



City of Austin, Texas


Rental Housing Development Assistance Application

May 2022

Cady Lofts

1004 - 1008 E 39th St.



APPLICATION CHECKLIST/ INFORMATION FORM				
DEVELOPER : SGI Ventures, Inc. & Austin Affordable Ho			OWNER/BORROWER NAME : Cady Lofts, LLC	
DEVELOPMENT NAME : Cady Lofts			FUNDING CYCLE DEADLINE : May 6, 2022	
FEDERAL TAX ID NO:			DUNS NO:	
PROJECT ADDRESS: 1004-1008 E 39th St.			PROGRAM : RHDA	
CONTACT NAME : Sally Gaskin			AMOUNT REQUESTED: \$5 million +75 housing choice vouchers	
CONTACT ADDRESS AND PHONE : Sally@SGIVentures.net; (713) 882-3233				
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		5.f.	SHPQ	N/A
The applicant/developer certifies that the data included in this application and the exhibits attached hereto are true and correct.				
<i>Unsigned/undated submissions will not be considered.</i>				
SIGNATURE OF APPLICANT			DATE AND TIME STAMP OF RECEIPT	
 PRINTED NAME Sally Gaskin TITLE OF APPLICANT May 4, 2022 DATE OF SUBMISSION				



Rental Housing Development Assistance Application

Cady Lofts



Executive Summary & Project Proposal

5501-A Balcones Dr. #302
Austin, TX 78704



Project Narrative

Cady Lofts is a proposed supportive housing community to be located at 1004-1008 E 39th St. This ± 0.74-acre multifamily development will consist of 100 units, of which 100% will be targeted for supportive housing. Austin Affordable Housing Corporation (AAHC), the nonprofit affiliate of HACA, is the general partner and co-developer in this project. SGI Ventures is a co-developer on this project. Saigebrook Development and O-SDA Industries will serve as development consultants, and New Hope Housing will serve as a supportive housing coordinator and management consultant.

Cady Lofts is requesting \$5 million in RDHA funding which will go toward land acquisition, pre-development costs, and construction. Cady Lofts is also requesting 75 housing choice vouchers from the City of Austin. The \$5 million RDHA loan and 75 housing choice vouchers will eliminate all but a nominal \$100,000 in debt and position Cady Lofts for long term success by providing housing choice vouchers for 100% of the units.

It is well documented in the PSH development and investor community that any and all operating income is required to support the high level of services required to successfully serve this vulnerable population. The model of no debt and 100% vouchers is strongly supported by New Hope Housing's portfolio and ownership and management of 900+ PSH units in Houston. Additionally, potential investors in this community including NEF will require zero or nominal debt and 100% vouchers as a requirement of investment in the property.

Once the tax credit award is received, Cady Lofts will submit applications for additional HACA PBV vouchers and a FHLB AHP grant as soon as those RFP cycles open. If additional grant funds and/or vouchers are awarded before partnership closing, a request will be submitted for a reduction of the RDHA loan amount and/or voucher award.

The proposed development will consist of 100 single-room occupancy units, primarily serving individuals with incomes at or below 30% of area median income (AMI), as well as individuals with incomes between 30% and 60% of AMI. This site is currently zoned SF-3-CO-NP and LO-MU-CO-NP. The portion of the site zoned LO-MU-CO-NP will not require a rezone to allow for the intended use. The portion of the site zoned SF-3-CO-NP may require a rezone to achieve the required density for this project. The potential rezoning of this project is currently under discussion with the Hancock Neighborhood Association. This project will utilize Affordability Unlocked.

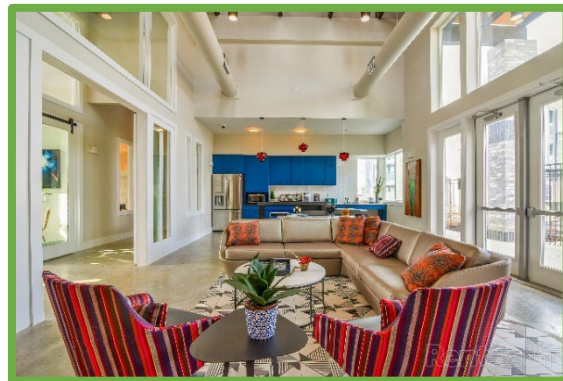
We feel this project is particularly important for the City of Austin, as it will provide a substantial number of much-needed supportive housing units. The site's proximity to many amenities, as well as falling along the Airport Blvd Imagine Austin Transit Corridor makes this a perfect location for supportive housing. Residents will be near a high concentration of services at St. David's Medical Center, and have walkable access to high frequency transit, and proximity to HEB, the Hancock Center, and Mueller retail. New Hope Housing's model of single-room occupancy units coupled with strong and layered onsite support services means that Cady Lofts will be able to offer 100 individuals sustainable housing, who might otherwise be unhoused. This project furthers the City's goals of solving the problem of homelessness and creating 3,000 PSH housing units.



This site also scores particularly well under the 2022 QAP for the 9% LIHTC program, due to its commitment to dedicate 100% of the development to supportive housing. Addition it will qualify for maximum dispersion points as there have been no tax credit developments built in the census tract in the past 20 years. The tract is thus considered underserved according to the 2022 Texas QAP. These factors, coupled with its location close to so many jobs, and a revitalization plan in the form of the Central Austin combined Neighborhood Plan, leads this site to be one of the top scoring sites in the 2022 housing tax credit cycle.

This site meets several of the City of Austin's 2022 preference criteria:

- The site is in a high opportunity census tract.
- The site is within one half mile of the Airport Blvd Imagine Austin Activity Corridor, the Airport Blvd Mobility Bond Corridor, and the Downtown Imagine Austin Activity Center.
- Site is within one half mile of several high-frequency transit stops.
- Site has Healthy Food Access.
- 100% of the units in the development are dedicated to Continuum of Care.



Fitness center and community kitchen at O-SDA developed **Stillhouse Flats**, Harker Heights, TX

Unit and Development Amenities

Unit amenities will include high efficiency appliances and lighting, ~~a dishwasher~~, hard surface countertops in kitchen and bathrooms, and resilient hard surface flooring. All units will be fully furnished and include all utilities paid.

Community amenities will include an on-site leasing center, ~~fitness center~~, library, cyber lounge community multipurpose room, outdoor courtyard, offices and meeting rooms for supportive services coordinators and health professionals. The site will include a 24-hour monitored entrance desk with a single point of entry and exit.

Accessibility

To the best of our knowledge and ability, all of the development team's developments comply with the Equal Opportunity Housing regulations as well as Fair Housing, ADA and UFAS standards. This development will be designed to meet or exceed the accessibility requirements of the Federal Fair Housing



Act as implemented by HUD. All common spaces will be designed to allow for accessibility to persons with limited mobility. Additionally, a minimum of 10% of all units, and 100% of the community amenity space will be designed and constructed to allow for accessibility to persons with limited mobility. An additional 2% of the units will be also designed for hearing and visual disabilities. All units will be fully adaptable and elevator served.

ADA features for the units will include but are not limited to:

- All passage doors to be 36" wide
- Knee space in both bathrooms (if applicable) for wheelchair access
- Under counter knee space in kitchen for wheelchair access
- 34" height countertop in bathroom and kitchen work area
- All individual rooms are made fully accessible by providing adequate turn radius
- Fully accessible bathtub/shower combination
- Strobe light alarms and doorbells for HV units
- Temperature controlled water valves
- Accessible light switches and outlets

An accessible route will connect the accessible parking spaces to the accessible and adaptable units or elevator, as well as the common areas of the development. As a further measure to ensure compliance, the development team retains an Accessibility and Compliance Consultant to provide plan review and inspection services for compliance with the Texas Accessibility Standards (TAS), the Uniform Federal Accessibility Standards (UFAS), Fair Housing Act (FHA), and the International Building Code (IBC) Chapter 11.

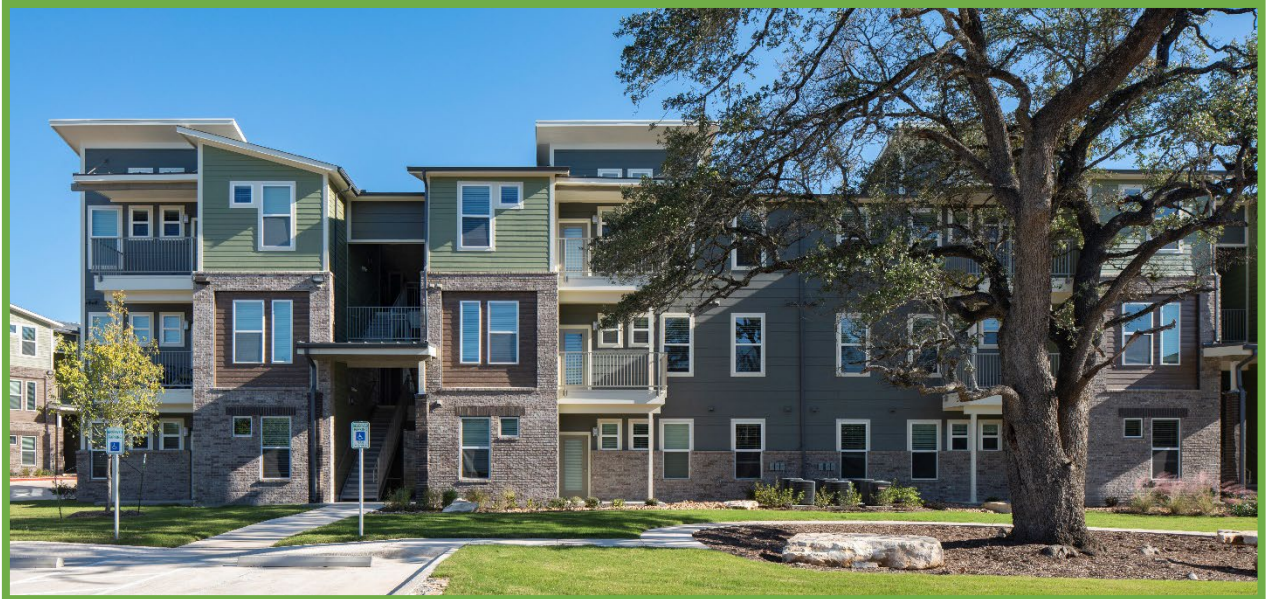


Unit interiors at Saigebrook and O-SDA developed **Canova Palms**, Irving, TX



Green Building

Even before the current emphasis on green methods and their employment in affordable housing, the development team promoted energy and natural resource conservation in all their communities. These efforts have had a significant positive impact in the cost of operations, and the out-of-pocket costs to our residents. The development team will commit to meeting Austin Energy Green Building standards.



Saigebrook and O-SDA developed **Kaia Pointe**, Georgetown, TX

5501-A Balcones Dr. #302
Austin, TX 78731



Local public art

Our team recognizes the importance of art education, reflecting our priority to grow and invest in Austin's creative economy. In each one of our communities, we commission a local artist to create an original sculpture, mosaic, or other form of artwork. Our continued commitment to local public art aims to create a sense of place and community at each property. Often local children are provided the opportunity to participate in the artist's creation, thereby creating a sense of pride and achievement within their neighborhood.



At **The Abali** in Austin, we worked with seven local women artists to create unique murals in our parking bays. These colorful murals welcome residents home as they enter the building, and reflect each of our artists' unique take on the prompt of 'an Austin for everyone'. Artists (clockwise from top right): Phoebe Joynt, Alannah Tiller, Catie Lewis.



Successful Development Examples

Currently in the Austin area, the development team has four multifamily mixed-income developments completed, and three multifamily mixed-income developments under construction. These communities are in Travis Heights, Hillcrest, Delwood 2, East Riverside, Wells Branch, Northwest Austin, and Georgetown.



Aria Grand

1800 S IH 35 SR, Austin, Texas 78745. Opened December 2019, 99% leased. Construction began September 2018.

70-unit new construction family mixed-income development. Financed using 9% LIHTC tax credits and City of Austin General Obligation (GO) Bond. 30%, 50%, and 60% AMI. This is a 1.42 acre site, containing two buildings, totaling 82,173 square feet of gross floor area. Development budget was \$16,800,000.



La Madrid Apartments

11320 Manchaca Road, Austin Texas 78748. Opened October 2018, 99% leased. Construction began October 2016. NGBS Gold Certified.

95-unit new construction family mixed-income development. Financed using 9% LIHTC tax credits and City of Austin GO Bond. 30%, 50%, and 60% AMI. This is a 6.02 acre site, containing nine buildings, totaling 118,132 square feet of gross floor area. Development budget was \$20,400,000.



Kaia Pointe

104 Bettie Mae Way,
Georgetown Texas 78633.
Opened December 2018, 95%
leased. Construction began
September 2017.

102-unit new construction
family mixed-income
development. Financed using
9% LIHTC tax credits. 30%, 50%,
and 60% AMI. This is a 5.05 acre
site, containing six buildings,
totaling 113,877 square feet of
gross floor area. Development
budget was \$18,800,000.



Art at Bratton's Edge

15405 Long Vista Dr, Austin
Texas 78728. Opened
December 2016, 100% leased.
Construction began July 2015.
NGBS Green Certified.

78-unit new construction family
mixed-income development.
Financed using 9% LIHTC tax
credits. 30%, 50%, and 80%
AMI. This is a 5.05 acre site,
containing four buildings,
totaling 84,026 square feet of
gross floor area. Development
budget was \$14,300,000.



The Abali

4603 - 4611 N IH 35, Austin, Texas 78722. Opened October 2021, 100% leased. Construction began 2020.

56-unit new construction family mixed-income development. Financed using 9% LIHTC tax credits. 30%, 50%, and 60% AMI. This is a 0.92-acre site, containing one building, totaling 58,880 square feet of gross floor area. Development budget was \$14,600,000.



Vi Collina

2401 E Oltorf St, Austin, Texas 78741. Construction began 2020.

170-unit new construction family mixed-income development. Financed using 4% LIHTC tax credits. 30%, 50%, 60%, and 80% AMI. This is a 4.59-acre site, containing one building, totaling 180,147 square feet of gross floor area. Development budget was \$37,600,000.



Saison North (Pre-development)
100101 N Capital of Texas Highway, Austin, Texas 78759. Construction to begin March 2022.

116-unit new construction family mixed-income development. Financed using 9% LIHTC tax credits. 30%, 50%, and 60% AMI. This is a 1.7-acre site, which will contain one building. Development budget is \$32,500,000.



June West (Pre-development)
1200 W Koenig Ln, Austin, Texas 78756. Construction to begin June 2022.

80-unit new construction family mixed-income development. Financed using 9% LIHTC tax credits. 30%, 50%, 60%, and 80% AMI. This is a 1.1-acre site, which will contain one building. Development budget is \$20,300,000.



Contact Information

Development name: **Cady Lofts**
Development location: 1004-1008 E 39th St., Austin TX 78751

Developers: **SGI Ventures**
5501-A Balcones Dr. #302
Austin, Texas 78731

Austin Affordable Housing Corporation
1124 S. IH-35 Austin, TX 78704

Consultants: **O-SDA Industries**
5501-A Balcones Dr. #302
Austin, Texas 78731

Saigebrook Development
220 Adams Dr., Ste 280, PMB # 138
Weatherford, TX 76086

New Hope Housing
3315 Harrisburg Boulevard, Suite 400
Houston, Texas 77003

Primary Contacts: **Sally Gaskin**
Sally@SGIVentures.net
713-882-3233



Rental Housing Development Assistance Application

Cady Lofts



Project Summary Form

5501-A Balcones Dr. #302
Austin, TX 78704

Project Summary Form

1) Project Name Cady Lofts	2) Project Type 100% Affordable	3) New Construction or Rehabilitation New Construction
4) Address(s) or Location Description 1004-1008 E 39th St		5) Mobility Bond Corridor Airport Blvd
6) Census Tract 3.02	7) Council District District 9	8) Elementary School LEE EL
9) Affordability Period 45 years		
10) Type of Structure Multi-family	11) Occupied? No	12) How will funds be used? Construction

13) Summary of Rental Units by MFI Level

Income Level	Efficiency	One Bedroom	Two Bedroom	Three Bedroom	Four (+) Bedroom	Total
Up to 20% MFI	0	0	0	0	0	0
Up to 30% MFI	20	0	0	0	0	20
Up to 40% MFI	0	0	0	0	0	0
Up to 50% MFI	60	0	0	0	0	60
Up to 60% MFI	20	0	0	0	0	20
Up to 80% MFI	0	0	0	0	0	0
Up to 120% MFI	0	0	0	0	0	0
No Restrictions	0	0	0	0	0	0
Total Units	100	0	0	0	0	100

14) Summary of Units for Sale at MFI Level

Income Level	Efficiency	One	Two	Three	Four (+)	Total
Up to 60% MFI	0	0	0	0	0	0
Up to 80% MFI	0	0	0	0	0	0
Up to 120% MFI	0	0	0	0	0	0
No Restrictions	0	0	0	0	0	0
Total Units	0	0	0	0	0	0

15) Initiatives and Priorities (of the Affordable Units)

Initiative	# of Units	Initiative	# of Units
Accessible Units for Mobility Impairments	10	Continuum of Care Units	100
Accessible Units for Sensory Impairments	2		

Use the City of Austin GIS Map to Answer the questions below

- 16) Is the property within 1/2 mile of an Imagine Austin Center or Corridor?
- 17) Is the property within 1/4 mile of a High-Frequency Transit Stop?
- 18) Is the property within 3/4 mile of Transit Service?
- 19) The property has Healthy Food Access?

20) Estimated Sources and Uses of funds

Sources	
Debt	100,000
Equity	14,665,351
Grant	300,000
Other	-
Deferred Developer Fee (not applicable for OHDA)	808,549
Previous AHFC Funding	-
Current AHFC Request	5,000,000

Uses	
Acquisition	2,875,000
Off-Site	385,000
Site Work	1,877,500
Sit Amenities	465,000
Building Costs	6,516,667
Contractor Fees	1,280,183
Soft Costs	4,133,520
Financing	1,716,908
Developer Fees	1,624,122

Total \$ 20,873,900

Total \$ 20,873,900



Rental Housing Development Assistance Application

Cady Lofts

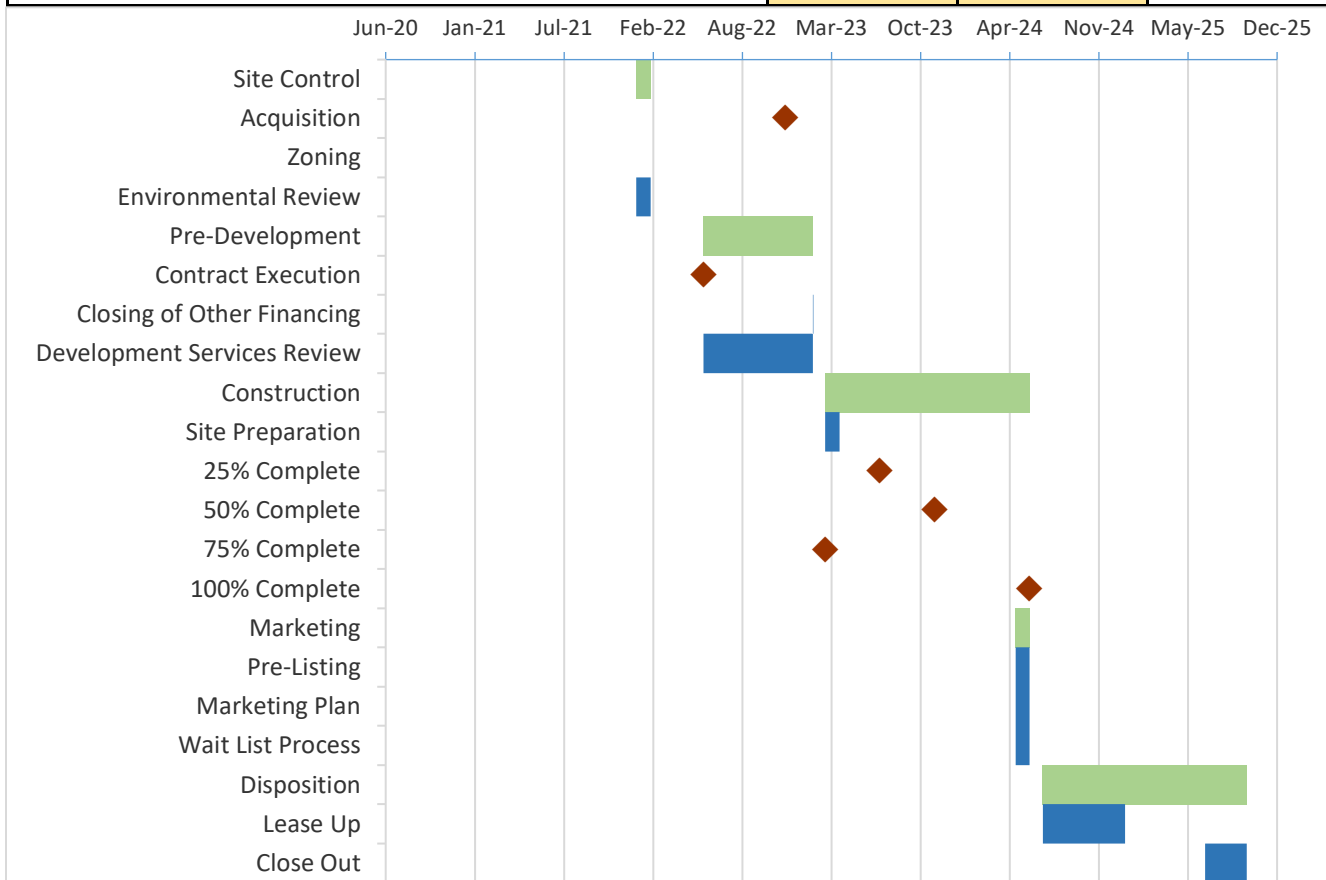


Project Timeline

5501-A Balcones Dr. #302
Austin, TX 78704

Development Schedule

	Start Date	End Date
Site Control	Jan-22	Feb-22
Acquisition	Dec-22	
Zoning		
Environmental Review	Jan-22	Feb-22
Pre-Development	Jun-22	Feb-23
Contract Execution	Jun-22	
Closing of Other Financing	Feb-23	Feb-23
Development Services Review	Jun-22	Feb-23
Construction	Mar-23	Jun-24
Site Preparation	Mar-23	Apr-23
25% Complete	Jul-23	
50% Complete	Nov-23	
75% Complete	Mar-23	
100% Complete	Jun-24	
Marketing	May-24	Jun-24
Pre-Listing	May-24	Jun-24
Marketing Plan	May-24	Jun-24
Wait List Process	May-24	Jun-24
Disposition	Jul-24	Oct-25
Lease Up	Jul-24	Jan-25
Close Out	Jul-25	Oct-25





Rental Housing Development Assistance Application

Cady Lofts



Development Budget

5501-A Balcones Dr. #302
Austin, TX 78704

Development Budget

	Total Project Cost	Requested AHFC Funds	Description
Pre-Development			
Appraisal	12500		
Environmental Review	75,000		Includes geotechnical report and survey
Engineering	350,000		
Survey	0		Included in environmental review
Architectural	450,000		Includes design and inspections
Subtotal Pre-Development Cost	\$887,500	\$0	
Acquisition			
Site and/or Land	2,875,000	2,875,000	
Structures	0	0	
Other (specify)	0	0	
Subtotal Acquisition Cost	\$2,875,000	\$2,875,000	
Construction			
Infrastructure	275,000		Utility connection fee
Site Work	2,162,500	800000	Includes offsite work
Demolition	100,000		
Concrete	531,698	100,000	
Masonry	428,492	100,000	
Rough Carpentry	1,072,977	300,000	
Finish Carpentry	1,036,966	200,000	Includes all finishes - tile, cabinet, countertops, flooring
Waterproofing and Insulation	162,949		
Roofing and Sheet Metal	363,148		
Plumbing/Hot Water	814,393	100,000	Includes HVAC, Mechanical
HVAC/Mechanical	0		Included above
Electrical	561,578	100,000	
Doors/Windows/Glass	270,263		
Lath and Plaster/Drywall and Acoustical	0		Included in waterproofing and insulation
Tiel Work	0		Included in finish carpentry
Soft and Hard Floor	0		Included in finish carpentry
Paint/Decorating/Blinds/Shades	0		Included in finish carpentry
Specialties/Special Equipment	379,814	100,000	
Cabinetry/Appliances	0		Included in finish carpentry
Carpet	0		
Other (specify)	1,236,174		FFE + Amenities (475000) + Site Amenities (465000) + Furnis
Construction Contingency	1,878,400		Includes GC fees (1280183)
Subtotal Construction Cost	\$11,274,352	\$1,800,000	
Soft & Carrying Costs			
Legal	350,000		
Audit/Accounting	85,000		
Title/Recordin	225,000		
Architectural (Inspections)	0		Included in Architectural above
Construction Interest	561,500		
Construction Period Insurance	282,740		Includes perm insurance
Construction Period Taxes	10,000		
Relocation	0		
Marketing	108,000		Includes Market Study
Davis-Bacon Monitoring	0		
Developer Fee	1,624,122		
Other (specify)	2,590,686	325,000	Building permits (16,140) + Finance fees (709,740) + Green c
Subtotal Soft & Carrying Costs	\$5,837,048	\$325,000	
TOTAL PROJECT BUDGET	\$20,873,900	\$5,000,000	



Rental Housing Development Assistance Application

Cady Lofts



Operating Pro Forma

5501-A Balcones Dr. #302
Austin, TX 78704

15 Year Rental Housing Operating Pro Forma (RHDA)

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	YEAR 15
POTENTIAL GROSS ANNUAL RENTAL INCOME	\$1,326,900	\$1,353,438	\$1,380,507	\$1,408,117	\$1,436,279	\$1,585,768	\$1,750,816
Secondary Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POTENTIAL GROSS ANNUAL INCOME	\$1,326,900	\$1,353,438	\$1,380,507	\$1,408,117	\$1,436,279	\$1,585,768	\$1,750,816
Provision for Vacancy & Collection Loss	-\$99,518	-\$101,508	-\$103,538	-\$105,609	-\$107,721	-\$118,933	-\$131,311
Rental Concessions	\$0						
EFFECTIVE GROSS ANNUAL INCOME	\$1,227,383	\$1,251,930	\$1,276,969	\$1,302,508	\$1,328,558	\$1,466,836	\$1,619,505
EXPENSES							
General & Administrative Expenses	\$60,000	\$61,800	\$63,654	\$65,564	\$67,531	\$78,286	\$90,755
Management Fee	\$61,369	\$62,597	\$63,848	\$65,125	\$66,428	\$73,342	\$80,975
Payroll, Payroll Tax & Employee Benefits	\$394,077	\$405,899	\$418,076	\$430,618	\$443,537	\$514,181	\$596,076
Repairs & Maintenance	\$86,980	\$89,589	\$92,277	\$95,045	\$97,897	\$113,489	\$131,565
Electric & Gas Utilities	\$60,340	\$62,150	\$64,015	\$65,935	\$67,913	\$78,730	\$91,270
Water, Sewer & Trash Utilities	\$70,000	\$72,100	\$74,263	\$76,491	\$78,786	\$91,334	\$105,881
Annual Property Insurance Premiums	\$60,000	\$61,800	\$63,654	\$65,564	\$67,531	\$78,286	\$90,755
Property Tax	\$10,000	\$10,300	\$10,609	\$10,927	\$11,255	\$13,048	\$15,126
Reserve for Replacements	\$30,000	\$30,900	\$31,827	\$32,782	\$33,765	\$39,143	\$45,378
Other Expenses	\$104,000	\$107,120	\$110,334	\$113,644	\$117,053	\$135,696	\$157,309
TOTAL ANNUAL EXPENSES	\$936,766	\$964,255	\$992,557	\$1,021,695	\$1,051,695	\$1,215,536	\$1,405,091
NET OPERATING INCOME	\$290,617	\$287,675	\$284,412	\$280,813	\$276,864	\$251,300	\$214,414
DEBT SERVICE							
First Deed of Trust Annual Loan Payment	\$7,374	\$7,374	\$7,374	\$7,374	\$7,374	\$7,374	\$7,374
Second Deed of Trust Annual Loan Payment	\$151,714	\$151,714	\$151,714	\$151,714	\$151,714	\$151,714	\$151,714
Third Deed of Trust Annual Loan Payment							
Other Annual Required Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Annual Required Payment							
ANNUAL NET CASH FLOW	\$131,529	\$128,588	\$125,324	\$121,726	\$117,776	\$92,212	\$55,326
CUMULATIVE NET CASH FLOW	\$131,529	\$260,117	\$385,441	\$507,167	\$624,943	\$1,149,914	\$1,518,761
Debt Coverage Ratio	1.83	1.81	1.79	1.77	1.74	1.58	1.35



Rental Housing Development Assistance Application

Cady Lofts



Scoring Sheet

5501-A Balcones Dr. #302
Austin, TX 78704

Project Name	Cady Lofts	
Project Type	100% Affordable	
Council District	District 9	
Census Tract	3.02	
Prior AHFC Funding	\$0	
Current AHFC Funding Request Amount	\$5,000,000	
Estimated Total Project Cost	\$20,873,900	
High Opportunity	Yes	
High Displacement Risk	NO	
High Frequency Transit	Yes	
Imagine Austin	Yes	
Mobility Bond Corridor	Airport Blvd	
SCORING ELEMENTS		Description
UNITS		
< 20% MFI	0	# of rental units at < 20% MFI
< 30% MFI	20	# of rental units at < 30% MFI
District Goal	6%	% of City's affordable housing goal
High Opportunity	5%	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	7%	% of City's affordable housing goal near high frequency transit
Imagine Austin	7%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	8%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	6%	% of City's affordable housing goal within mobility bond corridors
SCORE	4	% of annual goal * units * 50%, max of 75
< 40% MFI	0	# of rental units at < 40% MFI
< 50% MFI	60	# of rental units at < 50% MFI
District Goal	6%	% of City's affordable housing goal
High Opportunity	5%	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	7%	% of City's affordable housing goal near high frequency transit
Imagine Austin	7%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	8%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	6%	% of City's affordable housing goal within mobility bond corridors
SCORE	6	% of annual goal * units * 25%, max of 75
< 60% MFI	0	# of units for purchase at < 60% MFI
District Goal	6%	% of City's affordable housing goal
High Opportunity	5%	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	7%	% of City's affordable housing goal near high frequency transit
Imagine Austin	7%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	8%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	6%	% of City's affordable housing goal within mobility bond corridors
SCORE	0	% of annual goal * units * 50%, max of 75
< 80% MFI	0	# of units for purchase at < 80% MFI
District Goal	6%	% of City's affordable housing goal
High Opportunity	5%	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	7%	% of City's affordable housing goal near high frequency transit
Imagine Austin	7%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	8%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	6%	% of City's affordable housing goal within mobility bond corridors
SCORE	0	% of annual goal * units * 25%, max of 75
Unit Score	10	MAXIMUM SCORE = 300
INITIATIVES AND PRIORITIES		
Continuum of Care	100	Total # of units provided up to 100 per year
Continuum of Care Score	20	(total CoC Units/100 + HF Units/50)*20
Access to Healthy Food	Yes	Within 1 Mile of Healthy Food (City GIS)
Continuum of Care Weighted Score	25	Mobility, Access to Jobs, Community Institutions, Social Cohesion
2 Bedroom Units	0	Total Affordable 2 Bedroom units
3 Bedroom Units	0	Total Affordable 3 Bedroom units
4 Bedroom Units	0	Total Affordable 4+ Bedroom units
Multi-Generational Housing Score	0	Multi-bedroom Unit/Total Units * 20
TEA Grade	88	Elementary School Rating from TEA
Multi-Generational Housing Weighted Score	0	Educational Attainment, Environment, Community Institutions, Social Cohesion,
Accessible Units	12	mobility and sensory units
Non-PSH, Non-Voucher Under 20% MFI	0	Total units under 20% MFI
Accessibility Score	3	Accessible Unit/Total Units * 20
Metro Access Service	Yes	Within 3/4 mile of fixed route transit
Accessibility Weighted Score	2	Housing Stability, Health, Mobility, Community Institutions
Initiatives and Priorities Score	50	MAXIMUM SCORE = 200
UNDERWRITING		
AHFC Leverage	30%	% of total project cost funded through AHFC request
Leverage Score	15	3 points per 5% reduction in leverage below 50% (max 30)
AHFC Per Unit Subsidy (including prior amounts)	\$62,500	Amount of assistance per unit
Subsidy per unit score	17	(\$200,000 - per unit subsidy)*25/\$200,000
AHFC Per Bedroom Subsidy	\$62,500	Amount of assistance per bedroom
Subsidy per Bedroom Score	17	(\$200,000 - per bedroom subsidy)*25/\$200,000
Debt Coverage Ratio (Year 5)	1.74	Measured at the 5 Year mark
Debt Coverage Ratio Score	0	Minimum = 1.0; Maximum = 1.5; 1.25 = best score
Underwriting Score	49	MAXIMUM SCORE = 100
APPLICANT		
FINAL QUANTITATIVE SCORE	109	THRESHOLD SCORE = 50
Previous Developments		
Compliance Score		
Proposal		
Supportive Services		
Development Team		
Management Team		
Notes		



Rental Housing Development Assistance Application

Cady Lofts



1a. Detailed Listing of Developer's Experience

5501-A Balcones Dr. #302
Austin, TX 78704



SALLY GASKIN
President

sally@sgiventures.net
206 E. Live Oak Street, #D
Austin, Texas 78704
713 882 3233

Sally Gaskin is the President of SGI Ventures, Inc., a developer and tax credit/private activity bond consultant, and received her degree in accounting and business administration from Aquinas College in Grand Rapids, MI. SGI Ventures, Inc. is a Texas HUB certified real estate development firm and is a former CPA and has been in the affordable housing industry since 1996. Ms. Gaskin is a founding board member and Past Board President of the Texas Affiliation of Affordable Housing Providers ("TAAHP").

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Schedule of Developments 1997 to Present:

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Special Limited Partner
- Parker Lane Seniors Apartments, Austin, Texas (70 Units-Seniors)
Co-Developer/Supervisory Management Agent

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Austin Affordable Housing Corporation

112 _____ Avenue _____ 0 _____

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Austin Affordable Housing Corporation Resume

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July 2009:	Purchase of Chapman Building <ul style="list-style-type: none">• 3,261sf Office Space located at 1100 S. IH 35, Austin, TX 78704
February 2008- January 2011:	Purchase of Leisure Time Village 55+ Housing <ul style="list-style-type: none">• 22 Senior units located at 1920 Gaston Place Drive, Austin, TX 78723
2001-2012:	Purchase of Single-Family Homes <ul style="list-style-type: none">• 17 Single Family Homes located across Austin, TX
September 2013:	Purchase of Lexington Hills Apartments <ul style="list-style-type: none">• 238 units located at 2430 Cromwell Circle, Austin, TX 78741
September 2013:	Disposition of Old Administration Building by HUD <ul style="list-style-type: none">• Received title to 5600sf and 17,860sf of office space located at 1640 A & B East 2nd Street, Austin, TX 78702
August 2014:	Closed on new development Pointe at Ben White Family Apartments using 4% Tax Credit/Bond financing <ul style="list-style-type: none">• 250 units located at 6934 E. Ben White Blvd., Austin, TX 78741
August 2014:	Closed on new development Villages of Ben White Senior Apartments using 4% Tax Credit/Bond financing <ul style="list-style-type: none">• 183 units located at 7000 E. Ben White Blvd., Austin, TX 78741
July 2015:	Closed on new development Reserve at Springdale using 4% Tax Credit/Bond financing <ul style="list-style-type: none">• 292 units located at 5605 Springdale Road, Austin, TX 78723

August 2015:	Closed on new development Harris Branch Senior using 4% Tax Credit/Bond financing <ul style="list-style-type: none"> • 216 units located at 12433 Dessau Road, Austin, TX 78754
September 2015:	Purchased Bridge at Tech Ridge Apartments <ul style="list-style-type: none"> • 294 units located at 12800 Center Lake Drive, Austin, TX 78753 Purchased Bridge at Center Ridge Apartments <ul style="list-style-type: none"> • 348 units located at 701 Center Ridge Drive, Austin, TX 78753
December 2015:	Closed on new development Urban Oaks using 4% Tax Credit/Bond Financing <ul style="list-style-type: none"> • 194 units located at 6725 Circle S Road, Austin, TX 78745
May 2016:	Purchased Bridge at South Point <ul style="list-style-type: none"> • 176 units located at 6808 So. IH 35, Austin, TX 78745
September 2016:	Purchased Bridge at Volente <ul style="list-style-type: none"> • 208 units located at 11908 Anderson Mill Road, Austin, TX 78726
November 2016:	Rental Assistance Demonstration (RAD) conversion acquisition/rehabs on five properties using 4% Tax Credit/Bond Financing. <ul style="list-style-type: none"> • Pathways at Georgian Manor – 94 units located at 110 Bolles Circle, Austin, TX 78753 • Pathways at Manchaca Village – 33 units located at 3628 Manchaca Road, Austin, TX 78704 • Pathways at North Loop – 130 units located at 2300 W. Northloop, Austin, TX 78756 • Pathways at Northgate – 50 units located at 9120 Northgate, Austin, TX 78758 • Pathways at Shadowbend Ridge – 50 units located at 6328 Shadowbend, Austin, TX 78745
November 2016:	RAD straight conversion of three properties <ul style="list-style-type: none"> • Pathways at Bouldin Oaks – 144 units located at 1203 Cumberland, Austin, TX 78704 • Pathways at Coronado Hills – 48 units located at 1438 Coronado Hills, Austin, TX 78752 • Pathways at Manchaca II – 33 units located at 6113 Buffalo Pass, Austin, TX 78745
January 2017:	Closed on new development Studios at thinkEAST using 4% Tax Credit/Bond Financing <ul style="list-style-type: none"> • 182 units located at 1143 Shady Lane, Austin, TX 78721
June 2017:	Purchased Bridge at Sterling Springs <ul style="list-style-type: none"> • 172 units located at 2809 W. William Cannon Drive, Austin, TX 78745
July 2017:	Rental Assistance Demonstration (RAD) conversion acquisition/rehab on Pathways at Gaston Place using 4% Tax Credit/Bond Financing. <ul style="list-style-type: none"> • 100 units, 1941 Gaston Place Drive, Austin, TX 78723

October 2017:	RAD straight conversion of two properties <ul style="list-style-type: none"> • Pathways at Booker T. Washington – 216 units located at 905 Bedford, Austin, TX 78702 • Pathways at Meadowbrook Court - 160 units located at 1201 West Live Oak, Austin, TX 78704
November 2017:	Closed on new construction development Harris Ridge Apartments using 4% Tax Credit/Bond Financing <ul style="list-style-type: none"> • 324 units, located at 1501 Howard Lane, Austin, TX 78754
December 2017:	Closed on new construction development Bridge at Cameron using 4% Tax Credit/Bond Financing <ul style="list-style-type: none"> • 263 units located at 9201 Cameron Rd, Austin, TX 78754
December 2017:	Closed on new construction development Commons at Goodnight using 4% Tax Credit/Bond Financing <ul style="list-style-type: none"> • 304 units located at 2022 E. Slaughter Lane, Austin, TX 78747
July 2018:	Closed on new construction development The Rail at MLK using private equity <ul style="list-style-type: none"> • 235 units located at 2921 E. 17th St., Austin, TX
August 2018:	Closed on new construction development Pathways at Chalmers Courts South using 4% Tax Credit/Bond Financing <ul style="list-style-type: none"> • 86 units to be used for RAD relocation located at 1638 East 2nd St., Austin, TX 78702
September 2018:	Closed on RAD 9% tax credit new construction conversion of Pathways at Goodrich <ul style="list-style-type: none"> • 120 units located at 2126 Goodrich Avenue, Austin, TX 78704
September 2018:	Purchased the Preserve at Wells Branch <ul style="list-style-type: none"> • 308 units located at 1773 Wells Branch Parkway, Austin, TX 78728
October 2018:	Closed on RAD straight conversion Pathways at Thurmond Heights <ul style="list-style-type: none"> • 144 units located at 8426 Goldfinch Court, Austin, TX 78758
November 2018:	Closed on three RAD straight conversions: <ul style="list-style-type: none"> • Pathways at Rosewood Courts – 124 units located at 2001 Rosewood Avenue, Austin, TX 78702 • Pathways at Santa Rita Courts – 97 units located at 2341 Corta Street, Austin, Texas 78702 • Pathways at Salina – 32 units located at 1145 Salina Street, Austin, Texas 78702
November 2018:	Purchased the Bridge at Terracina <ul style="list-style-type: none"> • 170 units located at 8100 N. Mopac Expressway, Austin, Texas 78759
November 2018:	Purchased the Bridge at Northwest Hills <ul style="list-style-type: none"> • 314 units located at 3600 Greystone Drive, Austin, Texas 78731
December 2018:	Closed on new construction development Elysium Grand using 4% Tax Credit/Bond Financing <ul style="list-style-type: none"> • 90 units located at 3300 Oak Creek Drive, Austin, TX 78727

June 2019:	Closed on new construction development The Oaks using AAHC/LDG equity <ul style="list-style-type: none"> • 96 units located at 6936 E Ben White Blvd, Austin, TX 78741
June 2019:	Purchased Bridge at Asher Apartments <ul style="list-style-type: none"> • 452 units located at 10505 South Interstate 35, Austin, TX 78747
June 2019:	Closed as General Partner on existing development Signature at Franklin Park <ul style="list-style-type: none"> • 163 units located at 4509 East Saint Elmo Road, Austin, TX 78744
July 2019:	Closed on partial RAD conversion to redevelop and construct new units using 9% tax credits on Pathways at Chalmers Courts East <ul style="list-style-type: none"> • 156 units located at 1700 E. 3rd St., Austin, TX 78702
August 2019:	Closed as General Partner on existing development Woodway Village <ul style="list-style-type: none"> • 160 units located at 4600 Nuckols Crossing Road, Austin, TX 78744
October 2019:	Closed on RAD straight conversion of Pathways at Lakeside <ul style="list-style-type: none"> • 164 units located at 85 Trinity St, Austin, TX 78701
October 2019:	Closed on new construction development SOCO II using PFC structure <ul style="list-style-type: none"> • 270 units located at 8104 South Congress, Austin, TX 78745
November 2019:	Closed on new construction development Bridge at Granada using 4% bond/LIHTC <ul style="list-style-type: none"> • 258 units located at 414 E. Wonsley Drive, Austin, TX 78753
December 2019:	Closed as General Partner and resyndicated using 4% bond/LIHTC on the existing development Oaks on North Plaza <ul style="list-style-type: none"> • 62 units located at 9125 North Plaza, Austin, TX 78753
December 2019:	Closed on new construction development Bridge at Canyon View using 4% bond/LIHTC <ul style="list-style-type: none"> • 215 units located at 4506 E William Cannon, Austin, TX 78744
December 2019:	Closed on new construction development Estates at Norwood using 4% bond/LIHTC <ul style="list-style-type: none"> • 228 units located at 916 & 918 Norwood Park Blvd, Austin, TX 78753
January 2020:	Closed on new construction development Bridge at Loyola Lofts using 4% bond/LIHTC <ul style="list-style-type: none"> • 204 units located at 6420 Loyola Lane, Austin, TX 78724
February 2020:	Closed on new construction development Ventura at Parmer Lane using 4% bond/LIHTC <ul style="list-style-type: none"> • 216 units located at 8407 E. Parmer Lane, Austin, TX 78653
May 2020:	Closed on new construction development Moonlight Gardens using private equity. <ul style="list-style-type: none"> • 264 units located at 8901 Nuckols Crossing, Austin, TX 78747

July 2020:	Closed on new construction development Heritage Estates at Owen Tech using 4% bond/LIHTC <ul style="list-style-type: none"> • 174 senior units located at 14011 Owen Tech Blvd, Austin, Texas 78728
July 2020:	Closed on new construction development Vega Multifamily using the PFC structure <ul style="list-style-type: none"> • 330 units located at 5313 Vega Avenue, Austin, Texas 78735
September 2020:	Purchased Arbors at Tallwood <ul style="list-style-type: none"> • 120 units located at 8810 Tallwood Drive, Austin, Texas 78759
October 2020:	Purchased Montecito Apartments <ul style="list-style-type: none"> • 268 units located at 3111 Parker Lane, Austin, Texas 78741
November 2020:	Closed on final RAD conversion to redevelop and construct new units using 9% tax credits on Pathways at Chalmers Courts West <ul style="list-style-type: none"> • 156 units located at 1600 E. 3rd St., Austin, TX 78702
December 2020:	Closed on new construction development Bridge at Turtle Creek <ul style="list-style-type: none"> • 307 units located at 6020 South 1st Street, Austin, TX 78745
December 2020:	Purchased Broadstone 8 One Hundred <ul style="list-style-type: none"> • 376 units located at 8100 Anderson Mill, Austin, Texas 78729
December 2020:	Closed on new construction development Urban East using private equity <ul style="list-style-type: none"> • 381 units located at 6400 Riverside Drive, Austin, Texas 78741
December 2020:	Admitted as Managing Member in refinance transaction to Melrose Trail <ul style="list-style-type: none"> • 183 units located at 13005 Heinemann Drive, Austin, Texas 78727
January 2021:	Closed on new construction development Highland Village using the PFC structure <ul style="list-style-type: none"> • 299 units located at 6505 W. Highland Mall Blvd, Austin, Texas 78752
February 2021:	Purchased James on South First <ul style="list-style-type: none"> • 250 units located at 8800 South 1st Street, Austin, Texas 78748
May 2021:	Purchased Bridge at Southpark Meadows <ul style="list-style-type: none"> • 570 units located at 715 W. Slaughter Lane, Austin, Texas 78748
July 2021:	Closed on new construction development Belmont Apartments using 4% tax credit/bond structure <ul style="list-style-type: none"> • 146 units located at 9100 Brown Lane, Austin, Texas 78754
August 2021:	Closed on new construction development The Henderson on Reinli using 4% tax credit/bond structure <ul style="list-style-type: none"> • 306 units located at 1101 Reinli Street, Austin, Texas 78723
November 2021:	Purchased Bridge at Ribelin Ranch <ul style="list-style-type: none"> • 350 units located at 9900 McNeil Drive, Austin, Texas 78750
December 2021:	Purchased Bridge at Goodnight Ranch <ul style="list-style-type: none"> • 151-unit single family rental development located at 9005 Alderman Drive, Austin, Texas 78747
December 2021:	Purchased Agave at South Congress <ul style="list-style-type: none"> • 195 units located at 625 East Stassney Lane, Austin, Texas 78745
December 2021:	Closed on new construction development El Prado at Estancia using 4% tax credit/bond structure <ul style="list-style-type: none"> • 318 units located at 1100 Avenida Mercado Street, Austin, Texas 78748

December 2021:

Purchased The Lucent Apartments

- 368 units located at 12201 Dessau Road, Austin, Texas 78754

Note: Yellow Highlighted Properties were closed under South Congress PFC. AAHC does not have ownership in them, but oversees them.



Rental Housing Development Assistance Application

Cady Lofts



1b. Certificate of Status

5501-A Balcones Dr. #302
Austin, TX 78704



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

Greg Abbott
GOVERNOR

BOARD MEMBERS

J.B. Goodwin, *Chair*
Leslie Bingham-Escareño, *Vice Chair*
Paul A. Braden, *Member*
Asusena Reséndiz, *Member*
Sharon Thomason, *Member*
Leo Vasquez, *Member*

February 14, 2019

Writer's direct dial: 512-475-1676
Email: marni.holloway@tdhca.state.tx.us

Ms. Sally Gaskin
206 East Live Oak Street, Suite D
Austin, Texas 78704

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2019 QUALIFIED ALLOCATION PLAN

Dear Ms. Gaskin:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the 2019 Qualified Allocation Plan. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

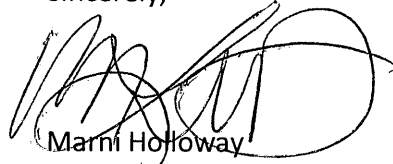
Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this



certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs' rules and requirements.

If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

A handwritten signature in black ink, appearing to be 'Marni Holloway', written over a circular stamp or seal.

Marni Holloway
Director of Multifamily Finance

EBH



Office of the Secretary of State

CERTIFICATE OF INCORPORATION OF

Austin Affordable Housing Corporation
Filing Number: 800244892

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 09/10/2003

Effective: 09/10/2003



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor
Secretary of State



Office of the Secretary of State

CERTIFICATE OF RESERVATION OF ENTITY NAME OF

Cady Lofts, LLC

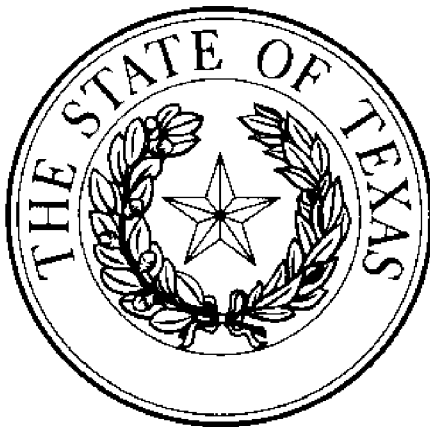
The undersigned, as Secretary of State of Texas, hereby certifies that the above entity name has been reserved in this office pursuant to the provisions of Section 5.101 of the Texas Business Organizations Code for the exclusive use of

Sally Gaskin
206 E Live Oak Street, #D, Austin, TX 78704

for a period of one hundred twenty days after the date hereof.

This name reservation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/07/2022



A handwritten signature in black ink, appearing to read "John B. Scott".

John B. Scott
Secretary of State



Rental Housing Development Assistance Application

Cady Lofts



1c. Statement of Confidence – Not Applicable



Rental Housing Development Assistance Application

Cady Lofts



2a. Resumes of Principals



SALLY GASKIN
President

sally@sgiventures.net
206 E. Live Oak Street, #D
Austin, Texas 78704
713 882 3233

Sally Gaskin is the President of SGI Ventures, Inc., a developer and tax credit/private activity bond consultant, and received her degree in accounting and business administration from Aquinas College in Grand Rapids, MI. SGI Ventures, Inc. is a Texas HUB certified real estate development firm and is a former CPA and has been in the affordable housing industry since 1996. Ms. Gaskin is a founding board member and Past Board President of the Texas Affiliation of Affordable Housing Providers ("TAAHP").

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Special Limited Partner
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Co-Developer/Supervisory Management Agent

All developments were new construction.

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September 2007:	Purchase of Sweetwater Apartments <ul style="list-style-type: none">• 152 units located at 2323 Wells Branch Pkwy, Austin, TX 78728
October 2008:	Purchase of Park at Summers Grove Apartments 80% GP Interest <ul style="list-style-type: none">• 240 units located at 2900 Century Park Blvd, Austin, TX 78728
July 2009:	Purchase of Chapman Building <ul style="list-style-type: none">• 3,261sf Office Space located at 1100 S. IH 35, Austin, TX 78704
February 2008- January 2011:	Purchase of Leisure Time Village 55+ Housing <ul style="list-style-type: none">• 22 Senior units located at 1920 Gaston Place Drive, Austin, TX 78723
2001-2012:	Purchase of Single-Family Homes <ul style="list-style-type: none">• 17 Single Family Homes located across Austin, TX
September 2013:	Purchase of Lexington Hills Apartments <ul style="list-style-type: none">• 238 units located at 2430 Cromwell Circle, Austin, TX 78741
September 2013:	Disposition of Old Administration Building by HUD <ul style="list-style-type: none">• Received title to 5600sf and 17,860sf of office space located at 1640 A & B East 2nd Street, Austin, TX 78702
August 2014:	Closed on new development Pointe at Ben White Family Apartments using 4% Tax Credit/Bond financing <ul style="list-style-type: none">• 250 units located at 6934 E. Ben White Blvd., Austin, TX 78741
August 2014:	Closed on new development Villages of Ben White Senior Apartments using 4% Tax Credit/Bond financing <ul style="list-style-type: none">• 183 units located at 7000 E. Ben White Blvd., Austin, TX 78741
July 2015:	Closed on new development Reserve at Springdale using 4% Tax Credit/Bond financing <ul style="list-style-type: none">• 292 units located at 5605 Springdale Road, Austin, TX 78723

August 2015: Closed on new development Harris Branch Senior using 4% Tax Credit/Bond financing

- 216 units located at 12433 Dessau Road, Austin, TX 78754

September 2015: Purchased Bridge at Tech Ridge Apartments

- 294 units located at 12800 Center Lake Drive, Austin, TX 78753

Purchased Bridge at Center Ridge Apartments

- 348 units located at 701 Center Ridge Drive, Austin, TX 78753

December 2015: Closed on new development Urban Oaks using 4% Tax Credit/Bond Financing

- 194 units located at 6725 Circle S Road, Austin, TX 78745

May 2016: Purchased Bridge at South Point

- 176 units located at 6808 So. IH 35, Austin, TX 78745

September 2016: Purchased Bridge at Volente

- 208 units located at 11908 Anderson Mill Road, Austin, TX 78726

November 2016: Rental Assistance Demonstration (RAD) conversion acquisition/rehabs on five properties using 4% Tax Credit/Bond Financing.

- Pathways at Georgian Manor – 94 units located at 110 Bolles Circle, Austin, TX 78753
- Pathways at Manchaca Village – 33 units located at 3628 Manchaca Road, Austin, TX 78704
- Pathways at North Loop – 130 units located at 2300 W. Northloop, Austin, TX 78756
- Pathways at Northgate – 50 units located at 9120 Northgate, Austin, TX 78758
- Pathways at Shadowbend Ridge – 50 units located at 6328 Shadowbend, Austin, TX 78745

November 2016: RAD straight conversion of three properties

- Pathways at Bouldin Oaks – 144 units located at 1203 Cumberland, Austin, TX 78704
- Pathways at Coronado Hills – 48 units located at 1438 Coronado Hills, Austin, TX 78752
- Pathways at Manchaca II – 33 units located at 6113 Buffalo Pass, Austin, TX 78745

January 2017: Closed on new development Studios at thinkEAST using 4% Tax Credit/Bond Financing

- 182 units located at 1143 Shady Lane, Austin, TX 78721

June 2017: Purchased Bridge at Sterling Springs

- 172 units located at 2809 W. William Cannon Drive, Austin, TX 78745

July 2017: Rental Assistance Demonstration (RAD) conversion acquisition/rehab on Pathways at Gaston Place using 4% Tax Credit/Bond Financing.

- 100 units, 1941 Gaston Place Drive, Austin, TX 78723

October 2017:	RAD straight conversion of two properties <ul style="list-style-type: none"> • Pathways at Booker T. Washington – 216 units located at 905 Bedford, Austin, TX 78702 • Pathways at Meadowbrook Court - 160 units located at 1201 West Live Oak, Austin, TX 78704
November 2017:	Closed on new construction development Harris Ridge Apartments using 4% Tax Credit/Bond Financing <ul style="list-style-type: none"> • 324 units, located at 1501 Howard Lane, Austin, TX 78754
December 2017:	Closed on new construction development Bridge at Cameron using 4% Tax Credit/Bond Financing <ul style="list-style-type: none"> • 263 units located at 9201 Cameron Rd, Austin, TX 78754
December 2017:	Closed on new construction development Commons at Goodnight using 4% Tax Credit/Bond Financing <ul style="list-style-type: none"> • 304 units located at 2022 E. Slaughter Lane, Austin, TX 78747
July 2018:	Closed on new construction development The Rail at MLK using private equity <ul style="list-style-type: none"> • 235 units located at 2921 E. 17th St., Austin, TX
August 2018:	Closed on new construction development Pathways at Chalmers Courts South using 4% Tax Credit/Bond Financing <ul style="list-style-type: none"> • 86 units to be used for RAD relocation located at 1638 East 2nd St., Austin, TX 78702
September 2018:	Closed on RAD 9% tax credit new construction conversion of Pathways at Goodrich <ul style="list-style-type: none"> • 120 units located at 2126 Goodrich Avenue, Austin, TX 78704
September 2018:	Purchased the Preserve at Wells Branch <ul style="list-style-type: none"> • 308 units located at 1773 Wells Branch Parkway, Austin, TX 78728
October 2018:	Closed on RAD straight conversion Pathways at Thurmond Heights <ul style="list-style-type: none"> • 144 units located at 8426 Goldfinch Court, Austin, TX 78758
November 2018:	Closed on three RAD straight conversions: <ul style="list-style-type: none"> • Pathways at Rosewood Courts – 124 units located at 2001 Rosewood Avenue, Austin, TX 78702 • Pathways at Santa Rita Courts – 97 units located at 2341 Corta Street, Austin, Texas 78702 • Pathways at Salina – 32 units located at 1145 Salina Street, Austin, Texas 78702
November 2018:	Purchased the Bridge at Terracina <ul style="list-style-type: none"> • 170 units located at 8100 N. Mopac Expressway, Austin, Texas 78759
November 2018:	Purchased the Bridge at Northwest Hills <ul style="list-style-type: none"> • 314 units located at 3600 Greystone Drive, Austin, Texas 78731
December 2018:	Closed on new construction development Elysium Grand using 4% Tax Credit/Bond Financing <ul style="list-style-type: none"> • 90 units located at 3300 Oak Creek Drive, Austin, TX 78727

June 2019:	Closed on new construction development The Oaks using AAHC/LDG equity <ul style="list-style-type: none"> • 96 units located at 6936 E Ben White Blvd, Austin, TX 78741
June 2019:	Purchased Bridge at Asher Apartments <ul style="list-style-type: none"> • 452 units located at 10505 South Interstate 35, Austin, TX 78747
June 2019:	Closed as General Partner on existing development Signature at Franklin Park <ul style="list-style-type: none"> • 163 units located at 4509 East Saint Elmo Road, Austin, TX 78744
July 2019:	Closed on partial RAD conversion to redevelop and construct new units using 9% tax credits on Pathways at Chalmers Courts East <ul style="list-style-type: none"> • 156 units located at 1700 E. 3rd St., Austin, TX 78702
August 2019:	Closed as General Partner on existing development Woodway Village <ul style="list-style-type: none"> • 160 units located at 4600 Nuckols Crossing Road, Austin, TX 78744
October 2019:	Closed on RAD straight conversion of Pathways at Lakeside <ul style="list-style-type: none"> • 164 units located at 85 Trinity St, Austin, TX 78701
October 2019:	Closed on new construction development SOCO II using PFC structure <ul style="list-style-type: none"> • 270 units located at 8104 South Congress, Austin, TX 78745
November 2019:	Closed on new construction development Bridge at Granada using 4% bond/LIHTC <ul style="list-style-type: none"> • 258 units located at 414 E. Wonsley Drive, Austin, TX 78753
December 2019:	Closed as General Partner and resyndicated using 4% bond/LIHTC on the existing development Oaks on North Plaza <ul style="list-style-type: none"> • 62 units located at 9125 North Plaza, Austin, TX 78753
December 2019:	Closed on new construction development Bridge at Canyon View using 4% bond/LIHTC <ul style="list-style-type: none"> • 215 units located at 4506 E William Cannon, Austin, TX 78744
December 2019:	Closed on new construction development Estates at Norwood using 4% bond/LIHTC <ul style="list-style-type: none"> • 228 units located at 916 & 918 Norwood Park Blvd, Austin, TX 78753
January 2020:	Closed on new construction development Bridge at Loyola Lofts using 4% bond/LIHTC <ul style="list-style-type: none"> • 204 units located at 6420 Loyola Lane, Austin, TX 78724
February 2020:	Closed on new construction development Ventura at Parmer Lane using 4% bond/LIHTC <ul style="list-style-type: none"> • 216 units located at 8407 E. Parmer Lane, Austin, TX 78653
May 2020:	Closed on new construction development Moonlight Gardens using private equity. <ul style="list-style-type: none"> • 264 units located at 8901 Nuckols Crossing, Austin, TX 78747

July 2020:	Closed on new construction development Heritage Estates at Owen Tech using 4% bond/LIHTC <ul style="list-style-type: none"> 174 senior units located at 14011 Owen Tech Blvd, Austin, Texas 78728
July 2020:	Closed on new construction development Vega Multifamily using the PFC structure <ul style="list-style-type: none"> 330 units located at 5313 Vega Avenue, Austin, Texas 78735
September 2020:	Purchased Arbors at Tallwood <ul style="list-style-type: none"> 120 units located at 8810 Tallwood Drive, Austin, Texas 78759
October 2020:	Purchased Montecito Apartments <ul style="list-style-type: none"> 268 units located at 3111 Parker Lane, Austin, Texas 78741
November 2020:	Closed on final RAD conversion to redevelop and construct new units using 9% tax credits on Pathways at Chalmers Courts West <ul style="list-style-type: none"> 156 units located at 1600 E. 3rd St., Austin, TX 78702
December 2020:	Closed on new construction development Bridge at Turtle Creek <ul style="list-style-type: none"> 307 units located at 6020 South 1st Street, Austin, TX 78745
December 2020:	Purchased Broadstone 8 One Hundred <ul style="list-style-type: none"> 376 units located at 8100 Anderson Mill, Austin, Texas 78729
December 2020:	Closed on new construction development Urban East using private equity <ul style="list-style-type: none"> 381 units located at 6400 Riverside Drive, Austin, Texas 78741
December 2020:	Admitted as Managing Member in refinance transaction to Melrose Trail <ul style="list-style-type: none"> 183 units located at 13005 Heinemann Drive, Austin, Texas 78727
January 2021:	Closed on new construction development Highland Village using the PFC structure <ul style="list-style-type: none"> 299 units located at 6505 W. Highland Mall Blvd, Austin, Texas 78752
February 2021:	Purchased James on South First <ul style="list-style-type: none"> 250 units located at 8800 South 1st Street, Austin, Texas 78748
May 2021:	Purchased Bridge at Southpark Meadows <ul style="list-style-type: none"> 570 units located at 715 W. Slaughter Lane, Austin, Texas 78748
July 2021:	Closed on new construction development Belmont Apartments using 4% tax credit/bond structure <ul style="list-style-type: none"> 146 units located at 9100 Brown Lane, Austin, Texas 78754
August 2021:	Closed on new construction development The Henderson on Reinli using 4% tax credit/bond structure <ul style="list-style-type: none"> 306 units located at 1101 Reinli Street, Austin, Texas 78723
November 2021:	Purchased Bridge at Ribelin Ranch <ul style="list-style-type: none"> 350 units located at 9900 McNeil Drive, Austin, Texas 78750
December 2021:	Purchased Bridge at Goodnight Ranch <ul style="list-style-type: none"> 151-unit single family rental development located at 9005 Alderman Drive, Austin, Texas 78747
December 2021:	Purchased Agave at South Congress <ul style="list-style-type: none"> 195 units located at 625 East Stassney Lane, Austin, Texas 78745
December 2021:	Closed on new construction development El Prado at Estancia using 4% tax credit/bond structure <ul style="list-style-type: none"> 318 units located at 1100 Avenida Mercado Street, Austin, Texas 78748

December 2021:

Purchased The Lucent Apartments

- 368 units located at 12201 Dessau Road, Austin, Texas 78754

Note: Yellow Highlighted Properties were closed under South Congress PFC. AAHC does not have ownership in them, but oversees them.



Rental Housing Development Assistance Application

Cady Lofts



2b. Resumes of Development Team

5501-A Balcones Dr. #302
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LISA STEPHENS

President

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MEGAN LASCH

President

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ABOUT US

Saigebrook Development and O-SDA Industries are two powerhouse WBE- and HUB-certified real estate development firms that partner regularly to deliver first in class mixed-income housing communities. Together, they have been part of 30 successful Housing Tax Credit applications across the state of Texas.

Owner and principal of WBE- and HUB-certified Saigebrook Development, Lisa Stephens has specialized in providing first-class affordable and workforce housing communities since 1999. She has closed more than \$750 million of federal, state, and local competitive funds to date and constructed in excess of 5,000 apartment homes. Saigebrook Development offices in Weatherford, Texas.

Megan Lasch, owner and principal of MBE/WBE- and HUB-certified O-SDA Industries, has more than 14 years of experience in project management and consulting in the affordable housing industry, managing all aspects of project life cycles. Megan has a background in engineering, project management, real estate analysis, and design. O-SDA Industries is based in Austin, Texas.



OUR PROCESS

Saigebrook and O-SDA's dedicated team has built its reputation as a mixed-income housing developer that produces consistent quality, sustainability, innovative design, and long-term viability in each of its communities. The firms oversee every aspect of development, including but not limited to planning, environmental testing, design oversight, financing, permitting, construction, lease-up, and stabilization.

Saigebrook and O-SDA retain long-term ownership of all their properties, maintaining affordability and ensuring high-quality property management. Collectively, the Saigebrook and O-SDA team has extensive experience in all aspects of housing development, compliance and ownership.

OUR COMMUNITIES

Saigebrook and O-SDA specialize in affordable housing for families and seniors. Each property in our portfolio is unique, offering indoor and outdoor amenities that encourage compatibility, recreation and connectivity to the community. Typical amenities include fully-furnished leasing centers with community rooms, fitness centers, cyber lounges, BBQ grill stations and picnic tables, swimming pools, covered parking and local community-created art.

All of our affordable housing units are built with long-term sustainability and energy efficiency in mind. Unit amenities include Energy Star® appliances, granite countertops, kitchen backsplash tile, high efficiency lighting, resilient hard-surface flooring, spacious closets and storage, and tile tub surrounds.



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Megan Lasch- Mrs. Lasch has eleven years of experience in the project management and development industry. Having received her bachelor's degree in Biosystems Engineering from Oklahoma State University, Ms. Lasch began her career as an engineering consultant where she helped design a variety of public and private development projects.

In 2010 Ms. Lasch formed O-SDA Industries, LLC to provide real estate development consulting services to clients in the affordable housing industry in Texas. O-SDA is a City of Austin MBE/WBE/Texas HUB certified real estate development firm.

O-SDA is a full-service real estate development company committed to solving the need for affordable housing in Texas urban centers and suburban areas. Ms. Lasch has helped secure nineteen (29) allocations of 9% Housing Tax Credits in the last eleven application cycles in Texas. Ms. Lasch also holds an experience certification for affordable housing from Texas Department of Housing and Community Affairs (TDHCA). Ms. Lasch is based in Austin, Texas and serves as a project manager, developer or consultant on developments financed by our development team. Ms. Lasch helps to manage all aspects of the project life cycle from site identification, finance application process, to managing third party consultants throughout the design process and ultimately to project completion. Ms. Lasch is a member of the Texas Affiliation of Affordable Housing Providers. In addition, she has served on the board for Skillpoint Alliance and was elected chair in 2016. Megan is a three time Austin Under 40 Finalist and was recognized as Austin Business Journal Woman in Power Profiles in 2020. Recent development and consultant experience includes the following:

Name	Location	Units	Affordable	Market Rate	Tenancy Type	Status
Saison North	Austin, Texas	116	82	34	Family	Pre-Development
June West	Austin, Texas	80	80	0	Family	Pre-Development
Kiva East <i>consultant only</i>	Dallas, Texas	87	71	16	Family	Pre-Development
Clifton Riverside <i>consultant only</i>	Fort Worth, Texas	94	80	14	Family	Pre-Development
Kestrel on Cooper	Arlington, Texas	90	74	16	Family	Under Construction
Vi Collina	Austin, Texas	170	170	0	Family	Under Construction
The Abali	Austin, Texas	56	51	5	Family	Stabilized

Sunset at Fash Place	Fort Worth, Texas	66	59	7	Senior	Stabilized
Everly Plaza-consultant only	Fort Worth, Texas	88	79	9	Senior	Stabilized
Cielo Plaza-consultant only	Fort Worth, Texas	91	81	10	Family	Stabilized
Canova Palms	Irving, Texas	58	50	8	Senior	Stabilized
Aria Grand	Austin, Texas	70	60	10	Family	Stabilized
Elysium Grand	Austin, Texas	90	69	21	Family	Lease up
Mistletoe Station	Fort Worth, Texas	110	74	36	Family	Stabilized
Alton Plaza	Longview, Texas	48	33	16	Family	Stabilized
Edgewood Place	Longview, Texas	74	58	16	Family	Stabilized
Kaia Pointe	Georgetown, TX	102	80	22	Family	Stabilized
Stillhouse Flats	Harker Heights, TX	96	88	8	Family	Stabilized
LaMadrid Apartments	Austin, TX	95	83	12	Family	Stabilized
Tupelo Vue	Winter Haven, FL	70	70	0	Family	Stabilized
Liberty Pass	Selma, TX	104	96	8	Family	Stabilized
Barron's Branch II	Waco, TX	76	76	0	Family	Stabilized
Art at Bratton's Edge	Austin, TX	76	68	8	Family	Stabilized
Barron's Branch I	Waco, TX	92	77	15	Family	Stabilized
Saige Meadows	Tyler, TX	92	82	10	Family	Stabilized
Summit Parque	Dallas, TX	100	75	25	Family	Stabilized
Amberwood	Longview, TX	78	68	10	Family	Stabilized
La Ventana	Abilene, TX	84	72	12	Family	Stabilized
Taylor Grand	Abilene, TX	120	120	0	Family	Stabilized
Singing Oaks (Rehab)	Denton, TX	126	122	4	Family	Stabilized
Pinnacle at North Chase	Tyler, TX	120	120	0	Family	Stabilized
Palms on Lamar	Austin, Texas	476	476	0	Family	Stabilized



Alice Cruz, Across, LLC

Alice Cruz is a graduate of the University of North Dakota with a degree in Public Administration. She worked for the City of Fort Worth's Neighborhood Services Department for 6 years. Most of her work was focused housing and community development projects that utilized CDBG, HOME, ESG, HOPWA, HFC, and LIHTC funds. Alice has worked on most aspects of development, including funding applications, design process, overall project management, through to project closeout. After a short time with Fort Worth Housing Solutions, Alice joined the Saigebrook Development team, where she is a Senior Development Associate.



Abby Penner

Abby Penner is a graduate of Texas A&M University with a degree in Civil Engineering. She worked as an engineering consultant for 3 years where she helped design a variety of commercial and multi-family development projects. Abby has worked on most aspects of site design, permitting, and construction. After leaving her Civil Engineering firm, Abby joined the Saigebrook Development Team, where she is a Senior Development Associate.



Alice Woods

Alice Woods holds a Master of Science in Community and Regional Planning from the University of Texas at Austin. Throughout her time living, working, and studying in St. Louis, Miami, Cape Town and Austin, Alice has developed a passion for progressive urban planning and affordable housing. During her graduate studies at UT, Alice was as a research assistant on the university's Gentrification and Displacement Study for the City of Austin, a project that aimed to combat gentrification-based displacement in Texas. After graduating in 2019, Alice joined Saigebrook Development and O-SDA Industries where she is a Development Associate.



Jeff Piatt, Housing Tax Credit Services, LLC

Jeff is an UT Austin Graduate with 24 years of experience in the construction industry. Jeff's 10 years of experience in Affordable multifamily housing started when he was hired at TDHCA in 2009 as an inspector. Jeff left TDHCA in 2011 in the executive position of Construction Manager Under the Disaster Recovery division for both Single and Multifamily construction. Jeff has extensive experience in the requirements of LIHTC and CDBG program requirements and specializes in providing guidance to be sure that both architectural plans and construction management create developments in compliance with all applicable regulations including Fair Housing Act Design Accessibility Requirements and program material and design requirements.



Rental Housing Development Assistance Application

Cady Lofts



2c. Resumes of Property Management Team



New Hope Housing

SUMMARY OF EXPERIENCE

New Hope Housing, Inc. (NHH) develops affordable, permanent Housing + Services for people who live on modest incomes. Our high-quality product is a platform for individuals and families to improve their lives. NHH is the preeminent supportive housing and PSH provider in the State of Texas. In 2020 NHH expanded its mission to serve other local nonprofits and advise developers in the design, construction, and management of supportive housing communities across Texas.

Recent Accomplishments

NHH's accomplishments to date speak to the organization's strengths. We have:

- 1) Partnered with local intimate violence agency, Houston Area Women's Center ("HAWC") in the financing, design, and construction of a 135-unit temporary supportive housing facility. We are proud to lend our expertise toward providing a safe, trauma-informed environment that will save lives.
- 2) Provided opportunities of hope and promise and helped stabilize the lives of **more than 12,000 souls** since inception.
- 3) Offered 1,200 units of high-quality permanent, supportive, affordable housing at 9 properties to Houston's most vulnerable citizens. NHH Avenue J and NHH Savoy, 220 total units for families with modest incomes, are currently under construction.
- 4) Strengthened our Resident Services Program by forming additional collaborations with area social service providers, totaling 42 local area partnerships. This collaborative approach helps meet the needs of our growing resident population. It also **leverages grant dollars/avoids duplication of services**.
- 5) Led the charge in partnering with the City of Houston in its initiative to end chronic homelessness. PSH is a nationally recognized model for successfully housing homeless persons with extreme challenges. NHH is the largest single housing provider for PSH in support of this citywide initiative with **60% of our portfolio dedicated to PSH**.
- 6) NHH's 2020 Community Report can be found here: [The Road Traveled](#)



Property Management and Services Oversight

NHH has provided in-house property management and services coordination since 2003. Beginning with 40 units of SRO housing, NHH has successfully leased and stabilized 9 developments for a total of 1176 SRO and 187 family units. NHH designed and operates under a Housing + Services model that integrates property management and service provision into one collaborative team focused on stabilizing lives and developing the life skills needed to thrive in housing. Each development typically staffs (1) Property Manager, (1) Office Assistant/Assistant Manager, (1) Community Support Specialist/Social Worker in addition to maintenance technicians and part time receptions, depending on size of project. Over the past 10 years we have reduced turnover by almost 30% and extended average length of stay to 33 months.

The NHH Resident Services Program follows a three-pronged approach that is designed to address the multi-faceted needs of our residents. Empowerment services include: (1) support from the licensed chemical dependency counselors, certified on-site case managers, and information and referral specialists; (2) direct assistance with basic necessities and financial services that promote stability in the lives of residents; and, (3) educational and recreational opportunities for spiritual and social wellbeing. Supportive housing services offer access to alcohol and drug counseling, mental health counseling, and services by health care providers. This approach is both a cost effective way of performing New Hope's mission and it saves the community substantial sums because we provide dignified, supportive housing + services that lift Houstonians from homelessness (or at-risk of) to stability. This is our first opportunity to bring decades of in-house property management and services coordination on a contract basis with Cady Lofts.

In following our supportive housing services model, New Hope's Resident Services staff developed a comprehensive services delivery plan that includes provision of the following:

- Case management and counseling (alcohol/drug and mental health)
- Information and referral
- Rental subsidies
- Assistance with medications, food and basic household essentials
- Legal assistance
- Resume building and job preparation
- Health and nutrition courses
- Mobile medical services
- Housekeeping



Development History

New Hope's communities include the following. Photographs and a complete listing of all NHH developments can be explored at www.newhopehousing.com.

FAMILIES

1. **Savoy** – A new construction 9% LIHTC development located off I-69 on the northeast corner of Regency Square Boulevard and Savoy Drive. This development represents **New Hope Housing's 3rd supportive housing development for Families.**
 - Anticipated: Fall 2023
 - Location: 6315 Savoy Drive, 77036
 - Total Units: 120, 100% Affordable
 - Development Type: Income restricted for families
 - This project will be New Hope Housing's first opportunity to serve working families of Houston's Southwest Corridor and District J.
2. **Avenue J** – A new construction LIHTC supportive housing development located in the historic Second Ward. This development represents New Hope Housing's commitment to listening to the needs of the communities in which it develops. Avenue J will serve 100 households for the community that faces rapid gentrification.
 - Anticipated: Spring 2022
 - Location: 5220 Avenue J, 77011
 - Total Units: 100, 100% Affordable
 - Development Type: Income restricted for families
 - This project will be New Hope Housing's first opportunity to serve the working families of the Second Ward
3. **Reed** – Through a partnership with the Star of Hope and adjacent to their 40-acre Cornerstone Community campus, Reed is designed to lift formerly homeless and at-risk families from generational poverty. Reed is our first supportive housing for vulnerable families.
 - Opened: 2018
 - Location: 2605 Reed Rd, 77051
 - Total units: 187, 100% Affordable
 - Development Type: Income restricted for families
 - Total Development Cost: \$34MM
 - DCR: Debt free
 - Project was designed by Ernesto Maldonado of GSMA
 - A national model for prevention and intervention



SINGLE ROOM OCCUPANCY

1. **Dale Carnegie** – A new construction LIHTC PSH development located off I-69 on the southeast corner of Regency Square Boulevard and Dale Carnegie Lane in Houston’s southwest corridor.
 - Opened: 2020
 - Location: 6015 Dale Carnegie Lane, 77036
 - Total Units: 170, 100% Affordable
 - 120 units are dedicated to PSH
2. **Harrisburg** – A new construction, mixed-use, transit oriented 4% LIHTC development located along Houston’s East End light rail. This is NHH’s first foray into mixed use development, incorporating 4,000 SF of ground floor retail as well as 7,000 SF of Class A commercial office space, which is home to NHH’s corporate headquarters – its launch pad into the future. The retail element was developed and financed by NHH in response to the special request of the neighborhood – honoring the neighborhood’s vision.
 - Opened: 2018
 - Location: 3315 Harrisburg Blvd, 77003
 - Total units: 175, 100% Affordable
 - 124 units are dedicated to PSH
3. **Rittenhouse** – A new construction LIHTC development located off I-45 North at the corner of Stuebner Airline and W Rittenhouse Road.
 - Opened: 2013
 - Location: 577 W Rittenhouse Rd, 77091
 - Total units: 160, 100% Affordable
 - ~100 units are dedicated to PSH
4. **Perry** – A new construction LIHTC development located south of the University of Houston off Old Spanish Trail and Cullen Boulevard.
 - Opened: 2012
 - Location: 4415 Perry, 77021
 - Total units: 160, 100% Affordable
 - ~100 units are dedicated to PSH
5. **Sakowitz** – A new construction LIHTC development located in Fifth Ward/Denver Harbor. Sakowitz is the first LEED certified affordable multifamily housing in the State of Texas, and it is *platinum* – the highest level of certification. The fact that this distinction goes to a supportive housing property is especially significant.
 - Opened: 2010
 - Location: 2424 Sakowitz, 77020
 - Total units: 166, 100% Affordable
 - ~100 units are dedicated to PSH
6. **Brays Crossing** – Our first development supported by LIHTCs, Brays Crossing is the rehabilitation of the HouTex Inn, a certified public nuisance property, and opened in 2010. It includes important public art components.
 - Opened: 2010
 - Location: 6311 Gulf Freeway, 77023
 - Total units: 149, 100% Affordable
 - ~100 units are dedicated to PSH



7. **Congress** – A Downtown Houston residential landmark since 1925. It was newly renovated by NHHI and reopened in 2012.
 - Opened: 2010
 - Location: 1414 Congress, 77002
 - Total units: 57, 100% Affordable
 - 57 units are dedicated to PSH

8. **Canal** – Houston's first SRO in a neighborhood that opened in 2005. Designed by renowned Texas architect Val Glitsch, the Canal building is a modern addition to the Second Ward/East End while reflecting the Hispanic heritage of the neighborhood.
 - Opened: 2005
 - Location: 2821 Canal St, 77003
 - Total units: 134, 100% Affordable
 - ~100 units are dedicated to PSH



AWARDS AND PUBLICATIONS

The local, national, and international recognition NHH has received affirms the quality of our work. It differentiates us from typical low-income housing and services providers and supports our growth and mission.

Examples of special recognition include:

2021 Landmark Award, Residential, Houston Business Journal
2021 ULI-Americas Award for Excellence
2021 ULI-Global Award for Excellence, Finalist
2020 Development of Distinction, Urban Land Institute-Houston
2020 Outstanding Community Organization Award, Texas Homeless Network
2020 Affordable Housing Award, Texas Apartment Association
2020 Global Innovator's Award, finalist, CoreNet
2019 Outstanding Community Organization Award, Texas Homeless Network
2019 Leadership Award, U.S. Green Building Council of Texas
2019 Award of Excellence, National Association of Housing and Redevelopment Officials
2019 Landmark Award, Tax Credit, Houston Apartment Association
2019 Cornerstone Award, Houston Apartment Association
2019 Landmark Award, Community Impact, *Houston Business Journal*
2018 Cornerstone Award, Houston Apartment Association
2018 Hurricane Harvey Outstanding Community Organization Response Award, TX Homeless Network
2018 AIA Houston Design Award
2017 Future Landmark Award, Preservation Houston
2016 Development of Distinction Award, Urban Land Institute-Houston for
2014 J. Howard Rambin III Founder's Award, Mayor's Proud Partner, Keep Houston Beautiful
2011 Award for Excellence: The Americas – Brays Crossing
2006 Innovation Award, CDC Association of Greater Houston

New Hope Housing consistently receives positive press surrounding our community work. Featured stories are in publications such as:

Houston Chronicle
Houston Business Journal
La Semana News
Culture Map
Houstonia
ABODE (Houston Apartment Association)
Texas Architect
Affordable Housing Finance
Real Estate BISNOW
Varying online news publications and television





Rental Housing Development Assistance Application

Cady Lofts



3a. Federal IRS Certification

5501-A Balcones Dr. #302
Austin, TX 78704

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

AUG 17 2004

AUSTIN AFFORDABLE HOUSING CORP
PO BOX 6159
AUSTIN, TX 78762

Employer Identification Number:
41-2121187
DLN:
17053068013034
Contact Person:
GARY L BOTKINS ID# 31463
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
March 31
Public Charity Status:
509(a)(3)
Form 990 Required:
No
Effective Date of Exemption:
September 10, 2003
Contribution Deductibility:
Yes

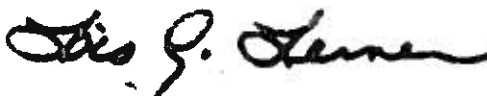
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

Letter 947 (DO/CG)



COMPTROLLER OF PUBLIC ACCOUNTS

P.O. BOX 13528
AUSTIN, TX 78711-3528

September 28, 2004

Thomas Cherian, CPA
Austin Affordable Housing Corporation
1640 East 2nd Street
Austin, Texas 78702

Dear Mr. Cherian:

Effective September 10, 2003, Austin Affordable Housing Corporation is exempt from Texas franchise tax and sales and use tax as a 501(c)(3) organization. The exemption does not extend to hotel occupancy tax.

We have assigned Texas taxpayer number 1412121187 to the organization. Please reference this number in correspondence with us. The assignment of the taxpayer number does not mean the organization is permitted to collect or remit Texas taxes. Exempt organizations must collect taxes on most of their sales. Please give our Tax Assistance section a call at 1-800-252-5555 if you need a sales tax permit.

The sales tax exemption extends to goods and services purchased for use by your organization. The exemption does not apply if the purchase is for the personal benefit of an individual or private party, or is not related to the organization's exempt purpose. For more information, please see our publication # 96-122, *Exempt Organizations - Sales and Purchases*.

The enclosed exemption certificate can be issued instead of paying tax when buying taxable items related to the exempt purpose of the organization. Make as many copies of the exemption certificate as you need. The exemption certificate does not need a taxpayer number to be valid, but you may provide your taxpayer number if the seller requests it.

Changes to the organization's registered agent and registered office address must be filed with the Texas Secretary of State. The changes can be made online at <http://www.sos.state.tx.us/corp/sosda/index.shtml> or you can download the forms and instructions from <http://www.sos.state.tx.us/corp/nonprofit.shtml>. You can also contact them at corpinfo@sos.state.tx.us or by calling (512) 463-5582. It is important to maintain current registered agent information, because this is how we will contact you if we have reason to believe that your organization no longer qualifies for exemption.

Our goal is to provide you with prompt, professional service. Please take a moment to complete the enclosed survey. If it is more convenient, you may complete our on-line survey at <http://aixtcp.cpa.state.tx.us/surveys/tpsuvr/>.

If you have any questions, write to us at exempt.orgs@cpa.state.tx.us, or call us toll-free at 1-800-531-5441, extension 3-4689. Also, our publications and other helpful information are online at <http://www.window.state.tx.us/taxinfo/exempt>.

Sincerely,

Ron Neeke, Poland
Exempt Organizations Section



Rental Housing Development Assistance Application

Cady Lofts



3b. Certified Financial Audit – Not Applicable



Rental Housing Development Assistance Application

Cady Lofts



3c. Board Resolution

5501-A Balcones Dr. #302
Austin, TX 78704

RESOLUTION NO. 00198

A Resolution by the Board of Directors of Austin Affordable Housing Corporation ("AAHC") authorizing AAHC to execute any and all documents, or take any other action, that is necessary or desirable to participate in the housing tax credit application for Cady Lofts

WHEREAS, AAHC is the sole member of Cady Lofts GP, LLC, a Texas limited liability company (the "**Managing Member**");

WHEREAS, the Managing Member shall be the sole managing member of Cady Lofts LLC, a Texas limited liability company (the "**Company**");

WHEREAS, the Company was formed for the purpose of owning, developing, managing, and otherwise dealing with Cady Lofts, a multifamily affordable apartment complex containing approximately 100 units (the "**Project**") to be developed on a parcel of land located at approximately 1004-1008 E. 39th Street in Austin, Travis County, Texas (the "**Land**"), and intended as supportive housing for rental to persons of low and moderate income;

WHEREAS, in connection with the development of the Project, the Company plans to submit or has submitted a 9% housing tax credit application (TDHCA #22274) to the Texas Department of Housing and Community Affairs (the "**Application**");

WHEREAS, in connection with the Company's preparation and submission of the Application, AAHC desires to participate as nonprofit sponsor, developer, and as sole member of the Managing Member;

NOW, BE IT RESOLVED, that all of the documents, instruments, or other writing executed by AAHC (both individually and in a representative capacity as identified in these resolutions), in consummation of the transactions herein described (both individually and in a representative capacity as identified in these resolutions), including, but not limited to, (i) the Application and (ii) any and all such additional documents executed to consummate the transactions contemplated herein (collectively, the "**Application Documents**") shall be in form and substance approved by the Executing Officer (as such term is hereinafter defined), both individually and in a representative capacity as identified in these resolutions, his/her approval of each such instrument to be conclusively evidenced by his execution thereof; and it is further,

RESOLVED that the authorization of AAHC, Company and/or Managing Member to enter into the Application Documents and that execution and delivery in the name and on behalf of AAHC and/or Managing Member and/or the Company, by any of the officers of AAHC of the Application Documents, in the form as so executed and delivered is hereby approved,

ratified and confirmed; and it is further

RESOLVED, that Ron Kowal, Vice President of AAHC, and any other officer of AAHC (each an "**Executing Officer**"), acting alone without the joinder of any other officer, is hereby authorized and directed for and on behalf, and as the act and deed of AAHC and/or Managing Member and/or the Company, to execute and deliver all other documents and other writings of every nature whatsoever in connection with the development of the Project, including but not limited to, the Application Documents, as the Executing Officer deems necessary in order to carry into effect the intent and purposes of these resolutions, and any other instruments approved by the Executing Officer (acting in a representative capacity as identified in these resolutions, acting individually and on behalf of the Managing Member), executing same, his/her approval of each such instrument to be conclusively evidenced by his/her execution thereof, and to take such other action in the consummation of the transactions herein contemplated as the Executing Officer acting shall deem to be necessary or advisable, without the necessity of attestation by the secretary or other officer or director, and any and all acts heretofore taken by the Executing Officer to such end are hereby expressly ratified and confirmed as the acts and deeds of AAHC and/or Managing Member and/or Company, effective as of the date such action was taken; and it is further

RESOLVED, that the Board of Directors finds the actions authorized by these resolutions may reasonably be expected to directly or indirectly benefit AAHC; and it is further

RESOLVED, that the Company be promptly notified in writing by the Secretary or any other officer of AAHC or any change in these resolutions, and until it has actually received such notice in writing, the Company is authorized to act in pursuance of these resolutions.

[End of Resolution]

PASSED, APPROVED AND ADOPTED this 17th day of February, 2022.


EDWINA CARRINGTON, CHAIRPERSON

ATTEST



SECRETARY



Rental Housing Development Assistance Application

Cady Lofts



3d. Financial Statements – To be Provided Under a
Separate Confidential Cover



Rental Housing Development Assistance Application

Cady Lofts



3e. Funding Commitment Letters

5501-A Balcones Dr. #302
Austin, TX 78704

Community Capital



May 3, 2022

Cady Lofts, LLC
c/o SGI Ventures, Inc.
5501-A Balcones Drive #302
Austin, TX 78731

Re: Cady Lofts
Austin, Texas 78751

Dear Sally Gaskin:

Citibank, N.A. ("CITI") understands that Cady Lofts, LLC on behalf of ("Cady Lofts") (the "Project") intends to submit an application to the City of Austin for RHDA funding. CITI is interested in providing the related construction and permanent loan for the Project (see attached Term Sheet, "Exhibit A").

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

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

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

Very truly yours,
CITIBANK, N.A.

Catherine Lee
Authorized Signatory
Encl. - Exhibit A

**EXHIBIT A
TERM SHEET**

**Multifamily Rental Developments with Rent Restrictions
New Construction and/or Substantial Rehabilitation and/or Term Mortgages**

Cady Lofts

May 3, 2022

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

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

PRELIMINARY LOAN TERMS

Transaction

Summary:

Citibank, N.A. ("CITI") proposes to arrange a construction/permanent loan ("Loan") to the Borrower (defined below) in connection with the acquisition and construction of the Property described below.

For purposes of this Term Sheet, the term "Construction Phase" means the period from the Closing Date through the day prior to the Conversion Date and the term "Permanent Phase" means the period from the Conversion Date (inclusive) through the maturity date (or earlier termination) of the Project's permanent financing.

Property:

A to-be-constructed permanent supportive housing project containing 100 units located in Austin, TX. The property is commonly referred to as "Cady Lofts." ("Property")

Set-Asides:

20 units are reserved for individuals or families whose income is no greater than 30% of Area Median Income ("AMI"). 60 units are reserved for individuals or families whose income is no greater than 50% of AMI. 20 units are reserved for individuals or families whose income is no greater than 60% of AMI.

100% of the units are expected to be covered by Project-Based Vouchers from the Housing Authority of the City of Austin and/or the City of Austin.

Applicant:

Sgi Ventures, Inc.

Borrower:

Cady Lofts, LLC. Borrower entity, its constituent entities and its operating agreement must be acceptable to CITI in all respects.

**LIHTC Investor/
Syndicator:**

The Low Income Housing Tax Credit ("LIHTC") Investor / Syndicator, the upper tier investor(s) and the terms and conditions of the partnership agreement must be acceptable to CITI in all respects including, particularly, the timing of and conditions to funding capital contributions. Syndication letter from National Equity Fund for Cady Lofts, LLC is acceptable.

Guarantor(s):	SGI-Cady, LLC, Sally Gaskin, and/or other individual(s) or corporate entity acceptable to CITI in all respects. The Guarantor(s)' financial condition(s) must be acceptable to CITI in all respects.
Subordinate Debt:	The sources of subordinate debt and the subordinate loan documents must be acceptable to CITI in all respects. All subordinate debt must fund prior to Loan funding unless CITI approves other arrangements. The \$5,000,000 loan from the City of Austin is acceptable.
Loan Security:	First lien on land or leasehold estate and any improvements, UCC filings for fixtures; assignment of all leases and rents; and, a first priority collateral assignment of all contracts, management agreements, and other agreements and all permits relating to the Property. Ground leases must be subordinate to CITI's lien position unless the fee is owned by a government agency to ensure long-term affordability. All income and rent restrictions will be subordinate to the CITI security instrument.
Construction Phase Recourse Guarantees:	Prior to Conversion of the Loan to the Permanent Phase (described below) and during the Construction Phase (described below), the Loan will be fully recourse to the Borrower and to the Guarantor(s) and Completion and Repayment Guarantees are required from the Borrower and the Guarantor(s).
Guarantees, Permanent Phase:	None, except for industry standard carve outs (" <u>Carve Outs</u> "). Carve Outs include guarantees against fraud, misrepresentation, bankruptcy and environmental issues.
Environmental Indemnity:	Borrower and Guarantor(s) will be liable for CITI's standard environmental indemnity.
Closing:	Closing is subject to full satisfaction of CITI's standard due diligence, underwriting and credit approval processes, and the execution and delivery of all required loan documents, delivery of opinions, payment of fees and other customary requirements.
Closing Date (est.):	April 2023.

CONSTRUCTION PHASE

Construction Phase Loan Amount:	The Construction Phase Loan amount is currently estimated to be \$9,800,000, but in any event, an amount not to exceed 80% of costs covered through the Construction Phase.
Term:	24 months, plus two 6-month extension(s). Fees for the extension(s) are indicated below under "Fees & Expenses."
Construction Phase Interest Rate:	CITI is underwriting to a variable rate that is currently estimated to be 4.50%. Pricing is based on current market conditions and is subject to change. The rate will be committed at the time of closing of the Construction Phase financing.
Construction Phase Interest Day Count:	Actual/360
Availability:	Loan proceeds will be advanced to Borrower on a "draw down" basis upon receipt of a written request from Borrower, supported by documentation acceptable to CITI. Borrower will be required to submit a loan budget worksheet with each draw request tracking all Property sources and uses of funds. Draw requests limited to one per month.

Loan in Balance:	The Loan must remain “in balance” during the Construction Phase. “In balance” means that (1) the funds available during the Construction Phase (from the Loan and all other debt and equity sources) are sufficient to complete the construction or rehabilitation of the Property and all other expenses reasonably expected to be necessary to achieve the conditions for conversion of the Loan to the Permanent Phase; and (2) the sources available at Conversion are sufficient to pay down the Construction Phase Loan Amount to the Permanent Phase Loan Amount, along with any other funding requirements for Conversion.
Amortization:	None. Payments on the Loan during the Construction Phase will be interest only.
Prepayment and Yield Maintenance:	<p>Voluntary prepayment of Loan principal amounts during the Construction Phase, including those as a result of a Borrower default, may be made without prepayment fee or penalty unless the Construction Phase Loan Amount is reduced to less than ninety percent (90%) of the Permanent Phase Loan Amount (as defined below).</p> <p>If the prepayment reduces the Loan amount to an amount less than ninety percent (90%) of the Permanent Phase Loan Amount, the Borrower shall pay the greater of: (i) 1% of the amount of the Loan prepaid below 90% of the Permanent Phase Loan Amount; or (ii) CITI’s standard yield maintenance amount on the amount of the Loan prepaid below 90% of the Permanent Phase Loan Amount.</p> <p>In the event that a Loan prepayment resulting from a Loan resizing, as determined by CITI in its sole discretion, reduces the Loan amount to an amount less than the Permanent Phase Loan Amount, the Borrower shall pay the greater of: (i) 1% of the amount of the Loan prepaid below 90% of the Permanent Phase Loan Amount; or (ii) CITI’s standard yield maintenance amount on the amount of the Loan prepaid below 90% of the Permanent Phase Loan Amount.</p> <p>Notwithstanding any of the above, in the event the amount of such prepayment would cause the Loan amount to fall below 50% of the Permanent Phase Loan Amount, the Borrower shall be required to repay the Loan in full plus the greater of: (i) 1% of the amount of the Loan repaid below 90% of the Permanent Phase Loan Amount; or (ii) CITI’s standard yield maintenance amount on the amount of the Loan repaid below 90% of the Permanent Phase Loan Amount.</p> <p>If Borrower prepays Loan principal amounts through the application of insurance proceeds or a condemnation award, no prepayment fee shall be payable to CITI.</p>
Interest Reserve:	Calculated at the Construction Phase Interest Rate noted above, plus a cushion acceptable to CITI at time of final Credit approval. Currently, CITI is underwriting with a cushion of 0.75%, which is reflected in the construction interest rate noted above. The Interest Reserve will be sized based on an analysis of the projected draw schedule for the Loan from closing on the Construction Phase financing through Conversion.
Budget and Contingencies:	The budget for the Construction Phase, including all budget line items, is subject to CITI approval. The budget shall include a hard cost contingency of no less than 5% of budgeted hard costs for new construction projects and no less than 10% of budgeted hard costs for rehabilitation projects. The budget shall include a soft cost contingency of no less than 5% of budgeted soft costs, excluding 1) soft costs incurred prior to or in connection with closing; 2) interest reserve and bank fees; 3) capitalized operating reserve deposits and other costs that may be due in connection with Conversion for which specific sources are identified; and 4) developer fees.

**General Contractor and
Bonding Requirements:**

The general contractor and the construction contract must be acceptable to CITI. CITI will require payment and performance bonds equal to 100% of the construction contract amount. Surety issuing bonds must have an A.M. Best rating of “A/VIII” or better and must be acceptable to CITI in all other respects. In lieu of bonds, CITI will accept a letter of credit (“LC”) equal to 10% of the hard cost budget. LC provider must be rated “BBB” or better.

Retainage:

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

PERMANENT PHASE

Permanent Phase

Loan Amount:

The Permanent Phase Loan Amount is currently estimated to be in the maximum amount of \$100,000 or such other loan amount supported by CITI’s underwriting of the Property at the time of Conversion in accordance with CITI’s underwriting requirements including those listed below.

Term/Amortization:

15 years/35 years.

Lockout Period:

None.

**Yield Maintenance
Period:**

From the Closing Date until 6 months prior to the end of the Permanent Phase.

**Permanent Phase
Interest Rate:**

CITI is underwriting to a fixed that is currently estimated to be 6.65%. Pricing is based on current market conditions and is subject to change. The rate will be committed at the time of closing of the Construction Phase financing. CITI reserves the right to change the permanent loan to a Freddie Mac execution should the pricing become more favorable.

If the Conversion to the Permanent Phase does not occur on or before month 30 following Closing, 0.05% will be added to the above quoted rate for each 6 month period past the initial 30 month period in which Conversion occurs.

Permanent

Phase Interest Day Count: Actual/360

**Conversion to
Permanent Phase
Requirements:**

Conversion requirements include completion of construction and 90% physical occupancy of Project for three consecutive calendar months. CITI will review the Property’s net operating income to determine the maximum Permanent Phase Loan Amount based on the Debt Service Coverage and Loan-to-Value noted below.

Debt Service Coverage:

A minimum of 1.15 to 1.00.

Loan-to-Value:	90% of market value, based on restricted rents and inclusive of value of permanent below market financing (if applicable), assuming project rents on 80% or more of the units are discounted to a level at least 10% below market. Otherwise, 85%.
Replacement Reserve:	Upon Conversion, Borrower will be required to fund a Replacement Reserve for each of the first five years following Conversion in a minimum amount of \$300/unit/year for new construction projects or, for renovation projects, in an amount determined by a Physical Needs Assessment acceptable to CITI, but in a minimum amount of \$300/unit/year. For each successive five year period thereafter until Permanent Loan maturity, the Replacement Reserve level will be determined by a new Physical Needs Assessment acceptable to CITI.
Taxes and Insurance:	Commencing upon Conversion, real estate taxes and insurance premiums must be escrowed with the Loan servicer (“Servicer”) on a monthly prorated basis in an amount sufficient to enable the Servicer to pay (at least 30 days before due) all taxes, assessments, insurance premiums or other similar charges affecting the Property.
AHAP Contract:	An acceptable AHAP contract will be required by CITI prior to closing.

OTHER

Appraisal, Environmental, Plan/Cost Reviews:

Appraisal and Plan/Cost Review reports will be commissioned and reviewed by CITI. CITI may rely upon environmental reports commissioned by Borrower if report is current (within 12 months) and CITI has been provided evidence of acceptable E&O insurance coverage carried by Borrower’s environmental consultant and a reliance letter in form acceptable to CITI. Appraisal, environmental and plan/cost reviews must be acceptable to CITI in all respects. Otherwise, CITI will commission its own environmental report. CITI reserves the right to either co-engage any vendor providing the foregoing services and/or to share the reports with a LIHTC Investor/Syndicator.

Property Tax

Abatements, Incentives:

All documentation related to any tax abatement or tax incentives must be acceptable to CITI in all respects.

Developer Fee:

Any developer fee paid prior to conversion to the Permanent Phase shall be pre-approved by CITI in its sole discretion. The anticipated deferred developer fee is \$808,549.

Social Services:

CITI has included the social services in the amount of \$100,000 in our proforma for this property.

Reserves:

Lease-Up Reserve – \$100,000; Operating Deficit Reserve – \$944,140.

FEES & EXPENSES

Application Fee:

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

Origination Fee:	A non-refundable Origination Fee equal to 2.00% of the Construction Phase loan amount and to 1.00% of the Permanent Phase loan amount (“Origination Fee”) shall be earned in full by CITI upon the closing of the Loan, and is due and payable at that time.
CITI Legal Fees (<i>est</i>):	<p>Estimated fees of CITI’s counsel for the initial closing are to be determined and assumes no significant negotiation over CITI’s form documents. A portion of the Application Fee will be applied to initial CITI counsel fees. Applicant agrees to make a supplemental deposit to cover CITI’s counsel fees once the drafting of legal documentation commences, if requested.</p> <p>Fees of CITI’s counsel for work associated with Conversion of the Loan to the Permanent Phase are to be determined.</p>
Course of Construction Inspections (<i>est</i>):	\$TBD/monthly report.
Construction Term Extension Fee:	See Permanent Phase Interest Rate.
Conversion Fee and Expenses:	A Conversion fee equal to \$10,000 will be charged by CITI. Other expenses, including insurance review, site inspection and loan servicer set-up fees are estimated to be \$7,500.
Rate Lock:	No earlier than 5 business days prior to Closing. Rate lock must occur on or before one hundred fifty (150) days following the date of the Preliminary Application.
Other Costs:	Applicant is responsible for costs of survey, title insurance policy, hazard insurance policy, tax escrow fee and all other normal and customary loan closing expenses.
Term Sheet Expiration Date:	Ten (10) business days after the date hereof, unless attached to a Preliminary Application letter.

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

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

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

SPONSOR: SGI VENTURES, INC.

By: _____

Name: _____

Title: _____

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

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

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

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

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

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

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

February 23, 2022

Cady Lofts, LLC
C/O Ms. Sally Gaskin
SGI Ventures, Inc.
206 E Live Oak St. #D
Austin, TX 78704

Re: – Cady Lofts - Letter of Intent

Dear Ms. Gaskin:

This letter is a preliminary equity investment commitment from the National Equity Fund, Inc. (NEF) for Cady Lofts (“Project”), a proposed LIHTC, multifamily community located in Austin, TX.

NEF, an affiliate of the Local Initiatives Support Corporation (LISC), was incorporated in 1987 with the mission to identify and develop new sources of financing to help provide affordable housing for low-income families and to assist non-profit organizations in creating this housing. NEF has worked with 700 local development partners in forming partnerships which acquire, develop, rehabilitate, and manage low-income rental housing. Since the enactment of the Federal Low Income Housing Tax Credit in 1986, NEF has raised more than \$11 billion in equity and invested it in more than 2,200 affordable housing projects in 46 states, including Washington, D.C., and Puerto Rico.

Described below are the basic terms, conditions, and assumptions of this preliminary commitment:

- The Project consists of a proposed LIHTC, permanent supportive housing community which will consist of 100 total housing units located in Austin, TX. All units will be LIHTC targeted to families with incomes at or below 30%, 50%, or 60% of Area Median Income.
- The Project will be owned by Cady Lofts, LLC. The Managing Member will be Cady Lofts GP, LLC. The administrative partner will be SGI-Cady, LLC. The Limited Partner will be NEF Assignment Corporation. NEF has reviewed the entities and principals involved and has no reservations at this time.
- NEF proposes to be the Federal Low Income Housing tax credit investor with an equity investment of \$14,665,351 based on annual LIHTC allocation of \$1,647,957 which represents a price of \$0.89. NEF’s proposed equity pay-in schedule is depicted on the following page:

- o 25% at Closing;
- o 65% at Construction Completion;
- o 10% at Stabilization & 8609

The final timing and amounts of equity payments at closing and during construction will be agreed upon by NEF and the General Partner prior to closing. NEF will charge a \$65,000 Due Diligence fee.

- Reserves - The Limited Partner will require the following reserves:
 - Operating Reserve of \$928,263
 - Replacement Reserve of \$300 per unit per year to be funded monthly
 - Lease-Up Reserve of \$100,000
- Guaranties and Adjusters - NEF will require SGI Ventures, Inc., to provide guaranties of development completion, operations, and the repurchase of NEF's interest if the project fails to meet basic tax credit benchmarks. The Project's operating agreement will include adjusters to the Investor Member's capital contributions if there is a change in the agreed upon amounts of total projected tax credits or projected first year credits.
- Sources – NEF's terms are based on the Sources and Uses on the attached and as follows:
 - Construction Loan: Citi Bank; \$12,000,000 - 4.5% interest rate - 24-month term
 - Permanent Loan: Citi Bank; \$2,300,000 - 5.2% interest rate - 15-year term - 35-year amortization
 - RHDA Construction & Permanent Loan: Austin HFC; \$3,400,000 - 1% interest rate – 40-year amortization - soft-pay
 - Approximate Deferred Developer Fee: \$700,310

A final determination of our investment will depend upon confirmation of the project's assumptions; a full underwriting of the Project, the development team, and their financial statements; the review of plans and specifications; the commitment for all other sources of financing; the development schedule; review of due diligence materials; successful negotiation of the partnership agreement and approval by NEF's Investment Review Committee and by its final tax credit investors. NEF acknowledges supportive services of \$20,000 for the project in accordance with the RHDA loan requirements are included in the development budget.

Sincerely,



Jason Aldridge
Vice President
National Equity Fund



February 24, 2022

Sally Gaskin
SGI Ventures, Inc.
5501-A Balcones Dr #302
Austin, Texas 78731

Re: Application for Gap Funding for Cady Lofts (TDHCA #22274)

Dear Sally Gaskin,

The Austin Housing Finance Corporation (AHFC) has received your application requesting a 1% interest rate loan in the amount of \$3,400,000 for the development of Cady Lofts to be located at 1004 – 1008 E 39th St., Austin, TX 78751.

AHFC has also received your application for project-based rental assistance from our Local Housing Voucher program, which is funded by the City of Austin's Housing Trust Fund. If approved, these vouchers will pay Fair Market Rents.

AHFC will review your application and determine if it satisfies AHFC's underwriting guidelines. If approved, the terms of the loan will generally be for a minimum of 40 years and will be in accordance with the 2021 Rental Housing Development Assistance (RHDA) Guidelines. The interest rate would be below market and negotiated post approval of award. If repayment of the loan is required, repayment will generally be a certain percentage of surplus cash flow, with the balance, if any, being due at the 40-year maturity, sale of the development, or a cash-out refinance of the senior loan encumbering the property. Generally, there will be no fees or basis points associated with this loan, and the loan will be funded through City of Austin General Obligation Bonds or other sources as available.

Your application will follow a tentative quarterly timeline, as delineated below. AHFC will notify you throughout this timeline as needed and/or requested.

Fourth Quarter Development Assistance Calendar for RHDA/OHDA FY 2021 – 2022:

May 6	Submission Deadline
June 8	Internal HPD Review
June 29	Housing Investment Review Committee Meeting
July 6	HPD Leadership Team Meeting
August 18*	AHFC Board of Directors Meeting/Decision (*Estimated Date)

Board of Directors: Steve Adler, President ♦ Alison Alter, Vice President
Natasha Harper-Madison, Director ♦ Vanessa Fuentes, Director ♦ Sabino Renteria, Director ♦ Jose "Chito" Vela, Director
Ann Kitchen, Director ♦ Mackenzie Kelly, Director ♦ Leslie Pool, Director ♦ Paige Ellis, Director ♦ Kathie Tovo, Director
Spencer Cronk, General Manager ♦ Rosie Truelove, Treasurer ♦ Myrna Rios, Secretary
♦ Anne Morgan, General Counsel♦

The Austin Housing Finance Corporation is committed to compliance with the American with Disabilities Act and will provide reasonable modifications and equal access to communications upon request.

Sincerely,



James May
Interim Housing & Community Development Officer
512-974-3192

Note: Cady Lofts has applied for project based vouchers from the City of Austin, however, we have not received a commitment for vouchers. In accordance with the QAP requirement for a commitment, we have excluded these potential vouchers as a source of funds in the application.

Board of Directors: Steve Adler, President ♦ Alison Alter, Vice President
Natasha Harper-Madison, Director ♦ Vanessa Fuentes, Director ♦ Sabino Renteria, Director ♦ Jose “Chito” Vela, Director
Ann Kitchen, Director ♦ Mackenzie Kelly, Director ♦ Leslie Pool, Director ♦ Paige Ellis, Director ♦ Kathie Tovo, Director
Spencer Cronk, General Manager ♦ Rosie Truelove, Treasurer ♦ Myrna Rios, Secretary
♦ Anne Morgan, General Counsel♦

*The Austin Housing Finance Corporation is committed to compliance with the American with Disabilities Act
and will provide reasonable modifications and equal access to communications upon request.*



Rental Housing Development Assistance Application

Cady Lofts



4a. Market Study

Removed from Web Version of Application



Rental Housing Development Assistance Application

Cady Lofts



4b. Good Neighbor Policy

5501-A Balcones Dr. #302
Austin, TX 78704

City of Austin Good Neighbor Checklist

The Neighborhood Housing and Community Development Office (NHCD) offers a Good Neighbor Policy to standardize process and identify expectations for all projects funded through the City of Austin's Rental Housing Development Assistance (RHDA) and Acquisition and Development (A&D) programs. Applicants of these programs are required to prepare and begin implementing a community engagement plan, including neighborhood notification activities. The community engagement plan is required whether the application is for funding for new construction or renovation of an existing building, regardless of whether there is a change in ownership.

A successful community engagement plan leads to open, ongoing two-way communication between developers and neighbors. This requires good-faith efforts and cooperation by developers, City officials and residents. A positive, open dialogue between housing developers and neighbors can prevent misunderstandings, facilitate prompt resolution of any inadvertent misunderstandings, and provide a fair, thoughtful, dependable means of resolving differences.

The following checklist of items is required of all applicants for funding:

(1) Preliminary Research

☒ Review the Neighborhood Plan (if applicable)

(2) Neighborhood Notification

☒ Notify property owners within at least 500 feet of the site and registered neighborhood organizations with boundaries included in the proposed development site, using a written notice, letter or flyer.

(3) Pre-Application Engagement

☒ Contact neighborhood organizations to provide current information about the project, including any neighborhood association whose boundaries are included in the proposed development site and Neighborhood Planning Contact Team (if applicable). *(see full City of Austin Good Neighbor Guidelines for more detailed information on what kind of information may be appropriate to share)*

☒ Appoint a Single-Point-of-Contact (SPOC) to serve as the liaison for exchanging information.

(4) Application requirements

☐ Provide communications plan

☒ Provide documentation showing the content of the notice, and proof of delivery

☒ Provide signed copy of this checklist.

I have reviewed and completed all of the above checklist items required by the City of Austin's Good Neighbor Guidelines.



Signed

Sally Gaskin

printed name

April 21, 2022

date



Cady Lofts Neighborhood Engagement Timeline

January 7	Official notice sent to Hancock Neighborhood Association, CANPAC, Central Austin CDC, Preservation Austin, North Austin Neighborhood Alliance
January 12	Meeting with Hancock Neighborhood Association Zoning Committee
February 2	Meeting with Hancock Neighborhood Association Zoning Committee
March 16	Full Hancock Neighborhood Association Meeting
April 7	Open Community Meeting Hosted by City of Austin
April 20	Full Hancock Neighborhood Association Meeting
May 16	Meeting with CANPAC (Planned)

From: [Alice Woods](#)
To: [Lisa Stephens](#)
Bcc: [sarah.eckhardt](#); [gina.hinojosa](#); [stephanie.elizalde](#)
[superintendent](#); [geronimo.rodriguez](#); [trustees](#)
[Andy.Brown](#); [Judge](#); [Jeffrey.Travillion](#)
[Comm2](#); [Brigid.Shea](#); [Ann.Howard](#)
[Precinct3Constituents](#); [Margaret.Gomez](#); [steve.adler](#)
[mayor.adler](#); [Natasha.Madison](#); [district1](#)
[vanessa.fuentes](#); [district2](#); [sabino.renteria](#)
[district3](#); [gregorio.casarc](#); [district4](#)
[ann.kitchen](#); [district5](#); [mackenzie.kelly](#)
[district6](#); [leslie.pool](#); [district7](#); [paige.ellis](#)
[district8](#); [kathie.tovo](#); [district9](#)
[Alison.Alter](#); [district10](#); [coan.dillahunt](#)
[smorris](#); [info](#); [adam.stephens](#)
[canpac](#); [austinchip](#); [lindsey](#)
Subject: Cady Lofts TDHCA Application Notification
Date: Thursday, January 6, 2022 1:22:00 PM
Attachments: [image001.png](#)

Dear Official:

Cady Lofts, LLC is making an application for the Housing Tax Credit Program and possibly the Multifamily Direct Loan Program with the Texas Department of Housing and Community Affairs (TDHCA) for Cady Lofts to be located at the NWQ of E 39th St and N IH 35, Austin, TX 78751 in Travis County. The residential density of the Development, i.e., the number of Units per acre, is estimated at a maximum of 176.6. This proposed new construction development is an apartment community that will be a maximum of 130 units of which 120 units will be reserved for residents at or below 60% of Area Median Income or averaging up to 60% of Area Median Income. The proposed development will serve permanent supportive housing residents.

In the spring, TDHCA will hold public hearings in various locations around the state or virtually to gather input on Competitive Housing Tax Credit applications. The hearing schedule along with contact information for written public comment will be posted on TDHCA's Public Comment Center website (<http://www.tdhca.state.tx.us/public-comment.htm>) later this year. An interested party or Neighborhood Organization can provide comments on any and all applications at each hearing, or can provide written comments to the Department by email at HTCPC@tdhca.state.tx.us, or by mail at: Texas Department of Housing and Community Affairs, Public Comment - Multifamily Finance Division, P.O. Box 13941, Austin, TX 78711-3941.

Note that in order for input on Competitive Housing Tax Credit applications to be included in the materials relating to presentation for awards to be provided to the Governing Board of TDHCA, such input must be received by TDHCA by 5:00 p.m., Austin TX local time, on June 1, 2022.

Sincerely,

Lisa Stephens
Consultant, Saigebrook Development LLC
Representative for Cady Lofts, LLC
5501-A Balcones Dr. #302
Austin, TX 78731
Phone: (352) 213-8700

Alice Woods

From: Alice Woods
Sent: Friday, January 7, 2022 4:41 PM
To: coan.dillahunty [REDACTED]
Cc: Megan Lasch; Sally Gaskin
Subject: Request for Meeting with Hancock Neighborhood Association re Cady Lofts

Dear Mr. Dillahunty,

As you may have received an official notice for yesterday, our development team will be submitting a 9% Housing Tax Credit application to TDHCA for Cady Lofts, a proposed mixed-income and supportive housing community to be located at 1004-1008 E 39th St.

SGI Ventures, O-SDA Industries, and Saigebrook Development have a proven track record of building high quality mixed-income housing throughout Austin. We will be collaborating with other community leaders in supportive housing to provide onsite services for our residents at this community. You can see some of our recent work in Austin at www.affordablehousingtexas.com.

We would love to schedule a virtual meeting with the Hancock Neighborhood Association to discuss the project, and get the neighborhood's input on what they would like to see at this site.

Please let me know what your availability is for a remote meeting to discuss Cady Lofts next week, and we will get something set up via Zoom. We're looking forward to talking further with you and your neighborhood association.



ALICE WOODS
Development Associate
Saigebrook Development | O-SDA Industries
[AWoods](#) [REDACTED] | C: 314.540.5355
5501-A Balcones Dr. #302 Austin, TX 78731

From: Coan Dillahunt
To: Alice Woods
Cc: Megan Lasch; Sally Gaskin; Hugh Bender; Bart Whatley
Subject: Re: Request for Meeting with Hancock Neighborhood Association re Cady Lofts
Date: Monday, January 10, 2022 10:56:26 AM
Attachments: image001.png

Hello Alice,

I've confirmed with our committee members that a Zoom at 5 pm on Wednesday works for us. Please go ahead and set up the zoom meeting for us.

Best regards,

Coan Dillahunt

On Mon, Jan 10, 2022 at 9:25 AM Alice Woods <AWoods@saigebrook.com> wrote:

Mr. Dillahunt,

Thanks so much for getting back to me. 5pm on Wednesday evening works for us, though we would prefer a virtual meeting if possible. If that works for you all, I will send out a Zoom invitation.

Best,



ALICE WOODS
Development Associate
Saigebrook Development | O-SDA Industries
AWoods@saigebrook.com | C: 314.540.5355
5501-A Balcones Dr. #302 Austin, TX 78731

From: Coan Dillahunt <coan.dillahunt@gmail.com>
Sent: Monday, January 10, 2022 9:21 AM
To: Alice Woods <AWoods@saigebrook.com>
Cc: Megan Lasch <megan@o-sda.com>; Sally Gaskin <Sally@sgiventures.net>; Hugh Bender <hbender@bendertx.com>; Bart Whatley <bart.whatley@gmail.com>
Subject: Re: Request for Meeting with Hancock Neighborhood Association re Cady Lofts

Alice Woods

Subject: Cady Lofts / Hancock Neighborhood Association Meeting
Location: <https://us02web.zoom.us/j/89030919250?pwd=d3BQUmFvbnErN21KbnJrbXVVeit2UT09>
Start: Wed 1/12/2022 5:00 PM
End: Wed 1/12/2022 6:00 PM
Recurrence: (none)
Meeting Status: Meeting organizer
Organizer: Alice Woods
Required Attendees: Megan Lasch; Sally Gaskin; Coan Dillahunt; Hugh Bender; Bart Whatley
Optional Attendees: Abby Penner; Meesha Afkami
zmMeetingNum: 89030919250

Alice Woods is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/89030919250?pwd=d3BQUmFvbnErN21KbnJrbXVVeit2UT09>

Meeting ID: 890 3091 9250

Passcode: Cady

One tap mobile

+13462487799,,89030919250#,,,,*540613# US (Houston)

+12532158782,,89030919250#,,,,*540613# US (Tacoma)

Dial by your location

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 669 900 9128 US (San Jose)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 890 3091 9250

Passcode: 540613

Find your local number: <https://us02web.zoom.us/j/kcY1dHRzsn>

Alice Woods

Subject: Hancock NA + Cady Lofts Discussion
Location: <https://us02web.zoom.us/j/88382664655?pwd=amQ3M1c3Q2xRcjRVR1VleJJKSUdrZz09>
Start: Wed 2/2/2022 4:00 PM
End: Wed 2/2/2022 4:30 PM
Recurrence: (none)
Meeting Status: Meeting organizer
Organizer: Alice Woods
Required Attendees Megan Lasch; Sally Gaskin; Hugh Bender; coan.dillahunty [REDACTED] Bart Whatley; emily [REDACTED] joy [REDACTED]
zmMeetingNum: 88382664655

Alice Woods is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/88382664655?pwd=amQ3M1c3Q2xRcjRVR1VleJJKSUdrZz09>

Meeting ID: 883 8266 4655

Passcode: Cady

One tap mobile

+13462487799,,88382664655#,,,,*803051# US (Houston)

+16699009128,,88382664655#,,,,*803051# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 883 8266 4655

Passcode: 803051

Find your local number: <https://us02web.zoom.us/j/k7IRlw5rn>

From: [Alice Woods](#)
To: [lhguerrero9@gmail.com](#); [Hugh Bender](#); [coan.dillahunt@gmail.com](#); [Bart Whatley](#)
Cc: [Sally Gaskin](#); [Megan Lasch](#); [emily@newhopehousing.com](#)
Subject: Cady Lofts
Date: Wednesday, February 2, 2022 4:35:00 PM
Attachments: [image001.png](#)

Thank you all for making the time to meet with us. Please find our presentation at this link for your review:

<https://www.dropbox.com/s/oxq1tm9j1mrc5bo/Cady%20Lofts%20Presentation%20220111.pdf?dl=0>

Our timeline is as follows:

- February 3 – City Council will consider a resolution of general support for the project
- We will submit our zoning application and neighborhood plan amendment during February
- March 1 – We submit our application for funding of the project to the state
- A zoning hearing will likely take place during April or May, and we must have our zoning finalized no later than August.
- Final funding awards take place in July

Please don't hesitate to reach out to me with any questions as they come up. Talk soon!



ALICE WOODS

Development Associate

Saigebrook Development | O-SDA Industries

[AWoods@saigebrook.com](#) | C: 314.540.5355

5501-A Balcones Dr. #302 Austin, TX 78731

Alice Woods

From: Alice Woods
Sent: Tuesday, February 8, 2022 2:30 PM
To: lhguerrero9[REDACTED]; Hugh Bender; coan.dillahunty[REDACTED]; Bart Whatley; mebaneaustin[REDACTED]
Cc: Sally Gaskin; Megan Lasch
Subject: RE: Cady Lofts
Attachments: Cady Lofts Draft Resolution 220203.pdf; Cady Lofts Agenda Recommendation 220203.pdf; Austin City Council Action 220203.pdf

Hello Hancock NA Zoning Committee,

I want to keep everyone updated and let you know that Cady Lofts received City Council support at the Feb 3 council meeting. I have attached the draft resolution (which has now passed), as well as the backup information that staff gave to council when recommending support for the project, and the actions taken at the meeting (Cady was Item 22). Please let me know if you have any questions about the attached information or the project in general.

Best,



ALICE WOODS
Development Associate
Saigebrook Development | O-SDA Industries
AWoods[REDACTED] | C: 314.540.5355
5501-A Balcones Dr. #302 Austin, TX 78731

From: Alice Woods
Sent: Wednesday, February 2, 2022 4:35 PM
To: lhguerrero9[REDACTED]; Hugh Bender <[REDACTED]>; coan.dillahunty[REDACTED]; Bart Whatley <bart.whatley[REDACTED]>
Cc: Sally Gaskin <[REDACTED]>; Megan Lasch <[REDACTED]>; emily[REDACTED]
Subject: Cady Lofts

Thank you all for making the time to meet with us. Please find our presentation at this link for your review:
<https://www.dropbox.com/s/oxq1tm9j1mrc5bo/Cady%20Lofts%20Presentation%2020111.pdf?dl=0>

Our timeline is as follows:

- February 3 – City Council will consider a resolution of general support for the project
- We will submit our zoning application and neighborhood plan amendment during February
- March 1 – We submit our application for funding of the project to the state
- A zoning hearing will likely take place during April or May, and we must have our zoning finalized no later than August.
- Final funding awards take place in July

Please don't hesitate to reach out to me with any questions as they come up. Talk soon!

Alice Woods

From: Alice Woods
Sent: Thursday, February 17, 2022 11:19 AM
To: lhguerrero9[REDACTED]; Hugh Bender; coan.dillahunty[REDACTED]; Bart Whatley; mebaneaustin[REDACTED]
Cc: Sally Gaskin; Megan Lasch
Subject: RE: Cady Lofts

Hello Hancock Neighborhood Association Zoning Committee,

I wanted to give everyone an update on the proposed Cady Lofts project: we have determined that we will have to do a FLUM amendment on all three lots, instead of only one, which we had originally discussed. We are not changing anything that we are proposing in terms of the development itself (height, density, etc.), we just received guidance that LO-MU needs to be modified for our proposed use.

We will plan to send you a site plan in the next week and will be happy to discuss further or answer any questions you may have at that point, but I wanted to keep you updated in the meantime, as this is a change from what we discussed at our last meeting.

Please feel free to reach out with any questions.

All the best,



ALICE WOODS
Development Associate
Saigebrook Development | O-SDA Industries
AWoods[REDACTED] C: 314.540.5355
5501-A Balcones Dr. #302 Austin, TX 78731

From: Alice Woods
Sent: Tuesday, February 8, 2022 2:30 PM
To: lhguerrero9[REDACTED]; Hugh Bender <hbender[REDACTED]>; coan.dillahunty[REDACTED]; Bart Whatley <bart.whatley[REDACTED]>; mebaneaustin[REDACTED]
Cc: Sally Gaskin <sally.gaskin[REDACTED]>; Megan Lasch [REDACTED]
Subject: RE: Cady Lofts

Hello Hancock NA Zoning Committee,

I want to keep everyone updated and let you know that Cady Lofts received City Council support at the Feb 3 council meeting. I have attached the draft resolution (which has now passed), as well as the backup information that staff gave to council when recommending support for the project, and the actions taken at the meeting (Cady was Item 22). Please let me know if you have any questions about the attached information or the project in general.

Best,

Alice Woods

From: Alice Woods
Sent: Thursday, February 24, 2022 4:09 PM
To: Hugh Bender
Cc: Linda Guerrero; coan dillahunty; Bart Whatley; mebaneaustin; Sally Gaskin; Megan Lasch
Subject: RE: Cady Lofts
Attachments: aerialoverlay2a.jpg; Cady Lofts Elevation 220224.pdf

Hi Hugh,

Thanks for your patience. Please find attached a site plan for the combined three lots, and building elevations. Please feel free to give Megan, Sally, or I a call if you have any questions.



ALICE WOODS
Development Associate
Saigebrook Development | O-SDA Industries
[AWoods](#) | C: 314.540.5355
5501-A Balcones Dr. #302 Austin, TX 78731

From: Hugh Bender <hbender@hughbender.com>
Sent: Wednesday, February 23, 2022 7:10 PM
To: Alice Woods <AWoods@saigebrook.com>
Cc: Linda Guerrero <lguerrero9@hughbender.com>; coan dillahunty <coan.dillahunty@gmail.com>; Bart Whatley <bartwhatley@gmail.com>; mebaneaustin <mebaneaustin@gmail.com>; Sally Gaskin <sallygaskin@gmail.com>; Megan Lasch <meganlasch@gmail.com>
Subject: Re: Cady Lofts

Alice, please let us know how soon you can provide the information mentioned. We will have a zoning Committee mtg as soon as possible with plans on the HNA considering the **zoning change and FLUM amendments**. But we do have deadlines to notify neighbors. Look forward to receiving this info. Thanks Hugh

From: "AWoods" <AWoods@saigebrook.com>
To: "Linda Guerrero" <lguerrero9@hughbender.com>, "Hugh Bender" <hbender@hughbender.com>, "coan dillahunty" <coan.dillahunty@gmail.com>, "Bart Whatley" <bartwhatley@gmail.com>, "mebaneaustin" <mebaneaustin@gmail.com>
Cc: "Sally Gaskin" <sallygaskin@gmail.com>, "Megan Lasch" <meganlasch@gmail.com>
Sent: Thursday, February 17, 2022 11:18:59 AM
Subject: RE: Cady Lofts

Hello Hancock Neighborhood Association Zoning Committee,

I wanted to give everyone an update on the proposed Cady Lofts project: we have determined that we will have to do a FLUM amendment on all three lots, instead of only one, which we had originally discussed. We are not changing anything that we are proposing in terms of the development itself (height, density, etc.), we just received guidance that LO-MU needs to be modified for our proposed use.

Alice Woods

From: Alice Woods
Sent: Tuesday, March 1, 2022 4:39 PM
To: Hugh Bender
Cc: Linda Guerrero; coan dillahunty; Bart Whatley; mebaneaustin; Sally Gaskin; Megan Lasch
Subject: RE: Cady Lofts

Hi Hugh,

I wanted to make sure that this was all received. I also wanted to confirm that your next neighborhood meeting is scheduled for March 16? Will this be a virtual or in-person meeting?

Thanks,



ALICE WOODS
Development Associate
Saigebrook Development | O-SDA Industries
AWoods@o-sda.com | C: 314.540.5355
5501-A Balcones Dr. #302 Austin, TX 78731

From: Alice Woods
Sent: Thursday, February 24, 2022 4:09 PM
To: Hugh Bender <[REDACTED]>
Cc: Linda Guerrero <[REDACTED]>; coan dillahunty <[REDACTED]>; Bart Whatley <[REDACTED]>; mebaneaustin <[REDACTED]>; Sally Gaskin <[REDACTED]>; Megan Lasch <[REDACTED]>
Subject: RE: Cady Lofts

Hi Hugh,

Thanks for your patience. Please find attached a site plan for the combined three lots, and building elevations. Please feel free to give Megan, Sally, or I a call if you have any questions.



ALICE WOODS
Development Associate
Saigebrook Development | O-SDA Industries
AWoods@o-sda.com | C: 314.540.5355
5501-A Balcones Dr. #302 Austin, TX 78731

From: Hugh Bender <[REDACTED]>
Sent: Wednesday, February 23, 2022 7:10 PM
To: Alice Woods <[REDACTED]>
Cc: Linda Guerrero <[REDACTED]>; coan dillahunty <[REDACTED]>; Bart Whatley <[REDACTED]>; mebaneaustin <[REDACTED]>; Sally Gaskin <[REDACTED]>; Megan Lasch <[REDACTED]>
Subject: Re: Cady Lofts

Alice Woods

From: Alice Woods
Sent: Wednesday, March 2, 2022 9:17 AM
To: Hugh Bender
Cc: Linda Guerrero; coan dillahunty; Bart Whatley; mebaneaustin; Sally Gaskin; Megan Lasch; Abby Penner
Subject: RE: Cady Lofts

Hi Hugh,

The westernmost of the three sites is zoned SF-3-NP, the other two are zoned LO-MU-NP. We are seeking a zoning designation of MF-6-NP on all three sites. This is not a change in density or height from what we originally proposed, but we ran into a building coverage conflict, which is why we are seeking this new zoning category for all three lots instead of staying with LO-MU.

Please let me know if any further clarification is needed.



ALICE WOODS
Development Associate
Saigebrook Development | O-SDA Industries
AWoods [REDACTED] | C: 314.540.5355
5501-A Balcones Dr. #302 Austin, TX 78731

From: Hugh Bender <[REDACTED]>
Sent: Tuesday, March 1, 2022 5:11 PM
To: Alice Woods <[REDACTED]>
Cc: Linda Guerrero <[REDACTED]>; coan dillahunty <[REDACTED]>; Bart Whatley <[REDACTED]>; mebaneaustin <[REDACTED]>; Sally Gaskin <[REDACTED]>; Megan Lasch <[REDACTED]>
Subject: Re: Cady Lofts

Alice, one item we do need is a letter (email) with your zoning and neighborhood requesting the current designations and what you are requesting. I can post the PPT and other docs on our site unless you want to provide other info. Thanks Hugh

From: "Hugh Bender" <[REDACTED]>
To: "AWoods" <[REDACTED]>
Cc: "Linda Guerrero" <[REDACTED]>, "coan dillahunty" <[REDACTED]>, "Bart Whatley" <[REDACTED]>, "mebaneaustin" <[REDACTED]>, "Sally Gaskin" <[REDACTED]>, "Megan Lasch" <[REDACTED]>
Sent: Tuesday, March 1, 2022 4:59:55 PM
Subject: Re: Cady Lofts

That is the next meeting and I believe it will be virtual. We will have a zoning committee meeting prior and working to set that up. Hugh

Alice Woods

From: Hugh Bender <[REDACTED]>
Sent: Thursday, March 3, 2022 7:33 AM
To: Alice Woods
Cc: Linda Guerrero; coan dillahunty; Bart Whatley; mebaneaustin; Sally Gaskin; Megan Lasch; Abby Penner
Subject: Re: Cady Lofts

Follow Up Flag: Follow up
Flag Status: Completed

Alice, thanks for the information. Given your timeline and the short time frame between getting the info and our next HNA meeting, we have decided to put you on the net HNA General Meeting agenda at 7pm as it is important to get this information out to the members quickly & correctly. Following that information meeting we will schedule the require Zoning & Development Committee Meeting. We will be in touch about the March 16th meeting details. Hugh

From: "AWoods" <[REDACTED]>
To: "Hugh Bender" <[REDACTED]>
Cc: "Linda Guerrero" <[REDACTED]> "coan dillahunty" <[REDACTED]>, "Bart Whatley" <[REDACTED]> "mebaneaustin" <[REDACTED]> "Sally Gaskin" <[REDACTED]>, "Megan Lasch" <[REDACTED]>, "Abby Penner" <[REDACTED]>
[REDACTED]
Sent: Wednesday, March 2, 2022 9:17:10 AM
Subject: RE: Cady Lofts

Hi Hugh,

The westernmost of the three sites is zoned SF-3-NP, the other two are zoned LO-MU-NP. We are seeking a zoning designation of MF-6-NP on all three sites. This is not a change in density or height from what we originally proposed, but we ran into a building coverage conflict, which is why we are seeking this new zoning category for all three lots instead of staying with LO-MU.

Please let me know if any further clarification is needed.



ALICE WOODS
Development Associate
Saigebrook Development | O-SDA Industries
AWoods[REDACTED] | C: 314.540.5355
5501-A Balcones Dr. #302 Austin, TX 78731

From: Hugh Bender <[REDACTED]>
Sent: Tuesday, March 1, 2022 5:11 PM
To: Alice Woods <[REDACTED]>
Cc: Linda Guerrero <[REDACTED]> coan dillahunty <[REDACTED]> Bart Whatley <[REDACTED]> mebaneaustin <[REDACTED]> Sally Gaskin <[REDACTED]> Megan <[REDACTED]>

Alice Woods

From: Alice Woods
Sent: Wednesday, March 16, 2022 4:27 PM
To: Coan Dillahunt
Cc: Hugh Bender; Linda Guerrero; Bart Whatley; mebaneaustin; Sally Gaskin; Megan Lasch; Abby Penner
Subject: RE: Cady Lofts

Coan, please find the link to our presentation for tonight below:

<https://www.dropbox.com/s/vvjykdltzcfkqo/Cady%20Hancock%20Presentation%20220316.pptx?dl=0>



ALICE WOODS
Development Associate
Saigebrook Development | O-SDA Industries
AWoods [REDACTED] | C: 314.540.5355
5501-A Balcones Dr. #302 Austin, TX 78731

From: Coan Dillahunt <[REDACTED]>
Sent: Wednesday, March 16, 2022 1:46 PM
To: Alice Woods <[REDACTED]>
Cc: Hugh Bender <[REDACTED]> Linda Guerrero <[REDACTED]> Bart Whatley <[REDACTED]> mebaneaustin <[REDACTED]> Sally Gaskin <[REDACTED]> Megan Lasch <[REDACTED]> Abby Penner <[REDACTED]>
Subject: Re: Cady Lofts

Hello Alice,

That sounds great. Will see you at the meeting today. Thanks again.

Best regards,

Coan

On Wed, Mar 16, 2022 at 11:05 AM Alice Woods <[REDACTED]> wrote:

Hi Coan,

Great, thank you.

We are still planning to send the presentation before the meeting but it might be later this afternoon- apologies we are still waiting on a couple of slides from our partners.

I will plan to control the slides for our team. Happy to jump on 5 minutes early to make sure all is working.

ALICE WOODS
Development Associate
Saigebrook Development | O-SDA Industries
[REDACTED] | C: 314.540.5355
5501-A Balcones Dr. #302 Austin, TX 78731

Alice Woods

Subject: Hancock NA Meeting
Location: <https://nasuni.zoom.us/j/99936179191?pwd=K3JMSjAvUzl5TDJLdVc2UVVRRUdXZz09&from=addon>
Start: Wed 3/16/2022 7:00 PM
End: Wed 3/16/2022 8:00 PM
Recurrence: (none)
Meeting Status: Meeting organizer
Organizer: Alice Woods
Required Attendees: Megan Lasch; Sally Gaskin
Optional Attendees: Abby Penner; Joy Horak-Brown; Emily Abeln

We will have 30 minutes to present.

Meeting <https://nasuni.zoom.us/j/99936179191?pwd=K3JMSjAvUzl5TDJLdVc2UVVRRUdXZz09&from=addon>
URL:
Meeting 999 3617 9191
ID:
Passcode:897982

Join by Telephone

For higher quality, dial a number based on your current location.

Dial: US: +1 346 248 7799

Meeting 999 3617 9191

ID:

Passcode:897982

Alice Woods

Subject: FW: Cmty Mtg: NPA-2022-0019.01.SH_1004 E. 39th St. (Central Austin Combined NP Area)

Start: Thu 4/7/2022 6:00 PM

End: Thu 4/7/2022 7:30 PM

Recurrence: (none)

Meeting Status: Accepted

Organizer: Meredith, Maureen

-----Original Appointment-----

From: Meredith, Maureen [REDACTED]

Sent: Thursday, March 17, 2022 10:31 AM

To: Meredith, Maureen; Walters, Mark; Megan Lasch; Abby [REDACTED]

Cc: Ikemefuna Enemkpali; Sally Gaskin; Joy Horak-Brown; Emily Abeln

Subject: Cmty Mtg: NPA-2022-0019.01.SH_1004 E. 39th St. (Central Austin Combined NP Area)

When: Thursday, April 7, 2022 6:00 PM-7:30 PM (UTC-06:00) Central Time (US & Canada).

Where:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 512-831-7858,,471940973#](#) United States, Austin

Phone Conference ID: 471 940 973#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Alice Woods

From: Hugh Bender [REDACTED]
Sent: Friday, April 8, 2022 10:50 AM
To: Alice Woods
Cc: Sally Gaskin; Megan Lasch; Abby Penner
Subject: Re: Cady Lofts

Follow Up Flag: Follow up
Flag Status: Completed

Alice, The HNA Zoning & Development Committee would like to have a meeting Wednesday April 20th at 7pm (zoom mtg) on your zoning request. Will you be able to have some representatives to present & answer questions. FYI - Email chatter by members is building rapidly the past two days. Thanks Hugh

From: "AWoods" <[REDACTED]>
To: "coan dillahunty" <[REDACTED]>
Cc: "Hugh Bender" <[REDACTED]>, "Linda Guerrero" <[REDACTED]>, "Bart Whatley" <[REDACTED]>, "mebaneaustin" <[REDACTED]>, "Sally Gaskin" <[REDACTED]>, "Megan Lasch" <[REDACTED]>, "Abby Penner" <[REDACTED]>

Sent: Wednesday, March 16, 2022 11:05:20 AM
Subject: Re: Cady Lofts

Hi Coan,

Great, thank you.

We are still planning to send the presentation before the meeting but it might be later this afternoon- apologies we are still waiting on a couple of slides from our partners.

I will plan to control the slides for our team. Happy to jump on 5 minutes early to make sure all is working.

ALICE WOODS

Development Associate

Saigebrook Development | O-SDA Industries
[REDACTED] | C: 314.540.5355
5501-A Balcones Dr. #302 Austin, TX 78731

On Mar 16, 2022, at 11:01 AM, Coan Dillahunty <[REDACTED]> wrote:

Hello Alice,

Just checking in before tonight's meeting. We've got you scheduled to present at 7:10 pm. Are you still planning to send the presentation before the meeting?

From: [Alice Woods](#)
To: [Hugh Bender](#)
Cc: [Sally Gaskin](#); [Megan Lasch](#); [Abby Penner](#)
Subject: RE: Cady Lofts
Date: Friday, April 8, 2022 11:39:00 AM
Attachments: [image001.png](#)

Hi Hugh,

This works for us. Would you like me to send a zoom invite or will you set this up?

Please let us know if there is any specific chatter that it would be helpful for us to address—we are always available to answer neighbors' questions.



ALICE WOODS
Development Associate
Saigebrook Development | O-SDA Industries
[REDACTED] C: 314.540.5355
5501-A Balcones Dr. #302 Austin, TX 78731

From: Hugh Bender [REDACTED]
Sent: Friday, April 8, 2022 10:50 AM
To: Alice Woods [REDACTED]
Cc: Sally Gaskin <[REDACTED]>; Megan Lasch <[REDACTED]>; Abby Penner <[REDACTED]>
Subject: Re: Cady Lofts

Alice, The HNA Zoning & Development Committee would like to have a meeting Wednesday April 20th at 7pm (zoom mtg) on your zoning request. Will you be able to have some representatives to present & answer questions. FYI - Email chatter by members is building rapidly the past two days. Thanks Hugh

From: "AWoods" <AWoods@Saigebrook.com>
To: "coan dillahunty" <coan.dillahunty@gmail.com>
Cc: "Hugh Bender" <hbender@bendertx.com>, "Linda Guerrero" <lhguerrero9@gmail.com>, "Bart Whatley" <bart.whatley@gmail.com>, "mebaneaustin" <mebaneaustin@aol.com>, "Sally Gaskin" <Sally@sgventures.net>, "Megan Lasch" <megan@o-sda.com>, "Abby Penner" <Abby@Saigebrook.com>
Sent: Wednesday, March 16, 2022 11:05:20 AM
Subject: Re: Cady Lofts

Hi Coan,

Great, thank you.

From: [Hugh Bender](#)
To: [Megan Lasch](#)
Cc: [Alice Woods](#); [Sally Gaskin](#); [Abby Penner](#); [coan.dillahunt](#)
Subject: Re: Cady Lofts
Date: Tuesday, April 19, 2022 8:10:58 PM
Attachments: [image001.png](#)

Megan, for tomorrow's 7 pm meeting. Members of the HNA are able to attend and participate in the first part of this meeting.

You are the only item on the agenda and we will give you the floor to provide a brief overview of the project but mostly to focus on the following - below. You may present and ask questions at the end or you may handle questions as you present- your choice.

- A brief overview of this affordable housing process with the COA vs regular process
- Update on the timeline for FLUM, Zoning Committee, City Council and other state approval
- Details on the Zoning Specifics requests
- Present the current site plan focusing on elevations, neighborhood impacts, and what parts of the plan are locked in stone and what could change in the future?

The last part of the meeting is for the 4 - four Committee members to discuss and make a recommendation that goes to the HNA membership. (HNA members and your staff may continue to watch but will not participate unless asked a question.)

We are going to try to keep this to an hour. Thanks Hugh

From: "Megan Lasch" <[REDACTED]>
To: "Hugh Bender" <[REDACTED]>, "AWoods" <[REDACTED]>
Cc: "Sally Gaskin" <[REDACTED]>, "Abby Penner" <[REDACTED]>
Sent: Wednesday, April 13, 2022 4:26:05 PM
Subject: RE: Cady Lofts

Hi Hugh,

Checking to see if we got a location nailed down for this meeting



MEGAN LASCH
President
O-SDA Industries, LLC
O: 512.383.5470 | C: 830.330.0762
[REDACTED] www.o-sda.com
5501-A Balcones Dr. #302 Austin, TX 78731

From: Hugh Bender <[REDACTED]>
Sent: Friday, April 8, 2022 10:50 AM
To: AWoods <[REDACTED]>
Cc: Sally Gaskin <[REDACTED]>; Megan Lasch <[REDACTED]>; Abby Penner <[REDACTED]>
Subject: Re: Cady Lofts

Alice, The HNA Zoning & Development Committee would like to have a meeting Wednesday April 20th at 7pm (zoom mtg) on your zoning request. Will you be able to have some representatives to present & answer questions. FYI - Email chatter by members is building rapidly the past two days. Thanks Hugh

From: "AWoods" <AWoods@Salgebrock.com>
To: "coan dillahunt" <coandillahunt@gmail.com>

Alice Woods

Subject: HNA Zoning Committee Meeting
Location: <https://nasuni.zoom.us/j/96400769934?pwd=ZkdWcGFicHV2TTV2TIBEV0xPMjIHUT09&from=addon>
Start: Wed 4/20/2022 7:00 PM
End: Wed 4/20/2022 8:00 PM
Recurrence: (none)
Meeting Status: Meeting organizer
Organizer: Alice Woods
Required Attendees: Alice Woods; Megan Lasch; Sally Gaskin
Optional Attendees: Abby Penner; Sally Gaskin; Meesha Afkami

Meeting

URL: <https://nasuni.zoom.us/j/96400769934?pwd=ZkdWcGFicHV2TTV2TIBEV0xPMjIHUT09&from=addon>

Join by Telephone: [+1 346 248 7799](tel:+13462487799)

Meeting ID: [964 0076 9934](#)

Passcode: 544338

Call to Order 7:00 pm

Members: Hugh Bender, Linda Guerreo, Bart Whatley, Bob Mebane

Guests: Cady Loft Developer Representatives
Alice Woods, Sally Gaskin, Megan Lasch, Abby Penner

CONSIDERATION:: Zoning Change Request for Cady Lofts Development 39th St

The westernmost of the three sites is zoned SF-3-NP, the other two are zoned LO-MU-NP. Cady Lofts is seeking a zoning designation of MF-6-NP on all three sites

- 1) Presentation on Cady Lofts Development and Operations
- 2) Questions and Discussion by members and then HNA members.
- 3) Action: Recommendation by the Zoning and Development Committee to the HNA General Membership
- 4) Adjourn Mtg

From: Coan Dillahunty <[REDACTED]>
Date: April 21, 2022 at 7:52:08 PM CDT
To: Megan Lasch <[REDACTED]>, Sally Gaskin <[REDACTED]>, lisa <[REDACTED]>
Cc: Bart Whatley <[REDACTED]>, "Bruce H. Fairchild" <[REDACTED]>, "Laura T." <[REDACTED]>
Subject: HNA Zoning Committee Meeting Follow-up

Dear Cady Lofts Team,

Thank you again for your presentation last night. It was interesting and provided new plans for us to review. I've attached two documents for your review:

- HNA Zoning 4-20-22 Recommendation.docx
- 04-21-22 HNA - Cady Lofts Letter.docx

The first attachment summarizes our Zoning Committee meeting last night, along with their recommendation to move the issue to the Hancock Neighborhood Association for further consideration. Based on that recommendation, the second attachment outlines the Hancock Neighborhood Association's request for both additional information and time to complete that analysis once we receive it.

Thank you,

Coan Dillahunty
Hancock Neighborhood Association President

Minutes of the meeting of the Hancock Neighborhood Association (“HNA”) Zoning Committee held April 20, 2022:

The Committee discussed the proposed ‘Cady Lofts’ project intended for 1004, 1006, 1008 39th St., Austin, Texas - parcels within the HNA boundaries. It entertained a presentation from one of the many developers involved, Megan Lasch. It had a question and answer period with members of the HNA and Ms. Lasch.

Wherefore, it was RESOLVED that inasmuch as the presentation by Ms. Lasch contained three different options (two of which had not been seen by HNA before) for the proposed project, the Committee advised that there was a need for the HNA to study more information and conduct further discussions with the development group and then to make a report to the HNA members and to City Staff, the Planning and Zoning Commission and City Council, and it was

FURTHER RESOLVED that in order to carry out such further review and necessary actions, the President of the HNA, in accordance with the powers of the President stated in the HNA’s Bylaws, should carry out further investigations and should discuss matters with relevant experts, the City of Austin, other agencies and neighborhood associations, prepare and submit reports as needed, and seek postponements of present hearings with the Planning and Zoning Commission and City Council.

Foregoing was approved by HNA Zoning Committee on April 20, 2022

Date: April 21, 2022

To: Sally Gaskin – Officer of SGI Ventures, Inc. - via email to [REDACTED]

To: Megan Lasch - Officer of O-SDA Industries LLC - via email to [REDACTED]

To: Lisa Stephens – Officer Saigebrook Development - via email to [REDACTED]

(all of the above are collectively referred to as the “Addressees”)

From: Hancock Neighborhood Association

Dear Addressees:

Re: “Cady Lofts” - 1004, 1006, 1008, East 39th St, Austin, Travis county, Texas, a large rental project of 100 units of 400 s.f. each on a small parcel - hereafter called the “Rental Housing Project”

Thank you for the presentation made last night by Megan Lasch. It was interesting and provided new information.

I just wanted to bring you up to date on a few things concerning the Rental Housing Project proposed for our neighborhood.

The Hancock Neighborhood Association (“HNA”) has been chartered to preserve the Hancock neighborhood as may be seen by the heading and title of our website at <https://www.hancockna.org>.

The Zoning Committee of the HNA met last night with one of the developers. After the meeting, it resolved that the President of the HNA should continue to investigate the nature of the proposed project, work with experts as necessary, and work with the City staff, agencies, commissions, and City Council as necessary. Please see attached recommendation.

This recommendation is in addition to the powers that the President of HNA already possesses under Article 10 of the HNA bylaws:

The President shall coordinate all activities of the Association. The President shall be in charge of the program and arrangements for all regular meetings. The President shall preside over Association meetings, appoint members to committees and the CANPAC representatives, establish ad hoc committees, assign duties to officers and members as required, and serve as the official representative for the Association. The President shall be responsible for receiving site plans and other zoning information at any time there is not a chairperson for the Zoning Committee. The President shall be responsible for attending and ensuring that a designate attend all meetings of the Austin Neighborhoods Council or its successor.

The historic character of HNA is well known to all in central Austin. In fact, in 2018, I wrote to Mr. Sadowsky at the City of Austin as follows:

Dear Mr. Sadowsky,
I am Co-chair of Hancock Neighborhood Local Historic District Committee and we were excited to hear about the opportunity to apply for this year's Texas Historical Commission grant program. The Hancock Neighborhood is the largest historic, architecturally intact neighborhood in the City of Austin

and we are doing our best to protect it from the ongoing threat of demolitions and preserve it for future generations.

I've attached our completed letter of intent to this email and look forward to hearing from you.

Best regards,

Coan Dillahunt

Co-chair, Hancock Local Historic District Committee

512-694-4388

Also, the bylaws of the HNA state that the HNA is charged as follows:

Article 4 - Purposes

The Purposes of the Association are:

- a) to improve the safety and quality of life in the neighborhood;
- b) to address matters of interest to Association members and non-member residents.
- c) to strengthen the influence of Association members and non-member residents of the neighborhood upon governmental and other entities in matters of interest to the neighborhood.

It has only recently come to the attention of the HNA that the addressees have submitted numerous documents to the City of Austin, TDHCA, HACA, and AAFC, some of which exceed 250 pages. We learned recently that unbeknownst to the HNA, Addressees have submitted documents concerning the Housing Project to the City of Austin concerning certain applications as far back as 2020. This indicates that the Housing Project has been planned for years in advance by Addressees - who have ample time to assemble documents and prepare presentations and submittals for City of Austin, TDHCA, HACA, and AAFC.

Additionally, the addressees have had numerous communications with these governmental groups over the last several months, preparing and submitting various documents, letters, and applications.

However, the HNA has only, within the last day become aware of new site plans and proposed zoning options for the Rental Housing Project, that differ in significant measure from earlier proposals, complicating our ability evaluate options and garner feedback from our residents.

The Hancock neighborhood is a quiet historic area that has for years maintained its unique character through SF-3 zoning.

Because of the foregoing, especially due to the charge of the HNA as per its Article 4 (mentioned above), the HNA must uphold its obligations to its Bylaws and to its neighborhood and assure that it has full and adequate information about the request for the zoning change and Houston Project, before it can make a final recommendation.

Therefore, the HNA respectfully formally requests the Addressees provide the HNA with the complete set of all documents that it has submitted to any government agency, among others. Specially, the HNA respectfully requests the Addressees provide the following to HNA as soon as reasonably practicable:

1. from 2020 to date, any and all documents concerning the Housing Project submitted to any department of the City of Austin, TDHCA, HACA, and AAFC, including all exhibits and attachments thereto.
2. from 2020 to date, any and all emails concerning the Housing Project sent to or received from any department of the City of Austin, TDHCA, HACA, and AAFC, including all exhibits and attachments thereto.
3. any expert reports concerning traffic flow and pedestrian use of streets or sidewalks

on I-35 feeder, Harmon St., 381/2 St., 39th St., 40th St. Wilbert St., Becker St., and Red River.

3. any site plan relating to the project.
4. all architectural drawings or blueprints relating to the project, including elevations and interior plans for each floor.
5. complete environmental Phase 1 or Phase 2 reports
6. complete title reports for all three lots showing the entire deed history of each lot, including deeds, easements, or deed restrictions

When HNA receives them, it will promptly review. In the meantime, so that HNA may make fully and adequately informed decisions, HNA is in the process of consulting with its own experts in affordable housing, historical issues, traffic flow, architecture, and engineering and legal.

Inasmuch as Addressees have had planning for this project started as far back as 2020, we are sure that the Addressees agree that HNA now needs a reasonable period of time to review all matters and submit their report and opinion to the Planning and Zoning Commissions and to City Council. The law entitles the owners in the area and HNA a fair and full notice of relevant information and a fair and full opportunity to assemble its own experts and the full and fair opportunity to be heard - we are sure that the Addressees would agree with that.

Therefore, we would respectfully formally request the Addressees to postpone all set hearings with the Planning and Zoning commission and City Council for at least 90 days from today's date. Will you agree to this 90-day postponement of both dates?

In addition, will you agree to provide the above documents to us? We would greatly appreciate it as it would save time and effort. Please advise.

Thank you.

Hancock Neighborhood Association
By its President: Coan Dillahunty

[REDACTED]

From: Megan Lasch

Sent: Friday, April 22, 2022 5:46 PM

To: 'Coan Dillahunt' [REDACTED]; Sally Gaskin [REDACTED]; Lisa [REDACTED]

Cc: Bart Whatley [REDACTED]; Bruce H. Fairchild [REDACTED]; Laura T. [REDACTED]

Subject: RE: HNA Zoning Committee Meeting Follow-up

Dear Hancock Neighborhood Association ("HNA"),

We are in receipt of your letter dated April 21, 2022, and request for additional information on the Cady Lofts community. We appreciate the engagement of the HNA in the zoning process for our Cady Lofts development.

While we do not feel our finance application is fully relevant to the zoning case at hand, below is a link to both the Pre-Application and Full TDHCA application.

We also do not feel a 90 day delay on the zoning case is warranted to review these finance applications. We are happy to continue to work with the neighborhood association through the zoning process on items such as ingress/ egress, architectural elements, landscaping, etc.

TDHCA 2022 Imaged app #22274 <https://www.tdhca.state.tx.us/multifamily/docs/imaged/2022-9-challenges/22274.pdf> and [22274.pdf \(state.tx.us\)](#)

Please feel free to reach out if you have any further questions or feedback on presentations made to date.

Have a nice weekend!

Megan

From: [Scott Morris](#)
To: [Alice Woods](#)
Cc: [sknapp@centralaustincdc.org](#), [flayne@centralaustincdc.org](#), [aclements@centralaustincdc.org](#), [info@centralaustincdc.org](#), [Megan Lasch](#)
Subject: Re: Cady Lofts TDHCA Application Notification
Date: Friday, January 7, 2022 3:04:20 PM
Attachments: [image001.png](#)

Dear Ms. Woods:

Thank you for reaching out. A mutual friend got in touch to let us know you needed evidence of notification. I'm sorry of our receipt of the email was delayed.

We have several programs under the Central Austin CDC that you may also be trying to reach, such as My Guadalupe and Friends of Sparky Park.

Good luck with the project.

Sincerely,

Scott Morris

--

Scott Morris
Central Austin Community Development Corporation
[smorris@centralaustincdc.org](#)
512-371-7961
[centralaustincdc.org](#)
[@cdcatx](#)
[@crimeatx](#)

On 2022-01-07 14:17, Alice Woods wrote:

Hello Central Austin CDC Executive Team,

Apologies for the multiple emails. As part of our TDHCA application, we are required to provide acknowledgement of receipt of this application notification, and for some reason I am not receiving an automatic delivery receipt from the email addresses associated with your organization.

Please could a member of the executive team acknowledge receipt of this email so that I can make sure it was received? Otherwise, we will need to send out a notification via certified mail by the end of the day.

Thank you for your help,



Alice Woods
Development Associate
Saigebrook Development | O-SDA Industries
[REDACTED] | C: 314.540.5355
5501-A Balcones Dr. #302 Austin, TX 78731

From: Alice Woods

Sent: Friday, January 7, 2022 1:59 PM

To: sknapp [REDACTED] flayne [REDACTED] aclements [REDACTED]

Cc: info [REDACTED] smorris [REDACTED]

Subject: Cady Lofts TDHCA Application Notification

Dear Official:

Cady Lofts, LLC is making an application for the Housing Tax Credit Program and possibly the Multifamily Direct Loan Program with the Texas Department of Housing and Community Affairs (TDHCA) for Cady Lofts to be located at the NWQ of E 39th St and N IH 35, Austin, TX 78751 in Travis County. The residential density of the Development, i.e., the number of Units per acre, is estimated at a maximum of 176.6. This proposed new construction development is an apartment community that will be a maximum of 130 units of which 120 units will be reserved for residents at or below 60% of Area Median Income or averaging up to 60% of Area Median Income. The proposed development will serve permanent supportive housing residents.

In the spring, TDHCA will hold public hearings in various locations around the state or virtually to gather input on Competitive Housing Tax Credit applications. The hearing schedule along with contact information for written public comment will be posted on TDHCA's Public Comment Center website (<http://www.tdhca.state.tx.us/public-comment.htm>) later this year. An interested party or Neighborhood Organization can provide comments on any and all applications at each hearing, or can provide written comments to the Department by email at HTCPC@tdhca.state.tx.us, or by mail at: Texas Department of Housing and Community Affairs, Public Comment - Multifamily Finance Division, P.O. Box 13941, Austin, TX 78711-3941.

Note that in order for input on Competitive Housing Tax Credit applications to be included in the materials relating to presentation for awards to be provided to the Governing Board of TDHCA, such input must be received by TDHCA by 5:00 p.m., Austin TX local time, on June 1, 2022.

Sincerely,

Lisa Stephens

Consultant, Saigebrook Development LLC

Representative for Cady Lofts, LLC

5501-A Balcones Dr. #302

Austin, TX 78731

Phone: (352) 213-8700

lisa@saigebrook.com

ALICE WOODS
Development Associate



Rental Housing Development Assistance Application

Cady Lofts



4c. SMART Housing Letter

5501-A Balcones Dr. #302
Austin, TX 78704



City of Austin

P.O. Box 1088, Austin, TX 78767
www.austintexas.gov/department/housing-and-planning

Housing and Planning Department

S.M.A.R.T. Housing Program

February 15, 2022

S.M.A.R.T. Housing Certification

SGI Ventures, Inc.

1004-1008 E. 39th St., Austin TX 78751 (ID 774)

TO WHOM IT MAY CONCERN:

SGI Ventures, Inc. (development contact Sally Gaskin; ph: 713-882-3233; email: sally@sgiventures.net) is planning to develop Cady Lofts, a **102-unit rental** development at 1004-1008 E. 39th St.

102 of the units will be leased to households at or below **80%** Median Family Income (MFI). The project will be subject to a minimum **5-year** affordability period after issuance of a certificate of occupancy, unless funding requirements are longer.

This development is seeking a zoning change from **SF-3-CO-NP** to **GR-MU-NP**. The applicant has submitted evidence of contacting the Hancock Neighborhood Association and Hyde Park Neighborhood Plan Contact Team advising them of their project. The applicant has indicated they will address any legitimate concerns of the neighborhood residents.

The Housing and Planning Department (HPD) certifies the proposed project meets the S.M.A.R.T. Housing standards at the pre-submittal stage. Since **21% (21)** of the units will serve households at or below **30% MFI**, **41% (42)** of the units will serve households at or below **50% MFI**, and **38% (39)** of the units will serve households at or below **60% MFI**, the development will be eligible for **100%** waiver of fees listed in Land Development Code, Chapter 25-1-704, as amended or other fees waived under a separate ordinance except for Austin Water Utility (AWU) Capital Recovery Fees. This development is fully in accordance with the requirements under the Texas Local Government Code, Chapter 395.16(g) and 42 U.S.C. Section 12745 (A)(1) as it relates to how housing qualifies as affordable housing and therefore 100% of the units will be eligible to receive Austin Water Utility Capital Recovery Fee (CRF) waivers. The expected fee waivers include, but are not limited to, the following fees:

AWU Capital Recovery Fees
Building Permit
Site Plan Review
Construction Inspection
Demolition Permit Fee

Concrete Permit
Electrical Permit
Subdivision Plan Review
Parkland Dedication Fee
(by separate ordinance)
Regular Zoning Fee

Mechanical Permit
Plumbing Permit
Zoning Verification
Land Status Determination
Building Plan Review

Prior to issuance of building permits and starting construction, the developer must:

- ◆ Obtain a signed Conditional Approval from the Austin Energy Green Building Program stating that the plans and specifications for the proposed development meet the criteria for a Green Building Rating. (Contact Austin Energy Green Building: 512-482-5300 or greenbuilding@austinenenergy.com).
- ◆ Submit plans demonstrating compliance with the required accessibility or visitability standards.

Before a Certificate of Occupancy will be granted, the development must:

- ◆ Pass a final inspection and obtain a signed Final Approval from the Green Building Program. (Separate from any other inspections required by the City of Austin or Austin Energy).
- ◆ Pass a final inspection to certify that the required accessibility or visitability standards have been met.
- ◆ An administrative hold will be placed on the building permit, until the following items have been completed: 1) the number of affordable units have been finalized and evidenced through a sealed letter from project architect and/or engineer, 2) a Restrictive Covenant stating the affordability requirements and terms has been filed for record at the Travis County Clerk Office.

The applicant must demonstrate compliance with S.M.A.R.T. Housing standards after the certificate of occupancy has been issued or repay the City of Austin, in full, the fees waived for this S.M.A.R.T. Housing certification.

Please contact me by phone 512.974.2108 or by email at alex.radtke@austintexas.gov if you need additional information.

Sincerely,



Alex Radtke, Project Coordinator
Housing and Planning Department

Cc: Kristin Martinez, AE

Jonathan Orenstein, AWU

Mashell Smith, ORS



Rental Housing Development Assistance Application

Cady Lofts



4d. MOU with ECHO – Sample Provided. Executed
Version to be Sent When Finalized

**Memorandum of Understanding (MOU) Between
Ending Community Homelessness Coalition (ECHO) and Rental Housing
Development Assistance (RHDA) Applicant**

I. OVERVIEW

- To qualify for a Continuum of Care unit, applicants will meet the following definition of homelessness:
 1. "Households that qualify as homeless under the HUD HEARTH Act ¹Homeless definition paragraph one: (i) those whose primary nighttime residence is not designed as a sleeping accommodation for human beings, (ii) those in shelter, transitional housing, or motels paid for by charitable organizations, and (iii) those exiting institutions after 90 days or less and who were previously homeless;" and
 2. Be referred through Coordinated Assessment.
- The owner/agent will dedicate X units to the Continuum of Care.

II. GENERAL ROLES

- The Owner/Agent will systematically alert ECHO of anticipated unit vacancies to be filled by the Continuum of Care, comply with the summary of time limitations outlined below, and comply with attached tenant screening criteria. Details outlined below.
- ECHO will assume responsibility for readying eligible homeless applicants to quickly apply to fill those vacancies and efficiently meet all requirements of the tenant screening and lease up process to the Owner/Agent's satisfaction. Details outlined below. Referred households will have the following characteristics:
 1. Homeless status has been certified
 2. Household matches the property's income, unit size restrictions, etc.
 3. Household has completed Coordinated Assessment
- For each referral, ECHO will identify the household as prioritized through the Coordinated Assessment system; individual household vulnerability and eligibility will be considered as part of the Coordinated Assessment process. ECHO will then pair that household with an appropriate support service program. These are support service programs, not governed by ECHO, that are often positioned to provide short term and/or long term support services to the households during their new tenancy that will promote their stability as tenants. Details outlined below.

¹ *The Homeless Emergency Assistance and Rapid Transition to Housing Act* (HEARTH); May 20, 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act .



III. RESPONSIBILITIES OF OWNER/AGENT

- Provide ECHO, in a separate email, the following documents at least 30 days prior to the start of application acceptance:
 1. Standard Application
 2. Standard Lease Agreement - including specifications regarding utility payments
 3. List of documents needed for a complete application
 4. Property rules related to smoking, parking, pets, etc.
- Email ECHO point of contact with timely notification of a vacancy that will be assigned as a CoC unit and provide relevant information about the vacant unit.
- Copy assigned support service provider on all communication with a homeless applicant. Note that ECHO will obtain a Release of Information for each household to allow this communication to proceed.
- Whenever possible, accept initial applications by secure email or fax in order to decrease the number of visits the applicant and service provider need to make to the property.
- Screen the batch of up to three referred applicants for eligibility and suitability in the order received from ECHO (i.e. Applicant #1 and Applicant #2).
- Alert ECHO, assigned support service provider, and applicants of any deficiencies in applications.
- Make an eligibility determination within 5 business days whenever possible.
- Ensure a general response time for all communications with the MOU partner of 1-2 business days.

IV. RESPONSIBILITIES OF ECHO

- Provide Owner/Agent with a batch of up to three applicants that meet the property's eligibility criteria within 5 business days of notification from the Owner/Agent of an available CoC unit. If the applicants are rejected or decline an offer of housing, ECHO can refer more applicants if requested by the Owner/Agent. If a suitable applicant is not identified within 30 business days, then the property may revert back to its standing waiting list to fill the vacancy.
- Provide the Owner/Agent with a complete referral package for each referral that includes:
 1. Completed housing application of the Owner/Agent.
 2. Required supporting documentation needed by the Owner/Agent to process applications::
 - a. Picture IDs for all adults
 - b. Income and asset documentation
 3. Verification of homelessness for CoC unit eligibility.
 4. Determination that household is most appropriate as determined by the Austin/Travis County Continuum-of-Care Coordinated Assessment process.

5. Release of Information from the referred households to authorize ECHO and the Owner/Agent to share information regarding the households' applications, including third party documents the development receives from doing third party verifications (i.e. bank statements, credit reports, etc).
 6. Contact information for assigned support service provider.
- Support the appropriate support service program in informing the applicants referred that this is only a referral and does not constitute an offer of housing and that the Owner/Agent will confirm eligibility for the housing and conduct a screening that will include a credit check, criminal background check, and landlord history check.
 - Support the appropriate support service program in accompanying the referred applicants for interviews with the Owner/Agent and lease signing at the property if the household needs that support.
 - For each referral, ECHO will identify the household as prioritized through the Coordinated Assessment process; individual household vulnerability and eligibility will be considered as part of the Coordinated Assessment process. ECHO will then pair that household with an appropriate support service program. These are support service programs, not governed or guaranteed by ECHO, that are often positioned to provide short term and/or long term human services to the households during their new tenancy that will promote their stability as new tenants.
 - Ensure a general response time for all communications with the MOU partner of 1-2 business days.
-

V. SUMMARY OF TIME LIMITATIONS TO COORDINATION

Party	Step	Time Limitation
Owner/Agent	Email announcement of vacancy to be dedicated to homeless preference	Immediately upon vacancy - or as soon as anticipated
ECHO	Submit up to 3 referrals to fill vacancy in a ranking order for consideration	5 business days
Owner/Agent	Announce eligibility determination	5 business days
ECHO	Second attempt to fill unit before vacancy may go to general waiting list	5 business days
All parties	General response time for all communications between parties	1-2 business days

VI. ESTABLISHED POINTS OF CONTACT

ECHO Point of Contact

Name: Bree Williams

Title: Director of Community Housing

Phone: 512-940-9690

Email: breewilliams@ austinecho.org

Address:

Website: www.austinecho.org

RHDA Applicant Point of Contact

Name:

Title: Owner

Phone:

Email:

Address:

Website:

VII. VACANCY INFORMATION

Vacancy Accommodation Details

Property Name

Contact Person

Phone

Email

Date Unit is ready for occupancy

Number of bedrooms

Utilities tenant is responsible for

Is this a first floor or elevator unit

Is this an accessible unit

Anything else a applicant should know about the unit

VIII. MOU ATTACHMENTS

- RHDA Applicant should attach the following to this MOU:
 1. Rental Application and related document requirements, if available
 2. Standard Lease and utility payment specifications, if available

- ECHO should attach the following to this MOU:
 1. CoC Unit Screening Criteria
 2. Sample Release of Information

IX. MOU SIGNATURES

ECHO

Name:

Title: Executive Director

Phone:

Email:

Address:

Website: www.austinecho.org

Signature:

Date:

RHDA Applicant

Name:

Title: Owner

Phone:

Email:

Address:

Website:

Signature:

Date:



Rental Housing Development Assistance Application

Cady Lofts



4e. Resident Services

5501-A Balcones Dr. #302
Austin, TX 78704



New Hope Housing

Supportive Services Plan

Elevating a life takes more than a roof and four walls. It also takes supportive empowerment services, which New Hope Housing administers through our own provided Resident Services Program (RSP). All empowerment services offered through our RSP are optimal for the residents and provided at no charge. As individuals benefit from the RSP, they are empowered to achieve self-sufficiency and succeed in the larger community. This program is not funded out of the property's operating budget, but rather funds are raised 100% from private donors.

Currently, the program is led by a full-time Resident Services Director who manages the following full-time positions: one (1) Resident Programs Assistant, two (2) Case Managers, one (1) Family Support Specialist, and seven (9) Service Coordinators. New Hope's RSP supports all of our developments, and will expand to include our new development. The following detailed Empowerment Services Plan has been formally in place since year 2005.

The RSP follows a three-pronged approach that is designed to address the multi-faceted needs of our residents. Empowerment services include: (1) support from the licensed chemical dependency counselors, certified on-site case managers, and information and referral specialists; (2) direct assistance with basic necessities and financial services that promote stability in the lives of residents; and, (3) educational and recreational opportunities for spiritual and social wellbeing. Supportive housing services offer access to alcohol and drug counseling, mental health counseling, and services by health care providers. This approach is both a cost effective way of performing New Hope's mission and it saves the community substantial sums because we provide dignified, supportive housing + services that lift Houstonians from homelessness (or at-risk of) to stability.

In following our supportive housing services model, New Hope's Resident Services staff developed a comprehensive services delivery plan that includes provision of the following:

- Case management and counseling (alcohol/drug and mental health)
- Information and referral
- Rental subsidies
- Assistance with medications, food and basic household essentials
- Financial management training and credit/debt counseling
- Computer skills building
- Legal assistance
- GED preparation + test
- Resume building and job preparation
- Hurricane preparedness
- Health and nutrition courses
- Mobile medical services
- Housekeeping
- Sobriety meetings and support groups
- Bible studies and book clubs
- Holiday meals
- Arts & craft classes
- Movie and game nights
- Hot dog/ice cream socials

This direct support allows New Hope to circumvent any problems that may arise as a result of being poor, elderly, and/or suffering from mental health disabilities. Our RSP design has been created based on the diverse needs of our residents – as they vary amongst all of our properties.

Upon moving in to a New Hope property, residents must meet with a RSP staff member in order to receive their mailbox key. This ensures all residents receive a needs assessment. Program staff works with them to identify and prioritize their areas of need and the resources available. Using this information, they develop a personal life plan for remaining in stable housing. Of course, all services are FREE and voluntary.

The on-site property management staff works closely with the Resident Services staff (who acts as the project administrator) to help integrate new residents into the SRO community.

Financial Literacy and Money Management Training

It is not enough to simply place individuals in housing. They must be equipped with the resources and tools to remain in stable housing. If the average New Hope SRO resident earns less than \$10,000 per year and also experiences issues with substance abuse, financial management, or lack of education, then their ability to achieve self-sufficiency is at an even greater risk.

The Resident Services Program staff offers themselves and also collaborates with area banks and individual volunteers, who are experienced in the field of financial literacy training and money management. Training includes opening a checking/savings account and balancing a check book; reading bank statements; educating residents on ways to save/invest; on-line banking; credit counseling, which includes an overview of credit and credit reports and counseling to repair credit; budgeting; consumer awareness; and, early signs of debt problems and planning strategies. Tax preparation assistance is also offered. Better Business Bureau credit counseling services are also offered to residents.

Bona Fide Service Coordinator/Social Worker Available

Under the umbrella of our RSP, the Service Coordinator/Social Worker coordinates access to important community services (whether offered in-house or off-site) and is a key figure to whom residents can turn if they face special difficulties. They are on site 5 days per week (shifts vary so staff is onsite every day of the week), and have on-call service, if needed.

Once an individual is accepted as a New Hope resident, they meet with a service coordinator/social worker for a needs assessment. They work with residents to identify and prioritize their areas of need and the resources available. Using this information, they develop a personal life plan/treatment plan for remaining in stable housing. Depending on personal circumstances, the plan may include a work plan, savings plan, and an earnings plan, which would be coordinated with the financial literacy classes.

Their individual development plan puts into place benchmarks for achievement in key areas of their lives – personal, health, economic and socialization. Regular follow-up visits are conducted to monitor progress and evaluate effectiveness of the program as it pertains to each individual. At each step of meeting their benchmarks, they refine and strategize – if necessary. If they encounter problems along their path, they are not kicked off the road, but rather equipped with tools and resources to remain on the path of their life plan.

Services Economically Empower Residents

The services we provide our residents each economically empower our residents. The RSP serves such a vital role in helping individuals get out of that vicious cycle of homelessness. They are able to benefit from services that guide them to live on limited incomes, or prevent them from losing their jobs and earning more income that then helps them stabilize their lives, and move to market rate housing or reconnect with families and friends.

A unique benefit of New Hope's Empowerment Services Plan is that it caters to two groups of vulnerable individuals living on extremely limited incomes: those whose long-range special needs require permanent housing with some type of ongoing support service, and those whose need is for transitional housing while they work with our RSP to get their lives back on track. By living in a stable environment and having access to empowerment/support services, residents are able to build their own skills and knowledge and become economically empowered.

By having access to financial literacy training and life skills classes, residents gain professional development and life skills to help them secure employment and maintain employment, which can lead to the potential increase in income and benefits; learn how to better structure their finances so they can pay off any debt and maintain finances so that they can have a healthy, viable, and productive future; and, by living in an environment where they can receive drug and alcohol counseling, a resident can learn to live a life of sobriety and off the streets. When sober and healthy, residents can make more intelligent financial decisions.

By having access to these empowerment services, residents strengthen their professional, legal, and health skills so that they can sustain their path of self-sufficiency. Realizing the path of our residents is not always a straight path, the RSP acts as a cushion along the way to help them move forward. They help eliminate obstacles in order to achieve goals, learning the best way to work through problems without reverting back to old habits.

It is important to note that our residents are not in a shelter. They come to New Hope at a different point in their lives where they desire self-sufficiency and stability, and we are able to offer them the resources to help achieve their personal goals – economically empowering them.

How tenants/program participants are notified of availability of services:

As part of new resident orientation, individuals are informed of New Hope's RSP and the empowerment services offered. As previously stated, in order to receive their mailbox keys, residents must meet with a RSP staff member. Additionally, a sign-up sheet is maintained at the front desk, which is staffed 24/7, for residents to schedule meetings with RSP staff.

All residents are notified of available services and scheduled activities in a variety of ways: posting on bulletin boards, which are located in common areas where residents pass on a regular basis, as well as brochures and flyers made available at the front desk. For each program/class that is offered, flyers are also posted on the doors of each resident unit.

How New Hope will ensure delivery of services to the tenants:

New Hope will ensure delivery of services to the tenants throughout the compliance period at no charge to the resident. Resident services staff will direct/administer the training classes; provide instructional materials for the life skills and education services; and, offer follow-up counseling. Resident services staff also track participation and outcomes through a social services software system.



Rental Housing Development Assistance Application

Cady Lofts



5a. Appraisal - To be provided prior to land closing



Rental Housing Development Assistance Application

Cady Lofts

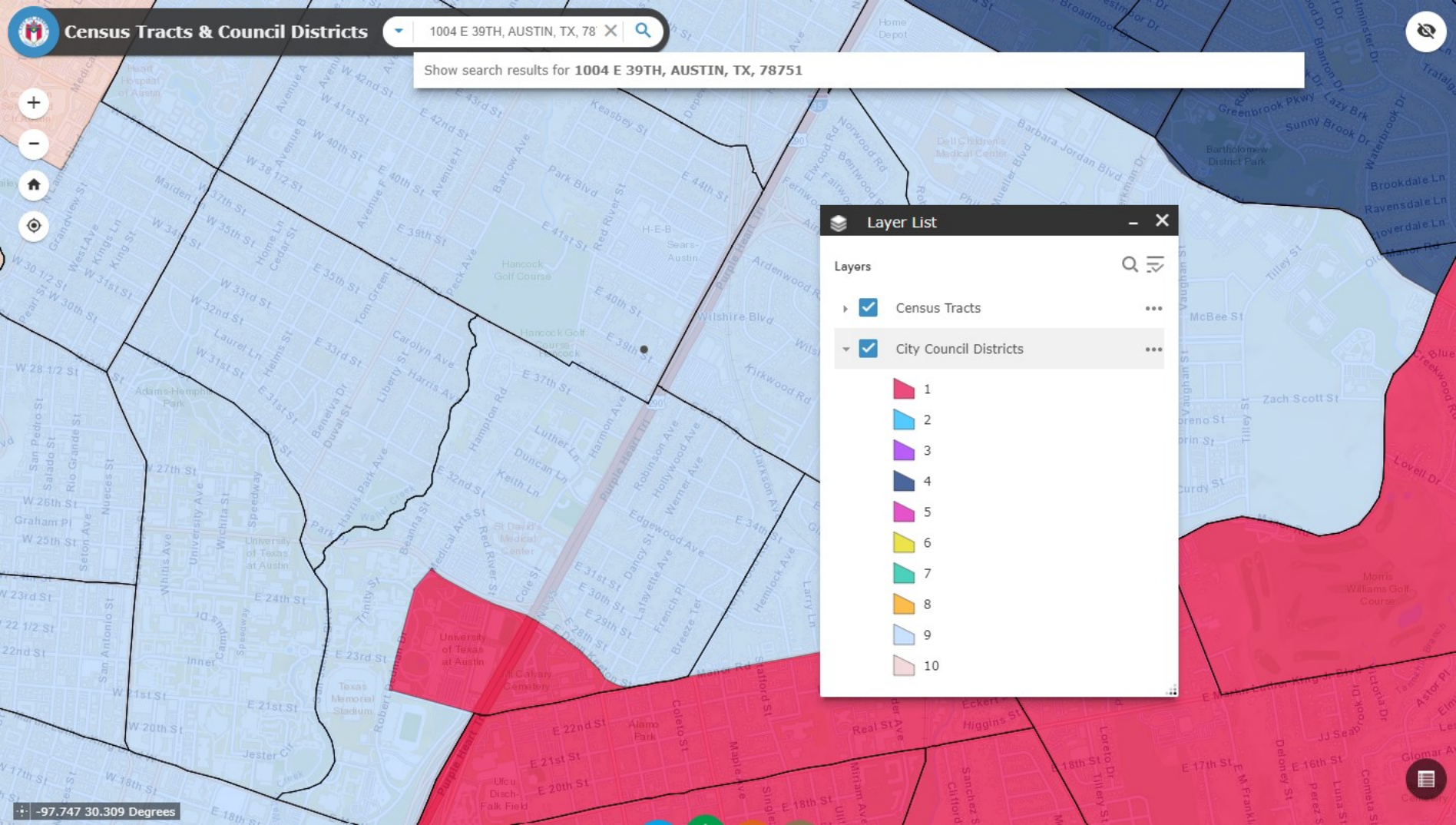


5b. Property Maps

5501-A Balcones Dr. #302
Austin, TX 78704



Show search results for 1004 E 39TH, AUSTIN, TX, 78751



Layer List

Layers

☒ Census Tracts

☒ City Council Districts

1

2

3

4

5

6

7

8

9

10





Opportunity Values

1004 E 39TH, AUSTIN, TX, 78751

Show search results for 100...

Legend

High Opportunity



Emerging Opportunity



Search result








1004 E 39TH, AUSTIN, TX, 78751

[Zoom to](#)

Show search results for **100...**

Legend

Gentrification_RHDAHODA_view

-  Susceptible
-  Early: Type 1
-  Dynamic
-  Late
-  Continued Loss
-  Missing Home Value Data
-  Not Gentrifying

Search result

1004 E 39TH, AUSTIN, TX, 78751

[Zoom to](#)

Show search results for 100...

Legend

2016 Mobility Bond Corridor Projects

- Construction Eligible Corridor
- - - Preliminary Engineering and Design

Mobility Bond Corridor: 1/2-Mile Buffer



Imagine Austin Center: 1/2-Mile Buffer



Imagine Austin Corridor: 1/2-Mile Buffer



Search result

1004 E 39TH, AUSTIN, TX, 78751

[Zoom to](#)



Transit

1004 E 39TH, AUSTIN, TX, 78751

Show search results for 100...



Legend

High Frequency Bus Routes: 1/4-Mile Buffer



Bus Routes: 3/4-Mile Buffer



Search result

1004 E 39TH, AUSTIN, TX, 78751


[Zoom to](#)

Show search results for 100...




Legend - X


Healthy Food



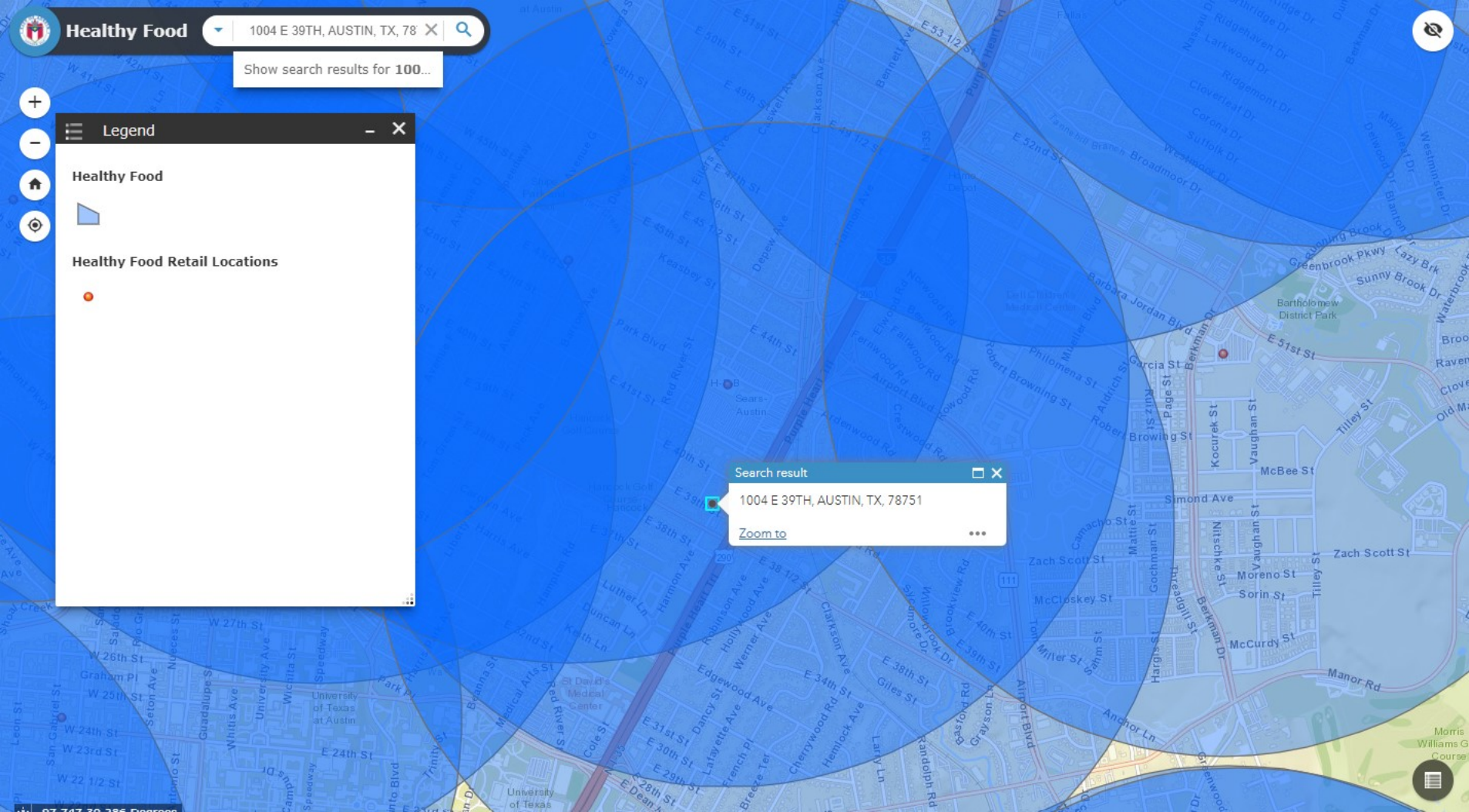
Healthy Food Retail Locations



Search result 🗖 X

 1004 E 39TH, AUSTIN, TX, 78751

[Zoom to](#) ...





1004 E 39TH, AUSTIN, TX, 78751

Show search results for 100...



Legend

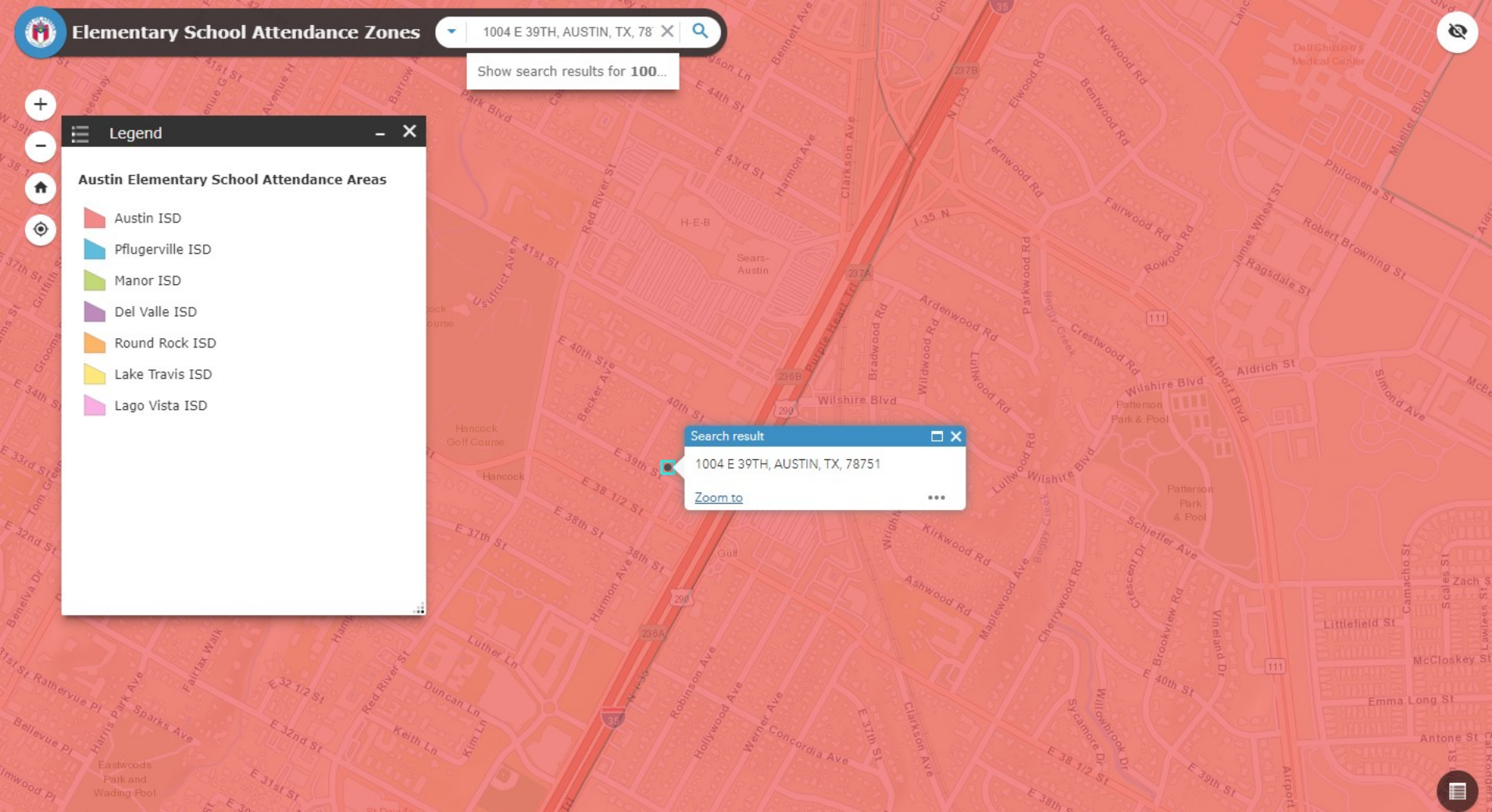
Austin Elementary School Attendance Areas

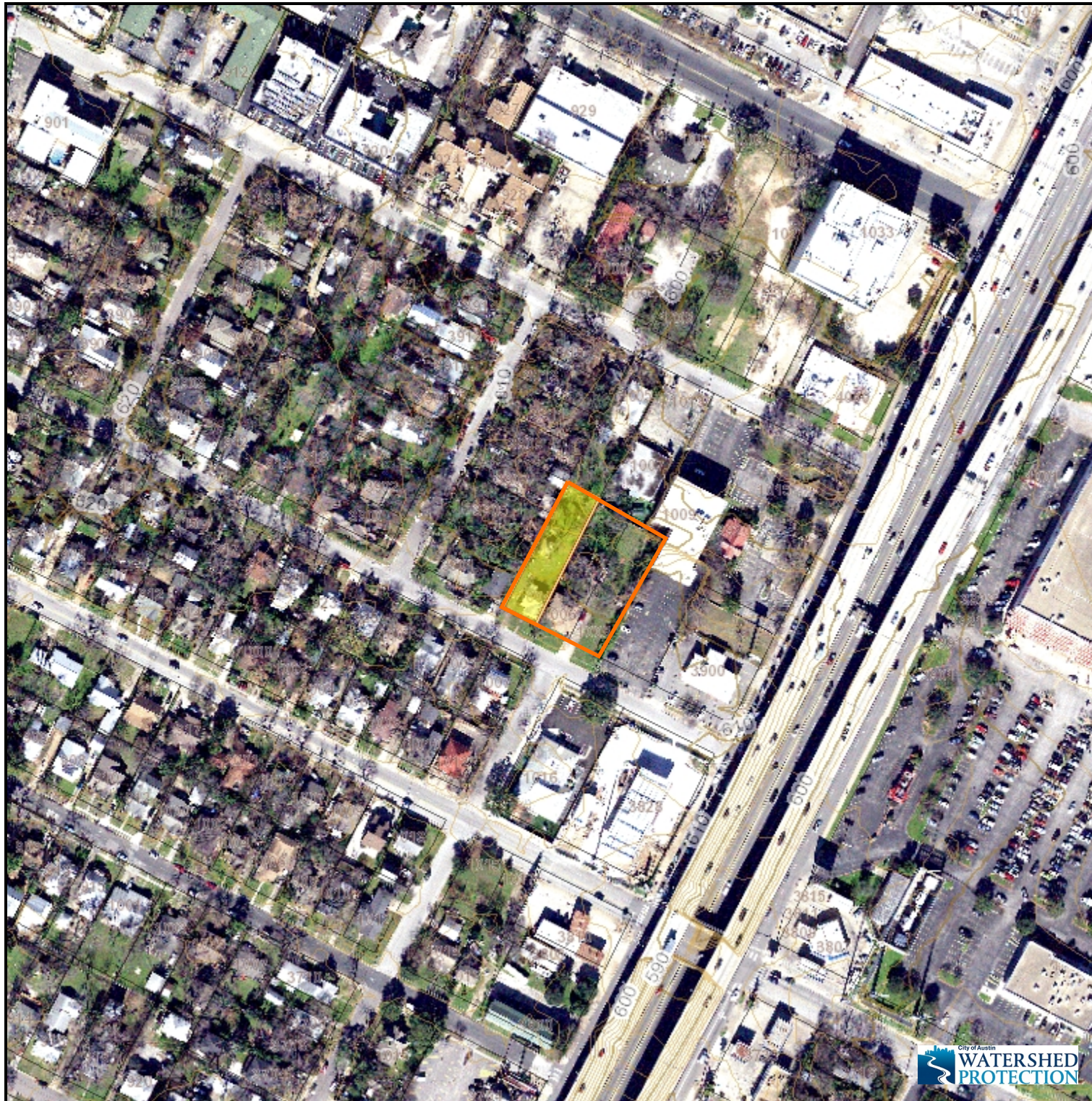
- Austin ISD
- Pflugerville ISD
- Manor ISD
- Del Valle ISD
- Round Rock ISD
- Lake Travis ISD
- Lago Vista ISD

Search result

1004 E 39TH, AUSTIN, TX, 78751

[Zoom to](#)





FEMA Floodplains

The City of Austin Watershed Protection Department produced this product for informational purposes. It is not intended for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative locations of property boundaries. No warranty is made by the City of Austin regarding specific accuracy or completeness. Final determination of the floodplain status for a property must be based on a topographic survey by a Texas registered professional. For regulatory purposes, 100-Year floodplain elevations must be determined from an engineering model created in accordance with the Drainage Criteria Manual and approved by the City of Austin.

0 200 400 Feet



Prepared: 4/21/2022

Address

Contour

Index

Intermediate

Parcel

FEMA Floodplain

100 Year (Detailed-AE)

100 year (Shallow-AO)

100 Year (Approx-A)

X Protected by Levee

500 Year

Outside Austin City Limits



Rental Housing Development Assistance Application

Cady Lofts



5c. Zoning Verification Letter

5501-A Balcones Dr. #302
Austin, TX 78704



City of Austin

P.O. Box 1088, Austin, TX 78767

<https://www.austintexas.gov/department/housing-and-planning>

Housing and Planning Department

February 24th, 2022

Sally Gaskin
5501-A Balcones Dr #302
Austin, TX 78731

Re: Zoning Verification for the Property located at 1004, 1006 and 1008 E 39th Street 78751, Austin, Travis County, Texas

Dear Ms. Gaskin:

This letter is to confirm that the property located at 1004, 1006 and 1008 E 39th Street 78751, Austin, Texas is zoned SF-3 and LO-MU-NP.

Under the SF-3 and LO-MU-NP classification applicable to this property, multi-family residential development is not permitted; however, this site is the subject of an application for the City's Affordability Unlocked Program (AU Program), which is a residential affordable housing development bonus program. *See Division 4 (Affordability Unlocked Bonus Program) in Article 15 of City Code Chapter 25-1.* The AU program makes a qualifying development a permitted use in a commercial base zoning district.

This property is also in process for a zoning change to MF6-NP. If the base zoning district change is approved, this site will remain eligible for the AU Program.

If the current application meets all program requirements, the proposed development will be eligible to be certified as a qualifying development. If certified under the AU Program, the site can be developed as multifamily housing.

Sincerely,

Alex Radtke, Project Coordinator
Housing and Planning Department



Rental Housing Development Assistance Application

Cady Lofts



5d. Proof of Site Control

5501-A Balcones Dr. #302
Austin, TX 78704



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:

Seller: Nathan H. Leistico & Kent R. Leistico

Address: ~~XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX~~ 7400 Two Jacks Trail, Round Rock, TX 78681

Phone: _____ E-mail: _____

Fax: _____ Other: _____

Buyer: O-SDA Industries, LLC, its successors and/or assigns

Address: 5501-A Balcones Dr. #302, Austin, TX 78731

Phone: (512)383-5470 E-mail: megan@o-sda.com

Fax: _____ Other: lisa@saigebrook.com

2. **PROPERTY:**

- A. "Property" means that real property situated in Travis County, Texas at 1004-1008 E. 39th Street, Austin, TX 78751 (address) and that is legally described on the attached Exhibit A or as follows:

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

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____

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

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

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

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

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

A. Cash portion payable by Buyer at closing \$ 2,875,000.00

B. Sum of all financing described in Paragraph 4 \$ _____

C. Sales price (sum of 3A and 3B) ^{DS} \$ 2,875,000.00

(TXR-1801) 09-01-21

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

Page 1 of 15

1004-1008 E. 39th Street, Austin, TX 78751

Commercial Contract - Improved Property concerning _____

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- ☐ A. Third Party Financing: One or more third party loans in the total amount of \$ _____. This ~~See Addendum to Commercial Contract - Improved Property~~ 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 ~~Improved 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 \$ _____.
- ☐ C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. EARNEST MONEY: ^{business}

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$20,000.00 as earnest money with Stewart Title of Austin, LLC (title company) at 901 S. MoPac Expwy, Bldg III, Ste 100, Austin, TX 78746 (address) Mandy Dean-Knotts (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ 15,000.00 with the title company to be made part of the earnest money on or before:
- ☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- ☒ (ii) 3 business days after Buyer's right to terminate under Paragraph 7B expires.
- Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH: See Addendum to Commercial Contract - Improved Property**A. Title Policy:**

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☐ (a) will not be amended or deleted from the title policy.
- ☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.
- (3) Within _____ 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.

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

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Commercial Contract - Improved Property concerning 1004-1008 E. 39th Street, Austin, TX 78751**B. Survey:** Within _____ days after the effective date: See Addendum to Commercial Contract - Improved Property

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☐ Buyer (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.

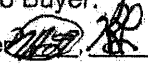
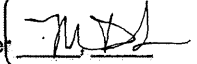
C. UCC Search:

- ☐ (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- ☐ (2) Buyer does not require Seller to furnish a UCC search.

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

- (1) Within _____ days after Buyer receives the 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 cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

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

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: N/A

B. Feasibility Period: Buyer may terminate this contract for any reason within _____ days after the effective date (feasibility period) by providing Seller written notice of termination. See Addendum to Commercial Contract - Improved Property

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

☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

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

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

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from

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Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 14 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)* to the extent in Seller's reasonable possession or control
- ☒ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
 - ☒ (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
 - ☒ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
 - ☒ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - ☒ (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
 - ☒ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
 - ☒ (g) copies of all current warranties and guaranties relating to all or part of the Property;
 - ☒ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
 - ☒ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
 - ☒ (j) a copy of the "as-built" plans and specifications and plat of the Property;
 - ☒ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
 - ☐ (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
 - ☒ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
 - ☒ (n) real and personal property tax statements for the Property for the previous 2 calendar years;
 - ☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
 - ☒ (p) copies of any other documents in Seller's reasonable possession or control relating to the Property

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

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

Commercial Contract - Improved Property concerning

1004-1008 E. 39th Street, Austin, TX 78751**8. LEASES:**

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
- (1) any failure by Seller to comply with Seller's obligations under the leases;
 - (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
 - (3) any non-occupancy of the leased premises by a tenant;
 - (4) any advance sums paid by a tenant under any lease;
 - (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
 - (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.
- B. **Estoppel Certificates:** Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of 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.

9. BROKERS:

- A. The brokers to this sale are:

Principal Broker: Lone Star Appraisals & Realty, Inc.Cooperating Broker: Mathias PartnersAgent: Chris GriesbachAgent: Michael LevyAddress: 12343 Hymeadow Dr., Suite 3DAddress: 3660 Stoneridge Rd., Bldg. E, Ste. 104Austin, TX 78750Austin, TX 78746Phone & Fax: (512)260-1221Phone & Fax: (512)637-6957E-mail: cglar@gmail.comE-mail: mlevy@mathiaspartners.comLicense No.: 9009092License No.: 602940

Principal Broker: (Check only one box)

Cooperating Broker represents Buyer.

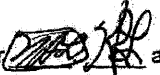
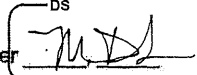
- ☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

- B. **Fees:** (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- ☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- ☒ (2) At the closing of this sale, Seller will pay:

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Commercial Contract - Improved Property concerning 1004-1008 E. 39th Street, Austin, TX 78751Principal Broker a total cash fee of:
☒ 3.000 % of the sales price.Cooperating Broker a total cash fee of:
☒ 3.000 % of the sales price.

The cash fees will be paid in Travis 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.

☒ May 31, 2022 (specific date).

☒ See Addendum to Commercial Contract - Improved Property

(2) 7 days after objections made under Paragraph 6D have been cured or waived.

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

- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
- (3) an assignment of all leases to or on the Property;
- (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) service, utility, maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
- (5) a rent roll current on the day of the closing certified by Seller as true and correct;
- (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
- (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

- E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company.

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- (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 Addendum to Commercial Contract - Improved Property

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

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
 - (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
 - (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

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

- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
- (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

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

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

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

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;

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- (3) any environmental hazards or conditions that materially affect the Property;
- (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
- (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
- (6) any wetlands, as defined by federal or state law or regulation, on the Property;
- (7) any threatened or endangered species or their habitat on the Property;
- (8) any present or past infestation of wood-destroying insects in the Property's improvements;
- (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
- (10) any material physical defects in the improvements on the Property; or
- (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

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


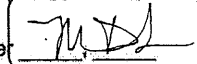
- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

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

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
 - ☒ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Condominium Addendum (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 Hazards (TXR-1906);
 - ☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (8) Addendum for Coastal Area Property (TXR-1915);
 - ☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
 - ☐ (10) Information About Brokerage Services (TXR-2501);
 - ☐ (11) Information About Mineral Clauses in Contract Forms (TXR-2509);
 - ☐ (12) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID);

(TXR-1801) 09-01-21

Initialed for Identification by Seller  and Buyer 

Page 11 of 15

Commercial Contract - Improved Property concerning 1004-1008 E. 39th Street, Austin, TX 78751☒ (13) Addendum to Commercial Contract - Improved Property

(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 ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.


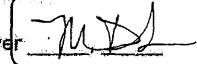
23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which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

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

(TXR-1801) 09-01-21

Initialed for Identification by Seller  and Buyer 

Page 12 of 15

Commercial Contract - Improved Property concerning 1004-1008 E. 39th Street, Austin, TX 78751

- 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 ~~XXXXXX XX XX~~, the offer will lapse and become null and void.

December 15, 2021

[Handwritten signature]

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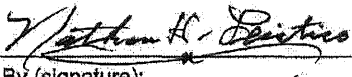
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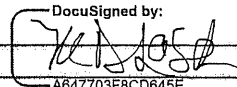
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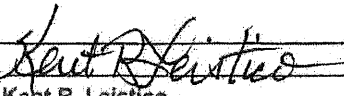
READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT your attorney BEFORE signing.**

Seller: Nathan H. Leistico & Kent R. Leistico

O-SDA Industries, LLC, its successors and/or
Buyer: assigns

By: 
By (signature): _____
Printed Name: Nathan H. Leistico
Title: _____

By: _____
By (signature): 
Printed Name: Megan D. Lasch
Title: Sole Member and Sole Manager

By: _____
By (signature): 
Printed Name: Kent R. Leistico
Title: _____

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

Commercial Contract - Improved Property concerning 1004-1008 E. 39th Street, Austin, TX 78751

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

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

☐ \$ _____, or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

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

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: Bruce T. Morrison
Attorney and Counselor at Law

Address: 12322 Wycliff Ln
Austin TX 78727-5218
Phone & Fax: (512)343-8830 (512)343-2118

E-mail: bruce@brucemorrisonlaw.com

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

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

Buyer's attorney: Robert Cheng
Shutts & Bowen, LLP

Address: 200 S Biscayne Blvd Ste 4100
Miami FL 33131-2362
Phone & Fax: (305)415-9083

E-mail: rcheng@shutts.com

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

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

ESCROW RECEIPT

The title company acknowledges receipt of:

☒ A. the contract on this day 12-14-2021 (effective date);
☒ B. earnest money in the amount of \$ 20,000 in the form of wire
on 12-17-2021.

Title company: Stewart Title of Austin

By: Mandy Dean-Knoth

Assigned file number (GF#): _____

Address: 901 S Mopac Expy Bldg 3, Ste 100

Austin TX 78748

Phone & Fax: 512-472-9231 / (fx) 512-472-3101

E-mail: team.knoth@stewart.com



EXHIBIT A

1004 E. 39th Street (PID 211882)

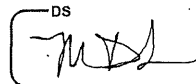
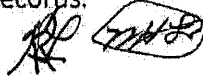
West 52.5 feet of the South 207.2 feet of Lot 1, Block 9, PLAINVIEW HEIGHTS, a subdivision of Outlot 20 and a part of Outlot 21 in Division "C" in the City of Austin, Travis County, Texas, recorded in Volume 390, Page 248, Travis County Deed Records, being conveyed to Vickie J. Dodson, in Document No. 20080099328, Travis County Deed Records; said tract being more particularly described by metes and bounds.

1006 E. 39th Street (PID 211881)

Central 52.28 feet of the South 207.2 feet of Lot 1, Block 9, PLAINVIEW HEIGHTS, a subdivision of Outlot 20 and a part of Outlot 21 in Division "C" in the City of Austin, Travis County, Texas, according to the map or a Resubdivision of said Block 9 recorded with that certain partition deed of record in Volume 380, Pages 248-251 of the Travis County Deed Records, described more particularly by metes and bounds; and being the same and identical land as conveyed to Allen H. Leistico, et ux by deed from Joe Furham in deed dated May 3, 1952, recorded in Volume 1260, Pages 46-47 of the Travis County Deed Records.

1008 E. 39th Street (PID 211880)

East 52.89 feet of the South 207.2 feet of Lot 1, Block 9, PLAINVIEW HEIGHTS, a subdivision of Outlot 20 and a part of Outlot 21 in Division "C" in the City of Austin, Travis County, Texas, according to the map or a Resubdivision of said Block 9 recorded with that certain partition deed of record in Volume 380, Pages 248-251 of the Travis County Deed Records, described more particularly by metes and bounds; and being the same and identical land as conveyed to Allen H. Leistico, et ux by deed from Joe Furham in deed dated May 3, 1952, recorded in Volume 1260, Pages 46-47 of the Travis County Deed Records.



ADDENDUM TO COMMERCIAL CONTRACT - IMPROVED PROPERTY

THIS ADDENDUM TO COMMERCIAL CONTRACT - IMPROVED PROPERTY (this "Addendum") is by and between **KENT R. LEISTICO** and **NATHAN H. LEISTICO** ("Seller"), whose office address is ~~1902 Hornsby St., Austin, Texas 78733-2185~~, and **O-SDA INDUSTRIES, LLC**, a Texas limited liability company, its successors and/or assigns ("Buyer"), whose office address is 5501-A Balcones Drive, #302, Austin, Texas 78731. The effective date of this Addendum shall be the date that this Addendum is fully executed by Seller and Buyer (the "Effective Date"). Seller Address: 7400 Two Jacks Trail, Round Rock, TX 78681

WHEREAS, Seller and Buyer are parties to that certain Commercial Contract - Improved Property of even date herewith (the "Contract");

WHEREAS, Seller and Buyer desire to modify and supplement the Contract as more particularly set forth herein.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree that the Contract is hereby modified and supplemented to include the following provisions:

1. Feasibility Period. Notwithstanding anything contained in Section 7 of the Contract, Buyer may terminate the Contract and this Addendum for any reason prior to 5:00 p.m. Central Time on January 31, 2022 (the "Feasibility Period").
2. Title Commitment. Notwithstanding anything contained in Section 6 of the Contract, the following provisions shall govern and control Buyer's review of and objection to title to the Property:

(a) Within the Feasibility Period, Buyer may, at its sole expense, obtain (i) a title insurance commitment (the "Title Commitment") for a fee owner's title insurance policy covering the Property (the "Title Policy") from a title insurance company selected by Buyer (the "Title Company") and (ii) a survey of the Property (the "Survey"). Buyer shall pay any and all premiums associated with such Title Policy to be obtained by Buyer at Closing.

(b) Buyer shall, no later than the end of the Feasibility Period, notify Seller in writing specifying any objections to matters shown on the Title Commitment or the Survey (the "Title Objections"). Any matters on the Title Commitment or the Survey that Buyer does not timely object to, and which are not items set forth in Sections 1(c)(ii)-(iv) below, shall be deemed "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has ten (10) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that this Contract is terminated, in which case the Escrow Deposit (less the Independent Consideration) shall be refunded to Buyer. If Buyer does not terminate this Contract as provided in this paragraph, then at or before Closing Seller must cure the Title Objections that Seller has agreed to cure and Buyer shall be deemed to have waived any remaining Title Objections.

Handwritten signatures and initials. On the left, a signature that appears to be "NHL" inside a diamond shape. In the center, a signature that appears to be "KRL". On the right, a signature that appears to be "NHL" inside a rectangular box with "DS" written above it.

(c) Notwithstanding anything in Section 2(b) above, at or prior to Closing, Seller shall cause to be cured, remedied, or released (i) any and all Title Objections which Seller has elected, or is deemed to have elected, to cure pursuant to Section 2(b) hereof, (ii) any mortgages, deeds of trust or judgment liens, (iii) construction liens and other liens (other than the lien of real estate taxes and assessments not yet due and payable) concerning the Property provided for by statute, code or ordinance, or created by express grant in writing by Seller, and (iv) any and all encumbrances and/or exceptions concerning the Property created by, under or through Seller after the Effective Date.

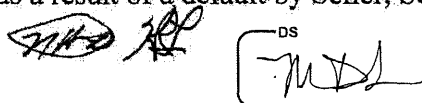
(d) From time to time prior to Closing, Buyer may cause, at its sole expense, the Title Commitment and/or the survey to be updated (the "Title Update") and a copy of the Title Update shall be delivered to Seller. If within ten (10) days following receipt of same Buyer objects in writing to any matters shown on the Title Update that were not shown on the Title Commitment or the survey, such matters shall be deemed Title Objections and the provisions of subparagraph 2(b) of this Addendum shall apply to those matters.

3. Earnest Money.

(a) Within three (3) business days following the Effective Date, Buyer shall deposit as an earnest money deposit, the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) (the "Initial Deposit") with the Title Company (the "Escrow Agent"). Buyer shall make an additional deposit payable to Escrow Agent in the amount of Fifteen Thousand and No/100 Dollars (\$15,000.00) (the "Second Deposit") within three (3) business days following the expiration of the Feasibility Period. The Initial Deposit and the Second Deposit are collectively referred to herein as the "Escrow Deposit." If Buyer fails to terminate the Contract and this Addendum prior to the expiration of the Feasibility Period, then, the Escrow Deposit, to the extent paid, shall be non-refundable to Buyer (except as otherwise expressly provided for in the Contract and this Addendum) and credited to the Purchase Price at Closing (as hereinafter defined), unless a party is in default under the Contract or this Addendum, in which case the Escrow Deposit, less the Independent Consideration referenced in Section 3(b) hereof, together with any interest accrued thereon, if any, shall be disbursed by Escrow Agent to the appropriate party in accordance with the applicable provisions of the Contract and this Addendum.

(i) If the Contract has not been terminated by Buyer in accordance with the terms hereof prior to the expiration of the Feasibility Period, \$5,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer and thereafter promptly released to Seller by Escrow Agent, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation or pursuant to Section 16(b)(1);

(ii) If the Contract has not been terminated in accordance with the terms hereof by 5:00 p.m. Central Time on March 15, 2022, an additional \$10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, and thereafter promptly released to Seller by Escrow Agent, for an aggregate hard Escrow Deposit of \$15,000.00, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver



indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation or pursuant to Section 16(b)(1); and

(iii) If the Contract has not been terminated in accordance with the terms hereof by 5:00 p.m. Central Time on April 30, 2022, an additional \$10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, and thereafter promptly released to Seller by Escrow Agent, for an aggregate hard Escrow Deposit of \$25,000.00, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation or pursuant to Section 16(b)(1).

(b) Paragraph 7B(1) of the Contract is hereby amended to provide that in the event Buyer terminates the Contract within the Feasibility Period, the Escrow Deposit will be refunded to Buyer less \$100.00 that Seller will retain as independent consideration (the "Independent Consideration") for Buyer's unrestricted right to terminate.

4. Legal Description. Notwithstanding any contrary provision in the Contract or herein, if Buyer's Survey produces a legal description which includes land not described in the deed vesting title in Seller, Seller shall convey such excess parcel by a quitclaim deed without warranty.

5. Seller's Representations, Warranties and Covenants. As of the Effective Date and as of the Closing, Seller represents and warrants to Buyer, and where indicated, covenants and agrees, as follows:

(a) The execution, delivery and performance by Seller of the Contract, as supplemented by this Addendum, has been duly and validly authorized by all requisite action on the part of Seller, and no consent of any person not heretofore obtained is required.

(b) The Contract, as supplemented by this Addendum, constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) Seller owns the Property and improvements thereon in fee simple, subject only to the Permitted Exceptions and the Leases (as hereinafter defined).

(d) Seller has the full power and authority to enter into and perform the Contract and this Addendum in accordance with their terms.

(e) There are no actions, suits or proceedings pending or, to the best of Seller's current actual knowledge, threatened against Seller or the Property.

(f) There are no condemnation or eminent domain proceedings pending or to the Seller's knowledge, threatened concerning the Property, and Seller has received no written notice from any governmental or quasi-governmental agency or authority or potential condemnor concerning any right-of-way, utility, or other taking which may affect the Property.

(g) Except as may be set forth to the contrary in any environmental assessment, soils, or similar investigation reports concerning the Property delivered by Seller to Buyer, Seller has no

 DS

knowledge of hazardous substances present on the Property in any quantity or manner that violates, or that gives rise to liability, under any applicable environmental law, regulation, or ordinance.

(h) Neither the execution and delivery of the Contract or this Addendum by Seller, nor the consummation by Seller of the transactions contemplated hereby, will (i) require Seller to file or register with, notify, or obtain any permit, authorization, consent, or approval of any person or entity (including any governmental, quasi-governmental or regulatory authority), (ii) violate or breach any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any agreement or other instrument, commitment, or obligation to which Seller is a party, or by which Seller, the Property, or any of Seller's assets may be bound, or (iii) violate any order, writ, injunction, decree, judgment, statute, law, or ruling of any court or governmental authority applicable to Seller, the Property or any of Seller's assets.

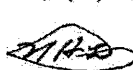

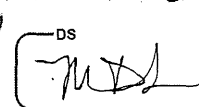
(i) During the term of the Contract, Seller shall maintain (i) the Property in substantially the same condition as it is in on the Effective Date and (ii) all insurance policies, if any, for the Property as of the Effective Date in full force and effect through Closing.

(j) There are no existing (i) contracts for the sale of all or any portion of the Property, (ii) options to purchase all or any portion of the Property, or (iii) rights of first refusal with respect to the sale of all or any portion of the Property.

(k) Unless otherwise expressly permitted under the Contract or this Addendum, Seller shall not grant or otherwise create or consent to the creation of any easement, restriction, lien, assessment or encumbrance affecting the Property, or pursue any re-zoning of the Property or any other land use approvals relating to the Property without Buyer's written consent, which consent may be withheld at Buyer's sole and absolute discretion.

(l) Seller has not received any written order or notice of any governmental authority having jurisdiction over the Property which has not been previously fully complied with or cured. All requirements of all applicable laws, ordinances, rules, requirements and environmental rules of any governmental agency, body or subdivision thereof bearing on the Property have been complied with, and to Seller's knowledge there are no pending investigations or inquiries into the status of the Property's compliance with all governmental laws, including the environmental condition of the Property.

(m) There are no leases, tenancies, or other rights of occupancy or use for any portion of the Property other than those certain single family homes located on the Property (the "Homes"), listed on the rent roll attached hereto as **Exhibit "A"** (the "Leases"). Seller shall provide true and correct copies of all Leases to Buyer within three (3) days of the Effective Date. With respect to the Leases, (i) all of the information shown on the rent roll, including commencement dates, expiration dates, prepaid rent, monthly rental, security deposit, etc., is true and correct, (ii) Seller shall not enter into any new leases or modify, extend or renew any existing Lease such that the term of the Lease extends beyond May 31, 2022, without Buyer's consent, which consent may be withheld in Buyer's sole and absolute discretion, provided that any such leases shall expressly prohibit any such tenant thereunder from impeding upon Buyer's ability to conduct its due diligence investigations upon the Property, (iii) there are no defaults under any of the Leases by either party except as noted on Exhibit A, (iv) there are no leasing commissions or similar

payments or any unpaid tenant improvement allowances required to be made in connection with any of the Leases, and Seller shall indemnify, defend and hold Buyer harmless from and against any claims for same (the foregoing indemnification provision shall survive Closing), (v) Seller has handled all security deposits and other similar sums in accordance with all applicable statutory requirements, and shall indemnify, defend and hold Buyer harmless from and against any claims, liabilities or losses incurred by Buyer on account of Seller's failure to do so (the foregoing indemnification provision shall survive Closing); and (vi) Seller had paid any and all applicable sales and use taxes in connection with the ownership and operation of the Property and has filed all applicable reports and filings required in connection therewith, and Seller shall indemnify, defend and hold Buyer harmless from and against any claims, liabilities or losses incurred by Buyer on account of Seller's failure to do so (the foregoing indemnification provision shall survive Closing).

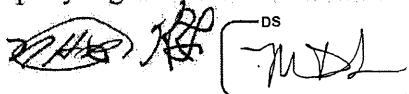
(n) Seller is not in default (and has committed no act that, with the passage of time and/or the giving of notice would be a default) under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects the Property.

(o) Seller (i) has not made an assignment for the benefit of creditors, (ii) has not admitted in writing its inability to pay its debts as they mature, or (iii) has not been adjudicated as bankrupt or insolvent, or filed a petition for voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any State, and no such petition has been served upon Seller.

(p) There are no Open Permits or Code Violations (as hereinafter defined) which affect the Property which have resulted in any citation or written notice to Seller. As used herein "Code Violations" means violations of which Seller has received actual notice of pursuant to applicable laws, ordinances, rules, requirements, or zoning, building, fire or other codes of any governmental agency, body or subdivision thereof with respect to the Property and "Open Permits" means any open permits with respect to the Property.

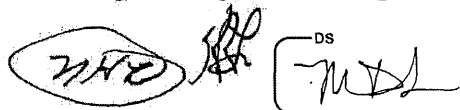
(q) No commitments relating to the Property have been made by Seller to any governmental authority, utility company, school board, church or other religious body, any property owners' association, or any other organization, group or individual which would impose an obligation upon Buyer or its successors or assigns to make any contribution, or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property, and to the best of Seller's knowledge, no governmental authority has imposed any requirement that any owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the Property.

(r) There are no contracts or agreements, such as maintenance, service, or utility contracts related specifically to the operation or maintenance of Property other than those listed in **Exhibit "B"** attached hereto (the "Property Agreements"). Seller shall provide copies of all Property Agreements to Buyer within three (3) days of the Effective Date. To Seller's current, actual knowledge, the copies of all Property Agreements delivered by Seller to Buyer pursuant to this Agreement are true and complete in all material respects. Seller has not sent or received any notice of a default under any of the Property Agreements which remains uncured or unresolved.



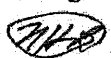

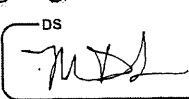
The representations contained in this Section 5 shall survive the Closing.

6. Governmental Approval Applications. Seller shall promptly, upon Buyer's request and provided Seller thereby assumes no liability or obligation and at no cost to Seller, join in or otherwise consent to any and all applications (collectively, the "Applications") with respect to zoning, platting, site plan approval, vacations, dedications, surface water management permits, drainage permits, concurrency compliance approvals, building permits, and any and all other permits, consents, approvals, and/or authorizations which, in Buyer's reasonable opinion, are necessary or desirable for the development of the Property for Buyer's Intended Use. Buyer's "Intended Use" shall refer to the development of the Property with no less than seventy-five (75) multifamily residential units.
7. Closing Conditions. Seller and Buyer acknowledge and agree that the obligation of Buyer to consummate the transaction contemplated hereby is also subject to the satisfaction of the following conditions (the "Closing Conditions"), unless waived in writing by Buyer prior to Closing:
 - (a) At Closing, there shall have been no material, adverse change to the condition of the Property from the condition existing on the Effective Date (ordinary wear and tear excepted), including, without limitation, any adverse change to the environmental condition of the Property.
 - (b) Buyer shall have obtained all final site plan approval from the City of Austin, with all time to appeal such approval having expired and no appeal then pending and no appeal instituted, with respect to Buyer's proposed development of the Property.
 - (c) By Closing, the Property shall have access to utilities with sufficient capacity to serve Buyer's Intended Use.
 - (d) By Closing, Buyer shall have obtained TDHCA Financing (as hereinafter defined), or Buyer shall have waived in writing the requirement and condition precedent to obtain TDHCA Financing. For purposes of this Addendum, the term "TDHCA Financing" means, collectively: (i) an award from Texas Department of Housing and Community Affairs ("TDHCA") in the 2022 Application process for Federal Income Tax Credits under the Low Income Housing Tax Credit Program ("Tax Credits"), combined with (ii) such other resources which may be awarded by TDHCA during this application cycle concurrent with the Tax Credits in an amount sufficient, in Buyer's sole and absolute discretion, to enable Buyer to acquire the Property and construct its intended improvements on the Property, with all time to appeal such award having expired and with no appeal then pending and no appeal instituted or petition filed, and (iii) a binding commitment acceptable to Buyer in its sole and absolute discretion for a syndication/sale of such Tax Credits to an investor.
 - (e) Seller shall cause all Property Agreements to be terminated at or prior to Closing, and Seller shall be responsible for any termination fees associated therewith, if any, which shall be paid at Closing and reflected on the Closing Statement, to the extent the amount of the termination fee is ascertainable at Closing, and if not ascertainable, Buyer shall be responsible for paying all such amounts promptly following Closing, which obligation shall survive Closing.



In addition to any rights or remedies that Buyer may be entitled to under the Contract and this Addendum, if (a) any of the Closing Conditions are not satisfied by the time specified above, or (b) Buyer shall have made a good faith determination that its application for TDHCA Financing will not be successful, then in any such event, Buyer shall have the right to terminate the Contract and this Addendum upon delivering written notice to Seller, and the Escrow Deposit (less the Independent Consideration) shall be returned to Buyer and all further obligations of the parties hereunder shall terminate, except those that expressly survive termination hereof. With respect to subsection (b) of this paragraph, Buyer's withdrawal of its application for Tax Credits shall not be a condition precedent to the return of the Escrow Deposit.

8. Closing. Unless sooner terminated by either Seller or Buyer pursuant to the provisions of the Contract and this Addendum and subject to the terms and conditions of the Contract and this Addendum, Closing shall take place at the offices of the Title Company at 10:00 a.m. Central Time, or by mail, or at any other time mutually agreed to by the parties, on or before May 31, 2022 (the "Closing Date"). Buyer shall have the right to close this transaction prior to the then scheduled Closing Date. If Buyer elects to exercise such right, it will notify Seller of the earlier Closing Date at least ten (10) days prior to the new Closing Date. Buyer shall also have the right to extend the Closing Date (but to no later than September 30, 2022) by exercising up to four (4) consecutive 1-month Closing extensions (each 1-month Closing extension being referred to herein as a "Closing Extension"). If Buyer elects to exercise a Closing Extension, it shall notify Seller and Title Company in writing of such election on or before the previously-scheduled Closing Date and deliver an extension fee in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) ("Extension Fee") to Seller within three (3) business days following the previously scheduled Closing Date. If a Closing Extension is timely exercised by Buyer, the Closing Date will be extended by one (1) month to the last business day of the calendar month following the month of the prior Closing Date. Each Extension Fee is non-refundable upon payment to Seller, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation or pursuant to Section 16(b)(1) of the Contract, in which case the Extension Fee shall be immediately returned to Buyer. Buyer will receive a credit toward its payment of the Purchase Price for each Extension Fee paid to Seller.
9. Seller Default. Sections 15(B) and 15(C) of the Contract are hereby deleted in its entirety and the following inserted in their place and stead: In the event that Seller is not entitled to terminate the Contract or this Addendum under any provision hereof and Buyer is not in default in performance of the terms hereof, then in the event that Seller should fail to consummate the transaction contemplated herein, fail to perform any of its obligations hereunder, or is otherwise in breach or default hereunder in any respect, including, but not limited to, being in breach of a representation or warranty, then Seller shall be in default under the Contract and this Addendum and Buyer may elect, as its sole and exclusive remedy, either to (i) terminate the Contract and this Addendum and (1) receive the return of the Escrow Deposit (less the Independent Consideration) and any interest accrued thereon and (2) recover from Seller damages in an amount equal to all out of pocket costs and expenses incurred by Buyer in connection with the proposed acquisition and development of the Property (not to exceed \$125,000.00), or (ii) pursue an action for specific performance. Notwithstanding the foregoing, if Seller's default consists of a sale


of the Property to a third party in violation of Buyer's rights under the Contract and this Addendum, Buyer shall have the right to pursue any legal remedy available at law or in equity. Nothing contained herein shall be deemed to limit the obligations of Seller or the remedies of Buyer available at law or in equity with respect to a breach or a default by Seller of any obligation hereunder to the extent that the Contract or this Addendum specifically provides that such obligation shall survive Closing or the earlier termination of the Contract and this Addendum.

10. Brokers. The parties hereby represent and warrant each to the other that they have not utilized or engaged any real estate broker, salesman or finder with respect to the transaction contemplated by the Contract and this Addendum, other than Chris Griesbach of Lone Star Appraisals & Realty, Inc., and Michael Levy of Mathias Partners, whose commissions shall be paid by Seller pursuant to a separate agreement. Each party hereby agrees to indemnify and hold the other harmless from and against any liability, loss, cost or expense (including reasonable attorneys' fees and court costs, including those incurred in dispute resolution or appellate matters) resulting from a claim or demand for any commissions in connection with the Contract or the purchase and sale of the Property which the indemnified party shall suffer as a result of a breach of the representations and warranties contained in this Section 10. The provisions of this Section 10 shall survive Closing or the earlier termination of the Contract and this Addendum.

11. Escrow Deposit.

(a) The Escrow Deposit shall be held in escrow by the Title Company and paid over or disbursed according to the terms of the Contract and this Addendum (together, the "Agreement"), and, unless otherwise refunded pursuant to the terms of the Agreement, the Escrow Deposit shall be paid over and applied against the Purchase Price at Closing. The Escrow Deposit shall be deposited by the Title Company in an interest-bearing account. Any interest earned on the Escrow Deposit will be paid to the party that becomes entitled to the Escrow Deposit. Title Company shall have no responsibility for, nor shall Title Company be held liable for, any loss occurring which arises from the fact that the amount of the Escrow Deposit may cause the aggregate amount of any depositor's accounts to exceed \$250,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation. Title Company shall not be responsible for any delay in the electronic wire transfer of funds.

(b) In the event of any disagreement between Buyer and Seller resulting in conflicting instructions to, or adverse claims or demands upon Title Company with respect to the release of the Escrow Deposit, Title Company shall refuse to comply with such instruction, claim or demand so long as such disagreement shall continue, and shall not release the Escrow Deposit. Title Company shall not be or become liable in any way to Buyer or Seller for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue so to refrain from acting until such conflicting or adverse demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by Buyer and Seller, or (b) shall have finally been determined in a court of competent jurisdiction in Travis County, Texas. Additionally, at its discretion Title Company may proceed with filing an interpleader action in Travis County, Texas. Upon depositing the Escrow Deposit with a court of competent jurisdiction in Travis County, Texas, Title Company shall be released from any further obligation,



responsibility or liability under the Agreement and shall be entitled to seek reimbursement out of the Escrow Deposit for its costs and reasonable attorney's fees that are incurred in connection with filing the interpleader action. Title Company is not a trustee for any party for any purpose, and is merely acting as a depository and a ministerial capacity hereunder with the limited duties herein prescribed and has no responsibility in respect of any instructions, certificate or notice delivered to it or of the Escrow Deposit other than faithfully to carry out the obligations undertaken in the Agreement and to follow the directions in such instructions or notice provided in accordance with the terms hereof.

(c) The Seller and Buyer hereby agree to jointly and severally indemnify and hold harmless the Title Company from and against all costs, damages, judgment, attorney's fees, expenses, obligations, and liabilities of any kind or nature, which Title Company in good faith may incur or sustain in connection with serving as Title Company under this Agreement (collectively, the "Title Company Costs"), excluding any costs, damages, judgment, attorney's fees, expenses, obligations and liabilities arising from or as a result of a breach of this Agreement by Title Company, or the negligence of Title Company.

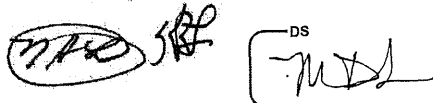
(d) The Title Company may resign as escrow agent hereunder by giving thirty (30) days written notice hereof to Buyer and Seller. Within ten (10) days after receipt of such notice, Buyer and Seller shall furnish to the Title Company written instructions for the release of the Escrow Deposit and corresponding escrow documents. If the Buyer and Seller fail to furnish the written instructions within the ten (10) day period, the Title Company may petition any court of competent jurisdiction for the appointment of a successor escrow agent and, upon such appointment, deliver the Escrow Deposit and corresponding escrow documents to such successor. By doing so, the Title Company shall not incur any liability to any party to this Agreement and shall be released from any further obligation, responsibility and liability under this Agreement. Furthermore, Title Company shall be entitled to be reimbursed out of the Escrow Deposit for its costs and reasonable attorney's fees that are incurred as a result of having to petition the court for the appointment of a successor.

12. Additional Due Diligence Documents. This Section 12 of this Addendum shall apply in the event that any improvements on the Property are occupied ("Occupied Improvements") on or after the Effective Date of the Contract but prior to Closing. In addition to any other documents or reports Seller is obligated to deliver to Buyer under the Agreement, Seller shall deliver to Buyer, within one hundred twenty (120) days of the Effective Date of the Contract, the following documents (collectively, the "Occupied Improvement Documents"):

(a) At least one of the following:

(i) Monthly operating statements for the Occupied Improvements for the immediately preceding twelve (12) months;

(ii) The two most recent consecutive annual operating statement summaries for the Occupied Improvements;

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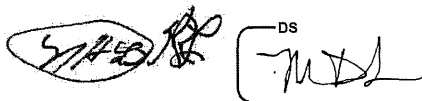
(iii) The most recent consecutive six months of operating statements and the most recent available annual operating summary for the Occupied Improvements; or

(iv) All monthly or annual operating summaries available for the Occupied Improvements; and

(b) a rent roll for the immediately preceding six (6) months, which discloses the terms and rate of each lease, rental rates offered at the date of the rent roll, the existing unit mix, and any vacant units.

Seller acknowledges that the Occupied Improvement Documents are required by TDHCA in connection with the TDHCA Financing, and Seller expressly permits Buyer to submit the Occupied Improvement Documents to TDHCA. Seller further acknowledges that in the event that there are Occupied Improvements on the Property, then, in connection with the TDHCA Financing, Buyer must provide notice and consult with the tenants ("Tenant Notice") of such Occupied Improvements pursuant to Tex. Govt. Code §2306.6705(6). Seller agrees to assist and cooperate with Seller to complete the required Tenant Notice, and agrees to cooperate with Buyer to provide the TDHCA a written explanation of the Tenant Notice process completed by Buyer and Seller.

13. Assignment and Assumption of Leases and Security Deposits. In the event that any of the Leases are in effect as of the Closing Date, then the parties will execute an Assignment and Assumption of Leases and Security Deposits, transferring the Leases and any security deposits thereunder to Buyer, provided, however, that Buyer may receive a closing credit from Seller for the amount of the unapplied security deposits held by Seller, if any, in lieu of transferring the security deposits. All rents collected under the Leases for the month of Closing shall be prorated as of the Closing Date. Seller shall retain title to all delinquent rents under the Leases as of the Closing Date (the "Delinquent Rents"). Seller shall have the right to collect such Delinquent Rents (including any rental assistance or subsidy for the period prior to Closing), at Seller's expense, from Tenants under Leases terminated before Closing and who no longer remain in possession of their leased premises at the Property as of the Closing Date. In no event may Seller seek to terminate a Tenant's Lease or right to possession after the Closing Date or commence any suit or otherwise pursue a Tenant remaining in possession of its leased premises at the Property after Closing. For a period of ninety (90) days after Closing, Buyer shall include any Delinquent Rents in its ordinary billing process and promptly remit to Seller all such Delinquent Rents collected by Buyer after Closing pursuant to this Section 13; however, all Delinquent Rents that are received after the Closing Date from any Tenants, after paying Buyer any reasonable attorneys' fees, costs and expenses of collection thereof incurred by Buyer, shall be paid and applied in the following order of priority: (i) first, to Buyer for delinquent or current Rent due to Buyer relating to periods after the month in which the Closing occurs, (ii) second, to Buyer and Seller for rent due for the month of the Closing (apportioned between Seller and Buyer as of the day of the Closing based on the respective number of days of ownership of Seller and Buyer during the month of the Closing) and (iii) third, to Seller for Delinquent Rents due to Seller relating to periods prior to the month in which the Closing occurs. The provisions of this Section 13 shall survive the Closing.

 DS
[Signature]

14. WAIVER OF JURY TRIAL. SELLER AND BUYER WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE CONTRACT OR THIS ADDENDUM OR THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THE CONTRACT AND THIS ADDENDUM. ANY SUCH DISPUTES SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.
15. Binding Effect. This Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns.
16. Headings. Headings in this Addendum are for convenience and reference only and shall not be used to interpret or construe its provisions.
17. Counterparts. The Contract and this Addendum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. Any signature delivered by facsimile, email, or other forms of electronic transmission, such as a PDF, shall be considered an original signature by the sending party. Either party or both parties shall be permitted to electronically execute the Contract, this Addendum and all other related documents, in accordance with Texas Statutes Chapter 322.
18. Conflict. In the event of any conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall prevail. Except as modified herein, the Contract remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects.
16. "AS-IS" SALE. EXCEPT FOR THE EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER SET FORTH HEREIN AND IN ANY DOCUMENTS EXECUTED AND DELIVERED BY SELLER IN CONNECTION WITH THIS CONTRACT AND CLOSING, BUYER ACKNOWLEDGES AND AGREES THAT IT WILL BE PURCHASING THE PROPERTY BASED SOLELY UPON ITS INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, AND THAT BUYER WILL BE ACCEPTING THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS". Seller shall have thirty (30) days following Closing to remove any personal property, after which any personal property remaining will be considered abandoned.
17. Progress Updates. After and upon written request from Seller (not to exceed once per month), Buyer shall provide to Seller an update in writing (e-mail being sufficient) of the status as it relates to the TDHCA Financing.
19. Risk of Loss/Casualty. Section 16(A) of the Contract is hereby deleted in its entirety and the following inserted in its place and stead:
- (a) The risk of loss or damage to the Property (including, but not limited to the Homes) by reason of any casualty or other event prior to Closing shall be borne by Seller.

(b) If either or both of the Homes is or are damaged by casualty (a "Home Casualty") prior to Closing, written notice thereof shall be delivered to Buyer within ten (10) days of such damage.

(1) If a Home Casualty occurs, and: (i) such Home Casualty is a casualty other than fire, then, Seller shall have no obligation to restore the Property to the condition existing prior to the casualty, but Seller shall, at its sole cost and expense, remove the damaged improvements or otherwise secure them so that there are no violations of applicable codes, laws or ordinances pertaining to unsafe structures, or (ii) such Home Casualty is a fire casualty ("Fire Casualty"), then: (a) Seller shall promptly file a claim with its property insurance carrier in connection with such Fire Casualty, (b) Seller shall, prior to Closing, demolish the Home(s) (the "Home Demolition") effected by such Fire Casualty (and Buyer shall be permitted to use any insurance proceeds received in connection with such Fire Casualty to pay for the costs and expenses associated with such Home Demolition), and (iii) Seller shall cause any and all Open Permits associated with such Home Demolition to be closed by Closing.

(2) If a Home Demolition required in accordance with Section 19(b)(1) above is not completed by Closing, then, Buyer shall have the option to either: (i) postpone Closing until the 15th day following completion of such Home Demolition as evidenced by the securing of all final governmental approvals and obtaining and closing out of all governmental permits required therefor, or (ii) proceed to Closing, in which event one hundred twenty-five percent (125%) of the estimated costs to complete such demolition (based on the estimate of a third-party contractor selected by Buyer) shall be deposited in escrow from funds otherwise due to Seller at Closing (the "Demolition Escrow"). Buyer shall have the right to hire a third-party contractor to complete the required Home Demolition, and, any amounts due to such third-party contractor, in accordance with the terms and conditions of the separate agreement between Buyer and such third-party contractor, shall be paid directly from the Demolition Escrow when such payments become due. Upon completion of the Home Demolition, the remaining Demolition Escrow balance (if any) shall be promptly returned to Seller. If, however, the amount of the Demolition Escrow is insufficient to cover the total cost of the Home Demolition (including the closure of any Open Permits associated therewith), then, Seller agrees to pay to Buyer any amounts above and beyond those covered by the Demolition Escrow.

[Signatures appear on following page]

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IN WITNESS WHEREOF, the parties hereto hereby execute this Addendum as of the Effective Date.

SELLER:


KENT R. LEISTICO

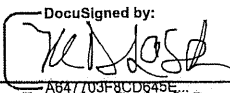
Date: 12/12/2021


NATHAN H. LEISTICO

Date: 12/12/2021 

BUYER:

O-SDA INDUSTRIES, LLC,
a Texas limited liability company, and/or
assigns

By: 
Megan Lasch, Sole Member and Sole
Manager

Date: 12/14/2021

EXHIBIT A

LEASES

None

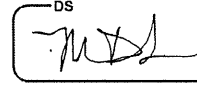


EXHIBIT B

PROPERTY AGREEMENTS

None



Rental Housing Development Assistance Application

Cady Lofts



5e. Phase 1 ESA

Removed from Web Version of Application



Rental Housing Development Assistance Application

Cady Lofts



5f. SHPO – Not Applicable