dallas, Texas 75254, Attention: Nancy Patterson, and hereinafter referred to as the "Title Company", a cash sum (the "First Earnest Money Deposit") in the amount of \$20,000.00 not later than two (2) days after the Effective Date, which shall be credited to the Purchase Price if this transaction closes. Upon receipt of the First Earnest Money Deposit, the Title Company shall immediately pay to Seller \$10,000.00 which shall be non-refundable to Purchaser under any circumstances other than Seller's default.

- 3.02 If Purchaser has not terminated this Agreement on or before the end of the First Feasibility Period described in Section 5.04 below, the remaining \$10,000.00 of the First Earnest Money Deposit shall be immediately paid to Seller by the Title Company, and such amount shall be non-refundable and shall be credited to the Purchase Price if this transaction closes. Purchaser shall be required to deposit \$10,000.00 with the Title Company (the "Second Earnest Money Deposit") on or before the last day of the First Feasibility Period.
- 3.03 If Purchaser fails to terminate this Agreement by the last day of the Second Feasibility Period, the Second Earnest Money Deposit shall be immediately paid to Seller by the Title Company, which shall also be credited to the Purchase Price and shall be non-refundable to Purchaser under any circumstance other than Seller's default.
- Each time that Purchaser further extends the Feasibility Period as set forth in Section 5.04 below, Purchaser shall deposit an additional \$10,000.00 as Earnest Money prior to the first day of each successive Feasibility Period, and all Earnest Money previously deposited with the Title Company shall be delivered by the Title Company to Seller and shall be nonrefundable to Purchaser under any circumstance other than Seller's default. All amounts deposited with the Title Company by Purchaser hereunder shall be collectively referred to as the "Earnest Money."

ARTICLE IV. CONDITIONS TO PURCHASER'S OBLIGATIONS

- The Property is currently zoned for multifamily; however, the Seller shall cooperate with Purchaser in the re-platting, site-planning or re-zoning processes with the City of Killeen / Bell County, if and when reasonably necessary, in order to effectuate any required city permits for closing. Any such re-platting, site-planning or re-zoning fees will be at Purchaser's cost.
- 4.02 A re-zoning, re-platting, or site-planning application shall be signed by Seller to accommodate a multi-family residential development, with Seller approval, not to be unreasonably withheld, taking effect on or after the Closing Date. The parties acknowledge and agree that Seller will cooperate with Purchaser in connection with such applications, but no re-zoning or re-platting will become effective with respect to the Property unless and until the closing of this transaction occurs.
- Title Insurance Commitment. The parties hereby instruct the Title Company to 4.03 deliver to Purchaser and Seller (and the Surveyor) within twenty (20) days after the Effective Date, a title commitment covering the Property indicating all exceptions, if any, to Seller's title (the "Title Commitment") and binding the Title Company to issue at the closing an Owner's Policy of Title Insurance issued by Fidelity National Title Insurance Company on the standard form of policy prescribed by the Texas Department of Insurance and in the full amount of the Purchase



Price, together with legiblecopies of all documents constituting exceptions to Seller's title (the "Exception Documents").

- 4.04 Survey. It is agreed that following execution of this Agreement, Purchaser shall obtain anupdated survey at Purchaser's expense (the "Survey"). The parties hereto agree that the metes and bounds description of the Property prepared by the surveyor, once approved by the Title Company, shall be substituted for Exhibit "A" attached to this Agreement.
- 4.05 Survey and Title Review. Purchaser shall have ten (10) days (the "Title Review Period") after receipt of the Survey, the Title Commitment and the Exception Documents to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Title Commitment or the Survey. Any item contained in the Title Commitment, the Exception Documents or the Survey to which Purchaser does not object during the Title Review Period shall be deemed a "Permitted Exception."
- 4.06 <u>Cure or Removal of Unpermitted Exceptions and Encumbrances</u>. If Purchaser delivers to Soller written objections within ten (10) days after receipt of the Survey, Title Commitment and the Exception Documents, Seller shall in good faith attempt to cure (but has no obligation to cure) the objections prior to Closing. If by Closing, Seller, in good faith, is unable to cure such defects, then Purchaser as its sole remedy may either (i) terminate this Agreement with no refund of the Earnest Money or (ii) waive the objections and accept such title as Seller is able to convey (with each uncured objection being also deemed a Permitted Exception).

ARTICLE V. CONDITION OF PROPERTY AND FEASIBILITY PERIOD

- 5.01 Seller shall deliver possession of the premises to Purchaser in its present condition "AS IS, WHERE IS AND WITH ALL FAULTS."
- 5.02 IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING CONVEYED "AS IS, WHERE IS AND WITH ALL FAULTS". THE OCCURRENCE OF THE CLOSING SHALL CONSTITUTE AN ACKNOWLEDGEMENT BY PURCHASER THAT THE PROPERTY WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, AND OTHERWISE IN AN "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION BASED SOLELY ON PURCHASER'S OWN INSPECTION THEREOF AND THE PROVISIONS OF THIS PARAGRAPH HEREIN, AS WELL AS THE FOLLOWING PARAGRAPH WHICH PARAGRAPH SHALL BE INCORPORATED INTO THE DEED CONVEYING SUCH PROPERTY:

SELLER CONVEYS THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS." SELLER DISCLAIMS ALL EXPRESS WARRANTIES (OTHER THAN THE WARRANTY OF TITLE CONTAINED HEREIN), ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. SELLER DISCLAIMS ALL



REPRESENTATIONS OTHER THAN FOR THOSE SET FORTH IN THIS EARNEST MONEY CONTRACT FOR THIS PROPERTY.

- 5.03 PURCHASER ACKNOWLEDGES THAT PURCHASER SHALL PULLY INSPECT THE PROPERTY AND THAT NO STATEMENT OR DECLARATION, REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, HAS BEEN MADE BY SELLER, OR BY ANY OFFICER, EMPLOYEE, AGENT OR SALES REPRESENTATIVE OF SELLER TO PURCHASER CONCERNING ANY MATTER RESPECTING THE PROPERTY WHICH HAS BEEN RELIED ON BY PURCHASER IN ENTERING INTO THIS AGREEMENT OR WHICH HAS FORMED AN INDUCEMENT TO PURCHASER TO ENTER INTO THIS AGREEMENT.
- 5.04 <u>Feasibility Period</u>. Purchaser may terminate this Agreement for any reason on or before July 31, 2022by providing Seller written notice of termination subject to the conditions set forth below. The period from the Effective Date of this Agreement through the 90th day after the Effective Date shall be referred to as the "First Feasibility Period." Each 30 day period thereafter shall be referred to as the "Second Feasibility Period," the "Third Feasibility Period," etc. continuing through July 31, 2022. All such periods shall be collectively referred to herein as the "Feasibility Period."
- (a) If this Agreement is terminated by Purchaser on or before the end of the First Feasibility Period, the First Earnest Money Deposit will be refunded to Purchaser less \$10,000.00 that Seller will retain as independent consideration for Purchaser's unrestricted right to terminate during this time.
- (b) If this Agreement is terminated by Purchaser after the First Feasibility Period but before the end of the Second Feasibility Period, the \$10,000.00 Second Earnest Money Deposit made by Purchaser on the 90th day will be refunded to Purchaser. All previous deposits of the Earnest Money will be retained by Seller. If Purchaser fails to terminate this Agreement prior to the end of the Second Feasibility Period, the Second Earnest Money Deposit will become nonrefundable and shall be paid to Seller.
- (c) On the day prior to the beginning of each successive 30 day period within the Feasibility Period, Purchaser shall be required to deposit an additional \$10,000.00 of Earnest Money with the Title Company, and all previous amounts of Earnest Money deposited with the Title Company shall be paid to Seller and shall be non-refundable under any circumstances other than Seller's default. The Feasibility Period will expire on July 31, 2022, and any remaining amounts of Earnest Money then held by the Title Company shall be paid to Seller, shall be non-refundable and shall be applied to the Purchase Price if this transaction closes.
 - 5.05 Representations by Seller. Seller represents and warrants the following:
 - (a) Seller has full right, title and authority to enter into this Agreement, and that no other party has any right, option, interest, or claim to all or any part of the Property, whether subject to earnest money contract, option agreement, right of first refusal, reversionary or future interests; and this Agreement, when executed and delivered by Seller and Purchaser will constitute the valid and binding agreement of Seller.



enforceable against Seller in accordance with its terms.

- (b) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder).
- (c) No party has or shall have on the Closing Date any rights in the Property, or any right to acquire the Property. Notwithstanding the foregoing, Seller has advised Purchaser that a third party holds a sign easement covering a portion of the Property that will give such third party certain rights to maintain signage on the Property beyond the Closing Date. A copy of such sign easement will be provided to Purchaser as part of the Exception Documents.
- (d) There are no tenant leases covering any part of the Property and Purchaser shall have full right to possession of the Property after closing.
- (e) There are no actions, suits, claims, assessments, or proceedings pending, or to Seller'sactual knowledge, threatened, against the Property.
- (f) From the date hereof through Closing Date, Seller will not create, nor consent to any changes in the condition of title (except as provided in (a) above), except liens that will be paid at closing.
- (g) To Seller's actual knowledge, Seller has received no notice of any alleged, threatened or actual violation of any law, ordinance or regulation.
- (h) To Seller's actual knowledge, there is no preclusion for multi-family residences, no pending condemnation or similar proceeding affecting the Property, or any portion thereof, nor does Seller have any actual knowledge that any such action is presently contemplated; nor to the actual knowledge of Seller are there any pending public improvements in, about or outside the Property that will in any manner affect access to the Property or result in additional assessments against the Property.
- (i) No attachment, execution, assignment for the benefit of creditors, receivership, conservatorship or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relieve laws has been filed by or against Seller or the Property nor to Seller's actual knowledge is any such action contemplated or pending by or against Seller or the Property.
- (j) To Seller's actual knowledge, Seller has not caused or permitted any Hazardous Materials to be used, generated, released, discharged, stored, disposed, placed, handled or transported on, under, in, above, to or from the Property or any part thereof. For the purposes of the foregoing representations and warranties. (i) "Hazardous Materials" shall mean any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response,



Compensation and Liability Act of 1980 (42 U.S.C. §9602 et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) underground storage tanks, whether empty, filled or partially filled with any substance; (vi) any substance the presence of which on the Property is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions; and (vii) any other substance which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions require special handling or notification in its collection, storage, treatment or disposal.

- (k) From and after the Effective Date hereof and prior to the Closing Date, Seller shall not, without Purchaser's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned), execute or enter into any development, restrictive covenant agreements, leases, licenses, easements or other material contracts or agreements of any kind or nature affecting the Property, or any portion thereof.
- 5.06 THE PROVISIONS OF THIS SECTION V SHALL SURVIVE THE CLOSING AND THE DELIVERY OF THE DEED FOR A PERIOD OF TWELVE (12) MONTHS.

ARTICLE VI. PURCHASERS' REPRESENTATIONS

- 6.01 Purchaser has taken all corporate and other action necessary to approve and effect the transaction contemplated hereby and authorize execution of this Agreement by the individuals who are executing it. Purchaser is a duly formed and validly existing business in the jurisdiction where the Property is located.
- 6.02 The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of or constitute a default under, the Purchaser's organizing document, any agreement of Purchaser or any instrument to which Purchaser is a party or by which Purchaser is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

ARTICLE VII. CLOSING

7.01 Closing shall occur at the Title Company's office on or before 30 days after the expiration of the Feasibility Period (the "Closing Date"). General real estate taxes for the year of closing relating to the Property shall be prorated as of the Closing Date. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the most recently approved tax rates applied to the latest assessed valuation and adjusted when actual figures are available. There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds. Seller will pay any "rollback" taxes assessed for the periods prior to closing, and pay or credit to Purchaser Seller's pro-rata share of taxes for the year of closing. Purchaser shall assume the payment of taxes for the year of closing, and thereafter.



- 7.02 Extension of Closing Date. Purchaser shall have the right to extend the Closing Date for four (4) additional periods of thirty (30) days each for a fee of \$25,000.00 ("Extension Fee") per extension period. All Extension Fees shall be paid to the Title Company and shall be immediately released to Sellerand non-refundable but applicable to the Purchase Price.
- 7.03 All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
 - (a) Surveys and studies commissioned by Purchaser to be paid by Purchaser.
 - (b) Purchaser's owner's title policy shall be paid by Seller for a title insurance policy with an insured face value of the Purchase Price. Any endorsements or revisions requested by Purchaser shall be paid for by Purchaser.
 - (c) Recording fees paid by Purchaser.
 - (d) Title Company charges for escrow fees and messenger fees to be paid fifty percent (50%) by Seller and fifty percent (50%) by Purchaser. Incidental fees and fees incurred to remove standard exceptions from the title policy to be paid by Purchaser; tax certificates to be paid by Seller.
 - (e) All costs and fees associated with platting and re-zoning of the Property shall be paid by Purchaser.
- 7.04 Seller's Responsibilities. The obligations of Purchaser hereunder shall be subject to the delivery to Purchaser at Closing, of the following documents, all of which shall be fully executed at Seller's sole cost and expense:
 - (a) A commitment for an Owner's Policy of Title Insurance for the Property issued by the Title Company in the full amount of the Sales Price, dated as of the Closing Date, insuring Purchaser's fee simple title to the Property and access easements associated with the Property to be good and indefensible subject only to the Permitted Exceptions, and the standard printed exceptions contained in the usual form of the Title Policy.
 - (b) Special Warranty Deed in the form and substance substantially similar to that attached hereto as <u>Exhibit B</u> conveying to Purchaser the Property, subject only to the Permitted Exceptions and such additional encumbrances as Purchaser shall agree upon.
 - (c) A Non-Foreign Certificate in accordance with Section 1445 of the Internal Revenue Code.
 - (d) Reasonable evidence (satisfactory to the Title Company) of Seller's capacity and authority for closing this transaction.



(e) Other documents reasonably requested by the Title Company as administrative requirements for closing this transaction.

7.05 <u>Purchaser's Responsibilities</u>. On the Closing Date, Purchaser shall deliver to Seller, at Purchaser's sole cost and expense, the following:

- (a) The Purchase Price of the Property paid in "good funds".
- (b) Reasonable evidence (satisfactory to the Title Company) of Purchaser's capacity and authority for closing this transaction.
- (c) Other documents reasonably requested by the Title Company as administrative requirements for closing this transaction.

ARTICLE VIII. BREACH BY SELLER

In the event of a breach of this Agreement by Seller, and such breach is not cured within thirty (30) days after Seller receives written notice of such breach, Purchaser's only remedy against Sellershall be (i) the return to Purchaser of the Purchaser's Earnest Money and any Extension Fees, if applicable, or (ii) enforce specific performance of this agreement. Purchaser waives all other rights, remedies and damages. If Purchaser shall choose to have the Earnest Money and any Extension Fees, if applicable, refunded, Seller shall deliver to Purchaser an executed release within five (5) days of demand on a form approved by the title company, releasing the Title Company and Purchaser from all known and unknown liabilities and claims, including claims to the Earnest Money and directing the Title Company to pay the Earnest Money and Extension Fees, if applicable, to Purchaser. Purchaser shall likewise, execute such release, releasing Seller from all known and unknown claims. If Seller fails to timely and duly execute such a release to Purchaser within five (5) days of demand, Purchaser shall be entitled to elect and recover other damages and/or remedies.

ARTICLE IX. BREACH BY PURCHASER

In the event of a breach of this Agreement by Purchaser, Seller's only remedy against Purchaser shall be the payment to Seller of the Earnest Money and any paid Extension Fees, which shall be paid to Seller as Seller's sole remedy, provided that Purchaser delivers to Seller within five (5) days of demand, all surveys, reports and studies relating to the Property and an executed release within five (5) days of demand on a form approved by the title company, releasing the Title Company and Seller from all known and unknown liabilities and claims, including claims to the Earnest Money, Extension Fees and/or the Property and directing the Title Company to pay the Earnest Money and any Extension Fees to Seller. Seller shall likewise, execute such release, releasing Purchaser from all known and unknown claims. Seller waives all other rights, remedies and damages.



ARTICLE X. BROKERAGE PEES

All brokerage fees will be paid by the Seller. At the closing of this sale, Seller will pay Cooperating Broker (defined on Exhibit C) a total cash fee of 3% of the sales price. The cash fees will be paid in Bell County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing. See attached - Exhibit C - Broker Info Sheet.

ARTICLE XI. MISCELLANEOUS

Assignment of Contract

Purchaser shall have the right to assign this Agreement.

Notices

All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing by either: (i) personally delivered to the intended recipient; (ii) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified on the signature page hereof; (iii) delivered in person to the address set forth on the signature page hereof for the party to whom the notice was given; (iv) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, addressed to such party at the addresse specified on the signature page hereof; or (v) sent by e-mall and facsimile provided that receipt for such facsimile is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Notices shall be effective on the date of delivery or receipt, or if delivery is not accepted, on the sarlier of the date that delivery is refused or three (3) days after the notice is mailed. For purposes hereof, the addresses of the parties for all notices are as set forth on the signature pages hereof (unless changed by similar notice in writing given by the particular person whose address is to be changed).

Texas Law to Apply

This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bell County, Texas.

Parties Bound

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this contract.

Prior Agreements Superseded

This Agreement between Seller and Purchaser, constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.



Effective Date

Time is of the essence hereof. For purposes of calculation of all time periods mentioned herein, the effective date of this Agreement (the "Effective Date") shall be the date upon which the Title Company receipts for a fully executed copy of this Agreement.

Compliance

In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or have the abstract covering the Property examined by an attorney of its own selection.

Holidays

In the event that the date upon which any duties or obligations hereunder to be performed shall occur upon a Saturday, Sunday or legal holiday, then, in such event, the due date for performance of any duty or obligation shall thereupon be automatically extended to the next succeeding business day.

Counterpart Execution

To facilitate execution, this Agreement may be executed in as multiple counterparts. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Copies of signature pages to this Agreement are effective as original signatures.

[Remainder of page intentionally left blank.]



SELLER:

ZIDELL ENTERPRISES, LTD. S GP., UC

Marine: WICHATE ZIDELL Title: V. PAESIDEUT

ADDRESS OF SELLER: 5421 ALPHA RD, SUITE 200 DALLAS, TX 75240

Phone: E-Mail:

PURCHASER:

SUPERURBAN REALTY VENTURES, LLC

By: Manager Manager

ADDRESS OF PURCHASER

Attention: Jervon Harris SuperUrban Realty Ventures, LLC 5416 Palmer Street Houston, TX 77004

Phone: 713-503-4477

E-Mail: jervonharris@yahoo.com



EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

BEING A 4.288 ACRE TRACT OF LAND IN THE A DICKSON SURVEY, ABSTRACT NO. 286, BELL COUNTY, TEXAS, BEING PART OF LOT 2A BLOCK 1, 30GLL ADDITION NO. 2, SEING A REPLAY OF PART OF LOT 2, BLOCK 1, 20GLL ADDITION NO. 1, AN ADDITION IN THE CITY OF MILLERY, TEXAS AS RECORDED IN CABINET D. SLIDE 114—A. PLAY RECORDS, BELL COUNTY, TEXAS, AND BEING MORE

BEGINNING AT A 3/5" IRON ROD FOUND WITH MILLEEN BING, CAP IN THE SOUTH MARCH OF RANCIER AVENUE, SAID ROD BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO DISM TRINITY CAPITAL MANAGEMENT LLC AS RECORDED IN INSTRUMENT NO. 2019—00040609, SAID COUNTY RECORDS, AND BEING THE NORTHWEST CORNER OF THE REMAINDER OF LOT 2A FOR THE NORTHWEST CORNER OF THE REMAINDER OF LOT 2A FOR THE

THENCE, S 75' SQ! 30" E, 254.67 FEET (S 70' 34' 10" E - PLATA WITH THE SOUTH MARGIN OF RANCER AVENUE, THE NORTH LINE OF LOT 2A AND THE MORTH LINE OF THE HEREM DESCRIED TRACT TO A 1/2" FROM ROD SET WITH NELLESS SND, CAP, SAID ROD BEING IN THE WEST LINE OF WELLS SUPER COM ADDITION AS RECORDED IN CASHET A, SLIDE SO-D, SAID PLAY RECORDS, AND BEING THE NORTHEAST CORNER OF SAID LOT 2A FOR THE MORTHEAST CONNER OF THE HEREM DESCRIBED TRACT;

THENCE, S 16' 42' 50" W. 756.12 FEET (S 18' 41' 30" W. 756.12 FEET - PLAT). WITH THE WEST LINE OF WELLS SUPER COM ADDITION AND THE WEST LINE OF LOT 1, BLOCK 1, ZEDELL ADDITION NO. 1 AS RECORDED IN CARRET C, SLEE 9-0, SAID PLAT RECORDS, WITH THE EAST LINE OF LOT 2A AND THE EAST LINE OF THE MEREN DESCRIBED TRACT TO A POINT IN THE NORTH LINE OF COLOMAL HIDDITS 1ST EXTENSION AS RECORDED IN CARRET 8, SLIDE 248-8, SAID PLAT RECORDS, BEING THE SOUTHEAST CORNER OF LOT 2A FOR THE SOUTHEAST CORNER OF BELIEVEN DESCRIBED TRACT;

THENCE, M 73" 34" 28" W, 280,78 FEET (M 70" 36" 10" W - PLAT), WITH THE NORTH LINE OF EMD COLONIAL HEIGHTS 1ST EXTENSION, THE SOUTH LINE OF LAD COLONIAL HEIGHTS 1ST EXTENSION, THE SOUTH LINE OF LAD SEED THAT THE SOUTHEAST CORNER OF THE MERCH DESCRIBED TRACT TO A 3/8" INON ROD FOLKION THE SOUTHWEST CORNER OF THE REMAINDER OF LOT 2A FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EAST LINE OF SAID DOLL TRINGTY TRACT, THE WEST LINE OF THE REMANDER OF LOT 24 AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING SEASINGS AND DISTANCES:

1. N 17" 11" 14" E, 183.32 FEET TO A 3/8" IRON BOD FOUND WITH KILLEEN ENG. CAP:
2. S 72" 46" 48" E, 24.00 FEET TO A 3/8" IRON BOD FOUND WITH KILLEEN ENG. CAP:
3. N 17" 11" 14" E, 185.00 FEET TO A 3/8" IRON BOD FOUND WITH KILLEEN ENG. CAP:
4. N 72" 48" 48" W, 24.00 FEET TO A 3/8" IRON BOD FOUND WITH KILLEEN ENG. CAP:
5. N 17" 11" 14" E, 44.00 FEET TO A 3/8" IRON BOD FOUND WITH KILLEEN ENG. CAP:
6. S 72" 48" 48" E, 24.00 FEET TO A 3/8" IRON BOD FOUND WITH KILLEEN ENG. CAP:
7. N 17" 11" 14" E, 258.00 FEET TO A 3/8" IRON BOD FOUND WITH KILLEEN ENG. CAP:
8. N 72" 48" 48" W, 24.00 FEET TO A 3/8" IRON BOD FOUND WITH KILLEEN ENG. CAP:
9. N 17" 14" W, 133.00 FEET TO THE POINT OF BEGINNING.



EXHIBIT "B"

SPECIAL WARRANTY DEED

8

THE STATE OF TEXAS

COUNTY OF BELL		KNOW ALL MEN	BY THESE PRESENTS
consideration of the consideration, the re	sum of TEN AND NO sceipt and sufficiency of and CONVEYED, and (herein called "Gran	M100 DOLLARS (\$1 of which are hereby by these presents do tee"), Grantee's add	called "Grantor"), for and in 0.00) and other good and valuable acknowledged and confessed, has ones GRANT, SELL and CONVEY tress for the purposeshereof being gether with all improvements and
any right, title and in	con, and all rights and a sterest of Grantor in an	appurtenances pertained to any andall road	sing to such real property, including s or streets affecting, benefiting or property, and any strips or gores of

See Exhibit A attached hereto.

property abutting or bounding such real property (collectively, the "Property"), to-wit:

This conveyance is made by Grantor and accepted by Grantee subject to any easements, conditions, mandatory homeowners assessments and/or restrictions of record affecting the title to the Property to the extent such matters are validly existing and are applicable to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its successors, assigns and legal representatives forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEPEND all and singular the Property unto Grantee, its successors, assigns and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereto by, through or under Grantor but not otherwise, subject, however to the Permitted Exceptions.

GRANTOR CONVEYS THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS." GRANTOR DISCLAIMS ALL EXPRESS WARRANTIES (OTHER THAN THE WARRANTY OF TITLE CONTAINED HEREIN), ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. GRANTOR DISCLAIMS ALL REPRESENTATIONS OTHER THAN FOR THOSE SET FORTH IN THE EARNEST MONEY CONTRACT FOR THIS PROPERTY.



between Grantor and Grantee, and p the Property is hereby assumed by (of the acknowledgment hereto, and delive	subsequent years fo
	GRANTOR:	
	ZIDELL ENTERPRISES L'	TD.
	By:	
STATE OF TEXAS §		
This instrument was acknown	owledged before me on	, 2022, by
on behalf of said	of	
	Notary Public, State of T	exas

EXHIBIT C

The Brokers to this sale are:

Principal Broker: N/A	Cooperating Broker: Turner Behringer Real
Agent: N/A	Estete, LLC
Address:	Agent: Brad Wetzel
Phone:	Address: 1224 Austin Ave Ste 330 Waco, TX
Email:	76701
License No:	Phone: 254-709-9703
	Email: brad@tbretexas.com
Seller is not represented by a broker.	License No: 9007476 / 694170
	Cooperating Broker represents Buyer only.

At the closing of this sale, Seller will pay: Cooperating Broker a total cash fee of: 3% of the sales price. The cash fees will be paid in Bell County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

MAN

RECEIPT OF CONTRACT AND EARNEST MONEY

GF: 9000702100287

Seller: Zidell Enterprises, Ltd., a Texas limited partnership

Purchaser: Superurban Realty Ventures, LLC, a Texas limited liability company

Property: @4.265 acres, Bell County, Texas, commonly known as 3320 E. Rancier,

Killeen, Texas

Receipt of X Contract date: November 23, 2021

Receipt of X \$20,000.00 Earnest Money date: November 24, 2021

Escrow Agent:

By: Fidelity National Title

Email: nppdallas@aol.com

Address: 5339 Spring Valley Road

Telephone: (972) 248-7992

City: Dallas

State: TX

Zip: 75254

Facsimile: (972) 248-3751

Property Information	
Project Name	East Avenue Crossing - Family
Location	Killeen, TX
County/MSA	Bell
New Construction/Rehab	New Construction
Development Type	Family
Number of Units	96
Credit Type	%6
Annual LIHTC (Federal)	\$2,000,000
Annual LIHTC (State)	0\$
First Year Credit	2024
Total Development Cost	\$21,377,004
Estimated Closing Date	1/1/2023

Jnit Mix				
Unit Type	Targeted AMI %	f of Units	Avg. Unit SF	Rent
1BD/1ba	30%	o	009	\$304
1BD/1ba	50%	o	009	\$546
1BD/1ba	%C9	0	009	\$668
1BD/1ba	MKT	0	009	\$728
1BD/1ba	30%	9	672	\$304
1BD/1ba	50%	14	672	\$546
1BD/1ba	63%	4	672	\$668
1BD/1ba	MKT	0	672	\$728
2BD/2ba	30%	2	855	\$358
2BD/2ba	30%	22	855	\$649
2BD/2ba	%09	24	855	\$795
2BD/2ba	MKT	0	855	\$874
3BD/2ba	30%	2	1125	\$406
3BD/2ba	50%	N	1125	\$743
3BD/2ba	909	20	1125	\$911
3BD/2ba	MKT	0	1125	\$1,009
Total/Avg		96	877	\$695
Gross Annual Rent Potential	ential			\$800,784

Potential Gross Rental Income	\$800,784
Annual Other Income	\$28,800
Total Gross Rental Income	\$829,584
Less Residential Vacancy & Loss @ 7.50%	\$62,219
Commercial Income	0\$
Less Commercial Vacancy	0\$
Effective Gross Income	\$767,365
Add Operating Reserve	0\$
Less Operating Expenses	\$490,264
Net Operating Income	\$277,101
Less Mandatory Debt Service	\$230,897
Remaining Cash Flow	\$46,204
Debt Coverage Ratio	1.20
Operating Expense Ratio	63.89%

Stabilized Operations

Applicant has reached out to various organizations, churches, and civic clubs in the community and at this time anticipates up to four community support letters to add to this application. Applicant looks forward to submitting those letters and creating additional support for this development.

Applicant has been in communication with Councilmember Jessica Gonzalez and is currently working on scheduling a meeting.



We build strength, stability, self-reliance and shelter.

January 6, 2022

Mr. Bobby Wilkinson, Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941

RE: 2022 Application to the Texas Department of Housing and Community Affairs for an Allocation of Low-Income Housing Tax Credits to Construct East Avenue Crossing in Killeen, Texas, TDHCA Application #22082

Dear Mr. Wilkinson,

I'd like to take a moment to express Fort Hood Area Habitat for Humanity's support for the East Avenue Crossing housing development, TDHCA application No. 22082, located at 3318 E. Rancier Drive, Killeen, Texas in Bell County. This application is being submitted to the Texas Department of Housing and Community Affairs by CSH East Avenue Crossing, Ltd.

As both the City of Killeen and Bell County continue to grow, there is a greater need for affordable housing at affordable rental rates. This community is in dire need of more affordable solutions for the continued attraction of servicemembers choosing Central Texas (Bell County region) as their permanent home, after service. Affordable housing solutions also attract new industry and sustain businesses we have in the area. East Avenue Crossing could provide a new, safe and affordable housing option for the community to live. Overall, the well-being of all members in the community is critically important to growth and long-term sustainability for our community.

The Fort Hood Area Habitat for Humanity is a 501c(3) Texas nonprofit corporation, located at 2601 Atkinson Avenue, Killeen, TX 76543. As part of the neighborhood and community in which East Avenue Crossing will be located, we strongly support this application for tax credits because of our community's great need for quality affordable housing at affordable rental rates. Ultimately, we look forward to seeing this project developed.

phone: (254) 680-4007

email: habitat@fhahfh.org

Sincerely,

Ken Cates U.S. Army (ret)

CEO



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East Avenue Crossing - Family 15-Year Pro forma		ı	ı	ı	ì	1	į		ı		ı	ı	ı	ì		
Year Number	Lease-up, 1	2000	8 000	*	¥3 6	9	7	as	6	01	ជ	12	13	14	15	18
Income from Operations	4707	6707	2020	2021	2028	K029	2030	2031	2032	2033	2034	2035	2038	2037	2038	2039
Potential Gross Rental Income	\$800,784	\$816,800	\$833,136	\$849,798	\$866,794	\$884,130	\$901,813	\$919.849	\$938.246	\$957.011	\$976.151	\$995,674	\$1 015 5R8	\$1 035 899	\$1 056 617	61 077 750
Annual Other Income	28,800	29,376	29,964	30,563	31.174	31,798	32,433	33,082	33,744	34,419	35,107	35,809	36.525	37.256	38 001	38.761
Total Gross Rental Income	829,584	846,176	863,099	880,361	897,968	915,928	934,246	952,931	971,990	991,430	1,011,258	1,031,483	1.052,113	1.073.155	1.094.618	1.116.511
Less Residential Vacancy & Loss	(62,219)	(63,463)	(64,732)	(66,027)	(67,348)	(68,695)	(70,068)	(71,470)	(72,899)	(74,357)	(75,844)	(77,361)	(78.908)	80.487	(82 096)	(83.738)
Commercial Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(00
Less Commercial Vacancy 10 00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0 0
Utility Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Effective Gross Income from Operations	767,365	782,713	798,367	814,334	830,621	847,233	864,178	881,461	160,888	917,072	935,414	954,122	973,205	992,669	1,012,522	1,032,773
Operating Expenses																
Operating Expenses Before RR and RE Taxes	395,587	407,110	418,971	431,181	443,750	456,688	470,008	483,719	497,834	512,364	527,323	542,721	558.574	574.893	591.693	608 988
Real Estate Taxes	70,677	72,797	74,981	77,230	79,547	81,934	84,392	86,923	89,531	92,217	94,984	97,833	100,768	103,791	106.905	110 112
Less Real Estate Tax Abatement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Operating Expenses Before RR	466,264	479,907	493,952	508,411	523,297	538,622	554,399	570,643	587,365	604,582	622,306	640,555	659,342	678,684	698,598	719,100
Cash Flow After Operations																
Net Operating Income Before RR	301,101	302,806	304,415	305,923	307,324	308,611	309,778	310,819	311,725	312,491	313,108	313,568	313,863	313,985	313,924	313,672
Less RR	(24,000)	(24,720)	(25,452)	(26,225)	(27,012)	(27,823)	(28,657)	(29,517)	(30,402)	(31,315)	(32,254)	(33,222)	(34,218)	(35,245)	(36,302)	(37,391)
Net Operating Income Before Debt Service	277,101	278,086	278,953	279,698	280,312	280,789	281,121	281,302	281,323	281,176	280,854	280,346	279,645	278,740	277,622	276,281
EGI to Operating Expense Ratio	1.57	1.55	1.54	1.52	1.51	1.50	1.48	1.47	1.46	1.44	1.43	1.42	1.40	1.39	1.38	1.37
Hard Debt Payments	230,897	230,897	230,897	230,897	230,897	230,897	230,897	230,897	230,897	230,897	230,897	230,897	230,897	230,897	230,897	230.897
Hard Debt Service Coverage Ratio	1.20	1.20	1.21	1.21	1.21	1.22	1.22	1.22	1.22	1.22	1.22	1.21	1.21	1.21	1.20	1.20
Shortfall to (X) DSCR 115x	0	٥	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Available for the Cash Waterfall	\$46,204	\$47,189	\$48,057	\$48,801	\$49,415	\$49,892	\$50,224	\$50,405	\$50,426	\$50,280	\$49,957	\$49,449	\$48,748	\$47.843	\$46,725	\$45.384



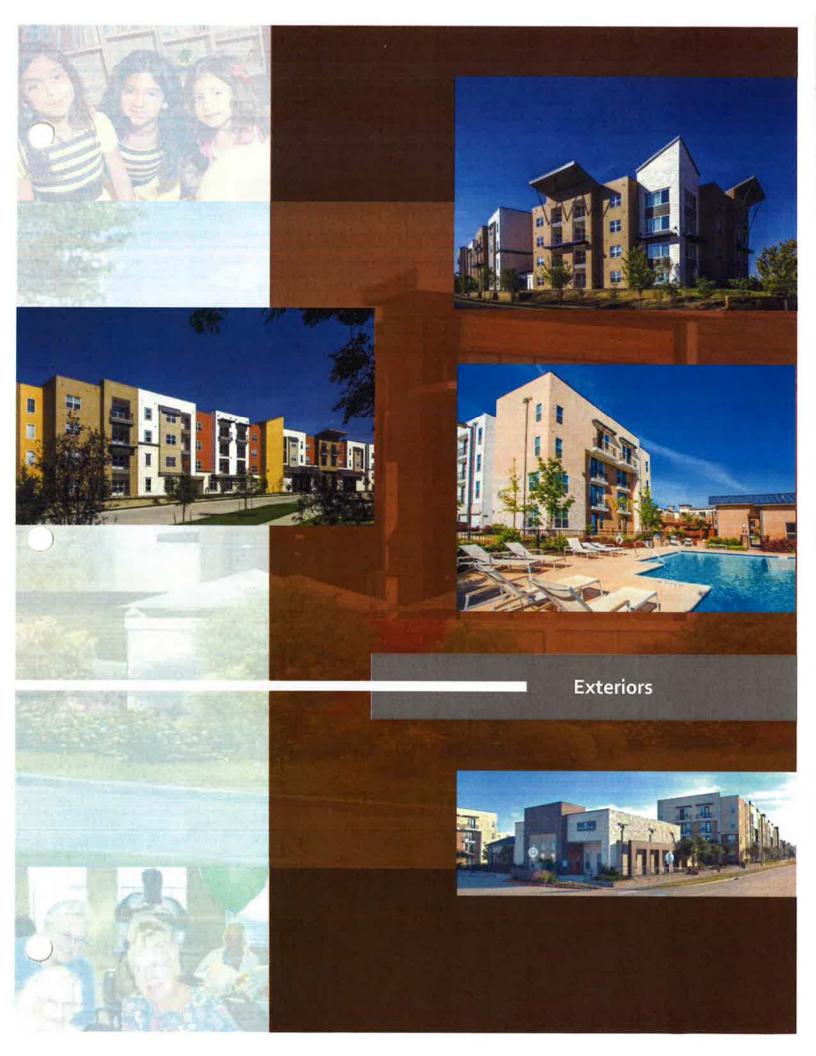
Artistry at Craig Ranch (McKinney, TX) – new constructions, 163 units Artistry at Edgestone (Frisco, TX) – new constructions, 188 units Gala at Oak Crest Estates (Euless, TX) – new constructions, 120 units Gala at Four Corners (Houston, TX) – new constructions, 90 units Gala at Melissa (Melissa, TX) - new constructions, 93 units Gala at Texas Parkway (Missouri City, TX) – new constructions, 86 units Jubilee at Texas Parkway (Missouri City, TX) – new constructions, 82 units Ashford Parkside (Dunwoody, GA) - redevelopment, 151 units Ashford Landing (Dunwoody, GA) - redevelopment, 117 units Norman Berry (East Point, GA) - new construction, 119 units Princeton Court (College Park, GA) - new construction, 116 units HearthSide Towne Lake (Woodstock, GA) - redevelopment, 100 units HearthSide Johns Creek (Johns Creek, GA) - new construction, 90 units HearthSide Brookleigh (Brookhaven, GA) - redevelopment, 121 units HearthSide Peachtree City (Peachtree City, GA) - new construction, 96 units HearthSide Sugarloaf (Lawrenceville, GA) – new construction, 110 units MainStreet Winder (Winder, GA) - new construction, 64 units MainStreet Braselton (Braselton, GA) – new construction, 80 units Provision at Four Corners (Houston, TX) – new construction, 132 units Provision at West Bellfort (Houston, TX) – new construction, 116 units Provision at Melissa (Houston, TX) – new construction, 120 units Provision at North Valentine (Hurst, TX) – new construction, 96 units River View (Corpus Christi, TX) – new construction, 96 units Bella Vista (Alton, TX) - new construction, 120 units Riverstone (Corpus Christi, TX) - new construction, 60 units Wyndham Pointe (Columbia, SC) - new construction, 180 units Westchase Park (Fulton County, GA) - new construction, 224 units Vineyards Browns Mill (Atlanta, GA) - new construction, 210 units Brookside Park (Atlanta, GA) - new construction, 200 units Orchard Walk (Decatur, GA) - acquisition rehab, 204 units Lancaster Senior Village (Houston, TX) - new construction, 144 units Las Palomas (McAllen, TX) – new construction, 122 units Jackson Apartments (McAllen, TX) - new construction, 120 units San Juan Mission Villas (San Antonio, TX) – new construction, 102 units South Rice Apartments (Houston, TX) - new construction, 115 units Willow Creek (Alvin, TX) - acquisition rehab, 128 units Taylor Senior Village (Mission, TX) – new construction, 112 units Patriot Park (Plano, TX) – new construction, 139 units Coastal Bend Crossing (Aransas Pass, TX) – new construction, 80 units Residences at Lake Waco (Waco, TX) – new construction, go units Avenue at Sycamore Park (Fort Worth, TX) – new construction, 108 units Dian Street Villas (Houston, TX) – new construction, 108 units **Taylor Farms** (Dallas, TX) – new construction, 160 units Hillside West (Dallas, TX) – new construction, 130 units Millennium (McKinney, TX) - new construction, 164 units Post Oak (McKinney, TX) – new construction, 182 units **Skyline at Cedar Crest** (Dallas, TX) – new construction, 107 units Tomball Senior Village (Tomball, TX) – new construction, 59 units Westheimer Garden Villas (Houston, TX) – new construction, 85 units

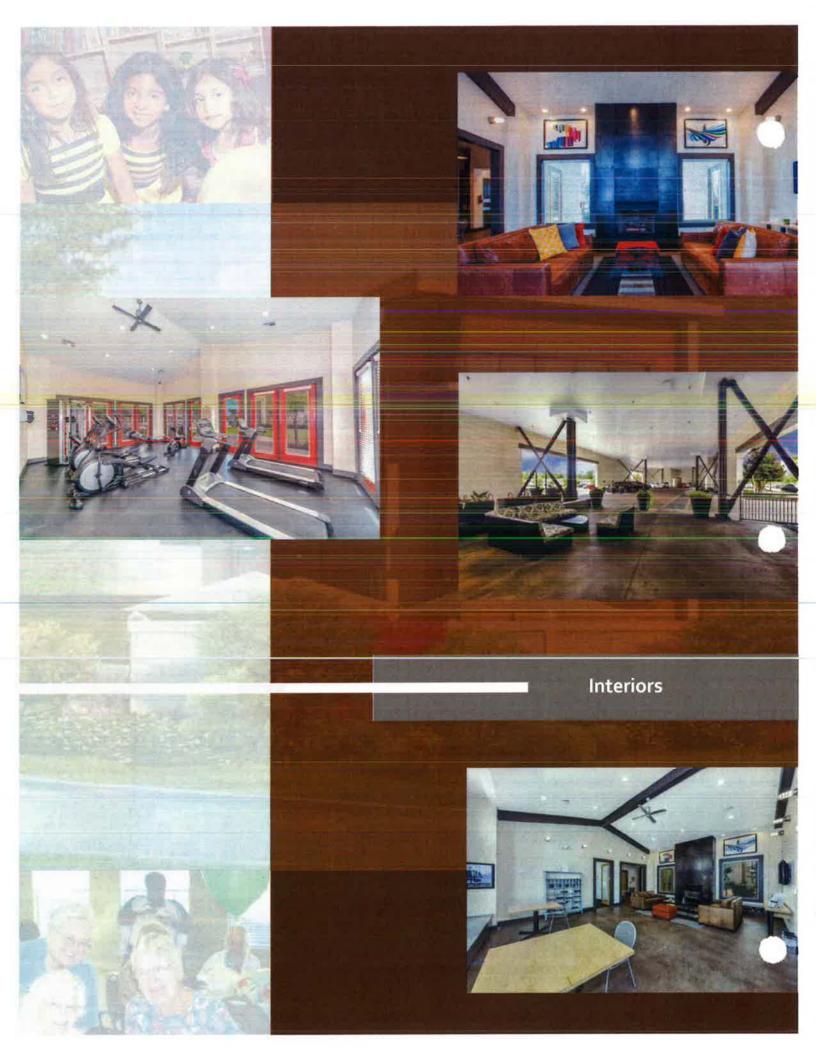
Experience

48+
developments



5,700+







GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: File/Vendor Number: Approval Date: Scheduled Expiration Date: 1472748196300 489736 21-FEB-2019 21-FEB-2023

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SUPERURBAN REALTY VENTURES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 22-FEB-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/Index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Jervon Harris

Professional Experience

Jervon Harris has over 14 years of experience in the finance, design and construction of housing communities with a broad range of development expertise gained from hands-on involvement in the planning, financing and construction of mixed income and mixed-use developments. Completed communities have included developments in Georgia, South Carolina and Texas.

An accomplished real estate developer, Jervon has served most recently as a senior executive and development partner where he has overseen development and construction of multifamily apartment and age-restricted senior living communities in Texas. He's been primarily responsible for identifying and evaluating opportunities for development of affordable (tax credit) and luxury market rate housing while managing all daily operations and overseeing all aspects of development including site selection, planning, financing, construction and lease-up.

While overseeing development operations starting in 2014, his leadership resulted in the closing of twelve (12) affordable developments funded with allocations of 9% housing tax credits and two (2) market rate senior living developments. More specifically, his efforts have contributed to ten (10) completed communities and four (4) developments under construction.

Uniquely skilled with a degree and background in civil engineering, Jervon began his career as a design engineer and project manager later becoming a development manager and then vice president of development at an Atlanta based development company where his primary responsibility was overseeing the planning, entitlement and construction phases of residential projects. He's most recently served in a leadership role acting as a senior vice president and co-developer spearheading growth and expansion into Texas. Jervon successfully managed the strategic planning process, established key relationships in the marketplace and delivered completed developments.

Jervon has track record of accomplishment every aspect entitlement, of development and construction resulting in completion multifamily and senior living communities with 3,272 units completed and 472 units currently under construction. 3,744 units total exceeding \$535M in total development cost.

Jervon is a graduate of Georgia Southern University with a degree in Civil Engineering.

Overall Development Experience

THE BELOW REPRESENT KEY INDIVIDUAL INVOLVEMENT

Senior Living Experience

- Artistry at Craig Ranch (McKinney, TX) new constructions, 163 units (\$28.79M)
- Artistry at Edgestone (Frisco, TX) new constructions, 188 units (\$41.59M)
- Gala at Oak Crest Estates (Euless, TX) new constructions, 120 units (\$15.92M)
- Gala at Four Corners (Houston, TX) new constructions, 90 units (\$20.02M)
- Gala at Melissa (Melissa, TX) new constructions, 93 units (\$18.11M)
- Gala at Texas Parkway (Missouri City, TX) new constructions, 86 units (\$17.77M)
- Jubilee at Texas Parkway (Missouri City, TX) new constructions, 82 units (\$16.99M)
- Ashford Parkside (Dunwoody, GA) redevelopment, 151 units (\$18.1M)
- Ashford Landing (Dunwoody, GA) redevelopment, 117 units (\$12.5M)
- Norman Berry (East Point, GA) new construction, 119 units (\$12.6M)
- Princeton Court (College Park, GA) new construction, 116 units (\$11.1M)
- HearthSide Towne Lake (Woodstock, GA) redevelopment, 100 units (\$15.3M)
- HearthSide Johns Creek (Johns Creek, GA) new construction, 90 units (\$13.7M)
- HearthSide Brookleigh (Brookhaven, GA) redevelopment, 121 units (\$15.7M)
- HearthSide Peachtree City (Peachtree City, GA) new construction, 96 units (\$15.4M)
- HearthSide Sugarloaf (Lawrenceville, GA) new construction, 110 units (\$17.1M)
- MainStreet Winder (Winder, GA) new construction, 64 units (\$9.8M)
- MainStreet Braselton (Braselton, GA) new construction, 80 units (\$13.1M)

Multifamily Apartment Experience

- Provision at Four Corners (Houston, TX) new construction, 132 units (\$22.62M)
- Provision at West Bellfort (Houston, TX) new construction, 116 units (\$20.84M)
- Provision at Melissa (Houston, TX) new construction, 120 units (\$21.76M)
- Provision at North Valentine (Hurst, TX) new construction, 96 units (\$18.29M)
- River View (Corpus Christi, TX) new construction, 96 units (\$14.7M)
- Bella Vista (Alton, TX) new construction, 120 units (\$16.5M)
- Riverstone (Corpus Christi, TX) new construction, 60 units (\$10.3M)
- Wyndham Pointe (Columbia, SC) new construction, 180 units (\$19.7M)
- Westchase Park (Fulton County, GA) new construction, 224 units (\$19.2M)
- Vineyards Browns Mill (Atlanta, GA) new construction, 210 units (\$18.2M)
- Brookside Park (Atlanta, GA) new construction, 200 units (\$18.7M)
- Orchard Walk (Decatur, GA) acquisition rehab, 204 units (\$20.8M)

Texas Development Experience

THE BELOW REPRESENT KEY INDIVIDUAL INVOLVEMENT

RIVERSTONE

Corpus Christi, Texas

Category: Family (Affordable)

Units: 60

Role: Development Services

Construction Complete: 2016



Alton, Texas

Category: Family (Affordable)

Units: 120

Role: Development Services

Construction Complete: 2016

RIVER VIEW AT CALALLEN

Corpus Christi, Texas

Category: Family (Affordable)

Units: 96

Role: Development Services
Construction Complete: 2018

PROVISION at FOUR CORNERS

Four Corners (Houston), Texas Category: Family (Affordable)

Units: 132

Role: Development Services
Construction Complete: 2018

GALA at OAK CREST ESTATES

Euless, Texas

Category: Senior Living (Affordable)

Units: 120

Role: Co-Owner/Co-Developer Construction Complete: 2018











Texas Development Experience

THE BELOW REPRESENT KEY INDIVIDUAL INVOLVEMENT

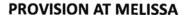
ARTISTRY AT CRAIG RANCH

McKinney, Texas

Category: Senior Apartments (Market Rate)

Units: 163

Role: Co-Owner/Co-Developer Construction Completed: 2018



Melissa, Texas

Category: Family (Affordable)

Units: 120

Role: Co-Owner/Co-Developer Construction

Constrution Complete: 2019

GALA AT MELISSA

Melissa, Texas

Category: Senior Living (Affordable)

Units: 93

Role: Co-Owner/Co-Developer Construction Complete: 2019

GALA AT FOUR CORNERS

Four Corners (Houston), Texas

Category: Senior Living (Affordable)

Units: 90

Role: Co-Developer

Construction Complete: 2019

PROVISION AT WEST BELLFORT

Houston, Texas

Category: Family (Affordable)

Units: 116

Role: Co-Developer

Closing and Construction Start: 2017











Real Estate Owned

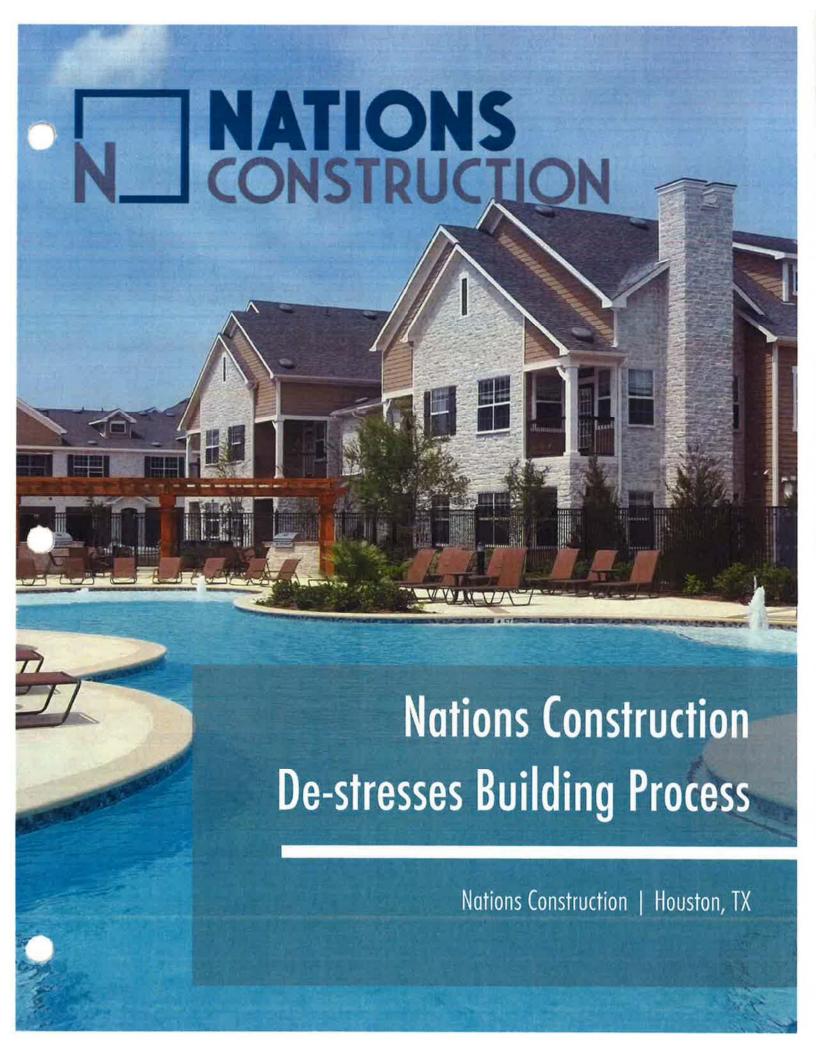
THE BELOW REPRESENT KEY INDIVIDUAL INVOLVEMENT

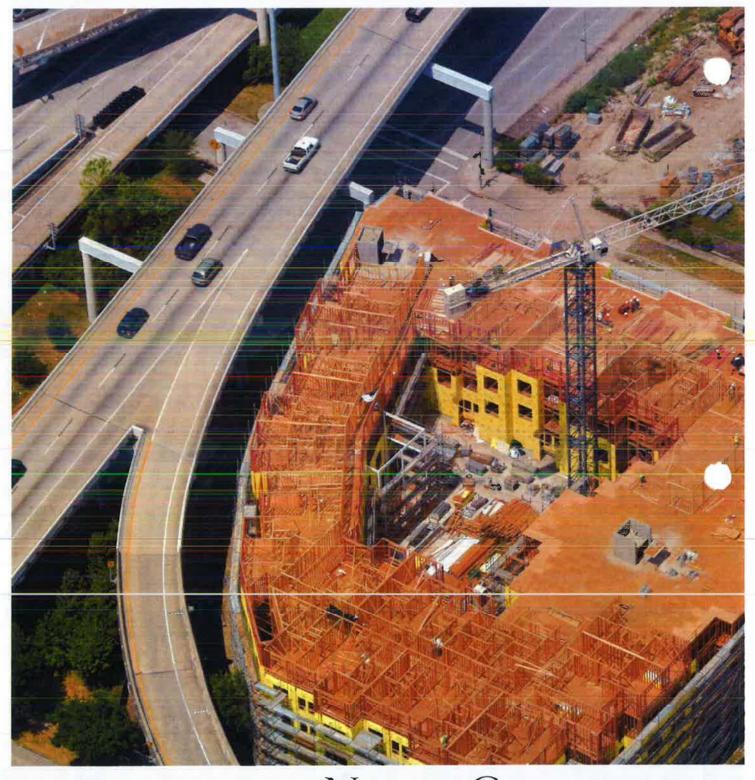
Senior Living Properties

- Artistry at Craig Ranch (McKinney, TX) new construction, market rate, 163 units
- Artistry at Edgetstone (Edgestone, TX) new construction, market rate, 188 units
- Gala at Oak Crest Estates (Euless, TX) new construction, affordable, 120 units
- Gala at Melissa (Melissa, TX) new construction, affordable, 93 units

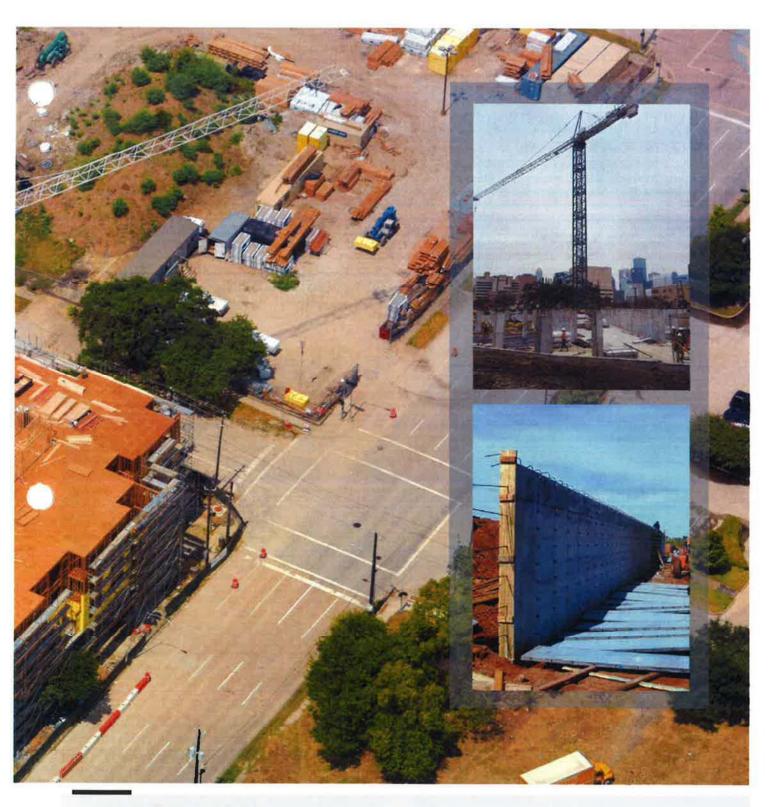
Multifamily Apartment Properties

- Provision at Melissa (Melissa, TX) new construction, affordable, 120 units
- Provision at North Valentine (Hurst, TX) new construction, affordable, 96 units
- Prospect Street Apartments (Houston, TX) acq rehab, market rate, 8 units





Nations Construction De-stresses Building Process



One of Michael Czapski's major goals as the owner of Nations Construction is to minimize the stress in the building process for the lives of his clients.

"There are so many aspects of building a structure from the ground up that can cause stress, such as selecting finishes and scheduling. We give suggestions to help save time and money along using technology to help make the construction process as easy as possible for our clients," Czapski said.

Czapski noted that communication is a major component in his customer service. "Our goal is to be

quick and responsive to all of our clients, but at the same time we don't want them to have to worry about little things."

However, if a larger problem arises that causes a delay in the building timeline; Michael is quick to inform the Owner of the issue. "My approach is to say, 'Here's what the problem is, and here's how we're going to fix it.' I find most clients simply want assurance that things are under control."

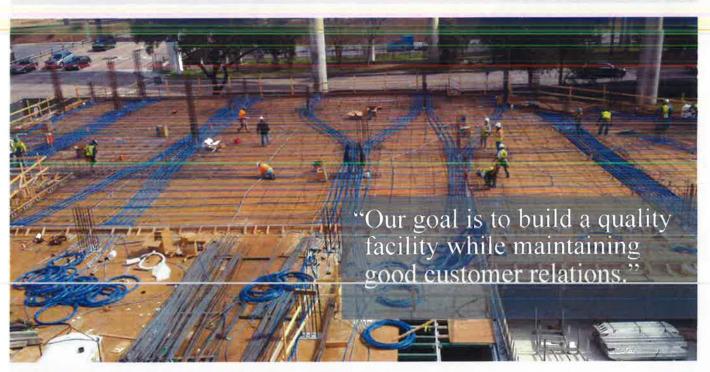
He added, "We want the building process to be a positive experience for our clients. Our goal is to build a quality facility while maintaining good customer relations."

Nations provides a full range of general contracting

services, beginning to end: from the early planning and design stages through construction, project completion, and closeout. Our employees are highly skilled and use proven management systems and procedures to monitor project progress and ensure that project goals are met.

Our general contracting services include: cost monitoring and control, schedule development and control, subcontractor management, field engineering and site management, safety assurance, project accounting, change management, shop drawings and material submittal review and quality control.

While we have the capabilities to perform any type of construction work, we specialize in wood construction or "stick and brick" construction.





This consists of apartments, assisted living, independent living, condos, skilled nursing and pretty much any construction involving wood framing.

"One of my internal obstacles is how to properly grow our company. I am afraid our customer service will be hindered if our company grows too quickly. Customer service is a big part of our philosophy and I don't want that to be sacrificed. I think we are on the right path but it is something I am definitely aware of." Michael said.

Currently Czapski has eight employees -







four full time superintendents, a couple full-time jobsite helper, an accountant and a project manager. Michael, who has a degree in finance from Texas Tech University, focuses on the accounting side of the business to keep the projects within budget. "It's no fun for us or for the client when a project starts going over budget."

He said one of his other roles is to bring in new business. Signs on the company trucks and in front of the projects under construction bring in some business, but word-of-mouth referrals from Owners and Architects is our main source. He added, "I'm a hands-on owner. I go to all of our projects every week and a half. Our goal is to be quick and responsive to all of our clients. All clients have my personal cell phone number along with our superintendents'. They can always get a hold of us no matter what time or day it is."

Being a small company is an advantage, according to Michael. "If there is an issue or a change, it can be rectified quickly. Unlike larger companies, there aren't a bunch of channels to go through. Our size really expedites the construction process and makes things smoother for us and our clients. It minimizes the red tape."







Czapski's exposure to construction came early in life. His father is a licensed architect and worked in construction for 40 years before retiring. During college Michael gained practical experience in the construction field,

"sweatin' with the best of them," as he put it.

After college Michael worked for a commercial appraisal company before deciding to enter into the construction industry.

After 18 years in the industry Czapski said the best change in construction has been the advances in technology. "For example, a superintendent at a job site can text or e-mail a picture of a problem, and I can expedite the solution. I can send pictures or videos to clients while they are on vacation to review items. I can log in to my computer from anywhere in the world, and it is like I am sitting at my desk here in Houston."

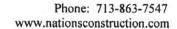
And when Michael Czapski is not at his desk, he de-stresses by hunting, fishing and spending time with his family.

You may contact
Nations Construction at

(713) 863-7547

3418 Elser St. Houston, TX 77009

www.nationsconstruction.com





3418 Elser St. • Suite 201. • Houston, Texas 77009

Nations Construction Select Project List:

Avenue of Sycamore Park

HUD 221(d)4 Program Project No: 113-35925 108 Units \$13M Construction Costs

Luckey Ranch Apartments

Built for RightQuest Real Estate Advisors 264 Units \$28 MM Construction Cost

Gulf Shores Villas Apartments

Built for Realtx Development 54 Units \$8.1 MM Construction Costs

Avanti West Apartments

Built for Madhouse Development 72 Units \$9.6 MM Construction Cost

Avanti Legacy Valor Heights Apartments

Built for Madhouse Development 93 Units \$9.6 MM Construction Cost

Bellaire Senior Apartments in Houston, Tx

Built for Bellaire Senior Living Center, LP 145 Units \$16.5MM Construction Cost

Coastal Bend Apartment in Aransas Pass, Tx

Built for Brompton Community Housing Development 80 Units \$9.5MM Construction Cost

Silver Spur Apartments in Palmview, Tx

Built for Tejas Housing Group 120 Units \$11MM Construction Cost

Pines of Bellaire Assisted Living in Houston, Tx

Built for Bellaire Senior Living Center LP 156 Beds \$12.5MM Construction Cost

Twin Oaks Apartments in Mission, Tx

Built for Tejas Housing Group 104 Units \$11.5MM Construction Cost Royal Vista Apartments in Edinburg, Tx Built for RightQuest Properties 144 Units \$11MM Construction Cost

Bella Vista Phase II Apartments in Brownsville, Tx Built for RightQuest Properties 144 Units \$11MM Construction Cost

Hamilton Apartments in Downtown Houston, Tx Built for The Hamilton Apartments, LLP 148 Units \$23MM Construction Costs



Firm Profile

Cross Architects is a forty two person architectural firm that was founded in 2003. The firm specializes in the design and planning of multi-family apartments, commercial office buildings, retail shopping centers, retail shops, restaurants and hotels. We have designed thirty four 221d4 HUD projects, twenty seven senior living projects, and over one hundred sixty multi-family apartment projects.

The firm's goal is to establish a long-term partnership with its clients. We earn our client's respect with integrity, honesty and high moral standards. Cross Architects has worked with many types of developers and clients. This has enabled our company to build a firm foundation for all types of developments. Cross Architects is a HUB (Historically Underutilized Business) certified business.

Brian W. Rumsey, founding partner, obtained his Architectural Degree from Texas Tech University in 1998 and is principal in charge of the residential/multifamily/hospitality design studio. He is a member of the National Council of Architectural Registration Boards (NCARB).

Bret Flory, partner, received his Architectural Degree from the University of Arkansas in 1998. He is principal in charge of the commercial design studio.

Cross Architects is currently working on projects with: Accent Development, Cadence Capital, Cadence Diversified, Caliber Collision, Carleton Residential Construction, Cayetano Development, Cross Development, Duval Construction, Gardner Capital, Hamilton Valley Management, Hunt Properties, JCI Residential, NE Construction, Northpoint Properties, Salem Clark, Stoneleaf Companies, Stonehawk Capital Partners, Strategic Construction, SWBC Real Estate Development, St. Ives Realty, Trinity Partners, Trepex Construction, Palladium USA International, Roundstone Development, Thompson Realty, Right Quest, Piller, Mathew Southwest, and Western Securities Limited.

Brian Rumsey, NCARB President 972-398-6644, ext. 300 brumsey@crossarchitects.com

Bret Flory
Vice President
972-398-6644, ext. 301
bflory@crossarchitects.com

SAMPLES















HUD Multi-Family Projects

Name of Project	HUD#	<u>Location</u>	# Of Units
Anna Seniors	HUD # 113-35694	Anna, Texas	120
Arcadian Apartments	HUD # : TBD	Terrell, Texas	240
Artistry Senior Residences	HUD # 113-35661	McKinney, Texas	163
Aspens at Central Park	HUD # : 113-35462	Grand Prairie, Texas	130
Aspens at Twin Creeks	HUD # : 113-35359	Allen, Texas	180
Chadwick Farms Apartments	HUD # : 113-35663	Northlake, Texas	249
Cliffs at Crownridge	HUD #: 115-35700	San Antonio, Texas	292
Creed Canyon	HUD # : 113-35524	Sherman, Texas	176
Dominion Phase II	HUD # : 115-35756	San Antonio, Texas	255
Edgestone Seniors	HUD#:TBD	Frisco, Texas	188
Edinburgh Village Apartments	HUD # : 115-35761	Edinburgh, Texas	100
Fairfield Apartments	HUD #: 115-35696	Eagle Pass, Texas	188
Fifty Oaks	HUD # : 115-35760	Rockport, Texas	50
Garden Valley Apartments (Waxahachie Seniors)	HUD #: TBD	Waxahachie, Texas	132
Merritt Monument	HUD #: 113-35732	Midland, Texas	104
McCarty Commons	HUD #: 115-35776	San Marcos, California	249
Overlook at Prestonwood	HUD # : 113-35647	Carrollton, Texas	183
Park Hudson Phase II	HUD # : 114-35643	Bryan, Texas 40	
Plum Tree Apartments	HUD #: TBD	Kaufman, Texas	110
Reata West Apartments	HUD # : 113-35657	Azle, Texas	224
Sienna Hills	HUD # : TBD	Ft. Worth, Texas	150
The Boulevard at Oakwood East	HUD # : 117-35257	Midwest City, Oklahoma	216
The Boulevard at Ridge Creek	HUD# : TBD	McKinney, Texas	300
The Boulevard Phase I	HUD # : 113-35438	San Angelo, Texas	198



Name of Project	Project #	<u>Location</u>	<u>Financing</u>	Description of Work
1401 East 4th Street Apartments	11054	Austin, Texas	Market Rate	Architectural services for 27 units (MEP & Structural in Arch contract)
Aspens at Central Park	8151	Grand Prairie, Texas	HUD#: 113-35462	Architectural services for 130 units (MEP & Structural in Arch contract)
Aspens at Twin Creeks	8149	Allen, Texas	HUD#: 113-35359	Architectural services for 180 units (MEP & Structural in Arch contract)
Aspens at Mariposa Point	16079	Gilbert, Arizona	HUD#:TBD	Architectural services for 204 units
Anna Seniors	16113	Anna, Texas	TBD	TBD
Anson Park Apartments	4151	Abilene, Texas	Tax Credit	Architectural services for 80 units (MEP & Structural in Arch contract)
Anson Park Seniors	7107	Abilene, Texas	Tax Credit	Architectural services for 80 units (MEP & Structural in Arch contract)
Apartments at Dry Creek Ranch	6101	Northlake, Texas	Market Rate	Architectural services for 168 units (MEP & Structural in Arch contract)
Arbors on Park	15122	Denison, Texas	Market Rate	Architectural services for 80 units (MEP & Structural in Arch contract)
Artistry Senior Residences at Craig Ranch	15086	McKinney, Texas	HUD# : 113-35661	Architectural services for 80 units (MEP & Structural in Arch contract)
Aspens at Wade Park	14072	Frisco, Texas	Market Rate	Architectural services for 160 units (MEP & Structural in Arch contract)
Aster Villas	11042	Del Rio, Texas	Tax Credit	Architectural services for 80 units (MEP & Structural in Arch contract)
Audobon Terrace	7137	Natchez, Mississippi	Tax Credit	Architectural services for 65 units (MEP, Civil, & Structural in Arch contract)
Azle Seniors	16015	Azle, Texas	Market Rate	Architectural services for 120 units (MEP & Structural in Arch contract)
Canyon Crossing Apartments	5136	Canyon, Texas	Tax Credit	Architectural Services for 76 units (MEP in Arch Contract)



Name of Project	Project #	<u>Location</u>	<u>Financing</u>	Description of Work
Carrington Oaks	14033	Buda, Texas	Market Rate	Architectural services for 303 units (MEP & Structural in Arch contract)
Castle Manor Apartments	11061	Corpus Christi, Texas	Tax Credit	Architectural services for 62 units
Chadwick Farms Apartments	16073	Northlake, Texas	HUD # 113-35663	Architectural services for 249 units
Cimarron Springs	5127	Cleburne, Texas	Tax Credit	Architectural services for 156 units
Cliffs at Crownridge	13085	San Antonio, Texas	HUD #: 115-35700	Architectural services for 292 units (MEP & Structural in Arch contract)
Country Village Apartments	10053	Mathis, Texas	Tax Credit	Architectural services for 36 units
Creed Canyon	12071	Sherman, Texas	HUD # : 113-35524	Architectural services for 176 units (MEP, Structural & Landscaping in Arch contract)
Crown Pointe Townhomes	14056	Willow Park, Texas	Market Rate	Architectural services for 50 units (MEP, Structural & Landscaping in Arch contract)
Dominion II	15117	San Antonio, Texas	HUD#: 115-35756	Architectural services for 255 Units (MEP & Structural in Arch Contract)
Dry Creek Ranch	6101	Northlake, Texas	Market Rate	Architectural services for 288 units (MEP, Civil, & Structural in Arch contract)
Dry Creek Ranch II	13053	Northlake, Texas	Market Rate	Architectural services for 168 units (MEP & Structural in Arch contract)
Edinburgh Village Apartments	15168	Edinburgh, Texas	HUD# 115-35761	Architectural services for 100 Units (MEP & Structural in Arch contract)
Edgestone Seniors	16102	Frisco, Texas	HUD#:TBD	Architectural services for 157 units (MEP & Structural in Arch contract)
El Campo Village	12005	El Campo, Texas	Tax Credit	Architectural services for 80 units (MEP, Structural & Landscaping in Arch contract)
Essex Village Apartments	5147	Huntsville, Texas	Tax Credit	Architectural services for 76 units (MEP & Structural in Arch contract)



Name of Project	Project #	<u>Location</u>	<u>Financing</u>	Description of Work
Stone Hollow Apartments	4134	Lubbock, Texas	Tax Credit	Architectural services for 140 units
Stonebridge at Plainview	12014	Płainview, Texas	Tax Credit	Architectural services for 80 units (MEP & Structural in Arch contract)
Stonebridge of Kelsey Park	12008	Lubbock, Texas	Tax Credit	Architectural services for 152 units (MEP, Structural & Landscaping in Arch contract)
Stonebridge of Lubbock	11050	Lubbock. Texas	Tax Credit	Architectural services for 152 units (MEP & Structural in Arch contract)
Stoneleaf Apartments at Eustace	13003	Eustace, Texas	Tax Credit	Architectural services for 49 units
Stoneleaf Apartments at Fairfield	13002	Fairfield, Texas	Tax Credit	Architectural services for 49 units
SWBC Craig Ranch	16024	McKinney, Texas	Market Rate	Architectural Services for 269 units (MEP, Structural, Civil & Landscaping in Arch Contract)
SWBC Rockwall	16129	Rockwall, Texas	TBD	TBD
Taylor Square Apartments	12008	Taylor, Texas	Tax Credit	Architectural services for 96 units
The Boulevard at Oakwood East	14038	Midwest City, Oklahoma	HUD#: 117-35257	Architectural services for 216 units (MEP & Structural in Arch contract)
The Boulevard Phase I	10012	San Angelo, Texas	HUD#: 113-35438	Architectural services for 198 units (MEP & Structural in Arch contract)
The Boulevard Phase II	13022	San Angelo, Texas	HUD#: 113-35587	Architectural services for 144 units (MEP & Structural in Arch contract)
The Highlands Apartments	15167	Pflugerville, Texas	Market Rate	Architectural services for 292 units (MEP & Structural in Arch contract)
The Reserves at 700	14060	Big Spring, Texas	Market Rate	Architectural services for 198 units (MEP & Structural in Arch contract)
The Pines	16070	Deland, Florida	Tax Credit	Architectural services for 100 units (MEP & Structural in Arch contract)



Name of Project	Project #	<u>Location</u>	Financing	Description of Work
Tierra Blanca Apartments	5142	Hereford, Texas	Tax Credit	Architectural services for 76 units (MEP in Arch contract)
Tigoni Villas Apartments	3137	San Antonio, Texas	Tax Credit	Architectural services for 140 units (MEP & Structural in Arch contract)
Timber Creek Village	14014	Rusk, Texas	Tax Credit	Architectural services for 84 units (MEP & Structural in Arch contract)
Timber Oaks	12060	Grand Prairie, Texas	Market Rate	Architectural services for 189 units (MEP, Structural & Civil in Arch contract)
Timberview Ranch	14001	Grand Prairie, Texas	Market Rate	Architectural services for 304 units (MEP & Structural in Arch contract)
Town Creek Apartments	12033	Montgomery, Texas	HUD#: 114-33676	Architectural services for 152 units (MEP & Structural in Arch contract)
Tuscana Apartments	10006	Enid, Oklahoma	HUD#: 117-35227	Architectural services for 102 units (MEP & Structural in Arch contract)
Twin Creeks at Alamo Ranch	14009	San Antonio, Texas	Market Rate	Architectural services for 300 units (MEP & Structural in Arch contract)
Uvalde Apartments	11008	Uvalde, Texas	HUD # : 115-35601	Architectural services for 120 units (MEP & Structural in Arch contract)
Village at Keeneland	16058	Dallas, Texas	HUD#: TBD	Architectural services for 249 Units (MEP & Structural in Arch contract)
Village Square Family	11004	Del Ray Beach, Florida	Tax Credit	Architectural services for 144 units (MEP, Structural & Civil in Arch contract)
Villas of Giddings	11062	Giddings, Texas	Tax Credit	Architectural services for 32 units (MEP & Structural in Arch contract)
Villas of Grand Prairie	13054	Grand Prairie, Texas	HUD#: 113-35596	Architectural services for 249 units (MEP & Structural in Arch contract)
Wall Street Lofts	12086	Midland, Texas	Market Rate	Architectural services for 110 units (MEP & Structural in Arch contract)
West Creek Apartments	13060	Conroe, Texas	HUD# 114-35721	Architectural services for 228 units (MEP, Structural & Civil in Arch contract)



Name of Project	Project #	Location	Financing	Description of Work
Hyatt Manor Apartments	10032	Gonzales, Texas	Tax Credit	Architectural services for 65 units
Jourdanton Square	11015	Jourdanton, Texas	Tax Credit	Architectural services for 52 units
Kingwood Apartments	15156	Houston, Texas	Market Rate	Architectural services for 328 units (MEP, Civil, & Structural in Arch contract)
La Vernia Apartments	15115	Lake Jackson, Texas	Tax Credit	Architectural Services for 48 units (MEP & Structural in Arch contract)
Lakeview Apartments	6102	Denison, Texas	Tax Credit	Architectural services for 76 units (MEP & Structural in Arch contract)
Ledgestone Apartments	14093	Dripping Springs, Texas	Market Rate	Architectural services for 119 units (MEP & Structural in Arch contract)
Legacy Villas	9121	Eagle Pass, Texas	Tax Credit	Architectural services for 64 units (MEP & Structural in Arch contract)
Live Oak Villas	14012	George West, Texas	Tax Credit	Architectural services for 49 units (MEP & Structural in Arch contract)
Lodges at Pinellas Park	8148	Pinellas Park, Florida	Tax Credit	Architectural services for 120 units (MEP, Civil, & Structural in Arch contract)
Longbridge Apartments	10054	Groesbeck, Texas	Tax Credit	Architectural services for 28 units
Lufkin Family Pioneer Crossing	10039	Lufkin, Texas	Tax Credit	Architectural services for 80 units (MEP & Structural in Arch contract)
Martha's Vineyard Place	14007	Dallas, Texas	Bond	Architectural services for 100 units (MEP, Structural & Landscaping in Arch contract)
Merritt Monument	17025	Midland, Texas	HUD#: TBD	Architectural services for 104 Units (MEP & Structural in Arch contract)
McCarty Commons (Leah Avenue Apartments)	16067	San Marcos, California	HUD#: 115-35776	Architectural services for 249 Units (MEP & Structural in Arch contract)
McKinney 380 (The Boulevard at Ridge Creek)	16117	McKinney, Texas	HUD#: TBD	Architectural services for 261 Units (MEP & Structural in Arch contract)



Our Mission

Improving the quality of life of economically disadvantaged people through the advocacy, management and development of decent affordable housing supplemented by social, educational and mutual aid programs.



About Us

Texas Inter-Faith Management Corporation (TIFMC) is a 501(c)(3) non-profit organization that was specifically formed to Improve the lives of economically disadvantaged people through the advocacy and management of decent affordable housing that supports mutual aid programs. TIFMC is a full service property management company and currently manages 14 properties represented by 2,082 units in Houston, Dallas/Ft.Worth and San Antonio, Texas.



Texas Inter-Faith Management: Proj

THE BELOW REPRESENT KEY INDIVIDUAL INVOLVEMENT BY MANAGEMENT COMPANY

800 HEIGHTS

800 Heights Blvd. #25 Houston, TX 77007 (SRS 62+)

Phone: (713) 868-4814 **E-mail:** 800mgr@ti-f.org

AVENUE TERRACE

4004 Irvington Blv. Houston, TX 77009

Phone: (713) 692-6200

Email: atmgr@ti-f.org

BEALL VILLAGE

4463 N. MacGregor Way Houston, TX 77004 (SRS 55+)

Phone: (713) 748-3185 E-mail: bvmgr@ti-f.org

BROMPTON SQ.

1323 Witte Rd. Houston, TX 77055 Phone: (713) 973-7907

E-mail: bsmgr@ti-f.org

CORONADO

2901 FM 518 E League City, TX 77573 Phone: (281) 538-9801 E-mail: coronadomgr@ti-

f.org

ENCLAVE @ COPPERFIELD

15503 FM 529 Houston, TX 77095 Apartmentguide.com Summary Phone: (281) 858-5503 E-mail: copmgr@ti-f.org Apartments.com Summary

THE BELOW REPRESENT KEY INDIVIDUAL INVOLVEMENT BY MANAGEMENT COMPANY

ENCLAVE @ QUAIL CROSSING PHASE I

5000 Watkins Way

Friendswood, TX 77546

Apartmentguide.com Summary

Phone: (281) 648-2287

E-mail: qcmgr@ti-f.org

ENCLAVE @ QUAIL CROSSING PHASE II Phone: (281) 648-2287

5000 Watkins Way

Friendswood, TX 77546

Apartmentguide.com Summary

E-mail: qcmqr@ti-f.orq

GATEWAY PARK

2500 S. Watson Road

Arlington, TX 76014

Phone: (817) 469-8000

E-mail: gatewaymgr@ti-f.org

Manager: Kathy Guitierrez

PLEASANT VILLAGE

1922 Pleasantville

Houston, TX 77029

Phone: (713) 674-7648

E-mail: pvmgr@ti-f.org

SPRUCEWOOD

12101 Steepleway Blvd.

Houston, TX 77065

Phone: (281) 807-6608

E-mail: swmgr@ti-f.org

WASHINGTON COURTYARDS

2505 Washington Ave.

Houston, TX 77007

Phone: (713) 868-1460

E-mail: wcmgr@ti-f.org



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Creating Community Through Resident Services

Learn More About Us

240+ PROPERTIES Currently Served 35.500+
APARTMENT UNITS
Currently Served

450,000+ ANNUAL RESIDENT

Participation ____

\$2,500,000+ ANNUAL OUTREACH Donations & Assistance



Introduction

Portfolio Resident Services, Inc. (PRS) is a 501 (c) (3) non-profit organization improving the lives of families/individuals/seniors who reside at affordable (low to moderate income) apartment communities.

PRS designs, staffs, implements, and tracks programs that proactively assist residents in both the short and long term. Our efforts focus on not only meeting LURA requirements but building community within the properties we serve. This translates into a higher cash flow by reducing expenses and stabilizing occupancy.

MART IN TOUGH

OUR HISTORY

SERVICES INDURY

What Makes PRS Unique

Consistent, High Quality Programs

Our Resident Services Coordinators engage residents with a combination of high quality programs which aim to enhance the lives of your residents and improve your community overall.

Pulse Points

These programs include over 150 programs covering foundational topics vital to resident and property growth. Some examples include: Budgeting, Credit Counseling, Crime Watch, House Keeping, Energy & Water Conservation, After School Club, Resume & Jub Search Assistance and much more. Our coordinators utilize these programs to ensure that every property receives the very best programming we have to offer.

Enhanced Pulse Points

PRG has also implemented a premium set of programs which combine the power of video with the profound impact of discussion and hands on interaction to teach new skills, change attitudes and explore the possibilities. These focused programs hone in on issues such as teen self-esteern, community building, planning for future success, and giving back.

Property Specific Programming

Each Resident Services Coordinator also incorporates programs which are unique to a property's individual needs. We realize that your property has its own culture, strengths and struggles and our coordinators are trained to recognize and meet those needs.

Our primary goal is to provide your property with the most beneficial resident services program possible,

Performance Tracking

Compliance Management

Impact Categories

Adult Development
Family Development
Youth Development
Neighborhood Development
Job & Career Development
Health & Nutrition
Social Services & Referrals
Recreational Activity



Experience & Collaboration



MAINTAINING A HIGHLY SUCCESSFUL RESIDENT SERVICES PROGRAM

The Good Neighbor Program, Portfolio Resident Services' premier resident services program, is your one-stop shop for quality resident programs and activities, agency compliance, an extensive partnership network, and added value for your apartment community.

Our comprehensive approach makes certain that service and quality are not compromised. By partnering with the owner, management team, and residents, we ensure residents' personal needs and interests are addressed and the apartment community benefits having the financial and social boost it needs to remain competitive.

PROGRAM BENEFITS

Activities for Residents Our team creates, promotes, and facilitates a wide variety of activities for residents of all ages and backgrounds, including LURA requirements and other specific program requests. Resident surveys help our team to identify needs and interests within the community and evaluate the relevance of the activities offered. Calendars and flyers are posted in common areas and provided for management distribution each month.

<u>Compliance</u> Quality and experience matter to you and they matter to us. Each month, a report is generated detailing the activities offered and those who participated. All compliance documentation, including Monthly Reports, Calendars and Flyers, Resident Sign-In Sheets, and Registration Forms, is maintained on-site in the event of an audit.

<u>Partnerships</u> Our team actively pursues partnership opportunities with local and state agencies and members of the community at large. Our partnership network allows us to procure specialized programming, donations, volunteers, and guest speakers that may be of interest within your apartment community. Local resource information is readily available in every community center for easy reference by residents.

Added Value As residents become aware of the availability and take advantage of the program, their roots within your apartment community grow deeper. The effects of the program extend beyond the community center's door. Whether residents learn and try something new, meet a neighbor, or acquaint themselves with employment opportunities in the surrounding area, residents and prospects alike will associate your apartment community with an amenity and support system valued well beyond their rental dollars.









RESIDENT SERVICES ACTIVITIES AND PROGRAM OFFERINGS

CATEGORIES OF SERVICE	BASIC SERVICE PROGRAMS	S ENHANCED SERVICE PROGRAMS
Educational Services	Adult Learning Enrichment Learning Enrichment Job Readiness Reading & Poetry Club Computer Literacy Learned Optimism Financial Literacy	General Equivalency Diploma School Supply Drives Parenting Classes Self-Defense Classes for Adults Stranger Danger Awareness for Children Job Readiness for Teens
Family Skills & Development	Social Responsibility Abuse Awareness Guest Speakers Household Manageme	College Preparatory Classes Music Programs
Health & Nutrition	Family Activities Health Fairs Nutrition Education Exercise Classes Basic First Aid & CPR Drug & Alcohol Awarene Basic Cooking & Bakin	Recycling Program Interview Preparatory Classes Homebuyer's Education "Manners Matter" Etiquette for Youth Food Bank Development or Drives ess Self-Esteem Programs for Youth
Neighborhood Pride & Leadership	Crime Watch National Night Out Fire Safety Awareness Community Gathering	
	Gardening & Green Proje Religious Studies Classe Seasonal Activities Arts & Crafts Movie Matinees	
Fun & Freedom Activities	Recreational Games Birthday Celebrations Outdoor Activities Referral/Outreach Service	via Purqz Four Point Leasing and Resident Retention

Each Good Neighbor Program offers all of the Basic Service Programs periodically throughout the year. Enhanced Service Programs are complimentary to Basic Service Programs and are designed to reflect resident interests and meet the specific needs of each apartment community. Owners and management companies may request that additional services be implemented. Portfolio Resident Services has extensive LURA compliance experience and can assist in the formation of a comprehensive program that meets those requirements.

Applicant kindly requests support for this development. We believe we will provide the city with:

- Decent, safe, sanitary and affordable housing options with full and equal access to all persons
- An alignment with the priorities of the City's Plans strategic, comp, FLUM, thoroughfare, etc.
- An alignment with Zoning
- A long-term involvement with the community and supporting it
- A thoughtful design and quality construction with luxury amenities
- Little impact on utilities and infrastructure that are available to the site
- Only a nominal request for a fee waiver of \$500 from city to comply with housing tax credit guidelines for TDHCA
- A contribution to the tax base of the city
- · A compatibility with the neighborhood and nearby transit
- An adherence and compliance to all affirmatively furthering fair housing and ADA guidelines
- And a professional relationship whereby the applicant and team are in good standing with all federal programs.

Thank you so much for your consideration – we look forward to hearing from you!



Thank You!

CSH East Avenue Crossing, Ltd.

Russ Michaels, Esq. / Consultant 212-960-3913 russ@csh-vault.com

Ridge Lofts at Skylark



W of Dogwood Blvd & S of Beachwood Ln - Killeen, TX

9% LIHTC
Multifamily
Community



APPLICATION FOR SUPPORT AND/OR FUNDING ASSISTANCE

PLEASE NOTE: The City of Killeen reserves the right to fund projects at a lower amount than requested, and the right to deny applications that do not coincide with the City's Consolidated Strategic Plan, various strategic and master plans, or policy direction from the Killeen City Council.

1. PROJECT INFORMATION CSH RIDGE LOFTS AT SKYLARK, LTD. / CSH RIDGE LOFTS AT SKYLARK GP, LLC **Developer Name** RIDGE LOFTS AT SKYLARK **Project Name** W OF DOGWOOD BLVD AND SOUTH OF BEECHWOOD LANE KILLEEN, TX 76543 **Project Address** 48027022300 **IRA CROSS ES** EASTERN HILLS MS KILLEEN HS Census Tract # **Elementary School** Middle School **High School** Elderly Project Type: General Supportive Housing Role of Applicant: Owner Developer (select all that apply) of support Applicant is Requesting City Council Resolution: stating no objection (select all that apply) Applicant is Requesting Commitment to Funding: Grant Loan Reduced Fees \$500.00 Amount of Loan, Grant, or Reduced Fees Requested:

2. APPLICANT INFORMATION

If the applicant is not acting as the developer, please provide all of the information below for the developer, as well as the applicant. If the developer involves multiple entities, is a partnership or joint venture, please provide duplicative information for each, and identify the entity that will serve as the "lead" organization.

CSH RIDGE LOFTS AT SKYLARK, LTD. (LEAD ORGANIZATION)

Name		
3701 KIRBY DRIVE, SUITE 860		
Business/Street Address		
HOUSTON	TEXAS, 77098	
City	State, ZIP	
713-503-4477		
Telephone #		
JERVON HARRIS	713-503-4477	JERVONHARRIS@YAHOO.COM
Contact Person	Contact Telephone #	Email Address
TBD	TBD	
DUNS#	Federal Tax ID #	

3. PROJECT DESCRIPTION

Provide a brief project description that addresses items "a" through "u" below. Attempt to limit responses to 150 words or less for each lettered response.

Demonstrate the project's compatibility and alignment with the priorities stated in the City's Consolidated Strategic Plan, Comprehensive Plan, Future Land Use Map, and any other applicable master, strategic, and redevelopment or neighborhood plans adopted by the City of Killeen;

The development is within or near the following: TIRZ, local targeted revitalization census tracts for community development, the thoroughfare plan, hike and bike trails plan, parks and rec area plans, zoned for MF, and aligned with city's vision, values and priorities. See Maps.

KILLEEN LIHTC APPLICATION 2021

- b. Indicate the project location by providing an area map with the property highlighted; Include document as attachment **3B**
- c. Provide a preliminary site plan for the proposed project; Include document as attachment **3C**
- d. Describe the tenant population, income levels, and services, if any, to be provided to or made available to residents;

This development will serve independent living seniors at age-55 and older. In a diverse city such as Killeen, this location overlooking vistas, valleys, nature and ridges brings an intimate community to the elderly of the city, one that thrives on robust resident services and long-term ownership and heart-centered management. Income levels and services attached.

e. List basic amenities and unit amenities proposed for the project; See attached.

f. Describe the taxable status of the development. Indicate whether the development will be paying property taxes or if the development will be tax exempt;

This development is modeled to pay property taxes during operations.

g. Describe current zoning of property. Include a letter from the City of Killeen's Planning Department verifying that the current zoning of the site for the proposed project is compatible with the anticipated use (include as attachment 3G.1), or include documentation verifying that a request to change current zoning has been submitted (include as attachment 3G.2);

See attached.

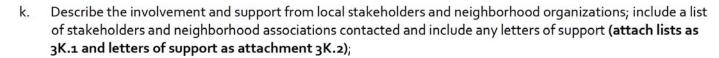
h. Include evidence of site control, such as a warranty deed or a current, receipted earnest money(include as attachment 3H);

i. List the proposed number, type, and size of units; number of market rate and SF of units.

	Total # of Units	# of Affordable Units	# of Market Rate Units	SF of Each Unit
1 BR	30	28	2	672
2 BR	67	62	5	855
3 BR				
4 BR				
Total Units	97	90	7	

j.	Provide the total number of units servicing each Area Median Gross Income (AMGI) group and the proposed
	rents (less utility allowances) for low income units and proposed rents for market rate units;

See attached.



See attached.

I. Describe the impact the project is anticipated to have on surrounding neighborhood(s);

Applicant believes the impact will be positive and further fair housing for the seniors and retirees of the city. It will have quality impact that elevates lives.

n	n. Describe the impact the project is anticipated to have on existing affordable housing in the area;
	This development will bring new construction units to a growing and revitalizing area of Killeen.
n	Describe the impact the project is anticipated to have an City infrastructure, including the impact of traffic
n.	Describe the impact the project is anticipated to have on City infrastructure; including the impact of traffic associated with the proposed project and any proposed mitigation/construction plans if needed;
	As a senior development, traffic impact is minimal. Applicant anticipates little impact to utilities and
	infrastructure and aims to bring million of dollars worth of new development to the TIRZ area.
0.	Describe the availability of and impact the project is anticipated to have on public transit service; Near transit and on a bus line, the development may increase transit use.
	,, ,, ,, ,, ,, ,, ,, ,, ,, ,,
p.	Describe the impact the project is anticipated to have on area schools;
	Typically there are only positive impacts that create tax revenue without creating more students to a
	school district.
q.	Indicate if the project will assist in the elimination of blight, the preservation of environmental assets, and/or
	enhancement of landscaping; While there is no blight to eliminate, the development's design standards call for thousands of dollars to
	be used towards local landscaping techniques and native vegetation, creating new trees and
	pleasurable blends of water retention and site features.
r.	Summarize the key financials of the project, clearly indicating the total project cost, the amount and intended
	use of City of Killeen funds if being requested, and preliminary project financials;
	See attached.

S.	List other LIHTC projects you have completed or have pending; include information on location, type, number of units, project costs, and project references on former LIHTC projects. See attached experience.
t.	List other LIHTC applications you will be submitting to the Texas Department of Housing and Community Affairs in their most current program year. Currently, one other possible pre-application in Killeen (East Avenue Crossing) and possibly one or two others in different regions.
U.	Provide information on the number and type of local contracting opportunities associated with the proposed development (construction or other type of contract). We engage only a local Texas general contractor, see attached experience. There are dozens of opportunities to commit to local subs and workforce personnel, keeping and generating jobs in the city of Killeen and Bell County. The applicant and its team always aims to do this.
	All applications for consideration must meet the current Housing Tax Credit Program Qualified Allocation Plan issued by the Texas Department of Housing and Community Affairs, §11.1 Genera - §11.10 Third Party Request for Administrative Deficiency for Competitive HTC Applications.

4. DEVELOPMENT TEAM

Identify below the persons or entities anticipated to be involved in the project. Also, indicate if any person or entity involved is a disadvantaged, minority or women-owned business enterprise (DBE/MBE/WBE), or if any of the entities are non-profit organizations.

	Development Team Name(s) and Contact Information	Years of Experience	DBE	МВЕ	WBE	Non- Profit
Owner	CSH RIDGE LOFTS AT SKYLARK, LTD.	20+				
Developer	CSH RIDGE LOFTS AT SKYLARK GP, LLC	20+				
Architect	CROSS ARCHITECTS, LLC	20+				
Engineer	LOCAL - TBD	20+				
Construction Lender	REGIONS	20+				
Other Lenders	TBD	20+				
General Contractor	NATIONS CONSTRUCTION, LLC	20+				
Consultant (if applicable)	SUPERURBAN REALTY VENTURES, LLC	20+				
Sub-Contractor						
Sub-Contractor						
Other	PORTFOLIO RESIDENT SERVICES, INC	20+				✓
Other	TEXAS INTER-FAITH MANAGEMENT CORP	20+				✓

5. DEVELOPMENT SCHEDULE

Complete the schedule below with anticipated completion dates. Re-order the steps according to the appropriate sequence for your project, and add in any other significant steps integral to your project's development.

	Date(s)
Acquisition and/or holding	1/1/22
Securing and packaging project financing	9/1/22
Construction specifications and cost estimates	11/1/22
Construction bids	1/1/23
Construction start	3/1/23
Completion of construction	6/1/24
Start of Rent-up	5/1/24
Other:	
Other:	
Other:	

6. SUBMISSION INFORMATION

The Community Development Department serves as the City's primary staff and point of contact for all LIHTC programs. Before a project will be evaluated, each applicant requesting support and/or funding assistance must submit a completed application with all attachments.

City of Killeen 2020 LIHTC Important Dates:

1/7/2022: Application Deadline

2/15/2022: Presentation from Developer(s) at City Council Workshop Session

2/22/2022: Consideration of Resolution(s) at City Council Meeting

Page 8 of 9

Completed application should be submitted to:

City of Killeen Community Development Department Leslie Hinkle, Executive Director of Community Development P.O. Box 1329 or 802 North Second Street- Bldg. E, 1st floor Killeen, Texas 76541 254-501-7847 or Ihinkle@killeentexas.gov

The applicant/developer certifies that the data included in this application and the items attached hereto are true and correct. Any information found to be false or misleading will lead to automatic disqualification under this Program application. Unsigned/undated submissions will not be considered.

CSH RIDGE LOFTS AT SKYLARK, LTD	Pulli
Legal Name of Developer/Entity	Signature of Authorized Officer
1/6/22	AUTHORIZED AGENT
Date	Title

Killeen, Texas

Ridge Lofts at Skylark

Up to 120 / Upscale Affordable Multifamily Units

Serving Seniors & Elderly Residents of Killeen

Proposed 9% Housing Tax Credit Development by CSH Ridge Lofts at Skylark, Ltd.

[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

Killeen, Texas

Ridge Lofts at Skylark

OWNER / DEVELOPER

CSH Ridge Lofts at Skylark, Ltd. - TEXAS

GENERAL CONTRACTOR

Nations Construction, Ltd. - TEXAS

ARCHITECT

Cross Architects, PLLC - TEXAS

MANAGEMENT

Texas Inter-Faith Management Corporation - TEXAS (501c3)

RESIDENT SERVICES
Portfolio Resident Services, Inc. - TEXAS (501c3)

DEVELOPMENT CONSULTANTS

CSH Vault Consulting, LLC - TEXAS

& SuperUrban Realty Ventures, LLC – TEXAS (HUB)

Team



[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

Ridge Lofts at

Skylark

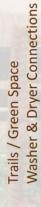
Killeen, Texas



Proposed amenities may include:



- **Business Center**
- Pool
- Balconies
- Patios
- Resident Gardens
- Controlled Bldg Access
 On-Site Maintenance
- Spacious Walk-In Closets



- Energy Efficient Appliances Premium Counter Tops
 - Wood Plank Flooring
 - Theater Wi-Fi
- Dog Park / Privacy Fence Barbeque & Picnic Areas
 - Library





[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

Ridge Lofts at Skylark





W of Dogwood Blvd and S of Beechwood Ln

[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.] 97-Unit Concept Ridge Lofts at Site Plan O SOFT A1 site RIDGE LOFTS AT SKYLARK -SITE PLAN A - BUILDING NUMBER # UNITS 30 (31%) 67 (69%) 97 (100%) 162 BUILDING TABULATION
TYPE # BLDGS # STORIES I
A 1 3
TOTAL 1 ONE BEDROOM, ONE BATH TWO BEDROOM, TWO BATH TOTAL PARKING REQUIRED 1 2/3 PER DWELLING UNIT TOTAL PARKING PROVIDED UNIT TABULATION TYPE ONE BEDIROOM, ONE 25 FRONT SETBACK, TYP LEASING W of Dogwood Blvd and S of Beechwood Ln SECONDARY AMENITY DOGMOOD BYAD PROPERTY LINE Killeen, Texas AREA? 10' SIDE --SETBACK. TYP TRASH ENCLOSURE TRASH ENCLOSURE сгивноиѕе 25' BACK SETBACK, TYP

Killeen, Texas

+/- 97 units (conceptual)

Units:

+ \$15M (Tax Credit Allocation -- \$1.5M to \$2M)

Total Development Cost: + \$19,000,000

Value of Housing Credits:

Anticipated Project Schedule:

Jan 7, 2022 / HTC Pre-Application
Mar 1, 2022 / HTC Application
Aug 1, 2022 / HTC Award
Mar 1, 2023 / Construction Start
Mar 1, 2024 / Lease-up Begins
Aug 1, 2024 / Construction Complete

Ridge Lofts at Skylark

unit mix concept

	UNIT TABULATION TYPE	SLIND#
	ONE BEDROOM, ONE BATH	30 (31%)
	TWO BEDROOM, TWO BATH	(%69) 29
8	TOTAL	97 (100%)

[DISCLAIMER: all photos, numbers, units, calculations, and development concept/scope are subject to change. For informational purposes only.]

subject to change +/- units & mix



LEAD ORGANIZATIONS & PRIMARY CONTACTS

OWNER / DEVELOPER

CSH Ridge Lofts at Skylark, Ltd. – TEXAS

GENERAL CONTRACTOR

Nations Construction, Ltd. - TEXAS

ARCHITECT

Cross Architects, PLLC - TEXAS

MANAGEMENT

Texas Inter-Faith Management Corporation - TEXAS (501c3)

RESIDENT SERVICES

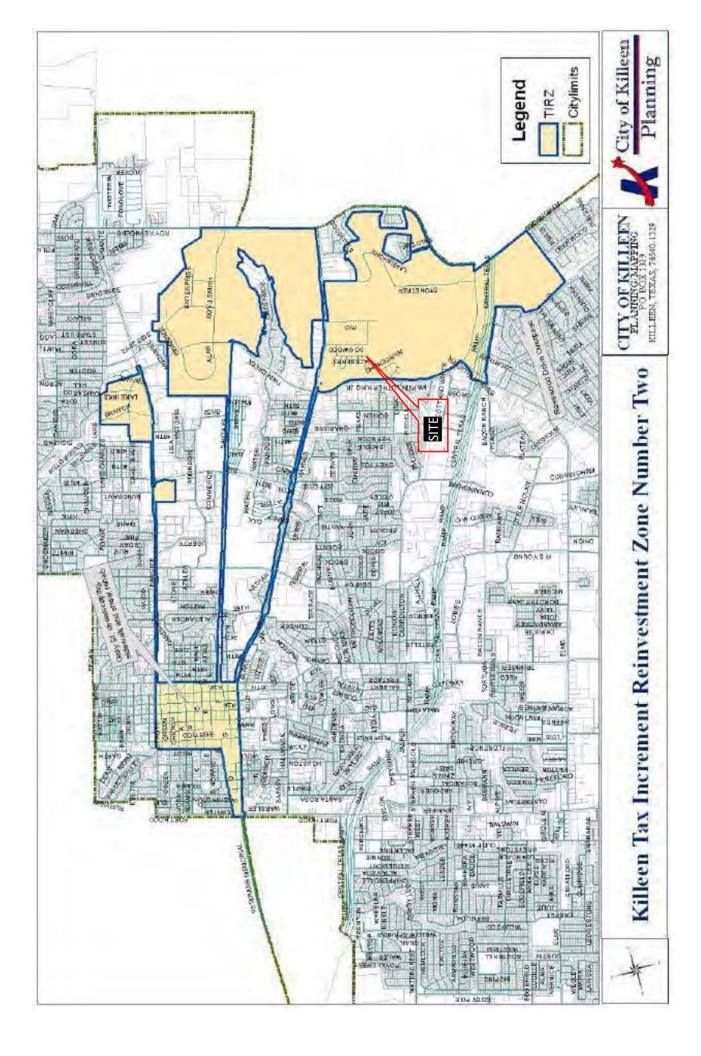
Portfolio Resident Services, Inc. - TEXAS (501c3)

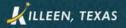
DEVELOPMENT CONSULTANTS & PRIMARY CONTACTS

CSH Vault Consulting, LLC - TEXAS

&

SuperUrban Realty Ventures, LLC – TEXAS (HUB)





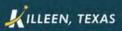




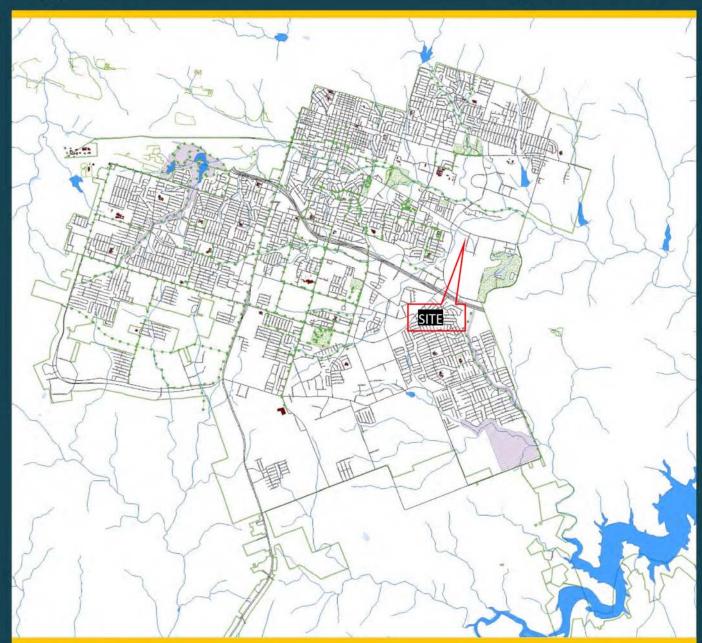
Thoroughfare Plan











Hike and Bike Trails Map

Legend



Proposed Biking Routes Proposed Dual Purpose





txdothydrogenp



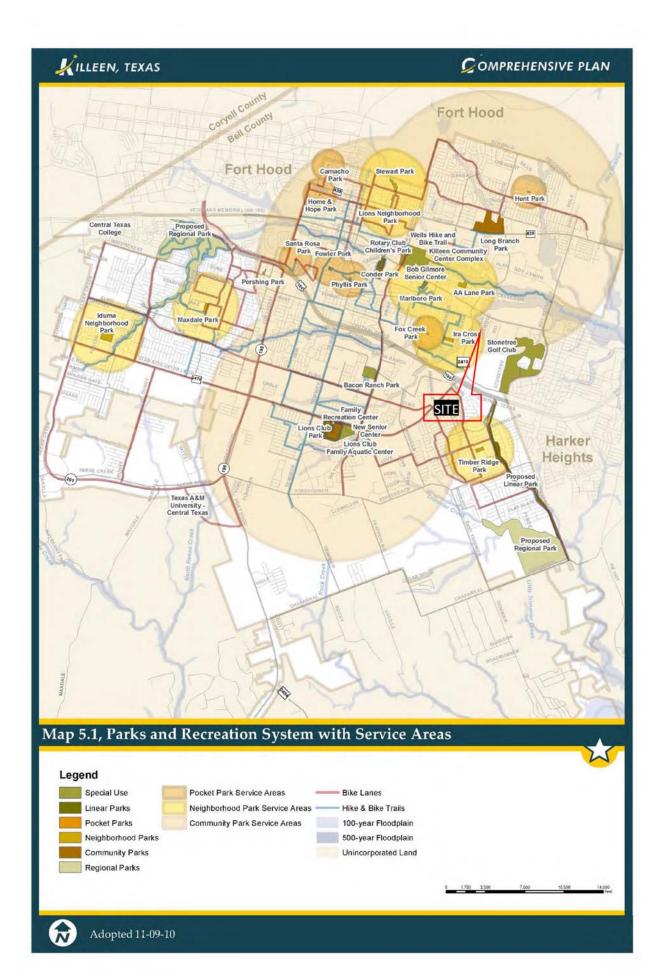
Proposed Natural Nature Park



txdothydrogena



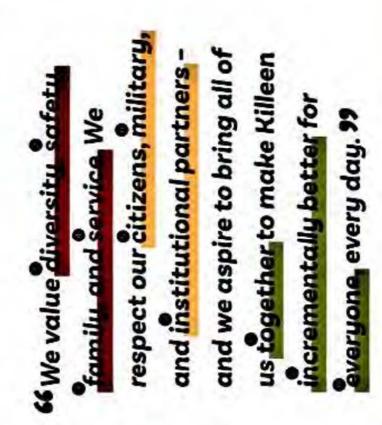
Park Boundaries





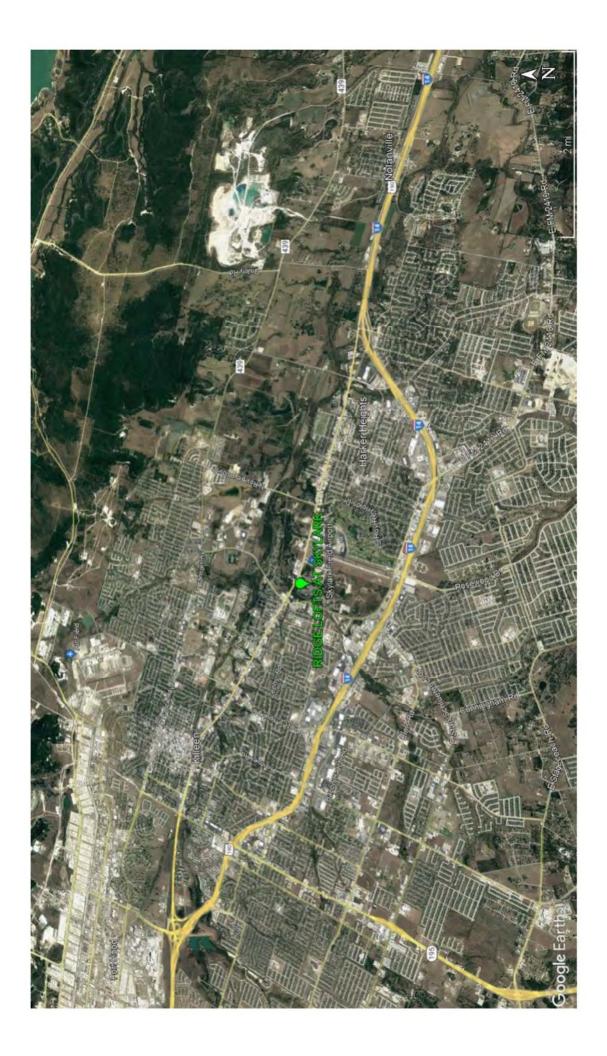
WHAT WE'VE HEARD FROM YOU

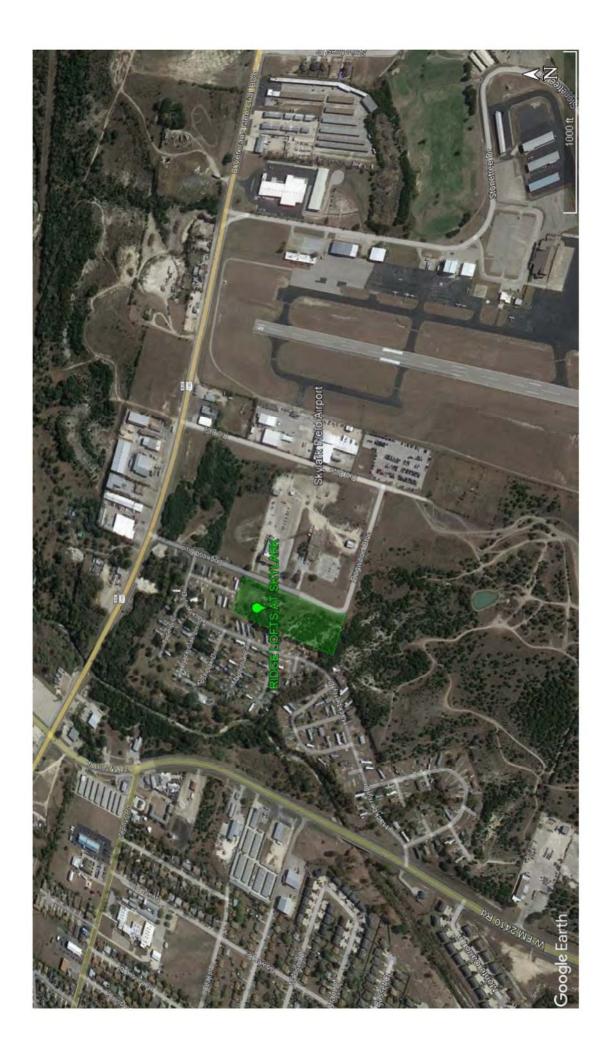
ALIGNING VISION, VALUES, AND PRIORITIES

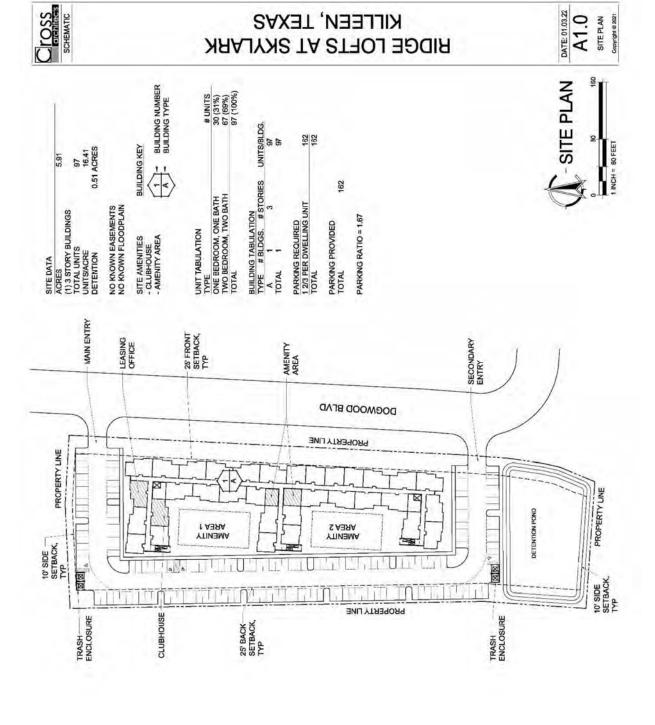




DEVELOPMENT AND TEAM PROMOTE THE SAME VISIONS, VALUES AND PRIORITIES AS THE CITY OF KILLEEN







AMENITIES

(MAY INCLUDE)

WASHER & DRYER CONNECTIONS

ENERGY EFFICIENT APPLIANCES

PREMIUM COUNTER TOPS

WOOD PLANK FLOORING

THEATER

WI-FI

DOG PARK / PRIVACY FENCE

BARBEQUE & PICNIC AREAS

LIBRARY

GATED COMMUNITY

FITNESS CENTER

BUSINESS CENTER

POOL

BALCONIES

PATIOS

RESIDENT GARDENS

CONTROLLED BLDG ACCESS

ON-SITE MAINTENANCE

TRAILS / GREEN SPACE

SPACIOUS WALK-IN CLOSETS

RESIDENT SERVICES

(MAY INCLUDE)

ORGANIZED ON-SITE K-12 PROGRAMMING – TUTORING, SUMMER CARE
ORGANIZED ON-SITE GED, ESL, FINANCE CLASSES / ADULTS
ANNUAL INCOME TAX PREPARATINO / ADULTS
CAREER TRAINING / ADULTS

FOOD PANTRY

ANNUAL HEALTH FAIR

WEEKLY EXERCISE CLASSES

LOCAL LAW ENFORCMENT QUARTERLY ACTIVITIES/COMMUNITY ENGAGEMENT
NOTARY SERVICES

BOOK CLUBS, POTLUCKS, HOLIDAY CELEBRATIONS

SCHOLARSHIP PROGRAMS & ON-SITE RESIDENTS SERVICES COORDINATOR



December 27, 2021

RE: Unaddressed, Killeen, Texas (Parcel ID #59231)

To Whom It May Concern:

This is to advise that the zoning and use of the above-captioned premises is governed by the laws and regulations of the City of Killeen. This property is zoned R-3 (Multi-Family Residential District). The R-3 zoning district is an inactive zoning district. This district allows single-family, two family (duplex) and multifamily residential dwelling units. All properties with an R-3 district zoning shall continue to be allowed to be used, until such time as the property is rezoned by action initiated by the property owner or by the city.

- (a) Uses. A building or premises in an "R-3" multifamily residential district shall be used only for the following purposes:
 - (1) Any use permitted in district "R-2."
 - (2) Multifamily dwellings.
 - (3) Boarding and lodging houses.
 - (4) Dormitories for students.
 - (5) Fraternity or sorority houses.
 - (6) Institutions of a religious, educational, charitable or philanthropic nature, but not a penal or mental institution.
 - (7) Accessory buildings and uses, customarily incident to the above uses and located on the same lot therewith, not involving the conduct of a retail business.
- (b) *Inactive district*. All properties with an R-3 district zoning in effect prior to the effective date of the ordinance from which this paragraph is derived shall continue to be allowed to be used for the uses provided in this section, and regulated by the provisions of this section, until such time as the property is rezoned by action initiated by the property owner or by the city. This R-3 district shall be considered inactive as of the date of the ordinance from which this paragraph is derived [February 9, 2010] and, as such, no new applications for an R-3 zoning shall be accepted or considered by the city following said date.

For regulations regarding building laws, rules, granted variances and regulations, please contact the City of Killeen, Building Official at (254) 501-7605.

Further research can be accomplished through open records requests (additional charges apply for printed materials) or by visiting the City's website at www.killeentexas.gov. The website includes the City's Code of Ordinances as well a GIS site that will help you obtain property information. The City cannot comment on whether there are any existing non-conforming uses or undocumented code violations. If you would like to ascertain whether or not this property has any code violation cases pending, please contact the City's Code Enforcement Division at:

City of Killeen Code Enforcement Division

Mailing Address: P. O. Box 1329, Killeen, Texas 76540

Office Number: (254) 501-7601 Fax Number: (254) 501-6302

If you have any questions about the information provided, please do not hesitate to call 254-501-7631.

Sincerely,

Kristina Strickland

Kristina Strickland Assistant Planner

Planning & Development Services Department

Bell CAD Property Search

Property ID: 59231 For Year 2021

♀ Мар



■ Property Details

	. /
Account	
Property ID:	59231
Legal Description:	KILLEEN AREA INVESTMENT CORP INDUSTRIAL TRACT, LOT PT TR C, ACRES 5.911
Geographic ID:	0186560200
Agent:	FIVE STONE PROPERTY TAX
Туре:	Real
Location	
Address:	MARTIN LUTHER KING JR BLVD KILLEEN, TX
Map ID:	29D03 B03
Neighborhood CD:	LKIL01TRN
Owner	
Owner ID:	711539
Name:	GENERATION III LP
Mailing Address:	PO BOX 996 KILLEEN, TX 76540-0996
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

EARNEST MONEY CONTRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BELL

This Earnest Money Contract ("Agreement") is made by and between GENERATION III, LP (hereinafter referred to as "Seller"), and SUPERURBAN REALTY VENTURES, LLC, a Texas limited liability company, or its assigns (hereinafter referred to as "Purchaser"), upon the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree:

ARTICLE I. PURCHASE AND SALE

Upon satisfaction of the conditions herein, Seller will sell and convey, and Purchaser will purchase and pay for the real property described as follows:

An approximately 5.911 +/- acre tract consisting of the following Bell County parcel in the KILLEEN AREA INVESTMENT CORP INDUSTRIAL TRACT, LOT PT TR C, ACRES 5.911 which is located on Dogwood Blvd, Killeen, Texas, (Property ID 59231 / Geo ID 0186560200) and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

The conveyance shall be together with all and singular the rights, appurtenances and entitlements pertaining to the property, including the Seller's right, title, and interest in any utilities, adjacent streets on which the property fronts (all of such real property, rights, and appurtenances being hereinafter referred to as the "Property"), for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

ARTICLE II. PURCHASE PRICE

Amount of Purchase Price

- 2.01 The purchase price for said Property shall be TWO-HUNDRED AND TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$225,000.00) the "Purchase Price".
 - 2.02 Adjustment to Purchase Price. None

Payment of Purchase Price

- 2.03 The Purchase Price shall be payable as follows:
- (a) Purchaser has delivered for deposit with Monteith Abstract Company 2707 East Stan Schlueter Loop, Suite 101, Killeen, Texas 76542, Attention: Diana Brown, Manager (hereinafter referred to as the "Title Company") a cash sum (hereinafter referred to as the "Earnest Money") in the amount of \$10,000.00 not later than five (5) days after the Effective Date, as set out in Article III, which shall be credited to the Purchase Price.
 - (b) At closing, the entire Purchase Price shall be paid in cash.

ARTICLE III. EARNEST MONEY

For the purpose of securing performance of Purchaser under the terms and provisions of this Agreement, Purchaser has deposited Earnest Money in the amount of \$10,000.00 with the Title Company, which sums shall be credited to Purchaser at closing.

ARTICLE IV. CONDITIONS TO PURCHASER'S OBLIGATIONS

- 4.01 Seller shall cooperate with Purchaser in re-platting or re-zoning, if necessary. Any such re-platting or re-zoning will be at Purchaser's cost.
- 4.02 In the event that the Property is not currently zoned to allow multi-family residential development or if site plan approval is necessary, Scller agrees to cooperate with Purchaser in making application with the City of Killeen / Bell County for a zoning change or for site plan approval, such that Purchaser will be able to develop and construct a multi-family residential development project on the Property. The re-zoning applications or site plan approval application shall be signed by Seller and shall request zoning or site plan approval to accommodate a multi-family residential development with such re-zoning or approval to take effect on or before the Closing Date. If the Property is not zoned for multi-family development or if site plan approval is not received by the necessary authorities from the City of Killeen / Bell County on or before such date, Purchaser may terminate this Agreement and receive full return of the Earnest Money and any Extension Fees.

Title Insurance Commitment

4.03 The parties hereby instruct the Title Company to deliver to Purchaser and Seller (and the Surveyor) within twenty (20) days after the Effective Date, a title commitment covering the Property indicating all exceptions, if any, to Seller's title (the "Title Commitment") and binding the Title Company to issue at the closing an Owner's Policy of Title Insurance issued by a title insurance company approved by Purchaser on the standard form of policy prescribed by the Texas Department of Insurance and in the full amount of the Purchase Price, together with legible copies of all documents constituting exceptions to Seller's title (the "Exception Documents").

Survey

4.04 It is agreed that following execution of this Agreement, Purchaser shall obtain an updated survey at Purchaser's expense (the "Survey"). The parties hereto agree that the metes and bounds description of the Property prepared by the surveyor, once approved by the Title Company, shall be substituted for Exhibit "A" attached to this Agreement.

Title Review

4.05 Purchaser shall have twenty (20) days (the "Title Review Period") after receipt of the Survey, the Title Commitment and the Exception Documents to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Title Commitment or the Survey. Any item contained in the Title Commitment, the Exception Documents or the Survey to which Purchaser does not object during the Title Review Period shall be deemed a "Permitted Exception."

Cure or Removal of Unpermitted Exceptions and Encumbrances

4.06 If Purchaser delivers to Seller written objections within twenty (20) days after receipt of the Survey, Title Commitment and the Exception Documents, Seller shall in good faith attempt to cure (but has no obligation to cure) the objections prior to Closing. If by Closing, Seller, in good faith, is unable to cure such defects, then Purchaser as its sole remedy may either (i) terminate this Agreement and receive a full refund of the Earnest Money or (ii) waive the objections and accept such title as Seller is able to convey (with each uncured objection being also deemed a Permitted Exception).

ARTICLE V. CONDITION OF PROPERTY AND FEASIBILITY PERIOD

- 5.01 Seller shall deliver possession of the premises to Purchaser in its present condition "AS IS, WHERE IS AND WITH ALL FAULTS."
- 5.02 IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING CONVEYED "AS IS, WHERE IS AND WITH ALL FAULTS". THE OCCURRENCE OF THE CLOSING SHALL CONSTITUTE AN ACKNOWLEDGEMENT BY PURCHASER THAT THE PROPERTY WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, AND OTHERWISE IN AN "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION BASED SOLELY ON PURCHASER'S OWN INSPECTION THEREOF AND THE PROVISIONS OF THIS PARAGRAPH HEREIN, AS WELL AS THE FOLLOWING PARAGRAPH WHICH PARAGRAPH SHALL BE INCORPORATED INTO THE DEED CONVEYING SUCH PROPERTY:

SELLER CONVEYS THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS." SELLER DISCLAIMS ALL EXPRESS WARRANTIES (OTHER THAN THE

WARRANTY OF TITLE CONTAINED HEREIN), ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. SELLER DISCLAIMS ALL REPRESENTATIONS OTHER THAN FOR THOSE SET FORTH IN THIS EARNEST MONEY CONTRACT FOR THIS PROPERTY.

5.03 PURCHASER ACKNOWLEDGES THAT PURCHASER SHALL FULLY INSPECT THE PROPERTY AND THAT NO STATEMENT OR DECLARATION, REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, HAS BEEN MADE BY SELLER, OR BY ANY OFFICER, EMPLOYEE, AGENT OR SALES REPRESENTATIVE OF SELLER TO PURCHASER CONCERNING ANY MATTER RESPECTING THE PROPERTY WHICH HAS BEEN RELIED ON BY PURCHASER IN ENTERING INTO THIS AGREEMENT OR WHICH HAS FORMED AN INDUCEMENT TO PURCHASER TO ENTER INTO THIS AGREEMENT.

Feasibility Period

- 5.04 Purchaser may terminate this Agreement for any reason on or before August 31, 2022 (the "Feasibility Period") by providing Seller written notice of termination subject to the following conditions:
- (a) If this Agreement is terminated by Purchaser within 90 days of the Effective Date, the Earnest Money will be refunded to Purchaser less \$1,000.00 that Seller will retain as independent consideration for Purchaser's unrestricted right to terminate during this time.
- (b) If this Agreement is terminated by Purchaser within 91 days after the Effective Date but prior to or on May 31, 2022, the Earnest Money will be refunded to Purchaser less \$5,000.00 that Seller will retain as independent consideration for Purchaser's unrestricted right to terminate during this time.
- (c) If this Agreement is terminated by Purchaser after May 31, 2022, but prior to or on July 31, 2022, the Earnest Money will be refunded to Purchaser less \$8,000.00 that Seller will retain as independent consideration for Purchaser's unrestricted right to terminate during this time.
- (d) If this Agreement is terminated by Purchaser after July 31, 2022, but prior to or on August 31, 2022, the Earnest Money will be refunded to Purchaser less \$10,000.00 that Seller will retain as independent consideration for Purchaser's unrestricted right to terminate during this time.
- (e) Purchaser has tendered the independent consideration to Seller upon payment of the amount specified in Article III above. The independent consideration is to be credited to the Purchase Price only upon closing.

Representations by Seller

5.05 Seller represents and warrants the following:

- (a) Seller has full right, title and authority to enter into this Agreement, and that no other party has any right, option, interest, or claim to all or any part of the Property, whether subject to earnest money contract, option agreement, right of first refusal, reversionary or future interests; and this Agreement, when executed and delivered by Seller and Purchaser will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.
- (b) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder).
- (c) No party has or shall have on the Closing Date any rights in the Property, or any right to acquire the Property.
- (d) There are no tenant leases covering any part of the Property and Purchaser shall have full right to possession of the Property after closing.
- (e) There are no actions, suits, claims, assessments, or proceedings pending, to Seller's actual knowledge, threatened, against the Property.
- (f) From the date hereof through Closing Date, Seller will not create, nor consent to any changes in the condition of title (except as provided in (a) above), except liens that will be paid at closing.
- (g) To Seller's actual knowledge, Seller has received no notice of any alleged, threatened or actual violation of any law, ordinance or regulation.
- (h) To Seller's actual knowledge, there is no preclusion for multi-family residences, no pending condemnation or similar proceeding affecting the Property, or any portion thereof, nor does Seller have any actual knowledge that any such action is presently contemplated; nor to the actual knowledge of Seller are there any pending public improvements in, about or outside the Property that will in any manner affect access to the Property or result in additional assessments against the Property.
- (i) No attachment, execution, assignment for the benefit of creditors, receivership, conservatorship or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relieve laws has been filed by or against Seller or the Property nor to Seller's actual knowledge is any such action contemplated or pending by or against Seller or the Property.
- (j) To Seller's actual knowledge, Seller has not caused or permitted any Hazardous Materials to be used, generated, released, discharged, stored, disposed, placed, handled or transported on, under, in, above, to or from the Property or any part thereof. For the purposes of the foregoing representations and warranties,

- (i) "Hazardous Materials" shall mean any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9602 et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) underground storage tanks, whether empty, filled or partially filled with any substance; (vi) any substance the presence of which on the Property is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions; and (vii) any other substance which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions require special handling or notification in its collection, storage, treatment or disposal.
- (k) From and after the Effective Date hereof and prior to the Closing Date, Seller shall not, without Purchaser's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned), execute or enter into any development, restrictive covenant agreements, leases, licenses, easements or other material contracts or agreements of any kind or nature affecting the Property, or any portion thereof.
- 5.06 THE PROVISIONS OF THIS SECTION V SHALL SURVIVE THE CLOSING AND THE DELIVERY OF THE DEED FOR A PERIOD OF TWELVE (12) MONTHS.

ARTICLE VI. PURCHASERS' REPRESENTATIONS

- 6.01 Purchaser has taken all corporate and other action necessary to approve and effect the transaction contemplated hereby and authorize execution of this Agreement by the individuals who are executing it. Purchaser is a duly formed and validly existing business in the jurisdiction where the Property is located.
- 6.02 The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of or constitute a default under, the Purchaser's organizing document, any agreement of Purchaser or any instrument to which Purchaser is a party or by which Purchaser is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

ARTICLE VII. CLOSING

7.01 Closing shall occur at the Title Company's office on or before 30 days after the expiration of the Feasibility Period (the "Closing Date"). General real estate taxes for the year of closing relating to the Property shall be prorated as of the Closing Date. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the

basis of the most recently approved tax rates applied to the latest assessed valuation and adjusted when actual figures are available. There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds.

Seller will pay any "rollback" taxes assessed for the periods prior to closing and pay or credit to Purchaser Seller's pro-rata share of taxes for the year of closing. Purchaser shall assume the payment of taxes for the year of closing, and thereafter.

Extension of Closing Date

- 7.02 Purchaser shall have the right to extend the Closing Date for five (5) additional periods of thirty (30) days each for a fee of \$5,000.00 ("Extension Fee") per extension period. All Extension Fees shall be paid to the Title Company and shall be immediately released to Seller and non-refundable but applicable to the Purchase Price.
- 7.03 All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
 - (a) Surveys and studies commissioned by Purchaser to be paid by Purchaser.
 - (b) Purchaser's owner's title policy shall be paid by Seller for a title insurance policy with an insured face value of the Purchase Price;
 - (c) Recording fees paid by Purchaser.
 - (d) Title Company charges for escrow fees and messenger fees to be paid fifty percent (50%) by Seller and fifty percent (50%) by Purchaser. Incidental fees and fees incurred to remove standard exceptions from the title policy to be paid by Purchaser; tax certificates to be paid by Seller.
 - (e) All costs and fees associated with platting and re-zoning of the Property shall be paid by Purchaser.
- 7.04 <u>Seller's Responsibilities</u>. The obligations of Purchaser hereunder shall be subject to the delivery to Purchaser at Closing, of the following documents, all of which shall be fully executed at Seller's sole cost and expense:
 - (a) A commitment for an Owner's Policy of Title Insurance for the Property issued by the Title Company in the full amount of the Sales Price, dated as of the Closing Date, insuring Purchaser's fee simple title to the Property and access easements associated with the Property to be good and indefeasible subject only to the Permitted Exceptions, and the standard printed exceptions contained in the usual form of the Title Policy.
 - (b) Special Warranty Deed in the form and substance substantially similar to that attached hereto as **Exhibit B** conveying to Purchaser the Property,

- subject only to the Permitted Exceptions and such additional encumbrances as Purchaser shall agree upon.
- (c) A Non-Foreign Certificate in accordance with Section 1445 of the Internal Revenue Code.
- (d) Reasonable evidence (satisfactory to the Title Company) of Seller's capacity and authority for closing this transaction.
- (e) Other documents reasonably requested by the Title Company as administrative requirements for closing this transaction.
- 7.05 <u>Purchaser's Responsibilities</u>. On the Closing Date, Purchaser shall deliver to Seller, at Purchaser's solc cost and expense, the following:
 - (a) The Purchase Price of the Property paid in "good funds".
 - (b) Reasonable evidence (satisfactory to the Title Company) of Purchaser's capacity and authority for closing this transaction.
 - (c) Other documents reasonably requested by the Title Company as administrative requirements for closing this transaction.

ARTICLE VIII. BREACH BY SELLER

In the event of a breach of this Agreement by Seller, Purchaser's only remedy against Seller shall be (i) the return to Purchaser of the Purchaser's Earnest Money and any Extension Fees, if applicable, or (ii) enforce specific performance of this agreement. Purchaser waives all other rights, remedies and damages. If Purchaser shall choose to have the Earnest Money and any Extension Fees, if applicable, refunded, Seller shall deliver to Purchaser an executed release within five (5) days of demand on a form approved by the title company, releasing the Title Company and Purchaser from all known and unknown liabilities and claims, including claims to the Earnest Money and directing the Title Company to pay the Earnest Money and Extension Fees, if applicable, to Purchaser. Purchaser shall likewise, execute such release, releasing Seller from all known and unknown claims. If Seller fails to timely and duly execute such a release to Purchaser within five (5) days of demand, Purchaser shall be entitled to elect and recover other damages and/or remedies.

ARTICLE IX. BREACH BY PURCHASER

In the event of a breach of this Agreement by Purchaser, Seller's only remedy against Purchaser shall be the payment to Seller of the Earnest Money and any paid Extension Fees, which shall be paid to Seller as Seller's sole remedy, provided that Purchaser delivers to Seller within five (5) days of demand, all surveys, reports and studies relating to the Property and an executed

release within five (5) days of demand on a form approved by the title company, releasing the Title Company and Seller from all known and unknown liabilities and claims, including claims to the Earnest Money, Extension Fees and/or the Property and directing the Title Company to pay the Earnest Money and any Extension Fees to Seller. Seller shall likewise, execute such release, releasing Purchaser from all known and unknown claims. Seller waives all other rights, remedies and damages.

ARTICLE X. BROKERAGE FEES

All brokerage fees will be paid by the Seller. At the closing of this sale, Seller will pay: Principal Broker a total cash fee of: 3% of sales price and Cooperating Broker a total cash fee of: 3% of the sales price. The cash fees will be paid in McLennan County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing. See attached – Exhibit C – Broker Info Sheet.

ARTICLE XI. MISCELLANEOUS

Assignment of Contract

Purchaser shall have the right to assign this Agreement.

Notice

All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing by either: (i) personally delivered to the intended recipient; (ii) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified on the signature page hereof; (iii) delivered in person to the address set forth on the signature page hereof for the party to whom the notice was given; (iv) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, addressed to such party at the address specified on the signature page hereof; or (v) sent by e-mail and facsimile provided that receipt for such facsimile is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Notices shall be effective on the date of delivery or receipt, or if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the notice is mailed. For purposes hereof, the addresses of the parties for all notices are as set forth on the signature pages hereof (unless changed by similar notice in writing given by the particular person whose address is to be changed).

Texas Law to Apply

This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bell County, Texas.

Parties Bound

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this contract.

Prior Agreements Superseded

This Agreement between Seller and Purchaser, constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Effective Date

Time is of the essence hereof. For purposes of calculation of all time periods mentioned herein, the effective date of this Agreement (the "Effective Date") shall be the date upon which the Title Company receipts for a fully executed copy of this Agreement.

Compliance

In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or have the abstract covering the Property examined by an attorney of its own selection.

Holidays

In the event that the date upon which any duties or obligations hereunder to be performed shall occur upon a Saturday, Sunday or legal holiday, then, in such event, the due date for performance of any duty or obligation shall thereupon be automatically extended to the next succeeding business day.

Counterpart Execution

To facilitate execution, this Agreement may be executed in as multiple counterparts. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Copies of signature pages to this Agreement are effective as original signatures.

[Remainder of page intentionally left blank.]

SEL	T	ΕR	٠
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GENERATION III LP

By: Mary kliewer

Name: Mary Kleiwer

Title: Member

By: ___ Elizabeth Blackstone

Name: Elizabeth Blackstone

Title: <u>Member</u>

ADDRESS OF SELLER:

P.O. BOX 996 KILLEEN, TX 76540

Phone: E-Mail:

PURCHASER:

SUPERURBAN REALTY VENTURES, LLC

Jervon Harris, Manager

ADDRESS OF PURCHASER:

Attention: Jervon Harris SuperUrban Realty Ventures, LLC 5416 Palmer Street Houston, TX 77004

Phone: 713-503-4477

E-Mail: jervonharris@yahoo.com

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY



EXHIBIT "B"

SPECIAL WARRANTY DEED

THE STATE OF TEXAS	§	
COUNTY OF	§ §	KNOW ALL MEN BY THESE PRESENTS
THAT		(hereinafter called "Grantor"), for and in
consideration of the sum of TEN A	AND NO	/100 DOLLARS (\$10.00) and other good and valuable
consideration, the receipt and suff	ficiency of	of which are hereby acknowledged and confessed, has
GRANTED, SOLD and CONVEY	YED, and	by these presents does GRANT, SELL and CONVEY
		called "Grantee"), Grantee's address for the purposes
hereof being		the following described real property
together with all improvements a	nd fixtur	res (if any) thereon, and all rights and appurtenances
pertaining to such real property, in	cluding a	any right, title and interest of Grantor in and to any and
all roads or streets affecting, bene-	fiting or l	bounding such real property, any easements benefiting
		s of property abutting or bounding such real property
(collectively, the "Property"), to-v		1 1 , see a

See **Exhibit A** attached hereto.

This conveyance is made by Grantor and accepted by Grantee subject to any easements, conditions, mandatory homeowners assessments and/or restrictions of record affecting the title to the Property to the extent such matters are validly existing and are applicable to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its successors, assigns and legal representatives forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors, assigns and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereto by, through or under Grantor but not otherwise, subject, however to the Permitted Exceptions.

GRANTOR CONVEYS THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS." GRANTOR DISCLAIMS ALL EXPRESS WARRANTIES (OTHER THAN THE WARRANTY OF TITLE CONTAINED HEREIN), ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. GRANTOR DISCLAIMS ALL REPRESENTATIONS OTHER THAN FOR THOSE SET FORTH IN THE EARNEST MONEY CONTRACT FOR THIS PROPERTY.

	and payment of	have been prorated as of the effective date hereof f ad valorem taxes for 2021 and subsequent years for
EXECUTED as of the day of,		nowledgment hereto, and delivered and effective the
		GRANTOR:
		By: Name: Title:
STATE OF TEXAS	§ §	
COUNTY OF	.§	
,		before me on, 2021, by of,
on behalf of said	•	
		Notary Public, State of Texas

EXHIBIT C

Principal Broker: Wright-Brown Corporation

Agent: James Wright

Address: 3800 S WS Young Dr Ste. 101

Killeen, TX

Phone: 254-289-3145

Email: jim@jwcrentals.com

License No: 277160 / 181945

Principal Broker represents Seller only.

Cooperating Broker: Turner Behringer Real

Estate, LLC

Agent: Brad Wetzel

Address: 1224 Austin Ave Ste 330 Waco, TX

76701

Phone: 254-709-9703

Email: brad@tbretexas.com

License No: 9007476 / 694170

Cooperating Broker represents Buyer only.

DEPOSIT RECEIPT

EARNEST MONEY OR EXTENSION FEE

In connection with the acknowledgement of dated 12.3(-2	ne real estate transaction #	2260282106	438	this is
	f receipt of \$	_>00 as deposit in	the form of wire	e transfer
TITLE COMPANY: BY:	Commonwealth Affaell ESCROW OFFICER	Title		

Property Information	
Project Name	Ridge Lofts at Skylark - Elderly (97 units Mixed Income)
Location	Killeen, TX
County/MSA	Bell
New Construction/Rehab	New Construction
Development Type	Senior
Number of Units	76
Credit Type	%6
Annual LIHTC (Federal)	\$1,838,166
Annual LIHTC (State)	0\$
First Year Credit	2024
Total Development Cost	\$19,500,691
Estimated Closing Date	1/1/2023

Unit Mix				
Unit Type	Targeted AMI %	# of Units	Avg. Unit SF	Rent
1BD/1ba	30%	0	009	\$304
1BD/1ba	20%	0	009	\$546
1BD/1ba	%09	0	009	\$668
1BD/1ba	MKT	0	009	\$728
1BD/1ba	30%	ស	672	\$304
1BD/1ba	20%	19	672	\$546
1BD/1ba	%09	4	672	\$668
1BD/1ba	MKT	61	672	\$728
2BD/2ba	30%	4	855	\$358
2BD/2ba	20%	17	855	\$649
2BD/2ba	%09	41	855	\$795
2BD/2ba	MKT	ſΩ	855	\$874
3BD/2ba	30%	0	1125	\$406
3BD/2ba	20%	0	1125	\$743
3BD/2ba	%09	0	1125	\$911
3BD/2ba	MKT	0	1125	\$1,009
Total/Avg		97	798	\$675
Gross Annual Rent	Rent Potential			\$785,424

Stabilized Operations	
Potential Gross Rental Income	\$785,424
Annual Other Income	\$29,100
Total Gross Rental Income	\$814,524
Less Residential Vacancy & Loss @ 7.50%	\$61,089
Commercial Income	0\$
Less Commercial Vacancy	0\$
Effective Gross Income	\$753,435
Add Operating Reserve	0\$
Less Operating Expenses	\$486,265
Net Operating Income	\$267,170
Less Mandatory Debt Service	\$213,709
Remaining Cash Flow	\$53,461
Debt Coverage Ratio	1.25
Onerating Expense Ratio	64.54%

Applicant has reached out to various organizations, churches, and civic clubs in the community and at this time anticipates up to four community support letters to add to this application. Applicant looks forward to submitting those letters and creating additional support for this development.

Applicant has been in communication with Councilmember Jessica Gonzalez and is currently working on scheduling a meeting.

We build strength, stability, self-reliance and shelter.

January 6, 2022

Mr. Bobby Wilkinson, Executive Director Texas Department of Housing and Community Affairs P.O. Box 13941 Austin, TX 78711-3941

RE: 2022 Application to the Texas Department of Housing and Community Affairs for an Allocation of Low-Income Housing Tax Credits to Construct Ridge Lofts at Skylark in Killeen, Texas, TDHCA Application #22087

Dear Mr. Wilkinson,

I'd like to take a moment to express Fort Hood Area Habitat for Humanity's support for the Ridge Lofts at Skylark housing development, TDHCA application No. 22087, located at W of Dogwood Blvd. and S of Beechwood Ln. in Killeen, Texas in Bell County. This application is being submitted to the Texas Department of Housing and Community Affairs by CSH East Avenue Crossing, Ltd.

As both the City of Killeen and Bell County continue to grow, there is a greater need for affordable housing at affordable rental rates. This community is in dire need of more affordable solutions for the continued attraction of servicemembers choosing Central Texas (Bell County region) as their permanent home, after service. Affordable housing solutions also attract new industry and sustain businesses we have in the area. Ridge Lofts at Skylark could provide a new, safe and affordable housing option for the community to live. Overall, the well-being of all members in the community is critically important to growth and long-term sustainability for our community.

The Fort Hood Area Habitat for Humanity is a 501c(3) Texas nonprofit corporation, located at 2601 Atkinson Avenue, Killeen, TX 76543. As part of the neighborhood and community in which Ridge Lofts at Skylark will be located, we strongly support this application for tax credits because of our community's great need for quality affordable housing at affordable rental rates. Ultimately, we look forward to seeing this project developed.

phone: (254) 680-4007

email: habitat@fhahfh.org

Sincerely,

Ken Cates U.S. Army (ret)

CEO



Ridge Lofts at Skylark - Elderly (97 units) 15-Year Pro forma

Year Number	Lease-up, 1	2	6	4	ß	9	7	8	6	10	11	12	13	14	15	16
Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Income from Operations																
Potential Gross Rental Income	\$785,424	\$801,132	\$817,155	\$833,498	\$850,168	\$867,172	\$884,515	\$902,205	\$920,249	\$938,654	\$957,427	\$976,576	\$996,108	\$1,016,030	\$1,036,350	\$1,057,077
Annual Other Income	29,100	29,682	30,276	30,881	31,499	32,129	32,771	33,427	34,095	34,777	35,473	36,182	36,906	37,644	38,397	39,165
Total Gross Rental Income	814,524	830,814	847,431	864,379	881,667	899,300	917,286	935,632	954,345	973,432	992,900	1,012,758	1,033,013	1,053,674	1,074,747	1,096,242
Less Residential Vacancy & Loss 7.50%	(61,089)	(62,311)	(63,557)	(64,828)	(66,125)	(67,448)	(68,796)	(70,172)	(71,576)	(73,007)	(74,468)	(75,957)	(77,476)	(79,026)	(80,606)	(82,218)
Commercial Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Less Commercial Vacancy 10.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Utility Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Effective Gross Income from Operations	753,435	768,503	783,873	799,551	815,542	831,853	848,490	865,460	882,769	900,424	918,433	936,801	955,537	974,648	994,141	1,014,024
Operating Expenses																
Operating Expenses Before RR and RE Taxes	393,872	405,349	417,163	429,325	441,845	454,734	468,001	481,660	495,720	510,194	525,095	540,435	556,226	572,483	589,219	606,448
Real Estate Taxes	68,144	70,188	72,294	74,462	76,696	78,997	81,367	83,808	86,322	88,912	91,579	94,327	97,156	100,001	103,073	106,165
Less Real Estate Tax Abatement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Operating Expenses Before RR	462,015	475,537	489,457	503,788	518,542	533,731	549,368	565,468	582,042	599,106	616,674	634,761	653,383	672,554	692,292	712,613
Cash Flow After Operations																
Net Operating Income Before RR	291,420	292,967	294,417	295,763	297,000	298,122	299,121	299,992	300,727	301,318	301,758	302,040	302,155	302,094	301,849	301,410
Less RR	(24,250)	(24,978)	(25,727)	(26,499)	(27,294)	(28,112)	(28,956)	(29,824)	(30,719)	(31,641)	(32,590)	(33,568)	(34,575)	(35,612)	(36,680)	(37,781)
Net Operating Income Before Debt Service	267,170	267,989	268,690	269,265	269,707	270,010	270,166	270,167	270,007	269,677	269,168	268,472	267,580	266,482	265,169	263,630
EGI to Operating Expense Ratio	1.55	1.54	1.52	1.51	1.49	1.48	1.47	1.45	1.44	1.43	1.41	1.40	1.39	1.38	1.36	1.35
Hard Debt Payments	213,709	213,709	213,709	213,709	213,709	213,709	213,709	213,709	213,709	213,709	213,709	213,709	213,709	213,709	213,709	213,709
Hard Debt Service Coverage Ratio	1.25	1.25	1.26	1.26	1.26	1.26	1.26	1.26	1.26	1.26	1.26	1.26	1.25	1.25	1.24	1.23
Shortfall to (X) DSCR 1.15x	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Available for the Cash Waterfall	\$53.461	\$54.281	\$54.981	\$55.556	\$55.998	\$56.301	\$56.457	\$56.459	\$56.299	\$55.969	\$55.460	\$54.764	\$53.872	\$52,774	\$51.460	\$49.921
	1000	101	100100	2000	2000	10000	000	200	00100	2000	200	100	1000	1	-	10101

The developer, consultant and owner have over forty years of multifamily development experience. The following list represents past consultant, developer, legal or real estate analysis participation, collaborating with some of the best in the multifamily industry.

Artistry at Craig Ranch (McKinney, TX) – new constructions, 163 units Artistry at Edgestone (Frisco, TX) – new constructions, 188 units Gala at Oak Crest Estates (Euless, TX) – new constructions, 120 units Gala at Four Corners (Houston, TX) – new constructions, 90 units Gala at Melissa (Melissa, TX) – new constructions, 93 units Gala at Texas Parkway (Missouri City, TX) – new constructions, 86 units Jubilee at Texas Parkway (Missouri City, TX) – new constructions, 82 units Ashford Parkside (Dunwoody, GA) - redevelopment, 151 units Ashford Landing (Dunwoody, GA) - redevelopment, 117 units Norman Berry (East Point, GA) - new construction, 119 units Princeton Court (College Park, GA) - new construction, 116 units HearthSide Towne Lake (Woodstock, GA) - redevelopment, 100 units HearthSide Johns Creek (Johns Creek, GA) - new construction, 90 units HearthSide Brookleigh (Brookhaven, GA) - redevelopment, 121 units HearthSide Peachtree City (Peachtree City, GA) - new construction, 96 units HearthSide Sugarloaf (Lawrenceville, GA) – new construction, 110 units MainStreet Winder (Winder, GA) - new construction, 64 units MainStreet Braselton (Braselton, GA) – new construction, 80 units Provision at Four Corners (Houston, TX) – new construction, 132 units Provision at West Bellfort (Houston, TX) – new construction, 116 units Provision at Melissa (Houston, TX) – new construction, 120 units Provision at North Valentine (Hurst, TX) – new construction, 96 units River View (Corpus Christi, TX) – new construction, 96 units Bella Vista (Alton, TX) - new construction, 120 units Riverstone (Corpus Christi, TX) - new construction, 60 units Wyndham Pointe (Columbia, SC) - new construction, 180 units Westchase Park (Fulton County, GA) - new construction, 224 units Vineyards Browns Mill (Atlanta, GA) - new construction, 210 units Brookside Park (Atlanta, GA) - new construction, 200 units Orchard Walk (Decatur, GA) - acquisition rehab, 204 units Lancaster Senior Village (Houston, TX) - new construction, 144 units Las Palomas (McAllen, TX) – new construction, 122 units Jackson Apartments (McAllen, TX) - new construction, 120 units San Juan Mission Villas (San Antonio, TX) – new construction, 102 units South Rice Apartments (Houston, TX) - new construction, 115 units Willow Creek (Alvin, TX) – acquisition rehab, 128 units Taylor Senior Village (Mission, TX) – new construction, 112 units Patriot Park (Plano, TX) – new construction, 139 units Coastal Bend Crossing (Aransas Pass, TX) – new construction, 80 units Residences at Lake Waco (Waco, TX) – new construction, 90 units Avenue at Sycamore Park (Fort Worth, TX) – new construction, 108 units Dian Street Villas (Houston, TX) – new construction, 108 units Taylor Farms (Dallas, TX) – new construction, 160 units Hillside West (Dallas, TX) – new construction, 130 units Millennium (McKinney, TX) – new construction, 164 units Post Oak (McKinney, TX) – new construction, 182 units Skyline at Cedar Crest (Dallas, TX) – new construction, 107 units **Tomball Senior Village** (Tomball, TX) – new construction, 59 units Westheimer Garden Villas (Houston, TX) – new construction, 85 units

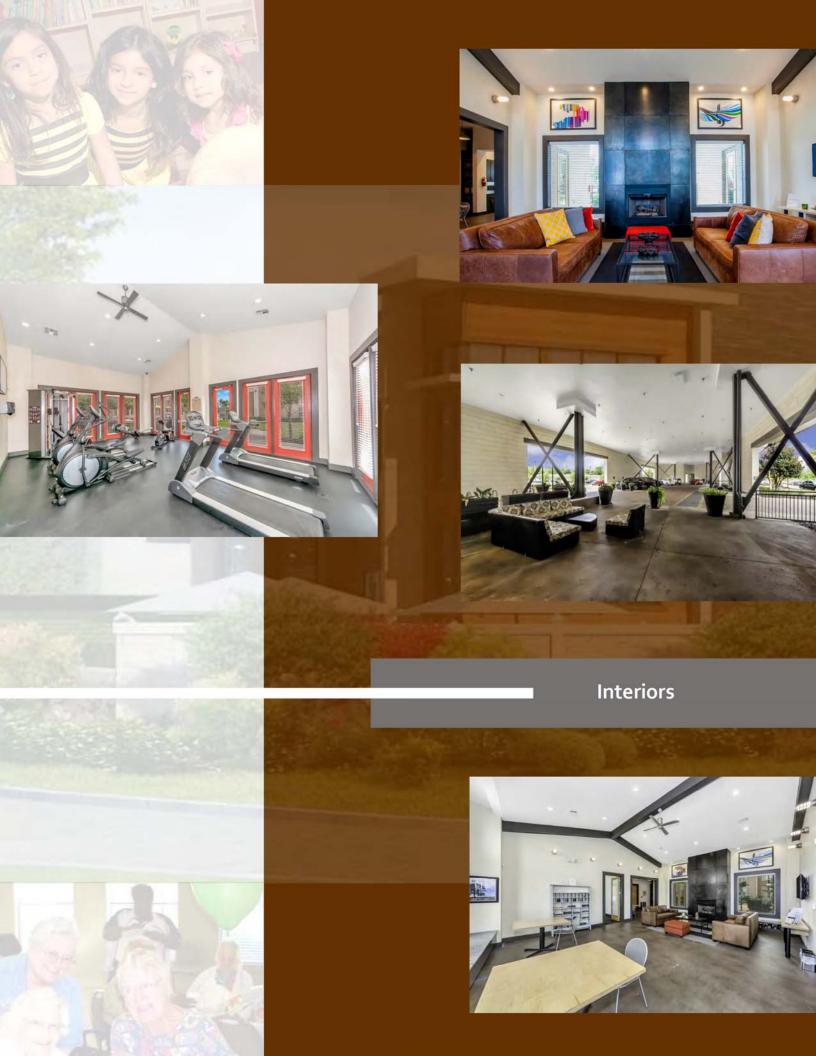
Experience

48+
developments



5,700+







GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1472748196300
File/Vendor Number: 489736
Approval Date: 21-FEB-2019
Scheduled Expiration Date: 21-FEB-2023

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SUPERURBAN REALTY VENTURES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 22-FEB-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Jervon Harris

Professional Experience

Jervon Harris has over 14 years of experience in the finance, design and construction of housing communities with a broad range of development expertise gained from hands-on involvement in the planning, financing and construction of mixed income and mixed-use developments. Completed communities have included developments in Georgia, South Carolina and Texas.

An accomplished real estate developer, Jervon has served most recently as a senior executive and development partner where he has overseen development and construction of multifamily apartment and age-restricted senior living communities in Texas. He's been primarily responsible for identifying and evaluating opportunities for development of affordable (tax credit) and luxury market rate housing while managing all daily operations and overseeing all aspects of development including site selection, planning, financing, construction and lease-up.

While overseeing development operations starting in 2014, his leadership resulted in the closing of twelve (12) affordable developments funded with allocations of 9% housing tax credits and two (2) market rate senior living developments. More specifically, his efforts have contributed to ten (10) completed communities and four (4) developments under construction.

Uniquely skilled with a degree and background in civil engineering, Jervon began his career as a design engineer and project manager later becoming a development manager and then vice president of development at an Atlanta based development company where his primary responsibility was overseeing the planning, entitlement and construction phases of residential projects. He's most recently served in a leadership role acting as a senior vice president and co-developer spearheading growth and expansion into Texas. Jervon successfully managed the strategic planning process, established key relationships in the marketplace and delivered completed developments.

Jervon has track record accomplishment in every aspect entitlement, development and construction resulting in completion of multifamily living communities with 3,272 units completed and 472 units currently under construction. 3,744 units total exceeding \$535M in total development cost.

Jervon is a graduate of Georgia Southern University with a degree in Civil Engineering.

Overall Development Experience

THE BELOW REPRESENT KEY INDIVIDUAL INVOLVEMENT

Senior Living Experience

- Artistry at Craig Ranch (McKinney, TX) new constructions, 163 units (\$28.79M)
- Artistry at Edgestone (Frisco, TX) new constructions, 188 units (\$41.59M)
- Gala at Oak Crest Estates (Euless, TX) new constructions, 120 units (\$15.92M)
- Gala at Four Corners (Houston, TX) new constructions, 90 units (\$20.02M)
- Gala at Melissa (Melissa, TX) new constructions, 93 units (\$18.11M)
- Gala at Texas Parkway (Missouri City, TX) new constructions, 86 units (\$17.77M)
- Jubilee at Texas Parkway (Missouri City, TX) new constructions, 82 units (\$16.99M)
- Ashford Parkside (Dunwoody, GA) redevelopment, 151 units (\$18.1M)
- Ashford Landing (Dunwoody, GA) redevelopment, 117 units (\$12.5M)
- Norman Berry (East Point, GA) new construction, 119 units (\$12.6M)
- Princeton Court (College Park, GA) new construction, 116 units (\$11.1M)
- HearthSide Towne Lake (Woodstock, GA) redevelopment, 100 units (\$15.3M)
- HearthSide Johns Creek (Johns Creek, GA) new construction, 90 units (\$13.7M)
- HearthSide Brookleigh (Brookhaven, GA) redevelopment, 121 units (\$15.7M)
- HearthSide Peachtree City (Peachtree City, GA) new construction, 96 units (\$15.4M)
- HearthSide Sugarloaf (Lawrenceville, GA) new construction, 110 units (\$17.1M)
- MainStreet Winder (Winder, GA) new construction, 64 units (\$9.8M)
- MainStreet Braselton (Braselton, GA) new construction, 80 units (\$13.1M)

Multifamily Apartment Experience

- Provision at Four Corners (Houston, TX) new construction, 132 units (\$22.62M)
- Provision at West Bellfort (Houston, TX) new construction, 116 units (\$20.84M)
- Provision at Melissa (Houston, TX) new construction, 120 units (\$21.76M)
- Provision at North Valentine (Hurst, TX) new construction, 96 units (\$18.29M)
- **River View** (Corpus Christi, TX) new construction, 96 units (\$14.7M)
- **Bella Vista** (Alton, TX) new construction, 120 units (\$16.5M)
- **Riverstone** (Corpus Christi, TX) new construction, 60 units (\$10.3M)
- Wyndham Pointe (Columbia, SC) new construction, 180 units (\$19.7M)
- Westchase Park (Fulton County, GA) new construction, 224 units (\$19.2M)
- Vineyards Browns Mill (Atlanta, GA) new construction, 210 units (\$18.2M)
- Brookside Park (Atlanta, GA) new construction, 200 units (\$18.7M)
- Orchard Walk (Decatur, GA) acquisition rehab, 204 units (\$20.8M)

Texas Development Experience

THE BELOW REPRESENT KEY INDIVIDUAL INVOLVEMENT

RIVERSTONE

Corpus Christi, Texas

Category: Family (Affordable)

Units: 60

Role: Development Services
Construction Complete: 2016



Alton, Texas

Category: Family (Affordable)

Units: 120

Role: Development Services
Construction Complete: 2016

RIVER VIEW AT CALALLEN

Corpus Christi, Texas

Category: Family (Affordable)

Units: 96

Role: Development Services
Construction Complete: 2018

PROVISION at FOUR CORNERS

Four Corners (Houston), Texas Category: Family (Affordable)

Units: 132

Role: Development Services
Construction Complete: 2018

GALA at OAK CREST ESTATES

Euless, Texas

Category: Senior Living (Affordable)

Units: 120

Role: Co-Owner/Co-Developer Construction Complete: 2018











Texas Development Experience

THE BELOW REPRESENT KEY INDIVIDUAL INVOLVEMENT

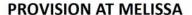
ARTISTRY AT CRAIG RANCH

McKinney, Texas

Category: Senior Apartments (Market Rate)

Units: 163

Role: Co-Owner/Co-Developer Construction Completed: 2018



Melissa, Texas

Category: Family (Affordable)

Units: 120

Role: Co-Owner/Co-Developer Construction

Constrution Complete: 2019



Melissa, Texas

Category: Senior Living (Affordable)

Units: 93

Role: Co-Owner/Co-Developer Construction Complete: 2019

GALA AT FOUR CORNERS

Four Corners (Houston), Texas

Category: Senior Living (Affordable)

Units: 90

Role: Co-Developer

Construction Complete: 2019

PROVISION AT WEST BELLFORT

Houston, Texas

Category: Family (Affordable)

Units: 116

Role: Co-Developer

Closing and Construction Start: 2017











Real Estate Owned

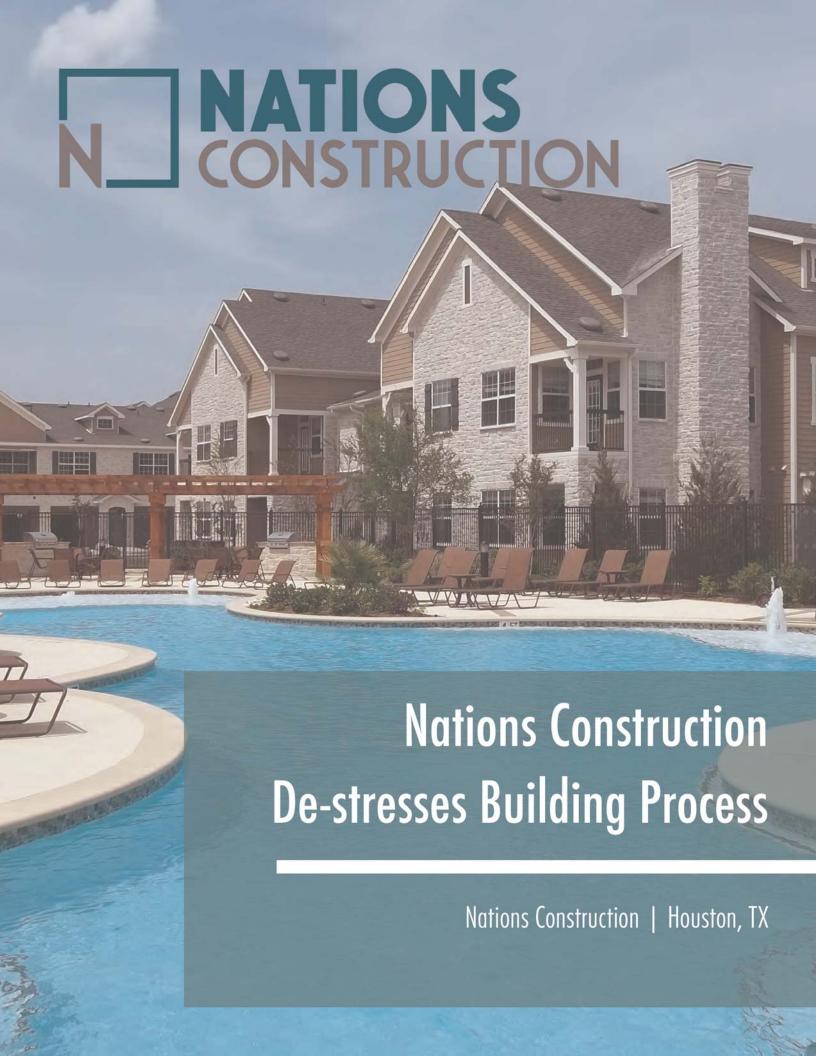
THE BELOW REPRESENT KEY INDIVIDUAL INVOLVEMENT

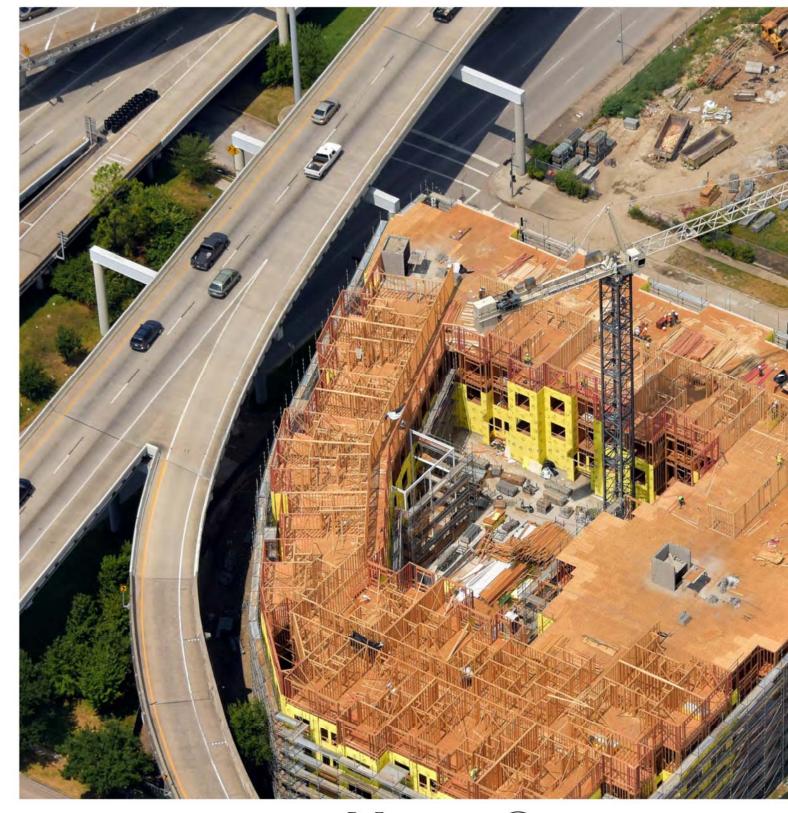
Senior Living Properties

- Artistry at Craig Ranch (McKinney, TX) new construction, market rate, 163 units
- Artistry at Edgetstone (Edgestone, TX) new construction, market rate, 188 units
- Gala at Oak Crest Estates (Euless, TX) new construction, affordable, 120 units
- Gala at Melissa (Melissa, TX) new construction, affordable, 93 units

Multifamily Apartment Properties

- Provision at Melissa (Melissa, TX) new construction, affordable, 120 units
- Provision at North Valentine (Hurst, TX) new construction, affordable, 96 units
- Prospect Street Apartments (Houston, TX) acq rehab, market rate, 8 units





Nations Construction De-stresses Building Process



One of Michael Czapski's major goals as the owner of Nations Construction is to minimize the stress in the building process for the lives of his clients.

"There are so many aspects of building a structure from the ground up that can cause stress, such as selecting finishes and scheduling. We give suggestions to help save time and money along using technology to help make the construction process as easy as possible for our clients," Czapski said.

Czapski noted that communication is a major component in his customer service. "Our goal is to be

quick and responsive to all of our clients, but at the same time we don't want them to have to worry about little things."

However, if a larger problem arises that causes a delay in the building timeline; Michael is quick to inform the Owner of the issue. "My approach is to say, 'Here's what the problem is, and here's how we're going to fix it.' I find most clients simply want assurance that things are under control."

He added, "We want the building process to be a positive experience for our clients. Our goal is to build a quality facility while maintaining good customer relations."

Nations provides a full range of general contracting

services, beginning to end: from the early planning and design stages through construction, project completion, and closeout. Our employees are highly skilled and use proven management systems and procedures to monitor project progress and ensure that project goals are met.

Our general contracting services include: cost monitoring and control, schedule development and control, subcontractor management, field engineering and site management, safety assurance, project accounting, change management, shop drawings and material submittal review and quality control.

While we have the capabilities to perform any type of construction work, we specialize in wood construction or "stick and brick" construction.





This consists of apartments, assisted living, independent living, condos, skilled nursing and pretty much any construction involving wood framing.

"One of my internal obstacles is how to properly grow our company. I am afraid our customer service will be hindered if our company grows too quickly. Customer service is a big part of our philosophy and I don't want that to be sacrificed. I think we are on the right path but it is something I am definitely aware of." Michael said.

Currently Czapski has eight employees –







four full time superintendents, a couple full-time jobsite helper, an accountant and a project manager. Michael, who has a degree in finance from Texas Tech University, focuses on the accounting side of the business to keep the projects within budget. "It's no fun for us or for the client when a project starts going over budget."

He said one of his other roles is to bring in new business. Signs on the company trucks and in front of the projects under construction bring in some business, but word-of-mouth referrals from Owners and Architects is our main source. He added, "I'm a hands-on owner. I go to all of our projects every week and a half. Our goal is to be quick and responsive to all of our clients. All clients have my personal cell phone number along with our superintendents'. They can always get a hold of us no matter what time or day it is."

Being a small company is an advantage, according to Michael. "If there is an issue or a change, it can be rectified quickly. Unlike larger companies, there aren't a bunch of channels to go through. Our size really expedites the construction process and makes things smoother for us and our clients. It minimizes the red tape."







Czapski's exposure to construction came early in life. His father is a licensed architect and worked in construction for 40 years before retiring. During college Michael gained practical experience in the construction field,

"sweatin' with the best of them," as he put it.

After college Michael worked for a commercial appraisal company before deciding to enter into the construction industry.

After 18 years in the industry Czapski said the best change in construction has been the advances in technology. "For example, a superintendent at a job site can text or e-mail a picture of a problem, and I can expedite the solution. I can send pictures or videos to clients while they are on vacation to review items. I can log in to my computer from anywhere in the world, and it is like I am sitting at my desk here in Houston."

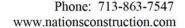
And when Michael Czapski is not at his desk, he de-stresses by hunting, fishing and spending time with his family.

You may contact **Nations Construction** at

(713) 863-7547

3418 Elser St. Houston, TX 77009

www.nationsconstruction.com





3418 Elser St. • Suite 201. • Houston, Texas 77009

Nations Construction Select Project List:

Avenue of Sycamore Park

HUD 221(d)4 Program Project No: 113-35925 108 Units \$13M Construction Costs

Luckey Ranch Apartments

Built for RightQuest Real Estate Advisors 264 Units \$28 MM Construction Cost

Gulf Shores Villas Apartments

Built for Realtx Development 54 Units \$8.1 MM Construction Costs

Avanti West Apartments

Built for Madhouse Development 72 Units \$9.6 MM Construction Cost

Avanti Legacy Valor Heights Apartments

Built for Madhouse Development 93 Units \$9.6 MM Construction Cost

Bellaire Senior Apartments in Houston, Tx

Built for Bellaire Senior Living Center, LP 145 Units \$16.5MM Construction Cost

Coastal Bend Apartment in Aransas Pass, Tx

Built for Brompton Community Housing Development 80 Units \$9.5MM Construction Cost

Silver Spur Apartments in Palmview, Tx

Built for Tejas Housing Group 120 Units \$11MM Construction Cost

Pines of Bellaire Assisted Living in Houston, Tx

Built for Bellaire Senior Living Center LP 156 Beds \$12.5MM Construction Cost

Twin Oaks Apartments in Mission, Tx

Built for Tejas Housing Group 104 Units \$11.5MM Construction Cost

Royal Vista Apartments in Edinburg, Tx Built for RightQuest Properties

Built for RightQuest Properties 144 Units \$11MM Construction Cost

Bella Vista Phase II Apartments in Brownsville, Tx

Built for RightQuest Properties 144 Units \$11MM Construction Cost

Hamilton Apartments in Downtown Houston, Tx

Built for The Hamilton Apartments, LLP 148 Units \$23MM Construction Costs



Firm Profile

Cross Architects is a forty two person architectural firm that was founded in 2003. The firm specializes in the design and planning of multi-family apartments, commercial office buildings, retail shopping centers, retail shops, restaurants and hotels. We have designed thirty four 221d4 HUD projects, twenty seven senior living projects, and over one hundred sixty multi-family apartment projects.

The firm's goal is to establish a long-term partnership with its clients. We earn our client's respect with integrity, honesty and high moral standards. Cross Architects has worked with many types of developers and clients. This has enabled our company to build a firm foundation for all types of developments. Cross Architects is a HUB (Historically Underutilized Business) certified business.

Brian W. Rumsey, founding partner, obtained his Architectural Degree from Texas Tech University in 1998 and is principal in charge of the residential/multifamily/hospitality design studio. He is a member of the National Council of Architectural Registration Boards (NCARB).

Bret Flory, partner, received his Architectural Degree from the University of Arkansas in 1998. He is principal in charge of the commercial design studio.

Cross Architects is currently working on projects with: Accent Development, Cadence Capital, Cadence Diversified, Caliber Collision, Carleton Residential Construction, Cayetano Development, Cross Development, Duval Construction, Gardner Capital, Hamilton Valley Management, Hunt Properties, JCI Residential, NE Construction, Northpoint Properties, Salem Clark, Stoneleaf Companies, Stonehawk Capital Partners, Strategic Construction, SWBC Real Estate Development, St. Ives Realty, Trinity Partners, Trepex Construction, Palladium USA International, Roundstone Development, Thompson Realty, Right Quest, Piller, Mathew Southwest, and Western Securities Limited.

Brian Rumsey, NCARB
President
972-398-6644, ext. 300
brumsey@crossarchitects.com

Bret Flory
Vice President
972-398-6644, ext. 301
bflory@crossarchitects.com

SAMPLES















HUD Multi-Family Projects

Name of Project	HUD#	<u>Location</u>	# Of Units
Anna Seniors	HUD # 113-35694	Anna, Texas	120
Arcadian Apartments	HUD#:TBD	Terrell, Texas	240
Artistry Senior Residences	HUD # 113-35661	McKinney, Texas	163
Aspens at Central Park	HUD # : 113-35462	Grand Prairie, Texas	130
Aspens at Twin Creeks	HUD # : 113-35359	Allen, Texas	180
Chadwick Farms Apartments	HUD # : 113-35663	Northlake, Texas	249
Cliffs at Crownridge	HUD #: 115-35700	San Antonio, Texas	292
Creed Canyon	HUD # : 113-35524	Sherman, Texas	176
Dominion Phase II	HUD # : 115-35756	San Antonio, Texas	255
Edgestone Seniors	HUD#:TBD	Frisco, Texas	188
Edinburgh Village Apartments	HUD # : 115-35761	Edinburgh, Texas	100
Fairfield Apartments	HUD #: 115-35696	Eagle Pass, Texas	188
Fifty Oaks	HUD #: 115-35760	Rockport, Texas	50
Garden Valley Apartments (Waxahachie Seniors)	HUD #: TBD	Waxahachie, Texas	132
Merritt Monument	HUD #: 113-35732	Midland, Texas	104
McCarty Commons	HUD #: 115-35776	San Marcos, California	249
Overlook at Prestonwood	HUD # : 113-35647	Carrollton, Texas	183
Park Hudson Phase II	HUD # : 114-35643	Bryan, Texas	40
Plum Tree Apartments	HUD #: TBD	Kaufman, Texas	110
Reata West Apartments	HUD # : 113-35657	Azle, Texas	224
Sienna Hills	HUD#:TBD	Ft. Worth, Texas	150
The Boulevard at Oakwood East	HUD # : 117-35257	Midwest City, Oklahoma	216
The Boulevard at Ridge Creek	HUD# : TBD	McKinney, Texas	300
The Boulevard Phase I	HUD # : 113-35438	San Angelo, Texas	198



Name of Project	Project #	Location	Financing	Description of Work
1401 East 4th Street Apartments	11054	Austin, Texas	Market Rate	Architectural services for 27 units (MEP & Structural in Arch contract)
Aspens at Central Park	8151	Grand Prairie, Texas	HUD # : 113-35462	Architectural services for 130 units (MEP & Structural in Arch contract)
Aspens at Twin Creeks	8149	Allen, Texas	HUD # : 113-35359	Architectural services for 180 units (MEP & Structural in Arch contract)
Aspens at Mariposa Point	16079	Gilbert, Arizona	HUD#:TBD	Architectural services for 204 units
Anna Seniors	16113	Anna, Texas	TBD	TBD
Anson Park Apartments	4151	Abilene, Texas	Tax Credit	Architectural services for 80 units (MEP & Structural in Arch contract)
Anson Park Seniors	7107	Abilene, Texas	Tax Credit	Architectural services for 80 units (MEP & Structural in Arch contract)
Apartments at Dry Creek Ranch	6101	Northlake, Texas	Market Rate	Architectural services for 168 units (MEP & Structural in Arch contract)
Arbors on Park	15122	Denison, Texas	Market Rate	Architectural services for 80 units (MEP & Structural in Arch contract)
Artistry Senior Residences at Craig Ranch	15086	McKinney, Texas	HUD# : 113-35661	Architectural services for 80 units (MEP & Structural in Arch contract)
Aspens at Wade Park	14072	Frisco, Texas	Market Rate	Architectural services for 160 units (MEP & Structural in Arch contract)
Aster Villas	11042	Del Rio, Texas	Tax Credit	Architectural services for 80 units (MEP & Structural in Arch contract)
Audobon Terrace	7137	Natchez, Mississippi	Tax Credit	Architectural services for 65 units (MEP, Civil, & Structural in Arch contract)
Azle Seniors	16015	Azle, Texas	Market Rate	Architectural services for 120 units (MEP & Structural in Arch contract)
Canyon Crossing Apartments	5136	Canyon, Texas	Tax Credit	Architectural Services for 76 units (MEP in Arch Contract)



Name of Project	Project #	Location	Financing	Description of Work
Carrington Oaks	14033	Buda, Texas	Market Rate	Architectural services for 303 units (MEP & Structural in Arch contract)
Castle Manor Apartments	11061	Corpus Christi, Texas	Tax Credit	Architectural services for 62 units
Chadwick Farms Apartments	16073	Northlake, Texas	HUD # 113-35663	Architectural services for 249 units
Cimarron Springs	5127	Cleburne, Texas	Tax Credit	Architectural services for 156 units
Cliffs at Crownridge	13085	San Antonio, Texas	HUD #: 115-35700	Architectural services for 292 units (MEP & Structural in Arch contract)
Country Village Apartments	10053	Mathis, Texas	Tax Credit	Architectural services for 36 units
Creed Canyon	12071	Sherman, Texas	HUD#: 113-35524	Architectural services for 176 units (MEP, Structural & Landscaping in Arch contract)
Crown Pointe Townhomes	14056	Willow Park, Texas	Market Rate	Architectural services for 50 units (MEP, Structural & Landscaping in Arch contract)
Dominion II	15117	San Antonio, Texas	HUD # : 115-35756	Architectural services for 255 Units (MEP & Structural in Arch Contract)
Dry Creek Ranch	6101	Northlake, Texas	Market Rate	Architectural services for 288 units (MEP, Civil, & Structural in Arch contract)
Dry Creek Ranch II	13053	Northlake, Texas	Market Rate	Architectural services for 168 units (MEP & Structural in Arch contract)
Edinburgh Village Apartments	15168	Edinburgh, Texas	HUD# 115-35761	Architectural services for 100 Units (MEP & Structural in Arch contract)
Edgestone Seniors	16102	Frisco, Texas	HUD#:TBD	Architectural services for 157 units (MEP & Structural in Arch contract)
El Campo Village	12005	El Campo, Texas	Tax Credit	Architectural services for 80 units (MEP, Structural & Landscaping in Arch contract)
Essex Village Apartments	5147	Huntsville, Texas	Tax Credit	Architectural services for 76 units (MEP & Structural in Arch contract)



Name of Project	Project #	Location	<u>Financing</u>	Description of Work
Stone Hollow Apartments	4134	Lubbock, Texas	Tax Credit	Architectural services for 140 units
Stonebridge at Plainview	12014	Plainview, Texas	Tax Credit	Architectural services for 80 units (MEP & Structural in Arch contract)
Stonebridge of Kelsey Park	12008	Lubbock, Texas	Tax Credit	Architectural services for 152 units (MEP, Structural & Landscaping in Arch contract)
Stonebridge of Lubbock	11050	Lubbock, Texas	Tax Credit	Architectural services for 152 units (MEP & Structural in Arch contract)
Stoneleaf Apartments at Eustace	13003	Eustace, Texas	Tax Credit	Architectural services for 49 units
Stoneleaf Apartments at Fairfield	13002	Fairfield, Texas	Tax Credit	Architectural services for 49 units
SWBC Craig Ranch	16024	McKinney, Texas	Market Rate	Architectural Services for 269 units (MEP, Structural, Civil & Landscaping in Arch Contract)
SWBC Rockwall	16129	Rockwall, Texas	TBD	TBD
Taylor Square Apartments	12008	Taylor, Texas	Tax Credit	Architectural services for 96 units
The Boulevard at Oakwood East	14038	Midwest City, Oklahoma	HUD # : 117-35257	Architectural services for 216 units (MEP & Structural in Arch contract)
The Boulevard Phase I	10012	San Angelo, Texas	HUD # : 113-35438	Architectural services for 198 units (MEP & Structural in Arch contract)
The Boulevard Phase II	13022	San Angelo, Texas	HUD # : 113-35587	Architectural services for 144 units (MEP & Structural in Arch contract)
The Highlands Apartments	15167	Pflugerville, Texas	Market Rate	Architectural services for 292 units (MEP & Structural in Arch contract)
The Reserves at 700	14060	Big Spring, Texas	Market Rate	Architectural services for 198 units (MEP & Structural in Arch contract)
The Pines	16070	Deland, Florida	Tax Credit	Architectural services for 100 units (MEP & Structural in Arch contract)



Name of Project	Project #	<u>Location</u>	<u>Financing</u>	Description of Work
Tierra Blanca Apartments	5142	Hereford, Texas	Tax Credit	Architectural services for 76 units (MEP in Arch contract)
Tigoni Villas Apartments	3137	San Antonio, Texas	Tax Credit	Architectural services for 140 units (MEP & Structural in Arch contract)
Timber Creek Village	14014	Rusk, Texas	Tax Credit	Architectural services for 84 units (MEP & Structural in Arch contract)
Timber Oaks	12060	Grand Prairie, Texas	Market Rate	Architectural services for 189 units (MEP, Structural & Civil in Arch contract)
Timberview Ranch	14001	Grand Prairie, Texas	Market Rate	Architectural services for 304 units (MEP & Structural in Arch contract)
Town Creek Apartments	12033	Montgomery, Texas	HUD # : 114-33676	Architectural services for 152 units (MEP & Structural in Arch contract)
Tuscana Apartments	10006	Enid, Oklahoma	HUD # : 117-35227	Architectural services for 102 units (MEP & Structural in Arch contract)
Twin Creeks at Alamo Ranch	14009	San Antonio, Texas	Market Rate	Architectural services for 300 units (MEP & Structural in Arch contract)
Uvalde Apartments	11008	Uvalde, Texas	HUD # : 115-35601	Architectural services for 120 units (MEP & Structural in Arch contract)
Village at Keeneland	16058	Dallas, Texas	HUD #: TBD	Architectural services for 249 Units (MEP & Structural in Arch contract)
Village Square Family	11004	Del Ray Beach, Florida	Tax Credit	Architectural services for 144 units (MEP, Structural & Civil in Arch contract)
Villas of Giddings	11062	Giddings, Texas	Tax Credit	Architectural services for 32 units (MEP & Structural in Arch contract)
Villas of Grand Prairie	13054	Grand Prairie, Texas	HUD # : 113-35596	Architectural services for 249 units (MEP & Structural in Arch contract)
Wall Street Lofts	12086	Midland, Texas	Market Rate	Architectural services for 110 units (MEP & Structural in Arch contract)
West Creek Apartments	13060	Conroe, Texas	HUD# 114-35721	Architectural services for 228 units (MEP, Structural & Civil in Arch contract)



Name of Project	Project #	Location	Financing	Description of Work
Hyatt Manor Apartments	10032	Gonzales, Texas	Tax Credit	Architectural services for 65 units
Jourdanton Square	11015	Jourdanton, Texas	Tax Credit	Architectural services for 52 units
Kingwood Apartments	15156	Houston, Texas	Market Rate	Architectural services for 328 units (MEP, Civil, & Structural in Arch contract)
La Vernia Apartments	15115	Lake Jackson, Texas	Tax Credit	Architectural Services for 48 units (MEP & Structural in Arch contract)
Lakeview Apartments	6102	Denison, Texas	Tax Credit	Architectural services for 76 units (MEP & Structural in Arch contract)
Ledgestone Apartments	14093	Dripping Springs, Texas	Market Rate	Architectural services for 119 units (MEP & Structural in Arch contract)
Legacy Villas	9121	Eagle Pass, Texas	Tax Credit	Architectural services for 64 units (MEP & Structural in Arch contract)
Live Oak Villas	14012	George West, Texas	Tax Credit	Architectural services for 49 units (MEP & Structural in Arch contract)
Lodges at Pinellas Park	8148	Pinellas Park, Florida	Tax Credit	Architectural services for 120 units (MEP, Civil, & Structural in Arch contract)
Longbridge Apartments	10054	Groesbeck, Texas	Tax Credit	Architectural services for 28 units
Lufkin Family Pioneer Crossing	10039	Lufkin, Texas	Tax Credit	Architectural services for 80 units (MEP & Structural in Arch contract)
Martha's Vineyard Place	14007	Dallas, Texas	Bond	Architectural services for 100 units (MEP, Structural & Landscaping in Arch contract)
Merritt Monument	17025	Midland, Texas	HUD #: TBD	Architectural services for 104 Units (MEP & Structural in Arch contract)
McCarty Commons (Leah Avenue Apartments)	16067	San Marcos, California	HUD #: 115-35776	Architectural services for 249 Units (MEP & Structural in Arch contract)
McKinney 380 (The Boulevard at Ridge Creek)	16117	McKinney, Texas	HUD #: TBD	Architectural services for 261 Units (MEP & Structural in Arch contract)



Our Mission

Improving the quality of life of economically disadvantaged people through the advocacy, management and development of decent affordable housing supplemented by social, educational and mutual aid programs.



About Us

Texas Inter-Faith Management Corporation (TIFMC) is a 501(c)(3) non-profit organization that was specifically formed to improve the lives of economically disadvantaged people through the advocacy and management of decent affordable housing that supports mutual aid programs. TIFMC is a full service property management company and currently manages 14 properties represented by 2,082 units in Houston, Dallas/Ft.Worth and San Antonio, Texas.



Texas Inter-Faith Management: Proj

THE BELOW REPRESENT KEY INDIVIDUAL INVOLVEMENT BY MANAGEMENT COMPANY

800 HEIGHTS

800 Heights Blvd. #25 Houston, TX 77007

(SRS 62+)

Phone: (713) 868-4814 **E-mail:** 800mgr@ti-f.org

AVENUE TERRACE

4004 Irvington Blv. Houston, TX 77009

Phone: (713) 692-6200

Email: atmgr@ti-f.org

BEALL VILLAGE

4463 N. MacGregor Way Houston, TX 77004 (SRS 55+)

Phone: (713) 748-3185 E-mail: bvmgr@ti-f.org

BROMPTON SQ.

1323 Witte Rd. Houston, TX 77055 Phone: (713) 973-7907

E-mail: bsmgr@ti-f.org

CORONADO

2901 FM 518 E League City, TX 77573 Phone: (281) 538-9801 E-mail: coronadomgr@ti-

f.org

ENCLAVE @ COPPERFIELD

15503 FM 529

Houston, TX 77095

Apartmentguide.com Summary

Phone: (281) 858-5503

E-mail: copmgr@ti-f.org

Apartments.com Summary

THE BELOW REPRESENT KEY INDIVIDUAL INVOLVEMENT BY MANAGEMENT COMPANY

ENCLAVE @ QUAIL CROSSING PHASE I

5000 Watkins Way

Friendswood, TX 77546

Apartmentguide.com Summary

Phone: (281) 648-2287

E-mail: qcmgr@ti-f.org

ENCLAVE @ QUAIL CROSSING PHASE II Phone: (281) 648-2287

5000 Watkins Way

Friendswood, TX 77546

Apartmentguide.com Summary

E-mail: qcmgr@ti-f.org

GATEWAY PARK

2500 S. Watson Road

Arlington, TX 76014

Phone: (817) 469-8000

E-mail: gatewaymgr@ti-f.org

Manager: Kathy Guitierrez

PLEASANT VILLAGE

1922 Pleasantville

Houston, TX 77029

Phone: (713) 674-7648

E-mail: pvmgr@ti-f.org

SPRUCEWOOD

12101 Steepleway Blvd.

Houston, TX 77065

Phone: (281) 807-6608

E-mail: swmgr@ti-f.org

WASHINGTON COURTYARDS

2505 Washington Ave.

Houston, TX 77007

Phone: (713) 868-1460

E-mail: wcmgr@ti-f.org



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Creating Community Through Resident Services

Learn More About Us

240+
PROPERTIES
Currently Served

35,500+
APARTMENT UNITS
Currently Served



450,000+
ANNUAL RESIDENT
Participation



\$2,500,000+ ANNUAL OUTREACH Donations & Assistance



Introduction

Portfolio Resident Services, Inc. (PRS) is a 501 (c) (3) non-profit organization improving the lives of families/individuals/seniors who reside at affordable (low to moderate income) apartment communities.

PRS designs, staffs, implements, and tracks programs that proactively assist residents in both the short and long term. Our efforts focus on not only meeting LURA requirements but building community within the properties we serve. This translates into a higher cash flow by reducing expenses and stabilizing occupancy.

GET IN TOUCH

DUR HISTORY

SERVICES INQUIRY

What Makes PRS Unique

Consistent, High Quality Programs

Our Resident Services Coordinators engage residents with a combination of high quality programs which aim to enhance the lives of your residents and improve your community overall.

Pulse Points

These programs include over 150 programs covering foundational topics vital to resident and property growth. Some examples include: Budgeting, Credit Counseling, Crime Watch, House Keeping, Energy & Water Conservation, After School Club, Resume & Job Search Assistance and much more. Our coordinators utilize these programs to ensure that every property receives the very best programming we have to offer.

Enhanced Pulse Points

PRS has also implemented a premium set of programs which combine the power of video with the profound impact of discussion and hands on interaction to teach new skills, change attitudes and explore the possibilities. These focused programs hone in on issues such as teen self-esteem, community building, planning for future success, and giving back.

Property Specific Programming

Each Resident Services Coordinator also incorporates programs which are unique to a property's individual needs. We realize that your property has its own culture, strengths and struggles and our coordinators are trained to recognize and meet those needs.

Our primary goal is to provide your property with the most beneficial resident services program possible.

renomance macking	
Compliance Management	
Experience & Collaboration	-

Impact Categories

Adult Development
Family Development
Youth Development
Neighborhood Development
Job & Career Development
Health & Nutrition
Social Services & Referrals
Recreational Activity



Owners/Managers

Make a Difference



MAINTAINING A HIGHLY SUCCESSFUL RESIDENT SERVICES PROGRAM

The Good Neighbor Program, Portfolio Resident Services' premier resident services program, is your one-stop shop for quality resident programs and activities, agency compliance, an extensive partnership network, and added value for your apartment community.

Our comprehensive approach makes certain that service and quality are not compromised. By partnering with the owner, management team, and residents, we ensure residents' personal needs and interests are addressed and the apartment community benefits having the financial and social boost it needs to remain competitive.

PROGRAM BENEFITS

Activities for Residents Our team creates, promotes, and facilitates a wide variety of activities for residents of all ages and backgrounds, including LURA requirements and other specific program requests. Resident surveys help our team to identify needs and interests within the community and evaluate the relevance of the activities offered. Calendars and flyers are posted in common areas and provided for management distribution each month.

<u>Compliance</u> Quality and experience matter to you and they matter to us. Each month, a report is generated detailing the activities offered and those who participated. All compliance documentation, including Monthly Reports, Calendars and Flyers, Resident Sign-In Sheets, and Registration Forms, is maintained on-site in the event of an audit.

<u>Partnerships</u> Our team actively pursues partnership opportunities with local and state agencies and members of the community at large. Our partnership network allows us to procure specialized programming, donations, volunteers, and guest speakers that may be of interest within your apartment community. Local resource information is readily available in every community center for easy reference by residents.

Added Value As residents become aware of the availability and take advantage of the program, their roots within your apartment community grow deeper. The effects of the program extend beyond the community center's door. Whether residents learn and try something new, meet a neighbor, or acquaint themselves with employment opportunities in the surrounding area, residents and prospects alike will associate your apartment community with an amenity and support system valued well beyond their rental dollars.









RESIDENT SERVICES ACTIVITIES AND PROGRAM OFFERINGS

CATEGORIES OF SERVICE		BASIC SERVICE PROGRAMS	ENHANCED SERVICE PROGRAMS
	(Adult Learning Enrichment Learning Enrichment	English as a Second Language General Equivalency Diploma
Educational Services	J	Job Readiness	School Supply Drives
Educational Services		Reading & Poetry Clubs	Parenting Classes
		Computer Literacy	Self-Defense Classes for Adults
		Learned Optimism	Stranger Danger Awareness for Children
		Financial Literacy	Job Readiness for Teens
	(Social Responsibility	Gang Prevention Workshops
Family Skills & Development	J	Abuse Awareness	College Preparatory Classes
Family Skills & Development	1	Guest Speakers	Music Programs
		Household Management	Summer Lunch Programs
		Family Activities	Recycling Program
		Health Fairs	Interview Preparatory Classes
		Nutrition Education	Homebuyer's Education
		Exercise Classes	"Manners Matter" Etiquette for Youth
Health & Nutrition		Basic First Aid & CPR	Food Bank Development or Drives
		Drug & Alcohol Awareness	Self-Esteem Programs for Youth
		Basic Cooking & Baking	Mommy-and-Me Programs
		Crime Watch	Girl Scouts
		National Night Out	Boy Scouts
		•	Art After School Program
Neighborhood Pride &	\	Fire Safety Awareness	
Leadership		Community Gatherings	Multicultural Awareness
		Gardening & Green Projects	Red Hat Society
		Religious Studies Classes	Voter Registration Sessions
		Seasonal Activities	Community Contests & Competitions
		Arts & Crafts	Youth Mentoring Programs
Fun & Freedom Activities		Movie Matinees	
		Recreational Games	Direct Economic Development-
		Birthday Celebrations	via Purqz
		Outdoor Activities	Four Point Leasing and Resident Retention Initiative
	(Referral/Outreach Services	midulive

Each Good Neighbor Program offers all of the Basic Service Programs periodically throughout the year. Enhanced Service Programs are complimentary to Basic Service Programs and are designed to reflect resident interests and meet the specific needs of each apartment community. Owners and management companies may request that additional services be implemented. Portfolio Resident Services has extensive LURA compliance experience and can assist in the formation of a comprehensive program that meets those requirements.

Applicant kindly requests support for this development. We believe we will provide the city with:

- Decent, safe, sanitary and affordable housing options with full and equal access to all persons
- An alignment with the priorities of the City's Plans strategic, comp, FLUM, thoroughfare, etc.
- An alignment with Zoning
- A long-term involvement with the community and supporting it
- A thoughtful design and quality construction with luxury amenities
- Little impact on utilities and infrastructure that are available to the site
- Only a nominal request for a fee waiver of \$500 from city to comply with housing tax credit guidelines for TDHCA
- A contribution to the tax base of the city
- A compatibility with the neighborhood and nearby transit
- An adherence and compliance to all affirmatively furthering fair housing and ADA guidelines
- And a professional relationship whereby the applicant and team are in good standing with all federal programs.

Thank you so much for your consideration – we look forward to hearing from you!



CSH Ridge Lofts at Skylark, Ltd.

Russ Michaels, Esq. / Consultant 212-960-3913 russ@csh-vault.com

2022 TAX CREDIT PROPOSALS



DEVELOPER VENETIAN VILLAS

REALTEX DEVELOPMENT CORPORATION



APPLICATION FOR SUPPORT AND/OR FUNDING ASSISTANCE

PLEASE NOTE: The City of Killeen reserves the right to fund projects at a lower amount than requested, and the right to deny applications that do not coincide with the City's Consolidated Strategic Plan, various strategic and master plans, or policy direction from the Killeen City Council.

1. PROJECT INFO	RMATION		
REALTEX DEVELO	PMENT CORPORATION		
Developer Name			
THE VENETIAN VIL	LAS		
Project Name			
TBD CAD PROPER	TY ID 111428 OLD FLORE	NCE RD. KILLEEN, TX	
Project Address			
48027023107	REECES CREEK	PALO ALTO	C.E. ELLISON HS
Census Tract #	Elementary School	Middle School	High School
Project Type:	General	Elderly	Supportive Housing
Role of Applicant: (select all that apply)	Owner	<u>Developer</u>	Other:
Applicant is Request (select all that apply)	ting City Council Resolution	n: Of support	stating no objection
Applicant is Request	ing Commitment to Fundi	ng: OLoan Reduced Fees	Grant Contribution Other:
Amount of Loan, Gra	ant, or Reduced Fees Requ	\$500.00 ested:	

2. APPLICANT INFORMATION

If the applicant is not acting as the developer, please provide all of the information below for the developer, as well as the applicant. If the developer involves multiple entities, is a partnership or joint venture, please provide duplicative information for each, and identify the entity that will serve as the "lead" organization.

REALTEX DEVELOPMENT CORPORATION

Name		
1114 LOST CREEK BLVD. SU	IITE G20	
Business/Street Address		
AUSTIN	TX 78746	
City	State, ZIP	
512-306-9206		
Telephone #		
RICK DEYOE	512-426-5205	rdeyoe@realtexdevelopment.co
Contact Person	Contact Telephone #	Email Address
090169264	742877654	
DUNS #	Federal Tax ID #	

3. PROJECT DESCRIPTION

Provide a brief project description that addresses items "a" through "u" below. Attempt to limit responses to 150 words or less for each lettered response.

a. Demonstrate the project's compatibility and alignment with the priorities stated in the City's Consolidated Strategic Plan, Comprehensive Plan, Future Land Use Map, and any other applicable master, strategic, and redevelopment or neighborhood plans adopted by the City of Killeen; The Project will help with the city's priorities as outlined in the Consolidated Strategic plan by improving the quality of the neighborhood and also by assisting the city with it's affordable housing needs for senior citizens. Being a new construction gated community, the project will help with neighborhood blight and regendrification.

KILLEEN LIHTC APPLICATION 2021

- b. Indicate the project location by providing an area map with the property highlighted; Include document as attachment **3B**
- c. Provide a preliminary site plan for the proposed project;

Include document as attachment **3C** prelim site plan currently being drafted by the architect, not yet available as we are in the pre app stage and not required until full application submission in march.

d. Describe the tenant population, income levels, and services, if any, to be provided to or made available to residents;

A senior housing community available to seniors 55 yrs. and up. All units will have affordable rents ranging for those seniors at or below 60% of the area median income. The 2021 Area Median Income for Killeen, Texas was \$64,700. The project is being built to target those senior citizens in need of housing who spend more than 30% of their monthly income towards a place to live. Social Services (food pantry, monthly health fairs, on-going arts and crafts, community outreach events)

e. List basic amenities and unit amenities proposed for the project;

Community Club House
State of the art Fitness Center
Resort Style Swimming Pool
Fenced Dog Park and Gardening Area
Energy-star or equivalently rated appliances including frost-free Refrigerators w/ Ice maker and Dishwasher, Oven with top range, Microwave
Faux Wood, Carpet and/ or Tile Flooring
Washer and Driver Connection in each unit

f. Describe the taxable status of the development. Indicate whether the development will be paying property taxes or if the development will be tax exempt;

Nonexempt

g. Describe current zoning of property. Include a letter from the City of Killeen's Planning Department verifying that the current zoning of the site for the proposed project is compatible with the anticipated use (include as attachment 3G.1), or include documentation verifying that a request to change current zoning has been submitted (include as attachment 3G.2);

"B-5" Business District

h. Include evidence of site control, such as a warranty deed or a current, receipted earnest money(include as attachment 3H);

i. List the proposed number, type, and size of units; number of market rate and SF of units.

	1 BR	Total # of Units	# of Affordable Units 37	# of Market Rate Units 3	SF of Each Unit
	2 BR	56	53	3	1044
	3 BR				
	4 BR				
1	Total Units	96	90	6	1771

j. Provide the total number of units servicing each Area Median Gross Income (AMGI) group and the proposed rents (less utility allowances) for low income units and proposed rents for market rate units;

Please see attached Rent Schedule

k. Describe the involvement and support from local stakeholders and neighborhood organizations; include a list of stakeholders and neighborhood associations contacted and include any letters of support (attach lists as 3K.1 and letters of support as attachment 3K.2);

Through the Texas Department of Housing and Community Affairs tax credit program, we will be contacting a variety of non-profits and surrounding neighborhood associations for support of our proposed senior development. See attached examples from previously developments we have received in the past few years.

I. Describe the impact the project is anticipated to have on surrounding neighborhood(s);

This affordable senior housing development would bring such a positive revitalization effect to surrounding neighborhoods by increasing their value and income diversification. Contributing to a significant economic growth, including increases in local purchasing of utilities, job creation, new tax revenues and retail vitality in the surrounding neighborhoods. Additionally, it would provide a stable housing for those in need that would drastically improve their social outcomes.

KILLEEN LIHTC APPLICATION 2021

LLIVE	INTERFEDENTION 2021
m	n. Describe the impact the project is anticipated to have on existing affordable housing in the area;
	Killeen was ranked as the 14th fastest growing mid size metro in the United State in 2021. With such growth, there are not enough units, affordable or otherwise, to match the need to the population growth.
n,	Describe the impact the project is anticipated to have on City infrastructure; including the impact of traffic associated with the proposed project and any proposed mitigation/construction plans if needed;
	Since the proposed development is not located on a major thoroughfare, the impact of traffic will be very minimal.
0.	Describe the availability of and impact the project is anticipated to have on public transit service;
	Existing public transit is located proximity .5 of a mile at the corner of Elms and Hereford Lane.
p.	Describe the impact the project is anticipated to have on area schools; None
q.	Indicate if the project will assist in the elimination of blight, the preservation of environmental assets, and/or enhancement of landscaping; The proposed development will be a new construction gated community that is energy efficient and will help improve the property values in surrounding neighborhoods. The project will also include a community garden for the senior residents which will enhance the landscaping through the property.

See attached proforma. The proposed project is being fully funded from private sources through the federal tax credit program. The only city related contributions required are nominal, a \$500 contribution as required by the Texas Department of Housing and Community Affair's 9% application round per the Qualified Allocation Plan ("QAP").

KILLEEN LIHTC APPLICATION 2021

s. List other LIHTC projects you have completed or have pending; include information on location, type, number of units, project costs, and project references on former LIHTC projects.

See attached company brochure which includes all previously completed deals as well as what is currently under construction.

- t. List other LIHTC applications you will be submitting to the Texas Department of Housing and Community Affairs in their most current program year.
 - 1. The Ponderosa will be a 48 unit family development located in Alice, Texas.
 - 2. The Victorian will be a 96 senior development located in Victoria, Texas.
 - 3. Over The Rio Apartments will be a 96 senior development located in Edinburg, Texas.
- v. Provide information on the number and type of local contracting opportunities associated with the proposed development (construction or other type of contract).

Per TDHCA's "QAP", each applicant is required to include a HUB in the organizational structure of each proposed development. This allows an avenue for Section 3 businesses to BID on construction related jobs with the General Contractor who then selects all local subcontractors available.

All applications for consideration must meet the current Housing Tax Credit Program Qualified Allocation Plan issued by the Texas Department of Housing and Community Affairs, §11.1 General - §11.10 Third Party Request for Administrative Deficiency for Competitive HTC Applications.

4. DEVELOPMENT TEAM

Identify below the persons or entities anticipated to be involved in the project. Also, indicate if any person or entity involved is a disadvantaged, minority or women-owned business enterprise (DBE/MBE/WBE), or if any of the entities are non-profit organizations.

	Development Team Name(s) and Contact Information	Years of Experience	DBE	MBE	WBE	Non- Profit
Owner	Realtex Development Corp	24+				
Developer	Realtex Development Corp	24+				
Architect	Northfield Design and Associates	30+				
Engineer	Carney Engineering, PLLC	30+				
Construction Lender	Cedar Rapids Bank & Trust	10+				
Other Lenders	Cedar Rapids Bank & Trust	10+				
General Contractor	Nations Construction	10+				
Consultant (if applicable)	TICO Development, LLC	12+			✓	
Sub-Contractor						
Sub-Contractor						
Other						
Other						

5. DEVELOPMENT SCHEDULE

Complete the schedule below with anticipated completion dates. Re-order the steps according to the appropriate sequence for your project, and add in any other significant steps integral to your project's development.

	Date(s)
Acquisition and/or holding	12/2022
Securing and packaging project financing	12/2022
Construction specifications and cost estimates	12/2022
Construction bids	12/2022
Construction start	01/2023
Completion of construction	04/2024
Start of Rent-up	12/2023
Other:	
Other:	
Other:	

6. SUBMISSION INFORMATION

The Community Development Department serves as the City's primary staff and point of contact for all LIHTC programs. Before a project will be evaluated, each applicant requesting support and/or funding assistance must submit a completed application with all attachments.

City of Killeen 2020 LIHTC Important Dates:

1/7/2022:

Application Deadline

2/15/2022:

Presentation from Developer(s) at City Council Workshop Session

2/22/2022:

Consideration of Resolution(s) at City Council Meeting

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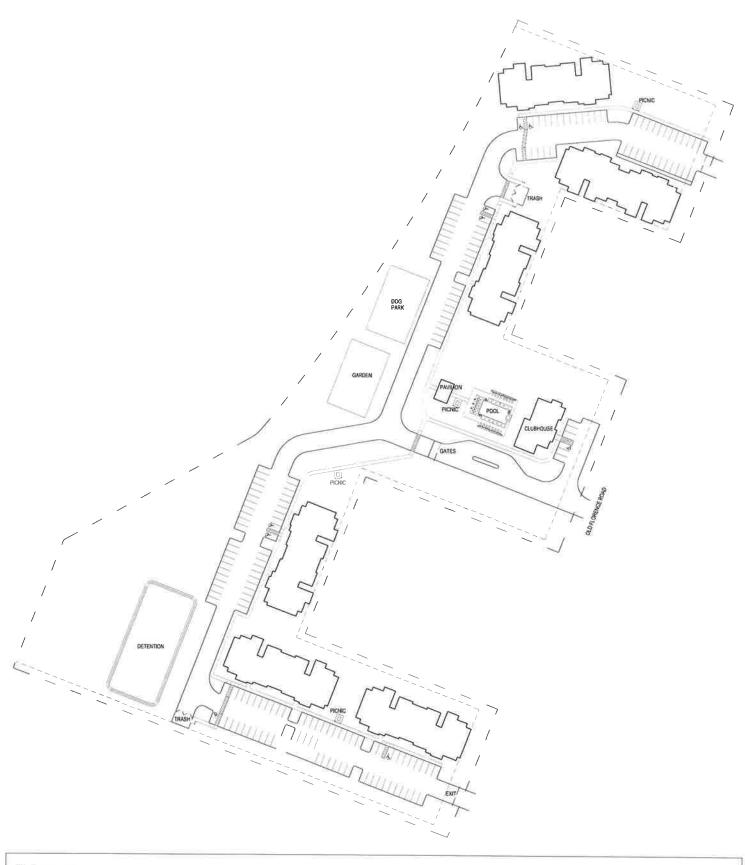
Completed application should be submitted to:

City of Killeen Community Development Department Leslie Hinkle, Executive Director of Community Development P.O. Box 1329 or 802 North Second Street- Bldg. E, 1st floor Killeen, Texas 76541 254-501-7847 or Ihinkle@killeentexas.gov

The applicant/developer certifies that the data included in this application and the items attached hereto are true and correct. Any information found to be false or misleading will lead to automatic disqualification under this Program application. Unsigned/undated submissions will not be considered.

Realtex Development Corporation	RND	
Legal Name of Developer/Entity	Signature of Authorized Officer	
01/06/2022	President	
Date	Title	





NDA

SITE PLAN

01/19/22

THE VENETIAN VILLAS

1"=100'

Killeen

Killeen, Texas

Affordable Senior Housing Development

9% Tax Credit

PROJECT PROFORMA

&

FINANCIAL PROJECTIONS

96 Senior Housing Units

Prepared for the Partnership By:

REALTEX DEVELOPMENT CORPORATION PROJECT DEVELOPER

12/30/2021

Killeen

TABLE OF CONTENTS

PROJECT BUDGET EXHIBITS

Summary Sources and Uses

Rent Schedule

Operating Expense Schedule

Project Cost Schedule

30 Year Rental Proforma

Amortization Schedules

Construction Period Cashflow Schedule

Lease-up & Tax Credit Delivery Schedule

SUMMARY SOURCES AND USES OF FUNDS

All sources and uses of funds should be summarized here and be detailed on the Financing Participants and Project Cost Schedule forms. Where funds such as tax credits, loan guarantees, bonds are used only the proceeds going into the project should be identified here so that sources match uses.

		SOU	RCE OF FU	ND	S	
DURCE	PRIORITY		NSTRUCTION		PERMANENT	
#	OF LIEN	OR	REHAB STAGE	_	OAN STAGE	FINANCING PARTICIPANTS
1 Conventional Loan				\$	3,400,000	CRBT
2 Conventional Loan/FHA		\$	15,000,000	\$		CRBT
3 Interest Income				\$	- 5	
4 TDHCA Direct Loan Funds		\$	-	\$		TDHCA
5 Housing Trust Fund						
6 CDBG				\$		
7 Mortgage Revenue Bonds						
8 LIHTC Syndication Proceeds		\$	4,067,463	\$	16,804,237	AHP @ \$.88
9 Historic Tax Credit Proceeds						
10 USDA/ TXRD Loan(s)						
11 Tax Exempt Bonds	1	\$	¥	\$		
12 Bond Sale Premium		\$	¥	\$		
13 Local Government Loan or Grant		\$		\$	500	City of Killeen
14 GP Equity		\$	*	\$	100	<u> </u>
15 Cash Equity						
16 Deferred Developer Fee		\$	2	 \$	305,626	Developer
17 SHORTFALL						·
OTAL SOURCES OF FUNDS			19,067,463		20,510,463	The state of the s
		US	ES OF FUN	DS		
DESCRIPTION			NSTRUCTION REHAB STAGE	F	PERMANENT OAN STAGE	EXCLUSIVE USE FINANCING PARTICIPANT ¹
DESCRIPTION 1 Land Acquisition				F		
		OR	REHAB STAGE	F	OAN STAGE	
1 Land Acquisition		OR \$	1,750,000	\$.OAN STAGE 1,750,000	
1 Land Acquisition 2 Existing Building Acquisition		OR \$ \$	1,750,000	\$ \$.OAN STAGE 1,750,000	
1 Land Acquisition 2 Existing Building Acquisition 3 Off-Site Construction Cost	n Cost	OR \$ \$	1,750,000 - -	\$ \$ \$	1,750,000	
1 Land Acquisition 2 Existing Building Acquisition 3 Off-Site Construction Cost 4 Sitework Construction Cost	-	OR \$ \$ \$	1,750,000 - - - 2,430,910 8,549,416	\$ \$ \$ \$	1,750,000 - - 2,430,910 8,549,416	
Land Acquisition Existing Building Acquisition Off-Site Construction Cost Sitework Construction Cost Hard Construction or Rehabilitation	-	OR \$ \$ \$ \$ \$ \$ \$ \$	1,750,000 - - 2,430,910	\$ \$ \$ \$	1,750,000 - 2,430,910 8,549,416 700,000	
Land Acquisition Existing Building Acquisition Off-Site Construction Cost Sitework Construction Cost Hard Construction or Rehabilitation Contractor's General Requirements	-	\$ \$ \$ \$ \$ \$ \$	1,750,000 - 2,430,910 8,549,416 700,000 234,000	\$ \$ \$ \$ \$	1,750,000 - 2,430,910 8,549,416 700,000 234,000	
1 Land Acquisition 2 Existing Building Acquisition 3 Off-Site Construction Cost 4 Sitework Construction Cost 5 Hard Construction or Rehabilitation 6 Contractor's General Requirements 7 Contractor's Overhead	-	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,750,000 - - 2,430,910 8,549,416 700,000	\$ \$ \$ \$ \$	2,430,910 8,549,416 700,000 234,000 700,000	
1 Land Acquisition 2 Existing Building Acquisition 3 Off-Site Construction Cost 4 Sitework Construction Cost 5 Hard Construction or Rehabilitation 6 Contractor's General Requirements 7 Contractor's Overhead 8 Contractor's Profit	-	**************************************	1,750,000 - - 2,430,910 8,549,416 700,000 234,000 700,000	\$ \$ \$ \$ \$ \$	1,750,000 	
1 Land Acquisition 2 Existing Building Acquisition 3 Off-Site Construction Cost 4 Sitework Construction Cost 5 Hard Construction or Rehabilitation 6 Contractor's General Requirements 7 Contractor's Overhead 8 Contractor's Profit 9 Construction Contingency	-	OR	2,430,910 8,549,416 700,000 234,000 750,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,430,910 8,549,416 700,000 234,000 700,000	
1 Land Acquisition 2 Existing Building Acquisition 3 Off-Site Construction Cost 4 Sitework Construction Cost 5 Hard Construction or Rehabilitation 6 Contractor's General Requirements 7 Contractor's Overhead 8 Contractor's Profit 9 Construction Contingency 10 Soft Costs 11 Developer's / Other Fees	-	OR \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,750,000 - 2,430,910 8,549,416 700,000 234,000 700,000 750,000 1,229,500	\$ \$ \$ \$ \$ \$ \$ \$	2,430,910 8,549,416 700,000 234,000 700,000 750,000 1,229,500 2,330,000	
1 Land Acquisition 2 Existing Building Acquisition 3 Off-Site Construction Cost 4 Sitework Construction Cost 5 Hard Construction or Rehabilitation 6 Contractor's General Requirements 7 Contractor's Overhead 8 Contractor's Profit 9 Construction Contingency 10 Soft Costs 11 Developer's / Other Fees	-	S	2,430,910 8,549,416 700,000 234,000 700,000 750,000 1,229,500 932,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,430,910 8,549,416 700,000 234,000 750,000 1,229,500	
1 Land Acquisition 2 Existing Building Acquisition 3 Off-Site Construction Cost 4 Sitework Construction Cost 5 Hard Construction or Rehabilitation 6 Contractor's General Requirements 7 Contractor's Overhead 8 Contractor's Profit 9 Construction Contingency 10 Soft Costs 11 Developer's / Other Fees 12 Construction Financing Cost	-	S S S S S S S S S S S S S S S S S S S	1,750,000 - 2,430,910 8,549,416 700,000 234,000 700,000 750,000 1,229,500 932,000 993,645	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,430,910 8,549,416 700,000 700,000 750,000 1,229,500 2,330,000 993,645 70,000	
1 Land Acquisition 2 Existing Building Acquisition 3 Off-Site Construction Cost 4 Sitework Construction Cost 5 Hard Construction or Rehabilitation 6 Contractor's General Requirements 7 Contractor's Overhead 8 Contractor's Profit 9 Construction Contingency 10 Soft Costs 11 Developer's / Other Fees 12 Construction Financing Cost 13 Permanent Financing Cost	-	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,750,000 - 2,430,910 8,549,416 700,000 234,000 750,000 1,229,500 932,000 993,645 25,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,430,910 8,549,416 700,000 234,000 700,000 750,000 1,229,500 2,330,000 993,645	EXCLUSIVE USE FINANCING PARTICIPANT

19,067,463

20,510,463

TOTAL USES OF FUNDS

RENT SCHEDULE

The rent and utility limits available at the time the application is submitted should be used to complete this form. Gross Rent cannot exceed the HUD maximum rent limits. The unit mix and net rentable square footages should be consistant with the: "Populations Served" section of the application, site plan and architectural drawings. Unit types should be entered from smallest to largest based on "# of Bedrooms", then within the same "# of Bedrooms" from lowest to highest "Tenant Paid Rent/Unit". "Type of Unit" designation should be one or more of the following based on the unit's rent restrictions: Tax Credit (TC50%) or (TC60%), HOME High (HH) or Low (LH), Housing Trust Fund (HTF), 501 (c) (3) Mortgage Revenue Bond (MRB), Community Developement Block Grant (CDBG). Other (OT) (describe any "Other" restrictions on an attached sheet). For units funded under more than one program, the "Income Level Served" should be the most restrictive - for example a LH and TC50% would be "50%".

would be "50%"										
Type of Unit	Income Level Served	# of Units	# of Bed rooms	# of Baths	Unit Size (Net Rentable Sq. Ft.)	Total Net Rentable Sq. Ft.	Gross Rent	Tenant Paid Utility Allow.	Tenant Paid Rent/ Bed	Total Monthly Rent
V. I		(A)	(B)		(C)	(A) x (C)	(D)	(E)	(D) - (E) = (F)	(A)x(B)x(F)
Tax Credit	30%	4	1	1	727	2,908	343	61	282	1,128
DL Low HOME	50%	0	1	1	727	0	813	61	752	: -
DL High HOME	50%	0	1	1	729	0	813	61	752	
Tax Credit	50%	8	1	1	727	5,816	571	61	510	4,080
Tax Credit	60%	25	1	1	727	18,175	686	61	625	15,625
Tax Credit	30%	6	2	2	1.044	6,264	411	78	333	1,998
DL High HOME	60%	0	2	2	1.044	0,204	975	78	897	-
Tax Credit	50%	11	2	2	1,044		686	78	608	6,688
Tax Credit	60%	36	2	2	1,044	37,584	823	78	745	26,820
Dillette	200/		2	2	1,256	0	475	100	375	
DL Units Tax Credit	30% 60%	0	3	2 2	1,256	0	1,126	100	1,026	
DL Low HOME	50%	0	3	2	1,256	0	791	100	691	
DL High HOME	60%	Û	3	2	1,256	0	950	100	850	9
Rent Restricte	d Total	90			W S	82,231				56,339
Market Rate		3	1		727		The same		800	2,400
Market Rate		3	2	2	1,044		la La		1,000	3,000
Market Rate		Ũ	3	2	1,256	0			1,200	
Market Rate		0	3	2	1,206	0	53.0		0	*
Market Rate		0	3	2	1,206	0			0	:=
						5.040	Marie Control			E 400
Market Rate To		6				5,313				5,400
Employee/Owi Total Units	ner Occup	96				87,544				61,739
+ Non Rental In	come Sou	irce #1	15	per unit	month for:	describe:	Deposit	Forfeiture	es, Misc.	1,440
+ Non Rental In					ort/month fo					1,200
+ Non Rental In					/month for:					
= POTENTIAL	GROSS N	ONTH	LY INCO	ME		% of Pote	atial Orr -	n Îngeres	7.50%	64,379
 Provision for \ Rental Conce 		Collect	ion Loss			% of Pote	ndai Gros	s income:	7.50%	(4,828)
= EFFECTIVE		ONTHL	Y INCO	ME						59,551
x 12 = EFFECT	IVE GRO	SS ANN	IUAL IN	COME						714,607
ANNUAL EXPE	ENSES									459,130
NET OPERATI	ET OPERATING INCOME 255,477									

	3,400,000 \$210,434
@ 0.4%	0 \$0
	@ 0.4%

1st LIEN LOAN ASSUMPTIONS:	Term	18 Years	
	Amortization Period	40 Years	
1	Bond / Interest Rate	5.500%	
	Debt Service Coverage	1.20	
	Annual Principal and Interest	212,897	
PROJECTED LOAN AMOUNT	BASED ON THE TERMS ABOVE		\$3,439,792

NOTES & ASSUMPTIONS			
Vacancy & Collection Loss estimated at Second Lien Debt	7.50%		

	ANNUAL OPERATING EXPENS	ES			
General & Administrative	Expenses				300
Accounting		\$	10,000		
Advertising		\$	3,600		
Legal fees	,	\$	3,000	120	
Leased equipment		\$ \$ \$	1,200	1	
Postage & office supp	lies	\$	7,000		
Telephone		\$	5,000	0.00	
Other		\$	1,500		
Other	describe	\$	0	150	
Total General & Admi	nistrative Expenses:	N 'e		\$	31,300
Management Fee:	Percent of Effective Gross Inco	me:	5.00%	\$	35,730
Payroll, Payroll Tax & Emp	ployee Benefits				TALL I
Management		\$	60,000		
Maintenance		\$	40,000		
Other	Health Benefits, FICA	\$	10,000	100	
Other	describe	2011			
Total Payroll, Payroll Tax 8	and the state of t			\$	110,000
Repairs & Maintenance					
Elevator		\$			
Exterminating		\$	4,000		
Grounds		\$	20,000		
Make-ready		\$	7,500	19	
·		\$	7,500		
Repairs		\$	2,400	1	
Pool		۶ \$			
Other		?	7,500		
Other	describe	۶ .		A	40.000
Total Repairs & Maintena				\$	48,900
Utilities (Enter Only Prope	A CONTRACTOR OF THE PROPERTY O		iona versional		
Electric		\$	20,000		
Natural gas		\$	600		
Trash		\$	8,000		
Water/Sewer		\$	68,000	1115	
Other	The state of the s	\$			
Other	describe	\$			- 10
Total Utilities:				\$	96,600
Annual Property Insuranc	e: Rate per net rentable square foot:	\$	0.76	\$	48,000
Property Taxes:	2,554,766				
Publis	hed Tax Rate: 2.49 Source:				
Annual Estimated Pro	perty Taxes	\$	56,000		
Payments in Lieu of Ta	•	s			
Total Property Taxes				\$	56,000
Reserve for Replacements	s: Annual reserves per unit:	Ś	\$ 250	\$	24,000
Other Expenses	, interview per annu	·			
Cable TV		\$			
		\$	5,000	11.00	
TDHCA Compliance fe		\$	3,600		
		۰ \$	3,000		
	,	۔			
	nce Fees (TDHCA as Bond Issuer Only -	3		100	
		٠,	0		
Bond Trustee Fee		\$	0		
Security			0		
Security Other	Issuer Fees	\$	0	715	
Security Other Other	issuer Fees describe		0		7 11
Security Other Other Total Other Expenses:	issuer Fees describe	\$ \$		\$	8,600
Security Other Other	issuer Fees describe Expense per unit:	\$ \$	4,783	\$	8,600 459,130
Security Other Other Total Other Expenses: TOTAL ANNUAL EXPENSES	issuer Fees describe Expense per unit: Expense to Income Ratio:	\$ \$		\$	459,130
Security Other Other Total Other Expenses:	issuer Fees describe Expense per unit: Expense to Income Ratio:	\$ \$	4,783		
Security Other Other Total Other Expenses: TOTAL ANNUAL EXPENSES	issuer Fees describe Expense per unit: Expense to Income Ratio:	\$ \$	4,783	\$	459,130
Security Other Other Total Other Expenses: TOTAL ANNUAL EXPENSES	Issuer Fees describe Expense per unit: Expense to Income Ratio: (before debt service)	\$ \$ \$	4,783	\$	459,130
Security Other Other Total Other Expenses: TOTAL ANNUAL EXPENSES NET OPERATING INCOME Annual Debt Service Conventional Po	Issuer Fees describe Expense per unit: Expense to Income Ratio: (before debt service)	\$ \$ \$	4,783 64.25 % 210,434	\$	459,130
Security Other Other Total Other Expenses: TOTAL ANNUAL EXPENSES NET OPERATING INCOME Annual Debt Service Conventional Particular Service	Issuer Fees describe Expense per unit: Expense to Income Ratio: (before debt service) Ermanent P&I Loan P & I	\$ \$ \$	4,783 64.25% 210,434 0	\$	459,130 255,477
Security Other Other Total Other Expenses: TOTAL ANNUAL EXPENSES NET OPERATING INCOME Annual Debt Service Conventional Po	Issuer Fees describe Expense per unit: Expense to Income Ratio: (before debt service) Ermanent P&I Loan P & I	\$ \$ \$	4,783 64.25 % 210,434	\$	459,130

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 D	EVELOPMENT SU	JMMARY 1		
		Eligible Basis (If			Scratch Paper/Notes
	Cost	Acquisition	New/Rehab.		Straten Aper/Hotes
ACQUISITION					
Site acquisition cost	1,750,000		5 ·		
Existing building acquisition cost					
Closing costs & acq. legal fees					
Other (specify) - see footnote 1					
Other (specify) - see footnote 1					
Subtotal Acquisition Cost	\$1,750,000	\$0	\$0		
OFF-SITES ²					
Off-site concrete					
Storm drains & devices	0				
Water & fire hydrants			The same of the		
Off-site utilities					
Sewer lateral(s)					
Off-site paving					
Off-site electrical					
Other (specify) - see footnote 1					
Other (specify) - see footnote 1					
Subtotal Off-Sites Cost	\$0	. 50	\$0		
SITE WORK ³	45	701	70]		
Demolition				0.00%	
Asbestos Abatement (Demolition Only)			Note that the first	0.00%	
Detention	144,000		0	8.00%	
Rough grading	149,220		89,532	8.29%	
Fine grading	132,750		106,200	7.38%	
On-site concrete	93,375		93,375	5.19%	
On-site electrical	298,125		298.125	16.56%	
On-site paving	459,000		459,000	25.50%	
On-site utilities	384,840		384.840	21.38%	
Decorative masonry	54,000		54,000	3.00%	
Bumper stops, striping & signs	12,600		12,600	0.70%	
PLEASE SPECIFY - see footnote 1	72,000		72,000		Entry Gates & Cameras
Subtotal Site Work Cost	\$1,799,910	\$0	\$1,569,672	100.00%	and Jodes & Carrieras
SITE AMENITIES	, , , , , , , ,		7-,500,01-		
Landscaping	336,000		268,800		
Pool and decking	80,000		80,000		
Athletic court(s), playground(s)	40,000		40,000		
Fencing	150,000		150,000		
PLEASE SPECIFY - see footnote 1	25,000		25,000		Gazebo
Subtotal Site Amenities Cost	\$631,000	\$0	\$563,800		
BUILDING COSTS*:					
Concrete	1,419,500		1,419,500	8.35%	6.
Masonry	165,429		165,429	2.24%	
Metals	147,704		147,704	2.00%	
Woods and Plastics	1,809,377		1,809,377	24.50%	
Thermal and Moisture Protection	132,934		132,934	1.80%	
Roof Covering	542,813		542,813	7.35%	
Doors and Windows	553,891		553,891	7.50%	
Finishes	1,403,190		1,403,190	19.00%	
Specialties	147,704		147,704	2.00%	
Equipment	147,704		147,704	2.00%	
Furnishings	265,868		265,868	3.60%	
Special Construction	118,163		118,163	1.60%	
Conveying Systems (Elevators)	0		0	0.00%	
Mechanical (HVAC; Plumbing)	697,903		697,903	9.45%	
Electrical	451,236		451,236	6.11%	
Individually itemize costs below:					
Detached Community Facilities/Building	450,000		450,000	3.00%	
Carports and/or Garages	96,000		0	0.00%	
Lead-Based Paint Abatement	0			0.00%	

Asbestos Abatement (Rehabilitation Onli	y)	U			0.00%	
Structured Parking		0			0.00%	
Commercial Space Costs		0			0.00%	
Other (specify) - see footnote 1		0		0	0:00%	
Subtotal Building Costs	•	\$8,549,416	\$0	\$8,453,416	100,50%	
Before 11.9(e)(2)		50				
Voluntary Eligible Buildi			\$96.57 psf	\$8,453,416		
Enter amount to be use	d to achiev	e desired score.				
If NO1 seeking to score points under §1	.1.9(e)(2), I	E//:E/8 should re	emain BLANK. T	rue eligible buildii	ng cost snou	be entered in line items E33:E74. If requesting
TOTAL BUILDING COSTS & SITE WORK		\$10,980,326	\$0	\$10,586,888		
(including site amenities)		, , , , , , , , , , , , , , , , , , , ,		, , , , , , , , , , , , , , , , , , , ,		
Contingency	6.83%	\$750,000		750,000		
TOTAL HARD COSTS		\$11,730,326	\$0	\$11,336,888	245116	
OTHER CONSTRUCTION COSTS	%THC	700,000		670,000	%EHC 5.99%	
General requirements (<6%)	5.967%	700,000		679,000	3,99%	
Field supervision (within GR limit) Contractor overhead (<2%)	1.995%	234,000		227,000	2.00%	
G & A Field (within overhead limit)	1.333%	234,000		227,000	2,0076	
Contractor profit (<6%)	5.967%	700.000		679,000	5.99%	
TOTAL CONTRACTOR FEES		\$1,634,000	\$0	\$1,585,000		
TOTAL CONSTRUCTION CONTRACT		\$13,364,326	\$0	\$12,921,888		
Before 11.9(e)(2)		c				
Voluntary Eligible "Har			\$147.61 psf	\$12,921,888		
Enter amount to be use	o to acniev	e desired score.				
If NOT cooking to cook points under \$1	1 0/01/21 0	OS-EO7 chould re	main BLANK T	rua aligible cost sl	hould be ente	red in line items E83 and E87:E91. If requesting
noints under \$11 9(a)(2) related to Cost	of Develo	nment ner Sausi	re Foot enter th	e true or voluntar	ily limited co	sts in E96:E97 that produces the target cost per
square foot in D96:D97. Enter Requeste						in Egotegy that provoces the target cost per
Architectural - Design fees	cu score it	110,000	ine bottom or th	110,000		
Architectural - Supervision fees		75,000				
				75.000		
_ •		250,000		75,000 250,000		
Engineering fees Real estate attorney/other legal fees						Partnership legal
Engineering fees		250,000		250,000		Partnership legal
Engineering fees Real estate attorney/other legal fees		250,000 100,000		250,000 100,000 10,000 125,000		Partnership legal
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Building permits & related costs		250,000 100,000 10,000 125,000 45,000		250,000 100,000 10,000 125,000 45,000		Partnership legal
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Building permits & related costs Appraisal		250,000 100,000 10,000 125,000 45,000 8,000		250,000 100,000 10,000 125,000 45,000 8,000		Partnership legal
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Building permits & related costs Appraisal Market analysis		250,000 100,000 10,000 125,000 45,000 8,000		250,000 100,000 10,000 125,000 45,000 8,000 8,000		Partnership legal
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Building permits & related costs Appraisal Market analysis Environmental assessment		250,000 100,000 10,000 125,000 45,000 8,000 8,000 6,500		250,000 100,000 10,000 125,000 45,000 8,000 8,000 6,500		Partnership legal
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Building permits & related costs Appraisal Market analysis Environmental assessment Soils report		250,000 100,000 10,000 125,000 45,000 8,000 8,000 6,500 12,000		250,000 100,000 10,000 125,000 45,000 8,000 8,000 6,500 12,000		Partnership legal
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Building permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat		250,000 100,000 10,000 125,000 45,000 8,000 6,500 12,000 25,000		250,000 100,000 10,000 125,000 45,000 8,000 8,000 6,500		Partnership legal
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Building permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing		250,000 100,000 10,000 125,000 45,000 8,000 6,500 12,000 25,000 35,000		250,000 100,000 10,000 125,000 45,000 8,000 6,500 12,000 25,000		Partnership legal
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Building permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance		250,000 100,000 10,000 125,000 45,000 8,000 6,500 12,000 25,000		250,000 100,000 10,000 125,000 45,000 8,000 8,000 6,500 12,000		Partnership legal
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Building permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing		250,000 100,000 10,000 125,000 45,000 8,000 6,500 12,000 25,000 35,000		250,000 100,000 10,000 125,000 45,000 8,000 6,500 12,000 25,000		Partnership legal
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Building permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes		250,000 100,000 10,000 125,000 45,000 8,000 6,500 12,000 25,000 35,000		250,000 100,000 10,000 125,000 45,000 8,000 6,500 12,000 25,000		Partnership legal
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Building permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes		250,000 100,000 10,000 125,000 45,000 8,000 6,500 12,000 25,000 35,000 225,000 0 160,000		250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 0 5,000		Furniture, Fixtures, Equipment
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Building permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1		250,000 100,000 10,000 125,000 45,000 8,000 6,500 12,000 25,000 35,000 225,000 0 160,000		250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 0 5,000		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Building permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1		250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 25,000 225,000 0 160,000 10,000 20,000		250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 0 5,000 160,000 10,000 10,000 20,000		Furniture, Fixtures, Equipment
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Building permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 Subtotal Soft Cost		250,000 100,000 10,000 125,000 45,000 8,000 6,500 12,000 25,000 35,000 225,000 0 160,000	\$0	250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 0 5,000		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Building permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 Subtotal Soft Cost FINANCING:		250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 25,000 225,000 0 160,000 10,000 20,000	\$0	250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 0 5,000 160,000 10,000 10,000 20,000		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Bullding permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 Subtotal Soft Cost FINANCING: CONSTRUCTION LOAN(S) ³		250,000 100,000 10,000 125,000 45,000 8,000 6,500 12,000 25,000 0 160,000 10,000 20,000 \$1,229,500	\$0	250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 0 5,000 160,000 10,000 20,000 \$1,194,500		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Bullding permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 Subtotal Soft Cost FINANCING: CONSTRUCTION LOAN(S) ³ Construction Loan Interest		250,000 100,000 10,000 125,000 45,000 8,000 6,500 12,000 25,000 35,000 0 160,000 10,000 20,000 \$1,229,500	\$0	250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 0 5,000 160,000 10,000 20,000 \$1,194,500		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Bullding permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 CONSTRUCTION LOAN(S) ³ Construction Loan Interest Loan origination fees		250,000 100,000 10,000 125,000 45,000 8,000 6,500 12,000 25,000 25,000 0 160,000 10,000 20,000 \$1,229,500 633,645 150,000	\$0	250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 0 5,000 160,000 10,000 20,000 \$1,194,500		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Bullding permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 CONSTRUCTION LOAN(S) ³ Construction Loan Interest Loan origination fees Title & recording fees		250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 35,000 225,000 0 160,000 10,000 20,000 \$1,229,500	\$0	250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 0 5,000 160,000 10,000 20,000 \$1,194,500		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges Soft Cost Contingency
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Bullding permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 CONSTRUCTION LOAN(S) ³ Construction Loan Interest Loan origination fees Title & recording fees Closing costs & legal fees		250,000 100,000 10,000 125,000 45,000 8,000 6,500 12,000 25,000 25,000 0 160,000 10,000 20,000 \$1,229,500 633,645 150,000	\$0	250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 0 5,000 160,000 10,000 20,000 \$1,194,500		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Bullding permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 CONSTRUCTION LOAN(S) ³ Construction Loan Interest Loan origination fees Title & recording fees		250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 25,000 0 160,000 10,000 20,000 \$1,229,500	\$0	250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 0 5,000 10,000 10,000 20,000 \$1,194,500 506,916 150,000 80,000 70,000		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges Soft Cost Contingency
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Building permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 Subtotal Soft Cost FINANCING: CONSTRUCTION LOAN(S) ³ Construction Loan Interest Loan origination fees Title & recording fees Closing costs & legal fees Inspection fees		250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 0 160,000 10,000 20,000 \$1,229,500 633,645 150,000 80,000 70,000	\$0	250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 0 5,000 160,000 10,000 20,000 \$1,194,500 506,916 150,000 80,000 70,000 20,000		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges Soft Cost Contingency
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Bullding permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 Subtotal Soft Cost FINANCING: CONSTRUCTION LOAN(S) ³ Construction Loan Interest Loan origination fees Title & recording fees Closing costs & legal fees Inspection fees Credit Report		250,000 100,000 10,000 125,000 8,000 8,000 25,000 25,000 0 160,000 10,000 20,000 \$1,229,500 633,645 150,000 80,000 70,000 0	\$0	250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 0 5,000 10,000 20,000 \$1,194,500 80,000 70,000 20,000 0		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges Soft Cost Contingency
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Bullding permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 Subtotal Soft Cost FINANCING: CONSTRUCTION LOAN(S) ³ Construction Loan Interest Loan origination fees Title & recording fees Closing costs & legal fees Inspection fees Credit Report Bond Funds Interest		250,000 100,000 10,000 125,000 8,000 8,000 25,000 35,000 0 160,000 10,000 20,000 \$1,229,500 633,645 150,000 80,000 70,000 0	\$0	250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 225,000 160,000 10,000 20,000 \$1,194,500 506,916 150,000 80,000 70,000 0 0		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges Soft Cost Contingency Closing costs & Lender legal
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Bullding permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 Subtotal Soft Cost FINANCING: CONSTRUCTION LOAN(S) ³ Construction Loan Interest Loan origination fees Title & recording fees Closing costs & legal fees Inspection fees Credit Report Bond Funds Interest PLEASE SPECIFY - see footnote 1		250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 25,000 0 160,000 10,000 20,000 \$1,229,500 633,645 150,000 70,000 20,000 15,000	\$0	250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 225,000 0 5,000 160,000 10,000 20,000 \$1,194,500 506,916 150,000 80,000 70,000 0 0 15,000		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges Soft Cost Contingency Closing costs & Lender legal
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Bullding permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 Subtotal Soft Cost FINANCING: CONSTRUCTION LOAN(S) ³ Construction Loan Interest Loan origination fees Inspection fees Closing costs & legal fees Inspection fees Credit Report Bond Funds Interest PLEASE SPECIFY - see footnote 1 Other (specify) - see footnote 1 PERMANENT LOAN(S) Loan origination fees		250,000 100,000 10,000 45,000 8,000 6,500 12,000 25,000 0 160,000 10,000 20,000 \$1,229,500 633,645 150,000 70,000 0 0 15,000	\$0	250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 225,000 0 5,000 160,000 10,000 20,000 \$1,194,500 506,916 150,000 80,000 70,000 0 0 15,000		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges Soft Cost Contingency Closing costs & Lender legal
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Bullding permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 Subtotal Soft Cost FINANCING: CONSTRUCTION LOAN(S) ³ Construction Loan Interest Loan origination fees Title & recording fees Closing costs & legal fees Inspection fees Credit Report Bond Funds Interest PLEASE SPECIFY - see footnote 1 Other (specify) - see footnote 1 PERMANENT LOAN(S) Loan origination fees Title & recording fees		250,000 100,000 10,000 125,000 45,000 8,000 25,000 25,000 0 160,000 20,000 \$1,229,500 633,645 150,000 70,000 20,000 0 15,000 0 15,000 0 10,000 1	\$0	250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 225,000 0 5,000 160,000 10,000 20,000 \$1,194,500 506,916 150,000 80,000 70,000 0 0 15,000		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges Soft Cost Contingency Closing costs & Lender legal
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Bullding permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 Subtotal Soft Cost FINANCING: CONSTRUCTION LOAN(S) ³ Construction Loan Interest Loan origination fees Title & recording fees Closing costs & legal fees Inspection fees Credit Report Bond Funds Interest PLEASE SPECIFY - see footnote 1 Other (specify) - see footnote 1 PERMANENT LOAN(S) Loan origination fees Title & recording fees Closing costs & legal		250,000 100,000 10,000 125,000 8,000 8,000 25,000 25,000 0 160,000 10,000 20,000 \$1,229,500 633,645 150,000 80,000 70,000 20,000 0 15,000 0 15,000 0 10,000 10	\$0	250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 225,000 0 5,000 160,000 10,000 20,000 \$1,194,500 506,916 150,000 80,000 70,000 0 0 15,000		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges Soft Cost Contingency Closing costs & Lender legal
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Bullding permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 Subtotal Soft Cost FINANCING: CONSTRUCTION LOAN(S) ³ Construction Loan Interest Loan origination fees Title & recording fees Closing costs & legal fees Inspection fees Credit Report Bond Funds Interest PLEASE SPECIFY - see footnote 1 Other (specify) - see footnote 1 PERMANENT LOAN(S) Loan origination fees Title & recording fees Closing costs & legal Negative Arbitrage		250,000 100,000 10,000 125,000 45,000 8,000 25,000 25,000 5,000 160,000 10,000 20,000 \$1,229,500 633,645 150,000 80,000 70,000 0 15,000 0 15,000 0 15,000 0 15,000 0 10,000	\$0	250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 225,000 0 5,000 160,000 10,000 20,000 \$1,194,500 506,916 150,000 80,000 70,000 0 0 15,000		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges Soft Cost Contingency Closing costs & Lender legal
Engineering fees Real estate attorney/other legal fees Accounting fees Impact Fees / Tap Fees Bullding permits & related costs Appraisal Market analysis Environmental assessment Soils report Survey/Plat Marketing Hazard & liability insurance Real property taxes Personal property taxes Personal property taxes Tenant Relocation PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 PLEASE SPECIFY - see footnote 1 Subtotal Soft Cost FINANCING: CONSTRUCTION LOAN(S) ³ Construction Loan Interest Loan origination fees Title & recording fees Closing costs & legal fees Inspection fees Credit Report Bond Funds Interest PLEASE SPECIFY - see footnote 1 Other (specify) - see footnote 1 PERMANENT LOAN(S) Loan origination fees Title & recording fees Closing costs & legal		250,000 100,000 10,000 125,000 8,000 8,000 25,000 25,000 0 160,000 10,000 20,000 \$1,229,500 633,645 150,000 80,000 70,000 20,000 0 15,000 0 15,000 0 10,000 10	\$0	250,000 100,000 125,000 45,000 8,000 6,500 12,000 25,000 225,000 0 5,000 160,000 10,000 20,000 \$1,194,500 506,916 150,000 80,000 70,000 0 0 15,000		Furniture, Fixtures, Equipment Plans and Prints and Miscellaneous Charges Soft Cost Contingency Closing costs & Lender legal

Cost of Susance						
Miscellaneous Bond Costs	Cost of issuance	0				
Other (specify) - see footnote 1	Miscellaneous Bond Costs					
Interest 25,000 25,000	Other (specify) - see footnote 1	0				
Interest	Other (specify) - see footnote 1	0				
Loan origination fees Title & recording fees Closing costs & legal fees Clo	BRIDGE LOAN(S)					
Title & recording fees Chier (speedy) - see footnote 1 Chier (Interest	25,000		25,000		Pre-Development Loan Interest
Closing costs & legal fees	Loan origination fees					
Other (specify) - see footnote 1 OTHER FINANCING COSTs ¹ Tax credit (fee see See See See See See See See See S	Title & recording fees					
Other (specify) - see footnote 1 Title	Closing costs & legal fees					
Title Titl						
Tax and/or hond course	Other (specify) - see footnote 1					
Tax and/or hond course 0	OTHER FINANCING COSTS ³					
Payment bonds	Tax credit fees	57,744	100			TDHCA
Performance bonds	Tax and/or bond counsel	0		0		
Cost of underwriting & Issuance	Payment bonds	66,822				
Other HFC Costs	Performance bonds	133,643		133,643		
Syndication organizational cost 70,000 10,000 Refinance (existing loan payoff amt)	Cost of underwriting & issuance	0		0		
Tax opinion Refinance (existing loan payoff ant)	Other HFC Costs	0		0		
Refinance (existing loan payoff amt) PIEASE SPECIFY - see footnote 1	Syndication organizational cost	70,000				
DEASE SPECIEY - see footnote 1	Tax opinion	10,000				
Other (specify) - see footnote 1 Subtotal Financing Cost \$1,401,854 \$0 \$1,023,559 \$	Refinance (existing loan payoff amt)					
DEVELOPER FEES						
DeVELOPER FEES	Other (specify) - see footnote 1					
Housing consultant fees	Subtotal Financing Cost	\$1,401,854	\$0	\$1,023,559		
Housing consultant fees	2					
Seneral & administrative	DEVELOPER FEES°					
Profit or fee 1,500,000 1,488,000	Housing consultant fees ⁴			15,000		
Subtotal Developer Fees 15.00% \$2,330,000 \$0 \$2,271,000 \$15.00%	General & administrative	815,000		768,000		
RESERVES Rent-up - new funds Rent-up - existing reserves* Operating - new funds Operating - new funds Operating - new funds Operating - existing reserves* Replacement - new funds Escrows - new funds Escrows - new funds Escrows - existing reserves* Subtotal Reserves *Any existing reserve amounts should be listed on the Schedule of Sources. TOTAL HOUSING DEVELOPMENT COSTS *\$20,510,463 *\$0\$ \$17,410,948 **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis Applicable Fraction Total Qualified Basis \$\$21,219,593 \$\$0\$ \$\$1,909,763 \$\$0\$ \$\$1,909,763 \$\$ \$\$1,909,763		1,500,000		1,488,000		
Rent-up - new funds	Subtotal Developer Fees 15.00%	\$2,330,000	\$0	\$2,271,000	15.00%	
Rent-up - existing reserves*	RESERVES					
Operating - new funds Operating - existing reserves* Replacement - existing reserves* Escrows - new funds Escrows - new funds Escrows - existing reserves* Subtotal Reserves *Any existing reserve amounts should be listed on the Schedule of Sources. *TOTAL HOUSING DEVELOPMENT COSTS* *20,510,463 *50 \$17,410,948 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 non-recourse financing Non-qualified non-fecourse financing *Non-qualified non-fecourse financing Non-qualified sasis **High Cost Area Adjustment (100% or 130%) Total Eligible Basis **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis **Jost State Stat	Rent-up - new funds	100,000				
Operating - existing reserves* Replacement - new funds Replacement - existing reserves* Escrows - new funds Escrows - existing reserves* Subtotal Reserves \$434,782 \$0 \$0 Subtotal Reserves \$444,710,948 \$0 Subtotal Research \$44,7410,948 \$0 Subtotal Research \$44,7410,948 \$0 Subtotal Researc	Rent-up - existing reserves*					
Replacement - new funds Replacement - existing reserves* Escrows - new funds Escrows - existing reserves* Subtotal Reserves *Any existing reserve amounts should be listed on the Schedule of Sources. TOTAL HOUSING DEVELOPMENT COSTS \$20,510,463 \$0 \$17,410,948 The following calculations are for HTC Applications only. Deduct From Basis: Federal grants used to finance costs in Eligible Basis Non-qualified non-recourse financing Non-qualified portion of higher quality units §42(d)(5) Historic Credits (residential portion only) Total Eligible Basis **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis Applicable Fraction Total Qualified Basis \$21,219,593 \$0 \$21,219,593 \$0 \$21,219,593 Applicable Percentage Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763	Operating - new funds	334,782				
Replacement - existing reserves* Escrows - new funds Escrows - existing reserves* Subtotal Reserves Subtotal Reserves Subtotal Reserves *Any existing reserve amounts should be listed on the Schedule of Sources. *TOTAL HOUSING DEVELOPMENT COSTS* *20,510,463 *50 \$17,410,948 The following calculations are for HTC Applications only. Deduct From Basis: Federal grants used to finance costs in Eligible Basis Non-qualified non-recourse financing Non-qualified portion of higher quality units §42(d)(5) Historic Credits (residential portion only) Total Eligible Basis **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$50 \$17,410,948 **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$50 \$22,634,232 Applicable Fraction 93,75% Total Qualified Basis \$21,219,593 \$50 \$1,909,763 \$50 \$1,909,763	Operating - existing reserves*					
Escrows - new funds Escrows - existing reserves* Subtotal Reserves \$434,782 \$0 \$0 *Any existing reserve amounts should be listed on the Schedule of Sources. TOTAL HOUSING DEVELOPMENT COSTS \$20,510,463 \$0 \$17,410,948 The following calculations are for HTC Applications only. Deduct From Basis: Federal grants used to finance costs in Eligible Basis Non-qualified non-recourse financing Non-qualified portion of higher quality units \$42(d)(5) Historic Credits (residential portion only) Total Eligible Basis **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$17,410,948 **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$22,634,232 Applicable Fraction \$93.75% Total Qualified Basis \$0 \$21,219,593 Applicable Percentage \$9,00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763	Replacement - new funds			1000		
Escrows - existing reserves \$434,782 \$0 \$0 *Any existing reserve amounts should be listed on the Schedule of Sources. TOTAL HOUSING DEVELOPMENT COSTS \$20,510,463 \$0 \$17,410,948 The following calculations are for HTC Applications only. Deduct From Basis: Federal grants used to finance costs in Eligible Basis Non-qualified non-recourse financing Non-qualified portion of higher quality units \$42(d)(5) Historic Credits (residential portion only) Total Eligible Basis **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis Applicable Fraction Total Qualified Basis \$21,219,593 \$0 \$21,219,593 Applicable Percentage 9.00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763	Replacement - existing reserves*					
Subtotal Reserves \$434,782 \$0 \$0 *Any existing reserve amounts should be listed on the Schedule of Sources. TOTAL HOUSING DEVELOPMENT COSTS \$20,510,463 \$0 \$17,410,948 The following calculations are for HTC Applications only. Deduct From Basis: Federal grants used to finance costs in Eligible Basis Non-qualified non-recourse financing Non-qualified portion of higher quality units \$42(d)(5) Historic Credits (residential portion only) Total Eligible Basis **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$17,410,948 **High Cost Area Adjustment (100% or 130%) Total Qualified Basis \$0 \$22,634,232 Applicable Fraction 93.75% Total Qualified Basis \$0 \$21,219,593 \$0 \$21,219,593 Applicable Percentage \$0 9.00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763	Escrows - new funds					
*Any existing reserve amounts should be listed on the Schedule of Sources. TOTAL HOUSING DEVELOPMENT COSTS \$20,510,463 \$0 \$17,410,948 The following calculations are for HTC Applications only. Deduct From Basis: Federal grants used to finance costs in Eligible Basis Non-qualified non-recourse financing Non-qualified portion of higher quality units \$42(d)(5) Historic Credits (residential portion only) Total Eligible Basis **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$22,634,232 Applicable Fraction 93.75% Total Qualified Basis \$0 \$21,219,593 Applicable Percentage 9 9,00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763	-					
be listed on the Schedule of Sources. TOTAL HOUSING DEVELOPMENT COSTS \$20,510,463 \$0 \$17,410,948 The following calculations are for HTC Applications only. Deduct From Basis: Federal grants used to finance costs in Eligible Basis Non-qualified non-recourse financing Non-qualified portion of higher quality units \$42(d)(5) Historic Credits (residential portion only) Total Eligible Basis **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$17,410,948 **High Cost Area Adjustment (100% or 130%) Total Qualified Basis \$0 \$22,634,232 Applicable Fraction 93.75% Total Qualified Basis \$1,219,593 \$0 \$21,219,593 Applicable Percentage 9 9,00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763		\$434,782	\$0	\$0		
TOTAL HOUSING DEVELOPMENT COSTS ⁵ \$20,510,463 \$0 \$17,410,948 The following calculations are for HTC Applications only. Deduct From Basis: Federal grants used to finance costs in Eligible Basis Non-qualified non-recourse financing Non-qualified portion of higher quality units \$42(d)(5) Historic Credits (residential portion only) Total Eligible Basis **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$17,410,948 **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$22,634,232 Applicable Fraction \$93.75% Total Qualified Basis \$21,219,593 \$0 \$21,219,593 Applicable Percentage ⁶ 9,00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763						
The following calculations are for HTC Applications only. Deduct From Basis: Federal grants used to finance costs in Eligible Basis Non-qualified non-recourse financing Non-qualified portion of higher quality units §42(d)(5) Historic Credits (residential portion only) Total Eligible Basis **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$17,410,948 **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$22,634,232 Applicable Fraction 93.75% Total Qualified Basis \$21,219,593 \$0 \$21,219,593 Applicable Percentage ⁶ 9,00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763	be listed on the Schedule of Sources.					
Deduct From Basis: Federal grants used to finance costs in Eligible Basis Non-qualified non-recourse financing Non-qualified portion of higher quality units §42(d)(5) Historic Credits (residential portion only) Total Eligible Basis **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$17,410,948 ***High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$22,634,232 Applicable Fraction 93.75% Total Qualified Basis \$21,219,593 \$0 \$21,219,593 Applicable Percentage ⁶ 9.00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763	TOTAL HOUSING DEVELOPMENT COSTS ⁵	\$20,510,463	\$0	\$17,410,948		
Deduct From Basis: Federal grants used to finance costs in Eligible Basis Non-qualified non-recourse financing Non-qualified portion of higher quality units §42(d)(5) Historic Credits (residential portion only) Total Eligible Basis **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$17,410,948 ***High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$22,634,232 Applicable Fraction 93.75% Total Qualified Basis \$21,219,593 \$0 \$21,219,593 Applicable Percentage ⁶ 9.00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763						
Federal grants used to finance costs in Eligible Basis Non-qualified non-recourse financing Non-qualified portion of higher quality units §42(d)(5) Historic Credits (residential portion only) Total Eligible Basis **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$17,410,948 **High Cost Area Adjustment (100% or 130%) Total Qualified Basis \$0 \$22,634,232 Applicable Fraction 93.75% Total Qualified Basis \$21,219,593 \$0 \$21,219,593 Applicable Percentage ⁶ 9,00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763	The following calculations are for HTC Applications	only.				
Non-qualified non-recourse financing Non-qualified portion of higher quality units §42(d)(5) Historic Credits (residential portion only) Total Eligible Basis **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$17,410,948 **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$22,634,232 Applicable Fraction 93.75% Total Qualified Basis \$21,219,593 \$0 \$21,219,593 Applicable Percentage ⁶ 9,00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763	Deduct From Basis:	_				
Non-qualified portion of higher quality units §42(d)(5) Historic Credits (residential portion only) Total Eligible Basis **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$17,410,948 **High Cost Area Adjustment (100% or 130%) Total Qualified Basis \$0 \$22,634,232 Applicable Fraction 93.75% Total Qualified Basis \$21,219,593 Applicable Percentage ⁶ 9,00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763		s L				
Historic Credits (residential portion only) Total Eligible Basis \$0 \$17,410,948 **High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$22,634,232 Applicable Fraction 93.75% Total Qualified Basis \$21,219,593 \$0 \$21,219,593 Applicable Percentage 99.00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763						
Total Eligible Basis \$0 \$17,410,948 **High Cost Area Adjustment (100% or 130%) 130% Total Adjusted Basis \$0 \$22,634,232 Applicable Fraction 93.75% Total Qualified Basis \$21,219,593 \$0 \$21,219,593 Applicable Percentage ⁶ 9.00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763)(5)				
**High Cost Area Adjustment (100% or 130%) Total Adjusted Basis \$0 \$22,634,232 Applicable Fraction 93.75% Total Qualified Basis \$21,219,593 \$0 \$21,219,593 Applicable Percentage ⁶ 9.00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763	Historic Credits (residential portion only)					
Total Adjusted Basis \$0 \$22,634,232 Applicable Fraction 93.75% Total Qualified Basis \$21,219,593 \$0 \$21,219,593 Applicable Percentage ⁶ 9.00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763			\$0			
Applicable Fraction 93.75% Total Qualified Basis \$21,219,593 \$0 \$21,219,593 Applicable Percentage ⁶ 9.00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763		_		130%		
Total Qualified Basis \$21,219,593 \$0 \$21,219,593 Applicable Percentage ⁶ 9,00% Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763		_	\$0			
Applicable Percentage ⁶ Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763	Applicable Fraction					
Credits Supported by Eligible Basis \$1,909,763 \$0 \$1,909,763				C71 710 E02		
	Total Qualified Basis	\$21,219,593	\$0			
TDHCA Tax Credit Request \$ 1,909,763	Total Qualified Basis Applicable Percentage ⁶			9.00%		
	Total Qualified Basis Applicable Percentage ⁶ Credits Supported by Eligible Basis	\$1,909,763		9.00%		

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		YEAR 1	YEAR 2		YEAR 3	YEAR 4		YEAR 5		YEAR 10	Г	YEAR 15
POTENTIAL GROSS ANNUAL RENTAL INCOME	\vdash	\$740,868	\$755,685		\$770,799	\$786,215		\$801,939	Г	\$885,406	Г	\$977,560
Secondary Income	\$	31,680	\$ 32,314	\$	32,960	\$ 33,619	\$	34,291	\$	37,861	\$	41,801
POTENTIAL GROSS ANNUAL INCOME		\$772,548	\$787,999		\$803,759	\$819,834		\$836,231		\$923,266		\$1,019,361
Provision for Vacancy & Collection Loss		(\$57,941)	(\$59,100)		(\$60,282)	(\$61,488)		(\$62,717)		(\$69,245)		(\$76,452)
Rental Concessions		\$0						1				
EFFECTIVE GROSS ANNUAL INCOME		\$714,607	\$728,899		\$743,477	\$758,347		\$773,513		\$854,021		\$942,909
EXPENSES	Г			_								
General & Administrative Expenses	Г	\$31,300	\$32,239		\$33,206	\$34,202		\$35,228		\$40,839		\$47,344
Management Fee	\$	35,730	\$ 36,445	\$	37,174	\$ 37,917	\$	38,676	Ş	42,701	\$	47,145
Payroll, Payroll Tax & Employee Benefits	\$	110,000	\$ 113,300	\$	116,699	\$ 120,200	\$	123,806	\$	143,525	\$	166,385
Repairs & Maintenance	\$	48,900	\$ 50,367	\$	51,878	\$ 53,434	\$	55,037	\$	63,803	\$	73,966
Electric & Gas Utilities	\$	20,600	\$ 21,218	\$	21,855	\$ 22,510	\$	23,185	\$	26,878	\$	31,159
Water, Sewer & Trash Utilities	\$	76,000	\$ 78,280	\$	80,628	\$ 83,047	\$	85,539	\$	99,163	\$	114,957
Annual Property Insurance Premiums	\$	48,000	\$ 49,440	\$	50,923	\$ 52,451	\$	54,024	\$	62,629	\$	72,604
Property Tax	\$	56,000	\$ 57,680	\$	59,410	\$ 61,193	\$	63,028	\$	73,067	\$	84,705
Reserve for Replacements	\$	24,000	\$ 24,720	\$	25,462	\$ 26,225	\$	27,012	\$	31,315	\$	36,302
Other Expenses	\$	8,600	\$ 8,858	\$	9,124	\$ 9,397	\$	9,679	\$	11,221	\$	13,008
TOTAL ANNUAL EXPENSES		\$459,130	\$472,547		\$486,359	\$500,578		\$515,216		\$595,142	L	\$687,576
NET OPERATING INCOME		\$255,477	\$256,352		\$257,118	\$257,769		\$258,297		\$258,879	L	\$255,333
DEBT SERVICE									L		L	
First Deed of Trust Annual Loan Payment		\$210,434	\$210,434		\$210,434	\$210,434		\$210,434		\$210,434		\$210,434
Second Deed of Trust Annual Loan Payment- TDHCA Direct Loan		0	0		0	0		0		0	L	0
Third Deed of Trust Annual Loan Payment									L		L	
Other Annual Required Payment									ı			
Other Annual Required Payment												
ANNUAL NET CASH FLOW	1	\$45,042	\$45,918		\$46,684	\$47,334		\$47,863	T	\$242,225	Г	\$224,492
CUMULATIVE NET CASH FLOW	T	\$45,042	\$90,960		\$137,644	\$184,978		\$232,841	Г	\$475,067		\$699,559
Debt Coverage Ratio - ALL		1.21	1.22		1.22	1.22	l,	1.23		1.23		1.21
Developer Fee Balance		\$305,626	\$260,584		\$214,666	\$167,982		\$120,648		\$72,785		\$0
Developer Fee Balance after Paydown from Cashflow	1	\$260,584	\$214,666		\$167,982	\$120,648		\$72,785		\$0		\$0

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)

		Phone:		
Signature, Authorized Representative, Construction or	Printed Name	Email:		
Permanent Lender				
	Date			
Signature, Authorized Representative, Syndicator	Printed Name		Date	
If a revised form	n is submitted, date of submissi			

Rental Proforma 12/30/2021 Page10

Mortgage Amortization

Inputs	The state of the s
Loan principal amount	\$ 3,400,000.0
Annual interest rate	5.500%
Loan period in years	40
Base year of loan	2020
Base month of loan	1

Victoria de la companya della companya della companya de la companya de la companya della compan	
Key Figures	
Annual loan payments	\$210,434.28
Monthly payments	\$17,536.19
Interest in first calendar year	\$186,400.14
Interest over term of loan	\$4,614,635.67
Sum of all payments	\$8,014,635.67

Year	Month	Beginning Balance	Payment	Principal	Interest	Cumulative Principal	Cumulative Interest	Ending Balance
2020	Jan	\$3,400,000.00	\$17,536.19	\$1,952.86	\$15,583.33	\$1,952.86	\$15,583.33	\$3,398,047.14
	Feb	\$3,398,047.14	\$17,536.19	\$1,961.81	\$15,574.38	\$3,914.67	\$31,157.71	\$3,396,085.33
	Mar	\$3,396,085.33	\$17,536.19	\$1,970.80	\$15,565.39	\$5,885.47	\$46,723.10	\$3,394,114.53
	Apr	\$3,394,114.53	\$17,536.19	\$1,979.83	\$15,556.36	\$7,865.30	\$62,279.46	\$3,392,134.70
	May	\$3,392,134.70	\$17,536.19	\$1,988.91	\$15,547.28	\$9,854.21	\$77,826.74	\$3,390,145.79
	Jun	\$3,390,145.79	\$17,536.19	\$1,998.02	\$15,538.17	\$11,852.23	\$93,364.91	\$3,388,147.77
	Jul	\$3,388,147.77	\$17,536.19	\$2,007.18	\$15,529.01	\$13,859.41	\$108,893.92	\$3,386,140.59
	Aug	\$3,386,140.59	\$17,536.19	\$2,016.38	\$15,519.81	\$15,875.79	\$124,413.73	\$3,384,124.21
	Sep	\$3,384,124.21	\$17,536.19	\$2,025.62	\$15,510.57	\$17,901.41	\$139,924.30	\$3,382,098.59
	Oct	\$3,382,098.59	\$17,536.19	\$2,034.90	\$15,501.29	\$19,936.31	\$155,425.59	\$3,380,063.69
	Nov	\$3,380,063.69	\$17,536.19	\$2,044.23	\$15,491.96	\$21,980.54	\$170,917.55	\$3,378,019.46
	Dec	\$3,378,019.46	\$17,536.19	\$2,053.60	\$15,482.59	\$24,034.14	\$186,400.14	\$3,375,965.86

Year	Beginning Balance	Payment	Principal	Interest	Cumulative Principal	Cumulative Interest	Ending Balance
2021	\$3,375,965.86	\$210,434.28	\$25,389.76	\$185,044.52	\$49,423.90	\$371,444.66	\$3,350,576.10
2022	\$3,350,576.10	\$210,434.28	\$26,822.03	\$183,612.25	\$76,245.93	\$555,056.91	\$3,323,754.07
2023	\$3,323,754.07	\$210,434.28	\$28,335.01	\$182,099.27	\$104,580.94	\$737,156.18	\$3,295,419.06
2024	\$3,295,419.06	\$210,434.28	\$29,933.33	\$180,500.95	\$134,514.26	\$917,657.14	\$3,265,485.74
2025	\$3,265,485.74	\$210,434.28	\$31,621.80	\$178,812.48	\$166,136.06	\$1,096,469.62	\$3,233,863.94
2026	\$3,233,863.94	\$210,434.28	\$33,405.52	\$177,028.76	\$199,541.58	\$1,273,498.38	\$3,200,458.42
2027	\$3,200,458.42	\$210,434.28	\$35,289.85	\$175,144.43	\$234,831.43	\$1,448,642.81	\$3,165,168.57
2028	\$3,165,168.57	\$210,434.28	\$37,280.48	\$173,153.80	\$272,111.91	\$1,621,796.61	\$3,127,888.09
2029	\$3,127,888.09	\$210,434.28	\$39,383.39	\$171,050.89	\$311,495.30	\$1,792,847.50	\$3,088,504.70
2030	\$3,088,504.70	\$210,434.28	\$41,604.92	\$168,829.36	\$353,100.22		\$3,046,899.78
2031	\$3,046,899.78	\$210,434.28	\$43,951.77	\$166,482.51	\$397,051.99		\$3,002,948.01
2032	\$3,002,948.01	\$210,434.28	\$46,430.99	\$164,003.29	\$443,482.98	\$2,292,162.66	\$2,956,517.02
2033	\$2,956,517.02	\$210,434.28	\$49,050.06	\$161,384.22	\$492,533.04	\$2,453,546.88	\$2,907,466.96
2034	\$2,907,466.96	\$210,434.28	\$51,816.87	\$158,617.41	\$544,349.91	\$2,612,164.29	\$2,855,650.09
2035	\$2,855,650.09	\$210,434.28	\$54,739.75	\$155,694.53	\$599,089.67	\$2,767,858.81	\$2,800,910.33
2036	\$2,800,910.33	\$210,434.28	\$57,827.50	\$152,606.78	\$656,917.17	\$2,920,465.59	\$2,743,082.83
2037	\$2,743,082.83	\$210,434.28	\$61,089.43	\$149,344.85	\$718,006.60	\$3,069,810.44	\$2,681,993.40
2038	\$2,681,993.40	\$210,434.28	\$64,535.35	\$145,898.93	\$782,541.95	\$3,215,709.37	\$2,617,458.05
2039	\$2,617,458.05	\$210,434.28	\$68,175.66	\$142,258.62	\$850,717.61	\$3,357,967.99	\$2,549,282.39
2040	\$2,549,282.39	\$210,434.28	\$72,021.30	\$138,412.98	\$922,738.91	\$3,496,380.97	\$2,477,261.09
2041	\$2,477,261.09	\$210,434.28	\$76,083.87	\$134,350.41	\$998,822.77	\$3,630,731.39	\$2,401,177.23
2042	\$2,401,177.23	\$210,434.28	\$80,375.59	\$130,058.69	\$1,079,198.37	\$3,760,790.07	\$2,320,801.63
2043	\$2,320,801.63	\$210,434.28	\$84,909.41	\$125,524.87	\$1,164,107.78	\$3,886,314.94	\$2,235,892.22
2044	\$2,235,892.22	\$210,434.28	\$89,698.97	\$120,735.31	\$1,253,806.74		\$2,146,193.26
2045	\$2,146,193.26	\$210,434.28	\$94,758.69	\$115,675.59	\$1,348,565.44	\$4,122,725.84	\$2,051,434.56
2046	\$2,051,434.56	\$210,434.28	\$100,103.83	\$110,330.45	\$1,448,669.27	\$4,233,056.29	\$1,951,330.73
2047	\$1,951,330.73	\$210,434.28	\$105,750.47		\$1,554,419.74	\$4,337,740.10	\$1,845,580.26
2048	\$1,845,580.26	\$210,434.28	\$111,715.63	\$98,718.65	\$1,666,135.37		\$1,733,864.63
2049	\$1,733,864.63	\$210,434.28	\$118,017.27		\$1,784,152.64		\$1,615,847.36
2050	\$1,615,847.36		\$124,674.37		\$1,908,827.01	\$4,614,635.67	\$1,491,172.99

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Cashibw

Leslie Hinkle

From: Wynstan J. Larsen

Friday, January 14, 2022 1:25 PM

To: 'rdeyoe@realtexdevelopment.com'

Cc: 'robert@ssbuilder.biz'; Wallis W. Meshier; Leslie Hinkle; Kristina Strickland

Subject: Zoning Case #Z22-06 - PUD Requirements for "R-3A"

Good Afternoon,

We received a rezoning request for the property locally addressed as 4001 Old Florence Rd. - Venetian

In accordance with Killeen Code of Ordinances Section 31-256.1(b), Planned unit development required. Rezoning applications requesting zoning under this division shall be subject to the requirements of 31-256.9 of this division, if applicable. That is, when the total acreage of the request alone, or when the total acreage of the request combined with all adjacent areas zoned R-2, R-3, R-3F, and R-3A, and/or areas within a two-thousand feet radius of any of the property seeking to be rezoned, consist of twenty-five (25) acres or more, in accordance with Section 31-256.9(a).

There is approximately <u>51.98 acres</u> of areas zoned multifamily within the 2,000 feet radius of this proposed rezoning. <u>Section 31-256.9(d)</u> states: "If the director of planning and development services determines at any time that a PUD is required, and one was not submitted the applicant shall be informed in writing and they shall either modify their application to include the PUD or withdraw the application and have all associated application fee(s) returned."

Please see City of Killeen Code of Ordinances, Chapter 31, Article V, Division 8 for the Planned Unit Development Regulations.

Please be advised that the applicant will need to adhere to the PUD requirement if they are awarded tax credits.

Please let us know if you have any questions. Thank you.

Sincerely,

Wynstan Larsen

Senior Planner City of Killeen Planning and Development Services Department 200 E Avenue D Killeen, Texas, 76541

Phone: (254) 501-6591

Email: wlarsen@killeentexas.gov

Dedicated Service - Every Day, for Everyone!

AGREMENT	ETMEEN DROKERS
	ETWEEN BROKERS
T THIO PAI DIONE AGICES TO DAY	graph 9B(1) is effective)
fee when the Principal Broker's fee is received. The f	(Cooperating Broker) a
□ \$ or □ 3% of the sales price, or	de to be paid to cooperating broker will be:
3. % of the sales price, or	
□% of the Principal Broker's fee.	8
The title company is authorized and directed to pay (Cooperating Broker from Principal Broker's fee at closing.
I ma Agreement between blokers supersedes any	prior offers and agreements for compensation between
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Seller's attorney:	Buyer's attorney:
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Phone & Fax:	Phone & Fax:
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the title company sends to Seller.	☐ the title company sends to Buyer.
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FECTO	A/ DECEMBER
The title company acknowledges receipt of:	N RECEIPT
A. the contract on this day January 5, 2022	b was we save s
12 3-4	the form of check on January 5, 2022.
Title company: Independence Title	Address: 5900 Shepherd Maurian (v.
7/2 0 1	Mily. 2 Stz. 200 AUSTIN, TX 78730
By:	Phone & Fax: 512-45M - 4500
Assigned file number (GF#): 2200492-60m	E-mail: depharese independence title.com
(5.17)	Lindii production to be before the total



January 6, 2022

RE: Unaddressed Parcel ID 111428, Killeen, TX

To Whom It May Concern:

This is to advise you that the zoning and use of the above-captioned Premises is governed by the laws and regulations of the City of Killeen and the Premises have been zoned R-2 (Two-Family Residential District), B-3 (Local Business District) & B-5 (Business District) under Chapter 31, Article IV, Division 14, of the City of Killeen, Texas Code of Ordinances.

The property is currently under review for a re-zone to the R-3A (Multifamily Apartment Residential District).

The aforesaid zoning permits the use of the Premises for the following purposes:

A building or premises in a district "R-2" (Two-Family Residential District) shall be used only for the following purposes:

- (1) Any use permitted in district "R-1."
- (2) Two-family dwellings.

A building or premises in the district "B-3" local business district shall be used only for the following purposes:

- 1. Any use permitted in the "B-2" district.
- 2. Bakery or confectionery, wholesale.
- 3. Day camp.
- 4. Hospital, nursing home, or assisted living facility.
- 5. Mortuary or funeral chapel excluding cremation services.
- 6. Appliance (household) sales and repair service.
- 7. Bakery or confectionery: engaged in preparation, baking, cooking and selling of products at retail on the premises, with six (6) or less employees.
- 8. Boat and accessory sales, rental and service.
- 9. Bowling alleys.
- 10. Oil/lube station.
- 11. Cleaning, pressing and dyeing: with six (6) or less employees.
- 12. Florist, garden shop, greenhouse or nursery office (retail): no growing of plants, shrubs or trees out-of-doors on premises; no outside display or storage unless behind the required front yard or the actual setback of the principal building, whichever is greater.
- 13. General food products, retail sales, such as supermarkets, butcher shops, dairy stores, seafood sales or health food sales.
- 14. Cafeteria or catering service.
- 15. Marine supplies, sales and service.
- 16. Lodges or fraternal organizations with greater than five thousand (5,000) square feet of leasable space.
- 17. Restaurant or café permitted to offer alcoholic beverages for sale operating under the rules and regulations promulgated by the Texas Alcoholic Beverage Commission, as amended, all of which are adopted hereby and made a part hereof for all purposes. No restaurant will be permitted to dispense any type of alcoholic beverage through any "drive-through" facility or window.
- 18. Tennis or swim club.
- 19. Small animal clinic, pet grooming shop and/or inside kennel and boarding. No cremation or outside kennels.
- 20. Hotel or motel.

- 21. Retail uses and businesses of all sizes to include secondhand goods and antiques with no outside storage or display of second hand goods.
- 22. Gasoline service station, auto laundry or car wash.
- 23. Auto parts sales, new, at retail.
- 24. A customarily incidental use: sale of beer and/or wine only for off-premises consumption only shall be considered a customarily incidental use in this district, but not in any residential district or any more restrictive business district.
- 25. Theaters of general release.
- 26. Mini/self-storage facilities: a building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual compartmentalized and controlled access stalls or lockers for the storage of customer's goods or wares. No outside storage, sales, service, or repair activities, other than the rental of storage units shall be permitted on-premises.
- 27. Storage warehouse with leasable space of less than twenty-five thousand (25,000) square feet.

A building or premises in the district "B-5" business district shall be used only for the following purposes

- (1) Any use permitted in the "B-4" district.
- (2) Building material and lumber sales (outside storage permitted).
- (3) Storage warehouse, greater than twenty-five thousand (25,000) square feet.
- (4) Veterinarian clinic or pet kennel with outside pens.
- (5) Railroad or bus passenger terminal.
- (6) Tire recapping or retreading.
- (7) Impound yards provided no salvaging or dismantling is allowed on the premises and site is properly screened.
- (8) Any commercial use not included in any other district, provided such use does not involve salvaging, manufacturing or industrial type storage or dismantling, and is not noxious or offensive because of odors, dust, noise, fumes or vibrations.
- (9) Mobile home sales.
- (10) Indoor firing range.

For regulations regarding building laws, rules and regulations, please contact the City of Killeen, Building Official at (254) 501-7605. Further research can be accomplished through open records requests (additional charges apply for printed materials) or by visiting the City's website at www.killeentexas.gov. The website includes the City's Code of Ordinances as well a GIS site that will help you obtain property information. If you would like to ascertain whether or not this property has any code violations, please contact the City's Code Enforcement Department at:

City of Killeen Code Enforcement Division

Mailing Address: P. O. Box 1329, Killeen, Texas 76540

Office Number: (254) 501-7601 Fax Number: (254) 634-2484

Please contact my office at (254) 501-7631 if you have any questions about the information that I have provided to you.

Sincerely,

Kristina Strickland

Kristina Strickland Assistant Planner Planning and Development Services Department 200 E. Ave. D, Killeen, Texas 76540 Ph: 254-501-7631

Pn: 254-501-7631 Fax: 254-501-7628







CORPORATE PROFILE

Realtex Development Corporation ("Realtex") is a professional real estate development company with extensive experience and a unique approach to the real estate business. Realtex was formed in early 1998 with a focus on creating premier quality multi-family and high-end luxury properties while providing sound investments for the participants. The principal, Rick J. Deyoe, has extensive experience in seproduct designs secure real estate markets and lecting encompass all of the parameters of true quality developments. These objectives enhance the investor's safety, while providing superiority in affordable and market rate housing across the nation. As every Realtex community is built, a positive impact is instilled on the living and social conditions of the neighborhoods surrounding the property.

Our diverse portfolio of properties is comprised of four strategic business units:

- ► Affordable Housing (including HUD)
- Market Rate Luxury Apartment Homes
- Senior Affordable Housing
- Student & University Housing

Along with conventional financing sources, Realtex utilizes financing structures such as State and Federal Housing Tax Credit (HTC) programs, Tax Exempt Mortgage Backed Revenue Bonds, HOME Investment Partnerships, Community Development Block Grant funds, Neighborhood Stabilization Program funds, USDA loans, Housing Trust Fund programs, and various HUD programs. In addition, Realtex professionals work with other federal, state, and local municipalities for additional grants and subsidies. By aiming and attaining our goals, Realtex is able to create luxury apartment homes with superior amenities for its residents at affordable rental rates. We are proud of the supportive services that we provide for our residents.

Through its systems, procedures, and relationships, the company's vision and leadership provides a distinguished direction and commitment to the development, construction, and management of the utmost quality luxurious multi-family and market rate properties. Our uniquely experienced business practices and dedication for excellence are reflected in every community we develop.





CORPORATE HIGHLIGHTS

- Fully integrated advocate for affordable and market rate housing:
 - Development
 - Construction
 - Property Management
 - Asset Management
- Nationally awarded and recognized company
- Luxury apartment homes with superior amenities at affordable rental rates
- Vast experience with various financing structures
- National relationships with State and Federal Housing agencies, non-profit organizations, and leaders in finance
- Extensive familiarity with income and affordability restrictions
- Firmly established relationships with the nation's largest debt and equity providers for affordable and market rate housing
- Dedicated team of experienced professionals knowledgeable of planning and development guidelines, codes, and rules and regulations
- Affordable communities are esthetically indistinguishable in comparison to our market rate luxury communities
- Principals possess a combined experience of over 70 years in the real estate industry
- Successful experience with sustainable green building
- Genuine care, commitment, and reliability are abound in every community developed



Superior

AWARDS & ACHEIVEMENTS



AHF Top 50 Developers May 2015

13th Top Developer Realtex Development Corporation



AHF Top 50 Developers May 2013

30th Top Developer Realtex Development Corporation



AHF Top 50 Developers May 2012

46th Top Developer Realtex Development Corporation



AHF Top 50 Developers May 2011

47th Top Developer Realtex Development Corporation



Best of Business of Austin 2009

Developers - Residential

Realtex Development Corporation



Special Achievement Award of 2009 Washington Village/RDC

Presented by:



AHF Top 50 Developers May 2007

TALHFA

39th Top Developer Realtex Development Corporation



AHF Top 50 Developers May 2014

12th Top Developer Realtex Development Corporation



GAME CHANGERS 2012

Realtex Development Corporation

> Presented by: CCDMD



2011 AUSTIN AWARDS

Realtex Development Corporation

Presented by: U.S. Commerce Association



AHF Top 50 Developers May 2010

29th Top Developer Realtex Development Corporation



AHF Top 50 Developers May 2009

9th Top Developer Realtex Development Corporation



AHF Top 50 Developers May 2008

27th Top Developer Realtex Development Corporation



Affordable Housing Property of the Year June 23, 2005 Riverside Meadows Realtex Development Corporation

REFERENCES

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President of Congress Banking Center

Prosperity Bank

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512.236.2632 Fax

chip.bray@prosperitybanktx.com

Cynthia Bast

Partner

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Austin, TX 78701

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512.391.4707 Fax

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Senior Vice President, Acquisitions
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Senior Vice President
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nasarch@r4cap.com









Realtex Development



DEVELOPMENT PROFILE

Amid our focus based on sound real estate principles, each market for a proposed Realtex property is scrutinized to ascertain feasibility. Particular attention is fulfilled in relation to the employment, economic, and demographic characteristics in determining the viability and depth of each market. Additionally, our Realtex team reflects on the physical components of each project. Each site is chosen for its prime location and ease of development. Product type is another important factor that our team thoroughly considers. The Realtex team specializes in responding to the varying demands of each market and implementing cost effective designs and market-oriented amenities.

The Realtex development team has vast experience in working with various experts and streamlining the development process with local municipalities. Significant relationships have been built with a nationwide pool of reliable, professional multifamily and market rate consultants, leaders in lending and mortgage banking, and various for-profit and non-profit partners. Our direct and honest relationships with lenders, investors, consultants, and partners have gained Realtex a reputation for integrity and reliability. When you work with Realtex, you work in the midst of a remarkable team and directly with the principals who remain fully accessible throughout the entire process.

For all our communities, Realtex professionals provide assurance that the architecture, building materials, landscaping, and building placement complement the surrounding environment. While conferring with community planners, we personally manage every aspect of construction to ensure that our property is of the highest standards among the industry. Meticulous attention to detail exudes from the ground up, meaning that our completed properties always meet and exceed design specifications. With Realtex, we will surpass your desires and expectations in every property we develop.



Genuine

DEVELOPMENT TRANSACTIONS

PROPERTY NAME	LOCATION	UNITS	COMPLETION DATE	TOTAL DEVELOPMENT COST
TEXAS		BELLEVILLE		Medical Control of the Control of th
The Cosmopolitan	Corpus Christi, TX	165	February 2017	\$23,810,000
Emma Finke Villas	Beeville, TX	76	July 2016	\$6,246,281
Windy Ridge	Austin, TX	120	July 2016	\$15,767,794
Legacy at Southpark	Austin, TX	250	April 2016	\$27,859,990
Estates at Ellington	Houston, TX	72	December 2015	\$10,288,294
Pine Lake Estates	Nacogdoches, TX	100	December 2015	\$9,650,985
Franklin Place Phase 1	Waco, TX	63	May 2014	\$10,107,600
Heartland Village	Sulphur Springs, TX	80	December 2013	\$10,356,897
Amber Stone	Beeville, TX	54	April 2013	\$7,753,200
Timber Village II	Marshall, TX	72	July 2011	\$8,380,427
Horizon Meadows	La Marque, TX	96	April 2011	\$12,468,101
Washington Village	Wichita Falls, TX	96	February 2009	\$10,136,990
Crescent Village II	Elgin, TX	76	March 2008	\$7,823,322
Figueroa	Robstown, TX	44	November 2007	\$3,841,836
Sevilla	Weslaco, TX	80	September 2007	\$6,237,206
Rudy Villarreal Oak Square	Alamo, TX	100	September 2007	\$7,841,642
Sunset Way	Port Arthur, TX	96	July 2007	\$10,542,370
Mesa Vista	Donna, TX	76	July 2007	\$6,518,736
Timber Village	Marshall, TX	76	November 2006	\$7,118,882
Redwood Heights	Houston, TX	96	June 2006	\$8,639,811
Sierra Royale	Robstown, TX	76	November 2005	\$6,292,826
Gatcway Villagc	Beaumont, TX	116	May 2004	\$8,575,600
Woodview Apartments	Wichita Falls, TX	104	April 2004	\$8,621,100
Sendero Ridge	San Antonio, TX	384	May 2003	\$29,900,000
Crescent Village	Elgin, TX	76	May 2003	\$6,580,000
Vistas at Pinnacle Park	Dallas, TX	320	April 2003	\$21,300,000
Oak Arbor Townhomes	Houston, TX	94	April 2003	\$7,850,000
Riverside Meadows	Austin, TX	240	November 2002	\$19,720,000
Woodland Meadows	The Woodlands, TX	248	June 1999	\$17,900,000
MISSISSIPPI				
The Lodge	Pascagoula, MS	209	N/A	\$10,573,678
Village Place	Gulfport, MS	96	June 2010	\$14,055,643
Bay Tower	Pascagoula, MS	75	June 2010	\$7,977,000
Timber Grove	D'Iberville, MS	96	June 2009	\$13,305,760
Estates at Juan De Cuevas	D'Iberville, MS	128	June 2009	\$17,608,915
Baywood Place	Gulfport, MS	72	June 2009	\$10,561,526
Taylor Heights	Pascagoula, MS	144	May 2009	\$18,292,787
Regency Way	Gulfport, MS	120	March 2009	\$16,745,532
Morrison Village	Pascagoula, MS	120	March 2009	\$15,906,714
Highland Springs	Ocean Springs, MS	96	March 2009	\$14,079,820
The Elite Concepts	Itta Bena, MS	216	March 2005	\$14,424,000
FLORIDA				
La Joya Villages	Lake Worth, FL	55	April 2015	\$10,686,000
Campbell Landings	St. Petersburg, FL	96	November 2013	\$17,850,000
TOTAL		5141		\$526,806,369

RICK J. DEYOE

President



President and Founder of Realtex Development Corporation, Rick J. Deyoe has profoundly lead this real estate development company to achieve it's merits of excellence. Realtex is well known for its market rate luxury apartment homes and multi-family communities that offer high-end amenities for its residents and further exude their overall value. Rick has built a sustainable business model that has afforded Realtex yearly expansion and diversification. Realtex has grown into one of the largest and most diverse affordable and market rate housing development firms in the nation. Nationally awarded, Re-

altex properties are admired for their unique character, luxurious livability, and affordable rental rates.

Rick attended both Sam Houston State University and the University of Texas where he attained his Bachelors of Administration Degree in Finance. With over 30 years of real estate experience and having worked every facet of real estate, Rick oversees all aspects of Realtex's fiscal, strategic, organizational, and operational functions. He further strives to develop new opportunities that harness expertise and a unique approach to the various housing markets. During his tenure, Realtex has developed 43 properties valued at more than \$531 million. Based in Austin, Texas Realtex has spearheaded some of the most successful and transformative affordable housing and market rate communities throughout the states of Texas, Mississippi, and Florida. In helping communities grow, Rick is always looking for undeveloped areas in order to determine the future needs and projection of tomorrow's businesses and consumers.

In 2004, Rick paved the way and formed Realtex Construction, LLC to ensure that there was a consistent high standard of construction work completed on all Realtex properties. By performing each property's construction, Realtex has maximum control over each development's budget and schedule. In order to provide superb property management oversight, Rick formed Realtex Housing Management, LLC in 2006. "We look forward to serving our residents with hard work and giving them a commitment to the quality in the services that we provide," - Mr. Deyoe.



TIFFANY CORNELIUS Vice President of Operations



Tiffany Cornelius has been with Realtex for 13 years beginning first with the company in 2007. As Vice President of Operations, Tiffany oversees all of the day to day operations associated with the Realtex office and companies including working directly with the Director of Property Management, Vice President of Construction, and Controller in accounting. She also works closely with the Realtex Development team having previously held the title of Development Coordinator and works hand in hand with the President of the company. Tiffany began her tenure at Realtex during the summer months in 2007 while pursuing her higher educa-

tion. She finally joined the team full-time as the Development Department Administrative Assistant in December of 2012. She earned a Bachelor of Business Administration degree specializing in Marketing from Concordia University Texas. Her responsibilities included handling all of the administrative functions associated with the entire development department. Then in 2015, Tiffany was promoted to the position of Development Coordinator where her role was to coordinate all of the development related activities associated with all the Realtex properties. These task included researching new project development sites, manage underwriting and entire due diligence process for new/current deals, prepare acquisition/offering memorandums for investment opportunities, perform real estate market research and facilitate support for new ventures as well as coordinate efforts related to state and lender requirements including attaining and producing proper documentation for each project as needed. In 2017 Tiffany was promoted to her current position of Vice President where her current tasks include review and approval of all property and Realtex related budgets, accounting oversight, oversight of all office administration duties, review of construction draws for correctness, and management of ongoing development and pre-development activities. Tiffany plays a very integral role with the day to day operations of the Realtex Companies.





RICK DAVENPORT

Controller



Richard began his accounting career in 1980 with a small local accounting firm in Houston, Texas. The firm specialized in auditing Construction Companies which provided an excellent foundation for his future career path. Richard received his Certified Public Accountant (CPA) designation from the State of Texas in 1982. After leaving public accounting in 1985, he entered private industry at the Controllership level for a large, food manufacturing company, where he honed his skills in Administration, Risk Management, Vendor negotiations, Collections, Internal Controls and Transactional Accounting.

In 1988, Richard joined the Dinerstein Companies as Controller of their Property Management Company, Dinerstein Management Co. (DMC). His focus was to bring integrity and consistency to the accounting functions of third party reporting. Within 6 months, the accounting department was receiving praise from third party vendors as to timeliness, accuracy and consistency. In 1989 Richard established a Workers Compensation Program for DMC which quickly created premium refunds in excess of \$2MM over the next two years and reduced annual premiums from \$2.5MM to \$500K. The company rewarded him for his efforts by creating the position of Vice President of Asset Management in 1990 where he continued as Manager of the multifamily portfolio of 30 apartment communities (7,000+ Apartments). Over the next 10 years Richard added approximately \$16MM in value to the portfolio through cost savings programs identified and implemented. In 2000 Richard resigned from The Dinerstein Companies to move to Austin, Texas, where, for the next four (4) years he served as Interim Controller for two Real Estate Development companies, in transition, before joining Realtex Development Corporation in 2005 as Controller. Over the next ten (10) years he oversaw all accounting functions as the company added Realtex Construction, LLC and Realtex Housing Management, LLC and the company grew from \$2MM to \$100MM in annual revenues and from a staff of 5 to over 150 in 2015. Richard's duties included transitioning the company from Quick Books to Timberline Software in preparation of including construction and property management entities, year-end oversight for all property, property management, construction and corporate audits, administration of 7 accounting staff, timeliness and accuracy of all managed property accounting reports and financial preparation for Construction, Property Management and Corporate entities, and to work with lenders to close permanent loans on new properties recently constructed. Richard retired, as CFO, in 2015, but, recently, came out of retirement in mid-2018 to reassume the role of Controller.







Realtex Construction



CONSTRUCTION PROFILE

For over 15 years Realtex Construction, LLC has provided construction services for all properties developed by Realtex Development Corporation. Realtex Construction, LLC is led by an executive committee that includes: Rick Deyoe, President; Rick Davenport, Controller; and Tiffany Cornelius, Vice President of Operations. Our dedicated Realtex team has successfully completed construction on over 3,500 apartment units among 40 properties within 5 states.

Our belief in working sensitively with municipalities that want to retain a link to the past while building for the future has commanded our team to successfully completed developments and recurring business among various communities. Based upon history, it is widely known that our completion schedules meet or exceed time forecasts, adhere to the necessary budget, and be of the highest quality. Our success stems from integral personal attention to detail throughout every facet of the planning stage followed through to the final stage of completion.

As with Realtex Development Corporation, its parent company, Realtex Construction understands that it is superior performance coincided with an excellent reputation that instills confidence among members in our communities. Realtex Construction is proud to be able to offer their clients its valuable array of experience and a devoted team of professionals ea-

ger to attain the desired outcome of their developments. Allow our experience be the foundation for your future community developments.



Current Construction Licenses and Areas of Operation











COMPLETED CONSTRUCTION

PROPERTY NAME	LOCATION	<u>UNITS</u>	CONSTRUCTION COMMENCEMENT	CONSTRUCTION COMPLETION
TEXAS				
Emma Finke	Beeville, TX	76	January 2015	July 2016
Windy Ridge	Austin, TX	120	October 2014	July 2016
Legacy at Southpark	Austin, TX	250	April 2014	April 2016
Bella Terra	Brownsville, TX	80	January 2015	December 2015
Estates at Ellington	Houston, TX	72	May 2014	December 2015
Pine Lake Estates	Nacogdoches, TX	100	June 2014	December 2015
Oak Ridge	Nolanville, TX	48	July 2014	June 2015
Highland Villas	Bryan, TX	180	November 2013	November 2014
Franklin Place Phase 1	Waco, TX	63	November 2012	May 2014
Heartland Village	Sulphur Springs, TX	80	November 2012	December 2013
Amber Stone	Beeville, TX	54	March 2012	April 2013
Timber Village II	Marshall, TX	72	October 2010	July 2011
Horizon Meadows	La Marque, TX	96	June 2010	April 2011
Washington Village	Wichita Falls, TX	96	February 2008	February 2009
Crescent Village II	Elgin, TX	76	November 2006	March 2008
Figueroa	Robstown, TX	44	April 2006	November 2007
Sevilla	Weslaco, TX	80	May 2006	September 2007
Rudy Villarreal Oak Square	Alamo, TX	100	November 2006	September 2007
Sunset Way	Port Arthur, TX	96	September 2006	July 2007
Mesa Vista	Donna, TX	76	June 2006	July 2007
Timber Village	Marshall, TX	76	March 2006	November 2006
Redwood Heights	Houston, TX	96	June 2005	June 2006
Sierra Royale	Robstown, TX	76	December 2004	November 2005
Gateway Village	Beaumont, TX	116	July 2003	May 2004
Woodview Apartments	Wichita Falls, TX	104	June 2003	April 2004
Crescent Village	Elgin, TX	76	June 2002	May 2003
Oak Arbor Townhomes	Houston, TX	94	May 2002	April 2003
TOTAL FOR TEXAS PROP- ERTIES		2497		



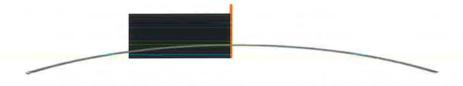
COMPLETED CONSTRUCTION CONTINUED

PROPERTY NAME	LOCATION	<u>UNITS</u>	CONSTRUCTION COMMENCEMENT	CONSTRUCTION COMPLETION
MISSISSIPPI				
Oscar Giles Housing	Indianola, MS	28	March 2011	October 2011
Village Place	Gulfport, MS	96	September 2009	June 2010
Bay Tower	Pascagoula, TS	76	August 2009	June 2010
Timber Grove	D'Iberville, MS	96	February 2008	June 2009
Estates at Juan De Cuevas	Pascagoula, MS	128	February 2008	June 2009
Baywood Place	Gulfport, MS	72	April 2008	June 2009
Taylor Heights	Pascagoula, MS	128	October 2007	May 2009
Regency Way	Gulfport, MS	120	February 2008	March 2009
Morrison Village	Pascagoula, MS	120	November 2007	March 2009
Highland Springs	Ocean Springs, MS	96	January 2007	March 2009
FLORIDA				
La Joya Villages	Lake Worth, FL	55	December 2013	April 2015
ALABAMA				
Hickory Ridge	Birmingham, AL	22	March 2011	June 2012
GRAND TOTAL OF ALL UNITS		3534		

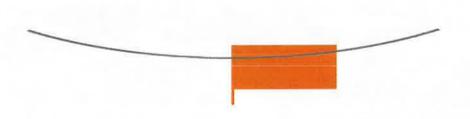








Realtex Management



MANAGEMENT PROFILE

For over 20 years, Realtex Development Corporation has met the diverse needs of developing over 5,100 quality affordable and luxury apartment homes throughout the states of Texas, Mississippi, and Florida. In the process, it has also provided comprehensive asset and property management oversight services through its affiliate entity, Realtex Management, LLC ("RHM"). Realtex Management, LLC is led by Alma Cobb, Director of Property Management.

RHM's primary responsibility is to supervise and provide direct oversight of asset and property management operations with focus on investment analysis and protections, on-site management, marketing, maintenance, compliance, financial accounting, resident relations, and retention. RHM balances professional management with unmatched levels of providing quality customer service to ensure complete resident satisfaction. Our team of highly trained professionals is committed to delivering custom-tailored management services to support property values while enhancing the lifestyles of our residents. The companies of Realtex Development have the knowledge, experience, and expertise to provide full-service asset and property management services for the unique needs of our communities.

In addition to providing superb property management oversight and resident services, RHM has established relationships with various community-based organizations, merchants, trades, and suppliers for the painting, lawn care, landscape, pest control, irrigation, maintenance, tree trimming, mechanical, air conditioning, electrical, and plumbing services for all Realtex communities. In fact, one of the unique benefits offered by Realtex Management, LLC is that our residents can count on continuity and accountability in their on-site management and maintenance needs. RHM oversees 3,000 residential units among 32 market rate and multi-family communities and has the experience and resources to deliver exceptional management service to its residents.





PROPERTIES UNDER MANAGEMENT

PROPERTY NAME	PROPERTY NAME LOCATION					
TEXAS						
Emma Finke Villas	Beeville, TX	76				
Franklin Place	Waco, TX	63				
Heartland Village	Sulphur Springs, TX	80				
Horizon Meadows	La Marque, TX	96				
Pine Lake Estates	Nacogdoches, TX	100				
Sierra Royale Apartments	Robstown, TX	76				
Sunset Way	Port Arthur, TX	96				
MISSISSIPPI						
Bay Tower	Pascagoula, MS	76				
The Lodge	Pascagoula, MS	209				
TOTAL UNITS		816				



ALMA COBB Director of Property Management



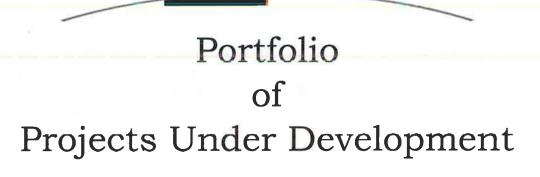
Alma Cobb joined Realtex Housing Management in 2017 as the Director of Property Management. She has nearly 20 years of experience in the multifamily development and property management industry. She is responsible for overseeing the property management operations of the company's portfolio. She leads the day-to-day management operations and has successfully attained the company's operational and financial goals while reinforcing the company's customer service culture.

Alma holds a BA degree from the University of Texas A&M International, as well as bachelor's degree in Marketing.

She has developed and maintains a strong relationship with general partners, syndicators, and lending institutions regarding strategies and specific asset management plans for increasing the value of investments. Her leadership of solid negotiating, interpersonal, training and communication skills have been the main liaison with the affordable housing.







UNDER DEVELOPMENT



SIERRA ROYALE APARTMENTS Robstown, TX

Affordable Development— Complete Rehab

76 Units

THE VILLAS AT CEDAR GROVE Lufkin, TX

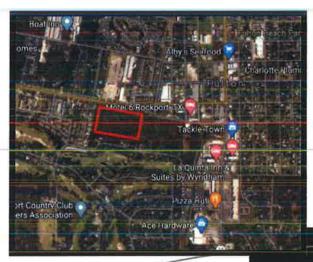
Affordable Development— New Construction

68 Units





UNDER DEVELOPMENT



GULF SHORE VILLAS Rockport, TX

Affordable Development— New Construction

56 Units

THE ESTATES AT PINE MEADOWS Conroe, TX

Supportive Housing— New Construction

168 Units





UNDER DEVELOPMENT



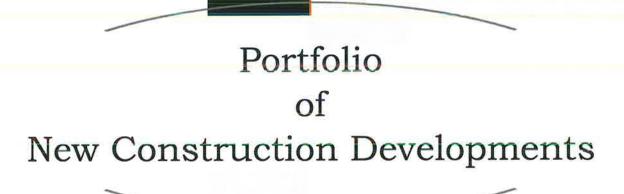
THE ENCHANTED GARDENS Victoria, TX

Supportive Housing— New Construction

168 Units







THE COSMOPOLITAN Corpus Christi, TX





Family Development 165 Units

1-bedroom: 123 • 2-bedroom: 42

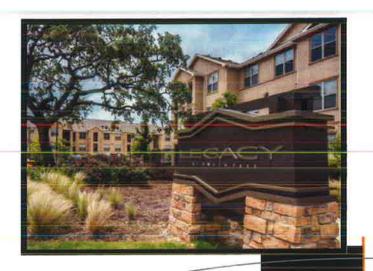


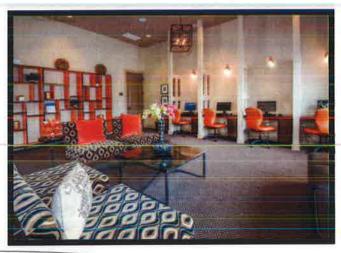




Development Cost \$23,810,000

LEGACY AT SOUTHPARK Austin, TX





Family Development 250 Units

1-bedroom: 166 • 2-bedroom: 54 • 3-bedroom: 30







Development Cost \$27,859,990

WINDY RIDGE APARTMENTS Austin, TX





Family Development 120 Units

1-bedroom: 24 • 2-bedroom: 64 • 3-bedroom: 32







Development Cost \$15,767,794

ESTATES AT ELLINGTON

Houston, TX





Family Development 72 Units

1-bedroom: 12 • 2-bedroom: 36 • 3-bedroom: 24







Development Cost \$10,288,294

CAMPBELL LANDINGS

St. Petersburg, FL





Seniors Development 96 Units

1-bedroom: 49 • 2-bedroom: 47



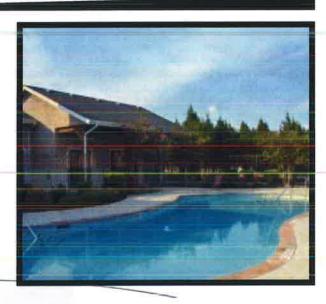




Development Cost \$17,850,000

CRESENT VILLAGE I & II Elgin, TX

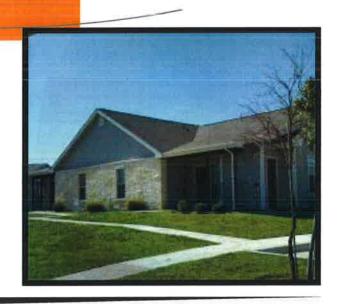




Family and Seniors Development 152 Units

1-bedroom: 40 • 2-bedroom: 64 • 3-bedroom: 48







Development Cost Phase 1 • \$6,580,000 Phase 2 • \$7,823,322

ESTATES AT ELLINGTON

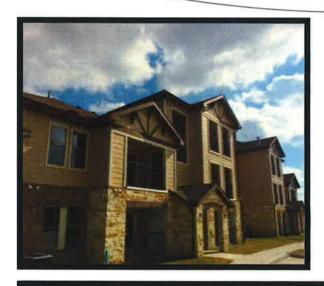
Houston, TX





Family Development 72 Units

1-bedroom: 12 • 2-bedroom: 36 • 3-bedroom: 24

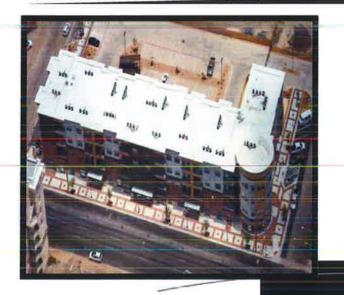




Development Cost \$10,288,294

FRANKLIN PLACE

Waco, TX





Luxury Development 63 Units

1-bedroom: 48 • 2-bedroom: 15







Development Cost \$10,107,600

GATEWAY VILLAGE

Beaumont, TX

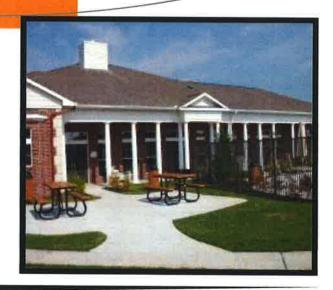




Seniors Development 116 Units

1-bedroom: 68 • 2-bedroom: 48







Development Cost \$8,575,600

HEARTLAND VILLAGE

Sulphur Springs, TX





Family Development 80 Units

1-bedroom: 8 • 2-bedroom: 40 • 3-bedroom: 32







Development Cost \$10,356,897

HIGHLAND SPRINGS

Ocean Springs, MS

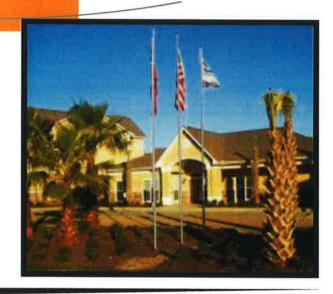




Family and Seniors Development 96 Units

1-bedroom: 12 • 2-bedroom: 48 • 3-bedroom: 36







Development Cost \$14,079,820

HORIZON MEADOWS

La Marque, TX





Family Development 96 Units

1-bedroom: 12 • 2-bedroom: 48 • 3-bedroom: 36







Development Cost \$12,468,101

LA JOYA VILLAGES Lake Worth, FL





Family Development 55 Units

2-bedroom: 48 • 3-bedroom: 26



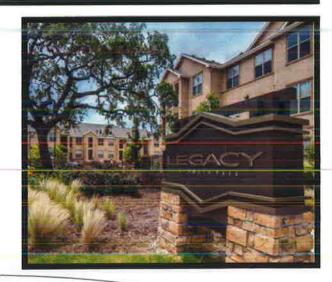




Development Cost \$10,686,000

LEGACY AT SOUTHPARK Austin, TX





Family Development 250 Units

1-bedroom: 166 • 2-bedroom: 54 • 3-bedroom: 30





Development Cost \$27,859,990

MESA VISTA Donna, TX





Family Development 76 Units

1-bedroom: 20 • 2-bedroom: 32 • 3-bedroom: 24







Development Cost \$6,518,736

OAK ARBOR TOWNHOMES

Houston, TX





Family Development 94 Units

1-bedroom: 22 • 2-bedroom: 40 • 3-bedroom: 32







Development Cost \$7,850,000

REDWOOD HEIGHTS

Houston, TX





Family and Seniors Development 96 Units

1-bedroom: 24 • 2-bedroom: 40 • 3-bedroom: 32







Development Cost \$8,639,844

RIVERSIDE MEADOWS

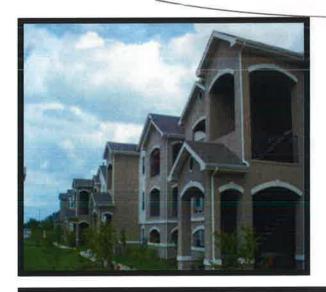
Austin, TX

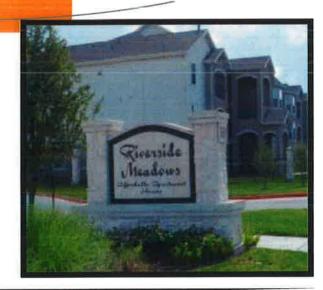




Family and Seniors Development 240 Units

1-bedroom: 60 • 2-bedroom: 120 • 3-bedroom: 60







Development Cost \$19,720,000

SENDERO RIDGE

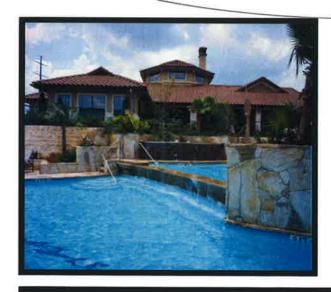
San Antonio, TX

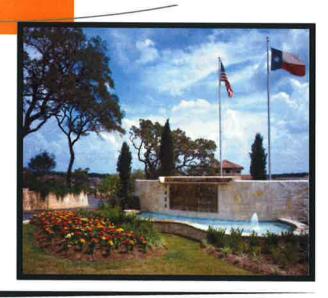




Family and Seniors Development 384 Units

1-bedroom: 188 • 2-bedroom: 148 • 3-bedroom: 48







Development Cost \$29,900,000

SIERRA ROYALE

Robstown, TX





Family Development 76 Units

1-bedroom: 16 • 2-bedroom: 34 • 3-bedroom: 26







Development Cost \$6,292,826

SUNSET WAY

Port Arthur, TX





Family and Seniors Development 96 Units

1-bedroom: 24 • 2-bedroom: 40 • 3-bedroom: 32







Development Cost \$10,542,370

TIMBER GROVE

D'Iberville, MS





Family and Seniors Development 96 Units

1-bedroom: 12 • 2-bedroom: 48 • 3-bedroom: 36







Development Cost \$13,305,760

TIMBER VILLAGE

Marshall, TX

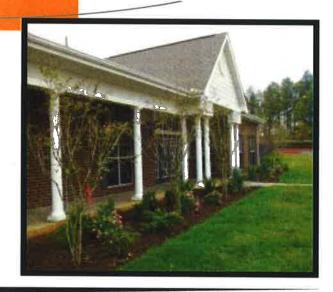




Family Development 76 Units

1-bedroom: 16 • 2-bedroom: 34 • 3-bedroom: 26







Development Cost \$7,118,882

TIMBER VILLAGE II

Marshall, TX





Family Development 72 Units

1-bedroom: 12 • 2-bedroom: 36 • 3-bedroom: 24







Development Cost \$8,380,427

WASHINGTON VILLAGE

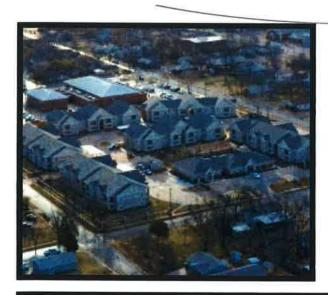
Wichita Falls, TX





Family and Seniors Development 96 Units

1-bedroom: 24 • 2-bedroom: 40 • 3-bedroom: 32







Development Cost \$10,136,990

WINDY RIDGE APARTMENTS Austin, TX

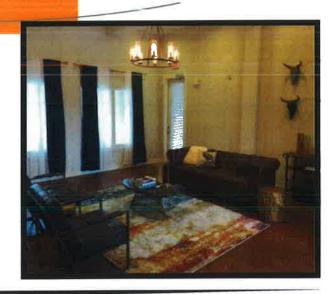




Family Development 120 Units

1-bedroom: 24 • 2-bedroom: 64 • 3-bedroom: 32





Development Cost \$15,767,794

WOODVIEW

Wichita Falls, TX





Family Development 104 Units

2-bedroom: 72 • 3-bedroom: 32







Development Cost \$8,621,100

VILLAGE PLACE Gulfport, MS

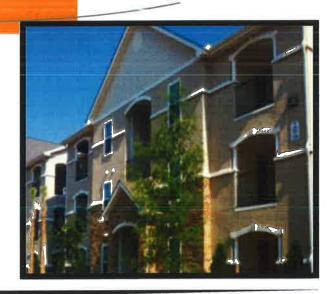




Family and Seniors Development 96 Units

1-bedroom: 12 • 2-bedroom: 48 • 3-bedroom: 36

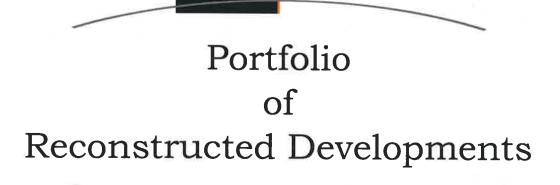






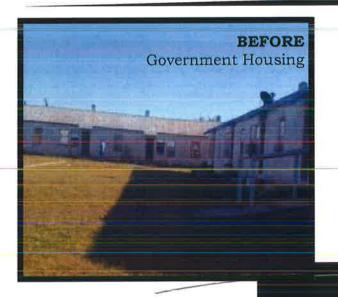
Development Cost \$14,055,643





AMBER STONE

Beeville, TX

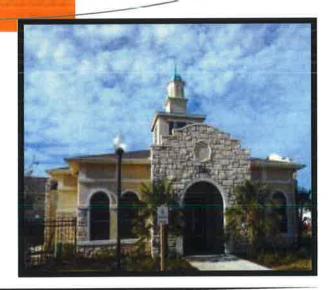




Family Development 54 Units

1-bedroom: 8 • 2-bedroom: 26 • 3-bedroom: 20



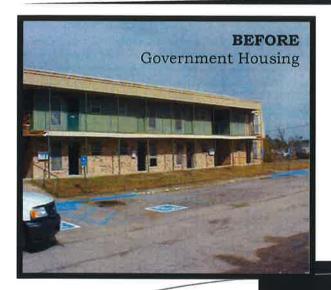


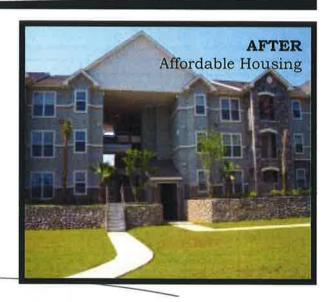


Development Cost \$7,753,200

BAYWOOD PLACE

Gulfport, MS





Seniors Development 72 Units

1-bedroom: 24 • 2-bedroom: 48







Development Cost \$10,561,526

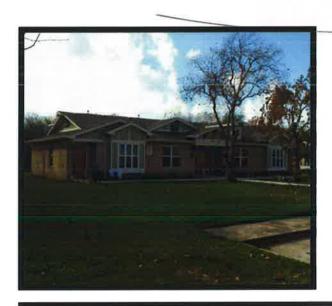
EMMA FINKE VILLAS Beeville, TX

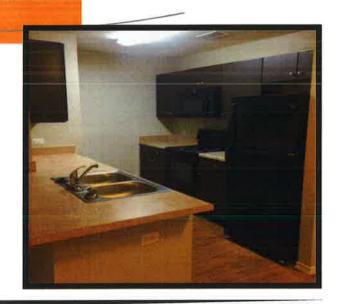




Seniors Development 76 Units

1-bedroom: 24 • 2-bedroom: 48





Development Cost \$10,325,595

ESTATES AT JUAN DE CUEVAS

D'Iberville, MS





Family and Seniors Development 128 Units

1-bedroom: 24 • 2-bedroom: 64 • 3-bedroom: 40



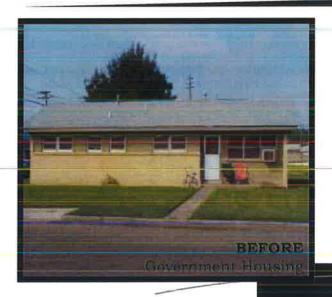


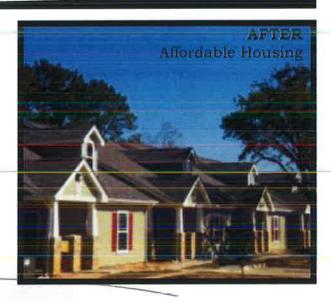


Development Cost \$17,608,915

MORRISON VILLAGE

Pascagoula, MS





Seniors Development 120 Units

1-bedroom: 48 • 2-bedroom: 72







Development Cost \$15,906,714

PINE LAKE ESTATES

Nacogdoches, TX





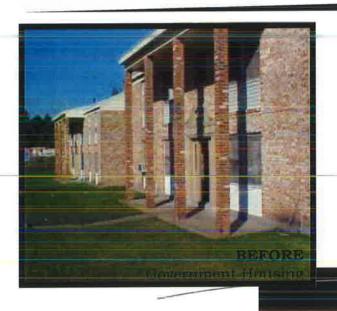
Seniors Development 100 Units 1-bedroom: 100





Development Cost \$10,479,219

REGENCY WAY Gulfport, MS

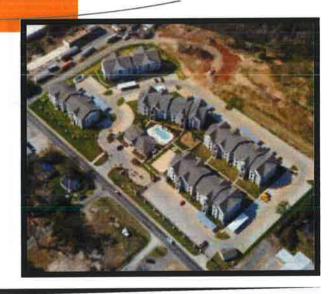




Family and Seniors Development 120 Units

1-bedroom: 12 • 2-bedroom: 72 • 3-bedroom: 36







Development Cost \$16,745,532

RUDY VILLARREAL OAK SQUARE

Alamo, TX





Family and Seniors Development 100 Units

1-bedroom: 22 • 2-bedroom: 44 • 3-bedroom: 34

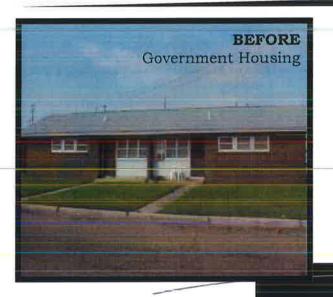


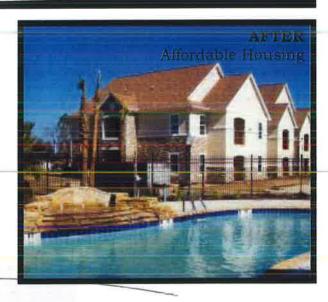




TAYLOR HEIGHTS

Pascagoula, MS

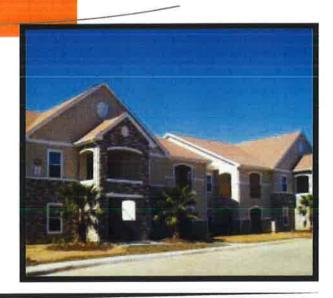




Family and Seniors Development 128 Units

1-bedroom: 24 • 2-bedroom: 72 • 3-bedroom: 48







Development Cost \$18,292,787

Realte Development Corporation





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