

Rental Housing Development Assistance (RHDA) Application


Quarter 4 – FY 2023-24

Bailey at Stassney
400 West Stassney Lane
Austin, TX 78745

Submitted by:
Sallie Burchett
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(512) 473-2527
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Applicant Checklist/Information Form

APPLICATION CHECKLIST/ INFORMATION FORM				
DEVELOPER NAME: Bailey at Stassney LP		BORROWER ENTITY NAME : Bailey at Stassney LP		
DEVELOPMENT NAME : Bailey at Stassney		FUNDING CYCLE DEADLINE : May 3, 2024		
FEDERAL TAX ID NO: TBD		DUNS NO: TBD		
PROJECT ADDRESS: 400 & 404 W Stassney Ln 78745		PROGRAM : RHDA		
CONTACT NAME : Sallie Burchett		AMOUNT REQUESTED: 5,600,000		
CONTACT ADDRESS AND PHONE : 1301 Chicon Street Suite 101 Austin, TX 78702 (512) 473-2527				
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4	PROJECT INFORMATION	4.a.	Market Study	SB
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5	PROPERTY INFORMATION	5.a.	Appraisal	SB
		5.b.	Property Maps	SB
		5.c.	Zoning Verification Letter	SB
		5.d,	Proof of Site control	SB
		5.e.	Phase I ESA	SB
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 Sallie Burchett TITLE OF APPLICANT Co-Owner and Co-Developer DATE OF SUBMISSION 3-May-24		<div style="border: 1px solid black; height: 100px; width: 100%;"></div>		
		FOR AHFC USE ONLY		

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Executive Summary/Project Proposal

Executive Summary

Introduction

Bailey at Stassney is a proposed 104 unit, 100% affordable, new construction apartment community that will be located on approximately 2.381 acres at 400 W Stassney Lane, in City Council District 3. The site is made up of three adjacent parcels which will be replatted into one parcel. All 104 units are income restricted to households earning 30%, 50%, and 60% of the Area Median Income (AMI). The General Partner for Bailey at Stassney is National Community Renaissance of Texas, Inc. (NCRT). Diva Imaging, LLC is 30% Owner, and Structure Development is serving as the consultant to the project. Featured supportive services including counseling, advocacy, case management, peer support, life skills, parenting support, education enhancement and disability services will be provided by the Hope Through Housing Foundation.

About the Development

The development will consist of 52 efficiency and 52 one-bedroom units and community space in a one 5-story, wood-frame, elevator-served building. The community space offers a clubhouse, fitness center, covered terrace, and a leasing office. Onsite bicycle storage for tenants and staff will also be included at the development. Bailey at Stassney's target population is Supportive Housing and will provide 26 of the 104 units as Permanent Supportive Housing to individuals experiencing chronic homelessness or who are at risk of homelessness. The design is trauma-informed and guided by NCRT's extensive experience with the individuals and families they serve. Durability and long-term ownership will be key goals in mind with the selection of finishes and surfaces.

Location

Bailey at Stassney is located in an area with excellent access to general services, including walking distance of high frequency transit, regular transit, and contiguous sidewalk access. Transit by CapMetro bus routes 10 and 311 along Bailey at Stassney provides access to nearby grocery stores, pharmacies, a public library, parks, health care services, everyday retail, schools, and major employers. Just within a half mile radius of the site are two grocery stores, two pharmacies, a park, shopping centers, and a medical clinic.

Supportive Services

The Hope Through Housing Foundation (HTHF) will be the lead service coordinator for Bailey at Stassney. Hope Through Housing Foundation will have both an on-site Residential Services Coordinator (RSC) providing general services to all residents, as well as a specialized Permanent Supportive Housing (PSH) Case Manager to oversee the delivery of social and supportive services to those with the highest level of need. The RSC will be responsible for implementing resident surveying and feedback within the coordination of onsite services for all residents. The RSC will also work with any partnering providers to identify resident service needs; leverage efforts across entities and assist with referrals for residents; coordinate schedules, program the community service/service space, manage volunteers and personnel for any third-party services providers; organize recreational and community building activities, educational activities, and support groups; and maintain statistics on participation in activities.

HTHF has specific experience working with Permanent Supportive Housing and Housing First. HTHF is a member of the Continuum of Care (CoC) in San Diego, Los Angeles, Riverside, San Bernardino, and Orange County California. HTHF will work with Texas 503 Travis County Continuum of Care for this development.

HTHF will provide RSC and PSH Case Manager services in a series of three tiers, as follows:

Tier	Description
Tier I: On-site activities & resources	Hope Through Housing Coordinators take charge of building a sense of “community” by reducing resident's tendency to isolate and encourage networking among residents/use of natural supports. On site resources like social events, food banks, basic resource information and themed events are organized long term for all residents on site.
Tier II: Short Term or “as needed” Case Management Services	This tier includes all activities in Tier 1 with the enhanced element of 1:1 case management support that is accessed on an “as-needed” basis that will last <u>as long as needed</u> . This can include such things as assistance with reinstating benefits, development of a budget (including savings goal planning), housing retention planning (mitigating tenancy issues) and support with connecting with outside services requiring follow up. Note: this may be with a resident who has ceased a relationship with a previous provider due to personal choice; HTHF will step in support them and help them reengage when appropriate with past provider or another provider that meets their needs.
Tier III: Intensive Case Management/Permanent Supportive Housing	The assigned Case Manager customizes the supports provided to the individual's needs and creates an Individualized Service Plan (ISP). The ISP is shaped by HUD's core areas of focus which include: 1) housing, 2) benefits/income and 3) additional self-determination goals. These self-determination goals may include therapy, development of a support network, and/or going to school. For residents accessing this level of support, the case managers maintain client charts according to agency policy and in compliance with HUD and other reporting mandates.

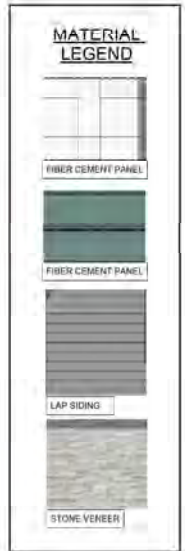
The elevation is included on the following page.



NORTH ELEVATION - SCALE 1/8"=1'-0"

NORTH ELEVATION MATERIALS

FIBER CEMENT PANEL	2,857 S.F.	34%
LAP SIDING	4,306 S.F.	57%
STONE VENEER	628 S.F.	8%
TOTAL	7,491 S.F.	100%



EAST ELEVATION - SCALE 1/8"=1'-0"

EAST ELEVATION MATERIALS

FIBER CEMENT PANEL	5,234 S.F.	47%
LAP SIDING	5,094 S.F.	46%
STONE VENEER	761 S.F.	6%
TOTAL	11,089 S.F.	100%



Project Summary Form

Project Summary Form

1) Project Name Bailey at Stassney	2) Project Type 100% Affordable	3) New Construction or Rehabilitation New Construction
4) Address(s) or Location Description 400 & 404 W Stassney Ln, Austin TX 78745		5) Mobility Bond Corridor South Congress Ave
6) Census Tract 24.44	7) Council District District 3	8) Elementary School ODOM 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 Unit	Four (+) Bedroom	Total
Up to 20% MFI						0
Up to 30% MFI	12	9				21
Up to 40% MFI						0
Up to 50% MFI	40	23				63
Up to 60% MFI	0	20				20
Up to 80% MFI						0
Up to 120% MFI						0
No Restrictions						0
Total Units	52	52	0	0	0	104

14) Summary of Units for Sale at MFI Level

Income Level	Efficiency	One Bedroom	Two Bedroom	Three	Four (+)	Total
Up to 60% MFI						0
Up to 80% MFI						0
Up to 120% MFI						0
No Restrictions						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	11	Continuum of Care Units	26
Accessible Units for Sensory Impairments	3		

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? Yes
- 17) Is the property within 1/4 mile of a High-Frequency Transit Stop? Yes
- 18) Is the property within 3/4 mile of Transit Service? Yes
- 19) The property has Healthy Food Access? Yes

20) Estimated Sources and Uses of funds

<u>Sources</u>	
Debt	7,015,247
Equity	16,798,320
Grant	
Other	
Deferred Developer Fee (not applicable for OHDA)	946,236
Previous AHFC Funding	
Current AHFC Request	5,600,000

<u>Uses</u>	
Acquisition	2,605,000
Off-Site	250,000
Site Work	1,990,000
Sit Amenities	330,000
Building Costs	14,465,545
Contractor Fees	2,119,047
Soft Costs	2,321,890
Financing	2,978,321
Developer Fees	3,300,000

Total \$ 30,359,803

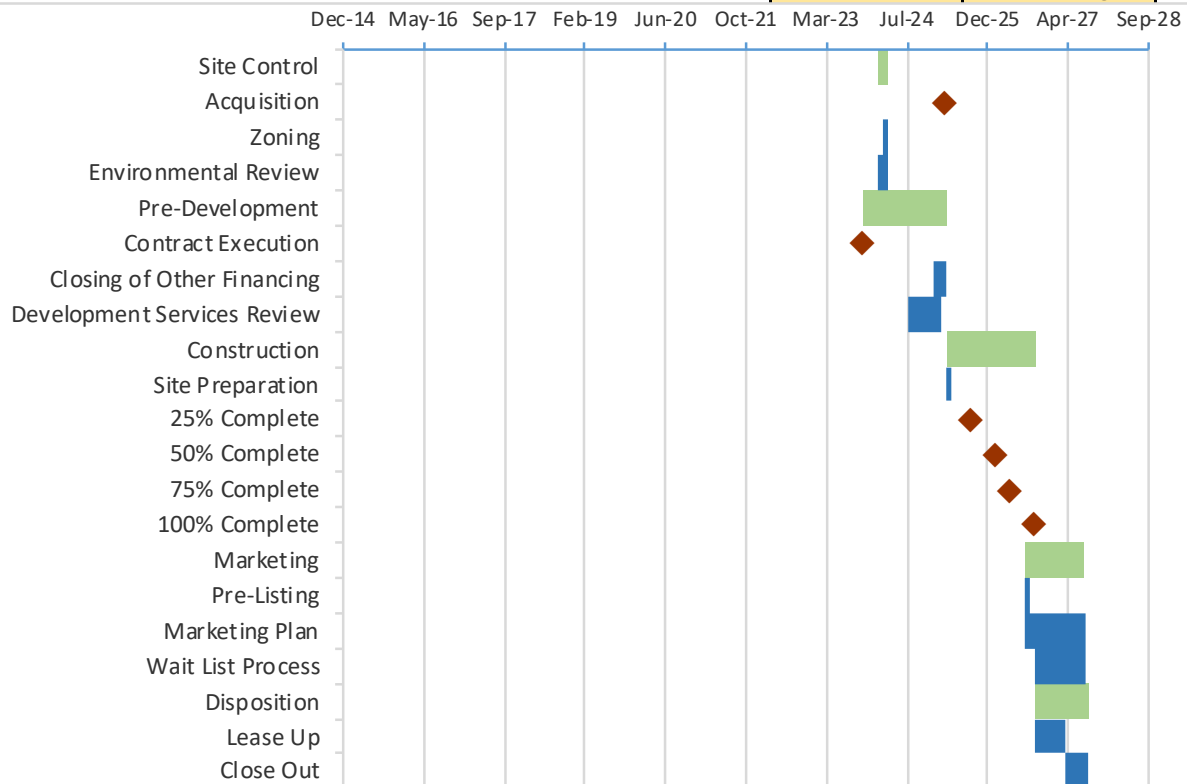
Total \$ 30,359,803



Project Timeline

Development Schedule

	Start Date	End Date
Site Control	Feb-24	Apr-24
Acquisition	Mar-25	
Zoning	Mar-24	Mar-24
Environmental Review	Feb-24	Apr-24
Pre-Development	Oct-23	Mar-25
Contract Execution	Oct-23	
Closing of Other Financing	Jan-25	Mar-25
Development Services Review	Aug-24	Mar-25
Construction	Apr-25	Oct-26
Site Preparation	Apr-25	May-25
25% Complete	Sep-25	
50% Complete	Feb-26	
75% Complete	May-26	
100% Complete	Oct-26	
Marketing	Aug-26	Aug-27
Pre-Listing	Aug-26	Sep-26
Marketing Plan	Aug-26	Aug-27
Wait List Process	Oct-26	Aug-27
Disposition	Oct-26	Aug-27
Lease Up	Oct-26	Mar-27
Close Out	Mar-27	Aug-27



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Development Budget

Development Budget

	Total Project Cost	Requested AHFC Funds	Description
Pre-Development			
Appraisal	10,000		
Environmental Review	44,500		and Market Analysis
Engineering	185,000		
Survey	15,000		
Architectural	300,000		
Subtotal Pre-Development Cost	\$554,500	\$0	
Acquisition			
Site and/or Land	2,605,000		3 parcels
Structures			
Other (specify)			
Subtotal Acquisition Cost	\$2,605,000	\$0	
Construction			
Infrastructure	750,000	750000	Offsite and Onsite Utilities
Site Work	740,000	740000	Detention, Rough Grading, & Fine Grading
Demolition	125,000	125,000	Demolition and Asbestos Abatement
Concrete	2,479,470	2,479,470	Concrete and Paving
Masonry	757,000	757,000	Masonry and Retaining Walls
Rough Carpentry	1,171,401	748,530	
Finish Carpentry	1,171,401		
Waterproofing and Insulation	361,528		
Roofing and Sheet Metal	325,740		
Plumbing/Hot Water	1,081,573		
HVAC/Mechanical	1,081,573		
Electrical	1,930,000		
Doors/Windows/Glass	671,950		
Lath and Plaster/Drywall and Acoustical	1,171,401		
Tiel Work	254,764		
Soft and Hard Floor	764,291		
Paint/Decorating/Blinds/Shades	686,228		and Furnishings, FFE
Specialties/Special Equipment	697,036		
Cabinetry/Appliances			
Carpet			
Other (specify)	490,000		
Construction Contingency	3,233,522		
Subtotal Construction Cost	\$19,943,878	\$5,600,000	
Soft & Carrying Costs			
Legal	300,000		
Audit/Accounting	35,000		
Title/Recordin	172,000		
Architectural (Inspections)	50,000		
Construction Interest	1,944,915		and Loan Fees
Construction Period Insurance	637,290		
Construction Period Taxes	104,000		
Relocation	0		
Marketing	75,000		
Davis-Bacon Monitoring			
Developer Fee	3,300,000		
Other (specify)	638,220		Impact, HTC, Perm Loan, Inspection, & Syndication Fees
Subtotal Soft & Carrying Costs	\$7,256,425	\$0	
TOTAL PROJECT BUDGET	\$30,359,803	\$5,600,000	

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RHDA Operating Pro Forma &
Unit Square Feet

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	\$1,499,172	\$1,529,155	\$1,559,739	\$1,590,933	\$1,622,752	\$1,791,649	\$1,978,126
Secondary Income	\$18,720	\$19,094	\$19,476	\$19,866	\$20,263	\$22,372	\$24,701
POTENTIAL GROSS ANNUAL INCOME	\$1,517,892	\$1,548,250	\$1,579,215	\$1,610,799	\$1,643,015	\$1,814,021	\$2,002,826
Provision for Vacancy & Collection Loss	-\$113,842	-\$116,119	-\$118,441	-\$120,810	-\$123,226	-\$136,052	-\$150,212
Rental Concessions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EFFECTIVE GROSS ANNUAL INCOME	\$1,404,050	\$1,432,131	\$1,460,774	\$1,489,989	\$1,519,789	\$1,677,970	\$1,852,614
EXPENSES							
General & Administrative Expenses	\$55,000	\$56,650	\$58,350	\$60,100	\$61,903	\$71,763	\$83,192
Management Fee	\$70,203	\$71,607	\$73,039	\$74,500	\$75,990	\$83,899	\$92,631
Payroll, Payroll Tax & Employee Benefits	\$184,800	\$190,344	\$196,054	\$201,936	\$207,994	\$241,122	\$279,527
Repairs & Maintenance	\$90,000	\$92,700	\$95,481	\$98,345	\$101,296	\$117,430	\$136,133
Electric & Gas Utilities	\$15,100	\$15,553	\$16,020	\$16,500	\$16,995	\$19,702	\$22,840
Water, Sewer & Trash Utilities	\$26,500	\$27,295	\$28,114	\$28,957	\$29,826	\$34,576	\$40,084
Annual Property Insurance Premiums	\$100,000	\$103,000	\$106,090	\$109,273	\$112,551	\$130,477	\$151,259
Property Tax	\$104,000	\$107,120	\$110,334	\$113,644	\$117,053	\$135,696	\$157,309
Reserve for Replacements	\$31,200	\$32,136	\$33,100	\$34,093	\$35,116	\$40,709	\$47,193
Other Expenses	\$104,160	\$107,285	\$110,503	\$113,818	\$117,233	\$135,905	\$157,551
TOTAL ANNUAL EXPENSES	\$780,963	\$803,690	\$827,084	\$851,167	\$875,957	\$1,011,280	\$1,167,720
NET OPERATING INCOME	\$623,087	\$628,441	\$633,689	\$638,822	\$643,832	\$666,690	\$684,895
DEBT SERVICE							
First Deed of Trust Annual Loan Payment	\$541,815	\$541,815	\$541,815	\$541,815	\$541,815	\$541,815	\$541,815
Second Deed of Trust Annual Loan Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Third Deed of Trust Annual Loan Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Annual Required Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Annual Required Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ANNUAL NET CASH FLOW	\$81,272	\$86,626	\$91,874	\$97,007	\$102,017	\$124,875	\$143,080
CUMULATIVE NET CASH FLOW	\$81,272	\$167,898	\$259,772	\$356,780	\$458,797	\$1,026,028	\$1,695,914
Debt Coverage Ratio	1.15	1.16	1.17	1.18	1.19	1.23	1.26

Bedroom Type	Income Level	Unit Square Footage	# of Units	Total Sq Footage
Efficiency	30% MFI	450	13	5,850
Efficiency	50% MFI	450	39	17,550
				-
1-bdrm	30% MFI	607	9	5,463
1-bdrm	50% MFI	607	23	13,961
1-bdrm	60% MFI	607	20	12,140
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
Total			104	54,964

Average Square Foot AHFC Units at or Below 50% MFI				
Efficiency	1-bdrm	2-bdrm	3-bdrm	4-bdrm
450	607	-	-	-



Scoring Sheet

Project Name	Bailey at Stassney	
Project Type	100% Affordable	
Council District	District 3	
Census Tract	24.1	
Prior AHFC Funding	\$0	
Current AHFC Funding Request Amount	\$5,600,000	
Estimated Total Project Cost	\$30,359,803	
High Opportunity	No	
High Displacement Risk	NO	
High Frequency Transit	Yes	
Imagine Austin	Yes	
Mobility Bond Corridor	South Congress Ave	
SCORING ELEMENTS		Description
UNITS		
< 20% MFI	0	# of rental units at < 20% MFI
< 30% MFI	21	# of rental units at < 30% MFI
District Goal	10%	% of City's affordable housing goal
High Opportunity	FALSE	% 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	9%	% of City's affordable housing goal near high frequency transit
Imagine Austin	9%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	0%	% 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	63	# of rental units at < 50% MFI
District Goal	10%	% of City's affordable housing goal
High Opportunity	FALSE	% 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	9%	% of City's affordable housing goal near high frequency transit
Imagine Austin	9%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	0%	% 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	5	% of annual goal * units * 25%, max of 75
< 60% MFI	0	# of units for purchase at < 60% MFI
District Goal	10%	% of City's affordable housing goal
High Opportunity	FALSE	% 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	9%	% of City's affordable housing goal near high frequency transit
Imagine Austin	9%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	0%	% 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	10%	% of City's affordable housing goal
High Opportunity	FALSE	% 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	9%	% of City's affordable housing goal near high frequency transit
Imagine Austin	9%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	0%	% 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	9	MAXIMUM SCORE = 300
INITIATIVES AND PRIORITIES		
Continuum of Care	26	Total # of units provided up to 100 per year
Continuum of Care Score	5	(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	4	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	74	Elementary School Rating from TEA
Multi-Generational Housing Weighted Score	0	Educational Attainment, Environment, Community Institutions, Social Cohesion, Econ
Accessible Units	14	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	1	Housing Stability, Health, Mobility, Community Institutions
Initiatives and Priorities Score	13	MAXIMUM SCORE = 200
UNDERWRITING		
AHFC Leverage	23%	% of total project cost funded through AHFC request
Leverage Score	18	3 points per 5% reduction in leverage below 50% (max 30)
AHFC Per Unit Subsidy (including prior amounts)	\$66,667	Amount of assistance per unit
Subsidy per unit score	17	(\$200,000 - per unit subsidy)*25/\$200,000
AHFC Per Bedroom Subsidy	\$66,667	Amount of assistance per bedroom
Subsidy per Bedroom Score	17	(\$200,000 - per bedroom subsidy)*25/\$200,000
Debt Coverage Ratio (Year 5)	1.19	Measured at the 5 Year mark
Debt Coverage Ratio Score	18.8287972	Minimum = 1.0; Maximum = 1.5; 1.25 = best score
Underwriting Score	70	MAXIMUM SCORE = 100
APPLICANT		
FINAL QUANTITATIVE SCORE	92	THRESHOLD SCORE = 50
Previous Developments		
Compliance Score		
Proposal		
Supportive Services		
Development Team		
Management Team		
Notes		

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Entity Formation

1a Detailed Listing of Developer's Experience

1b Certificate of Status

1c Statement of Confidence

National Community Renaissance of California, Projects Developed in Last 10 Years

Development Name and Location	Year Completed	Number of Units	Project Type	TCAC Funding	Project Cost in Millions
METRO VIEW , Rialto, CA	2024	55	New Construction, Family	9%	\$29
NESTOR SENIOR VILLAGE , San Diego, CA	2024	74	New Construction, Senior, Special Needs	9%	\$33
MOUNTAIN VIEW , Lake Forest, CA	2024	71	New Construction, Family, Special Needs	9%	\$38
VISTA DE LA SIERRA , Riverside, CA	2023	80	New Construction, Family, Special Needs	4%	\$45
VILLA SERENA , San Marcos, CA	2023	63	New Construction, Family, TAY	9%	\$50
LEGACY SQUARE , Santa Ana, CA	2023	93	New Construction, Family, Special Needs	4%	\$50
VETERANS PARK , Pomona, CA	2022	61	New Construction, Veterans	9%	\$35.5
FAIRVIEW HEIGHTS , Inglewood, CA	2022	101	New Construction, Family, Special Needs	9%	\$50.74
CRESTVIEW TERRACE , San Bernardino, CA	2021	184	New Construction, Family	4%	\$79.30
VISTA VERDE , Ontario, CA	2021	101	New Construction, Family	4%	\$36.75
DAY CREEK VILLAS , Rancho Cucamonga, CA	2020	140	New Construction, Senior	9%/4%	\$47.24
SAN YSIDRO VILLAGE , San Diego, CA	2020	51	New Construction, Senior/Special Needs	9%	\$18.15
VISTA GRANDE COURT , Glendale, CA	2019	66	New Construction, Senior/Special Needs	9%	\$26.40
ENCANTO VILLAGE , San Diego, CA	2019	66	New Construction, Family/Veterans	9%	\$24.30
OAKCREST HEIGHTS , Yorba Linda, CA	2018	54	New Construction, Family/Special Needs	9%	\$27.20
VISTA DEL PUENTE , San Diego, CA	2018	52	New Construction, Family/Special Needs Veterans	9%	\$21.70
THREE OAKS , Santa Clarita, CA	2017	54	New Construction, Family	9%	\$14.60
OLIVE MEADOW , San Bernardino, CA	2017	30	New Construction, Family	9%	\$25.10
OAKCREST TERRACE , Yorba Linda, CA	2017	62	New Construction, Family/Special Needs	9%	\$27.20
MISSION COVE II , Oceanside, CA	2017	60	New Construction, Family/Special Needs	9%	\$25.40
MISSION COVE I , Oceanside, CA	2017	90	New Construction, Special Needs	9%	\$45.80
VALENCIA VISTA , San Bernardino, CA	2016	76	New Construction, Family	9%	\$27.50
MARV'S PLACE , Pasadena, CA	2016	20	New Construction, Special Needs	9%	\$12.30
LAS PALMAS VILLAGE , San Clemente, CA	2015	19	New Construction, Family	4%	\$8
THE VIEW , Downey, CA	2014	50	New Construction, Family	9%	\$19.50
SAN EMI , Montclair, CA	2014	18	New Construction, Special Needs	9%	\$6.70
DUMOSA SENIOR VILLAGE , Yucca Valley, CA	2014	75	New Construction, Senior	9%	\$17.20
WESTLAKE VILLAGE II , San Marcos, CA	2014	57	New Construction, Family	9%	\$14.20

SALLIE BURCHETT, AICP

DIVA IMAGING LLC

Ms. Burchett has worked in the land development field for 30 years in both the public and private sectors as city planner, construction manager, and developer. She has been performing site due diligence and entitlement for Housing Tax Credit developments since 2014.

The following is a list of Diva Imaging LLC developed and owned multifamily developments and units:

Alton Gloor Lofts Brownsville, TX | 78 under construction
Wichita Falls Lofts Wichita Falls, TX | 46 under construction
Del Rio Lofts Del Rio, TX | 61 under construction
Canyon Lofts Canyon, TX | 72
Brownsville Lofts Brownsville, TX | 70
Metro Tower Lofts Lubbock, TX | 89
Farmhouse Row Slaton, TX | 48
Clyde Ranch Clyde, TX | 40
Baxter Lofts Harlingen, TX | 24
Old Dowlen Cottages Beaumont, TX | 72
Rachael Commons McGregor, TX | 48
Bishop Gardens Justin, TX | 72
Cypress Place Beaumont, TX | 76
The Residences of Solms Village New Braunfels, TX | 80
Chaparral Townhomes Allen, TX | 126

Prior to role as development owner, Ms. Burchett has the following development experience:

- Bojorquez Law Firm: She has worked with over 2 dozen cities across the state including Kerrville, Lakeway, Westlake Hills, Dripping Springs, Round Rock, and Nolanville reviewing development and recommending land use policies.
- The Barr Company: Project Manager for design build construction services for City of Austin developments – examples include the Police Department 911 Call Center, EMS Stations, and Fire Stations.
- Blake Magee Company: Master Planned Development Assistant for Austin area communities including Scofield Farms and Stone Canyon.
- Camden Development: Multifamily Development Intern for Houston area acquisition and rehabilitation projects.

Specific projects that Ms. Burchett has authored, collected data, and performed geospatial analysis for the multiple projects across the State of Texas include the following:

- Sustainable Places Statewide Initiative, The University of Texas
- Affordable Housing in Transit Oriented Developments, City of Austin
- ADA Sidewalk Compliance, City of Austin
- FHWA Sign Compliance and Inventory, City of Austin
- Bus Stop Inventory, Capital Metropolitan Transportation Authority
- Annexation Plan, City of West Lake Hills
- Zoning Ordinance, City of Nolanville

EDUCATION

MS Community and Regional Planning. The University of Texas at Austin.

BA Housing Interior Design and Consumer Studies. Oklahoma State University.

Sallie is a member of the American Institute of Certified Planners and an advocate for great places to live, work, learn, and play.

Project Experience

Total units: 17,943

Total Tax Credits: \$147,341,000



2022 – 2,387 units

Cole Creek Estates, Houston, 108 units
Housing Tax Credit award: \$1,914,991

Kirkwood Crossing, Houston, 138 units
Housing Tax Credit award: \$2,000,000

Wichita Falls Lofts, Wichita Falls, 46 units
Housing Tax Credit award: \$900,000

Cloudhaven, San Antonio, 65 units
Housing Tax Credit award: \$1,999,591

Sunset Gardens, Houston, 330 units
Housing Tax Credit award: \$3,058,153

Ware Meadows, Longview, 104 units
Housing Tax Credit award: \$739,533

Viento Apartments, San Antonio, 324 Units
Housing Tax Credit award: \$3,393,336

Airport Crossing, Austin, 334 Units
Housing Tax Credit award: \$2,994,953

1800 Apartments, San Marcos, 330 Units
Housing Tax Credit award: \$3,184,795

800 Middle, Houston, 398 Units
Housing Tax Credit award: \$4,716,397

Legacy Square, San Marcos, 210 Units
Housing Tax Credit award: \$2,030,241

2021 – 2,254 units

Agave East, Austin 240 units
Housing Tax Credit award: \$2,114,101

Del Rio Lofts, Del Rio 61 units
Housing Tax Credit award: \$1,006,603

Canyon Lofts, Canyon 72 units
Housing Tax Credit award: \$1,079,569

El Prado at Estancia, Austin 318 units
Housing Tax Credit award: \$2,196,646

Fiesta Trails, San Antonio 60 units
Housing Tax Credit award: \$1,500,000

Grand Avenue Flats, Austin 275 units
Housing Tax Credit award: \$2,419,820

Houston 150 Bayou, Houston 150 units
Housing Tax Credit award: \$2,000,000

Magnolia Lofts, Dallas, 67 units
Housing Tax Credit award: \$1,500,000

Manson Place, Houston 76 units
Housing Tax Credit award: \$1,500,000

Oleander Homes, Galveston 261 units
Housing Tax Credit award: \$2,074,543

Price Lofts, Brownsville 88 units
Housing Tax Credit award: \$1,500,000

Reserves at Palestine, Palestine 80 units
Housing Tax Credit award \$1,260,000

Reserves at Shiloh, Garland 106 units
Housing Tax Credit award \$1,260,000

Residences at Howard Lane, Austin 300 units
Housing Tax Credit award: \$1,912,595

Reserve at Sulphur Springs, 72 units
Housing Tax Credit award: \$1,000,000

2020 – 1,969 units

1604 Lofts, San Antonio 324 units
Housing Tax Credit award: \$1,895,702

Brownsville Lofts, Brownsville 70 units
Housing Tax Credit award: \$1,236,483

Connect South, Houston 77 units
Housing Tax Credit award: \$1,500,000

Granada Terrace, South Houston 156 units
Housing Tax Credit award: \$882,061

Hamilton Wolfe Lofts, San Antonio 74 units
Housing Tax Credit award: \$1,500,000

Kitty Hawk Flats, San Antonio 212 units
Housing Tax Credit award: \$1,359,994

Lakeview Preserve, Irving 84 units
Housing Tax Credit award: \$1,500,000

Lockwood South, Houston, 80 units
Housing Tax Credit award: \$1,500,000

McKinney Flats Lofts, McKinney, 205 units
Housing Tax Credit award: \$1,393,849

Trader Flats, San Antonio 324 units
Housing Tax Credit award: \$1,862,629

Southlawn at Milby, Houston 110 units
Housing Tax Credit award: \$1,961,782

St John's Square, San Antonio, 253 units
Housing Tax Credit award: \$473,449

2019– 1602 units

Alazan Lofts, San Antonio 88 units
Housing Tax Credit award: \$1,500,000

Bridge at Loyola Lofts, Austin 204 units
Housing Tax Credit award: \$1,475,411

Decker Lofts, Austin 262 units
Housing Tax Credit award: \$1,500,000

Division Lofts, Arlington 75 units
Housing Tax Credit award: \$1,822,502

Kyle Dacy Apartments, Kyle 324 units
Housing Tax Credit award: \$1,515,943

Lago de Plata, Corsicana 150 units
Housing Tax Credit award: \$723,820

Luna Flats, San Antonio 69 units

Housing Tax Credit award: \$1,500,000

Metro Tower Lofts, Lubbock 89 units
Housing Tax Credit award: \$1,256,699

Reserve at New York, Arlington 84 units
Housing Tax Credit award: \$1,500,000

Verdin Square, Houston 96 units
Housing Tax Credit award: \$1,500,000

Wurzbach Manor, San Antonio 161 units
Housing Tax Credit award: \$837,177

2018 – 671 units

Cambrian East Riverside, Austin, 65 units
Housing Tax Credit award: \$1,010,620

Columbia Renaissance Sq. II, Ft. Worth 120 units
Housing Tax Credit award: \$1,500,000

Clyde Ranch, Clyde, 40 units
Housing Tax Credit award: \$500,000
HOME Award: \$660,000

Farmhouse Row, Slaton, 48 units
Housing Tax Credit award: \$642,500
HOME Award: \$660,000

The Vireo, Houston ETJ, 264 units
Housing Tax Credit award: \$1,848,560

Walnut Creek, Austin, 98 units
Housing Tax Credit award: \$615,231

The Chicon, Austin, 36 condo units
Commercial & Retail
City of Austin Funding: \$4,000,000

2017 – 1570 units

Baxter Lofts, Harlingen, 24 units
Housing Tax Credit award: \$335,545
Historic Tax Credits

Fenix Estates, Houston, 200 units
Housing Tax Credit award: \$1,201,176

Rio Lofts, San Antonio, 81 units
Housing Tax Credit award: \$1,198,439

Secretariat, Arlington, 74 units
Housing Tax Credit award: \$1,243,264

East Meadows Phase II, 119 units
Housing Tax Credit award: \$1,496,281

Old Dowlen Cottages, Beaumont, 72 units
Housing Tax Credit award: \$1,049,712

Del Valle 969, Austin ETJ, 302 units
Housing Tax Credit award: \$1,645,713

Lord Road, San Antonio, 324 units
Housing Tax Credit award: \$1,648,531

Harris Ridge, Austin, 324 units
Housing Tax Credit award: \$1,344,750

Housing First Oak Springs, 50 units
Commercial Health Clinic
Housing Tax Credit Award: \$596,746

2016 – 1948 units

Standard at Boswell Mktplace, Ft. Worth, 120 units
Housing Tax Credit award: \$1,500,000

Standard on the Creek, Houston, 120 units
Housing Tax Credit award: \$1,500,000

Rachael Commons, McGregor, 48 units
Housing Tax Credit award: \$501,703

Laguna Hotel Lofts, Cisco, 40 units
Housing Tax Credit award: \$545,000
Historic Tax Credits

Baxter Lofts, Plainview, 29 units
Housing Tax Credit award: \$462,000
Historic Tax Credits

Easterling Culebra, San Antonio, 90 units
Housing Tax Credit award: \$1,500,000

Tuscany Park at Arcola, Arcola, 96 units
Housing Tax Credit award: \$1,500,000

Cross Creek Apartments, Austin, 200 units
Housing Tax Credit award: \$991,084

Broadmoor Apartments, Fort Worth, 324 units
Housing Tax Credit award: \$1,522,365

Acme Apartments, San Antonio, 324 units
Housing Tax Credit award: \$1,553,716

Terrace at Walnut Creek, Austin, 320 units
Housing Tax Credit award: \$1,943,001

Mercantile Apartments, Fort Worth, 324 units
Housing Tax Credit award: \$1,522,255

2015 – 310 units

Columbia at Renaissance, Fort Worth, 150 units
Housing Tax Credit award: \$1,500,000

Estates of Lampasas, Lampasas, 80 senior units
Housing Tax Credit award: \$839,000

Wheatley Courts, San Antonio, 80 senior units
Housing Tax Credit award: \$736,792

2014 – 875 units

Citrus Cove, Bridge City, 80 senior units
Housing Tax Credit award: \$823,000

Parmer Place, Austin, 252 units
Housing Tax Credit award: \$1,025,359

Villas at West Mountain, El Paso, 76 units
Housing Tax Credit award: \$745,065

William Cannon, Austin, 252 units
Housing Tax Credit award: \$1,354,382

Wheatley Courts, San Antonio, 215 units
Housing Tax Credit award: \$1,975,031

2013 – 173 units

Oak Creek Village, Austin, 173 units
Housing Tax Credit award: \$2,000,000

2012* - 851 units

Acadiana Village, Bridge City, 80 units
Housing Tax Credit award: \$665,000

Amberwood. Place, Longview, 78 units

** Projects Prior to 2013 were developed as a partner in
S2A Development Consulting, LLC*

Housing Tax Credit award: \$857,000

Apple Grove Villas, Mesquite, 213 units
Housing Tax Credit award: \$1,906,038

Eastside Crossings, El Paso, 188 units
Housing Tax Credit award: \$1,246,056

La Ventana, Abilene, 84 units
Housing Tax Credit award: \$710,000

Reserves at High Plains, Dumas, 64 units
Housing Tax Credit award: \$591,366

Saddlebrook, Burkburnett, 64 units
Housing Tax Credit award: \$602,610

Solms Village, New Braunfels, 80 units
Housing Tax Credit award: \$750,000

2011 – 631 units

Tylor Grand, Abilene, 120 units
Housing Tax Credit award: \$1,395,109

Singing Oaks, Denton, 126 units
Housing Tax Credit award: \$1,368,129

The Sunningdale, Shenandoah, 130 senior units
Housing Tax Credit award: \$1,766,562

Main Street Commons, Taylor, 75 senior units
Housing Tax Credit award: \$1,061,857

Hunter's Chase, Rockdale, 80 senior units
Housing Tax Credit award: \$871,034

Woodside Village, McKinney, 100 units
Housing Tax Credit award: \$968,227

2010 – 752 units

Britain Way, Irving, 168 units
Housing Tax Credit award: \$1,627,680

Pinnacle at North Chase, Tyler, 120 units
Housing Tax Credit award: \$1,473,851

Mason Senior Apartments, Houston, 120 units
Housing Tax Credit award: \$1,451,258

Travis Street Plaza, Houston, 192 SRO units
Housing Tax Credit award: \$1,374,101

Canyon Square Village, El Paso, 104 units
Housing Tax Credit award: \$1,293,104

Las Brisas Manor, Del Rio, 48 senior units
Housing Tax Credit award: \$698,724

2009 – 838 units

Northline Apt. Homes, Houston, 172 units
Housing Tax Credit award: \$1,976,427

Gholson Hotel, Ranger, 50 senior units
Housing Tax Credit award: \$369,189

The Palms, Austin, 428 units
Housing Tax Credit award: \$2,000,000

Arrowsmith, Corpus Christi, 70 senior units
Housing Tax Credit award: \$444,645

Cherrywood Apts., West, 44 senior units
Housing Tax Credit award: \$290,139

Courtwood Apts., Eagle Lake, 50 senior units
Housing Tax Credit award: \$294,508

Hillwood Apts., Weimar, 24 senior units (rehab)
Housing Tax Credit award: \$149,029

2008 - 735 units

Heritage Square, Texas City, 50 senior units
Housing Tax Credit award: \$349,923

Highland Manor, La Marque, 141 senior units
Housing Tax Credit award: \$1,200,000

Stardust Village, Uvalde, 36 units
Housing Tax Credit award: \$427,390

Leona Apts., Uvalde, 40 units
Housing Tax Credit award: \$124,375

Park Place Apts., Cleveland, 60 units
Housing Tax Credit award: \$485,633

Premier on Woodfair, Houston, 408 units
Housing Tax Credit award: \$1,200,000

2007 – 168 units

Villa Estella Trevino, Edinburg, 168 senior units
Housing Tax Credit award: \$1,151,989

2006 – 209 units

City Walk @ Akard, Dallas, 209 SRO units
Housing Tax Credit award: \$1,200,000
Historic Tax Credits

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Entity Formation

1a Detailed Listing of Developer's Experience

1b Certificate of Status

1c Statement of Confidence



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Registration for National Community Renaissance of Texas, Inc. (file number 804704497), a CALIFORNIA, USA, Foreign Nonprofit Corporation, was filed in this office on August 26, 2022.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 01, 2024.



A handwritten signature of Jane Nelson in black ink.

Jane Nelson
Secretary of State



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for Diva Imaging LLC (file number 802113060), a Domestic Limited Liability Company (LLC), was filed in this office on December 01, 2014.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 01, 2024.



A handwritten signature of Jane Nelson in black ink.

Jane Nelson
Secretary of State



Franchise Tax Account Status

As of : 05/01/2024 13:39:00

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

NATIONAL COMMUNITY RENAISSANCE OF TEXAS, INC.	
Texas Taxpayer Number	32086057612
Mailing Address	9692 HAVEN AVE STE 100 RCH CUCAMONGA, CA 91730-0101
? Right to Transact Business in Texas	ACTIVE
State of Formation	CA
Effective SOS Registration Date	08/26/2022
Texas SOS File Number	0804704497
Registered Agent Name	CORPORATION SERVICE COMPANY DBA CSC LAWYERS INCORP
Registered Office Street Address	211 E 7TH ST. SUITE 620 AUSTIN, TX 78701



Franchise Tax Account Status

As of : 05/01/2024 16:48:18

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

DIVA IMAGING LLC	
Texas Taxpayer Number	32055821014
Mailing Address	2003 LA CASA DR AUSTIN, TX 78704-4720
? Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	12/01/2014
Texas SOS File Number	0802113060
Registered Agent Name	SALLIE E BURCHETT
Registered Office Street Address	2003 LA CASA DR AUSTIN, TX 78704

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Entity Formation

1a Detailed Listing of Developer's Experience

1b Certificate of Status

1c Statement of Confidence

STATEMENT OF CONFIDENCE

Project team members, Sarah Andre and Sallie Burchett have participated in developments within the City of Austin, several of which have received funding through the Housing Department's programs. Financial and Development references are available upon request.



CITY OF GAINESVILLE

Department of Housing & Community Development

May 3, 2024

Rental Housing Development Assistance Program (RHDA)
301 W. Second Street
Austin, TX 78701

**Re: RHDA Application Statement of Confidence for Oscar Paul and Ariana Brendle –
National Community Renaissance**

To whom it may concern,

I have worked with Oscar Paul and Ariana Brendle since 2022 on an affordable multifamily development within the City of Gainesville. The development, Hawthorne Heights, is to produce 86 affordable housing units. This development will provide affordable housing for the senior community of Gainesville. Oscar and Ariana performed in a timely manner and adhered to their proposed timeline. The City of Gainesville has committed to contribute the requested \$139,561.00 for this development and no other subsidies were requested or provided. Please feel free to contact me if you have any questions or concerns.

Sincerely,

John Wachtel,
Neighborhood Planning Coordinator



City of Panama City
501 Harrison Ave., Panama City, FL 32401
(850) 872-3000 | panamacity.gov

May 3, 2024

Rental Housing Development Assistance Program (RHDA)

301 W. Second Street

Austin, TX 78701

Re: RHDA Application Statement of Confidence for Oscar Paul – National Community Renaissance

To whom it may concern,

The City of Panama City has worked with Oscar Paul since 2021 on affordable housing initiatives and is looking forward to future opportunities to work with Oscar. He was a member of the development team for two affordable multifamily developments within the city consisting of 164 total affordable housing units. These developments provide critical affordable housing for our most vulnerable residents of Panama City. Oscar performed in a timely manner and adhered to the proposed development timeline. The City of Panama City contributed \$4,000,000 for these two developments for which Oscar was a member of the development team. No other subsidies were requested or provided. Please feel free to contact me if you have any questions or concerns.

Sincerely,

Grey Dodge

Director of Economic Development / CRA



May 3, 2024

Rental Housing Development Assistance Program (RHDA)
City of Austin

Re: RHDA Application Statement of Confidence for Sallie Burchett

To whom it may concern,

I have worked with Sallie Burchett since 2022 on two affordable multifamily developments within the City of Plainview. The developments are the completed historic adaptive reuse, Conrad Lofts, and Plainview Lofts, currently under construction. Conrad Lofts is 29 units and Plainview Lofts is 34 units. Both these developments are affordable housing for the families in our community. Sallie performed in a timely manner and adhered to her proposed timeline. The City of Plainview contributed the requested \$250.00 fee waivers for these developments and no other subsidies were requested or provided. Please feel free to contact me if you have any questions or concerns.

Sincerely,

Kristi Aday
Executive Director
Plainview Hale County Economic Development Corporation
Plainview, Texas



Development Services Department
Planning Division
1300 7th Street
Wichita Falls TX 76307
(940) 761-7451

May 3, 2024

Rental Housing Development Assistance Program (RHDA)
City of Austin


Re: RHDA Application Statement of Confidence for Sallie Burchett

To whom it may concern,

I have worked with Sallie Burchett since 2022 on an affordable multifamily development within the City of Wichita Falls. The development, Wichita Falls Lofts, is currently under construction and will provide 46 housing units. This development will provide affordable housing for the families in our community. Sallie performed in a timely manner and adhered to her proposed timeline. The City of Wichita Falls has committed to contribute the requested \$500.00 for this development through expedited review and permitting and no other subsidies were requested or provided.

Please feel free to contact me if you have any questions or concerns.

Sincerely


K. Montgomery-Gagné

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Principals Information

2a Resume of Principals

2b Resumes of Development Team

2c Resumes of Property Management Team



Michael M. Ruane

PRESIDENT

Michael M. Ruane, National CORE's President, leads the development of program and business strategies for the organization and is responsible for overseeing all operating departments. Previously, Mr. Ruane served in a variety of leadership positions in Orange County, including Chief of Strategy and Public Affairs of CalOptima, Executive Director of the Children and Families Commission, Assistant County Chief Executive Officer and Director of the Environmental Management Agency. Mr. Ruane is a graduate of the University of California, Irvine, and earned a master's degree from the UCLA Graduate School of Architecture and Urban Planning. Mr. Ruane is the Immediate Past Chair of the Orange County/Inland Empire District Council of the Urban Land Institute and is the Jury Chair for the 2016 HUD Innovation in Affordable Housing national design and planning competition.

Profiles of Principals and Key Staff

ARIANA BRENDLE

VICE PRESIDENT OF ACQUISITIONS

Ms. Brendle serves as Vice President of Acquisitions at National Community Renaissance ("National Core"), where she is responsible for managing all aspects of the development process from asset acquisition through debt conversion and stabilization. Her professional experience encompasses both affordable & market-rate multifamily housing development and financing, including FHA insured loans utilizing 221(d)(4) New Construction & Sub- Rehabilitation, 223(f)(a)(7), 202 and 231 loan products. The capital stacks of these developments typically included Low Income Housing Tax Credits (4% & 9%), Tax Exempt Bonds, and subordinate debt. Ms. Brendle received a BA in International Business from Faculdade Cenecista de Joinville (Brazil), as well as a Master's in Business Administration – Finance from the University of Baltimore. She is also a graduate of the Mortgage Bankers Association FHA Underwriting Training Program.

EDUCATION

B.A., International Business,
Faculdade Cenecista de Joinville, Brazil

M.A., Business Administration - Finance,
University of Baltimore, Maryland

ROLE

Site acquisition
Finance structuring
Proforma management
Entitlement processing
Schedule monitoring
Local, state and federal housing funding application
Real estate closing
Construction coordination

RELEVANT EXPERIENCE

Harmony on Santa Barbara, Development Manager

Harmony on Santa Barbara is an 82-unit, new construction project located in Naples, Florida. Financed with 4% LIHTCs, Multi-Family Revenue Bonds and CDBG funds, Harmony on Santa Barbara will serve tenants earning between 30%-80% of the Area Medium Income.

The project consists of two three-story concrete garden-style buildings and a free-standing clubhouse providing residents with access to amenities such as a fully equipped fitness center, game-room, media center, cyber-cafe, swimming pool and children's playground.

Magnolia Oaks, Development Manager

Magnolia Oaks is a 110-unit new construction project located in Tallahassee, Florida. Financed with 4% LIHTCs + Multi-Family

Revenue Bonds, Magnolia Oaks will serve tenants earning between 33-60% of the Area Medium Income.

The project consists of five three-story garden-style buildings and a free-standing clubhouse providing residents with access to amenities such as a fully equipped fitness center, game room, media center, cyber-cafe, swimming pool and children's playground.

Prisma Artist Lofts, Senior Development Manager

Prisma Artist's Lofts consists of 75 units, including 14 live/work units with ground level storefronts. Located on 1.45 acres, the four-story community will offer subsidized, affordable apartment homes in 1-, 2-, and 3-bedroom designs. The community will include a welcoming lobby, leasing office, community room, and amenity courtyard with an outdoor BBQ counter, dining tables, landscaping, and children's play equipment.

Miraflores Apartments, Senior Development Manager

Miraflores Apartments will be a beautiful new affordable and supportive housing community located in Anaheim, California. Miraflores Apartments will offer 85 affordable apartment homes for individuals and families earning below 60% of the area median income (AMI). Eight one-bedroom apartments will be reserved as permanent supportive housing for individuals and families who are unhoused or at-risk of becoming unhoused.

Miraflores Apartments will focus on sustainable, energy-efficient construction that achieves LEED certification and reduces residents' utility expenditures. A spacious community center will serve as the hub for resident services and activities. Additional onsite amenities will include a swimming pool, a playground, 1,900 square-feet of flexible use space, an outdoor rooftop lounge deck, and laundry facilities. The Hope through Housing Foundation will provide onsite programs and services, providing residents with the resources and support they need to thrive.

Oak View Ranch, Senior Development Manager

Oak View Ranch is an upcoming 200 unit fully affordable multi-family apartment complex for families and seniors in Murrieta, California. The community will feature amenities including an outdoor pool and clubhouse, children's playground, community center, community garden, half basketball court, outdoor fitness stations & conversation areas, pet-friendly green space, BBQ area with tables, Boys & Girls Club and a senior center.

OSCAR PAUL

DEVELOPMENT MANAGER

Mr. Paul serves as the Development Manager for National Community Renaissance ("CORE"). He is locally based and will act as project manager and will direct and coordinate the projects to completion. He is responsible for all aspects of development ranging from land and asset acquisition through debt conversion and stabilization. Oscar has been involved in the affordable housing for most of his career, starting as a leasing consultant at an affordable housing community. Oscar has played a key role in the development of over 1500 units of affordable housing units across Florida and Texas. His expertise ranges from acquisition/rehab of aged properties utilizing Low Income Housing Tax Credits(4% and 9%), to new construction of several hundred units utilizing bond financing. He is familiar with complex financing and capital stacks, governmental programming, and major real estate transactions. Oscar double-majored while attending Florida State University, receiving his B.S. in Urban/Regional Planning & Development as well as Emergency Management and Homeland Security.

EDUCATION

B.S., Urban and Regional Planning + Development and Public Administration

Undergraduate Certificate in Homeland Security and Emergency Management

ROLE

Project management

Finance structuring

Proforma management

Entitlement processing

Schedule monitoring

Local, state, and federal housing funding application

Real estate closing

Construction coordination

AWARDS

Congressional Medal of Service - US Congress

President's Volunteer Service Award - The White House

Segal Education Award - AmeriCorps

RELEVANT EXPERIENCE

Development Manager, National CORE

- Serving as development manager overseeing affordable housing development in Florida and Texas
- Research and apply for multiple funding programs including LIHTC, SAIL, and bond financing
- Pursue partnerships with developers and other private/public stakeholders in affordable housing
- Engage with architects, civil engineers, city planners, and others to ensure potential development feasibility

Development Coordinator, Royal American Development, INC.

- Oversaw LIHTC development process from pre-financing to leasing of multifamily affordable housing developments
- Engaged with private and public sector stakeholders to secure funds necessary to complete construction of over 1,500 housing units
- Managed underwriting process with lenders and tax credit syndicators

Disaster Preparedness Specialist, American Red Cross

- Independently supervised workforce of 400 staff volunteers
- Ensured yearly goals were met for the disaster preparedness department Acted as the Director of Planning for several regional disaster responses
- Regularly engaged with private and public sector community partners to extend the reach of preparedness programming

KEY PROJECTS & CLOSINGS

- The Park at Massalina & Fletcher Black - Panama City, FL 284 Units. Family Demographic. New construction financed with LIHTC allocated by FHFC and ARP funds allocated by Panama City, Florida. Partnership with Panama City Housing Authority.
- Mission Hills Apartments - Tallahassee, FL 162 Units. Family Demographic. Acquisition & Rehab financed with LIHTC allocated by FHFC.
- Suwannee Pointe Apartments - Live Oak, FL 36 Units. Family Demographic. New construction. Financed with LIHTC allocated by FHFC.
- Enclave at Lake Pointe Village - Sugarland, TX 132 units. Senior Demographic. Financed with LIHTC allocated by TDHCA.



SARAH H. ANDRÉ, MA, MSCRP

1301 Chicon, Suite 101; Austin, Texas 78702

PROFESSIONAL EXPERIENCE

EAST 43RD ST, LLC DBA STRUCTURE DEVELOPMENT, AUSTIN, TX

Owner, 2011-Present

Sole Owner of Real Estate Consulting Company. Specialize in financial analysis, deal structuring and project management for Low Income Housing Tax Credit funded developments. Experienced in use of public subsidies for affordable housing, including Section 202, Low Income Housing Tax Credits, Historic Tax Credits, HOME and CDBG funds. Projects include:

- Parmer Place Apartments, 252 units of affordable housing in Austin, TX
- Mason Senior Apartments, 120 units of affordable housing for Seniors in Katy, TX
- Oak Creek Village, full redevelopment of 173 unit HAP property in Austin, TX
- Wheatley Courts, full development of PHA housing in San Antonio, TX

S2A DEVELOPMENT CONSULTING, AUSTIN, TX

Principal, 2005-2013

Co-Owner of Real Estate Consulting Company. Specialized in financial analysis, deal structuring and project management for Low Income Housing Tax Credit funded developments. Experienced in use of public subsidies for affordable housing, including Section 202, Low Income Housing Tax Credits, Historic Tax Credits, HOME and CDBG funds. In seven years, S2A prepared and submitted successful applications for Federal Tax Credits valued at more than \$41 Million, resulting in the creation of more than 4,800 units of affordable housing. Specific tasks included:

- Developing pro formas, completing financing applications, completing due diligence and negotiating with lenders and investors;
- Completing all aspects of pre development work including variances, zoning, permitting, and re-platting;
- Coordination of the development team, including architect, engineers, consultants and contractors;
- Completing draw requests, monitoring loan funds, completing grant reports and compliance; and
- Under contract with Diana McIver and Associates, researched and co-wrote the City of Austin's TOD Affordable Housing Study. Provided site analysis for TOD areas, developed site selection criteria and provided recommendations for redevelopment opportunities.

ADVOCATES FOR HUMAN POTENTIAL, INC., SUDBURY, MA

Program Associate, 2005-2008

Responsibilities included research, data collection and analysis, technical assistance and training, and writing reports. Specific projects included:

- Author and trainer for Independent Living Research Utilization – *Get, Choose, Keep* – A guide for transition coordinators helping people with disabilities move into the community;
- Program Evaluator for CMHS Projects for Assistance in Transition from Homelessness (PATH); Program Site Visits; and
- Technical assistance and training on housing issues for “Money Follows the Person” grantees under contract with Ascillon Corporation.

AUSTIN REVITALIZATION AUTHORITY, AUSTIN, TX

Senior Project Manager, 2003-2005

Oversight and coordination of an 18-unit single-family affordable redevelopment project that included re-subdivision, historic rehabilitation, variances, Green building, and multiple federal and local funding sources. Specific tasks included:

- Worked with architects, lender, builders and other members of the development team to ensure project complied with all guidelines.
- Created pro formas, monitored budget and completed draws;
- Wrote grants for a variety of projects including streetscape beautification and historic rehabilitation; and
- Worked with Board of Directors to develop housing policy.

THE ENTERPRISE FOUNDATION, AUSTIN, TX

Assistant Director/Program Director, Housing, 1997-2002

Planned, developed and implemented programs for the Austin office. Tracked and responded to public policy changes related to office priorities. Developed budgets, tracked expenditures and coordinated with Director to complete quarterly reporting and monthly reimbursement submissions to funding sources. Managed contracts with consultants and grantees. Principal investigator and author for a wide variety of publications. Specific projects included:

- Operated two grant programs benefiting community development corporations (CDCs). Worked with CDCs to conceptualize, develop and fund affordable housing projects for persons with disabilities and other low-income target populations;
- Developed and delivered training statewide on affordable housing and community development with an emphasis on housing for persons with disabilities; and
- Developed and managed consumer-based housing coalitions in seven Texas communities.

DIANA MCIVER AND ASSOCIATES, INC., AUSTIN, TX

Manager, Special Projects, 1994-1996

Responsible for a variety of special projects, including the development of purchaser qualification packages under the Title VI Preservation program and an Analysis of Impediments to Fair Housing Choice for the City of Austin, Texas.

- Responsible for outreach and technical assistance to nonprofit organizations across Texas.
- Researched federal, state and private funding sources for affordable housing development.
- Marketed resources to eligible organizations and assisted throughout the application process.
- Wrote and published *Housing Choices in Texas: Creating Opportunities for People with Disabilities*.

EDUCATION

MS Community and Regional Planning. The University of Texas at Austin. 1995

MA Latin American Studies. The University of Texas at Austin. 1995

BA Anthropology and Sociology. Rhodes College. 1990

AFFILIATIONS

Chair, Austin Strategic Council on Affordability Urban Land Institute

SALLIE BURCHETT, AICP

DIVA IMAGING LLC

Ms. Burchett has worked in the land development field for 30 years in both the public and private sectors as city planner, construction manager, and developer. She has been performing site due diligence and entitlement for Housing Tax Credit developments since 2014.

The following is a list of Diva Imaging LLC developed and owned multifamily developments and units:

Alton Gloor Lofts Brownsville, TX | 78 under construction
Wichita Falls Lofts Wichita Falls, TX | 46 under construction
Del Rio Lofts Del Rio, TX | 61 under construction
Canyon Lofts Canyon, TX | 72
Brownsville Lofts Brownsville, TX | 70
Metro Tower Lofts Lubbock, TX | 89
Farmhouse Row Slaton, TX | 48
Clyde Ranch Clyde, TX | 40
Baxter Lofts Harlingen, TX | 24
Old Dowlen Cottages Beaumont, TX | 72
Rachael Commons McGregor, TX | 48
Bishop Gardens Justin, TX | 72
Cypress Place Beaumont, TX | 76
The Residences of Solms Village New Braunfels, TX | 80
Chaparral Townhomes Allen, TX | 126

Prior to role as development owner, Ms. Burchett has the following development experience:

- Bojorquez Law Firm: She has worked with over 2 dozen cities across the state including Kerrville, Lakeway, Westlake Hills, Dripping Springs, Round Rock, and Nolanville reviewing development and recommending land use policies.
- The Barr Company: Project Manager for design build construction services for City of Austin developments – examples include the Police Department 911 Call Center, EMS Stations, and Fire Stations.
- Blake Magee Company: Master Planned Development Assistant for Austin area communities including Scofield Farms and Stone Canyon.
- Camden Development: Multifamily Development Intern for Houston area acquisition and rehabilitation projects.

Specific projects that Ms. Burchett has authored, collected data, and performed geospatial analysis for the multiple projects across the State of Texas include the following:

- Sustainable Places Statewide Initiative, The University of Texas
- Affordable Housing in Transit Oriented Developments, City of Austin
- ADA Sidewalk Compliance, City of Austin
- FHWA Sign Compliance and Inventory, City of Austin
- Bus Stop Inventory, Capital Metropolitan Transportation Authority
- Annexation Plan, City of West Lake Hills
- Zoning Ordinance, City of Nolanville

EDUCATION

MS Community and Regional Planning. The University of Texas at Austin.

BA Housing Interior Design and Consumer Studies. Oklahoma State University.

Sallie is a member of the American Institute of Certified Planners and an advocate for great places to live, work, learn, and play.

2

Principals Information

2a Resume of Principals

2b Resumes of Development Team

2c Resumes of Property Management Team

A Fugleberg Koch Company

AFFORDABLE HOUSING

FK Architecture | www.fkcompanies.com | AR0017385

AFFORDABLE HOUSING

The availability of affordable housing for our nation's workforce and families continues to be an important part of a stable and healthy community. The affordable consumer seeks the same conveniences as other market segments, such as schools, shopping, parks and accessibility to work.

FK Architecture has been a pioneer in affordable and workforce housing since the early 70's. We have extensive experience working with the various government programs, private development strategies and public/ private joint initiatives.

Designing affordable communities for people and families that keep towns and cities alive with their hard work, is where we draw the most inspiration. Changing and improving lives for the better is our basic mission as architects.



LUNA TRAILS
TITUSVILLE, FL



LAFAYETTE GARDENS
TALLAHASSEE, FL



BRYCE LANDING
CLAY COUNTY, FL



FREEDOM GARDENS
BROOKSVILLE, FL



OAKS AT LAKESIDE
BRADENTON, FL



OSPREY POINTE
DADE CITY, FL



PALMS AT TOWN CENTER

PALM COAST, FL

88 UNITS

AMENITIES

HTG's largest "workforce housing" community
 Pool
 Dog Park
 Clubhouse



PALMS AT TOWN CENTER



VALENCIA GROVE PHASE I & II

EUSTIS, FL

254 UNITS

AMENITIES

- Clubhouse
- Fitness Center
- Courtyard
- Shuffleboard Courts



VALENCIA GROVE



HAMMOCK RIDGE PHASE I & II

SPRING HILL, FL

196 UNITS

AMENITIES

Communal Lobby
Fitness Center

National Green Building Standards (NGBS) Certification



HAMMOCK RIDGE



EMERALD VILLAS PHASE II

PINE HILLS, FL

96 UNITS

AMENITIES

- Low-Income Senior Housing Complex
- NGBS Green Certified at the Silver Level
- Computer & Library Room
- Clubhouse



EMERALD VILLAS PHASE II

CONTACT US

As a vital force in the professional community, FK Architecture is poised to lead through understanding, innovation, and team work for those they serve.

If you would like to speak with us regarding your project or development opportunities, please contact:

FK Architecture

2555 Temple Trail, Winter Park, FL 32789

407-629-0595

www.fkcompanies.com

AR0017385



2

Principals Information

2a Resume of Principals

2b Resumes of Development Team

2c Resumes of Property Management Team



Dan Lorraine

SENIOR VICE PRESIDENT OF PROPERTY MANAGEMENT

Daniel W. Lorraine joined National CORE in 2014 as Senior Vice President of Property Management, where he oversees a portfolio of more than 9,000 units in California, Arkansas and Texas, and leads the organization's environmental sustainability efforts. Previously, Dan was Senior Vice President of Property Management at The Community Builders in Boston, overseeing a division responsible for managing nearly 9,000 units across fourteen states and the District of Columbia. While with The Community Builders, he led a cutting edge division that thrived in difficult markets and managed complex properties. He joined the company in 2008 after six years as regional manager for Trans World Entertainment Corp. in Albany, N.Y. He also spent 18 years in management positions for Woonsocket, R.I.-based CVS Pharmacy.



Courtney Richard

SENIOR VICE PRESIDENT OF PROPERTY MANAGEMENT

Courtney Richard, Senior Vice President of Property Management, has been a member of the National CORE team since 2012 and has worked in property management since 2009. In her role, she oversees the operations and management of National CORE's 100+ affordable housing communities and a team of more than 300. She is responsible for setting strategic goals for National CORE's largest division to meet the growing needs of National CORE's expanding portfolio and new business lines.

In 2012, Courtney was instrumental in bringing relocation services in-house. Under her leadership, the team has launched a lucrative business line for National CORE, offering third-party services. Her unique approach to relocation minimizes resident hardship and provides consistent communication with residents while complying with mandated regulations.

Courtney has been recognized for her accomplishments by the Southern California Association on Nonprofit Housing (SCANPH) and Affordable Housing Finance. She holds multiple certifications, including RAD Project-Based Voucher, Rental Assistance Certification and Tax Credit Specialist. She graduated from Cal State San Bernardino with a Bachelor of Science in Business Administration.

3

Financial Information

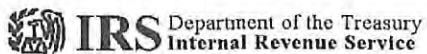
3a Federal IRS Certification

3b Certified Financial Audit

3c Board Resolution

3d Financial Statements

3e Funding Commitment Letters



OGDEN UT 84201-0046

In reply refer to: 0423620940
June 20, 2023 LTR 147C 0
31-1759773 000000 00
00006427
BODC: TE

**NATIONAL COMMUNITY RENAISSANCE OF
TEXAS INC**

% RICHARD J WHITTINGHAM
9692 HAVEN AVENUE SUITE 100
RANCHO CUCAMONGA CA 91730-5891

Employer identification number: **31-1759773**

Dear Taxpayer:

Thank you for your correspondence dated Sep. 15, 2022.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

You can get any of the forms or publications mentioned in this letter by visiting our website at [IRS.gov/forms](https://www.irs.gov/forms) or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call us at 800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number () _____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

Sincerely yours,

Cynthia J. Crowell
Department Manager, Entity

Enclosures:
Copy of this letter



Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0437559733
Sep. 16, 2011 LTR 3064C 0
31-1759773 201012 67

00019172
BODC: TE

SOUTHERN CALIFORNIA HOUSING
DEVELOPMENT CORPORATION OF SAN
% RICHARD J WHITTINGHAM
9065 HAVEN AVE STE 100
RCH CUCAMONGA CA 91730-5429



003772

Taxpayer Identification Number: 31-1759773

Dear Taxpayer:

Thank you for the inquiry of Aug. 04, 2011, to resolve your account with the IRS.

Our records indicate your organization's exempt status is currently favorable.

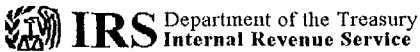
If you need forms, schedules, or publications, you may get them by visiting the IRS website at www.irs.gov or by calling toll-free at 1-800-TAX-FORM (1-800-829-3676).

If you have any questions, please call us toll free at 1-877-829-5500.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number () _____ Hours _____



OGDEN UT 84201-0038

003772.893012.0017.001 1 AT 0.365 705



SOUTHERN CALIFORNIA HOUSING
DEVELOPMENT CORPORATION OF SAN
% RICHARD J WHITTINGHAM
9065 HAVEN AVE STE 100
RCH CUCAMONGA CA 91730-5429



003772

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.



The IRS address must appear in the window.

BODCD-TE

0437559733

Use for payments

Letter Number: LTR3064C
Letter Date : 2011-09-16
Tax Period : 201012



311759773

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0038



SOUTHERN CALIFORNIA HOUSING
DEVELOPMENT CORPORATION OF SAN
% RICHARD J WHITTINGHAM
9065 HAVEN AVE STE 100
RCH CUCAMONGA CA 91730-5429

311759773 LJ SOUT 67 2 201012 670 0000000000



Tax Exempt Organization Search

Select Database ?

Form 990-N (e-Postcard) ▼

Search By ?

Employer Identification Number (EIN) ▼

Search Term ?

XX-XXXXXXX or XXXXXXXXX

311759773 ✕

City

Enter City

State

All States ▼

Country

United States ▼

RESET

SEARCH

[Search Tips](#)

Showing 1-1 results of 1

EIN	Organization Name	City	State	Country
31-1759773	NATIONAL COMMUNITY RENAISSANCE OF TEXAS INC	Rancho Cucamonga	California	United States

3

Financial Information

3a Federal IRS Certification

3b Certified Financial Audit

3c Board Resolution

3d Financial Statements

3e Funding Commitment Letters

Audit

Please note the audit information for is being submitted under separate cover.

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**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
NATIONAL COMMUNITY RENAISSANCE OF TEXAS, INC.**

February 26, 2024

All of the members of the Board of Directors (the “**Board**”) of National Community Renaissance of Texas, Inc., a California nonprofit public benefit corporation (the “**Corporation**” or “**NCRT**”), hereby adopt the following resolutions by unanimous written consent dated as of the date noted above, which action shall be as valid and legal and of the same force and effect as though taken at a special meeting of the Board duly and validly noticed and held:

BAILEY AT STASSNEY AFFORDABLE HOUSING COMMUNITY PROJECT

**Granting of Authority Regarding Organizational, Funding and Other Matters,
Including Authorization for Application of 9% Housing Tax Credits in Texas**

WHEREAS, the Corporation recognizes and strives to meet the diverse needs for housing, social, education and other services of the community at large, and especially low-income residents;

WHEREAS, the Corporation is committed to effectively serving the housing needs of low-income residents by providing safe, decent and affordable housing for persons of very low, low and moderate-income levels;

WHEREAS, the Corporation’s management has presented the Board with a proposal to create/form a limited liability company (the “**LLC**”) and/or a new limited partnership (the “**Partnership**”) in which the Corporation, or an affiliate thereof, will serve as the managing member and/or general partner respectively (collectively, the “**Project Partnership**”) to develop, construct, own, operate, manage, maintain and/or provide necessary guarantees for a new affordable housing project to consist of approximately 104 studio and one-bedroom units to be located within one single building on a 2.36-acre vacant site at the intersection of W. Stassney Lane and Humming Bird Lane, in Austin, Texas (the “**Project**”);

WHEREAS, the Corporation’s management desires authorization to apply for and receive for the Corporation, on its own behalf and/or on behalf of the Project Partnership, an allocation of 9% low-income housing tax credits (the “**Tax Credits**”) issued by the Texas Department of Housing and Community Affairs (“**TDHCA**”), and, specifically, to submit an application to obtain from the agency an allocation of such Tax Credits and to take all steps necessary to receive those Tax Credits if the application is approved, for the purposes of serving and fulfilling obligations to develop, construct, own, operate, manage and maintain the Project;

WHEREAS, the Corporation’s management also desires authorization to apply for and receive project based vouchers (the “**PBVs**”) from the Housing Authority of the City of Austin (“**HACA**”) for the Project;

WHEREAS, the Corporation’s management also desires authorization to apply for and receive funding (the “**City Funding**”) from the City of Austin (the “**City**”) for the Project;

WHEREAS, the Corporation's management also desires authorization to seek and obtain other financing for the pre-development, development, construction, and/or operation of the Project (the "**Project Financing**"); and

WHEREAS, the Corporation's management also seeks approval to proceed with predevelopment activities in furtherance of the foregoing and to take all necessary action in relation thereto.

NOW THEREFORE, IT IS HEREBY RESOLVED, that the Board approves and authorizes the Corporation to, and, as applicable, cause the Project Partnership to: (i) create/form the LLC; (ii) create/form the Partnership; (iii) apply for, submit to TDHCA an application and documentation as may be necessary to apply for, and accept/receive an allocation of Tax Credits from TDHCA; (iv) apply for and receive the HACA PBVs; (v) apply for and receive the City Funding; (vi) seek and obtain other Project Financing; and (vii) proceed with predevelopment activities in furtherance of the foregoing and to take all necessary action in relation thereto;

RESOLVED FURTHER, that if the application for Tax Credits from TDHCA is approved, the Corporation, on its own behalf and/or on behalf of the Project Partnership, hereby agrees to use the Tax Credits in the manner presented in the application as approved by TDHCA;

RESOLVED FURTHER, that the Board hereby approves and authorizes, Michael Ruane, acting in his capacity as President, Michael Finn, acting in his capacity as the Chief Financial Officer, and Robert Diaz, acting in his capacities as Executive Vice President and General Counsel, each an "**Authorized Representative**" and each acting individually on behalf of the Corporation and/or the Project Partnership, as applicable, to enter into, execute, and deliver any and all agreements, applications, filings, instruments, certificates, and other documents, including, without limitation, operating agreements, partnership agreements, purchase agreements, acquisition loan agreements, development agreements, loan agreements, ground lease agreements, bonding agreements, management agreements, construction agreements, service agreements, guaranties, promissory notes, evidence of liens or other encumbrances related thereto, deeds of trust, security agreements, regulatory agreements and/or escrow instructions, each as management may deem necessary or appropriate to carry into effect the full purposes and intent of the above resolutions, including, but not limited to, any documents required or requested by TDHCA, the U.S. Department of Housing and Urban Development ("**HUD**"), HACA, the City, and the local county pertaining to these resolutions and any other documents as may be deemed necessary to construct, operate and manage the Project and finalize and obtain any financing arrangements sought in relation thereto, along with any and all amendments thereto;

RESOLVED FURTHER, that each Authorized Representative, or their designee, is hereby authorized and directed to do and perform any and all such other acts as any Authorized Representative shall deem necessary or advisable to carry out the purposes and intent of the foregoing resolutions, including such acts as requested and/or required by TDHCA, HUD, HACA, the City, and/or the local county, so long as the Authorized Representative deems such differing terms to be not materially less advantageous than those described in the foregoing resolutions;

RESOLVED FURTHER, that the Corporation may engage in all such other activities relating to or incidental to the above-resolutions and to fulfill its and/or the Project Partnership's role(s) of developer, guarantor, general contractor, and/or property manager;

RESOLVED FURTHER, that any Authorized Representative, or their designee, is hereby

authorized and directed to submit evidence of these resolutions to TDHCA, HUD, HACA, the City, the local county, and/or any other interested third party in any format required by such third party and/or with any such similar language such third party may request so long as such required format or language does not include authorizations or approvals substantially different than what has been authorized and/or approved herein; and

RESOLVED FURTHER, that these resolutions shall take effect immediately upon their passage.

General Authorizations Regarding the Above Resolutions

In support of all of the above resolutions, BE IT:

RESOLVED FURTHER, that the execution of any such agreements, applications, instruments, certificates, and other documents (as noted in any and/or all of the above resolutions) by the Corporation's Authorized Representatives, or their designees, shall evidence conclusively the approval thereof by the Corporation;

RESOLVED FURTHER, that all acts, actions, or agreements undertaken prior to the adoption of these resolutions by the Corporation or any of its representatives in connection with matters of the type set forth in the foregoing resolutions are hereby ratified, confirmed, adopted, and approved by the Corporation as the acts and deeds of the Corporation; and

RESOLVED FURTHER, that the foregoing resolutions are intended to be and may be relied upon by any person or entity involved in any one or more of the actions comprising the above-described transactions.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent dated as of the date set forth above.



Jeffrey Burum, Chair

Veronica Cooper

Laura Kurtz Kuhns

Estella Martinez

Tony Mize

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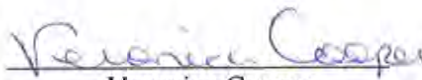
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3

Financial Information

3a Federal IRS Certification

3b Certified Financial Audit

3c Board Resolution

3d Financial Statements

3e Funding Commitment Letters

FINANCIAL STATEMENTS

Please note financial information for is being submitted under separate cover.

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May 1, 2024

Ms. Ariana Brendle
VP of Acquisitions
9417 Haven Avenue
Rancho Cucamonga, CA 91730
Phone: (410) 227-9540

Via E-mail: abrendle@nationalcore.org

Re: Permanent Financing for Bailey at Stassney Apartments, a to-be-built 104-unit, affordable housing, multi-family project located at 400 West Stassney, Austin, Texas 78745

Dear Ms. Brendle:

Thank you for the opportunity to provide you with the following terms pertaining to the permanent financing for your upcoming Project.

KeyBank National Association ("Key") is pleased to deliver this letter to you and is proposing to make its m in connection with Bailey at Stassney Apartments (the "Property").

Based on our review below is an outline of the terms in which KeyBank would consider in the event there is further interest to provide the financing. The terms below are intended to outline a proposal which describes the terms pursuant to which a definitive agreement may be entered and do not constitute a binding contract. A Permanent Loan, or any other financing by KeyBank National Association is contingent upon, among other things, completion of due diligence, negotiation and execution of definitive agreements and approval of its Credit Administration.

This letter is for discussion purposes only and does not represent a commitment by KeyBank to provide financing for the project nor an offer to commit. The proposed terms of the permanent loan are as follows:

Terms and Conditions of the Permanent Loan:

Borrower:	Bailey at Stassney, LP, a single-asset entity to be approved by KeyBank.
Loan Amount:	\$7,015,247, subject to appraisal and final underwriting.
Origination Fee:	1.0% of final loan amount.
Term/Period:	Minimum of 15 years (longer term available)
Amortization:	35 Years
Interest Rate Indications:	Estimated at 7%
Guaranty/Recourse:	Guaranty of Construction Completion, Repayment and Performance will be required. Entities to provide guarantees will to be determined prior to closing of financing.
S& U:	Borrower has supplied to the Bank certain financial information pertaining to the Project. The Bank has drafted these loan terms based on the assumptions made from that financial information. Any change in the financial information may change the terms and conditions of the Bank.
Appraisal:	Bank shall receive prior to the closing date a written appraisal satisfactory to the Bank in all respects including, but not limited to, a market valuation of the Project which includes all tax credit equity, and other favorable financing which indicate a loan to value ratio not to exceed eighty percent (80%).
Closing costs:	Borrower agrees to pay all Loan expenses including, but not limited to, title company premiums and charges, fees of the Bank's counsel, survey costs, appraisal, environmental site assessment, recording fees and taxes, escrow agent settlement fee, property inspection fees, and all other reasonable expenses in connection with the preparation, closing, and disbursement of the Loan. To the extent incurred, the foregoing expenses shall be paid by Borrower whether or not the Loan shall close or be funded.
Municipal Considerations:	KeyBank is not acting as a municipal advisor or fiduciary and any opinions, views or information herein is not intended to be, and

should not be construed as, advice within the meaning of Section 15B of the Securities Exchange Act of 1934.

Accounts:

Accounts will be held at KeyBank for project.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. Therefore, all new and existing customers are subject to the identity verification requirements.

When a customer opens an account with any entity within the KeyCorp family of companies, we will ask for the customer's name, address and identification number, and in the case of an individual, his or her date of birth. For business accounts, we may also obtain this information for individuals associated with the business. We may also request to see a valid driver's license or other approved identifying documents. In all cases, Key is committed to protecting the privacy and identity of each of its customers.

This letter of intent does not represent a contract or a firm commitment. The purpose of this letter is to outline the basic terms under which KeyBank National Association is willing to consider providing or arranging financing. This proposal is subject to the Bank's further review under its normal credit underwriting procedures. The terms and conditions as outlined herein may be modified, changed or waived upon further due diligence review by Bank. Pending our normal credit approval process the Bank will issue a formal commitment. This letter of intent is made to the Borrower and is not assignable or transferable to any other party or entity.

Many thanks,

A handwritten signature in black ink, appearing to read "H. Zuñiga, Jr.", with a stylized flourish at the end.

Hector X. Zuñiga, Jr.
Vice President
Sr. Mortgage Banker – Affordable Housing
KeyBank Real Estate Capital

HUDSON

HOUSING CAPITAL

February 23, 2024

Michael Ruane
National Community Renaissance of Texas, Inc.
9692 Haven Avenue, Suite 100
Rancho Cucamonga, CA 91730

Re: **Bailey at Stassney – Austin, TX**

Dear Michael:

Thank you for providing Hudson Housing Capital LLC (“Hudson”) with the opportunity to extend a purchase offer for the limited partnership interest in the limited partnership that will own Bailey at Stassney in Austin, TX (the “Partnership”).

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

Set forth is our proposal as to the basic business terms under which Hudson or its designee (“Investor”) will acquire a 99.99% limited partnership interest in the Partnership which will own a 104 unit complex in Austin, TX (the “Property”). You have advised us that Bailey at Stassney GP, LLC (the “General Partner”), a single purpose entity, will be the general partner of the Partnership, and CORE Bailey at Stassney Developer, LLC and Diva Imaging, LLC (the “Developer”) will be the co-developers of the Property. National Community Renaissance of Texas, Inc. (the “Guarantor”) shall guarantee the obligations of the General Partner under the partnership agreement to be entered into between the parties (the “Partnership Agreement”). The Guarantor will be required to maintain certain minimum liquidity and net worth covenants (the “Net Worth and Liquidity Covenant”). An affiliate of the Investor will be admitted to the Partnership as a special limited partner (the “Special Limited Partner” or “SLP”) with limited supervisory rights.

You have further advised us that the Property expects to receive an allocation of 9% Tax Credits in the annual amount of \$2,000,000 and that 100% of the units will qualify for Tax Credits.

I. Equity Investment

The Investor will contribute to the Partnership a total of \$16,798,320 (the “Total Equity”) or approximately \$.84 (the “Tax Credit Ratio”) per total Tax Credit available to the Investor, payable in the following installments:

Contribution	Contribution %	Timing
First	15%	At Closing
Second	65%	100% Completion
Third	18%	Permanent Loan Closing & Breakeven Date
Fourth	2%	Issuance of 8609s

- A. First Capital Contribution.** The Investor will fund the First Capital Contribution at Closing.
- B. Second Capital Contribution.** The Second Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) lien-free construction completion of the Property substantially in accordance with the Plans and Specifications in a workmanlike manner approved by Hudson; (ii) issuance of temporary Certificates of Occupancy for 100% of the units in the Property; (iii) receipt of an audited Tax Credit cost certification from independent accountants to the Partnership (the “Accountants”) setting forth the eligible basis and the total available Tax Credits; (iv) receipt of a pay-off letter from the general contractor or sub-contractors, as applicable; (v) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); and (vi) if not received at the Initial Closing, receipt of a carry-over allocation.
- C. Third Capital Contribution.** The Third Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) closing of the permanent first mortgage loan (“Permanent Loan Closing”); (ii) achievement of Breakeven Operations for three consecutive month(s) (“Breakeven Date”); (iii) receipt of prior year’s income tax returns in the event such returns are then due; (iv) receipt of a final Tax Credit cost certification from the Accountants as to the amount of Tax Credits the Partnership will claim for the initial credit years and the amount allocable to each partner (the “Final Certification”); (v) receipt of prior year’s income tax returns in the event such returns are then due; (vi) receipt and approval of initial tenant files; (vii) satisfactory financial condition of the Guarantors (i.e. compliance with the Net Worth and Liquidity Covenant); and (viii) receipt of permanent Certificates of Occupancy.
- “**Breakeven**” shall mean that, for each such month, occupancy is at least 92.5% and that Property income (with rents not to exceed maximum allowed tax credit rents net of the applicable utility allowances for the rent-restricted units) exceeds the greater of underwritten expenses or actual expenses, including replacement reserves, reassessed taxes, and permanent loan debt service (calculated on a stabilized and accrual basis) and generates debt service coverage of not less than 1.15 on all mandatory debt assuming the greater of actual or a 7.50% vacancy rate.
- D. Fourth Capital Contribution.** The Fourth Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) satisfactory financial condition of the Guarantors (i.e., compliance with the

Net Worth and Liquidity Covenant). (ii) receipt of Form 8609 with respect to all buildings constituting the Property; and (iii) receipt of a tax return and an audited financial statement for the year in which the Breakeven Date occurred.

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

Hudson acknowledges all other sources as shown in the signed Sources exhibit as provided by you. Our offer is contingent on the following financing sources and assumptions:

- a. Construction Loan in the approximate amount of \$14,000,000;
- b. City of Austin Loan in the amount of \$ 11,500,000 with a fixed interest rate of 0% and a term of 45 years, and no payments due until maturity; It is our understanding that this loan will be structured such that there will be no foreclosure provisions or scheduled or periodic repayment provisions and will have a maturity date after the end of the Affordability Period.
- c. City of Austin contribution in the amount of \$500;
- d. Our proposal assumes that all of the debt will be structured as nonrecourse debt from a third party for tax purposes.

II. Developer Fee

The Developer shall receive a Developer Fee of \$3,300,000, of which \$2,397,418 is expected to be available from capital sources (the "Cash Developer Fee") which shall be paid on a schedule to be negotiated.

You have represented that the amount of the Developer Fee does not exceed the amount permitted to be paid by the tax credit issuing agency. Deferred developer fees of \$902,582 shall be paid from available cash flow as detailed in Section IV and shall not bear interest. Principal payments on the deferred developer fees shall commence with the funding of the Third Capital Contribution. The General Partner agrees to make a special capital contribution to the Partnership equal to any unpaid balance of the deferred portion of the Developer Fee if such portion has not been fully paid within 15 years from the date of the payment of the Second Capital Contribution.

III. Property Management Fee

The General Partner may retain one of its affiliates to be the managing agent for the Property on commercially reasonable terms. The management agreement, to be approved by the Investor, shall have an initial term of one year and shall be renewable annually thereafter, shall provide for an annual management fee not to exceed 5% of gross effective income, and shall otherwise be on commercially reasonable terms (including a termination right by the General Partner in the event of fraud/gross negligence or material default by the Manager). If the managing agent is affiliated with the General

Partner, the management agreement shall provide for a deferral of 100% of the management fee in the event that the property does not generate positive Cash Flow.

IV. Cash Flow Distributions

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

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

V. Sale or Refinancing Proceeds

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

- A. Repayment of outstanding loans by the limited partners, if any;
- B. Payment of amounts due to the limited partners (including, without limitation, tax credit adjuster payments, asset management fees and an amount equal to all federal, state and local taxes incurred by the Investor and Special Limited Partner upon such sale or refinance);
- C. Repayment of outstanding loans by the General Partner, including the Developer Fee (if not paid) and Operating Deficit loans; and
- D. \$10,000 to the Special Limited Partner; and
- E. 10% to the Investor and 90% to the General Partner.

VI. Right of First Refusal / Option

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

Right of First Refusal Price.

VII. General Partner Commitments

- A. *Low Income Housing Tax Credit Adjustment.*** Our offer is based upon the assumption that the Partnership will qualify for and claim the full amount of the Partnership's Tax Credit allocation, \$2,000,000, for Tax Credits for each year from 2027 through 2036.

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

a. *Volume Adjuster*

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

b. *Timing Adjuster*

Notwithstanding the preceding paragraph, in the event that the Final Certification specifies that, while the aggregate amount of Tax Credits allocable to the Partnership is unchanged, the amount of Tax Credits allocable to the Partnership in 2027 is less than the amounts specified above for the corresponding year(s), the Second/Third/Fourth Capital Contributions will be reduced by \$.55 for each dollar by which such amount exceeds the actual amount of Tax Credits allocable to the Partnership for such period.

2. Adjustments during compliance period

Compliance Adjuster

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

- B. *Development Deficit Guarantee.*** The General Partner shall be responsible for completion of the Property in a workmanlike manner, in accordance with approved plans and specifications, free and clear of all liens. To the extent that the costs of construction and operations until the funding of the third Capital Contribution exceed the amount of any funding by approved permanent third party lenders, any unpaid Developer Fees and the

amount of the Investor's capital commitment (adjusted as set forth above), the General Partner shall pay all such costs and expenses connected with development and construction of the Property, including without limitation all operating expenses of the Property until the funding of the Third Capital Contribution. The contractor will be required to post a P&P Bond or a letter of credit with terms acceptable to Hudson. An "owner's" construction contingency in an amount equal to 5% of the construction costs will be required.

- C. *Operating Deficit Guarantee.*** The General Partner shall make interest free loans to the Partnership (repayable from cash flow and/or sale and refinancing proceeds as described above) equal to any Operating Deficits (including the administration fee described in Section VIII below) incurred during the period beginning on the funding of the Third Capital Contribution and ending on the fifth anniversary of Breakeven operations, provided that Breakeven operations have been maintained for the preceding 12 months and that any draws from the Operating Reserve have been replenished in full, in an amount not to exceed 6 months of underwritten operating expenses and debt service in the aggregate.

The General Partner will also be obligated to fund an Operating Reserve in an amount equal to 6 months of underwritten operating expenses and debt service at the time of the Third Capital Contribution. Any draws from the Operating Reserve shall be replenished from cash flow and no withdrawals will be allowed prior to the expiration of the Operating Deficit Guaranty.

- D. *Obligations of General Partner.*** Immediately following the occurrence of any of the following events, the General Partner shall, at the option of the Investor, (x) admit the Special Limited Partner or its designee as the managing general partner of the Partnership and, at the option of the Investor, withdraw from the Partnership; or (y) repurchase the Investor's interest in the Partnership: (i) an IRS Form 8609 is not issued with respect to each of the buildings in the Property in a timely manner after each such building has been placed in service; (ii) the Property is not fully placed in service by December 31, 2026; (iii) the permanent loan commitment is cancelled or substantially modified, and a suitable replacement loan (to be approved by the Investor) is not obtained or if the Property qualifies for a permanent loan not sufficient to balance the sources and uses of funds; (iv) permanent loan closing has not occurred by June 30, 2027; (v) the Partnership fails to meet the minimum set aside test (as defined in Section 42 of the Code) or fails to execute and record a Tax Credit Extended Use Commitment by the close of the first year of the Credit Period; (vi) the Partnership shall have been declared in default by any mortgage lender or under the tax credit allocation, or foreclosure proceedings have been commenced against the Property, and such default is not cured or such proceeding is not dismissed within 30 days; or (vii) there is a material violation of the Partnership Agreement by the General Partner or, if the property manager is an affiliate of the General Partner, a material violation of the management agreement by the manager which causes material adverse harm to the Investor, the Partnership or the Property.

If the Investor elects to have its interest repurchased by the General Partner, the repurchase price shall be equal to the sum of (i) 105% of the Total Equity, (ii) interest at Prime + 1% on capital contributions made to date, and (iii) any tax liability incurred by the Investor as

a result of such repurchase, less the amount of Total Equity which has not been contributed by the Investor at such time.

E. *Replacement Reserve.* Commencing with the month following Completion, the Partnership will make a minimum monthly replacement reserve deposit (the “Minimum Deposit”) equal to (on an annualized basis) the greater of (i) the amount required by the permanent lender and (ii) \$300/unit. The amount of the Minimum Deposit shall be increased annually by 3%. If the sum of all lender-imposed monthly replacement reserve deposits is less than the Minimum Deposit, the Investor will establish a separate account into which the General Partner will deposit the difference. Any interest earned on such account shall become a part thereof. Any interest income earned by the Partnership on any reserve or escrow accounts (including without limitation any operating reserve or replacement reserve), whether such amount is held by the Partnership or held by a lender, will be specially allocated to the General Partner/Class B Limited Partner.

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

VIII. Fees to Affiliates of Hudson

Administrative Expense Reimbursement. An affiliate of Hudson shall receive an annual administrative expense reimbursement from the Partnership in the amount of \$5,000, which amount shall be increased annually by 3%. Such fee shall commence in the year of funding of the Third Capital Contribution.

IX. Representations, Warranties and Covenants

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

X. Accountants

The Accountants for the Partnership shall be Novogradac & Co, Cohn Reznick or another firm approved by the Investor as of closing. Any other accountant shall require the consent of the Investor, in its sole and absolute discretion. The Accountants shall prepare tax and financial reports as set forth in the Partnership Agreement, and the Final Certification referred to in Section I.c. above.

XI. Investment Partnership Rights

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

XII. Insurance

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

The General Partner shall provide for (i) liability (general and excess) insurance in an aggregate amount of at least \$6,000,000 per occurrence (\$1,000,000 per occurrence General Liability and \$5,000,000 Umbrella Liability) (increased biennially by the CPI Percentage), (ii) hazard insurance (including boiler and machinery coverage) and flood insurance, for properties located in special flood hazard areas as identified by the Federal Emergency Management Administration, in an amount of not less than the full replacement value of the Property, or in the maximum amount of coverage available under FEMA’s National Flood Insurance Program for those properties not in a designated flood hazard area, (iii) rental loss insurance for a period of 12 months after the date of loss and (iv) law and ordinance coverage with no sublimit, including changes in law and ordinances enacted during the course of reconstruction. Builder's risk insurance shall be provided during construction. Architects shall submit evidence of errors and omissions coverage, in amounts reasonably satisfactory to the Investor. Workers compensation insurance shall be provided as to any entity with employees working at the Apartment Complex. All policies shall name the Investor as an additional insured and/or lender’s loss payee (where applicable) and shall otherwise be subject to Investor approval.

XIII. Indemnity Agreement

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

XIV. General Conditions

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

XV. Conditions to Closing

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

To facilitate the due diligence process, you agree to deliver to Hudson in a timely manner: (i) an appraisal; (ii) a Phase I environmental study of the Property site, prepared in accordance with ASTM standards, and any subsequent additional testing deemed necessary by Investor in its sole discretion; (iii) evidence that none of the buildings are located in the 100 year flood plain; (iv) evidence of the allocation/reservation of Tax Credits; (v) evidence of payment by the General Partner of any taxes imposed on the transfer of the limited Partnership interest in the Partnership; (vi) representation from a certified public accountant with regard to the tax credit basis being sufficient to support the allocated Tax Credits and the validity of depreciating real property over 30 years; (vii) evidence of the financial status of the Guarantor) by way of current financial statements prepared in accordance with A.I.C.P.A. standards; (viii) evidence that the proforma rents are at least at a 10% discount to market rents; (ix) evidence that the construction schedule per the construction contract will provide for at least a 90-day cushion to the required Placed In Service date; and (x) such other materials as are reasonably required by Investor as part of its customary financial and legal due diligence review. Such items shall be prepared and furnished at your own expense. Your execution of this Letter of Intent will also be deemed consent to perform background checks on the principal(s) of the General Partner and Developer, as well as any individual Guarantor. At closing, Hudson shall be reimbursed up to \$50,000 for its legal and due diligence related expenses. The General Partner understands that any consultant, engineering, environmental or other, selected for the project shall be acceptable to the lender and to the equity investor and that the Partnership shall bear the cost of fees associated with pre-construction feasibility studies, structural analysis, and monthly inspections. In the event this Letter of Intent is terminated or the transaction does not close, Hudson shall be reimbursed for its legal and due diligence expenses incurred to date.

Additionally, approval of this transaction is subject to Investor's satisfactory completion of due diligence and Investment Committee approval in its sole and absolute discretion. By executing this proposal and in consideration of the substantial expenses to be incurred by Hudson and its affiliates in legal and accounting fees and for due diligence, you agree that you and your affiliates will not offer any interest in the Property to any other party unless this Letter of Intent is terminated by mutual consent or unless you are notified that, pursuant to its due diligence, the Investor will not complete its investment in the Partnership, which notification shall be given not later than 45 days from our receipt of this Letter of Intent executed by you, subject to extension in the event of any delay on your part in furnishing the requested due diligence materials. You, Guarantor, Developer, General Partner and your and their respective affiliates forever waive and hereby release Hudson and its affiliates from any and all claims arising from the failure to consummate the transactions contemplated by this Letter of Intent, including, without limitation, any claims for detrimental reliance, breach of contract, promissory estoppel and/or specific performance. Further, if the admission of the Investor to the Partnership does not occur 270 days from the date of this Letter of Intent, the terms set forth herein are subject to renegotiation. It is understood that closing must occur before March 31, 2025 to comply with TDHCA's readiness to proceed

Michael Ruane
Bailey at Stassney
February 23, 2024, Page 10

requirement.

If the above proposal is acceptable, please indicate your acceptance by executing two copies of this Letter of Intent and returning one to Hudson at the above address. We look forward to working with you.

Sincerely,

Hudson Housing Capital LLC

A handwritten signature in blue ink, appearing to read "Joshua Lappen", is positioned above the printed name and title.

By: _____

Joshua Lappen
Senior Vice President



Housing Authority of the City of Austin

Established in 1937

March 1, 2024

Board of Commissioners
Carl S. Richie Jr., Chairman
Charles Bailey
Tyra Duncan-Hall
Edwina Carrington
Mary Apostolou

President & CEO
Michael Gerber

Bailey at Stassney, LP
Austin, TX 78702

Re: Notification of allocation of 10 Housing Choice Voucher project-based vouchers (HCV-PBV) and 16 Veterans Affairs Supportive Housing project-based vouchers (VASH-PBV) for Bailey at Stassney located at 400 & 404 Stassney Ln, Austin, TX 78745

Thank you for your interest in HACA's project-based voucher program. The Housing Authority reviewed your response to the Request for Proposal HACA-24-P-0257 and is pleased to offer a preliminary allocation 10 Housing Choice Voucher project-based vouchers (PBV) and 16 Veterans Affairs Supportive Housing project-based vouchers.

This allocation is contingent on HACA's Board approval on March 21, 2024. Based on this approval and upon completion of the development, HACA expects to enter a 20-year Housing Assistance Payment Contract (HAP) for Bailey at Stassney located at 400 & 404 Stassney Ln, Austin, TX 78745.

The estimated initial rents to the owner for the 10 HCV-PBV and 16 VASH-PBV contract units are reflected in the table below:

	HUD Program	Number of Units	Contract Rent	Monthly Contract Rent	Utility Allowance	Gross Rent
0 bedroom	HCV- PBV	5	\$1519	\$7,595	\$0	\$15,190
0 bedroom	VASH-PBV	8	\$1519	\$12,152	\$0	\$24,304
1 bedroom	HCV- PBV	5	\$1635	\$8,175		\$8,175
1 bedroom	VASH-PBV	8	\$1635	\$13,080		\$13,080
Total		26		\$41,002		
Annual Contract Amount				\$492,024		
20-Year Contract Amount				\$9,840,480		

Over the 20-year Housing Assistance Payment Contract (HAP) contract, the estimated amount of rental assistance for the PBV units is equal to \$9,840,480.

Income limits for all PBV units are at 50% of the median family income (MFI).

We appreciate the opportunity to partner with you to provide a stable home to our unhoused neighbors in need.

Sincerely,

Michael Gerber
President and CEO

Bringing Opportunity Home

1124 S. IH 35, Austin, TX. 78704 • (512) 477-4488 • Fax (512) 477-0953

4

Project Information

4a Market Study

4b Good Neighbor Policy

4c SMART Housing Letter

4d MOU with ECHO

4e Resident Services

A MARKET STUDY OF:

BAILEY AT STASSNEY

A MARKET STUDY OF:

BAILEY AT STASSNEY

400 West Stassney Lane
Austin, Travis County, Texas 78745

Inspection Date: February 16, 2024
Effective Date: February 16, 2024
Report Date: March 20, 2024

Prepared for:
Bailey at Stassney LP
Sarah Andre
Structure Development
1301 Chicon, Suite 101
Austin, TX 78702

And

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

Prepared by:
Novogradac
Energy Square, 4849 Greenville Avenue, First Floor, Building 2
Dallas, TX 75206
469.329.5215





March 20, 2024

Bailey at Stassney LP
Sarah Andre
Structure Development
1301 Chicon, Suite 101
Austin, TX 78702

And

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

Re: Market Study for Bailey at Stassney
400 West Stassney Lane
Austin, Travis County, Texas 78745

Dear Sarah Andre:

At your request, Novogradac & Company LLP doing business under the brand name Novogradac Consulting ("Novogradac") has performed a study of the rental market in the Austin, Travis County, Texas area relative to the above-referenced proposed new construction project known as Bailey at Stassney (Subject).

The purpose of this market study is to assess the viability of the Subject, a proposed 104-unit Low Income Housing Tax Credit (LIHTC)/Permanent Supportive Housing (PSH) new construction multifamily development. The Subject will offer a total of 104 studio and one-bedroom units, all of which will be restricted to households earning 30, 50, and 60 percent of the Area Median Income (AMI), or less. Further, 26 units will operate as Permanent Supportive Housing units and will target households at risk of homelessness. These units will benefit from project-based subsidy, where tenants will contribute 30 percent of their income towards rent. This report will be used for submission to TDHCA for funding application purposes. The following report provides support for the findings of the study and outlines the sources of information and the methodologies used to arrive at these conclusions.

The purpose of this report is to submit for TDHCA application and the scope of this report meets the requirements of TDHCA, including the following:

- Inspection of the Subject property, neighborhood, and comparable data
- Project Description
- Market Area Analysis
- Supply Analysis
- Demand Analysis
- Rent Analysis
- Anticipated Market Absorption Analysis
- Conclusions and Recommendations

This report contains, to the fullest extent possible and practical, explanations of the data, reasoning, and analyses that were used to develop the opinions contained herein. The depth of discussion contained in the report is specific to the needs of the client and the requirements of the TDHCA. The report and the conclusions are subject to the Assumptions and Limiting Conditions attached.

The National Council of Housing Market Analysts (NCHMA) is a professional organization chartered to promote the development of high-quality market analysis for the affordable housing industry. Novogradac adheres to market study guidelines promulgated by the National Council of Housing Market Analysts (NCHMA). NCHMA is a professional organization chartered to promote the development of high-quality market analysis for the affordable housing industry. Novogradac is a charter member of this organization. NCHMA has compiled model content standards for market studies. This report, which Novogradac certifies as a NCHMA compliant comprehensive market analysis full narrative report, conforms to those standards; any slight modifications or departures from those standards are considered incidental.

Raquel GuerraGaldamez inspected the Subject on February 16, 2024, which will serve as the effective date of this report.

All persons signing this report have read and understand the requirements of the Texas Department of Housing and Community Affairs (TDHCA) Real Estate Analysis Rules and Guidelines, particularly Section 11.303.

Novogradac is a disinterested party and will not materially benefit from the Development in any other way than receiving a fee for performing the Market Analysis, and the fee is in no way contingent upon the outcome of the Market Analysis.

Any person signing this Report acknowledges that the Department may publish the full report on the Department's website, release the report in response to a request for public information and make other use of the report as authorized by law.

Novogradac is an approved Qualified Market Analyst as defined by THDCA. The report and the conclusions are subject to the Assumptions and Limiting Conditions attached. This letter is accompanied by the Market Analysis report.

Please do not hesitate to contact us if there are any questions regarding the report or if Novogradac can be of further assistance. It has been our pleasure to assist you with this assignment.

Respectfully submitted,
Novogradac



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Junior Analyst

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I. SUMMARY SHEET

MARKET ANALYSIS SUMMARY

Provider: Novogradac Date: 3/20/2024
 Contact: Sophia Bourne Phone: 858-736-7507
 Development: Bailey at Stassney Target Population: Supportive Housing
 Definition of Senior Age:
 Site Location: 400 West Stassney Lane City: Austin County: Travis
 Site Coordinates: Latitude 30.207899 Longitude -97.778971 (decimal degree format)

Primary Market Area (PMA) page 15

20 Square Miles

484530321.00	484530013.07	484530020.06	484530309.00	484530020.02	
484530024.23	484530024.44	484530023.22	484530024.09	484530020.04	
484530024.03	484530318.00	484530024.22	484530024.43	484530020.07	
484530024.24	484530013.08	484530304.00	484530303.00		
484530023.23	484530020.03	484530310.00	484530024.10		

Market Analyst used the following assumptions for demand calculations per REA rules:

Please check the box as confirmation.

2 persons per bedroom income, 50% rent to income, all household sizes, renter and owner households, qualify from \$1 up X

ELIGIBLE HOUSEHOLDS BY INCOME page 110

HH Size		1	2	3	4	5	6	7+
20% AMGI	Min							
	Max							
30% (PSH) AMGI*	Min	\$1	\$1					
	Max	\$14,712	\$15,768					
50%(PSH) AMGI*	Min	\$1						
	Max	\$24,528						
50% AMGI	Min	\$24,528	\$26,280					
	Max	\$40,900	\$46,750					
60% AMGI	Min	\$31,536	\$31,536					
	Max	\$49,080	\$56,100					
70% AMGI	Min							
	Max							
80% AMGI	Min							
	Max							

*These units will benefit from project-based subsidy, where tenants will contribute 30 percent of their income towards rent

AFFORDABLE HOUSING INVENTORY in PMA page __43__

Date of HTC Property Inventory Report Used for Affordable Housing Inventory (published on TDHCA website)	02/23/24
--	-----------------

	# Developments	Total Units	Avg Occupancy
Stabilized LIHTC Developments	12	1,664	98.1%

Proposed, Under Construction, and Unstabilized Comparable Developments in PMA

TDHCA #	Development	Status	Type	Target Population	Comp Units	Total Units	Occupancy

Other Affordable Developments in PMA since 2019

TDHCA #	Development	Status	Type	Target Population	Comp Units	Total Units	Occupancy
22078	Cobblestone Court	in service	rehab	Senior	n/a	69	N/Av
20480	Bridge at Turtle Creek	in service	new const	General	n/a	307	96%
					n/a		
					n/a		
					n/a		
					n/a		
					n/a		
					n/a		

Discuss any competitive project located just outside the PMA that may draw demand from the Subject PMA and why it is or is not included in the capture rate calculations. This should be discussed in depth in the market study. §11.303 (d)(10)(E)(iv)

The Roz was awarded tax credits in 2023 for the new construction of a 100-unit LIHTC/PBV multifamily development to be located outside of the PMA, approximately 2.2 miles northeast of the Subject. The development will offer 100 studio units restricted to households earning 30, 50, and 60 percent of the AML, or less. Further, all 100 units will target formerly homeless households and benefit from Project-Based Vouchers, where tenants will contribute 30 percent of their income towards rent. A timeline of construction was unavailable as of the date of this report. As this development will benefit from additional subsidies and target a special needs tenancy, it will be competitive with the Subject's subsidized units, as proposed. However, the addition of these competitive units to the relevant supply would provide negligible change to our overall capture rates. As such, no additional units located outside of the PMA have been added to the supply.

If electing 15% GCR for Tax-Exempt Bond Development per §11.302(i)(1), enter the average occupancy below and attach a PMA map with affordable developments labeled, showing the 20 minute drive time ring. *See footnote 1

Average occupancy of affordable housing in 20 minute drive time ring.

N/A %

PMA DEMOGRAPHIC DATA	
----------------------	--

		GENERAL			SENIORS		
		current year	place-in-service	five year	current year	place-in-service	five year
		2023	2026	2028	2023	2026	2028
Population p.	27	95,770	97,684	98,714			
Households p.	27, 29						
	Total HH	45,112	46,530	47,294			
	Renter HH	26,455	27,664	28,315			
	Homeowner HH	18,657	18,866	18,979			

DEMAND CALCULATION p. 109

Total Households	20,609
------------------	--------

	Program Only Restricted Units	Assisted Units		Program Only Restricted Units	Assisted Units
Subject Units	78	26	* See footnote 2	Min Income	\$ 24,528 \$ 1
Unstabilized Comparable Units	0			Max Income	\$ 56,100 \$ 24,527
				Potential Demand	7,697 4,562
				10% External Demand	770 456
				Other Demand	
RELEVANT SUPPLY	78	26		GROSS DEMAND	8,467 5,018

RELEVANT SUPPLY / GROSS DEMAND = GROSS CAPTURE RATE	0.9%	0.5%
---	------	------

CAPTURE RATE BY AMGI BAND p. 114

* include program only restricted units

AMGI Band Capture Rates	Demand	10% External Demand	Subject Units	Comp Units	Capture Rate
20% AMGI					
30% AMGI					
40% AMGI					
50% AMGI	3,471	347	58	0	1.5%
60% AMGI	4,226	423	20	0	0.4%
70% AMGI					
80% AMGI					

CAPTURE RATE BY UNIT p. 114

* include program only restricted units

[illegible]

Footnotes:

- 2 Program only restricted units include HTC and MDL restricted units. Assisted units include RAD, Section 8, PHU, or PBV units.

II. ASSUMPTIONS AND LIMITING CONDITIONS

ASSUMPTIONS AND LIMITING CONDITIONS

1. In the event that the client provided a legal description, building plans, title policy and/or survey, etc., the consultant has relied extensively upon such data in the formulation of all analyses.
2. The legal description as supplied by the client is assumed to be correct and the author assumes no responsibility for legal matters, and renders no opinion of property title, which is assumed to be good and merchantable.
3. All encumbrances, including mortgages, liens, leases, and servitudes, were disregarded in this valuation unless specified in the report. It was recognized, however, that the typical purchaser would likely take advantage of the best available financing, and the effects of such financing on property value were considered.
4. All information contained in the report which others furnished was assumed to be true, correct, and reliable. A reasonable effort was made to verify such information, but the author assumes no responsibility for its accuracy.
5. The report was made assuming responsible ownership and capable management of the property.
6. The sketches, photographs, and other exhibits in this report are solely for the purpose of assisting the reader in visualizing the property. The author made no property survey, and assumes no liability in connection with such matters. It was also assumed there is no property encroachment or trespass unless noted in the report.
7. The author of this report assumes no responsibility for hidden or unapparent conditions of the property, subsoil or structures, or the correction of any defects now existing or that may develop in the future. Equipment components were assumed in good working condition unless otherwise stated in this report.
8. It is assumed that there are no hidden or unapparent conditions for the property, subsoil, or structures, which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering, which may be required to discover such factors.
9. The investigation made it reasonable to assume, for report purposes, that no insulation or other product banned by the Consumer Product Safety Commission has been introduced into the Subject premises. Visual inspection by the consultant did not indicate the presence of any hazardous waste. It is suggested the client obtain a professional environmental hazard survey to further define the condition of the Subject soil if they deem necessary.
10. A valuation estimate for a property is made as of a certain day. Due to the principles of change and anticipation the value estimate is only valid as of the date of valuation. The real estate market is non-static and change and market anticipation is analyzed as of a specific date in time and is only valid as of the specified date.
11. Possession of the report, or a copy thereof, does not carry with it the right of publication, nor may it be reproduced in whole or in part, in any manner, by any person, without the prior written consent of the author particularly as to value conclusions, the identity of the author or the firm with which he or she is connected. Neither all nor any part of the report, or copy thereof shall be disseminated to the general public by the use of advertising, public relations, news, sales, or other media for public communication without the prior written consent and approval of the consultant. Nor shall the consultant, firm, or professional organizations of which the consultant is a member be identified without written consent of the consultant.

12. Disclosure of the contents of this report is governed by the Bylaws and Regulations of the professional appraisal organization with which the consultant is affiliated: specifically, the Appraisal Institute.
13. The author of this report is not required to give testimony or attendance in legal or other proceedings relative to this report or to the Subject unless satisfactory additional arrangements are made prior to the need for such services.
14. The opinions contained in this report are those of the author and no responsibility is accepted by the author for the results of actions taken by others based on information contained herein.
16. All applicable zoning and use regulations and restrictions are assumed to have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
17. It is assumed that all required licenses, permits, covenants or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
18. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusions are contingent upon completion of the improvements in a workmanlike manner and in a reasonable period of time. A final inspection and value estimate upon the completion of said improvements should be required.
19. All general codes, ordinances, regulations or statutes affecting the property have been and will be enforced and the property is not subject to flood plain or utility restrictions or moratoriums, except as reported to the consultant and contained in this report.
20. The party for whom this report is prepared has reported to the consultant there are no original existing condition or development plans that would subject this property to the regulations of the Securities and Exchange Commission or similar agencies on the state or local level.
21. Unless stated otherwise, no percolation tests have been performed on this property. In making the appraisal, it has been assumed the property is capable of passing such tests so as to be developable to its highest and best use, as detailed in this report.
22. No in-depth inspection was made of existing plumbing (including well and septic), electrical, or heating systems. The consultant does not warrant the condition or adequacy of such systems.
23. No in-depth inspection of existing insulation was made. It is specifically assumed no Urea Formaldehyde Foam Insulation (UFFI), or any other product banned or discouraged by the Consumer Product Safety Commission has been introduced into the appraised property. The consultant reserves the right to review and/or modify this appraisal if said insulation exists on the Subject.
24. Acceptance of and/or use of this report constitute acceptance of all assumptions and the above conditions. Estimates presented in this report are not valid for syndication purposes.

III. PROJECT DESCRIPTION

PROJECT DESCRIPTION

DESCRIPTION OF THE SITE

The location of an apartment community can have a substantial negative or positive impact upon the performance, safety, and appeal of the project. The following site description will discuss the physical features of the site, as well as the layout, access issues, and traffic flow.

Identification: The Subject property is a proposed new construction Low Income Housing Tax Credit (LIHTC) multifamily development to be located at 400 West Stassney Lane, in Austin, Travis County, Texas 78745. The site is currently improved with two existing single-family homes that will be razed prior to construction of the Subject. The Subject site consists of three contiguous parcels, identified by the Travis County Assessor's Office as parcel numbers 325142, 325140, and 325141. The Subject site is located in Census Tract 484530024.44, which is not a 2024 Qualified Census Tract. The Subject site is accessible from the northeast side of West Stassney Lane and the northwest side of Humming Bird Lane.

Site Location: The following image was taken from Google Earth and details the boundaries of the Subject site.



Source: Google Earth, February 2024

Shape/Size:	The Subject site is irregular in shape. According to the client, the Subject site is 2.381 acres, or approximately 103,716 square feet.
Zoning:	According to the client, the Subject site is zoned General Office – Mixed Use – Conditional Overlay Combining District – Neighborhood Plan (GO-MU-CO-NP), which permits multifamily development. The minimum site area required multifamily development in this district is 800 square feet per studio unit and 1,000 square feet per one-bedroom unit. However, the City of Austin's 'Affordability Unlocked' Development Bonus Program (AU Program) waives or modifies some development restrictions for low and moderate-income housing developments. Under this program, the Subject would be eligible for waived maximum density and minimum parking requirements. As proposed, the Subject will be built to a density of 43.7 units per acre and will offer 35 off-street parking spaces, or 0.3 spaces per unit. As such, the Subject exhibits a legal, conforming use as proposed, assuming that the site is certified under the AU Program.
Flood Plain:	According to Flood Insights and Flood Insurance Rate Map Community Panel Number 48453C0585H, dated September 26, 2008, the Subject site is primarily located in Zone X, while a northwestern portion of the site is located in Zone AE. Zone X is defined as an area outside 500-year floodplain, which is determined to be outside the 0.2 percent annual chance floodplains. Zone AE is defined as an area inundated by one percent annual chance of flooding, for which BFEs have been determined. We assume the Subject has any necessary flood insurance. Further analysis by Novogradac is beyond the scope of this report.
Topography:	The Subject site is generally level.
Utilities:	All utilities are available to the Subject site.
Visibility/Views:	The Subject site has excellent visibility from the northeast side of West Stassney Lane and the northwest side of Humming Bird Lane. Views to the north of the Subject site consist of vacant, undeveloped land and single-family homes in average condition. Views to the east of the Subject site consist of Hummingbird Flats, an owner-occupied condominium complex that is currently under construction and will exhibit excellent condition upon completion. Views to the east also consist of single-family homes in fair condition. Views to the south of the Subject site consist of a commercial building, occupied by a social services organization, that exhibits average condition and an owner-occupied townhouse complex in good condition. Views to the west of the Subject site consist of commercial/retail uses in average condition. Overall, visibility is considered excellent, and views are average.
Surrounding Land Uses:	Land use to the north of the Subject site consists of vacant, undeveloped land and single-family homes in average condition. Land use to the east of the Subject site consists of Hummingbird Flats, an owner-occupied condominium complex that is currently under construction and will exhibit excellent condition upon completion. Land use to the east also consists of single-family homes in fair condition. Land use to the south of the Subject site consists of a commercial building, occupied by a social services organization, that exhibits

average condition and an owner-occupied townhouse complex in good condition. Land use to the west of the Subject site consists of commercial/retail uses in average condition.

Access/Traffic Flow:

The Subject site is accessible from the northeast side of West Stassney Lane and the northwest side of Humming Bird Lane. West Stassney Lane is a moderately trafficked road that traverses southeast/northwest and provides access to State Route 275 and Interstate 35 approximately 0.3 and 1.0 mile southeast of the Subject site, respectively. State Route 275 traverses north/south and provides access to State Highway 290 approximately 1.41 miles northeast of the Subject site. State Highway 290 traverses east/west and provides access to Bastrop and Houston approximately 28.5 and 146.9 miles east of the Subject site, respectively, as well as access to Fredericksburg approximately 65.2 miles west of the Subject site. Interstate 35 is a major interstate highway that generally traverses north/south and provides access to downtown Austin, Round Rock, and Waco approximately 4.7, 21.6, and 100.5 miles north of the Subject site, respectively. Interstate 35 also provides access to San Marcos, New Braunfels, and San Antonio approximately 23.9, 40.8, and 69.2 miles southwest of the Subject site. Overall, access is considered good, while traffic flow is considered moderate.

Detrimental Influences:

We are unaware of any detrimental influences that may affect the marketability of the Subject site.

Ownership History:

The Subject site consists of three contiguous parcels, identified as parcel numbers 325142, 325140, and 325141. According to the Travis County Central Appraisal District, parcel number 325142 is currently owned by Capital River Group, LLC - Series 33. According to a Purchase and Sale Agreement, dated October 31, 2023, East 43rd St., LLC dba Structure Development ("Buyer"), is purchasing this 1.7-acre parcel from Capital River Group, LLC - Series 33 ("Seller"), for a purchase price of \$1,000,000. There have been no other known transfers in the last three years.

According to the Travis County Central Appraisal District, parcel number 325140 is currently owned by Stephen Hult and Hollis Hult. According to a Purchase and Sale Agreement, dated October 31, 2023, East 43rd St., LLC dba Structure Development ("Buyer"), is purchasing this 0.5-acre parcel from Stephen Hult and Hollis Hult ("Seller"), for a purchase price of \$605,000. There have been no other known transfers in the last three years.

According to the Travis County Central Appraisal District, parcel number 325141 is currently owned by Grayl Avenue LLC. According to a Purchase and Sale Agreement, dated October 31, 2023, East 43rd St., LLC dba Structure Development ("Buyer"), is purchasing this 0.5-acre parcel from Grayl Avenue LLC ("Seller"), for a purchase price of \$1,000,000. Grayl Avenue LLC purchased the parcel on September 16, 2021, from Jose & Frances Salazar, for an undisclosed purchase price. There have been no other known transfers in the last three years.

Conclusion:

The Subject site is considered to be in a good location for multifamily use and is physically capable of supporting a variety of legally permissible uses.

DESCRIPTION OF THE IMPROVEMENTS

Property Improvements:	The Subject is a proposed new construction 104-unit LIHTC/PSH multifamily development. The Subject's units will be restricted to households earning 30, 50, and 60 percent of the Area Median Income (AMI), or less. Further, 26 units will operate as Permanent Supportive Housing units and will target households at risk of homelessness. These units will benefit from project-based subsidy, where tenants will contribute 30 percent of their income towards rent. According to the client, the 26 PSH units will be floating and are not restricted to any particular AMI level. As such, for the purpose of this market study, we have assumed that the least expensive units will operate as PSH units and benefit from Project-based subsidy. The Subject's units will be contained in one four-story elevator-serviced lowrise residential building.
Number of Stories:	The Subject will consist of one four-story elevator-serviced lowrise residential building.
Date of Construction:	The anticipated completion date for the Subject is October 2026.
Proposed Rents:	The following table details the proposed unit mix, unit sizes, and the proposed rents. It should be noted that, according to the client, the developer anticipates securing subsidy for 26 units. However, the source of the subsidy was unavailable as of the date of this report. As such, we have assumed that the Subject will collect contract rents in line with the current Fair Market Rents for the area.

PROPOSED RENTS

Unit Type	Unit Size (SF)	# Units	Asking Rent	Utility Allowance*	Gross Rent	2023 LIHTC Maximum Allowable Gross Rent	Proposed Net Contract Rent***
@30% (PSH)**							
OBR/1BA	450	12	\$525	\$88	\$613	\$613	\$1,519
1BR/1BA	607	9	\$556	\$101	\$657	\$657	\$1,635
@50% (PSH)**							
OBR/1BA	450	5	\$934	\$88	\$1,022	\$1,022	\$1,519
@50%							
OBR/1BA	450	35	\$934	\$88	\$1,022	\$1,022	N/A
1BR/1BA	607	23	\$994	\$101	\$1,095	\$1,095	N/A
@60%							
1BR/1BA	607	20	\$1,213	\$101	\$1,314	\$1,314	N/A
Total		104					

*Source of Utility Allowance provided by the client

**Tenants contribute 30 percent of their income towards rent

***Assumed to be in line with the current Fair Market Rents for the area

The Subject is a proposed LIHTC/PSH multifamily development that will offer a total of 104 units. The Subject's proposed 30, 50, and 60 percent AMI rents are set at the 2023 maximum allowable levels.

Community Amenities:	The Subject's common area amenities will include bike storage, clubhouse/community room, elevators, an exercise facility, and on-site management. Additionally, the Subject will offer on-site services provided by the Hope through Housing Foundation. Services will include social events,
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workforce training, personal wellness, and financial counseling, among other general services. Additionally, the Subject will have two case managers to supplement any other services that the Subject's PSH tenants may need.

Unit Amenities:	The Subject's unit amenities will include central air conditioning, ceiling fans, and carpet/vinyl plank flooring. Appliances will include refrigerators, ranges/ovens, microwaves, and washer/dryer hookups.
Resident Services:	According to the developer, the Subject will offer on-site services provided by the Hope through Housing Foundation. Services will include social events, workforce training, personal wellness, and financial counselling, among other general services. Additionally, the Subject will have two case managers to supplement any other services that the Subject's PSH tenants may need.
Security Features:	The Subject will offer limited access, a buzzer intercom entry system, and video surveillance as security features.
Parking:	The Subject will offer 35 off-street parking spaces at no additional cost. This equates to a parking ratio of 0.3 spaces per unit.
Utility Structure:	Tenants will be responsible for all electric expenses, including general electricity, cooking, heating and cooling, and water heating, as well as cold water and sewer expenses. The landlord will be responsible for trash expenses, as well as all common area charges.
Quality of Construction & Deferred Maintenance:	We assume the property will be constructed in a timely manner consistent with information provided, using good quality materials in a workmanlike manner.
Condition:	The Subject will be in excellent condition upon completion.
Conclusion:	The Subject will be the new construction of a 104-unit LIHTC/PSH multifamily development. The Subject's units will be restricted to households earning 30, 50, and 60 percent of the AMI, or less. Further, 26 units will operate as Permanent Supportive Housing units and will target households at risk of homelessness. These units will benefit from project-based subsidy, where tenants will contribute 30 percent of their income towards rent. The Subject will not suffer from functional or physical obsolescence and will provide good utility for its intended use.

IV. PRIMARY & SECONDARY MARKET INFORMATION

PRIMARY & SECONDARY MARKET INFORMATION

REGIONAL AND LOCAL AREA SUMMARY

The Subject is located in Austin, Travis County, Texas. The U.S. Census Bureau estimated the population of Austin to be 964,177 as of 2021. The Primary Market Area (PMA) encompasses a southeastern portion of Austin. Based on TDHCA guidelines, the boundaries of the PMA were defined by census tracts. Thus, for the purposes of this study, the Subject's Primary Market Area (PMA) is comprised of the following census tracts:

CENSUS TRACTS IN PMA (23)	
484530321.00	484530024.22
484530024.23	484530304.00
484530024.03	484530310.00
484530024.24	484530309.00
484530023.23	484530024.09
484530013.07	484530024.43
484530024.44 (Subject)	484530303.00
484530318.00	484530024.10
484530013.08	484530020.02
484530020.03	484530020.04
484530020.06	484530020.07
484530023.22	-

General boundaries of this PMA include:

- North: US Highway 290, S Lamar Boulevard, Lightsey Road, W Oltorf Street, E Live Oak Street
- South: W Slaughter Lane, Davis Lane
- East: Interstate 35
- West: Brodie Lane, W Willian Cannon Drive, State Route 1

This area comprises a southwestern portion of Austin and was defined based on conversations with local property managers, city and county officials, and overall similarities in market characteristics observed during the field investigation. These boundaries were determined based on where we believe tenants would be willing to relocate from based on our conversations with local property managers and city officials. A more logical PMA does not exist and we believe the majority of demand for the Subject will come from within the determined PMA.

Many comparable property managers reported that tenants primarily originate from southern and southwestern Austin, while some tenants originate from other areas of the city and the MSA. The PMA boundaries encompass approximately 20 square miles and radiate less than 4.0 miles from the Subject property. The PMA consists of a south-central portion of Travis County and does not cross county lines. Given that the Subject will exhibit excellent condition upon completion, we believe the Subject development will draw tenants from throughout these census tracts to reside at the property.

Attributes of the Subject's immediate area and PMA that would draw tenants from within the PMA, as well as tenants from the surrounding MSA, include its proximity to Austin's major transportation corridors, including Interstate 35 and US Highway 290, both of which are located less than 1.4 miles from the Subject. Further, the many local amenities offered in the area will continue to attract tenants from nearby neighborhoods of Austin. The Subject is located in proximity to several of Austin's major employers, including St. Edward's University, Dynamic Systems, U.S. Internal Revenue Service, Four Hands, U.S. Veterans Affairs Tech Center,

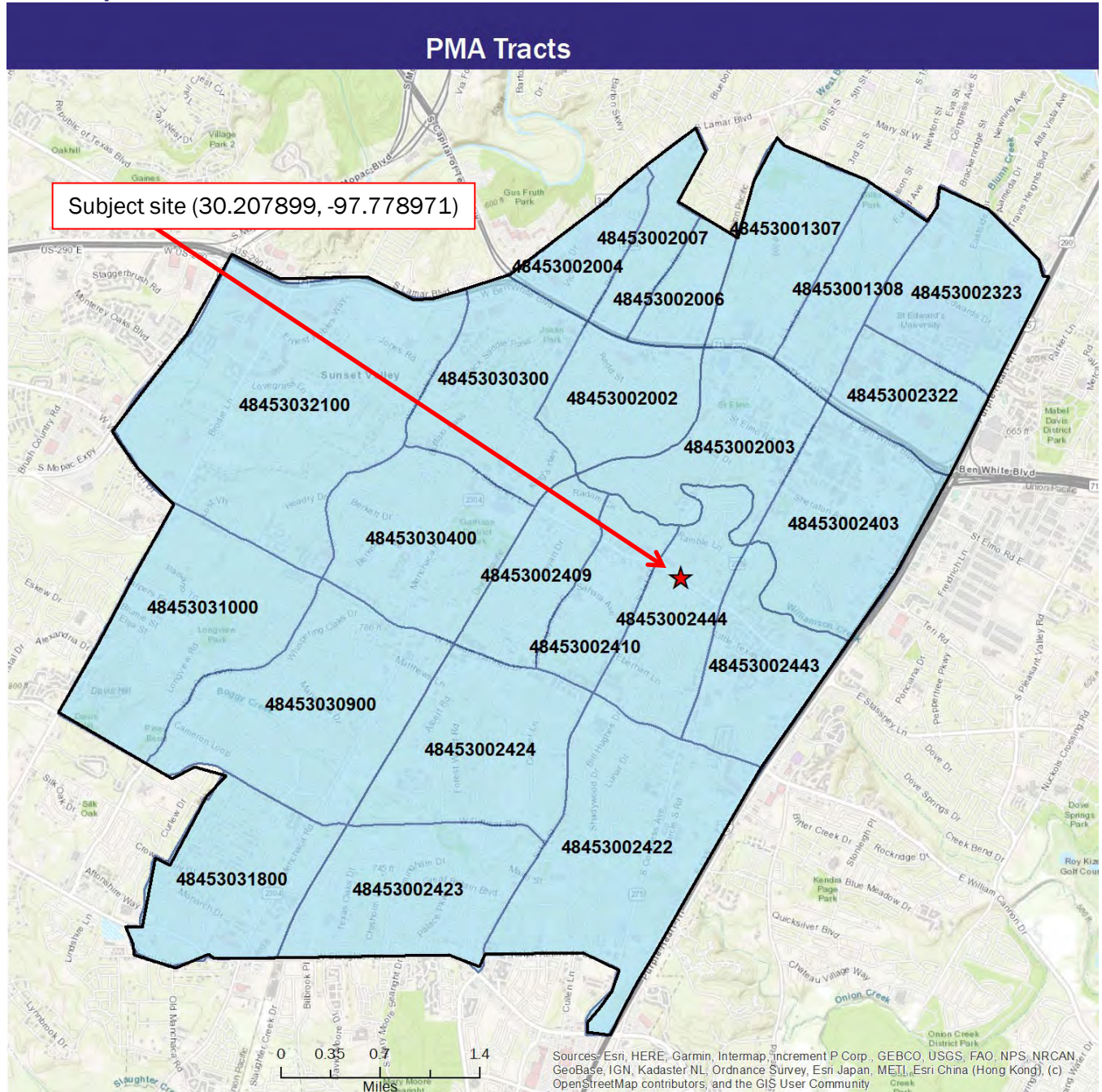
Intel, and SHI International Corporate Call Center, all of which are located between a nine-to-15-minute drive from the Subject.

Attributes of the Subject development that would draw tenants from within the PMA, as well as tenants from the surrounding MSA, include its proposed affordability levels, competitive amenity packages, and anticipated condition upon completion. The Subject will offer units restricted at the 30, 50, and 60 percent AMI levels, with rents well below market rents and below many affordable rents in the PMA, which will attract tenants from other developments in the PMA to the Subject. Further, 26 units will target formerly homeless households and benefit from onsite support services provided by The Hope Through Housing Foundation. Additionally, given that the Subject will be in excellent condition upon completion, we believe the Subject development will draw tenants from throughout these census tracts to reside at the property.

In terms of single-family construction, there were 7,587 single-family permits issued in Travis County and 3,344 issued in Austin in 2022, the most recent year for which full finalized data is available. This is lower than in 2021, when 9,180 single-family permits were issued in Travis County and 4,180 issued in Austin, and lower than 2019 (9,520 permits in Travis County and 4,568 in Austin). According to the preliminary permit data for 2023, there have been 4,322 single-family permits issued in Travis County and 1,799 issued in Austin.

For the purpose of our analysis, we are assuming 90 percent of the income qualified demand for the Subject will be generated from within the PMA. The base year is considered the year the application for the development is submitted, which is 2024 for the Subject; however, 2024 data is not available as of the date of this report and the base year is 2023. Per TDHCA guidelines, the base year (2023) population of the PMA is 95,770 and does not exceed 100,000 persons. The secondary market area (SMA) for the Subject is the Austin-Round Rock-Georgetown, TX Metropolitan Statistical Area (MSA), which consists of the following counties: Bastrop, Caldwell, Hays, Travis, and Williamson in Texas. The MSA is 7,113 square miles.

PMA Map – Census Tracts



Census tracts included in the PMA:

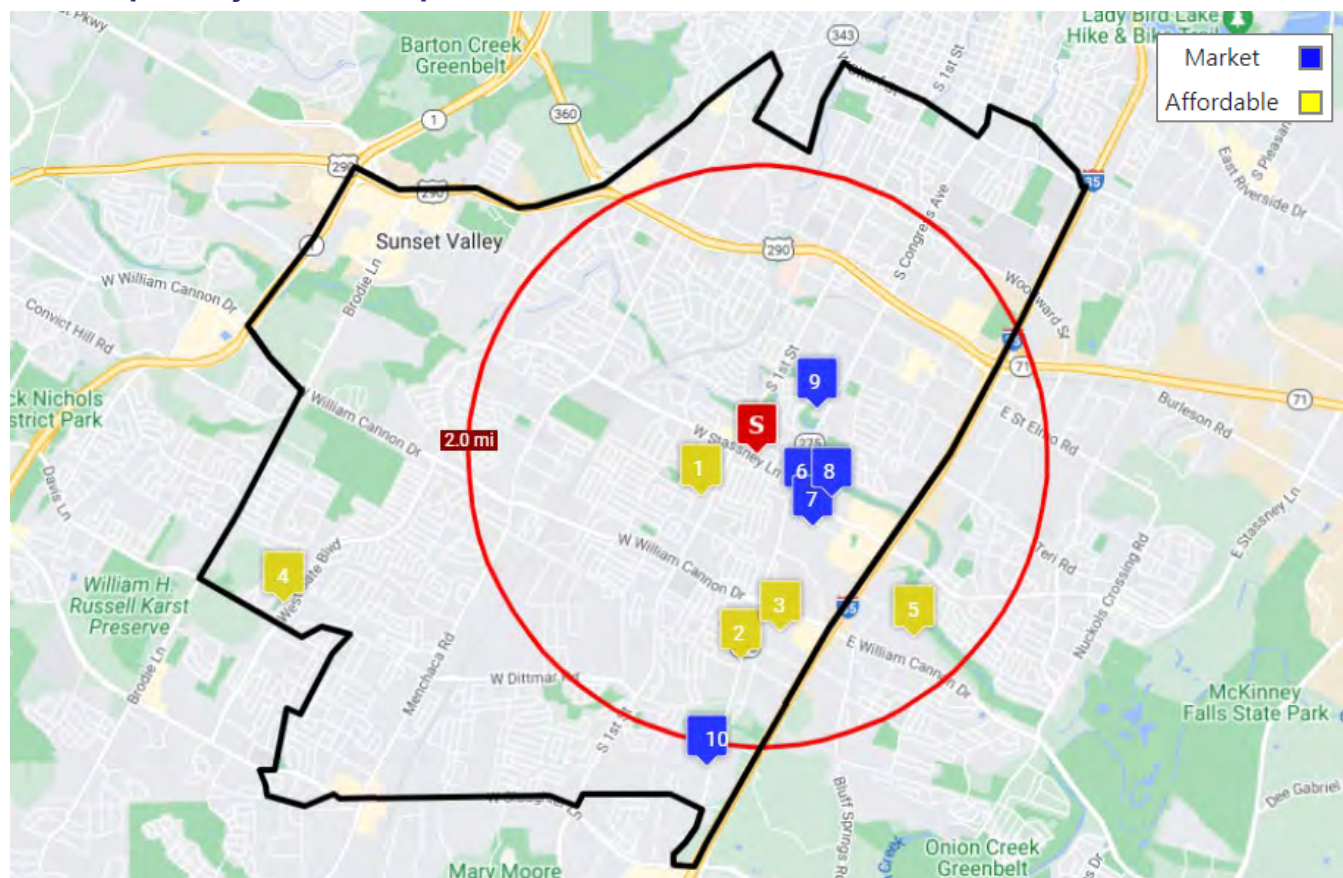
CENSUS TRACTS IN PMA (23)	
484530321.00	484530024.22
484530024.23	484530304.00
484530024.03	484530310.00
484530024.24	484530309.00
484530023.23	484530024.09
484530013.07	484530024.43
484530024.44 (Subject)	484530303.00
484530318.00	484530024.10
484530013.08	484530020.02
484530020.03	484530020.04
484530020.06	484530020.07
484530023.22	-

PMA Map – Roadways



Source: Google Earth, February 2024

PMA Map – Subject and Comparables



Source: Google Earth, February 2024

COMPARABLE PROPERTIES

#	Property Name	City	Rent Structure	Distance to Subject
S	Bailey at Stassney	Austin	LIHTC/PSH	-
1	Bridge at Turtle Creek	Austin	LIHTC	0.5 miles
2	SoCo Park Apartment Homes	Austin	LIHTC	1.4 miles
3	Urban Oaks Apartments	Austin	LIHTC	1.2 miles
4	West Gate Ridge	Austin	LIHTC	3.4 miles
5	William Cannon Apartment Homes*	Austin	LIHTC	1.6 miles
6	Austin City Lights	Austin	Market	0.5 miles
7	Avana SoCo	Austin	Market	0.6 miles
8	Griffis SoCo Austin	Austin	Market	0.6 miles
9	Sur512 Apartments	Austin	Market	0.5 miles
10	The Prescott	Austin	Market	2.1 miles

*Located outside PMA

ECONOMIC ANALYSIS

Employment Growth

The following table details employment and unemployment trends for the MSA from 2007 to November 2023.

EMPLOYMENT & UNEMPLOYMENT TRENDS (NOT SEASONALLY ADJUSTED)

Year	MSA				USA			
	Total Employment	% Change	Unemployment Rate	Change	Total Employment	% Change	Unemployment Rate	Change
2007	813,165	-	3.7%	-	146,046,667	-	4.6%	-
2008	828,014	1.8%	4.4%	0.6%	145,362,500	-0.5%	5.8%	1.2%
2009	827,642	-0.0%	6.9%	2.5%	139,877,500	-3.8%	9.3%	3.5%
2010	866,291	4.7%	7.1%	0.2%	139,063,917	-0.6%	9.6%	0.3%
2011	894,673	3.3%	6.8%	-0.2%	139,869,250	0.6%	9.0%	-0.7%
2012	929,711	3.9%	5.7%	-1.2%	142,469,083	1.9%	8.1%	-0.9%
2013	964,166	3.7%	5.2%	-0.4%	143,929,333	1.0%	7.4%	-0.7%
2014	1,001,470	3.9%	4.3%	-1.0%	146,305,333	1.7%	6.2%	-1.2%
2015	1,036,980	3.5%	3.4%	-0.9%	148,833,417	1.7%	5.3%	-0.9%
2016	1,082,392	4.4%	3.3%	-0.1%	151,435,833	1.7%	4.9%	-0.4%
2017	1,113,688	2.9%	3.2%	-0.1%	153,337,417	1.3%	4.3%	-0.5%
2018	1,155,965	3.8%	3.0%	-0.2%	155,761,000	1.6%	3.9%	-0.4%
2019	1,195,545	3.4%	2.7%	-0.3%	157,538,083	1.1%	3.7%	-0.2%
2020	1,166,084	-2.5%	6.3%	3.5%	147,794,750	-6.2%	8.1%	4.4%
2021	1,265,433	8.5%	4.1%	-2.2%	152,580,667	3.2%	5.4%	-2.7%
2022	1,354,624	7.0%	2.9%	-1.2%	158,291,083	3.7%	3.6%	-1.7%
2023 YTD Average*	1,395,687	3.0%	3.5%	0.6%	161,062,273	1.8%	3.6%	-0.0%
Nov-2022	1,372,670	-	2.8%	-	158,749,000	-	3.4%	-
Nov-2023	1,424,926	3.8%	3.0%	0.2%	162,149,000	2.1%	3.5%	0.1%

Source: U.S. Bureau of Labor Statistics, January 2024

*2023 YTD Average is through November

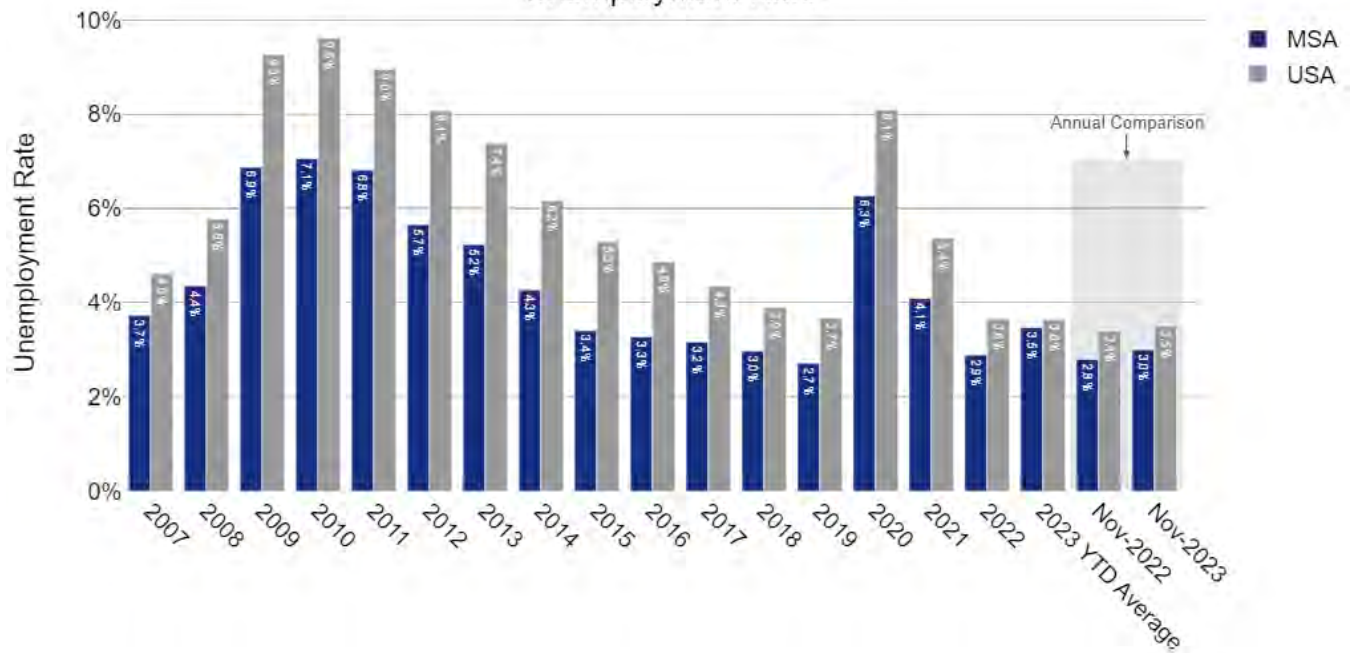
The MSA economy performed well during the housing recession. Total MSA employment contracted by less than 0.1 percent (2008 - 2009), less than the 4.8 percent decline experienced by the nation. Employment in the MSA recovered and surpassed pre-recessionary levels in 2010, four years before the overall nation. Between 2012 and 2019, employment growth in the MSA exceeded the nation in every year. Employment in the MSA declined by 2.5 percent in 2020 amid the pandemic, compared to 6.2 percent across the nation. The MSA subsequently recovered all pandemic-related job losses, and employment levels are currently at a post-recessionary record. As of November 2023, employment in the MSA is increasing at an annualized rate of 3.8 percent, compared to 2.1 percent growth across the nation.

Measured by the unemployment rate, the MSA labor market demonstrated relative strength during the housing recession (2007 - 2010). The local unemployment rate increased by only 3.3 percentage points, compared to a 5.0 percentage point increase across the nation. During the period preceding the onset of COVID-19 (2012 - 2019), the MSA generally experienced a lower unemployment rate relative to the nation. The MSA unemployment rate increased modestly by 3.5 percentage points in 2020 amid the pandemic, reaching a high of 6.3 percent. For comparison, the national unemployment rate rose by 4.4 percentage points and reached a high of 8.1 percent over the same time period. According to the latest labor statistics, dated November 2023, the current MSA unemployment rate is 3.0 percent. This is slightly below the current national unemployment rate of 3.5 percent.

MSA Job Growth



Unemployment Rate



Employment by Industry

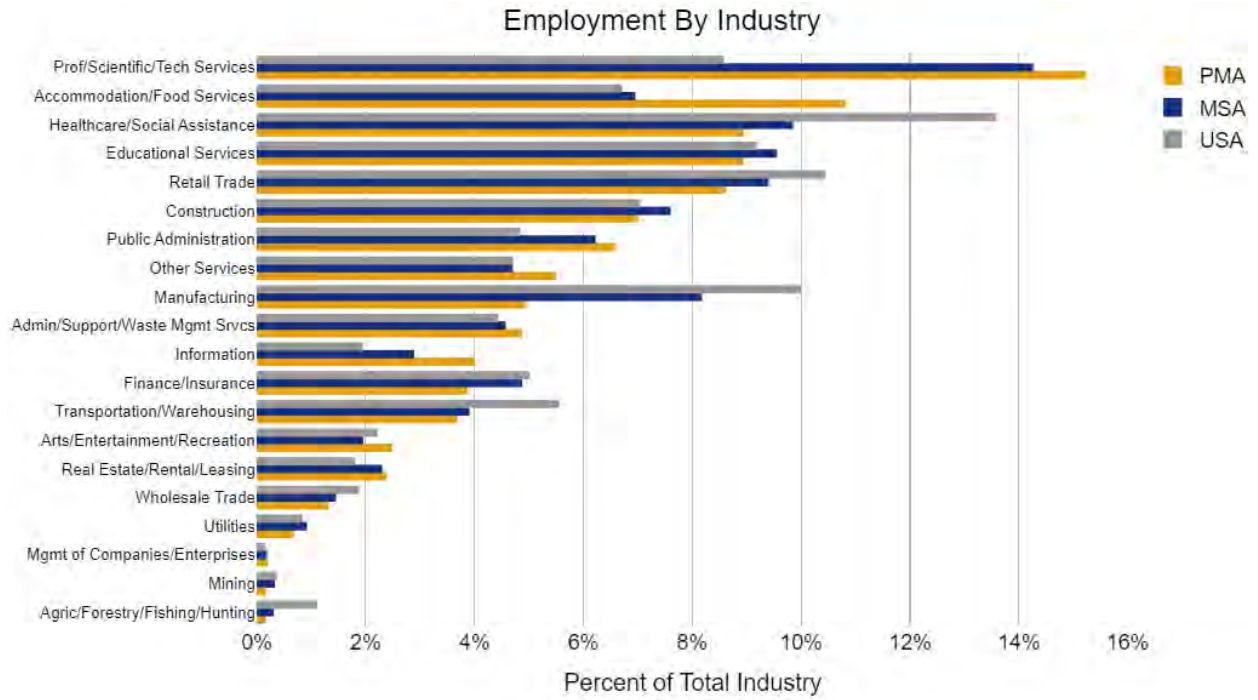
The following table illustrates employment by industry for the PMA and nation as of 2023.

2023 - EMPLOYMENT BY INDUSTRY

Industry	PMA		USA	
	Number Employed	Percent Employed	Number Employed	Percent Employed
Prof/Scientific/Tech Services	9,220	15.2%	13,955,403	8.6%
Accommodation/Food Services	6,534	10.8%	10,883,169	6.7%
Healthcare/Social Assistance	5,410	8.9%	22,115,876	13.6%
Educational Services	5,408	8.9%	14,946,247	9.2%
Retail Trade	5,204	8.6%	16,983,329	10.4%
Construction	4,230	7.0%	11,436,301	7.0%
Public Administration	3,982	6.6%	7,857,180	4.8%
Other Services	3,319	5.5%	7,645,568	4.7%
Manufacturing	2,983	4.9%	16,269,811	10.0%
Admin/Support/Waste Mgmt Svcs	2,938	4.8%	7,195,078	4.4%
Information	2,412	4.0%	3,143,826	1.9%
Finance/Insurance	2,336	3.9%	8,135,144	5.0%
Transportation/Warehousing	2,214	3.7%	9,030,239	5.5%
Arts/Entertainment/Recreation	1,495	2.5%	3,578,110	2.2%
Real Estate/Rental/Leasing	1,433	2.4%	2,901,274	1.8%
Wholesale Trade	788	1.3%	3,029,965	1.9%
Utilities	399	0.7%	1,335,595	0.8%
Mgmt of Companies/Enterprises	107	0.2%	216,588	0.1%
Mining	93	0.2%	572,355	0.4%
Agric/Forestry/Fishing/Hunting	86	0.1%	1,800,335	1.1%
Total Employment	60,591	100.0%	163,031,393	100.0%

Source: Esri Demographics 2023, Novogradac, March 2024

Employment in the PMA is concentrated in prof/scientific/tech services, accommodation/food services, and healthcare/social assistance, which collectively comprise 34.9 percent of local employment. The large share of PMA employment in accommodation/food services is notable as this industry is historically volatile, and prone to contraction during economic recessions. However, the PMA also has a significant share of employment in the healthcare/social assistance industry, which typically exhibits greater stability during economic recessions. Relative to the nation, the PMA features comparatively greater employment in the prof/scientific/tech services, accommodation/food services, and information industries. Conversely, the PMA is underrepresented in the manufacturing, healthcare/social assistance, and transportation/warehousing sectors.



Major Employers

The following table details major employers in the Austin-Round Rock-Georgetown, TX Metropolitan Statistical Area (MSA).

MAJOR EMPLOYERS - MSA

Employer Name	Industry	# Of Employees
Amazon Fulfillment Centers	Distribution and Warehousing	6,000+
Apple	Prof/Sci/Tech	6,000+
Ascension Seton	Healthcare	6,000+
Austin Independent School District	Education	6,000+
City of Austin	Government	6,000+
Dell Technologies	Prof/Sci/Tech	6,000+
Federal Government	Government	6,000+
H-E-B	Grocery Retail/Distribution & Tech	6,000+
IBM Corp.	Prof/Sci/Tech	6,000+
Round Rock Independent School District	Education	6,000+
Samsung Austin Semiconductor	Prof/Sci/Tech	6,000+
St. David's HealthCare Partnership	Healthcare	6,000+
State of Texas	Government	6,000+
University of Texas at Austin	Education	6,000+
Accenture	Prof/Sci/Tech	2,000 - 5,999
Advanced Micro Devices	Manufacturing	2,000 - 5,999
Amazon	Product Development	2,000 - 5,999
Applied Materials	Manufacturing	2,000 - 5,999
AT&T	Telecommunications	2,000 - 5,999
Austin Community College	Education	2,000 - 5,999
Cellink	Manufacturing	2,000 - 5,999
Charles Schwab	Finance	2,000 - 5,999
Facebook	Prof/Sci/Tech	2,000 - 5,999
General Motors	Prof/Sci/Tech	2,000 - 5,999
Indeed	Online Job Search	2,000 - 5,999
Keller Williams Realty	Real Estate	2,000 - 5,999
National Instruments	Manufacturing	2,000 - 5,999
NXP Semiconductors	Manufacturing	2,000 - 5,999
Oracle Corp.	Data Center	2,000 - 5,999
Progressive Insurance	Insurance Call Center	2,000 - 5,999
Tesla	Manufacturing	2,000 - 5,999
Texas State University	Education	2,000 - 5,999
Travis County	Government	2,000 - 5,999
U.S. Dept. of Veterans Affairs	Government	2,000 - 5,999
U.S. Internal Revenue Service	Government	2,000 - 5,999
Whole Foods Market	Grocery Retail	2,000 - 5,999

Source: Austin Chamber of Commerce, February 2024

The major employers in the MSA are primarily concentrated within the education, government, healthcare, and manufacturing sectors. The education, government, and healthcare sectors are historically stable industries and typically exhibit greater stability during economic recessions. Conversely, the manufacturing sector has historically exhibited instability during economic recessions. We believe the diverse mix of industries in typically stable sectors bodes well for the local area economy.

Employment Contraction/Expansion

We attempted to contact the Austin Chamber of Commerce, but we were directed to the Austin Chamber of Commerce website, which details several business openings and expansions. Based on our research, we identified the following expansion activities in the greater Austin area that occurred between 2022 and year-to-date 2024.

- In October 2023, Family Care Center, an outpatient mental health care provider, announced the opening of its fourth Central Austin location. Family Care Center offers various health services, including therapy, medication management, transcranial magnetic stimulation, and counseling, among others. The number of new jobs created as a result of this expansion was unavailable as of the date of this report.
- In September 2023, NXP Semiconductors, a semiconductor manufacturer, announced the company would create 53 new manufacturing jobs and invest approximately \$291 million into facility enhancements and new equipment at their existing facility in Austin. A timeline for this expansion was unavailable as of the date of this report.
- In September 2023, Alithya Group Inc., a leader in strategy and digital transformation, announced the opening of a new office in Austin. This expansion created 30 new jobs.
- In July 2023, Arcadia Fuels announced the plan to construct a new fuel plant on a 60-acre site just outside of Austin, Texas. The project is valued at \$1 billion and is expected to create up to 45 new jobs in the area upon its expected completion in July 2025.
- In February 2023, Emeral Cloud Lab, a biotech company, announced it will re-locate its operations from San Francisco to Austin, Texas. The company will expand to a new 105,000 square foot facility that will create up to 100 new jobs in the area. The new facility opened in July 2023.
- In February 2023, H Robotics, a Korean company specializing in physical rehabilitation robots, announced plans to expand to Austin, Texas. The expansion will create 10 new jobs in the area. The new location opened in February 2023.
- In January 2023, 1E, a digital employee experience firm, opened its North American Headquarters in Austin, Texas. The company is currently leasing WeWork space in Austin and created 29 new jobs in the area.
- In January 2023, Apple filed plans for a \$240-million expansion to its existing campus in north Austin. The expansion will add 419,441 square feet of office space, with an estimated completion date of early 2025. Apple plans to build a total of 3,000,000 square feet of office space at the campus in phases, with space for up to 15,000 employees.
- In October 2022, Portland-based home improvement company, DaBella Exteriors, closed on the purchase of Anderson Tower in Austin, for the relocation of its corporate headquarters. The 75,000 square-foot headquarters opened in January 2024. The company was anticipated to move a large portion of its over 1,000 employees to Austin and expected to create 300 new positions at the new corporate headquarters location in Austin. The actual number of jobs created was unavailable as of the date of this report.
- TCS Mechanical, a mechanical contractor, announced in August 2022 that they are opening a new headquarters and manufacturing space in Bastrop that was anticipated to create 444 new jobs in the Austin metro. The new facilities opened in August 2022; however, the actual number of jobs created was unavailable as of the date of this report.
- Tesla completed work on a new \$1.1-billion manufacturing plant in the Austin area in April 2022. Further expansion of the facility is planned to continue through 2024. The new plant is expected to create up to 10,000 jobs once fully completed.

WARN Notices

We reviewed the Worker Adjustment and Retraining Notification Act (WARN) notices published by the Texas Workforce Commission for 2022 to year-to-date 2024. The following table illustrates the companies that experienced layoffs as well as the number of affected employees.

WARN LISTINGS - TRAVIS COUNTY, TX 2022 - YTD 2024

Company	Industry	Employees Affected	Layoff Date
F 45 Training Inc.	Health & Wellness	78	9/25/2022
Signify Health LLC	Health/Insurance	9	10/1/2022
Rev.com, Inc	Technology	85	10/21/2022
Argo AI, LLC.	Technology	78	11/1/2022
RateGenius Loan Services, Inc.	Finance	139	1/11/2023
Meta Platforms, Inc.	Technology	222	1/13/2023
ABM Texas General Services, Inc	Facility Services	255	1/16/2023
Ryder Inc.	Transportation	801	3/18/2023
Skorpios Technologies, Inc.	Technology	60	4/1/2023
Wix.com, Inc.	Technology	100	4/16/2023
Security Specialists, Inc	Professional Services	240	4/28/2023
Scribe Media LLC	Publishing	90	5/24/2023
Accenture LLP	Professional Services	549	6/27/2023
Wipro	Technology	64	6/30/2023
David's Bridal, LLC	Retail	69	7/17/2023
PSW Real Estate, LLC	Real Estate	87	7/31/2023
Babylon, Inc	Health/Insurance	94	8/7/2023
Cognizant Technology Solutions	Technology	56	8/20/2023
Interceramic Austin Showroom	Retail	17	8/31/2023
Cognizant Technology Solutions	Technology	65	12/8/2023
Accenture LLP	Professional Services	351	12/8/2023
MV-Transportation Austin	Transportation	1,178	12/31/2023
Unity Technologies	Retail	92	1/9/2024
Vmware Inc.	Technology	577	1/26/2024
Versum Materials US LLC	Manufacturing	51	2/2/2024
Randalls #2490	Retail	76	2/10/2024
Total		5,483	

Source: Texas Workforce Commission, February 2024

As illustrated in the previous table, there were a total of 5,483 layoffs between 2022 and year-to-date 2024. Due to the size of the Travis County area labor market, these recent WARN filings are not anticipated to substantively affect total employment in the PMA or MSA as overall job growth has far exceeded these losses.

POPULATION, HOUSEHOLD, AND INCOME TRENDS

The following section provides an analysis of the demographic characteristics within the Subject's market area. Data such as population, households, and growth patterns are studied, to determine if the PMA and the MSA are areas of growth or contraction. Based on TDHCA guidelines, the following demographic data includes projections for the Subject's market entry date. It should be noted that per TDHCA guidelines, demographic data for a five-year period with the year of application as the base year must be included. The base year is considered the year the application for the development is submitted, which is 2024 for the Subject; however, 2024 data is not available as of the date of this report and the base year is 2023. The projected market entry date is October 2026.

Population

The table below illustrates total population in the PMA, MSA, and the nation from 2010 through 2028, including the projected population at the time of market entry.

POPULATION						
Year	PMA		MSA		USA	
	<i>Amount</i>	<i>Annual Change</i>	<i>Amount</i>	<i>Annual Change</i>	<i>Amount</i>	<i>Annual Change</i>
2010	86,523	-	1,716,289	-	308,730,056	-
2023	95,770	0.8%	2,499,236	3.5%	337,460,311	0.7%
Projected Mkt Entry October 2026	97,684	0.6%	2,655,491	1.9%	340,820,299	0.3%
2028	98,714	0.6%	2,739,628	1.9%	342,629,524	0.3%

Source: Esri Demographics 2023, Novogradac, March 2024

Historical population growth in the PMA trailed the MSA between 2010 and 2023. Both geographic areas experienced population growth greater than the nation during the same time period. According to ESRI demographic projections, annualized PMA growth is expected to slow to 0.6 percent through market entry and 2028, which is well below growth expectations for the MSA and above the nation.

Households

The table below illustrates total households in the PMA, MSA, and the nation from 2010 through 2028, including the projected population at the time of market entry.

HOUSEHOLDS						
Year	PMA		MSA		USA	
	<i>Amount</i>	<i>Annual Change</i>	<i>Amount</i>	<i>Annual Change</i>	<i>Amount</i>	<i>Annual Change</i>
2010	37,788	-	650,407	-	116,709,667	-
2023	45,112	1.5%	969,611	3.8%	129,912,564	0.9%
Projected Mkt Entry October 2026	46,530	1.0%	1,036,163	2.1%	131,979,741	0.5%
2028	47,294	1.0%	1,071,998	2.1%	133,092,836	0.5%

Source: Esri Demographics 2023, Novogradac, March 2024

Historical household growth in the PMA trailed the MSA between 2010 and 2023. Both geographic areas experienced household growth greater than the nation during the same time period. According to ESRI demographic projections, annualized PMA growth is expected to slow to 1.0 percent through market entry 2028, which is well below growth expectations for the MSA and substantially above the nation.

Average Household Size

The following table is a summary of the average household size in the PMA, MSA, and nation in 2010, 2023, as well as 2028.

AVERAGE HOUSEHOLD SIZE						
Year	PMA		MSA		USA	
	Number	Annual Change	Number	Annual Change	Number	Annual Change
2010	2.28	-	2.58	-	2.57	-
2023	2.03	-0.8%	2.53	-0.2%	2.53	-0.1%
Projected Mkt Entry October 2026	2.01	-0.3%	2.51	-0.1%	2.52	-0.2%
2028	2.00	-0.3%	2.51	-0.1%	2.51	-0.2%

Source: Esri Demographics 2023, Novogradac, March 2024

The average household size in the PMA is well below the MSA and the overall nation. According to ESRI demographic projections, the average household size in the PMA is expected to decrease through market entry 2028.

Median Household Income Levels

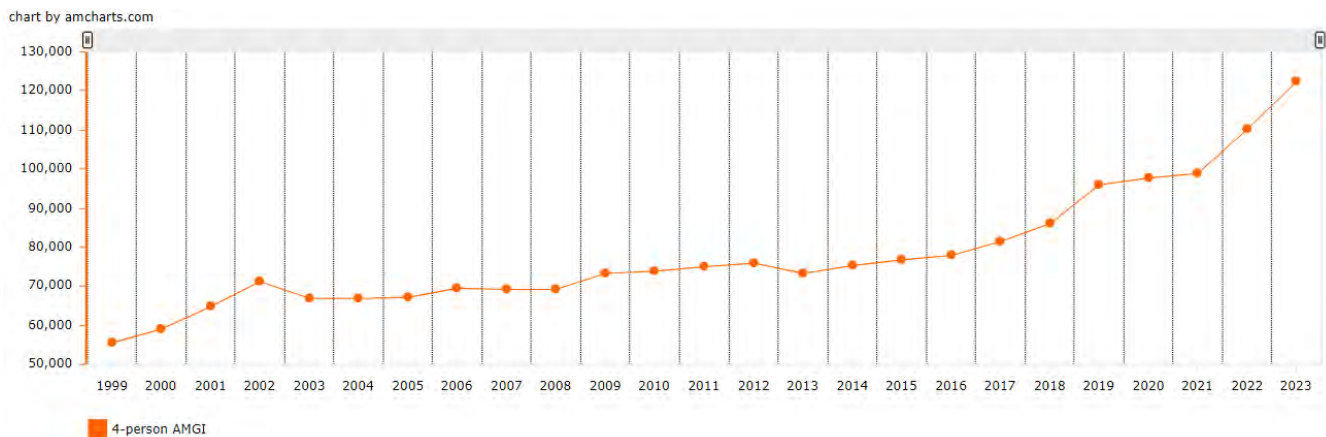
The table below illustrates median household income in the PMA, MSA, and the nation as a whole.

MEDIAN HOUSEHOLD INCOME						
Year	PMA		MSA		USA	
	Amount	Annual Change	Amount	Annual Change	Amount	Annual Change
2010	\$66,342	-	\$67,283	-	\$55,535	-
2023	\$76,066	1.1%	\$89,695	2.6%	\$72,604	2.4%
Projected Mkt Entry October 2026	\$81,116	2.0%	\$96,917	2.5%	\$78,978	2.7%
2028	\$83,835	2.0%	\$100,805	2.5%	\$82,410	2.7%

Source: Esri Demographics 2023, Novogradac, March 2024

As of 2023, the median income in the PMA is slightly below the surrounding MSA. Relative to the nation, household income in the PMA declined slightly from 119.5 percent of the national median income in 2010 to 104.8 in 2023. According to ESRI demographic projections, annualized PMA growth is expected to accelerate to 2.0 percent through 2028, which is slightly below projected growth in the surrounding MSA and below the overall nation.

The following chart illustrates the AMGI level for a four-person household in the MSA.



Average Increase (AMGI): 3.4%/year

AMI GROWTH

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
AMI	\$73,800	\$74,900	\$75,900	\$73,200	\$75,400	\$76,800	\$77,800	\$81,400	\$86,000	\$95,900	\$97,600	\$98,900	\$110,300	\$122,300
% Growth	-	1.49%	1.34%	(3.56%)	3.01%	1.86%	1.30%	4.63%	5.65%	11.51%	1.77%	1.33%	11.53%	10.88%

Overall, the AMI increased at an annual rate of 6.1 percent between 2013 and 2023. Over 89.3 percent of counties in the nation experienced an increase in AMI in 2023. This was also true in Travis County, which reached a record high AMI level in 2023. Rising AMI levels bode well for future rent growth at affordable developments, such as the proposed Subject.

Tenure Patterns

The following table illustrates the renter vs. owner households among total households in the PMA and the MSA.

TENURE PATTERNS - OVERALL POPULATION

Year	PMA				MSA			
	Owner-Occupied Units		Renter-Occupied Units		Owner-Occupied Units		Renter-Occupied Units	
	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage
2010	16,181	42.8%	21,607	57.2%	380,456	58.5%	269,951	41.5%
2023	18,657	41.4%	26,455	58.6%	577,847	59.6%	391,764	40.4%
Projected Mkt Entry October 2026	18,866	40.5%	27,664	59.5%	619,880	59.8%	416,283	40.2%
2028	18,979	40.1%	28,315	59.9%	642,513	59.9%	429,485	40.1%

Source: Esri Demographics 2023, Novogradac, March 2024

In the PMA, 58.6 percent of households are renter households, while 41.4 percent are owner households. The MSA renter households percentage is below the PMA at 40.4 percent. The number and percentage of renter households in the MSA is projected to stay similar through the projected date of market entry and through 2028.

Household Income By Household Size

The following tables illustrate household income by household size in the PMA for 2023, market entry, and 2028. This data is provided by HISTA, per TDHCA.

HOUSEHOLD INCOME BY HOUSEHOLD SIZE

PMA 2023					
Income Cohort	1	2	3	4	5+
\$0-9,999	1,580	368	177	158	186
\$10,000-19,999	1,396	455	183	163	41
\$20,000-29,999	1,593	545	316	273	447
\$30,000-39,999	2,173	851	227	167	284
\$40,000-49,999	1,929	1,079	555	267	365
\$50,000-59,999	1,583	1,084	498	208	121
\$60,000-74,999	2,033	2,141	294	334	462
\$75,000-99,999	1,685	2,671	1,598	811	429
\$100,000-124,999	1,254	1,931	974	482	165
\$125,000-149,999	608	1,308	629	425	160
\$150,000-199,999	409	1,264	459	317	198
\$200,000+	831	1,075	576	195	122
Total	17,074	14,772	6,486	3,800	2,980
PMA Projected Mkt Entry October 2026					
Income Cohort	1	2	3	4	5+
\$0-9,999	1,572	341	145	157	147
\$10,000-19,999	1,375	413	162	153	42
\$20,000-29,999	1,433	468	275	243	383
\$30,000-39,999	2,064	796	204	173	259
\$40,000-49,999	1,765	930	486	227	355
\$50,000-59,999	1,727	1,100	507	198	123
\$60,000-74,999	2,034	1,949	263	318	439
\$75,000-99,999	1,853	2,598	1,569	776	426
\$100,000-124,999	1,490	2,061	1,053	518	190
\$125,000-149,999	786	1,485	684	489	184
\$150,000-199,999	611	1,593	533	366	277
\$200,000+	1,182	1,397	765	240	179
Total	17,892	15,130	6,646	3,858	3,005
PMA 2028					
Income Cohort	1	2	3	4	5+
\$0-9,999	1,567	326	128	156	126
\$10,000-19,999	1,363	391	151	148	43
\$20,000-29,999	1,347	426	253	227	349
\$30,000-39,999	2,006	767	191	176	246
\$40,000-49,999	1,676	849	449	206	350
\$50,000-59,999	1,804	1,108	512	192	124
\$60,000-74,999	2,035	1,845	246	309	427
\$75,000-99,999	1,944	2,559	1,554	757	425
\$100,000-124,999	1,617	2,131	1,095	538	203
\$125,000-149,999	882	1,580	714	523	197
\$150,000-199,999	720	1,770	573	393	320
\$200,000+	1,371	1,570	866	264	209
Total	18,332	15,322	6,732	3,889	3,019

Source: HISTA Data / Ribbon Demographics 2023, Novogradac, February 2024

As illustrated by the tables, 25.7 percent of households in the PMA earned less than \$40,000 in 2023. By 2028, the number of households earning less than \$40,000 in the PMA is expected to decrease to 22.0 percent, which is still a significant percentage of low-income households.

Renter Household Income By Household Size

The following tables illustrate renter household income by household size in the PMA for 2023, market entry, and 2028. This data is provided by HISTA, as required by TDHCA.

RENTER HOUSEHOLD INCOME BY HOUSEHOLD SIZE

PMA 2023					
Income Cohort	1	2	3	4	5+
\$0-9,999	1,192	263	157	126	160
\$10,000-19,999	1,021	334	157	139	15
\$20,000-29,999	1,074	329	290	229	382
\$30,000-39,999	1,620	504	180	144	234
\$40,000-49,999	1,335	694	467	211	248
\$50,000-59,999	1,062	753	281	121	46
\$60,000-74,999	1,426	1,459	143	147	168
\$75,000-99,999	890	1,642	937	234	114
\$100,000-124,999	831	801	420	108	44
\$125,000-149,999	367	567	173	128	16
\$150,000-199,999	233	466	100	101	45
\$200,000+	570	233	170	112	42
Total	11,621	8,045	3,475	1,800	1,514
PMA Projected Mkt Entry October 2026					
Income Cohort	1	2	3	4	5+
\$0-9,999	1,189	246	130	129	129
\$10,000-19,999	1,005	303	141	123	25
\$20,000-29,999	973	289	253	208	338
\$30,000-39,999	1,546	464	162	145	215
\$40,000-49,999	1,276	613	414	190	259
\$50,000-59,999	1,150	762	286	111	49
\$60,000-74,999	1,446	1,338	137	146	171
\$75,000-99,999	1,041	1,691	970	256	134
\$100,000-124,999	1,014	906	531	135	62
\$125,000-149,999	486	681	186	170	34
\$150,000-199,999	366	669	142	130	72
\$200,000+	818	336	256	138	80
Total	12,310	8,299	3,606	1,883	1,567
PMA 2028					
Income Cohort	1	2	3	4	5+
\$0-9,999	1,187	237	115	131	112
\$10,000-19,999	996	287	132	115	31
\$20,000-29,999	919	267	233	197	314
\$30,000-39,999	1,506	442	152	146	205
\$40,000-49,999	1,244	570	385	178	265
\$50,000-59,999	1,197	767	289	105	50
\$60,000-74,999	1,456	1,273	133	146	172
\$75,000-99,999	1,123	1,718	988	268	145
\$100,000-124,999	1,113	962	590	150	72
\$125,000-149,999	550	742	193	193	43
\$150,000-199,999	438	779	164	146	86
\$200,000+	952	392	302	152	100
Total	12,681	8,436	3,676	1,927	1,595

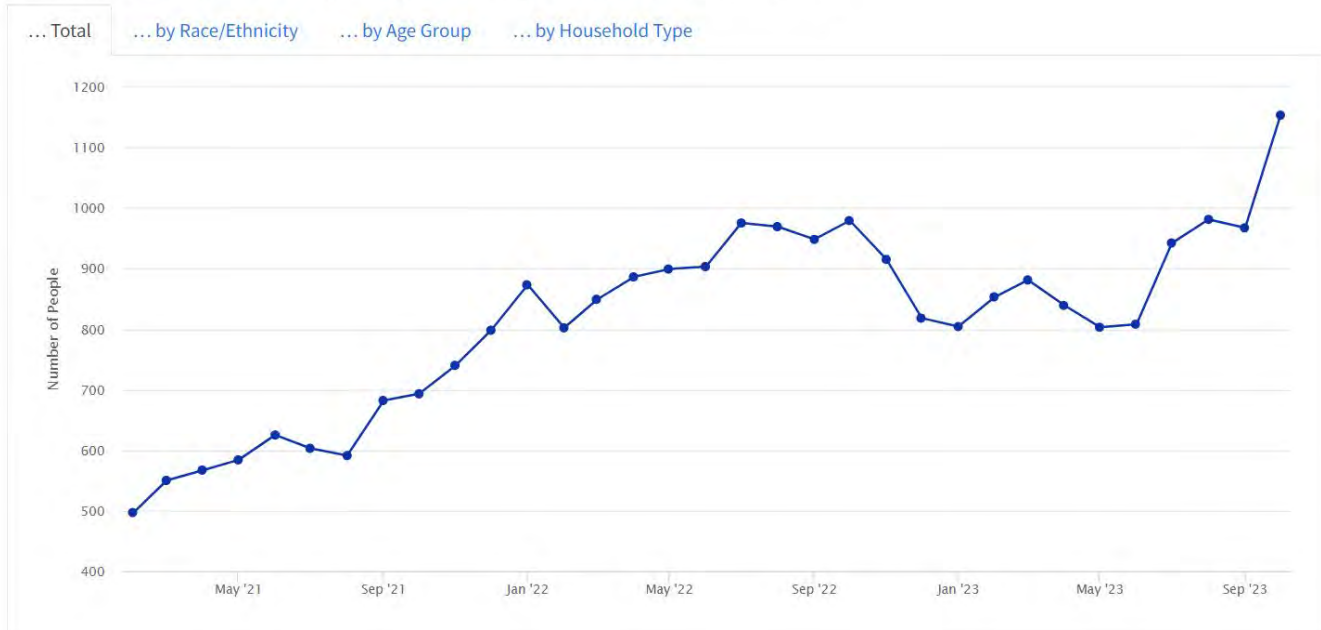
Source: HISTA Data / Ribbon Demographics 2023, Novogradac, March 2024

As illustrated by the tables, 32.3 percent of renter households in the PMA earned less than \$40,000 in 2023. By 2028, the renter population earning less than \$40,000 in the PMA is expected to decrease to 27.3 percent, which is still a significant percentage of low-income renter households. This data provides strong support for affordable rental housing in the Subject's PMA.

Homeless Population

We analyzed the most recent Point-in-Time (PIT) Survey provided by the Ending Homelessness Coalition (ECHO), the leading Continuum of Care (CoC) for Travis County. According to the survey, the total number of homeless persons counted in 2023 was 2,374 within Travis County, 1,108 of which were sheltered and 1,266 were unsheltered. Approximately 58.2 percent of the unsheltered homeless population counted reported that it was not their first-time experiencing homelessness. It should be noted that there are limitations to the PIT counts, as people must be seen to be counted. As such, some hard-to-reach individuals may not be counted, including individuals in hospitals and jails. Due to COVID-19, in-person PIT counts were not conducted in 2022 or 2021; however, ECHO began estimating the number of people experiencing unsheltered homelessness using data from the Homeless Management Information System (HMIS), a centralized database that estimates changes in the homeless population. The HMIS is a database of those who have gone through the Homeless Response (HRS) and participated in homeless relief programs offered in the area. According to the database, the number of unsheltered persons in 2021 and 2022 were 2,262 and 2,238 persons, respectively. The following chart details the estimated number of people experiencing sheltered homelessness.

Estimated Number of People Experiencing Sheltered Homelessness

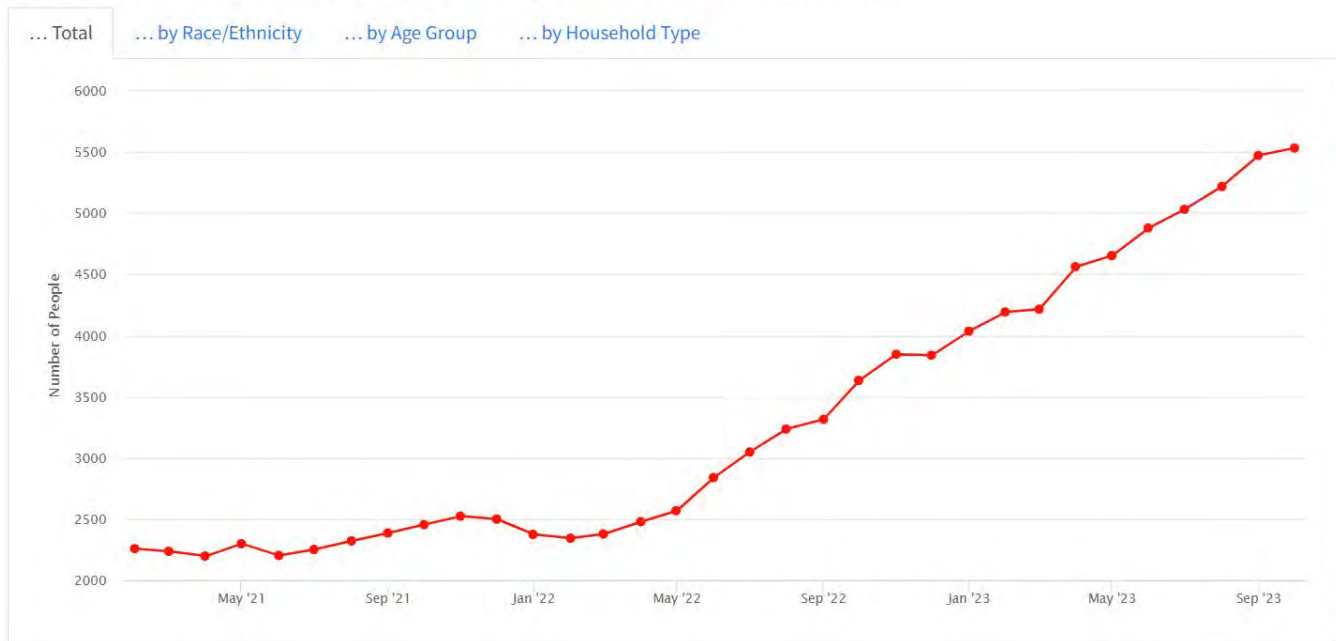


Source: Ending Homelessness Coalition, 2023 HMIS Dashboard

As illustrated, the estimated number of people experiencing sheltered homelessness in Travis County has increased from April 2021 to October 2023. As of October 2023, the estimated number of sheltered persons is 1,153. This represents an increase of approximately 17.8 percent from the 979 persons reported in October 2022.

The following chart details the estimated number of people experiencing unsheltered homelessness.

Estimated Number of People Experiencing Unsheltered Homelessness

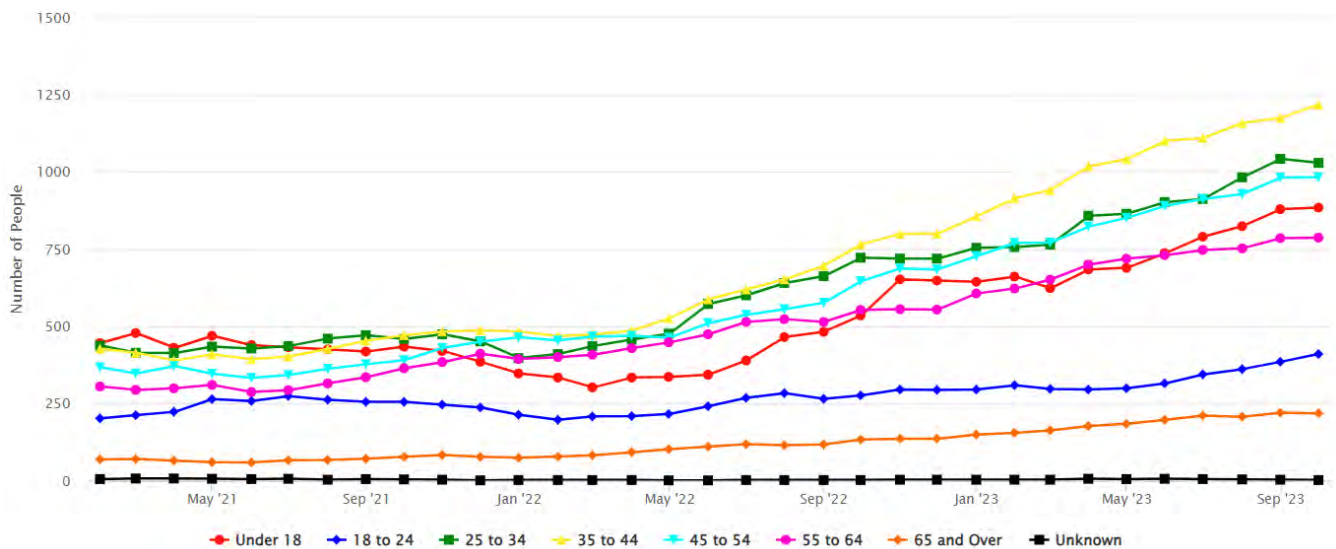


Source: Ending Homelessness Coalition, 2023 HMIS Dashboard

As illustrated, the estimated number of people experiencing unsheltered homelessness in Travis County has increased significantly since April 2021. As of October 2023, the estimated number of unsheltered persons is 5,530. This represents an increase of approximately 52.3 percent from the 3,632 persons reported in October 2022.

Homeless Demographics

The following chart details the estimated number of people experiencing unsheltered homelessness in Travis County by age group.



Source: Ending Homelessness Coalition, 2023 HMIS Dashboard

As illustrated, the age groups with the highest concentration of unsheltered homeless persons are in the 35 to 44, 25 to 34, and 45 to 54 age cohorts. As of October 2023, an estimated 3,229 persons were aged 25 to 54, accounting for approximately 58.4 percent of the total count.

Conclusion

Population in the PMA increased at an annualized rate of 0.8 percent between 2010 and 2023, compared to growth of 3.5 percent in the MSA and 0.7 percent across the nation. The percentage of renter households in the PMA rose between 2010 and 2023 and is estimated to be 59 percent as of 2023. This is more than the estimated 33 percent renter households across the overall nation. The median income in the PMA as of 2023 is slightly below the MSA and overall nation. According to ESRI demographic projections, population, household, and median income levels are all expected to rise through 2028. Overall, the combination of rising population and median household income bodes well for future demand for multifamily housing.

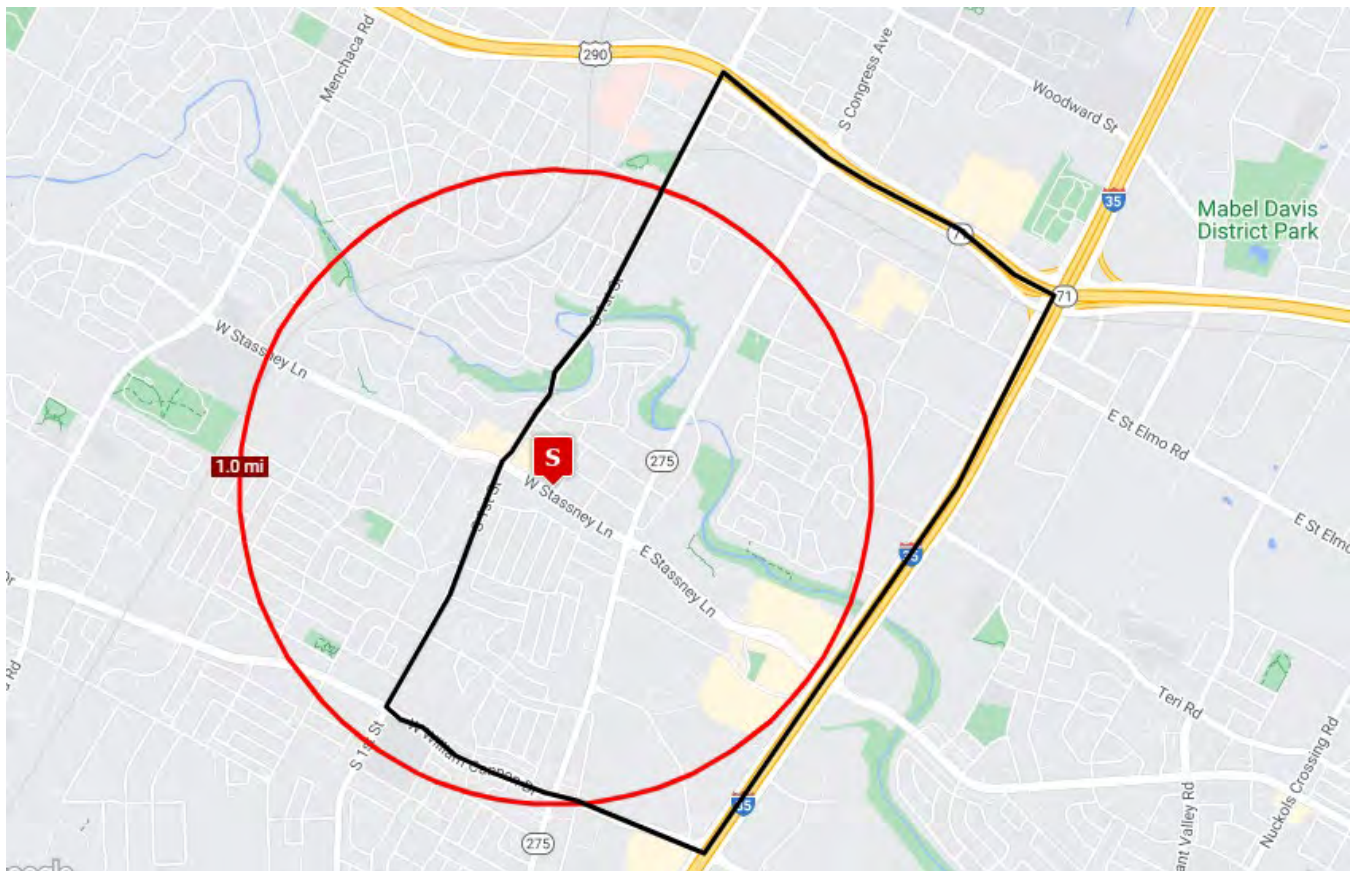
NEIGHBORHOOD DESCRIPTION

The neighborhood surrounding an apartment property often impacts the property's status, image, class, and style of operation, and sometimes its ability to attract and properly serve a particular market segment. This section investigates the Subject's neighborhood and evaluates any pertinent location factors that could affect its rent, its occupancy, and overall profitability.

The neighborhood analysis provides a bridge between the area analysis and the study of the Subject. The goal of the neighborhood analysis is to determine how the operation of social, economic, governmental, and environmental factors influences the marketability of real estate. In the neighborhood analysis, we focus on how these factors interact in the immediate vicinity of the Subject. Our analysis will focus on the neighborhood as a whole with individual focus on the location in the community and the demographic characteristics in the community.

Location and Boundaries

The Subject property is located in the South Congress neighborhood in the southern portion of Austin. The Subject's neighborhood is bounded by State Highway 290 north, Interstate 35 to the east, W. William Cannon Parkway to the south, and S. 1st Street to the west. The neighborhood boundaries are depicted in the following map.



Source: Google Maps, February 2024

Predominant Land Uses

Land use in the northern portion of the Subject's neighborhood consists primarily of commercial/retail uses in average to good condition, light industrial uses in average condition, hotels in average to good condition,

single-family homes in average to good condition, and multifamily developments in varying conditions. Notable commercial/retail uses, include various local restaurants and shops, several car dealerships, a bank, convenience store, and several gas stations, among others. Multifamily developments include Sur512 Apartments, which has been utilized as a comparable in this report, and Sierra Vista Apartments, The Arts Apartments At South Austin, Sierra Ridge Apartments, 44 South, and Prospect, all of which have been excluded as comparables. Additional details and reasons for exclusion are detailed later in this report. Land use in the eastern portion of the Subject's neighborhood consists of commercial/retail uses in average condition, single-family homes in average to good condition, hotels in average condition, and multifamily developments in varying conditions. Notable commercial/retail uses, include a grocery store, several car dealerships, a gas station, and various local and national chain restaurants, among others. Multifamily developments include Austin City Lights, Griffis SoCo Austin, and Avana SoCo, all of which have been utilized as comparables in this report, as well as Retreat at North Bluff, Bexley SoCo, Agave at South Congress Apartments, and Tramor Oak Bend Apartments, all of which have been excluded as comparables. Land use in the southern portion of the Subject's neighborhood consists of commercial/retail uses in average condition, houses of worship in average condition, single-family homes in average to good condition, educational facilities in average condition, owner-occupied condominiums in good condition, and multifamily developments in varying conditions. Notable commercial/retail uses, include a Dollar Tree, gas station, and a Salvation Army, among others. Multifamily developments include SoCo Apartments, Pathways at Shadowbend Ridge, Willow Brook, and Marquis SoCo, all of which have been excluded as comparables in this report. Land use in the western portion of the Subject's neighborhood consists of commercial/retail uses in average condition, single-family homes in fair to good condition, houses of worship in average condition, and recreational parks and hiking trails. Notable commercial/retail uses, include several restaurants, an AutoZone, and dry cleaners, among others. According to Zillow.com, the median home value in the Subject's zip code is approximately \$465,500.

Accessibility

The Subject's neighborhood is primarily accessible via State Highway 290 and Interstate 35. State Highway 290 traverses east/west and provides access to State Route 1 approximately 3.4 miles northwest of the Subject, as well as access to State Highway 183 approximately 5.8 miles northeast of the Subject. Interstate 35 is a major interstate highway that generally traverses north/south and provides access to downtown Austin, Round Rock, and Waco approximately 4.7, 21.6, and 100.5 miles north of the Subject site, respectively. Interstate 35 also provides access to San Marcos, New Braunfels, and San Antonio approximately 23.9, 40.8, and 69.2 miles southwest of the Subject site. Overall, access is considered good, while traffic flow is considered moderate.

QCT

The Subject site is located in Census Tract 484530024.44, which is not a 2024 Qualified Census Tract.

Crime Statistics

The following table illustrates crime risk indices in the PMA and MSA. An index of 100 equates to the national average. A number above 100 indicates a crime rate higher than the nation, while a number below 100 reflects a lower crime rate than the nation.

2023 CRIME INDICES

	PMA	MSA
Total Crime*	140	148
Personal Crime*	87	97
Murder	90	72
Rape	100	100
Robbery	105	94
Assault	76	99
Property Crime*	147	155
Burglary	109	132
Larceny	168	171
Motor Vehicle Theft	73	87

Source: Esri Demographics 2023, Novogradac, March 2024

*Unweighted aggregations

Total crime indices in the PMA are modestly elevated relative to the national average and similar to the surrounding MSA. Both geographic areas feature crime indices above the overall nation. Observations of the PMA as well as the Subject's neighborhood, and interviews with market participants, reflect that crime is not a major concern in the area. The Subject will offer limited access, a buzzer intercom entry system, and video surveillance as security features, which appear appropriate for the market.

Public Transportation

Capital Metropolitan Transportation Authority provides bus services in the Austin area. General fares range from \$1.25 for a single trip, \$2.50 for a day pass, \$11.25 for a week pass, and \$41.25 for a monthly pass. Reduced general fares for active military and seniors range from \$0.60 for a single trip, \$1.25 for a day pass, and \$20.60 for a monthly pass. Children 18 and younger ride for free on all Capital Metro Services. The nearest bus stop is located at the southeast corner of the Subject site, at the intersection of West Stassney Lane and Humming Bird Lane.

Capital Metropolitan Transportation Authority also provides light rail services in the downtown Austin area. The nearest rail station is the Downtown Station, located approximately 4.6 miles north of the Subject site. The normal one-way fare is \$2.00 for one zone, or \$3.00 for all zones, with reduced fares being \$1.00 and \$1.50, respectively. Capital MetroPlus Day Passes can be purchased for \$6.00, five-day passes for \$20.00, and 31-day passes for \$70.00.

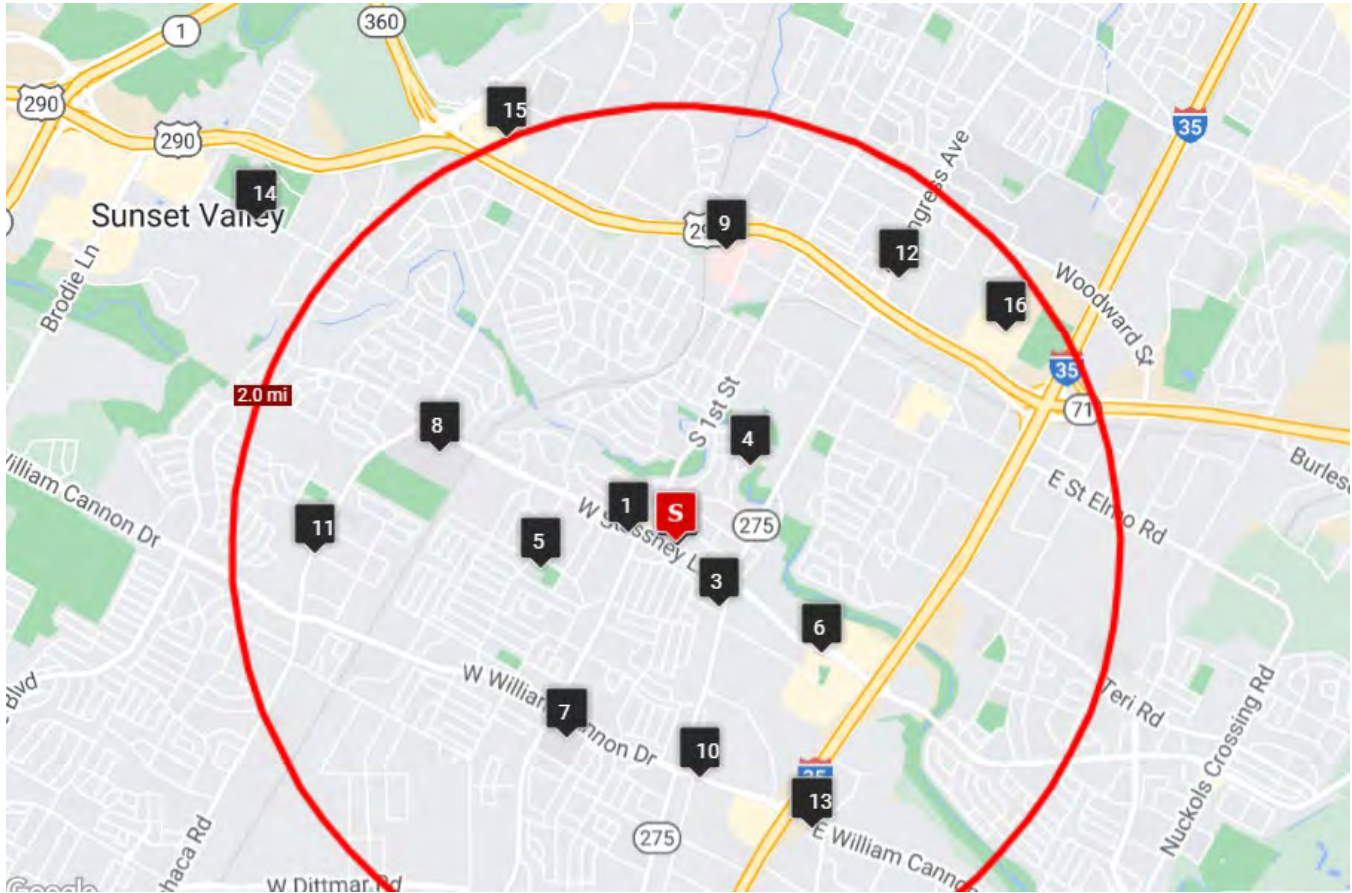
Healthcare

The closest hospital to the Subject site is St. David's South Austin Medical Center, located approximately 1.7 miles (driving distance) north of the Subject site. St. David's South Austin Medical Center is a 364-bed acute care facility that offers a Level II Trauma Center and a wide range of services and programs, including oncology, stroke care, cardiac, orthopedics, maternity, emergency, advanced and general surgery, and imaging, among others.

Proximity to Local Services

The Subject is close to important local services as shown in the following table. All of the major amenities and services are located within close proximity to the Subject site.

Locational Amenities Map



LOCATIONAL AMENITIES

#	Service or Amenity	Distance to Subject	Drive Time	#	Service or Amenity	Distance to Subject	Drive Time
1	Walgreens Pharmacy	0.3 miles	1 min	9	St. Davids South Austin Medical Center	1.7 miles	5 min
2	Bus Stop (W Stassney Ln & Humming Bird Ln)	0.8 miles	3 min	10	Austin Public Library (Pleasant Hill)	1.9 miles	6 min
3	Citgo Gas Station	0.9 miles	4 min	11	Austin Fire Station 20	2.1 miles	6 min
4	Heartwood Park	0.9 miles	3 min	12	USPS	2.1 miles	7 min
5	Odom Elementary School	0.9 miles	3 min	13	H-E-B Grocery	2.3 miles	8 min
6	Bank of America	1.4 miles	5 min	14	Sunset Valley Police	2.8 miles	8 min
7	Bedichek Middle School	1.5 miles	5 min	15	Target	2.8 miles	8 min
8	Crockett High School	1.7 miles	6 min	16	Walmart Supercenter	3.4 miles	9 min

Conclusion

Upon completion, the Subject will provide excellent quality, affordable housing units that are in strong demand in the area. Neighborhood uses primarily consist of single-family homes, commercial/retail uses, and multifamily developments in average to excellent condition. The Subject will positively impact the neighborhood, which is well suited for this type of housing.

V. SUPPLY ANALYSIS

SUPPLY ANALYSIS

HOUSING STOCK OVERVIEW

Tenure

The following table is a summary of the housing stock in the PMA.

TENURE PATTERNS - OVERALL POPULATION

Year	PMA				MSA			
	Owner-Occupied Units		Renter-Occupied Units		Owner-Occupied Units		Renter-Occupied Units	
	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage
2010	16,181	42.8%	21,607	57.2%	380,456	58.5%	269,951	41.5%
2023	18,657	41.4%	26,455	58.6%	577,847	59.6%	391,764	40.4%
Projected Mkt Entry October 2026	18,866	40.5%	27,664	59.5%	619,880	59.8%	416,283	40.2%
2028	18,979	40.1%	28,315	59.9%	642,513	59.9%	429,485	40.1%

Source: Esri Demographics 2023, Novogradac, February 2024

In the PMA, 58.6 percent of households are renter households, while 41.4 percent are owner households. The MSA renter households percentage is below the PMA at 40.4 percent. The number and percentage of renter households in the MSA is projected to stay similar through the projected date of market entry and through 2028.

INTERVIEWS

Provided below is a summary of interviews conducted to discern the current and potential future demand for affordable housing in the PMA.

Local Housing Authority

We spoke with Lisa Garcia, Vice President of Assisted Living with the Housing Authority of the City of Austin. According to Ms. Garcia, the Housing Choice Voucher (HCV) Department administers approximately 5,400 Housing Choice Vouchers within the City of Austin. The waiting list is currently closed and was last opened in September of 2018. Ms. Garcia indicated the waiting list is approximately 2,000 households in length. The following table illustrates the current payment standards, effective February 1, 2023.

PAYMENT STANDARDS

Unit Type	Payment Standard (Gross)	Utility Allowance	Payment Standard (Net)
Studio	\$1,378	\$88	\$1,290
One-Bedroom	\$1,525	\$101	\$1,424

Source: Housing Authority of the City of Austin, TX, effective February 2023

All of the payment standards are above the Subject's gross LIHTC rents at the 30, 50, and 60 percent AMI levels, indicating that voucher tenants will not have to pay additional rent out of pocket for these units. Further, 26 of the Subject's units will benefit from subsidy, and vouchers will not be necessary.

Planning Department

We attempted to contact the Planning Department of the City of Austin in order to obtain information regarding proposed, under construction, or recently completed multifamily developments within the Subject's PMA. However, our attempts were not successful. As such, we utilized CoStar's new construction report. The following table illustrates our findings.

RECENT AND PLANNED DEVELOPMENT

Property Name	Rent Structure	Tenancy	Total Units	Competitive Units	Construction Status	Distance to Subject
Bishop Momo	Market	Family	274	0	Under Construction	1.1 miles
The Hills at South Congress	Market	Family	400	0	Proposed	0.8 miles
South Congress and Red Bird	Market	Family	600	0	Proposed	0.3 miles
The Madator	Affordable	Family	285	285	Proposed	0.4 miles
6311 S First Street	Affordable	Family	260	260	Under Construction	0.6 miles
300-440 Industrial Blvd	Market/Affordable	Family	700	70	Proposed	1.4 miles
506-600 Industrial Blvd	Market/Affordable	Family	600	60	Proposed	1.4 miles
Industry SOMA	Affordable	Family	23	23	Under Construction	2.0 miles
Totals			3,142	698		

Source: CoStar, February 2024

According to CoStar, three of the pipeline developments in the PMA will be strictly market rate properties that will not offer affordable units. As such, these properties are not considered competitive with the Subject. The remaining six developments are proposed to offer affordable units, two of which are proposed to offer both market and affordable units. None of these developments have been awarded LIHTC funding as of the date of this report; however, we conservatively assume that all units at the strictly affordable developments and 10 percent of the mixed-income developments will compete with the Subject for occupancy, as proposed. It should be noted that none of these developments will be considered as competitive Relevant Supply in the Demand section of this report, as none have been awarded LIHTC funding.

LIHTC Competition/Recent and Proposed Construction

To determine the amount of competitive new LIHTC supply entering the market, we consulted the Texas Department of Housing and Community Affairs (TDHCA) listings of LIHTC allocations from 2019 to present. According to the Texas Department of Housing and Community Affairs, there has been two LIHTC allocations in the PMA since 2019.

Bridge at Turtle Creek was awarded tax credits in 2020 for the new construction of a 307-unit LIHTC multifamily development located approximately 0.5 miles southwest of the Subject. The property opened in 2022, has been utilized as a comparable in this report, and reported being 95.8 percent occupied. Additionally, management at Bridge at Turtle Creek noted that seven vacant units are pre-leased, indicating the property is 98.0 percent leased. The property offers 307 studio, one, and two-bedroom units restricted to households earning 50, 60, and 70 percent of the AMI, or less. The contact was unable to provide absorption data but noted that the property opened in October 2022 and reached a stabilized occupancy within the first eight to nine months of opening. This development will be competitive with the Subject, as proposed. However, given that this development is an existing and stabilized multifamily development, no additional units have been added to the supply.

Cobblestone Court was awarded tax credits in 2022 for the acquisition/rehabilitation of an existing 69-unit Section 8 multifamily development that was originally constructed in 1999. Post-renovation, the development will offer 68 one-bedroom units restricted to senior households earning 30, 50, and 60 percent of the AMI, or less, in addition to one non-revenue generating employee unit. Further, all 68 rental units will benefit from Project-Based Rental Assistance, where tenants will continue to contribute 30 percent of their income towards rent. Given that this award is for the renovation of an existing and stabilized multifamily development, no additional units have been added to the supply. Further, as an age-restricted development, this development will not be competitive with the Subject, as proposed.

Building Permits

The following table demonstrates building permit information from 2000 through year-to-date 2024 for Travis County.

BUILDING PERMITS: TRAVIS COUNTY 2000 - 2024*

Year	Single-family and Duplex	Three and Four-Family	Five or More Family	Total Units
2000	7,607	309	6,353	14,269
2001	4,498	218	6,035	10,751
2002	5,576	160	4,859	10,595
2003	6,364	386	1,815	8,565
2004	8,027	222	2,409	10,658
2005	9,921	96	4,217	14,234
2006	10,071	289	5,378	15,738
2007	6,906	542	4,573	12,021
2008	4,064	77	2,707	6,848
2009	3,677	11	1,561	5,249
2010	3,142	248	1,007	4,397
2011	3,298	44	2,419	5,761
2012	4,437	27	8,018	12,482
2013	4,694	168	9,051	13,913
2014	5,977	116	6,580	12,673
2015	5,986	30	7,808	13,824
2016	7,186	64	6,253	13,503
2017	8,681	72	7,976	16,729
2018	9,016	53	10,451	19,520
2019	9,738	27	11,652	21,417
2020	10,579	47	16,484	27,110
2021	9,514	117	19,421	29,052
2022	7,843	123	17,886	25,852
2023	4,526	48	17,840	22,414
2024*	452	0	1,292	1,744
Total	161,780	3,494	184,045	349,319
Average**	6,722	146	7,615	14,482

*YTD, preliminary

**Excludes preliminary data

Source: US Census Bureau, Novogradac, February 2024

Permit issuance declined by 72.1 percent during the recession, reaching a low in 2010. Permit issuance increased in nine out of 11 years between 2010 and 2021. Permit issuance peaked in 2006, near the onset the national recession. Following the national recession, permit issuance peaked most recently in 2021. The most recent years with finalized data indicate construction activity increased by 26.6 percent between 2019 and 2020. Additionally worth noting is that the share of overall permit issuance attributable to large-scale multifamily projects declined 55.6 percent between 2009 and 2020, compared to only 37.0 percent between 2000 and 2008. Permit issuance in Travis County has primarily been for multifamily and single-family/duplex projects, which have accounted for approximately 52.7 and 46.3 percent, respectively, of all year-to-date permit issuance since 2000.

Affordable Properties in the PMA

The following table details all known affordable developments in the PMA.

EXISTING AFFORDABLE PROPERTIES IN PMA

Property Name	Rent Structure	Tenancy	Total Units	LIHTC Units	Subsidized Units	Market Rate Units	Year Allocated	Occupancy Rate
Lindy's Landing	LIHTC	Family	52	52	0	0	1992	N/Av
Blunn Creek Apartments	LIHTC	Family	280	280	0	0	2001	N/Av
Bridge at Turtle Creek*	LIHTC	Family	307	307	0	0	2020	95.8%
Cobblestone Court	LIHTC/PBRA	Senior	69	0	68	0	2022	N/Av
Heights on Congress Apartments	LIHTC/Section 8	Family	172	153	17	0	2000	N/Av
Pathways at Manchaca Village	LIHTC/PBRA	Family/Senior	33	0	33	0	2016	100.0%
Pathways at Shadowbend Ridge	LIHTC/PBRA	Family	50	0	50	0	2016	100.0%
Shady Oaks	LIHTC	Family	238	238	0	0	2010	N/Av
Skyline Terrace	LIHTC	Family	100	100	0	0	2006	N/Av
SoCo Park Apartment Homes*	LIHTC	Family	200	200	0	0	2001	98.0%
Urban Oaks*	LIHTC	Family	194	194	0	0	2015	95.9%
West Gate Ridge*	LIHTC	Family	140	140	0	0	2016	98.6%
ESCT Austin Housing	Section 8	Family	18	0	18	0	N/A	N/Av
Manchaca Road Apts	Section 8	Family	11	0	11	0	N/A	N/Av
Pathways at Bouldin Oaks	Section 8	Family	144	0	144	0	N/A	N/Av
Fourth Street Apartments	Section 8	Family	11	0	11	0	N/A	N/Av
Travis Park	Section 8	Family	199	0	199	0	N/A	N/Av
Mosaic Housing Corp X	Section 8	Senior	3	0	3	0	N/A	N/Av
Western Trails	Section 8	Family	99	0	99	0	N/A	N/Av
Stassney Apartments	Section 8	Family	9	0	9	0	N/A	N/Av
Eberhart Place	Section 8	Senior	37	0	37	0	N/A	N/Av
Garden Terrace Apartments	Section 8	Family	10	0	10	0	N/A	N/Av
Mosaic Housing Corp XXIII	Section 8	Senior	4	0	4	0	N/A	N/Av
Total			2,380	1,664	713	0		

*Utilized as a comparable

Housing Units in PMA

The table below summarizes the housing stock in the Subject's PMA, per TDHCA's guidelines.

HOUSING UNITS IN THE PMA - 2023

	Number of Units
Total Housing Units - 2023	45,112
Total Owner Household Units	18,657
Total Renter Household Units	26,455
Number of Affordable Housing Units (LIHTC, Subsidized)	2,377
Number of Market Rate Housing Units	24,078

It appears that the majority of the rental housing in the Subject's PMA are market rate. Approximately 9.0 percent of the rental housing in the Subject's PMA is affordable. This suggests a strong need for maintaining and developing affordable housing in the PMA.

SURVEY OF COMPARABLE PROPERTIES

Comparable properties are examined on the basis of proximity to the Subject site as well as similarities in target population, physical characteristics (i.e. building type, age/quality, and level of common amenities), rents and utility structure. We attempted to compare the Subject to the best available “true” comparables from the PMA to provide an accurate picture of the health and available supply in the market.

To evaluate the competitive position of the Subject, a multitude of potentially comparable affordable and market rate properties were screened to ascertain whether these properties would compete with the Subject for prospective low-income tenants. Properties that were deemed comparable were also surveyed in depth for information on unit mix, size, absorption (if new), unit features and project/unit amenities tenant profiles, rental and utility structure, construction information and market trends in general. We excluded government subsidized developments from the comparable property analysis because the income qualifications and rent structures at these properties is not similar to the Subject as a LIHTC property. It should be noted that one of the comparable properties is located just outside the PMA, while the remaining nine comparables are located inside of the PMA.

A map of the selected comparable properties as well as a summary matrix and complete profiles of the comparable properties are provided later in the report.

Excluded Properties

The following table details some of the properties excluded from our analysis in addition to their reasons for exclusion.

EXCLUDED PROPERTIES				
Property Name	Rent Structure	Tenancy	Distance to Subject	Reason for Exclusion
Agave At South Congress	Market	Family	0.7 miles	Unable to contact
Blunn Creek Apartments	LIHTC	Family	1.9 miles	Unable to contact
44 South	Affordable/Market	Family	0.9 miles	Unable to contact
Agave at South Congress Apartments	Market	Family	0.7 miles	Unable to contact
Bexley SoCo	Market	Family	0.5 miles	Unable to contact
Centennial Place	Market	Family	1.2 miles	Inferior condition
Chaparral Apartments	Market	Family	1.9 miles	Inferior condition
Cherry Creek Crossing	Market	Family	1.4 miles	Inferior condition
Cobblestone Court	LIHTC/PBRA	Family	2.7 miles	Subsidized rents
Eberhart Place	Section 8	Senior	0.6 miles	Differing tenancy
ESCT Austin Housing	Section 8	Family	2.3 miles	Subsidized rents
Fourth Street Apartments	Section 8	Family	2.6 miles	Subsidized rents
Garden Terrace Apartments	Section 8	Family	1.0 mile	Subsidized rents
Heights on Congress Apartments	LIHTC/Section 8	Family	2.3 miles	Subsidized rents
Highlands Hill Country	Market	Family	2.5 miles	Unable to contact
Ladera Apartment Homes	Market	Family	1.7 miles	Unable to contact
Lindy's Landing	LIHTC	Family	1.8 miles	Inferior condition
Manchaca Road Apts	Section 8	Family	1.9 miles	Subsidized rents
Marquis SoCo	Market	Family	1.0 mile	Unable to contact
Mosaic Housing Corp X	Section 8	Senior	3.7 miles	Subsidized rents
Mosaic Housing Corporation XXIII	Section 8	Senior	1.2 miles	Differing tenancy
Oak Creek Village	LIHTC	Family	2.6 miles	Unable to contact
Pathways at Bouldin Oaks	Section 8	Family	2.3 miles	Subsidized rents
Pathways at Manchaca Village	LIHTC/PBRA	Family/Senior	2.1 miles	Subsidized rents
Pathways at Shadowbend Ridge	LIHTC/PBRA	Family	0.7 miles	Subsidized rents
Prospect	Affordable	Family	0.8 miles	Workforce housing
Retreat At North Bluff	Market	Family	0.8 miles	Unable to contact
Shady Oaks	LIHTC	Family	1.0 mile	Unable to contact
Sierra Ridge Apartments	Market	Family	1.0 mile	Inferior condition

EXCLUDED PROPERTIES (CONTINUED)

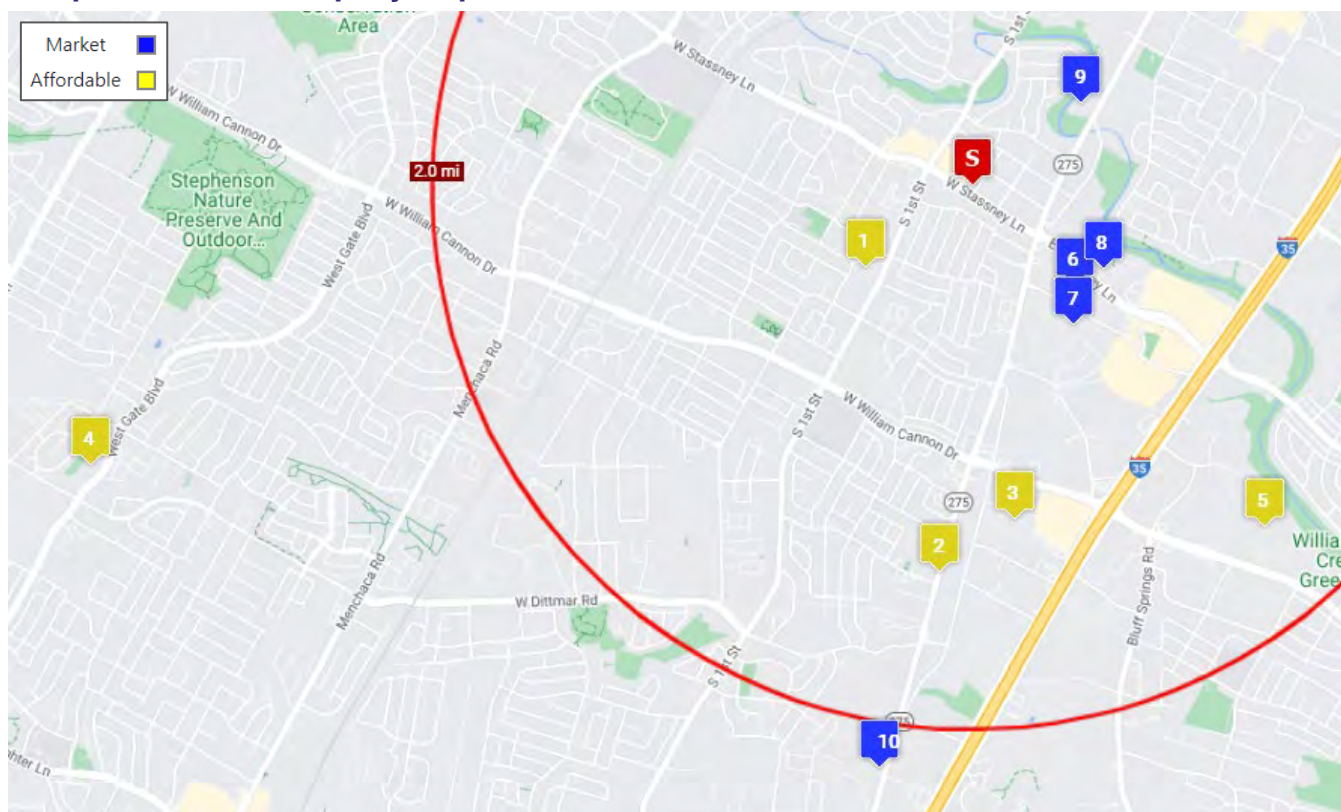
Property Name	Rent Structure	Tenancy	Distance to Subject	Reason for Exclusion
Sierra Vista Apartments	LIHTC/Section 8	Family	1.1 miles	Subsidized rents
Skyline Terrace	LIHTC	Family	1.4 miles	Unable to contact
SOCO Apartments	Market	Family	0.6 miles	Unable to contact
Stassney Apartments	Section 8	Family	0.8 miles	Subsidized rents
Sterling Springs	Market	Family	2.4 miles	Inferior condition
The Arts Apartments At South Austin	Market	Family	1.1 miles	Unable to contact
Tramor at Oak Bend	Market	Family	1.0 mile	Inferior condition
Willow Brook	Market	Family	1.0 mile	Inferior condition

Description of Property Types Surveyed

We utilized five strictly LIHTC properties and five strictly market rate properties, nine of which are located within the PMA. Market rate properties were screened to identify potential competition for the Subject. The group of market rate properties most likely to compete with the Subject was obtained by interviewing local property managers, reviewing local apartment guides, site inspections, and conducting searches on the Internet.

Maps of the comparable properties utilized in this report followed by a summary matrix that details each of the comparables, a rent and square foot ranking table, an amenity matrix, and the property profile reports for the comparable developments follow.

Comparable Rental Property Map



Source: Google Earth, February 2024

COMPARABLE PROPERTIES

#	Property Name	City	Rent Structure	Distance to Subject
S	Bailey at Stassney	Austin	LIHTC/PSH	-
1	Bridge at Turtle Creek	Austin	LIHTC	0.5 miles
2	SoCo Park Apartment Homes	Austin	LIHTC	1.4 miles
3	Urban Oaks Apartments	Austin	LIHTC	1.2 miles
4	West Gate Ridge	Austin	LIHTC	3.4 miles
5	William Cannon Apartment Homes*	Austin	LIHTC	1.6 miles
6	Austin City Lights	Austin	Market	0.5 miles
7	Avana SoCo	Austin	Market	0.6 miles
8	Griffis SoCo Austin	Austin	Market	0.6 miles
9	Sur512 Apartments	Austin	Market	0.5 miles
10	The Prescott	Austin	Market	2.1 miles

*Located outside PMA

SUMMARY MATRIX

#	Property Name	Distance	Type/Built/ Renovated	AMI	Unit Type	#	%	SF	Restriction	Rent (Adj)	Max Rent?	Waiting List	Vacant Units	Vacancy Rate
S	Bailey at Stassney 400 West Stassney Lane Austin, TX Travis County		Lowrise 4-stories 2026 Family	@30% (PSH), @50%, @50% (PSH), @60%	OBR/1BA	12	11.5%	450	@30% (PSH)	\$525	Yes	N/A	N/A	N/A
					OBR/1BA	35	33.7%	450	@50%	\$934	Yes	N/A	N/A	N/A
					OBR/1BA	5	4.8%	450	@50% (PSH)	\$934	Yes	N/A	N/A	N/A
					1BR/1BA	9	8.7%	607	@30% (PSH)	\$556	Yes	N/A	N/A	N/A
					1BR/1BA	23	22.1%	607	@50%	\$994	Yes	N/A	N/A	N/A
					1BR/1BA	20	19.2%	607	@60%	\$1,213	Yes	N/A	N/A	N/A
						104							N/A	N/A
1	Bridge At Turtle Creek 735 Turtle Creek Blvd Austin, TX Travis County	0.5 miles	Midrise 5-stories 2022 Family	@50%, @60%, @70%	OBR/1BA	62	20.2%	510	@50%	\$863	Yes	Yes	N/A	N/A
					OBR/1BA	21	6.8%	510	@60%	\$1,068	Yes	Yes	N/A	N/A
					OBR/1BA	51	16.6%	570	@60%	\$1,068	Yes	Yes	N/A	N/A
					1BR/1BA	60	19.5%	630	@60%	\$1,146	Yes	Yes	N/A	N/A
					1BR/1BA	5	1.6%	632	@60%	\$1,146	Yes	Yes	N/A	N/A
					1BR/1BA	19	6.2%	690	@60%	\$1,146	Yes	Yes	N/A	N/A
					1BR/1BA	12	3.9%	750	@60%	\$1,146	Yes	Yes	N/A	N/A
					2BR/1BA	15	4.9%	900	@60%	\$1,373	Yes	Yes	N/A	N/A
					2BR/1BA	11	3.6%	900	@70%	\$1,636	Yes	Yes	N/A	N/A
					2BR/2BA	8	2.6%	973	@70%	\$1,636	Yes	Yes	N/A	N/A
					2BR/2BA	5	1.6%	983	@70%	\$1,636	Yes	Yes	N/A	N/A
					2BR/2BA	5	1.6%	994	@70%	\$1,636	Yes	Yes	N/A	N/A
					2BR/2BA	5	1.6%	1,010	@70%	\$1,636	Yes	Yes	N/A	N/A
					2BR/2BA	9	2.9%	1,028	@70%	\$1,636	Yes	Yes	N/A	N/A
					2BR/2BA	5	1.6%	1,059	@70%	\$1,636	Yes	Yes	N/A	N/A
					2BR/2BA	5	1.6%	1,082	@70%	\$1,636	Yes	Yes	N/A	N/A
					2BR/2BA	9	2.9%	1,221	@70%	\$1,636	Yes	Yes	N/A	N/A
						307							13	4.2%
2	SoCo Park Apartment Homes 7201 S. Congress Avenue Austin, TX Travis County	1.4 miles	Garden 3-stories 2003 Family	@60%	1BR/1BA	76	38.0%	700	@60%	\$1,183	Yes	No	0	0%
					2BR/2BA	100	50.0%	880	@60%	\$1,425	Yes	No	4	4.0%
					3BR/2BA	24	12.0%	1,140	@60%	\$1,648	Yes	No	0	0%
						200							4	2.0%
3	Urban Oaks Apartments 6725 Circle South Road Austin, TX Travis County	1.2 miles	Garden 3-stories 2017 Family	@60%	1BR/1BA	69	35.6%	675	@60%	\$1,074	No	Yes	1	1.4%
					2BR/2BA	115	59.3%	950	@60%	\$1,286	No	Yes	7	6.1%
					3BR/2BA	10	5.2%	1,150	@60%	\$1,482	No	Yes	0	0%
						194							8	4.1%
4	West Gate Ridge 8700 West Gate Blvd Austin, TX Travis County	3.4 miles	Garden 3-stories 2018 Family	@60%	1BR/1BA	30	21.4%	674	@60%	\$1,143	Yes	No	1	3.3%
					1BR/1BA	30	21.4%	752	@60%	\$1,143	Yes	No	1	3.3%
					1BR/1BA	30	21.4%	855	@60%	\$1,143	Yes	No	0	0%
					2BR/2BA	25	17.9%	1,124	@60%	\$1,375	Yes	No	0	0%
					2BR/2BA	25	17.9%	1,129	@60%	\$1,375	Yes	No	0	0%
5	William Cannon Apartment Homes 2112 E. William Cannon Austin, TX Travis County	1.6 miles	Garden 3-stories 2015 Family	@60%	1BR/1BA	86	34.1%	723	@60%	\$1,139	Yes	Yes	2	2.3%
					2BR/2BA	86	34.1%	995	@60%	\$1,373	Yes	Yes	2	2.3%
					3BR/2BA	80	31.7%	1,231	@60%	\$1,582	Yes	Yes	0	0%
						252							4	1.6%
6	Austin City Lights 501 E. Stassney Lane Austin, TX Travis County	0.5 miles	Garden 3-stories 2006 Family	Market	1BR/1BA	84	23.9%	735	Market	\$1,302	N/A	No	5	6.0%
					1BR/1BA	72	20.5%	760	Market	\$1,385	N/A	No	0	0%
					1.5BR/1BA	24	6.8%	1,038	Market	\$1,583	N/A	No	0	0%
					2BR/2BA	68	19.3%	1,195	Market	\$1,889	N/A	No	3	4.4%
					2BR/2BA	72	20.5%	1,260	Market	\$1,930	N/A	No	4	5.6%
					3BR/2BA	32	9.1%	1,431	Market	\$2,105	N/A	No	0	0%
7	Avana SoCo 401 Little Texas Lane Austin, TX Travis County	0.6 miles	Garden 3-stories 2001 / 2018 Family	Market	1BR/1BA	72	13.6%	650	Market	\$1,619	N/A	No	2	2.8%
					1BR/1BA	36	6.8%	732	Market	\$1,802	N/A	No	2	5.6%
					1BR/1BA	12	2.3%	839	Market	\$1,965	N/A	No	0	0%
					1BR/1BA	96	18.2%	850	Market	N/A	N/A	No	0	0%
					2BR/2BA	88	16.7%	970	Market	\$1,696	N/A	No	2	2.3%
					2BR/2BA	96	18.2%	1,073	Market	\$1,764	N/A	No	3	3.1%
					2BR/2BA	24	4.5%	1,150	Market	N/A	N/A	No	0	0%
					2BR/2BA	44	8.3%	1,200	Market	\$1,898	N/A	No	3	6.8%
					3BR/2BA	60	11.4%	1,315	Market	\$2,443	N/A	No	2	3.3%
						528							14	2.7%
8	Griffis SoCo Austin 500 E Stassney Lane Austin, TX Travis County	0.6 miles	Garden 3-stories 2001 / 2021 Family	Market	1BR/1BA	31	10.5%	590	Market	N/A	N/A	No	0	0%
					1BR/1BA	17	5.7%	689	Market	\$1,331	N/A	No	1	5.9%
					1BR/1BA	24	8.1%	705	Market	\$1,362	N/A	No	1	4.2%
					1BR/1BA	24	8.1%	705	Market	\$1,322	N/A	No	0	0%
					1BR/1BA	24	8.1%	760	Market	\$1,317	N/A	No	0	0%
					1BR/1BA	24	8.1%	760	Market	\$1,390	N/A	No	1	4.2%
					1BR/1BA	16	5.4%	897	Market	N/A	N/A	No	0	0%
					1BR/1BA	8	2.7%	934	Market	\$1,450	N/A	No	0	0%
					2BR/2BA	24	8.1%	1,051	Market	\$1,608	N/A	No	4	16.7%
					2BR/2BA	24	8.1%	1,051	Market	\$1,790	N/A	No	0	0%
					2BR/2BA	24	8.1%	1,120	Market	\$1,703	N/A	No	1	4.2%
					2BR/2BA	15	5.1%	1,197	Market	\$1,784	N/A	No	1	6.7%
					2BR/2BA	15	5.1%	1,197	Market	\$1,956	N/A	No	1	6.7%
					2BR/2BA	10	3.4%	1,256	Market	\$1,956	N/A	No	0	0%
					3BR/2BA	16	5.4%	1,230	Market	\$2,033	N/A	No	2	12.5%
						296							12	4.1%

BAILEY AT STASSNEY – AUSTIN, TEXAS – TDHCA MARKET STUDY

#	Property Name	Distance	Type/Built/ Renovated	AMI	Unit Type	#	%	SF	Restriction	Rent (Adj)	Max Rent?	Waiting List	Vacant Units	Vacancy Rate
9	Sur512 Apartments 5010 S Congress Avenue Austin, TX Travis County	0.5 miles	Lowrise 4-stories 2016 Family	Market	1BR/1BA	59	20.9%	601	Market	\$1,559	N/A	No	0	0%
					1BR/1BA	52	18.4%	746	Market	\$1,725	N/A	No	2	3.8%
					1BR/1BA	58	20.6%	833	Market	\$1,702	N/A	No	3	5.2%
					1BR/1BA	36	12.8%	844	Market	\$1,525	N/A	No	1	2.8%
					1BR/1BA	3	1.1%	869	Market	\$1,877	N/A	No	0	0%
					2BR/2BA	2	0.7%	1,044	Market	\$1,724	N/A	No	0	0%
					2BR/2BA	28	9.9%	1,140	Market	\$1,695	N/A	No	3	10.7%
					2BR/2BA	28	9.9%	1,191	Market	\$1,776	N/A	No	1	3.6%
					2BR/2BA	4	1.4%	1,242	Market	\$1,846	N/A	No	1	25.0%
					2BR/2BA	4	1.4%	1,892	Market	N/A	N/A	No	0	0%
					3BR/2BA	8	2.8%	1,260	Market	\$2,514	N/A	No	2	25.0%
							282							
10	The Prescott 8200 S Congress Ave Austin, TX Travis County	2.1 miles	Lowrise 4-stories 2022 Family	Market	0BR/1BA	28	8.0%	539	Market	\$1,636	N/A	No	0	0%
					1BR/1BA	198	56.9%	701	Market	\$2,097	N/A	No	4	2.0%
					2BR/2BA	35	10.1%	1,040	Market	\$2,276	N/A	No	1	2.9%
					2BR/2BA	36	10.3%	1,080	Market	\$2,417	N/A	No	1	2.8%
					2BR/2BA	36	10.3%	1,132	Market	\$2,382	N/A	No	0	0%
					3BR/2BA	15	4.3%	1,327	Market	\$2,972	N/A	No	6	40.0%
							348							

BAILEY AT STASSNEY – AUSTIN, TEXAS – TDHCA MARKET STUDY

RENT AND SQUARE FOOTAGE RANKING – All rents adjusted for utilities and concessions extracted from the market.				
	Units Surveyed	2,899	Weighted Occupancy	96.8%
	Market Rate	1,806	Market Rate	96.5%
	Tax Credit	1,093	Tax Credit	97.2%
0.0 Bed x 1.0 Bath			1.0 Bed x 1.0 Bath	
RENT	The Prescott (Market)	\$1,636	The Prescott (Market)	\$2,097
	Bailey at Stassney (AMR)	\$1,475	Avana SoCo (Market)	\$1,965
	Bridge At Turtle Creek (@60%)	\$1,068	Bailey at Stassney (AMR)	\$1,935
	Bridge At Turtle Creek (@60%)	\$1,068	Sur512 Apartments (Market)	\$1,877
	Bailey at Stassney (@50%)	\$934	Avana SoCo (Market)	\$1,802
	Bailey at Stassney (@50%) (ALR)	\$934	Sur512 Apartments (Market)	\$1,725
	Bailey at Stassney (@50%)	\$934	Sur512 Apartments (Market)	\$1,702
	Bailey at Stassney (@50%) (ALR)	\$934	Avana SoCo (Market)	\$1,619
	Bridge At Turtle Creek (@50%)	\$863	Sur512 Apartments (Market)	\$1,559
	Bailey at Stassney (@30%)	\$525	Sur512 Apartments (Market)	\$1,525
	Bailey at Stassney (@30%) (ALR)	\$525	Griffis SoCo Austin (Market)	\$1,450
			Griffis SoCo Austin (Market)	\$1,390
			Austin City Lights (Market)	\$1,385
			Griffis SoCo Austin (Market)	\$1,362
			Griffis SoCo Austin (Market)	\$1,331
			Griffis SoCo Austin (Market)	\$1,322
			Griffis SoCo Austin (Market)	\$1,317
			Austin City Lights (Market)	\$1,302
			Bailey at Stassney (@60%)	\$1,213
			Bailey at Stassney (@60%) (ALR)	\$1,213
			Soco Park Apartment Homes (@60%)	\$1,183
			Bridge At Turtle Creek (@60%)	\$1,146
			Bridge At Turtle Creek (@60%)	\$1,146
			Bridge At Turtle Creek (@60%)	\$1,146
			Bridge At Turtle Creek (@60%)	\$1,146
			West Gate Ridge (@60%)	\$1,143
			West Gate Ridge (@60%)	\$1,143
			West Gate Ridge (@60%)	\$1,143
		William Cannon Apartment Homes (@60%)	\$1,139	
		Urban Oaks Apartments (@60%)	\$1,074	
		Bailey at Stassney (@50%)	\$994	
		Bailey at Stassney (@50%) (ALR)	\$994	
		Bailey at Stassney (@30%)	\$556	
		Bailey at Stassney (@30%) (ALR)	\$556	

BAILEY AT STASSNEY – AUSTIN, TEXAS – TDHCA MARKET STUDY

0.0 Bed x 1.0 Bath			1.0 Bed x 1.0 Bath	
SQUARE FOOTAGE	Bridge At Turtle Creek (@60%)	570	Griffis SoCo Austin (Market)	934
	The Prescott (Market)	539	Sur512 Apartments (Market)	869
	Bridge At Turtle Creek (@50%)	510	West Gate Ridge (@60%)	855
	Bridge At Turtle Creek (@60%)	510	Sur512 Apartments (Market)	844
	Bailey at Stassney (@30%)	450	Avana SoCo (Market)	839
	Bailey at Stassney (@50%)	450	Sur512 Apartments (Market)	833
	Bailey at Stassney (@50%)	450	Austin City Lights (Market)	760
			Griffis SoCo Austin (Market)	760
			Griffis SoCo Austin (Market)	760
			West Gate Ridge (@60%)	752
		Bridge At Turtle Creek (@60%)	750	
		Sur512 Apartments (Market)	746	
		Austin City Lights (Market)	735	
		Avana SoCo (Market)	732	
		William Cannon Apartment Homes (@60%)	723	
		Griffis SoCo Austin (Market)	705	
		Griffis SoCo Austin (Market)	705	
		The Prescott (Market)	701	
		Soco Park Apartment Homes (@60%)	700	
		Bridge At Turtle Creek (@60%)	690	
		Griffis SoCo Austin (Market)	689	
		Urban Oaks Apartments (@60%)	675	
		West Gate Ridge (@60%)	674	
		Avana SoCo (Market)	650	
		Bridge At Turtle Creek (@60%)	632	
		Bridge At Turtle Creek (@60%)	630	
		Bailey at Stassney (@30%)	607	
		Bailey at Stassney (@50%)	607	
		Bailey at Stassney (@60%)	607	
		Sur512 Apartments (Market)	601	

BAILEY AT STASSNEY – AUSTIN, TEXAS – TDHCA MARKET STUDY

0.0 Bed x 1.0 Bath			1.0 Bed x 1.0 Bath	
RENT PER SQUARE FOOT	Bailey at Stassney (AMR)	\$3.28	Bailey at Stassney (AMR)	\$3.19
	The Prescott (Market)	\$3.04	The Prescott (Market)	\$2.99
	Bridge At Turtle Creek (@60%)	\$2.09	Sur512 Apartments (Market)	\$2.59
	Bailey at Stassney (@50%)	\$2.08	Avana SoCo (Market)	\$2.49
	Bailey at Stassney (@50%) (ALR)	\$2.08	Avana SoCo (Market)	\$2.46
	Bailey at Stassney (@50%)	\$2.08	Avana SoCo (Market)	\$2.34
	Bailey at Stassney (@50%) (ALR)	\$2.08	Sur512 Apartments (Market)	\$2.31
	Bridge At Turtle Creek (@60%)	\$1.87	Sur512 Apartments (Market)	\$2.16
	Bridge At Turtle Creek (@50%)	\$1.69	Sur512 Apartments (Market)	\$2.04
	Bailey at Stassney (@30%)	\$1.17	Bailey at Stassney (@60%)	\$2.00
	Bailey at Stassney (@30%) (ALR)	\$1.17	Bailey at Stassney (@60%) (ALR)	\$2.00
			Griffis SoCo Austin (Market)	\$1.93
			Griffis SoCo Austin (Market)	\$1.93
			Griffis SoCo Austin (Market)	\$1.88
			Griffis SoCo Austin (Market)	\$1.83
			Austin City Lights (Market)	\$1.82
			Bridge At Turtle Creek (@60%)	\$1.82
			Bridge At Turtle Creek (@60%)	\$1.81
			Sur512 Apartments (Market)	\$1.81
			Austin City Lights (Market)	\$1.77
		Griffis SoCo Austin (Market)	\$1.73	
		West Gate Ridge (@60%)	\$1.70	
		Soco Park Apartment Homes (@60%)	\$1.69	
		Bridge At Turtle Creek (@60%)	\$1.66	
		Bailey at Stassney (@50%)	\$1.64	
		Bailey at Stassney (@50%) (ALR)	\$1.64	
		Urban Oaks Apartments (@60%)	\$1.59	
		William Cannon Apartment Homes (@60%)	\$1.58	
		Griffis SoCo Austin (Market)	\$1.55	
		Bridge At Turtle Creek (@60%)	\$1.53	
		West Gate Ridge (@60%)	\$1.52	
		West Gate Ridge (@60%)	\$1.34	
		Bailey at Stassney (@30%)	\$0.92	
		Bailey at Stassney (@30%) (ALR)	\$0.92	

AMENITY MATRIX

	Bailey at Stassney	Bridge At Turtle Creek	Soco Park Apartment Homes	Urban Oaks Apartments	West Gate Ridge	William Cannon Apartment Homes	Austin City Lights	Avana SoCo	Griffis SoCo Austin	Sur512 Apartments	The Prescott
Program	LIHTC/ PBRA	LIHTC	LIHTC	LIHTC	LIHTC	LIHTC	Market	Market	Market	Market	Market
Tenancy	Family	Family	Family	Family	Family	Family	Family	Family	Family	Family	Family
Building											
Property Type	Lowrise	Midrise	Garden	Garden	Garden	Garden	Garden	Garden	Garden	Lowrise	Lowrise
# Stories	4	5	3	3	3	3	3	3	3	4	4
Year Built	2026	2022	2003	2017	2018	2015	2006	2001	2001	2016	2022
Year Renovated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2018	2021	N/A	N/A
Courtyard	no	yes	no	yes	no	no	no	no	no	yes	no
Elevators	yes	yes	no	no	no	no	no	no	no	yes	yes
Utility Structure											
Heat	no	no	no	no	no	no	no	no	no	no	no
Cooking	no	no	no	no	no	no	no	no	no	no	no
Other Electric	no	no	no	no	no	no	no	no	no	no	no
Air Conditioning	no	no	no	no	no	no	no	no	no	no	no
Water Heat	no	no	no	no	no	no	no	no	no	no	no
Water	no	yes	yes	yes	yes	yes	no	no	no	no	no
Sewer	no	yes	yes	yes	yes	yes	no	no	no	no	no
Unit											
Balcony	no	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Blinds	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Carpeting	yes	yes	yes	yes	yes	yes	no	yes	yes	yes	no
Ceiling Fan	yes	yes	yes	yes	yes	no	yes	yes	yes	yes	yes
Central/AC	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Coat Closet	no	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Fireplace	no	no	no	no	no	no	yes	yes	no	no	no
Hardwood Floors	no	no	no	no	no	no	yes	no	no	no	no
Vaulted Ceilings	no	no	no	yes	no	no	no	no	no	no	no
Vinyl Plank Flooring	yes	yes	no	yes	no	yes	no	yes	yes	yes	yes
Walk-In-Closet	no	yes	yes	yes	yes	no	no	yes	yes	yes	yes
Washer / Dryer	no	no	no	no	no	no	no	no	yes	yes	yes
W/D Hookups	yes	yes	yes	yes	yes	yes	yes	yes	no	no	no
Kitchen											
Dishwasher	no	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Disposal	no	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Microwave	yes	yes	no	no	yes	yes	yes	yes	yes	yes	yes
Oven	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Refrigerator	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Community											
Bike Storage	yes	no	no	no	no	no	no	no	no	no	no
Business Center	no	yes	yes	yes	yes	yes	yes	no	yes	yes	yes
Central Laundry	no	no	yes	yes	no	yes	no	yes	no	no	no
Clubhouse	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
EV Charging Station	no	no	no	no	no	no	no	no	no	no	yes
On-Site Mgmt	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Pet Park	no	no	no	no	no	yes	yes	no	no	no	yes
WiFi	no	no	no	yes	no	yes	no	yes	no	no	yes
Recreation											
Exercise Facility	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Picnic Area	no	yes	yes	no	no	no	yes	yes	yes	yes	yes
Playground	no	no	no	yes	yes	yes	no	no	no	no	no
Recreational Area	no	no	no	no	no	yes	no	no	no	no	yes
Swimming Pool	no	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Theatre	no	yes	no	no	no	no	no	no	no	no	no
Volleyball Court	no	no	no	no	no	no	no	no	yes	no	no
Services											
Adult Education	no	no	no	yes	no	no	no	no	no	no	no
Computer Tutoring	no	no	no	yes	no	no	no	no	no	no	no
Service Coordination	no	no	no	yes	no	no	no	no	no	no	no
Security											
Intercom (Buzzer)	yes	yes	no	no	no	no	no	no	no	yes	yes
In-Unit Alarm	no	yes	no	no	no	no	no	no	no	no	no
Limited Access	yes	yes	no	yes	no	no	yes	yes	yes	yes	yes
Perimeter Fencing	no	yes	yes	yes	no	yes	yes	yes	no	no	yes
Video Surveillance	yes	yes	no	no	no	no	no	no	no	no	no
Parking											
Carport	no	no	no	yes	no	no	yes	yes	yes	no	yes
Garage	no	yes	no	no	no	yes	yes	yes	yes	yes	yes
Surface	yes	no	yes	yes	yes	yes	yes	yes	yes	yes	yes

PROPERTY PROFILE REPORT

Bridge At Turtle Creek

Effective Rent Date 1/26/2024

Location 735 Turtle Creek Blvd
Austin, TX 78745
Travis County

Distance 0.5 miles

Units 307

Vacant Units 13

Vacancy Rate 4.2%

Type Midrise (5 stories)

Year Built/Renovated 2022 / N/A

Marketing Began N/A

Leasing Began N/A

Last Unit Leased N/A

Major Competitors None identified

Tenant Characteristics Mixed tenancy

Contact Name Tania

Phone 737-263-5000



Market Information

Program @50%, @60%, @70%

Annual Turnover Rate N/A

Units/Month Absorbed N/A

HCV Tenants N/A

Leasing Pace Within two weeks

Annual Chg. in Rent Increased to 2023 max

Concession None

Waiting List Yes; undetermined length

Utilities

A/C not included -- central

Cooking not included -- electric

Water Heat not included -- electric

Heat not included -- electric

Other Electric not included

Water included

Sewer included

Trash Collection included

Bridge At Turtle Creek, continued

Unit Mix (face rent)

Beds	Baths	Type	Units	Size (SF)	Rent	Concession (monthly)	Restriction	Waiting List	Vacant	Vacancy Rate	Max Rent?	Range
0	1	Midrise (5 stories)	62	510	\$975	\$0	@50%	Yes	N/A	N/A	yes	None
0	1	Midrise (5 stories)	21	510	\$1,180	\$0	@60%	Yes	N/A	N/A	yes	None
0	1	Midrise (5 stories)	51	570	\$1,180	\$0	@60%	Yes	N/A	N/A	yes	None
1	1	Midrise (5 stories)	60	630	\$1,260	\$0	@60%	Yes	N/A	N/A	yes	None
1	1	Midrise (5 stories)	5	632	\$1,260	\$0	@60%	Yes	N/A	N/A	yes	None
1	1	Midrise (5 stories)	19	690	\$1,260	\$0	@60%	Yes	N/A	N/A	yes	None
1	1	Midrise (5 stories)	12	750	\$1,260	\$0	@60%	Yes	N/A	N/A	yes	None
2	1	Midrise (5 stories)	15	900	\$1,508	\$0	@60%	Yes	N/A	N/A	yes	None
2	1	Midrise (5 stories)	11	900	\$1,771	\$0	@70%	Yes	N/A	N/A	yes	None
2	2	Midrise (5 stories)	8	973	\$1,771	\$0	@70%	Yes	N/A	N/A	yes	None
2	2	Midrise (5 stories)	5	983	\$1,771	\$0	@70%	Yes	N/A	N/A	yes	None
2	2	Midrise (5 stories)	5	994	\$1,771	\$0	@70%	Yes	N/A	N/A	yes	None
2	2	Midrise (5 stories)	5	1,010	\$1,771	\$0	@70%	Yes	N/A	N/A	yes	None
2	2	Midrise (5 stories)	9	1,028	\$1,771	\$0	@70%	Yes	N/A	N/A	yes	None
2	2	Midrise (5 stories)	5	1,059	\$1,771	\$0	@70%	Yes	N/A	N/A	yes	None
2	2	Midrise (5 stories)	5	1,082	\$1,771	\$0	@70%	Yes	N/A	N/A	yes	None
2	2	Midrise (5 stories)	9	1,221	\$1,771	\$0	@70%	Yes	N/A	N/A	yes	None

Unit Mix

@50%	Face Rent	Conc.	Concd. Rent	Util. Adj.	Adj. Rent	@60%	Face Rent	Conc.	Concd. Rent	Util. Adj.	Adj. Rent
Studio / 1BA	\$975	\$0	\$975	-\$112	\$863	Studio / 1BA	\$1,180	\$0	\$1,180	-\$112	\$1,068
						1BR / 1BA	\$1,260	\$0	\$1,260	-\$114	\$1,146
						2BR / 1BA	\$1,508	\$0	\$1,508	-\$135	\$1,373
@70%	Face Rent	Conc.	Concd. Rent	Util. Adj.	Adj. Rent						
2BR / 1BA	\$1,771	\$0	\$1,771	-\$135	\$1,636						
2BR / 2BA	\$1,771	\$0	\$1,771	-\$135	\$1,636						

Amenities

In-Unit		Security	Services
Balcony/Patio	Blinds	In-Unit Alarm	None
Carpeting	Central A/C	Intercom (Buzzer)	
Coat Closet	Dishwasher	Limited Access	
Ceiling Fan	Garbage Disposal	Perimeter Fencing	
Microwave	Oven	Video Surveillance	
Refrigerator	Vinyl Plank Flooring		
Walk-In Closet	Washer/Dryer hookup		
Property		Premium	Other
Business Center/Computer Lab	Clubhouse/Meeting Room/Community	None	None
Courtyard	Elevators		
Exercise Facility	Garage		
On-Site Management	Picnic Area		
Swimming Pool	Theatre		

Comments

The contact was unable to estimate an annual turnover rate. The contact was unable to provide absorption data, but noted that the property opened in October 2022 and reached a stabilized occupancy within the first eight to nine months of opening. The contact noted that seven units are pre-leased. Garage parking is included in the rent.

Bridge At Turtle Creek, continued

Trend Report

Vacancy Rates

1Q20	2Q20	1Q24
N/A	N/A	4.2%

Trend: @50%

Studio / 1BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2020	1	N/A	\$780	\$0	\$780	\$668
2020	2	N/A	\$807	\$0	\$807	\$695
2024	1	N/A	\$975	\$0	\$975	\$863

Trend: @60%

1BR / 1BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2020	1	N/A	\$1,011	\$0	\$1,011	\$897
2020	2	N/A	\$1,044	\$0	\$1,044	\$930
2024	1	N/A	\$1,260	\$0	\$1,260	\$1,146

2BR / 1BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2024	1	N/A	\$1,508	\$0	\$1,508	\$1,373

2BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2020	1	N/A	\$1,207	\$0	\$1,207	\$1,072
2020	2	N/A	\$1,247	\$0	\$1,247	\$1,112

Studio / 1BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2020	1	N/A	\$946	\$0	\$946	\$834
2020	2	N/A	\$978	\$0	\$978	\$866
2024	1	N/A	\$1,180	\$0	\$1,180	\$1,068

Trend: @70%

2BR / 1BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2024	1	N/A	\$1,771	\$0	\$1,771	\$1,636

2BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2020	1	N/A	\$1,420	\$0	\$1,420	\$1,285
2020	2	N/A	\$1,467	\$0	\$1,467	\$1,332
2024	1	N/A	\$1,771	\$0	\$1,771	\$1,636

Trend: Comments

1Q20	No additional comments.
2Q20	N/A
1Q24	The contact was unable to estimate an annual turnover rate. The contact was unable to provide absorption data, but noted that the property opened in October 2022 and reached a stabilized occupancy within the first eight to nine months of opening. The contact noted that seven units are pre-leased. Garage parking is included in the rent.

Photos



PROPERTY PROFILE REPORT

Soco Park Apartment Homes

Effective Rent Date	1/29/2024
Location	7201 S. Congress Avenue Austin, TX 78745 Travis County
Distance	1.4 miles
Units	200
Vacant Units	4
Vacancy Rate	2.0%
Type	Garden (3 stories)
Year Built/Renovated	2003 / N/A
Marketing Began	N/A
Leasing Began	N/A
Last Unit Leased	N/A
Major Competitors	None identified
Tenant Characteristics	Mix of families and single mothers from South Austin area; many employed in manual labor, clerical, and retail jobs
Contact Name	Michelle
Phone	512-445-5000



Market Information

Program	@60%
Annual Turnover Rate	28%
Units/Month Absorbed	N/A
HCV Tenants	40%
Leasing Pace	Within one week
Annual Chg. in Rent	Increased to 2023 max
Concession	None
Waiting List	None

Utilities

A/C	not included -- central
Cooking	not included -- electric
Water Heat	not included -- gas
Heat	not included -- gas
Other Electric	not included
Water	included
Sewer	included
Trash Collection	included

Unit Mix (face rent)

Beds	Baths	Type	Units	Size (SF)	Rent	Concession (monthly)	Restriction	Waiting List	Vacant	Vacancy Rate	Max Rent?	Range
1	1	Garden (3 stories)	76	700	\$1,297	\$0	@60%	No	0	0.0%	yes	None
2	2	Garden (3 stories)	100	880	\$1,560	\$0	@60%	No	4	4.0%	yes	None
3	2	Garden (3 stories)	24	1,140	\$1,803	\$0	@60%	No	0	0.0%	yes	None

Unit Mix

@60%	Face Rent	Conc.	Concd. Rent	Util. Adj.	Adj. Rent
1BR / 1BA	\$1,297	\$0	\$1,297	-\$114	\$1,183
2BR / 2BA	\$1,560	\$0	\$1,560	-\$135	\$1,425
3BR / 2BA	\$1,803	\$0	\$1,803	-\$155	\$1,648

Soco Park Apartment Homes, continued

Amenities

In-Unit		Security	Services
Balcony/Patio	Blinds	Perimeter Fencing	None
Carpeting	Central A/C		
Coat Closet	Dishwasher		
Ceiling Fan	Garbage Disposal		
Oven	Refrigerator		
Walk-In Closet	Washer/Dryer hookup		
Property		Premium	Other
Business Center/Computer Lab	Clubhouse/Meeting Room/Community	None	None
Exercise Facility	Central Laundry		
Off-Street Parking	On-Site Management		
Picnic Area	Swimming Pool		

Comments

The contact reported that Housing Choice Voucher usage has increased 10 percent over the past year.

Soco Park Apartment Homes, continued

Trend Report

Vacancy Rates

3Q20	2Q21	4Q21	1Q24
1.0%	2.0%	2.0%	2.0%

Trend: @60%

1BR / 1BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2020	3	0.0%	\$1,047	\$0	\$1,047	\$933
2021	2	1.3%	\$1,067	\$0	\$1,067	\$953
2021	4	1.3%	\$1,085	\$0	\$1,085	\$971
2024	1	0.0%	\$1,297	\$0	\$1,297	\$1,183

2BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2020	3	2.0%	\$1,261	\$0	\$1,261	\$1,126
2021	2	2.0%	\$1,284	\$0	\$1,284	\$1,149
2021	4	2.0%	\$1,320	\$0	\$1,320	\$1,185
2024	1	4.0%	\$1,560	\$0	\$1,560	\$1,425

3BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2020	3	0.0%	\$1,459	\$0	\$1,459	\$1,304
2021	2	4.2%	\$1,486	\$0	\$1,486	\$1,331
2021	4	4.2%	\$1,520	\$0	\$1,520	\$1,365
2024	1	0.0%	\$1,803	\$0	\$1,803	\$1,648

Trend: Comments

3Q20	The contact stated rents have not increased and are still set at the 2019 maximum allowable. She stated no decision has been made to increase the rents to the 2020 maximum allowable. The contact stated there has been no major impact from COVID-19 on the property and there is only a small number of households that are behind on rent payments. Payment plans have been made with those households at this time.
2Q21	The contact stated there has been no major impact from COVID-19 on the property and there is only a small number of households that are behind on rent payments. Payment plans have been made with those households at this time.
4Q21	The contact reported continued strong demand for affordable housing in the area, especially with rental rates in the area increasing further.
1Q24	The contact reported that Housing Choice Voucher usage has increased 10 percent over the past year.

Photos



PROPERTY PROFILE REPORT

Urban Oaks Apartments

Effective Rent Date	1/29/2024
Location	6725 Circle South Road Austin, TX 78745 Travis County
Distance	1.2 miles
Units	194
Vacant Units	8
Vacancy Rate	4.1%
Type	Garden (3 stories)
Year Built/Renovated	2017 / N/A
Marketing Began	2/01/2017
Leasing Began	6/01/2017
Last Unit Leased	4/01/2018
Major Competitors	None identified
Tenant Characteristics	Moslty families from southeast area of Austin
Contact Name	Anais
Phone	512-524-0621



Market Information

Program	@60%
Annual Turnover Rate	12%
Units/Month Absorbed	19
HCV Tenants	50%
Leasing Pace	Within two weeks
Annual Chg. in Rent	Inc. 6% annually since 4Q2021
Concession	None
Waiting List	Yes; undetermined length

Utilities

A/C	not included -- central
Cooking	not included -- electric
Water Heat	not included -- electric
Heat	not included -- electric
Other Electric	not included
Water	included
Sewer	included
Trash Collection	included

Unit Mix (face rent)

Beds	Baths	Type	Units	Size (SF)	Rent	Concession (monthly)	Restriction	Waiting List	Vacant	Vacancy Rate	Max Rent?	Range
1	1	Garden (3 stories)	69	675	\$1,188	\$0	@60%	Yes	1	1.4%	no	None
2	2	Garden (3 stories)	115	950	\$1,421	\$0	@60%	Yes	7	6.1%	no	None
3	2	Garden (3 stories)	10	1,150	\$1,637	\$0	@60%	Yes	0	0.0%	no	None

Unit Mix

@60%	Face Rent	Conc.	Concd. Rent	Util. Adj.	Adj. Rent
1BR / 1BA	\$1,188	\$0	\$1,188	-\$114	\$1,074
2BR / 2BA	\$1,421	\$0	\$1,421	-\$135	\$1,286
3BR / 2BA	\$1,637	\$0	\$1,637	-\$155	\$1,482

Urban Oaks Apartments, continued

Amenities

In-Unit		Security	Services
Balcony/Patio	Blinds	Limited Access	Adult Education
Carpeting	Central A/C	Perimeter Fencing	Computer Tutoring
Coat Closet	Dishwasher		
Ceiling Fan	Garbage Disposal		
Oven	Refrigerator		
Vaulted Ceilings	Vinyl Plank Flooring		
Walk-In Closet	Washer/Dryer hookup		
Property		Premium	Other
Business Center/Computer Lab	Carport	None	None
Clubhouse/Meeting Room/Community	Courtyard		
Exercise Facility	Central Laundry		
Off-Street Parking	On-Site Management		
Playground	Service Coordination		
Swimming Pool	Wi-Fi		

Comments

The contact was unable to report if the rents are set at the maximum allowable levels. However, the asking rents appear to be set generally in line with the 2022 maximum allowable rents. Carport parking is included in the rent.

Urban Oaks Apartments, continued

Trend Report

Vacancy Rates

3Q20	2Q21	4Q21	1Q24
2.6%	0.0%	0.0%	4.1%

Trend: @60%

1BR / 1BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2020	3	2.9%	\$1,042	\$0	\$1,042	\$928
2021	2	0.0%	\$1,042	\$0	\$1,042	\$928
2021	4	0.0%	\$1,059	\$0	\$1,059	\$945
2024	1	1.4%	\$1,188	\$0	\$1,188	\$1,074

2BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2020	3	2.6%	\$1,246	\$0	\$1,246	\$1,111
2021	2	0.0%	\$1,246	\$0	\$1,246	\$1,111
2021	4	0.0%	\$1,268	\$0	\$1,268	\$1,133
2024	1	6.1%	\$1,421	\$0	\$1,421	\$1,286

3BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2020	3	0.0%	\$1,435	\$0	\$1,435	\$1,280
2021	2	0.0%	\$1,435	\$0	\$1,435	\$1,280
2021	4	0.0%	\$1,459	\$0	\$1,459	\$1,304
2024	1	0.0%	\$1,637	\$0	\$1,637	\$1,482

Trend: Comments

3Q20	The contact reported rents increased to 2020 maximum allowable rates in May. She stated impact from COVID-19 has been minimal and the biggest obstacle has been leasing units as they become available which take longer due to social distancing restrictions. Rent collection has slightly decreased during the past two months but the contact stated the majority of tenants have been able to pay in full. Some job losses have been reported but no further specifics provided. Carport parking is included in the rent.
2Q21	The contact reported rents are set at the 2020 maximum allowable levels. The property is in the process of increasing rents, though the specific rents have not yet been determined; further, the contact could not comment on whether the property would increase rents to the 2021 maximum levels. The contact stated the impact from COVID-19 has been minimal and the biggest obstacle has been leasing units as they become available which take longer due to social distancing restrictions. The contact noted an initial decrease in collections at the start of COVID-19, but noted that collections are currently normal. Carport parking is included in the rent.
4Q21	The contact reported rents are set at the 2021 maximum allowable levels and demand has been strong during the past year.
1Q24	The contact was unable to report if the rents are set at the maximum allowable levels. However, the asking rents appear to be set generally in line with the 2022 maximum allowable rents. Carport parking is included in the rent.

Photos



PROPERTY PROFILE REPORT

West Gate Ridge

Effective Rent Date	1/31/2024
Location	8700 West Gate Blvd Austin, TX 78745 Travis County
Distance	3.4 miles
Units	140
Vacant Units	2
Vacancy Rate	1.4%
Type	Garden (3 stories)
Year Built/Renovated	2018 / N/A
Marketing Began	1/01/2018
Leasing Began	3/01/2018
Last Unit Leased	7/30/2018
Major Competitors	None identified
Tenant Characteristics	Mixed tenancy from South Austin
Contact Name	Kate
Phone	512-717-5706



Market Information

Program	@60%
Annual Turnover Rate	7%
Units/Month Absorbed	14
HCV Tenants	10%
Leasing Pace	N/A
Annual Chg. in Rent	Increased to 2023 max
Concession	None
Waiting List	None

Utilities

A/C	not included -- central
Cooking	not included -- electric
Water Heat	not included -- electric
Heat	not included -- electric
Other Electric	not included
Water	included
Sewer	included
Trash Collection	included

Unit Mix (face rent)

Beds	Baths	Type	Units	Size (SF)	Rent	Concession (monthly)	Restriction	Waiting List	Vacant	Vacancy Rate	Max Rent?	Range
1	1	Garden (3 stories)	30	674	\$1,257	\$0	@60%	No	1	3.3%	yes	None
1	1	Garden (3 stories)	30	752	\$1,257	\$0	@60%	No	1	3.3%	yes	None
1	1	Garden (3 stories)	30	855	\$1,257	\$0	@60%	No	0	0.0%	yes	None
2	2	Garden (3 stories)	25	1,124	\$1,510	\$0	@60%	No	0	0.0%	yes	None
2	2	Garden (3 stories)	25	1,129	\$1,510	\$0	@60%	No	0	0.0%	yes	None

Unit Mix

@60%	Face Rent	Conc.	Concd. Rent	Util. Adj.	Adj. Rent
1BR / 1BA	\$1,257	\$0	\$1,257	-\$114	\$1,143
2BR / 2BA	\$1,510	\$0	\$1,510	-\$135	\$1,375

West Gate Ridge, continued

Amenities

In-Unit		Security	Services
Balcony/Patio	Blinds	None	None
Carpeting	Central A/C		
Coat Closet	Dishwasher		
Ceiling Fan	Garbage Disposal		
Microwave	Oven		
Refrigerator	Walk-In Closet		
Washer/Dryer hookup			
Property		Premium	Other
Business Center/Computer Lab	Clubhouse/Meeting Room/Community	None	None
Exercise Facility	Off-Street Parking		
On-Site Management	Playground		
Swimming Pool			

Comments

The contact reported that the property recently filled several vacancies from the waiting list, and the waiting list is now empty.

West Gate Ridge, continued

Trend Report

Vacancy Rates

1Q19	4Q22	1Q24
0.0%	3.6%	1.4%

Trend: @60%

1BR / 1BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2019	1	0.0%	\$899 - \$921	\$0	\$899 - \$921	\$785 - \$807
2022	4	3.3%	\$1,200	\$0	\$1,200	\$1,086
2024	1	2.2%	\$1,257	\$0	\$1,257	\$1,143

2BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2019	1	0.0%	\$1,106	\$0	\$1,106	\$971
2022	4	4.0%	\$1,439	\$0	\$1,439	\$1,304
2024	1	0.0%	\$1,510	\$0	\$1,510	\$1,375

Trend: Comments

1Q19	The contact reported the property began moving in the first tenants in March of 2018 and the property was fully completed four months later in July. He noted the property recently became fully occupied in mid January of 2019. No waiting list is maintained as of yet but the contact expects to take applications as the first wave of leases begin to expire next month.
4Q22	The contact reported that they do have 5 vacant units currently but remain 100% pre-leased through 2023.
1Q24	The contact reported that the property recently filled several vacancies from the waiting list, and the waiting list is now empty.

Photos



PROPERTY PROFILE REPORT

William Cannon Apartment Homes

Effective Rent Date	1/30/2024
Location	2112 E. William Cannon Austin, TX 78744 Travis County
Distance	1.6 miles
Units	252
Vacant Units	4
Vacancy Rate	1.6%
Type	Garden (3 stories)
Year Built/Renovated	2015 / N/A
Marketing Began	N/A
Leasing Began	N/A
Last Unit Leased	N/A
Major Competitors	Colorado Park Apartments
Tenant Characteristics	Mixed tenancy, small families
Contact Name	Jessica
Phone	512-717-6179



Market Information

Program	@60%
Annual Turnover Rate	19%
Units/Month Absorbed	N/A
HCV Tenants	4%
Leasing Pace	Within two weeks
Annual Chg. in Rent	Increased to 2023 max
Concession	None
Waiting List	Yes; undetermined length

Utilities

A/C	not included -- central
Cooking	not included -- electric
Water Heat	not included -- gas
Heat	not included -- gas
Other Electric	not included
Water	included
Sewer	included
Trash Collection	included

Unit Mix (face rent)

Beds	Baths	Type	Units	Size (SF)	Rent	Concession (monthly)	Restriction	Waiting List	Vacant	Vacancy Rate	Max Rent?	Range
1	1	Garden (3 stories)	86	723	\$1,253	\$0	@60%	Yes	2	2.3%	yes	None
2	2	Garden (3 stories)	86	995	\$1,508	\$0	@60%	Yes	2	2.3%	yes	None
3	2	Garden (3 stories)	80	1,231	\$1,737	\$0	@60%	Yes	0	0.0%	yes	None

Unit Mix

@60%	Face Rent	Conc.	Concd. Rent	Util. Adj.	Adj. Rent
1BR / 1BA	\$1,253	\$0	\$1,253	-\$114	\$1,139
2BR / 2BA	\$1,508	\$0	\$1,508	-\$135	\$1,373
3BR / 2BA	\$1,737	\$0	\$1,737	-\$155	\$1,582

William Cannon Apartment Homes, continued

Amenities

In-Unit		Security	Services
Balcony/Patio	Blinds	Perimeter Fencing	None
Carpeting	Central A/C		
Coat Closet	Dishwasher		
Garbage Disposal	Microwave		
Oven	Refrigerator		
Vinyl Plank Flooring	Washer/Dryer hookup		
Property		Premium	Other
Business Center/Computer Lab	Clubhouse/Meeting Room/Community	None	None
Exercise Facility	Garage(\$100.00)		
Central Laundry	Off-Street Parking		
On-Site Management	Pet Park		
Playground	Recreation Areas		
Swimming Pool	Wi-Fi		

Comments

Detached-garage parking spaces are available for an additional \$100 per month. The contact noted that all garage spaces have been rented at this time. The contact reported that demand for affordable housing in the area is strong.

William Cannon Apartment Homes, continued

Trend Report

Vacancy Rates

2022	1Q23	3Q23	1Q24
0.0%	0.4%	0.4%	1.6%

Trend: @60%

1BR / 1BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2022	2	0.0%	\$1,198	\$0	\$1,198	\$1,084
2023	1	0.0%	\$1,198	\$0	\$1,198	\$1,084
2023	3	1.2%	\$1,273	\$0	\$1,273	\$1,159
2024	1	2.3%	\$1,253	\$0	\$1,253	\$1,139

2BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2022	2	0.0%	\$1,438	\$0	\$1,438	\$1,303
2023	1	1.2%	\$1,438	\$0	\$1,438	\$1,303
2023	3	0.0%	\$1,531	\$0	\$1,531	\$1,396
2024	1	2.3%	\$1,508	\$0	\$1,508	\$1,373

3BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2022	2	0.0%	\$1,658	\$0	\$1,658	\$1,503
2023	1	0.0%	\$1,658	\$0	\$1,658	\$1,503
2023	3	0.0%	\$1,764	\$0	\$1,764	\$1,609
2024	1	0.0%	\$1,737	\$0	\$1,737	\$1,582

Trend: Comments

2022	Housing Choice Vouchers are accepted, however, the contact was unable to report how many tenant currently utilize them. Current rents are at the 2022 maximum allowable levels. The contact reported that demand in the area for affordable housing is very high.
1Q23	According to the contact, 33 tenants, or 13 percent, currently utilize Housing Choice Vouchers. The vacant two-bedroom unit is pre-leased. Limited detached-garage parking spaces are available for an additional \$100 per month. No spaces are available to rent at this time. The contact reported that demand in the area for affordable housing is very high.
3Q23	The contact stated that rents are set to the maximum allowable levels for 2023. Limited detached-garage parking spaces are available for an additional \$100 per month. No spaces are available to rent at this time. The contact reported that demand for affordable housing in the area is strong.
1Q24	Detached-garage parking spaces are available for an additional \$100 per month. The contact noted that all garage spaces have been rented at this time. The contact reported that demand for affordable housing in the area is strong.

Photos



PROPERTY PROFILE REPORT

Austin City Lights

Effective Rent Date	1/31/2024
Location	501 E. Stassney Lane Austin, TX 78745 Travis County
Distance	0.5 miles
Units	352
Vacant Units	12
Vacancy Rate	3.4%
Type	Garden (3 stories)
Year Built/Renovated	2006 / N/A
Marketing Began	N/A
Leasing Began	N/A
Last Unit Leased	N/A
Major Competitors	None identified
Tenant Characteristics	Young households employed in healthcare, tech, and government
Contact Name	Davina
Phone	512-441-3300



Market Information

Program	Market
Annual Turnover Rate	17%
Units/Month Absorbed	N/A
HCV Tenants	0%
Leasing Pace	Within one week
Annual Chg. in Rent	Changes daily
Concession	None
Waiting List	None

Utilities

A/C	not included -- central
Cooking	not included -- electric
Water Heat	not included -- gas
Heat	not included -- electric
Other Electric	not included
Water	not included
Sewer	not included
Trash Collection	not included

Unit Mix (face rent)

Beds	Baths	Type	Units	Size (SF)	Rent	Concession (monthly)	Restriction	Waiting List	Vacant	Vacancy Rate	Max Rent?	Range
1	1	Garden (3 stories)	84	735	\$1,272	\$0	Market	No	5	6.0%	N/A	None
1	1	Garden (3 stories)	72	760	\$1,355	\$0	Market	No	0	0.0%	N/A	None
1.5	1	Garden (3 stories)	24	1,038	\$1,553	\$0	Market	No	0	0.0%	N/A	None
2	2	Garden (3 stories)	68	1,195	\$1,859	\$0	Market	No	3	4.4%	N/A	None
2	2	Garden (3 stories)	72	1,260	\$1,900	\$0	Market	No	4	5.6%	N/A	None
3	2	Garden (3 stories)	32	1,431	\$2,075	\$0	Market	No	0	0.0%	N/A	None

Unit Mix

Market	Face Rent	Conc.	Concd. Rent	Util. Adj.	Adj. Rent
1BR / 1BA	\$1,272 - \$1,355	\$0	\$1,272 - \$1,355	\$30	\$1,302 - \$1,385
1.5BR / 1BA	\$1,553	\$0	\$1,553	\$30	\$1,583
2BR / 2BA	\$1,859 - \$1,900	\$0	\$1,859 - \$1,900	\$30	\$1,889 - \$1,930
3BR / 2BA	\$2,075	\$0	\$2,075	\$30	\$2,105

Amenities

In-Unit		Security	Services
Balcony/Patio	Blinds	Limited Access	None
Carpet/Hardwood	Central A/C	Perimeter Fencing	
Coat Closet	Dishwasher		
Ceiling Fan	Fireplace		
Garbage Disposal	Microwave		
Oven	Refrigerator		
Washer/Dryer hookup			
Property		Premium	Other
Business Center/Computer Lab	Carport(\$35.00)	None	Game Room, Yoga Studio
Clubhouse/Meeting Room/Community	Exercise Facility		
Garage(\$125.00)	Off-Street Parking		
On-Site Management	Pet Park		
Picnic Area	Swimming Pool		

Comments

The property accepts Housing Choice Vouchers; however, no tenants are currently utilizing vouchers. Carport and garage parking are available for additional monthly fees of \$35 and \$125, respectively. In-unit washer/dryers rentals are available for an additionally monthly fee of \$50.

Austin City Lights, continued

Trend Report

Vacancy Rates

3Q20	2Q21	4Q21	1Q24
2.8%	0.6%	2.3%	3.4%

Trend: Market

1.5BR / 1BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2024	1	0.0%	\$1,553	\$0	\$1,553	\$1,583

1BR / 1BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2020	3	N/A	\$1,250 - \$1,365	\$0	\$1,250 - \$1,365	\$1,280 - \$1,395
2021	2	N/A	\$1,415 - \$1,555	\$0	\$1,415 - \$1,555	\$1,445 - \$1,585
2021	4	N/A	\$1,495 - \$1,615	\$0	\$1,495 - \$1,615	\$1,525 - \$1,645
2024	1	3.2%	\$1,272 - \$1,355	\$0	\$1,272 - \$1,355	\$1,302 - \$1,385

2BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2020	3	N/A	\$1,595 - \$1,600	\$0	\$1,595 - \$1,600	\$1,625 - \$1,630
2021	2	N/A	\$1,650 - \$1,695	\$0	\$1,650 - \$1,695	\$1,680 - \$1,725
2021	4	N/A	\$1,855 - \$1,900	\$0	\$1,855 - \$1,900	\$1,885 - \$1,930
2024	1	5.0%	\$1,859 - \$1,900	\$0	\$1,859 - \$1,900	\$1,889 - \$1,930

3BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2020	3	9.4%	\$1,665	\$0	\$1,665	\$1,695
2021	2	3.1%	\$2,185	\$0	\$2,185	\$2,215
2021	4	N/A	\$2,140	\$0	\$2,140	\$2,170
2024	1	0.0%	\$2,075	\$0	\$2,075	\$2,105

Trend: Comments

3Q20	N/A
2Q21	The contact reported the property has not been negatively impacted by the COVID-19. The contact noted rent collection and job losses amongst tenants has not been an issue since many are employed in jobs that have not been impacted including high tech and healthcare jobs. The property does not accept Housing Choice Vouchers.
4Q21	The property does not accept Housing Choice Vouchers.
1Q24	The property accepts Housing Choice Vouchers; however, no tenants are currently utilizing vouchers. Carport and garage parking are available for additional monthly fees of \$35 and \$125, respectively. In-unit washer/dryers rentals are available for an additionally monthly fee of \$50.

Photos



PROPERTY PROFILE REPORT

Avana Soco

Effective Rent Date	2/15/2024
Location	401 Little Texas Lane Austin, TX 78745 Travis County
Distance	0.6 miles
Units	528
Vacant Units	14
Vacancy Rate	2.7%
Type	Garden (3 stories)
Year Built/Renovated	2001 / 2018
Marketing Began	N/A
Leasing Began	N/A
Last Unit Leased	N/A
Major Competitors	Austin City Lights
Tenant Characteristics	Younger demographic, mix of students, grads, families
Contact Name	Ana
Phone	512-462-2600



Market Information

Program	Market
Annual Turnover Rate	33%
Units/Month Absorbed	N/A
HCV Tenants	0%
Leasing Pace	Within three weeks
Annual Chg. in Rent	Changes daily
Concession	None
Waiting List	None

Utilities

A/C	not included -- central
Cooking	not included -- electric
Water Heat	not included -- electric
Heat	not included -- electric
Other Electric	not included
Water	not included
Sewer	not included
Trash Collection	not included

Unit Mix (face rent)

Beds	Baths	Type	Units	Size (SF)	Rent	Concession (monthly)	Restriction	Waiting List	Vacant	Vacancy Rate	Max Rent?	Range
1	1	Garden (3 stories)	72	650	\$1,589	\$0	Market	No	2	2.8%	N/A	None
1	1	Garden (3 stories)	36	732	\$1,772	\$0	Market	No	2	5.6%	N/A	None
1	1	Garden (3 stories)	12	839	\$1,935	\$0	Market	No	0	0.0%	N/A	None
1	1	Garden (3 stories)	96	850	N/A	\$0	Market	No	0	0.0%	N/A	None
2	2	Garden (3 stories)	88	970	\$1,666	\$0	Market	No	2	2.3%	N/A	None
2	2	Garden (3 stories)	96	1,073	\$1,734	\$0	Market	No	3	3.1%	N/A	None
2	2	Garden (3 stories)	24	1,150	N/A	\$0	Market	No	0	0.0%	N/A	None
2	2	Garden (3 stories)	44	1,200	\$1,868	\$0	Market	No	3	6.8%	N/A	None
3	2	Garden (3 stories)	60	1,315	\$2,413	\$0	Market	No	2	3.3%	N/A	None

Unit Mix

Market	Face Rent	Conc.	Concd. Rent	Util. Adj.	Adj. Rent
1BR / 1BA	\$1,589 - \$1,935	\$0	\$1,589 - \$1,935	\$30	\$1,619 - \$1,965
2BR / 2BA	\$1,666 - \$1,868	\$0	\$1,666 - \$1,868	\$30	\$1,696 - \$1,898
3BR / 2BA	\$2,413	\$0	\$2,413	\$30	\$2,443

Amenities

In-Unit	Security	Services
Balcony/Patio	Limited Access	None
Carpeting	Perimeter Fencing	
Coat Closet		
Ceiling Fan		
Garbage Disposal		
Oven		
Vinyl Plank Flooring		
Washer/Dryer hookup		
Property	Premium	Other
Carport(\$35.00)	None	None
Exercise Facility		
Central Laundry		
On-Site Management		
Swimming Pool		

Comments

The contact reported that carport and garage parking are available for additional monthly fees of \$35 and \$75, respectively. The contact reported that the property utilizes a pricing software, where rents change daily. The property offers three levels of finishes. The rents listed in the profile indicate units that feature stainless steel appliances and white cabinets and countertops, the most updated type of finish the property offers.

Trend Report

Vacancy Rates

3Q20	2Q21	4Q21	1Q24
4.7%	3.6%	3.0%	2.7%

Trend: Market

1BR / 1BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2020	3	N/A	\$1,036 - \$1,357	\$0	\$1,036 - \$1,357	\$1,066 - \$1,387
2021	2	3.7%	\$1,046 - \$1,458	\$0	\$1,046 - \$1,458	\$1,076 - \$1,488
2021	4	2.8%	\$1,429 - \$1,822	\$0	\$1,429 - \$1,822	\$1,459 - \$1,852
2024	1	1.9%	\$1,589 - \$1,935	\$0	\$1,589 - \$1,935	\$1,619 - \$1,965

2BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2020	3	N/A	\$1,381 - \$1,705	\$0	\$1,381 - \$1,705	\$1,411 - \$1,735
2021	2	2.0%	\$1,337 - \$1,598	\$0	\$1,337 - \$1,598	\$1,367 - \$1,628
2021	4	3.2%	\$1,734 - \$1,885	\$0	\$1,734 - \$1,885	\$1,764 - \$1,915
2024	1	3.2%	\$1,666 - \$1,868	\$0	\$1,666 - \$1,868	\$1,696 - \$1,898

3BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2020	3	N/A	\$2,063	\$0	\$2,063	\$2,093
2021	2	10.0%	\$1,921	\$0	\$1,921	\$1,951
2021	4	3.3%	\$2,413	\$0	\$2,413	\$2,443
2024	1	3.3%	\$2,413	\$0	\$2,413	\$2,443

Trend: Comments

3Q20	The contact stated the property has remained stable during 2020 and has not been negatively impacted by COVID-19 and the ensuing economic downturn. She stated the majority of households are employed in diverse industries and essential jobs and there hasn't been major job losses amongst tenancy. The contact stated units have taken longer to lease due to social distancing restrictions but turnover has remained stable during the pandemic.
2Q21	The property was FKA Regency Park Apartments. The contact stated the property has remained stable during 2020 and has not been negatively impacted by COVID-19 and the ensuing economic downturn. She stated the majority of households are employed in diverse industries and essential jobs and there have not been any major job losses among tenants. The contact stated units have taken longer to lease due to social distancing restrictions but turnover has remained stable during the pandemic.
4Q21	The property was FKA Regency Park Apartments. The contact stated the property has remained stable during the past year with strong demand in the area.
1Q24	The contact reported that carport and garage parking are available for additional monthly fees of \$35 and \$75, respectively. The contact reported that the property utilizes a pricing software, where rents change daily. The property offers three levels of finishes. The rents listed in the profile indicate units that feature stainless steel appliances and white cabinets and countertops, the most updated type of finish the property offers.

Photos



PROPERTY PROFILE REPORT

Griffis Soco Austin

Effective Rent Date	2/27/2024
Location	500 E Stassney Lane Austin, TX 78745 Travis County
Distance	0.6 miles
Units	296
Vacant Units	12
Vacancy Rate	4.1%
Type	Garden (3 stories)
Year Built/Renovated	2001 / 2021
Marketing Began	N/A
Leasing Began	N/A
Last Unit Leased	N/A
Major Competitors	None identified
Tenant Characteristics	Mixed tenancy
Contact Name	Ashley
Phone	512-515-9230



Market Information

Program	Market
Annual Turnover Rate	32%
Units/Month Absorbed	N/A
HCV Tenants	0%
Leasing Pace	Pre-leased to two weeks
Annual Chg. in Rent	Dec. 2% - Inc. 9% since 1Q2023
Concession	One month free
Waiting List	None

Utilities

A/C	not included -- central
Cooking	not included -- electric
Water Heat	not included -- gas
Heat	not included -- electric
Other Electric	not included
Water	not included
Sewer	not included
Trash Collection	not included

Griffis Soco Austin, continued

Unit Mix (face rent)

Beds	Baths	Type	Units	Size (SF)	Rent	Concession (monthly)	Restriction	Waiting List	Vacant	Vacancy Rate	Max Rent?	Range
1	1	Garden (3 stories)	31	590	N/A	\$0	Market	No	0	0.0%	N/A	None
1	1	Garden (3 stories)	16	897	N/A	\$0	Market	No	0	0.0%	N/A	None
1	1	Garden (3 stories)	17	689	\$1,419	\$118	Market	No	1	5.9%	N/A	HIGH*
1	1	Garden (3 stories)	24	705	\$1,453	\$121	Market	No	1	4.2%	N/A	HIGH*
1	1	Garden (3 stories)	24	760	\$1,484	\$124	Market	No	1	4.2%	N/A	HIGH*
1	1	Garden (3 stories)	24	705	\$1,409	\$117	Market	No	0	0.0%	N/A	LOW*
1	1	Garden (3 stories)	24	760	\$1,404	\$117	Market	No	0	0.0%	N/A	LOW*
1	1	Garden (3 stories)	8	934	\$1,549	\$129	Market	No	0	0.0%	N/A	LOW*
2	2	Garden (3 stories)	24	1,051	\$1,722	\$144	Market	No	4	16.7%	N/A	HIGH*
2	2	Garden (3 stories)	24	1,120	\$1,832	\$159	Market	No	1	4.2%	N/A	HIGH*
2	2	Garden (3 stories)	15	1,197	\$1,907	\$153	Market	No	1	6.7%	N/A	HIGH*
2	2	Garden (3 stories)	24	1,051	\$1,920	\$160	Market	No	0	0.0%	N/A	LOW*
2	2	Garden (3 stories)	15	1,197	\$2,101	\$175	Market	No	1	6.7%	N/A	LOW*
2	2	Garden (3 stories)	10	1,256	\$2,101	\$175	Market	No	0	0.0%	N/A	LOW*
3	2	Garden (3 stories)	16	1,230	\$2,185	\$182	Market	No	2	12.5%	N/A	HIGH*

Unit Mix

Market	Face Rent	Conc.	Concd. Rent	Util. Adj.	Adj. Rent
1BR / 1BA	\$1,404 - \$1,549	\$0 - \$129	\$1,287 - \$1,420	\$30	\$1,317 - \$1,450
2BR / 2BA	\$1,722 - \$2,101	\$144 - \$175	\$1,578 - \$1,926	\$30	\$1,608 - \$1,956
3BR / 2BA	\$2,185	\$182	\$2,003	\$30	\$2,033

Amenities

In-Unit	Security	Services
Balcony/Patio Carpeting Coat Closet Ceiling Fan Microwave Refrigerator Walk-In Closet	Limited Access	None
Blinds Central A/C Dishwasher Garbage Disposal Oven Vinyl Plank Flooring Washer/Dryer		
Property	Premium	Other
Business Center/Computer Lab Clubhouse/Meeting Room/Community Garage(\$110.00) On-Site Management Swimming Pool	None	Dog Park
Carport(\$35.00) Exercise Facility Off-Street Parking Picnic Area Volleyball Court		

Comments

According to the contact, the property underwent major renovations, where all units were remodeled back in 2021. The property is renovating units as they turn over, and most recent renovations included new kitchen and new flooring, new paint, and new appliances. The "high" rents listed in the profile indicate renovated units, while the "low" rents indicate units that have not been renovated. The contact reported that carport and garage parking are available for \$35 and \$110, respectively. This property does not accept Housing Choice Vouchers.

Trend Report

Vacancy Rates

4Q19	1Q23	1Q24
2.0%	2.0%	4.1%

Trend: Market

1BR / 1BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2019	4	1.8%	\$1,343 - \$1,472	\$0	\$1,343 - \$1,472	\$1,373 - \$1,502
2023	1	1.2%	\$1,398 - \$1,623	\$0	\$1,398 - \$1,623	\$1,428 - \$1,653
2024	1	1.8%	\$1,404 - \$1,549	\$0 - \$129	\$1,287 - \$1,420	\$1,317 - \$1,450

2BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2019	4	2.7%	\$1,583 - \$1,667	\$0	\$1,583 - \$1,667	\$1,613 - \$1,697
2023	1	3.6%	\$1,667 - \$1,847	\$0	\$1,667 - \$1,847	\$1,697 - \$1,877
2024	1	6.2%	\$1,722 - \$2,101	\$144 - \$175	\$1,578 - \$1,926	\$1,608 - \$1,956

3BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2019	4	0.0%	\$1,986	\$0	\$1,986	\$2,016
2023	1	0.0%	\$2,194	\$0	\$2,194	\$2,224
2024	1	12.5%	\$2,185	\$182	\$2,003	\$2,033

Trend: Comments

4Q19	This property does not accept Housing Choice Vouchers. The contact reported a strong demand for multifamily housing in the area. The property offers carports and garages for \$35 and \$100, respectively.
1Q23	This property does not accept Housing Choice Vouchers. According to the contact, all units were renovated in 2021. Renovations included new kitchen and bathroom cabinets, flooring, ceiling fans, kitchen and bathroom areas, and renovations to all common area amenities. The property offers carport and garage parking spaces for an additional \$35 and \$110 per month, respectively. Of the six vacant units, one is pre-leased.
1Q24	According to the contact, the property underwent major renovations, where all units were remodeled back in 2021. The property is renovating units as they turn over, and most recent renovations included new kitchen and new flooring, new paint, and new appliances. The "high" rents listed in the profile indicate renovated units, while the "low" rents indicate units that have not been renovated. The contact reported that carport and garage parking are available for \$35 and \$110, respectively. This property does not accept Housing Choice Vouchers.

Photos



PROPERTY PROFILE REPORT

Sur512 Apartments

Effective Rent Date	2/07/2024
Location	5010 S Congress Avenue Austin, TX 78745 Travis County
Distance	0.5 miles
Units	282
Vacant Units	13
Vacancy Rate	4.6%
Type	Lowrise (4 stories)
Year Built/Renovated	2016 / N/A
Marketing Began	N/A
Leasing Began	N/A
Last Unit Leased	N/A
Major Competitors	None identified
Tenant Characteristics	Mixed tenancy
Contact Name	Lodina
Phone	512-598-9780



Market Information

Program	Market
Annual Turnover Rate	22%
Units/Month Absorbed	N/A
HCV Tenants	0%
Leasing Pace	Within one month
Annual Chg. in Rent	Changes daily
Concession	None
Waiting List	None

Utilities

A/C	not included -- central
Cooking	not included -- electric
Water Heat	not included -- electric
Heat	not included -- electric
Other Electric	not included
Water	not included
Sewer	not included
Trash Collection	not included

Unit Mix (face rent)

Beds	Baths	Type	Units	Size (SF)	Rent	Concession (monthly)	Restriction	Waiting List	Vacant	Vacancy Rate	Max Rent?	Range
1	1	Lowrise (4 stories)	59	601	\$1,529	\$0	Market	No	0	0.0%	N/A	None
1	1	Lowrise (4 stories)	52	746	\$1,695	\$0	Market	No	2	3.8%	N/A	None
1	1	Lowrise (4 stories)	58	833	\$1,672	\$0	Market	No	3	5.2%	N/A	None
1	1	Lowrise (4 stories)	36	844	\$1,495	\$0	Market	No	1	2.8%	N/A	None
1	1	Lowrise (4 stories)	3	869	\$1,847	\$0	Market	No	0	0.0%	N/A	None
2	2	Lowrise (4 stories)	2	1,044	\$1,694	\$0	Market	No	0	0.0%	N/A	None
2	2	Lowrise (4 stories)	28	1,140	\$1,665	\$0	Market	No	3	10.7%	N/A	None
2	2	Lowrise (4 stories)	28	1,191	\$1,746	\$0	Market	No	1	3.6%	N/A	None
2	2	Lowrise (4 stories)	4	1,242	\$1,816	\$0	Market	No	1	25.0%	N/A	None
2	2	Lowrise (4 stories)	4	1,892	N/A	\$0	Market	No	0	0.0%	N/A	None
3	2	Lowrise (4 stories)	8	1,260	\$2,484	\$0	Market	No	2	25.0%	N/A	None

Sur512 Apartments, continued

Unit Mix

Market	Face Rent	Conc.	Concd. Rent	Util. Adj.	Adj. Rent
1BR / 1BA	\$1,495 - \$1,847	\$0	\$1,495 - \$1,847	\$30	\$1,525 - \$1,877
2BR / 2BA	\$1,665 - \$1,816	\$0	\$1,665 - \$1,816	\$30	\$1,695 - \$1,846
3BR / 2BA	\$2,484	\$0	\$2,484	\$30	\$2,514

Amenities

In-Unit		Security	Services
Balcony/Patio	Blinds	Intercom (Buzzer)	None
Carpeting	Central A/C	Limited Access	
Coat Closet	Dishwasher		
Ceiling Fan	Garbage Disposal		
Microwave	Oven		
Refrigerator	Vinyl Plank Flooring		
Walk-In Closet	Washer/Dryer		
Property		Premium	Other
Business Center/Computer Lab	Clubhouse/Meeting Room/Community	None	None
Courtyard	Elevators		
Exercise Facility	Garage		
Off-Street Parking	On-Site Management		
Picnic Area	Swimming Pool		

Comments

The property utilizes an LRO pricing software, where rents change daily. The property does not accept Housing Choice Vouchers. The contact could only provide the rents for units with current or upcoming availability. One garage parking space is included in the rent. An additional garage parking space is available for an additional \$50 per month. The rents include a required \$40 monthly amenity fee.

Trend Report

Vacancy Rates

1Q22	1Q23	3Q23	1Q24
7.1%	4.8%	5.1%	4.6%

Trend: Market

1BR / 1BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2022	1	9.6%	\$1,415 - \$1,721	\$0	\$1,415 - \$1,721	\$1,445 - \$1,751
2023	1	3.8%	\$1,544 - \$1,733	\$0	\$1,544 - \$1,733	\$1,574 - \$1,763
2023	3	4.8%	\$1,599 - \$1,941	\$0	\$1,599 - \$1,941	\$1,629 - \$1,971
2024	1	2.9%	\$1,495 - \$1,847	\$0	\$1,495 - \$1,847	\$1,525 - \$1,877

2BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2022	1	3.7%	\$1,944 - \$2,400	\$0	\$1,944 - \$2,400	\$1,974 - \$2,430
2023	1	5.9%	\$2,098 - \$2,274	\$0	\$2,098 - \$2,274	\$2,128 - \$2,304
2023	3	4.4%	\$2,085 - \$2,800	\$0	\$2,085 - \$2,800	\$2,115 - \$2,830
2024	1	7.6%	\$1,665 - \$1,816	\$0	\$1,665 - \$1,816	\$1,695 - \$1,846

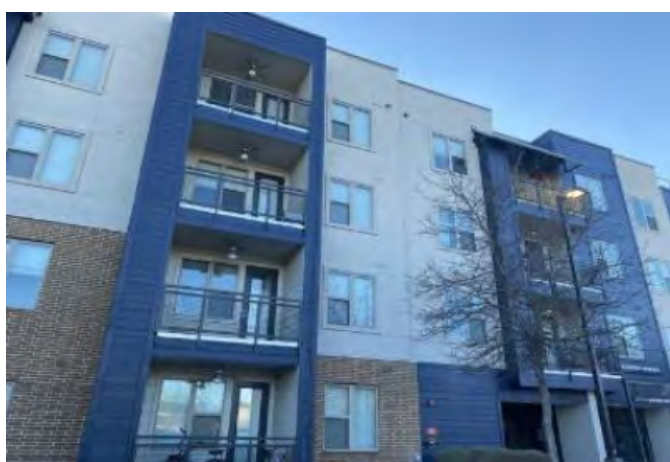
3BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2022	1	0.0%	\$2,522	\$0	\$2,522	\$2,552
2023	1	12.5%	\$2,606	\$0	\$2,606	\$2,636
2023	3	25.0%	\$2,484	\$0	\$2,484	\$2,514
2024	1	25.0%	\$2,484	\$0	\$2,484	\$2,514

Trend: Comments

1Q22	The contact did not offer additional comments at this time.
1Q23	The property does not accept Housing Choice Vouchers. The contact could only provide the rents for units that are available. Of the 17 vacant units, five are pre-leased. One garage parking space is offered to each bedroom type. An additional garage parking space is \$50 per month.
3Q23	The property utilizes an LRO pricing software, where rents change daily. The property does not accept Housing Choice Vouchers. The contact could only provide the rents for units that are available or on notice. The contact stated that five vacancies are pre-leased. One garage parking space is offered to each bedroom type. An additional garage parking space is available for an additional \$50 per month.
1Q24	The property utilizes an LRO pricing software, where rents change daily. The property does not accept Housing Choice Vouchers. The contact could only provide the rents for units with current or upcoming availability. One garage parking space is included in the rent. An additional garage parking space is available for an additional \$50 per month. The rents include a required \$40 monthly amenity fee.

Photos



PROPERTY PROFILE REPORT

The Prescott

Effective Rent Date	2/15/2024
Location	8200 S Congress Ave Austin, TX 78745 Travis County
Distance	2.1 miles
Units	348
Vacant Units	12
Vacancy Rate	3.4%
Type	Lowrise (4 stories)
Year Built/Renovated	2022 / N/A
Marketing Began	N/A
Leasing Began	N/A
Last Unit Leased	N/A
Major Competitors	None identified
Tenant Characteristics	Mixed tenancy
Contact Name	Laura
Phone	512-881-8284



Market Information

Program	Market
Annual Turnover Rate	15%
Units/Month Absorbed	20
HCV Tenants	0%
Leasing Pace	Within two weeks
Annual Chg. in Rent	Changes daily
Concession	None
Waiting List	None

Utilities

A/C	not included -- central
Cooking	not included -- electric
Water Heat	not included -- electric
Heat	not included -- electric
Other Electric	not included
Water	not included
Sewer	not included
Trash Collection	not included

Unit Mix (face rent)

Beds	Baths	Type	Units	Size (SF)	Rent	Concession (monthly)	Restriction	Waiting List	Vacant	Vacancy Rate	Max Rent?	Range
0	1	Lowrise (4 stories)	28	539	\$1,606	\$0	Market	No	0	0.0%	N/A	None
1	1	Lowrise (4 stories)	198	701	\$2,067	\$0	Market	No	4	2.0%	N/A	None
2	2	Lowrise (4 stories)	35	1,040	\$2,246	\$0	Market	No	1	2.9%	N/A	None
2	2	Lowrise (4 stories)	36	1,080	\$2,387	\$0	Market	No	1	2.8%	N/A	None
2	2	Lowrise (4 stories)	36	1,132	\$2,352	\$0	Market	No	0	0.0%	N/A	None
3	2	Lowrise (4 stories)	15	1,327	\$2,942	\$0	Market	No	6	40.0%	N/A	None

Unit Mix

Market	Face Rent	Conc.	Concd. Rent	Util. Adj.	Adj. Rent
Studio / 1BA	\$1,606	\$0	\$1,606	\$30	\$1,636
1BR / 1BA	\$2,067	\$0	\$2,067	\$30	\$2,097
2BR / 2BA	\$2,246 - \$2,387	\$0	\$2,246 - \$2,387	\$30	\$2,276 - \$2,417
3BR / 2BA	\$2,942	\$0	\$2,942	\$30	\$2,972

The Prescott, continued

Amenities

In-Unit		Security	Services
Balcony/Patio	Blinds	Intercom (Buzzer)	None
Central A/C	Coat Closet	Limited Access	
Dishwasher	Ceiling Fan	Perimeter Fencing	
Garbage Disposal	Microwave		
Oven	Refrigerator		
Vinyl Plank Flooring	Walk-In Closet		
Washer/Dryer			
Property		Premium	Other
Business Center/Computer Lab	Carport(\$50.00)	None	Yoga/Spin Studio, Pet Washing
Clubhouse/Meeting Room/Community	Elevators		
EV Charging Station	Exercise Facility		
Garage(\$150.00)	Off-Street Parking		
On-Site Management	Pet Park		
Picnic Area	Recreation Areas		
Swimming Pool	Wi-Fi		

Comments

Unassigned covered parking and garage parking spaces are available for additional fees of \$50 and \$150, respectively.

Trend Report

Vacancy Rates

2023	1Q24
15.2%	3.4%

Trend: Market

1BR / 1BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2023	2	N/A	\$1,774 - \$2,099	\$0	\$1,774 - \$2,099	\$1,804 - \$2,129
2024	1	2.0%	\$2,067	\$0	\$2,067	\$2,097

2BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2023	2	N/A	\$2,249 - \$2,564	\$0	\$2,249 - \$2,564	\$2,279 - \$2,594
2024	1	1.9%	\$2,246 - \$2,387	\$0	\$2,246 - \$2,387	\$2,276 - \$2,417

3BR / 2BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2023	2	20.0%	\$3,214	\$0	\$3,214	\$3,244
2024	1	40.0%	\$2,942	\$0	\$2,942	\$2,972

Studio / 1BA

Year	QT	Vac.	Face Rent	Conc.	Concd. Rent	Adj. Rent
2023	2	0.0%	\$1,599	\$0	\$1,599	\$1,629
2024	1	0.0%	\$1,606	\$0	\$1,606	\$1,636

Trend: Comments

2Q23	Unassigned covered parking spaces are available for an additional fee of \$50 per month. Select units have a fenced backyard. Tenants with pets are required to pay a one-time non-fundable fee of \$300 and a monthly pet rent of \$25.
1Q24	Unassigned covered parking and garage parking spaces are available for additional fees of \$50 and \$150, respectively.

Photos



MARKET CHARACTERISTICS

Following are relevant market characteristics of all of the comparable properties surveyed.

Unit Mix

The following table displays the unit mix of the surveyed comparable properties.

UNIT MIX				
Unit Type	Total Units (Subject)	Percent (Subject)	Total Units (Comps)	Percent (Comps)
OBR	52	50.0%	162	5.6%
1BR	52	50.0%	1,387	47.8%
2BR	0	0.0%	1,105	38.1%
3BR	0	0.0%	245	8.5%
Total	104	100.0%	2,899	100.0%

The Subject's unit mix will have a higher percentage of studio and a similar percentage of one-bedroom units relative to the comparables. We expect the Subject's unit mix to be well-accepted.

Turnover

The following table illustrates the annual turnover rate reported by the comparable properties. It should be noted that management at Bridge At Turtle Creek was unable to estimate an annual turnover rate.

TURNOVER			
Property Name	Program	Tenancy	Annual Turnover
Bridge At Turtle Creek	LIHTC	Family	N/A
SoCo Park Apartment Homes	LIHTC	Family	28%
Urban Oaks Apartments	LIHTC	Family	12%
West Gate Ridge	LIHTC	Family	7%
William Cannon Apartment Homes*	LIHTC	Family	19%
Austin City Lights	Market	Family	17%
Avana SoCo	Market	Family	33%
Griffis SoCo Austin	Market	Family	32%
Sur512 Apartments	Market	Family	22%
The Prescott	Market	Family	15%
Average Turnover			21%

*Located outside PMA

The comparable properties reported turnover ranging between seven and 33 percent, with an overall average of 21 percent. The LIHTC comparables operate with an average turnover rate of 17 percent, which is below the 24 percent average reported by the market rate properties. Based on the performance of the LIHTC comparables, we expect the Subject will operate with a turnover rate of approximately 15 percent, which is reasonable based on the information reported by the comparables.

Rental Growth

The table below illustrates the reported rental rate increases and decreases.

RENT GROWTH			
Property Name	Program	Tenancy	Rent Growth
Bridge At Turtle Creek	LIHTC	Family	Increased to 2023 max
SoCo Park Apartment Homes	LIHTC	Family	Increased to 2023 max
Urban Oaks Apartments	LIHTC	Family	Increased six percent annually since 4Q2021
West Gate Ridge	LIHTC	Family	Increased to 2023 max
William Cannon Apartment Homes*	LIHTC	Family	Increased to 2023 max
Austin City Lights	Market	Family	Changes daily
Avana SoCo	Market	Family	Changes daily
Griffis SoCo Austin	Market	Family	Decreased two percent to increased nine percent since 1Q2023
Sur512 Apartments	Market	Family	Changes daily
The Prescott	Market	Family	Changes daily

*Located outside PMA

As shown in the previous table, four of the LIHTC comparables reported rents at the 2023 maximum allowable levels. Management at Urban Oaks Apartments was unable to report if rents were at the maximum allowable levels; however, the rents appear to be in line with the 2022 maximum allowable rents. Further, the property has increased rents approximately six percent annually since the fourth quarter of 2021. Four of the market rate comparables reported that rents change daily due to daily pricing software. One of the market rate comparables reported rent decreases of up to two percent to increases of up to nine percent since the first quarter of 2023. The Subject's proposed LIHTC rents are set at the 2023 maximum allowable levels; as such, rent growth will be based on increases in the area median income. We believe slight annual rent increases will be achievable for the Subject's market rate units, assuming typical market conditions.

Absorption

We were able to obtain recent absorption data from two of the comparable properties. We have also analyzed absorption information for other multifamily properties within five miles of the Subject. This absorption information is presented in the following table.

ABSORPTION								
Property Name	Program	Tenancy	City	Year	Total Units	Absorption (units/month)	Distance to Subject	
The Lady Bird	LIHTC	Senior	Austin	2022	276	22	4.2 miles	
La Cima	LIHTC	Family	Austin	2022	260	43	3.9 miles	
Cambrian East Riverside Apartments	LIHTC	Family	Austin	2022	65	30	4.6 miles	
The Prescott*	Market	Family	Austin	2022	348	20	2.1 miles	
The Perch	Market	Family	Austin	2022	312	22	2.1 miles	
The Oaks At Ben White	LIHTC	Family	Austin	2021	96	29	4.1 miles	
Mckinney Falls Apartments	LIHTC	Family	Austin	2020	312	19	4.4 miles	
Cypress Mckinney Falls	Market	Family	Austin	2020	264	47	4.0 miles	
Urbana At Goodnight Ranch	Market	Family	Austin	2019	151	9	3.9 miles	
Bridge At Henley Apartments	Market	Family	Austin	2019	368	17	4.6 miles	
West Gate Ridge*	LIHTC	Family	Austin	2018	140	14	3.4 miles	
Sentral East Austin 1630	LIHTC	Family	Austin	2018	138	22	5.0 miles	
Average Affordable					184	26		
Average Market					289	23		
Overall Average					228	25		

*Comparable Property

We obtained absorption data from 12 properties, located between 2.1 and 5.0 miles from the Subject site. These properties reported absorption rates ranging from nine to 47 units per month, with an overall average of 25 units per month. Overall, we expect the proposed Subject will experience an absorption rate of 25 units

per month. This equates to an absorption period of approximately four months to reach a stabilized occupancy rate of 95 percent.

Concessions

One of the market rate comparables is currently offering a concession, as illustrated in the following table.

CONCESSIONS			
Property Name	Program	Tenancy	Concessions
Bridge At Turtle Creek	LIHTC	Family	None
SoCo Park Apartment Homes	LIHTC	Family	None
Urban Oaks Apartments	LIHTC	Family	None
West Gate Ridge	LIHTC	Family	None
William Cannon Apartment Homes*	LIHTC	Family	None
Austin City Lights	Market	Family	None
Avana SoCo	Market	Family	None
Griffis SoCo Austin	Market	Family	One month free
Sur512 Apartments	Market	Family	None
The Prescott	Market	Family	None

*Located outside PMA

As shown in the previous table, Griffis SoCo Austin is offering a concession of one month free. Based on the general lack of concessions in the market, we do not believe that the Subject will need to offer rent concessions in order to maintain stabilized occupancy upon completion, provided that rents are appropriately positioned.

Waiting Lists

WAITING LISTS			
Property Name	Program	Tenancy	Waiting List Length
Bridge At Turtle Creek	LIHTC	Family	Yes; undetermined length
SoCo Park Apartment Homes	LIHTC	Family	None
Urban Oaks Apartments	LIHTC	Family	Yes; undetermined length
West Gate Ridge	LIHTC	Family	None
William Cannon Apartment Homes*	LIHTC	Family	Yes; undetermined length
Austin City Lights	Market	Family	None
Avana SoCo	Market	Family	None
Griffis SoCo Austin	Market	Family	None
Sur512 Apartments	Market	Family	None
The Prescott	Market	Family	None

*Located outside PMA

Three of the LIHTC comparables reported maintaining waiting lists of an undetermined length. Further, according to the Housing Authority of the City of Austin, the Housing Authority has approximately 2,000 households on their waiting list, indicating a lack of affordable housing in the immediate area. Based on the presence of waiting lists at the majority of the affordable comparables, we believe the Subject could maintain a short waiting list upon completion.

Vacancy Rates

The following analysis summarizes overall weighted vacancy levels at the surveyed properties.

OVERALL VACANCY

Property Name	Program	Tenancy	Total Units	Vacant Units	Vacancy %
Bridge At Turtle Creek	LIHTC	Family	307	13	4.2%
SoCo Park Apartment Homes	LIHTC	Family	200	4	2.0%
Urban Oaks Apartments	LIHTC	Family	194	8	4.1%
West Gate Ridge	LIHTC	Family	140	2	1.4%
William Cannon Apartment Homes*	LIHTC	Family	252	4	1.6%
Austin City Lights	Market	Family	352	12	3.4%
Avana SoCo	Market	Family	528	14	2.7%
Griffis SoCo Austin	Market	Family	296	12	4.1%
Sur512 Apartments	Market	Family	282	13	4.6%
The Prescott	Market	Family	348	12	3.4%
LIHTC Total			1,093	31	2.8%
Market Total			1,806	63	3.5%
Overall Total			2,899	94	3.2%

*Located outside PMA

The comparable properties reported vacancy rates ranging from 1.4 to 4.6 percent, with an overall weighted average of 3.2 percent. The LIHTC comparables reported vacancy rates ranging from 1.4 to 4.2 percent, with an overall weighted average of 2.8 percent. Management at Bridge at Turtle Creek reported that seven vacant units are pre-leased, indicating the property is 98.0 percent leased. The average vacancy rate reported by the affordable comparables is 2.2 percent when taking into account pre-leased units. The market rate comparables reported vacancy rates ranging from 2.7 to 4.6 percent, with an overall weighted average of 3.5 percent. Based on the vacancy rates reported by the comparables, we anticipate the Subject will maintain a vacancy rate of five percent or less upon stabilization.

Per TDHCA guidelines, we have provided an occupancy table by age, quality, and bedroom type, which is located following.

VACANCY BY CONDITION

Property Name	Year Built/Renovated	Condition	Rent Structure	Tenancy	Total Units	Vacant Units	Vacancy Rate
SoCo Park Apartment Homes	2003	Average	LIHTC	Family	200	4	2.0%
Total (Average)					200	4	2.0%
Urban Oaks Apartments	2017	Good	LIHTC	Family	194	8	4.1%
William Cannon Apartment Homes*	2015	Good	LIHTC	Family	252	4	1.6%
Austin City Lights	2006	Good	Market	Family	352	12	3.4%
Avana SoCo	2001 / 2018	Good	Market	Family	528	14	2.7%
Griffis SoCo Austin	2001 / 2021	Good	Market	Family	296	12	4.1%
Sur512 Apartments	2016	Good	Market	Family	282	13	4.6%
Total (Good)					1,904	63	3.3%
Bridge At Turtle Creek	2022	Excellent	LIHTC	Family	307	13	4.2%
West Gate Ridge	2018	Excellent	LIHTC	Family	140	2	1.4%
The Prescott	2022	Excellent	Market	Family	348	12	3.4%
Total (Excellent)					795	27	3.4%
Total (Overall)					2,899	94	3.2%

*Located outside PMA

VACANCY BY BEDROOM TYPE

Property Name	Program	Tenancy	0BR	1BR	2BR	3BR
Bridge At Turtle Creek	LIHTC	Family	N/Av	N/Av	N/Av	-
SoCo Park Apartment Homes	LIHTC	Family	-	0.0%	4.0%	0.0%
Urban Oaks Apartments	LIHTC	Family	-	1.4%	6.1%	0.0%
West Gate Ridge	LIHTC	Family	-	2.2%	0.0%	-
William Cannon Apartment Homes*	LIHTC	Family	-	2.3%	2.3%	0.0%
Austin City Lights	Market	Family	-	2.8%	5.0%	0.0%
Avana SoCo	Market	Family	-	1.9%	3.2%	3.3%
Griffis SoCo Austin	Market	Family	-	1.8%	6.2%	12.5%
Sur512 Apartments	Market	Family	-	2.9%	7.6%	25.0%
The Prescott	Market	Family	0.0%	2.0%	1.9%	40.0%

*Located outside PMA

REASONABILITY OF RENTS

The following is a discussion about the Subject's and comparable properties' LIHTC rents. "Net rents" are rents adjusted for the cost of utilities (adjusted to the Subject's convention) and are used to compensate for the differing utility structures of the Subject and the comparable properties. Net rents represent the actual costs of residing at a property and help to provide an "apples-to-apples" comparison of rents. It should be noted that, according to the client, the developer anticipates securing subsidy for 26 units. However, the source of the subsidy was unavailable as of the date of this report. As such, we have assumed that the Subject will collect contract rents in line with the current Fair Market Rents for the area.

PROPOSED RENTS

Unit Type	Unit Size (SF)	# Units	Asking Rent	Utility Allowance*	Gross Rent	2023 LIHTC Maximum Allowable Gross Rent	Proposed Net Contract Rent***
@30% (PSH)**							
OBR/1BA	450	12	\$525	\$88	\$613	\$613	\$1,519
1BR/1BA	607	9	\$556	\$101	\$657	\$657	\$1,635
@50% (PSH)**							
OBR/1BA	450	5	\$934	\$88	\$1,022	\$1,022	\$1,519
@50%							
OBR/1BA	450	35	\$934	\$88	\$1,022	\$1,022	N/A
1BR/1BA	607	23	\$994	\$101	\$1,095	\$1,095	N/A
@60%							
1BR/1BA	607	20	\$1,213	\$101	\$1,314	\$1,314	N/A
Total		104					

*Source of Utility Allowance provided by the client

**Tenants contribute 30 percent of their income towards rent

***Assumed to be in line with the current Fair Market Rents for the area

Achievable Affordable Rents

Provided below is a summary of the 30, 50, and 60 percent AMI level rental analysis. The following tables detail the comparable and achievable LIHTC rents.

LIHTC RENT COMPARISON @30%, @50%, AND @60%

Property Name	County	OBR	1BR	Max Rent?
Bailey at Stassney (@30%)	Travis	\$525	\$556	Yes
Bailey at Stassney (@50%)	Travis	\$934	\$994	Yes
Bailey at Stassney (@60%)	Travis	-	\$1,213	Yes
LIHTC Maximum Rent (Net) (@30%)	Travis	\$525	\$556	
LIHTC Maximum Rent (Net) (@50%)	Travis	\$934	\$994	
LIHTC Maximum Rent (Net) (@60%)	Travis	\$1,139	\$1,213	
Bridge at Turtle Creek (@50%)	Travis	\$863	-	Yes
Bridge at Turtle Creek (@60%)	Travis	\$1,068	\$1,146	Yes
SoCo Park Apartment Homes (@60%)	Travis	-	\$1,183	Yes
Urban Oaks Apartments (@60%)	Travis	-	\$1,074	No; @2022 Max
West Gate Ridge (@60%)	Travis	-	\$1,143	Yes
William Cannon Apartment Homes (@60%)*	Travis	-	\$1,139	Yes
Average (@30%)		-	-	
Average (@50%)		\$863	-	
Average (@60%)		\$1,068	\$1,137	
Achievable LIHTC Rent (@30%)		\$525	\$556	Yes
Achievable LIHTC Rent (@50%)		\$934	\$994	Yes
Achievable LIHTC Rent (@60%)		-	\$1,213	Yes

*Located outside PMA

Four of the five LIHTC comparables reported achieving rents at the 2023 maximum allowable levels. It should be noted that some adjusted rents appear to be below or above maximum allowable levels, which is attributed to a differing utility allowance. The LIHTC comparables reported vacancy rates ranging from 1.4 to 4.2 percent, with an average of 2.8 percent. Additionally, management at Bridge at Turtle Creek reported that seven vacant units are pre-leased, indicating the property is 98.0 percent leased. Three of the LIHTC comparables reported maintaining a waiting list. The Subject will offer slightly smaller to similar unit sizes, slightly inferior in-unit amenities, and inferior to similar common area amenities relative to the LIHTC comparables. The LIHTC comparables were constructed between 2003 and 2022 and exhibit average to excellent condition, inferior to similar to the Subject upon completion. Given the Subject's overall comparison to the comparables, 2023 maximum allowable rents reported at the majority of the LIHTC comparables and generally low vacancy rates, we believe the Subject would be able to achieve 2023 maximum allowable rents at the 30, 50, and 60 percent AMI levels, which are in line with the developer's proposed rents.

Achievable Market Rents & Comparable Units

Per TDHCA guidelines, Novogradac has prepared separate rent matrices to support the estimate of achievable unrestricted market rents, which can be found on the following pages. Following the grids, we have detailed the adjustments made in the Rent Comparability Matrices for the market rate properties. Through our explanation of adjustments, we have detailed additional comparable characteristics including age/year of renovation, condition, target population (all comparables target the general population, similar to the Subject), unit amenities, and utility structure.

Studio-Lowrise-450 SF

Subject		Comparable #7		Comparable #9		Comparable #10	
Bailey at Stassney		Avana SoCo		Sur512 Apartments		The Prescott	
400 West Stassney Lane		401 Little Texas Lane		5010 S Congress Avenue		8200 S Congress Ave	
Austin, Travis County, TX		Austin, Travis County, TX		Austin, Travis County, TX		Austin, Travis County, TX	
A.	Rents Charged	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
1	\$ Last Rent / Restricted?	\$1,589	N	\$1,529	N	\$1,606	N
2	Date Last Leased (mo/yr)	Feb-24		Feb-24		Feb-24	
3	Rent Concessions	N		N		N	
4	Occupancy for Unit Type	97%		95%		97%	
5	Effective Rent & Rent/ sq. ft	\$1,589	\$2.44	\$1,529	\$2.54	\$1,606	\$2.98
B.	Design, Location, Condition	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
6	Structure / Stories	E / 4	G / 3	E / 4		E / 4	
7	Yr. Built / Yr. Renovated	2026	2001 / 2018	2016		2022	
8	Condition / Street Appeal	E	G	G	\$250	E	
9	Neighborhood	A	A	A		A	
10	Same Market? Miles to Subj.		Y/0.6		Y/0.5		Y/2.1
C.	Unit Equipment/ Amenities	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
11	# Bedrooms	0.0	1.0	1.0	(\$170)	0.0	
12	# Bathrooms	1.0	1.0	1.0		1.0	
13	Unit Interior Sq. Ft.	450	650	601	(\$96)	539	(\$66)
14	Balcony / Patio	N	Y	Y	(\$10)	Y	(\$10)
15	AC: Central / Wall	C	C	C		C	
16	Range / Refrigerator	R / F	R / F	R / F		R / F	
17	Microwave / Dishwasher	M	M / D	M / D	(\$10)	M / D	(\$10)
18	Washer / Dryer	HU	L / HU	WD	(\$25)	WD	(\$25)
19	Floor Coverings	C / V	C / V	C / V		V	
20	Window Coverings	B	B	B		B	
21	Cable / Satellite / Internet	N	N	N		N	
22	Special Features	BS / CF	CF / GD / F / WIC / WiFi	CF / GD / WIC	(\$5)	CF / GD / EVS / Pet / WIC / WiFi	(\$20)
D.	Site Equipment/ Amenities	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
24	Parking (\$ Fee)	L	L / C(\$35) / G(\$75)	L / G	(\$50)	L / C(\$50) / G(\$150)	
25	Extra Storage	N	N	N		N	
26	Security	Y	Y	Y		Y	
27	Clubhouse / Meeting Rooms	MR	MR	MR		MR	
28	Pool / Recreation Areas	E	P / E / R	P / E / RR	(\$20)	P / E / RR	(\$20)
29	Business Ctr / Nhd Network	N	N	BC	(\$10)	BC	(\$10)
30	Service Coordination	N	N	N		N	
31	Non-shelter Services	N	N	N		N	
32	Neighborhood Networks	N	N	N		N	
E.	Utilities	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
33	Heat (in rent? / type)	N / E	N / E	N / E		N / E	
34	Cooling (in rent? / type)	N / C	N / C	N / C		N / C	
35	Cooking (in rent? / type)	N / E	N / E	N / E		N / E	
36	Hot water (in rent? / type)	N / E	N / E	N / E		N / E	
37	Other Electric	N	N	N		N	
38	Cold Water / Sewer	N / N	N / N	N / N		N / N	
39	Trash / Recycling	Y	N	N	\$30	N	\$30
F.	Adjustments Recap	Pos	Neg	Pos	Neg	Pos	Neg
40	# Adjustments B to D		2	1	(9)	0	(7)
41	Sum Adjustments B to D		\$260	\$250	(\$396)		(\$161)
42	Sum Utility Adjustments		\$30	\$30		\$30	
		Net	Gross	Net	Gross	Net	Gross
43	Net / Gross Adjustments B to E		(\$57)		(\$116)		(\$131)
			\$637		\$676		\$191
G.	Adjusted & Market Rents	Adj. Rent		Adj. Rent		Adj. Rent	
44	Adjusted Rent (5 + 43)	\$1,532		\$1,413		\$1,475	
45	Adj Rent / Last rent		96%		92%		92%
46	Estimated Market Rent	\$1,475	\$3.28 Estimated Market Rent / Sq. Ft				

One-Bedroom-Lowrise-607 SF

	Subject		Comparable #7		Comparable #9		Comparable #10	
	Bailey at Stassney	Data	Avana SoCo		Sur512 Apartments		The Prescott	
	400 West Stassney Lane	on	401 Little Texas Lane		5010 S Congress Avenue		8200 S Congress Ave	
	Austin, Travis County, TX	Subject	Austin, Travis County, TX		Austin, Travis County, TX		Austin, Travis County, TX	
A.	Rents Charged		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
1	\$ Last Rent / Restricted?		\$1,589	N	\$1,529	N	\$2,067	N
2	Date Last Leased (mo/yr)		Feb-24		Feb-24		Feb-24	
3	Rent Concessions		N		N		N	
4	Occupancy for Unit Type		97%		95%		98%	
5	Effective Rent & Rent/ sq. ft		\$1,589	\$2.44	\$1,529	\$2.54	\$2,067	\$2.95
B.	Design, Location, Condition		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
6	Structure / Stories	E / 4	G / 3	\$10	E / 4		E / 4	
7	Yr. Built / Yr. Renovated	2026	2001 / 2018		2016		2022	
8	Condition / Street Appeal	E	G	\$445	G	\$455	E	
9	Neighborhood	A	A		A		A	
10	Same Market? Miles to Subj.		Y/0.6		Y/0.5		Y/2.1	
C.	Unit Equipment/ Amenities		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
11	# Bedrooms	1.0	1.0		1.0		1.0	
12	# Bathrooms	1.0	1.0		1.0		1.0	
13	Unit Interior Sq. Ft.	607	650	(\$26)	601		701	(\$69)
14	Balcony / Patio	N	Y	(\$10)	Y	(\$10)	Y	(\$10)
15	AC: Central / Wall	C	C		C		C	
16	Range / Refrigerator	R / F	R / F		R / F		R / F	
17	Microwave / Dishwasher	M	M / D	(\$10)	M / D	(\$10)	M / D	(\$10)
18	Washer / Dryer	HU	L / HU	(\$5)	WD	(\$25)	WD	(\$25)
19	Floor Coverings	C / V	C / V		C / V		V	
20	Window Coverings	B	B		B		B	
21	Cable / Satellite / Internet	N	N		N		N	
22	Special Features	BS / CF	CF / GD / F / WIC / WiFi	(\$15)	CF / GD / WIC	(\$5)	CF / GD / EVS / Pet / WIC / WiFi	(\$20)
D.	Site Equipment/ Amenities		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
24	Parking (\$ Fee)	L	L / C(\$35) / G(\$75)		L / G	(\$50)	L / C(\$50) / G(\$150)	
25	Extra Storage	N	N		N		N	
26	Security	Y	Y		Y		Y	
27	Clubhouse / Meeting Rooms	MR	MR		MR		MR	
28	Pool / Recreation Areas	E	P / E / R	(\$15)	P / E / RR	(\$20)	P / E / RR	(\$20)
29	Business Ctr / Nbhd Network	N	N		BC	(\$10)	BC	(\$10)
30	Service Coordination	N	N		N		N	
31	Non-shelter Services	N	N		N		N	
32	Neighborhood Networks	N	N		N		N	
E.	Utilities		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
33	Heat (in rent? / type)	N / E	N / E		N / E		N / E	
34	Cooling (in rent? / type)	N / C	N / C		N / C		N / C	
35	Cooking (in rent? / type)	N / E	N / E		N / E		N / E	
36	Hot water (in rent? / type)	N / E	N / E		N / E		N / E	
37	Other Electric	N	N		N		N	
38	Cold Water / Sewer	N / N	N / N		N / N		N / N	
39	Trash / Recycling	Y	N	\$30	N	\$30	N	\$30
F.	Adjustments Recap		Pos	Neg	Pos	Neg	Pos	Neg
40	# Adjustments B to D		2	(6)	1	(7)	0	(7)
41	Sum Adjustments B to D		\$455	(\$81)	\$455	(\$130)		(\$164)
42	Sum Utility Adjustments		\$30		\$30		\$30	
			Net	Gross	Net	Gross	Net	Gross
43	Net / Gross Adjustments B to E		\$404	\$566	\$355	\$615	(\$134)	\$194
G.	Adjusted & Market Rents		Adj. Rent		Adj. Rent		Adj. Rent	
44	Adjusted Rent (5 + 43)		\$1,993		\$1,884		\$1,933	
45	Adj Rent / Last rent			125%		123%		94%
46	Estimated Market Rent	\$1,935	\$3.19 Estimated Market Rent / Sq. Ft					

EXPLANATION OF ADJUSTMENTS & PROPERTY CHARACTERISTICS

Occupancy/Concessions

None of the comparables utilized in the grids reported offering concessions. The comparables utilized in the grids reported stabilized occupancy rates of 95 percent, or higher. As such, no adjustments are necessary.

Number of Stories/Elevators

The Subject's units will be contained in one four-story elevator-serviced lowrise residential building, similar to two of the comparables utilized in the grids. Avana SoCo offers a three-story garden design without elevator service, which is slightly inferior to the Subject's elevator-serviced lowrise design. We have applied an upward adjustment of \$10 to the comparable that does not offer elevators.

Age/Condition (Built or Last Renovated)

All of the market rate comparable properties utilized in the grids were constructed between 2001 and 2022, one of which (Avana SoCo) reported subsequent renovations in 2018. The following table illustrates the premiums for rents at comparables exhibiting excellent condition versus good condition.

CONDITION ADJUSTMENT

Property Name	Condition	0BR/1BA	1BR/1BA
The Prescott	Excellent	\$1,475	\$1,933
Mean (Excellent)	-	\$1,475	\$1,933
Avana SoCo	Good	\$1,282	\$1,548
Sur512 Apartments	Good	\$1,163	\$1,429
Mean (Good)	-	\$1,223	\$1,489
Difference Excellent vs Good		\$253	\$445

Note: quoted rents reflect all adjustments, except for condition

As illustrated in the previous table, there appears to be a premium for units at comparables exhibiting excellent condition versus good condition. Taking into account the differentials illustrated by the comparables, we have applied an upward adjustment of \$250 and \$445 to the comparables in good condition in the studio and one-bedroom grids, respectively.

Location/Neighborhood

The market rate comparables utilized in the grids are all located in Austin and within 2.1 miles of the Subject, all of which are located within the PMA. The following table summarizes the locations of the comparables utilized in the grids.

LOCATIONAL COMPARISON SUMMARY

#	Property Name	Program	Distance to Subject	Household Income	Median Home Value	Median Rent	Crime Index	Walk Score	Vacant Housing	% Renter HH
S	Bailey at Stassney	LIHTC/PSH		\$67,037	\$390,263	\$2,009	156	75	6.0%	45.3%
7	Avana SoCo	Market	0.6 mile	\$57,797	\$390,263	\$2,009	196	51	6.0%	80.6%
9	Sur512 Apartments	Market	0.5 mile	\$71,545	\$390,263	\$2,009	184	66	10.1%	40.1%
10	The Prescott	Market	2.1 miles	\$58,751	\$390,263	\$2,009	197	38	19.4%	54.7%

*Located outside PMA

The comparables utilized in the grids are located in neighborhoods with slightly lower to similar median household incomes, similar median home values, and similar median rents. Further, these comparables are located in neighborhoods with higher crime indices; however, all crime indices, including the Subject's, are elevated relative to the national average. The Subject's location offers a slightly higher to higher Walk Score

relative to the comparables; however, all comparables offer similar access to desirable amenities and employment opportunities. All of the comparables utilized in the grids are considered to be located in a similar neighborhood relative to the Subject's location, and no adjustments for location are applied.

Unit Type

The Subject will offer studio and one-bedroom units. One of the comparables utilized in the studio grid offers studios, while the remaining two comparables utilized in the grids offer a differing number of bedrooms. All of the comparables utilized in the one-bedroom grid offer one-bedroom units. We estimate the rent premium for an additional full bedroom in the Subject's market to be \$170. Appropriate adjustments were applied. The following table details the methods used to calculate these adjustments.

SUPPORT FOR BEDROOM ADJUSTMENT

Property Name	Unit Type	Structure	Rent	SF	Rent / SF	Value of Extra SF*	Value of Full Bedroom
Austin City Lights	1BR/1BA	Garden	\$1,355	760	\$1.78		
	1.5BR/1BA	Garden	\$1,553	1,038	\$1.50		
	Difference		\$198	278	\$0.71	(\$124)	\$148
Austin City Lights	2BR/2BA	Garden	\$1,859	1,195	\$1.56		
	3BR/2BA	Garden	\$2,075	1,431	\$1.45		
	Difference		\$216	236	\$0.92	(\$92)	\$124
Griffis SoCo Austin	2BR/2BA	Garden	\$1,920	1,051	\$1.83		
	3BR/2BA	Garden	\$2,185	1,230	\$1.78		
	Difference		\$265	179	\$1.48	(\$82)	\$183
Griffis SoCo Austin	2BR/2BA	Garden	\$1,907	1,197	\$1.59		
	3BR/2BA	Garden	\$2,185	1,230	\$1.78		
	Difference		\$278	33	\$8.42	(\$13)	\$265
Griffis SoCo Austin	3BR/2BA	Garden	\$2,185	1,230	\$1.78		
	2BR/2BA	Garden	\$2,101	1,256	\$1.67		
	Difference		\$84	26	\$3.23	(\$12)	\$96
Agave At South Congress	2BR/2BA	Garden	\$1,799	980	\$1.84		
	3BR/2BA	Garden	\$2,159	1,328	\$1.63		
	Difference		\$360	348	\$1.03	(\$160)	\$200
Average							\$169

*Note: SF value is calculated as (square foot delta) * (rpsf smaller unit) * (25% PSF)

Number of Bathrooms

The Subject will offer one bathroom in its studio and one-bedroom units. All of the comparables utilized in the studio and one-bedroom grids offer the same number of bathrooms as the Subject. Therefore, no adjustments are necessary.

Unit Size Adjustment

The Subject and the comparable properties vary in square footage. Most market observers agree that with all other variables being equal, a larger unit is more desirable than a smaller unit. However, typically the value of the additional square footage is mitigated to some degree by the similarity in perceived unit function (i.e. a 600 square foot two-bedroom functions similarly to a 700 square foot two-bedroom) reflective of economies of scale. In other words, there is a diminishing return of value for additional square footage, as each additional square foot does not necessarily equal additional functional utility. We have analyzed the following matched pairs among the comparable properties to determine the appropriate adjustments for unit sizes, which is detailed in the following table.

SUPPORT FOR SQUARE FOOTAGE ADJUSTMENT

Property Name	Unit Type	Structure	Rent	SF	Rent / SF	Marginal RPSF (%)
Avana SoCo	2BR/2BA	Garden	\$1,666	970	\$1.72	38%
	2BR/2BA	Garden	\$1,734	1,073	\$1.62	
	Difference		\$68	103	\$0.66	
Griffis SoCo Austin	1BR/1BA	Garden	\$1,419	689	\$2.06	26%
	1BR/1BA	Garden	\$1,549	934	\$1.66	
	Difference		\$130	245	\$0.53	
Griffis SoCo Austin	1BR/1BA	Garden	\$1,453	705	\$2.06	20%
	1BR/1BA	Garden	\$1,549	934	\$1.66	
	Difference		\$96	229	\$0.42	
Griffis SoCo Austin	1BR/1BA	Garden	\$1,484	760	\$1.95	19%
	1BR/1BA	Garden	\$1,549	934	\$1.66	
	Difference		\$65	174	\$0.37	
Sur512 Apartments	1BR/1BA	Lowrise	\$1,529	601	\$2.54	24%
	1BR/1BA	Lowrise	\$1,672	833	\$2.01	
	Difference		\$143	232	\$0.62	
Sur512 Apartments	2BR/2BA	Lowrise	\$1,694	1,044	\$1.62	22%
	2BR/2BA	Lowrise	\$1,746	1,191	\$1.47	
	Difference		\$52	147	\$0.35	
Average						25%

The matched pairs indicate price per square foot differentials ranging from 19 to 38 percent, with an average of 25 percent. In other words, the additional square footage is worth approximately 19 to 38 percent of the rent per square foot in comparison to the base square footage. We typically observe a differential of 25 to 40 percent in similar markets. Therefore, on balance, we believe a 25 percent rent differential is reasonable for the unit size adjustment and we have applied it to the comparables.

Utilities Paid by Tenant

Tenants will be responsible for all electric expenses, including general electricity, cooking, heating and cooling, and water heating, as well as cold water and sewer expenses. The landlord will be responsible for trash expenses, as well as all common area charges. All utility adjustments are based on the most recently available utility allowance schedule published by the Housing Authority of the City of Austin, TX, effective June 1, 2023. It should be noted that adjustments as a result of utility structure are not considered true rental adjustments, as they are simply a way to equalize the asking rents of the comparables for utilities, so there is a true apples to apples comparison with the Subject in terms of total shelter cost. Further, there is limited subjectivity when making these adjustments, given that they are based on a published utility allowance schedule, local to the Subject's market.

Unit Amenities

The Subject's unit amenities will include central air conditioning, ceiling fans, and carpet/vinyl plank flooring. Appliances will include refrigerators, ranges/ovens, microwaves, and washer/dryer hookups. All of the comparable properties offer different in-unit amenities. As a result, the comparables are adjusted to account for their differences in unit amenities relative to the Subject and the adjustments are based on conversations with local property managers. Overall, the Subject is slightly inferior to the market rate comparable properties in terms of in-unit amenities.

Parking/Transportation

The Subject will offer 35 off-street parking spaces, or 0.3 spaces per unit, at no additional cost. All three of the comparables utilized in the grids offer off-street parking included in the rent. Avana SoCo and The Prescott also offer carport parking for additional monthly fees ranging from \$35 to \$50, as well as garage parking for

additional monthly fees ranging from \$75 to \$150. Sur512 Apartments offers one garage parking space included in the rent, while additional spaces are available for an additional monthly fee of \$50. We have valued garage parking included in the rent at \$50, based on the parking fees reported by the comparables and experience in the market. We have not applied an adjustment for covered parking offered for an additional fee. Appropriate adjustments were applied.

Property Amenities

The Subject's common area amenities will include bike storage, clubhouse/community room, elevators, an exercise facility, and on-site management. Additionally, the Subject will offer on-site services provided by the Hope through Housing Foundation. Services will include social events, workforce training, personal wellness, and financial counselling, among other general services. Additionally, the Subject will have two case managers to supplement any other services that the Subject's PSH tenants may need. All of the comparable properties offer different property amenities. As a result, the comparables are adjusted to account for their differences in common area amenities relative to the Subject and the adjustments are based on conversations with local property managers.

The following table corresponds with Line 22 in the grids and details the special features that will be offered at the Subject and are offered by the comparables utilized in the studio and one-bedroom grids.

Amenity - Legend	Subject	Avana SoCo	Sur512 Apartments	The Prescott
Bike Storage (BS)	yes	no	no	no
Ceiling Fan (CF)	yes	yes	yes	yes
Disposal (GD)	no	yes	yes	yes
EV Charging Station (EVS)	no	no	no	yes
Fireplace (F)	no	yes	no	no
Pet Park (Pet)	no	no	no	yes
Walk-In-Closet (WIC)	no	yes	yes	yes
WiFi (WiFi)	no	yes	no	yes
Special Features	BS / CF	CF / GD / F / WIC / WiFi	CF / GD / WIC	CF / GD / EVS / Pet / WIC / WiFi
Line 22 Net Adjustment	-	(\$15)	(\$5)	(\$20)

The following table corresponds with Line 28 in the grids and details the pool/recreation area amenities offered at the Subject, as proposed, and the comparables utilized in the studio and one-bedroom grids.

Amenity - Legend	Subject	Avana SoCo	Sur512 Apartments	The Prescott
Swimming Pool - P	no	yes	yes	yes
Exercise Facility - E	yes	yes	yes	yes
Courtyard - R	no	no	yes	no
Picnic Area - R	no	yes	yes	yes
Recreational Area - R	no	no	no	yes
Recreational Amenities	E	P / E / R	P / E / RR	P / E / RR
Line 28 Net Adjustment	-	(\$15)	(\$20)	(\$20)

Overall, the Subject is slightly inferior to inferior to the market rate comparables utilized in the grids, in terms of property amenities.

Security

The Subject will offer limited access, a buzzer intercom entry system, and video surveillance as security features. All of the comparables utilized in the grids offer some form of security, and no adjustments were warranted.

Achievable Market Rents

The Subject's proposed LIHTC rental rates are below the achievable market rates for the PMA. The following tables show the rent comparison for achievable market rents at comparable properties and the proposed rents the Subject.

SUBJECT COMPARISON TO MARKET RENTS

Unit Type	Rent Level	Square Feet	Achievable LIHTC Rent	Adjusted Min	Adjusted Max	Adjusted Average	Achievable Market Rent	Subject Rent Advantage
OBR/1BA	@30% (PSH)	450	\$525	\$1,413	\$1,532	\$1,473	\$1,475	64%
OBR/1BA	@50%	450	\$934	\$1,413	\$1,532	\$1,473	\$1,475	37%
OBR/1BA	@50% (PSH)	450	\$934	\$1,413	\$1,532	\$1,473	\$1,475	37%
1BR/1BA	@30% (PSH)	607	\$556	\$1,884	\$1,993	\$1,937	\$1,935	71%
1BR/1BA	@50%	607	\$994	\$1,884	\$1,993	\$1,937	\$1,935	49%
1BR/1BA	@60%	607	\$1,213	\$1,884	\$1,993	\$1,937	\$1,935	37%

The Subject will be in excellent condition as a newly constructed property, similar to superior to the comparables. The Subject will offer an inferior to slightly inferior in-unit and property amenities package, and a similar location when compared to the existing market rate developments. The adjusted rents of all comparables were given consideration in our determination of achievable market rents. Overall, the Subject's proposed LIHTC rents range from 37 to 71 percent lower than Novoco's estimated achievable market rents.

It should be noted that the bulk of the adjustments made in the preceding tables were for utility structures, and adjustments as a result of utility structure are not considered true rental adjustments, as they are simply a way to equalize the asking rents of the comparables for utilities, so there is a true apples to apples comparison with the Subject in terms of total shelter cost. Further, there is limited subjectivity when making these adjustments, given that they are based on a published utility allowance schedule, local to the Subject's market. None of the comparables were adjusted by more than 25 percent in the studio or one-bedroom grids. Two of the comparables in the one-bedroom grid were adjusted by more than 15 percent; however, both of these comparables exhibit good condition and upward adjustments for condition were warranted. None of the comparables were adjusted by more than 15 percent in the studio grid.

Impact on Existing Affordable Housing

The LIHTC comparables reported vacancy rates ranging from 1.4 to 4.2 percent, with an average of 2.8 percent. Additionally, management at Bridge at Turtle Creek reported that seven vacant units are pre-leased, indicating the property is 98.0 percent leased. Three of the LIHTC comparables reported maintaining a waiting list. The Subject will offer a competitive amenity package and will offer a similar to superior condition relative to the LIHTC comparable properties. We do not believe the construction of the Subject will adversely impact the existing LIHTC comparable properties given the strong demand for housing in the Subject's area.

VI. DEMAND ANALYSIS

DEMAND ANALYSIS

The Subject is a proposed 104-unit LIHTC/PSH multifamily development to be located in Austin, Texas. The development will offer 104 studio and one-bedroom LIHTC units restricted to households earning 30, 50, and 60 percent of the AMI, or less. Further, 26 units, including all 21 studio and one-bedroom units restricted at the 30 percent AMI level and five studio units at the 50 percent AMI level, will operate as Permanent Supportive Housing units and will target households at risk of homelessness. These units will benefit from project-based subsidy, where tenants will contribute 30 percent of their income towards rent. Therefore, the Subject represents 78 strictly LIHTC units and 26 subsidized units.

Per TDHCA guidelines, the current base year is requested to be shown. Therefore, we have utilized the most recent ESRI and Ribbon demographic estimates and projections (2023) and five-year projections (2028).

The results provide an indication of the total number of households that are age, income, and size-qualified to reside at the Subject.

GROSS DEMAND FROM EXISTING HOUSEHOLDS – PMA

Number of Existing Households for the Current Year

It should be noted that, given that the Subject is a Supportive Housing development, we have utilized both renter and owner households, at the direction of TDHCA. The total number of households in the PMA in 2023 is 45,112 and the total number of households in 2028 is projected to be 47,294.

New Households at Market Entry

According to ESRI Business Information Solutions, the number of households in the PMA will increase from 45,112 to 47,294 between 2023 and 2028. Based on this projection, the total number of households in the PMA is projected to be 46,530 by October 2026, the projected date of market entry, which is an increase of 1,418 households from 2023.

Number of Income and Size Qualified Households

The Subject represents 78 LIHTC units. LIHTC maximum rent and income limits are based on the area median gross income (AMI), adjusted for household size, for the Subject's location. HUD estimates the relevant income levels with annual updates. The rents are calculated by HUD assuming that the gross rent a household pays is 30 percent of its household income at the relevant AMI level (30(PSH), 50(PSH), 50, and 60 percent for the Subject). HUD assumes household size to be 1.5 persons per bedroom for LIHTC rent calculation purposes.

If the tenant pays utilities in addition to the rent, the rent is reduced by a utility allowance, which is generally estimated by the local Housing Authority.

By multiplying the total number of households by the percentage of income eligible households, we can estimate the number of income eligible households in the local market area. Per TDHCA guidelines, if some households are eligible for more than one unit type due to overlapping eligible ranges for income or household size, we have adjusted Gross Demand to avoid including households more than once.

Setting the Minimum and Maximum Eligible Income Ranges

To establish the number of income eligible potential tenants for the Subject, the calculations are as follows:

First, we estimate the Subject minimum and maximum income levels for the proposed project. Per TDHCA guidelines, minimum income levels for LIHTC units are calculated based on the assumption that lower income family households should pay no more than 40 percent of their income to gross rent and lower income senior households should pay no more than 50 percent of their income to gross rent. Based on TDHCA guidelines,

for units without subsidy at a Supportive Housing development, the minimum income levels for LIHTC units are calculated based on the assumption that lower income households should pay no more than 50 percent of their income to gross rent.

Often, lower income households pay a higher percentage of income to rent due to their income level. Although higher income households generally spend a smaller portion of their income on rent, the area is not dominated by high incomes. For units with subsidy, the minimum income limit is \$1 per TDHCA.

Secondly, we illustrate the household population segregated by income band and household size to determine those who are income qualified to reside in the Subject property.

Third, we combine the allowable income range with the income distribution analysis to determine the number of potential income qualified households. In some cases the restricted income eligible band overlaps with more than one census income range. In those cases, the prorated share of more than one census range will be calculated. This provides an estimate of the total number of households and the percentage of households that are income eligible.

The proposed program only restricted LIHTC rents are to be set at 50 and 60 percent of the AMI. HUD establishes the maximum income level for the Subject based on household size. For demand calculation purposes, we will assume 2.0 persons per bedroom when establishing maximum income eligibility for all units. Per TDHCA, the maximum eligible income for subsidized units is the minimum eligible income for a corresponding affordable unit. The maximum and minimum eligible household income limits for the Subject's units are as follows.

INCOME LIMITS

Unit Type	Minimum Allowable Income	Maximum Allowable Income	Minimum Allowable Income	Maximum Allowable Income	Minimum Allowable Income	Maximum Allowable Income
	<i>PSH/Subsidized</i>		<i>@50%</i>		<i>@60%</i>	
1 person	\$1	\$24,527	\$24,528	\$40,900	\$31,536	\$49,080
2 person	\$1	\$26,279	\$26,280	\$46,750	\$31,536	\$56,100

Number of Appropriate Sized Senior Households

In order to determine the number of appropriate sized households for each bedroom type, we first analyze the number of total households in each income cohort at the time of market entry, as detailed in the following table.

HOUSEHOLD INCOME BY HOUSEHOLD SIZE

PMA Projected Mkt Entry October 2026					
Income Cohort	1	2	3	4	5+
\$0-9,999	1,572	341	145	157	147
\$10,000-19,999	1,375	413	162	153	42
\$20,000-29,999	1,433	468	275	243	383
\$30,000-39,999	2,064	796	204	173	259
\$40,000-49,999	1,765	930	486	227	355
\$50,000-59,999	1,727	1,100	507	198	123
\$60,000-74,999	2,034	1,949	263	318	439
\$75,000-99,999	1,853	2,598	1,569	776	426
\$100,000-124,999	1,490	2,061	1,053	518	190
\$125,000-149,999	786	1,485	684	489	184
\$150,000-199,999	611	1,593	533	366	277
\$200,000+	1,182	1,397	765	240	179
Total	17,892	15,130	6,646	3,858	3,005

Source: HISTA Data / Ribbon Demographics 2023, Novogradac, February 2024

Calculation of Individual Unit Type Demand (By Income Cohort By Household Size)

To avoid double counting, we have illustrated the potential household demand by person for each set aside. It should be noted that we have utilized the 2022 American Community Survey data, the most recent available, to estimate the prorated share of five, six, and seven-person households in Travis County. Five-person households comprise 50.5 percent of all 5+ person households, six-person households comprise 42.0 percent of all 5+ person households, and seven or more-person households comprise 7.5 percent of all 5+ person households in Travis County.

CALCULATION OF POTENTIAL HOUSEHOLD DEMAND BY INCOME COHORT BY PERSON

1 PERSON		@50%	@60%	LIHTC ONLY TOTAL	
Minimum Income Limit	1 PERSON	\$24,528	\$31,536	Eligible	Ineligible
Maximum Income Limit	Households	\$31,535	\$49,080		
\$0-\$9,999	1,572	0	0	0	1,572
\$10,000-\$19,999	1,375	0	0	0	1,375
\$20,000-\$29,999	1,433	784	0	784	649
\$30,000-\$39,999	2,064	317	1,747	2,064	0
\$40,000-\$49,999	1,765	0	1,603	1,603	162
\$50,000-\$59,999	1,727	0	0	0	1,727
\$60,000-\$74,999	2,034	0	0	0	2,034
\$75,000-\$99,999	1,853	0	0	0	1,853
\$100,000-\$124,999	1,490	0	0	0	1,490
\$125,000-\$149,999	786	0	0	0	786
\$150,000-\$199,999	611	0	0	0	611
\$200,000+	1,182	0	0	0	1,182
Subtotal	17,892	1,101	3,350	4,451	13,441

*Some numbers may appear off due to rounding

CALCULATION OF POTENTIAL HOUSEHOLD DEMAND BY INCOME COHORT BY PERSON

2 PERSON		@50%	@60%	LIHTC ONLY TOTAL	
Minimum Income Limit	2 PERSON	\$26,280	\$40,000	Eligible	Ineligible
Maximum Income Limit	Households	\$39,999	\$56,100		
\$0-\$9,999	341	0	0	0	341
\$10,000-\$19,999	413	0	0	0	413
\$20,000-\$29,999	468	174	0	174	294
\$30,000-\$39,999	796	796	0	796	0
\$40,000-\$49,999	930	0	930	930	0
\$50,000-\$59,999	1,100	0	671	671	429
\$60,000-\$74,999	1,949	0	0	0	1,949
\$75,000-\$99,999	2,598	0	0	0	2,598
\$100,000-\$124,999	2,061	0	0	0	2,061
\$125,000-\$149,999	1,485	0	0	0	1,485
\$150,000-\$199,999	1,593	0	0	0	1,593
\$200,000+	1,397	0	0	0	1,397
Subtotal	15,130	970	1,601	2,571	12,560

*Some numbers may appear off due to rounding

The following table illustrates the total income qualified households by AMI level and household size, which will be used to calculate individual capture rates.

DEMAND BY AMI LEVEL AND HOUSEHOLD SIZE

	1 Person	2 Person
@50%	1,101	970
@60%	3,350	1,601
Total LIHTC*	4,451	2,571

*Some numbers may appear off due to rounding

We made assumptions (consistent with TDHCA minimum and maximum estimates of persons per bedroom) based on the average household size in the market to estimate the distribution of households by unit type. Following are these assumptions.

HOUSEHOLD DISTRIBUTION MATRIX		
Bedrooms		
Household Size	0BR	1BR
1 person	50%	50%
2 person	0%	100%

Then we multiply the number of income eligible households by household size and bedroom type, as illustrated previously, by the estimated household distribution. The result is our calculation of demand for each bedroom type by AMI level.

CALCULATION OF GROSS DEMAND BY UNIT TYPE						
0BR @50%	1 Person	50.00%	*	1,101	=	550
	2 Person	0.00%	*	970	=	0
	Gross Demand	=				550
1BR @50%	1 Person	50.00%	*	1,101	=	550
	2 Person	100.00%	*	970	=	970
	Gross Demand	=				1,520
1BR @60%	1 Person	50.00%	*	3,350	=	1,675
	2 Person	100.00%	*	1,601	=	1,601
	Gross Demand	=				3,276

Per the TDHCA Market Study Guide, “If some households are eligible for more than one Unit Type due to overlapping eligible ranges for income or household size, Gross Demand should be adjusted to avoid including households more than once.” The following table calculates gross demand for the Subject. We have adjusted min/max incomes where necessary to avoid overlap.

GROSS DEMAND								
Minimum Income Limit Maximum Income Limit	Size-Appropriate Renter HH	Subsidized	@50%	@60%	LIHTC ONLY TOTAL		SUBSIDIZED ONLY TOTAL	
		\$1	\$24,528	\$38,501	Eligible	Ineligible	Eligible	Ineligible
		\$24,527	\$38,500	\$56,100				
\$0-\$9,999	1,435	1,913	0	0	0	1,913	1,913	0
\$10,000-\$19,999	1,308	1,788	0	0	0	1,788	1,788	0
\$20,000-\$29,999	1,262	861	1,040	0	1,040	861	861	1,040
\$30,000-\$39,999	2,010	0	2,431	428	2,860	0	0	2,860
\$40,000-\$49,999	1,889	0	0	2,695	2,695	0	0	2,695
\$50,000-\$59,999	1,912	0	0	1,102	1,102	1,725	0	2,827
\$60,000-\$74,999	2,784	0	0	0	0	3,983	0	3,983
\$75,000-\$99,999	2,733	0	0	0	0	4,451	0	4,451
\$100,000-\$124,999	1,920	0	0	0	0	3,551	0	3,551
\$125,000-\$149,999	1,167	0	0	0	0	2,271	0	2,271
\$150,000-\$199,999	1,036	0	0	0	0	2,204	0	2,204
\$200,000+	1,155	0	0	0	0	2,579	0	2,579
Subtotal	20,609	4,562	3,471	4,226	7,697	25,326	4,562	28,461

*Some numbers may appear off due to rounding

RELEVANT SUPPLY

According to TDHCA, Relevant Supply includes:

- The proposed Subject Units;
- Comparable Units in previously approved Developments in the PMA that have not achieved 90 percent occupancy for a minimum of 90 days, and;
- Proposed and Unstabilized Comparable Units that are located in close proximity to the subject PMA if they are likely to share eligible demand or if the PMAs have overlapping census tracts. (Underwriter may require Market Analyst to run a combined PMA including eligible demand and Relevant Supply from the combined census tracts; the Gross Capture Rate generated from the combined PMA must meet the feasibility criteria as defined in §11.302(i).)

We have addressed each of the Relevant Supply criteria in the following manner:

- We have included the proposed Subject units as Relevant Supply.
- As was noted previously, we reviewed the TDHCA housing list to see if there have been any recently allocated, built, or under construction TDHCA-funded properties. According to TDHCA, there have been two LIHTC allocations in the PMA since 2019.

Bridge at Turtle Creek was awarded tax credits in 2020 for the new construction of a 307-unit LIHTC multifamily development located approximately 0.5 miles southwest of the Subject. The property opened in 2022, has been utilized as a comparable in this report, and reported being 95.8 percent occupied. Additionally, management at Bridge at Turtle Creek noted that seven vacant units are pre-leased, indicating the property is 98.0 percent leased. The property offers 307 studio, one, and two-bedroom units restricted to households earning 50, 60, and 70 percent of the AMI, or less. The contact was unable to provide absorption data but noted that the property opened in October 2022 and reached a stabilized occupancy within the first eight to nine months of opening. This development will be competitive with the Subject, as proposed. However, given that this development is an existing and stabilized multifamily development, no additional units have been added to the supply.

Cobblestone Court was awarded tax credits in 2022 for the acquisition/rehabilitation of an existing 69-unit Section 8 multifamily development that was originally constructed in 1999. Post-renovation, the development will offer 68 one-bedroom units restricted to senior households earning 30, 50, and 60 percent of the AMI, or less, in addition to one non-revenue generating employee unit. Further, all 68 rental units will benefit from Project-Based Rental Assistance, where tenants will continue to

contribute 30 percent of their income towards rent. Given that this award is for the renovation of an existing and stabilized multifamily development, no additional units have been added to the supply. Further, as an age-restricted development, this development will not be competitive with the Subject, as proposed.

- We are aware of one proposed or unstabilized competitive development that is located outside of but in close proximity to the Subject's PMA that may share eligible demand or have overlapping census tracts.

The Roz was awarded tax credits in 2023 for the new construction of a 100-unit LIHTC/PBV multifamily development to be located outside of the PMA, approximately 2.2 miles northeast of the Subject. The development will offer 100 studio units restricted to households earning 30, 50, and 60 percent of the AMI, or less. Further, all 100 units will target formerly homeless households and benefit from Project-Based Vouchers, where tenants will contribute 30 percent of their income towards rent. A timeline of construction was unavailable as of the date of this report. As this development will benefit from additional subsidies and target a special needs tenancy, it will be competitive with the Subject's subsidized units, as proposed. However, the addition of these competitive units to the relevant supply would provide negligible change to our overall capture rates. As such, no additional units located outside of the PMA have been added to the supply.

INDIVIDUAL UNIT, AMGI BAND, AND GROSS CAPTURE RATES

For each unit type by number of bedrooms and AMI level, the Individual Unit Capture Rate is defined as the Relevant Supply divided by the eligible demand for that unit. TDHCA defines the AMGI Band Capture Rate as the Relevant Supply divided by the Gross Demand for each AMGI level, and total Gross Demand as the Relevant Supply divided by the Gross Demand overall. We have evaluated the AMGI Band Capture Rate and total Gross Capture Rate for the Subject, as illustrated in the following table (where appropriate). Also illustrated are the individual unit capture rates (where appropriate). It should be noted that, per TDHCA guidance, individual and AMGI band capture rates are not required for subsidized ("assisted") units.

INDIVIDUAL, AMGI BAND, AND GROSS CAPTURE RATES								
Relevant Supply								
	Subject Units	Comparable Units	Total Relevant Supply		Gross Demand	Gross Demand + External Demand*		Capture Rate
@50%								
OBR	35	0	35	/	550	606	=	5.8%
1BR	23	0	23	/	1,520	1,673	=	1.4%
AMGI Band Capture Rate	58	0	58	/	3,471	3,819	=	1.5%
@60%								
1BR	20	0	20	/	3,276	3,603	=	0.6%
AMGI Band Capture Rate	20	0	20	/	4,226	4,648	=	0.4%
GROSS DEMAND (LIHTC UNITS)								
Gross Demand	78	0	78	/	7,697	8,467	=	0.9%
GROSS DEMAND (SUBSIDIZED UNITS)								
Gross Demand	26	0	26	/	4,562	5,018	=	0.5%

*Some numbers may appear off due to rounding

Dividing the Subject's 78 total LIHTC units and zero units of competitive supply by the total demand of 8,467 households indicates a total gross capture rate of 0.9 percent for the LIHTC units, 90 percent of which is drawing from the PMA and 10 percent of which is drawing from outside the PMA, per TDHCA guidelines. The total Gross Capture Rate and all AMGI Band Capture Rate are below 30 percent, while all of the individual unit capture rates are below 65 percent or less; as such, all of the Subject's capture rates are below the TDHCA thresholds for Supportive Housing developments.

Demand Analysis Conclusions

The Demand Analysis illustrates demand for the Subject based on capture rates of size and income eligible households. When viewing total eligible households for the Subject's LIHTC units, the calculation illustrates an overall gross capture rate of 0.9 percent for all LIHTC units. This capture rate is considered excellent and is indicative of strong demand for the Subject's units. Further, all of the Subject's capture rates are below the TDHCA thresholds.

VII. EFFECTIVE GROSS INCOME ANALYSIS

EFFECTIVE GROSS INCOME ANALYSIS

POTENTIAL GROSS INCOME

In our search for properties comparable to the Subject, we concentrated on obtaining information on those projects considered similar to the Subject improvements on the basis of location, size, age, condition, design, quality of construction and overall appeal. In our previous comparable property analysis, we provided the results of our research regarding properties considered generally comparable or similar to the Subject.

The potential gross income of the Subject is the total annual income capable of being generated by all sources, including rental revenue and other income sources. The Subject's potential rental income is based upon the achievable LIHTC rents, as derived in the Reasonableness of Rents Section of this report, and are in line with the developer's proposed rents, as well as the proposed contract rents for the PSH units. The Subject's potential rental income is calculated as follows.

POTENTIAL GROSS INCOME (AS PROPOSED)

Unit Type	Program	# Units	Square Feet	Achievable/Contract Rent*	Monthly Gross Rent	Annual Gross Rent
OBR/1BA	@30% (PSH)	12	450	\$1,519	\$18,228	\$218,736
OBR/1BA	@50%	35	450	\$934	\$32,690	\$392,280
OBR/1BA	@50% (PSH)	5	450	\$1,519	\$7,595	\$91,140
1BR/1BA	@30% (PSH)	9	607	\$1,635	\$14,715	\$176,580
1BR/1BA	@50%	23	607	\$994	\$22,862	\$274,344
1BR/1BA	@60%	20	607	\$1,213	\$24,260	\$291,120
Total		104			\$120,350	\$1,444,200

*Assumed to be in line with the current Fair Market Rents for the area

Other Income

Other income typically includes revenue generated for laundry fees, vending, late fees, utility reimbursements, damages and cleaning fees, etc. We have estimated other income to be \$250 per unit annually, which appears reasonable.

Vacancy and Collection Loss

In developing an income forecast, a prudent investor would typically include a minimum vacancy and collection loss factor, typically three to seven percent. As previously discussed, we concluded to a vacancy factor of less than five percent in our analysis, which reflects physical and economic vacancy. We have concluded to a total vacancy loss of 5.0 percent or less, which includes 3.0 percent vacancy and 2.0 percent collection loss.

EFFECTIVE GROSS INCOME

Provided below is a summary of Novogradac's estimate of Effective Gross Income for the Subject, which is projected to be \$1,396,690 in the first year of stabilization.

SUMMARY OF EFFECTIVE GROSS INCOME

Operating Revenues	Number of Units	Per Unit	Total Amount
Total Potential Rental Income	104	\$13,887	\$1,444,200
Other Income		\$250	\$26,000
Total Potential Revenues		\$14,137	\$1,470,200
Vacancy			(\$73,510)
Vacancy Percentage			-5.0%
Effective Gross Income		\$13,430	\$1,396,690

VIII. CONCLUSIONS

CONCLUSIONS

- The Subject property is a proposed new construction Low Income Housing Tax Credit (LIHTC) multifamily development to be located at 400 West Stassney Lane, in Austin, Travis County, Texas 78745. The site is currently improved with two existing single-family homes that will be razed prior to construction of the Subject. The Subject site consists of three contiguous parcels, identified by the Travis County Assessor's Office as parcel numbers 325142, 325140, and 325141. The Subject site is located in Census Tract 484530024.44, which is not a 2024 Qualified Census Tract. The Subject site is accessible from the northeast side of West Stassney Lane and the northwest side of Humming Bird Lane. The Subject's units will be contained in one four-story elevator-serviced lowrise residential building. The following table details the proposed unit mix, unit sizes, and the proposed rents. It should be noted that, according to the client, the developer anticipates securing subsidy for 26 units. However, the source of the subsidy was unavailable as of the date of this report. As such, we have assumed that the Subject will collect contract rents in line with the current Fair Market Rents for the area.

PROPOSED RENTS

Unit Type	Unit Size (SF)	# Units	Asking Rent	Utility Allowance*	Gross Rent	2023 LIHTC Maximum Allowable Gross Rent	Proposed Net Contract Rent***
@30% (PSH)**							
OBR/1BA	450	12	\$525	\$88	\$613	\$613	\$1,519
1BR/1BA	607	9	\$556	\$101	\$657	\$657	\$1,635
@50% (PSH)**							
OBR/1BA	450	5	\$934	\$88	\$1,022	\$1,022	\$1,519
@50%							
OBR/1BA	450	35	\$934	\$88	\$1,022	\$1,022	N/A
1BR/1BA	607	23	\$994	\$101	\$1,095	\$1,095	N/A
@60%							
1BR/1BA	607	20	\$1,213	\$101	\$1,314	\$1,314	N/A
Total		104					

*Source of Utility Allowance provided by the client

**Tenants contribute 30 percent of their income towards rent

***Assumed to be in line with the current Fair Market Rents for the area

The Subject is a proposed LIHTC/PSH multifamily development that will offer a total of 104 units. The Subject's proposed 30, 50, and 60 percent AMI rents are set at the 2023 maximum allowable levels. Further, 26 units will operate as Permanent Supportive Housing units and will target households at risk of homelessness. These units will benefit from project-based subsidy, where tenants will contribute 30 percent of their income towards rent. With consideration given to the target population, the demographic trends, and the occupancy rates reported among the comparable properties, the Subject's unit mix is appropriate and market oriented.

- Provided below is a summary of the 30, 50, and 60 percent AMI level rental analysis. The following tables detail the comparable and achievable LIHTC rents.

LIHTC RENT COMPARISON @30%, @50%, AND @60%

Property Name	County	OBR	1BR	Max Rent?
Bailey at Stassney (@30%)	Travis	\$525	\$556	Yes
Bailey at Stassney (@50%)	Travis	\$934	\$994	Yes
Bailey at Stassney (@60%)	Travis	-	\$1,213	Yes
LIHTC Maximum Rent (Net) (@30%)	Travis	\$525	\$556	
LIHTC Maximum Rent (Net) (@50%)	Travis	\$934	\$994	
LIHTC Maximum Rent (Net) (@60%)	Travis	\$1,139	\$1,213	
Bridge at Turtle Creek (@50%)	Travis	\$863	-	Yes
Bridge at Turtle Creek (@60%)	Travis	\$1,068	\$1,146	Yes
SoCo Park Apartment Homes (@60%)	Travis	-	\$1,183	Yes
Urban Oaks Apartments (@60%)	Travis	-	\$1,074	No; @2022 Max
West Gate Ridge (@60%)	Travis	-	\$1,143	Yes
William Cannon Apartment Homes (@60%)*	Travis	-	\$1,139	Yes
Average (@30%)		-	-	
Average (@50%)		\$863	-	
Average (@60%)		\$1,068	\$1,137	
Achievable LIHTC Rent (@30%)		\$525	\$556	Yes
Achievable LIHTC Rent (@50%)		\$934	\$994	Yes
Achievable LIHTC Rent (@60%)		-	\$1,213	Yes

*Located outside PMA

Four of the five LIHTC comparables reported achieving rents at the 2023 maximum allowable levels. It should be noted that some adjusted rents appear to be below or above maximum allowable levels, which is attributed to a differing utility allowance. The LIHTC comparables reported vacancy rates ranging from 1.4 to 4.2 percent, with an average of 2.8 percent. Additionally, management at Bridge at Turtle Creek reported that seven vacant units are pre-leased, indicating the property is 98.0 percent leased. Three of the LIHTC comparables reported maintaining a waiting list. The Subject will offer slightly smaller to similar unit sizes, slightly inferior in-unit amenities, and inferior to similar common area amenities relative to the LIHTC comparables. The LIHTC comparables were constructed between 2003 and 2022 and exhibit average to excellent condition, inferior to similar to the Subject upon completion. Given the Subject's overall comparison to the comparables, 2023 maximum allowable rents reported at the majority of the LIHTC comparables and generally low vacancy rates, we believe the Subject would be able to achieve 2023 maximum allowable rents at the 30, 50, and 60 percent AMI levels, which are in line with the developer's proposed rents.

- The Subject's proposed LIHTC rental rates are below the achievable market rates for the PMA. The following tables show the rent comparison for achievable market rents at comparable properties and the proposed rents the Subject.

SUBJECT COMPARISON TO MARKET RENTS

Unit Type	Rent Level	Square Feet	Achievable LIHTC Rent	Adjusted Min	Adjusted Max	Adjusted Average	Achievable Market Rent	Subject Rent Advantage
OBR/1BA	@30% (PSH)	450	\$525	\$1,413	\$1,532	\$1,473	\$1,475	64%
OBR/1BA	@50%	450	\$934	\$1,413	\$1,532	\$1,473	\$1,475	37%
OBR/1BA	@50% (PSH)	450	\$934	\$1,413	\$1,532	\$1,473	\$1,475	37%
1BR/1BA	@30% (PSH)	607	\$556	\$1,884	\$1,993	\$1,937	\$1,935	71%
1BR/1BA	@50%	607	\$994	\$1,884	\$1,993	\$1,937	\$1,935	49%
1BR/1BA	@60%	607	\$1,213	\$1,884	\$1,993	\$1,937	\$1,935	37%

The Subject will be in excellent condition as a newly constructed property, similar to superior to the comparables. The Subject will offer an inferior to slightly inferior in-unit and property amenities package, and a similar location when compared to the existing market rate developments. The adjusted rents of all comparables were given consideration in our determination of achievable market rents. Overall, the Subject's proposed LIHTC rents range from 37 to 71 percent lower than Novoco's estimated achievable market rents.

It should be noted that the bulk of the adjustments made in the preceding tables were for utility structures, and adjustments as a result of utility structure are not considered true rental adjustments, as they are simply a way to equalize the asking rents of the comparables for utilities, so there is a true apples to apples comparison with the Subject in terms of total shelter cost. Further, there is limited subjectivity when making these adjustments, given that they are based on a published utility allowance schedule, local to the Subject's market. None of the comparables were adjusted by more than 25 percent in the studio or one-bedroom grids. Two of the comparables in the one-bedroom grid were adjusted by more than 15 percent; however, both of these comparables exhibit good condition and upward adjustments for condition were warranted. None of the comparables were adjusted by more than 15 percent in the studio grid.

- Provided below is a summary of Novogradac's estimate of Effective Gross Income for the Subject, which is projected to be \$1,396,690 in the first year of stabilization.

SUMMARY OF EFFECTIVE GROSS INCOME

Operating Revenues	Number of Units	Per Unit	Total Amount
Total Potential Rental Income	104	\$13,887	\$1,444,200
Other Income		\$250	\$26,000
Total Potential Revenues		\$14,137	\$1,470,200
Vacancy			(\$73,510)
Vacancy Percentage			-5.0%
Effective Gross Income		\$13,430	\$1,396,690

- TDHCA defines the Gross Capture Rate as the Relevant Supply divided by the Gross Demand. We have evaluated the Gross Capture Rate for the Subject as a whole and by number of bedrooms and rent restriction categories, as illustrated in the following tables. Also illustrated are the individual unit capture rates.

INDIVIDUAL, AMGI BAND, AND GROSS CAPTURE RATES								
	Relevant Supply		Total Relevant Supply	Gross Demand	Gross Demand + External Demand*	Capture Rate		
	Subject Units	Comparable Units						
@50%								
OBR	35	0	35	/	550	606	=	5.8%
1BR	23	0	23	/	1,520	1,673	=	1.4%
AMGI Band Capture Rate	58	0	58	/	3,471	3,819	=	1.5%
@60%								
1BR	20	0	20	/	3,276	3,603	=	0.6%
AMGI Band Capture Rate	20	0	20	/	4,226	4,648	=	0.4%
GROSS DEMAND (LIHTC UNITS)								
Gross Demand	78	0	78	/	7,697	8,467	=	0.9%
GROSS DEMAND (SUBSIDIZED UNITS)								
Gross Demand	26	0	26	/	4,562	5,018	=	0.5%

*Some numbers may appear off due to rounding

Dividing the Subject's 78 total LIHTC units and zero units of competitive supply by the total demand of 8,467 households indicates a total gross capture rate of 0.9 percent for the LIHTC units, 90 percent of which is drawing from the PMA and 10 percent of which is drawing from outside the PMA, per TDHCA guidelines. The total Gross Capture Rate and all AMGI Band Capture Rate are below 30 percent, while all of the individual unit capture rates are below 65 percent or less; as such, all of the Subject's capture rates are below the TDHCA thresholds for Supportive Housing developments.

- The Subject will be the new construction of a 104-unit LIHTC/PSH multifamily development. All of the Subject's units will be restricted to households earning 30, 50, and 60 percent of the AMI, or less. Further, 26 units will operate as Permanent Supportive Housing units and will target households at risk of homelessness. These units will benefit from project-based subsidy, where tenants will contribute 30 percent of their income towards rent. The Subject will not suffer from functional or physical obsolescence and will provide good utility for its intended use.
- We obtained absorption data from 12 properties, located between 2.1 and 5.0 miles from the Subject site. These properties reported absorption rates ranging from nine to 47 units per month, with an overall average of 25 units per month. Overall, we expect the proposed Subject will experience an absorption rate of 25 units per month. This equates to an absorption period of approximately four months to reach a stabilized occupancy rate of 95 percent.

ADDENDUM A

Certification

CERTIFICATION

The undersigned hereby certify that:

We have no present or contemplated future interest in the real estate that is the subject of this market study; the opinions expressed in this report are not based in whole or part upon race, color, or national origin of the current/prospective owners or occupants; We have no personal interest or bias with respect to the subject matter of this market study report or the parties involved.

Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event; The assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

This consulting report sets forth all of the limiting conditions (imposed by the terms of this assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report; our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

Raquel GuerraGaldamez has personally inspected the Subject property. Ryan Browder and Sophia Bourne provided much of the research in this report and Rebecca S. Arthur, MAI, has reviewed all of the comparable market data, provided oversight and completed the final review of this Market Study. All referenced parties are competent to perform such analyses.

Novogradac certifies it is in good standing with the State of Texas as evidenced by being an approved service provider by the TDHCA.



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Partner
Rebecca.Arthur@novoco.com
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Sophia Bourne
Analyst
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858.736.7507



Ryan Browder
Manager
Ryan.Browder@novoco.com
469.329.5216



Raquel GuerraGaldamez
Junior Analyst

ADDENDUM B

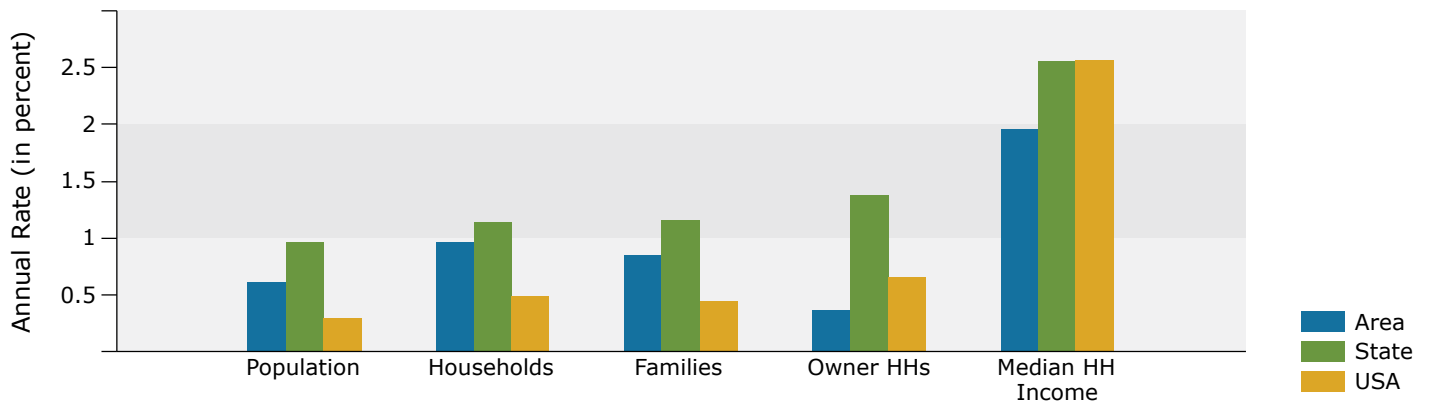
Demographic Reports

Summary	Census 2010		Census 2020		2023	2028				
Population	86,523		94,021		95,770	98,714				
Households	37,740		43,228		45,093	47,292				
Families	18,234		-		19,840	20,695				
Average Household Size	2.25		2.07		2.03	2.00				
Owner Occupied Housing Units	16,157		-		18,617	18,968				
Renter Occupied Housing Units	21,583		-		26,476	28,324				
Median Age	32.3		-		35.3	35.8				
Trends: 2023-2028 Annual Rate		Area		State		National				
Population	0.61%		0.97%		0.30%					
Households	0.96%		1.15%		0.49%					
Families	0.85%		1.16%		0.44%					
Owner HHs	0.37%		1.38%		0.66%					
Median Household Income	1.96%		2.56%		2.57%					
Households by Income			2023		2028					
			Number	Percent	Number	Percent				
	<\$15,000		3,140	7.0%	2,795	5.9%				
	\$15,000 - \$24,999		2,648	5.9%	2,115	4.5%				
	\$25,000 - \$34,999		3,091	6.9%	2,704	5.7%				
	\$35,000 - \$49,999		5,936	13.2%	5,499	11.6%				
	\$50,000 - \$74,999		7,342	16.3%	7,380	15.6%				
	\$75,000 - \$99,999		6,767	15.0%	7,406	15.7%				
	\$100,000 - \$149,999		8,377	18.6%	9,600	20.3%				
	\$150,000 - \$199,999		3,553	7.9%	4,697	9.9%				
\$200,000+		4,240	9.4%	5,098	10.8%					
Median Household Income			\$76,066		\$83,835					
Average Household Income			\$103,969		\$117,582					
Per Capita Income			\$49,067		\$56,442					
Population by Age	Census 2010		2023		2028					
	Number	Percent	Number	Percent	Number	Percent				
	0 - 4	5,623	6.5%	5,112	5.3%	5,376	5.4%			
	5 - 9	4,623	5.3%	4,864	5.1%	4,787	4.8%			
	10 - 14	4,017	4.6%	4,688	4.9%	4,657	4.7%			
	15 - 19	5,059	5.8%	5,417	5.7%	5,524	5.6%			
	20 - 24	8,970	10.4%	7,639	8.0%	8,706	8.8%			
	25 - 34	19,978	23.1%	19,731	20.6%	18,906	19.2%			
	35 - 44	12,635	14.6%	16,207	16.9%	15,978	16.2%			
	45 - 54	10,467	12.1%	11,062	11.6%	12,555	12.7%			
	55 - 64	8,235	9.5%	9,448	9.9%	9,200	9.3%			
	65 - 74	3,898	4.5%	7,246	7.6%	7,517	7.6%			
	75 - 84	2,167	2.5%	3,205	3.3%	4,116	4.2%			
	85+	851	1.0%	1,151	1.2%	1,393	1.4%			
	Race and Ethnicity	Census 2010		Census 2020		2023		2028		
Number		Percent	Number	Percent	Number	Percent	Number	Percent		
White Alone		62,646	72.4%	56,808	60.4%	56,544	59.0%	55,866	56.6%	
Black Alone		4,219	4.9%	4,370	4.6%	4,678	4.9%	5,171	5.2%	
American Indian Alone		930	1.1%	1,056	1.1%	1,097	1.1%	1,203	1.2%	
Asian Alone		1,849	2.1%	3,569	3.8%	4,064	4.2%	4,810	4.9%	
Pacific Islander Alone		49	0.1%	74	0.1%	73	0.1%	76	0.1%	
Some Other Race Alone		13,485	15.6%	11,228	11.9%	11,671	12.2%	12,470	12.6%	
Two or More Races		3,344	3.9%	16,916	18.0%	17,642	18.4%	19,118	19.4%	
Hispanic Origin (Any Race)		36,497	42.2%	34,220	36.4%	35,457	37.0%	37,122	37.6%	

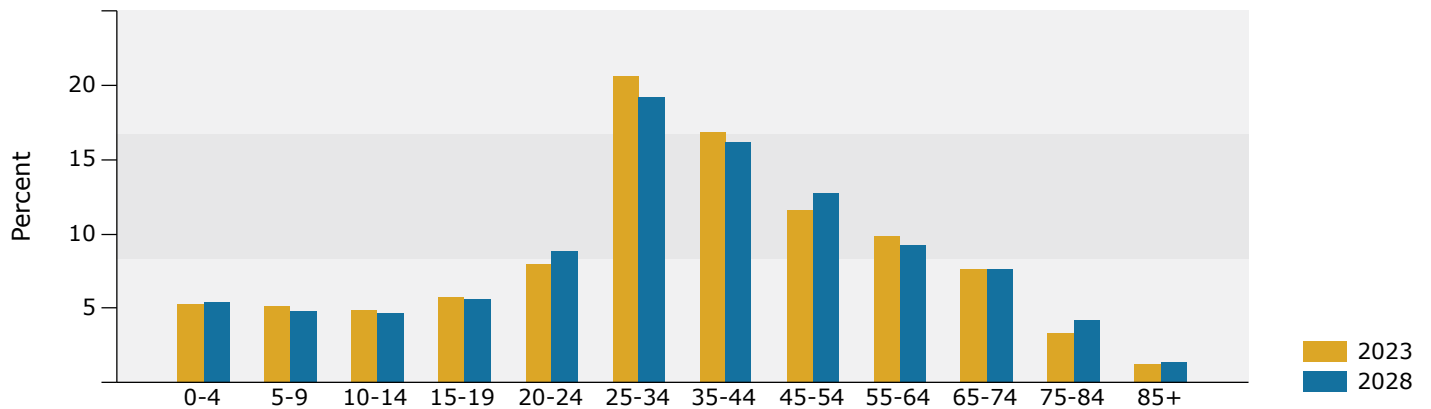
Data Note: Income is expressed in current dollars.

Source: Esri forecasts for 2023 and 2028. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

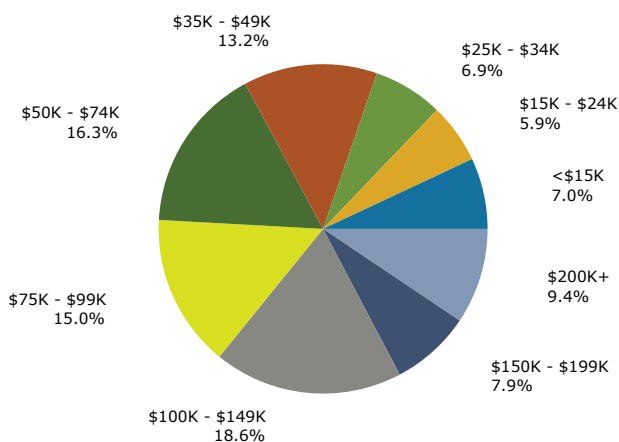
Trends 2023-2028



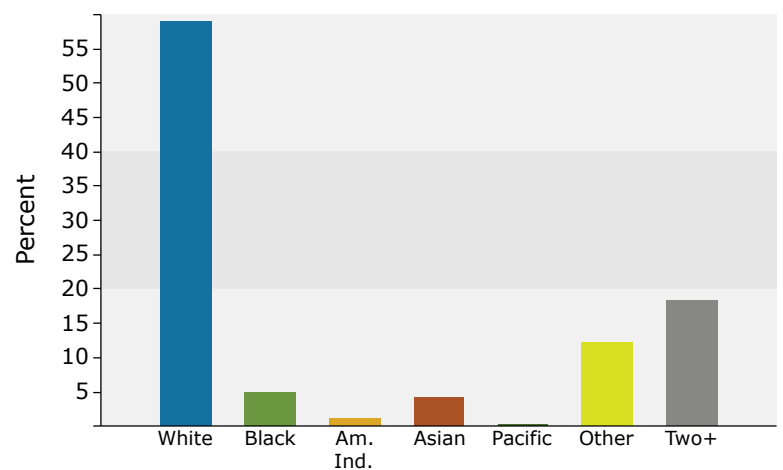
Population by Age



2023 Household Income



2023 Population by Race



2023 Percent Hispanic Origin:37.0%

ADDENDUM C
Subject Property Photographs

Photographs of Subject Site and Street Views



View of Subject site



View of existing improvements (to be demolished) on Subject site



View of Subject site



View of Subject site



View of Subject site



View of Subject site



View along West Stassney Lane facing southeast



View along West Stassney Lane facing northwest



Under Construction owner-occupied condominium complex (Hummingbird Flats) to the east



Owner-occupied townhomes to the south



View from Subject site facing south



Commercial/retail uses to the west



Typical single-family home in Subject's neighborhood



Typical single-family home in Subject's neighborhood



Typical single-family home in Subject's neighborhood



Typical single-family home in Subject's neighborhood



Typical single-family home in Subject's neighborhood



Typical single-family home in Subject's neighborhood



Typical commercial/retail in Subject's neighborhood



Typical commercial/retail in Subject's neighborhood



Typical commercial/retail in Subject's neighborhood



Typical commercial/retail in Subject's neighborhood



Typical commercial/retail in Subject's neighborhood



Health center in Subject's neighborhood

ADDENDUM D

Qualifications of Consultants

STATEMENT OF PROFESSIONAL QUALIFICATIONS
REBECCA S. ARTHUR, MAI

I. Education

University of Nebraska, Lincoln, Nebraska
Bachelor of Science in Business Administration – Finance

Appraisal Institute
Designated Member (MAI)

II. Licensing and Professional Affiliation

Member of Kansas Housing Association
Board of Directors; 2017 – Present
Vice President - Board of Directors; 2017 - 2021
Designated Member of the Appraisal Institute (MAI)
Kansas City Chapter of the Appraisal Institute Board of Directors: 2013 – 2014
National Council of Housing Market Analysts (NCHMA) – Member in Good Standing
Member of Texas Association of Affordable Housing Providers
Member of Women's Affordable Housing Network (WAHN)

State of Arkansas Certified General Real Estate Appraiser No. CG2682
State of Arizona Certified General Real Estate Appraiser No. 31992
State of California Certified General Real Estate Appraiser No. AG041010
State of Connecticut Certified General Real Estate Appraiser No. RCG.0001770
State of Delaware Certified General Real Estate Appraiser No. X1-0010790
State of Georgia Certified General Real Estate Appraiser No. CG416465
State of Hawaii Certified General Real Estate Appraiser No. CGA-1047
State of Iowa Certified General Real Estate Appraiser No. CG03200
State of Indiana Certified General Real Estate Appraiser No. CG41300037
State of Kansas Certified General Real Estate Appraiser No. G-2153
State of Louisiana Certified General Real Estate Appraiser No. 4018
State of Massachusetts Certified General Real Estate Appraiser No. 1000327-RA-CG
State of Maryland Certified General Real Estate Appraiser No. 35109
State of Michigan Certified General Real Estate Appraiser No. 1205074011
State of Minnesota Certified General Real Estate Appraiser No. 40219655
State of Missouri Certified General Real Estate Appraiser No. 2004035401
State of New Jersey Certified General Real Estate Appraiser No. 42RG00289900
State of New York Certified General Real Estate Appraiser No. 46000053039
State of North Carolina Certified General Real Estate Appraiser No. A8713
State of Oklahoma Certified General Real Estate Appraiser No. 13563CGA
State of Rhode Island Certified General Real Estate Appraiser No. CGA.0020164
State of South Carolina Certified General Real Estate Appraiser No. 8417
State of Tennessee Certified General Real Estate Appraiser No. 6399
State of Texas Certified General Real Estate Appraiser No. TX-1338818-G
State of Virginia Certified General Real Estate Appraiser No. 4001018566
State of Washington Certified General Real Estate Appraiser No. 23001712

III. Professional Experience

Partner, Novogradac & Company LLP
Principal, Novogradac & Company LLP
Manager, Novogradac & Company LLP
Real Estate Analyst, Novogradac & Company LLP
Corporate Financial Analyst, Deloitte LLP

IV. Professional Training

RAD and HUD related seminars
Various Continuing Education Classes as required by appraisal licensing, ongoing
NCHMA Seminars
Uniform Standards of Professional Appraisal Practice
Forecasting Revenue
Discounted Cash Flow Model
Business Practices and Ethics
Biases in Appraising
HUD MAP Training – Ongoing
The Appraiser as an Expert Witness: Preparation & Testimony
How to Analyze and Value Income Properties
Appraising Apartments – The Basics
HUD MAP Third Party Tune-Up Workshop
HUD MAP Third Party Valuation Training
HUD LEAN Third Party Training
National Uniform Standards of Professional Appraisal Practice
MAI Comprehensive Four Part Exam
Report Writing & Valuation Analysis
Advanced Applications
Highest and Best Use and Market Analysis
HUD MAP – Valuation Advance MAP Training
Advanced Sales Comparison and Cost Approaches
Advanced Income Capitalization
Basic Income Capitalization
Appraisal Procedures
Appraisal Principals

IV. Real Estate Assignments

A representative sample of Valuation or Consulting Engagements includes:

- In general, have managed and conducted numerous market analyses and appraisals for various types of commercial real estate since 2001, with an emphasis on multifamily housing and land.
- Have managed and conducted numerous market and feasibility studies for multifamily housing. Properties types include Section 42 Low Income Housing Tax Credit (LIHTC) Properties, Public Housing for RAD conversion, Section 18 disposition, Section 8, USDA and/or conventional. Local housing authorities, developers, syndicators, HUD and lenders have used these studies to assist in the financial underwriting and design of multifamily properties. Analysis typically includes; unit mix determination, demand projections, rental rate analysis, competitive property surveying, and overall market analysis. The Subjects include both new construction and rehabilitation properties in both rural and metro regions throughout the United States and its territories.
- Have managed and conducted numerous appraisals of multifamily housing. Appraisal assignments typically involved determining the as is, as if complete and the as if complete and stabilized values. Additionally, encumbered LIHTC and unencumbered values were typically derived. The three traditional approaches to value are developed with special methodologies included to value tax credit equity, below market financing and PILOT agreements.
- Completed numerous appraisals of public housing properties for RAD conversion, Section 18 disposition, and/or LIHTC application of housing authority owned properties.

- Performed market studies and appraisals of proposed new construction and existing properties under the HUD Multifamily Accelerated Processing (MAP) program. These reports meet the requirements outlined in HUD Handbook 4465.1 and Chapter 7 of the HUD MAP Guide for 221(d)(4) and 223(f) programs, as well as the LIHTC PILOT Program.
- Performed numerous market study/appraisals assignments for USDA RD properties in several states in conjunction with acquisition rehabilitation redevelopments. Documents are used by states, FannieMae, USDA, and the developer in the underwriting process. Market studies are compliant to State, FannieMae, and USDA requirements. Appraisals are compliant to FannieMae and USDA HB-1-3560 Chapter 7 and Attachments.
- Completed numerous FannieMae and FreddieMac appraisals of affordable and market rate multi-family properties for DUS Lenders.
- Managed and completed numerous Section 8 Rent Comparability Studies in accordance with HUD's Section 8 Renewal Policy and Chapter 9 for various property owners and local housing authorities.
- Managed and conducted various City and County-wide Housing Needs Assessments in order to determine the characteristics of existing housing, as well as determine the need for additional housing within designated areas.
- Performed numerous valuations of the General and/or Limited Partnership Interest in a real estate transaction, as well as LIHTC Year 15 valuation analysis.
- Performs valuations of solar panels, wind turbines and other renewable energy installations in connection with financing and structuring analyses performed by various clients.

V. Speaking Engagements

A representative sample of industry speaking engagements follows:

- Novogradac & Company LLP: RAD Conferences, LIHTC, Developer and Bond Conferences
- Institute for Professional Education and Development (IPED): LIHTC and Year 15 Seminars
- Institute for Responsible Housing Preservation (IRHP): Annual Meetings
- Western FHA Mortgage Lenders Conference: Annual Meetings
- Midwest FHA Mortgage Lenders Conference: Annual Meetings
- Southwest FHA Mortgage Association Lenders Conference: Annual Meetings
- National Council of Housing Market Analysts (NCHMA): Seminars and Workshops
- National Council of State Housing Agencies: Housing Credit Connect Conferences
- National Leased Housing Association: Annual Meeting
- Nebraska's County Assessors: Annual Meeting
- AHF Live! Affordable Housing Finance Magazine Annual Conference
- Missouri Workforce Housing (MOWHA) Annual Conference
- Ohio Housing Council Symposium
- Kansas Housing Conference
- California Council for Affordable Housing (CCAH) Meetings

VI. Industry Engagements

- Novogradac & Company LLP – Chairperson of Annual RAD Conference
- Novogradac & Company LLP – Chairperson of Annual Affordable Housing LIHTC and Bond Developer and Investor Conference

STATEMENT OF PROFESSIONAL QUALIFICATIONS

RYAN BROWDER

I. EDUCATION

Baylor University, Waco, Texas

Bachelor of Business Administration, Finance, 2014

II. PROFESSIONAL EXPERIENCE

Manager – Novogradac & Company LLP, *December 2021 to Present*

Real Estate Analyst – Novogradac & Company LLP, *December 2016 to December 2021*

III. PROFESSIONAL TRAINING

Texas Appraiser Trainee License: TX 1343826

Basic Appraisal Principles

Basic Appraisal Procedures

National USPAP Course

IV. REAL ESTATE ASSIGNMENTS

A representative sample of Due Diligence, Consulting, or Valuation Engagements includes:

- Prepared market studies for proposed Low-Income Housing Tax Credit, market rate, HOME financed, USDA Rural Development, and HUD subsidized properties, on a national basis. Analysis includes property screenings, market analysis, comparable rent surveys, demand analysis based on the number of income qualified renters in each market, and supply analysis. Property types include proposed multifamily, senior independent living, large family, and acquisition with rehabilitation.
- Assisted in the preparation of Rent Comparability Studies for expiring Section 8 contracts and USDA contracts for subsidized properties located throughout the United States. Engagements included interviewing potentially comparable properties, and the analyses of collected data including adjustments to comparable data to determine appropriate adjusted market rents using HUD form 92273.

- Assisted in various types of appraisals of proposed new construction, rehabilitation, and existing properties. Analysis includes property screenings, valuation analysis, capitalization rate analysis, rent comparability studies, expense comparability analysis, determination of market rents, and general market analysis. Appraisals assisted on have included Freddie Mac, Fannie Mae, HUD Multifamily Accelerated Processing (MAP), among others.
- Researched and analyzed local and national economy and economic indicators for specific projects throughout the United States. Research included employment industries analysis, employment historical trends and future outlook, and demographic analysis.
- Examined local and national housing market statistical trends and potential outlook in order to determine sufficient demand for specific projects through the United States.

STATEMENT OF PROFESSIONAL QUALIFICATIONS

SOPHIA BOURNE

I. EDUCATION

Texas Christian University

Bachelors of Business Administration, Finance with a Real Estate Emphasis, *2020*

II. PROFESSIONAL EXPERIENCE

Novogradac Consulting

Analyst, *December 2021 to Present*

Junior Analyst, *January 2020 to December 2021*

III. REAL ESTATE ASSIGNMENTS

A representative sample of Due Diligence, Consulting, or Valuation Engagements includes:

- Prepared market studies for proposed Low-Income Housing Tax Credit, market rate, HOME financed, USDA Rural Development, and HUD subsidized properties, on a national basis. Analysis includes property screenings, market analysis, comparable rent surveys, demand analysis based on the number of income qualified renters in each market, and supply analysis. Property types include proposed multifamily, senior independent living, large family, and acquisition with rehabilitation.
- Assisted in the preparation of Rent Comparability Studies for expiring Section 8 contracts and USDA contracts for subsidized properties located throughout the United States. Engagements included interviewing potentially comparable properties, and the analyses of collected data including adjustments to comparable data to determine appropriate adjusted market rents using HUD form 92273.
- Researched and analyzed local and national economy and economic indicators for specific projects throughout the United States. Research included employment industries analysis, employment historical trends and future outlook, and demographic analysis.
- Examined local and national housing market statistical trends and potential outlook in order to determine sufficient demand for specific projects through the United States.

ADDENDUM E

Data Sources

DATA SOURCES

Sources used in this study include data that is both written and oral, published and unpublished, and proprietary and non-proprietary. Real estate developers, housing officials, local housing and planning authority employees, property managers and other housing industry participants were interviewed. In addition, we conducted a survey of existing, comparable properties.

This report incorporates published data supplied by various agencies and organizations including:

- U.S. Census Bureau
- Bureau of Labor Statistics
- Bureau of Justice Statistics
- City of Austin
- Travis County
- Housing Authority of the City of Austin
- ESRI Demographics
- Ribbon Demographics
- Department of Housing and Urban Development (HUD)
- TDHCA 2024 Market Study Requirements
- TDHCA List of Funded Projects
- www.realtytrac.com
- CoStar

ADDENDUM F
NCHMA Certification & Checklist

Certificate of Professional Designation

This certificate verifies that

Rebecca Sue Arthur
Novogradac & Company LLP

Has completed NCHMA's Professional Designation Requirements
and is hence an approved member in good standing of:



National Council of Housing Market Analysts
1400 16th St. NW
Suite 420
Washington, DC 20036
202-939-1750

Membership Term
1/1/2024 to 12/31/2024



Kaitlyn Snyder
Managing Director, NCHMA



NCHMA MEMBER CERTIFICATION

This market study has been prepared by **Novogradac & Company** doing business under the brand name **Novogradac Consulting ("Novogradac")**, a member in good standing of the National Council of Housing Market Analysts (NCHMA). This study has been prepared in conformance with the standards adopted by NCHMA for the market analysts' industry. These standards include the *Standard Definitions of Key Terms Used in Market Studies*, and *Model Content Standards for the Content of Market Studies*. These Standards are designed to enhance the quality of market studies and to make them easier to prepare, understand, and use by market analysts and by the end users. These Standards are voluntary only, and no legal responsibility regarding their use is assumed by the National Council of Housing Market Analysts.

Novogradac is duly qualified and experienced in providing market analysis for Affordable Housing. The company's principals participate in the National Council of Housing Market Analysts (NCHMA) educational and information sharing programs to maintain the highest professional standards and state-of-the-art knowledge. **Novogradac** is an independent market analyst. No partner or employee of **Novogradac** has any financial interest whatsoever in the development for which this analysis has been undertaken.

A handwritten signature in black ink, reading "Rebecca S. Arthur".

Rebecca S. Arthur, MAI
Partner
Novogradac
March 20, 2024

NCHMA Market Study Index

Introduction: Members of the National Council of Housing Market Analysts provide the following checklist referencing various components necessary to conduct a comprehensive market study for rental housing. By completing the following checklist, the NCHMA Analyst certifies that he or she has performed all necessary work to support the conclusions included within the comprehensive market study. By completion of this checklist, the analyst asserts that he/she has completed all required items per section.

		Section
Executive Summary		
1	Executive Summary	Section I
Scope of Work		
2	Scope of Work	Transmittal
Project Description		
3	Unit mix including bedrooms, bathrooms, square footage, rents, and income Targeting	Section III
4	Utilities (and utility sources) included in rent	Section III
5	Target market/population description	Section III
6	Project description including unit features and community amenities	Section III
7	Date of construction/preliminary completion	Section III
8	If rehabilitation, scope of work, existing rents, and existing vacancies	N/Ap
Location		
9	Concise description of the site and adjacent parcels	Section III
10	Site photos/maps	Section III
11	Map of community services	Section IV
12	Site evaluation/neighborhood including visibility, accessibility, and crime	Section IV
Market Area		
13	PMA description	Section IV
14	PMA Map	Section IV
Employment and Economy		
15	At-Place employment trends	Section IV
16	Employment by sector	Section IV
17	Unemployment rates	Section IV
18	Area major employers/employment centers and proximity to site	Section IV
19	Recent or planned employment expansions/reductions	Section IV
Demographic Characteristics		
20	Population and household estimates and projections	Section IV
21	Area building permits	Section IV
22	Population and household characteristics including income, tenure, and size	Section IV
23	For senior or special needs projects, provide data specific to target market	Section IV
Competitive Environment		
24	Comparable property profiles and photos	Section V
25	Map of comparable properties	Section V
26	Existing rental housing evaluation including vacancy and rents	Section V
27	Comparison of subject property to comparable properties	Section V
28	Discussion of availability and cost of other affordable housing options including homeownership, if applicable	Section V
29	Rental communities under construction, approved, or proposed	Section V
30	For senior or special needs populations, provide data specific to target market	Section V

NCHMA Market Study Index

Introduction: Members of the National Council of Housing Market Analysts provide the following checklist referencing various components necessary to conduct a comprehensive market study for rental housing. By completing the following checklist, the NCHMA Analyst certifies that he or she has performed all necessary work to support the conclusions included within the comprehensive market study. By completion of this checklist, the analyst asserts that he/she has completed all required items per section.

		Section
Affordability, Demand, and Penetration Rate Analysis		
31	Estimate of demand	Section VI
32	Affordability analysis with capture rate	Section VI
33	Penetration rate analysis with capture rate	Section VI
Analysis/Conclusions		
34	Absorption rate and estimated stabilized occupancy for subject	Section V
35	Evaluation of proposed rent levels including estimate of market/achievable rents.	Section V
36	Precise statement of key conclusions	Section VIII
37	Market strengths and weaknesses impacting project	Section VIII
38	Product recommendations and/or suggested modifications to subject	Section VIII
39	Discussion of subject property's impact on existing housing	Section V
40	Discussion of risks or other mitigating circumstances impacting subject	Section VIII
41	Interviews with area housing stakeholders	Section V
Other Requirements		
42	Certifications	Addendum A, F
43	Statement of qualifications	Addendum D
44	Sources of data not otherwise identified	Addendum E

4

Project Information

4a Market Study

4b Good Neighbor Policy

4c SMART Housing Letter

4d MOU with ECHO

4e Resident Services

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

Sallie Burchett
printed name

May 3, 2024
date

4

Project Information

4a Market Study

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4d MOU with ECHO

4e Resident Services



City of Austin

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

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

2/1/2024

S.M.A.R.T. Housing Certification
Bailey at Stassney LP
400 & 404 W. Stassney Ln. (ID 951-6056)

TO WHOM IT MAY CONCERN:

Bailey at Stassney LP (development contact Sarah Andre, (512) 698-3369, sarah@structuretexas.com) is planning to develop Bailey at Stassney, a 104-unit multifamily rental development at 400 and 404 West Stassney Lane Austin, Texas 78745.

S.M.A.R.T. Housing – Rental – 400 & 404 W. Stassney Ln.	
Total units: 104 units	
<u>Minimum Required:</u> 40% (42 units) at or below 80% MFI - Requirements for 100% fee waiver	<u>Proposed unit mix:</u> 20% (21 units) at or below 30% MFI 61% (63 units) at or below 50% MFI 19% (20 units) at or below 60% MFI
Affordability Period (S.M.A.R.T. units): 5 Years	
Fee waiver level: 100%	
AWU Capital Recovery Fees: 104/104 units eligible	

Note: This certification letter only reflects the minimum requirements for the relevant program (S.M.A.R.T. Housing). Should the owner choose to participate in other affordability programs, the development may be subject to additional affordability restrictions and/or a longer affordability period.

Because the applicant has proposed a unit mix that meets the minimum program thresholds, the development will be eligible for a 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 Capital Recovery Fees (see below). The fee waiver level is listed above. The project will be subject to its minimum affordability period after issuance of a certificate of occupancy, unless funding requirements are longer.

Based on 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, only a certain number of units may be eligible to receive Austin Water Utility Capital Recovery Fee (CRF) waivers. The table above lists the number of units which are eligible to receive CRF fee waivers.

The Housing Department certifies the proposed project meets the S.M.A.R.T. Housing standards at the pre-submittal stage. The expected fee waivers may include the following fees:

AWU Capital Recovery Fees
Building Permit

Concrete Permit
Electrical Permit

Mechanical Permit
Plumbing Permit

Site Plan Review
Construction Inspection
Demolition Permit Fee

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

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@austinenergy.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 512.978.1594 or by email at brendan.kennedy@austintexas.gov if you need additional information.

Sincerely,



Brendan Kennedy, Project Coordinator
Housing Department

Cc: Kristin Martinez, AE

Jonathan Orenstein, AWU

Mashell Smith, ORS

4

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4e Resident Services

MOU WITH ECHO

The policy of entering into an MOU with ECHO is currently under review. However, this development **will** accept residents from Austin's Coordinated Entry System. Both the development team and services team (Hope Through Housing) have had several discussions with the Ending Community Homelessness Coalition (Austin ECHO). We have also connected with the City of Austin's Homeless Strategy Office as well as with the local Veterans Affairs department. Please let us know if you require additional information.

4

Project Information

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RESIDENT SERVICES

Hope Through Housing Foundation (HTHF) is an independent nonprofit organization whose mission is to break the cycle of poverty by providing services that empower individuals and change communities. HTHF currently serves 199 residents living in special needs and permanent supportive housing in California, Florida, and Texas, in addition to serving hundreds more youth and families across National CORE's housing portfolio. Their services focus on the social determinants of health and begin with a firm foundation in affordable housing. Bailey at Berkman will have 26 units dedicated to the coordinated entry system and HTHF will be responsible for providing full-time support to the residents with 2 FTE.

As a new provider in Austin, HTHF is becoming familiar with the needs of the local population as evaluated by ECHO including higher levels of chronicity in homelessness, prevalence of disabling conditions such as mental and physical health, substance use disorder, and the critical need for services to access income and healthcare (2023 Needs and Gaps Report). In designing a supportive services program, HTHF will offer residents a choice in trauma-informed, housing first case management which meets the CoC Written Standards for Program Delivery. HTHF's service philosophy is rooted in a strength-based approach that encourages and supports choice, empowerment and focusing on assets of the individual – a model that has proven successful in recovery, fostering resiliency and the promotion of wellness. All programming is designed with



Helping Children and Teens
Achieve Success

[Learn more about Building
Bright Futures](#)



Improving Families' Financial
Well-Being

[Learn more about Pathways to
Economic Empowerment](#)



Promoting Seniors' Health and
Wellness

[Learn more about Connections
to Care](#)



Fostering Stability and
Independence

[Learn more about Unlocking
Opportunities](#)

the influence of a set of core best practices working with vulnerable populations. HTHF services are described in more detail below.

Case management will be available to residents on an ongoing basis as a support structure for their basic needs, housing stability and goals. A minimum level of service may be assistance with public benefit renewals, while a more intensive level of service may consist of a full assessment of income, eligibility for public benefits, self-sufficiency, self-reported health, and a client-directed plan of care. When a need cannot be met by the on-site team, referral and coordination will be provided to connect residents with providers for behavioral, mental, physical, and substance related care.

Service coordination will be available to address daily needs, provide tenant orientation, and again serve as a linkage to other community services. Service coordination will also bring educational programming, wellness activities, and social events on-site for all residents, and assess ongoing the resident's needs. Some topics covered in service coordination programming will include:

- **Money Management:** Residents can sometimes be victims of financial scams, and financial literacy programs protect residents from predatory practices. Financial literacy courses and individual coaching provide opportunities for residents to improve their economic well-being through intensive financial management activities addressing banking, budgeting, credit management, identity theft, investing, predatory lending, retirement management, and saving.
- **Life skills:** Adult skill-building programs focus on providing enrichment and educational tools that allow for leadership development and create both a positive change in individuals as well as the community. Community building groups target diverse populations living together regularly scheduled workshops on skills such as conflict resolution and communication.
- **Recreational/social activities:** Activities provided will increase the resident's social networks by having them participate in lively activities to foster a communal spirit and positive attitude about life. Recreation activities include barbecues, holiday events, and movie nights.
- **Exercise and nutrition programs:** Residents will learn about healthy habits that fit their budgets and lifestyles. The workshops are designed to show the residents how to prepare healthy, cost-effective snacks by engaging the participants in the food making process and having them make their own snacks using the ingredients provided. Our residents also participate in various fitness programs like tai chi, as well as Zumba dance classes and walking groups.

All services will be monitored from a continuous quality improvement framework starting with resident feedback. HTHF will conduct weekly meetings with the case management team to review cases and discuss changes in case plans and recommendations for interventions that will better support the clients. To support all participants' emotional and physical stability, staff will provide continuity of care through regular case conferencing to discuss participants' bio-psychosocial needs and history (with appropriate Release of Information in place), and to ensure careful coordination among all staff and service partners. Case plans will be reviewed and updated with resident feedback every 90 days. Program success will be measured against key metrics including housing stability of resident participants, increases in income, self-reported mental and physical

health, and satisfaction with housing and services. Service data will be entered and monitored using the local homeless management information system.

Proposed PSH case management caseload sizes and ratios.

The proposed case manager to client ratio is 1:12. This ratio will ensure that clients receive personalized support and frequent engagement, in accordance with their needs and goals.

Service Provider Experience

Hope through Housing Foundation (HTHF) is dedicated to breaking the cycle of generational poverty by implementing programs that empower individuals and change communities. HTHF has been delivering services to communities for over 25 years throughout Southern California. Currently HTHF provides on-site services to over 8,382 units within 70 affordable developments across San Diego, Los Angeles, Inland Empire (Riverside and San Bernardino), Orange County and 5 developments in Texas.

Within these developments, Hope through Housing has provided more than 2 million hours of support services to more than 25,000 residents living in National CORE communities. All serving low-income children, families, vulnerable populations including those previously homeless and residents at 30-80% of the area median income, our programs include onsite preschools, after-school programming, financial literacy classes, resident health programs, and case management. Key achievements include:

- 572 youth enrolled in afterschool, teen and mentoring programs
- 720 residents received economic mobility coaching and/or financial education
- 796 residents received assistance applying for health and financial benefits and entitlements
- Thousands of residents received assistance applying for and receiving emergency rental assistance – totaling \$7.6 million in debt relief
- 5,160 residents participated in health and wellness activities
- 949 wellness checks provided to seniors and families
- 2,000 backpacks and school supplies distributed to children.

HTHF also has specific experience working with Permanent Supportive Housing and Housing First. HTHF is a member of the continuum of care in San Diego, Los Angeles, Riverside, San Bernardino, and Orange County California. HTHF will work with Texas 503 Travis County Continuum of Care for this development. Specific services for the target population are addressed below.

Experience with the Target Population

National CORE has developed, owns, operates, and manages 12 special needs and PSH (Permanent Supportive Housing) apartment home communities, encompassing a total of 199 units. These communities are integrated with supportive housing homes for people experiencing homelessness. Additionally, National CORE has agreements in place with several cities to create 491 additional PSH units in the development pipeline. The special needs residents include seniors, children, youth aging out of foster care, adults, and families with and without severe mental illness. For example, National CORE has apartment homes funded with Mental Health Service Act resources in collaboration with the Corporation for Supportive Housing and 3rd party full-service providers to build a system where access is easier, services are more effective, out-of-home and institutional care are reduced, and stigma toward those with mental illness or serious emotional disturbance no longer exists.

Hope Through Housing has been providing services since inception (32 years) to both low income households and the most vulnerable populations including those that are indefinitely disabled. This history demonstrates HTHF's unique experience and ability to provide supportive services to non-elderly persons with disabilities. In 2021, HTHF began work on its first supportive housing site (funded by HOPWA) and coordinated with medical experts to ensure on site activities and services meet the needs of the populations. Since that time we have expanded our services to 49 communities with 1,247 supportive housing units for the most vulnerable populations.

Property Management

Property Management and Supportive Services will be provided by two different organizations: National CORE will provide property management and the Hope Through Housing Foundation will provide services. A memorandum of understanding between the two organizations will be executed that describes the services provided in detail as well as the cost to the development for such services. Although these organizations will work closely to maintain an excellent property and support tenant well-being with mission-focused management, it should be noted that these are separate entities with separate areas of accountability and separate measures of success.

There will be a separation of functional duties and physical space, so that residents are clear of who is appropriate to respond to their needs. Management staff will have no authority or role in providing social services, and supportive service staff will not be involved in any way in property management - they will not screen prospective tenants for eligibility, collect fees, deposits or rents, provide property maintenance services or enforce rules of tenancy. Tenants will have a lease with the property management company that does not require participation in social services.

Performance Metrics

HTHF will align performance metrics to the Corporation for Supportive Housing quality domains. They include:

- The percent of households who maintain stable permanent housing.
- The percent of households enrolled in services who maintain or increase income (employment income and/or income from public benefit programs)
- The percent of households who report improved self-sufficiency and/or healthy outcomes after receiving services.
- The percent of households who report satisfaction with services -and-
- The percent of households who report satisfaction with housing.

HTHF will target 70% engagement of residents living in coordinated entry units within the first 12 months of move-in.

Experience with PSH

The Hope through Housing Foundation currently attends the San Diego Regional Continuum of Care and has been involved in various capacities since 2010. Hope through Housing also trends the Los Angeles, Riverside, San Bernardino, and Orange County Continuums of Care. They also receive Continuum of Care funds for San Diego County and are expanding the program across Orange County and Los Angeles over the next 24 months.

Relationship with Coordinated Entry System

Hope through Housing does not have a current relationship with the Continuum of Care or the Austin/Travis County Coordinated Entry System. However, HTHF, CORE and Structure have had several meetings with ECHO and the City of Austin's Homeless Strategy office and anticipate that

HTHF will become a member of the Austin/Travis County Continuum of Care. HTHF does have experience with coordinated entry and the Homeless Management Information System (HMIS) and is able to comply with HUD's data collection, management and reporting standards.

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Property Information

5a Appraisal

5b Property Maps

5c Zoning Verification letter

5d Proof of Site Control

5e Phase I ESA

Appraisal

An appraisal for Bailey at Stassney has not been completed nor is anticipated in the immediate future. It is our understanding that if the Development Assistance is not paying for acquisition an appraisal is not required.

5

Property Information

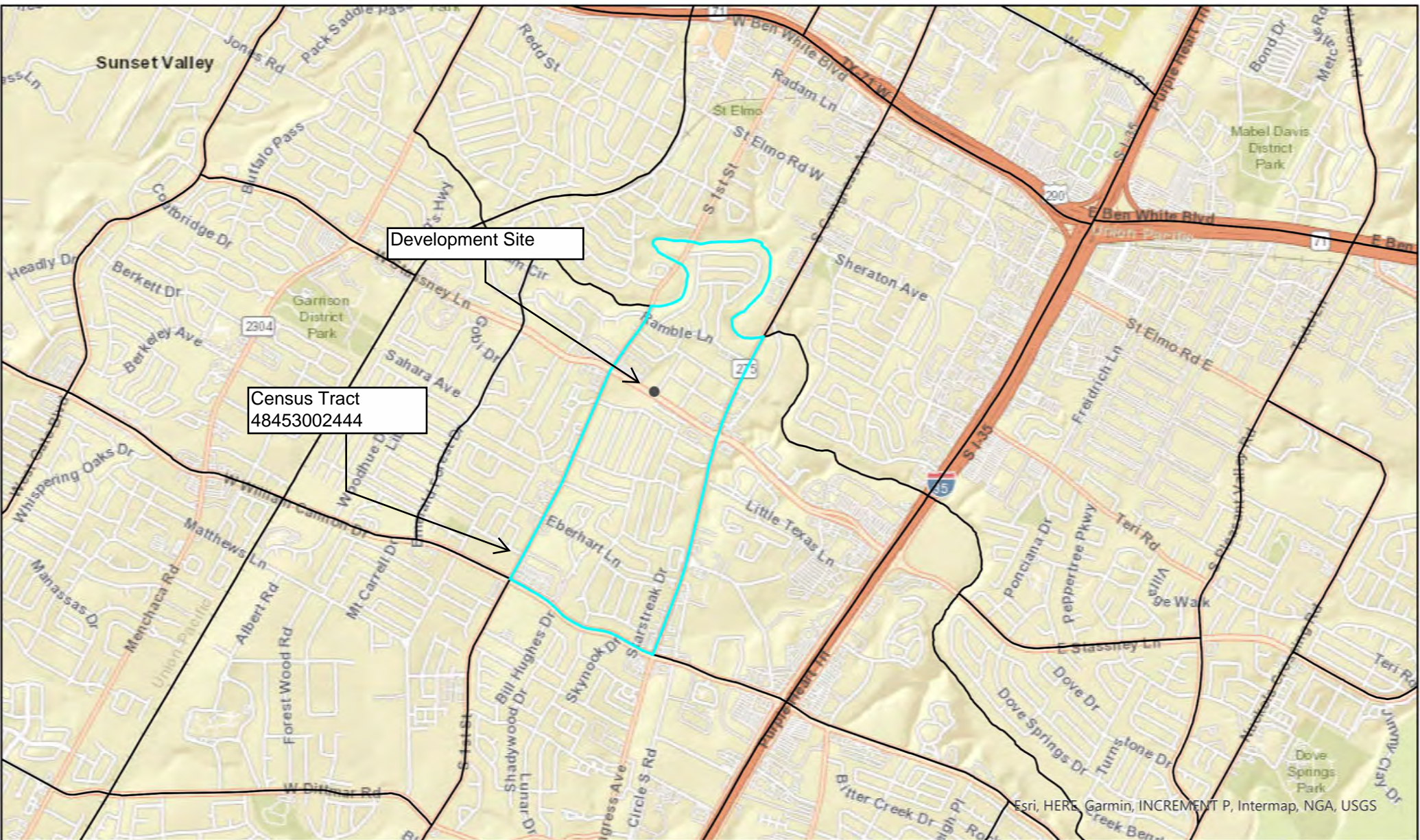
5a Appraisal

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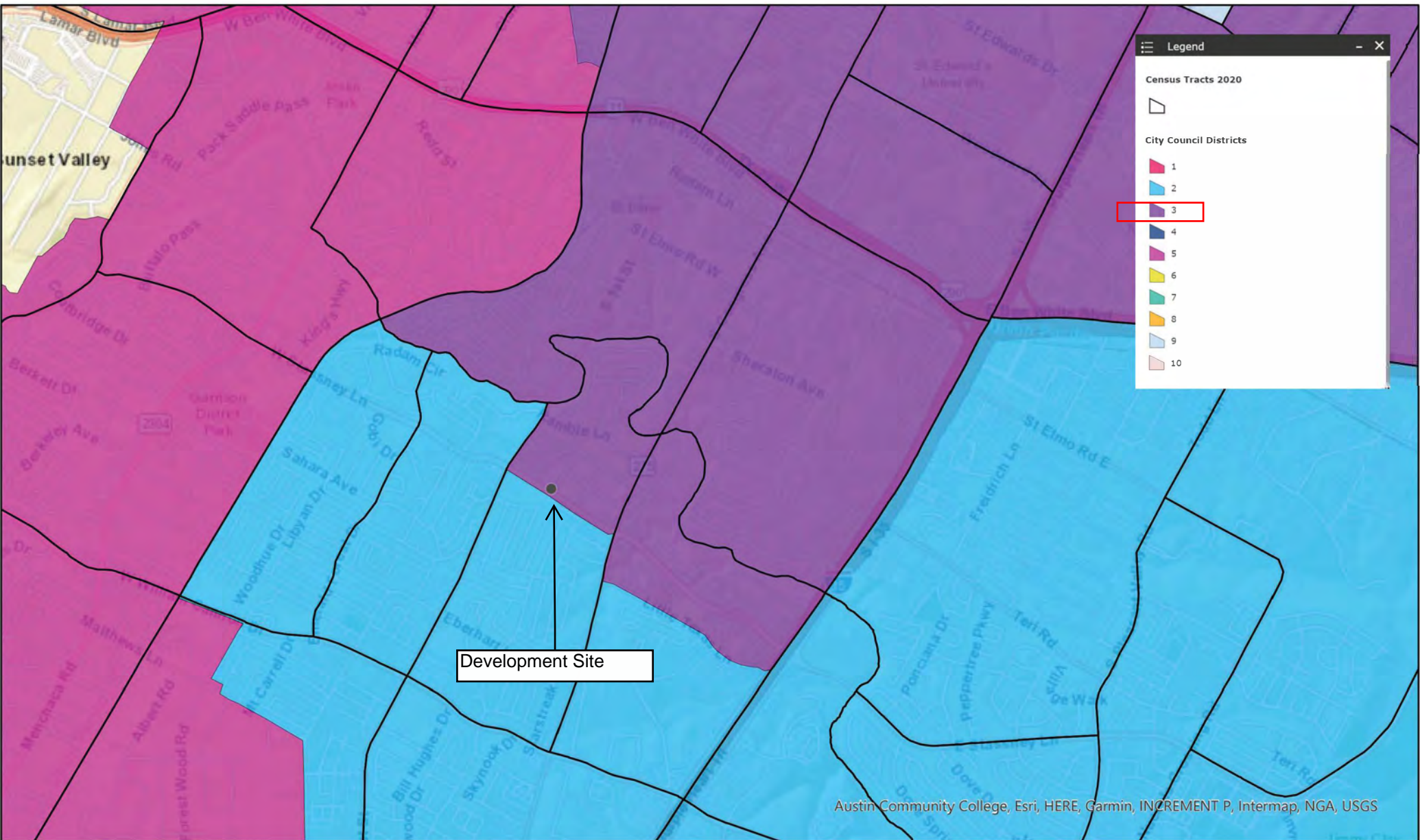


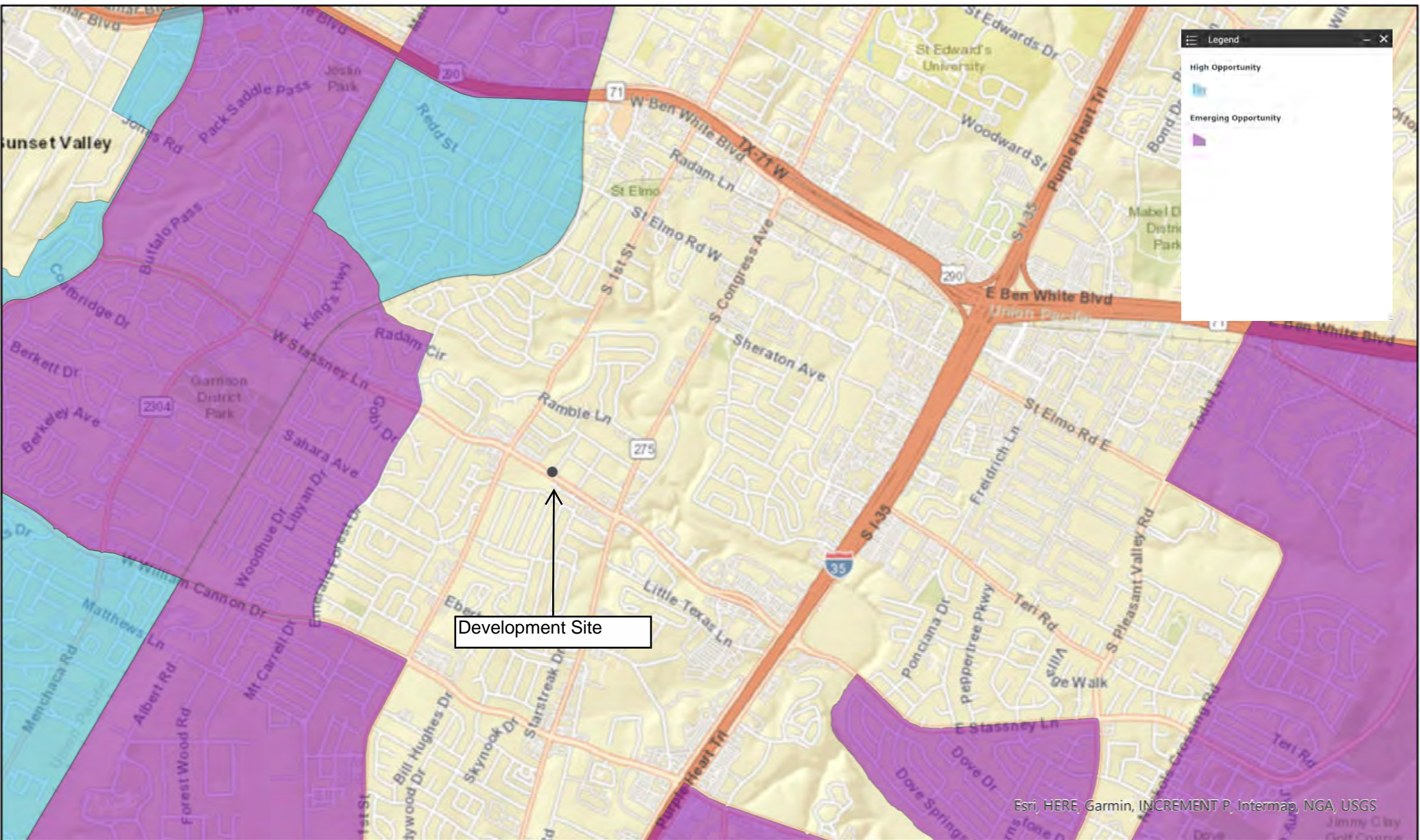
Bailey at Stassney Census Tract Map

01 April 2024



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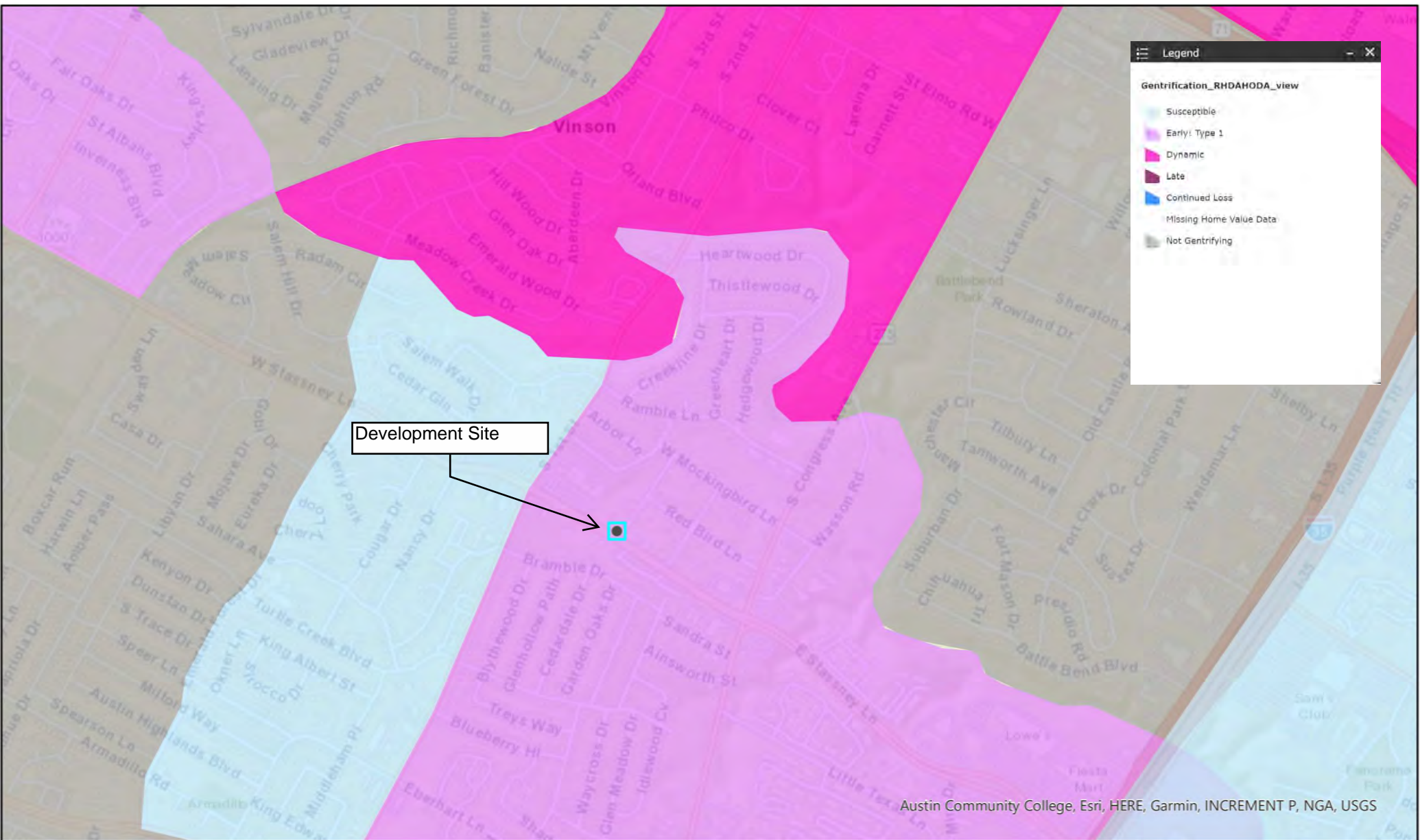


01 April 2024

Bailey at Stassney Opportunity Values Map



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Development Site

Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

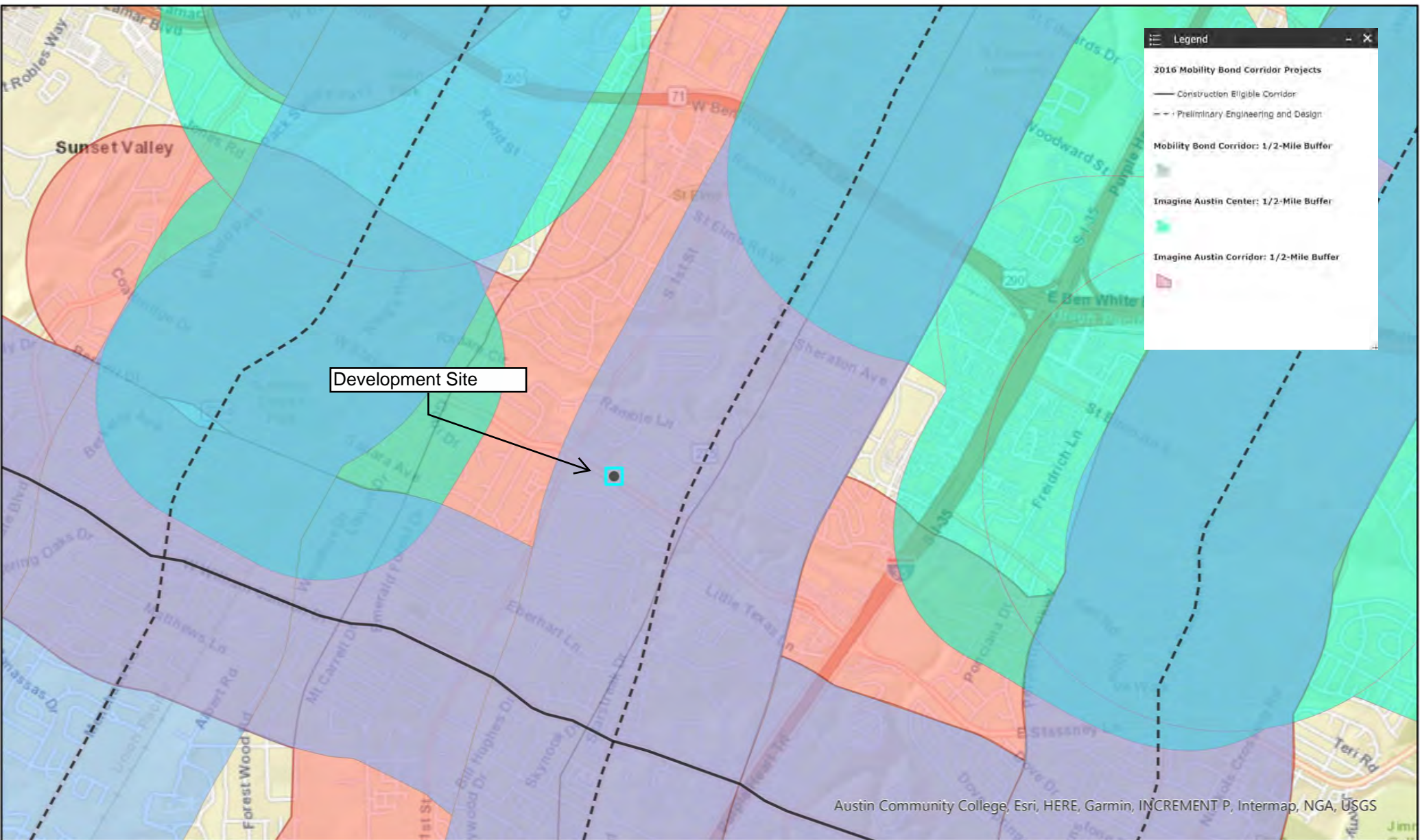


Bailey at Stassney Gentrification Values Map

01 April 2024



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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

Development Site

Austin Community College, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

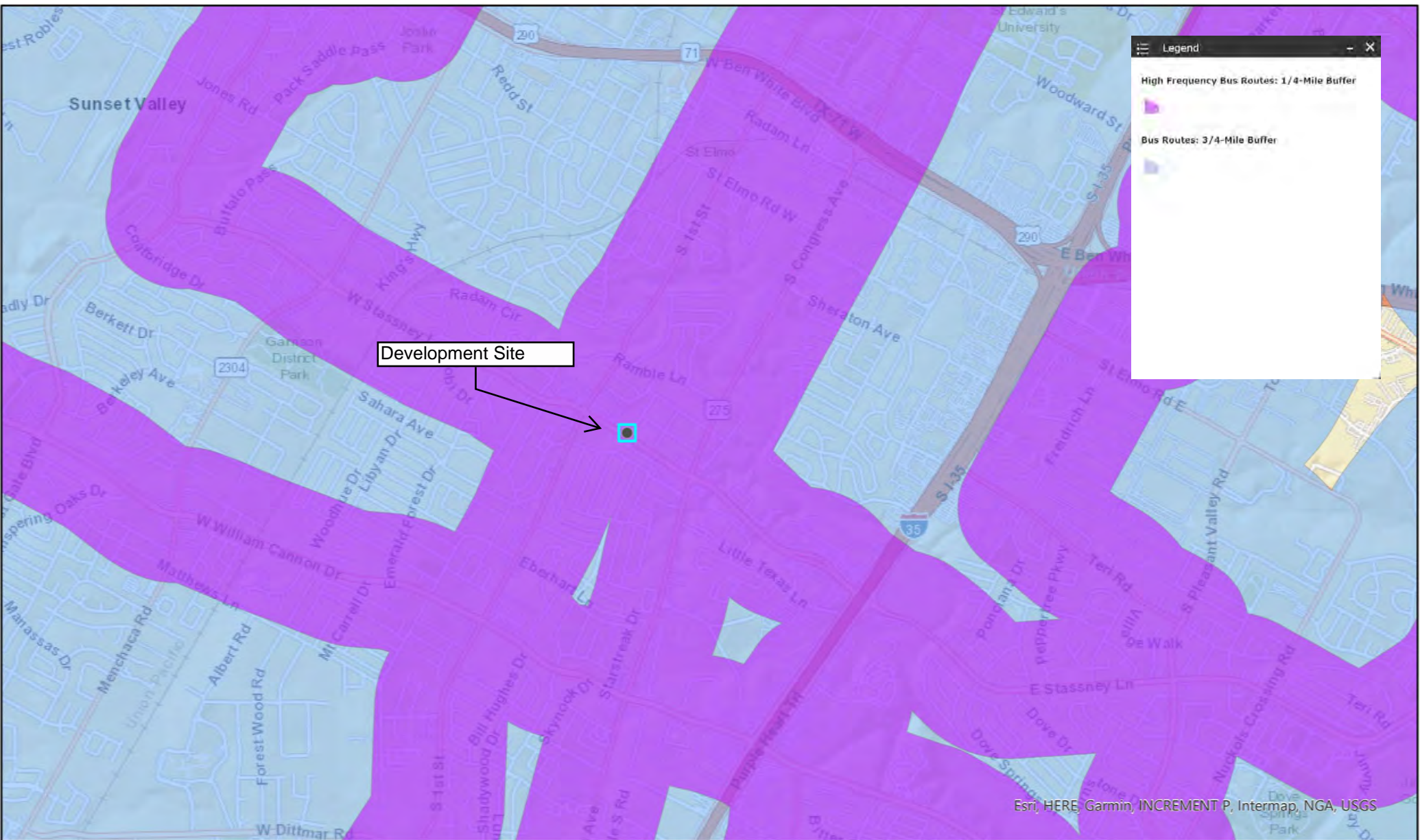


Bailey at Stassney Imagine Austin Map

01 April 2024



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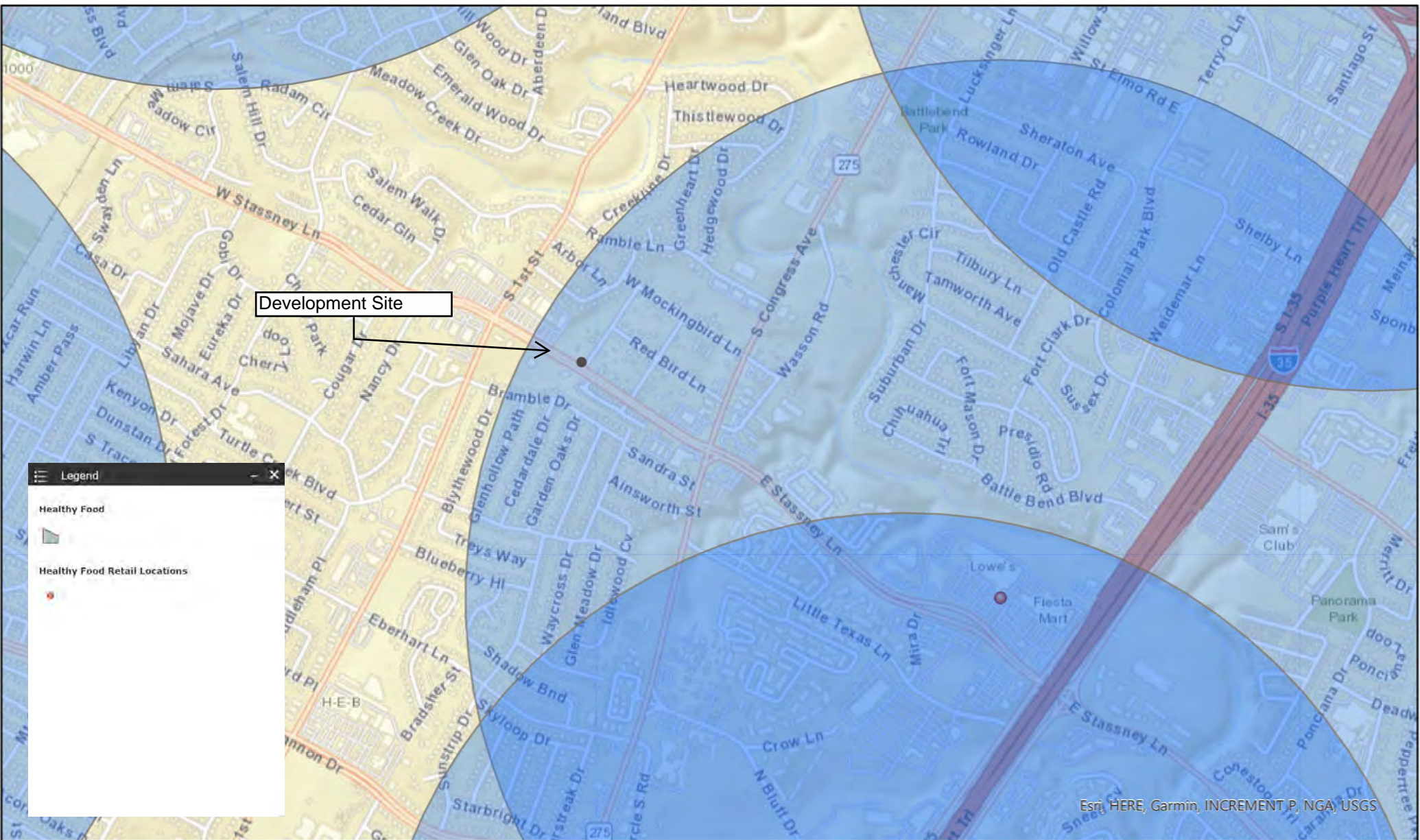


01 April 2024

Bailey at Stassney Transit Map



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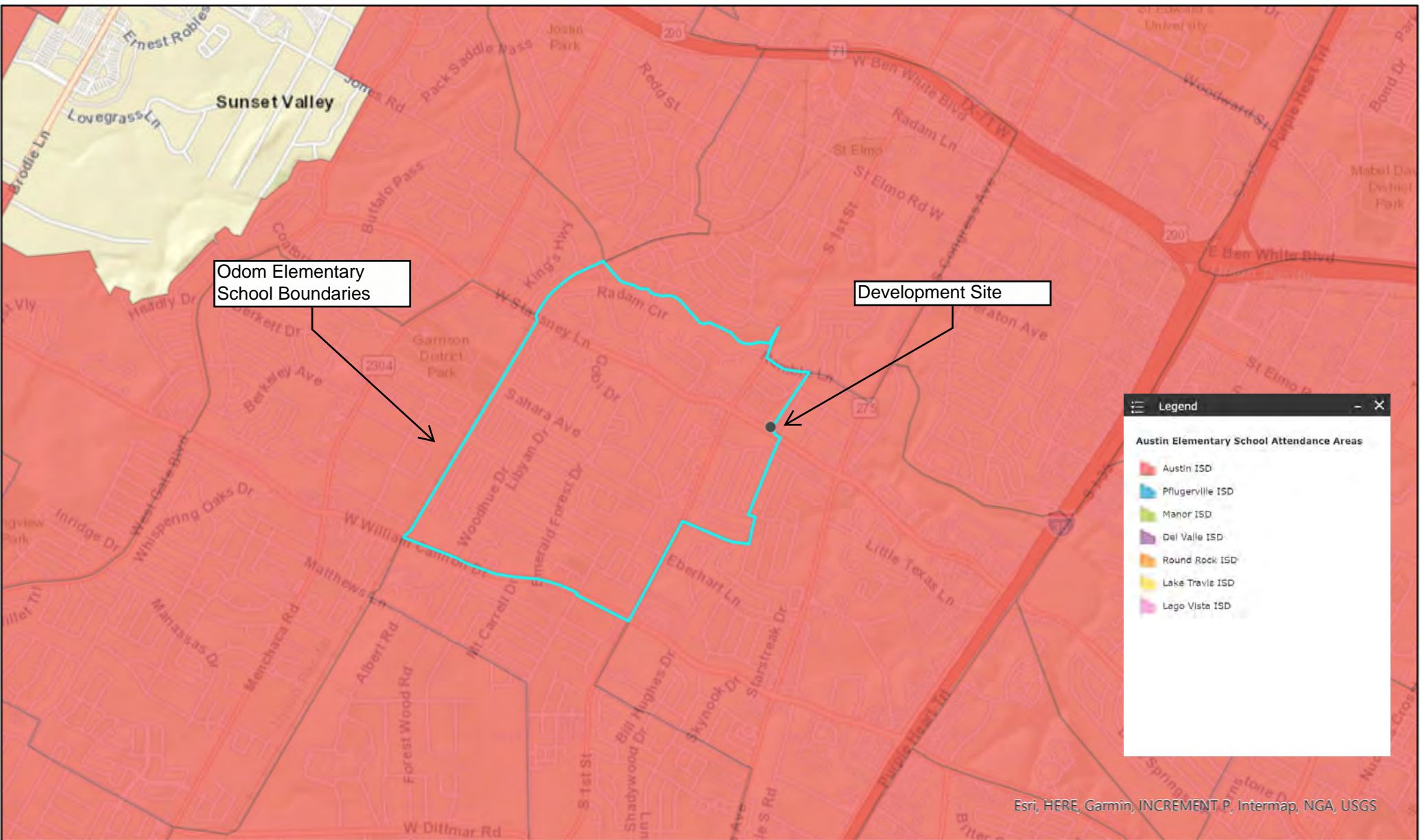
Bailey at Stassney Healthy Food Map



01 April 2024



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01 April 2024

Bailey at Stassney - Odom Elementary



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City of Austin Regulatory Floodplains

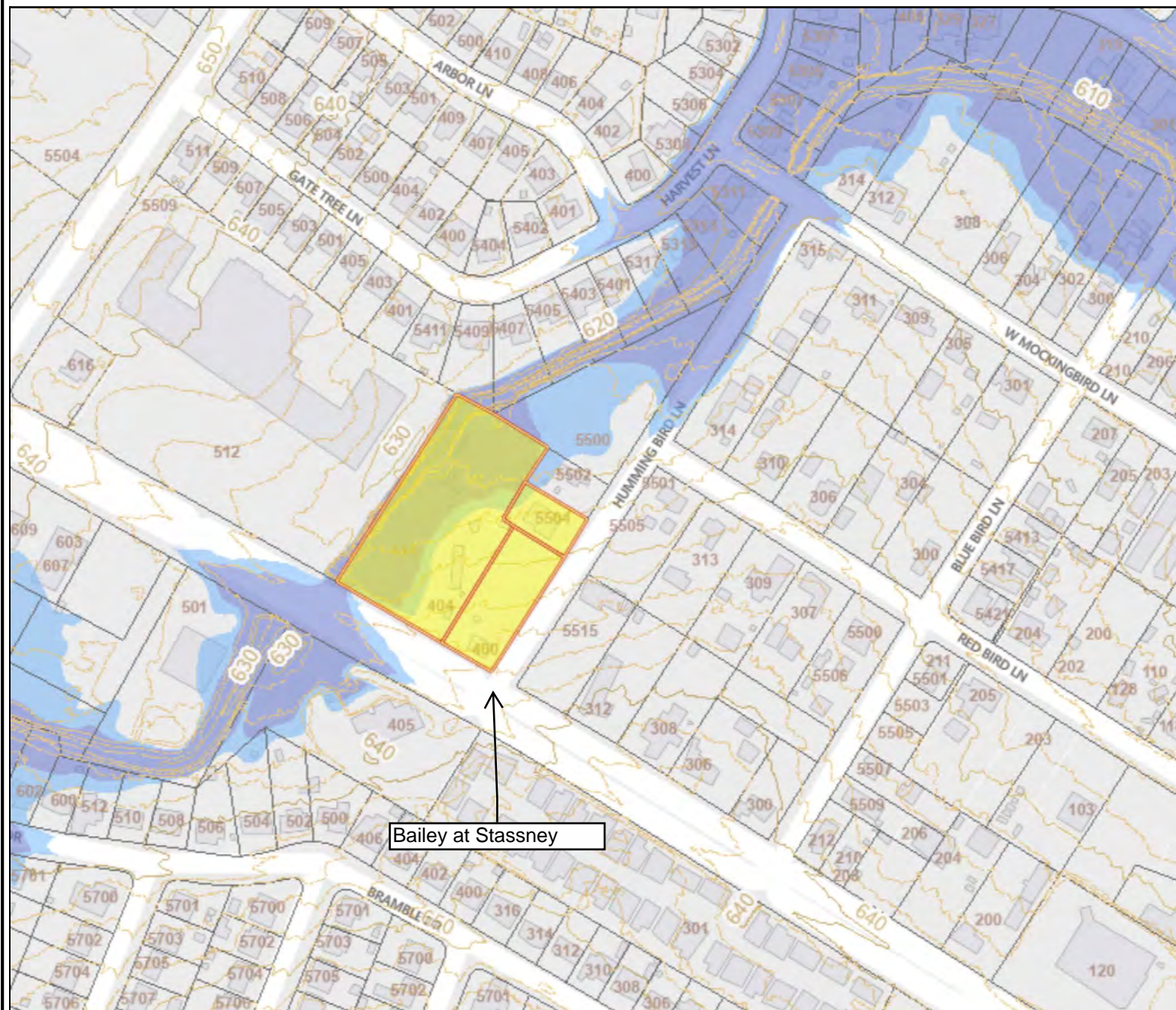
Legend

FloodPro

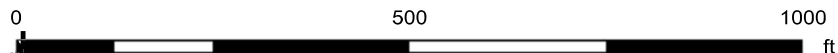
Fully Developed Floodplain

- COA Fully Developed 25-Year
- COA Fully Developed 100-Year

The Bailey at Stassney development will not be built on the 25 year floodplain.



Bailey at Stassney



Monday, April 1, 2024



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.

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Property Information

5a Appraisal

5b Property Maps

5c Zoning Verification letter

5d Proof of Site Control

5e Phase I ESA



HOUSING DEPARTMENT

P.O. Box 1088, Austin, TX 78767 -1088
(512) 974-3100 • Fax (512) 974-3112
www.austintexas.gov/housing

February 20, 2024

Sarah Andre
Structure Development
1301 Chicon St. Unit 101
Austin, Texas 78702

RE: *Verification for the Property located at 400 and 404 West Stassney Lane, and
5504 Humming Bird Lane, Austin, Texas 78745*

Dear Ms. Andre:

This letter is to confirm that the Property located at 400 and 404 West Stassney Lane, and 5504 Humming Bird Lane, in Austin, Texas 78745 is zoned general office – mixed use – conditional overlay– neighborhood plan (GO-MU-CO-NP) combining district and single family residence-standard lot – neighborhood plan (SF-2-NP) combining district. The Conditional Overlay associated with 400 and 404 West Stassney Lane requires that if the property is developed with a non-residential use, then vehicular access from the Property to Humming Bird Lane shall be by a limited function driveway that allows right-out movement only. The site was zoned GO-MU-CO-NP by a vote of the City Council on November 3, 2005 by Ordinance No. 20051103-030 (400 and 404 West Stassney Lane) and SF-2-NP district by a vote of City Council on August 18, 2005 by Ordinance No. 20050818-Z003 (5504 Humming Bird Lane).

Under the GO-MU-CO-NP zoning classification applicable to 400 and 404 West Stassney Lane, multifamily residences are permitted provided the applicable zoning and land development regulations (height, setback, parking, etc.) and building codes are addressed. Under the SF-2-NP zoning classification applicable to 5504 Humming Bird Lane, single family residences are permitted provided the applicable zoning and land development regulations (height, setback, parking, etc.) and building codes are addressed. **No zoning change is necessary for the development of multifamily residences and single family residences on the site or for use of the site for multifamily residences and single family residences, as outlined above.**

Sincerely,

Brendan Kennedy, Project Coordinator
Housing Department



HOUSING DEPARTMENT

P.O. Box 1088, Austin, TX 78767 -1088
(512) 974-3100 • Fax (512) 974-3112
www.austintexas.gov/housing

February 20, 2024

Sarah Andre
Structure Development
1301 Chicon St. Unit 101
Austin, Texas 78702

Re: Zoning Verification for the Property located at 400 and 404 West Stassney Lane and 5504 Hummingbird Lane, Austin, Travis County, Texas 78745

Dear Ms. Andre:

This letter is to confirm that the property located at located at 400 and 404 West Stassney Lane, and 5504 Humming Bird Lane, in Austin, Texas 78745 is zoned general office – mixed use – conditional overlay– neighborhood plan (GO-MU-CO-NP) combining district and single family residence-standard lot – neighborhood plan (SF-2-NP) combining district.

Under the GO-MU-CO-NP and SF-2-NP zoning classification applicable to this property, the proposed use, density or design of the proposed 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 and increases density entitlements. Under the AU Program, a dwelling unit limit applies to sites with the SF-2 zoning classification. This dwelling unit limit only applies on the portion of the site zoned SF-2, and the applicant has indicated there are no vertical improvements planned for that portion of the site, meaning no further rezoning would be required under the AU Program.

Based upon the current Affordability Unlocked application, the proposed development is eligible to be certified as a qualifying development. If certified under the AU Program, the site can be developed as multifamily housing.

The City of Austin has received a release agreeing to hold the political subdivision and all other parties harmless in the event the application for the Affordability Unlocked Program for the proposed development is denied.

Sincerely,

Brendan Kennedy, Project Coordinator
Housing Department

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Property Information

5a Appraisal

5b Property Maps

5c Zoning Verification letter

5d Proof of Site Control

5e Phase I ESA

ASSIGNMENT OF REAL ESTATE CONTRACT

East 43rd St., LLC a Texas limited liability company, the undersigned Assignor, pursuant to rights granted, does hereby grant, assign, transfer and convey unto National Community Renaissance of Texas, Inc. a California non-profit public benefit corporation, its successors and assigns, as Assignee, all of its rights, title and interest in and to the Real Estate Contract (the "Purchase Agreement") dated on or about October 31, 2023 between Grayl Avenue LLC, as seller, and East 43rd St., LLC, as buyer, for the purchase price of \$1,000,000, subject to adjustments as provided in the Purchase Agreement, as the same may be amended by the parties, for the sale and purchase of the real estate described in the Purchase Agreement. Pursuant to Section 22. E. of the Purchase Agreement, the Purchase Agreement may be freely assigned by Buyer.

Assignee hereby assumes all of Assignor's duties and obligations under said Purchase Agreement and agrees to fulfill all terms, conditions, and contingencies of said Purchase Agreement and to perform as required in good faith and within any time periods established by said Purchase Agreement. Assignee shall have all right, title or interest in or to any down payment, earnest money deposit and other sums at any time paid or to be paid by Assignor with respect to the Purchase Agreement.

Assignor and its affiliates make no warranty, expressed or implied, regarding either the Purchase Agreement or the real estate or other assets described therein.

This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

IT WITNESS WHEREOF, the undersigned have executed this Assignment this 22nd day of February 2024.

National Community Renaissance of Texas, Inc.,
a California non-profit public benefit corporation

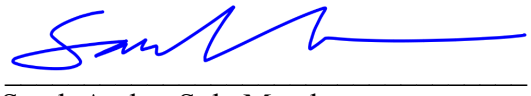
East 43rd St., LLC,
a Texas limited liability company

By:



Michael Ruane, President

By:



Sarah Andre, Sole Member



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

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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: Grayl Avenue LLC

Address: _____

Phone: (512)767-5710

E-mail: lisavox@yahoo.com

Mobile: _____

Fax or Other: _____

Buyer: East 43rd St., LLC dba Structure Development and/or its assigns

Address: _____

Phone: _____

E-mail: _____

Mobile: (512)698-3369

Fax or Other: _____

2. PROPERTY:

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

400 W Stassney Lane, Austin, TX 78745

(address) and that is legally described on the attached Exhibit _____ or as follows:

LOT 5 BLK 3 PLEASANT HILL ADDN

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

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

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

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

3. SALES PRICE:

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

(1) Cash portion payable by Buyer at closing \$ 1,000,000.00

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

(3) Sales price (sum of 3A(1) and 3A(2)) \$ 1,000,000.00

(TXR-1802) 07-08-22

Initialed for Identification by Seller LG and Buyer SA

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Vox Real Estate, LLC, ---
Lisa Gray

Phone: 5127675710 Fax: .
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400 W Stassney

Commercial Contract - Unimproved Property concerning 400 W Stassney Lane, Austin, TX 78745B. Adjustment to Sales Price: (Check (1) or (2) only.)

- ☒ (1) The sales price will not be adjusted based on a survey.
☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

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

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

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

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

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

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

- ☐ A. Third Party Financing: One or more third party loans in the total amount of \$ _____.
This contract:
☒ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- ☐ 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: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. **EARNEST MONEY:** See Exhibit "B"

- A. ~~Not later than 3 days after the effective date, Buyer must deposit \$ _____ as earnest money with _____ (title company) at _____ (address) _____ (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 \$ _____ with the title company to be made part of the earnest money on or before:
☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) _____.
Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

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

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☐ (a) will not be amended or deleted from the title policy.
 - ☒ (b) will be amended to read "shortages in areas" at the expense of ☒ Buyer ☐ Seller.
- (3) Within 30 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

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

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☒ Buyer (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 0 (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

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

- (1) Within 30 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will

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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 in writing 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) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: none

- 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 Exhibit "B"

(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 \$ _____ 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 \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. 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 additional period of _____ days by delivering \$ _____ to the title company as additional earnest money:

- (a) \$ _____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the

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~~sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.~~

~~(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:~~

~~(i) The additional independent consideration:~~

~~(ii) (Check no boxes or only one box.)~~

~~☐ all or ☐ \$ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.~~

~~If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.~~

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Buyer must:
 - (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 7 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession or control: *(Check all that apply.)*

- ☐ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
- ☐ (e) plats of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- ☐ (g) _____

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(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.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

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

B. Estoppel Certificates: Within NA 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.

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Commercial Contract - Unimproved Property concerning 400 W Stassney Lane, Austin, TX 78745**9. BROKERS:**

A. The brokers to this sale are:

Principal Broker: Northmarq Multifamily LLC

Cooperating Broker: _____

Agent: Hayden Schnieders

Agent: _____

Address: 901 S Mopac Expy
Austin, TX 78746

Address: _____

Phone & Fax: _____

Phone & Fax: _____

E-mail: hschnieders@northmarq.com

E-mail: _____

License No.: 9007806

License No.: _____

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:

Principal Broker a total cash fee of:

Cooperating Broker a total cash fee of:

☐

_____ % of the sales price.

☐

_____ % of the sales price.

☐

_____.

☐

_____.

The cash fees will be paid in 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.☐ _____ (specific date).☒see Exhibit B

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

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

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Commercial Contract - Unimproved Property concerning 400 W Stassney Lane, Austin, TX 78745

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

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Lisa Gray

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and Buyer



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400 W Stassney

Commercial Contract - Unimproved Property concerning 400 W Stassney Lane, Austin, TX 78745**13. SALES EXPENSES:**

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

14. PRORATIONS:

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

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure

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except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or

(Check if applicable)

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

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

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

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

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

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

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

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

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

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

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

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

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

18. ESCROW:

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

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

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Vox Real Estate, LLC, ---
Lisa Gray

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Phone: 5127675710 Fax: .

400 W Stassney

Commercial Contract - Unimproved Property concerning 400 W Stassney Lane, Austin, TX 78745

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

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

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed 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

(TXR-1802) 07-08-22

Initialed for Identification by Seller LG and Buyer SA

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Vox Real Estate, LLC, ---
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contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☒ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Financing Addendum (TXR-1931);
 - ☒ (3) Commercial Property Condition Statement (TXR-1408);
 - ☐ (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
 - ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (6) Addendum for Coastal Area Property (TXR-1915);
 - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
 - ☒ (8) Information About Brokerage Services (TXR-2501);
 - ☐ (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
 - ☐ (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
 - ☒ (11) **Exhibit B**

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

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

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Initialed for Identification by Seller  and Buyer 

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the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- J. 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: Seller's owner, Lisa Gray, is a licensed real estate agents in the state of Texas.

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 _____, the offer will lapse and become null and void.

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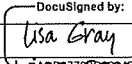
400 W Stassney

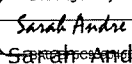
Commercial Contract - Unimproved Property concerning 400 W Stassney Lane, Austin, TX 78745

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: Grayl Avenue LLC

East 43rd St., LLC dba Structure Development
Buyer: and/or its assigns

By: _____
By (signature):  10/31/2023
Printed Name: Lisa Gray
Title: Manager

By: _____
By (signature):  10/31/2023
Printed Name: Sarah Andre
Title: CEO

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

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

Commercial Contract -Unimproved Property concerning 400 W Stassney Lane, Austin, TX 78745**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: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

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

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

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

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

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☒ A. the contract on this day October 31, 2023 (effective date);
☒ B. earnest money in the amount of \$ 21,250.00 in the form of Wire
on November 1, 2023.

Title company: Stewart Title of Austin, LLC Address: 901 S MoPac Expy, Bldg 3, Ste 100,Austin, TX 78746By: Cat Sanders for Mandy Dean-Knotts Phone & Fax: 512-472-7231 / 512-472-3101Assigned file number (GF#): 2174733 E-mail: mandy.dean@stewart.comevie.thomas@stewart.com



COMMERCIAL PROPERTY CONDITION STATEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT: 400 W Stassney Lane, Austin, TX 78745

THIS IS A DISCLOSURE OF THE SELLER'S OR LANDLORD'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED. IT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES A BUYER OR TENANT MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, LANDLORD, LANDLORD'S AGENTS OR ANY OTHER AGENT. THE TERM "LANDLORD" INCLUDES SUBLESSORS.

PART I - Complete if Property is Improved or Unimproved

Are you (Seller or Landlord) aware of:	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following environmental conditions on or affecting the Property:		
(a) radon gas?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) asbestos components:		
(i) friable components?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(ii) non-friable components?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) urea-formaldehyde insulation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) endangered species or their habitat?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) wetlands?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) underground storage tanks?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) leaks in any storage tanks (underground or above-ground)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) lead-based paint?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) hazardous materials or toxic waste?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(j) open or closed landfills on or under the surface of the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(k) external conditions materially and adversely affecting the Property such as nearby landfills, smelting plants, burners, storage facilities of toxic or hazardous materials, refiners, utility transmission lines, mills, feed lots, and the like?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(l) any activity relating to drilling or excavation sites for oil, gas, or other minerals? ..	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) previous environmental contamination that was on or that materially and adversely affected the Property, including but not limited to previous environmental conditions listed in Paragraph 1(a)-(l)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) any improper drainage onto or away from the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) any fault line at or near the Property that materially and adversely affects the Property? ..	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) air space restrictions or easements on or affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) unrecorded or unplatted agreements for easements, utilities, or access on or to the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(TXR-1408) 07-08-22

Initialed by Seller or Landlord: LG , _____ and Buyer or Tenant: SA , _____

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400 W Stassney

Commercial Property Condition Statement concerning 400 W Stassney Lane, Austin, TX 78745

	<u>Aware</u>	<u>Not Aware</u>
(7) special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) pending changes in zoning, restrictions, or in physical use of the Property? The current zoning of the Property is: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) your receipt of any notice concerning any likely condemnation, planned streets, highways, railroads, or developments that would materially and adversely affect the Property (including access or visibility)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) lawsuits affecting title to or use or enjoyment of the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) your receipt of any written notices of violations of zoning, deed restrictions, or government regulations from EPA, OSHA, TCEQ, or other government agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) common areas or facilities affiliated with the Property co-owned with others?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) an owners' or tenants' association or maintenance fee or assessment affecting the Property? If aware, name of association: _____ Name of manager: _____ Amount of fee or assessment: \$ _____ per _____ Are fees current through the date of this notice? [<input type="checkbox"/>] yes [<input type="checkbox"/>] no [<input type="checkbox"/>] unknown	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) subsurface structures, hydraulic lifts, or pits on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) intermittent or wet weather springs that affect the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) any material defect in any irrigation system, fences, or signs on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(17) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(18) any of the following rights vested in others:		
(a) outstanding mineral rights?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) timber rights?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) water rights?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) other rights?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(19) any personal property or equipment or similar items subject to financing, liens, or lease(s)? If aware, list items: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you are aware of any of the conditions listed above, explain. (Attach additional information if needed.) _____

(TXR-140807-08-22

Initialed by Seller or Landlord:

and Buyer or Tenant:

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Vox Real Estate, LLC, -----
Lisa GrayPhone: 5127675710 Fax: .
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400 W Stassney

Commercial Property Condition Statement concerning 400 W Stassney Lane, Austin, TX 78745**PART 2 - Complete if Property is Improved or Unimproved**

Are you (Seller or Landlord) aware of any of the following conditions*:	<u>Aware</u>	<u>Not Aware</u>
(1) Present flood insurance coverage?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Previous flooding due to a natural flood event?)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Previous water penetration into a structure on the Property due to a natural flood event?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a 100-year floodplain (Special Flood Hazard Area- Zone A, V, A99, AE, AO, AH, VE, or AR)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a 500-year floodplain (Moderate Flood Hazard Area- Zone X (shaded))?)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a floodway?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a flood pool?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a reservoir?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above is "aware," explain: *(attach additional sheets as necessary)*

**If Buyer or Tenant is concerned about these matters, Buyer or Tenant may consult Information About Flood Hazards (TXR 1414)*

For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

(10) Have you (Seller or Landlord) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)? ☐ yes ☒ no
If yes, explain: *(attach additional sheets as necessary)*

(11) Have you (Seller or Landlord) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? ☐ yes ☒ no
If yes, explain: *(attach additional sheets as necessary)*

Commercial Property Condition Statement concerning 400 W Stassney Lane, Austin, TX 78745**PART 3 - Complete only if Property is Improved**

A. Are you (Seller or Landlord) aware of any material defects in any of the following on the Property?

	<u>Aware</u>	<u>Not Aware</u>	<u>Not Appl.</u>
(1) <u>Structural Items:</u>			
(a) foundation systems (slabs, columns, trusses, bracing, crawl spaces, piers, beams, footings, retaining walls, basement, grading)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) exterior walls?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) fireplaces and chimneys?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) roof, roof structure, or attic (covering, flashing, skylights, insulation, roof penetrations, ventilation, gutters and downspouts, decking)? . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) windows, doors, plate glass, or canopies	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) <u>Plumbing Systems:</u>			
(a) water heaters or water softeners?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) supply or drain lines?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) faucets, fixtures, or commodes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) private sewage systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) pools or spas and equipment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) fire sprinkler systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) landscape sprinkler system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) water coolers?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) private water wells?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(j) pumps or sump pumps?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(k) gas lines?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) <u>HVAC Systems:</u> any cooling, heating, or ventilation systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) <u>Electrical Systems:</u> service drops, wiring, connections, conductors, plugs, grounds, power, polarity, switches, light fixtures, or junction boxes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) <u>Other Systems or Items:</u>			
(a) security or fire detection systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) fire detection systems?			
(b) porches or decks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) garage doors and door operators?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) loading doors or docks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) rails or overhead cranes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) elevators or escalators?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) parking areas, drives, steps, walkways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) appliances or built-in kitchen equipment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you are aware of material defects in any of the items listed under Paragraph A, explain. (*Attach additional information if needed.*) _____

(TXR-1408) 07-08-22

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and Buyer or Tenant:

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SA

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400 W Stassney

Commercial Property Condition Statement concerning 400 W Stassney Lane, Austin, TX 78745

B. Are you (Seller or Landlord) aware of:	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following water or drainage conditions materially and adversely affecting the Property:		
(a) ground water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) water penetration?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) previous flooding or water drainage?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) soil erosion or water ponding?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) previous structural repair to the foundation systems on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) settling or soil movement materially and adversely affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) pest infestation from rodents, insects, or other organisms on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) termite or wood rot damage on the Property needing repair?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) mold to the extent that it materially and adversely affects the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) mold remediation certificate issued for the Property in the previous 5 years? <i>if aware, attach a copy of the mold remediation certificate.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) previous termite treatment on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) previous fires that materially affected the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) modifications made to the Property without necessary permits or not in compliance with building codes in effect at the time?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) any part, system, or component in or on the Property not in compliance with the Americans with Disabilities Act or the Texas Architectural Barrier Statute?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you are aware of any conditions described under Paragraph B, explain. (*Attach additional information, if needed.*) _____

The undersigned acknowledges receipt of the
foregoing statement.

Seller or Landlord: _____

Buyer or Tenant: East 43rd St., LLC dba Structure Develo

By: Grayl Avenue LLC
DocuSigned by: _____
 By (signature): *Lisa Gray*
 Printed Name: Lisa Gray
 Title: Manager
ADB87722C2934D1...

By: _____
DocuSigned by: _____
 By (signature): *Sarah Andre*
 Printed Name: Sarah Andre
 Title: CEO
BA07BF5C95944

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

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

NOTICE TO BUYER OR TENANT: The broker representing Seller or Landlord, and the broker representing you advise you that this statement was completed by Seller or Landlord, as of the date signed. The brokers have relied on this statement as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

(TXR-1408) 07-08-22

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11/2/2015



Information About Brokerage Services

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

TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

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

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

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

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

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

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

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

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

<u>Vox Real Estate LLC</u>	<u>568944</u>	<u>kiliwimi@gmail.com</u>	<u>(512)767-5710</u>
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
<u>Kimbrough Gray</u>	<u>512301</u>	<u>kiliwimi@gmail.com</u>	<u>(512)767-5710</u>
Designated Broker of Firm	License No.	Email	Phone
<u>Lisa Gray</u>	<u>533004</u>	<u>lisavox@yahoo.com</u>	<u>(512)740-7762</u>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<u>Lisa Gray</u>	<u>533004</u>	<u>lisavox@yahoo.com</u>	<u>(512)767-5710</u>
Sales Agent/Associate's Name	License No.	Email	Phone
	<u>LG</u>	<u>10/31/2023</u>	
	Buyer/Tenant/Seller/Landlord Initials	Date	

Regulated by the Texas Real Estate Commission
TXR-2501

Vox Real Estate, LLC, ---
Lisa Gray

Information available at www.trec.texas.gov

IABS 1-0 Date

Phone: 5127675710

Fax: .

400 W Stassney

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

EXHIBIT "B"
Special Provisions Addendum

THIS SPECIAL PROVISIONS ADDENDUM (this "Addendum") is made effective as of 10/31/2023, 2023 (the "Effective Date"), by and between **Grayl Avenue LLC** ("Seller") and **East 43rd St., LLC dba Structure Development** ("Buyer").
~~and/or its assigns~~

DS
SA

WHEREAS, this Addendum is attached to and made a part of that certain Texas Realtors' form of Commercial Contract – Improved Property executed of even date herewith by and between Seller and Buyer (such contract, together with all exhibits and addenda attached thereto, including this Addendum, being hereinafter referred to as this "Contract") pertaining to the sale and purchase of the real property located at 400 W. Stassney Ln., Austin, Texas 78745, and legally described as shown in Exhibit "A" attached to and made a part of this Contract.

WHEREAS, Seller and Buyer acknowledge that Seller's and Buyer's respective rights and obligations regarding the Property shall be controlled by this Contract, including this Addendum; and

WHEREAS, Seller desires to sell, and Buyer desires to acquire, the Property pursuant to this Contract, including this Addendum.

NOW, THEREFORE, in consideration of the recitals, premises and the mutual covenants contained herein and other good and valuable consideration, Seller and Buyer agree as follows.

1. **Purpose and Effect of Addendum.** Unless otherwise expressly provided to the contrary in this Addendum, any terms which have been given defined meanings (whether or not capitalized) and used in this Addendum are intended to have the same meanings ascribed to them as set forth in the standard printed form portion of this Contract. The parties acknowledge that the partial intent of this Addendum is to amend, modify and, in some instances, nullify, certain provisions of the standard printed form portion of this Contract. Therefore, in the event of any conflict or inconsistency between the provisions set forth in this Addendum, on the one hand, and the provisions set forth in the standard printed form portion of this Contract, on the other hand, the provisions set forth in this Addendum shall control and govern as fully and to the same extent as if such conflicting or inconsistent provisions contained in the standard printed form portion of this Contract had been deleted or otherwise conformed to the provisions set forth in this Addendum (whether or not such provisions in the standard printed form portion of this Contract, in fact, have been deleted or so conformed). In furtherance of, but without limiting, the foregoing, any and all provisions of the standard printed form portion of this Contract are hereby modified wherever necessary, and even though the same may not be specifically addressed herein, so as to conform to the provisions set forth herein.
2. **Initial Earnest Money Deposit.** Not later than three (3) days after the Effective Date, Buyer shall deposit **\$21,250.00** as earnest money (the "Initial Earnest Money Deposit") with Stewart Title Company at 901 S. Mopac Expy, Bldg III, Suite 100, Austin, Texas 78746 – Attn: Mandy Dean-Knotts ("Escrow Agent").
3. **Feasibility Period.** Notwithstanding any provision to the contrary in the Contract, the feasibility period shall be the period of time commencing on the Effective Date of this Contract and concluding on January 22, 2024. If Buyer terminates the Contract during the Feasibility Period, the Initial Earnest Money will be refunded to Buyer less \$1,250.00 that Seller will retain as independent consideration for the Feasibility Period. The independent consideration is to be credited to the sales price only upon closing of the sale.

4. **Additional Earnest Money Deposits.** Buyer shall deposit two (2) Additional Earnest Money Deposits as follows:

- a. On or before April 19, 2024, Buyer shall deposit as additional earnest money the sum of \$12,500 with Escrow Agent.
- b. On or before June 7, 2024, Buyer shall deposit as additional earnest money, the sum of \$12,500 with Escrow Agent.

The Additional Earnest Money Deposits shall credit to the purchase sales price and shall become non-refundable and released to the Seller upon the expiration of the Low-Income Housing Tax Credit Contingency ("LIHTC Contingency") as more particularly described below.

5. **LIHTC Contingency.** Buyer's obligation to purchase of the Property is contingent upon receipt of a low-income housing tax credit ("LIHTC"), as defined in the Tax Reform Act of 1986, as amended. Buyer shall have until July 29, 2024 to confirm Buyer's receipt/approval for LIHTC funding. If Buyer terminates this Contract pursuant to the LIHTC Contingency, Buyer shall be entitled the return of the Additional Earnest Money Deposits but not the Initial Earnest Money Deposit. If Buyer fails to terminate this Contract on or before July 29, 2024, pursuant to the LIHTC Contingency, the Initial Earnest Money Deposit and Additional Earnest Money Deposits shall become non-refundable and released to the Seller.
6. **Closing.** The Closing Date shall be on or before the date which is ninety (90) days following the expiration of the LIHTC Contingency. Buyer shall have two (2) consecutive options to extend the Closing Date for 60-days each by depositing the sum of \$12,500 (the "Closing Date Extension Fee") with Escrow Agent on or before the Closing Date, as extended. The Closing Date Extension Fee shall apply to the purchase price but non-refundable and released to the Seller.
7. **Attorneys' Fees; Venue.** The Parties agree that in any proceeding to enforce the terms of this Contract that the prevailing party shall be entitled to recover from the non-prevailing party reasonable and necessary attorney's fees and court costs, including deposition and expert costs. The Parties further agree that the venue and jurisdiction for any proceedings related to this Contract shall be exclusively in the State Courts located in Travis County, Texas.

ASSIGNMENT OF REAL ESTATE CONTRACT

East 43rd St., LLC a Texas limited liability company, the undersigned Assignor, pursuant to rights granted, does hereby grant, assign, transfer and convey unto National Community Renaissance of Texas, Inc. a California non-profit public benefit corporation, its successors and assigns, as Assignee, all of its rights, title and interest in and to the Real Estate Contract (the "Purchase Agreement") dated on or about October 31, 2023 between Capital River Group, LLC, as seller, and East 43rd St., LLC, as buyer, for the purchase price of \$1,000,000, subject to adjustments as provided in the Purchase Agreement, as the same may be amended by the parties, for the sale and purchase of the real estate described in the Purchase Agreement. Pursuant to Section 22. E. of the Purchase Agreement, the Purchase Agreement may be freely assigned by Buyer.

Assignee hereby assumes all of Assignor's duties and obligations under said Purchase Agreement and agrees to fulfill all terms, conditions, and contingencies of said Purchase Agreement and to perform as required in good faith and within any time periods established by said Purchase Agreement. Assignee shall have all right, title or interest in or to any down payment, earnest money deposit and other sums at any time paid or to be paid by Assignor with respect to the Purchase Agreement.


Assignor and its affiliates make no warranty, expressed or implied, regarding either the Purchase Agreement or the real estate or other assets described therein.

This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

IT WITNESS WHEREOF, the undersigned have executed this Assignment this 2nd day of February 2024.

National Community Renaissance of Texas, Inc.,
a California non-profit public benefit corporation

East 43rd St., LLC,
a Texas limited liability company

By: 
Michael Ruane, President

By: 
Sarah Andre, Sole Member



COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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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: **Capital River Group, LLC - Series 33**

Address: **205 W. Mockingbird Ln, Austin, TX 78745**

Phone: **(512)577-9973**

E-mail: **cody@carr-re.com, stuart@carr-re.com**

Mobile: **(512)577-9973**

Fax or Other:

Buyer: **East 43rd St., LLC dba Structure Development and/or its assigns**

Address: **1301 Chicon, Suite 101, Austin, TX 78702**

Phone: **(512)698-3369**

E-mail: **sarah@structuretexas.com sallie@structuretexas.com**

Mobile:

Fax or Other:

2. PROPERTY:

- A. "Property" means that real property situated in **Travis** County, Texas at **404 W. Stassney Ln, Austin, TX 78745** (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: **Mobile Home Owned by Kevin Weiser - PFS - 1097982**.
- 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 \$ **1,000,000.00**

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

C. Sales price (sum of 3A and 3B) \$ **1,000,000.00**

(TXR-1801) 07-08-22

Initialed for Identification by Seller SC, SC and Buyer SA

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Commercial Contract - Improved Property concerning 404 W. Stassney Ln, Austin, TX 78745**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 contract:
- ☒ (1) is not contingent upon Buyer obtaining third party financing.
- ☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- ☐ 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: Buyer will deliver 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:

~~A. Not later than 3 days after the effective date, Buyer must deposit \$ 42,500.00 as earnest money with Stewart Title Company (title company) at 901 S. Monac Expy 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.~~

SEE EXHIBIT B

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

- ☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- ☐ (ii) _____.

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

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

6. TITLE POLICY, SURVEY, AND UCC SEARCH:**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 30 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

(TXR-1801) 07-08-22

Initialed for Identification by Seller SL, SL and Buyer SA, _____

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Commercial Contract - Improved Property concerning 404 W. Stassney Ln, Austin, TX 78745B. Survey: Within 10 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☒ Buyer (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 0 (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 30 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

Commercial Contract - Improved Property concerning 404 W. Stassney Ln, Austin, TX 78745

this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

- (3) Buyer's failure to timely object or terminate under this Paragraph 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: Remove Mobile home from Property

- ~~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.~~

~~(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 \$ _____ 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 sale. If no dollar amount is stated in this Paragraph 7B(1), if Buyer fails to deliver 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 \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. 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 additional period of _____ days by delivering \$ _____ to the title company as additional earnest money.~~

- ~~(a) \$ _____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.~~

- ~~(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:~~

~~(i) The additional independent consideration.~~

~~(ii) (Check no boxes or only one box.)~~

- ~~☐ all or ☐ \$ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.~~

(TXR-1801) 07-08-22

Initialed for Identification by Seller SL and Buyer SA

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Commercial Contract - Improved Property concerning 404 W. Stassney Ln, Austin, TX 78745

~~If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver 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 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 7 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession: *(Check all that apply.)*
 - ☐ (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;

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- ☐ (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) _____

(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.

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 NA 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.

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Commercial Contract - Improved Property concerning 404 W. Stassney Ln, Austin, TX 78745**9. BROKERS:**

A. The brokers to this sale are:

Principal Broker: Northmarq Multifamily, LLC

Cooperating Broker: _____

Agent: Hayden Schnieders

Agent: _____

Address: 901 S. Mopac Expy

Address: _____

Austin, TX 78746

Phone & Fax: _____

Phone & Fax: _____

E-mail: hschnieders@northmarq.com

E-mail: _____

License No.: 9007806

License No.: _____

Principal Broker: (Check only one box)

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

Cooperating Broker represents Buyer.

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

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

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

Principal Broker a total cash fee of:

☐ _____ % of the sales price.☐ _____ .

Cooperating Broker a total cash fee of:

☐ _____ % 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.☐ _____ (specific date).☒ See EXHIBIT B

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

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

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and Buyer

SA

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- 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;
 - (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.

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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 EXHIBIT B

13. SALES EXPENSES:

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

14. PRORATIONS:

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

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- 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.
- 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.

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Commercial Contract - Improved Property concerning 404 W. Stassney Ln, Austin, TX 78745**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;
 - (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;

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- (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, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed 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. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.
- 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);
☒ (13) Information of Hazardous Floodplain, Copy of Current Lease

(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.)

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- 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 federal reserve bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or federal reserve bank 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.
- 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*).

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SA

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- 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. 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."
- J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- 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: Stuart Carr and Cody Carr are related , have a financial interest in this transaction and are licensed real estate agents.
- 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 _____, the offer will lapse and become null and void.

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

Seller: Capital River Group, LLC - Series 33

East 43rd St., LLC dba Structure Development
Buyer: and/or its assigns

By: _____
By (signature): Stuart Carr 10/31/2023
Printed Name: Stuart Carr
Title: Manager

By: _____
By (signature): Sarah Andre 10/31/2023
Printed Name: Sarah Andre
Title: CEO

By: _____
By (signature): Stuart C. Carr 10/31/2023
Printed Name: Stuart C. Carr
Title: Manager

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

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Commercial Contract - Improved Property concerning 404 W. Stassney Ln, Austin, TX 78745**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: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

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

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

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

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

ESCROW RECEIPT

The title company acknowledges receipt of:

☒ A. the contract on this day October 31, 2023 (effective date);
☒ B. earnest money in the amount of \$ 21,250.00 in the form of Wire
 on November 1, 2023.

Title company: Stewart Title of Austin, LLC Address: 901 S MoPac Expy, Bldg 3, Ste 100,

By: Car Sanders for Mandy Dean-Knotts Phone & Fax: 512-472-9231 / 512-472-3101
Austin, TX 78746

Assigned file number (GF#): 2174741 E-mail: mandy.dean@stewart.com
evie.thomas@stewart.com



COMMERCIAL CONTRACT EXHIBIT

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EXHIBIT A
TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED CONCERNING THE PROPERTY AT
404 W Stassney Ln, Austin, TX 78745

LEGAL DESCRIPTION:

Being 1.66 acres of land, more or less, out of and a portion of the William Cannon League in Travis County, Texas, being all of Lots 3 and 4 and a portion of Lot 6, Block 3, PLEASANT HILL ADDITION, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 4, Page 7, Plat Records of Travis County, Texas, and being more particularly described by metes and bounds as follows;

Beginning at an iron pin found at the most Southerly corner of Lot 4; same being the most Southerly corner of this tract, and which point of beginning is in the North line of Stassney lane;

THENCE, with the North line of Stassney lane, North 58 degrees 42 minutes West 200.20 feet to an iron pin set at the most Westerly corner of this tract, same being the most Westerly corner of Lot 3 and the most Southerly corner of Lot 1-A, Puschman Subdivision, a subdivision of record in Book 51 at Page 33 of the Plat records of Travis County, Texas;

THENCE, North 33 degrees 53 minutes East 380.20 feet to an iron pin set at the most Easterly corner of Lot 1-A, same being the most Northerly corner of this tract, and which point is in the South line of Community of Fairview, Section One, a Subdivision of record in Book 20 at Page 16 of the Plat Records of Travis County, Texas;

THENCE, with the South lines of Community of Fairview, Section One, and a tract of land conveyed to Crestland Homes, Inc., by deed of record in Volume 2679 at Page 502 of the Deed Records of Travis County, Texas, 58 degrees 35 minutes East 177.39 feet to an iron pin set at the most Northerly East corner of this tract;

Continued... See Addendum Exhibit Information 1

Seller: Capital River Group, LLC - Series 33

Buyer: East 43rd St., LLC dba Structure Development

By: DocuSigned by: Stuart Carr 10/31/2023
By (signature): Stuart Carr
Printed Name: Stuart Carr
Title: Manager

By: DocuSigned by: Sarah Andre 10/31/2023
By (signature): Sarah Andre
Printed Name: Sarah Andre
Title: CEO

By: DocuSigned by: Stuart C. Carr 10/31/2023
By (signature): Stuart C. Carr
Printed Name: Stuart C. Carr
Title: Manager

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

(TXR-1937) 1-26-10

Page 1 of 1

ADDENDUMPROPERTY: **404 W Stassney Ln, Austin, TX 78745****1) Exhibit Information**

THENCE, South 33 degrees 53 minutes West 72.77 feet to an iron pin found at the most Northerly corner of that certain tract of land conveyed to K. D. Hare by deed of record in Volume 3505 at Page 310 of the Deed Records of Travis County, Texas, South 33 degrees 35 minutes West 72.46 feet to an iron pin found at the most Westerly corner of the here tract and South 56 degrees 07 minutes East 22.00 feet to an iron pin set at the most Easterly corner of Lot 4, same being the most Southerly East corner of this tract;
THENCE, South 33 degrees 47 minutes West 233.68 feet to the point of beginning, and containing 72,670 square feet, more or less, of land.

LESS AND EXCEPT:

Field notes for 779 square feet of land, same being out of and a part of Lots 3 and 4, Block 3, Pleasant Hill Addition, a subdivision in the City of Austin, Travis County, Texas, of record in Book 4, at Page 7, of the Plat Records of Travis County, Texas, which Lots 3 and 4 were conveyed to Robert Coffee, et al., by Warranty Deed Dated April 24, 1973, of record in Volume 4662 at Page 2104 of the Deed Records of Travis County, Texas; said 779 square feet of land are more particularly described by Metes and Bounds as follows:

Beginning at the Southeast corner of the herein described tract of land, same being the Southeast corner of said Lot 4, same also being the Southwest corner of Lot 5 in said Block 3, and which point of beginning is in the present North line of Stassney Lane;

THENCE, with the South lines of said Lots 3 and 4, same being said present North line of Stassney Lane, in a Westerly direction with the following two (2) courses:

(1) North 58 degrees 48 minutes 09 seconds West 100.19 feet to a point;

(2) North 58 degrees 35 minutes 58 seconds West 100.32 feet to the Southwest corner of the herein described tract of land, same being the Southwest corner of said Lot 3, same also being the Southeast corner of Lot 1A, Puschman Subdivision, a subdivision of record in Book 51 at Page 33 of the Plat Records of Travis County, Texas;

Continued... See Next Page

Date: 10/31/2023
 Date: _____
 DocuSigned by:
 Stuart Carr
 Signature 5B0EF02C5A8247D...

Date: 10/31/2023
 Date: _____
 DocuSigned by:
 Stuart C. Carr
 Signature 5B57924793AB4E9...

Date: 10/31/2023
 Date: _____
 DocuSigned by:
 Sarah Andre
 Signature BA07BF5C939046D...

Date: _____
 Date: _____
 Signature

Addendum

ADDENDUM

PROPERTY: 404 W Stassney Ln, Austin, TX 78745

THENCE, with the West line of said Lot 3, same being the East line of said Lot 1A, North 33 degrees 52

minutes 00 seconds East 2.75 feet to the Northwest corner of the herein described tract of land, same being a point in the proposed North line of Stassney Lane, same being a line fifty (50.00) feet North of parallel to the centerline of Stassney Lane as shown in the records of the Engineering Department of the City of Austin;

THENCE, with said proposed North line of Stassney Lane, South 59 degrees 18 minutes 00 seconds East 200.61 feet to the Northeast corner of the herein described tract of land, same being a point in the East line of the aforesaid Lot 4, same being the West line of the aforesaid Lot 5;

THENCE, with said East line of Lot 4, same being said West line of Lot 5, South 33 degrees 52 minutes 00 seconds West 4.85 feet to the point of beginning.

Date: 10/31/2023

DocuSigned by:
Stuart Carr
Signature 5B0EF02C5A6247D...

Date: 10/31/2023

DocuSigned by:
Stuart C. Carr
Signature 5957924793AB4E9...

Date: 10/31/2023

DocuSigned by:
Sarah Andre
Signature 5B0EF02C5A6247D...

Date: _____

Signature _____

Addendum

EXHIBIT "B"
Special Provisions Addendum

THIS SPECIAL PROVISIONS ADDENDUM (this "Addendum") is made effective as of 10/31/2023, SA SL
2023 (the "Effective Date"), by and between **Capital River Group, LLC – Series 33** ("Seller") and
East 43rd St., LLC dba Structure Development and/or its assigns ("Buyer").

WHEREAS, this Addendum is attached to and made a part of that certain Texas Realtors' form of Commercial Contract – Improved Property executed of even date herewith by and between Seller and Buyer (such contract, together with all exhibits and addenda attached thereto, including this Addendum, being hereinafter referred to as this "Contract") pertaining to the sale and purchase of the real property located at 404 W. Stassney Ln., Austin, Texas 78745, and legally described as shown in Exhibit "A" attached to and made a part of this Contract.

WHEREAS, Seller and Buyer acknowledge that Seller's and Buyer's respective rights and obligations regarding the Property shall be controlled by this Contract, including this Addendum; and

WHEREAS, Seller desires to sell, and Buyer desires to acquire, the Property pursuant to this Contract, including this Addendum.

NOW, THEREFORE, in consideration of the recitals, premises and the mutual covenants contained herein and other good and valuable consideration, Seller and Buyer agree as follows.

- 1. Purpose and Effect of Addendum.** Unless otherwise expressly provided to the contrary in this Addendum, any terms which have been given defined meanings (whether or not capitalized) and used in this Addendum are intended to have the same meanings ascribed to them as set forth in the standard printed form portion of this Contract. The parties acknowledge that the partial intent of this Addendum is to amend, modify and, in some instances, nullify, certain provisions of the standard printed form portion of this Contract. Therefore, in the event of any conflict or inconsistency between the provisions set forth in this Addendum, on the one hand, and the provisions set forth in the standard printed form portion of this Contract, on the other hand, the provisions set forth in this Addendum shall control and govern as fully and to the same extent as if such conflicting or inconsistent provisions contained in the standard printed form portion of this Contract had been deleted or otherwise conformed to the provisions set forth in this Addendum (whether or not such provisions in the standard printed form portion of this Contract, in fact, have been deleted or so conformed). In furtherance of, but without limiting, the foregoing, any and all provisions of the standard printed form portion of this Contract are hereby modified wherever necessary, and even though the same may not be specifically addressed herein, so as to conform to the provisions set forth herein.
- 2. Initial Earnest Money Deposit.** Not later than three (3) days after the Effective Date, Buyer shall deposit \$21,250.00 as earnest money (the "Initial Earnest Money Deposit") with Stewart Title Company at 901 S. Mopac Expy, Bldg III, Suite 100, Austin, Texas 78746 – Attn: Mandy Dean-Knotts ("Escrow Agent").
- 3. Feasibility Period.** Notwithstanding any provision to the contrary in the Contract, the feasibility period shall be the period of time commencing on the Effective Date of this Contract and concluding on January 22, 2024. If Buyer terminates the Contract during the Feasibility Period, the Initial Earnest Money will be refunded to Buyer less \$1,250.00 that Seller will retain as independent consideration for the Feasibility Period. The independent consideration is to be credited to the sales price only upon closing of the sale.

4. **Additional Earnest Money Deposits.** Buyer shall deposit two (2) Additional Earnest Money Deposits as follows:
 - a. On or before April 19, 2024, Buyer shall deposit as additional earnest money the sum of \$12,500 with Escrow Agent.
 - b. On or before June 7, 2024, Buyer shall deposit as additional earnest money, the sum of \$12,500 with Escrow Agent.

The Additional Earnest Money Deposits shall credit to the purchase sales price and shall become non-refundable and released to the Seller upon the expiration of the Low-Income Housing Tax Credit Contingency ("LIHTC Contingency") as more particularly described below.

5. **LIHTC Contingency.** Buyer's obligation to purchase of the Property is contingent upon receipt of a low-income housing tax credit ("LIHTC"), as defined in the Tax Reform Act of 1986, as amended. Buyer shall have until July 29, 2024 to confirm Buyer's receipt/approval for LIHTC funding. If Buyer terminates this Contract pursuant to the LIHTC Contingency, Buyer shall be entitled the return of the Additional Earnest Money Deposits but not the Initial Earnest Money Deposit. If Buyer fails to terminate this Contract on or before July 29, 2024, pursuant to the LIHTC Contingency, the Initial Earnest Money Deposit and Additional Earnest Money Deposits shall become non-refundable and released to the Seller.
6. **Closing.** The Closing Date shall be on or before the date which is ninety (90) days following the expiration of the LIHTC Contingency. Buyer shall have two (2) consecutive options to extend the Closing Date for 60-days each by depositing the sum of \$12,500 (the "Closing Date Extension Fee") with Escrow Agent on or before the Closing Date, as extended. The Closing Date Extension Fee shall apply to the purchase price but non-refundable and released to the Seller.
7. **Attorneys' Fees; Venue.** The Parties agree that in any proceeding to enforce the terms of this Contract that the prevailing party shall be entitled to recover from the non-prevailing party reasonable and necessary attorney's fees and court costs, including deposition and expert costs. The Parties further agree that the venue and jurisdiction for any proceedings related to this Contract shall be exclusively in the State Courts located in Travis County, Texas.

ASSIGNMENT OF REAL ESTATE CONTRACT

East 43rd St., LLC a Texas limited liability company, the undersigned Assignor, pursuant to rights granted, does hereby grant, assign, transfer and convey unto National Community Renaissance of Texas, Inc. a California non-profit public benefit corporation, its successors and assigns, as Assignee, all of its rights, title and interest in and to the Real Estate Contract (the "Purchase Agreement") dated on or about December 7, 2023 between Stephen Hult and Hollis Hult, as seller, and East 43rd St., LLC, as buyer, for the purchase price of \$605,000, subject to adjustments as provided in the Purchase Agreement, as the same may be amended by the parties, for the sale and purchase of the real estate described in the Purchase Agreement. Pursuant to Section 22. E. of the Purchase Agreement, the Purchase Agreement may be freely assigned by Buyer.

Assignee hereby assumes all of Assignor's duties and obligations under said Purchase Agreement and agrees to fulfill all terms, conditions, and contingencies of said Purchase Agreement and to perform as required in good faith and within any time periods established by said Purchase Agreement. Assignee shall have all right, title or interest in or to any down payment, earnest money deposit and other sums at any time paid or to be paid by Assignor with respect to the Purchase Agreement.


Assignor and its affiliates make no warranty, expressed or implied, regarding either the Purchase Agreement or the real estate or other assets described therein.

This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

IT WITNESS WHEREOF, the undersigned have executed this Assignment this 2nd day of February 2024.

National Community Renaissance of Texas, Inc.,
a California non-profit public benefit corporation

East 43rd St., LLC,
a Texas limited liability company

By: 
Michael Ruane, President

By: 
Sarah Andre, Sole Member



COMMERCIAL CONTRACT - IMPROVED PROPERTY

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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: Stephen Hult & Hollis Hult

Address: 2502 Berwyn Circle, Austin, Texas 78745

Phone: 5125008080 E-mail: stephen@hultinvestments.com

Mobile: 9033604681 Fax or Other: _____

Buyer: East 43rd St., LLC

Address: 1301 CHICON ST UNIT 101 AUSTIN, TX 78702-2151

Phone: 512-698-3369 E-mail: sarah@structuretexas.com

Mobile: _____ Fax or Other: _____

2. PROPERTY:

- A. "Property" means that real property situated in Travis County, Texas at 5504 Humming Bird LN Austin TX 78745 (address) and that is legally described on the attached Exhibit _____ or as follows: .2077 ACR OF LOT 6 BLK 3 PLEASANT HILL ADDN

- 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: N/A
- 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.....\$ 605,000.00

B. Sum of all financing described in Paragraph 4.....\$ 0.00

C. Sales price (sum of 3A and 3B).....\$ 605,000.00

(TXR-1801) 07-08-22

Initialed for Identification by Seller: SH, HH, and Buyer: _____

Page 1 of 15

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 contract:
- ☒ (1) is not contingent upon Buyer obtaining third party financing.
- ☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- ☐ 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: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ 20,000.00 as earnest money with Coats Rose -Fee Attorney for Chicago Title (title company) at 16000 North Dallas Parkway, Suite 350, Dallas, Texas (address) Jackye Mees (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.

See Attached Special Provisions Addendum

HH SH

- B. ~~Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before _____~~
- ☒ (i) ~~_____ days after Buyer's right to terminate under Paragraph 7B expires, or~~
- ☐ (ii) ~~_____~~
- ~~Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.~~
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. **TITLE POLICY, SURVEY, AND UCC SEARCH:**

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 10 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.

Commercial Contract - Improved Property concerning 5504 Humming Bird LN Austin TX 78745

B. Survey: Within 5 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☒ Buyer (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 7 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

(TXR-1801) 07-08-22

Initialed for Identification by Seller: SH, HH, and Buyer: _____

Page 3 of 15

objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 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 xxx days after the effective date (feasibility period) by providing Seller written notice of termination.

See Attached
Special Provisions
Addendum

(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 \$_____ 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 \$_____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. 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 additional period of _____ days by delivering \$_____ to the title company as additional earnest money.

(a) \$_____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) (Check no boxes or only one box.)

☐ all or ☐ \$_____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver 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 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 5 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession: *(Check all that apply.)*
 - ☐ (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;

Commercial Contract - Improved Property concerning 5504 Humming Bird LN Austin TX 78745

- ☐ (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)

(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.

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 N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than N/A by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of 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.

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9. BROKERS:

A. The brokers to this sale are:

Principal Broker: <u>Sammie Joseph III</u>	Cooperating Broker: <u>N/A</u>
Agent: <u>Stephen Hult (770376)</u>	Agent: <u>N/A</u>
Address: <u>P.O. Box 5178</u> <u>Austin, Texas 78763</u>	Address: <u>N/A</u>
Phone & Fax: <u>(512) 470-7877</u>	Phone & Fax: <u>N/A</u>
E-mail: <u>sammie@josephcompanies.com</u>	E-mail: <u>N/A</u>
License No.: <u>530455</u>	License No.: <u>N/A</u>

Principal Broker: (Check only one box)

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

Cooperating Broker represents Buyer.

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

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

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

Principal Broker a total cash fee of:

☒ 0 % of the sales price.

☐ _____.

Cooperating Broker a total cash fee of:

☒ 0 % 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.

☒ 5/28/2024 (specific date).

☐ _____.

(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.

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- 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;
 - (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.)*

- Buyer agrees to release 100% of Earnest Money to seller once Earnest Money goes hard
- Buyer agrees to pay 100% of property taxes after 5/28/2024 unless the contract is terminated

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.
 - (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.

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- 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.
- 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.

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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;
 - (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;

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- (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, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed 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. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.
- 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);
 - ☒ (13) **Special Provisions Addendum**

(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.)

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- 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 federal reserve bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or federal reserve bank holiday.

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

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver 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.
- 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*).

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- 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. 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."
- J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- 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: Stephen Hult is a Texas Real Estate License Holder and owns 5504 Humming Bird Lane equally with Hollis Hult (Wife)
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 12/8/2023, the offer will lapse and become null and void.

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

Seller: Stephen Hult &
Hollis Hult

Buyer: East 43rd St., LLC

By: _____

By: _____

By (signature): Stephen Hult

By (signature): East 43rd St., LLC

Printed Name: Stephen Hult

Printed Name: East 43rd St., LLC

Title: _____

Title: _____

By: _____

By: _____

By (signature): Hollis Hult

By (signature): _____

Printed Name: Hollis Hult

Printed Name: _____

Title: _____

Title: _____

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AGREEMENT BETWEEN BROKERS

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

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

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

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

Principal Broker: Sammie Joseph III

Cooperating Broker: N/A

By: _____

By: _____

ATTORNEYS

Seller's attorney: _____

Buyer's attorney: _____

Address: _____

Address: _____

Phone & Fax: _____

Phone & Fax: _____

Email: _____

Email: _____

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

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

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

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

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☒ A. the contract on this day December 7, 2023 (effective date);
☒ B. earnest money in the amount of \$ 20,000.00 in the form of wire on 12/11/23

Title company: Coats Rose - Fee Attorney for

Address: 16000 North Dallas Parkway, Suite
350, Dallas, TX 75248

By: Joseph Love *[Signature]*

Phone & Fax: 972-419-4728 (D)

Assigned file number (GF#): 8000552300063

E-mail: jlove@coatsrose.com

SPECIAL PROVISIONS ADDENDUM
To 5504 HUMMING BIRD LN, AUSTIN, Texas Commercial Contract
(the "Contract") for approximately .2077 Acres in Size

This Special Provisions Addendum is attached to the form of Texas Realtors Commercial Contract of Sale by and between EAST 43RD ST. LLC, ("Buyer") and Stephen Hult & Hollis Hult ("Seller"). To the extent any of the provisions in the form Contract of Sale are inconsistent with this Addendum, the parties intend for the provisions of this Addendum to control.

Earnest Money:

Within three (3) business days following the Effective Date, Buyer shall deliver to Chicago Title, 14755 Preston Rd., Suite 600, Dallas, Texas 75254, Attention: Jackye Mees, telephone number (972) 419-4760; Email: jmees@coatsrose.com (the "Title Company"), as escrow agent, Twenty Thousand and No/100 Dollars (\$20,000.00) as earnest money (together with all interest accrued thereon, the "Earnest Money Deposit"). The Earnest Money Deposit shall be non-refundable and released to seller at Sellers sole discretion with the following schedule, except in the event of Seller's default and subject to Seller adhering to the contract conditions.

- 1) \$2,000.00 of this Earnest Money Deposit shall be non-refundable to Buyer and fully released to Seller within 0 days of the effective date.
- 2) An additional \$3,000.00 of the earnest money shall be non-refundable to Buyer on 12/31/2023 and fully released to Seller.
- 3) An additional \$6,000.00 of the earnest money shall be non-refundable to Buyer on 1/31/2024 and fully released to Seller.
- 4) The remaining \$9,000.00 of the earnest money shall be non-refundable to Buyer on the earlier of March 31st, 2024 or 3 business days after the first Texas Department of Housing and Community Affairs 9% Housing Tax Credit 2024 Full Application log is posted.

The Earnest Money Deposit shall be deposited and held by the Title Company in a federally insured account and Buyer agrees to fully release The Earnest Money Deposit in accordance of this Special Provisions Addendum. In the event the transaction is not closed, the Earnest Money Deposit shall be disbursed in accordance with the provisions of this Special Provisions Addendum.

Initialed for identification by Buyer  and Seller  .

Feasibility Period:

(a) Buyer, at Buyer's expense, shall conduct such engineering studies of the Property, physical inspections of the Property and studies including structural engineering, economic feasibility, geotechnical and related matters that Buyer deems necessary, including studies and inspections to determine the existence of any environmental hazards or conditions (collectively, the "Feasibility Study") during the period (the "Feasibility Period") commencing on the Effective Date of this Contract and ending February 28, 2024 at 5:00 p.m., (Central Standard Time) for Buyer's intended development of the Property which is construction of multifamily housing (the "Project"). Buyer or its designated agents may enter upon the Property during normal business hours with 24 hours notice to Seller (8 a.m. to 5 p.m., Monday through Friday) during the Feasibility Period, for purposes of analysis or other tests and inspections which may be deemed necessary by Buyer for the Feasibility Study. Buyer shall indemnify Seller for any actual direct losses incurred by Seller in connection with any property damage or personal injury claims arising out of such inspections and testing by Buyer on the Property, except for (i) any such losses which are caused by the negligence or misconduct of Seller, and (ii) any diminution in value of the Property as a result of any findings of Buyer during its Feasibility Study.

(b) If Buyer determines for any reason whatsoever, in its sole discretion, at any time prior to the expiration of the Feasibility Period that the Property is not satisfactory to Buyer, then Buyer may terminate this Contract by written notice to Seller within the Feasibility Period given in accordance with this Section, in which event the refundable portion of the Earnest Money Deposit, if any, shall be returned to Buyer by the Title Company, and thereafter neither party shall have any rights or liabilities hereunder. If Buyer does not terminate this Contract by written notice given to Seller within the Feasibility Period, the conditions of this Section shall be deemed to have been satisfied, and Buyer may not thereafter terminate this Contract pursuant to this Section, except by reason of Seller's default.

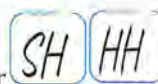
(c) The Feasibility Study conducted by Buyer shall be at Buyer's expense. Buyer shall promptly restore the Property and the FF&E (if any) as reasonably close to its condition prior to Buyer's entry thereon as possible, Seller will cure any M&M liens should any arise pertaining solely to the seller.

(d) If Buyer does not elect to terminate this Contract during the Feasibility Period, the entire Earnest Money Deposit shall be non-refundable to Buyer except by reason of Seller's default; provided, if Buyer terminates this Contract pursuant to the express provisions of Section 15 following a default by Seller, Title Company shall promptly refund the Earnest Money Deposit less the Released portion to Buyer.

Initialed for identification by Buyer



and Seller



Closing:

The closing of the sale of the Property to Buyer (the "Closing") shall take place at the Title Company pursuant to an escrow closing on or before ninety (90) days after the Feasibility End Date (the "Closing Date") provided, however, that Buyer may elect to close at any time upon thirty (30) day's written notice to Seller. Buyer shall have the right to extend the date of Closing for three (3) additional periods of sixty (60) days by giving written notice to Seller on or before 30 days prior to closing. Should buyer not provide written notice to exercise their option(s) to extend then buyer forfeits their right to extend the closing date. Buyer agrees to deposit with the Title Company additional Earnest Money of Twenty Thousand and No/100 Dollars (\$20,000.00) for each extension within (7) Seven days of providing written notice (an "Extension Deposit") and Buyer agrees to release 100% of the Earnest Money Deposit to Seller at Seller's sole discretion. The Extension Deposit shall be released to the Seller, be non-refundable to Buyer (except in the event of Seller's default) and shall be applicable to the Sales Price at Closing.

Governmental Approvals:




Buyer may, at its option and expense, prepare and submit prior to Closing all applications for, and seek to obtain approval by the City of Austin, Texas and/or other applicable governmental authorities of all approvals, permits, licenses, platting (if necessary), and agreements required for Buyer's intended development and use of the property (collectively, the "Governmental Approvals"). Buyer shall be responsible for all engineering, legal, zoning and other professional fees in connection with the preparation, submission and approval of the Governmental Approvals, any application fees, impact fees, drainage fees, development fees and all other fees charged by applicable governmental authority, and for all bonding of any on- or off-site improvements, including sidewalks, required by applicable governmental authority in connection with the Governmental Approvals. Seller shall cooperate with Buyer in connection with the application and approval of the Governmental Approvals, including, without limitation, the timely execution and delivery of the applications, documents and instruments required by the City of Austin, Texas and other applicable governmental authority, provided that Seller shall not be obligated to incur any expense in connection therewith, other than Seller's legal fees.

Miscellaneous:

Buyer shall have the right to file prior to Closing, at Buyer's expense, any and all plans required in order to obtain a building permit, or replatting (or the vacation of any existing subdivision or consolidation plat) or any other application to obtain any approval or permit from any and all governmental authorities having jurisdiction over the Property, which Buyer deems appropriate in connection with the Project. Seller agrees to join in the execution of any application required in order to obtain such permit or approval (or file such application individually if the relevant governmental authority shall so require). Seller further agrees to cooperate with Buyer in all respects, including without limitation, attending and giving favorable testimony at any hearings on the petitions or applications,

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meeting with, and providing information to, public and private utilities and governmental and quasi-governmental entities and otherwise working to obtain the agreements, assurances, approvals and permits required by Buyer without additional cost or obligation to Buyer.

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Property Information

5a Appraisal

5b Property Maps

5c Zoning Verification letter

5d Proof of Site Control

5e Phase I ESA

ESA

Please note that due to the size of the Phase 1 Environmental Site Assessment, this report is being submitted under separate cover.