



Austin Housing Finance Corporation

P.O. Box 1088, Austin, TX 78767-1088

Application for Financing Qualified Multifamily Residential Rental Project

Please read the instructions before completing and submitting this application.

Section A Application Summary

1. Name, Address, telephone and fax numbers of Applicant

Diamond Forty-Two, LLC
5501a Balcones Drive, Suite 302
Austin, TX 78731
ph: 830-330-0762 or 713-882-3233

2. Name, address, telephone number, fax number and email address for Applicant's contact person

Megan Lasch 830-330-0762
Sally Gaskin 713-882-3233
5501a Balcones Drive, Suite 302
Austin, TX 78731

3. Amount of Tax-Exempt Bond Issuance Requested?

\$21,000,000

4. What type of bond financing is being requested for this development?

X	Private Activity Bonds		501(c)
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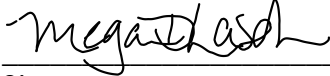
5. If Private Activity Bonds, which Priority Election?

	1		2	X	3
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6. Brief description of project

<p>150 Unit family development with 1,2 and 3 bedroom units, serving residents at 50%, 60% and 80% AMFI.</p> <p>On-site Amenities: It is anticipated that common area amenities will include a fully furnished clubhouse with warming kitchen, fitness center, business center, children's play area, community room, BBQ picnic area and an outdoor community area with a pool.</p> <p>Resident Services: Resident services at the property will be determined as dictated by resident needs and desires. The development team will work in concert with Accolade Property Management and local provider agencies to tailor onsite services that best fit Diamond Forty-Two's residential needs. Diamond Forty-Two will partner with several community and non-profit organizations to provide services and skills training to all residents. Resident supportive services might include: scholastic tutoring with Boys & Girls Club, annual health fair & health screen services, health and nutrition courses with Texas W.I.C. program and/or the Sustainable Food Center, financial planning assistance & credit counseling, seminars and counseling services, annual income tax preparation, job training & computer proficiency classes.</p>

The individual signing this Application represents that he or she read and understands the Austin Housing Finance Corporation Multifamily Residential Development Rules and Regulations, that the information contained in the Application form is correct and complete, that the Applicant agrees to the terms and conditions set out in the instructions, and that he or she is legally authorized to sign on behalf of the Applicant.



Signature

9-5-19

Date

Megan Lasch, President

Typed Name and Title

Section B Applicant Information

1. What is the legal form of the Applicant (please check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Business Corporation	<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	501(c)3 Corporation	<input checked="" type="checkbox"/>	Limited Liability Company

2. Is the Applicant a "to be formed" entity?

<input checked="" type="checkbox"/> Yes

3. Participants in the Application

Please attach an organizational chart identifying the Participants in the Application and identify it at "**Attachment A**". The purpose of this section is to identify and describe the organizations or persons that will own, control and benefit from the Application to be funded with AHFC assistance. The Applicant's ownership structure must be reported down to the level of the individual Principals (natural persons). Persons that will exercise control over a partnership, corporation, limited liability company, trust or any other private entity should be included in the organizational chart. Nonprofit entities, public housing authorities, housing finance corporations and individual board members must be included in this chart.

4. Has the Applicant, any of its officers or directors, or any person who owns a 10% or greater interest in the Applicant ever been found in violation of any rules or regulations of HUD or of any other federal or state agency or been the subject of an investigation by HUD or of any other federal or state agency? If yes, attached a full explanation.

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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5. Development Team Members

Please attach a list with the name, address, telephone number, fax number and email address of Applicant's professional development team members. This should include, but is not limited to, legal counsel, financial adviser, investment banker, mortgage banker, architect, general contractor, etc. This should be identified as "**Attachment B**".

7. Previous Experience

Please attach a summary of the Applicant's (or its principal's) development experience in terms of project types and dates, cost, locations and methods of financing. This should be identified as "**Attachment C**".

8. Financial Capacity

Please attach copies of the Applicant's most recent audited financial statements including balance sheet and profit and loss statements. This should be identified as "**Attachment D**".

Section C Development Information

1. Is this Application for (please check one)?

<input checked="" type="checkbox"/>	New Construction	<input type="checkbox"/>	Acquisition/Rehabilitation
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2. Describe the location of the project site, including the zip code and its street address (if available). This description will be used in the public hearing advertisement and must be complete enough to permit someone interested in the project to find the site.

5511-5519 Jackie Robinson Street, Austin, Tx 78721

3. Project Location

Please attach a (1) legal description of the site boundaries and (2) map showing the site and surrounding area. Mark on the map any schools, churches, public parks, shopping centers and other relevant services within a half-mile radius of the site. This information should be identified as "Attachment E".

4. If the proposed site is located in a Qualified Census Tract, please give the tract number.

21.10

5. If the Applicant owns the project site, please provide the:

Purchase date	N/A - contract attached as Attachment E
Purchase price	
Balance of existing mortgage	
Name of existing mortgage holder	

6. If the Applicant holds an option or contract to purchase the project site, attach a copy of the Agreement. This should be identified as "Attachment E".

7. Please indicate the total number of units in the development and the number of units that will be rent and income restricted.

Total number of units	<u>150</u>	Number of restricted units	<u>150</u>
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9. Please attach a financing proposal information package that includes at a minimum:

- A. Rent Schedule
- B. Utility Allowance Sheet

- C. Annual Operating Expense Schedule
- D. Development Cost Schedule (budget)
- E. Sources and Uses of Funds Schedule
- F. 30 year proforma
- G. Financing narrative detailing your development plan

This information package should be identified as "Attachment F".

10. Please check which of the following furnishings and equipment will be included in the individual apartment units:

<input checked="" type="checkbox"/>	Air conditioning	<input checked="" type="checkbox"/>	Range
<input checked="" type="checkbox"/>	Disposal		Carpet <u>(hard surface flooring only)</u>
<input checked="" type="checkbox"/>	Refrigerator	<input checked="" type="checkbox"/>	Dishwasher
	Fireplace		Cable TV <u>(property will be wired for cable)</u>
	Washer/Dryer <u>(w/d connections in ea unit)</u>		Other (describe)

10. Please check which of the following utilities development tenants will be required to pay for on an individual basis:

<input checked="" type="checkbox"/>	Electricity	<input checked="" type="checkbox"/>	Water and wastewater
	Gas		Garbage pickup
	Other (describe)		

11. Describe any additional facilities to be included in the project. For example: covered parking, laundry, community space in clubhouse, swimming pool, playground, etc.

Community clubhouse: will include a community center with warming kitchen, fitness center, resident program area for supportive services, activities, etc.
Swimming pool
Playground
Picnic tables
BBQ Grill

12. Describe any restrictions the Applicant intends to impose on project tenants, such as family size, pets, etc.

Family size: limited to 2 persons per bedroom
Pets: service pets only

13. Do you intend to set aside 5% of the units for occupancy by the elderly?

	Yes	<input checked="" type="checkbox"/>	No
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14. Do you intend to pay the Texas Department of Aging at closing a one-time fee equal to 0.10% of the total principal amount of the bond issue?

<input checked="" type="checkbox"/>	Yes		No
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15. Has construction or rehabilitation work on the project begun?

	Yes	<input checked="" type="checkbox"/>	No
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If yes, give the beginning and estimated completion date:

N/A

If no, give the anticipated beginning date and completion date:

Beg: July 2020 End: Dec 2021

16. Please give the total cost expended or incurred with respect the project up to the date of this application.

\$ 10,000

17. Please describe briefly the anticipated arrangements for the development management. Attach a resume for the proposed management company and estimate the monthly management fee to be paid. The management company resume should be identified as "Attachment G".

APPENDIX A

AUSTIN HOUSING FINANCE CORPORATION APPLICATION FOR BOND FINANCING OR TRANSFER

I, the undersigned duly authorized representative of Diamond Forty-Two, LLC (the "Applicant") of the proposed residential development described in the attached Application for Financing Qualified Multifamily Residential Rental Project, do hereby make application to Austin Housing Finance Corporation (the "Austin HFC") in accordance with the Austin HFC's Rules and Regulations regarding the Financing of Multifamily Rental Residential Developments, dated July 31, 2001 (the "Rules"). In connection therewith, I do hereby declare and represent as follows:

1. The applicant intends to own, construct or rehabilitate and operate a multifamily rental residential development (the "Development") to be located within the City of Austin, Texas, and desires that the Issuer issue obligations to provide financing for such residential developments in accordance with the Rules.
2. The Applicant has received a copy of the Rules, has reviewed the Rules and hereby agrees to comply with all terms and provisions of the Rules, except such provisions as may be expressly waived by the Board of Directors of the Austin HFC. Further Applicant agrees to comply with all terms and provisions of any rules finally approved by the Board prior to approval of an inducement resolution.
3. The Applicant has submitted herewith two completed copies of the Application. To the best of the Applicant's knowledge, the information contained therein is true and correct. Additionally, the Applicant has submitted herewith:
 - o If applying for a portion of the State Bond Cap, a \$5,000 check payable to the Texas Bond Review Board.
 - o A \$5,000 check payable to the Austin HFC to cover staff time for reviewing the application and to compensate Bond Counsel for preparing and filing the Texas Bond Review Board application.

If bonds are not issued, this application fee is non-refundable.

If bonds are issued, the applicant will be required to pay an advance against the Issuance Fee of 10% of the estimated Issuance Fee. This advance will be used to pay for any Third-Party Reports, staff time and other expenses incurred by the Corporation. The advance is payable by the Applicant to the Austin HFC before the public (TEFRA) hearing is scheduled. If bonds are not issued and the total cost of the Third-Party Reports, staff time and expenses is less than the advance, the Austin HFC will refund the difference to the Applicant.

4. the Applicant will (a) pay all Development costs which are not or cannot be paid or reimbursed from the proceeds of the bonds issued to provide funds to finance the Development and (b) at all times, indemnify and hold harmless the Austin HFC against all losses, costs, damages, expenses, and liabilities of whatever nature (including, but not limited to, attorney's fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or related to this Application, the Development, or the issuance, offering, sale, or delivery of the bonds or other evidences of indebtedness issued to provide funds to finance the Development, or the design, construction, rehabilitation, installation, operation, use, occupancy, maintenance, or ownership of the Development.

Based on the foregoing, the Applicant requests that the Board of Directors of the Austin Housing Finance Corporation grant preliminary approval of this Application for financing in accordance with the Rules.

WITNESS MY HAND ON 9-5-19



NAME OF APPLICANT

Megan Lasch

By:

President

Title:

Attachments:

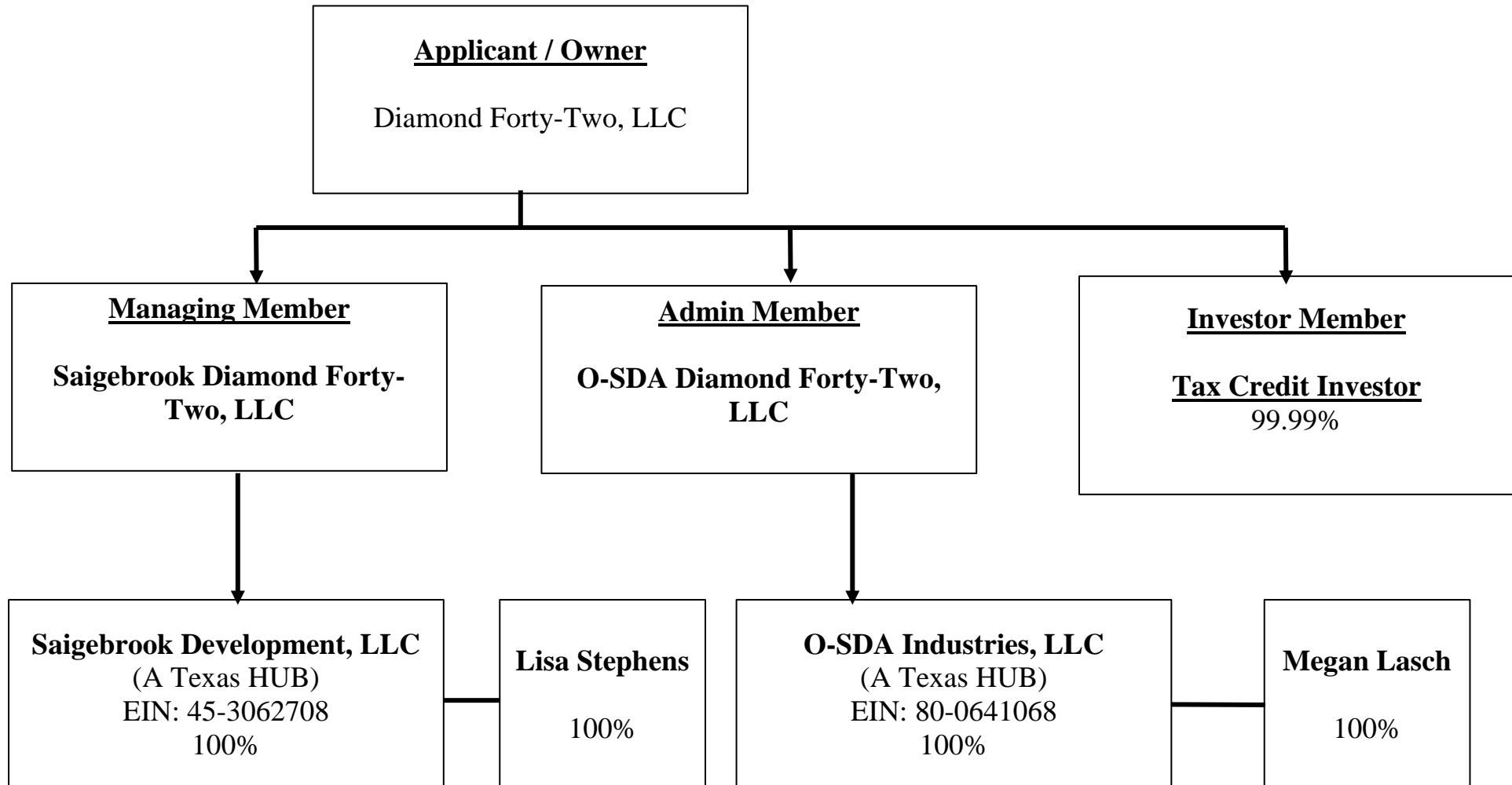
Attachment A	Organization Chart
Attachment B	Development Team Members
Attachment C	Previous Experience
Attachment D	Financial Capacity
Attachment E	Project Location <ul style="list-style-type: none"> A. Legal Description B. Map with schools, churches, parks, etc C. Purchase Contract
Attachment F	Financing Proposal Information <ul style="list-style-type: none"> A. Rent Schedule B. Utility Allowance Sheet C. Annual Operating Expense Schedule D. Development Cost Schedule (budget) E. Sources & Uses of Funds Schedule F. 30 yr Proforma G. Financing Narrative detailing development plan
Attachment G	Development Management <ul style="list-style-type: none"> A. Accolade Property Management Resume B. Estimated monthly management fee: 5%

Attachment A:

Organization Chart

**Diamond Forty-Two
ORGANIZATIONAL CHART**

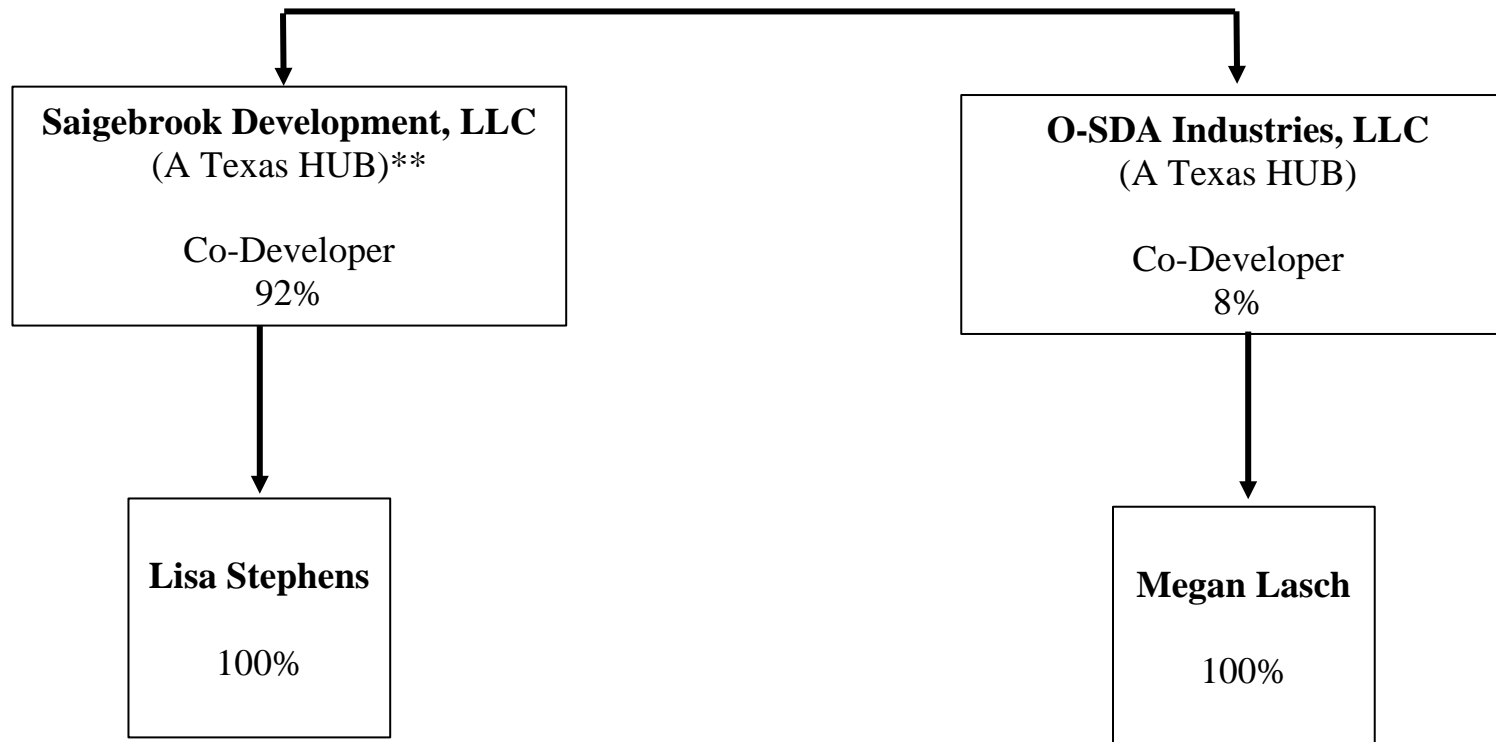
APPLICANT / OWNER



9/3/19

**Diamond Forty-Two
ORGANIZATIONAL CHART**

DEVELOPER

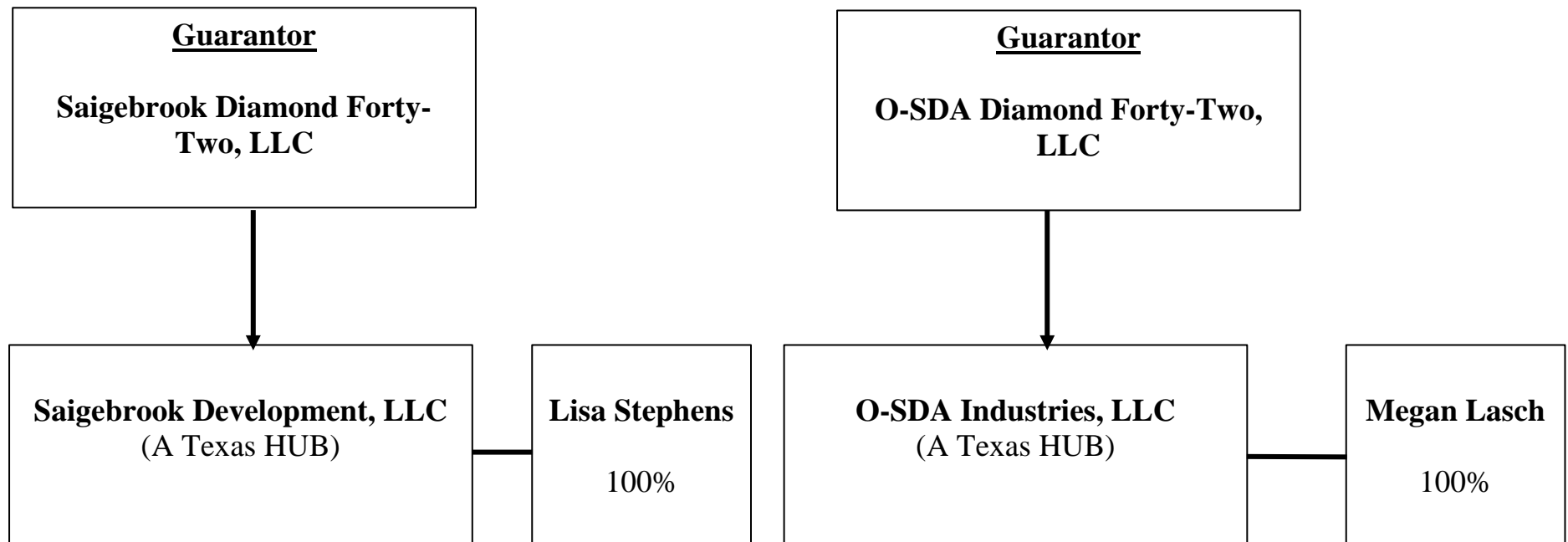


****HUB for purposes of application
points is Saigebrook Development, LLC**

9/3/19

**Diamond Forty-Two
ORGANIZATIONAL CHART**

GUARANTOR



9/3/19

Attachment B:

Development Team Members

Developer/Owners

Megan Lasch

Originally from Grove, Oklahoma, Ms. Lasch has twelve years of experience in the project management/consulting industry. Having received her Bachelor's degree in Biosystems Engineering from Oklahoma State University, Ms. Lasch began her career as an engineering consultant where she helped design a variety of public and private development projects. Ms. Lasch is the Owner and President of O-SDA Industries, LLC, a City of Austin MBE/WBE/Texas HUB certified real estate development firm. Ms. Lasch is based in Austin, Texas and additionally serves as the project manager/consultant for all affordable housing developments with Saigebrook Developments. Ms. Lasch helps to manage all aspects of the project life cycle from site identification, TDHCA application, to managing third party consultants throughout the design process and ultimately to project completion. Ms. Lasch served as the Board Chair for Skillpoint Alliance, a non-profit providing technology based workforce training, a member of the Real Estate Council of Austin and was a finalist in the 2018 & 2019 Austin Under 40 Awards.



Lisa Stephens



Lisa Stephens is the Owner and President of Saigebrook Development, LLC, a WBE/Texas HUB certified real estate development firm. She has more than 20 years of experience in developing, financing and operating affordable housing. Additionally, she has secured twenty allocations of 9% Housing Tax Credits in the last nine application cycles in Texas and has financed and closed approximately 5,000 units in the southeastern United States. Ms.

Stephens was named by Affordable Housing Finance magazine as one of twelve 2009 "Young Leaders," a prestigious award honoring individuals under the age of 40 who have been nominated by their peers and colleagues as the next generation of affordable housing and community development leaders. Ms. Stephens received her BA in Accounting and Finance from the University of Florida and is certified by the U.S. Green Building Council as a LEED Green Associate. She currently serves on the National Green Building Standards' Green Advisory Council.

Sally Gaskin

Sally Gaskin is the President of SGI Ventures, Inc., a developer and tax credit/private activity bond consultant, and received her degree in accounting and business administration from Aquinas College in Grand Rapids, MI. SGI Ventures, Inc. is a Texas HUB certified real estate development firm and is a former CPA and has been in the affordable housing industry since 1996. Ms. Gaskin is a founding board member and Past Board President of the Texas Affiliation of Affordable Housing Providers ("TAAHP") and has a keen interest in energy efficiency and green building. In 2008 SGI Ventures completed the development of CityView at the Park, a 72-unit affordable senior development located in Austin, TX. CityView was awarded a 4-Star Green Building rating by Austin Energy, one of the first affordable developments to earn that rating. In addition to CityView, Ms. Gaskin co-developed 7 other tax credit developments, with over 750 units.

Jeff Piatt

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

Abby Penner

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

Alice Cruz

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

Shutts & Bowen

Robert Cheng is a partner in the Miami Office of Shutts & Bowen LLP, where he is a member of the Real Estate Practice Group. Robert concentrates his practice in real estate development and finance with a fair amount in affordable housing. He's experienced in complex real estate transactions, including acquisition, development, construction and permanent loans. He frequently handles projects with multiple layers of debt financing from public and private sources and equity investments from low income housing tax credit syndicators.

Accountants

Tidwell Group

Tidwell Group was founded in 1997 and helps clients from project inception to completion. They provide expertise in tax, assurance and consulting services. And are known for several specialties, one of which is real estate and affordable housing.

Architects

Miller Slayton Architects

The firm was started in fall of 2004 when Paul Miller and Paul Slayton combined their creative talent and many years of experience to establish a well-respected, professional business servicing a wide array of clientele. With licenses in several southeastern states, LEED certification and a strong technical understanding of the science of construction, they are well qualified to solve the challenges of a diverse range of projects with innovative and cost-effective design. The majority of the firm's business is affordable housing throughout Texas. This development team has completed 36 projects with this architect and counting.

Engineers

TBD

General Contractor and Sub-Contractors

TBD after construction plans are more complete and able to be bid out.

Consultants

Sara Anderson

S.Anderson is State of Texas WBE Certified business. She is well known across the State of Texas for being a premier low-income housing tax credit consultant, whose staff helps with everything from applications to development to completion.

Property Management Team

Accolade Property Management, Inc.

Accolade specializes in the management of multifamily assets. The team of professionals at Accolade has produced superior results on all asset types. Whether a Class A+ in lease up or a Class C distressed asset, Accolade understands the dynamics of the marketplace and the factors that affect the correct positioning of an asset. Accolade embraces every asset individually and designs a business plan to maximize the value of the asset. The majority of Accolade's portfolio are affordable housing products.

Attachment C:

Previous Experience

	PROPERTY	TYPE , STYLE & TENANT MIX	UNIT TYPE	UNIT TYPE/ SIZE (SF)	FINANCING SOURCES	GREEN CERTIFICATION
Pre-Development						
	Canova Palms 1717 Irving Blvd Irving, Texas	New Construction Senior Affordable & Market Rate 30%. 50% & 60% AMI	41 - 1BR 17 - 2 BR Total: 58	1BR - 650 SF 2BR - 850 SF	LIHTC - 9% (TDHCA)	
Under Construction						
	Alton Plaza 202 Whaley Street Longview, TX 75607	New Construction Adaptive Reuse Family Affordable & Market Rate 30%. 50% & 60% AMI	6 - 0BR 16 - 1BR 26 - 2 BR Total: 48	0BR - 550 SF 1BR - 650 SF 2BR - 850 SF	LIHTC - 9% (TDHCA)	
	Aria Grand IH35 & Woodland Drive Austin, TX 78704	New Construction Podium Family Affordable & Market Rate 30%. 50% & 60% AMI	12 - 1 BR 30 - 2 BR 28 - 3 BR Total: 70	1BR - 693 SF 2BR - 873 SF 3BR - 1050 SF	LIHTC - 9% (TDHCA)	
	Edgewood Place 617 Clinic Drive Longview, TX 75605	New Construction Garden Style Family Affordable & Market Rate 30%. 50% & 60% AMI	18 - 1BR 36 - 2BR 20 - 3BR Total: 74	1BR - 700 SF 2BR - 855 SF 3BR - 1144 SF	LIHTC - 9% (TDHCA)	
	Elysium Grand 3300 Oak Creek Drive Austin, Texas	New Construction Podium Family Affordable & Market Rate 30%. 50% & 60% AMI	18 - 1 BR 53 - 2 BR 19 - 3 BR Total: 90	0BR - 500 SF 1BR - 700 SF 2BR - 855 SF 3BR - 1140 SF	LIHTC - 4% (TDHCA)	
	Mistletoe Station 1916 Mistletoe Blvd. Fort Worth, TX 76104	New Construction Garden Style & Podium Style Family Affordable & Market Rate 30%, 50% & 60% AMI	21 - 1 BR 67 - 2BR 22 - 3BR Total: 110	1 BR - 700 Sft 2 BR - 850 SF 3 BR - 1150 SF	LIHTC - 9% (TDHCA)	
DEVELOPMENTS COMPLETED						
	Kaia Pointe 104 Bettie Mae Way Georgetown TX 78633	New Construction Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI	28 - 1 BR 56 - 2 BR 18 - 3 BR Total: 102	1 BR - 705 SF 2 BR - 948 SF 3 BR - 1139 SF	LIHTC - 9% (TDHCA) \$13,530,000	
	Stillhouse Flats 2926 Cedar Knob Road Harker Heights, TX 76548	New Construction Garden Style & Townhomes Family Affordable & Market Rate 30%, 50% & 60% AMI	22 - 1 BR 50 - 2 BR 24 - 3 BR Total: 96	1 BR - 737/762 SF 2 BR - 93/958 SF 3 BR - 1159 SF	LIHTC - 9% (TDHCA) \$14,180,000 Local Government Contribution	NGBS
	LaMadrid Apartments 11320 Manchaca Road Austin, TX 78748	New Construction Garden Style & Townhomes Family Affordable & Market Rate 30%, 50% & 60% AMI	18 - 1 BR 53 - 2 BR 24 - 3 BR Total: 95	1 BR - 750 SF 2 BR - 950 SF 3 BR - 1150 SF	LIHTC - 9% (TDHCA) \$13,380,000 City of Austin RHDA	NGBS GOLD
	Barron's Branch 817 Colcord Ave Waco, TX 76707	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	30- 1 BR 86 - 2 BR 48 - 3 BR 4 - 4 BR Total: 168	1 BR - 750 SF 2 BR - 975 SF 3 BR - 1175 SF 4 BR - 1298 SF	LIHTC - 9% (TDHCA) \$20,331,756	NGBS Silver
	Art at Bratton's Edge 15405 Long Vista Dr Austin, TX 78727	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	16 - 1 BR 46 - 2 BR 16 - 3 BR Total: 78	1 BR - 750 SF 2 BR - 975 SF 3 BR - 1175SF	LIHTC - 9% (TDHCA)	NGBS Bronze

	PROPERTY	TYPE , STYLE & TENANT MIX	UNIT TYPE	UNIT TYPE/ SIZE (SF)	FINANCING SOURCES	GREEN CERTIFICATION
	Liberty Pass 17321 Lookout Road Selma, TX 78154	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	12 - 1 BR 62 - 2 BR 26 - 3 BR 4 - 4 BR Total: 104	1 BR - 750 SF 2 BR - 975 SF 3 BR - 1175SF 4 BR - 1298 SF	LIHTC - 9% (TDHCA)	NGBS Silver
	Summit Parque 12777 Merit Drive Dallas, TX 75251	New Construction Mid-Rise Family Affordable and Market Rate 30%, 50%, 60% AMI	31 - 1 BR 49 - 2 BR 20 - 3 BR Total: 100	1 BR - 750 SF 2 BR - 950 SF 3 BR - 1150 SF	LIHTC - 9% (TDHCA) \$14,870,000	NGBS Silver
	Tupelo Vue 525 Avenue G NW Winter Haven, FL 33881	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	16- 1 BR 38 - 2 BR 16 - 3 BR 4 - 4 BR Total: 70	1 BR - 651 SF 2 BR - 938/985 SF 3 BR - 1115 SF	LIHTC - 9% (FHFC) \$12,200,380	NGBS Bronze
	Saige Meadows 13488 Hwy 69N Tyler, TX 75706	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	Flats: 22 - 1 BR 44 - 2 BR 4 - 3 BR Townhomes: 6 - 2 BR 16 - 3 BR Total: 92	1 BR - 706/760 SF 2 BR - 919 SF 2 BR TH - 1156 SF 3 BR - 1085 SF 3 BR TH - 1440 SF	LIHTC - 9% (TDHCA) \$11,870,348	NGBS Bronze
	La Ventana 2109 Texas 351 Abilene, TX 79601	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	16 - 1BR 36 - 2 BR 28 - 3 BR 4 - 4 BR Total: 84	1 BR - 849 SF 2 BR - 1102 SF 3 BR - 1303 SF 4 BR - 1561 SF	LIHTC - 9% (TDHCA) \$6,462,643	N/A
	Amberwood Place 411 W Hawkins Pkwy Longview, TX 75604	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	12 - 1 BR 32 - 2 BR 32 - 3 BR 2 - 4 BR Total Unit 78	1 BR - 849 SF 2 BR - 1102 SF 3 BR - 1303 SF 4 BR - 1561 SF	LIHTC - 9% (TDHCA) \$8,740,526	N/A
	Tylor Grand 3702 Rolling Green Dr. Abilene, TX 79606	New Construction Garden Style Family Affordable 30%, 50%, 60% AMI	32 - 1 BR 64 - 2 BR 20 - 3 BR 4 - 4 BR Total Unit 120	1 BR - 849 SF 2 BR - 1102 SF 3 BR - 1303 SF 4 BR - 1561 SF	LIHTC - 9% (TDHCA) \$13,914,133	N/A
DEVELOPMENTS COMPLETED						
	The Roxton 307 N. Loop 288 Denton, TX 76209	Rehab Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI	16 - 1 BR 86 - 2 BR 24 - 3 BR Total: 126	1 BR - 613 SF 2 BR - 803 SF 3 BR - 1004 SF	LIHTC - 9% (TDHCA) \$14,500,717	NGBS Emerald
	Pinnacle at North Chase 3851 N. Broadway Avenue Tyler, TX 75702	New Construction Garden Style Family Affordable 30%, 50% & 60% AMI	32 -1 BR 64 - 2 BR 20 - 3 BR 4 - 4 BR Total: 120	1 BR - 883 SF 2 BR - 1188 SF 3 BR - 1314 SF 4 BR - 1552 SF	LIHTC - 9% (TDHCA) \$12,596,114	N/A
	Villages at Tarpon Walton Village Lemon Village Pine Village North Ring Village	Rehabilitation Garden Style Elderly	26 - 0 BR 69 - 1 BR Total = 95	0 BR - 396/435 SF 1 BR - 544/560/580 SF	LIHTC - 9% (FHFC)	N/A

Attachment D:

Financial Capacity

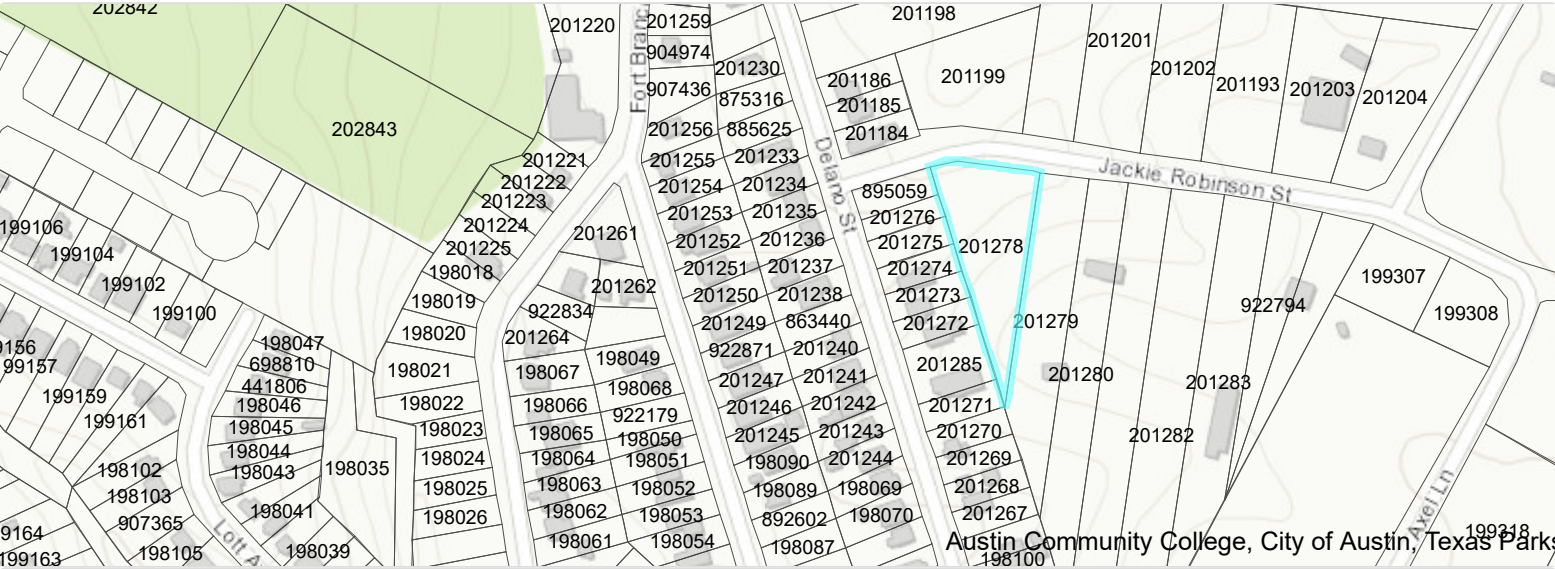
Please refer to Financial Capacity provided for Megan Lasch during the 2019 Application Cycle.

Attachment E:

Project Location

- A. Legal Description
- B. Site Map
- C. Purchase Contract

Property Identification #: 201278	Property Information: 2019	Owner Identification #: 184739
Geo ID: 0210210614 Situs Address: Property Type: Real State Code: E1	Legal: ABS 22 SUR 29 TANNEHILL J C Description: ACR 1.020 * TRT 20 UNRECORDED Abstract: A0022 Neighborhood: CORE Appraised Value: \$262,500.00 Jurisdictions: 03, 0A, 2J, 01, 68, 02	Name: MOSELEY WILLIAM D Exemptions: DBA: Null



Travis CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Travis County Appraisal District expressly disclaims any and all liability in connection herewith.

The map displays a residential neighborhood with numerous property lots, each labeled with its address. The lots are arranged in a grid-like pattern, with streets running horizontally and vertically. The highlighted lot, 201280, is located in the center-right portion of the map. The surrounding areas include lots with addresses ranging from 199102 to 199327, 201184 to 201283, and 202843. The map also shows the location of Austin Community College and the City of Austin, Texas Parks.

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[illegible]

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Property Profile



Legend

Jurisdiction

- FULL PURPOSE
- LIMITED PURPOSE
- EXTRATERRITORIAL JURISDICTION
- 2 MILE ETJ AGRICULTURAL AGR
- OTHER CITY LIMITS
- OTHER CITIES ETJ

Lot Line

Greater Austin Fully Developed

- COA Fully Developed 25-Year
- COA Fully Developed 100-Year
- COA Master Plan 25-Year
- COA Master Plan 100-Year
- 100-Year (Detailed-AE)
- 100-Year (Shallow-AO,AH)
- 100-Year (Approx-A)

Greater Austin FEMA Floodpl

- 100 Year (Detailed-AE)
- 100 year (Shallow-AO)
- 100 Year (Approx-A)
- X Protected by Levee
- 500 Year

Capital Metro Bus Stops

Zoning Text

1:4,800



0.2 0 0.08 0.2 Miles

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Notes

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TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

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1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Mr. William D Mosely

Address: 5517 Jackie Robinson Street, Austin, TX 78721

Phone: 512-743-7885 E-mail: jkunzinger@kw.com

Fax: _____ Other: _____

Buyer: Saigebrook Development, LLC and/or assigns

5501-A Balcones Dr #302 Austin, Texas 78731

Address: _____

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

Fax: _____ Other: lisa@saigebrook.com

2. **PROPERTY:**

- A. "Property" means that real property situated in Travis County, Texas at 5511, 5515, 5517 & 5519 Jackie Robinson Street, Austin, TX 78721 (address) and that is legally described on the attached Exhibit A _____ or as follows:

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

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

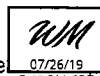
(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

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

3. **SALES PRICE:**

- A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing	\$ <u>30,000</u>
(2) Sum of all financing described in Paragraph 4	\$ <u>2,670,000</u>
(3) Sales price (sum of 3A(1) and 3A(2))	\$ <u>2,700,000</u>



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B. Adjustment to Sales Price: (Check (1) or (2) only.)

☒ (1) The sales price will not be adjusted based on a survey.

☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ _____ per:

☐ (i) square foot of ☐ total area ☐ net area.

☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

☐ (i) public roadways;

☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and

☐ (iii) _____

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

☐ A. ~~Third Party Financing:~~ One or more third party loans in the total amount of \$ _____ This contract:

☐ (1) is ~~not~~ contingent upon Buyer obtaining third party financing.

☐ (2) is ~~contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).~~

☐ B. ~~Assumption:~~ In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.

☐ C. ~~Seller Financing:~~ The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

A. Not later than ² days after the effective date, Buyer must deposit \$ 15,000.00 as earnest money with Capstone Title, Billy E. Mullins, Esq, Escrow Officer (title company) at 901 MoPac Expressway, Building II, Ste 150 (address) Austin, TX 78746 (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money. See Addendum to Commercial Contract - Unimproved Property

B. ~~Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:~~

☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or

☐ (ii) _____
~~Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.~~

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~~G. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.~~

6. TITLE POLICY AND SURVEY: See Addendum to Commercial Contract - Unimproved Property

A. Title Policy:

~~(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:~~

- ~~(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.~~

~~(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:~~

☐

~~(a) will not be amended or deleted from the title policy.~~

☐

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

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

B. Survey: Within _____ days after the effective date:

☐

~~(1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.~~

☐

~~(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.~~

☐

~~(3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller _____ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.~~

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

~~(1) Within _____ days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies,~~

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~~Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.~~

~~(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.~~

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

7. PROPERTY CONDITION:

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

B. Feasibility Period: Buyer may terminate this contract for any reason within 120 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

☒ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 1,000.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

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

C. Inspections, Studies, or Assessments:

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

(2) Buyer must:

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

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- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 14 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*
- ☐ (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
 - ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - ☐ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
 - ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
 - ☐ (e) plats of the Property;
 - ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
 - ☒ (g) Copies of all documents in the sellers possession

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*
- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
 - ☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
 - ☐ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

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

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

8. LEASES:

- A. ~~Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:~~
- ~~(1) any failure by Seller to comply with Seller's obligations under the leases;~~
 - ~~(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;~~
 - ~~(3) any advance sums paid by a tenant under any lease;~~
 - ~~(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and~~

(TAR-1802) 1-1-16

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~~(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.~~

~~B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.~~

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Jean D. Grubb

Keller Williams Realty, KW Commercial

Agent: Jeremy E. Kunzinger

Address: Keller Williams Realty & KW Comm
1801 S Mopac Suite 100 Austin, TX 78746

Phone & Fax: 512-7437885

E-mail: jkunzinger@kw.com

License No.: 0665416

Cooperating Broker: Sally A. Gaskin

Agent: _____

Address: 206 E. Live Oak Street, #D
Austin, TX 78704

Phone & Fax: 713-882-3233

E-mail: Sally@SGIVentures.net

License No.: 0353183

Principal Broker: (Check only one box.)

☒ represents Seller only.

☐ represents Buyer only.

☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

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

(Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

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

Principal Broker a total cash fee of:

☒ _____ % of the sales price.

☒ separate agreement

Cooperating Broker a total cash fee of:

☒ _____ % of the sales price.

☒ separate agreement

The cash fees will be paid in Travis County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

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

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

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10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

- (1) ☐ _____ days after the expiration of the feasibility period.
☒ June 30, 2020 (specific date).
☒ See Addendum to Commercial Contract - Unimproved Property

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

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

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

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

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

- (1) tax statements showing no delinquent taxes on the Property;
(2) an assignment of all leases to or on the Property;
(3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
(4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
(5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
(6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) sign and send to each tenant in a lease for any part of the Property a written statement that:
(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
(b) specifies the exact dollar amount of the security deposit;
(4) sign an assumption of all leases then in effect; and
(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

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12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*
See Addendum to Commercial Contract - Unimproved Property

13. SALES EXPENSES:

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

14. PRORATIONS:

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

(TAR-1802) 1-1-16

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15. DEFAULT:

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

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

- ~~B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:~~

- ~~(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or~~
~~(2) extend the time for performance up to 15 days and the closing will be extended as necessary.~~

- ~~C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:~~

- ~~(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or~~
~~(2) enforce specific performance, or seek such other relief as may be provided by law, or both.~~

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

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

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

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

(TAR-1802) 1-1-16

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- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

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

- ☐ A. ~~Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).~~
- ☐ B. ~~Except as otherwise provided in this contract, Seller is not aware of:~~
- ~~(1) any subsurface structures, pits, waste, springs, or improvements;~~
 - ~~(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;~~
 - ~~(3) any environmental hazards or conditions that materially affect the Property;~~
 - ~~(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;~~
 - ~~(5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;~~
 - ~~(6) any wetlands, as defined by federal or state law or regulation, on the Property;~~
 - ~~(7) any threatened or endangered species or their habitat on the Property;~~
 - ~~(8) any present or past infestation of wood-destroying insects in the Property's improvements;~~
 - ~~(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;~~
 - ~~(10) any condition on the Property that violates any law or ordinance.~~

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

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

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

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

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas.

(TAR-1802) 1-1-16

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Commercial Contract - Unimproved Property concerning 6.149 ac 5517 Jackie Robinson Street, Austin, TX 78721

If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- ☒ (1) Property Description Exhibit identified in Paragraph 2;
☐ (2) Commercial Contract Financing Addendum (TAR-1931);
☐ (3) Commercial Property Condition Statement (TAR-1408);
☐ (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (6) Addendum for Coastal Area Property (TAR-1915);
☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
☒ (8) Information About Brokerage Services (TAR-2501); and
☒ (9) Addendum to Commercial Contract - Unimproved Property

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

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

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

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

25. **ADDITIONAL NOTICES:**

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The property is described in Paragraph 2 of this contract.

(TAR-1802) 1-1-16

Initialed for Identification by Seller

and Buyer

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Commercial Contract - Unimproved Property concerning 6.149 ac 5517 Jackie Robinson Street, Austin, TX 78721

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- 26. CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

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

Seller: William Moseley

Buyer: Saigebrook Development, LLC

By: _____
By (signature) William Moseley
Printed Name: William Moseley
Title: Owner

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By: _____
By (signature) Lisa Stephens
Printed Name: Lisa Stephens
Title: President

DocuSigned by:

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

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

Commercial Contract -Unimproved Property concerning 6.149 ac 5517 Jackie Robinson Street, Austin, TX 78721

AGREEMENT BETWEEN BROKERS

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

Principal Broker agrees to pay Sally Gaskin, SGI Ventures, Inc. (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

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

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

Principal Broker: _____

Cooperating Broker: _____

By: _____

By: _____

ATTORNEYS

Seller's attorney: Doug Booth, Bill Brown
Sneed, Vine & Perry, P. C.

Address: _____

Phone & Fax: (512) 476-6955 main line

E-mail: bbrown@sneedvine.com, dbooth@sneedvine.com

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

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

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

Address: 200 South Biscayne Boulevard, Suite 4100,
Miami, FL 33131

Phone & Fax: _____

E-mail: RCheng@shutts.com

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

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

ESCROW RECEIPT

The title company acknowledges receipt of

☒ A. the contract on this day 7/29/19 (effective date);
☒ B. earnest money in the amount of \$ 15,000 in the form of Wire
on 7/30/19

Title company: Capstone Title

Address: 901 S. Mopac Expwy Bldg 11, Ste 150
Austin, TX 78746

By: [Signature]

Phone & Fax: 512-276-4755 / 512-351-2464

Assigned file number (GF#): 20190689

E-mail: billym@capstonetitletx.com
belinda.z@capstonetitletx.com

EXHIBIT A : LEGAL DESCRIPTION – Jackie Robinson 6.149 AC

Address: JACKIE ROBINSON ST

1 NATP Native Pasture 1.4700 64033.20

Account

Property ID: 201282 Legal Description: ABS 22 SUR 29 TANNEHILL J C ACR 1.47 *TRT 16 (1-D-1)
Geographic ID: 0210210618 Zoning: SF3

Address: 5519 JACKIE ROBINSON ST

1 NATP Native Pasture 1.4400 62726.40

Account

Property ID: 201281 Legal Description: ABS 22 SUR 29 TANNEHILL J C ACR 1.44 *TRT 17 (1-D-1)
Geographic ID: 0210210617 Zoning: SF3

Address: 5517 JACKIE ROBINSON ST

1 LAND Land 1.1600 50529.60

Improvement #1: 1 FAM DWELLING State Code: E1

Account

Property ID: 201280 Legal Description: TRT 18 MOSELEY BROTHERS SUBD
Geographic ID: 0210210616 Zoning: SF3

Address: 5515 JACKIE ROBINSON ST

1 NATP Native Pasture 1.0390 45258.84

Account

Property ID: 201279 Legal Description: ABS 22 SUR 29 TANNEHILL J C ACR 1.039 *TRT 19
UNRECORDED (1-D-1)
Geographic ID: 0210210615 Zoning: SF3

Address: 5511 JACKIE ROBINSON ST

1 NATP Native Pasture 1.0200 44431.20

Account

Property ID: 201278 Legal Description: ABS 22 SUR 29 TANNEHILL J C ACR 1.020 * TRT 20
UNRECORDED (1-D-1)
Geographic ID: 0210210614 Zoning: SF3

**SPECIAL PROVISIONS ADDENDUM TO COMMERCIAL CONTRACT -
UNIMPROVED PROPERTY**

THIS ADDENDUM TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY (this "Addendum") is by and between **WILLIAM MOSELEY** ("Seller"), whose address is 5517 Jackie Robinson Road, Austin, Texas 78721, and **SAIGEBROOK DEVELOPMENT, LLC**, a Florida limited liability company, its successors and/or assigns ("Buyer"), whose office address is 5501-A Balcones Drive, #302, Austin, Texas 78731. The effective date of this Addendum shall be the date that this Addendum is fully executed by Seller and Buyer (the "Effective Date").

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

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

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

1. The Property which is the subject of this contract is more particularly described as follows:

Tract 1:

Being 1.020 acres of land, more or less, out of the J.C. TANNEHILL LEAGUE NO. 29, in Travis County, Texas, also known as Lot 20, of Oak Hill Acres, an unrecorded subdivision in Travis County, Texas and being Tract III in that Warranty Deed with Vendor's Lien recorded in Volume 9326, Page 893 and corrected by Volume 9578, Page 281, Real Property Records of Travis County, Texas. Said 1.020 acre tract being more particularly described by metes and bounds as set out in Exhibit "A", attached hereto and made a part hereof and being commonly known as 5511 Jackie Robinson Street, Austin, Texas 78721

Tract 2:

Being 1.039 acres of land, more or less, out of the J.C. TANNEHILL LEAGUE NO. 29, in Travis County, Texas, also known as Lot 19, of Oak Hill Acres, an unrecorded subdivision in Travis County, Texas and being Tract II in that Warranty Deed with Vendor's Lien recorded in Volume 9326, Page 893 and corrected by Volume 9578, Page 281, Real Property Records of Travis County, Texas. Said 1.039 acre tract being more particularly described by metes and bounds as set out in Exhibit "B", attached hereto and made a part hereof and being commonly known as 5515 Jackie Robinson Street, Austin, Texas 78721

Tract 3:

Tract 18, MOSELEY BROTHERS SUBDIVISION, according to the map or plat thereof, recorded in Document No. 200000018, Official Public Records, Travis County, Texas, and being commonly known as 5517 Jackie Robinson Street, Austin, Texas 78721

Tract 4:

Being 1.443 acres of land, more or less, out of the J.C. TANNEHILL LEAGUE NO. 29, in Travis County, Texas, also known as Lot 17, of Oak Hill Acres, an unrecorded subdivision in Travis County, Texas and being Tract I in that Warranty Deed with Vendor's Lien recorded in Volume 9326, Page 893 and corrected by Volume 9578, Page 281, Real Property Records of Travis County, Texas. Said 1.443 acre tract being more particularly described by metes and bounds as set out in Exhibit "C", attached hereto and made a part hereof, and being commonly known as 5519 Jackie Robinson Street, Austin, Texas 78721

Tract 5:

Being 1.47 acres of land, more or less, out of the J.C. TANNEHILL LEAGUE NO. 29, in Travis County, Texas, also known as Lot 16, of Oak Hill Acres, an unrecorded subdivision in Travis County, Texas and same tract conveyed to William D. Moseley by Warranty Deed with Vendor's Lien recorded in Volume 12989, Page 2120, Real Property Records of Travis County, Texas. Said 1.47 acre tract being more particularly described by metes and bounds as set out in Exhibit "D", attached hereto and made a part hereof.

2. Title Commitment. Notwithstanding anything contained in paragraph 6 of the Contract, the following provisions shall govern and control Buyer's review of and objection to title to the Property:

(a) Within thirty (30) days after the Effective Date, Buyer shall obtain a commitment for title insurance issued by an underwriter of Title Company (the "Title Commitment") and legible copies of all documents affecting title to the Property described in the Title Commitment which are recorded in the Official Public Records of Travis County, Texas (the "Title Documents")

(b) Within forty five (45) days after the Effective Date, Buyer shall obtain, at Buyer's sole cost and expense, a survey of the Property (the "Survey").

(c) Buyer shall, no later than ten (10) days after receipt of the last of the Title Commitment, Title Documents and Survey, notify Seller in writing specifying any objections to matters shown on the Title Commitment, or the Survey (the "Title Objections"). Any matters on the Title Commitment or the Survey that Buyer does not timely object to, and which are not items set forth in Sections 2(d)(ii)-(iv) below, shall be deemed "Permitted Exceptions." If Buyer notifies Seller of any title objections, Seller has ten (10) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the title objections before closing, Buyer may, within five (5) days after the deadline for

the giving of Seller's Cure Notice, notify Seller that this Contract is terminated, in which case the Earnest Money, less the independent consideration provided for in paragraph 7.B.(1) of the Contract, (the "Independent Consideration") shall be refunded to Buyer. If Buyer does not terminate this Contract as provided in this paragraph, then at or before Closing Seller must cure the Title Objections that Seller has agreed to cure and Buyer shall be deemed to have waived any remaining Title Objections.

(d) Notwithstanding anything in Section 2(c) above, at or prior to Closing, Seller shall cause to be cured, remedied, or released (i) any and all Title Objections which Seller has elected, or is deemed to have elected, to cure pursuant to Section 1(c) hereof, (ii) any mortgages, deeds of trust or judgment liens, (iii) construction liens and other liens (other than the lien of real estate taxes and assessments not yet due and payable) concerning the Property provided for by statute, code or ordinance, or created by express grant in writing by Seller, and (iv) any and all encumbrances and/or exceptions concerning the Property created by, under or through Seller after the Effective Date.

(e) From time to time prior to Closing, Buyer may cause, at its sole expense, the Title Commitment and/or the Survey to be updated (the "Title Update") and a copy of the Title Update shall be delivered to Seller. If within ten (10) days following receipt of same Buyer objects in writing to any matters shown on the Title Update that were not shown on previous versions of the Title Commitment or the Survey, such matters shall be deemed Title Objections and the provisions of Section 2(c) above regarding Buyer's rights to object and Seller's obligation to respond shall apply to those matters.

(f) At closing, Buyer shall pay for an Owner's Policy of Title Insurance to be issued by an underwriter of Title Company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to the Permitted Exceptions.

3. Earnest Money; Inspections.

(a) Within two (2) business days following the Effective Date, Buyer shall deposit as an earnest money deposit, the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) (the "Initial Deposit") with the Title Company (the "Escrow Agent"). Buyer shall make an additional deposit payable to Escrow Agent in the amount of Fifteen Thousand and No/100 Dollars (\$15,000.00) (the "Second Deposit") within two (2) business days following the expiration of the Feasibility Period. The Initial Deposit and the Second Deposit are collectively referred to herein as the "Escrow Deposit." If Buyer fails to terminate the Contract and this Addendum prior to the expiration of the Feasibility Period, the Escrow Deposit, to the extent paid, shall be non-refundable to Buyer (except as otherwise expressly provided for in the Contract and this Addendum) and credited to the Purchase Price at Closing (as hereinafter defined), unless a party is in default under the Contract or this Addendum, in which case the Escrow Deposit, less the \$1,000.00 Independent Consideration, together with any interest accrued thereon, if any, shall be disbursed by Escrow Agent to the appropriate party in accordance with the applicable provisions of the Contract and this Addendum.

(i) If the Contract has not been terminated by Buyer in accordance with the terms hereof by 5:00 p.m. Central Time on the last day of the Feasibility Period,

\$5,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation;

(ii) If the Contract has not been terminated in accordance with the terms hereof by 5:00 p.m. Central Time on December 31, 2019, \$5,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of \$10,000.00, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation;

(iii) If the Contract has not been terminated in accordance with the terms hereof by 5:00 p.m. Central Time on January 31, 2020, \$10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of \$20,000.00, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation; and

(iv) If the Contract has not been terminated in accordance with the terms hereof by 5:00 p.m. Central Time on February 29, 2020, \$10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of \$30,000.00, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation.

(b) At all times during the Feasibility Period and thereafter for so long as the Agreement has not been terminated, Buyer and its contractors, consultants, employees and agents (collectively, the "Buyer Representatives") shall have the right to enter upon the Property to conduct such tests, studies and analyses including, without limitation, soil, environmental and hazardous materials (including asbestos) tests and studies which Buyer determines to be necessary, proper or desirable. As a condition precedent to Buyer's first entry onto the Property, Buyer shall deliver to Seller a certificate of insurance certifying that Buyer and Buyer's Representatives are maintaining a policy of commercial general liability insurance that provides bodily injury and property damage coverage, with a combined single limit of not less than \$1,000,000 per occurrence, which policy shall name Seller as an additional insured. Buyer shall: (i) to the extent required by law as to any particular inspection, engage licensed inspectors and/or assessors; (ii) notify Seller, in advance, of when the inspectors or assessors will be on the Property; (iii) abide by any reasonable entry rules or requirements that Seller may require; (iv) not unreasonably interfere with existing occupants use and enjoyment of the Property; and (v) restore the Property to substantially its original condition as exists on the effective date of the Contract if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

Buyer shall be responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's

agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of the Contract.

In the event that Buyer terminates the Contract in accordance with the terms hereof, Buyer shall deliver to Seller copies of the Survey, any and all tests, inspections, studies, examinations, reports, engineering data, plats, submissions or applications with governmental agencies, or other data Buyer has compiled on the Property (other than materials which Buyer deems to be confidential or proprietary) (the "Due Diligence Materials") which Seller may use at its own risk, it being agreed that Buyer shall make no representation or warranty of any kind or nature whatsoever, express or implied, regarding the Due Diligence Materials, including, without limitation, the truth, accuracy or completeness of the Due Diligence Materials. Notwithstanding the foregoing, in the event the Contract is terminated due to a default by Seller, Buyer shall have no obligation to provide the Due Diligence Materials to Seller.

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

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

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

(c) Seller owns the Property in fee simple, subject only to all matters of record that would be disclosed by a commitment for title insurance and properly prepared survey.

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

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

(f) Except as may be set forth to the contrary in any environmental assessment, soils, or similar investigation reports concerning the Property delivered by Seller to Buyer, Seller has no knowledge of hazardous substances present on the Property in any quantity or manner that violates, or that gives rise to liability, under any applicable environmental law, regulation, or ordinance; provided that, Seller hereby discloses that the State of Texas brought legal actions against Seller in the Municipal Court of the City of Austin, Travis County, Texas under Cause No's 8615225, 8615227, 8615231, 8615233, 8615237, 8615239, 8615242, 8615245, and 8615247 and that, while each such legal action was dismissed by an order dated November 29, 2017 (the "Order of Dismissal") (a copy of which has been delivered to Buyer), the conditions on the Property which gave rise to these legal actions still exist. Seller agrees to cooperate with any reasonable request from Buyer to provide such supporting documentation as may be requested by Buyer in connection with the plea bargains referenced in the Order of Dismissal.

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

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

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

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

(k) Except as disclosed in Section 4(f) above, Seller has not received any written order or notice of any governmental authority having jurisdiction over the Property which has not been previously fully complied with or cured. To Seller's knowledge there are no pending investigations or inquiries into the status of the Property's compliance with all governmental laws, including the environmental condition of the Property.

(l) There are no leases, tenancies, or other rights of occupancy or use of any portion of the Property

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

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

(o) Except as disclosed in Section 4(f) above, there are no Open Permits or Code Violations (as hereinafter defined) which affect the Property which have resulted in any citation or written notice to Seller. As used herein "Code Violations" means violations of which Seller

has received actual notice of pursuant to applicable laws, ordinances, rules, requirements, or zoning, building, fire or other codes of any governmental agency, body or subdivision thereof with respect to the Property and "Open Permits" means any open permits with respect to the Property.

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

The representations contained in this Section 4 shall survive the Closing.

5. Governmental Approval Applications. Seller shall promptly, upon Buyer's request and provided Seller thereby assumes no liability or obligation and at no cost to Seller, join in or otherwise consent to any and all applications (collectively, the "Applications") with respect to zoning, platting, site plan approval, vacations, dedications, surface water management permits, drainage permits, concurrency compliance approvals, building permits, and any and all other permits, consents, approvals, and/or authorizations which, in Buyer's reasonable opinion, are necessary or desirable for the development of the Property for Buyer's Intended Use. Buyer's "Intended Use" shall refer to the development of the Property with no less than one hundred thirty (130) multifamily residential units.

6. Closing Conditions. Seller and Buyer acknowledge and agree that the obligation of Buyer to consummate the transaction contemplated hereby is also subject to the satisfaction of the following conditions (the "Closing Conditions"), unless waived in writing by Buyer prior to Closing:

(a) At Closing, there shall have been no material, adverse change to the condition of the Property from the condition existing on the Effective Date (ordinary wear and tear excepted), including, without limitation, any adverse change to the environmental condition of the Property.

(b) By Closing, Buyer shall have been approved for TDHCA Financing (as hereinafter defined), or Buyer shall have waived in writing the requirement and condition precedent to obtain TDHCA Financing. For purposes of this Addendum, the term "TDHCA Financing" means, collectively: (i) an award from Texas Department of Housing and Community Affairs ("TDHCA") in the 2020 Application process for Federal Income Tax Credits under the Low Income Housing Tax Credit Program ("Tax Credits"), combined with (ii) such other resources which may be awarded by TDHCA during this application cycle concurrent with the Tax Credits in an amount sufficient, in Buyer's sole and absolute discretion, to enable Buyer to acquire the Property and construct its intended improvements on the Property, with all time to appeal such award having expired and with no appeal then pending and no appeal instituted or petition filed, and (iii) a binding commitment acceptable to Buyer in its sole and absolute discretion for a syndication/sale of such Tax Credits to an investor. Not later than January 31,

2020, Buyer shall apply for TDHCA Financing, and shall use commercially reasonable efforts, acting in good faith and with due diligence, to obtain approval of such financing. Buyer agrees to (a) provide Seller with confirmation that Buyer has submitted its application for TDHCA Financing, (b) to reasonably cooperate with Seller to provide access to Buyer's application for TDHCA Financing, and (c) to keep Seller reasonably informed of any material developments during the TDHCA Financing process, and promptly notify Seller of any approval or disapproval/rejection by TDHCA of the TDHCA Financing. If Buyer cannot obtain TDHCA Financing by the Closing Date, Buyer may give Seller written notice thereof on or before June 30, 2020, in which case the Contract will terminate and the earnest money, less the Independent Consideration, will be refunded to Buyer. If Buyer does not give such notice by June 30, 2020, Buyer shall be deemed to have waived TDHCA Financing approval as a Closing Condition.

In addition to any rights or remedies that Buyer may be entitled to under the Contract and this Addendum, if any of the Closing Conditions are not satisfied by the times specified above and have not been waived, Buyer shall have the right to terminate the Contract and this Addendum upon delivering written notice to Seller, and the Earnest Money (less the Independent Consideration) shall be returned to Buyer and all further obligations of the parties hereunder shall terminate, except those that expressly survive termination hereof. With respect to Section 6 (b) above, Buyer's withdrawal of its application for Tax Credits shall not be a condition precedent to the return of the Escrow Deposit.

7. Closing. Unless sooner terminated by either Seller or Buyer pursuant to the provisions of the Contract and this Addendum and subject to the terms and conditions of the Contract and this Addendum, Closing shall take place at the offices of the Title Company on or before June 30, 2020 (the "Closing Date"). Buyer shall have the right to close this transaction prior to the then scheduled Closing Date. If Buyer elects to exercise such right, it will notify Seller of the earlier Closing Date at least ten (10) days prior to the new Closing Date. Buyer shall also have the right to extend the Closing Date (but to no later than December 31, 2020) by exercising up to six (6) consecutive 1-month Closing extensions (each 1-month Closing extension being referred to herein as a "Closing Extension"). If Buyer elects to exercise a Closing Extension, it shall notify Seller and Title Company in writing of such election on or before the previously-scheduled Closing Date and deliver an extension fee in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) ("Extension Fee") to Seller within two (2) business days following the previously scheduled Closing Date. If a Closing Extension is timely exercised by Buyer, the Closing Date will be extended by one (1) month to the last business day of the calendar month following the month of the prior Closing Date. Each Extension Fee is non-refundable upon payment to Seller, except if Closing does not occur due to a default by Seller under the Contract or this Addendum or Seller's inability to deliver indefeasible title to the Property, in which case the Extension Fee shall be immediately returned to Buyer. Buyer will receive a credit toward its payment of the Purchase Price for each Extension Fee paid to Seller.

8. Seller Default. Sections 15(B) and 15(C) of the Contract are hereby deleted in its entirety and the following inserted in their place and stead: In the event that Seller is not entitled to terminate the Contract or this Addendum under any provision hereof and Buyer is not in default in performance of the terms hereof, then in the event that Seller should fail to consummate the transaction contemplated herein, fail to perform any of its obligations hereunder, or is otherwise in breach or default hereunder in any respect, including, but not limited to, being in breach of a

representation or warranty, then Seller shall be in default under the Contract and this Addendum and Buyer may elect, as its sole and exclusive remedy, either to (i) terminate the Contract and this Addendum and (1) receive the return of the Earnest Money (less the Independent Consideration) and any interest accrued thereon and (2) recover from Seller damages in an amount equal to all out of pocket costs and expenses reasonably incurred by Buyer in connection with the proposed acquisition and development of the Property, or (ii) pursue an action for specific performance. Notwithstanding the foregoing, if Seller's default consists of a sale of the Property to a third party in violation of Buyer's rights under the Contract and this Addendum, Buyer shall have the right to pursue any legal remedy available at law or in equity. Nothing contained herein shall be deemed to limit the obligations of Seller or the remedies of Buyer available at law or in equity with respect to a breach or a default by Seller of any obligation hereunder to the extent that the Contract or this Addendum specifically provides that such obligation shall survive Closing or the earlier termination of the Contract and this Addendum.

9. Brokers. The parties hereby represent and warrant each to the other that they have not utilized or engaged any real estate broker, salesman or finder with respect to the transaction contemplated by the Contract and this Addendum, other than Sally Gaskin of SGI Ventures, Inc. and Jeremy Kunzinger, whose commissions shall be paid by Seller pursuant to separate agreement. Each party hereby agrees to indemnify and hold the other harmless from and against any liability, loss, cost or expense (including reasonable attorneys' fees and court costs, including those incurred in dispute resolution or appellate matters) resulting from a claim or demand for any commissions in connection with the Contract or the purchase and sale of the Property which the indemnified party shall suffer as a result of a breach of the representations and warranties contained in this Section 9. The provisions of this Section 9 shall survive Closing or the earlier termination of the Contract and this Addendum.

10. Escrow Deposit.

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

(b) In the event of any disagreement between Buyer and Seller resulting in conflicting instructions to, or adverse claims or demands upon Title Company with respect to the release of the Escrow Deposit, Title Company shall refuse to comply with such instruction, claim or demand so long as such disagreement shall continue, and shall not release the Escrow Deposit. Title Company shall not be or become liable in any way to Buyer or Seller for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue so to refrain from acting until such conflicting or adverse demands

(a) shall have been adjusted by agreement and it shall have been notified in writing thereof by Buyer and Seller, or (b) shall have finally been determined in a court of competent jurisdiction in Travis County, Texas. Additionally, at its discretion Title Company may proceed with filing an interpleader action in Travis County, Texas. Upon depositing the Escrow Deposit with a court of competent jurisdiction in Travis County, Texas, Title Company shall be released from any further obligation, responsibility or liability under the Agreement and shall be entitled to seek reimbursement out of the Escrow Deposit for its costs and reasonable attorney's fees that are incurred in connection with filing the interpleader action. Title Company is not a trustee for any party for any purpose, and is merely acting as a depository and a ministerial capacity hereunder with the limited duties herein prescribed and has no responsibility in respect of any instructions, certificate or notice delivered to it or of the Escrow Deposit other than faithfully to carry out the obligations undertaken in the Agreement and to follow the directions in such instructions or notice provided in accordance with the terms hereof.

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

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

11. PROPERTY SOLD "AS IS". OTHER THAN AS EXPRESSLY PROVIDED HEREIN, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS, WHERE IS AND WITH ALL FAULTS" BASIS. BUYER EXPRESSLY ACKNOWLEDGES THAT, SELLER MAKES NO AND HAS MADE NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE PROPERTY, (OTHER THAN AS EXPRESSLY PROVIDED HEREIN), EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE, (OTHER THAN THE WARRANTY OF TITLE TO BE INCLUDED IN THE DEED TO BE DELIVERED TO BUYER AT CLOSING PURSUANT TO THIS CONTRACT), HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYER FURTHER ACKNOWLEDGES THAT THIS PROVISION IS A SPECIALLY NEGOTIATED TERM OF THE AGREEMENT BETWEEN SELLER AND BUYER WHICH HAS BEEN TAKEN INTO ACCOUNT IN

DETERMINING THE PURCHASE PRICE TO BE PAID FOR THE PROPERTY AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY FOR THE PURCHASE PRICE SPECIFIED HEREIN ABSENT THIS DISCLAIMER. BUYER FURTHER ACKNOWLEDGES THAT HE HAS BEEN ADVISED OF THE IMPORTANCE OF HAVING THE PROPERTY INSPECTED BY EXPERTS OF BUYER'S CHOICE AND REVIEWING THE RESULTING REPORTS PRIOR TO THE EXPIRATION OF BUYER'S FEASIBILITY PERIOD UNDER THE CONTRACT. BUYER FURTHER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON ANY REPRESENTATION, WARRANTY, PROMISE, OR AFFIRMATION OF FACT BY ANY PERSON NOT CONTAINED HEREIN IN MAKING BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT INSTEAD IS RELYING SOLELY ON BUYER'S OWN JUDGMENT. AT SELLER'S SOLE DISCRETION, SUBSTANTIALLY SIMILAR DISCLAIMERS SHALL BE INCLUDED IN THE DEED TO BE EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING. REGARDLESS OF WHETHER SUCH DISCLAIMERS ARE INCLUDED IN SUCH DEED, THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THE SALE OF THE PROPERTY AND SHALL NOT BE EXTINGUISHED OR MERGED UPON THE EXECUTION OF DOCUMENTS SUBSEQUENT TO THIS CONTRACT.13. Seller shall be entitled to remove all appliances and fixtures from the home located on the Property.

12. WAIVER OF JURY TRIAL. SELLER AND BUYER WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE CONTRACT OR THIS ADDENDUM OR THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THE CONTRACT AND THIS ADDENDUM. ANY SUCH DISPUTES SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.13. Binding Effect. This Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns.

14. Headings. Headings in this Addendum are for convenience and reference only and shall not be used to interpret or construe its provisions.

15. Counterparts. The Contract and this Addendum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. Any signature delivered by facsimile, email, or other forms of electronic transmission, such as a PDF, shall be considered an original signature by the sending party. Either party or both parties shall be permitted to electronically execute the Contract, this Addendum and all other related documents, in accordance with Texas Statutes Chapter 322.

16. Conflict. In the event of any conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall prevail. Except as modified herein, the Contract remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects.

17. Disclosure. Seller hereby discloses that he is licensed as a real estate agent by the Texas Real Estate Commission.

[Signatures appear on following page]

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

SELLER:

William Moseley

dotloop verified
07/26/19 5:48 PM CDT
LQ38-VYJ5-UROL-CMK7

WILLIAM MOSELEY

Date: 07/26/2019

BUYER:

SAIGEBROOK DEVELOPMENT, LLC,
a Florida limited liability company, and/or
assigns

DocuSigned by:

By:



Lisa Stephens, President

7/26/2019

Date: _____

Attachment F:

Financing Proposal Information

- A. Rent Schedule
- B. Utility Allowance Sheet
- C. Annual Operating Expense Schedule
- D. Development Cost Schedule
(budget)
- E. Sources & Uses of Funds Schedule
- F. 30 year Proforma
- G. Financing Narrative detailing
development plan

Diamond Forty-Two 150 units

15 Year Rental Housing Operating Pro Forma

July 30, 2019

All Programs Must Complete the following:

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

INCOME	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 10	YEAR 15
POTENTIAL GROSS ANNUAL RENTAL INCOME	\$2,087,016	\$2,128,756	\$2,171,331	\$2,214,758	\$2,259,053	\$2,494,177	\$2,753,773
Secondary Income	\$ 27,000	\$ 27,540	\$ 28,091	\$ 28,653	\$ 29,226	\$ 32,267	\$ 35,626
POTENTIAL GROSS ANNUAL INCOME	\$2,114,016	\$2,156,296	\$2,199,422	\$2,243,411	\$2,288,279	\$2,526,445	\$2,789,399
Provision for Vacancy & Collection Loss	(\$147,981)	(\$150,941)	(\$153,960)	(\$157,039)	(\$160,180)	(\$176,851)	(\$195,258)
Rental Concessions	\$0						
EFFECTIVE GROSS ANNUAL INCOME	\$1,966,035	\$2,005,356	\$2,045,463	\$2,086,372	\$2,128,099	\$2,349,594	\$2,594,141
EXPENSES							
General & Administrative Expenses	\$ 54,750.00	\$56,393	\$58,084	\$59,827	\$61,622	\$71,436	\$82,814
Management Fee	\$ 98,302	\$ 100,268	\$ 102,273	\$ 104,319	\$ 106,405	\$ 117,480	\$ 129,707
Payroll, Payroll Tax & Employee Benefits	\$ 211,680	\$ 218,030	\$ 224,571	\$ 231,308	\$ 238,248	\$ 276,194	\$ 320,185
Repairs & Maintenance	\$ 79,110	\$ 81,483	\$ 83,928	\$ 86,446	\$ 89,039	\$ 103,221	\$ 119,661
Electric & Gas Utilities	\$ 30,000	\$ 30,900	\$ 31,827	\$ 32,782	\$ 33,765	\$ 39,143	\$ 45,378
Water, Sewer & Trash Utilities	\$ 41,250	\$ 42,488	\$ 43,762	\$ 45,075	\$ 46,427	\$ 53,822	\$ 62,394
Annual Property Insurance Premiums	\$ 51,000	\$ 52,530	\$ 54,106	\$ 55,729	\$ 57,401	\$ 66,543	\$ 77,142
Property Tax	\$ 267,015	\$ 275,025	\$ 283,276	\$ 291,774	\$ 300,528	\$ 348,394	\$ 403,884
Reserve for Replacements	\$ 37,500	\$ 38,625	\$ 39,784	\$ 40,977	\$ 42,207	\$ 48,929	\$ 56,722
Supportive Services (\$12k) and TDHCA Compliance Fees (\$6k)	\$ 18,000	\$ 18,540	\$ 19,096	\$ 19,669	\$ 20,259	\$ 23,486	\$ 27,227
TOTAL ANNUAL EXPENSES	\$888,607	\$914,282	\$940,708	\$967,906	\$995,900	\$1,148,648	\$1,325,114
NET OPERATING INCOME	\$1,077,428	\$1,091,074	\$1,104,755	\$1,118,466	\$1,132,199	\$1,200,945	\$1,269,027
DEBT SERVICE							
First Deed of Trust Annual Loan Payment	\$894,255	\$894,255	\$894,255	\$894,255	\$894,255	\$894,255	\$894,255
Second Deed of Trust Annual Loan Payment	0	0	0	0	0	0	0
Third Deed of Trust Annual Loan Payment							
Other Annual Required Payment							
Other Annual Required Payment							
NET CASH FLOW	\$183,173	\$196,819	\$210,500	\$224,211	\$237,944	\$306,690	\$374,772
CUMULATIVE NET CASH FLOW	\$183,173	\$379,992	\$590,492	\$814,702	\$1,052,646	\$2,448,645	\$4,186,847
Debt Coverage Ratio	1.20	1.22	1.24	1.25	1.27	1.34	1.42

DEVELOPMENT COST SCHEDULE

July 30, 2019

**Diamond Forty-Two 150 units
5517 Jackie Robinson Rd**

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Eligible Basis columns and the Requested Credit calculation below:

ACQUISITION:

Site acquisition cost
Existing building acquisition cost
Closing costs & acq. legal fees
Other (specify)
Other (specify)

Subtotal Acquisition Cost

OFF-SITES:²

Off-site concrete
Storm drains & devices
Water & fire hydrants
Off-site utilities
Sewer lateral(s)
Off-site paving
Off-site electrical
Other (specify)
Other (specify)

Subtotal Off-Sites Cost

SITE WORK:³

Demolition & site prep/haul
Asbestos Abatement (Demo Only)
Detention
Rough grading
Fine grading
On-site concrete
On-site electrical
On-site paving
On-site utilities
Decorative masonry
Bumper stops, striping & signs

Other (erosion control, SWPPP, termite)

Subtotal Site Work Cost

Total Development Summary		
Total Cost	Eligible Basis	
	Acquisition	New/Rehab.
2,700,000		
\$2,700,000	\$0	\$0

0		
0		
0		
0		
0		
0		
0		
0		
0		
0		
\$0	\$0	\$0

220,000		
0		
175,000		175,000
450,000		350,000
125,000		125,000
195,000		195,000
175,000		175,000
260,000		260,000
335,000		260,000
90,000		90,000
70,000		70,000
125,000		125,000
\$2,220,000	\$0	\$1,825,000

SITE AMENITIES:

Landscaping	200,000		200,000
Pool and decking	125,000		125,000
Athletic court(s), playground(s)	55,000		55,000
Fencing	75,000		75,000
Other (picnic tables/benches/grills)	45,000		45,000
Subtotal Site Amenities Cost	\$500,000	\$0	\$500,000

BUILDING COSTS*:

Concrete	1,189,371		1,189,371
Masonry	958,506		958,506
Metals	543,730		543,730
Woods and Plastics	2,400,173		2,400,173
Thermal and Moisture Protection	364,505		364,505
Roof Covering	268,607		268,607
Doors and Windows	604,558		604,558
Finishes	2,099,619		2,099,619
Specialties	173,306		173,306
Equipment	369,754		369,754
Furnishings	382,903		382,903
Special Construction	306,555		306,555
Conveying Systems (Elevators)	220,000		220,000
Mechanical (HVAC; Plumbing)	1,821,739		1,821,739
Electrical	1,256,211		1,256,211
Detached Comm Facilities/Bldg	0		0
Carports and/or Garages			
Lead-Based Paint Abatement			
Asbestos Abatement (Rehab only)			
Structured Parking	0		0
Commercial Space Costs			
Other (specify)	0		0
Subtotal Building Costs	\$12,959,538	\$0	\$12,959,538

TOTAL BUILDING COSTS & SITE WORK (including site amenities)		\$15,679,538	\$0	\$15,284,538
Contingency	5.62%	881,194		881,194
TOTAL HARD COSTS		\$16,560,731	\$0	\$16,165,731

OTHER CONSTRUCTION COSTS:

General requirements (<6%)	5.60%	927,572		927,572
Field supervision (within GR limit)				
Contractor overhead (<2%)	1.87%	309,191		309,191
G & A Field (within overhead limit)				
Contractor profit (<6%)	5.60%	927,572		927,572
Total Contractor Fees		2,164,335		2,164,335
TOTAL CONSTRUCTION CONTRACT		\$18,725,066	\$0	\$18,330,066

SOFT COSTS³

220,000

Architectural - Design fees	280,000		280,000
Architectural - Supervision fees	70,000		70,000
Engineering fees	255,000		255,000
Real estate attorney/other legal fees	225,000		180,000
Accounting fees	56,000		56,000
Impact Fees	44,736		44,736
Building permits & tree mitigation	61,140		61,140
Appraisal	10,000		10,000
Market analysis	12,500		12,500
Environmental assessment	25,000		25,000
Soils report	12,000		12,000
Survey	8,000		8,000
Marketing	150,000		
Hazard & liability insurance	51,000		0
Real property taxes	323,891		56,876
Personal property taxes			
Other (utility connection)	100,000		100,000
Other (Bldr's Risk, GL, Ex, Comp Ops Ins)	229,110		229,110
Other (FFE + HACA GC Fee)	345,397		345,397
Subtotal Soft Cost	\$2,258,774	\$0	\$1,745,759

FINANCING:**CONSTRUCTION LOAN³**

Interest	1,520,000		1,216,000
Loan origination fees	200,000		200,000
Title & recording fees	290,000		290,000
Closing costs & legal fees	408,492		0
Inspection fees	85,000		85,000
Credit Report			
Discount Points			
Other - Letter of Credit	0		0
Other (specify) AustinHFCOrigination	96,000		

PERMANENT LOAN

Loan origination fees
 Title & recording fees
 Closing costs & legal
 Bond premium
 Credit report
 Discount points
 Credit enhancement fees
 Prepaid MIP
 Other (specify)
 Other (specify)

120,000		

BRIDGE LOAN

Interest
 Loan origination fees
 Title & recording fees
 Closing costs & legal fees
 Other (specify)
 Other (specify)

OTHER FINANCING COSTS³

Tax credit fees
 Tax and/or bond counsel
 Payment bonds
Performance bonds
 Credit enhancement fees
 Mortgage insurance premiums
 Cost of underwriting & issuance
 Syndication organizational cost
 Tax opinion
 Other (specify)
 Other (specify)
 Other (specify)
 Other (specify)

80,415		
231,313		231,313
\$3,031,220	\$0	\$2,022,313

Subtotal Financing Cost**DEVELOPER FEES:³**

Housing consultant fees⁴
 General & administrative
 Profit or fee

150,000		150,000
3,190,971		3,164,721
\$3,340,971	\$0	\$3,314,721

Subtotal Developer's Fees

14.85%

RESERVES:

Rent-up
 Operating
 Replacement
 Escrows

125,000		
650,000		
0		
\$775,000	\$0	\$0

Subtotal Reserves**TOTAL HOUSING DEVELOPMENT COSTS**

\$30,831,031

\$0

\$25,412,860

ANNUAL OPERATING EXPENSES

July 30, 2019

Diamond Forty-Two 150 units

General & Administrative Expenses				
Accounting	\$	12,000.00		
Advertising	\$	17,100.00		
Legal fees	\$	10,687.50		
Leased equipment	\$			
Postage & office supplies	\$	8,550.00		
Telephone	\$	6,412.50		
Other				
Other	<u>Total General & Administrative</u>	\$		
Total General & Administrative Expenses:				\$ 54,750.00
Management Fee:	Percent of Effective Gross Income:	5.00%		\$ 98,301.74
Payroll, Payroll Tax & Employee Benefits				
Management	\$	90,000.00		
Maintenance	\$	78,000.00		
Other	<u>Benefits/Payroll Taxes</u>	\$	43,680.00	
Other	<u>Total Payroll</u>			
Total Payroll, Payroll Tax & Employee Benefits:				\$ 211,680.00
Repairs & Maintenance				
Elevator	\$	7,500.00		
Exterminating	\$	2,610.00		
Grounds	\$	20,000.00		
Make-ready	\$	18,000.00		
Repairs	\$	27,000.00		
Pool	\$	4,000.00		
Other				
Other	<u>Total Repairs & Maintenance</u>	\$		
Total Repairs & Maintenance:				\$ 79,110.00
Utilities (Enter Development Owner expense)				
Electric	\$	30,000.00		
Natural gas	\$	0.00		
Trash	\$	15,000.00		
Water & sewer	\$	26,250.00		
Other				
Other				
Total Utilities:				\$ 71,250.00
Annual Property Insurance:	Rate per net rentable square foot:	\$ 0.40		51,000
Property Taxes:				<i>Estimated Taxes</i>
Published Capitalization Rate: 8.50% Source Travis County				\$ -
Annual Property Taxes:	\$			
Payments in Lieu of Taxes:	\$			
Other Taxes	\$			
Other Taxes	<u>Total Property Taxes</u>	\$	267,015.00	
Total Property Taxes:				\$ 267,015.00
Reserve for Replacements:	Annual reserves per unit:	\$ 250.00		\$ 37,500.00
Other Expenses				
Cable TV	\$			
Supportive service contract fees	\$	12,000.00		
TDHCA Compliance fees	\$	6,000		
TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)	\$			
Security	\$			
Other	\$			
Other	\$			
Total Other Expenses:				\$ 18,000.00
TOTAL ANNUAL EXPENSES				
		Expense per unit:	\$ 5924.04	\$ 888,606.74
		Expense to Income Ratio:	45.20%	
NET OPERATING INCOME (before debt service)				\$ 1,077,428.14
Annual Debt Service				
Lender	\$	894,255.08		
MIP	\$	0.00		
	\$			
	\$			
TOTAL ANNUAL DEBT SERVICE				\$ 894,255.08
		Debt Coverage Ratio:	1.20	
NET CASH FLOW				\$ 183,173.05

RENT SCHEDULE

July 30, 2019

Diamond Forty-Two
150 units

[illegible]

SOURCES AND USES

July 30, 2019

Diamond Forty-Two 150

Financing Participants	Funding Description		Construction Period		Lien Position	Permanent Period					Lien Position
			Loan/Equity Amount	Interest Rate (%)		Loan/Equity Amount	Interest Rate (%)	Amort - ization	Term (Yrs)	Syndication Rate	
Debt											
TDHCA	Multifamily Direct Loan										
TDHCA	Mortgage Revenue Bond										
Redstone	Conventional Loan		\$16,000,000	4.75%	1st	\$ 16,000,000	4.75%	40	40		1st
Austin HFC	Local Government Loan		\$3,000,000	0.00%	2nd	\$ 3,000,000	0.00%	40	40		2nd
Third Party Equity											
Equity Provider	HTC		\$ 9,244,863			\$ 10,272,070				0.920	
Grant											
Deferred Developer Fee											
Saigebrook/OSDA			\$ 1,558,961.33			\$ 1,558,961					
Other											
						\$ -					
Total Sources of Funds			\$ 29,803,824			\$ 30,831,031					
Total Uses of Funds						\$ 30,831,031					

Attachment F

Financing Proposal Information

G. Financing Narrative Detailing Development Plan: Private Activity Bonds will provide a minimum of 50% of the debt financing which is currently estimated at \$16,000,000. Redstone will be providing the equity for the project at a syndication rate of \$0.92. The total equity contribution will be \$10,272,070, with 20% of the equity coming in during construction, or 2,054,400. It is currently estimated that \$1,558,961 in developer fee will be deferred. An application has been made to the City of Austin for a soft loan in the amount of \$3,000,000, which will be subject to surplus cash flow.

Attachment G:

Development Management



CORPORATE OVERVIEW

Accolade Property Management, Inc. is a real estate management firm headquartered in Irving, Texas with extensive property management experience across all product types. Accolade Property Management's principals believe that local market expertise and knowledge coupled with our proven management practices will result in the maximization of the returns on the investment. Founded in 2002, Accolade Property Management, Inc. was formed to provide third party clients with superior, results oriented management. Accolade's clients include developers, partnerships, individual investors, and financial institutions.

Accolade Property Management, Inc. specializes in the management of multifamily assets. The team of professionals at Accolade has produced superior results on all asset types. Whether a Class A+ in lease up or a Class C distressed asset, Accolade understands the dynamics of the marketplace and the factors that effect the correct positioning of an asset. Accolade embraces every asset individually and designs a business plan to maximize the value of the asset.



CORPORATE BACKGROUND

Formed in 2002 by one its principals, Accolade Property Management, Inc. to take advantage of an ever changing real estate market. Accolade Property Management, Inc. became a firm dedicated to its success by ensuring the success of its clients' investments. Ms. Stephanie Baker, managing partner, knew that her breadth of knowledge, marketing savvy and hands on experience with assets primarily in Texas, Florida and New Mexico could create an organization strictly focused on superior property management services. The genesis of the firm commenced by Ms. Baker hand selecting Accolade's Key Management. Accolade's success is lead by professionals with extensive experience in Real Estate Management with over 150 years combined management expertise.

Over the years the management team at Accolade has been effective in the management of new Class A+ developments with construction management and specialized marketing needs, as well as, assets that required significant physical rehabilitation.



Accolade Property Management, Inc.

CURRENT PORTFOLIO OF ASSETS

Asset	Location	Years Managed	# Units	Year Built	Type	Occupancy
Amberwood Place	Longview, TX	3	78	2014	LIHTC	99%
Art at Bratton's Edge	Austin, TX	2	76	2016	LIHTC	98%
Ash Lane	Eules, TX	16	250	1997	LIHTC-40/60	98%
Barron's Branch I and II	Waco, TX	3	168	2015	New lease up	100%
Casa Bandera	Las Cruces, NM	4	232	2002	Market Rate	95%
Colonial Commons	Ft. Myers, FL	3	332	2015	Market Rate-New Lease Up	100%
Cooper Glen	Denton, TX	1	202	2005	Market 221(d) 4	95%
Dunedin Commons	Dunedin, FL	1	320	2017	Market Rate- New Lease Up	80%
Fountains of Rosemead	Dallas, TX	16	382	1997	LIHTC-40/60	95%
Garland Meadows	Garland, TX	5	152	1996	LIHTC-40/60	98%
Gulf Breeze	Punta Gorda, FL	9	171	2008	ACC/LIHTC-SHIP, BOND, RRLP	99%
High Range Village	Las Cruces, NM	18	144	1985	Market Rate-Rehab	94%
Kaia Point	Georgetown, TX	1	96	2018	LIHTC Lease Up	30%
Lakes at Collier Commons	Land O' Lakes, FL	9	252	2003	Market Rate	98%
Lakes of Eldorado	McKinney, TX	15	220	1997	LIHTC-40/60 rehab	95%
La Madrid	Austin, TX	1	95	2017	LIHTC-Lease Up	97%
La Ventana	Abilene, TX	3	84	2014	LIHTC Lease Up	99%
Liberty Pass	Selma, TX	3	104	2015	LIHTC Lease Up	100%
Norstar at Bear Creek	Eules, TX	16	256	1998	Market Rate	95%
Oakridge Estates	Tarpon Springs, FL	4	62	2011	ACC/LIHTC-Lease Up	100%
Palms of Pinellas	Largo, FL	1	94	2018	Workforce Housing County fund	90%
Parkridge Place	Abilene, TX	25	170	1982	AHDP-Rehab	96%
Pinnacle at North Chase	Tyler, TX	3	120	2012	LIHTC-40/60	98%
Roxton	Denton, TX	3	126	2013	LIHTC -40/60	92%
Saige Meadows	Tyler, TX	3	92	2015	LIHTC Lease Up	100%
Silver Creek I	N. Richland Hills, TX	17	216	1999	Market Rate 221(d)4	95%
Silver Creek II	N. Richland Hills, TX	17	208	2001	Mkt Rate 221(d)4	94%
Stillhouse	Harker Heights, TX	1	96	2017	LIHTC- Lease up	100%
Summit	Irving, TX	16	267	2001	Market Rate	96%
Summit Parque	Dallas, TX	2	100	2015	Mid-Rise Lease Up	97%
Sunrise Park	Lake Wales, FL	5	72	2011	ACC/LIHTC Lease Up	100%
Taylor Grand	Abilene, TX	2	120	2012	LIHTC-40/60	100%
Venetian Walk	Venice, FL	4	61	2014	ACC/ LIHTC Lease Up	100%
Verandas I & II	Punta Gorda, FL	1	120	2017	ACC/LIHTC Lease Up	100%
Villages at Tarpon Springs	Tarpon Springs, FL	3	95	2015	Acq. Rehab LIHTC, RAD conversion	100%
Westchester I & II	Grand Prairie, TX	14	316	2001-15	Market Rate Lease Up	98%
TOTAL			5949			



KEY MANAGEMENT

Accolade Property Management, Inc.'s Key Management Team is a highly experienced team of professionals who have significant expertise in the components of property management. Our team culminates years of experience in multifamily operational management, financial management and accounting, and physical maintenance. Our Management Team understands the intricacies of the market and importance of highly specialized personnel to implement the business plan. Accolade believes that its Management Team has endless capabilities to achieve the objectives and goals of its clients.

STEPHANIE A. BAKER

PRESIDENT

BUSINESS EXPERIENCE

- Present ACCOLADE PROPERTY MANAGEMENT, INC.
President, 2002-Current
- ❑ Serves as President and Chief Operating Officer
 - ❑ Responsible for the oversight of corporate management, marketing, accounting, operations and human resources
 - ❑ Responsible for development of new business for the corporation
 - ❑ Develops strategic business plans for clients for the management and marketing of their assets
 - ❑ Responsible for the coordination of accounting operations, budgeting and systems analysis on managed properties
 - ❑ Oversees the development of positioning strategies for properties being rehabilitated or properties in lease up
 - ❑ Directly involved in corporate marketing of services, development of strategic marketing plans for clients and in training for marketing and leasing
 - ❑ Developed Accolade Property Management, Inc. Policy and Procedure Manual and Operating Systems
- Prior FOCUS ASSET MANAGEMENT GROUP, Inc.
President, 1992-2002
- ❑ Served as President and Chief Executive Officer
 - ❑ Responsible for all corporate policies
 - ❑ Supervised corporate management, marketing, accounting, and human resources
 - ❑ Responsible for portfolio property management, marketing, accounting, and personnel
 - ❑ Responsible for the coordination of accounting operations, budgeting and systems analysis on managed properties and the corporation
 - ❑ Responsible the supervision of a portfolio of assets valued at \$175,000,000
- FOCUS ASSET MANAGEMENT GROUP, Inc.
Executive Vice President/Vice President Management Systems,
1989-1992
- ❑ Served as Chief Operating Officer
 - ❑ Oversight of reporting functions to property owners
 - ❑ Supervised Regional Supervisors
 - ❑ Directly responsible for supervision of 75 employees
 - ❑ Responsible for assignment of \$5 million in contracts
 - ❑ Developed and implemented the FAMG operating systems, automated onsite operations through computer systems
 - ❑ Created a Takeover Procedure for acquisition of new assets

CRG Management, Inc.

Regional Supervisor, 1986-1989

- ❑ Responsible for supervision of 30 onsite employees at 5 assets
- ❑ Develop marketing, budgeting, and operating plans for assets directly responsible
- ❑ Trouble shooter for distressed assets, improving resident profiles, reducing delinquency balances, addressing physical liabilities
- ❑ Supervised marketing and lease up on four assets

EDUCATION

- ❑ University of Texas, Arlington
Bachelor of Business Administration with concentrations in Real Estate and Marketing
- ❑ Certified Property Manager Candidate
- ❑ Housing Credit Certified Professional 1999-Current

CIVIC

- ❑ Member National Association of Home Builders
- ❑ Board Member, Residential Realty Group, a Texas non-profit dedicated to providing affordable housing
- ❑ Board Member, Texas Apartment Association, Education Committee 2002-current
- ❑ President, Marsh Lane Apartment Owner's Coalition

AWARDS

- ❑ Pillar of the Industry Award 2002- Best Loft Development
- ❑ Pillar of the Industry Award 2002- Best Property Website
- ❑ DBCA, Obelisk Award, New Initiatives, 2002
- ❑ Charles L. Edson Excellence in Affordable Housing 2008
(Awards awarded to assets directly supervised by Ms. Baker)

BERT VERDUIN

SENIOR VICE PRESIDENT/CONTROLLER

BUSINESS EXPERIENCE

- Present **ACCOLADE PROPERTY MANAGEMENT, INC.**
Senior Vice President/Controller, 2002-Current
- ❑ Supervision of accounting department includes oversight of accounts payable and receivables.
 - ❑ Responsible for monthly financial reporting to clients.
 - ❑ Responsibilities include preparation and review of annual budgets.
 - ❑ Directs and manages cash management and bank accounts.
 - ❑ Prepares financial reports for clients, as well as, Mortgage and Servicing Agencies including U.S. Department of H.U.D. and other governmental agencies.
 - ❑ Responsible for the Corporations financial statement and prepares tax returns for corporation.
 - ❑ Audits and reviews accounting procedures and systems utilized on properties managed. Includes compliance analysis for Land Use Restrictions.
 - ❑ Oversight of day-to-day operations of human resources includes payroll, payroll reports and administration of retirement plan, cafeteria plan and other company benefits.
- Prior **FOCUS ASSET MANAGEMENT GROUP, INC.**
Controller, 1994-2002
- ❑ Supervision of accounting department, including accounts payable, monthly reports and annual budgets. Oversight of HR department, including payroll, payroll reports and administration of 401k and 125k plans.
- STROBE MANAGEMENT SERVICES, INC.**
President, 1987-1994
- ❑ As a Consultant, assisted property management firms in implementation of property management software and establishing procedures for accounting departments. Evaluated onsite personnel and made recommendations on improving operations.
- REALTY DEVELOPMENT CORP.**
Senior Vice President/Controller, 1982-1987
- ❑ Oversight of day-to-day operations of property management firm, including supervision of clerical and accounting staff, regional property managers and onsite employees. Implemented cash management system and prepared tax returns for partnerships and corporations.

EDUCATION

- ❑ University of North Texas – BBA – Finance
- ❑ Certified Public Accountant
- ❑ Texas Real Estate Broker, New Mexico and Georgia Real Estate Broker
- ❑ Housing Credit Certified Professional (HCCP)

COMPUTER SKILLS

- ❑ Microsoft Word
- ❑ Microsoft Excel
- ❑ YARDI
- ❑ Rent Roll
- ❑ AOI Property Management Software
- ❑ HUDManager 2000
- ❑ QuickBooks Pro

MANDY OWEN

VICE PRESIDENT OPERATIONS

BUSINESS EXPERIENCE

Present

ACCOLADE PROPERTY MANAGEMENT, INC.

Vice President, 2015-Current

- ☐ Responsible for the oversight of day to day onsite operations
- ☐ Develops strategic business plans for clients for the management and marketing of their assets
- ☐ Responsible for budget forecasting and review of financial performance of the assets
- ☐ Implements strategies for properties being rehabilitated or properties in lease up
- ☐ Directly responsible for training the onsite teams and implementation of policies and procedures
- ☐ Oversight of recruitment and cultivation of team members

Prior

ORION REAL ESTATE SERVICES, INC.

Regional Vice President, 2009-2015

- ☐ Served as Regional Vice President for Dallas region
- ☐ Responsible for all regional policies
- ☐ Responsible for portfolio property management, marketing, accounting, and personnel
- ☐ Responsible for the coordination of accounting operations, budgeting and systems analysis on managed properties and the corporation
- ☐ Responsible for the supervision of a portfolio of assets

MONTICELLO ASSET MANAGEMENT

Regional Supervisor, 2005-2009

- ☐ Managed operations of 15 owner managed fee communities, 1200 units
- ☐ Oversight of reporting functions to property owners
- ☐ Directly responsible for supervision of 60 employees
- ☐ Developed and implemented the site specific business plans

SUNRIDGE MANAGEMENT

Property Manager, 2001-2003

- ☐ Responsible for 320 unit asset.
- ☐ Supervised 10 employees
- ☐ Develop marketing, budgeting, and operating plans
- ☐ Oversight of rehab while maintaining occupancy

EDUCATION

- ☐ Certified Apartment Manager (CAM)
- ☐ Certified Apartment Supervisor (CAPS)
- ☐ Tax Credit Specialist (TCS)

CIVIC

- ☐ Board Member, Apartment Association of Tarrant County

BRETT REYNOLDS
VICE PRESIDENT

BUSINESS EXPERIENCE

- Present ACCOLADE PROPERTY MANGEMENT
Vice President, 2002-Present
- ❑ Serves as Vice President of Physical Operations
 - ❑ Responsible for the oversight of the maintenance division and Physical Plant of the assets managed
 - ❑ Responsible for the development and implementation of the Capital Plans
 - ❑ Develops preventative maintenance plans and safety plans
 - ❑ Oversees risk management through training and physical inspections
 - ❑ Supervises all construction contracts or physical improvements
 - ❑ Leads due diligence, and punch out assignments
 - ❑ Reviews and analyzes service orders for quality assurance
 - ❑ Identifies physical problems or physical threats to the integrity of the assets
 - ❑ Developed Safety Program
 - ❑ Implemented OSHA requirements for all onsite teams
 - ❑ Reviews the Inventory Control for Parts and Supplies
- Prior FOCUS ASSET MANAGEMENT GROUP, INC.
Vice President, 1989-2002
- ❑ Responsible for the oversight of the Physical Plant
 - ❑ Punches Out New Construction
 - ❑ Reviews service orders
 - ❑ Develops Capital Plans
- CRG MANAGEMENT,
Regional Maintenance Supervisor, 1985-1989
- ❑ Oversight of maintenance teams on three assets
 - ❑ Responsible for physical integrity and service teams on all three assets

LICENSES

- ❑ Master Electrician License #TACLBO11673E
- ❑ HVAC Contractor License/Includes E.P.A.
- ❑ TRNCC Preventative Backflow Tester License
- ❑ Mechanical Certification for Boilers
- ❑ Pool Licenses in Multiple Jurisdictions

EDUCATION

- ❑ University of Texas at Arlington
Major Engineering
- ❑ Continuing Education Classes to Maintain all Licenses

CONNIE S. NUNEZ
REGIONAL MANAGER –NEW MEXICO

BUSINESS EXPERIENCE

- Present ACCOLADE PROPERTY MANAGEMENT
Regional Supervisor/Property Manager, 2007 - Current
- ❑ Supervisor three assets, 668 apartment units
 - ❑ Directly responsible for oversight and implementation of company policies in New Mexico region
 - ❑ Responsible for implementation of management and marketing plans for assets overseen
 - ❑ Hired and trained onsite teams at all three assets
 - ❑ Responsible for implementation of the operating budgets
 - ❑ Overseeing budget and systems application and daily management
 - ❑ Responsible for the supervision of 15 employees
 - ❑ Directly involved in the outreach marketing of market rate housing properties
 - ❑ Assisted in takeover and stabilization of acquired assets, hiring and training new staff
 - ❑ Implementing the marketing plans to diversify resident profiles away from student housing dependency
- Prior ACCOLADE PROPERTY MANAGEMENT
Senior Property Manager, 2006 - 2007
- ❑ Supervised 6 employees at two conventional assets
 - ❑ Prepared monthly financial reports and demographic surveys
 - ❑ Implemented an active “Inreach” community program
 - ❑ Processed and approved all prospective applicants
 - ❑ Assisted with troubled assets in the area of occupancy and reporting requirements
- GREYSTAR REAL ESTATE PARTNERS
Residential Manager/ Assistant Property Manager, 1999-2006
- ❑ Supervised daily operations for two high-rise condominium communities totaling 360 units in Phoenix and property manager on 176 multi-site assets in Las cruces
 - ❑ Improve relations with Management company and residents by focusing on quality customer service
 - ❑ Assisted with the conversion of the units to condos
 - ❑ Maintained two set of property records
 - ❑ Assisted with high end assets with Marketing, Customer Service
- FOCUS ASSET MANAGEMENT
Residential Manager 1998-1999
- ❑ Operated 144 units
 - ❑ Supervised 4 employees
 - ❑ Administered the leases

- ❑ Implemented the marketing plan and management plan to achieve 95% or better occupancy

EDUCATION

- ❑ NMSU, International Business Administration
- ❑ Real Estate Academy, Real Estate Salesman Courses
- ❑ NM Uniform Owner-Resident Relations Act Course
- ❑ New Mexico Apartment Association, Fair Housing Courses
- ❑ Various certificates from ongoing continuing education

AWARDS

- ❑ Manager of the Year
- ❑ Property of the Year
- ❑ White Glove Award
- ❑ The Accolade Award
- ❑ Most Improved Property
- ❑ Marketing Team of the Year

MELISSA CROSS

REGIONAL SUPERVISOR –FLORIDA REGION

BUSINESS EXPERIENCE

- | | |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Present | <p>ACCOLADE PROPERTY MANAGEMENT, INC.
Regional Supervisor/Property Manager, 2008 - Current</p> <ul style="list-style-type: none">❑ Supervisor eleven assets, 1702 units, two Market Rate assets and nine Mixed Finance projects layered with LIHC, Section 8 and ACC units❑ Directly responsible for oversight and implementation of company policies in Florida region❑ Responsible for implementation of management and marketing plans for assets overseen❑ Oversaw the lease up of 153 Senior units in 3 months, mixed finance❑ Oversaw the lease up of 182 unit asset over 6 months, mixed finance, RAD with relocation❑ Oversaw the lease up of 95 units within 7 months, mixed finance, RAD program with relocation❑ Hired and trained administrative staff in area of Tax Credit /Public Housing❑ Overseeing budget and systems application and daily management❑ Responsible for the supervision of 36 employees❑ Directly involved in the outreach marketing of affordable/ market rate housing properties |
| Prior | <p>MIDWEST PROPERTY MANAGEMENT
Assistant Property Manager, 2007 - 2008</p> <ul style="list-style-type: none">❑ Supervised 5 employees on 252 unit conventional asset❑ Responsible for accounts receivable, budgeting❑ Implemented an active “Inreach” community program❑ Processed and approved all prospective applicants❑ Responsible for resident retention program |

EDUCATION

- ❑ Cayuga Community College, Business Administration
- ❑ State University of New York Oswego
- ❑ First Housing, Low Income Housing Tax Credit Compliance Courses

Continuing Education Courses: Fair Housing, Annual recertification educational courses in real estate, low income housing credits and property management

AWARDS

- ❑ Manager of the year 2009
- ❑ Property of the year 2008
- ❑ Marketing Team of the year 2011
- ❑ Charles L. Edson Excellence in Affordable Housing 2008
- ❑ Master Plan Award 2009 (from the city of Punta Gorda)
- ❑ Pioneer in Housing Award Small Agency Award 2009

DENA MORELAND

COMPLIANCE DIRECTOR

BUSINESS EXPERIENCE

Present ACCOLADE PROPERTY MANAGEMENT, INC.
Compliance Director, 2017-Current

- Responsible for the Low Income Housing Tax Credit compliance and reporting for 1,920 units in Texas and oversight of 1,570 units Florida, as well as, County Bond, HOME and SAIL programs
- Responsible for the file review and approval of the Low Income Housing Tax Credit compliance
- Review all move-in and renewal files on a monthly basis for all LIHTC units
- Prepare and review all files for State and County Audits for Texas and Florida
- Review and execute monthly and annual program reports for both state and county agencies
- Responsible for on-site Tax Credit training and application of program
- Responsible for Affirmative Marketing outreach for all Tax Credit projects located in Texas.
- Maintain open and constructive communication with site staff
- Responsible for review of compliance with lease up objectives in meeting investor expectations

Prior ALPHA BARNES
Assistant Compliance Director, 2006-2016

- Collaborate with the Director of Compliance in the design, implementation, and management in all areas of compliance, including firm policies and compliance with all federal, state, county and city regulations.
- Review files for approval prior to move in, preparation for onsite file reviews, attend audits with monitoring agency and implement Rent/Income limits.
- Implementing Utility Allowances as released from Housing Authorities as well as completing the HUD Model Schedule and Written Local Estimate annually.
- Serve as the point of contact for auditing resident files to ensure compliance with the IRS Section 42 Program (HTC), BOND, HOME, NSP, HTF and AHP
- Responding to correspondence from monitoring agencies in cases of non-compliance that include evidence of action taken within the required deadline.
- Responsible for initiation and implementation of compliance procedures, including updating all training materials as new regulations are released. Train onsite staff on how to implement program requirements.
- Review and submit quarterly/annual Unit Status Reports to TDHCA and MDSI
- Provide support to 21 communities with on-site visits.
- Supervised 10 Compliance Specialists.

Assistant Manager, 2003-2006

- Oversaw daily administration of property and maintenance on a 144 HTC unit property. Supervised a staff of 4.
- Responsible for all financial aspects of the property's operations
- Maintained compliance by completing preapproval application packets and full recertifications, created and executed initial lease and lease renewal documents.
- Maintained program reports and internal tracking of compliance
- Resolved resident conflicts and built relations with residents and vendors.

EDUCATION

- Housing Credit Certified Professional (HCCP, accreditation)
- Continuing Education Courses: Annual Fair Housing TDHCA Continuing Education for Compliance Programs
- Richland Community College



MANAGEMENT PHILOSOPHY

Accolade Property Management, Inc. manages through a proactive approach. We believe after a careful analysis of the asset complimented by our knowledge of the marketplace, we can initiate a comprehensive business plan that will encompass:

- ❑ Highly Specialized Personnel
- ❑ Asset Specific Marketing Plan
- ❑ Physical Maintenance Plan
- ❑ Financial Reporting and Accounting

Highly Specialized Personnel:

Our Management Teams recruit and train personnel which exceeds the client's expectations. Accolade constantly recruits personnel through real time experiences on sites in the marketplace and through networking. Once recruited, our personnel are trained in the most effective techniques for completing their tasks and in Fair Housing Laws. Accolade conducts regular shops of their marketing teams and uses these to hone the leasing skills of our staffs and to assure continuity in operations. Our Maintenance Team attends "hands-on" training with a Senior Maintenance Director. The onsite management, marketing, and maintenance teams play a critical role in our success. We believe firmly that with their intimate vantage of the asset and market, we can be most effective. Our organization recognizes that in our competitive marketplace, well trained personnel are critical to attain the highest accolades.

Asset Specific Marketing Plan:

Mass Marketing has become a way of life in today's competitive economy. However, Accolade believes that niche marketing is the key to success for multifamily assets. Accolade begins the process by becoming students of the marketplace, the comparables, and the asset. Knowledge of the product, identification of an effective pricing structure, identification of the Target Market is the foundation for the Marketing Plan. Once these are identified, Accolade designs a marketing plan. Accolade initializes the plan to include product preparation which includes the readiness of show units, presentation of product which includes the collateral material, and demonstration of product which includes our specialized leasing teams. Additionally, if the asset is existing, a thorough review of the lease files will result in a resident profile to understand the current Target Market and the retention factor. The signage and onsite graphics are coordinated to support the marketing plan. Once the product and pricing strategies are identified, external advertising and marketing outreach strategies are designed. Our marketing teams will be armed with concise marketing strategies to reach opinion leaders in their market. Accolade's Key Management is experienced in targeting the audience for the asset.

With weekly review of the marketing results and quick adaptation to changing market indicators, Accolade has been very successful in the marketing of their assets managed.

Physical Maintenance Plan:

Upon engagement, Accolade will thoroughly inspect the property. A unit by unit inspection will commence, as well as, an exterior inspection, an amenity and common area inspection, and a review of governmental records to determine improvements needed or code deficiencies. Accolade's management team are well versed in Building Codes, State Statutes, and ADA Act. Through this intensive physical inspection, Accolade develops a maintenance plan and a capital plan for the asset. Once the needs are identified, a scope of work is developed and bids are obtained to complete the scope. The maintenance plan, capital plan, and the budget for implementation are presented to the client.

On an ongoing basis, service orders are reviewed for continuity and to identify any trends in the repairs. Accolade uses this data to value engineer and re-evaluate the maintenance plan if required. Accolade's Key Management recognizes that the Physical Plant is the foundation of the asset and its integrity is fundamental to the maximization of the investment.

Financial Reporting and Accounting:

Accolade effectively monitors the performance of their business plan through timely and accurate financial reporting. Daily reporting generated by the onsite property management software to the Corporate Headquarters, allows proficient results. Our full service accounting department is supervised closely by our Controller which is essential for accounting controls. Budgets are prepared based on the business plan and the budgets are used as benchmarks of our success. Accolade recognizes that our clients' needs are different and provides flexibility in reporting through customization of financial reports. Utilizing YARDI property management software, upper management and owners can monitor real time operations through the World Wide Web. Monitoring and accounting for some of our specialized assets requires specialty software to assist with monitoring and maintaining compliance. Our systems are very effective in meeting our exceeding the quality assurance standards of our clients.