

2. A. Non-profit applicants/developers, attached copies of the following:

1. A "certificate of status" issued by the Texas Secretary of State.
 - Please see Exhibit A
2. Federal IRS certification granting non-profit tax-exempt status.
 - Please see Exhibit B
3. Certified financial audit for most recent year which include the auditor's opinion and management letters.
 - Please see Exhibit C
4. Board resolution approving the proposed project and authorizing the request for funding
 - Please See Exhibit D

B. For-profit applicants/developers, attach copies of the following:

1. For Corporations, Limited Partnerships, and Limited Liability Companies, a copy of a "certificate of status" issued by the Texas Secretary of State.
2. A current financial statement
3. Proof of sufficient reserves or a line of credit available, if necessary, in order to complete the proposed project.

3. Project Description – Provide a brief project description that addresses items "A" through "G" below.

- a. Indicate the location by providing an area map with the property highlighted.

The Sendero Hills Subdivision is located in East Austin. See location map (Exhibit E).

- b. Summarize the key financials of the project, clearly indicating total project cost, the amount and intended use of all AHFC funds requested, the amount(s) and provider(s) of other funding and the status of those commitments.

Austin Neighborhood Alliance for Habitat (ANAH) is seeking funding to provide down payment assistance to low-income homebuyers in the Sendero Hills Subdivision, which is an approved single-family residential subdivision owned by Austin Habitat for Humanity (AHFH). ANAH is requesting \$189,534 in AHFC funds. ANAH partners with AHFH, which has a current annual production of 25 homes. The funding will be utilized for homebuyer assistance for five (5) homebuyers in the form of a 2nd lien. AHFH also receives corporate contributions, ReStore revenue, individual donations, grants, and mortgage income that support the construction of the homes.

- c. Indicate the type of structure(s) (i.e., single-family detached, etc.), the number of units, the number of bedrooms and bathrooms in each type or style of unit, and the size of the units in square feet.

AHFH will develop five (5) single-family detached homes in the Sendero Hills Subdivision. House plans range from 900 square feet (with 2 bedrooms and one bath) to 1,400 square feet (with 5 bedrooms and 2 baths).

- d. Indicate the expected sales price for each type or style of unit.

The portfolio of house plans is of typical bungalow single-family detached homes that are wood-framed with siding. The house prices and mortgages are as follows:

House Plans	Sales Price	Mortgage	Mortgage Payment	Estimated Taxes & Insurance	Estimated Total Payments
2-Bedroom	\$105,000	\$65,000	\$181	\$237	\$418
3-Bedroom	\$110,000	\$70,000	\$194	\$250	\$444
4-Bedroom	\$115,000	\$75,000	\$208	\$262	\$470
5-Bedroom	\$120,000	\$80,000	\$222	\$275	\$497

- e. List the income levels of proposed homebuyers expressed in terms of the percent of Median Family Income for the Austin-Round Rock MSA.

In order to qualify, clients must earn 60% or less of the median family income. Families are qualified for a 0% mortgage, provided homeownership counseling, and perform a 300-hour sweat equity contribution.

- f. If there are existing structures, provide documentation from the taxing authority or other third-party source indicating the year the structure was built.

N/A

- g. Demonstrate the development's compatibility with current Neighborhood Plan (if applicable).

N/A

Please attach the following to the description of the above items.

- h. Locate on the "Opportunity Map of Austin" the census tract in which the property lies. The map is attached to the Program Guidelines.

Please see Exhibit F

4. Site Control and Demonstration of Value

Include evidence of site control such as a warranty deed or a current, receipted earnest, and provide a real estate appraisal that is no older than six months and that uses 3 or more comparables, or current tax documentation that substantiates the value of the project.

Please see Exhibit G

5. Zoning

Include a letter from the City of Austin's Planning and Development Review Department (PDRD) verifying that the current zoning of the site for the proposed project is compatible with the anticipated use, or include documentation verifying that a request to change current zoning has been submitted to PDRD. If the project is approved for funding, appropriate zoning must be in place prior to execution of loan documents.

Please see Exhibit H

6. S.M.A.R.T. Housing™

Include a copy of the letter that indicates the project has been reviewed and meets S.M.A.R.T. Housing requirements.

Please see Exhibit I

- 7. Development Team and Capacity.** Identify below the persons or entities anticipated to be involved in the project, such as lenders, attorneys, accountants, architects, engineers, general contractor, sub-contractors, property managers and consultants. Also, indicate if any person or entity involved is certified by the City of Austin as a minority or women-owned business enterprise (**MBE/WBE**), or if any of the entities are also **non-profit** organizations.

Please also provide narrative information about the skills you or your development team members have in the following areas:

- a. project management – With more than 300 single-family homes constructed, Austin Habitat staff has several years of project management experience. Collectively the staff brings experience that includes all phases of housing development including site acquisition, land development, design, and construction.
- b. market analysis – With a focus toward affordable housing, our staff has experience in identifying housing demand and capacity for families that earn 30 to 60 percent of the median family income. Austin Habitat established an intake process for prospective families to enter our program. Many have been qualified through our housing counseling program and have gone through underwriting to determine their ability to pay a mortgage, yet they remain on a waiting list.
- c. site selection and control – Over the years ANAH has acquired finished lots and raw land that were developed for single-family housing development. We have experience identifying

prospective properties and evaluating them for feasibility and appropriateness. We strive to develop neighborhoods in locations where there are community facilities. Our staff acquired tracts in Sendero Hills for this project and is located in an area where residential development exists.

- d. planning and construction – ANAH staff has experience with the City’s Land Development Code, and has the capacity to navigate a housing development project through the entitlement and permitting process. Our organization also employs full-time personnel dedicated to housing construction, including coordinating a core group of experienced volunteers that consistently work on the houses we build.
- e. design, architecture and engineering – Our organization has a portfolio of house plans for single-family residential that range from 2 to 5 bedroom houses. We currently have working relationships with a variety of professionals including architects and engineers who provide design services as needed to complete our housing development projects.
- f. legal and accounting – ANAH employs the services of legal counsel as needed. They provide assistance in areas of land acquisition and coordinate title closings for our house selling transactions. Our accountant’s provide the necessary services essential to our operation and performs an annual audit that reflects the overall financial position of the organization. We also have on staff a Chief Financial Officer (CFO) and bookkeeping staff that monitor our operating transactions and construction spending activities.
- g. federal funding rules - On staff we have several personal that have experience in federal funding programs including CDBG, HOME, and NSP. We have a dedicated Grants Manager with federal program and contract administration experience, and over the years ANAH has received funding from these sources for housing development and construction.

	Development Team Name(s) and Contact Information	MBE? (Mark X if Yes)	WBE? (Mark X if Yes)	Non-profit? (Mark X if Yes)
Owner	Austin Habitat for Humanity, Inc.			X
Developer	Austin Habitat for Humanity, Inc.			X
Architect	Austin Habitat for Humanity, Inc.			X
Engineer				
Construction Lender	Austin Habitat for Humanity, Inc.			X
Other Lenders				
Attorney	Hancock and McGill			
Accountant	Austin Habitat for Humanity, Inc.			X
General Contractor	Austin Habitat for Humanity, Inc.			X
Consultant (if Applicable)				
Other:				

- 8. Development Schedule.** Complete the grid below. Re-order the steps according to the appropriate sequence for your project, and add in any other significant steps integral to your project’s development. If the development schedule differs across several properties to be involved in the project, provide a development schedule for each property. Please be as precise as possible, narrowing dates by 15 day intervals.

	DATE(S)
Acquisition and/or holding	4/24/2008
Environmental and/or historic review (AHFC)	8/31/2010
Securing and packaging project financing	12/1/2013
Construction Specifications and Cost estimates	9/1/2013
Construction Bids	9/1/2013
Construction Start	11/1/2013
Anticipated Draws (list all)	6/16/2014
Completion of Construction	5/5/2014
Marketing and Sales	Jan – March 2013
Project Completion (i.e., all homes conveyed to	6/30/2014

low to moderate income buyers)	
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- 9. Developer Capacity.** Provide narrative information on recent, similar, and successful experience in affordable housing development. Narrative should include information about experience from project conception, execution, and completion. Include experience using multiple fund sources, marketing and sale of homes, and previous working history with the Austin Housing Finance Corporation.

Austin Habitat has been in existence since 1985, and over the years it has built over 300 single-family houses. Austin Habitat has been developing the Sendero Hills neighborhood since 2008. Infrastructure is complete, 34 out of the 49 units has already sold, and the remaining units will likely be complete by June of 2014. Our approach to housing development begins with acquisition of finished vacant residential ready-to-build lots, but we do have experience developing subdivisions and retain the services of a civil engineer to assist us with design.

- 10. Detailed Project Budget -** Use the following table, or comparable format, to provide a complete project budget. Add line-items as necessary to detail the specific funding being requested. Delineate all prior and currently requested A&D funding by individual line item.

DETAILED PROJECT BUDGET				
	Total Project Cost	Prior A&D Funds Used in Project	A&D Funds Being Requested	Description
PREDEVELOPMENT				
Appraisal				
Environmental Review				
Engineering				
Survey	3,600			
Architectural				
TOTAL PREDEVELOPMENT	3,600			
ACQUISITION				
Site and/or Land	84,310	84,310		
Structures				
Other (specify)				
TOTAL ACQUISITION	84,310	84,310		
CONSTRUCTION				
Infrastructure	167,549	119,770		
Site work	9,370			
Demolition				
Concrete	80,000			
Masonry	1,250			
Rough carpentry	44,586			
Finish carpentry	18,000			
Waterproofing & Insulation	5,750			
Roofing & Sheet Metal	11,325			
Plumbing/Hot Water	43,500			
HVAC / Mechanical	26,500			
Electrical	34,725			
Doors/Windows/Glass	10,688			
Lath & Plaster/ Drywall & Acoustical	21,000			
Tile work				
Soft & Hard Floor	6,750			
Paint/Decorating/Blinds/Shades	4,250			
Specialties/Special Equipment				
Cabinetry/Appliances	10,875			
Carpet				
Other: Utilities & Trash	13,500			
Construction Contingency	1,500			
TOTAL CONSTRUCTION	511,118	119,770		

SOFT & CARRYING COSTS				
Legal				
Audit/Accounting	5,000			
Title/Recording				
Architectural (Inspections)				
Construction Interest				
Construction Period Insurance				
Construction Period Taxes				
Relocation				
Marketing	9,000			
Davis-Bacon Monitoring	4,500			
Other: Homebuyer Subsidies	200,000		189,534	
TOTAL PROJECT BUDGET	817,528	204,080	189,534	

11. Funds Proposal - Provide the following information to facilitate financial review of the proposed project:

- a. **Sources and Uses of Funds** – Complete Tables A & B below, identifying all sources and uses of funds to implement project and include evidence of funds anticipated (financial statements, commitment letters, etc.).

Please see Exhibit J

TABLE A: SOURCES OF FUNDS SUMMARY					Intended Use of Funds (Predevelopment, Acquisition, Construction, Soft Costs)
	Amount	Term	Interest Rate	Evidence (Deed, Sales Contract)	
Owner Equity					
Private Financing (List Below)					
AHFH	423,914	30 yr	0%	Sales Contracts	1 st Lien Mortgage
Other Sources (List Below)					
GO Bond funding	204,080		0%	Deed	Acquisition & Infrastructure
Proposed AHFC Funds	189,534		0%	N/A	Soft Costs
TOTAL	817,528				

TABLE B: USES OF FUNDS SUMMARY		
	Total Cost	Cost/Unit
Predevelopment	3,600.00	720.00
Acquisition	84,310.00	16,862.00
Hard Costs	511,118.00	102,223.60
Soft & Carrying Costs	218,500.00	43,700.00

Other Costs		
Total Project Costs	817,528.00	163,505.60

b. Leveraging - Complete Table C below. Include evidence of other funds leveraged by AHFC funds to implement the project such as owner equity and commitments from private and/or other public resources.

TABLE C: LEVERAGE SUMMARY	
TOTAL AHFC FUNDS	393,694
TOTAL OTHER FUNDS	423,914
LEVERAGE % - AHFC FUNDS	48%

TABLE D: AFFORDABILITY DATA

	House Model One	House Model Two	House Model Three	House Model Four
Number of Bedrooms	2	3	3	4
Square Footage	900	1086	1087	1233
Anticipated Sale Price	\$105,000	\$110,000	\$110,000	\$115,000
Borrower Contribution	\$500	\$500	\$500	\$500
Homebuyer Subsidy (List all sources separately)				
Deferred, forgivable loan	\$40,000	\$40,000	\$40,000	\$40,000
Total Principal Amount of Mortgage	\$64,500	\$69,500	\$69,500	\$74,500
Anticipated Interest Rate	0%	0%	0%	0%
Monthly Principal Amount	\$181	\$194	\$194	\$208
Monthly Interest	\$0	\$0	\$0	\$0
Estimated Monthly Taxes	\$199	\$212	\$212	\$224
Estimated Monthly Insurance	\$38	\$38	\$38	\$38
TOTAL Estimated PITI	\$418	\$444	\$444	\$470

13. Partnership with Non-profit entities. Include commitments from other non-profit organizations or a City of Austin-certified Community Housing Development Organization (CHDO) to partner on the project in some way.

Austin Neighborhood Alliance for Habitat partners with Austin Habitat for Humanity, which is a non-profit organization. Please see Exhibit K.

ATTENTION:

Please submit with the Application a completed "self-evaluation" using the following Scoring Criteria.



**Scoring Criteria
Acquisition & Development Program**

Applications received will be reviewed and evaluated according to the following criteria:

REQUIRED INFORMATION:

- | | | | |
|------------------------------|---------|-----------------------------|---------|
| 1. Applicant Information | x _____ | | |
| 2a. Non-profit List of Items | x _____ | 9. Developer Capacity | x _____ |
| or | | 10. Project Budget | x _____ |
| 2b. For-profit List of Items | | 11. Funds Proposal: | |
| 3. Project Description | x _____ | a. Sources | x _____ |
| 4. Site Control/Value | x _____ | b. Uses | x _____ |
| 5. Zoning | x _____ | c. Leveraging | x _____ |
| 6. S.M.A.R.T. Housing | x _____ | 12. Good Neighbor Checklist | x _____ |
| 7. Development Team | x _____ | | |
| 8. Development Schedule | x _____ | | |

EVALUATION CRITERIA:

Proposed projects will be reviewed and scored on a competitive basis relative to the evaluation criteria below. A maximum possible score is **160** points. Proposed projects must receive a minimum score of **100** points. A score above the minimum score does not guarantee funding.

1. **DEVELOPER EXPERIENCE AND QUALIFICATIONS** (maximum 15 points) 15

- 15 points:** Developer has recent, similar, and successful completion of a development similar in size and scope with income-restricted units.
- 10 points:** Developer has recent, similar, and successful completion of a development **smaller** in size and scope with income-restricted units.
- 8 points:** Consultant directly involved who has successfully completed a development similar in size and scope with income-restricted units.
- 5 points:** Developer has recent, similar, and successful completion of a development similar in size and scope **without** income-restricted units

2. **SOURCES & USES OF FUNDS** (maximum 10 points) 10

- 10 points:** All sources and uses of funds are clearly indicated and sufficient evidences of funding availability and/or commitments are included.
- 5 points:** All sources and uses of fund are clearly indicated, but evidence of funding availability or commitments are incomplete.

3. **LEVERAGE** (maximum 10 points) 4

- AHFC funding relative to Total Project Costs equals:
- 10 points:** 25% or less
 - 8 points:** 26% - 30%
 - 6 points:** 31% - 35%
 - 4 points:** 36% - 50%
 - 0 points:** 51% or greater

4. **AFFORDABLE UNITS** (maximum 25 points) 25

If the development has a mix of units at different income levels, add the results for the percentage of units in each income category up to the maximum of 25 points. If the project has a percentage of units in a given income category that is not an exact multiple of ten as shown in the chart, please round up to the next multiple of 10 and use that point value.

% of AHFC Assisted Units in Total Development										
% of MFI	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
80%	0	5	7	10	12	15	17	20	22	25
65%	5	7	10	12	15	17	20	22	25	
60%	7	10	12	15	17	20	22	25		
50%	10	12	15	17	20	22	25			
30%	12	15	17	20	22	25				

5. **AVERAGE INVESTMENT PER UNIT** (maximum 20 points) 20

	<u>Single-Unit Structures</u>	<u>Multi-Unit Structures</u>
20 points	<\$40/unit	<\$40/unit
16 points	<\$50/unit	<\$45/unit
12 points	<\$60/unit	<\$50/unit
8 points	<\$70/unit	<\$55/unit
4 points	<\$80/unit	<\$60/unit

6. **AFFORDABILITY PERIOD** (maximum 25 points) 15

25 Points: Affordability of project is for 99-years or project is in a Community Land Trust.
15 Points: Affordability period of less than 99 years but enforced through "re-sale" provisions, i.e., home must be re-sold to low- to moderate-income buyer during the affordability period.

7. **PRIORITY LOCATION** (10 points) 0

10 points: Project is located in a Vertical Mixed-Use (VMU) Corridor, or is a Planned-Unit Development (PUD) or Transit Oriented Development (TOD).

8. **GEOGRAPHIC DISPERSION** (maximum 25 points) 15

Project is located in an area identified according to the Kirwan institute's opportunity map of Austin (Map #2) as having greater opportunity for affordable housing for low-income households.

25 points:	Very High
20 points:	High
15 points:	Moderate
10 points:	Low
5 points:	Very Low

9. **PROJECT READINESS** (maximum 10 points) 10

New construction

2 points each; maximum 10 points

2 The project meets the normal eligibility requirements under the existing program guidelines.

2 The property is already owned by the developer.

2 The project has completed all necessary design work and received site plan approval.

2 All environmental reviews have been completed.

2 The project has firm commitments from **all** financing sources.

Acquisition and Rehab

2 points each; maximum 10 points

 The project meets the normal eligibility requirements under the existing program guidelines

 All environmental reviews have been completed.

 The project has firm commitments from all financing sources.

 A General Contractor has been selected.

_____ Closing on the acquisition of the property can be achieved in less than 30 days.

Acquisition of Completed Units

2.5 points each (round up to nearest whole number); maximum 10 points

_____ The project meets the normal eligibility requirements under the existing program guidelines

_____ All environmental reviews have been completed.

_____ The project has firm commitments from all financing sources.

_____ Closing on the acquisition of the property can be achieved in less than 30 days.

11. **MBE/WBE PROJECT PARTICIPATION** (5 points) 0

5 points: Development team includes registered City of Austin minority or women-owned business enterprises (M/WBE).

12. **PARTNERSHIP WITH NON-PROFIT ENTITIES** (5 points) 5

5 points: Applicant provides evidence of commitment from another certified non-profit organization to partner on the project in some way.

TOTAL SCORE 119



Franchise Tax Account Status

As of: 12/12/2013 06:18:26 PM

This Page is Not Sufficient for Filings with the Secretary of State

AUSTIN NEIGHBORHOOD ALLIANCE FOR HABITAT, INC.

Texas Taxpayer Number [REDACTED]

Mailing Address 310 COMAL ST STE 100
AUSTIN, TX 78702-4450

Right to Transact Business in
Texas ACTIVE

State of Formation TX

Effective SOS Registration
Date 05/09/2005

Texas SOS File Number [REDACTED]

Registered Agent Name KELLY E WEISS

Registered Office Street
Address 310 COMAL STREET, SUITE 100
AUSTIN, TX 78702

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

DEPARTMENT OF THE TREASURY

Date: **JUN 09 2006**

AUSTIN NEIGHBORHOOD ALLIANCE FOR
HABITAT INC
310 COMAL ST STE 100
AUSTIN, TX 78702-4450

Employer Identification Number:

DLN:

17053250093035

Contact Person:

VICTORIA LAHEY

ID# 31304

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

509(a)(3)

Form 990 Required:

Yes

Effective Date of Exemption:

May 9, 2005

Contribution Deductibility:

Yes

Dear Applicant:

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

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

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

We have determined that you are a Type 1 supporting organization under section 509(a)(3). A Type 1 is operated, supervised, or controlled by, a Type 2 is supervised or controlled in connection with, and a Type 3 is operated in connection with one or more publicly supported organizations.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

AUSTIN NEIGHBORHOOD ALLIANCE FOR

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lois G. Lerner".

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

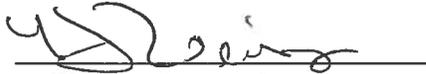
Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

AUSTIN NEIGHBORHOOD ALLIANCE FOR HABITAT, INC.
BOARD RESOLUTION

BE IT RESOLVED THAT Austin Neighborhood Alliance for Habitat is authorized to apply for City of Austin grant funding, including federal and local sources, such as General Obligation Bonds, HOME funds, or other funds as available. The authorized application amount for all projects shall not exceed \$10 million, effective from this date through December 31, 2014.

AS APPROVED BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS,

IN WITNESS WHEREOF, the undersigned have executed this instrument in one or more counterparts, each of which shall constitute an original, on the date or dates set forth below.

BY:	 Kelly Weiss, Board President	<u>1/9/14</u> Date
	 Mildred Davis, Board Secretary	<u>1-9-14</u> Date
	 Willie Mae Sawyers, Board Treasurer	<u>1/14/14</u> Date



Address **6307 Sandshof Dr**
Austin, TX 78724

Exhibit E

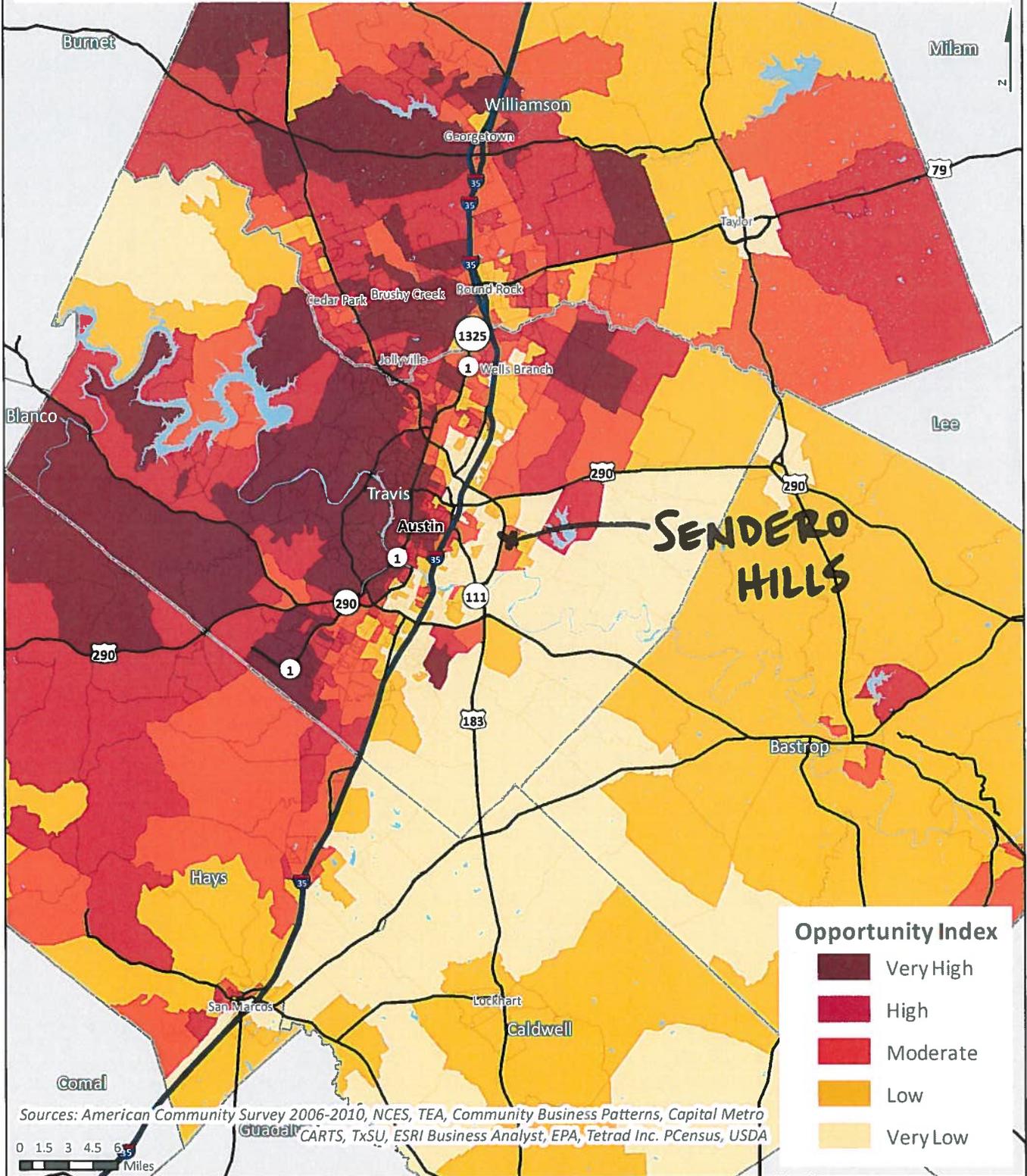


Map 1: Austin Metro Opportunity Index



Kirwan Institute
Many Differences **One** Destiny

Description: This map represents opportunity environments in the region. The opportunity index is based on Education data, Economics and Mobility data, and Housing and Environment data. Together the data illustrate areas in the region that afford more or less opportunity for residents to lead successful lives.





GENERAL WARRANTY DEED



NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: November 29, 2010

Grantor: Austin Neighborhood Alliance for Habitat, Inc., a Texas non-profit corporation

Grantor's Mailing Address: 310 Comal Street #100, Austin, Texas 78702

Grantee: Austin Habitat for Humanity, Inc., a Texas corporation

Grantee's Mailing Address: 310 Comal Street #100, Austin, Texas 78702

Consideration:

- (1) Cash and other good and valuable consideration.

Property (including any improvements):

Tract 1: Lots 1 through 53, Block C, SENDERO HILLS PHASE 4, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200700157, Official Public Records of Travis County, Texas.

Tract 2: Lots 1 through 6, inclusive, Block A and Lots 1 through 7, inclusive, Block B, LEE MEADOWS, according to the map or plat thereof recorded in Document No. 200500140, Official Public Records, Travis County, Texas; said Plat being further corrected by instrumens recorded in Document No. 2009148892 and corrected in/under Document No. 2009152185, both of the Official Public Records of Travis County, Texas.

Exceptions To Conveyance:

As to Tract 1: A lien or liens securing a promissory note in the original principal amount of \$1,000,000.00, payable to the order of Austin Housing Finance Corporation, which is described in and secured by a deed of trust recorded in the Official Public Records Of Real Property for Travis County, Texas. Grantee does not assume payment of the note or liability under any instrument securing it.

As to Tract 2: A lien or liens securing a promissory note in the original principal amount of \$121,500.00, payable to the order of Austin Housing Finance Corporation, which is described in and secured by a deed of trust recorded in the Official Public Records Of Real Property for Travis County, Texas. Grantee does not assume payment of the note or liability under any instrument securing it.

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; all zoning laws, regulations and ordinances of municipal and other governmental authorities affecting the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year, the payment of which Grantee assumes.

Warranty Of Title:

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee, Grantee's heirs, executors, administrators, successors and assigns against every person lawfully claiming or who may lawfully claim the property or any part of or interest in the property, except as to the reservations from and exceptions to conveyance and warranty.

AUSTIN NEIGHBORHOOD ALLIANCE FOR
HABITAT, INC.

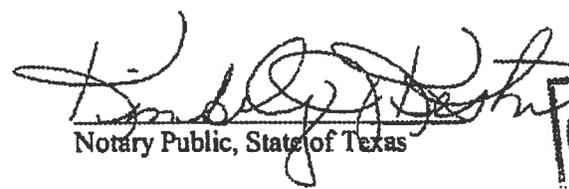
By: 

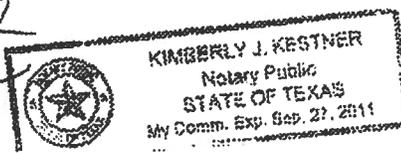
J. Michael Willard, Executive Director

State of Texas

County of Travis

This instrument was acknowledged before me on the 30 day of November, 2010 by J. Michael Willard, Executive Director of Austin Neighborhood Alliance for Habitat, Inc., a Texas corporation, on behalf of the corporation.


Notary Public, State of Texas



Prepared By:
Hancock & McGill, L.L.P.
Attorneys at Law
File No: 04-79491

AFTER RECORDING RETURN TO:

HANCOCK & MCGILL, L.L.P.
ATTORNEYS AT LAW
6010 BALCONES DR., #100
AUSTIN TX 78731

Andrea

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dec 03, 2010 02:55 PM 2010180654

BARTHOLONEMID: \$24.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

Travis CAD

Property Search Results > 749568 AUSTIN HABITAT FOR HUMANITY INC for Year 2013

Property

Account

Property ID: 749568 Legal Description: LOT 4 BLK C SENDERO HILLS PHS 4
 Geographic ID: 0217331876 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 6307 SANDSHOF DR Mapsco: 587B
 TX 78724
 Neighborhood: C2191HAB - HABITAT FOR HUMANITY Map ID: 021831
 Neighborhood CD: C0291HAB

Owner

Name: AUSTIN HABITAT FOR HUMANITY INC Owner ID: 177433
 Mailing Address: 310 COMAL ST STE 100 % Ownership: 100.0000000000%
 AUSTIN, TX 78702-4450
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$50,000	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$50,000	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$50,000	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$50,000	

Taxing Jurisdiction

Owner: AUSTIN HABITAT FOR HUMANITY INC
 % Ownership: 100.0000000000%
 Total Value: \$50,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
02	CITY OF AUSTIN	0.502700	\$50,000	\$0	\$0.00
03	TRAVIS COUNTY	0.494600	\$50,000	\$0	\$0.00
0A	TRAVIS CENTRAL APP DIST	0.000000	\$50,000	\$0	\$0.00
2J	TRAVIS COUNTY HEALTHCARE DISTRICT	0.129000	\$50,000	\$0	\$0.00
34	MANOR ISD	1.515000	\$50,000	\$0	\$0.00

68	AUSTIN COMM COLL DIST	0.094900	\$50,000	\$0	\$0.00
Total Tax Rate:		2.736200			
				Taxes w/Current Exemptions:	\$0.00
				Taxes w/o Exemptions:	\$1,368.10

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	LAND	Land	0.1326	5775.00	0.00	0.00	\$50,000	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014		N/A	N/A	N/A	N/A	N/A
2013		\$0	\$50,000	0	50,000	\$0 \$50,000
2012		\$0	\$6,250	0	6,250	\$0 \$6,250
2011		\$0	\$6,250	0	6,250	\$0 \$6,250
2010		\$0	\$6,250	0	6,250	\$0 \$6,250
2009		\$0	\$6,250	0	6,250	\$0 \$6,250

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	11/29/2010	WD	WARRANTY DEED	AUSTIN HABITAT FOR HUMANITY INC	AUSTIN HABITAT FOR HUMANITY, INC			2010180654TR
2	11/29/2010	WD	WARRANTY DEED	AUSTIN NEIGHBORHOOD ALLIANCE	AUSTIN HABITAT FOR HUMANITY INC			2010180654TR
3	4/24/2008	SW	SPECIAL WARRANTY DEED	WESTMINSTER FALCON TRINITY LLP	AUSTIN NEIGHBORHOOD ALLIANCE			2008078772TR

Questions Please Call (512) 834-9317

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Property Search Results > 749528 AUSTIN HABITAT FOR HUMANITY INC for Year 2013

Property

Account

Property ID: 749528 Legal Description: LOT 41 BLK C SENDERO HILLS PHS 4
 Geographic ID: 0217331836 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 6100 SANDSHOF DR Mapsco: 587B
 TX 78724
 Neighborhood: C2191HAB - HABITAT FOR HUMANITY Map ID: 021831
 Neighborhood CD: C0291HAB

Owner

Name: AUSTIN HABITAT FOR HUMANITY INC Owner ID: 177433
 Mailing Address: 310 COMAL ST STE 100 % Ownership: 100.0000000000%
 AUSTIN , TX 78702-4450
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$25,000	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$25,000	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$25,000	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$25,000	

Taxing Jurisdiction

Owner: AUSTIN HABITAT FOR HUMANITY INC
 % Ownership: 100.0000000000%
 Total Value: \$25,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
02	CITY OF AUSTIN	0.502700	\$16,874	\$0	\$0.00
03	TRAVIS COUNTY	0.494600	\$16,874	\$0	\$0.00
0A	TRAVIS CENTRAL APP DIST	0.000000	\$25,000	\$0	\$0.00
2J	TRAVIS COUNTY HEALTHCARE DISTRICT	0.129000	\$16,874	\$0	\$0.00
34	MANOR ISD	1.515000	\$25,000	\$0	\$0.00

68	AUSTIN COMM COLL DIST	0.094900	\$16,874	\$0	\$0.00
Total Tax Rate:		2.736200			
				Taxes w/Current Exemptions:	\$0.00
				Taxes w/o Exemptions:	\$584.82

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	LAND	Land	0.1385	6031.00	0.00	0.00	\$25,000	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014		N/A	N/A	N/A	N/A	N/A
2013		\$0	\$25,000	0	25,000	\$0 \$25,000
2012		\$0	\$25,000	0	25,000	\$0 \$25,000
2011		\$0	\$25,000	0	25,000	\$0 \$25,000
2010		\$0	\$10,000	0	10,000	\$0 \$10,000
2009		\$0	\$6,250	0	6,250	\$0 \$6,250

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	11/29/2010	WD	WARRANTY DEED	AUSTIN HABITAT FOR HUMANITY INC	AUSTIN HABITAT FOR HUMANITY, INC			2010180564TR
2	11/29/2010	WD	WARRANTY DEED	AUSTIN NEIGHBORHOOD ALLIANCE	AUSTIN HABITAT FOR HUMANITY INC			2010180654TR
3	4/24/2008	SW	SPECIAL WARRANTY DEED	WESTMINSTER FALCON TRINITY LLP	AUSTIN NEIGHBORHOOD ALLIANCE			2008078772TR

Questions Please Call (512) 834-9317

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Property Search Results > 749529 AUSTIN HABITAT FOR HUMANITY INC for Year 2013

Property

Account

Property ID: 749529 Legal Description: LOT 40 BLK C SENDERO HILLS PHS 4
 Geographic ID: 0217331837 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 6010 SANDSHOF DR Mapsco: 587B
 TX 78724
 Neighborhood: C2191HAB - HABITAT FOR HUMANITY Map ID: 021831
 Neighborhood CD: C0291HAB

Owner

Name: AUSTIN HABITAT FOR HUMANITY INC Owner ID: 177433
 Mailing Address: % Ownership: 100.0000000000%
 310 COMAL ST STE 100
 AUSTIN , TX 78702-4450
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$25,000	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$25,000	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$25,000	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$25,000	

Taxing Jurisdiction

Owner: AUSTIN HABITAT FOR HUMANITY INC
 % Ownership: 100.0000000000%
 Total Value: \$25,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
02	CITY OF AUSTIN	0.502700	\$25,000	\$0	\$0.00
03	TRAVIS COUNTY	0.494600	\$25,000	\$0	\$0.00
0A	TRAVIS CENTRAL APP DIST	0.000000	\$25,000	\$0	\$0.00
2J	TRAVIS COUNTY HEALTHCARE DISTRICT	0.129000	\$25,000	\$0	\$0.00
34	MANOR ISD	1.515000	\$25,000	\$0	\$0.00

68	AUSTIN COMM COLL DIST	0.094900	\$25,000	\$0	\$0.00
Total Tax Rate:		2.736200			
				Taxes w /Current Exemptions:	\$0.00
				Taxes w /o Exemptions:	\$684.05

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	LAND	Land	0.1361	5927.00	0.00	0.00	\$25,000	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014		N/A	N/A	N/A	N/A	N/A
2013		\$0	\$25,000	0	25,000	\$0 \$25,000
2012		\$0	\$25,000	0	25,000	\$0 \$25,000
2011		\$0	\$25,000	0	25,000	\$0 \$25,000
2010		\$0	\$10,000	0	10,000	\$0 \$10,000
2009		\$0	\$6,250	0	6,250	\$0 \$6,250

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	11/29/2010	WD	WARRANTY DEED	AUSTIN HABITAT FOR HUMANITY INC	AUSTIN HABITAT FOR HUMANITY, INC			2010180564TR
2	11/29/2010	WD	WARRANTY DEED	AUSTIN NEIGHBORHOOD ALLIANCE	AUSTIN HABITAT FOR HUMANITY INC			2010180654TR
3	4/24/2008	SW	SPECIAL WARRANTY DEED	WESTMINSTER FALCON TRINITY LLP	AUSTIN NEIGHBORHOOD ALLIANCE			2008078772TR

Questions Please Call (512) 834-9317

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Property Search Results > 749525 AUSTIN HABITAT FOR HUMANITY INC for Year 2013

Property

Account

Property ID: 749525 Legal Description: LOT 44 BLK C SENDERO HILLS PHS 4
 Geographic ID: 0217331833 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 6106 SANDSHOF DR Mapsco: 587B
 TX 78724
 Neighborhood: C2191HAB - HABITAT FOR HUMANITY Map ID: 021831
 Neighborhood CD: C0291HAB

Owner

Name: AUSTIN HABITAT FOR HUMANITY INC Owner ID: 177433
 Mailing Address: 310 COMAL ST STE 100 % Ownership: 100.000000000000%
 AUSTIN, TX 78702-4450
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$25,000	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$25,000	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$25,000	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$25,000	

Taxing Jurisdiction

Owner: AUSTIN HABITAT FOR HUMANITY INC
 % Ownership: 100.000000000000%
 Total Value: \$25,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
02	CITY OF AUSTIN	0.502700	\$25,000	\$0	\$0.00
03	TRAVIS COUNTY	0.494600	\$25,000	\$0	\$0.00
0A	TRAVIS CENTRAL APP DIST	0.000000	\$25,000	\$0	\$0.00
2J	TRAVIS COUNTY HEALTHCARE DISTRICT	0.129000	\$25,000	\$0	\$0.00
34	MANOR ISD	1.515000	\$25,000	\$0	\$0.00

68	AUSTIN COMM COLL DIST	0.094900	\$25,000	\$0	\$0.00
Total Tax Rate:		2.736200			
				Taxes w /Current Exemptions:	\$0.00
				Taxes w /o Exemptions:	\$684.05

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	LAND	Land	0.1391	6058.00	0.00	0.00	\$25,000	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014		N/A	N/A	N/A	N/A	N/A
2013		\$0	\$25,000	0	25,000	\$0 \$25,000
2012		\$0	\$25,000	0	25,000	\$0 \$25,000
2011		\$0	\$25,000	0	25,000	\$0 \$25,000
2010		\$0	\$10,000	0	10,000	\$0 \$10,000
2009		\$0	\$6,250	0	6,250	\$0 \$6,250

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	11/29/2010	WD	WARRANTY DEED	AUSTIN HABITAT FOR HUMANITY INC	AUSTIN HABITAT FOR HUMANITY, INC			2010180564TR
2	11/29/2010	WD	WARRANTY DEED	AUSTIN NEIGHBORHOOD ALLIANCE	AUSTIN HABITAT FOR HUMANITY INC			2010180654TR
3	4/24/2008	SW	SPECIAL WARRANTY DEED	WESTMINSTER FALCON TRINITY LLP	AUSTIN NEIGHBORHOOD ALLIANCE			2008078772TR

Questions Please Call (512) 834-9317

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Travis CAD

Property Search Results > 749545 AUSTIN HABITAT FOR HUMANITY INC for Year 2013

Property

Account

Property ID: 749545 Legal Description: LOT 26 BLK C SENDERO HILLS PHS 4
 Geographic ID: 0217331853 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 6809 ALI CV Mapsco: 587B
 TX 78724
 Neighborhood: C2191HAB - HABITAT FOR HUMANITY Map ID: 021831
 Neighborhood CD: C0291HAB

Owner

Name: AUSTIN HABITAT FOR HUMANITY INC Owner ID: 177433
 Mailing Address: 310 COMAL ST STE 100 % Ownership: 100.000000000000%
 AUSTIN, TX 78702-4450
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$25,000	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$25,000	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$25,000	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$25,000	

Taxing Jurisdiction

Owner: AUSTIN HABITAT FOR HUMANITY INC
 % Ownership: 100.000000000000%
 Total Value: \$25,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
02	CITY OF AUSTIN	0.502700	\$25,000	\$0	\$0.00
03	TRAVIS COUNTY	0.494600	\$25,000	\$0	\$0.00
0A	TRAVIS CENTRAL APP DIST	0.000000	\$25,000	\$0	\$0.00
2J	TRAVIS COUNTY HEALTHCARE DISTRICT	0.129000	\$25,000	\$0	\$0.00
34	MANOR ISD	1.515000	\$25,000	\$0	\$0.00

68	AUSTIN COMM COLL DIST	0.094900	\$25,000	\$0	\$0.00
Total Tax Rate:		2.736200			
				Taxes w /Current Exemptions:	\$0.00
				Taxes w /o Exemptions:	\$684.05

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	LAND	Land	0.1209	5265.00	0.00	0.00	\$25,000	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014		N/A	N/A	N/A	N/A	N/A
2013		\$0	\$25,000	0	25,000	\$0 \$25,000
2012		\$0	\$25,000	0	25,000	\$0 \$25,000
2011		\$0	\$25,000	0	25,000	\$0 \$25,000
2010		\$0	\$10,000	0	10,000	\$0 \$10,000
2009		\$0	\$6,250	0	6,250	\$0 \$6,250

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	11/29/2010	WD	WARRANTY DEED	AUSTIN HABITAT FOR HUMANITY INC	AUSTIN HABITAT FOR HUMANITY, INC			2010180654TR
2	11/29/2010	WD	WARRANTY DEED	AUSTIN NEIGHBORHOOD ALLIANCE	AUSTIN HABITAT FOR HUMANITY INC			2010180654TR
3	4/24/2008	SW	SPECIAL WARRANTY DEED	WESTMINSTER FALCON TRINITY LLP	AUSTIN NEIGHBORHOOD ALLIANCE			2008078772TR

Questions Please Call (512) 834-9317

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Exhibit H
~~S.A. 11-15~~



City of Austin

Founded by Congress, Republic of Texas, 1839
Watershed Protection and Development Review Department
P.O. Box 1088, Austin, Texas 78767

09/27/2007

Donita Haden
Habitat for Humanity
310 Comal
Austin, TX 78702

Subject: Sendero Hills, Phase IV

To Whom It May Concern:

The property known as Sendero Hills, Phase IV subdivision is located on property currently zoned SF-4A – *Single Family Residence (Small Lot)*. The existing SF-4A zoning designation is the appropriate zoning for the proposed single-family residential development.

If you have any other questions regarding zoning and land use regulations, do not hesitate to call me at 974-2769.

Sincerely,

Christopher Johnson
Development Services Process Coordinator
Watershed Protection and Development Review Department

Exhibit I
~~ATTACHED~~



City of Austin

P.O. Box 1088, Austin, TX 78767
www.cityofaustin.org/housing

Neighborhood Housing and Community Development Department

Gina Copic, S.M.A.R.T. Housing Program Manager
(512) 974-3180, Fax: (512) 974-3112, regina.copic@ci.austin.tx.us

October 22, 2007

Christian Noll
Director, Land Development
Austin Habitat for Humanity
310 Comal St.
Austin, TX, 78701

Re: Habitat for Humanity – S.M.A.R.T. Housing Certification

Dear Ms. Noll:

This letter is to confirm our conversation regarding S.M.A.R.T. Housing certification for a proposed Habitat for Humanity development.

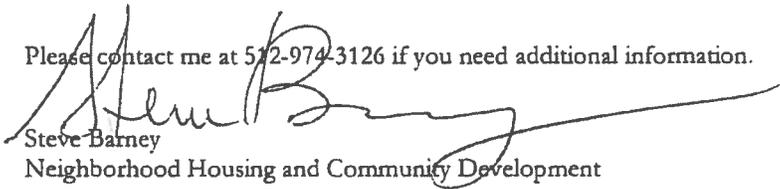
My understanding is that Austin Habitat for Humanity will submit a S.M.A.R.T. Housing application for the project once addresses have been identified. S.M.A.R.T. Housing staff has confirmed that an Austin Habitat for Humanity homeownership development would be eligible for S.M.A.R.T. Housing certification, provided that the development is located within City limits and within appropriate proximity of transit, and the units meet Green Building and Visitability standards.

Austin Habitat has secured S.M.A.R.T. Housing certification for more than 20 developments in Austin within the past 7 years, and in many cases has exceeded S.M.A.R.T. Housing standards by reaching lower income levels and attaining higher Green Building standards.

Expected fee waivers would include but are not limited to the following:

- | | | |
|-----------------------|-------------------------|---------------------------|
| Capital Recovery Fees | Plumbing Permit | Land Status Determination |
| Building Permit | Site Plan Review | Building Plan Review |
| Concrete Permit | Construction Inspection | Demolition Permit |
| Electrical Permit | Subdivision Plan Review | Regular Zoning Fee |
| Mechanical Permit | Zoning Verification | Parkland Dedication Fee |

Please contact me at 512-974-3126 if you need additional information.


Steve Barney
Neighborhood Housing and Community Development

Cc: Gina Copic, NIICD
David Potter, AHFC

CONTRACT FOR SALE

THIS CONTRACT FOR SALE (this "Contract") is made and entered into by and between, Tanisha L. Cortez, resident of Travis County, Texas (hereinafter called "Purchaser"), and **AUSTIN HABITAT FOR HUMANITY**, a Texas non-profit corporation (hereinafter called "Seller").

WITNESSETH:

ARTICLE 1
Property

1.1 For the purchase price and upon the terms and conditions hereinafter set forth, Seller does hereby agree to sell to Purchaser, and Purchaser does hereby agree to purchase from Seller the real property more particularly described on **Exhibit "A"** and made a part hereof for all purposes (the "Land"), together with the improvements and structures ("Improvements") to be constructed thereon as described below. The Land and Improvements are hereinafter collectively called the "Property."

ARTICLE 2
Consideration

2.1 As of the date of Purchaser's execution hereof, Seller acknowledges that Purchaser has performed at least 150 hours of unpaid labor on behalf of Seller, and such hours are considered by Seller to be Purchaser's partial consideration for the purchase of the Property (the "Deposit").

2.2 Upon execution of this contract by all parties, Buyer shall deposit with Seller \$500.00 as earnest money. At closing, the earnest money will be applied to Purchaser's closing expenses. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default. The parties also agree to deposit with Hancock & McGill in Austin, Travis County, Texas (the "Seller's Attorneys"), and Independence Title Company in Austin, Travis County, Texas (the "Title Company") fully executed copies of this Contract with all attachments and exhibits hereto. The date of the Seller's Attorneys receipt of this Contract shall be deemed to be the date of this Contract and shall hereafter be referred to as "the date hereof."

ARTICLE 3
Purchase Price

3.1 The purchase price of the Property shall be One Hundred Ten Thousand Dollars (\$110,000), (the "Purchase Price"), to be allocated as between the Land and the Improvements as shown on **Exhibit "B"**, and which shall be paid, at closing, by Purchaser as follows (check applicable financing boxes below):

By the execution and delivery to Seller of a promissory note payable to Seller (the "First Lien Note") in the principal sum of Seventy Thousand Dollars (\$70,000) plus all closing costs incurred by Buyer, less any earnest money deposited with Seller, to close the transaction contemplated herein. The First Lien Note shall bear no interest prior to default and shall be due and payable in Three Hundred Sixty (360) equal monthly installments sufficient to fully amortize the indebtedness evidenced by the First Lien Note over Three Hundred Sixty (360) months, beginning on the date which is the first day of the calendar month after the Closing, and continuing thereafter for Three Hundred Sixty (360) months, when all

remaining unpaid principal and accrued interest, if any, shall be due and payable in full. For the purpose of creating an escrow fund for the payment of taxes homeowner association dues, and insurance premiums on the Property, Purchaser shall also deposit monthly with the Seller, a sum equivalent to one twelfth (1/12th) of the estimated annual taxes homeowner association dues and insurance premiums on the Property, such estimates to be made by Seller with said monthly deposits to be in addition to the payment called for in the First Lien Note.

Purchaser acknowledges that the Seller and certain charitable and governmental entities may provide additional financing to Purchaser for the purchase of the Property. As long as this additional financing (a) is non-interest bearing (b) is forgivable as specified below; and (c) requires no additional periodic payments or all such payments are abated as specified below, Purchaser agrees to execute and deliver one or more secondary promissory notes (the "Secondary Notes"), in the aggregate principal amount of not more than the Purchase Price LESS the amount of the First Lien Note shown in the preceding paragraph. All periodic payments due under the Secondary Notes, if any are required, will be abated and the principal balance of the Secondary Notes will be forgiven on the scheduled maturity date of such notes provided Purchaser is (a) not in default under the terms of the First Lien Note; and (b) has not transferred any legal or equitable interest in the Property without the prior consent of the holder of the First Lien Note and the Secondary Notes. Any Secondary Note payable to Seller shall have the same maturity date as the First Lien Note.

3.2 Each Note required by this contract shall be secured by (i) a deed of trust executed by Purchaser covering the Property (the "Deed of Trust"), and (ii) such other security instruments as Seller or each lender's legal counsel deem necessary.) Furthermore, a Shared Appreciation and Repurchase Agreement (the "Repurchase Agreement") shall be required by Seller.

3.3 The Note or Notes and such other security instruments deemed necessary by a lender or the lender's legal counsel shall be prepared by legal counsel for each lender, subject to the reasonable approval by legal counsel for Purchaser. The Deeds of Trust securing the First Lien Note or the Secondary Notes shall not permit any assumption of the Secondary Notes or the sale or transfer of any interest in the Property without a lender's prior written approval. The Secondary Notes shall provide that each such note may be prepaid at any time, in whole or in part, without notice or penalty, and interest shall cease accruing on any amount prepaid from the date of prepayment. Any such prepayment shall be applied first to any then accrued interest, if any, and then to principal under the Secondary Notes prepaid in inverse order of maturity. The Deeds of Trust securing a Secondary Note, shall secure all future advances to Purchaser and any and all loans made or to be made to Purchaser.

ARTICLE 4

Survey

4.1 Seller shall have a survey of the Improvements and Land prepared and delivered to Purchaser and the Title Company within fifteen (15) days after the Improvements are substantially completed. The cost of the survey shall be borne by Purchaser.

ARTICLE 5

Title Matters and Conveyancing Documents

5.1 Seller shall obtain from the Title Company and deliver to Purchaser a commitment for an Owner's Policy of Title Insurance in Purchaser's favor in the amount of the purchase price for the Property and reflecting the ownership of and encumbrances upon the Property (the "Commitment"). If the Commitment to be delivered to the Purchaser in accordance with this Contract reveals defects in title or other conditions which are unacceptable to Purchaser, Purchaser shall provide to Seller written notice of Purchaser's objection to such unacceptable matters within ten (10) days after Purchaser's receipt of the Commitment, and Seller shall in good faith attempt to satisfy the same and remove such objections within fifteen (15) days after receipt of Purchaser's notice, provided Seller shall not be required to incur any cost to do so. Any such items to which Purchaser does not so object shall be deemed to be approved by Purchaser. Notwithstanding the foregoing, all requirements set forth on Schedule C of the Commitment shall be deemed objectionable whether or not Purchaser gives Seller notice of any objections to same. In the event Seller is unable or unwilling to remove any unacceptable exceptions set forth on Schedule B of the Commitment within said 15 day period, Purchaser, at Purchaser's option, may either (i) terminate this Contract by delivering written notice to Seller within ten (10) days after the expiration of the foregoing 15-day cure period, or (ii) waive such objections and close this transaction. If Seller is unable or unwilling to cure period any matter set forth on Schedule C (other than release of liens which can be obtained with the net proceeds of the sale), Seller may notify Purchaser of such fact. In such event, Purchaser shall have ten (10) days thereafter to notify Seller that Purchaser elects to terminate this Contract. If Purchaser fails to notify Seller within such 10-day period, Purchaser shall be deemed to have elected to waive such objections and shall close this transaction subject to such objectionable matter.

5.2 Seller shall furnish Purchaser at Closing a Special Warranty Deed to the Property in form reasonably satisfactory to Purchaser and the Title Company. The Special Warranty Deed shall except to all matters of record in Travis County, Texas.

5.3 The property

_____ is subject to mandatory membership in an owners' association.

 X is not subject to mandatory membership in an owners' association.

If the Property is subject to mandatory membership in an owners' association:

Seller notifies Buyer under Section 5.012 Texas Property Code, that, as a purchaser of property in the residential community in which the Property is located, Buyer is obligated to be a member of an owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. Buyer is obligated to pay assessments to the owners' association. The amount of the assessments is subject to change. Buyer's failure to pay the assessments could result in a lien on and the foreclosure of the Property.

 X Buyer has received and approved (i) the restrictions which apply to the Property, (ii) the bylaws and rules of the owners' association for the Property, and (iii) a resale certificate

for the Property provided by the owners' association for the Property ("the Subdivision Information") OR

_____ Buyer does not require delivery of the Subdivision Information and **waives the right to receive the Subdivision Information.**

5.4 Sale of the Property by Buyer after purchase by Buyer

X is restricted to certain income-eligible persons or to Seller.

_____ is not restricted to certain income-eligible persons or to Seller.

If sale of the Property by Buyer is restricted, Buyer acknowledges receipt and review of the document or documents restricting the sale of the Property by Buyer, and Buyer agrees to accept title to the Property subject to all such restrictions.

ARTICLE 6

Completion of Improvements

6.1 The Improvements shall be completed with due diligence in accordance with the plans and specifications, finish-out schedules and allowances described on **Exhibit "C"** attached hereto and made a part hereof for all purposes, and any other change orders hereafter agreed to by Seller and Purchaser in writing (the "Construction Documents").

6.2 If the Construction Documents permit selections by Purchaser, Purchaser's selections will conform to Seller's normal standards or will not, in Seller's judgment, adversely affect the marketability of the Property. Purchaser will make required selections within ten (10) days after receipt of written notice from Seller.

6.3 Seller estimates that it will commence construction of the Improvements on or before October 31st, 2013 (the "Estimated Commencement Date"). In the event that Seller has not secured a building permit and a commenced construction of the Improvements by such date, Purchaser may thereafter terminate this Contract by written notice to the other party hereto. In the event that after the Estimated Commencement Date, Seller secures a building permit and commences construction of the Improvements prior to Seller's receipt of written notice from Purchaser of termination of this Contract, all rights to terminate this Contract because the actual construction of the Improvements commenced after the Commencement Date shall be automatically terminated and void.

6.4 The Improvements shall be substantially completed in accordance with the Construction Documents and ready for occupancy as soon as practicable under the circumstances. Seller may substitute materials, equipment and appliances of equal quality for those specified in the Construction Documents.

ARTICLE 7

Representations and Warranties

7.1 Attached hereto as **Exhibit "D"** is the insulation information required under Federal Trade Commission Regulations.

7.2 Seller represents that as of the Closing there will be no liens, assessments, Uniform Commercial Code or other security interests against any of the Property which will not be satisfied out of the purchase price unless securing Purchaser's purchase money loan(s). If any representation in this Contract is untrue as of the Closing, this Contract may be terminated by Purchaser, as Purchaser's sole and exclusive remedy. Under no circumstances shall Seller be obligated to pay Purchaser for the labor performed on the Property or on behalf of Seller.

ARTICLE 8
Closing Date and Place; Closing Costs and Prorations

8.1 The transactions contemplated hereby shall be closed (the "Closing") on a date set by Seller. Seller shall give Purchaser thirty (30) days notice of the Closing, and if Purchaser has not met the following conditions within said 30-day period, Seller, as Seller's sole remedies in such event, may either (i) terminate this Contract within ten (10) days from the expiration of the foregoing 30-day period, and in such event, neither party will have any further obligation to the other; or (ii) allow Purchaser additional time to meet such conditions:

- (a) Purchaser shall have performed 300 hours of unpaid labor on behalf of Seller. Such 300 hours shall include the Deposit.
- (b) Purchaser shall not be in default with respect to any monetary obligations owed to Seller (i.e. rent, utilities, damages to Seller's other property).
- (c) There shall have been no material adverse change in Purchaser's financial condition since the date hereof, as determined by Seller, in its sole and absolute discretion.
- (d) There shall have been open, honest and frank disclosure of all material changes in family circumstances and no fraudulent information, no matter when such information was provided to Seller, shall have been provided to Seller by Purchaser.

8.2 Closing shall be at the offices of the Seller's Attorneys or at such other location acceptable to both Seller and Purchaser. The Title Company shall issue the Owner's Policy of Title Insurance to Purchaser at Closing. Seller shall deliver sole possession of the Property to Purchaser on the day of Closing.

8.3 Purchaser shall pay the cost of the Owner's and Mortgagee's Policies of Title Insurance and all other expenses incurred in connection with the Closing, (other than title curative costs and Seller's attorney fees), such as escrow fees and recording costs, and such amounts shall be included in the First Lien Note.

ARTICLE 9

Default

9.1 In the event Seller shall be in default hereunder, Purchaser not being in default, Purchaser may, as Purchaser's sole remedies, either (i) enforce specific performance of this Contract against Seller, or (ii) cancel this Contract. Under no circumstances, including the termination of this Contract by Purchaser because of Seller's default hereunder, shall Seller be obligated to pay Purchaser for the labor performed on the Property or otherwise on behalf of Seller.

9.2 In the event Purchaser shall default hereunder, Seller not being in default, Seller may, as Seller's sole remedy, terminate this Contract.

ARTICLE 10

Casualty or Condemnation Loss

10.1 If any fire or casualty loss occurs between the date hereof and Closing, Purchaser may elect to close and receive an assignment of any insurance proceeds or cancel this Contract. In the event of any condemnation, Purchaser may elect to close and receive an assignment of the condemnation award or cancel this Contract pursuant to this paragraph. If Purchaser elects to terminate this Contract pursuant to this paragraph, Seller shall be entitled to retain any insurance proceeds and any condemnation award.

ARTICLE 11

Attorney's Fees

11.1 Notwithstanding any provision herein to the contrary, in the event that either party brings suit for the breach of any covenant, condition or agreement contained herein, each party shall pay its own attorney's fees and expenses in connection therewith.

ARTICLE 12

Notices

12.1 All notices, demands and requests or delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

To Seller At:

Austin Habitat for Humanity
310 Comal Street, Ste. 100
Austin, Texas 78702

with copy to:

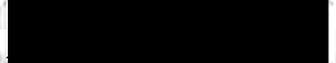
Don Hancock/John McGill
Hancock & McGill
6010 Balcones
Suite 100
Austin, Texas 78731

And To

Purchaser At:

Tanisha L. Cortez


with copy to:

Daniel Nelson


or to such other addresses which either party may so designate by sending notice as aforesaid.

ARTICLE 13
Time is of Essence

13.1 The obligations and undertakings of the parties hereto shall be performed within the time specified therefore, time being of the essence, and failure to perform within such time shall constitute a default of this Contract on the part of the party who fails to perform.

ARTICLE 14
Binding Effect; Assignment

14.1 This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns. This writing and the exhibits hereto set forth the entire agreement between the parties, and no other statement, agreement or understanding, oral or written, will be recognized or enforced unless the same shall be in writing and signed by both parties subsequent to the date hereof.

14.2 It is specifically understood and agreed by Seller and Purchaser that Purchaser may not assign this Contract without the prior written consent of Seller.

ARTICLE 15
Other Provisions

15.1 Purchaser may, at Purchaser's option, waive any condition or contingency of this Contract and proceed to close despite the condition or contingency.

15.2 This Contract may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15.3 This Contract shall be governed by Texas law and all obligations hereunder are performable in Travis County, Texas.

15.4 Prior to Closing, Seller and Purchaser shall submit to each other and the Title Company such proof of authority and good standing as may be reasonably requested by Seller, Purchaser or the Title Company.

15.5 If the expiration of any time period set forth herein falls on a Saturday, Sunday or legal holiday, such time period shall be deemed to expire on the next day which is not a Saturday, Sunday or legal holiday.

ARTICLE 16
Commissions

16.1 Seller represents and warrants to Purchaser that Seller has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction, and that Seller has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Purchaser represents and warrants to Seller that Purchaser has not contacted or entered into any agreement with any real estate broker, agent, finder, or other party in connection with this transaction, and that Purchaser has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Each party hereby indemnifies and agrees to hold the other party harmless from any loss, liability, damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) resulting to the other party from a breach of the representation and warranty made by such party herein. Notwithstanding anything to the contrary contained herein, the indemnities set forth in this Section 1 shall survive the closing.

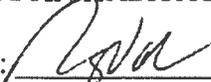
ARTICLE 17
Date of Contract

17.1 The date of this Contract shall be the date specified in Section 2.2 hereof. The offer implied by presentation of this Contract by Seller shall be accepted by Purchaser by delivering a fully executed copy of this Contract no later than 5:00 p.m., March 31, 2013, on failure of which such offer may be withdrawn at any time by Seller prior to such deposit.

IN WITNESS WHEREOF, this Contract has been duly executed and delivered as of the day and year first above written.

SELLER:

AUSTIN HABITAT FOR HUMANITY, a Texas non-profit corporation

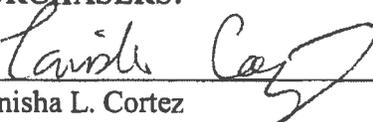
By: 

Name: Ramon Valeriano

Title: Family Services Director

Date: 3/28/13

PURCHASERS:


Tanisha L. Cortez

Date: 3. 28. 13

Date: _____

EXHIBIT "A"

Legal Description of Land:

Address: 6106 Sandshof

LOT forty-four (44), BLK C SENDERO HILLS PHS 4 a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200700157, Official Public Records of Travis County, Texas.

EXHIBIT "B"

(Allocation of Purchase Price)

Land	\$ 1,000.00
Improvements	\$ 109,000.00
	<hr/>
Total	\$ 110,000.00

EXHIBIT "C"

(Plans, Specification and Allowances)

3 bedrooms / one and one-half baths

Ceiling fans in all bedrooms and living room

40 gallon gas water heater

18 c.f. refrigerator/freezer

Gas range, 30" with vent hood

Concrete Stained Flooring

Central heat and air conditioning

Slab foundation

Shingle Roof

Front porch and back or side porch or stoop or patio (per plans and options)

Accessibility entrance as per plans

Driveway to accommodate two cars

Partial perimeter (200 feet) fence and one personal gate

Landscape will include options selected by family and will include at least two shade trees and one ornamental tree, in accordance to water restrictions

Options as selected by the homeowner (see attached list)

EXHIBIT "D"

New Home Insulation Addendum

As required by Federal Trade Commission Regulations, the information relating to the insulation installed or to be installed in the home being purchased under the contract is as follows:

- A. Exterior walls of improved living areas insulated with blown-in cellulose insulation which yields an R-value of R-30, or greater
- B. Ceilings in improved living areas not applied to a slab foundation insulated with blown-in cellulose insulation which yields an R-value of R-30, or greater.
- C. Floors of improved living areas not applied to a slab foundation insulated with fiberglass

All stated R-values are based on information provided by the manufacture of the insulation.

Title Matters and Conveyancing Documents

5.1 Seller shall obtain from the Title Company and deliver to Purchaser a commitment for an Owner's Policy of Title Insurance in Purchaser's favor in the amount of the purchase price for the Property and reflecting the ownership of and encumbrances upon the Property (the "Commitment"). If the Commitment to be delivered to the Purchaser in accordance with this Contract reveals defects in title or other conditions which are unacceptable to Purchaser, Purchaser shall provide to Seller written notice of Purchaser's objection to such unacceptable matters within ten (10) days after Purchaser's receipt of the Commitment, and Seller shall in good faith attempt to satisfy the same and remove such objections within fifteen (15) days after receipt of Purchaser's notice, provided Seller shall not be required to incur any cost to do so. Any such items to which Purchaser does not so object shall be deemed to be approved by Purchaser. Notwithstanding the foregoing, all requirements set forth on Schedule C of the Commitment shall be deemed objectionable whether or not Purchaser gives Seller notice of any objections to same. In the event Seller is unable or unwilling to remove any unacceptable exceptions set forth on Schedule B of the Commitment within said 15 day period, Purchaser, at Purchaser's option, may either (i) terminate this Contract by delivering written notice to Seller within ten (10) days after the expiration of the foregoing 15-day cure period, or (ii) waive such objections and close this transaction. If Seller is unable or unwilling to cure period any matter set forth on Schedule C (other than release of liens which can be obtained with the net proceeds of the sale), Seller may notify Purchaser of such fact. In such event, Purchaser shall have ten (10) days thereafter to notify Seller that Purchaser elects to terminate this Contract. If Purchaser fails to notify Seller within such 10-day period, Purchaser shall be deemed to have elected to waive such objections and shall close this transaction subject to such objectionable matter.

5.2 Seller shall furnish Purchaser at Closing a Special Warranty Deed to the Property in form reasonably satisfactory to Purchaser and the Title Company. The Special Warranty Deed shall except to all matters of record in Travis County, Texas.

5.3 The property

_____ is subject to mandatory membership in an owners' association.

 X is not subject to mandatory membership in an owners' association.

If the Property is subject to mandatory membership in an owners' association:

Seller notifies Buyer under Section 5.012 Texas Property Code, that, as a purchaser of property in the residential community in which the Property is located, Buyer is obligated to be a member of an owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. Buyer is obligated to pay assessments to the owners' association. The amount of the assessments is subject to change. Buyer's failure to pay the assessments could result in a lien on and the foreclosure of the Property.

 X Buyer has received and approved (i) the restrictions which apply to the Property, (ii) the bylaws and rules of the owners' association for the Property, and (iii) a resale certificate

for the Property provided by the owners' association for the Property ("the Subdivision Information") OR

_____ Buyer does not require delivery of the Subdivision Information and **waives the right to receive the Subdivision Information.**

5.4 Sale of the Property by Buyer after purchase by Buyer

 X is restricted to certain income-eligible persons or to Seller.

_____ is not restricted to certain income-eligible persons or to Seller.

If sale of the Property by Buyer is restricted, Buyer acknowledges receipt and review of the document or documents restricting the sale of the Property by Buyer, and Buyer agrees to accept title to the Property subject to all such restrictions.

ARTICLE 6

Completion of Improvements

6.1 The Improvements shall be completed with due diligence in accordance with the plans and specifications, finish-out schedules and allowances described on **Exhibit "C"** attached hereto and made a part hereof for all purposes, and any other change orders hereafter agreed to by Seller and Purchaser in writing (the "Construction Documents").

6.2 If the Construction Documents permit selections by Purchaser, Purchaser's selections will conform to Seller's normal standards or will not, in Seller's judgment, adversely affect the marketability of the Property. Purchaser will make required selections within ten (10) days after receipt of written notice from Seller.

6.3 Seller estimates that it will commence construction of the Improvements on or before March 31st, 2014 (the "Estimated Commencement Date"). In the event that Seller has not secured a building permit and a commenced construction of the Improvements by such date, Purchaser may thereafter terminate this Contract by written notice to the other party hereto. In the event that after the Estimated Commencement Date, Seller secures a building permit and commences construction of the Improvements prior to Seller's receipt of written notice from Purchaser of termination of this Contract, all rights to terminate this Contract because the actual construction of the Improvements commenced after the Commencement Date shall be automatically terminated and void.

6.4 The Improvements shall be substantially completed in accordance with the Construction Documents and ready for occupancy as soon as practicable under the circumstances. Seller may substitute materials, equipment and appliances of equal quality for those specified in the Construction Documents.

ARTICLE 7

Representations and Warranties

CONTRACT FOR SALE

THIS CONTRACT FOR SALE (this "Contract") is made and entered into by and between, Jesus and Ma Ramirez, residents of Travis County, Texas (hereinafter called "Purchaser"), and **AUSTIN HABITAT FOR HUMANITY**, a Texas non-profit corporation (hereinafter called "Seller").

WITNESSETH:

ARTICLE 1

Property

1.1 For the purchase price and upon the terms and conditions hereinafter set forth, Seller does hereby agree to sell to Purchaser, and Purchaser does hereby agree to purchase from Seller the real property more particularly described on **Exhibit "A"** and made a part hereof for all purposes (the "Land"), together with the improvements and structures ("Improvements") to be constructed thereon as described below. The Land and Improvements are hereinafter collectively called the "Property."

ARTICLE 2

Consideration

2.1 As of the date of Purchaser's execution hereof, Seller acknowledges that Purchaser has performed at least 150 hours of unpaid labor on behalf of Seller, and such hours are considered by Seller to be Purchaser's partial consideration for the purchase of the Property (the "Deposit").

2.2 Upon execution of this contract by all parties, Buyer shall deposit with Seller \$500.00 as earnest money. At closing, the earnest money will be applied to Purchaser's closing expenses. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default. The parties also agree to deposit with Hancock & McGill in Austin, Travis County, Texas (the "Seller's Attorneys"), and Independence Title Company in Austin, Travis County, Texas (the "Title Company") fully executed copies of this Contract with all attachments and exhibits hereto. The date of the Seller's Attorneys receipt of this Contract shall be deemed to be the date of this Contract and shall hereafter be referred to as "the date hereof."

ARTICLE 3

Purchase Price

3.1 The purchase price of the Property shall be One Hundred Ten Thousand Dollars (\$110,000), (the "Purchase Price"), to be allocated as between the Land and the Improvements as shown on **Exhibit "B"**, and which shall be paid, at closing, by Purchaser as follows (check applicable financing boxes below):

By the execution and delivery to Seller of a promissory note payable to Seller (the "First Lien Note") in the principal sum of Seventy Thousand Dollars (\$70,000) plus all closing costs incurred by Buyer, less any earnest money deposited with Seller, to close the transaction contemplated herein. The First Lien Note shall bear no interest prior to default and shall be due and payable in Three Hundred Sixty (360) equal monthly installments sufficient to fully amortize the indebtedness evidenced by the First Lien Note over Three Hundred Sixty (360) months, beginning on the date which is the first day of the calendar month after the Closing, and continuing thereafter for Three Hundred Sixty (360) months, when all

remaining unpaid principal and accrued interest, if any, shall be due and payable in full. For the purpose of creating an escrow fund for the payment of taxes homeowner association dues, and insurance premiums on the Property, Purchaser shall also deposit monthly with the Seller, a sum equivalent to one twelfth (1/12th) of the estimated annual taxes homeowner association dues and insurance premiums on the Property, such estimates to be made by Seller with said monthly deposits to be in addition to the payment called for in the First Lien Note.

Purchaser acknowledges that the Seller and certain charitable and governmental entities may provide additional financing to Purchaser for the purchase of the Property. As long as this additional financing (a) is non-interest bearing (b) is forgivable as specified below; and (c) requires no additional periodic payments or all such payments are abated as specified below, Purchaser agrees to execute and deliver one or more secondary promissory notes (the "Secondary Notes"), in the aggregate principal amount of not more than the Purchase Price LESS the amount of the First Lien Note shown in the preceding paragraph. All periodic payments due under the Secondary Notes, if any are required, will be abated and the principal balance of the Secondary Notes will be forgiven on the scheduled maturity date of such notes provided Purchaser is (a) not in default under the terms of the First Lien Note; and (b) has not transferred any legal or equitable interest in the Property without the prior consent of the holder of the First Lien Note and the Secondary Notes. Any Secondary Note payable to Seller shall have the same maturity date as the First Lien Note.

3.2 Each Note required by this contract shall be secured by (i) a deed of trust executed by Purchaser covering the Property (the "Deed of Trust"), and (ii) such other security instruments as Seller or each lender's legal counsel deem necessary.) Furthermore, a Shared Appreciation and Repurchase Agreement (the "Repurchase Agreement") shall be required by Seller.

3.3 The Note or Notes and such other security instruments deemed necessary by a lender or the lender's legal counsel shall be prepared by legal counsel for each lender, subject to the reasonable approval by legal counsel for Purchaser. The Deeds of Trust securing the First Lien Note or the Secondary Notes shall not permit any assumption of the Secondary Notes or the sale or transfer of any interest in the Property without a lender's prior written approval. The Secondary Notes shall provide that each such note may be prepaid at any time, in whole or in part, without notice or penalty, and interest shall cease accruing on any amount prepaid from the date of prepayment. Any such prepayment shall be applied first to any then accrued interest, if any, and then to principal under the Secondary Notes prepaid in inverse order of maturity. The Deeds of Trust securing a Secondary Note, shall secure all future advances to Purchaser and any and all loans made or to be made to Purchaser.

ARTICLE 4

Survey

4.1 Seller shall have a survey of the Improvements and Land prepared and delivered to Purchaser and the Title Company within fifteen (15) days after the Improvements are substantially completed. The cost of the survey shall be borne by Purchaser.

ARTICLE 5

7.1 Attached hereto as **Exhibit "D"** is the insulation information required under Federal Trade Commission Regulations.

7.2 Seller represents that as of the Closing there will be no liens, assessments, Uniform Commercial Code or other security interests against any of the Property which will not be satisfied out of the purchase price unless securing Purchaser's purchase money loan(s). If any representation in this Contract is untrue as of the Closing, this Contract may be terminated by Purchaser, as Purchaser's sole and exclusive remedy. Under no circumstances shall Seller be obligated to pay Purchaser for the labor performed on the Property or on behalf of Seller.

ARTICLE 8
Closing Date and Place; Closing Costs and Prorations

8.1 The transactions contemplated hereby shall be closed (the "Closing") on a date set by Seller. Seller shall give Purchaser thirty (30) days' notice of the Closing, and if Purchaser has not met the following conditions within said 30-day period, Seller, as Seller's sole remedies in such event, may either (i) terminate this Contract within ten (10) days from the expiration of the foregoing 30-day period, and in such event, neither party will have any further obligation to the other; or (ii) allow Purchaser additional time to meet such conditions:

- (a) Purchaser shall have performed 300 hours of unpaid labor on behalf of Seller. Such 300 hours shall include the Deposit.
- (b) Purchaser shall not be in default with respect to any monetary obligations owed to Seller (i.e. rent, utilities, damages to Seller's other property).
- (c) There shall have been no material adverse change in Purchaser's financial condition since the date hereof, as determined by Seller, in its sole and absolute discretion.
- (d) There shall have been open, honest and frank disclosure of all material changes in family circumstances and no fraudulent information, no matter when such information was provided to Seller, shall have been provided to Seller by Purchaser.

8.2 Closing shall be at the offices of the Seller's Attorneys or at such other location acceptable to both Seller and Purchaser. The Title Company shall issue the Owner's Policy of Title Insurance to Purchaser at Closing. Seller shall deliver sole possession of the Property to Purchaser on the day of Closing.

8.3 Purchaser shall pay the cost of the Owner's and Mortgagee's Policies of Title Insurance and all other expenses incurred in connection with the Closing, (other than title curative costs and Seller's attorney fees), such as escrow fees and recording costs, and such amounts shall be included in the First Lien Note.

ARTICLE 9

Default

9.1 In the event Seller shall be in default hereunder, Purchaser not being in default, Purchaser may, as Purchaser's sole remedies, either (i) enforce specific performance of this Contract against Seller, or (ii) cancel this Contract. Under no circumstances, including the termination of this Contract by Purchaser because of Seller's default hereunder, shall Seller be obligated to pay Purchaser for the labor performed on the Property or otherwise on behalf of Seller.

9.2 In the event Purchaser shall default hereunder, Seller not being in default, Seller may, as Seller's sole remedy, terminate this Contract.

ARTICLE 10

Casualty or Condemnation Loss

10.1 If any fire or casualty loss occurs between the date hereof and Closing, Purchaser may elect to close and receive an assignment of any insurance proceeds or cancel this Contract. In the event of any condemnation, Purchaser may elect to close and receive an assignment of the condemnation award or cancel this Contract pursuant to this paragraph. If Purchaser elects to terminate this Contract pursuant to this paragraph, Seller shall be entitled to retain any insurance proceeds and any condemnation award.

ARTICLE 11

Attorney's Fees

11.1 Notwithstanding any provision herein to the contrary, in the event that either party brings suit for the breach of any covenant, condition or agreement contained herein, each party shall pay its own attorney's fees and expenses in connection therewith.

ARTICLE 12

Notices

12.1 All notices, demands and requests or delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

To Seller At:

Austin Habitat for Humanity
310 Comal Street, Ste. 100
Austin, Texas 78702

with copy to:

Don Hancock/John McGill
Hancock & McGill
6010 Balcones
Suite 100
Austin, Texas 78731

And To

Purchaser At:

Jesus & Ma Ramirez


with copy to:

Daniel Nelson


or to such other addresses which either party may so designate by sending notice as aforesaid.

ARTICLE 13
Time is of Essence

13.1 The obligations and undertakings of the parties hereto shall be performed within the time specified therefore, time being of the essence, and failure to perform within such time shall constitute a default of this Contract on the part of the party who fails to perform.

ARTICLE 14
Binding Effect; Assignment

14.1 This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns. This writing and the exhibits hereto set forth the entire agreement between the parties, and no other statement, agreement or understanding, oral or written, will be recognized or enforced unless the same shall be in writing and signed by both parties subsequent to the date hereof.

14.2 It is specifically understood and agreed by Seller and Purchaser that Purchaser may not assign this Contract without the prior written consent of Seller.

ARTICLE 15
Other Provisions

15.1 Purchaser may, at Purchaser's option, waive any condition or contingency of this Contract and proceed to close despite the condition or contingency.

15.2 This Contract may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15.3 This Contract shall be governed by Texas law and all obligations hereunder are performable in Travis County, Texas.

15.4 Prior to Closing, Seller and Purchaser shall submit to each other and the Title Company such proof of authority and good standing as may be reasonably requested by Seller, Purchaser or the Title Company.

15.5 If the expiration of any time period set forth herein falls on a Saturday, Sunday or legal holiday, such time period shall be deemed to expire on the next day which is not a Saturday, Sunday or legal holiday.

ARTICLE 16

Commissions

16.1 Seller represents and warrants to Purchaser that Seller has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction, and that Seller has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Purchaser represents and warrants to Seller that Purchaser has not contacted or entered into any agreement with any real estate broker, agent, finder, or other party in connection with this transaction, and that Purchaser has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Each party hereby indemnifies and agrees to hold the other party harmless from any loss, liability, damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) resulting to the other party from a breach of the representation and warranty made by such party herein. Notwithstanding anything to the contrary contained herein, the indemnities set forth in this Section 1 shall survive the closing.

ARTICLE 17

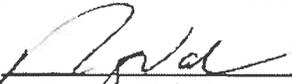
Date of Contract

17.1 The date of this Contract shall be the date specified in Section 2.2 hereof. The offer implied by presentation of this Contract by Seller shall be accepted by Purchaser by delivering a fully executed copy of this Contract no later than 5:00 p.m., April 22, 2013, on failure of which such offer may be withdrawn at any time by Seller prior to such deposit.

IN WITNESS WHEREOF, this Contract has been duly executed and delivered as of the day and year first above written.

SELLER:

AUSTIN HABITAT FOR HUMANITY, a Texas non-profit corporation

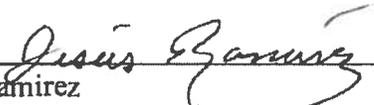
By: 

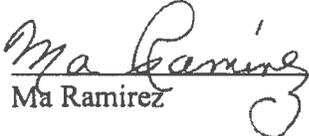
Name: Ramon Valeriano

Title: Family Services Director

Date: 4/19/13

PURCHASERS:


Jesus Ramirez


Ma Ramirez

Date: 4-19-13

Date: 4-19-13

EXHIBIT "A"

Legal Description of Land:

Address: 6010 Sandshof Drive

LOT forty (40), BLK C SENDERO HILLS PHS 4 a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200700157, Official Public Records of Travis County, Texas.

EXHIBIT "B"

(Allocation of Purchase Price)

Land	\$ 1,000.00
Improvements	\$ 109,000.00
	<hr/>
Total	\$ 110,000.00

EXHIBIT "C"

(Plans, Specification and Allowances)

3 bedrooms / one and one-half baths

Ceiling fans in all bedrooms and living room

40 gallon gas water heater

18 c.f. refrigerator/freezer

Gas range, 30" with vent hood

Concrete Stained Flooring

Central heat and air conditioning

Slab foundation

Shingle Roof

Front porch and back or side porch or stoop or patio (per plans and options)

Accessibility entrance as per plans

Driveway to accommodate two cars

Partial perimeter (200 feet) fence and one personal gate

Landscape will include options selected by family and will include at least two shade trees and one ornamental tree, in accordance to water restrictions

Options as selected by the homeowner (see attached list)

EXHIBIT "D"

New Home Insulation Addendum

As required by Federal Trade Commission Regulations, the information relating to the insulation installed or to be installed in the home being purchased under the contract is as follows:

- A. Exterior walls of improved living areas insulated with blown-in cellulose insulation which yields an R-value of R-30, or greater
- B. Ceilings in improved living areas not applied to a slab foundation insulated with blown-in cellulose insulation which yields an R-value of R-30, or greater.
- C. Floors of improved living areas not applied to a slab foundation insulated with fiberglass

All stated R-values are based on information provided by the manufacture of the insulation.

CONTRACT FOR SALE

THIS CONTRACT FOR SALE (this "Contract") is made and entered into by and between, Roxanne White, resident of Travis County, Texas (hereinafter called "Purchaser"), and **AUSTIN HABITAT FOR HUMANITY**, a Texas non-profit corporation (hereinafter called "Seller").

WITNESSETH:

ARTICLE 1

Property

1.1 For the purchase price and upon the terms and conditions hereinafter set forth, Seller does hereby agree to sell to Purchaser, and Purchaser does hereby agree to purchase from Seller the real property more particularly described on **Exhibit "A"** and made a part hereof for all purposes (the "Land"), together with the improvements and structures ("Improvements") to be constructed thereon as described below. The Land and Improvements are hereinafter collectively called the "Property."

ARTICLE 2

Consideration

2.1 As of the date of Purchaser's execution hereof, Seller acknowledges that Purchaser has performed at least 150 hours of unpaid labor on behalf of Seller, and such hours are considered by Seller to be Purchaser's partial consideration for the purchase of the Property (the "Deposit").

2.2 Upon execution of this contract by all parties, Buyer shall deposit with Seller \$500.00 as earnest money. At closing, the earnest money will be applied to Purchaser's closing expenses. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default. The parties also agree to deposit with Hancock & McGill in Austin, Travis County, Texas (the "Seller's Attorneys"), and Independence Title Company in Austin, Travis County, Texas (the "Title Company") fully executed copies of this Contract with all attachments and exhibits hereto. The date of the Seller's Attorneys receipt of this Contract shall be deemed to be the date of this Contract and shall hereafter be referred to as "the date hereof."

ARTICLE 3

Purchase Price

3.1 The purchase price of the Property shall be One Hundred Five Thousand Dollars (\$105,000), (the "Purchase Price"), to be allocated as between the Land and the Improvements as shown on **Exhibit "B"**, and which shall be paid, at closing, by Purchaser as follows (check applicable financing boxes below):

By the execution and delivery to Seller of a promissory note payable to Seller (the "First Lien Note") in the principal sum of Sixty-Five Thousand Dollars (\$65,000) plus all closing costs incurred by Buyer, less any earnest money deposited with Seller, to close the transaction contemplated herein. The First Lien Note shall bear no interest prior to default and shall be due and payable in Three Hundred Sixty (360) equal monthly installments sufficient to fully amortize the indebtedness evidenced by the First Lien Note over Three Hundred Sixty (360) months, beginning on the date which is the first day of the calendar month after the Closing, and continuing thereafter for Three Hundred Sixty (360) months, when

all remaining unpaid principal and accrued interest, if any, shall be due and payable in full. For the purpose of creating an escrow fund for the payment of taxes homeowner association dues, and insurance premiums on the Property, Purchaser shall also deposit monthly with the Seller, a sum equivalent to one twelfth (1/12th) of the estimated annual taxes homeowner association dues and insurance premiums on the Property, such estimates to be made by Seller with said monthly deposits to be in addition to the payment called for in the First Lien Note.

Purchaser acknowledges that the Seller and certain charitable and governmental entities may provide additional financing to Purchaser for the purchase of the Property. As long as this additional financing (a) is non-interest bearing (b) is forgivable as specified below; and (c) requires no additional periodic payments or all such payments are abated as specified below, Purchaser agrees to execute and deliver one or more secondary promissory notes (the "Secondary Notes"), in the aggregate principal amount of not more than the Purchase Price LESS the amount of the First Lien Note shown in the preceding paragraph. All periodic payments due under the Secondary Notes, if any are required, will be abated and the principal balance of the Secondary Notes will be forgiven on the scheduled maturity date of such notes provided Purchaser is (a) not in default under the terms of the First Lien Note; and (b) has not transferred any legal or equitable interest in the Property without the prior consent of the holder of the First Lien Note and the Secondary Notes. Any Secondary Note payable to Seller shall have the same maturity date as the First Lien Note.

3.2 Each Note required by this contract shall be secured by (i) a deed of trust executed by Purchaser covering the Property (the "Deed of Trust"), and (ii) such other security instruments as Seller or each lender's legal counsel deem necessary.) Furthermore, a Shared Appreciation and Repurchase Agreement (the "Repurchase Agreement") shall be required by Seller.

3.3 The Note or Notes and such other security instruments deemed necessary by a lender or the lender's legal counsel shall be prepared by legal counsel for each lender, subject to the reasonable approval by legal counsel for Purchaser. The Deeds of Trust securing the First Lien Note or the Secondary Notes shall not permit any assumption of the Secondary Notes or the sale or transfer of any interest in the Property without a lender's prior written approval. The Secondary Notes shall provide that each such note may be prepaid at any time, in whole or in part, without notice or penalty, and interest shall cease accruing on any amount prepaid from the date of prepayment. Any such prepayment shall be applied first to any then accrued interest, if any, and then to principal under the Secondary Notes prepaid in inverse order of maturity. The Deeds of Trust securing a Secondary Note, shall secure all future advances to Purchaser and any and all loans made or to be made to Purchaser.

ARTICLE 4

Survey

4.1 Seller shall have a survey of the Improvements and Land prepared and delivered to Purchaser and the Title Company within fifteen (15) days after the Improvements are substantially completed. The cost of the survey shall be borne by Purchaser.

ARTICLE 5

Title Matters and Conveyancing Documents

5.1 Seller shall obtain from the Title Company and deliver to Purchaser a commitment for an Owner's Policy of Title Insurance in Purchaser's favor in the amount of the purchase price for the Property and reflecting the ownership of and encumbrances upon the Property (the "Commitment"). If the Commitment to be delivered to the Purchaser in accordance with this Contract reveals defects in title or other conditions which are unacceptable to Purchaser, Purchaser shall provide to Seller written notice of Purchaser's objection to such unacceptable matters within ten (10) days after Purchaser's receipt of the Commitment, and Seller shall in good faith attempt to satisfy the same and remove such objections within fifteen (15) days after receipt of Purchaser's notice, provided Seller shall not be required to incur any cost to do so. Any such items to which Purchaser does not so object shall be deemed to be approved by Purchaser. Notwithstanding the foregoing, all requirements set forth on Schedule C of the Commitment shall be deemed objectionable whether or not Purchaser gives Seller notice of any objections to same. In the event Seller is unable or unwilling to remove any unacceptable exceptions set forth on Schedule B of the Commitment within said 15 day period, Purchaser, at Purchaser's option, may either (i) terminate this Contract by delivering written notice to Seller within ten (10) days after the expiration of the foregoing 15-day cure period, or (ii) waive such objections and close this transaction. If Seller is unable or unwilling to cure period any matter set forth on Schedule C (other than release of liens which can be obtained with the net proceeds of the sale), Seller may notify Purchaser of such fact. In such event, Purchaser shall have ten (10) days thereafter to notify Seller that Purchaser elects to terminate this Contract. If Purchaser fails to notify Seller within such 10-day period, Purchaser shall be deemed to have elected to waive such objections and shall close this transaction subject to such objectionable matter.

5.2 Seller shall furnish Purchaser at Closing a Special Warranty Deed to the Property in form reasonably satisfactory to Purchaser and the Title Company. The Special Warranty Deed shall except to all matters of record in Travis County, Texas.

5.3 The property

_____ is subject to mandatory membership in an owners' association.

 X is not subject to mandatory membership in an owners' association.

If the Property is subject to mandatory membership in an owners' association:

Seller notifies Buyer under Section 5.012 Texas Property Code, that, as a purchaser of property in the residential community in which the Property is located, Buyer is obligated to be a member of an owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. Buyer is obligated to pay assessments to the owners' association. The amount of the assessments is subject to change. Buyer's failure to pay the assessments could result in a lien on and the foreclosure of the Property.

 X Buyer has received and approved (i) the restrictions which apply to the Property, (ii) the bylaws and rules of the owners' association for the Property, and (iii) a resale certificate

for the Property provided by the owners' association for the Property ("the Subdivision Information") OR

_____ Buyer does not require delivery of the Subdivision Information and **waives the right to receive the Subdivision Information.**

5.4 Sale of the Property by Buyer after purchase by Buyer

 X is restricted to certain income-eligible persons or to Seller.

_____ is not restricted to certain income-eligible persons or to Seller.

If sale of the Property by Buyer is restricted, Buyer acknowledges receipt and review of the document or documents restricting the sale of the Property by Buyer, and Buyer agrees to accept title to the Property subject to all such restrictions.

ARTICLE 6

Completion of Improvements

6.1 The Improvements shall be completed with due diligence in accordance with the plans and specifications, finish-out schedules and allowances described on **Exhibit "C"** attached hereto and made a part hereof for all purposes, and any other change orders hereafter agreed to by Seller and Purchaser in writing (the "Construction Documents").

6.2 If the Construction Documents permit selections by Purchaser, Purchaser's selections will conform to Seller's normal standards or will not, in Seller's judgment, adversely affect the marketability of the Property. Purchaser will make required selections within ten (10) days after receipt of written notice from Seller.

6.3 Seller estimates that it will commence construction of the Improvements on or before June 30th, 2013 (the "Estimated Commencement Date"). In the event that Seller has not secured a building permit and a commenced construction of the Improvements by such date, Purchaser may thereafter terminate this Contract by written notice to the other party hereto. In the event that after the Estimated Commencement Date, Seller secures a building permit and commences construction of the Improvements prior to Seller's receipt of written notice from Purchaser of termination of this Contract, all rights to terminate this Contract because the actual construction of the Improvements commenced after the Commencement Date shall be automatically terminated and void.

6.4 The Improvements shall be substantially completed in accordance with the Construction Documents and ready for occupancy as soon as practicable under the circumstances. Seller may substitute materials, equipment and appliances of equal quality for those specified in the Construction Documents.

ARTICLE 7

Representations and Warranties

7.1 Attached hereto as **Exhibit "D"** is the insulation information required under Federal Trade Commission Regulations.

7.2 Seller represents that as of the Closing there will be no liens, assessments, Uniform Commercial Code or other security interests against any of the Property which will not be satisfied out of the purchase price unless securing Purchaser's purchase money loan(s). If any representation in this Contract is untrue as of the Closing, this Contract may be terminated by Purchaser, as Purchaser's sole and exclusive remedy. Under no circumstances shall Seller be obligated to pay Purchaser for the labor performed on the Property or on behalf of Seller.

ARTICLE 8
Closing Date and Place; Closing Costs and Prorations

8.1 The transactions contemplated hereby shall be closed (the "Closing") on a date set by Seller. Seller shall give Purchaser thirty (30) days notice of the Closing, and if Purchaser has not met the following conditions within said 30-day period, Seller, as Seller's sole remedies in such event, may either (i) terminate this Contract within ten (10) days from the expiration of the foregoing 30-day period, and in such event, neither party will have any further obligation to the other; or (ii) allow Purchaser additional time to meet such conditions:

- (a) Purchaser shall have performed 300 hours of unpaid labor on behalf of Seller. Such 300 hours shall include the Deposit.
- (b) Purchaser shall not be in default with respect to any monetary obligations owed to Seller (i.e. rent, utilities, damages to Seller's other property).
- (c) There shall have been no material adverse change in Purchaser's financial condition since the date hereof, as determined by Seller, in its sole and absolute discretion.
- (d) There shall have been open, honest and frank disclosure of all material changes in family circumstances and no fraudulent information, no matter when such information was provided to Seller, shall have been provided to Seller by Purchaser.

8.2 Closing shall be at the offices of the Seller's Attorneys or at such other location acceptable to both Seller and Purchaser. The Title Company shall issue the Owner's Policy of Title Insurance to Purchaser at Closing. Seller shall deliver sole possession of the Property to Purchaser on the day of Closing.

8.3 Purchaser shall pay the cost of the Owner's and Mortgagee's Policies of Title Insurance and all other expenses incurred in connection with the Closing, (other than title curative costs and Seller's attorney fees), such as escrow fees and recording costs, and such amounts shall be included in the First Lien Note.

ARTICLE 9

Default

9.1 In the event Seller shall be in default hereunder, Purchaser not being in default, Purchaser may, as Purchaser's sole remedies, either (i) enforce specific performance of this Contract against Seller, or (ii) cancel this Contract. Under no circumstances, including the termination of this Contract by Purchaser because of Seller's default hereunder, shall Seller be obligated to pay Purchaser for the labor performed on the Property or otherwise on behalf of Seller.

9.2 In the event Purchaser shall default hereunder, Seller not being in default, Seller may, as Seller's sole remedy, terminate this Contract.

ARTICLE 10

Casualty or Condemnation Loss

10.1 If any fire or casualty loss occurs between the date hereof and Closing, Purchaser may elect to close and receive an assignment of any insurance proceeds or cancel this Contract. In the event of any condemnation, Purchaser may elect to close and receive an assignment of the condemnation award or cancel this Contract pursuant to this paragraph. If Purchaser elects to terminate this Contract pursuant to this paragraph, Seller shall be entitled to retain any insurance proceeds and any condemnation award.

ARTICLE 11

Attorney's Fees

11.1 Notwithstanding any provision herein to the contrary, in the event that either party brings suit for the breach of any covenant, condition or agreement contained herein, each party shall pay its own attorney's fees and expenses in connection therewith.

ARTICLE 12
Notices

12.1 All notices, demands and requests or delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

To Seller At:

Austin Habitat for Humanity
310 Comal Street, Ste. 100
Austin, Texas 78702

with copy to:

Don Hancock/John McGill
Hancock & McGill
6010 Balcones
Suite 100
Austin, Texas 78731

And To
Purchaser At:

Roxanne White


with copy to:

Daniel Nelson


or to such other addresses which either party may so designate by sending notice as aforesaid.

ARTICLE 13
Time is of Essence

13.1 The obligations and undertakings of the parties hereto shall be performed within the time specified therefore, time being of the essence, and failure to perform within such time shall constitute a default of this Contract on the part of the party who fails to perform.

ARTICLE 14
Binding Effect; Assignment

14.1 This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns. This writing and the exhibits hereto set forth the entire agreement between the parties, and no other statement, agreement or understanding, oral or written, will be recognized or enforced unless the same shall be in writing and signed by both parties subsequent to the date hereof.

14.2 It is specifically understood and agreed by Seller and Purchaser that Purchaser may not assign this Contract without the prior written consent of Seller.

ARTICLE 15
Other Provisions

15.1 Purchaser may, at Purchaser's option, waive any condition or contingency of this Contract and proceed to close despite the condition or contingency.

15.2 This Contract may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15.3 This Contract shall be governed by Texas law and all obligations hereunder are performable in Travis County, Texas.

15.4 Prior to Closing, Seller and Purchaser shall submit to each other and the Title Company such proof of authority and good standing as may be reasonably requested by Seller, Purchaser or the Title Company.

15.5 If the expiration of any time period set forth herein falls on a Saturday, Sunday or legal holiday, such time period shall be deemed to expire on the next day which is not a Saturday, Sunday or legal holiday.

ARTICLE 16
Commissions

16.1 Seller represents and warrants to Purchaser that Seller has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction, and that Seller has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Purchaser represents and warrants to Seller that Purchaser has not contacted or entered into any agreement with any real estate broker, agent, finder, or other party in connection with this transaction, and that Purchaser has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Each party hereby indemnifies and agrees to hold the other party harmless from any loss, liability, damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) resulting to the other party from a breach of the representation and warranty made by such party herein. Notwithstanding anything to the contrary contained herein, the indemnities set forth in this Section 1 shall survive the closing.

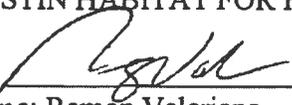
ARTICLE 17
Date of Contract

17.1 The date of this Contract shall be the date specified in Section 2.2 hereof. The offer implied by presentation of this Contract by Seller shall be accepted by Purchaser by delivering a fully executed copy of this Contract no later than 5:00 p.m., February 1, 2013, on failure of which such offer may be withdrawn at any time by Seller prior to such deposit.

IN WITNESS WHEREOF, this Contract has been duly executed and delivered as of the day and year first above written.

SELLER:

AUSTIN HABITAT FOR HUMANITY, a Texas non-profit corporation

By: 

Name: Ramon Valeriano

Title: Family Services Director

Date: 1/30/13

PURCHASERS:


Roxanne White

Date: 1-30-13

Date: _____

EXHIBIT "A"

Legal Description of Land:

Address: 6809 Ali Cove

LOT twenty-six (26), BLK C SENDERO HILLS PHS 4 a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200700157, Official Public Records of Travis County, Texas.

EXHIBIT "B"

(Allocation of Purchase Price)

Land	\$ 1,000.00
Improvements	\$ 104,000.00
	<hr/>
Total	\$ 105,000.00

EXHIBIT "C"

(Plans, Specification and Allowances)

2 bedrooms / one bath

Ceiling fans in all bedrooms and living room

40 gallon gas water heater

18 c.f. refrigerator/freezer

Gas range, 30" with vent hood

Concrete Stained Flooring

Central heat and air conditioning

Slab foundation

Shingle Roof

Front porch and back or side porch or stoop or patio (per plans and options)

Accessibility entrance as per plans

Driveway to accommodate two cars

Partial perimeter (200 feet) fence and one personal gate

Landscape will include options selected by family and will include at least two shade trees and one ornamental tree, in accordance to water restrictions

Options as selected by the homeowner (see attached list)

EXHIBIT "D"

New Home Insulation Addendum

As required by Federal Trade Commission Regulations, the information relating to the insulation installed or to be installed in the home being purchased under the contract is as follows:

- A. Exterior walls of improved living areas insulated with blown-in cellulose insulation which yields an R-value of R-30, or greater
- B. Ceilings in improved living areas not applied to a slab foundation insulated with blown-in cellulose insulation which yields an R-value of R-30, or greater.
- C. Floors of improved living areas not applied to a slab foundation insulated with fiberglass

All stated R-values are based on information provided by the manufacture of the insulation.

CONTRACT FOR SALE

THIS CONTRACT FOR SALE (this "Contract") is made and entered into by and between, Maria Cristina Castro, resident of Travis County, Texas (hereinafter called "Purchaser"), and **AUSTIN HABITAT FOR HUMANITY**, a Texas non-profit corporation (hereinafter called "Seller").

WITNESSETH:

ARTICLE 1

Property

1.1 For the purchase price and upon the terms and conditions hereinafter set forth, Seller does hereby agree to sell to Purchaser, and Purchaser does hereby agree to purchase from Seller the real property more particularly described on **Exhibit "A"** and made a part hereof for all purposes (the "Land"), together with the improvements and structures ("Improvements") to be constructed thereon as described below. The Land and Improvements are hereinafter collectively called the "Property."

ARTICLE 2

Consideration

2.1 As of the date of Purchaser's execution hereof, Seller acknowledges that Purchaser has performed at least 150 hours of unpaid labor on behalf of Seller, and such hours are considered by Seller to be Purchaser's partial consideration for the purchase of the Property (the "Deposit").

2.2 Upon execution of this contract by all parties, Buyer shall deposit with Seller \$500.00 as earnest money. At closing, the earnest money will be applied to Purchaser's closing expenses. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default. The parties also agree to deposit with Hancock & McGill in Austin, Travis County, Texas (the "Seller's Attorneys"), and Independence Title Company in Austin, Travis County, Texas (the "Title Company") fully executed copies of this Contract with all attachments and exhibits hereto. The date of the Seller's Attorneys receipt of this Contract shall be deemed to be the date of this Contract and shall hereafter be referred to as "the date hereof."

ARTICLE 3

Purchase Price

3.1 The purchase price of the Property shall be One Hundred Fifteen Thousand Dollars (\$115,000), (the "Purchase Price"), to be allocated as between the Land and the Improvements as shown on **Exhibit "B"**, and which shall be paid, at closing, by Purchaser as follows (check applicable financing boxes below):

By the execution and delivery to Seller of a promissory note payable to Seller (the "First Lien Note") in the principal sum of Seventy Five Thousand Dollars (\$75,000) plus all closing costs incurred by Buyer, less any earnest money deposited with Seller, to close the transaction contemplated herein. The First Lien Note shall bear no interest prior to default and shall be due and payable in Three Hundred Sixty (360) equal monthly installments sufficient to fully amortize the indebtedness evidenced by the First Lien Note over Three Hundred Sixty (360) months, beginning on the date which is the first day of the calendar month after the Closing, and continuing thereafter for Three Hundred Sixty (360) months, when

all remaining unpaid principal and accrued interest, if any, shall be due and payable in full. For the purpose of creating an escrow fund for the payment of taxes homeowner association dues, and insurance premiums on the Property, Purchaser shall also deposit monthly with the Seller, a sum equivalent to one twelfth (1/12th) of the estimated annual taxes homeowner association dues and insurance premiums on the Property, such estimates to be made by Seller with said monthly deposits to be in addition to the payment called for in the First Lien Note.

Purchaser acknowledges that the Seller and certain charitable and governmental entities may provide additional financing to Purchaser for the purchase of the Property. As long as this additional financing (a) is non-interest bearing (b) is forgivable as specified below; and (c) requires no additional periodic payments or all such payments are abated as specified below, Purchaser agrees to execute and deliver one or more secondary promissory notes (the "Secondary Notes"), in the aggregate principal amount of not more than the Purchase Price LESS the amount of the First Lien Note shown in the preceding paragraph. All periodic payments due under the Secondary Notes, if any are required, will be abated and the principal balance of the Secondary Notes will be forgiven on the scheduled maturity date of such notes provided Purchaser is (a) not in default under the terms of the First Lien Note; and (b) has not transferred any legal or equitable interest in the Property without the prior consent of the holder of the First Lien Note and the Secondary Notes. Any Secondary Note payable to Seller shall have the same maturity date as the First Lien Note.

3.2 Each Note required by this contract shall be secured by (i) a deed of trust executed by Purchaser covering the Property (the "Deed of Trust"), and (ii) such other security instruments as Seller or each lender's legal counsel deem necessary.) Furthermore, a Shared Appreciation and Repurchase Agreement (the "Repurchase Agreement") shall be required by Seller.

3.3 The Note or Notes and such other security instruments deemed necessary by a lender or the lender's legal counsel shall be prepared by legal counsel for each lender, subject to the reasonable approval by legal counsel for Purchaser. The Deeds of Trust securing the First Lien Note or the Secondary Notes shall not permit any assumption of the Secondary Notes or the sale or transfer of any interest in the Property without a lender's prior written approval. The Secondary Notes shall provide that each such note may be prepaid at any time, in whole or in part, without notice or penalty, and interest shall cease accruing on any amount prepaid from the date of prepayment. Any such prepayment shall be applied first to any then accrued interest, if any, and then to principal under the Secondary Notes prepaid in inverse order of maturity. The Deeds of Trust securing a Secondary Note, shall secure all future advances to Purchaser and any and all loans made or to be made to Purchaser.

ARTICLE 4

Survey

4.1 Seller shall have a survey of the Improvements and Land prepared and delivered to Purchaser and the Title Company within fifteen (15) days after the Improvements are substantially completed. The cost of the survey shall be borne by Purchaser.

ARTICLE 5

Title Matters and Conveyancing Documents

5.1 Seller shall obtain from the Title Company and deliver to Purchaser a commitment for an Owner's Policy of Title Insurance in Purchaser's favor in the amount of the purchase price for the Property and reflecting the ownership of and encumbrances upon the Property (the "Commitment"). If the Commitment to be delivered to the Purchaser in accordance with this Contract reveals defects in title or other conditions which are unacceptable to Purchaser, Purchaser shall provide to Seller written notice of Purchaser's objection to such unacceptable matters within ten (10) days after Purchaser's receipt of the Commitment, and Seller shall in good faith attempt to satisfy the same and remove such objections within fifteen (15) days after receipt of Purchaser's notice, provided Seller shall not be required to incur any cost to do so. Any such items to which Purchaser does not so object shall be deemed to be approved by Purchaser. Notwithstanding the foregoing, all requirements set forth on Schedule C of the Commitment shall be deemed objectionable whether or not Purchaser gives Seller notice of any objections to same. In the event Seller is unable or unwilling to remove any unacceptable exceptions set forth on Schedule B of the Commitment within said 15 day period, Purchaser, at Purchaser's option, may either (i) terminate this Contract by delivering written notice to Seller within ten (10) days after the expiration of the foregoing 15-day cure period, or (ii) waive such objections and close this transaction. If Seller is unable or unwilling to cure period any matter set forth on Schedule C (other than release of liens which can be obtained with the net proceeds of the sale), Seller may notify Purchaser of such fact. In such event, Purchaser shall have ten (10) days thereafter to notify Seller that Purchaser elects to terminate this Contract. If Purchaser fails to notify Seller within such 10-day period, Purchaser shall be deemed to have elected to waive such objections and shall close this transaction subject to such objectionable matter.

5.2 Seller shall furnish Purchaser at Closing a Special Warranty Deed to the Property in form reasonably satisfactory to Purchaser and the Title Company. The Special Warranty Deed shall except to all matters of record in Travis County, Texas.

5.3 The property

is subject to mandatory membership in an owners' association.

is not subject to mandatory membership in an owners' association.

If the Property is subject to mandatory membership in an owners' association:

Seller notifies Buyer under Section 5.012 Texas Property Code, that, as a purchaser of property in the residential community in which the Property is located, Buyer is obligated to be a member of an owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. Buyer is obligated to pay assessments to the owners' association. The amount of the assessments is subject to change. Buyer's failure to pay the assessments could result in a lien on and the foreclosure of the Property.

Buyer has received and approved (i) the restrictions which apply to the Property, (ii) the bylaws and rules of the owners' association for the Property, and (iii) a resale certificate

for the Property provided by the owners' association for the Property ("the Subdivision Information") OR

_____ Buyer does not require delivery of the Subdivision Information and **waives the right to receive the Subdivision Information.**

5.4 Sale of the Property by Buyer after purchase by Buyer

 X is restricted to certain income-eligible persons or to Seller.

_____ is not restricted to certain income-eligible persons or to Seller.

If sale of the Property by Buyer is restricted, Buyer acknowledges receipt and review of the document or documents restricting the sale of the Property by Buyer, and Buyer agrees to accept title to the Property subject to all such restrictions.

ARTICLE 6

Completion of Improvements

6.1 The Improvements shall be completed with due diligence in accordance with the plans and specifications, finish-out schedules and allowances described on **Exhibit "C"** attached hereto and made a part hereof for all purposes, and any other change orders hereafter agreed to by Seller and Purchaser in writing (the "Construction Documents").

6.2 If the Construction Documents permit selections by Purchaser, Purchaser's selections will conform to Seller's normal standards or will not, in Seller's judgment, adversely affect the marketability of the Property. Purchaser will make required selections within ten (10) days after receipt of written notice from Seller.

6.3 Seller estimates that it will commence construction of the Improvements on or before March 31st, 2014 (the "Estimated Commencement Date"). In the event that Seller has not secured a building permit and a commenced construction of the Improvements by such date, Purchaser may thereafter terminate this Contract by written notice to the other party hereto. In the event that after the Estimated Commencement Date, Seller secures a building permit and commences construction of the Improvements prior to Seller's receipt of written notice from Purchaser of termination of this Contract, all rights to terminate this Contract because the actual construction of the Improvements commenced after the Commencement Date shall be automatically terminated and void.

6.4 The Improvements shall be substantially completed in accordance with the Construction Documents and ready for occupancy as soon as practicable under the circumstances. Seller may substitute materials, equipment and appliances of equal quality for those specified in the Construction Documents.

ARTICLE 7

Representations and Warranties

7.1 Attached hereto as **Exhibit "D"** is the insulation information required under Federal Trade Commission Regulations.

7.2 Seller represents that as of the Closing there will be no liens, assessments, Uniform Commercial Code or other security interests against any of the Property which will not be satisfied out of the purchase price unless securing Purchaser's purchase money loan(s). If any representation in this Contract is untrue as of the Closing, this Contract may be terminated by Purchaser, as Purchaser's sole and exclusive remedy. Under no circumstances shall Seller be obligated to pay Purchaser for the labor performed on the Property or on behalf of Seller.

ARTICLE 8
Closing Date and Place; Closing Costs and Prorations

8.1 The transactions contemplated hereby shall be closed (the "Closing") on a date set by Seller. Seller shall give Purchaser thirty (30) days notice of the Closing, and if Purchaser has not met the following conditions within said 30-day period, Seller, as Seller's sole remedies in such event, may either (i) terminate this Contract within ten (10) days from the expiration of the foregoing 30-day period, and in such event, neither party will have any further obligation to the other; or (ii) allow Purchaser additional time to meet such conditions:

- (a) Purchaser shall have performed 300 hours of unpaid labor on behalf of Seller. Such 300 hours shall include the Deposit.
- (b) Purchaser shall not be in default with respect to any monetary obligations owed to Seller (i.e. rent, utilities, damages to Seller's other property).
- (c) There shall have been no material adverse change in Purchaser's financial condition since the date hereof, as determined by Seller, in its sole and absolute discretion.
- (d) There shall have been open, honest and frank disclosure of all material changes in family circumstances and no fraudulent information, no matter when such information was provided to Seller, shall have been provided to Seller by Purchaser.

8.2 Closing shall be at the offices of the Seller's Attorneys or at such other location acceptable to both Seller and Purchaser. The Title Company shall issue the Owner's Policy of Title Insurance to Purchaser at Closing. Seller shall deliver sole possession of the Property to Purchaser on the day of Closing.

8.3 Purchaser shall pay the cost of the Owner's and Mortgagee's Policies of Title Insurance and all other expenses incurred in connection with the Closing, (other than title curative costs and Seller's attorney fees), such as escrow fees and recording costs, and such amounts shall be included in the First Lien Note.

ARTICLE 9

Default

9.1 In the event Seller shall be in default hereunder, Purchaser not being in default, Purchaser may, as Purchaser's sole remedies, either (i) enforce specific performance of this Contract against Seller, or (ii) cancel this Contract. Under no circumstances, including the termination of this Contract by Purchaser because of Seller's default hereunder, shall Seller be obligated to pay Purchaser for the labor performed on the Property or otherwise on behalf of Seller.

9.2 In the event Purchaser shall default hereunder, Seller not being in default, Seller may, as Seller's sole remedy, terminate this Contract.

ARTICLE 10

Casualty or Condemnation Loss

10.1 If any fire or casualty loss occurs between the date hereof and Closing, Purchaser may elect to close and receive an assignment of any insurance proceeds or cancel this Contract. In the event of any condemnation, Purchaser may elect to close and receive an assignment of the condemnation award or cancel this Contract pursuant to this paragraph. If Purchaser elects to terminate this Contract pursuant to this paragraph, Seller shall be entitled to retain any insurance proceeds and any condemnation award.

ARTICLE 11

Attorney's Fees

11.1 Notwithstanding any provision herein to the contrary, in the event that either party brings suit for the breach of any covenant, condition or agreement contained herein, each party shall pay its own attorney's fees and expenses in connection therewith.

ARTICLE 12

Notices

12.1 All notices, demands and requests or delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

To Seller At:

Austin Habitat for Humanity
310 Comal Street, Ste. 100
Austin, Texas 78702

with copy to:

Don Hancock/John McGill
Hancock & McGill
6010 Balcones
Suite 100
Austin, Texas 78731

And To
Purchaser At:

Maria Cristina Castro


with copy to:

Daniel Nelson


or to such other addresses which either party may so designate by sending notice as aforesaid.

ARTICLE 13
Time is of Essence

13.1 The obligations and undertakings of the parties hereto shall be performed within the time specified therefore, time being of the essence, and failure to perform within such time shall constitute a default of this Contract on the part of the party who fails to perform.

ARTICLE 14
Binding Effect; Assignment

14.1 This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns. This writing and the exhibits hereto set forth the entire agreement between the parties, and no other statement, agreement or understanding, oral or written, will be recognized or enforced unless the same shall be in writing and signed by both parties subsequent to the date hereof.

14.2 It is specifically understood and agreed by Seller and Purchaser that Purchaser may not assign this Contract without the prior written consent of Seller.

ARTICLE 15
Other Provisions

15.1 Purchaser may, at Purchaser's option, waive any condition or contingency of this Contract and proceed to close despite the condition or contingency.

15.2 This Contract may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15.3 This Contract shall be governed by Texas law and all obligations hereunder are performable in Travis County, Texas.

15.4 Prior to Closing, Seller and Purchaser shall submit to each other and the Title Company such proof of authority and good standing as may be reasonably requested by Seller, Purchaser or the Title Company.

15.5 If the expiration of any time period set forth herein falls on a Saturday, Sunday or legal holiday, such time period shall be deemed to expire on the next day which is not a Saturday, Sunday or legal holiday.

ARTICLE 16
Commissions

16.1 Seller represents and warrants to Purchaser that Seller has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction, and that Seller has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Purchaser represents and warrants to Seller that Purchaser has not contacted or entered into any agreement with any real estate broker, agent, finder, or other party in connection with this transaction, and that Purchaser has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Each party hereby indemnifies and agrees to hold the other party harmless from any loss, liability, damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) resulting to the other party from a breach of the representation and warranty made by such party herein. Notwithstanding anything to the contrary contained herein, the indemnities set forth in this Section 1 shall survive the closing.

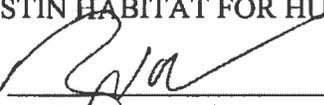
ARTICLE 17
Date of Contract

17.1 The date of this Contract shall be the date specified in Section 2.2 hereof. The offer implied by presentation of this Contract by Seller shall be accepted by Purchaser by delivering a fully executed copy of this Contract no later than 5:00 p.m., April 30th, 2013, on failure of which such offer may be withdrawn at any time by Seller prior to such deposit.

IN WITNESS WHEREOF, this Contract has been duly executed and delivered as of the day and year first above written.

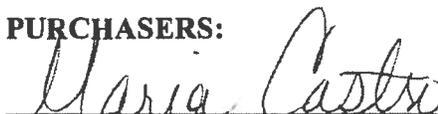
SELLER:

AUSTIN HABITAT FOR HUMANITY, a Texas non-profit corporation

By: 
Name: Ramon Valeriano
Title: Family Services Director

Date: 4/27/13

PURCHASERS:


Maria Cristina Castro

Date: 4.27.13

Date: _____

EXHIBIT "A"

Legal Description of Land:

Address: 6307 Sandshof

LOT four (4), BLK C SENDERO HILLS PHS 4 a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200700157, Official Public Records of Travis County, Texas.

EXHIBIT "B"

(Allocation of Purchase Price)

Land	\$ 1,000.00
Improvements	\$ 114,000.00
	<hr/>
Total	\$ 115,000.00

EXHIBIT "C"

(Plans, Specification and Allowances)

4 bedrooms / one and one-half baths

Ceiling fans in all bedrooms and living room

40 gallon gas water heater

18 c.f. refrigerator/freezer

Gas range, 30" with vent hood

Concrete Stained Flooring

Central heat and air conditioning

Slab foundation

Shingle Roof

Front porch and back or side porch or stoop or patio (per plans and options)

Accessibility entrance as per plans

Driveway to accommodate two cars

Partial perimeter (200 feet) fence and one personnel gate

Landscape will include options selected by family and will include at least two shade trees and one ornamental tree, in accordance to water restrictions

Options as selected by the homeowner (see attached list)

EXHIBIT "D"

New Home Insulation Addendum

As required by Federal Trade Commission Regulations, the information relating to the insulation installed or to be installed in the home being purchased under the contract is as follows:

- A. Exterior walls of improved living areas insulated with blown-in cellulose insulation which yields an R-value of R-30, or greater
- B. Ceilings in improved living areas not applied to a slab foundation insulated with blown-in cellulose insulation which yields an R-value of R-30, or greater.
- C. Floors of improved living areas not applied to a slab foundation insulated with fiberglass

All stated R-values are based on information provided by the manufacture of the insulation.

CONTRACT FOR SALE

THIS CONTRACT FOR SALE (this "Contract") is made and entered into by and between, Inocencia Flores, resident of Travis County, Texas (hereinafter called "Purchaser"), and **AUSTIN HABITAT FOR HUMANITY**, a Texas non-profit corporation (hereinafter called "Seller").

WITNESSETH:

ARTICLE 1

Property

1.1 For the purchase price and upon the terms and conditions hereinafter set forth, Seller does hereby agree to sell to Purchaser, and Purchaser does hereby agree to purchase from Seller the real property more particularly described on Exhibit "A" and made a part hereof for all purposes (the "Land"), together with the improvements and structures ("Improvements") to be constructed thereon as described below. The Land and Improvements are hereinafter collectively called the "Property."

ARTICLE 2

Consideration

2.1 As of the date of Purchaser's execution hereof, Seller acknowledges that Purchaser has performed at least 150 hours of unpaid labor on behalf of Seller, and such hours are considered by Seller to be Purchaser's partial consideration for the purchase of the Property (the "Deposit").

2.2 Upon execution of this contract by all parties, Buyer shall deposit with Seller \$500.00 as earnest money. At closing, the earnest money will be applied to Purchaser's closing expenses. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default. The parties also agree to deposit with Hancock & McGill in Austin, Travis County, Texas (the "Seller's Attorneys"), and Independence Title Company in Austin, Travis County, Texas (the "Title Company") fully executed copies of this Contract with all attachments and exhibits hereto. The date of the Seller's Attorneys receipt of this Contract shall be deemed to be the date of this Contract and shall hereafter be referred to as "the date hereof."

ARTICLE 3

Purchase Price

3.1 The purchase price of the Property shall be One Hundred Ten Thousand Dollars (\$110,000), (the "Purchase Price"), to be allocated as between the Land and the Improvements as shown on Exhibit "B", and which shall be paid, at closing, by Purchaser as follows (check applicable financing boxes below):

By the execution and delivery to Seller of a promissory note payable to Seller (the "First Lien Note") in the principal sum of Seventy Thousand Dollars (\$70,000) plus all closing costs incurred by Buyer, less any earnest money deposited with Seller, to close the transaction contemplated herein. The First Lien Note shall bear no interest prior to default and shall be due and payable in Three Hundred Sixty (360) equal monthly installments sufficient to fully amortize the indebtedness evidenced by the First Lien Note over Three Hundred Sixty (360) months, beginning on the date which is the first day of the calendar month after the Closing, and continuing thereafter for Three Hundred Sixty (360) months, when all

remaining unpaid principal and accrued interest, if any, shall be due and payable in full. For the purpose of creating an escrow fund for the payment of taxes homeowner association dues, and insurance premiums on the Property, Purchaser shall also deposit monthly with the Seller, a sum equivalent to one twelfth (1/12th) of the estimated annual taxes homeowner association dues and insurance premiums on the Property, such estimates to be made by Seller with said monthly deposits to be in addition to the payment called for in the First Lien Note.

Purchaser acknowledges that the Seller and certain charitable and governmental entities may provide additional financing to Purchaser for the purchase of the Property. As long as this additional financing (a) is non-interest bearing (b) is forgivable as specified below; and (c) requires no additional periodic payments or all such payments are abated as specified below, Purchaser agrees to execute and deliver one or more secondary promissory notes (the "Secondary Notes"), in the aggregate principal amount of not more than the Purchase Price LESS the amount of the First Lien Note shown in the preceding paragraph. All periodic payments due under the Secondary Notes, if any are required, will be abated and the principal balance of the Secondary Notes will be forgiven on the scheduled maturity date of such notes provided Purchaser is (a) not in default under the terms of the First Lien Note; and (b) has not transferred any legal or equitable interest in the Property without the prior consent of the holder of the First Lien Note and the Secondary Notes. Any Secondary Note payable to Seller shall have the same maturity date as the First Lien Note.

3.2 Each Note required by this contract shall be secured by (i) a deed of trust executed by Purchaser covering the Property (the "Deed of Trust"), and (ii) such other security instruments as Seller or each lender's legal counsel deem necessary.) Furthermore, a Shared Appreciation and Repurchase Agreement (the "Repurchase Agreement") shall be required by Seller.

3.3 The Note or Notes and such other security instruments deemed necessary by a lender or the lender's legal counsel shall be prepared by legal counsel for each lender, subject to the reasonable approval by legal counsel for Purchaser. The Deeds of Trust securing the First Lien Note or the Secondary Notes shall not permit any assumption of the Secondary Notes or the sale or transfer of any interest in the Property without a lender's prior written approval. The Secondary Notes shall provide that each such note may be prepaid at any time, in whole or in part, without notice or penalty, and interest shall cease accruing on any amount prepaid from the date of prepayment. Any such prepayment shall be applied first to any then accrued interest, if any, and then to principal under the Secondary Notes prepaid in inverse order of maturity. The Deeds of Trust securing a Secondary Note, shall secure all future advances to Purchaser and any and all loans made or to be made to Purchaser.

ARTICLE 4

Survey

4.1 Seller shall have a survey of the Improvements and Land prepared and delivered to Purchaser and the Title Company within fifteen (15) days after the Improvements are substantially completed. The cost of the survey shall be borne by Purchaser.

ARTICLE 5

Title Matters and Conveyancing Documents

5.1 Seller shall obtain from the Title Company and deliver to Purchaser a commitment for an Owner's Policy of Title Insurance in Purchaser's favor in the amount of the purchase price for the Property and reflecting the ownership of and encumbrances upon the Property (the "Commitment"). If the Commitment to be delivered to the Purchaser in accordance with this Contract reveals defects in title or other conditions which are unacceptable to Purchaser, Purchaser shall provide to Seller written notice of Purchaser's objection to such unacceptable matters within ten (10) days after Purchaser's receipt of the Commitment, and Seller shall in good faith attempt to satisfy the same and remove such objections within fifteen (15) days after receipt of Purchaser's notice, provided Seller shall not be required to incur any cost to do so. Any such items to which Purchaser does not so object shall be deemed to be approved by Purchaser. Notwithstanding the foregoing, all requirements set forth on Schedule C of the Commitment shall be deemed objectionable whether or not Purchaser gives Seller notice of any objections to same. In the event Seller is unable or unwilling to remove any unacceptable exceptions set forth on Schedule B of the Commitment within said 15 day period, Purchaser, at Purchaser's option, may either (i) terminate this Contract by delivering written notice to Seller within ten (10) days after the expiration of the foregoing 15-day cure period, or (ii) waive such objections and close this transaction. If Seller is unable or unwilling to cure period any matter set forth on Schedule C (other than release of liens which can be obtained with the net proceeds of the sale), Seller may notify Purchaser of such fact. In such event, Purchaser shall have ten (10) days thereafter to notify Seller that Purchaser elects to terminate this Contract. If Purchaser fails to notify Seller within such 10-day period, Purchaser shall be deemed to have elected to waive such objections and shall close this transaction subject to such objectionable matter.

5.2 Seller shall furnish Purchaser at Closing a Special Warranty Deed to the Property in form reasonably satisfactory to Purchaser and the Title Company. The Special Warranty Deed shall except to all matters of record in Travis County, Texas.

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Seller notifies Buyer under Section 5.012 Texas Property Code, that, as a purchaser of property in the residential community in which the Property is located, Buyer is obligated to be a member of an owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. Buyer is obligated to pay assessments to the owners' association. The amount of the assessments is subject to change. Buyer's failure to pay the assessments could result in a lien on and the foreclosure of the Property.

Buyer has received and approved (i) the restrictions which apply to the Property, (ii) the bylaws and rules of the owners' association for the Property, and (iii) a resale certificate

for the Property provided by the owners' association for the Property ("the Subdivision Information") OR

_____ Buyer does not require delivery of the Subdivision Information and **waives the right to receive the Subdivision Information.**

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X is restricted to certain income-eligible persons or to Seller.

_____ is not restricted to certain income-eligible persons or to Seller.

If sale of the Property by Buyer is restricted, Buyer acknowledges receipt and review of the document or documents restricting the sale of the Property by Buyer, and Buyer agrees to accept title to the Property subject to all such restrictions.

ARTICLE 6

Completion of Improvements

6.1 The Improvements shall be completed with due diligence in accordance with the plans and specifications, finish-out schedules and allowances described on **Exhibit "C"** attached hereto and made a part hereof for all purposes, and any other change orders hereafter agreed to by Seller and Purchaser in writing (the "Construction Documents").

6.2 If the Construction Documents permit selections by Purchaser, Purchaser's selections will conform to Seller's normal standards or will not, in Seller's judgment, adversely affect the marketability of the Property. Purchaser will make required selections within ten (10) days after receipt of written notice from Seller.

6.3 Seller estimates that it will commence construction of the Improvements on or before December 31st, 2013 (the "Estimated Commencement Date"). In the event that Seller has not secured a building permit and a commenced construction of the Improvements by such date, Purchaser may thereafter terminate this Contract by written notice to the other party hereto. In the event that after the Estimated Commencement Date, Seller secures a building permit and commences construction of the Improvements prior to Seller's receipt of written notice from Purchaser of termination of this Contract, all rights to terminate this Contract because the actual construction of the Improvements commenced after the Commencement Date shall be automatically terminated and void.

6.4 The Improvements shall be substantially completed in accordance with the Construction Documents and ready for occupancy as soon as practicable under the circumstances. Seller may substitute materials, equipment and appliances of equal quality for those specified in the Construction Documents.

ARTICLE 7

Representations and Warranties

7.1 Attached hereto as Exhibit "D" is the insulation information required under Federal Trade Commission Regulations.

7.2 Seller represents that as of the Closing there will be no liens, assessments, Uniform Commercial Code or other security interests against any of the Property which will not be satisfied out of the purchase price unless securing Purchaser's purchase money loan(s). If any representation in this Contract is untrue as of the Closing, this Contract may be terminated by Purchaser, as Purchaser's sole and exclusive remedy. Under no circumstances shall Seller be obligated to pay Purchaser for the labor performed on the Property or on behalf of Seller.

ARTICLE 8

Closing Date and Place; Closing Costs and Prorations

8.1 The transactions contemplated hereby shall be closed (the "Closing") on a date set by Seller. Seller shall give Purchaser thirty (30) days' notice of the Closing, and if Purchaser has not met the following conditions within said 30-day period, Seller, as Seller's sole remedies in such event, may either (i) terminate this Contract within ten (10) days from the expiration of the foregoing 30-day period, and in such event, neither party will have any further obligation to the other; or (ii) allow Purchaser additional time to meet such conditions:

- (a) Purchaser shall have performed 300 hours of unpaid labor on behalf of Seller. Such 300 hours shall include the Deposit.
- (b) Purchaser shall not be in default with respect to any monetary obligations owed to Seller (i.e. rent, utilities, damages to Seller's other property).
- (c) There shall have been no material adverse change in Purchaser's financial condition since the date hereof, as determined by Seller, in its sole and absolute discretion.
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Default

9.1 In the event Seller shall be in default hereunder, Purchaser not being in default, Purchaser may, as Purchaser's sole remedies, either (i) enforce specific performance of this Contract against Seller, or (ii) cancel this Contract. Under no circumstances, including the termination of this Contract by Purchaser because of Seller's default hereunder, shall Seller be obligated to pay Purchaser for the labor performed on the Property or otherwise on behalf of Seller.

9.2 In the event Purchaser shall default hereunder, Seller not being in default, Seller may, as Seller's sole remedy, terminate this Contract.

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Casualty or Condemnation Loss

10.1 If any fire or casualty loss occurs between the date hereof and Closing, Purchaser may elect to close and receive an assignment of any insurance proceeds or cancel this Contract. In the event of any condemnation, Purchaser may elect to close and receive an assignment of the condemnation award or cancel this Contract pursuant to this paragraph. If Purchaser elects to terminate this Contract pursuant to this paragraph, Seller shall be entitled to retain any insurance proceeds and any condemnation award.

ARTICLE 11

Attorney's Fees

11.1 Notwithstanding any provision herein to the contrary, in the event that either party brings suit for the breach of any covenant, condition or agreement contained herein, each party shall pay its own attorney's fees and expenses in connection therewith.

ARTICLE 12
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12.1 All notices, demands and requests or delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

To Seller At:

Austin Habitat for Humanity
310 Comal Street, Ste. 100
Austin, Texas 78702

with copy to:

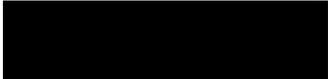
Don Hancock/John McGill
Hancock & McGill
6010 Balcones
Suite 100
Austin, Texas 78731

And To

Purchaser At:

Inocencia Flores


with copy to:

Daniel Nelson


or to such other addresses which either party may so designate by sending notice as aforesaid.

ARTICLE 13
Time is of Essence

13.1 The obligations and undertakings of the parties hereto shall be performed within the time specified therefore, time being of the essence, and failure to perform within such time shall constitute a default of this Contract on the part of the party who fails to perform.

ARTICLE 14
Binding Effect; Assignment

14.1 This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns. This writing and the exhibits hereto set forth the entire agreement between the parties, and no other statement, agreement or understanding, oral or written, will be recognized or enforced unless the same shall be in writing and signed by both parties subsequent to the date hereof.

14.2 It is specifically understood and agreed by Seller and Purchaser that Purchaser may not assign this Contract without the prior written consent of Seller.

ARTICLE 15
Other Provisions

15.1 Purchaser may, at Purchaser's option, waive any condition or contingency of this Contract and proceed to close despite the condition or contingency.

15.2 This Contract may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15.3 This Contract shall be governed by Texas law and all obligations hereunder are performable in Travis County, Texas.

15.4 Prior to Closing, Seller and Purchaser shall submit to each other and the Title Company such proof of authority and good standing as may be reasonably requested by Seller, Purchaser or the Title Company.

15.5 If the expiration of any time period set forth herein falls on a Saturday, Sunday or legal holiday, such time period shall be deemed to expire on the next day which is not a Saturday, Sunday or legal holiday.

ARTICLE 16
Commissions

16.1 Seller represents and warrants to Purchaser that Seller has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction, and that Seller has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Purchaser represents and warrants to Seller that Purchaser has not contacted or entered into any agreement with any real estate broker, agent, finder, or other party in connection with this transaction, and that Purchaser has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Each party hereby indemnifies and agrees to hold the other party harmless from any loss, liability, damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) resulting to the other party from a breach of the representation and warranty made by such party herein. Notwithstanding anything to the contrary contained herein, the indemnities set forth in this Section 1 shall survive the closing.

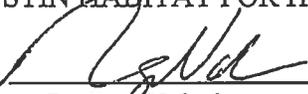
ARTICLE 17
Date of Contract

17.1 The date of this Contract shall be the date specified in Section 2.2 hereof. The offer implied by presentation of this Contract by Seller shall be accepted by Purchaser by delivering a fully executed copy of this Contract no later than 5:00 p.m., December 10, 2013, on failure of which such offer may be withdrawn at any time by Seller prior to such deposit.

IN WITNESS WHEREOF, this Contract has been duly executed and delivered as of the day and year first above written.

SELLER:

AUSTIN HABITAT FOR HUMANITY, a Texas non-profit corporation

By: 

Name: Ramon Valeriano

Title: Family Services Director

Date: 12/10/13

PURCHASERS:

Inocencia flores

Inocencia Flores

Date: 12/10/13

Date: _____

EXHIBIT "A"

Legal Description of Land:

Address: 6100 Sandshof Drive

LOT forty-one (41), BLK C SENDERO HILLS PHS 4 a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200700157, Official Public Records of Travis County, Texas.

EXHIBIT "B"

(Allocation of Purchase Price)

Land	\$ 1,000.00
Improvements	\$ 109,000.00
	<hr/>
Total	\$ 110,000.00

EXHIBIT "C"

(Plans, Specification and Allowances)

3 bedrooms / one and one-half baths

Ceiling fans in all bedrooms and living room

40 gallon gas water heater

18 c.f. refrigerator/freezer

Gas range, 30" with vent hood

Concrete Stained Flooring

Central heat and air conditioning

Slab foundation

Shingle Roof

Front porch and back or side porch or stoop or patio (per plans and options)

Accessibility entrance as per plans

Driveway to accommodate two cars

Partial perimeter (200 feet) fence and one personal gate

Landscape will include options selected by family and will include at least two shade trees and one ornamental tree, in accordance to water restrictions

Options as selected by the homeowner (see attached list)

EXHIBIT "D"

New Home Insulation Addendum

As required by Federal Trade Commission Regulations, the information relating to the insulation installed or to be installed in the home being purchased under the contract is as follows:

- A. Exterior walls of improved living areas insulated with blown-in cellulose insulation which yields an R-value of R-30, or greater
- B. Ceilings in improved living areas not applied to a slab foundation insulated with blown-in cellulose insulation which yields an R-value of R-30, or greater.
- C. Floors of improved living areas not applied to a slab foundation insulated with fiberglass

All stated R-values are based on information provided by the manufacture of the insulation.

ADMINISTRATIVE AGREEMENT

This Administrative Agreement, made and entered into as of June 27, 200⁶ (the "Agreement"), by and between Austin Habitat for Humanity, Inc., a Texas nonprofit corporation ("Habitat"), and Austin Neighborhood Alliance For Habitat, Inc. a Texas nonprofit corporation (the "Neighborhood Alliance");

WITNESSETH:

WHEREAS, Habitat and Neighborhood Alliance desire to enter into an agreement whereby Habitat will provide personnel and office facilities for the management of the administrative and business affairs of Neighborhood Alliance in accordance with the policies, practices and purposes established from time to time by the Board of Directors of Neighborhood Alliance;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration acknowledged by each party to be satisfactory and adequate, the parties hereby covenant and agree as follows:

Section 1. Obligations of Habitat. Habitat shall provide the personnel and office facilities necessary to carry out the following functions for Neighborhood Alliance:

- (a) Accomplish the purposes of Neighborhood Alliance in accordance with the instructions of Neighborhood Alliance's Board of Directors.
- (b) Report to Neighborhood Alliance's Board of Directors on a regular basis the status of the operations and administration of Neighborhood Alliance.
- (c) Maintain Neighborhood Alliance's financial and statistical records, reporting materials and procedures in accordance with customary standards and practices and applicable federal, state and local laws and regulations.
- (d) Submit, renew or supplement all local, state and federal applications, licenses, permits and forms necessary or appropriate for the conduct of Neighborhood Alliance's business.
- (e) Monitor and manage the accounts, books, and records of Neighborhood Alliance, including all checking and operating accounts.

- (f) Provide and maintain or arrange for the provision and maintenance of periodic financial statements for Neighborhood Alliance, along with all statistical records for Neighborhood Alliance that are reasonably determined to be necessary by Neighborhood Alliance.
- (g) Prepare all returns and reports required of Neighborhood Alliance by the Internal Revenue Service and provide all materials and information required by auditors of the Internal Revenue Service or by independent auditors of Neighborhood Alliance.
- (h) Provide such data processing and computer systems as are necessary for the efficient operation of Neighborhood Alliance.
- (i) Provide or arrange for the provision of such other services, including legal and accounting services, as are necessary for Neighborhood Alliance to comply with all applicable federal, state and local laws and regulations.
- (j) Provide such base and long distance telephone service, stationery, office supplies, photocopying and postage and delivery charges as the business of Neighborhood Alliance may reasonably require.
- (k) Unless and until advised otherwise by Neighborhood Alliance, include Neighborhood Alliance as a named insured in Habitat's liability insurance policy and the directors and officers of Neighborhood Alliance in Habitat's directors and officers liability insurance policy.

Section 2. Obligations of Neighborhood Alliance.

- (a) In consideration of the services to be provided by Habitat pursuant to this Agreement, Neighborhood Alliance shall reimburse Habitat for out-of-pocket expenses incurred by Habitat which are related to the business of Neighborhood Alliance.
- (b) No expenses that are outside of the regular and customary business of Neighborhood Alliance shall be incurred by Habitat on behalf of Neighborhood Alliance or be reimbursable to Habitat by Neighborhood Alliance unless such expenses are approved in advance by Neighborhood Alliance.
- (c) Examples of out-of-pocket expenses that are within the regular and customary business of Neighborhood Alliance include, but are not limited to, expenses relating to the allocable portion of the salaries and benefits of Habitat employees who are engaged in activities on behalf of Neighborhood Alliance, expenses relating to the services of independent accountants, attorneys, advisers and consultants that are related to the activities of Neighborhood Alliance and the cost of office space, office supplies, base and long distance telephone service, computer programs and software, photocopying, postage and delivery charges that may be incurred by Habitat in

connection with the business of Neighborhood Alliance or that is properly allocable to the business of Neighborhood Alliance.

- (d) The reimbursements called for under Section 2(a) may be in the form of either payments by Neighborhood Alliance to Habitat or agreed-upon allocations by Habitat to Neighborhood Alliance.
- (e) Each fiscal year during the term of this Agreement, Habitat shall submit for approval by Neighborhood Alliance's Board of Directors, a proposed budget documenting the estimated expenses to be charged to Neighborhood Alliance under this Agreement.
- (f) Payment by Neighborhood Alliance to Habitat for reimbursable expenses incurred under this Agreement shall be due within 30 days of receipt by Neighborhood Alliance of the invoice for such fees and expenses. All amounts due and unpaid for a period in excess of 30 days shall bear daily cumulative interest at the highest rate allowed by law. Such interest shall be considered a late payment charge and shall accumulate at the aforementioned rate until such amounts are paid in full.
- (g) The obligations of Neighborhood Alliance to Habitat under this Section 2 shall survive the term and/or termination of this Agreement.

Section 3. Mutual Covenants and Agreements.

- (a) Habitat personnel assigned to work on the management and administration of the affairs of Neighborhood Alliance pursuant to this Agreement shall remain at all times employees of Habitat, and as such shall be subject to all lawful employment policies, rules, and regulations as established from time to time by Habitat. In no circumstances shall such employees be construed to be employees of Neighborhood Alliance.
- (b) Neither party may assign this Agreement to any other person, firm or corporation without the express written consent of the other party. Unless otherwise set forth herein, this Agreement shall inure to the benefit of and be binding upon the assignees or successors in interest of the parties hereto.

Section 4. Term and Termination.

- (a) This Agreement shall be effective 6/27/, 200~~5~~⁶ and, subject to Section 4(b) hereof, shall remain in effect for a period of three (3) years. This Agreement shall continue in effect from year to year thereafter unless Habitat and Neighborhood Alliance terminate the Agreement by mutual agreement in writing, or either Habitat or Neighborhood Alliance terminates the Agreement by giving 30 days written notice of such termination to the other party.

- (b) At the option of the party not in breach or default, this Agreement shall terminate:
- (i) if Neighborhood Alliance shall fail to pay any amount due to Habitat hereunder, and such failure shall continue for a period of ninety (90) days from the due date;
 - (ii) if a party breaches any other material term, condition or undertaking contained herein and fails to cure such breach within 90 days of receipt of written notice of such breach, unless the event which causes such breach cannot be reasonably cured within such 90 day period, and the breaching party commences the cure within such period and thereafter prosecutes the cure with diligence and without significant interruption until the cure is complete; or
 - (iii) if a party is declared insolvent or bankrupt or makes an assignment for the benefit of creditors.
- (c) In the event this Agreement terminates pursuant to Section 4(b) hereof, the party in breach or default shall:
- (i) forthwith surrender to the other party all rights and privileges granted the party in breach or default hereunder and immediately cease its use of, and return to the other party, all property belonging to the other party, including, without limitation, equipment, programs, manuals, forms, brochures and similar materials;
 - (ii) immediately cease and discontinue the use of any trademarks, trade names, copyrights, trade secrets, service marks or designs of the other party; and
 - (iii) immediately cease to represent that Habitat is providing services to Neighborhood Alliance.

Section 5. Relationship of the Parties. No partnership or any other business combination between Habitat and Neighborhood Alliance is intended to be created by this Agreement. The relationship between Habitat and Neighborhood Alliance hereunder is solely that of independent contractors. Nothing contained in this Agreement shall be construed as establishing or constituting a partnership, agency or joint venture relationship between Habitat and Neighborhood Alliance.

Section 6. Business Alterations. Each party hereby agrees to notify the other party:

- (a) of any changes in business procedures, operations, or guidelines which may affect the other party or its employees; and

- (b) in advance of, if possible, and in all cases not later than 10 days after, any change in the party's business organization (a "Business Alteration"). Without limitation, the following changes are deemed Business Alterations:
- (i) a change in the assumed name, if any, of the party;
 - (ii) either the merger, consolidation or liquidation of the party or a sale or disposition of substantially all of the assets of the party, or a change in ownership of the party; or
 - (iii) the initiation of any action involving the party's bankruptcy, insolvency or inability to pay its debts as they become due, regardless of whether the party has changed its business organization.

Section 7. Notices. All notices required or permitted to be given herein shall be deemed given if in writing and delivered by confirmed telecopy, by hand-delivery or by deposit in United States first-class mail, and properly addressed as follows, which address may be changed pursuant to this Section 7:

- (a) If to Habitat:

Austin Habitat for Humanity, Inc.
310 Comal St., Ste 100
Austin, Texas 78702

- (b) If to Neighborhood Alliance:

Austin Neighborhood Alliance for Habitat, Inc.
310 Comal St., Ste 100
Austin, Texas 78702

Section 8. Time. Time is of the essence with respect to this Agreement.

Section 9. Entire Agreement; Amendment. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior understandings relating to the subject matter hereof. No amendment, modification or waiver of this Agreement or any term hereof may be effectuated except by an instrument in writing, duly signed and executed by the parties.

Section 10. Attorneys' Fees. In the event either party shall retain or engage an attorney or attorneys to collect or enforce or protect its interests with respect to this Agreement, the prevailing party shall be entitled to reimbursement from the other party for all reasonable and necessary costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees.

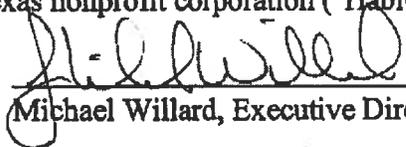
Section 11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 12. Legality of Agreement. Nothing contained herein shall require either party to take action contrary to law or to an order or regulation of any governmental authority or governmental body having apparent jurisdiction over the parties, or contrary to any permit or authorization granted to the parties.

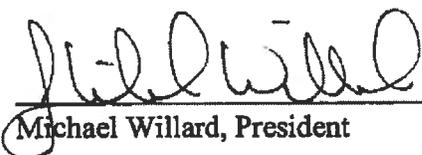
Section 13. Severability. If any covenant or other provision of this Agreement is invalid, illegal or incapable of being enforced, by reason of any rule, law or public policy, all other conditions and provisions of the Agreement shall remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed therein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Administrative Agreement in one or more counterparts (each of which shall constitute an original and all of which shall constitute the same instrument) as of the date and year first above written.

AUSTIN HABITAT FOR HUMANITY, INC.,
a Texas nonprofit corporation ("Habitat")

By: 
Michael Willard, Executive Director

AUSTIN NEIGHBORHOOD ALLIANCE FOR
HABITAT, INC., a Texas nonprofit corporation (the
"Neighborhood Alliance")

By: 
Michael Willard, President

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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.

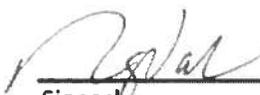
(4) Application requirements

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

Ramon G. Valeriano

printed name

5/3/13

date

