

IMPORTANT NOTICE

THIS OFFERING IS AVAILABLE ONLY TO INVESTORS MEETING THE QUALIFICATIONS DESCRIBED IN THE ATTACHED PRIVATE PLACEMENT MEMORANDUM (THE “**MEMORANDUM**”). THIS MEMORANDUM SUPERSEDES ANY PREVIOUSLY DELIVERED MATERIALS RELATED TO THE CERTIFICATES DESCRIBED HEREIN.

IMPORTANT: You must read the following before continuing. The following applies to the Memorandum following this page, and you are therefore advised to read this carefully before reading, accessing or making any other use of the Memorandum. In accessing the Memorandum, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO.

THE CERTIFICATES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY TO A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN RELIANCE ON THE EXEMPTION FROM SECURITIES ACT REGISTRATION PROVIDED BY SUCH RULE THAT IS NOT A BROKER-DEALER WHICH OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S. \$25 MILLION IN SECURITIES OF ISSUERS THAT ARE NOT AFFILIATED PERSONS OF THE DEALER AND IS NOT A PLAN REFERRED TO IN PARAGRAPH (A)(1)(i)(D) OR (A)(1)(i)(E) OF RULE 144A OR A TRUST FUND REFERRED TO IN PARAGRAPH (A)(1)(i)(F) OF RULE 144A THAT HOLDS THE ASSETS OF SUCH A PLAN, IF INVESTMENT DECISIONS WITH RESPECT TO THE PLAN ARE MADE BY THE BENEFICIARIES OF THE PLAN.

ANY TRANSFER, PLEDGE OR OTHER USE OF THE CERTIFICATES FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER, CEDE & CO., HAS AN INTEREST IN THE CERTIFICATES, UNLESS THE CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (“DTC”), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR OF SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO.).

THERE ARE NO REGISTRATION RIGHTS ASSOCIATED WITH THE CERTIFICATES. THE ACQUISITION AND TRANSFER OF THE CERTIFICATES ARE SUBJECT TO ADDITIONAL RESTRICTIONS DESCRIBED IN THE MEMORANDUM

EXCEPT AS SET FORTH IN THE MEMORANDUM, THE MEMORANDUM MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON OR ENTITY AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORIZED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. THE MEMORANDUM HAS BEEN DELIVERED TO YOU ON THE BASIS THAT YOU ARE A PERSON INTO WHOSE POSSESSION THE MEMORANDUM MAY BE LAWFULLY DELIVERED IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED, AND YOU MAY NOT, NOR ARE YOU AUTHORIZED TO, DELIVER THE MEMORANDUM TO ANY OTHER PERSON OR ENTITY.

By accepting delivery of the Memorandum, you agree to the foregoing and acknowledge that (i) you have been afforded an opportunity to request and to review all additional information considered by you to be necessary to verify the accuracy of, or to supplement, the information contained in the Memorandum, (ii) you have not relied on SAMCO Capital Markets, Inc. (the “**Placement Agent**”) or the Placement Agent Parties (as defined below) in connection with the investigation of the accuracy of such information or your investment decision, (iii) this Memorandum relates to an

offering that is exempt from registration under the Securities Act, (iv) no person has been authorized to give information or to make any representations concerning the Issuer, this offering or the Certificates described in this Memorandum, other than as contained in this Memorandum and (v) you may not reproduce or distribute this Memorandum, in whole or in part, and you may not disclose any of the contents of this Memorandum or use any information herein for any purpose other than considering the purchase of the Certificates.

Each purchaser of the Certificates must comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers or sells the notes and must obtain any consent, approval or permission required by it for the purchase, offer or sale by it of the notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers or sales, and neither the Issuer nor the Placement Agent Parties shall have any responsibility therefor. The Issuer and the Placement Agent Parties are not responsible for your compliance with these legal requirements. The Issuer and the Placement Agent Parties do not make any representation to you regarding the legality of your investment in the Certificates under any legal investment or similar law or regulation.

Confirmation of Your Representation Regarding Qualified Institutional Buyer

In order to be eligible to view the Memorandum, investors must be a qualified institutional buyer (within the meaning of Rule 144A under the Securities Act). The Memorandum is being sent at your request, and, by accepting this e-mail and accessing the Memorandum, you shall be deemed to have represented to us (A) that you are a qualified institutional buyer (within the meaning of Rule 144A under the Securities Act) and (B) that you consent to delivery of the Memorandum by electronic transmission.

The Memorandum has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission, and, consequently, none of the Placement Agent or any person who controls the Placement Agent., or any director, officer, employee or agent of the Placement Agent, or any affiliate of the Placement Agent (collectively, the “**Placement Agent Parties**”), accepts any liability or responsibility whatsoever in respect of any difference between the Memorandum distributed to you in electronic format and the hard copy version available to you on request from SAMCO Capital Markets, Inc.

PRIVATE PLACEMENT MEMORANDUM

NEW ISSUE – Book-Entry-Only

Not Rated

PROSPECTIVE PURCHASERS ARE ADVISED THAT THE CERTIFICATES BEING OFFERED PURSUANT TO THIS PRIVATE PLACEMENT MEMORANDUM ARE BEING OFFERED TO “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”). THE CERTIFICATES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT IN RELIANCE UPON THE EXEMPTION PROVIDED BY SECTION 4(A)(2) THEREIN. NO ACTION HAS BEEN TAKEN TO QUALIFY THE CERTIFICATES FOR SALE UNDER THE SECURITIES LAWS OF ANY STATE.

Amounts received by owners of the Certificates are NOT excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. Bond Counsel expresses no opinion regarding any other tax consequences relating to the ownership or disposition of, or the amount, accrual, or receipt of payments on the Certificates. See “TAX MATTERS.”

\$48,018,000

TEXAS COMBINED TIRZ I, LLC CERTIFICATES OF PARTICIPATION, SERIES 2024

Dated: Date of Initial Delivery

Texas Combined TIRZ I, LLC (the “Issuer”) is issuing Certificates of Participation, Series 2024 (the “Certificates”) with an initial Purchase Price of \$48,018,000. The Certificates will be dated the date of initial delivery and will be issued as fully registered certificates in one series of Certificates, in minimum authorized denominations of \$100,000 and increments of \$1.00 in excess thereof, without interest coupons. No interest is payable on the Certificates. The definitive Certificates will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company, New York, New York (“DTC”), pursuant to the Book-Entry-Only System described herein. No physical delivery of the Certificates will be made to the owners thereof. Computershare Trustee Company, National Association, as trustee (the “Trustee”), which will make distribution of the Certificate Pro Rata Share to the beneficial owners of the Certificates. See “THE CERTIFICATES - Book-Entry-Only System” herein.

Pursuant to the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended (the “Texas Act”), (1) the City Council of the City of Marble Falls, Texas, created, by Ordinance No. 2020-O-09A, dated September 15, 2020, Reinvestment Zone Number Two, City of Marble Falls, Texas (the “Thunder Rock Zone”), to promote the development and redevelopment of certain property (the “Thunder Rock Property”) in the Thunder Rock Zone through the use of tax increment financing (the “Thunder Rock Project”), (2) the City Council of the City of Celina, Texas, created, by Ordinance No. 2021-74, dated September 14, 2021, Reinvestment Zone Number Thirteen, City of Celina, Texas (the “Legacy Hills Zone”), to promote the development and redevelopment of certain property (the “Legacy Hills Property”) in the Legacy Hills Zone through the use of tax increment financing (the “Legacy Hills Project”), and (3) the City Council of the City of Pilot Point, Texas, created, by Ordinance No. 484-14-2022, dated April 14, 2022, Reinvestment Zone Number Two, City of Pilot Point, Texas (the “Creekview/Mobberly Zone”), to (i) promote the development and redevelopment of certain property (the “Creekview Property”) in the Creekview/Mobberly Zone through the use of tax increment financing (the “Creekview Project”) and (ii) promote the development and redevelopment of certain property (the “Mobberly Property”) in the Creekview/Mobberly Zone through the use of tax increment financing (the “Mobberly Project”).

Pursuant to (1) the Thunder Rock Development Agreement and the Thunder Rock Project and Finance Plan, the City of Marble Falls has agreed to deposit into a tax increment fund established for the Thunder Rock Zone (the “Thunder Rock TIRZ Fund”) an economic development grant of 50% of the ad valorem tax increment attributable to the Thunder Rock Zone (the “Thunder Rock Revenues”) until the earlier of (i) 41 years from the date of the Thunder Rock Development Agreement and (ii) the date on which the aggregate amount of the Thunder Rock Revenues, including interest thereon, equals \$124,000,000 (the “Thunder Rock Termination Date”), (2) the Legacy Hills Development Agreement and the Legacy Hills Project and Finance Plan, the City of Celina has agreed to deposit into a tax increment fund established for the Legacy Hills Zone (the “Legacy Hills TIRZ Fund”) an economic development grant of \$0.10/\$100 of the ad valorem tax increment attributable to the Legacy Hills Zone (the “Legacy Hills Revenues”) until the earlier of (i) 36 years from the date of the Legacy Hills Development Agreement and (ii) the date on which the aggregate amount of the Legacy Hills Revenues, including interest thereon, equals \$106,494,281 (the “Legacy Hills Termination Date”), (3) the Creekview Development Agreement and the Creekview/Mobberly Project and Finance Plan, the City of Pilot Point has agreed to deposit into a tax increment fund established for the Creekview Property (the “Creekview TIRZ Fund”) an economic development grant of 55% of the ad valorem tax increment attributable to the Creekview Property (the “Creekview Revenues”) until the earlier of (i) 36 years from the date of the Creekview Development Agreement and (ii) the date on which the aggregate amount of the Creekview Revenues equals \$135,869,385 (the “Creekview Termination Date”) and (4) the Mobberly Development Agreement and the Creekview/Mobberly Project and Finance Plan, the City of Pilot Point has agreed to deposit into a tax increment fund established for the Mobberly Property (the “Mobberly TIRZ Fund”) an economic development grant of 55% of the ad valorem tax increment attributable to the Mobberly Property (the “Mobberly Revenues”) until the earlier of (i) 36 years from the date of the Mobberly Development Agreement and (ii) the date on which the aggregate amount of the Mobberly Revenues equals \$99,792,002 (the “Mobberly Termination Date”); collectively as further described herein under “THE DEVELOPMENT AGREEMENTS” and in APPENDIX C.

The Certificates are issued for the purpose of providing funds to finance all or a portion of the Projects and to pay certain costs of issuance of the Certificates. The Developers and the TIRZ Revenue Holder (as defined herein) have applied for the financial assistance of the Issuer, and the Issuer and the Trustee are entering into this Indenture for the purpose of issuing the Texas Combined TIRZ I, LLC Certificates of Participation, Series 2024 (the “Certificates”) for the purpose of providing funds to finance the Projects and to pay certain costs of issuance of the Certificates. See “PLAN OF FINANCE” herein.

Pursuant to the (1) Thunder Rock Partial Assignment Agreement, the Thunder Rock Developer assigned to 2M Holdings, LP, a Delaware limited partnership (the “TIRZ Revenue Holder”), its rights to be paid approximately 87% of the Thunder Rock Revenues owing to the Thunder Rock Developer under the Thunder Rock Development Agreement, (2) Legacy Hills Partial Assignment Agreement, the Legacy Hills Developer assigned to the TIRZ Revenue Holder its rights to be paid approximately 87% of the Legacy Hills Revenues owing to the Legacy Hills Developer under the Legacy Hills Development Agreement, (3) Creekview Partial Assignment Agreement, the Creekview Developer assigned to the TIRZ Revenue Holder its rights to be paid approximately 87% of the Creekview Revenues owing to the Creekview Developer under the Creekview Development Agreement and (4) Mobberly Partial Assignment Agreement, the Mobberly Developer assigned to the TIRZ Revenue Holder its rights to be paid approximately 87% of the Mobberly Revenues owing to the Mobberly Developer under the Mobberly Development Agreement. Pursuant to the Assignment Agreement, the TIRZ Revenue Holder has assigned to the Issuer its rights to be paid (1) the Thunder Rock Revenues owing to the Thunder Rock Developer under the Thunder Rock Development Agreement and pursuant to the Thunder Rock Partial Assignment Agreement (the “Thunder Rock Pledged Revenues”), (2) the Legacy Hills Revenues owing to the Legacy Hills Developer under the Legacy Hills Development Agreement and pursuant to the Legacy Hills Partial Assignment Agreement (the “Legacy Hills Pledged

Revenues”), (3) the Creekview Revenues owing to the Creekview Developer under the Creekview Development Agreement and pursuant to the Creekview Partial Assignment Agreement (the “Creekview Pledged Revenues”) and (4) the Mobberly Revenues owing to the Mobberly Developer under the Mobberly Development Agreement and pursuant to the Mobberly Partial Assignment Agreement (the “Mobberly Pledged Revenues”). See “THE ASSIGNMENT AGREEMENT” herein.

The Certificates are being issued pursuant to a resolution adopted by the Board of Directors of the Issuer authorizing the issuance of the Certificates, and an Indenture of Trust, dated as of December 19, 2024 (the “Indenture”), by and between the Issuer and the Trustee. The Certificates are limited recourse obligations of the Issuer and are payable solely from the Trust Estate assigned to the Issuer.

THE OBLIGATIONS OF THE ISSUER UNDER THE CERTIFICATES AND THE INDENTURE ARE LIMITED RECOURSE OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE TRUST ESTATE IN ACCORDANCE WITH THE INDENTURE, AND FOLLOWING REALIZATION OF THE TRUST ESTATE IN ACCORDANCE WITH THE INDENTURE, ALL CLAIMS OF CERTIFICATE OWNERS SHALL BE EXTINGUISHED AND SHALL NOT THEREAFTER REVIVE. NONE OF THE CERTIFICATE OWNERS MAY, PRIOR TO THE DATE WHICH IS ONE YEAR AND ONE DAY (OR IF LONGER, ANY APPLICABLE PREFERENCE PERIOD PLUS ONE DAY) AFTER THE PAYMENT IN FULL OF ALL CERTIFICATES AND ANY OTHER DEBT OBLIGATIONS OF THE ISSUER THAT HAVE BEEN RATED UPON ISSUANCE BY ANY RATING AGENCY AT THE REQUEST OF THE ISSUER, INSTITUTE AGAINST, OR JOIN ANY OTHER PERSON IN INSTITUTING AGAINST, THE ISSUER ANY BANKRUPTCY, REORGANIZATION, ARRANGEMENT, INSOLVENCY, MORATORIUM OR LIQUIDATION PROCEEDINGS, OR OTHER PROCEEDINGS UNDER U.S. FEDERAL OR STATE BANKRUPTCY OR SIMILAR LAWS OF ANY JURISDICTION. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE CERTIFICATES AND THE TERMS OF THE INDENTURE, THE TERMS OF THE INDENTURE SHALL GOVERN.

The Certificates will be sold when, as and if issued and received by SAMCO Capital Markets, Inc. (the “Placement Agent”) subject to the approval of validity by Orrick, Herrington & Sutcliffe LLP, Bond Counsel and Disclosure Counsel, and certain other conditions. Certain legal matters will be passed upon for the Issuer by Boghetich Law, PLLC d/b/a Texas Real Estate Law as Issuer’s Counsel. It is expected that the Certificates will be available for delivery through DTC in New York, New York on or about December 19, 2024.

CUSIP NUMBER: 881935 AA8

SAMCO Capital Markets, Inc.

THE INITIAL PURCHASERS ARE ADVISED THAT THE CERTIFICATES BEING OFFERED PURSUANT TO THE PRIVATE PLACEMENT MEMORANDUM ARE BEING OFFERED AND SOLD ONLY TO “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT. EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE CERTIFICATES, MUST BE ABLE TO BEAR THE ECONOMIC AND FINANCIAL RISK OF SUCH INVESTMENT IN THE CERTIFICATES, AND MUST BE ABLE TO AFFORD A COMPLETE LOSS OF SUCH INVESTMENT. CERTAIN RISKS ASSOCIATED WITH THE PURCHASE OF THE CERTIFICATES ARE SET FORTH UNDER “RISK FACTORS” HEREIN.

THE PURCHASE AND OWNERSHIP OF THE CERTIFICATES ARE SUBJECT TO SPECIAL RISK FACTORS AND ALL PROSPECTIVE PURCHASERS ARE URGED TO EXAMINE CAREFULLY THIS ENTIRE PRIVATE PLACEMENT MEMORANDUM WITH RESPECT TO THE INVESTMENT SECURITY OF THE CERTIFICATES, PARTICULARLY THE SECTION CAPTIONED “RISK FACTORS.” THE CERTIFICATES SHOULD BE CONSIDERED SPECULATIVE INVESTMENTS.

USE OF INFORMATION IN PRIVATE PLACEMENT MEMORANDUM

No dealer, broker, salesman or other person has been authorized to give any information, or to make any representations other than those contained in this Private Placement Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by the Issuer or the Placement Agent.

Certain information set forth herein has been obtained from the Developers and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness, and it is not to be construed as a representation or warranty by the Placement Agent Parties.

This Private Placement Memorandum is not to be used in connection with an offer to sell or the solicitation of an offer to buy in any jurisdiction in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Any information and expressions of opinion herein contained are subject to change without notice, and neither the delivery of the Private Placement Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or other matters described herein since the date hereof. See “CONTINUING DISCLOSURE OF INFORMATION” for a description of the undertaking of the Developers to provide certain information on a continuing basis.

THE CERTIFICATES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND THE CERTIFICATES MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS. THE CERTIFICATES HAVE NOT BEEN RECOMMENDED BY ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY AND THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NEITHER THE ISSUER NOR THE PLACEMENT AGENT PARTIES MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS PRIVATE PLACEMENT MEMORANDUM.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS PRIVATE PLACEMENT MEMORANDUM AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM OR THE RELATED TRANSACTIONS AND DOCUMENTS OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

THE ISSUER AND THE PLACEMENT AGENT PARTIES MAKE NO REPRESENTATIONS AS TO THE ACCURACY OF THE MARKET STUDIES (AS DEFINED HEREIN) OR THE SOUNDNESS OF ANY OF THE ASSUMPTIONS, THE VALUATION TECHNIQUES OR THE METHODOLOGY CONTAINED THEREIN. PROSPECTIVE INVESTORS SHOULD READ THE MARKET STUDIES IN ITS ENTIRETY, INCLUDING THE LIMITATIONS AND QUALIFICATIONS CONTAINED THEREIN, PRIOR TO MAKING A DECISION TO PURCHASE THE CERTIFICATES. SEE “APPENDIX E – THE MARKET STUDIES”.

The Placement Agent has reviewed the information in this Private Placement Memorandum in accordance with, and as part of, its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction. The Placement Agent Parties do not make any representation or warranty, express or implied, as to the accuracy or completeness of this Private Placement Memorandum and nothing in this Private Placement Memorandum shall be relied upon as a promise, representation or warranty by the Placement Agent Parties.

The agreements of the Issuer and others related to the Certificates are contained solely in the contracts described herein. Neither this Private Placement Memorandum nor any other statement made in connection with the offer or sale of the Certificates is to be construed as constituting an agreement with the purchaser of the Certificates. INVESTORS SHOULD READ THE ENTIRE PRIVATE PLACEMENT MEMORANDUM, INCLUDING ALL SCHEDULES AND APPENDICES ATTACHED HERETO, TO OBTAIN INFORMATION ESSENTIAL TO MAKING AN INFORMED INVESTMENT DECISION.

THIS PRIVATE PLACEMENT MEMORANDUM CONTAINS “FORWARD-LOOKING” STATEMENTS WITHIN THE MEANING OF SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. SUCH STATEMENTS MAY INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE THE ACTUAL RESULTS, PERFORMANCE AND ACHIEVEMENTS TO BE DIFFERENT FROM THE FUTURE RESULTS, PERFORMANCE AND ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED THAT THE ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE SET FORTH IN THE FORWARD-LOOKING STATEMENTS. See “FORWARD-LOOKING STATEMENTS” and “RISK FACTORS” herein.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Private Placement Memorandum.

INVESTMENT IN THE CERTIFICATES IS SUBJECT TO SPECIAL RISK FACTORS. See “RISK FACTORS” herein.

[Remainder of Page Intentionally Left Blank]

TABLE OF CONTENTS

INTRODUCTION	1	The Legacy Hills Zone	32
PLAN OF FINANCE	1	The Legacy Hills Development and the	
The Zones	1	Legacy Hills Developer	33
The Certificates	2	The Creekview/Mobberly Zone	33
SOURCES AND USES OF FUNDS	3	The Creekview and Mobberly Development	
THE ISSUER	4	and the Creekview and Mobberly	
THE CERTIFICATES	4	Developer	34
General	4	TAXING PROCEDURES OF THE CITIES	35
Payment and Mandatory Redemption	5	Authority to Levy Taxes	35
Trustee	5	Valuation of Property for Taxation	36
Transfer, Registration and Exchange	6	Taxpayer Remedies	37
Restrictions on Initial Ownership and		Tax Rate Limitations	37
Subsequent Transfer	7	Levy and Collection of Taxes	39
Subordination	7	Rights in the Event of Tax Delinquencies	39
SECURITY AND SOURCE OF PAYMENT	7	Effect of FIRREA on Tax Collections	40
The Indenture	7	The Tax Code as it Applies to the Cities	40
Limited Recourse Obligations	7	Investment Policy	42
Costs of Issuance	8	RISK FACTORS	42
Proceeds Fund	8	Limited Recourse Obligations	42
Pledged Revenues and Pledged Revenue		Risks Inherent in Market Studies	42
Fund	8	Impact of Economic Conditions	42
Optional Redemption	9	Appraised Values	43
Events of Default	10	Uncertainty of Calculation and Collection of	
Application of Funds After Event of Default ..	10	Tax Increment	44
Remedies	11	Tax Rates: Impact on Land Values,	
Discharge of Indenture	12	Development	44
BOOK-ENTRY-ONLY SYSTEM	12	General Factors Affecting Taxable Values	
THE DEVELOPMENT AGREEMENTS	13	and Tax Increment	44
General	13	Decreases in Captured Appraised Value	44
Thunder Rock Development Agreement	14	Tax and Collection Rates May Decline	45
Legacy Hills Development Agreement	15	Risk from Weather Events	45
Creekview Development Agreement	16	Tax Collection Limitations and Foreclosure	
Mobberly Development Agreement	17	Remedies	45
THE ASSIGNMENT AGREEMENT	18	Limitations on Tax Collections and	
THE ZONES	19	Foreclosure Remedies	46
The Thunder Rock Zone	19	Limited Remedies After Default	46
The Legacy Hills Zone	20	Bankruptcy Limitation to Owners' Rights	46
The Creekview/Mobberly Zone	21	Exercise of Third Party Property Rights	46
THE MARKET STUDIES	22	Dependence Upon the Developers and the	
The Thunder Rock Property within the		Developments	46
Thunder Rock Zone	23	Hazardous Substances and Environmental	
The Legacy Hills Property within the		Risks	47
Legacy Hills Zone	24	Changes in State Law Affecting Each City's	
The Creekview Property within the		Economic Development Program	47
Creekview/Mobberly Zone	25	Changes in Tax Increment Legislation	48
The Mobberly Property within the		Marketability of the Certificates	48
Creekview/Mobberly Zone	26	LITIGATION	48
ANTICIPATED PAYMENT SCHEDULES	28	The Issuer	48
DEVELOPMENT AND EXPECTED		The Developers	48
DEVELOPMENT WITHIN THE ZONES	31	TAX MATTERS	48
The Thunder Rock Zone	31	CONTINUING DISCLOSURE OF	
The Thunder Rock Development and the		INFORMATION	51
Thunder Rock Developer	31	OTHER INFORMATION	51

No Rating	51
Registration and Qualification of Certificates for Sale	52
Legal Opinions and No-Litigation Certificate	52
Forward-Looking Statements	52
APPENDIX A FORM OF THE INDENTURE.....	1
APPENDIX B FORM OF THE ASSIGNMENT AGREEMENT	1
APPENDIX C THE DEVELOPMENT AGREEMENTS	1
APPENDIX D MAPS OF THE ZONES	1
APPENDIX E THE MARKET STUDIES	1
APPENDIX F PROJECT AND FINANCE PLANS	1
APPENDIX G THE DEVELOPMENTS	1
APPENDIX H FORM OF CONTINUING DISCLOSURE AGREEMENT	1
APPENDIX I FORM OF BOND COUNSEL OPINION.....	1

PRIVATE PLACEMENT MEMORANDUM

\$48,018,000

TEXAS COMBINED TIRZ I, LLC CERTIFICATES OF PARTICIPATION, SERIES 2024

INTRODUCTION

This Private Placement Memorandum, including the cover page and appendices hereto, is furnished in connection with the issuance by the Texas Combined TIRZ I, LLC (the “Issuer”) of \$48,018,000 Certificates of Participation, Series 2024 (the “Certificates”) as placed by SAMCO Capital Markets, Inc. (the “Placement Agent”). Unless otherwise defined herein, terms used in this Private Placement Memorandum have the meaning set forth in the Indenture.

The Certificates are being issued pursuant to the Indenture and a resolution of the Issuer (the “Resolution”).

There follows in this Private Placement Memorandum descriptions of the Certificates, the Resolution, the Indenture, the Assignment Agreement (as defined herein), the Market Studies (as defined herein) and certain other information about the Issuer, Reinvestment Zone Number Two, City of Marble Falls, Texas (the “Thunder Rock Zone”), Reinvestment Zone Number Thirteen, City of Celina, Texas (the “Legacy Hills Zone”), Reinvestment Zone Number Two, City of Pilot Point, Texas (the “Creekview/Mobberly Zone” together with the Thunder Rock Zone and the Legacy Hill Zone, the “Zones”), the current and proposed future development of the Zones, MM Marble Falls 1070, LLC, a Texas limited liability company (“Thunder Rock Developer”), MM Celina 3200, LLC, a Texas limited liability company (the “Legacy Hills Developer”), MM Mobberly 236, LLC, a Texas limited liability company (“Mobberly Developer 1”), MM Mobberly 13, LLC, a Texas limited liability company (“Mobberly Developer 2” together with Mobberly Developer 1, the “Mobberly Developer”), MM Creekview 1027, LLC, a Texas Limited Liability Company (the “Creekview Developer”), the Development Agreements (as defined herein), and certain agreements among each City, the Board of Directors of each Zone, each Developer and other parties relating to each Zone. All capitalized terms used herein which are not defined in the text of this Private Placement Memorandum shall have the meanings set forth in the Indenture (see APPENDIX A), except as otherwise indicated herein. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from the Placement Agent, 1700 Pacific Avenue Suite 4650, Dallas, Texas, 1-800-817-3466.

PLAN OF FINANCE

The Zones

Pursuant to the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended (the “Texas Act”), (1) the City Council of the City of Marble Falls, Texas, created, by Ordinance No. 2020-O-09A, dated September 15, 2020, Reinvestment Zone Number Two, City of Marble Falls, Texas (the “Thunder Rock Zone”), to promote the development and redevelopment of certain property (the “Thunder Rock Property”) in the Thunder Rock Zone through the use of tax increment financing (the “Thunder Rock Project”), (2) the City Council of the City of Celina, Texas, created, by Ordinance No. 2021-74, dated September 14, 2021, Reinvestment Zone Number Thirteen, City of Celina, Texas (the “Legacy Hills Zone”), to promote the development and redevelopment of certain property (the “Legacy Hills Property”) in the Legacy Hills Zone through the use of tax increment financing (the “Legacy Hills Project”), and (3) the City Council of the City of Pilot Point, Texas, created, by Ordinance No. 484-14-2022, dated April 14, 2022, Reinvestment Zone Number Two, City of Pilot Point, Texas (the “Creekview/Mobberly Zone”), to (i) promote the development and redevelopment of certain property (the “Creekview Property”) in the Creekview/Mobberly Zone through the use of tax increment financing (the “Creekview Project”) and (ii) promote the development and redevelopment of certain property (the “Mobberly Property”) in the Creekview/Mobberly Zone through the use of tax increment financing (the “Mobberly Project”).

Pursuant to (1) the Thunder Rock Development Agreement and the Thunder Rock Project and Finance Plan, the City of Marble Falls has agreed to deposit into a tax increment fund established for the Thunder Rock Zone (the

“Thunder Rock TIRZ Fund”) an economic development grant of 50% of the ad valorem tax increment attributable to the Thunder Rock Zone (the “Thunder Rock Revenues”) until the earlier of (i) 41 years from the date of the Thunder Rock Development Agreement and (ii) the date on which the aggregate amount of the Thunder Rock Revenues, including interest thereon, equals \$124,000,000 (the “Thunder Rock Termination Date”), (2) the Legacy Hills Development Agreement and the Legacy Hills Project and Finance Plan, the City of Celina has agreed to deposit into a tax increment fund established for the Legacy Hills Zone (the “Legacy Hills TIRZ Fund”) an economic development grant of \$0.10/\$100 of the ad valorem tax increment attributable to the Legacy Hills Zone (the “Legacy Hills Revenues”) until the earlier of (i) 36 years from the date of the Legacy Hills Development Agreement and (ii) the date on which the aggregate amount of the Legacy Hills Revenues, including interest thereon, equals \$106,494,281 (the “Legacy Hills Termination Date”), (3) the Creekview Development Agreement and the Creekview/Mobberly Project and Finance Plan, the City of Pilot Point has agreed to deposit into a tax increment fund established for the Creekview Property (the “Creekview TIRZ Fund”) an economic development grant of 55% of the ad valorem tax increment attributable to the Creekview Property (the “Creekview Revenues”) until the earlier of (i) 36 years from the date of the Creekview Development Agreement and (ii) the date on which the aggregate amount of the Creekview Revenues equals \$135,869,385 (the “Creekview Termination Date”) and (4) the Mobberly Development Agreement and the Creekview/Mobberly Project and Finance Plan, the City of Pilot Point has agreed to deposit into a tax increment fund established for the Mobberly Property (the “Mobberly TIRZ Fund”) an economic development grant of 55% of the ad valorem tax increment attributable to the Mobberly Property (the “Mobberly Revenues”) until the earlier of (i) 36 years from the date of the Mobberly Development Agreement and (ii) the date on which the aggregate amount of the Mobberly Revenues equals \$99,792,002 (the “Mobberly Termination Date”). See “DEVELOPMENT AGREEMENTS” and APPENDIX C.

Pursuant to the (1) Thunder Rock Partial Assignment Agreement, the Thunder Rock Developer assigned to 2M Holdings, LP, a Delaware limited partnership (the “TIRZ Revenue Holder”), its rights to be paid approximately 87% of the Thunder Rock Revenues owing to the Thunder Rock Developer under the Thunder Rock Development Agreement, (2) Legacy Hills Partial Assignment Agreement, the Legacy Hills Developer assigned to the TIRZ Revenue Holder its rights to be paid approximately 87% of the Legacy Hills Revenues owing to the Legacy Hills Developer under the Legacy Hills Development Agreement, (3) Creekview Partial Assignment Agreement, the Creekview Developer assigned to the TIRZ Revenue Holder its rights to be paid approximately 87% of the Creekview Revenues owing to the Creekview Developer under the Creekview Development Agreement and (4) Mobberly Partial Assignment Agreement, the Mobberly Developer assigned to the TIRZ Revenue Holder its rights to be paid approximately 87% of the Mobberly Revenues owing to the Mobberly Developer under the Mobberly Development Agreement. Pursuant to the Assignment Agreement, the TIRZ Revenue Holder has assigned to the Issuer its rights to be paid (1) the Thunder Rock Revenues owing to the Thunder Rock Developer under the Thunder Rock Development Agreement and pursuant to the Thunder Rock Partial Assignment Agreement (the “Thunder Rock Pledged Revenues”), (2) the Legacy Hills Revenues owing to the Legacy Hills Developer under the Legacy Hills Development Agreement and pursuant to the Legacy Hills Partial Assignment Agreement (the “Legacy Hills Pledged Revenues”), (3) the Creekview Revenues owing to the Creekview Developer under the Creekview Development Agreement and pursuant to the Creekview Partial Assignment Agreement (the “Creekview Pledged Revenues”) and (4) the Mobberly Revenues owing to the Mobberly Developer under the Mobberly Development Agreement and pursuant to the Mobberly Partial Assignment Agreement (the “Mobberly Pledged Revenues”). See “THE ASSIGNMENT AGREEMENT” herein.

The Certificates

The Certificates are issued for the purpose of providing funds to finance the Projects and to pay certain costs of issuance of the Certificates. The Developers and the TIRZ Revenue Holder have applied for the financial assistance of the Issuer. Pursuant to the Assignment Agreement, the TIRZ Revenue Holder has assigned to the Issuer its rights to be paid the Pledged Revenues owing to the TIRZ Revenue Holder under the Partial Assignment Agreements (as defined herein).

[Remainder of Page Intentionally Left Blank]

SOURCES AND USES OF FUNDS

Sources of Funds

Purchase Price of the Certificates	\$48,018,000.00
Total Sources of Funds	\$

Uses of Funds

Reimbursement to Developers	\$44,656,740.00
Costs of Issuance and Fees [†]	\$3,361,260.00
Total Uses of Funds	\$48,018,000.00

[†] Cost of issuance includes deposit to Placement Agent's fee, legal and other related transaction fees.

[Remainder of Page Intentionally Left Blank]

THE ISSUER

The Issuer is anticipated to be a newly created entity, as a single-purpose limited liability company organized for the purpose of acquiring, owning, improving and selling real property related to the Project. The Issuer is one of various entities in which Mr. Mehrdad Moayedi or a related individual is a member and which operate under the Centurion American Custom Homes Inc. d/b/a Centurion American Development Group Inc. brand (“Centurion”) to manage and develop real estate projects throughout the State of Texas. 2M Holdings, LP is expected to be the sole member and manager of the Issuer.

THE OBLIGATIONS OF THE ISSUER UNDER THE CERTIFICATES AND THE INDENTURE ARE LIMITED RECOURSE OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE TRUST ESTATE IN ACCORDANCE WITH THE INDENTURE, AND FOLLOWING REALIZATION OF THE TRUST ESTATE IN ACCORDANCE WITH THE INDENTURE, ALL CLAIMS OF CERTIFICATE OWNERS SHALL BE EXTINGUISHED AND SHALL NOT THEREAFTER REVIVE. NONE OF THE CERTIFICATE OWNERS MAY, PRIOR TO THE DATE WHICH IS ONE YEAR AND ONE DAY (OR IF LONGER, ANY APPLICABLE PREFERENCE PERIOD PLUS ONE DAY) AFTER THE PAYMENT IN FULL OF ALL CERTIFICATES AND ANY OTHER DEBT OBLIGATIONS OF THE ISSUER THAT HAVE BEEN RATED UPON ISSUANCE BY ANY RATING AGENCY AT THE REQUEST OF THE ISSUER, INSTITUTE AGAINST, OR JOIN ANY OTHER PERSON IN INSTITUTING AGAINST, THE ISSUER ANY BANKRUPTCY, REORGANIZATION, ARRANGEMENT, INSOLVENCY, MORATORIUM OR LIQUIDATION PROCEEDINGS, OR OTHER PROCEEDINGS UNDER U.S. FEDERAL OR STATE BANKRUPTCY OR SIMILAR LAWS OF ANY JURISDICTION. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE CERTIFICATES AND THE TERMS OF THE INDENTURE, THE TERMS OF THE INDENTURE SHALL GOVERN.

The Issuer is not anticipated to have any operating business and is not expected to generate periodic revenues. The Issuer is expected to be a Delaware limited liability company. The Issuer is not anticipated to have any employees.

THE CERTIFICATES

General

The Certificates will be dated the date of initial delivery and will be issued as fully registered certificates in one series of Certificates, in minimum denominations of \$100,000 and increments of \$1.00 in excess thereof, without interest coupons. No interest is payable on the Certificates. The Certificates will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company New York, New York (“DTC”), pursuant to the Book-Entry-Only System described herein. See “THE CERTIFICATES – Book-Entry-Only- System” herein.

THE CERTIFICATES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY TO A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN RELIANCE ON THE EXEMPTION FROM SECURITIES ACT REGISTRATION PROVIDED BY SUCH RULE THAT IS NOT A BROKER-DEALER WHICH OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S. \$25 MILLION IN SECURITIES OF ISSUERS THAT ARE NOT AFFILIATED PERSONS OF THE DEALER AND IS NOT A PLAN REFERRED TO IN PARAGRAPH (A)(1)(i)(D) OR (A)(1)(i)(E) OF RULE 144A OR A TRUST FUND REFERRED TO IN PARAGRAPH (A)(1)(i)(F) OF RULE 144A THAT HOLDS THE ASSETS OF SUCH A PLAN, IF INVESTMENT DECISIONS WITH RESPECT TO THE PLAN ARE MADE BY THE BENEFICIARIES OF THE PLAN.

ANY TRANSFER, PLEDGE OR OTHER USE OF THE CERTIFICATES FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER, CEDE & CO., HAS AN INTEREST IN THE CERTIFICATES, UNLESS THE CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (“DTC”), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR OF SUCH OTHER ENTITY AS

IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO.).

Payment and Mandatory Redemption

The Certificates shall be dated December 19, 2024. On the 15th day of March, June, September and December of each year (or, if such day is not a Business Day, the next succeeding Business Day), beginning March 2025 (the “Certificate Payment Date”), up until the TIRZ Termination Date and TIRZ Termination Date, the Certificates shall be subject to mandatory redemption at the Mandatory Payment Amount from the funds on deposit in the Pledged Revenue Fund based on each Owner’s Certificate Pro Rata Share. No interest is payable on the Certificates. “Mandatory Payment Amount” means, with respect to each Certificate Payment Date, the Certificate Pro Rata Share due on each Certificate on such Certificate Payment Date.

The Mandatory Payment Amount shall be paid (i) by the Paying Agent by wire transfer in immediately available funds to the Owner hereof as it appears on the certificate registration books of the Issuer, kept by Computershare Trustee Company, National Association, as certificate registrar (in such capacity “Certificate Registrar”) on the fifteenth calendar day of the month preceding a Certificate Payment Date (the “Record Date”), or (ii) pursuant to other customary arrangements made by such registered Owner and acceptable to the Paying Agent. “Owner” means, if the Certificates are not held under the Book Entry-Only System, the registered owner of any Certificate, and means, if the Certificates are held under the Book Entry-Only System, the Beneficial Owner of the Certificates.

“Certificate Pro Rata Share” means, with respect to any Certificate on any date, the pro rata share of the Pledged Revenues attributable to such Certificate on such date determined by multiplying the total amount of such Pledged Revenues to be paid to the Certificate Owners on such date by the percentage of the Purchase Price evidenced by such Certificate.

The Trustee shall pay from the Pledged Revenue Fund (a) first, any authorized fees and expenses of the Trustee, including without limitation, those payable under the Indenture and the Issuer including, without limitation, the Additional Payments when such fees are due and (b) second, on each Certificate Payment Date all of the Pledged Revenues (after the payments in clause (a), if any) in the Pledged Revenue Fund to the Owners in an amount equal to their Certificate Pro Rata Share; *provided* that, if on any Certificate Payment Date, there are funds on deposit in the Pledged Revenue Fund in excess of the amount required to achieve for each Certificate Owner the Required IRR, the Trustee shall distribute to each Certificate Owner an amount equal to such Certificate Owner’s Required IRR. Following such distribution, any amounts exceeding the Certificate Owners’ Required IRR shall be distributed by the Trustee to the Issuer.

“Required IRR” means, with respect to each Certificate Owner, the amount required to achieve for each such Certificate Owner the applicable IRR set forth below:

Term	Required IRR
1-5 years	12.00%
6 years	11.00%
7 years	10.00%
8-11 years	9.00%

See “SECURITY AND SOURCE OF PAYMENT” and APPENDIX A.

Trustee

The initial Trustee is Computershare Trustee Company, National Association. Pursuant to the Indenture, the Initial Purchaser or a Majority of Owners retains the right to remove the Trustee and any successor thereto upon thirty (30) days’ written notice. The Trustee may at any time resign by giving not fewer than thirty (30) days’ written notice of such resignation to the Issuer, to the Initial Purchaser and by first class mail to each Owner of any Certificates then

Outstanding. In the case of removal or resignation of the Trustee, a successor may be appointed by the Initial Purchaser or a Majority of Owners, by an instrument or substantially concurrent instruments in writing executed by the Initial Purchaser or such Owners, as applicable, or by its or their duly authorized attorneys-in-fact; provided that any such successor will be a trust company or commercial bank organized and doing business in the United States, in good standing and having a reported capital and surplus of not less than \$50,000,000, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms. Any removal or resignation of a Trustee and appointment of a successor Trustee shall become effective only upon the acceptance of appointment by the successor Trustee. If, within sixty (60) days after notice of the removal or resignation of the Trustee no successor Trustee shall have been appointed and shall have accepted such appointment, the removed or resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

In the event the Book-Entry-Only System should be discontinued, payments on the Certificates will be payable to the Owner pursuant to the provisions of the Indenture.

Transfer, Registration and Exchange

Certificates initially authenticated under the Indenture may, at the option of the Owner thereof, be exchanged for Certificates of different denominations. Any Certificates delivered in exchange for the Certificates initially authenticated under the Indenture shall have the same percentage of the Purchase Price and be in denominations authorized by the Indenture as the Certificates to be exchanged at the time of the exchange. Certificates delivered in exchange for the Certificates authenticated under the Indenture shall be further exchangeable, upon the same terms and conditions as the Certificates authenticated under the Indenture.

The Trustee is appointed as Certificate Registrar and as such shall keep the Certificate Registration Books. At reasonable times and under reasonable regulations established by the Trustee, the Certificate Registration Books may be inspected and copied by the Issuer, by the Initial Purchaser or by any Owner (or legal representative thereof) of 25% or more of the percentage of the Purchase Price of the Certificates then Outstanding.

The transfer of any Certificate issued pursuant to the provisions of the Indenture may be registered only upon the Certificate Registration Books upon surrender of such Certificate to the Certificate Registrar together with (i) an assignment duly executed by the Owner or his legal representative in the form in the Indenture prescribed and a guarantee of signature in a form acceptable to the Certificate Registrar and (ii) an instrument in writing duly executed by the Owner and the transferee(s) certifying as to the percentage(s) of such Certificate (or portion thereof) being transferred to such transferee(s). The transferor shall also provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

In all cases in which Certificates shall be exchanged or the transfer of Certificates shall be registered under the Indenture, the Issuer shall execute, and the Trustee shall authenticate and deliver at the earliest practicable time Certificates in accordance with the provisions of the Indenture. The Trustee shall provide, and shall be responsible for determining all appropriate information in connection with the transfer or exchange of Certificates pursuant to the provisions of the Indenture including calculations as to the denominations of and percentages of the Purchase Price evidenced by all such Certificates. All Certificates surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Trustee unless the Issuer shall direct the Trustee in writing to hold such Certificates in safekeeping for delivery in exchange for Certificates in accordance with the provisions of the Indenture. The Issuer or the Trustee may make a charge to the Certificate Owner for every such exchange or registration of transfer of Certificates sufficient to reimburse it for any tax, fee, or other governmental charge required to be paid, and any and all expenses incurred, with respect to such exchange or registration of transfer, and such charge shall be paid before any such new Certificate shall be delivered. Neither the Issuer nor the Trustee shall be required to make any such exchange or registration of transfer of Certificates during the period from the Record Date immediately preceding the Certificate Payment Date to said Certificate Payment Date on the Certificates.

As to any Certificate, the person in whose name the same shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of the Certificate Pro Rata Share of any such Certificate shall be made only to or upon the order of the Owner thereof or his legal representative as of the applicable Record

Date. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

Restrictions on Initial Ownership and Subsequent Transfer

Each initial Beneficial Owner (as defined in the Indenture) of the Certificates shall be a “Qualified Institutional Buyer” (as defined in Rule 144A under the Securities Act) that has provided an Investor Letter in the form of Exhibit B thereto to the Issuer and the Trustee. Thereafter, neither the Certificates nor any beneficial ownership interest in the Certificates may be transferred by the Beneficial Owner thereof except in minimum authorized denominations to any person that is a “qualified institution buyer.” The Trustee shall have no obligation to monitor whether this transfer restriction is met upon any transfer of the Certificates. The Issuer may remove the foregoing restrictions without notice to or consent of any Beneficial Owner.

Subordination

The Certificate Owners agree, for the benefit of all Certificate Owners, not to cause the filing of a petition in bankruptcy against the Issuer until the payment in full of all Certificates (and any other debt obligations of the Issuer that have been rated upon issuance by any rating agency at the request of the Issuer) and the expiration of a period equal to one year and one day or, if longer, the applicable preference period then in effect plus one day, following such payment in full. In the event one or more Certificate Owners cause the filing of a petition in bankruptcy against the Issuer prior to the expiration of such period, any claim that such Certificate Owners have against the Issuer or with respect to the Trust Estate (including any proceeds thereof) shall, notwithstanding anything to the contrary in this Indenture and notwithstanding any objection to, or rescission of, such filing, be fully subordinate in right of payment to the claims of each Certificate Owner (and each other secured creditor of the Issuer) that does not seek to cause any such filing, with such subordination being effective until each Certificate (and each claim of each other secured creditor) held by each Certificate Owner that does not seek to cause any such filing is paid in full in accordance with the terms and provisions of this Indenture (after giving effect to such subordination). The foregoing language in the Indenture shall constitute a “subordination agreement” within the meaning of Section 510(a) of the U.S. Bankruptcy Code.

SECURITY AND SOURCE OF PAYMENT

The Indenture

The Certificates are issued pursuant to the terms of the Indenture. Pursuant to the provisions of the Indenture, the Trust Estate (including all Pledged Revenues and any other amounts held by the Trustee in any fund or account established under the Indenture) are irrevocably pledged to the payment of the Certificates, and the Pledged Revenues may not be used for any other purpose while any of the Certificates remain Outstanding. The pledge shall constitute a pledge of and charge and lien upon the Pledged Revenues and all other moneys on deposit in the funds and accounts established in the Indenture for the payment of the Certificates.

In order to carry out and effectuate the pledge, charge and lien contained in the Indenture, the Issuer agrees and covenants that all Pledged Revenues when and as received shall be received by the Issuer shall be transferred when and as received by the Issuer to the Trustee for deposit in the Pledged Revenue Fund (as defined herein), which fund the Issuer has covenanted to maintain with the Trustee so long as any Certificates shall be Outstanding. All Pledged Revenues shall be accounted for through and held in trust in the Pledged Revenue Fund, and the Issuer shall have no beneficial right or interest in any of the Pledged Revenues except as provided in the Indenture. The Indenture does not provide for the issuance of additional parity debt. A copy of the Indenture is provided in APPENDIX A hereto.

Limited Recourse Obligations

The Certificates are limited recourse obligations of the Issuer payable solely from the Trust Estate (as defined in the Indenture), which includes the Pledged Revenues and any other amounts held by the Trustee in any fund or account established in the Indenture, which includes amounts deposited into the pledged revenue fund established

with the Trustee (the “Pledged Revenue Fund”) pursuant to the Indenture. Following realization of the Trust Estate, and application of the proceeds thereof in accordance with the terms of the Indenture, all obligations of and any claims against the Issuer thereunder or in connection therewith after such realization shall be extinguished and shall not thereafter revive. No recourse shall be had against any officer, director, employee, shareholder or incorporator of the Issuer or its affiliates, successors or assigns for any amounts payable under the Certificates or the Indenture.

The Certificates are not obligations of the Cities, the State of Texas, or any entity other than the Issuer. The Issuer is not obligated to pay the Certificates from any moneys of the Issuer other than from the Trust Estate. The Issuer has no taxing powers.

Costs of Issuance

Pursuant to the Indenture, the Trustee has created the Costs of Issuance Fund. All money in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay Costs of Issuance as set forth in the closing memorandum or other similar document delivered to the Trustee on the Closing Date (the “Closing Memorandum”) or other document signed by the Issuer. Following disbursement of the amounts on deposit in the Costs of Issuance Fund in accordance with the Closing Memorandum, the Costs of Issuance Fund shall be closed.

Proceeds Fund

Pursuant to the Indenture, the Trustee has created the Proceeds Fund. The Trustee shall deposit in the Proceeds Fund the amount to be deposited therein pursuant to the Closing Memorandum. All money in the Proceeds Fund shall be used and withdrawn by the Trustee as set forth in the Closing Memorandum or other document signed by the Issuer. Following disbursement of the amounts on deposit in the Proceeds Fund in accordance with the Closing Memorandum, the Proceeds Fund shall be closed.

Pledged Revenues and Pledged Revenue Fund

The Pledged Revenues pledged to the payment of the Certificate Pro Rata Share of the Certificates are derived from payments to be made by the relevant Cities to the relevant Developer under the relevant Developer Agreement, as assigned to the TIRZ Revenue Holder pursuant to the Partial Assignment Agreements. See “DEVELOPMENT AGREEMENTS” and “ASSIGNMENT AGREEMENT.” The TIRZ Revenue Holder has assigned its interest in payments to be made under the relevant Partial Assignment Agreement with Pledged Revenues to the Issuer pursuant to the Assignment Agreement. As a result, the Pledged Revenues and all interest or other investment income thereon, have been assigned to the Issuer. See “THE ASSIGNMENT AGREEMENT.”

The Issuer shall not be obligated to pay the Certificate Pro Rata Share or any costs incidental thereto, except from the Trust Estate. The Issuer shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with the Indenture or the Certificates except only to the extent the Pledged Revenues from the Cities are received by the Issuer.

Pursuant to the Indenture the Trustee shall establish and maintain so long as any Certificates are Outstanding, the Pledged Revenue Fund.

The Trustee shall pay from the Pledged Revenue Fund (a) first, any authorized fees and expenses of the Trustee, including without limitation, those payable under the Indenture, and the Issuer, including, without limitation, the Additional Payments when such fees are due and (b) second, on each Certificate Payment Date all of the Pledged Revenues (after the payments in clause (a), if any) in the Pledged Revenue Fund to each Owner in an amount equal to its Certificate Pro Rata Share; *provided* that, if on any Certificate Payment Date, there are funds on deposit in the Pledged Revenue Fund in excess of the amount required to achieve for each Certificate Owner the Required IRR, the Trustee shall distribute to each Certificate Owner an amount equal to such Certificate Owner’s Required IRR. Following such distribution, any amounts exceeding the Certificate Owners’ Required IRR shall be distributed by the Trustee to the Issuer.

The Trustee shall pay from the Pledged Revenue Fund to the Issuer, the “Additional Payments” described above and not otherwise received by the Issuer from Developers under the Indemnification Agreement, dated as of the Closing Date, by and among the Issuer, the Developers, the Placement Agent and the Trustee, as such agreement may be amended from time to time (the “Indemnification Agreement”), as follows:

- (a) All taxes and assessments of any type or character charged to the Issuer affecting the amount available to the Issuer from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments);
- (b) The actual fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Issuer in connection with the performance of its duties under the Indenture and to prepare audits, financial statements, reports, opinions or provide such other services required under the Indenture or the other Certificate Documents, including, but not limited to, any audit or inquiry by the Internal Revenue Service or any other governmental body; and
- (c) The actual fees and expenses of the Issuer or any agent or attorney selected by the Issuer to act on its behalf in connection with the Indenture, the Certificates, or the other Certificate Documents, including, without limitation, any and all actual expenses incurred in connection with the authorization, issuance, sale and delivery of any such Certificates or in connection with any litigation, investigation, inquiry or other proceeding which may at any time be instituted involving the Indenture, the other Certificate Documents, the Certificates or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Projects or otherwise in connection with the administration of the Indenture and the Certificate Documents.

Such Additional Payments shall be billed to the Trustee by the Issuer from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Issuer for one or more of the above items. After such a demand, amounts so billed shall be paid by the Trustee from the Pledged Revenue Fund within thirty (30) days after receipt of the bill by the Trustee.

The Trustee may establish temporary funds or accounts in its records to facilitate the deposits and transfers set forth above.

Optional Redemption

The TIRZ Revenue Holder may elect to redeem the Certificates, in whole, on any Business Day by (a) delivering to the Trustee and the Issuer a duly executed Redemption Direction and (b) remitting to the Trustee a redemption price that achieves, for each Certificate Owner, the Required IRR (the “Optional Redemption Amount”), as calculated by the TIRZ Revenue Holder and confirmed by the Trustee. To achieve the Required IRR for each Certificate Owner, the TIRZ Revenue Holder may, in addition to funds then on deposit in the Pledged Revenue Fund, contribute funds from external revenue sources (the “External Revenue”). The TIRZ Revenue Holder shall pay the Optional Redemption Amount to the Trustee by the proposed Redemption Date specified in the Redemption Direction. Upon receipt by the Trustee of the duly executed Redemption Direction and the Optional Redemption Amount, the Trustee is hereby authorized and directed to distribute such amount to the Certificate Owners pro rata based on their respective ownership interests. Following such distribution, any amounts exceeding the Optional Redemption Amount, including, without limitation, any External Revenue, shall be distributed by the Trustee to the Issuer.

Notice of optional redemption pursuant to the Indenture shall be mailed by first-class mail by the Trustee, not less than ten (10) days prior to the applicable Redemption Date to: (i) the respective Certificate Owners designated for redemption at their addresses appearing on the registration books of the Trustee, (ii) the Issuer, and (iii) DTC. Notice of optional redemption to DTC shall be given by electronic mail, overnight courier delivery or facsimile transmission. Each notice of optional redemption shall state (i) the date of such notice, (ii) the Redemption Date, (iii) the Optional Redemption Amount and (iv) the CUSIP number(s). Failure to receive such notice shall not invalidate any of the proceedings taken in connection with such optional redemption.

In the event of any optional redemption of the Certificates, the Trustee shall mail a notice of optional redemption in accordance with the foregoing paragraph upon receipt of the Redemption Direction from the TIRZ Revenue Holder, received by the Trustee at least fifteen (15) days prior to the proposed Redemption Date; provided that the redemption of the Certificates may be expressly conditioned upon the receipt of funds by the Trustee on or prior to the Redemption Date. The failure to provide such funds shall result in a rescission of such Redemption Direction, shall not constitute a default by the Issuer, and the Certificates that were to be redeemed shall remain Outstanding and subject to future redemption in accordance with the terms hereof.

If notice of optional redemption has been duly given as aforesaid and money for the payment of the Optional Redemption Amount is held by the Trustee, then, on the Redemption Date designated in such Redemption Direction, Certificates so called for redemption shall become due and payable, and, from and after the Redemption Date, the Certificates Owners shall have no rights in respect thereof except to receive payment of the Optional Redemption Amount.

All Certificates redeemed pursuant to the provisions of the Indenture shall be cancelled and destroyed by the Trustee pursuant to its retention policy then in effect and, upon written request by the Issuer, the Trustee shall provide confirmation of such destruction.

All redemptions pursuant to the Indenture shall be in principal amounts of no less than \$5,000.

Events of Default

Each of the following events is an “Event of Default” under the Indenture:

- (a) Failure by a City to transfer the Pledged Revenues to the Pledged Revenue Fund.
- (b) Failure by the Issuer to perform or observe any other of the covenants, agreements, or conditions to be performed or observed on its part contained in the Indenture or in the Outstanding Certificates and continuance thereof for the period after notice specified in the Indenture.
- (c) A proceeding or case shall be commenced, without the application or consent of the Issue, the TIRZ Revenue Holder or a Developer, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, arrangement, dissolution, winding up, composition or adjustment of debts of the Issuer, TIRZ Revenue Holder or a Developer, as applicable, (ii) the appointment of a trustee, receiver, custodian, assignee, sequestrator, liquidator or similar official of the Issuer, TIRZ Revenue Holder or a Developer, as applicable, or of all or any substantial part of its assets, or (iii) similar relief in respect of the Issuer, TIRZ Revenue Holder or a Developer, as applicable, under any law relating to bankruptcy, insolvency, reorganization, arrangement, winding up, composition or adjustment of debts and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of ninety (90) days from the commencement of such proceeding or case or the date of such order, judgment or decree, or an order for relief against the Issuer, TIRZ Revenue Holder or a Developer, as applicable, shall be entered in an involuntary case under the Bankruptcy Code.

Application of Funds After Event of Default

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall be used prior to any other payment to any other person under this Article (i) FIRST to pay any of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities, attorney’s fees, and advances incurred or made by the Trustee in connection therewith; (ii) SECOND, to pay or reimburse the Trustee for all of its fees or expenses incurred to the date thereof; (iii) THIRD, to the payment of fees, costs and expenses of the Issuer (including, without limitation, indemnification payments); and (iv) FOURTH, to be deposited in the Pledged Revenue Fund and all moneys in the Pledged Revenue Fund shall be applied to the payment of Certificate Pro Rata Shares.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine is appropriate upon due consideration of the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds it shall fix the date (which shall be a Certificate Payment Date unless it shall deem another date more suitable) upon which such application is to be made. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Owner of any Certificate until such Certificate shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Remedies

Upon the occurrence of an Event of Default, the Trustee may proceed to pursue any available remedy by suit at law or in equity to enforce the payment of the Certificate Pro Rata Share to the Owners, including, without limitation, the following:

- (a) By mandamus, or other suit, action, or proceeding at law or in equity, as the Trustee shall deem most effective to protect and enforce all rights of the Certificate Owners, require the Issuer or any other relevant party to carry out their respective covenants, agreements, and obligations under the Indenture according to its terms;
- (b) Bring suit upon the Indenture and the Certificates;
- (c) By action, suit, or proceeding at law or in equity require the Issuer to account as if it were the trustee of an express trust for the Certificate Owners; or
- (d) By action, suit, or proceeding at law or in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Certificate Owners.

THE PAYMENT OF THE CERTIFICATE PRO RATA SHARE SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES. In the event of the occurrence of an Event of Default, the right of acceleration of the Certificates is not granted as a remedy under the Indenture and the right of acceleration under the Indenture is expressly denied. For avoidance of doubt, the foregoing limitations shall not impair or impede the payment or application of any funds or moneys, including, but not limited to the Pledged Revenues, held in the Trust Estate, including, but not limited to the Pledged Revenue Fund, to the payment of Certificate Pro Rata Shares, the Optional Redemption Amount or the Mandatory Payment Amounts.

If an Event of Default shall have occurred, and if requested to do so by the Initial Purchaser or a Majority of Owners and if indemnified as provided in the Indenture, the Trustee shall be obligated to exercise one or more of the lawful rights and powers conferred by this Section, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Certificate Owners.

No remedy by the terms of the Indenture conferred upon or reserved to the Trustee (or to the Certificate Owners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or the Certificate Owners under the Indenture or now or hereafter existing at law, in equity, or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence in the Indenture; and every such right and power may be exercised from time to time as often as may be deemed expedient by the Trustee or the Certificate Owners as the case may be.

No waiver of any default or Event of Default under the Indenture, whether by the Trustee or the Certificate Owners shall extend to or shall affect any subsequent default or Event of Default or shall impair any right or remedies consequent thereon.

Discharge of Indenture

On the Indenture Termination Date, if the Issuer shall have paid or caused to be paid to the Trustee, and the Trustee shall have paid to the Owners, all sums of money due or to become due according to the provisions of the Indenture, then these presents and the estate and rights hereby granted shall cease, determine, and be void, whereupon the Trustee shall cancel and discharge the lien of the Indenture, and release, assign, and deliver unto the Issuer any and all the estate, right, title, and interest in and to any and all rights assigned to the Trustee or otherwise subject to the lien of the Indenture.

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Certificates is to be transferred and how payments on the Certificates are to be paid to and credited by DTC while the Certificates are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Private Placement Memorandum. The Issuer believes the source of such information to be reliable, but takes no responsibility for the accuracy or completeness thereof.

The Issuer cannot and does not give any assurance that (1) DTC will distribute payments on the Certificates, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute payments paid to DTC or its nominee (as the registered owner of the Certificates), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Private Placement Memorandum. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Certificates. The Certificates will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+". The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The information contained in such website is not incorporated by reference herein.

Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect

Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Certificates unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an omnibus proxy (the "Omnibus Proxy") to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments on the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Trustee, on payable dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Use of Certain Terms in Other Sections of this Private Placement Memorandum. In reading this Private Placement Memorandum it should be understood that while the Certificates are in the Book-Entry-Only System, references in other sections of this Private Placement Memorandum to registered owners should be read to include the person for which the Cities acquire an interest in the Certificates, but (i) all rights of ownership must be exercised through DTC and the Book-Entry- Only System, and (ii) except as described above, notices that are to be given to registered owners under the Indenture will be given only to DTC.

Information concerning DTC and the Book-Entry-Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Issuer or the Placement Agent.

Effect of Termination of Book-Entry-Only System. In the event that the Book-Entry-Only System is discontinued by DTC or the use of the Book-Entry-Only System is discontinued by the Issuer, printed certificates will be issued to the holders and the Certificates will be subject to transfer, exchange and registration provisions as set forth in the Ordinance and summarized under "THE CERTIFICATES – Transfer, Exchange and Registration" herein.

THE DEVELOPMENT AGREEMENTS

General

Pursuant to (1) the Thunder Rock Development Agreement and the Thunder Rock Project and Finance Plan, the City of Marble Falls has agreed to deposit into a tax increment fund established for the Thunder Rock Zone (the

“Thunder Rock TIRZ Fund”) an economic development grant of 50% of the ad valorem tax increment attributable to the Thunder Rock Zone (the “Thunder Rock Revenues”) until the earlier of (i) 41 years from the date of the Thunder Rock Development Agreement and (ii) the date on which the aggregate amount of the Thunder Rock Revenues, including interest thereon, equals \$124,000,000 (the “Thunder Rock Termination Date”), (2) the Legacy Hills Development Agreement and the Legacy Hills Project and Finance Plan, the City of Celina has agreed to deposit into a tax increment fund established for the Legacy Hills Zone (the “Legacy Hills TIRZ Fund”) an economic development grant of \$0.10/\$100 of the ad valorem tax increment attributable to the Legacy Hills Zone (the “Legacy Hills Revenues”) until the earlier of (i) 36 years from the date of the Legacy Hills Development Agreement and (ii) the date on which the aggregate amount of the Legacy Hills Revenues, including interest thereon, equals \$106,494,281 (the “Legacy Hills Termination Date”), (3) the Creekview Development Agreement and the Creekview/Mobberly Project and Finance Plan, the City of Pilot Point has agreed to deposit into a tax increment fund established for the Creekview Property (the “Creekview TIRZ Fund”) an economic development grant of 55% of the ad valorem tax increment attributable to the Creekview Property (the “Creekview Revenues”) until the earlier of (i) 36 years from the date of the Creekview Development Agreement and (ii) the date on which the aggregate amount of the Creekview Revenues equals \$135,869,385 (the “Creekview Termination Date”) and (4) the Mobberly Development Agreement and the Creekview/Mobberly Project and Finance Plan, the City of Pilot Point has agreed to deposit into a tax increment fund established for the Mobberly Property (the “Mobberly TIRZ Fund”) an economic development grant of 55% of the ad valorem tax increment attributable to the Mobberly Property (the “Mobberly Revenues”) until the earlier of (i) 36 years from the date of the Mobberly Development Agreement and (ii) the date on which the aggregate amount of the Mobberly Revenues equals \$99,792,002 (the “Mobberly Termination Date”).

“Captured Appraised Value” is defined as the taxable value of each Zone for each year during the term of the applicable Zone, as calculated and confirmed annually by the applicable Appraisal District, less the total appraised value of taxable real property in the applicable Zone at the time of creation of the applicable Zone.

Thunder Rock Development Agreement

Pursuant to the TIRZ No. 2 Economic Development Agreement by and among MM Marble Falls 1070, LLC (the “Thunder Rock Developer”), the City of Marble Falls, Texas (“City of Marble Falls”) and the Board of Directors of Reinvestment Zone Number Two, City of Marble Falls, Texas (the “Thunder Rock Zone”) dated December 7, 2021 (the “Thunder Rock Development Agreement”) and the Thunder Rock Project and Finance Plan, the City of Marble Falls has agreed to deposit into a tax increment fund established for the Thunder Rock Zone (the “Thunder Rock TIRZ Fund”) 50% of the ad valorem tax increment attributable to the Thunder Rock Zone (the “Thunder Rock Revenues”) until the earlier of (i) 41 years from the date of the Thunder Rock Development Agreement and (ii) the date on which the aggregate amount of the 50% of Thunder Rock Revenues equals \$124,000,000 (the “Thunder Rock Termination Date”).

Pursuant to the Thunder Rock Development Agreement and the Thunder Rock Project and Finance Plan, the City of Marble Falls and the Thunder Rock Zone agreed to allocate or dedicate the TIRZ Revenues collected from the City of Marble Falls ad valorem TIRZ increment to the City of Marble Falls, and such TIRZ Revenues shall be used in the following order of priority:

- 1) First, to pay administrative expenses of the Thunder Rock Zone;
- 2) Second, up to the TIRZ maximum annual credit amount to pay all or a portion of the Assessments levied within the District securing each series of PID Bonds (as defined in the Thunder Rock Development Agreement), as further outlined in the Thunder Rock Development Agreement;
- 3) Third, to provide grants to the Thunder Rock Developer in the form of a Chapter 380 grant each year in accordance with the Thunder Rock Development Agreement and the Thunder Rock Project and Finance Plan, to the extent there is a sufficient remaining balance of monies in the TIRZ Fund section 1 and 2 above (the “Thunder Rock Pledged Revenues”).

Such grant to the Thunder Rock Developer is to be provided as (A) reimbursement for completed TIRZ Projects, including a completed segment, section, or portion of a TIRZ Project as set forth in the Thunder Rock Project and Finance Plan and (B) reimbursement to the Thunder Rock Developer for other projects and costs. Such grants

shall not exceed \$124,000,000.00, including interest on the balance, during the term of the Thunder Rock Development Agreement and shall be used for reimbursement of the Thunder Rock Developer's costs expended as provided in the Thunder Rock Development Agreement.

Interest on the balance is to accrue at a rate of six percent (6%) annually beginning on the anniversary date of the sale of PID Bonds. To receive grants, Thunder Rock Developer shall, prior to May 1 each year, submit a TIRZ reimbursement certificate to the City Representative (as defined in the Thunder Rock Development Agreement) (the "TIRZ Reimbursement Certificate"), including documentation demonstrating compliance with the terms of the Thunder Rock Development Agreement and the Project and Finance Plan. The City Representative shall review each TIRZ Reimbursement Certificate within fifteen (15) business days of receipt thereof and upon approval payment shall be made to the Thunder Rock Developer as specified in the TIRZ Reimbursement Certificate and the Thunder Rock Development Agreement within such fifteen (15) business days period. If a TIRZ Reimbursement Certificate is approved only in part, the City Representative shall specify the extent to which the TIRZ Reimbursement Certificate is approved and payment for such partially approved TIRZ Reimbursement Certificate shall be made to the Thunder Rock Developer as specified in the Thunder Rock Development Agreement, provided that funds are available in the TIRZ Fund. Such payments to the Thunder Rock Developer are contingent upon the Thunder Rock Developer's ongoing compliance with the terms and conditions of the Thunder Rock Development Agreement and such payments may be suspended during any period of non-compliance. The Thunder Rock Zone must maintain a minimum balance of ten thousand dollars (\$10,000) in the TIRZ fund to pay unexpected administrative expenses. See APPENDIX C – THE DEVELOPMENT AGREEMENTS and APPENDIX F – THE PROJECT AND FINANCE PLANS.

The assignment of the Thunder Rock Pledged Revenues does not require consent of the City of Marble Falls; however, notice to the City of Marble Falls is required. Within at least thirty (30) days of the assignment and sale of the Thunder Rock Pledged Revenues to the Issuer by the Thunder Rock Developer, the Thunder Rock Developer will provide the City of Marble Falls with a copy of the executed assignment agreement between the Thunder Rock Developer and the Issuer assigning the Thunder Rock Pledged Revenues. In anticipation of closing on the Certificates, the Thunder Rock Developer will provide notice of intent to assign the Thunder Rock Pledged Revenue to the Issuer by the Thunder Rock Developer and include instructions to the City of Marble Falls regarding future remittance of Thunder Rock Pledged Revenues to the Issuer. The City of Marble Falls's confirmation of such instructions will be a condition to closing of the Certificates.

The term of the Thunder Rock Development Agreement shall commence on the Effective Date and shall continue until the Thunder Rock Termination Date.

See APPENDIX C – THE DEVELOPMENT AGREEMENTS and APPENDIX F – THE PROJECT AND FINANCE PLANS for the executed Thunder Rock Development Agreement and the Thunder Rock Project and Finance Plan and the full provisions thereof.

Legacy Hills Development Agreement

Pursuant to the TIRZ No. 13 Economic Development Agreement by and among MM Celina 3200, LLC (the "Legacy Hills Developer"), the City of Celina, Texas (the "City of Celina") and the Board of Directors of Reinvestment Zone Number Thirteen, City of Celina, Texas (the "Legacy Hills Zone") dated September 28, 2021 (the "Legacy Hills Development Agreement") and the Legacy Hills Project and Finance Plan, the City of Celina has agreed to deposit into a tax increment fund established for the Legacy Hills Zone (the "Legacy Hills TIRZ Fund") 100% of the ad valorem tax increment attributable to the Legacy Hills Zone (the "Legacy Hills Revenues") until the earlier of (i) 36 years from the date of the Legacy Hills Development Agreement and (ii) the date on which the aggregate amount of the 100% of Legacy Hills Revenues equals \$106,494,281 (the "Legacy Hills Termination Date").

The City of Celina and the Legacy Hills Zone agree to dedicate \$0.10/\$100 of the City of Celina's collected ad valorem tax increment based on the City of Celina's tax rate in effect on the date of the establishment of the Legacy Hills Zone to be placed into the TIRZ Fund. The City of Celina and the Legacy Hills Zone agree to allocate or dedicate the TIRZ Revenues collected from the City of Celina ad valorem TIRZ increment to the City of Celina, and such TIRZ Revenues shall be used in the following order of priority:

- 1) First, to pay administrative expenses of the Legacy Hills Zone;

- 2) Second, to provide a grant to the Legacy Hills Developer in the form of a Chapter 380 grant each year on or before May 1, for the undertaking of the development (the “Legacy Hills Pledged Revenues”).

Such payments to the Legacy Hills Developer are contingent upon the Legacy Hills Developer’s on-going compliance with the terms and conditions of the Legacy Hills Development Agreement and such payments may be suspended during any period of non-compliance. The term of the Legacy Hills Development Agreement shall commence on the Effective Date and shall continue until the Legacy Hills Termination Date.

The assignment of the Legacy Hills Pledged Revenues does not require consent of the City of Celina; however, notice to the City of Celina is required. Within at least thirty (30) days of the assignment and sale of the Legacy Hills Pledged Revenues to the Issuer by the Legacy Hills Developer, the Legacy Hills Developer will provide the City of Celina with a copy of the executed assignment agreement between the Legacy Hills Developer and the Issuer assigning the Legacy Hills Pledged Revenues. In anticipation of closing on the Certificates, the Legacy Hills Developer will provide notice of intent to assign the Legacy Hills Pledged Revenue to the Issuer by the Legacy Hills Developer and include instructions to the City of Celina regarding future remittance of Legacy Hills Pledged Revenues to the Issuer. The City of Celina’s confirmation of such instructions will be a condition to closing of the Certificates.

See APPENDIX C – THE DEVELOPMENT AGREEMENTS and APPENDIX F – THE PROJECT AND FINANCE PLANS for the executed Legacy Hills Development Agreement and the Legacy Hills Project and Finance Plan and the full provisions thereof.

Creekview Development Agreement

Pursuant to the Creekview TIRZ No. 2 Development Agreement by and between MM Creekview 1027, LLC (the “Creekview Developer”) and the City of Pilot Point, Texas (the “City of Pilot Point”) dated as of September 1, 2022 (the “Creekview Development Agreement”) and the Creekview/Mobberly Project and Finance Plan, the City of Pilot Point has agreed to deposit into a tax increment fund established for the Creekview Property (the “Creekview TIRZ Fund”) 55% of the ad valorem tax increment attributable to the Creekview Property (the “Creekview Revenues”) until the earlier of (i) 36 years from the date of the Creekview Development Agreement and (ii) the date on which the aggregate amount of the 55% of Creekview Revenues equals \$135,869,385 (the “Creekview Termination Date”).

Pursuant to the Creekview Development Agreement and the Creekview/Mobberly Project and Finance Plan, the City of Pilot Point collects the City of Pilot Point’s ad valorem tax increment attributable to the Creekview/Mobberly Zone, based on the City of Pilot Point’s tax rate each year and as authorized by law, of which 55% of the ad valorem incremental tax attributable to the Creekview Property may be granted to the Creekview Developer. In accordance with the Creekview Development Agreement and the Creekview/Mobberly Project and Finance Plan, the City of Pilot Point’s 55% of collected revenue from its tax increment obtained from the Creekview Property must be placed into a subaccount of the TIRZ Fund as the Creekview 380 Grant Fund, a separate fund that has been created by the City of Pilot Point. Amounts in the TIRZ Fund and subaccounts, including the Creekview 380 Grant Fund, will not be comingled with other funds, and the Creekview Property will have its own TIRZ Fund separate and apart from all other City of Pilot Point tax increment reinvestment zone funds and subaccounts.

Creekview Revenue collected each year must:

- 1) First, pay pro-rata administrative expenses for the Creekview/Mobberly Zone;
- 2) Second, upon completion of all Developer Obligations (as described below), to pay the Creekview Developer on an annual basis pursuant to the Creekview Development Agreement and the Creekview/Mobberly Project and Finance Plan (the “Creekview Pledged Revenues”).

In order to be eligible to receive funds from the Creekview 380 Grant Fund, the Creekview Developer must perform the following obligations (the “Developer Obligations”):

- 1) Annex all or a portion of the Property (as defined in the Creekview Development Agreement) into the City of Pilot Point limits;
- 2) Construct water, sewer and roadway infrastructure, as further described in the Creekview Development Agreement (for clarity, the annual Chapter 380 Grant payments will commence and continue with the construction of the first phase of the project);
- 3) File a written request to the City (the “Request for Payment”), substantially in the form as attached to the Creekview Development Agreement.

The assignment of the Creekview Pledged Revenues does not require consent of the City of Pilot Point; however, notice to the City of Pilot Point is required. Within at least thirty (30) days of the assignment and sale of the Creekview Pledged Revenues to the Issuer by the Creekview Developer, the Creekview Developer will provide to the City of Pilot Point a copy of the executed assignment agreement between the Creekview Developer and the Issuer assigning the Creekview Pledged Revenues. In anticipation of closing on the Certificates, the Creekview Developer will provide notice of intent to assign the Creekview Pledged Revenue to the Issuer by the Creekview Developer and include instructions to the City of Pilot Point regarding future remittance of Creekview Pledged Revenues to the Issuer. The City of Pilot Point’s confirmation of such instructions will be a condition to closing of the Certificates.

The term of the Creekview Development Agreement shall commence on the Effective Date and shall continue until the Creekview Termination Date.

If the Creekview Developer fails to comply with any obligations under the Creekview Development Agreement and fails to cure such default within the applicable cure period, the City of Pilot Point will notify the Creekview Developer of such default and will provide a reasonable timeframe to remedy the default. If such default is not remedied within the specific timeframe, the City of Pilot Point, until such default is remedied, shall only be obligated to pay the portion of the Chapter 380 Grant that has been performed by the Creekview Developer up to and including the date of the default.

See APPENDIX C – THE DEVELOPMENT AGREEMENTS and APPENDIX F – THE PROJECT AND FINANCE PLANS for the executed Creekview Development Agreement and the Creekview Project and Finance Plan and the full provisions thereof.

Mobberly Development Agreement

Pursuant to the Mobberly TIRZ No. 2 Development Agreement by and between MM Mobberly 236, LLC (the “Mobberly Developer”) and the City of Pilot Point dated as of May 12, 2022 (the “Mobberly Development Agreement”) and the Creekview/Mobberly Project and Finance Plan, the City of Pilot Point has agreed to deposit into a tax increment fund established for the Mobberly Property (the “Mobberly TIRZ Fund”) 55% of the ad valorem tax increment attributable to the Mobberly Property (the “Mobberly Revenues”) until the earlier of (i) 36 years from the date of the Mobberly Development Agreement and (ii) the date on which the aggregate amount of the 55% of Mobberly Revenues equals \$135,869,385 (the “Mobberly Termination Date”).

Pursuant to the Mobberly Development Agreement and the Creekview/Mobberly Project and Finance Plan, the City of Pilot Point collects the City of Pilot Point’s ad valorem tax increment attributable to the Creekview/Mobberly Zone, based on the City of Pilot Point’s tax rate each year and as authorized by law, of which 55% of the ad valorem incremental tax attributable to the Mobberly Property may be granted to the Mobberly Developer. In accordance with the Mobberly Development Agreement and the Creekview/Mobberly Project and Finance Plan, the City of Pilot Point’s 55% of collected revenue from its tax increment obtained from the property in the Mobberly Property must be placed into a subaccount of the TIRZ Fund as the Mobberly 380 Grant Fund, a separate fund that has been created by the City of Pilot Point. Amounts in the TIRZ Fund and subaccounts, including the Mobberly 380 Grant Fund, will not be comingled with other funds, and the Mobberly Property will have its own TIRZ Fund separate and apart from all other City of Pilot Point tax increment reinvestment zone funds and subaccounts.

Mobberly Revenue collected each year must:

- 1) First, pay pro-rata administrative expenses for the Creekview/Mobberly Zone;
- 2) Second, upon completion of all Developer Obligations (as described below), to pay the Mobberly Developer on an annual basis pursuant to the Mobberly Development Agreement and the Creekview/Mobberly Project and Finance Plan (the “Mobberly Pledged Revenues”).

In order to be eligible to receive funds from the Mobberly 380 Grant Fund, the Mobberly Developer must perform the following obligations (the “Developer Obligations”):

- 1) Annex all or a portion of the Property (as defined in the Mobberly Development Agreement) into the City of Pilot Point limits;
- 2) Construct water, sewer and roadway infrastructure, as further described in the Mobberly Development Agreement (for clarity, the annual Chapter 380 Grant payments will commence and continue with the construction of the first phase of the project);
- 3) File a written request to the City (the “Request for Payment”), substantially in the form as attached to the Mobberly Development Agreement.

The assignment of the Mobberly Pledged Revenues does not require consent of the City of Pilot Point; however, notice to the City of Pilot Point is required. Within at least thirty (30) days of the assignment and sale of the Mobberly Pledged Revenues to the Issuer by the Mobberly Developer, the Mobberly Developer will provide to the City of Pilot Point a copy of the executed assignment agreement between the Mobberly Developer and the Issuer assigning the Mobberly Pledged Revenues. In anticipation of closing on the Certificates, the Mobberly Developer will provide notice of intent to assign the Mobberly Pledged Revenue to the Issuer by the Mobberly Developer and include instructions to the City of Pilot Point regarding future remittance of Mobberly Pledged Revenues to the Issuer. The City of Pilot Point’s confirmation of such instructions will be a condition to closing of the Certificates.

The term of the Mobberly Development Agreement shall commence on the Effective Date and shall continue until the Mobberly Termination Date.

If the Mobberly Developer fails to comply with any obligations under the Mobberly Development Agreement and fails to cure such default within the applicable cure period, the City of Pilot Point will notify the Mobberly Developer of such default and will provide a reasonable timeframe to remedy the default. If such default is not remedied within the specific timeframe, the City of Pilot Point, until such default is remedied, shall only be obligated to pay the portion of the Chapter 380 Grant that has been performed by the Mobberly Developer up to and including the date of the default.

See APPENDIX C – THE DEVELOPMENT AGREEMENTS and APPENDIX F – THE PROJECT AND FINANCE PLANS for the executed Mobberly Development Agreement and the Mobberly Project and Finance Plan and the full provisions thereof.

THE ASSIGNMENT AGREEMENT

Pursuant to the Sale and Assignment Agreement, dated the Closing Date, between the TIRZ Revenue Holder and the Issuer (the “Assignment Agreement”), the TIRZ Revenue Holder assigns, sells, transfers and conveys to the Issuer, and the Issuer purchases, any and all of the TIRZ Revenue Holder’s rights to the Pledged Revenues under the Development Agreements and the Partial Assignment Agreements (as defined herein), as such agreements may be amended from time to time. The Assignment of Marble Falls TIRZ Grant, dated as of October 5, 2022, between the Marble Falls Developer and the TIRZ Revenue Holder pursuant to which the Marble Falls Developer assigned, sold, transferred and conveyed to the TIRZ Revenue Holder, and the TIRZ Revenue Holder purchased, approximately 87% of the Marble Falls Developer’s rights to the Marble Falls Pledged Revenues under the Marble Falls Development Agreement, as such agreement may be amended from time to time (the “Thunder Rock Partial Assignment Agreement”). The Assignment of Legacy Hills TIRZ Grant, dated as of October 5, 2022, between the Legacy Hills Developer and the TIRZ Revenue Holder pursuant to which the Legacy Hills Developer assigned, sold, transferred

and conveyed to the TIRZ Revenue Holder, and the TIRZ Revenue Holder purchased, approximately 87% of the Legacy Hills Developer's rights to the Legacy Hills Pledged Revenues under the Legacy Hills Development Agreement, as such agreement may be amended from time to time (the "Legacy Hills Partial Assignment Agreement"). The Assignment of Creekview TIRZ Grant, dated as of October 5, 2022, between the Creekview Developer and the TIRZ Revenue Holder pursuant to which the Creekview Developer assigned, sold, transferred and conveyed to the TIRZ Revenue Holder, and the TIRZ Revenue Holder purchased, approximately 87% of the Creekview Developer's rights to the Creekview Pledged Revenues under the Creekview Development Agreement, as such agreement may be amended from time to time (the "Creekview Partial Assignment Agreement"). The Assignment of Mobberly TIRZ Grant, dated as of October 5, 2022, between the Mobberly Developer and the TIRZ Revenue Holder pursuant to which the Mobberly Developer assigned, sold, transferred and conveyed to the TIRZ Revenue Holder, and the TIRZ Revenue Holder purchased, approximately 87% of the Mobberly Developer's rights to the Mobberly Pledged Revenues under the Mobberly Development Agreement, as such agreement may be amended from time to time (the "Mobberly Partial Assignment Agreement," collectively with the Thunder Rock Partial Assignment Agreement, Legacy Hills Partial Assignment Agreement and Creekview Partial Assignment Agreement, the "Partial Assignment Agreements")

Pursuant to the Assignment Agreement, the TIRZ Revenue Holder sells, transfers, delivers and assigns to the Issuer, its successors and assigns, including the Trustee, forever, without recourse, all of the TIRZ Revenue Holder's right, title, interest, estate, claims, prerogatives and demands in and to the Pledged Revenues, the proceeds thereof and all rights under the Assignment Agreement, in each case whether now existing or arising or vesting after the date of the Assignment Agreement, including, without limitation, the right to receive any and all payments of the Pledged Revenues (collectively, the "Assigned Property"). The sale, transfer, assignment and setting over of the Assigned Property by the TIRZ Revenue Holder to the Issuer shall hereinafter be referred to as the "Conveyance". The date of the Conveyance is hereinafter referred to as the "Closing Date." The Conveyance is absolute, unconditional and irrevocable and is not intended to be merely the grant of a security interest to the Issuer in the TIRZ Revenue Holder's rights to the Assigned Property to secure a debt or other obligation of the TIRZ Revenue Holder and is made without recourse to the TIRZ Revenue Holder. It is intended that the Conveyance shall constitute a purchase and sale, and not a loan or extension of credit, for all purposes, including, without limitation, federal and state tax, accounting and bankruptcy purposes.

Under the terms of the Assignment Agreement, the TIRZ Revenue Holder will relinquish all right, title and interest that it may have had in and to the Assigned Property prior to the effectiveness of the Conveyance. The intention of the parties in the Assignment Agreement is an absolute assignment of the Assigned Property.

See APPENDIX B – FORM OF THE ASSIGNMENT AGREEMENT for the form of the Assignment Agreement relevant to the TIRZ Revenue Holder and Pledged Revenues and the full provisions thereof.

THE ZONES

The Thunder Rock Zone

General

The City Council of the City of Marble Falls (the "Marble Falls City Council") created Reinvestment Zone Number Two, City of Marble Falls, Texas (the "Thunder Rock Zone") in accordance with the TIF Act, to promote development and redevelopment of the Thunder Rock Zone. The TIF Act authorizes the expenditure of funds derived within a reinvestment zone, whether from bond proceeds or other funds, for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by a municipality consistent with the project plans approved by the governing body of a municipality.

The Marble Falls City Council, using the authority of the Act established the Thunder Rock Zone pursuant to Ordinance No. 2020-O-09A on September 15, 2020, as may be further amended or supplemented (the "Thunder Rock Creation Ordinance"). The Thunder Rock Creation Ordinance declares the Thunder Rock Zone as a "reinvestment zone", established initial boundaries of the Thunder Rock Zone containing approximately 1073.84 acres (the "Thunder Rock Creation Property"), and established a board of directors for the Thunder Rock Zone (the "Thunder Rock Zone Board"). A map of the Thunder Rock Zone attached as APPENDIX D hereto.

The goal of the Thunder Rock Zone is to fund construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. The Thunder Rock Zone will promote the creation of a mixed-used development consisting of commercial development and residential development, including both single and multifamily development, as well as major public facilities in the form of a sports complex and recreation center.

The Project Plan

In accordance with the Act, the Thunder Rock Zone Board approved the Final Project and Financing Plan (the “Thunder Rock Project and Financing Plan”) on December 7, 2021, through Ordinance 2021-O-12B.

The Thunder Rock Project and Financing Plan provides that a total of \$124,000,000 of payments will be made to the Thunder Rock Developer through incremental real property tax generated within the Thunder Rock Zone. See “DEVELOPMENT AND EXPECTED DEVELOPMENT IN THE ZONES”.

The Thunder Rock Project and Financing Plan is attached hereto as APPENDIX F.

City of Marble Falls and Tax Increment

The City of Marble Falls has agreed to deposit the Thunder Rock Revenues, which consist of fifty percent (50%) of the property taxes levied and finally collected by the City of Marble Falls for that year on the Captured Appraised Value of real property taxable in the Thunder Rock Zone and disburse such Thunder Rock Pledged Revenues to the Thunder Rock Developer in accordance with the Thunder Rock Development Agreement and the Thunder Rock Project and Financing Plan. See “THE DEVELOPMENT AGREEMENTS.”

The following table describes certain historical information with respect to the Thunder Rock Zone, captured appraised value and the collection of ad valorem property taxes and tax increment within the Thunder Rock Zone.

Table 1 – Historical Ad Valorem Property Tax Increment Collections in the Thunder Rock Zone

Tax Year	Net Taxable Value	Base Value	Captured Appraised Value	City of Marble Falls Tax Rate	Incremental Taxes Collected	Current Collection Rate	TIRZ Participation Rate	Incremental Taxes Available for TIRZ Obligation
2022	\$444,692	\$508,078	\$0	0.5577	\$0.00	100%	50%	\$0.00
2023	\$16,438,759	\$508,078	\$15,930,681	0.5400	\$86,025.68	100%	50%	\$43,012.84

The Legacy Hills Zone

General

The City Council of the City of Celina (the “Celina City Council”) created Reinvestment Zone Number Thirteen, City of Celina, Texas (the “Legacy Hills Zone”) in accordance with the TIF Act, to promote development and redevelopment of the Legacy Hills Zone. The TIF Act authorizes the expenditure of funds derived within a reinvestment zone, whether from bond proceeds or other funds, for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by a municipality consistent with the project plans approved by the governing body of a municipality.

The Celina City Council, using the authority of the Act established the Legacy Hills Zone pursuant to Ordinance No. 2021-74 on September 14, 2021, as may be further amended or supplemented (the “Legacy Hills Creation Ordinance”). The Legacy Hills Creation Ordinance declares the Legacy Hills Zone as a “reinvestment zone”, established initial boundaries of the Legacy Hills Zone containing approximately 3,132.302 acres (the “Legacy Hills Creation Property”), and established a board of directors for the Legacy Hills Zone (the “Legacy Hills Zone Board”). A map of the Legacy Hills Zone attached as APPENDIX D hereto.

The purpose of the Legacy Hills Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

The Project Plan

In accordance with the Act, the Legacy Hills Zone Board approved the Final Project and Financing Plan (the “Legacy Hills Project and Financing Plan”) on September 14, 2021, through Ordinance 2021-74.

The Legacy Hills Project and Financing Plan provides that a total of \$106,494,281 of payments will be made to the Legacy Hills Developer through incremental real property tax generated within the Legacy Hills Zone. See “DEVELOPMENT AND EXPECTED DEVELOPMENT IN THE ZONES”.

The Legacy Hills Project and Financing Plan is attached hereto as APPENDIX F.

City of Celina and Tax Increment

The City of Celina has agreed to deposit the Legacy Hills Revenues, which consist of one hundred percent (100%) of the property taxes levied and finally collected by the City of Celina for that year on the Captured Appraised Value of real property taxable in the Legacy Hills Zone and disburse such Legacy Hills Pledged Revenues to the Legacy Hills Developer in accordance with the Legacy Hills Development Agreement and the Legacy Hills Project and Financing Plan. See “THE DEVELOPMENT AGREEMENTS.”

The following table describes certain historical information with respect to the Legacy Hills Zone, captured appraised value and the collection of ad valorem property taxes and tax increment within the Legacy Hills Zone.

Table 2 – Historical Ad Valorem Property Tax Increment Collections in the Legacy Hills Zone

<u>Tax Year</u>	<u>Net Taxable Value</u>	<u>Base Value</u>	<u>Captured Appraised Value</u>	<u>TIRZ Participation Level</u>	<u>Total Tax Increments to be Deposited to the TIRZ No. 13 Fund</u>	<u>Current Collection Rate</u>	<u>Incremental Taxes Collected</u>
2022	\$5,462,750	\$304,476	\$5,158,274	\$0.10/\$100 taxable assessed value	\$5,158.27	43.10%	\$2,223.25
2023	\$64,253,693	\$304,476	\$63,949,217	\$0.10/\$100 taxable assessed value	\$63,949.22	100%	\$63,949.22

The Creekview/Mobberly Zone

General

The City Council of the City of Pilot Point (the “Pilot Point City Council”) created Reinvestment Zone Number Two, City of Pilot Point, Texas (the “Creekview/Mobberly Zone”) in accordance with the TIF Act, to promote development and redevelopment of the Creekview/Mobberly Zone. The TIF Act authorizes the expenditure of funds derived within a reinvestment zone, whether from bond proceeds or other funds, for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by a municipality consistent with the project plans approved by the governing body of a municipality.

The Pilot Point City Council, using the authority of the Act established the Creekview/Mobberly Zone pursuant to Ordinance No. 484-14-2022 on April 14, 2022, as may be further amended or supplemented (the “Creekview and Mobberly Creation Ordinance”). The Creekview and Mobberly Creation Ordinance declares the Creekview/Mobberly Zone as a “reinvestment zone”, established initial boundaries of the Creekview Z and Mobberly one containing approximately 1027.38 acres (the “Creekview and Mobberly Creation Property”), and established a

board of directors for the Creekview/Mobberly Zone (the “Creekview/Mobberly Zone Board”). A map of the Creekview/Mobberly Zone attached as APPENDIX D hereto.

For consideration of the Creekview Developer and the Mobberly Developer’s agreements to develop the Creekview and Mobberly Creation Property in the manner agreed to with the City of Pilot Point, including annexation of the Creekview and Mobberly Creation Property into city limits and construction of the necessary roads, water, sewer, drainage, parks, trails and open space for approximately 2,500 homes that are expected to add more than \$919,000,000 to the City of Pilot Point’s tax base.

The Project Plan

In accordance with the Act, the Creekview/Mobberly Zone Board approved the Final Project and Financing Plan (the “Creekview and Mobberly Project and Financing Plan”) on February 10, 2022, through Ordinance 472-14-2022, 473-14-2022 and 474-14-2022.

The Creekview and Mobberly Project and Financing Plan provides that a total of \$135,869,385 of payments will be made to the Creekview Developer and the Mobberly Developer through incremental real property tax generated within the Creekview/Mobberly Zone. See “DEVELOPMENT AND EXPECTED DEVELOPMENT IN THE ZONES”.

The Creekview and Mobberly Project and Financing Plan is attached hereto as APPENDIX F.

City of Pilot Point and Tax Increment

The City of Pilot Point has agreed to deposit the Creekview Revenues and Mobberly Revenues, which consist of fifty-five percent (55%) of the property taxes attributable to each the Creekview Property and the Mobberly Property, respectively, levied and finally collected by the City of Pilot Point that year on the Captured Appraised Value of real property taxable in the Creekview/Mobberly Zone and disburse such Creekview and Mobberly Pledged Revenues to the Creekview Developer and the Mobberly Developer in accordance with the Creekview Development Agreement, the Mobberly Development Agreement and the Creekview and Mobberly Project and Financing Plan. See “THE DEVELOPMENT AGREEMENTS.”

The following table describes certain historical information with respect to the Creekview/Mobberly Zone, captured appraised value and the collection of ad valorem property taxes and tax increment within the Creekview/Mobberly Zone.

Table 3 – Historical Ad Valorem Property Tax Increment Collections in the Creekview/Mobberly Zone

<u>Tax Year</u>	<u>Net Taxable Value</u>	<u>Base Value</u>	<u>Captured Appraised Value</u>	<u>City of Pilot Point Tax Rate</u>	<u>Incremental Taxes Collected</u>	<u>Current Collection Rate</u>	<u>TIRZ Participation Rate</u>	<u>Incremental Taxes Available for TIRZ Obligation</u>
2023	\$63,352,998	\$0.00	\$63,352,998	0.64371	\$407,809.58	100%	55.0%	\$224,295.27

THE MARKET STUDIES

Zonda (“Zonda”) prepared development review and market studies of the Projects dated August 2024 (the “Market Studies”). The description herein of the Market Study is intended to be a brief summary only of the Market Study. The Market Studies are included as APPENDIX E hereto and should be read in its entirety. The conclusions reached in the Market Studies are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth therein.

The purpose of the Market Studies was to provide an assessment of economic, demographic, and housing market trends that could impact the development potential of the underlying communities associated with the Certificates. A summary of the Key Findings contained in the Market Studies is below. Such conclusions are qualified entirely by reference to the Market Studies, which should be read in their entirety. Capitalized terms used under this heading have the meanings ascribed to them in the Market Studies. See APPENDIX E.

The following bullet points summarize the key findings from Zonda's research:

- Zonda's analysis indicates a strong opportunity exists for the development of the Projects but also certain challenges. This is based on several factors per Zone as outlined below.

The Thunder Rock Property within the Thunder Rock Zone

✓ Strong projected growth in the Austin MSA with the addition of 22,700 new households per year. Additionally, average annual growth in the Marble Falls ISD (CMA) over the next five years is projected to be double the rate of growth from 2020 to 2024.

✓ Stabilizing metro housing market with annual starts up 5.7% YOY and home price declines abating.

✓ Proven demand in the CMA with 168 homes closed at the Subject Property. Additionally, the nearby Gregg Ranch closed 137 homes from Q3 2023 to Q2 2024 at higher average prices than the subject property.

✓ Limited new home competition. Outside of Gregg Ranch, there are no actively-selling communities on production size lots (less than 80' wide) within 10-miles of the subject property.

✓ Excellent visibility and access for the Subject Property, a plus for all proposed uses (for-sale, rental, and commercial/retail).

✓ Centurion American's extensive track record of developing successful, large-scale mixed-use communities throughout Texas.

- Certain challenges that the community will face include:

- High mortgage rates and economic headwinds could continue to impact the new home market in 2024. While new home sales activity has increased and prices are stabilizing (incentives remain high), housing affordability is constrained, some demand and pricing volatility is still expected, and future employment growth / migration trends need to be monitored.
- The inventory of homes for sale and listed on the MLS rose sharply in 2024 across the Austin MSA and the Austin CMA. As mortgage rates decline, competition from the existing home market will likely increase (returning to more normalized levels).
- The time and distance from the Subject Property to Central Austin is significant. With that said, Marble Falls offers a more attainably priced Hill Country setting, and many residents (buyers and renters) may not be commuting daily back into closer-in areas in Austin.

- Based upon the proposed lot sizes, Zonda concluded that base prices for the subject property will range from \$294,400 to \$730,000 (August 2024 dollars). Across all 2,036 lots in the subject property, Zonda anticipates an average closing price (inclusive of typical spending on options/upgrades, lot premiums, and price impacting incentives) of \$393,505 (\$375,382 excluding estate lots and active- adult homes). Zonda's projected pricing is based on current pricing at the subject property and in the Austin CMA and at select active-adult and large lot communities in the broader market. Zonda's pricing conclusions are supported by the average sales price of \$443,900 across all new homes closed in the Austin MSA and recorded by the MLS in the last 90 days before the Thunder Rock Market Study.

- Based on Zonda's analysis of absorption at competing programs in the Austin CMA, Zonda expects the subject property to achieve peak absorption of 174 sales per year. That forecast is supported by actual closings at the subject property (estimated at 168 from Q3 2023 through Q2 2024) as well as annual closings at Gregg Ranch (137 closings from Q3 2023 through Q2 2024).

The Legacy Hills Property within the Legacy Hills Zone

- ✓ The Dallas-Ft. Worth MSA housing market is projected to have strong growth of over 50,000 new households per year over the next five years (more than any other MSA in the United States).

- ✓ Extremely rapid growth in the City of Celina. The Census recently ranked the City of Celina the fastest growing city in the United States.

- ✓ A resilient metro housing market with prices, starts, closings, and sales showing signs of stabilization after a slowdown in late 2022 due to rising mortgage rates.

- ✓ Excellent "A" rated Celina ISD serving the Legacy Hills Project (includes multiple onsite future schools).

- ✓ Favorable demographics for for-sale housing in the Celina ISD (63% of existing households have incomes over \$100,000).

- ✓ A potentially class-leading amenity package including multiple amenity centers, a golf course, sports fields, trails, etc.

- ✓ Centurion American's proven success in the Dallas-Ft. Worth MSA (including multiple current top 25 most active communities).

- Certain challenges that the community will face include:

- High mortgage rates and economic headwinds could continue to impact the new home market in 2024 and 2025. While new home sales activity has increased and prices are stabilizing (incentives remain high), housing affordability is constrained, some demand and pricing volatility is still expected, and future employment growth / migration trends need to be monitored.
- Drive-by traffic at the subject property may be limited initially (will improve with the expansion of the Dallas North Tollway). An aggressive marketing campaign will be necessary to drive traffic to the subject property.
- Competition for buyers will be intense as several master-planned communities are active or planned in the Celina ISD. These include Creekview Meadows, Cross Creek Meadows, La Terra at Uptown Celina and North Sky.

- Based upon the proposed lot sizes, Zonda concluded that base prices for the subject property will range from \$320,000 to \$758,000 (August 2024 dollars). Across all 6,882 lots in the subject property, Zonda anticipates an average closing price (inclusive of typical spending on options/upgrades, lot premiums, and price impacting incentives) of \$498,632. Zonda's projected pricing is well-supported by other master-planned communities with similar lot sizes in the City of Celina, including the Parks at Wilson Creek (\$462,000 to \$808,000), Cambridge Crossing (\$482,000 to \$943,000), and La Terra at Uptown Celina (\$377,000 to \$605,000).

- Based on the projected 25 builder programs and Zonda's recommended prices, Zonda expects the subject property to achieve a peak annual absorption of 737 homes sold in 2027. Projected absorption within individual builder programs ranges from 1.25 to 4.0 sales per month. Zonda's projected peak annual absorption would rank the subject property second among all master-planned communities in the Dallas-Ft. Worth MSA based on closings from

Q3 2023 through Q2 2024. The subject property's large number of builders (higher than any other master-planned community in Celina), diverse planned product offerings, excellent school district, and strong planned amenity package justify this projection. The subject property is projected to sell-out completely by 2039.

The Creekview Property within the Creekview/Mobberly Zone

✓ The Dallas-Ft. Worth MSA housing market is projected to have strong growth of over 50,000 new households per year over the next five years (more than any other MSA in the United States).

✓ A resilient metro housing market with prices, starts, closings, and sales showing signs of stabilization after a slowdown in late 2022 due to rising mortgage rates.

✓ Excellent "A" rated Celina ISD serving the subject property.

✓ Favorable demographics for for-sale housing in the Dallas-Ft. Worth MSA (62% of existing households have incomes over \$100,000).

✓ Centurion American's proven success in the Dallas-Ft. Worth MSA (including multiple current top 25 most active communities).

✓ A strong start to sales – Pacesetter has sold 19 homes at the subject property since opening in early May (average pace of 6.3/month for one builder program).

- Certain challenges that the community will face include:
 - High mortgage rates and economic headwinds could continue to impact the new home market in 2024 and 2025. While new home sales activity has increased and prices are stabilizing (incentives remain high), housing affordability is constrained, some demand and pricing volatility is still expected, and future employment growth / migration trends need to be monitored.
 - Competition for buyers will be intense as several master-planned communities are active or planned in the Dallas-Ft. Worth MSA. These include Mobberly Farms and Legacy Hills, La Terra at Uptown Celina and North Sky. The subject property's current positioning as one of the more affordable communities in the Dallas-Ft. Worth MSA should help mitigate concerns related to competition.

- Based upon the proposed lot sizes and builders, Zonda concluded that base prices for the subject property will range from \$357,000 to \$537,000 (August 2024 dollars). Across all 2,454 lots in the subject property, Zonda anticipates an average closing price (inclusive of typical spending on options/upgrades, lot premiums, and price impacting incentives) of \$481,213. Zonda's projected pricing is well-supported by other communities with similar lot sizes in the competitive market area, including Green Meadows (\$482,000 to \$615,000), Edgewood Creek (\$445,000 to \$721,000), and Sutton Fields (\$457,000 to \$703,000) among others.

- Based on the projected seven builder programs and Zonda's concluded prices, Zonda expects the subject property to achieve a peak annual absorption of 264 homes sold in 2030. Projected absorption within individual builder programs ranges from 3.25 to 3.75 sales per month. Zonda's projected absorption pace is well-supported by other communities in the CMA that have closed similar or greater volumes from Q3 2023 through Q2 2024 including Mobberly Farms (238), Sandbrock Ranch (313), and Sutton Fields (300). The Subject Property is projected to sell-out completely by 2038.

The Mobberly Property within the Creekview/Mobberly Zone

- ✓ The Dallas-Ft. Worth MSA housing market is projected to have strong growth of over 50,000 new households per year over the next five years (more than any other MSA in the United States).

- ✓ A resilient metro housing market with prices, starts, closings, and sales showing signs of stabilization after a slowdown in late 2022 due to rising mortgage rates.

- ✓ Favorable demographics for for-sale housing in the Dallas-Ft. Worth MSA (62% of existing households have incomes over \$100,000).

- ✓ Proven history of demand at the subject property (456 homes have already closed - 349 in 2023 alone).

- ✓ Current pricing at the subject property positions it as the most affordable new home community in the competitive market area.

- ✓ Centurion American's proven success in the Dallas-Ft. Worth MSA (including multiple current top 25 most active communities).

- Certain challenges that the community will face include:

- High mortgage rates and economic headwinds could continue to impact the new home market in 2024 and beyond. While new home sales activity has increased and prices are stabilizing (incentives remain high), housing affordability is constrained, some demand and pricing volatility is still expected, and future employment growth / migration trends need to be monitored.
- Competition for buyers will be intense as several master-planned communities are active or planned in the Dallas-Ft. Worth MSA. These include Mobberly Farms and Legacy Hills, La Terra at Uptown Celina and North Sky. The subject property's current positioning as one of the more affordable communities in the Dallas-Ft. Worth MSA should help mitigate concerns related to competition.

- Based upon the proposed lot sizes and builders, Zonda concluded that base prices for the subject property will range from \$268,000 to \$404,000 (August 2024 dollars). Across all 1,996 lots in the subject property, Zonda anticipates an average closing price (inclusive of typical spending on options/upgrades, lot premiums, and price impacting incentives) of \$322,123. The concluded pricing is based on currently listed prices at the subject property, which Zonda has determined are reasonable and arguably conservative. These prices position the subject property well below the surveyed competing communities, which are priced from \$300,000 to \$770,000.

- Based on the projected six builder programs and Zonda's concluded prices, Zonda expects the subject property to achieve a peak annual absorption of 354 homes sold in 2026. Projected absorption within individual builder programs ranges from 3.25 to 3.75 sales per month. Zonda's projected peak annual absorption would rank the subject property 14th among all master-planned communities in the Dallas-Ft. Worth MSA based on starts from Q3 2023 through Q2 2024. In 2023, the subject property closed 349 homes, providing support for Zonda's projection. Note that absorption slowed in 2024 due to the exhaustion of available finished lots.

The Developers and the Placement Agent make no representation representations as to the accuracy, completeness, assumptions or information contained in the Market Studies. The assumptions or qualifications with respect to the Market Studies are contained therein. There can be no assurance that any such assumptions will be realized, and no representations are made as to the reasonableness of such assumptions. See “RISK FACTORS – Risks Inherent in Market Study” below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ANTICIPATED PAYMENT SCHEDULES

Set forth below are projections of the anticipated payment schedules, including a base case scenario, a downside case and the anticipated TIRZ grant revenue for all Projects. For anticipated TIRZ grant revenue for each Project, see APPENDIX G.

ANTICIPATED PAYMENTS SCHEDULE BASE CASE (12-YEAR TIMELINE WITH STANDARD BUILD-OUT) *†‡

Period	Date	Home Starts	Payout to Developer	1 Year	2 Years	3 Years	4 Years	5 Years
1	10/15/25	308	1,741,889	51,029,505	-	-	-	-
2	10/15/26	1,074	2,648,909	-	54,504,151	-	-	-
3	10/15/27	1,470	3,777,534	-	-	57,267,117	-	-
4	10/15/28	1,448	4,936,338	-	-	-	59,222,740	-
5	10/15/29	1,323	6,256,381	-	-	-	-	60,069,885
6	10/15/30	1,147	7,358,618	-	-	-	-	-
7	10/15/31	1,176	8,502,607	-	-	-	-	-
8	10/15/32	1,040	9,609,118	-	-	-	-	-
9	10/15/33	963	10,653,321	-	-	-	-	-
10	10/15/34	704	11,519,258	-	-	-	-	-
11	10/15/35	574	12,292,540	-	-	-	-	-
12	10/15/36	512	13,062,503	-	-	-	-	-
Total		11,739	92,359,016	52,771,394	58,894,949	65,435,449	72,327,410	79,430,935
		Anticipated IRR		12.00%	12.00%	12.00%	12.00%	12.00%

6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
55,773,241	-	-	-	-	-	-
-	48,495,027	-	-	-	-	-
-	-	38,212,494	-	-	-	-
-	-	-	30,998,520	-	-	-
-	-	-	-	22,269,150	-	-
-	-	-	-	-	11,980,772	-
-	-	-	-	-	-	-
82,492,910	83,717,302	83,043,888	86,483,234	89,273,123	91,277,285	92,359,016
11.00%	10.00%	9.00%	9.00%	9.00%	9.00%	9.00%

* Assumes projections based on the Market Studies.

† In addition to single family homes, anticipated payments account for commercial acreage and MF/SR units in the Thunder Rock project.

‡ The payment in each year represents the redemption proceeds in addition to the TIRZ grant revenue to meet the required IRR.

ANTICIPATED PAYMENTS SCHEDULE
DOWNSIDE CASE (30% SLOWDOWN IN BUILD-OUT)^{§**}

Period	Date	Home Starts	17 Years
1	10/15/25	308	1,219,322
2	10/15/26	1,074	1,854,237
3	10/15/27	1,470	2,644,274
4	10/15/28	1,448	3,455,437
5	10/15/29	1,323	4,379,467
6	10/15/30	1,147	5,151,032
7	10/15/31	1,176	5,951,825
8	10/15/32	1,040	6,726,383
9	10/15/33	963	7,457,325
10	10/15/34	704	8,063,481
11	10/15/35	574	8,604,778
12	10/15/36	512	9,143,752
13	10/15/37	470	9,682,631
14	10/15/38	402	10,194,584
15	10/15/39	241	10,629,849
16	10/15/40	73	10,968,665
17	10/15/41	-	10,030,141
Total		12,925	116,157,181
Anticipated IRR			9.00%

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

^{§§} Assumes projections based on the Market Studies.

^{**} Assumes 30% slowdown in buildout and subsequent TIRZ grant revenue.

ANTICIPATED TIRZ GRANT REVENUE – ALL PROJECTS^{††}

Period	Date	Home Starts	Incremental AV	Available TIRZ Grant	TIRZ Grant to Developer	Payout to Developer
1	10/15/25	308	833,376,316	2,098,787	2,098,787	1,741,889
2	10/15/26	1,074	1,343,694,217	3,186,342	3,186,342	2,648,909
3	10/15/27	1,470	2,000,149,432	4,539,609	4,539,609	3,777,534
4	10/15/28	1,448	2,687,292,951	5,929,062	5,929,062	4,936,338
5	10/15/29	1,323	3,443,503,718	7,511,847	7,511,847	6,256,381
6	10/15/30	1,147	4,110,226,346	8,833,474	8,833,474	7,358,618
7	10/15/31	1,176	4,809,637,585	10,205,164	10,205,164	8,502,607
8	10/15/32	1,040	5,486,495,638	11,531,917	11,531,917	9,609,118
9	10/15/33	963	6,133,545,487	12,783,958	12,783,958	10,653,321
10	10/15/34	704	6,698,740,938	13,822,252	13,822,252	11,519,258
11	10/15/35	574	7,225,496,676	14,749,449	14,749,449	12,292,540
12	10/15/36	512	7,740,745,965	15,672,665	15,672,665	13,062,503
13	10/15/37	470	8,241,390,933	16,595,720	16,595,720	13,832,330
14	10/15/38	402	8,699,952,236	17,472,652	17,472,652	14,563,692
15	10/15/39	241	9,078,757,258	18,218,224	18,218,224	15,185,499
16	10/15/40	73	9,384,159,295	18,798,587	18,798,587	15,669,521
17	10/15/41	-	9,665,707,785	19,363,343	19,363,343	16,140,528
18	10/15/42	-	9,955,702,717	19,945,041	19,945,041	16,625,665
19	10/15/43	-	10,254,398,479	20,544,194	20,544,194	17,125,358
20	10/15/44	-	10,562,054,964	21,161,320	21,161,320	17,640,041
21	10/15/45	-	10,878,941,951	21,796,963	21,796,963	18,170,167
22	10/15/46	-	11,205,335,216	22,451,674	22,451,674	18,716,196
23	10/15/47	-	11,541,518,765	23,126,022	23,126,022	19,278,602
24	10/15/48	-	11,887,789,255	23,820,604	23,820,604	19,857,884
25	10/15/49	-	12,244,447,962	24,536,024	24,536,024	20,454,544
26	10/15/50	-	12,611,805,245	25,272,904	24,511,654	20,434,220
27	10/15/51	-	12,990,182,877	26,031,889	12,595,719	10,496,330
28	10/15/52	-	13,379,912,084	26,813,644	10,408,844	8,672,476
29	10/15/53	-	13,781,334,159	27,618,855	10,596,982	8,829,383
30	10/15/54	-	14,194,798,266	28,448,220	4,649,022	-
Total		12,925	253,071,094,717	512,880,408	441,457,117	364,051,452

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

^{††} Based on 83.4% payout and net of annual trustee fee of \$8,500.

DEVELOPMENT AND EXPECTED DEVELOPMENT WITHIN THE ZONES

The Thunder Rock Zone

Private Development in the Thunder Rock Zone

In the Thunder Rock Zone, there are 2,036 detached home lots.

A brief description of current development in the Thunder Rock Zone is as follows.

Housing and Retail

The mixed-use development is anticipated to be of single-family detached homes, apartments, and retail space known as Thunder Rock in Marble Falls, TX. The subject property is situated at the northwest corner of the junction of Highway 71 and Highway 281 (roughly 37 miles northwest of Downtown Austin). The only adjacent use outside of undeveloped land is a Baylor, Scott, and White Medical Center, located at the southwest corner of the subject property. Of the 2,036 detached home lots, 764 were or will be purchased by D.R. Horton and Lennar. The remaining 1,272 lots are still owned by the developer of the subject property. Of those purchased by D.R. Horton and Lennar, Zonda estimates (based on a review of public records) that 168 have been sold and delivered to homebuyers as of August 1, 2024. In addition to the single-family lots, the subject property will include 924 apartment units and 204,000 square feet of commercial/retail space. For the apartments, 367 units are under construction and nearing completion (known as the Prose at Thunder Rock). Two other projects (240 units and 317 units) are planned.

The Thunder Rock Development and the Thunder Rock Developer

The majority of the land situated within the Thunder Rock Zone is expected to be developed as a proposed 1,073.84-acre mixed-use development to be known as “Thunder Rock” (the “Thunder Rock Development”) as briefly summarized below and as further described in APPENDIX G hereto. See APPENDIX G for a full description of the Thunder Rock Development.

The Thunder Rock Development. The Thunder Rock Development is located in the City of Marble Falls, Texas and is situated at the northwest corner of the junction of Highway 71 and Highway 281 (roughly 37 miles northwest of Downtown Austin). The only adjacent use outside of undeveloped land is a Baylor, Scott, and White Medical Center, located at the southwest corner of the Thunder Rock Development. The City of Marble Falls, Texas is located in Burnet County, Texas, northwest of Austin, Texas. Many residents commute to the Austin-Round Rock metro area for various types of employment. Most residents of the Marble Falls ISD (57%) commute more than 25 miles to work and most work in Central Austin or Round Rock. However, about 29% of residents do work within 10-miles of the Thunder Rock Development (Marble Falls, Horseshoe Bay, etc.). The Thunder Rock Development will likely be most attractive to residents that either do not work (retirees) or workers with a local, hybrid, or remote working arrangement. The City of Marble Falls is located in the northwestern region of the Austin-Round Rock, Texas Metropolitan Statistical Area (the “Austin-Round Rock MSA”), and is poised for significant growth as the overall Austin-Round Rock MSA continues its growth trajectory.

The land within the Thunder Rock Development is owned by MM Marble Falls 1070, LLC (the “Thunder Rock Developer”), which is an affiliate of Centurion American Custom Homes Inc. d/b/a Centurion American Development Group Inc. (“Centurion”), as described below.

The Thunder Rock Developer expects to promote the development and redevelopment in the Thunder Rock Zone through the use of tax increment financing (the “Thunder Rock Project”). The Thunder Rock Development contains a total of 2,036 lots, 764 of which were or will be purchased by D.R. Horton and Lennar. The remaining 1,272 lots are still owned by the Thunder Rock Developer. Of those purchased by D.R. Horton and Lennar, it is estimated (based on a review of public records) that 168 have been sold and delivered to homebuyers as of August 1, 2024. In addition to the single-family lots, the Thunder Rock Development will include 924 apartment units and 204,000 square feet of commercial/retail space. For the apartments, 367 units are under construction and nearing completion (known as the Prose at Thunder Rock). Two other projects (240 units and 317 units) are planned. In total,

it is expected that the Thunder Rock Development to be completely built-out by 2038 and support a total valuation of \$1.4 billion (nearly 80% of value in-place by 2034). Of the 1,073.84 acres in the Thunder Rock Development, 55 acres are allocated towards commercial uses. See APPENDIX G.

The Thunder Rock Developer. The Thunder Rock Developer is an affiliate of Centurion and was created by Centurion for the purpose of managing and ultimately conveying property in the Thunder Rock Zone to third parties.

Since 1990, Centurion has developed over 20,000 single-family lots in dozens of communities surrounding North Texas. It has worked closely with investors, land-owners, financial institutions, and vendors to acquire over 15,000 acres of land inventory for a diverse mix of developments in size and scope. Centurion's communities include amenities such as parks, golf courses, water park themes, and hiking and biking trails. Over the past thirty years, Centurion has demonstrated the ability to successfully deliver master-planned communities that have been recognized in the real estate industry.

Mr. Mehrdad Moayedhi has ultimate control of Centurion and its affiliates. Centurion maintains a staff of approximately 50 employees. Centurion creates single-asset limited liability companies to own development sites and contracts with developers and other professionals in the delivery of its communities.

In addition, Centurion works closely with local municipalities, commercial developers, and public school systems as part of its overall master plan. Centurion works with North Texas' top builders to deliver the latest concepts ranging from upscale, luxury homes in secluded neighborhoods to affordable housing communities for first-time home buyers. Centurion purchases and develops land in prime locations with the right mix of natural land settings, strong job growth, good school systems and access to local community shopping.

Mehrdad Moayedhi is the President and Chief Executive Officer of Centurion. Mr. Moayedhi has more than thirty years of direct experience in the development industry. With a background in construction and real estate, Mr. Moayedhi employs a comprehensive approach to each Centurion development. Mr. Moayedhi has extensive knowledge of the interconnection of all parts of residential real estate development.

Before forming JBM Development in 1986, Mr. Moayedhi completed several construction and fee development projects in Northeast Tarrant County, Texas subdivisions as well as various construction and remodeling projects. JBM Development, along with Centurion American Custom Homes, formed Centurion in 1990. The company has become broadly diversified, with residential developments ranging from upscale high-rise residential towers to affordable housing communities for first-time home buyers.

Centurion and its various affiliated special purpose entities, including the Developers, utilize a variety of funding sources for the purchase land and subsequent development or redevelopment thereof. Typically, the applicable Centurion affiliate will obtain an acquisition loan from a lender to fund the acquisition of land. To fund horizontal development of such land, Centurion affiliates use a combination of developer equity, builder earnest money, builder payments under lot contracts, development loans from lending institutions, incentives from local governments (including tax increment grants), public/private partnerships, funds from tax-exempt bonds issued by local governments and backed by special assessments on the developable land and other sources of capital.

NO ASSURANCE CAN BE MADE THAT THE THUNDER ROCK DEVELOPER WILL COMPLETE THE THUNDER ROCK DEVELOPMENT AS DESCRIBED HEREIN. ANY SUCH DELAY IN THE DEVELOPMENT OF THE THUNDER ROCK DEVELOPMENT COULD MATERIALLY AFFECT THE THUNDER ROCK PLEDGED REVENUES AVAILABLE WITHIN THE THUNDER ROCK ZONE.

The Legacy Hills Zone

Private Development in the Legacy Hills Zone

In the Legacy Hills Zone, there are 6,882 detached home lots.

A brief description of current development in the Legacy Hills Zone is as follows.

Single-Family Housing

The Legacy Hills master-planned community will contain a total of 6,882 detached home lots, spread across 40', 50', 60' and 65' wide lots. The community will offer an extensive amenity package, including three "regional" amenity centers and five standard amenity centers. Amenities will include pools, sports courts/fields, various playgrounds, two miles of recreational trails, ponds, and parks. The current concept plan also dedicates space to a future championship golf course and two elementary schools. As of July 2024, horizontal development of lots has already begun. Zonda generally assumes that home sales start six months after the currently expected infrastructure completion date provided by the Legacy Hills Developer. However, in some cases, it appears unlikely that the builder will meet this schedule, the delayed estimated sales start of some programs to 7-12 months following infrastructure completion. Based upon the proposed lot sizes and builders, base prices for the Legacy Hills Development range from \$362,454 to \$648,097.

The Legacy Hills Development and the Legacy Hills Developer

The majority of the land situated within the Legacy Hills Zone is expected to be developed as a proposed 3,132.302-acre master-planned community to be known as "Legacy Hills" (the "Legacy Hills Development") as briefly summarized below and as further described in APPENDIX G hereto. See APPENDIX G for a full description of the Legacy Hills Development.

The Legacy Hills Development. The Legacy Hills Development is located in the City of Celina, Texas. The City of Celina, Texas is located in Collin County, Texas, north of Dallas, Texas. Many residents commute south to Dallas, Denton, Plano and Frisco for various types of employment via Preston Road and future extensions of the Dallas North Tollway. The City of Celina is located in the northern region of the Dallas-Fort Worth-Arlington, Texas Metropolitan Statistical Area (the "DFW MSA"), and is poised for significant growth as the overall DFW MSA continues its growth trajectory.

Much of the land within the Legacy Hills Development has been sold to the builders as described above by MM Celina 3200, LLC, a Texas limited liability company (the "Legacy Hills Developer"), which is an affiliate of Centurion American Custom Homes Inc. d/b/a Centurion American Development Group Inc. ("Centurion"), as described below.

The Legacy Hills Developer. The Legacy Hills Developer is an affiliate of Centurion and was created by Centurion for the purpose of managing and ultimately conveying property in the Legacy Hills Zone to third parties.

NO ASSURANCE CAN BE MADE THAT THE LEGACY HILLS DEVELOPER WILL COMPLETE THE LEGACY HILLS DEVELOPMENT AS DESCRIBED HEREIN. ANY SUCH DELAY IN THE DEVELOPMENT OF THE LEGACY HILLS DEVELOPMENT COULD MATERIALLY AFFECT THE LEGACY HILLS PLEDGED REVENUES AVAILABLE WITHIN THE LEGACY HILLS ZONE.

The Creekview/Mobberly Zone

Private Development in the Creekview/Mobberly Zone

In the Creekview Property, there are 2,066 lots. In the Mobberly Property, there are 1,996 lots.

A brief description of current development in the Creekview/Mobberly Zone is as follows.

Creekview Property

Single-Family Homes: The subject property is planned to include a total of 2,454 detached homes, spread across 40' (388) and 50' wide (2,066) lots. The lots are divided into three zones, known as "Zone A Improvement Area #1", "Zone A Remainder Area", and "Zone B Improvement Area #1". As of August 2024, site development work is underway across all zones. Some lots have already been delivered to builders in Zone A Improvement Area #1 and homes are already under construction. Pacesetter, Bloomfield, and Stonehollow have already begun sales and have sold (put under contract) 27 homes in total since opening in May to July 2024.

Mobberly Property

Single-Family Homes: The subject property is planned to include a total of 1,996 lots (1,019 40' wide and 977 50' wide) when complete. Planned amenities include a swimming pool, dog park, playground, and walking trails. The subject property is accessible from FM 1385, which runs along the western side of the subject property, and Mobberly Road. Undeveloped land surrounds the subject property on all sides. Builders took delivery of all lots in Improvement Area #1 in 2022. Since then, homes have been built and delivered to homebuyers on nearly all of these lots. Homes in Improvement Area #1 that have not yet closed are under contract to home buyers. Construction delays have slowed the delivery of lots from Improvement Area #2. However, 50 lots were delivered to Lennar in Q2 2024 and we expect that the remainder of the lots in Improvement Area #2 will deliver by the end of 2024, allowing sales by M/I and Pulte (Centex) to resume by April 2025.

The Creekview and Mobberly Development and the Creekview and Mobberly Developer

The majority of the land situated within the Creekview Property is expected to be developed as a proposed 1,027.38-acre master-planned community to be known as "Creekview" (the "Creekview Development"), and the majority of the land situated within the Creekview/Mobberly Zone is expected to be developed as a proposed 487.030-acre master-planned community to be known as "Mobberly Farms" (the "Mobberly Development", and together with the Creekview Development, the "Creekview and Mobberly Development") as briefly summarized below and as further described in APPENDIX G hereto. See APPENDIX G for a full description of the Creekview Mobberly Development.

The Creekview and Mobberly Development. The Creekview and Mobberly Development is located in the City of Pilot Point, Texas. The City of Pilot Point, Texas is located in Denton County, Texas, north of Dallas, Texas. Many residents commute south to Dallas, Denton, Plano and Frisco for various types of employment via Highway 380 and future extensions of the Dallas North Tollway. The City of Pilot Point is located in the northern region of the Dallas-Fort Worth-Arlington, Texas Metropolitan Statistical Area (the "DFW MSA"), and is poised for significant growth as the overall DFW MSA continues its growth trajectory.

The land within the Creekview and Mobberly Development is owned by MM Mobberly 236, LLC, a Texas limited liability company ("Mobberly Developer 1"), MM Mobberly 13, LLC, a Texas limited liability company ("Mobberly Developer 2" together with Mobberly Developer 1, the "Mobberly Developer"), and MM Creekview 1027, LLC, a Texas Limited Liability Company (the "Creekview Developer"), which are affiliates of Centurion American Custom Homes Inc. d/b/a Centurion American Development Group Inc. ("Centurion"), as described below.

The Creekview Developer expects to promote the development and redevelopment in the Creekview Property through the use of tax increment financing (the "Creekview Project"). The Creekview Development is planned to include a total of 2,454 detached homes, spread across 40' (388) and 50' wide (2,066) lots. The lots are divided into three zones, known as "Zone A Improvement Area #1", "Zone A Remainder Area", and "Zone B Improvement Area #1". As of August 2024, site development work is underway across all zones. Some lots have already been delivered to builders in Zone A Improvement Area #1 and homes are already under construction. Based upon the proposed lot sizes and builders, the average base prices for the Creekview Development program range from \$398,000 to \$493,000.

The Mobberly Developer expects to promote the development and redevelopment of the Mobberly Property in the Creekview/Mobberly Zone through the use of tax increment financing (the "Mobberly Project"). The Mobberly Development is planned to include a total of 1,996 lots (1,019 40' wide and 977 50' wide) when complete. Planned amenities include a swimming pool, dog park, playground, and walking trails. The Mobberly Development is accessible from FM 1385, which runs along the western side of the Mobberly Development, and Mobberly Road. Undeveloped land surrounds the Mobberly Development on all sides. The Mobberly Development is divided into three zones, known as "Improvement Area #1", "Improvement Area #2" and "Major Improvement Area." Builders took delivery of all lots in Improvement Area #1 in 2022. Since then, homes have been built and delivered to homebuyers on nearly all of these lots. Homes in Improvement Area #1 that have not yet closed are under contract to home buyers. Construction delays have slowed the delivery of lots from Improvement Area #2. However, 50 lots were delivered to Lennar in 2Q24 and it is expected that the remainder of the lots in Improvement Area #2 will deliver by the end of 2024. Based upon the proposed lot sizes and builders, the average base prices for the Mobberly Development program range from \$290,000 to \$368,000.

The Creekview and Mobberly Developers. The Creekview Developer and the Mobberly Developer are affiliates of Centurion and was created by Centurion for the purpose of managing and ultimately conveying property in the Creekview/Mobberly Zone to third parties.

NO ASSURANCE CAN BE MADE THAT THE CREEKVIEW DEVELOPER AND THE MOBBERLY DEVELOPER WILL COMPLETE THE CREEKVIEW AND MOBBERLY DEVELOPMENT AS DESCRIBED HEREIN. ANY SUCH DELAY IN THE DEVELOPMENT OF CREEKVIEW AND MOBBERLY DEVELOPMENT COULD MATERIALLY AFFECT THE CREEKVIEW PLEDGED REVENUES AND THE MOBBERLY PLEDGED REVENUES AVAILABLE WITHIN THE CREEKVIEW/MOBBERLY ZONE.

TAXING PROCEDURES OF THE CITIES

Authority to Levy Taxes

Under Texas law, the Cities are authorized to levy an annual ad valorem tax on all taxable property within its boundaries. Each City has agreed to deposit the relevant Pledged Revenues into the relevant as described in the relevant Development Agreement. See “THE DEVELOPMENT AGREEMENTS.”

Property Tax Code and County-Wide Appraisal District

The Property Tax Code specifies the taxing procedures of all political subdivisions of the State of Texas, including the Cities. Provisions of the Property Tax Code are complex and are not fully summarized here.

The Property Tax Code requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State of Texas an appraisal district with the responsibility for recording and appraising property for all taxing units within a county and an appraisal review board with responsibility for reviewing and equalizing the values established by the appraisal district. Burnet Central Appraisal District for the City of Marble Falls, Collin Central Appraisal District for the City of Celina and the Central Appraisal Districts (Denton Central Appraisal District, Cooke Central Appraisal District, and Grayson Central Appraisal District) for the City of Pilot Point (each an “Appraisal District”) have the responsibility for appraising property for all taxing units within their respective areas, including the Cities. Such appraisal values are subject to review and change by the relevant Appraisal Review Board (the “Appraisal Review Board”). The Property Tax Code requires each appraisal district to comply with the Uniform Standards of Professional Appraisal Practice.

Taxable Property and Exemptions

Except for certain exemptions provided by Texas law, all real property, tangible personal property held or used for the production of income, mobile homes and certain categories of intangible personal property with a tax situs in the Zones are subject to taxation by the relevant City. However, the tax revenue generated by the relevant City on any personal property is not included in the Tax Increments. Principal categories of exempt property include, but are not limited to: property owned by the State of Texas or its political subdivisions if the property is used for public purposes; property exempt from ad valorem taxation by federal law; certain household goods, family supplies, and personal effects; certain goods, wares and merchandise in transit; farm products owned by the producer; certain property of charitable organizations, community housing development organizations, youth development associations, religious organizations, and qualified schools; designated historical sites; and most individually owned automobiles. Furthermore, each City must grant exemptions to certain disabled veterans or certain surviving dependents of disabled veterans, if requested, of between \$5,000 and \$12,000 of assessed valuation depending upon the disability rating of the veteran, if such rating is less than 100%. A veteran who receives a disability rating of 100% and the surviving spouse of such a veteran is entitled to an exemption for the full amount of the veteran’s or surviving spouse’s residential homestead. A partially disabled veteran or the surviving spouse of a partially disabled veteran is entitled to an exemption from taxation of a percentage of the appraised value of his or her residential homestead in an amount equal to the partially disabled veteran’s disability rating if the residential homestead was donated by a charitable organization. Also, subject to certain conditions, the surviving spouse of a member of the armed forces who was killed

in action is entitled to an exemption of the appraised value of the surviving spouse's residential homestead, which may be transferred to a subsequent residential homestead.

Article VIII, Section 1-j of the State Constitution provides for "freeport property" to be exempted from ad valorem taxation unless the governing body of a taxing entity took action prior to January 1, 1990, to tax such property. Freeport property is defined as goods detained in State for 175 days or less for the purpose of assembly, storage, manufacturing, processing or fabrication. Decisions to exempt freeport property are not subject to reversal.

Residential Homestead Exemptions: The Property Tax Code authorizes the governing body of each political subdivision in the State of Texas to exempt up to twenty percent (20%) of the appraised value of residential homesteads from ad valorem taxation. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created.

Additional Homestead Exemptions: Each City may by its own action exempt residential homesteads of persons 65 years of age or older and of certain disabled persons to the extent deemed advisable by the respective governing body of the City. Qualifying surviving spouses of persons 65 years of age or older are entitled to receive a resident homestead exemption equal to the exemption received by the deceased spouse. Each City may be required to offer such an exemption if a majority of voters approve it at an election. Each City would be required to call such an election upon petition by twenty percent (20%) of the number of qualified voters who voted in the preceding election. Each City is authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair City's obligation to pay tax-supported debt incurred prior to adoption of the exemption by each City.

Abatements: Each City and relevant county are authorized to enter into a tax abatement agreement with an owner of real or personal property in the relevant Zone, if the relevant Zone Board approves the agreement and the governing body of the City approves the agreement. A tax abatement agreement may exempt from ad valorem taxation by City for a period of up to ten years, all or any part of the increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed, on the condition that the property owner make specified improvements or repairs to the property.

Historic Tax Exemptions: The governing body of a taxing unit may exempt from taxation part or all of the assessed value of a structure or archeological site and the land necessary for access to and use of the structure or site, if the structure or site is designated as a recorded Texas Historic Landmark or a state archeological landmark by the Texas Historical Commission or is designated as a historically or archeologically significant site in need of tax relief to encourage its preservation by the governing body of the taxing unit.

Exemptions for Community Housing Development Organizations: The Property Tax Code provides that a Community Housing Development Organization (a "CHDO") is entitled to an exemption from taxation of improved or unimproved real property under certain circumstances. A CHDO which applies for an exemption on or after January 1, 2004, is entitled to exemption from taxation of 50 percent of the appraised value of improved or unimproved real property it owns if it has, for at least the three preceding years, (i) been exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code, (ii) met certain requirements for a charitable organization as delineated in the Texas Tax Code; and (iii) had as one or more of its purposes to provide low-income housing. In addition, for property to be exempt, the CHDO must own the property for the purpose of constructing or rehabilitating a housing project and renting or selling the property to an individual or family who is below a specified income level, to be adjusted annually by cost of living.

Valuation of Property for Taxation

Generally, property within the boundaries of each City must be appraised by its Appraisal District at market value as of January 1 of each year. Once an appraisal roll is prepared and finally approved by its Appraisal Review Board, it is used by each City in establishing its tax rolls and tax rate. Assessments under the Property Tax Code are generally to be based on one hundred percent (100%) of market value, as such is defined in the Property Tax Code.

In determining the market value of property, the Appraisal District is required by Texas law to consider the cost, income and market data comparison methods of appraisal and must use the method the Chief Appraiser of the Appraisal District considers most appropriate. If the cost method of appraisal is used to determine the market value of the property, the Appraisal District is required to (i) use cost data from generally accepted sources; (ii) make appropriate adjustments for physical, functional, or economic obsolescence; (iii) make available on request cost data developed and used by the Appraisal District as applied to all properties within a property category; (iv) clearly state the reason for any variation between generally accepted cost data and locally produced cost data if the data vary by more than 10 percent; and (v) make available to the property owner on request all applicable market data that demonstrate the difference between the replacement cost of the improvements to the property and the depreciated value of the improvements. If the Appraisal District uses the income method of appraisal to determine the market value of real property, the Appraisal District is required to: (i) use rental income and expense data pertaining to the property if possible and applicable; (ii) make any projections of future rental income and expenses only from clear and appropriate evidence; (iii) use data from generally accepted sources in determining an appropriate capitalization rate; and (iv) determine a capitalization rate for income-producing property that includes a reasonable return on investment, taking into account the risk associated with the investment. If the Appraisal District uses the market data comparison method of appraisal to determine the market value of real property, the Appraisal District is required to use comparable sales data if possible and adjust the comparable sales to the subject property.

The Texas Constitution and the Property Tax Code allow certain land to be appraised at less than market value. In November 1997, Texas voters approved a constitutional amendment to limit increases in the appraised value of residential homesteads to 10 percent annually regardless of the market value of the property. The Property Tax Code permits land designated for agricultural use, open space or timberland to be appraised at its value based on the land's capacity to produce agricultural or timber products rather than at its fair market value. The Property Tax Code permits under certain circumstances that residential real property inventory held by a person in the trade or business be valued at the price all such property would bring if sold as a unit to a purchaser who would continue the business. Landowners wishing to avail themselves of the agricultural use, open space or timberland designation or residential real property inventory designation must apply for the designation and the appraiser is required by the Property Tax Code to act on each claimant's right to the designation individually. A claimant may waive the special valuation as to taxation by some political subdivisions while claiming it as to another. If a claimant receives the agricultural use designation and later loses it by changing the use of the property or selling it to an unqualified owner, the affected Participant can collect taxes based on the new use, including taxes for the previous five (5) years for open space land and timberland.

The Property Tax Code requires each Appraisal District to implement a plan for periodic reappraisal of property to update appraisal values. The plan must provide for appraisal of all real property in the Appraisal District at least once every three (3) years.

Taxpayer Remedies

Under certain circumstances taxpayers or the Chief Appraiser may appeal the orders of the Appraisal Review Board by filing a timely petition for review in state district court. In such event, the value of the property in question will be determined by the court or by a jury if requested by any party. Additionally, each City may bring suit against the Appraisal District to compel compliance with the Property Tax Code; however, the City may not protest a valuation of individual property. The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property value, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

Tax Rate Limitations

All taxable property within each City is subject to the assessment, levy and collection by the City of a continuing, direct annual ad valorem tax within the limits prescribed by law. Article XI, Section 5, of the Texas Constitution is applicable to each City, and limits its maximum ad valorem tax rate to \$2.50 per \$100 assessed valuation for all City purposes.

The Property Tax Code further limits each City's ad valorem tax rate, which consists of two components: (1) a rate for funding of maintenance and operations expenditures in the current year (the "maintenance and operations

tax rate”), and (2) a rate for funding debt service in the current year (the “debt service tax rate”). Under the Property Tax Code, the assessor for each City must submit an appraisal roll showing the total appraised, assessed, and taxable values of all property in the City to the City Council by August 1 or as soon as practicable thereafter.

The following terms as used in this section have the meanings provided below:

- i. “adjusted” means lost values are not included in the calculation of the prior year’s taxes and new values are not included in the current year’s taxable values.
- ii. “de minimis rate” means the maintenance and operations tax rate that will produce the prior year’s total maintenance and operations tax levy (adjusted) from the current year’s values (adjusted), plus the rate that produces an additional \$500,000 in tax revenue when applied to the current year’s taxable value, plus the debt service tax rate.
- iii. “effective tax rate” means the combined maintenance and operations tax rate and debt service tax rate that will produce the prior year’s total tax levy (adjusted) from the current year’s total taxable values (adjusted).
- iv. “no-new-revenue tax rate” means the combined maintenance and operations tax rate and debt service tax rate that will produce the prior year’s total tax levy (adjusted) from the current year’s total taxable values (adjusted).
- v. “rollback tax rate” means the maintenance and operations tax rate that will produce the prior year’s total maintenance and operations tax levy (adjusted) from the current year’s values (adjusted) multiplied by 1.035, plus the debt service tax rate.
- vi. “special taxing unit” means a city for which the maintenance and operations tax rate proposed for the current tax year is 2.5 cents or less per \$100 of taxable value.
- vii. “unused increment rate” means the cumulative difference between a city’s voter-approval tax rate and its actual tax rate for each of the tax years 2020 through 2022, which may be applied to a city’s tax rate in tax years 2021 through 2023 without impacting the voter-approval tax rate.
- viii. “voter-approval tax rate” means the maintenance and operations tax rate that will produce the prior year’s total maintenance and operations tax levy (adjusted) from the current year’s values (adjusted) multiplied by 1.035, plus the debt service tax rate, plus the “unused increment rate”.

Effective January 1, 2020, the terms rollback tax rate and effective tax rate will be replaced, respectively, with the terms “voter-approval tax rate” and “no-new-revenue tax rate”. Beginning with the 2020 tax year, the procedures in this paragraph and the following paragraphs apply. A city must annually calculate its “voter-approval tax rate” and “no-new-revenue tax rate” (as such terms are defined above) in accordance with forms prescribed by the State Comptroller and provide notice of such rates to each owner of taxable property within the city and the county tax assessor-collector for each county in which all or part of the city is located. A city must adopt a tax rate before the later of September 30 or the 60th day after receipt of the certified appraisal roll, except that a tax rate that exceeds the voter-approval tax rate must be adopted not later than the 71st day before the next occurring November uniform election date. If a city fails to timely adopt a tax rate, the tax rate is statutorily set as the lower of the no- new-revenue tax rate for the current tax year or the tax rate adopted by the city for the preceding tax year.

As described below, the Property Tax Code provides that if a city adopts a tax rate that exceeds its voter-approval tax rate or, in certain cases, its “de minimis rate”, an election must be held to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

A city may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate until each appraisal district in which such city participates has delivered notice to each taxpayer of the estimated total amount of property taxes owed and the city has held a public hearing on the proposed tax increase.

For cities with a population of 30,000 or more as of the most recent federal decennial census, if the adopted tax rate for any tax year exceeds the voter-approval tax rate, that city must conduct an election on the next occurring November uniform election date to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

For cities with a population less than 30,000 as of the most recent federal decennial census, if the adopted tax rate for any tax year exceeds the greater of (i) the voter-approval tax rate or (ii) the de minimis rate, the city must conduct an election on the next occurring November uniform election date to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate. However, for any tax year during which a city has a population of less than 30,000 as of the most recent federal decennial census and does not qualify as a special taxing unit, if a city's adopted tax rate is equal to or less than the de minimis rate but greater than both (a) the no-new-revenue tax rate, multiplied by 1.08, plus the debt service tax rate or (b) the city's voter-approval tax rate, then a valid petition signed by at least three percent of the registered voters in the city would require that an election be held to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

Any city located at least partly within an area declared a disaster area by the Governor of the State or the President of the United States during the current year may calculate its "voter-approval tax rate" using a 1.08 multiplier, instead of 1.035, until the earlier of (i) the second tax year in which such city's total taxable appraised value exceeds the taxable appraised value on January 1 of the year the disaster occurred, or (ii) the third tax year after the tax year in which the disaster occurred.

State law provides cities and counties in the State the option of assessing a maximum one-half percent (1/2%) sales and use tax on retail sales of taxable items for the purpose of reducing its ad valorem taxes, if approved by a majority of the voters in a local option election. If the approved and levied, the no-new-revenue tax rate and voter-approval tax rate must be reduced by the amount of the estimated sales tax revenues to be generated in the current tax year.

The calculations of the no-new-revenue tax rate and voter-approval tax rate do not limit or impact each City's ability to set a debt service tax rate in each year sufficient to pay debt service on all of each City's tax- supported debt obligations.

Each City is also limited in setting its tax rate by restrictions adopted by its voters.

Levy and Collection of Taxes

Taxes are due October 1, or when billed, whichever comes later, and become delinquent after January 31 of the following year. Each City's tax collector is required to enter into an installment payment agreement with any person who is delinquent on the payment of tax on a residential homestead, if the person requests an installment agreement and has not entered into an installment agreement with the collector in the preceding 24 months. The installment agreement must provide for payments to be made in equal monthly installments and must extend for a period of at least 12 months and no more than 36 months. Additionally, the owner of a residential homestead property who is a person 65 years of age or older or disabled is entitled by law to pay current taxes on a residential homestead in installments or to defer the payment of taxes without penalty during the time of ownership.

Rights in the Event of Tax Delinquencies

Taxes levied by the Cities are a personal obligation of the owner of the property as of January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all state and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of the State of Texas and each taxing unit having power to tax the property. Each City's tax lien is on a parity with tax liens of other taxing units. A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of another taxing entity is determined by applicable federal law.

At any time after taxes on property become delinquent, each City may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both, subject to the limitations with respect to residential homesteads described in the preceding section. In filing a suit to foreclose a tax lien on real property, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights and by bankruptcy proceedings that may restrict collection of taxpayer debts. A taxpayer has the right to redeem a mineral estate or property that was used at the time the suit was filed for residential homestead or agricultural purposes within two years after the purchaser's deed issued at the foreclosure sale is filed in the county's real property records. A taxpayer has the right to redeem property that was used for all other purposes within six months after the purchaser's deed is filed in the county records. See "RISK FACTORS—Limitations on Tax Collections and Foreclosure Remedies."

Each City is responsible for the collection of its taxes unless it elects to transfer such functions to another governmental entity.

Effect of FIRREA on Tax Collections

The Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") contains certain provisions which affect the time for protesting property valuations, the fixing of tax liens and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation ("FDIC") when the FDIC is acting as the conservator or receiver of an insolvent financial institution.

Under FIRREA, real property held by the FDIC is still subject to ad valorem taxation, but such act states (i) that no real property of the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary liens shall attach to such property, (ii) the FDIC shall not be liable for any penalties, interest, or fines, including those arising from the failure to pay any real or personal property tax when due, and (iii) notwithstanding failure of a person to challenge an appraisal in accordance with state law, such value shall be determined as of the period for which such tax is imposed.

These provisions may affect the timeliness of collection of taxes on property, if any, owned by the FDIC in the Zones and may prevent the collection of penalties and interest on such taxes or may affect the valuation of such property. See "RISK FACTORS – Limitations on Tax Collections and Foreclosure Remedies."

The Tax Code as it Applies to the Cities

Thunder Rock Zone

The City of Marble Falls does grant an optional exemption of \$10,000 to the market value of the residence homestead of persons 65 years of age or older and the disabled.

The City of Marble Falls does grant an additional exemption of up to 20% for residence homesteads.

The City of Marble Falls taxes business personal property.

The Burnet County Tax Collector collects property taxes for the City of Marble Falls.

The City of Marble Falls does not permit discounts or split payments, except in the case of persons over 65 or disabled who are permitted to pay taxes on homesteads in four installments. The first installment is due on February 1 of each year and the final installment is due on August 1.

The City of Marble Falls grants the Article VIII, Section 1-j property ("freeport property").

The City of Marble Falls does not exempt "goods-in-transit".

The City of Marble Falls currently has two tax increment reinvestment zones.

The City of Marble Falls has created public improvement districts.

The City of Marble Falls has entered into one Chapter 380 agreement regarding developments in the City of Marble Falls.

The City of Marble Falls has entered into two tax abatement agreements.

Legacy Hills Zone

The City of Celina grants an exemption of \$30,000 to the market value of the residence homestead of persons 65 years of age or older and the disabled.

The City of Celina has not granted an additional exemption of 20% of the market value of residence homesteads.

Ad valorem taxes are not levied by the City of Celina against the exempt value of residence homesteads for the payment of debt.

The City of Celina has adopted the tax freeze for citizens who are disabled or are 65 years of age or older, which became a local option and subject to local referendum on January 1, 2004.

The City of Celina does not tax “non-business” leased vehicles; and Collin County Tax Collector collects taxes for the City of Celina.

The City of Celina does not permit split payments of taxes, and discounts for early payment of taxes are not allowed.

The City of Celina does not tax Freeport property.

The City of Celina does not tax “goods-in-transit”.

The City of Celina does participate in Tax Increment Reinvestment Zones.

The City of Celina has no abatement agreements in effect.

Creekview/Mobberly Zone

The City of Pilot Point grants an exemption to the market value of the residence homestead of persons 65 years of age or older of \$10,000; the disabled are granted an exemption of \$10,000.

The City of Pilot Point has not granted an additional exemption of 20% of the market value of residence homesteads; minimum exemption of \$5,000.

The City of Pilot Point has adopted the tax freeze for citizens who are disabled or are 65 years of age or older, which became a local option and subject to local referendum on January 1, 2009.

Ad valorem taxes are not levied by the City of Pilot Point against the exempt value of residence homesteads for the payment of debt.

The City of Pilot Point does not tax nonbusiness personal property, and Denton County Tax Office collects taxes for the City of Pilot Point.

The City of Pilot Point does not permit split payments, and discounts are not allowed.

The City of Pilot Point does tax Freeport Property.

The City of Pilot Point does not tax Goods-in-Transit.

The City of Pilot Point does collect the additional one-half cent sales tax for reduction of ad valorem taxes.

Investment Policy

The City of Marble Falls, the City of Celina, and the City of Pilot Point (together, the “Cities”) invest their investable funds in investments authorized by Texas law and in accordance with their written investment policies approved by the City Council of the Cities. Both State law and the Cities’ investment policies are subject to change. Any investment of funds by the Issuer must conform to the Cities’ investment policies.

RISK FACTORS

Limited Recourse Obligations

THE CERTIFICATES ARE LIMITED RECOURSE OBLIGATIONS SOLELY OF THE ISSUER PAYABLE SOLELY FROM THE TRUST ESTATE AND ARE NOT OBLIGATIONS OF THE CITIES, THE COUNTIES OR THE STATE OF TEXAS AND DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR GENERAL TAXING POWERS OF THE CITIES, THE COUNTIES OR THE STATE OF TEXAS. THE CITIES ARE NOT OBLIGATED TO MAKE ANY PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE CERTIFICATES. FURTHERMORE, THE CERTIFICATES ARE NOT OBLIGATIONS OF THE CITIES, COUNTIES, THE STATE OF TEXAS, OR ANY ENTITY OTHER THAN THE ISSUER. THE ISSUER IS NOT OBLIGATED TO MAKE PAYMENTS ON THE CERTIFICATES FROM TAXES OR ANY MONEYS OTHER THAN THE PLEDGED REVENUES. THE ISSUER HAS NO TAXING POWER.

Consequently, holders of the Certificates must rely solely on the Trust Estate for payments on the Certificates. If the Trust Estate is insufficient to make payments on the Certificates, no other assets will be available for payment of the deficiency and all obligations of the Issuer and any claims against the Issuer in respect of the Certificates will be extinguished and will not thereafter revive.

Because Tax Increment only results from the increase in the Captured Appraised Value of real property located in each Zone over the Tax Increment Base, such Tax Increment may or may not occur in a given year. Any decrease in the appraised value of real property in the Zones may cause a reduction in Tax Increment resulting in a decrease or reduction in the relevant Pledged Revenues.

There is no recourse available to the Developers, the Cities or the Issuer if Pledged Revenues are not available.

The Certificates should be considered speculative investments which are subject to special risk factors.

Risks Inherent in Market Studies

The Market Studies set forth in APPENDIX E hereto provides an assessment of the housing market conditions in the submarkets in which the Projects is located based on current market conditions, which conditions are comprised solely of those specifically identified in the Market Studies, and includes other material assumptions, limitations and qualifications. The Market Studies do not address or evaluate other factors which could impact whether development in the Projects proceeds as described in the Appendices hereto.

Impact of Economic Conditions

The market value of the real property and improvements within the Zones are affected by the demand for such improvements. Demand is affected by many factors, such as interest rates, credit availability, construction costs, energy availability, mobility and the general economic conditions and demographic characteristics of the U.S. economy and the specific economic conditions and demographic characteristics of the area of the Cities.

Appraised Values

The Appraisal Districts determine the taxable value in the Zones annually based on the then current market value of all taxable real property and improvements in the Zones.

Captured Appraised Value is derived from the taxable value of real property and improvements within the relevant Zone from year to year, not from any increase in the appraised value of personal property (such as equipment and inventory).

In determining the market value of property, the Appraisal District is required by Texas law to consider the cost, income and market data comparison methods of appraisal and must use the method the Chief Appraiser of the Appraisal District considers most appropriate. If the cost method of appraisal is used to determine the market value of the property, the Appraisal District is required to (i) use cost data from generally accepted sources; (ii) make appropriate adjustments for physical, functional, or economic obsolescence; (iii) make available on request cost data developed and used by the Appraisal District as applied to all properties within a property category; (iv) clearly state the reason for any variation between generally accepted cost data and locally produced cost data if the data vary by more than 10 percent; and (v) make available to the property owner on request all applicable market data that demonstrate the difference between the replacement cost of the improvements to the property and the depreciated value of the improvements. If the Appraisal District uses the income method of appraisal to determine the market value of real property, the Appraisal District is required to: (i) use rental income and expense data pertaining to the property if possible and applicable; (ii) make any projections of future rental income and expenses only from clear and appropriate evidence; (iii) use data from generally accepted sources in determining an appropriate capitalization rate; and (iv) determine a capitalization rate for income-producing property that includes a reasonable return on investment, taking into account the risk associated with the investment. If the Appraisal District uses the market data comparison method of appraisal to determine the market value of real property, the Appraisal District is required to use comparable sales data if possible and adjust the comparable sales to the subject property.

Residential or commercial buildings that are not occupied or are only partially occupied may be appraised at a lower value than occupied facilities. Under certain circumstances, residential real property inventory held by a person in the trade or business will be valued at the price all such property would bring if sold as a unit to a purchaser who would continue the business. Reduced taxable values of the improvements in the Zone may affect the Pledged Revenues received by the Issuer.

The use of a particular method or combination of methods of appraisal with respect to property in the Zone may, over time, cause a decrease in the Captured Appraised Value in the Zone and, therefore, result in a reduction in the Pledged Revenues.

Title I of the Texas Tax Code (the "Property Tax Code") requires each Appraisal District to implement a plan for periodic reappraisal of property to update appraisal values. The plan must provide for appraisal of all real property in the Appraisal District at least once every three (3) years.

The Issuer cannot make any guarantee that the value of the property and improvements within the Zone will not decrease. Property owners have no obligation to the Zone or the Issuer not to protest property values and/or to render their property for ad valorem taxation at any agreed upon level, or not to seek an exemption from ad valorem taxation. Property owners have the right to protest the appraised value of their property in the Zone annually and are not required to render their property for ad valorem taxation at any agreed upon level, unless required by a development agreement with the Issuer. Owners in the Zone may sell their properties to entities which do not pay ad valorem taxes on their property or convert their property to a use which is exempt from ad valorem taxes. Property owners have the right to seek tax abatements. Property values may also be adversely affected by natural or other disasters resulting in the destruction of property in the Zone. See "Weather Events" below. The appraised value of the property and improvements will be determined and certified by the Appraisal District in accordance with the procedures described above and in "TAXING PROCEDURES OF THE CITIES" and may be at a value lower than projected.

Uncertainty of Calculation and Collection of Tax Increment

Texas law does not require the Cities to levy real property taxes in the Zones or to set a tax rate sufficient to generate any amount of Tax Increments. Texas law only requires the Cities to pay the Tax Increment actually collected by them into the relevant fund created by the Cities. Each City sets its tax rates in accordance with the Texas Property Tax Code, which allows voters to limit an increase in tax rates to the rollback tax rate calculated for such units. See “TAXING PROCEDURES OF THE CITIES.” **If the tax rate of the City declines or the percentage of taxes collected by the City in the relevant Zone declines, the amount of Pledged Revenues available to pay the Certificates will decrease.**

The calculation and collection of Tax Increment are subject to administrative interpretation by the Cities, which may change from time to time, at the option of the Cities. If Tax Increment is not received from the Cities and deposited into the relevant fund on a timely basis or if a City fails to transfer the Pledged Revenues to the Issuer from the relevant fund, there could be a delay in the payment of funds available to make payment of the Certificates.

Additionally, the relevant City is required to set up procedures to adjust Tax Increment when certified values in the Tax Increment Base and each subsequent tax year change. Certified values are established annually for the current tax year, but are subject to change for a number of years thereafter. Value changes can be positive or negative and can be caused by such events as late-filed exemptions, settlement of property value protests, judicial determinations or the addition of property omitted from the roll.

Tax Rates: Impact on Land Values, Development

The Issuer is not a political subdivision of the State of Texas and has no taxing power and no control over the rate of ad valorem taxes assessed or collected by the Cities. Any future circumstances that would cause the Cities to have to raise their respective tax rates to an unusually high level could have a material adverse effect on the value of real property within the Zones and the ability of owners thereof to develop or sell such property. Unusually high ad valorem tax rates, in general, tend to depress real property values, thus lowering the amount of taxes otherwise collected per \$100 valuation, assuming no offsetting increase in the tax rate. Unusually high ad valorem tax rates also have the effect, in general, of discouraging financial institutions from financing improvements due to the risk that the tax rate will adversely affect the developer/owner’s ability to either sell the developed property at an amount sufficient to repay such financing or adversely affect the financial condition of the developer/owner (due to such tax burden) and thus, adversely affect the developer/owner’s ability to repay such financing. Unusually high tax rates, in general, could cause owners of property to default on the payment of their taxes, thus lowering the Cities’ collection rate and the amount of Pledged Revenues received by the Issuer and available to pay the Certificates.

General Factors Affecting Taxable Values and Tax Increment

The Captured Appraised Value of real property in the relevant Zone is partially based on the current market value of all real property in the relevant Zone. The market value of real property is related to many economic conditions, including such factors as interest rates, credit availability, construction costs, energy availability, the continued operation and competitiveness of the private industry in the relevant Zone and the general economic conditions and demographic characteristics of the area in and around the City. Interest rates and the availability of development funding directly impact construction activity, particularly short-term interest rates at which developers are able to obtain financing for development costs. Interest rate levels may affect private development activities within the relevant Zone. Demand for private development in the Zones also could be affected by competition from other developments located in adjacent areas.

Decreases in Captured Appraised Value

A percentage decrease in taxable values results in a larger percentage decrease in the Captured Appraised Value (which subtracts the base year value). For instance, if a zone had a taxable value of \$100 and a Captured Appraised Value of \$5, then a reduction in taxable value to \$95 would be a 5% decrease in taxable values and a 100% decrease in Captured Appraised Value, i.e., there is no Captured Appraised Value. The ratio of Captured Appraised

Value to certified taxable value in this example is 5%. Tax Increments are derived from Captured Appraised Value and so will show the same percentage reduction as the Captured Appraised Value (100% in the example).

Tax and Collection Rates May Decline

The amount of Pledged Revenues available to pay the Certificates is determined by the appraised value of taxable real property and improvements in the Zones, the tax rate of the Cities, and the percentage of taxes actually collected from taxpayers in the Zones and paid into the Tax Increment Fund.

Each City is not required under Texas law or any contract to set a tax rate sufficient to assure any certain dollar amount of Tax Increment or Pledged Revenues; rather, Texas law only requires each City to contribute the Tax Increment actually collected and only to the extent provided in the relevant Development Agreement and Project and Financing Plan. Each City will set its tax rate in accordance with the Texas Property Tax Code (defined herein), which allows voters to limit an increase in the tax rate. In the legislative session which ended in May 2019, the Texas Legislature amended the Texas Property Tax Code to further reduce each City's ability to increase its tax rate without holding an election. See "TAXING PROCEDURES OF THE CITIES—City Tax Rate Limitations."

City of Marble Falls's tax rate for the 2023 tax year is \$0.5400 per \$100 valuation. City of Celina's tax rate for the 2023 tax year is \$0.634759 per \$100 valuation. City of Pilot Point's tax rate for the 2023 tax year is \$0.643710 per \$100 valuation. See "FINANCIAL INFORMATION—Table 5: Historical Ad Valorem Property Tax Increment Collections in the Zone" for tax rates for various previous years. If the tax rate of each City declines, the amount of Pledged Revenues available to pay debt service on the Certificates may decrease.

If the percentage of taxes collected in a Zone declines, the amount of Pledged Revenues available to pay debt service on the Certificates may decrease. Historical tax collection rates may not accurately predict future tax collection rates.

The collection of, and accounting for, Tax Increments involve extensive administration and are subject to error. Moreover, detailed procedures for calculation and collection of Tax Increments are not set forth in the TIF Act and are implemented at the discretion of each taxing unit participating in a tax increment reinvestment zone.

Risk from Weather Events

All of the State, including the Cities, is subject to extreme weather events that can cause loss of life and damage to property through weather events that include strong winds, flooding and heavy rains. It is impossible to predict such weather events and the impact they may have on the Cities, including the value of land or improvements within the Zones.

Tax Collection Limitations and Foreclosure Remedies

The Issuer's ability to make debt service payments may be adversely affected by each City's inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by each City constitutes a lien on the property against which taxes are levied and such lien may be enforced by foreclosure. Foreclosure must be effected through a judicial proceeding. Each City's ability to collect ad valorem taxes through such foreclosure may be impaired by cumbersome, time-consuming and expensive collection procedures or economic and market conditions affecting the marketability of taxable property within the Zones and limiting the proceeds from a foreclosure sale of such property. Moreover, the proceeds of any sale of property within the Zones available to pay debt service on the Certificates may be limited by the current aggregate tax rate being levied against the property and by other factors, including the taxpayers' right to redeem property within six months of foreclosure. Finally, any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within the Zones pursuant to the Federal Bankruptcy Code could stay any attempt by the Cities to collect delinquent ad valorem taxes assessed against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy could affect payment of taxes in two other ways: first, a debtor's confirmation plan may allow a debtor to make installment payments on delinquent taxes for up to six years, and, second, a debtor may

challenge, and a bankruptcy court may reduce, the amount of any taxes assessed against the debtor, including taxes that have already been paid. The Issuer has no control over the collection of property taxes by the Cities.

Limitations on Tax Collections and Foreclosure Remedies

The Financial Institutions Reform, Recovery and Enforcement Act of 1989 (“FIRREA”) contains certain provisions which affect the time for protesting property valuations, the fixing of tax liens and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation (“FDIC”) when the FDIC is acting as the conservator or receiver of an insolvent financial institution. The Issuer is not aware of any real property within the Zones that is held by the FDIC.

Under FIRREA, real property held by the FDIC is still subject to ad valorem taxation, but such act states (a) that no real property of the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary liens shall attach to such property, (b) the FDIC shall not be liable for any penalties or fines, including those arising from the failure to pay any real or personal property tax when due and (c) notwithstanding failure of a person to challenge an appraisal in accordance with state law, such value shall be determined as of the period for which such tax is imposed.

These provisions may affect the timeliness of collection of taxes on property which may be owned in the future by the FDIC in the Zone, and may prevent the collection of penalties and interest on such taxes.

Limited Remedies After Default

Remedies in the event of a default by the Issuer in one or more of its obligations under the Certificates, the Resolution or the Indenture are limited. Although the Indenture provides that the Trustee may attempt to obtain a writ of mandamus requiring performance of such obligations, such remedy may prove a legal impossibility, time-consuming, costly and difficult to enforce. While the Indenture provides for acceleration upon an Event of Default, it may be impossible to accelerate or ever receive such payments under the Indenture.

Bankruptcy Limitation to Owners’ Rights

As is true with many entities that issue debt, there is a risk that the Issuer may file for bankruptcy and afford itself the protection of the Federal Bankruptcy Code. In that case, the Issuer receives the benefit of the automatic stay and creditors, such as the holders of the Certificates, cannot pursue their remedies against it without the permission of the Bankruptcy Court. The Issuer has a right to reorganize and adjust its debts with the approval of the Bankruptcy Court. While the relevant law on this point is not clear, it may be possible for the Issuer to be forced into involuntary bankruptcy by one or more creditors. A bankruptcy filing by or against the Issuer could adversely affect the payment of the Certificates.

Exercise of Third Party Property Rights

As described herein in Appendix G, third parties hold title to certain Third Party Rights applicable to real property within and around the Zones, including reservations of mineral rights and royalty interests and easements, pursuant to various instruments in the chain of title for various tracts of land within and around the Zones.

The Developers do not expect the existence or exercise of such Third Party Rights or other third party real property rights in or around the Zones to have a material adverse effect on the Developments or the property within the Zones. However, none of the Zones, the Placement Agent or the Developers provide any assurances as to such Developer expectations.

Dependence Upon the Developers and the Developments

Each Developer is the developer of the majority of the land within the relevant Zone and the relevant Development comprises the majority of the land and expected taxable value within the relevant Zone. Each Development will be subject to the risks generally incident to real estate investments and development. Many factors

that may affect each Development are not within the control of the relevant Developer. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the various Developments, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the relevant Developer.

The relevant Development cannot be initiated or completed without the relevant Developer obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of the relevant Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the relevant Developer and delay the relevant Development.

If cost overruns and/or delays occur, it may be necessary to redesign the Developments, and there may not be sufficient funds to complete the Developments. Cost overruns and/or delays are a significant risk to be considered in investing in the Certificates. In addition, completion of the Projects will depend on the timely receipt of all permits and approvals required for such construction. Certain other risks and contingencies are associated with completion of, and any future construction or renovation of, the Developments. Contingencies generally involved in construction, such as labor difficulties and problems in obtaining materials, may cause the actual cost of completion to exceed available funds.

Any delay in completion of the relevant Development could materially affect the property value in the relevant Zone and the availability of Pledged Revenues and payments on the Certificates.

Hazardous Substances and Environmental Risks

While governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to the assessment is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or “Superfund Act,” is the most well-known and widely applicable of these laws. It is likely that, should any of the parcels of land located in the Projects be affected by a hazardous substance, the marketability and value of such parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller. Such reduction in value, should it occur, would adversely impact Pledged Revenues within the Zones.

Further, it is possible that liabilities may arise in the future with respect to any of the land within the Projects resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. Should a Developer be exposed to such liabilities, such Developer’s ability to proceed with the development of the applicable Project as planned could be adversely affected.

Changes in State Law Affecting Each City’s Economic Development Program

The Constitution of the State of Texas could be amended in the future in a manner that would restrict or eliminate the ability of a future City Council to fund a grant for economic development within the relevant Zone. State

law, including Chapter 380, could be amended or, in the case of Chapter 380, repealed prior to the funding of any economic development payment by the Cities, in such a manner that the ability to fund such a grant may be restricted or eliminated.

Changes in Tax Increment Legislation

Current law may change so as to directly or indirectly reduce Pledged Revenues available to the Issuer. The Texas Legislature meets biennially in odd numbered years and frequently makes changes to the TIF Act. Changes to the Property Tax Code can also affect the valuation of property in the Zones. The Issuer has no control over such changes.

Marketability of the Certificates

The Issuer has no control over trading of the Certificates in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Certificates. If there is a secondary market, the difference between the bid and asked price may be greater than the bid and asked price of comparable instruments and obligations and quality issued by more traditional issuers as such obligations are more generally bought, sold or traded in the secondary market.

LITIGATION

The Issuer

To the Issuer's knowledge, as of the date of this Private Placement Memorandum there is not pending or overtly threatened, any litigation restraining or enjoining the issuance or delivery of the Certificates or questioning or affecting the validity of the Certificates or the proceedings or authority under which they are to be issued or that in any manner questions the right of the Issuer to enter into the Assignment and Sale Agreement, the Indenture, the Resolution, or the Bond Purchase Agreement or to secure the Certificates in the manner provided therein.

The Developers

At the time of delivery and payment for the Certificates, each Developer will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of such Developer, threatened against or affecting such Developer or any of its respective affiliates wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Developer or its Principal, or would adversely affect the transactions contemplated by, or the validity or enforceability of, the Certificates, the Assignment and Sale Agreement, the Indenture, or otherwise described in this Private Placement Memorandum.

TAX MATTERS

Overview. The following discussion summarizes certain U.S. federal income tax considerations generally applicable to U.S. Holders (as defined below) of the Certificates that acquire their Certificates in the initial offering. Further, the following discussion does not deal with U.S. tax consequences applicable to any given investor, nor does it address the U.S. tax considerations applicable to all categories of investors, some of which may be subject to special taxing rules (regardless of whether or not such investors constitute U.S. Holders), such as certain U.S. expatriates, banks, REITs, RICs, insurance companies, tax-exempt organizations, dealers or traders in securities or currencies, partnerships, S corporations, estates and trusts, investors that hold their Certificates as part of a hedge, straddle or an integrated or conversion transaction, or investors whose "functional currency" is not the U.S. dollar.

U.S. Holders. As used herein, "U.S. Holder" means a beneficial owner of a Certificate that for U.S. federal income tax purposes is an individual citizen or resident of the United States, a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), an estate the income of which is subject to U.S. federal income taxation regardless of its source or a trust where a court within the United States is able to exercise primary supervision over the administration of the trust

and one or more United States persons (as defined in the Code) have the authority to control all substantial decisions of the trust (or a trust that has made a valid election under U.S. Treasury Regulations to be treated as a domestic trust). If a partnership holds Certificates, the tax treatment of such partnership or a partner in such partnership generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships holding Certificates, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the Certificates (including their status as U.S. Holders).

Notwithstanding the rules described below, it should be noted that certain taxpayers that are required to prepare certified financial statements or file financial statements with certain regulatory or governmental agencies may be required to recognize income, gain and loss with respect to the Certificates at the time that such income, gain or loss is recognized on such financial statements instead of under the rules described below (in the case of original issue discount, such requirements are only effective for tax years beginning after December 31, 2018).

Possible Tax Treatment of Certificates. The U.S. federal income tax treatment of the Certificates is uncertain. In particular, it is unclear which U.S. federal income tax rules are properly applicable to interests in a trust, or interests in the corpus of a trust, which have no stated principal amount, no guaranteed repayment of any amount, and periodic payments linked to government receipts, such as incremental property taxes. There may be alternative and reasonable methods of reporting the federal income tax treatment of the Certificates. No ruling from the U.S. Internal Revenue Service (“IRS”) has been issued or will be requested in respect of the Certificates, nor has Transaction Counsel opined on the U.S. federal income tax treatment of the Certificates, and no assurance can be given that the IRS will not assert, or that a court will not rule, that the tax treatment of the Certificates should be other than as described herein. Holders of Certificates are strongly encouraged to consult their own tax advisors as to the U.S. federal and other tax consequences of receiving, holding, and disposing of Certificates in their individual circumstances.

As mentioned above, there may be different and reasonable methods of reporting payments made on the Certificates for federal income tax purposes. For example, use of a cost recovery method that allocates the Certificate purchase price, i.e., the Holder’s basis in the Certificates, may be appropriate. Such a method may involve determining the portion of each payment on the Certificates allocable to the purchase price based on applying certain unstated interest rules to each payment, based on the period from the date of the purchase of the Certificate to the date of payment using the published applicable federal rates.

In certain cases, it is reasonable for a taxpayer to report income, for federal income tax purposes, using a “cost recovery” method of accounting. If available, such a method would allow a taxpayer (here the Certificate Holders) to treat the first amounts received on the Certificates as a non-taxable return on their investment (i.e., their tax basis in the Certificates), up to the amount of such investment. Any amounts received in excess of the Certificate Holders’ basis would be taxed as ordinary income. This approach may be available where an investor acquires, at a significant discount, a contractual obligation calling for periodic payments, where the taxpayer’s cost is definitely ascertainable, and where there is uncertainty as to the amount of future payments or whether the contract will be completely fulfilled. Thus, where there is significant uncertainty as to the timing and amount of future payments, the first payments received may be considered as a return of basis until the full amount of basis has been recovered. Until the investor recovers its entire basis, no allocation of the payments would need to be made between the Holder’s cost and taxable income. As mentioned above, it is not clear whether this method is available in the case of the Certificates and Holders need to consult with their own tax advisors in this regard.

Alternatively, because the Certificates provide for payments at periodic intervals that, subject to the discussion below, can be described as calculated by reference to a specified index (the amount or receipt of the Pledged Revenues) on a notional amount in exchange for specified consideration (the Purchase Price of the Certificates), it would be reasonable to treat the Certificates as financial instruments generally subject to the U.S. federal income tax rules governing notional principal contracts (“NPCs”). In order for a financial instrument to be properly characterized as an NPC, the determination of the amount of the payments under the instrument must be based on current, objectively determinable economic information that is not within the control of the issuer (a “specified index”). It is not certain whether Property Tax Receipts, i.e., the Pledged Revenues, would be properly treated as a specified index for purposes of the NPC rules. In the absence of administrative or judicial guidance to the contrary, it is reasonable to treat the Property Tax Receipts-linked formula as a specified index for purposes of the NPC rules and as payments to holders of Certificates for U.S. federal income tax purposes as payments made in respect of an NPC.

The NPC rules have a specific regime applicable to NPCs that are properly characterized as “caps.” In order to receive payment with respect to the Certificates, the amount of Tax Increment must outperform the Tax Increment Base. If there are no available Pledged Revenues on a payment date, no amount will be paid to Certificate Holders. While the matter is not free from doubt, payments made to holders of the Certificates may reasonably be treated as payments made in respect of an NPC subject to the rules governing caps.

A Certificate Holder will treat the Holder’s purchase price of the Certificates as the tax basis of those Certificates for federal income tax purposes and will allocate a portion of such purchase price to each year and each payment in which the payments may be made over the term of the Certificates. For this purpose, a holder generally would allocate purchase price to each payment under the Certificates, based on the prices of a series of cash-settled options contracts with respect to each such payment. The amount realized by a holder from each payment on a Certificate, therefore, generally should equal the amount of such payment, reduced by the portion of the purchase price allocated to each such payment. The calculations and allocations described in this paragraph are extremely complex. Holders of Certificates should consult their own tax advisors about the implications of these calculations and allocations in their individual circumstances, including the timing for reporting payments and income in respect of the Certificates.

If the Certificates were, instead, treated as NPCs that were not subject to the “cap” rules, the rules for determining the precise amount of a payment required to be included in gross income for U.S. federal income tax purposes would be somewhat different; however, any amounts of income or loss required to be recognized generally would still be treated as ordinary income or loss. Holders of Certificates should consult their individual advisors as to potential alternative applications of the NPC rules to the Certificates in their individual circumstances.

It is possible that the IRS could take a position different than those described above, which could affect the timing and character of income recognized with respect to the Certificates. If the IRS were to successfully assert that the Certificates were properly treated as indebtedness for U.S. federal income tax purposes, the Certificates likely would be treated as contingent payment debt instruments, which would have significantly different tax consequences than those discussed here, including requiring holders to recognize substantial amounts of income under the original issue discount rules prior to the receipt of such income in cash. Alternatively, if the IRS were to successfully assert that the Certificates were properly treated as equity for U.S. federal income tax purposes, holders of Certificates would be subject to materially different U.S. federal income tax consequences than those discussed here. Holders are urged to consult their own tax advisors as to the federal income tax treatment of the acquisition, ownership, and disposition of the Certificates.

Sale or Other Taxable Disposition of the Certificates. Unless a nonrecognition provision of the Code applies, the sale, exchange, redemption, retirement (including pursuant to an offer by the Issuer) or other disposition of a Certificate will be a taxable event for U.S. federal income tax purposes. In such event, in general, a U.S. Holder of a Certificate will recognize gain or loss equal to the difference between (i) the amount of cash plus the fair market value of property received and (ii) the U.S. Holder’s adjusted U.S. federal income tax basis in the Certificate (generally, the purchase price paid by the U.S. Holder for the Certificate, adjusted for amounts previously received). Any such gain or loss generally will be capital gain or loss, and long or short term gain or loss depending on the U.S. Holder’s holding period. In the case of a non-corporate U.S. Holder of the Certificates, the maximum marginal U.S. federal income tax rate applicable to any such gain will be lower than the maximum marginal U.S. federal income tax rate applicable to ordinary income if such U.S. holder’s holding period for the Certificates exceeds one year. The deductibility of capital losses is subject to limitations.

Information Reporting and Backup Withholding. Payments on the Certificates generally will be subject to U.S. information reporting and possibly to “backup withholding.” Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued thereunder, a non-corporate U.S. Holder of the Certificates may be subject to backup withholding at the current rate of 24% with respect to “reportable payments,” which may include amounts paid on the Certificates and the gross proceeds of a sale, exchange, redemption, retirement or other disposition of the Certificates. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number (“TIN”) to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a “notified payee underreporting” described in Section 3406(c) of the Code or (iv) the payee fails to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be

refunded or credited against the U.S. Holder's federal income tax liability, if any, provided that the required information is timely furnished to the IRS. Certain U.S. holders (including among others, corporations and certain tax-exempt organizations) are not subject to backup withholding. A holder's failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.

Foreign Account Tax Compliance Act ("FATCA"). Sections 1471 through 1474 of the Code impose a 30% withholding tax on certain types of payments made to foreign financial institutions, unless the foreign financial institution enters into an agreement with the U.S. Treasury to, among other things, undertake to identify accounts held by certain U.S. persons or U.S.-owned entities, annually report certain information about such accounts, and withhold 30% on payments to account holders whose actions prevent it from complying with these and other reporting requirements, or unless the foreign financial institution is otherwise exempt from those requirements. In addition, FATCA imposes a 30% withholding tax on the same types of payments to a non-financial foreign entity unless the entity certifies that it does not have any substantial U.S. owners or the entity furnishes identifying information regarding each substantial U.S. owner. Under current guidance, failure to comply with the additional certification, information reporting and other specified requirements imposed under FATCA could result in the 30% withholding tax being imposed on payments on the Certificates. In general, withholding under FATCA currently applies to payments of certain types of U.S. source income and, under current guidance, will apply to certain "pass-thru" payments no earlier than the date that is two years after publication of final U.S. Treasury Regulations defining the term "foreign pass-thru payments." Prospective investors should consult their own tax advisors regarding FATCA and its effect on them.

The foregoing summary is included herein for general information only and does not discuss all aspects of U.S. federal taxation that may be relevant to a particular holder of Certificates in light of the holder's particular circumstances and income tax situation. Prospective investors are urged to consult their own tax advisors as to any tax consequences to them from the purchase, ownership and disposition of Certificates, including the application and effect of state, local, non-U.S., and other tax laws.

CONTINUING DISCLOSURE OF INFORMATION

The Certificates are exempt from Rule 15c2-12, promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule") pursuant to Section (d)(1) of the Rule. Further, the Issuer has determined that no financial or operating data of the Issuer is material to any decision to purchase, hold or sell the Certificates and the Issuer will not provide such information. Notwithstanding the foregoing, due to the Issuer's relationship with Centurion and the Developers being affiliates of Centurion, the Issuer has undertaken to provide continuing disclosure regarding financial and operating information regarding the Developers to the beneficial owners of the Certificates or any other person with respect to such disclosures. The Issuer will provide continuing disclosure regarding certain matters as set forth below and in APPENDIX H.

The Issuer has entered into a Continuing Disclosure Agreement with North American Disclosure Data Management, LLC, as Dissemination Agent, (the "Continuing Disclosure Agreement") pursuant to which the Issuer has agreed to provide certain information by certain dates prescribed in the Continuing Disclosure Agreement. The specific nature of the information to be provided under the Continuing Disclosure Agreement is set forth in "APPENDIX H — Form of Continuing Disclosure Agreement." Under certain circumstances, the failure of the Issuer to comply with its obligations under the Continuing Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Continuing Disclosure Agreement would allow the Owners of the Certificates (including owners of beneficial interests in the Certificates) to bring an action for specific performance.

OTHER INFORMATION

No Rating

No application for a rating on the Certificates has been made to any rating agency, nor is there any reason to believe that the Issuer would have been successful in obtaining an investment grade rating for the Certificates had application been made.

Registration and Qualification of Certificates for Sale

The sale of the Certificates has not been registered under the U.S. Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 4(a)(2); and the Certificates have not been qualified under the Securities Act of Texas or any other state in reliance upon various exemptions contained therein; nor have the Certificates been qualified under the securities acts of any jurisdiction. The Issuer assumes no responsibility for qualification of the Certificates under the securities laws of any jurisdiction in which the Certificates may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Certificates shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

Legal Opinions and No-Litigation Certificate

The validity of the Certificates and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, as Bond Counsel and Disclosure Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained on APPENDIX I hereto. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Private Placement Memorandum.

The customary closing papers, including a certificate to the effect that no litigation of any nature has been filed or is then pending to restrain the issuance and delivery of the Certificates, or which would affect the provision made for their payment or security, or in any manner questioning the validity of said Certificates will also be furnished. In its capacity as Bond Counsel, it has reviewed the information contained in this Private Placement Memorandum under the captions “PLAN OF FINANCE – The Certificates,” “SECURITY AND SOURCE OF PAYMENT,” “THE CERTIFICATES,” “THE ASSIGNMENT AGREEMENT,” and “TAX MATTERS” and the information contained in APPENDIX A hereto to determine that the information contained under such captions is an accurate summary of the information purported to be shown. The various legal opinions to be delivered concurrently with the delivery of the Certificates express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the partners to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction. Certain legal matters will be passed upon for the Issuer by Boghetich Law, PLLC d/b/a Texas Real Estate Law as Issuer’s Counsel.

The Issuer will furnish the Placement Agent a certificate, executed by one or more duly authorized representatives of the Issuer, and dated as of the date of delivery of the Certificates, to the effect that no litigation, administrative action, or proceeding seeks to restrain, enjoin, the issuance or delivery of the Certificates, or contests or questions the proceedings and authority under which the Certificates have been authorized and are to be issued, sold, executed, delivered or the validity of the Certificates.

Forward-Looking Statements

The statements contained in this Private Placement Memorandum and in any other information provided by the Issuer that are not purely historical are forward-looking statements, including statements regarding the Issuer’s expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Private Placement Memorandum are based on information available to the Issuer on the date hereof, and the Issuer does not assume any obligations to update any such forward-looking statements. It is important to note that the actual results for the Zone could differ materially from those in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners, and competitors, and legislative, judicial, and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are

difficult or impossible to predict accurately and many of which are beyond the control of the Issuer. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Private Placement Memorandum will prove to be accurate. Certain risks associated with the purchase of the Certificates are set forth under “Risk Factors” herein.

The Issuer will also approve the form and content of this Private Placement Memorandum, and any addenda, supplement or amendment thereto, and authorize its further use in the reoffering of the Certificates by the investors.

(this page intentionally left blank)

APPENDIX A
FORM OF THE INDENTURE

(this page intentionally left blank)

INDENTURE OF TRUST

By and Between

TEXAS COMBINED TIRZ I, LLC, as Issuer

and

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

Securing

\$48,018,000

**TEXAS COMBINED TIRZ I, LLC
CERTIFICATES OF PARTICIPATION, SERIES 2024**

Dated as of December 19, 2024

TABLE OF CONTENTS

	Page
ARTICLE I. DEFINITIONS	5
Section 1.1. Definitions of Terms	5
Section 1.2. Construction of Terms Utilized in this Indenture.....	12
Section 1.3. Incorporation of Preambles into this Indenture.....	12
ARTICLE II. AUTHORIZATION AND ISSUANCE OF THE CERTIFICATES	12
Section 2.1. Authorization and Issuance of the Certificates	12
Section 2.2. Form of the Certificates	12
Section 2.3. Details and Payment of the Certificates	12
Section 2.4. Execution of Certificates; Limited Recourse Obligation of the Issuer; Non-Petition	13
Section 2.5. Conditions Precedent to the Delivery of the Certificates; Authentication by the Trustee	13
ARTICLE III. GENERAL PROVISIONS	14
Section 3.1. Payment of the Certificates	14
Section 3.2. Performance of Covenants; The Issuer	14
Section 3.3. Instruments of Further Assurance	14
Section 3.4. Mutilated, Lost, Stolen, or Destroyed Certificates	14
Section 3.5. Exchange and Registration of Certificates; Trustee Appointed as Certificate Registrar; Persons Treated as Owners.....	15
Section 3.6. Book-Entry-Only System.....	16
Section 3.7. Cancellation of Certificates.....	18
Section 3.8. Unclaimed Funds	18
Section 3.9. Rights under the Assignment Agreement	18
Section 3.10. General Compliance with All Duties and Issuer Performance.....	18
Section 3.11. Designation of any Additional Paying Agents.....	19
Section 3.12. Corporate Existence of the Issuer	19
ARTICLE IV. REVENUES AND FUNDS	20
Section 4.1. Source of Payment of the Certificates/Pledged Revenue Fund.....	20
Section 4.2. Disposition of Proceeds of Sale of the Certificates.....	20
Section 4.3. Investment of the Pledged Revenue Fund.....	21
Section 4.4. Moneys to be Held in Trust	21
Section 4.5. Additional Payments.....	21
Section 4.6. Optional Redemption of Certificates	21
ARTICLE V. DISCHARGE OF THIS INDENTURE	22
Section 5.1. Discharge of Indenture.....	22
ARTICLE VI. EVENTS OF DEFAULT AND REMEDIES	22
Section 6.1. Events of Default	22
Section 6.2. No Acceleration	23
Section 6.3. Remedies; Rights of the Certificate Owners	23
Section 6.4. Right of the Certificate Owners to Direct Proceedings.....	24
Section 6.5. Appointment of Receivers	24
Section 6.6. Waiver.....	24

TABLE OF CONTENTS
(continued)

	Page
Section 6.7. Application of Moneys	24
Section 6.8. Remedies Vested in the Trustee.....	24
Section 6.9. Rights and Remedies of the Certificate Owners	25
Section 6.10. Termination of Proceedings.....	26
Section 6.11. Waivers of Events of Default.....	26
Section 6.12. Notice of Default Under Section 6.1(a) Hereof; Opportunity to Cure Such Defaults.....	26
Section 6.13. Notice to Certificate Owners and Initial Purchaser if Default Occurs	26
ARTICLE VII. TRUSTEE AND PAYING AGENTS	26
Section 7.1. Acceptance of the Trusts.....	26
Section 7.2. Fees, Charges, and Expenses of the Trustee, Certificate Registrar, and any Paying Agents; Additional Payments	29
Section 7.3. Notice to the Certificate Owners.....	29
Section 7.4. Intervention by the Trustee and Initial Purchaser	29
Section 7.5. Successor Trustee by Merger or Otherwise	29
Section 7.6. Resignation by the Trustee.....	30
Section 7.7. Removal of the Trustee.....	30
Section 7.8. Appointment of a Successor Trustee by the Initial Purchaser or Certificate Owners; Temporary Trustee	30
Section 7.9. Successor Trustee	30
Section 7.10. Designation and Succession of Paying Agents	30
Section 7.11. Appointment of a Successor Paying Agent.....	31
Section 7.12. The Successor Trustee as Certificate Registrar, Paying Agent and Custodian of the Pledged Revenue Fund.....	31
Section 7.13. Co-Trustee	31
ARTICLE VIII. SUPPLEMENTAL INDENTURES AND AMENDMENT OF THIS INDENTURE.....	31
Section 8.1. Supplemental Indentures Not Requiring the Consent of the Certificate Owners.....	31
Section 8.2. Supplemental Indentures Requiring the Consent of the Certificate Owners.....	32
Section 8.3. Opinion of Counsel.....	32
ARTICLE IX. COVENANTS AND REPRESENTATIONS	32
Section 9.1. Protection of Assets	32
Section 9.2. Negative Covenants	33
Section 9.3. Representations Relating to the Security Interest in the Trust Estate	34
ARTICLE X. MISCELLANEOUS	34
Section 10.1. Consents of Certificate Owners	34
Section 10.2. Release and Non-recourse.....	35
Section 10.3. Limitation of Rights.....	35
Section 10.4. Severability	35
Section 10.5. Reliance by Issuer Representative	36
Section 10.6. Notices	36
Section 10.7. Payments Due on Holidays	36
Section 10.8. Execution of Counterparts	36
Section 10.9. Applicable Law	37
Section 10.10. Captions	37
Section 10.11. Continuing Disclosure Agreement	37
Section 10.12. Subordination.....	37

TABLE OF CONTENTS
(continued)

	Page
Section 10.13. Entire Agreement	37

INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of December 19, 2024 (this “*Indenture*”), by and between **TEXAS COMBINED TIRZ I, LLC**, a Delaware limited liability company (together with its successors and assigns, herein referred to as the “*Issuer*”), and **COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association duly organized, existing, and authorized to accept and execute trusts of the character herein set forth (together with any co-trustee or successor to its duties and functions, herein referred to as the “*Trustee*”).

WITNESSETH THAT

WHEREAS, pursuant to the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended (the “*Texas Act*”), (1) the City Council of the City of Marble Falls, Texas, created, by Ordinance No. 2020-O-09A, dated September 15, 2020, Reinvestment Zone Number Two, City of Marble Falls, Texas (the “*Thunder Rock Zone*”), to promote the development and redevelopment of certain property (the “*Thunder Rock Property*”) in the Thunder Rock Zone through the use of tax increment financing (the “*Thunder Rock Project*”), (2) the City Council of the City of Celina, Texas, created, by Ordinance No. 2021-74, dated September 14, 2021, Reinvestment Zone Number Thirteen, City of Celina, Texas (the “*Legacy Hills Zone*”), to promote the development and redevelopment of certain property (the “*Legacy Hills Property*”) in the Legacy Hills Zone through the use of tax increment financing (the “*Legacy Hills Project*”) and (3) the City Council of the City of Pilot Point, Texas, created, by Ordinance No. 484-14-2022, dated April 14, 2022, Reinvestment Zone Number Two, City of Pilot Point, Texas (the “*Creekview/Mobberly Zone*”), to (i) promote the development and redevelopment of certain property (the “*Creekview Property*”) in the Creekview/Mobberly Zone through the use of tax increment financing (the “*Creekview Project*”) and (ii) promote the development and redevelopment of certain property (the “*Mobberly Property*”) in the Creekview/Mobberly Zone through the use of tax increment financing (the “*Mobberly Project*”);

WHEREAS, pursuant to (1) the Thunder Rock Development Agreement and the Thunder Rock Project and Finance Plan, the City of Marble Falls has agreed to deposit into a tax increment fund established for the Thunder Rock Zone (the “*Thunder Rock TIRZ Fund*”) an economic development grant of 50% of the ad valorem tax increment attributable to the Thunder Rock Zone (the “*Thunder Rock Revenues*”) until the earlier of (i) 41 years from the date of the Thunder Rock Development Agreement and (ii) the date on which the aggregate amount of the Thunder Rock Revenues, including interest thereon, equals \$124,000,000 (the “*Thunder Rock Termination Date*”), (2) the Legacy Hills Development Agreement and the Legacy Hills Project and Finance Plan, the City of Celina has agreed to deposit into a tax increment fund established for the Legacy Hills Zone (the “*Legacy Hills TIRZ Fund*”) an economic development grant of \$0.10/\$100 of the ad valorem tax increment attributable to the Legacy Hills Zone (the “*Legacy Hills Revenues*”) until the earlier of (i) 36 years from the date of the Legacy Hills Development Agreement and (ii) the date on which the aggregate amount of the Legacy Hills Revenues, including interest thereon, equals \$106,494,281 (the “*Legacy Hills Termination Date*”), (3) the Creekview Development Agreement and the Creekview/Mobberly Project and Finance Plan, the City of Pilot Point has agreed to deposit into a tax increment fund established for the Creekview Property (the “*Creekview TIRZ Fund*”) an economic development grant of 55% of the ad valorem tax increment attributable to the Creekview Property (the “*Creekview Revenues*”) until the earlier of (i) 36 years from the date of the Creekview Development Agreement and (ii) the date on which the aggregate amount of the Creekview Revenues equals \$135,869,385 (the “*Creekview Termination Date*”) and (4) the Mobberly Development Agreement and the Creekview/Mobberly Project and Finance Plan, the City of Pilot Point has agreed to deposit into a tax increment fund established for the Mobberly Property (the “*Mobberly TIRZ Fund*”) an economic development grant of 55% of the ad valorem tax increment attributable to the Mobberly Property (the “*Mobberly Revenues*”) until the earlier of (i) 36 years from the date of the Mobberly Development Agreement and (ii) the date on which the aggregate amount of the Mobberly Revenues equals \$99,792,002 (the “*Mobberly Termination Date*”);

WHEREAS, pursuant to the (1) Thunder Rock Partial Assignment Agreement, the Thunder Rock Developer assigned to 2M Holdings, LP, a Delaware limited partnership (the “*TIRZ Revenue Holder*”), its rights to be paid approximately 87% of the Thunder Rock Revenues owing to the Thunder Rock Developer under the Thunder Rock Development Agreement, (2) Legacy Hills Partial Assignment Agreement, the Legacy Hills Developer assigned to the TIRZ Revenue Holder its rights to be paid approximately 87% of the Legacy Hills Revenues owing to the Legacy Hills Developer under the Legacy Hills Development Agreement, (3) Creekview

Partial Assignment Agreement, the Creekview Developer assigned to the TIRZ Revenue Holder its rights to be paid approximately 87% of the Creekview Revenues owing to the Creekview Developer under the Creekview Development Agreement and (4) Mobberly Partial Assignment Agreement, the Mobberly Developer assigned to the TIRZ Revenue Holder its rights to be paid approximately 87% of the Mobberly Revenues owing to the Mobberly Developer under the Mobberly Development Agreement;

WHEREAS, pursuant to the Assignment Agreement, the TIRZ Revenue Holder has assigned to the Issuer its rights to be paid (1) the Thunder Rock Revenues owing to the Thunder Rock Developer under the Thunder Rock Development Agreement and pursuant to the Thunder Rock Partial Assignment Agreement (the “*Thunder Rock Pledged Revenues*”), (2) the Legacy Hills Revenues owing to the Legacy Hills Developer under the Legacy Hills Development Agreement and pursuant to the Legacy Hills Partial Assignment Agreement (the “*Legacy Hills Pledged Revenues*”), (3) the Creekview Revenues owing to the Creekview Developer under the Creekview Development Agreement and pursuant to the Creekview Partial Assignment Agreement (the “*Creekview Pledged Revenues*”) and (4) the Mobberly Revenues owing to the Mobberly Developer under the Mobberly Development Agreement and pursuant to the Mobberly Partial Assignment Agreement (the “*Mobberly Pledged Revenues*”);

WHEREAS, the Developers and the TIRZ Revenue Holder have applied for the financial assistance of the Issuer, and the Issuer and the Trustee are entering into this Indenture for the purpose of issuing the Certificates of Participation, Series 2024 (the “*Certificates*”) for the purpose of providing funds to finance the Projects and to pay certain costs of issuance of the Certificates;

WHEREAS, the owners of the Certificates will be entitled to the payment from the Pledged Revenues in an amount based on a percentage of the Purchase Price (as defined herein) of a Certificate until the Indenture Termination Date;

WHEREAS, the Certificates are subject to mandatory redemption at the Mandatory Payment Amount (defined herein) on each Certificate Payment Date (defined herein) from Pledged Revenues on deposit in the Pledged Revenue Fund;

WHEREAS, in consideration of the Assignment Agreement and the execution and entering into of this Indenture, the Trustee has agreed to execute and deliver the Certificates as provided herein; and

WHEREAS, all things necessary to make the Certificates, when issued, the valid, binding, and legal special limited obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment of the amounts pledged to secure the payment of the Certificates have been done and performed, and the execution and delivery of this Indenture, and execution and issuance of the Certificates, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, THAT THE TRUSTEE HEREBY ACCEPTS THE TRUSTS IMPOSED ON IT BY THIS INDENTURE, AND THE ISSUER DOES HEREBY COVENANT AND AGREE TO AND WITH THE TRUSTEE, FOR THE EQUAL AND PROPORTIONATE BENEFIT OF ALL HOLDERS OF THE CERTIFICATES AS FOLLOWS:

GRANTING CLAUSES

NOW, THEREFORE, the Issuer, in consideration of the premises and the acceptance by the Trustee of the trust hereby created and of the purchase and acceptance of the Certificates by the Owners thereof, and of the sum of one dollar, in lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the Certificates and to secure the performance and observance by the Issuer of all the covenants and obligations expressed or implied herein and in the Certificates, does hereby grant, alienate, bargain, sell, convey, transfer, assign, grant a security interest in, and pledge unto the

Trustee (to the extent of its legal capacity to hold the same for the purposes hereof) and its successors in trust and assigns forever:

GRANTING CLAUSE FIRST

all right, title, and interest of the Issuer in and to its rights under the Assignment Agreement, including the Issuer's rights to the Pledged Revenues, and all money and investments held in the Pledged Revenue Fund; and

GRANTING CLAUSE SECOND

all products and proceeds (as defined in Article 9 of the UCC) of the foregoing and any investment property, instruments, chattel paper, money, documents, deposit accounts, supporting obligations, general intangibles or accounts (as each such term is defined in the UCC) at any time evidencing or relating to any of the foregoing;

TO HAVE AND TO HOLD all said property of every kind and description, real, personal, or mixed, hereby and hereafter (by supplemental indenture or otherwise) granted, bargained, sold, aliened, remised, released conveyed, collaterally assigned, transferred, mortgaged, hypothecated, pledged, set over, or confirmed as aforesaid, or intended, agreed, or covenanted so to be, together with all the appurtenances thereto appertaining, and all amounts drawn thereunder (said properties and any cash and securities hereafter deposited or required to be deposited with the Trustee (other than any such cash which is specifically stated herein not to be deemed part of the Trust Estate) being herein collectively referred to as the "*Trust Estate*") unto the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and ratable benefit, security, and protection of all present and future Owners of the Certificates issued under and secured by this Indenture without privilege, priority, or distinction as to the lien or otherwise (except as herein expressly provided) of any of the Certificates over any of the other Certificates;

SUBJECT ONLY TO THE RIGHTS OF THE ISSUER TO APPLY AMOUNTS UNDER THE PROVISIONS OF THIS INDENTURE, THE PLEDGE AND ASSIGNMENT OF THE TRUST ESTATE HEREBY MADE SHALL IMMEDIATELY ATTACH THERETO AND SHALL BE EFFECTIVE, BINDING AND ENFORCEABLE FROM AND AFTER THE TIME OF THE DELIVERY BY THE TRUSTEE OF THE FIRST CERTIFICATE AUTHENTICATED AND DELIVERED UNDER THIS INDENTURE. THE SECURITY SO PLEDGED AND ANY ASSIGNMENT THEN OR THEREAFTER RECEIVED BY THE TRUSTEE FROM THE ISSUER AS SECURITY FOR THE CERTIFICATES SHALL IMMEDIATELY BE SUBJECT TO THE LIEN OF SUCH PLEDGE AND ASSIGNMENT AND THE LIEN OF SUCH PLEDGE AND ASSIGNMENT SHALL BE VALID AND BINDING AGAINST THE ISSUER, CREDITORS AND ALL OTHER PARTIES HAVING CLAIMS AGAINST THE ISSUER IRRESPECTIVE OF WHETHER SUCH PARTIES HAVE NOTICE THEREOF AND WITHOUT THE NEED FOR ANY PHYSICAL DELIVERY, RECORDATION, FILING, OR FURTHER ACT;

PROVIDED, HOWEVER, that if the Issuer shall pay, or cause to be paid, the Certificates at the times and in the manner mentioned in the Certificates, according to the intent and meaning thereof, and shall keep, perform, and observe all of the covenants and conditions pursuant to the terms of this Indenture to be kept, performed, and observed by it, and shall pay or cause to be paid to the Trustee and all Paying Agents all sums of money due or to become due in accordance with the terms and provisions hereof, then this Indenture and the rights hereby granted shall cease and determine; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Certificates issued and secured hereunder are to be issued, authenticated, and delivered, and all said property, rights, and interests, including, without limitation, the amounts hereby assigned, are to be dealt with and disposed of, under, upon, and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes hereinafter expressed, and that the Issuer has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective Owners, from time to time, of said Certificates, or any part thereof, as follows:

ARTICLE I. DEFINITIONS

Section 1.1. **Definitions of Terms.** The following terms shall have the following meanings, and any other words and terms defined in this Indenture shall have the same meanings when used herein as assigned to them in this Indenture, unless the context clearly otherwise requires:

“Additional Payments” has the meaning given such term in Section 4.5 hereof.

“Assignment Agreement” means the Assignment and Sale Agreement, dated the Closing Date, between the TIRZ Revenue Holder and the Issuer, pursuant to which the TIRZ Revenue Holder assigns, sells, transfers and conveys to the Issuer, and the Issuer purchases, any and all of the TIRZ Revenue Holder’s rights to the Pledged Revenues under the Development Agreements and the Partial Assignment Agreements, as such agreements may be amended from time to time.

“Bankruptcy Code” means Title 11 of the United States Code, as amended, and any successor statute or statutes having substantially the same function.

“Beneficial Owner” means a “Beneficial Owner” as defined in Section 3.6(b) hereof.

“Board of Directors” means, with respect to the Issuer, the sole member of the Issuer under the Issuer’s constitutive documents.

“Book-Entry-Only Form” or *“Book-Entry-Only System”* means, with respect to the Certificates, a form or system, as applicable, under which (a) the ownership of beneficial interests in the Certificates may be transferred only through a book entry, and (b) physical bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Certificate Owner, with the physical bond certificates held in the custody of the Depository.

“Certificate Counsel” means an attorney or firm of attorneys which are nationally recognized as having expertise in the practice of municipal finance law.

“Certificate Documents” means the documents executed in connection with the issuance of the Certificates, including, but not limited to, this Indenture, the Development Agreements, the Assignment Agreement, the Certificate Placement Agent Engagement Agreement, the Investor Letter, and the Indemnification Agreement, in each case as originally executed or as it may thereafter be amended or supplemented in accordance with its respective terms.

“Certificate Owner” or *“Owner”* or *“Owner of the Certificates”* means, if the Certificates are not then held under the Book Entry-Only System, the registered owner of any Certificate, and means, if the Certificates are then held under the Book Entry-Only System, the Beneficial Owner of the Certificates.

“Certificate Payment Date” means, with respect to each Certificate, (a) the 15th day of March, June, September and December of each year (or, if such day is not a Business Day, the next succeeding Business Day), beginning March 2025, up until the TIRZ Termination Date and (b) the TIRZ Termination Date.

“Certificate Placement Agent Engagement Agreement” means the Certificate Placement Agent Engagement Agreement, dated as of December 13, 2024, by and between the Issuer and the Placement Agent, as such agreement may be amended from time to time.

“Certificate Pro Rata Share” means, with respect to any Certificate on any date, the pro rata share of the Pledged Revenues attributable to such Certificate on such date determined by multiplying the total amount of such Pledged Revenues to be paid to the Certificate Owners on such date by the percentage of the Purchase Price evidenced by such Certificate.

“*Certificate Registrar*” means the Trustee acting as such pursuant to Section 3.5 of this Indenture.

“*Certificate Registration Books*” means the certificate registration books of the Issuer, kept by the Trustee, as Certificate Registrar, for the registration of Certificates and for the registration of transfers of Certificates as provided in this Indenture.

“*Certificates*” has the meaning given such term in the Recitals hereto.

“*Certificates Internal Rate of Return*” means an annualized internal rate of return (computed using the “XIRR” function in Microsoft® Excel 2002 or an equivalent function in another software package), stated on a per annum basis, for the following cash flows, based on the purchase price of such Certificates paid by the holders of the Certificates on the Closing Date: each distribution of principal made to the Holders of the Certificates on any prior Certificate Payment Date and, to the extent necessary to reach the applicable Certificates Internal Rate of Return, the current Certificate Payment Date.

“*City*” means each of the following, as applicable, (1) the City of Marble Falls, Texas, (2) the City of Celina, Texas, and (3) the City of Pilot Point, Texas.

“*Closing Date*” means the date of initial issuance and physical delivery or Book-Entry-Only System delivery of the Certificate in exchange for the Purchase Price therefor.

“*Closing Memorandum*” means the closing memorandum or other similar document delivered to the Trustee on the Closing Date.

“*Continuing Disclosure Agreement*” means the continuing disclosure agreement, dated as of the Closing Date, between the Issuer and North American Disclosure Data Management, LLC, as dissemination agent, as such agreement may be amended from time to time.

“*Costs of Issuance*” means all items of expense directly or indirectly payable by or reimbursable to the Issuer related to the issuance of the Certificates.

“*Costs of Issuance Fund*” means the fund by that name established pursuant to Section 4.2 hereof.

“*Creekview Developer*” means MM Creekview 1027, LLC, a Texas Limited Liability Company.

“*Creekview Development Agreement*” means the Creekview TIRZ No. 2 Economic Development Agreement, dated as of September 1, 2022, by and between the City of Pilot Point, Texas and the Creekview Developer.

“*Creekview Partial Assignment Agreement*” means the Assignment of Creekview TIRZ Grant, dated as of October 5, 2022, between the Creekview Developer and the TIRZ Revenue Holder pursuant to which the Creekview Developer assigned, sold, transferred and conveyed to the TIRZ Revenue Holder, and the TIRZ Revenue Holder purchased, approximately 87% of the Creekview Developer’s rights to the Creekview Pledged Revenues under the Creekview Development Agreement, as such agreement may be amended from time to time.

“*Creekview Pledged Revenues*” has the meaning given such term in the Recitals hereto.

“*Creekview Project*” has the meaning given such term in the Recitals hereto.

“*Creekview Property*” has the meaning given such term in the Recitals hereto.

“*Creekview Termination Date*” has the meaning given such term in the Recitals hereto.

“*Creekview TIRZ Fund*” has the meaning given such term in the Recitals hereto.

“Creekview/Mobberly Project and Finance Plan” means Reinvestment Zone Number Two, City of Pilot Point, Texas Preliminary Project and Finance Plan, approved by the City Council of the City of Pilot Point, Texas, on April 14, 2022.

“Creekview/Mobberly Zone” has the meaning given such term in the Recitals hereto.

“Default” means any event or condition which, with notice, the passage of time or any combination of the foregoing, would constitute an Event of Default.

“Depository” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its participants or otherwise, a Book-Entry-Only System to record ownership of beneficial interests in the Certificates, and to effect transfers of the Certificates, in Book-Entry-Only Form. The initial Depository for the Certificates shall be DTC.

“Developers” means, collectively, (1) the Thunder Rock Developer, (2) the Legacy Hills Developer, (3) the Creekview Developer and (4) the Mobberly Developer.

“DTC” means The Depository Trust Company, New York, New York, the initial securities depository of the Book-Entry-Only System described in Section 3.6 hereof. DTC is a limited purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended.

“Event of Default” means an event of default specified in Section 6.1 hereof.

“External Revenue” has the meaning given such term in Section 4.6 hereof.

“Financing Statements” has the meaning specified in Section 9-102(a)(39) of the UCC.

“Grant” or “Granted” means to grant, bargain, sell, convey, assign, transfer, mortgage, pledge, create and grant a security interest in and right of setoff against, deposit, set over and confirm. A Grant of the Trust Estate, or of any other instrument, shall include all rights, powers and options (but none of the obligations) of the granting party thereunder, including, the immediate continuing right to claim for, collect, receive and receipt for principal and interest payments in respect of the Trust Estate, and all other Monies payable thereunder, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring Proceedings in the name of the granting party or otherwise, and generally to do and receive anything that the granting party is or may be entitled to do or receive thereunder or with respect thereto.

“Indemnification Agreement” means the Indemnification Agreement, dated as of the Closing Date, by and among the Issuer, the Developers, the Placement Agent and the Trustee, as such agreement may be amended from time to time.

“Indenture” means this Indenture of Trust, dated as of the Closing Date, by and between the Issuer and the Trustee, and all amendments and supplements thereto.

“Indenture Termination Date” means the earliest to occur of (i) the TIRZ Termination Date, (ii) the date on which the Certificate Owners have achieved the Required IRR and (iii) the Redemption Date of the Certificates and the payment to the Certificate Owners of the Optional Redemption Amount.

“Initial Purchaser” means the Person designated in writing to the Trustee and the Issuer from time to time as the “Initial Purchaser” by a Majority of Owners. The Initial Purchaser shall be CEDAR RAPIDS BANK AND TRUST COMPANY and its successors or assigns.

“Investment Obligations” means any of the following obligations if and to the extent that, at the time of making such investment, they are permitted by applicable law:

(1) Direct obligations of (including obligations issued or held in book-entry form on the books of) the Department of the Treasury of the United States of America;

(2) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- a) Export-Import Bank
- b) Farm Credit System Financial Assistance Corporation
- c) Rural Economic Community Development Administration (formerly the Farmers Home Administration)
- d) General Services Administration
- e) U.S. Maritime Administration
- f) Small Business Administration
- g) Government National Mortgage Association (GNMA)
- h) U.S. Department of Housing & Urban Development (PHA’s)
- i) Federal Housing Administration
- j) Federal Financing Bank

(3) U.S. dollar denominated deposit accounts, federal funds and bankers’ acceptances with domestic commercial banks (including the Trustee and its affiliates and subsidiaries) which have a rating on their short-term certificates of deposit on the date of purchase of “A-1” or “A-1+” by S&P and “P-1” by Moody’s and maturing no more than 360 days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(4) Investments in a money market fund secured by any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state rated “AAAm” or “AAAm-G” by S&P, including such funds for which the Trustee or an affiliate of the Trustee acts as an investment advisor or provides other services; and

(5) Commercial paper which is rated at the time of purchase in the single highest classification, “A-1+” by S&P and “P-1” by Moody’s and which matures not more than 270 days after the date of purchase.

The Trustee shall be entitled to assume that any investment which at the time of purchase is an Investment Obligation remains an Investment Obligation thereafter, absent receipt of written notice or actual knowledge of a responsible officer in the corporate trust department of the Trustee to the contrary. The Trustee shall have no responsibility to monitor the ratings of Investment Obligations after the initial purchase of or investment in such Investment Obligations.

“Investor Letter” means the letter executed by the Initial Purchaser evidencing the sale of the Certificates to the Initial Purchaser substantially in the form attached hereto as Exhibit B.

“IRR” means internal rate of return.

“Issuer” means Texas Combined TIRZ I, LLC, a Delaware limited liability company.

“Issuer Representative” means any officer, director or other Person designated by resolution of the Board of Directors of the Issuer (whether such resolution is adopted in connection with the issuance of the Certificates or otherwise) or by the Issuer’s constitutive documents as an ‘Authorized Signatory’ empowered to, among other things, execute and deliver on behalf of the Issuer this Indenture, the Certificate Documents to which the Issuer is a party, and the Certificates.

“Legacy Hills Developer” means MM Celina 3200, LLC, a Texas limited liability company.

“Legacy Hills Development Agreement” means the TIRZ No. 13 Economic Development Agreement, dated as of September 28, 2021, by and between the City of Celina, Texas, the Legacy Hills Developer and the Board of Directors of Reinvestment Zone Number Thirteen, City of Celina, Texas.

“Legacy Hills Partial Assignment Agreement” means the Assignment of Legacy Hills TIRZ Grant, dated as of October 5, 2022, between the Legacy Hills Developer and the TIRZ Revenue Holder pursuant to which the Legacy Hills Developer assigned, sold, transferred and conveyed to the TIRZ Revenue Holder, and the TIRZ Revenue Holder purchased, approximately 87% of the Legacy Hills Developer’s rights to the Legacy Hills Pledged Revenues under the Legacy Hills Development Agreement, as such agreement may be amended from time to time.

“Legacy Hills Pledged Revenues” has the meaning given such term in the Recitals hereto.

“Legacy Hills Project” has the meaning given such term in the Recitals hereto.

“Legacy Hills Project and Finance Plan” means the Preliminary Project Plan and Finance Plan, dated as of September 14, 2021.

“Legacy Hills Property” has the meaning given such term in the Recitals hereto.

“Legacy Hills Termination Date” has the meaning given such term in the Recitals hereto.

“Legacy Hills TIRZ Fund” has the meaning given such term in the Recitals hereto.

“Legacy Hills Zone” has the meaning given such term in the Recitals hereto.

“Majority of Owners” means, at any time, the Owners of Outstanding Certificates evidencing more than 50% of the Purchase Price.

“Mandatory Payment Amount” means, with respect to each Certificate Payment Date, the Certificate Pro Rata Share due on each Certificate on such Certificate Payment Date.

“Mobberly Developer” means, collectively, (1) MM Mobberly 236, LLC, a Texas limited liability company, and (2) MM Mobberly 13, LLC, a Texas limited liability company.

“Mobberly Development Agreement” means Mobberly TIRZ No. 2 Economic Development Agreement, dated as of May 12, 2022, by and between the City of Pilot Point, Texas, and the Mobberly Developer.

“Mobberly Partial Assignment Agreement” means the Assignment of Mobberly TIRZ Grant, dated as of October 5, 2022, between the Mobberly Developer and the TIRZ Revenue Holder pursuant to which the Mobberly Developer assigned, sold, transferred and conveyed to the TIRZ Revenue Holder, and the TIRZ Revenue Holder purchased, approximately 87% of the Mobberly Developer’s rights to the Mobberly Pledged Revenues under the Mobberly Development Agreement, as such agreement may be amended from time to time.

“Mobberly Pledged Revenues” has the meaning given such term in the Recitals hereto.

“Mobberly Project” has the meaning given such term in the Recitals hereto.

“Mobberly Property” has the meaning given such term in the Recitals hereto.

“Mobberly Termination Date” has the meaning given such term in the Recitals hereto.

“Mobberly TIRZ Fund” has the meaning given such term in the Recitals hereto.

“Money” has the meaning specified in Section 1-201(24) of the UCC.

“Optional Redemption Amount” has the meaning given such term in Section 4.6 hereof.

“Outstanding” or *“Certificates Outstanding”* or *“Certificates then outstanding”* means, as of the time in question, all Certificates which have been executed and delivered by the Issuer under this Indenture, except:

(i) Certificates theretofore canceled or delivered to the Trustee for cancellation, after purchase in the open market.

(ii) Certificates in lieu of which other Certificates have been authenticated and delivered under this Indenture.

“Partial Assignment Agreements” means, collectively, (1) the Thunder Rock Partial Assignment Agreement, (2) the Legacy Hills Partial Assignment Agreement, (3) the Creekview Partial Assignment Agreement and (4) the Mobberly Partial Assignment Agreement.

“Paying Agent” means any bank or trust company designated pursuant to this Indenture to serve in addition to the Trustee as paying agent or place of payment of the Certificate Pro Rata Share and any successors designated pursuant to this Indenture.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

“Placement Agent” means SAMCO Capital Markets, Inc., in its capacity as placement agent under the Certificate Placement Agent Engagement Agreement.

“Pledged Revenue Fund” means the fund by that name established pursuant to Section 4.1 hereof.

“Pledged Revenues” means, collectively, (1) the Thunder Rock Pledged Revenues, (2) the Legacy Hills Pledged Revenues, (3) the Creekview Pledged Revenues and (4) the Mobberly Pledged Revenues.

“Proceeding” means any suit in equity, action at law or other judicial or administrative proceeding.

“Proceeds Fund” means the fund by that name established pursuant to Section 4.2 hereof.

“Project and Finance Plans” means, collectively, (1) the Thunder Rock Project and Finance Plan, (2) the Legacy Hills Project and Finance Plan and (3) the Creekview/Mobberly Project and Finance Plan.

“Projects” means, collectively, (1) the Thunder Rock Project, (2) the Legacy Hills Project, (3) the Creekview Project and (4) the Mobberly Project.

“Purchase Price” means the purchase price paid by the Initial Purchaser for the Certificates upon their initial issuance on the Closing Date, as reflected in the Certificate Placement Agent Engagement Agreement.

“Record Date” means the close of business on the fifteenth calendar day of the month preceding a Certificate Payment Date for the Certificates.

“*Redemption Date*” means any Business Day on which the Certificates are redeemed in whole pursuant to Section 4.6 hereof.

“*Redemption Direction*” means a certificate in the form attached as Exhibit C hereto to be executed by the TIRZ Revenue Holder.

“*Required IRR*” means, with respect to each Certificate Owner, the amount required to achieve for each such Certificate Owner the applicable IRR set forth below:

Term	Required IRR
1-5 years	12.00%
6 years	11.00%
7 years	10.00%
8-11 years	9.00%

“*Resolution*” means the resolution or resolutions of the Board of Directors of the Issuer authorizing the execution and delivery of this Indenture, the Assignment Agreement, Certificate Placement Agent Engagement Agreement and the Indemnification Agreement and the issuance of the Certificates.

“*Revenues*” means, collectively, (1) the Thunder Rock Revenues, (2) the Legacy Hills Revenues, (3) the Creekview Revenues and (4) the Mobberly Revenues.

“*Securities Act*” means the federal Securities Act of 1933, as amended.

“*Thunder Rock Developer*” means MM Marble Falls 1070, LLC, a Texas limited liability company.

“*Thunder Rock Development Agreement*” means the TIRZ No. 2 Economic Development Agreement, dated as of December 7, 2021, by and between the City of Marble Falls, Texas, the Thunder Rock Developer and the Board of Directors of Reinvestment Zone Number Two, City of Marble Falls, Texas.

“*Thunder Rock Partial Assignment Agreement*” means the Assignment of Marble Falls TIRZ Grant, dated as of October 5, 2022, between the Marble Falls Developer and the TIRZ Revenue Holder pursuant to which the Marble Falls Developer assigned, sold, transferred and conveyed to the TIRZ Revenue Holder, and the TIRZ Revenue Holder purchased, approximately 87% of the Marble Falls Developer’s rights to the Marble Falls Pledged Revenues under the Marble Falls Development Agreement, as such agreement may be amended from time to time.

“*Thunder Rock Pledged Revenues*” has the meaning given such term in the Recitals hereto.

“*Thunder Rock Project*” has the meaning given such term in the Recitals hereto.

“*Thunder Rock Project and Finance Plan*” means the Final Project and Financing Plan TIRZ No. 2, dated December 7, 2021.

“*Thunder Rock Property*” has the meaning given such term in the Recitals hereto.

“*Thunder Rock Termination Date*” has the meaning given such term in the Recitals hereto.

“*Thunder Rock TIRZ Fund*” has the meaning given such term in the Recitals hereto.

“*Thunder Rock Zone*” has the meaning given such term in the Recitals hereto.

“*TIRZ Revenue Holder*” has the meaning given such term in the Recitals hereto.

“*TIRZ Termination Date*” means the latest to occur of (1) the Thunder Rock Termination Date, (2) the Legacy Hills Termination Date, (3) the Creekview Termination Date and (4) the Mobberly Termination Date.

“*Trust Estate*” has the meaning stated in the Granting Clauses.

“*Trustee*” means the trustee at the time serving as such under this Indenture. Computershare Trust Company, National Association is the initial Trustee as of the date of this Indenture.

“*UCC*” means the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction.

“*Zones*” means, collectively, (1) the Thunder Rock Zone, (2) the Legacy Hills Zone and (3) the Creekview/Mobberly Zone.

Section 1.2. **Construction of Terms Utilized in this Indenture.** If appropriate in the context of this Indenture, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders. Reference to any party shall mean that party, its permitted successors and assigns.

Section 1.3. **Incorporation of Preambles into this Indenture.** The preambles hereto are hereby incorporated into, and made a part of this Indenture for all purposes.

ARTICLE II. AUTHORIZATION AND ISSUANCE OF THE CERTIFICATES

Section 2.1. **Authorization and Issuance of the Certificates.** The Certificates are hereby authorized to be issued as fully registered certificates in one series of Certificates, in minimum authorized denominations of \$100,000 and increments of \$1.00 in excess thereof, without interest coupons, for the purpose of providing funds to finance the Projects and to pay Costs of Issuance of the Certificates. The Purchase Price of the Certificates to be paid by the Initial Purchaser is the amount set forth in the Closing Memorandum. The Purchase Price constitutes the amount being paid by the Initial Purchaser on the Closing Date in order to acquire the Certificates and does not constitute or otherwise correspond to the principal amount of the Certificates.

On the Closing Date, the Certificates shall be issued as follows:

Certificate No.	Percentage of Purchase Price
R-1	100%

Section 2.2. **Form of the Certificates.** The Certificates shall be substantially in the form set forth in Exhibit A attached hereto, with such appropriate variations, omissions, and insertions as are permitted or required by this Indenture and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto. CUSIP numbers shall be printed on the Certificates, and the application for CUSIP numbers with CUSIP Global Services is hereby authorized, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Certificates. The Certificates shall be numbered consecutively “R-1” and upward. The Certificates may be typewritten, printed, lithographed, engraved or produced in similar manner.

Section 2.3. **Details and Payment of the Certificates.** The Certificates shall be dated December 19, 2024. On each Certificate Payment Date, the Certificates shall be subject to mandatory redemption at the Mandatory Payment Amount from the funds on deposit in the Pledged Revenue Fund based on each Owner’s Certificate Pro Rata Share. No interest is payable on the Certificates. Payment of each Owner’s Certificate Pro Rata Share shall be payable in lawful money of the United States of America (i) by check mailed to the registered Owner thereof at his or her address as it appears on the Certificate Registration Books on the Record Date or (ii) pursuant to other customary arrangements made by such registered Owner and acceptable to the Paying Agent. Such payments

with respect to Certificates registered in the Book-Entry-Only System shall be paid as provided in Section 3.6 hereof. On or before each Certificate Payment Date, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of, each Certificate Pro Rata Share. CUSIP number identification with appropriate dollar amounts for each CUSIP number must accompany all payments of each Certificate Pro Rata Share, whether by check or by wire transfer.

Section 2.4. **Execution of Certificates; Limited Recourse Obligation of the Issuer; Non-Petition**

Subject to Section 3.10, the Certificates shall be executed on behalf of the Issuer with the manual or facsimile signature of an Issuer Representative, and shall have impressed or imprinted thereon the official corporate seal of the Issuer or a facsimile thereof. All authorized facsimile signatures shall have the same force and effect as manual signatures. In case any officer of the Issuer whose signature or a facsimile of whose signature shall appear on the Certificates shall cease to be such officer before the delivery of such Certificates, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he had remained in office until delivery.

The obligations of the Issuer under the Certificates and this Indenture are limited recourse obligations of the Issuer payable solely from the Trust Estate and following realization of the Trust Estate, and application of the proceeds thereof in accordance with this Indenture, all obligations of and any claims against the Issuer hereunder or in connection herewith after such realization shall be extinguished and shall not thereafter revive. No recourse shall be had against any officer, director, employee, shareholder or incorporator of the Issuer or its affiliates, successors or assigns for any amounts payable under the Certificates or this Indenture. It is understood that the foregoing provisions of this paragraph shall not (i) prevent recourse to the Trust Estate for the sums due or to become due under any security, instrument or agreement which is part of the Trust Estate or (ii) constitute a waiver, release or discharge of any indebtedness or obligation evidenced by the Certificates or secured by this Indenture until such Trust Estate has been realized. It is further understood that the foregoing provisions of this paragraph shall not limit the right of any Person to name the Issuer as a party defendant in any Proceeding or in the exercise of any other remedy under the Certificates or this Indenture, so long as no judgment in the nature of a deficiency judgment or seeking personal liability shall be asked for or (if obtained) enforced against any such Person or entity.

Notwithstanding any other provision of this Indenture, none of the Trustee, the Initial Purchaser or the Certificate Owners may, prior to the date which is one year and one day (or if longer, any applicable preference period) after the payment in full of all Certificates and any other debt obligations of the Issuer that have been rated upon issuance by any rating agency at the request of the Issuer, institute against, or join any other Person in instituting against, the Issuer any bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation Proceedings, or other Proceedings under U.S. federal or state bankruptcy or similar laws. Nothing in this Section 2.4 shall preclude, or be deemed to estop, the Trustee, the Initial Purchaser or any Certificate Owner (i) from taking any action prior to the expiration of the aforementioned period in (A) any case or Proceeding voluntarily filed or commenced by the Issuer or (B) any involuntary insolvency Proceeding filed or commenced by a Person other than the Trustee, the Initial Purchaser or such Certificate Owner or (ii) from commencing against the Issuer or any of its properties any legal action which is not a bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation Proceeding.

Section 2.5. **Conditions Precedent to the Delivery of the Certificates; Authentication by the Trustee.** The Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate the Certificates as provided hereinafter in this Section.

Prior to and as a condition precedent to the delivery of the Certificates, there shall be filed with the Trustee:

- (a) A copy of the Resolution, duly certified by an Issuer Representative;
- (b) An original executed counterpart of this Indenture;
- (e) A copy of the executed Investor Letter;
- (f) A copy of the executed Certificate Placement Agent Engagement Agreement;

- (g) A copy of the executed Indemnification Agreement;
- (h) A copy of the executed Assignment Agreement;
- (i) A copy of the executed opinion of Certificate Counsel;
- (j) A written authorization to the Trustee on behalf of the Issuer to authenticate and deliver the Certificates to the purchasers therein identified upon payment to the Trustee for the account of the Issuer of the sum specified in such written authorization; and such written authorization shall direct the Trustee as to the disposition of the Certificate proceeds;
- (k) A copy of the Closing Memorandum; and
- (l) Such opinions of counsel and officer's certificates as are reasonably requested by counsel to the Initial Purchaser prior to the Closing Date regarding the existence and statutory powers of the Issuer, the authorization, validity, and enforceability of the Certificates, this Indenture and other matters regarding the issuance and sale of the Certificates.

No Certificates shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Certificates substantially in the form hereinafter set forth shall have been fully executed by the Trustee, and such executed certificate of the Trustee upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Certificate shall be deemed to have been executed by it if manually signed by an authorized officer or signatory of the Trustee, but it shall not be necessary that the same officer or signatory sign the certificate of authentication on all of the Certificates issued.

ARTICLE III. GENERAL PROVISIONS

Section 3.1. **Payment of the Certificates.** The Issuer covenants that it will duly and punctually pay the Mandatory Payment Amount of the Certificates issued under this Indenture and Outstanding, based on the Certificate Pro Rata Share of each Owner on each Certificate Payment Date (after payment of certain expenses described in Section 4.1) in the manner provided herein and in the Certificates.

Section 3.2. **Performance of Covenants; The Issuer.** Subject to Section 3.10, the Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions required to be performed by it and contained in this Indenture, in any and every Certificate executed and delivered hereunder, and in all of its proceedings pertaining hereto. The Issuer covenants that it is duly authorized to issue the Certificates authorized hereby and to execute this Indenture, and pledge the Pledged Revenues to the Trust Estate, that all actions on its part for the issuance of the Certificates and the execution and delivery of this Indenture have been duly and effectively taken; and that the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the Issuer according to the terms thereof and hereof.

Section 3.3. **Instruments of Further Assurance.** Subject to Section 3.10, the Issuer covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such indentures supplemental hereto and such further acts, instruments, and transfers as the Trustee or the Initial Purchaser may reasonably require for the more effectual assignment unto the Trustee of the Pledged Revenues. The Issuer further covenants that it will not create or suffer to be created any lien, encumbrance, or charge upon the Trust Estate (or any portion thereof) or any other income therefrom except the lien and charge secured hereby.

Section 3.4. **Mutilated, Lost, Stolen, or Destroyed Certificates.** If (1) any mutilated Certificate is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss, or theft of any Certificate, and (2) there is delivered to the Trustee such security or indemnity as may be required to save the Issuer and the Trustee harmless, then, in the absence of actual notice to the Issuer or the Trustee that such Certificate has

been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Trustee shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same percentage of the Purchase Price bearing a number not contemporaneously Outstanding.

If, after the delivery of such new Certificate, a bona fide purchaser of the original Certificate in lieu of which such new Certificate was issued presents for payment or registration such original Certificate, the Trustee shall be entitled to recover such new Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Trustee or the Issuer in connection therewith.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate under this Section, the Issuer may require payment by the Certificate Owner of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

Section 3.5. **Exchange and Registration of Certificates; Trustee Appointed as Certificate Registrar; Persons Treated as Owners.** The provisions of this Section are subject to the applicable provisions of Section 3.6 hereof:

(a) **Exchange.** Certificates initially authenticated hereunder may, at the option of the Owner thereof, be exchanged for Certificates of different denominations. Any Certificates delivered in exchange for the Certificates initially authenticated hereunder shall have the same percentage of the Purchase Price and be in denominations authorized by this Indenture as the Certificates to be exchanged at the time of the exchange. Certificates delivered in exchange for the Certificates authenticated hereunder shall be further exchangeable, upon the same terms and conditions as the Certificates authenticated hereunder.

(b) **Appointment; Registration.** The Trustee is hereby appointed as Certificate Registrar and as such shall keep the Certificate Registration Books. At reasonable times and under reasonable regulations established by the Trustee, the Certificate Registration Books may be inspected and copied by the Issuer, by the Initial Purchaser or by any Owner (or legal representative thereof) of 25% or more of the percentage of the Purchase Price of the Certificates then Outstanding.

(c) **Transfer.** The transfer of any Certificate issued pursuant to the provisions of this Indenture may be registered only upon the Certificate Registration Books upon surrender of such Certificate to the Certificate Registrar together with (i) an assignment duly executed by the Owner or his legal representative in the form herein prescribed and a guarantee of signature in a form acceptable to the Certificate Registrar and (ii) an instrument in writing duly executed by the Owner and the transferee(s) certifying as to the percentage(s) of such Certificate (or portion thereof) being transferred to such transferee(s). The transferor shall also provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

(d) Delivery, Cancellation, Charges. In all cases in which Certificates shall be exchanged or the transfer of Certificates shall be registered hereunder, the Issuer shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Certificates in accordance with the provisions of this Indenture. The Trustee shall provide, and shall be responsible for determining all appropriate information in connection with the transfer or exchange of Certificates pursuant to the provisions of this Indenture including calculations as to the denominations of and percentages of the Purchase Price evidenced by all such Certificates. All Certificates surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Trustee unless the Issuer shall direct the Trustee in writing to hold such Certificates in safekeeping for delivery in exchange for Certificates in accordance with the provisions of this Section. The Issuer or the Trustee may make a charge to the Certificate Owner for every such exchange or registration of transfer of Certificates sufficient to reimburse it for any tax, fee, or other governmental charge required to be paid, and any and all expenses incurred, with respect to such exchange or registration of transfer, and such charge shall be paid before any such new Certificate shall be delivered. Neither the Issuer nor the Trustee shall be required to make any such exchange or registration of transfer of Certificates during the period from the Record Date immediately preceding the Certificate Payment Date to said Certificate Payment Date on the Certificates.

(e) Ownership. As to any Certificate, the person in whose name the same shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of the Certificate Pro Rata Share of any such Certificate shall be made only to or upon the order of the Owner thereof or his legal representative as of the applicable Record Date. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

(f) Restrictions on Initial Ownership and Subsequent Transfer. Notwithstanding any other provision hereof, each initial Beneficial Owner (as defined herein) of the Certificates shall be a “Qualified Institutional Buyer” (as defined in Rule 144A under the Securities Act) that has provided an Investor Letter to the Issuer and the Trustee. Thereafter, neither the Certificates nor any beneficial ownership interest in the Certificates may be transferred by the Beneficial Owner thereof except in minimum authorized denominations to any person that is a “qualified institution buyer” as described above. The Trustee shall have no obligation to monitor whether this transfer restriction is met upon any transfer of the Certificates. The Issuer may remove the foregoing restrictions without notice to or consent of any Beneficial Owner.

Section 3.6. Book-Entry-Only System.

(a) The Certificates may and initially shall be registered under a Book-Entry-Only System maintained by a Depository. Notwithstanding any inconsistent provisions in this Indenture to the contrary, the provisions of this Section 3.6 shall govern at any time that the Certificates that are issued and Outstanding are in Book-Entry-Only Form.

(b) Under the Book-Entry-Only System, the Certificates shall be issued in the form of a separate, single, fully registered and immobilized certificate representing the percentage of the Purchase Price of the Certificates. Except as provided herein, the ownership of such Certificates shall be registered in the Certificate Register in the name of Cede & Co., as nominee of The Depository Trust Company, which will serve as initial Depository for the Certificates. Ownership of beneficial interests in the Certificates shall be shown by book-entry on the system maintained and operated by the Depository and its participants and indirect participants (such participants and indirect participants being collectively referred to as the “*Participants*”), and transfers of ownership of beneficial interests shall be made only by the Depository and its Participants by book-entry, and the Issuer, the Initial Purchaser, the Certificate Owners and the Trustee shall have no responsibility therefor. The Depository will be required to maintain records of the positions of Participants in the Certificates, and the Participants and persons acting through Participants will be required to maintain records of the purchasers of beneficial interests in the Certificates (the “*Beneficial Owners*”). Except as provided in Section 3.5 or subsection (i) of this Section 3.6, the Certificates shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository.

(c) With respect to Certificates registered in the Certificate Register in the name of the Depository or its nominee, the Issuer and the Trustee shall have no responsibility or obligation to any Participant or to any Beneficial Owner for whom a Participant acquires an interest in the Certificates. NEITHER THE ISSUER NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE CERTIFICATES WITH RESPECT TO (i) THE ACCURACY OF ANY RECORDS MAINTAINED BY THE DEPOSITORY OR ANY PARTICIPANT; (ii) THE DELIVERY BY THE DEPOSITORY OR ANY PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED TO BE GIVEN TO OWNERS UNDER THE TERMS OF THIS INDENTURE; OR (iii) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY THE DEPOSITORY AS OWNER OF THE CERTIFICATES. NEITHER THE ISSUER NOR THE TRUSTEE HAS ANY DIRECT OBLIGATION OR RESPONSIBILITY TO PARTICIPANTS OR BENEFICIAL OWNERS.

(d) So long as the Certificates or any portions thereof are registered in the name of a Depository or any nominee thereof, all payments of the Certificate Pro Rata Share shall be made only to or upon the order of such Depository on the dates and at the times provided for such payment under this Indenture and at the address indicated for such Depository in the Certificate Register kept by the Certificate Registrar by transfer of immediately available funds; provided that the Trustee has received sufficient funds from the sources described in this Indenture to make such payment. Each such payment to the Depository or its nominee shall be valid and effective to fully satisfy and discharge all liability of the Issuer or the Trustee with respect to the applicable Certificate Pro Rata Share with respect to the Certificates so registered to the extent of the sum or sums so paid. The Issuer and the Trustee shall not be liable for the failure of the Depository to properly indicate on the Certificates the payment of the Certificate Pro Rata Share.

(e) All transfers of beneficial ownership interests in the Certificates when issued in Book-Entry-Only Form shall be effected by procedures promulgated by the Depository with its Participants for recording and transferring the ownership of beneficial interest in each of such Certificates.

(f) The Issuer, the Certificate Registrar, and the Trustee, any Paying Agent and any of their respective agents may treat the Depository (or its nominee) as the sole and exclusive Certificate Owners of the Certificates registered in its name for the purposes of payment the Certificate Pro Rata Share with respect to the Certificates, registering the transfer of Certificates, obtaining any consent or other action to be taken by Certificate Owners and for all other purposes whatsoever; and the Issuer, the Certificate Registrar and the Trustee shall not be affected by any notice to the contrary.

(g) So long as the Certificates are registered in the name of the Depository or any nominee thereof, all notices required or permitted to be given to the Certificate Owners under this Indenture shall be given to the Depository. In connection with any notice or other communication to be provided to Owners pursuant to this Indenture by the Issuer or the Trustee with respect to any consent or other action to be taken by Owners, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that the Issuer or the Trustee may establish a special record date for such consent or other action. The Issuer or the Trustee shall give the Depository notice of such special record date not less than fifteen (15) calendar days in advance of such special record date to the extent possible.

(h) Any successor Trustee, in its written acceptance of its duties under this Indenture, shall agree to take any actions necessary from time to time to comply with the requirements of such Depository.

(i) The Depository may determine to discontinue providing its services with respect to the Certificates at any time by giving reasonable written notice to the Trustee and the Issuer and discharging its responsibilities with respect thereto under applicable law. Under such circumstance (if there is not a successor Depository), paper certificates will be delivered as described elsewhere in Article II of this Indenture. Upon receipt of such notice from the Depository, the Trustee shall provide a copy of the notice to the Issuer. The Issuer, in its sole discretion, and without the consent of any other Person, may terminate the services of the Depository with respect to the Certificates if the Issuer determines that: (i) the

Depository is unable to discharge its responsibilities with respect to the Certificates; or (ii) a continuation of the requirement that all of the Certificates be registered in the Certificate Register in the name of the nominee of the Depository is not in the best interest of the Beneficial Owners. In the event that no substitute Depository is found by the Issuer or restricted registration is no longer in effect, paper certificates will be delivered as described in Article II of this Indenture. Upon the termination of the services of the Depository with respect to the Certificates pursuant to this Section 3.6(i), after which no successor Depository willing to undertake the functions of the Depository hereunder can be found that, in the opinion of the Issuer, is willing and able to undertake such functions upon reasonable and customary terms, the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of the nominee of the Depository, but may be registered in the name or names and in the percentage of the Purchase Price as the Depository shall designate in writing to the Certificate Registrar in accordance with the provisions elsewhere in Article II of this Indenture, but without any liability on the part of the Issuer or the Certificate Registrar for the accuracy of such designation. Upon the termination of the services of the Depository with respect to the Certificates for any reason and the appointment of a successor Depository, all references in this Indenture to the Depository shall refer to such successor Depository. Whenever the Depository requests the Issuer and the Trustee to do so, the Issuer and the Trustee shall cooperate with the Depository in taking appropriate action after reasonable notice to arrange for another Depository to maintain custody of certificates evidencing the Certificates. In connection with any proposed transfer outside the book-entry only system, the Issuer or DTC shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

(j) So long as any Certificates are registered in the name of the nominee of the Depository, a legend prescribed by the Depository to that effect may be printed on such Certificate.

Section 3.7. **Cancellation of Certificates.** Whenever any Outstanding Certificates shall be delivered to the Trustee for cancellation thereof pursuant to this Indenture such Certificates shall be promptly canceled by the Trustee and thereafter treated in accordance with the Trustee's document retention policies.

Section 3.8. **Unclaimed Funds.** Subject to Section 3.6 hereof, if funds or Investment Obligations sufficient to pay such Certificates shall have been made available to the Trustee or any Paying Agent for the benefit of the Owner or Owners thereof, all liability of the Issuer to the Owner or Owners thereof for the payment of such Certificates shall forthwith cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, uninvested and without liability for interest thereon, for the benefit of the Owner or Owners of such Certificates who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on the part of the Owner or Owners under this Indenture or on, or with respect to, said Certificates. Subject to the unclaimed property laws of the State of Texas, the Trustee's obligation to hold such funds shall continue for a period of two years following the Indenture Termination Date, at which time the Trustee, upon receipt of indemnity satisfactory to it, shall surrender any remaining funds so held to the Issuer, whereupon the Trustee shall be relieved of any further responsibility for such funds.

Section 3.9. **Rights under the Assignment Agreement.** Notwithstanding anything to the contrary in this Indenture or the Assignment Agreement, the Issuer shall have no obligation, and instead the Trustee, the Initial Purchaser and/or the Certificate Owners, as the case may be, in accordance with this Indenture, shall have the right, without any direction from or action by the Issuer, to take any and all steps, actions and proceedings, to enforce any or all rights of the Issuer under this Indenture or the Assignment Agreement, including, without limitation, the rights to enforce the remedies upon the occurrence and continuation of an Event of Default.

Section 3.10. **General Compliance with All Duties and Issuer Performance.** The Issuer shall faithfully and punctually perform all duties with reference to the issuance of the Certificates required by applicable law and by the terms and provisions of this Indenture.

None of the provisions of this Indenture shall require the Issuer to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers

hereunder or thereunder, unless payable from the Trust Estate, or unless the Issuer shall first have been adequately indemnified to its satisfaction against the cost, expense, and liability which may be incurred thereby. The Issuer shall not be under any obligation hereunder to perform any administrative service with respect to the Certificates (including, without limitation, record keeping and legal services), it being understood that such services shall be performed or provided by the Trustee. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions expressly contained in this Indenture and any and every Certificate executed, authenticated and delivered under this Indenture; provided, however, that the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof or the Assignment Agreement unless and until it shall have (i) been directed to do so in writing by the Trustee, the Initial Purchaser or the Certificate Owners having the authority to so direct; (ii) received from the Person requesting such action or execution assurance satisfactory to the Issuer that the Issuer's expenses incurred or to be incurred in connection with taking such action or executing such instrument have been paid or will be paid or reimbursed to the Issuer; and (iii) if applicable, received in a timely manner the instrument or document to be executed, in form and substance satisfactory to the Issuer.

In complying with any provision of this Indenture, including, but not limited to, any provision requiring the Issuer to "cause" another Person to take or omit any action, the Issuer shall be entitled to rely conclusively (and without independent investigation or verification) (i) on the faithful performance by the Trustee of its obligations hereunder or (ii) upon any written certification or opinion furnished to the Issuer by the Trustee, as the case may be. In acting, or in refraining from acting, under this Indenture or the Assignment Agreement, the Issuer shall, upon receipt of satisfactory indemnity, act at the direction of the Initial Purchaser or the Majority of Owners, or in the absence of such direction, may conclusively rely on the advice of its counsel. The Issuer shall not be required to take any action hereunder or under the Assignment Agreement that it reasonably believes to be unlawful or in contravention hereof or thereof, unless expressly directed in writing and indemnified to its satisfaction by the Initial Purchaser, to the extent that such action would in the reasonable opinion of the Issuer adversely affect the Trustee hereunder.

Section 3.11. **Designation of any Additional Paying Agents.** The Issuer may cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of additional Paying Agents satisfactory to the Issuer and the Trustee and for providing for the payment of such of the Certificates as shall be presented when due at the corporate trust office of the Trustee, or its successor in trust hereunder, or at the office of said additional Paying Agents. All such funds held by said additional Paying Agents shall be held by each of them in trust and shall constitute a part of the Trust Estate and shall be subject to the security interest created hereby.

Section 3.12. **Corporate Existence of the Issuer.** The Issuer shall, to the maximum extent permitted by applicable law, maintain in full force and effect its existence and rights as a company organized under the laws of the State of Delaware and shall obtain and preserve its qualification to do business as a foreign corporation in each jurisdiction in which such qualifications are or shall be necessary to protect the validity and enforceability of this Indenture, the Certificates or any of the Trust Estate. The Issuer shall ensure that all corporate or other formalities regarding its existence (including holding regular board of directors' and shareholders', or other similar, meetings) are followed. The Issuer shall not take any action, or conduct its affairs in a manner, that is likely to result in its separate existence being ignored or in its assets and liabilities being substantively consolidated with any other Person in a bankruptcy, reorganization or other insolvency proceeding.

Without limiting the foregoing, (x) the Issuer shall not (A) have any subsidiaries, (B) have any employees (other than any Issuer Representative or the Board of Directors), (C) except as may be contemplated by its constitutive documents, engage in any transaction with any shareholder that would constitute a conflict of interest, or (D) pay dividends other than in accordance with the terms of this Indenture and its constitutive documents and (y) the Issuer shall (A) maintain books and records separate from any other Person, (B) maintain its accounts separate from those of any other Person, (C) not commingle its assets with those of any other Person, (D) conduct its own business in its own name, (E) maintain separate financial statements, (F) pay its own liabilities out of its own funds, (G) maintain an arm's length relationship with its affiliates, (H) use separate stationery, invoices and checks, (I) hold itself out as a separate Person and (J) correct any known misunderstanding regarding its separate identity.

ARTICLE IV. REVENUES AND FUNDS

Section 4.1. **Source of Payment of the Certificates/Pledged Revenue Fund.** The Certificates herein authorized and all payments by the Issuer hereunder are not and shall never become general obligations of the Issuer, but are special and limited obligations payable solely from the Trust Estate.

The Issuer shall not be obligated to pay the Certificate Pro Rata Share or any costs incidental thereto, except from the Trust Estate. The Issuer shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Indenture or the Certificates except only to the extent the Pledged Revenues are received by the Issuer.

No covenant or agreement contained in the Certificates or in this Indenture shall be deemed to be the covenant or agreement of any officer, director, agent, or employee of the Issuer in his or her individual capacity and neither the members of the Board of Directors of the Issuer nor any official executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability, by reason of the issuance thereof.

The Trustee hereby acknowledges that the Issuer's sole source of moneys to pay the Certificates will be provided by the Trust Estate.

The Trustee hereby establishes and agrees to maintain so long as any Certificates are Outstanding the Pledged Revenue Fund.

The Trustee shall pay from the Pledged Revenue Fund (a) *first*, any authorized fees and expenses of the Trustee, including without limitation, those payable under Section 7.2 hereof, and the Issuer including, without limitation, the Additional Payments when such fees are due and (b) *second*, on each Certificate Payment Date all of the Pledged Revenues (after the payments in clause (a), if any) in the Pledged Revenue Fund to each Owner in an amount equal to its Certificate Pro Rata Share; *provided* that, if on any Certificate Payment Date, there are funds on deposit in the Pledged Revenue Fund in excess of the amount required to achieve for each Certificate Owner the Required IRR, the Trustee shall distribute to each Certificate Owner an amount equal to such Certificate Owner's Required IRR. Following such distribution, any amounts exceeding the Certificate Owners' Required IRR shall be distributed by the Trustee to the Issuer.

The Trustee may establish temporary funds or accounts in its records to facilitate the deposits and transfers set forth above.

Section 4.2. **Disposition of Proceeds of Sale of the Certificates.** Promptly after the delivery of the Certificates, proceeds received from the sale of the Certificates shall be deposited as follows:

(a) **Costs of Issuance Fund.** There is hereby created and established the Costs of Issuance Fund. The Trustee shall deposit in the Costs of Issuance Fund the amount to be deposited therein pursuant to the Closing Memorandum. All money in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay Costs of Issuance as set forth in the Closing Memorandum or other document signed by the TIRZ Revenue Holder. Following disbursement of the amounts on deposit in the Costs of Issuance Fund in accordance with the Closing Memorandum, the Costs of Issuance Fund shall be closed.

(b) **Proceeds Fund.** There is hereby created and established the Proceeds Fund. The Trustee shall deposit in the Proceeds Fund the amount to be deposited therein pursuant to the Closing Memorandum. All money in the Proceeds Fund shall be used and withdrawn by the Trustee as set forth in the Closing Memorandum or other document signed by the Issuer. Following disbursement of the amounts on deposit in the Proceeds Fund in accordance with the Closing Memorandum, the Proceeds Fund shall be closed.

Section 4.3. **Investment of the Pledged Revenue Fund.** Any moneys held as part of the Pledged Revenue Fund shall be invested or reinvested in Investment Obligations by the Trustee, at the written direction of the Issuer, in accordance with the provisions hereof. In the absence of any such direction the funds in the Pledged Revenue Fund will be invested in JPM 100% US Treasury Securities MMF #675.

The Trustee may make any and all such investments through its own investment department. Any obligations acquired by the Trustee as a result of such investment or reinvestment shall be held by or under the control of the Trustee. The interest accruing thereon and any profit realized from such investments shall be credited to the Pledged Revenue Fund from which such investments were made, and any loss resulting from such investment shall be charged to such fund. The Trustee shall not be responsible for any loss resulting from any such investment of moneys in the Pledged Revenue Fund or for keeping such moneys fully invested at all times, except for its negligence or willful misconduct in failing to follow written directions from the Issuer as to such investment of such funds. The Trustee is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Indenture. The Trustee is hereby authorized, in making or disposing of any such investment permitted by this Indenture, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Trustee or for any third person or dealing as principal for its own account. The parties hereto acknowledge that the Trustee is not providing investment supervision, recommendations, or advice.

Section 4.4. **Moneys to be Held in Trust.** All moneys required to be deposited with or paid to the Trustee for the account of the Pledged Revenue Fund under any provisions of this Indenture shall be held by the Trustee in trust and while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby.

Section 4.5. **Additional Payments.** Pursuant to Section 4.1, the Trustee shall pay from the Pledged Revenue Fund to the Issuer “Additional Payments” not otherwise received by the Issuer from the Developer under the Indemnification Agreement, as follows:

(a) All taxes and assessments of any type or character charged to the Issuer affecting the amount available to the Issuer from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments);

(b) The actual fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Issuer in connection with the performance of its duties under this Indenture and to prepare audits, financial statements, reports, opinions or provide such other services required under this Indenture or the other Certificate Documents, including, but not limited to, any audit or inquiry by the Internal Revenue Service or any other governmental body; and

(c) The actual fees and expenses of the Issuer or any agent or attorney selected by the Issuer to act on its behalf in connection with this Indenture, the Certificates, or the other Certificate Documents, including, without limitation, any and all actual expenses incurred in connection with the authorization, issuance, sale and delivery of any such Certificates or in connection with any litigation, investigation, inquiry or other proceeding which may at any time be instituted involving this Indenture, the other Certificate Documents, the Certificates or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Projects or otherwise in connection with the administration of this Indenture and the Certificate Documents.

Such Additional Payments shall be billed to the Trustee by the Issuer from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Issuer for one or more of the above items. After such a demand, amounts so billed shall be paid by the Trustee from the Pledged Revenue Fund within thirty (30) days after receipt of the bill by the Trustee.

Section 4.6. **Optional Redemption of Certificates.** The TIRZ Revenue Holder may elect to redeem the Certificates, in whole, on any Business Day by (a) delivering to the Trustee and the Issuer a duly executed Redemption Direction and (b) remitting to the Trustee a redemption price that achieves, for each Certificate Owner,

the Required IRR (the “*Optional Redemption Amount*”), as calculated by the TIRZ Revenue Holder and confirmed by the Trustee. To achieve the Required IRR for each Certificate Owner, the TIRZ Revenue Holder may, in addition to funds then on deposit in the Pledged Revenue Fund, contribute funds from external revenue sources (the “*External Revenue*”). The TIRZ Revenue Holder shall pay the Optional Redemption Amount to the Trustee by the proposed Redemption Date specified in the Redemption Direction. Upon receipt by the Trustee of the duly executed Redemption Direction and the Optional Redemption Amount, the Trustee is hereby authorized and directed to distribute such amount to the Certificate Owners pro rata based on their respective ownership interests. Following such distribution, any amounts exceeding the Optional Redemption Amount, including, without limitation, any External Revenue, shall be distributed by the Trustee to the Issuer.

Notice of optional redemption pursuant to this Section 4.6 shall be mailed by first-class mail by the Trustee, not less than ten (10) days prior to the applicable Redemption Date to: (i) the respective Certificate Owners designated for redemption at their addresses appearing on the registration books of the Trustee, (ii) the Issuer, and (iii) DTC. Notice of optional redemption to DTC shall be given by electronic mail, overnight courier delivery or facsimile transmission. Each notice of optional redemption shall state (i) the date of such notice, (ii) the Redemption Date, (iii) the Optional Redemption Amount and (iv) the CUSIP number(s). Failure to receive such notice shall not invalidate any of the proceedings taken in connection with such optional redemption.

In the event of any optional redemption of the Certificates, the Trustee shall mail a notice of optional redemption in accordance with the foregoing paragraph upon receipt of the Redemption Direction from the TIRZ Revenue Holder, received by the Trustee at least fifteen (15) days prior to the proposed Redemption Date; *provided* that the redemption of the Certificates may be expressly conditioned upon the receipt of funds by the Trustee on or prior to the Redemption Date. The failure to provide such funds shall result in a rescission of such Redemption Direction, shall not constitute a default by the Issuer, and the Certificates that were to be redeemed shall remain Outstanding and subject to future redemption in accordance with the terms hereof.

If notice of optional redemption has been duly given as aforesaid and money for the payment of the Optional Redemption Amount is held by the Trustee, then, on the Redemption Date designated in such Redemption Direction, Certificates so called for redemption shall become due and payable, and, from and after the Redemption Date, the Certificates Owners shall have no rights in respect thereof except to receive payment of the Optional Redemption Amount.

All Certificates redeemed pursuant to the provisions of this Section 4.6 shall be cancelled and destroyed by the Trustee pursuant to its retention policy then in effect and, upon written request by the Issuer, the Trustee shall provide confirmation of such destruction.

All redemptions hereunder shall be in principal amounts of no less than \$5,000.

ARTICLE V. DISCHARGE OF THIS INDENTURE

Section 5.1. **Discharge of Indenture.** On the Indenture Termination Date, if the Issuer shall have paid or caused to be paid to the Trustee, and the Trustee shall have paid to the Owners, all sums of money due or to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, determine, and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and release, assign, and deliver unto the Issuer any and all the estate, right, title, and interest in and to any and all rights assigned to the Trustee or otherwise subject to the lien of this Indenture.

ARTICLE VI. EVENTS OF DEFAULT AND REMEDIES

Section 6.1. **Events of Default.** Each of the following events is hereby defined as and declared to be and to constitute an “*Event of Default*” under this Indenture:

- (a) Failure by a City to transfer the Pledged Revenues to the Pledged Revenue Fund.
- (b) Failure by the Issuer to perform or observe any other of the covenants, agreements, or conditions to be performed or observed on its part contained in this Indenture or in the Outstanding Certificates and continuance thereof for the period after notice specified in Section 6.12 hereof.
- (c) A proceeding or case shall be commenced, without the application or consent of the Issuer, the TIRZ Revenue Holder or a Developer, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, arrangement, dissolution, winding up, composition or adjustment of debts of the Issuer, the TIRZ Revenue Holder or a Developer, as applicable, (ii) the appointment of a trustee, receiver, custodian, assignee, sequestrator, liquidator or similar official of the Issuer, the TIRZ Revenue Holder or a Developer, as applicable, or of all or any substantial part of its assets, or (iii) similar relief in respect of the Issuer, the TIRZ Revenue Holder or a Developer, as applicable, under any law relating to bankruptcy, insolvency, reorganization, arrangement, winding up, composition or adjustment of debts and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of ninety (90) days from the commencement of such proceeding or case or the date of such order, judgment or decree, or an order for relief against the Issuer, the TIRZ Revenue Holder or a Developer, as applicable, shall be entered in an involuntary case under the Bankruptcy Code.

Section 6.2. **No Acceleration.** THE PAYMENT OF THE CERTIFICATE PRO RATA SHARE SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES. In the event of the occurrence of an Event of Default under Section 6.1 hereof, the right of acceleration of the Certificates is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied. For avoidance of doubt, the foregoing limitations of this Section 6.2 shall not impair or impede the payment or application of any funds or moneys, including, but not limited to the Pledged Revenues, held in the Trust Estate, including, but not limited to the Pledged Revenue Fund, to the payment of Certificate Pro Rata Shares, the Optional Redemption Amount or Mandatory Payment Amounts.

Section 6.3. **Remedies; Rights of the Certificate Owners.** Upon the occurrence of an Event of Default, the Trustee may proceed to pursue any available remedy by suit at law or in equity to enforce the payment of the Certificate Pro Rata Share to the Owners, including, without limitation, the following:

- (a) By mandamus, or other suit, action, or proceeding at law or in equity, as the Trustee shall deem most effective to protect and enforce all rights of the Certificate Owners, require the Issuer or any other relevant party to carry out their respective covenants, agreements, and obligations under this Indenture according to its terms;
- (b) Bring suit upon this Indenture and the Certificates;
- (c) By action, suit, or proceeding at law or in equity require the Issuer to account as if it were the trustee of an express trust for the Certificate Owners; or
- (d) By action, suit, or proceeding at law or in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Certificate Owners.

If an Event of Default shall have occurred, and if requested to do so by the Initial Purchaser or a Majority of Owners and if indemnified as provided in Section 7.1(m) hereof, the Trustee shall be obligated to exercise one or more of the lawful rights and powers conferred by this Section, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Certificate Owners.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Certificate Owners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or the Certificate Owners hereunder or now or hereafter existing at law, in equity, or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and every such right and power may be exercised from time to time as often as may be deemed expedient by the Trustee or the Certificate Owners as the case may be.

No waiver of any default or Event of Default hereunder, whether by the Trustee or the Certificate Owners shall extend to or shall affect any subsequent default or Event of Default or shall impair any right or remedies consequent thereon.

Section 6.4. **Right of the Certificate Owners to Direct Proceedings.** Notwithstanding anything in this Indenture to the contrary, the Initial Purchaser or, if no Initial Purchaser exists the Majority of Owners, shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that (a) such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture and (b) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction. In the event no Initial Purchaser remains and the Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of Certificate Owners, each representing less than a Majority of Owners, the Trustee, in its sole discretion, may determine what action, if any, shall be taken.

Section 6.5. **Appointment of Receivers.** Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Certificate Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, issues, earnings, income, products, and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 6.6. **Waiver.** Upon the occurrence of an Event of Default, to the extent that such rights may then lawfully be waived, the Issuer shall not claim or seek to take advantage of any appraisal, valuation, stay, extension, or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, and the Issuer hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section 6.7. **Application of Moneys.** All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall be used prior to any other payment to any other person under this Article (i) FIRST to pay any of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities, attorney's fees, and advances incurred or made by the Trustee in connection therewith; (ii) SECOND, to pay or reimburse the Trustee for all of its fees or expenses incurred to the date thereof; (iii) THIRD, to the payment of fees, costs and expenses of the Issuer (including, without limitation, indemnification payments); and (iv) FOURTH, to be deposited in the Pledged Revenue Fund, and all moneys in the Pledged Revenue Fund shall be applied to the payment of Certificate Pro Rata Shares.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine is appropriate upon due consideration of the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds it shall fix the date (which shall be a Certificate Payment Date unless it shall deem another date more suitable) upon which such application is to be made. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Owner of any Certificate until such Certificate shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 6.8. **Remedies Vested in the Trustee.** All rights of action (including the right to file proof of claims) under this Indenture or under any of the Certificates may be enforced by the Trustee without the possession of any of the Certificates or the production thereof in any trial or proceedings related thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owners of the Certificates.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceeding relative to the Issuer, the City, the Zone, the Developer, the TIRZ Revenue Holder or any other relevant party or the property of any of the foregoing, the Trustee (irrespective of whether the Trustee shall have made any demand on any such party for any payment then due) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim in respect of the Certificates then Outstanding for any payment then due by any such party under this Indenture which is then unpaid and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee), its agents and its counsel, the Certificate Registrar, any Paying Agents, the Initial Purchaser and Certificate Owners paid;

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same; and

(c) any receiver, assignee, trustee, liquidator, sequestrator, or other similar official in any such judicial proceeding is hereby authorized by each Certificate Owner to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Certificate Owners to pay to the Trustee any amount due to it for the reasonable compensation, expenses, and disbursements of the Trustee, its agents and counsel, the Certificate Registrar, and any Paying Agents. Nothing herein shall affect the right of the Paying Agent or Certificate Registrar to file proofs of claim on their own behalf in any such proceeding.

Section 6.9. **Rights and Remedies of the Certificate Owners.** No Owner of any Certificate shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless:

(a) a default has occurred of which the Trustee has been notified as provided in Section 7.1(i) hereof, or of which by said subsection it is deemed to have notice;

(b) such default shall have become an Event of Default and the Initial Purchaser or, if no Initial Purchaser remains the Owners of Outstanding Certificates evidencing at least 25% of the Purchase Price, shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit, or proceeding in the name or names of the Initial Purchaser or such Owners, as applicable, and the Trustee has been supplied indemnity as provided in Section 7.1(m) hereof;

(c) the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name within 60 days after the receipt of the request and indemnification; and

(d) and such notification, request, and indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Owners of the Certificates shall have any right in any manner whatsoever to affect, disturb, or prejudice the lien of this Indenture by such Owner's action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had, and maintained in the manner herein provided and for the equal and ratable benefit of the Owners of all Certificates then outstanding. Nothing contained in this Indenture, however, shall affect or impair the rights of any Certificate Owner to enforce the payment of the Certificate Pro Rata Share of any Certificate. Nothing contained herein shall be construed as permitting or affording any Certificate Owner a right or cause of action against the Trustee or in respect of an issue of Certificates where a default has been waived under Section 6.11 or cured under Section 6.12 of this Indenture.

Section 6.10. **Termination of Proceedings.** In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Issuer, the Trustee, and the Certificate Owner shall be restored to their former positions and rights hereunder, and all rights, remedies, and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 6.11. **Waivers of Events of Default.** The Trustee shall waive any default or Event of Default hereunder and its consequences upon the written request or direction of a Majority of Owners or the Initial Purchaser. The Trustee shall not waive any such default, Event of Default or consequences unless the Majority of Owners or the Initial Purchaser shall have directed or requested the Trustee to do so in writing.

Section 6.12. **Notice of Default Under Section 6.1(a) Hereof; Opportunity to Cure Such Defaults.** Notwithstanding anything herein to the contrary, no default under Section 6.1(a) hereof shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given to the Issuer by the Trustee, or to the Issuer and the Trustee by the Initial Purchaser or by a Majority of Owners, and the Issuer (subject to Section 3.10) shall have had 60 days after receipt of such notice to correct said default or to cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within such 60-day period; provided, however, if said default is of a type that can be corrected but is such that it cannot be corrected within such 60-day period, such 60-day period shall be extended for an additional 30 days if (a) corrective action is instituted by the Issuer (subject to Section 3.10) within the initial 60-day period and (b) such corrective action is continuously and diligently pursued until the default is completely corrected.

Section 6.13. **Notice to Certificate Owners and Initial Purchaser if Default Occurs.** Subject to Section 7.3 hereof, upon the occurrence of an Event of Default, or if an event occurs which could lead to an Event of Default with the passage of time or of which the Trustee is required to take notice, or both, the Trustee shall promptly and in any event, within 10 days, give written notice thereof (a) to the Initial Purchaser and (b) by first-class mail to the Owners of all Certificates then outstanding, shown in the Certificate Registration Books required to be kept at the office of the Trustee.

ARTICLE VII. TRUSTEE AND PAYING AGENTS

Section 7.1. **Acceptance of the Trusts.** The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee and the Trustee shall not be liable to any Person for any action or non-action by it in performing such duties except for its own negligence or willful misconduct except that: (1) the Trustee shall not be liable for any action taken or error of judgment made in good faith, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; (2) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Initial Purchaser or a Majority of Owners relating to the time, method, or place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and (3) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial or personal liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. In case an Event of Default has occurred (which has not been cured or waived) and after the Trustee takes notice thereof as provided herein the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) Whether or not herein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

(c) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees but shall not be answerable for the conduct of the same provided that the Trustee uses reasonable care in selecting such representatives, and shall be entitled to advice of counsel concerning all matters of trust hereof and the duties hereunder, and in all cases may pay such reasonable compensation to all such attorneys, agents, receivers, and employees as may reasonably be employed or retained in connection with the trust hereof. The Trustee may act upon the opinion or advice of any attorneys approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action exercised in good faith in reliance upon such opinion or advice.

(d) The Trustee shall not be responsible for any recital herein, or in the Certificates (except in respect to any certificate of authentication of the Trustee endorsed on the Certificates); the filing or refiling of this Indenture, or any other instrument required by this Indenture to secure the Certificates; or for the validity of the execution by the Issuer of this Indenture or of any supplements hereto or instruments of further assurance; or the validity, perfection, priority, continuation, value, or sufficiency of the security for the Certificates issued hereunder or intended to be secured hereby, or otherwise as to the maintenance of the security hereof.

(e) The Trustee shall not be accountable to any Person for the use or application by the Issuer of any Certificates authenticated or delivered hereunder or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with this Indenture. The Trustee may in good faith buy, sell, and own any of the Certificates and may join in any action which any Certificate Owners may be entitled to take with like effect as if the Trustee were not a party to this Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the Issuer, provided that if the Trustee determines that any such relation is in conflict with its duties under this Indenture, it shall eliminate the conflict or resign as Trustee. To the extent permitted by law, the Trustee may also receive tenders and purchase in good faith Certificates from itself, including any department, affiliate, or subsidiary, with like effect as if it were not the Trustee.

(f) The Trustee may request and conclusively rely on and shall be protected in acting or refraining from acting upon any resolution, statement, report, direction, requisition, notice, request, consent, certificate, opinion, order, affidavit, letter, telegram, or other paper or document believed to be genuine and correct and believed to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Certificate, shall be conclusive and binding upon all future Owners of the same Certificate and upon Certificates issued in exchange therefor or in place thereof.

(g) As to the existence or nonexistence of any fact or as to the sufficiency, authenticity, or validity of any instrument, paper, or proceeding, the Trustee shall be entitled to rely upon a certificate signed by the Issuer Representative as sufficient evidence of the facts therein contained; or except during the continuance of an Event of Default of which the Trustee has notice as provided in subsection (i) of this Section, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction, or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of any officer of the Issuer to the effect that a resolution and order in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(h) The right of the Trustee to perform any permissive or discretionary acts enumerated in this Indenture shall not be construed as a duty and it shall not be answerable to any Person for other than its negligence or willful misconduct in the performance of or omission to perform such acts.

(i) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except for the failure by the Issuer to cause to be made payments of the Certificate Pro Rata Share to the Owners or any of the payments to the Trustee required to be made by Article II hereof unless the Trustee shall be specifically notified in writing of such default by the Issuer, the Initial Purchaser or a Majority of Owners; and all notices or other instruments required by this Indenture to be delivered to the Trustee shall be delivered at the corporate trust office of the Trustee and shall be effective only upon actual receipt thereof by the Trustee and, in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid. If the Pledged Revenues to pay the Certificate Pro Rata Share on the Certificates are not timely received by the Trustee, the Trustee covenants to give notice of such fact to the Developers, the TIRZ Revenue Holder and the Issuer.

(j) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, or other paper or document but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, at any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants, and representatives, shall have the right to inspect fully all books, papers, and records of the Issuer pertaining to the Certificates, and to take such memoranda therefrom and in regard thereto as may be desired.

(k) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the Projects or any other matter in connection with the Certificates.

(l) Notwithstanding anything contained elsewhere in this Indenture, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Certificates, the withdrawal of any cash, the release of any property, the taking of any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals, or other information, or corporate action or evidence thereof, in addition to that required by the terms hereof as a condition of such action by the Trustee, as deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Certificates, the withdrawal of any cash, or the taking of any other action by the Trustee.

(m) Before taking any action referred to in Sections 6.3, 6.4, or 6.9 hereof or at the request or direction of an Owner, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all expenses which it may incur and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken or omitted to be taken.

(n) All moneys received by the Trustee or any Paying Agent shall, until used, applied, or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed to by them in writing.

(o) Notwithstanding anything contained herein to the contrary, the Trustee shall not be liable for any failure of the Issuer or any other person to perform any duty either required herein or authorized to be performed by any such person in accordance with this Indenture

(p) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; pandemics, riots; significant interruptions, loss or malfunctions of utilities, significant computer (hardware or software) or communications service disruptions; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(q) In no event shall the Trustee be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(r) In the event that any assets held by the Trustee hereunder shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting such assets, the Trustee is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Trustee obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 7.2. **Fees, Charges, and Expenses of the Trustee, Certificate Registrar, and any Paying Agents; Additional Payments.** Pursuant to the Indemnification Agreement, the Trustee, Certificate Registrar, and any Paying Agent shall be entitled to payment or reimbursement from the Developer for reasonable fees for their services rendered hereunder and all advances, legal fees, accounting fees, and other fees, charges, and expenses reasonably made or incurred by any of them in connection with an Event of Default hereunder or under the Indemnification Agreement. The Trustee and any Paying Agent shall have a first lien upon the Trust Estate with right of payment for the foregoing fees, charges, and expenses incurred by them respectively prior to payment of the Certificate Pro Rata Share on any Certificate. Pursuant to the Indemnification Agreement, the Trustee, Certificate Registrar and Paying Agent shall also be indemnified and held harmless by the Developer against any liability, damages, fees, and expenses, including attorneys' fees, incurred, paid, or suffered by any of them as a result of its serving as Trustee, Certificate Registrar, or Paying Agent hereunder, except for liabilities, damages, fees, and expenses caused by its own negligence or willful misconduct.

The Trustee's immunities and protections from liability and its right to payment of compensation and indemnification in connection with performance of its duties and functions under this Indenture shall survive the Trustee's resignation or removal and the Indenture Termination Date.

Section 7.3. **Notice to the Certificate Owners.** If an Event of Default occurs of which the Trustee is required by Section 7.1(i) hereof to take notice or if notice of default is given to the Trustee as provided in Section 7.1(i), then the Trustee shall within 30 days of the Trustee's acquiring notice of such default promptly give written notice thereof (a) to the Initial Purchaser and (b) by first-class mail to each Owner of Certificates then outstanding, provided, however, that in the case of clause (b) above, the Trustee shall be protected in withholding notice to the Owners of the Certificates if and so long as the board of directors, the executive committee, or a trust committee of the Trustee in good faith determines that the withholding of such notice is in the interest of the Certificate Owners.

Section 7.4. **Intervention by the Trustee and Initial Purchaser.** In any judicial proceeding to which the Issuer, the TIRZ Revenue Holder or the Developer is a party and which in the opinion of the Trustee, the Initial Purchaser or their respective counsel has a substantial bearing on the interests of Owners of the Outstanding Certificates, the Initial Purchaser at its option may, and the Trustee, if requested in writing by the Initial Purchaser or a Majority of Owners shall, intervene on behalf of the Certificate Owners, provided that in the case of any such intervention by the Trustee, the Trustee receives indemnity satisfactory to it from the Initial Purchaser or such Certificate Owners. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction in the premises.

Section 7.5. **Successor Trustee by Merger or Otherwise.** Any corporation or association into which the Trustee may be converted or merged, with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party, ipso facto, shall be and become the successor Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges, responsibilities, obligations, and all other matters as was its predecessor, without

the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 7.6. **Resignation by the Trustee.** The Trustee may at any time resign from the trusts hereby created and be discharged from the duties and obligations created hereby by giving not fewer than 30 days written notice to the Issuer, to the Initial Purchaser and by first-class mail to each Owner of any Certificates then Outstanding. Such notice to the Issuer may be served personally or sent by registered or certified mail. Such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Initial Purchaser, by the Certificate Owners or by the Issuer, which appointment shall be satisfactory to the Issuer. Such resignation shall take effect upon the appointment of and acceptance by a successor trustee. If an instrument of acceptance by a successor Trustee shall not have been delivered to the resigning Trustee within sixty (60) days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor.

Section 7.7. **Removal of the Trustee.** The Trustee may be removed at any time upon 30 days written notice by an instrument or substantially concurrent instruments in writing delivered to the Trustee and the Issuer and executed by the Initial Purchaser or a Majority of Owners. Any removal of a Trustee and appointment of a successor Trustee shall become effective only upon the acceptance of appointment by the successor Trustee. If, within sixty (60) days after notice of the removal of the Trustee no successor Trustee shall have been appointed and shall have accepted such appointment, the Initial Purchaser or a Majority of Owners may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 7.8. **Appointment of a Successor Trustee by the Initial Purchaser or Certificate Owners; Temporary Trustee.** In case the Trustee hereunder shall resign, be removed, be dissolved, be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Trustee shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by the Initial Purchaser or a Majority of Owners, by an instrument or substantially concurrent instruments in writing executed by the Initial Purchaser or such Owners, as applicable, or by its or their duly authorized attorneys-in-fact; provided, however, that the Issuer, by an instrument executed and signed on its behalf by an Issuer Representative, may (but shall not be required to) appoint a temporary Trustee satisfactory to the Issuer to fill such vacancy until a successor Trustee shall be provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by a successor Trustee so appointed by the Initial Purchaser or such Certificate Owners, as applicable. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or commercial bank organized and doing business in the United States, in good standing and having a reported capital and surplus of not less than \$50,000,000, if there is such an institution willing, qualified, and able to accept the trust upon reasonable or customary terms.

Section 7.9. **Successor Trustee.** Every successor appointed hereunder shall execute, acknowledge, and deliver to its predecessor and to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties, and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers, and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor Trustee. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estates, rights, powers, and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged, and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed and/or recorded by the successor Trustee in each recording office where this Indenture shall have been filed and/or recorded.

Section 7.10. **Designation and Succession of Paying Agents.** The Trustee and any other bank or trust companies, if any, hereinafter designated as Paying Agent or Paying Agents in this Indenture shall be the Paying Agent or Paying Agents for the Certificates.

Any bank or trust company with or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Indenture. If the position of Paying Agent shall become vacant for any reason, the Issuer shall, subject to Section 3.10, within 30 days thereafter, appoint such bank or trust company located in the same city as such Paying Agent to fill such vacancy; provided, however, that if the Issuer shall fail to appoint a successor Paying Agent within said period, the Trustee shall make such appointment. Notice of the designation of a successor Paying Agent shall be sent by the Trustee to the Initial Purchaser and by first-class mail to each Owner of any Certificate then Outstanding.

The Paying Agents shall enjoy the same protective provisions in respect of the performance of their duties hereunder as are specified in Section 7.1 hereof with respect to the Trustee insofar as such provisions may be applicable.

Section 7.11. **Appointment of a Successor Paying Agent.** If the Paying Agent herein designated fails or refuses to act as such, the Issuer shall, upon direction of the Trustee or by the Initial Purchaser or a Majority of Owners, subject to Section 3.10, designate a successor Paying Agent.

Section 7.12. **The Successor Trustee as Certificate Registrar, Paying Agent and Custodian of the Pledged Revenue Fund.** In the event of a change in the office of the Trustee, the Trustee which has resigned or been removed shall cease to be Certificate Registrar and custodian of the Pledged Revenue Fund and Paying Agent for service charges on the Certificates, and the successor Trustee shall become such Certificate Registrar and Paying Agent.

Section 7.13. **Co-Trustee.** In the event of any litigation under this Indenture or the Assignment Agreement (in particular in the case of enforcement under an Event of Default), or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights, or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, the Trustee, with the prior written consent of the Initial Purchaser, may appoint an additional individual or institution to serve as a separate or co-Trustee; provided that if it is not an individual, it should be otherwise qualified to be Trustee hereunder. In the event that the Trustee appoints a separate or co-Trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest, and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee shall be exercisable by and vest in such separate or co-Trustee, but only to the extent necessary to enable such separate or co-Trustee to exercise such powers, rights, and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-Trustee shall run to and be enforceable by either of them. Should the Issuer be required to furnish to the separate or co-Trustee any instrument in writing for more fully and certainly vesting in it such properties, rights, powers, trusts, duties, and obligations, the Issuer shall, on request, execute, acknowledge, and deliver such instrument. In case any separate or co-Trustee, or a successor to either, shall die, become incapable of acting, resign, or be removed, all of the estates, properties, rights, powers, trusts, duties, and obligations of such separate or co-Trustee, insofar as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new Trustee or successor to such separate or co-Trustee. The Trustee shall not have liability with respect to the acts or omissions of any co-Trustee reasonably selected by the Trustee.

ARTICLE VIII. SUPPLEMENTAL INDENTURES AND AMENDMENT OF THIS INDENTURE

Section 8.1. **Supplemental Indentures Not Requiring the Consent of the Certificate Owners.** With the prior written consent of the Initial Purchaser, but without the consent of any of the Certificate Owners (other than the Initial Purchaser if the Initial Purchaser is also a Certificate Owner), the Issuer and the Trustee, may enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (a) To cure any ambiguity or defect or omissions in this Indenture.

(b) To grant to or confer upon the Trustee for the benefit of the Certificate Owners any additional rights, remedies, powers, or authorities that may lawfully be granted to or conferred upon the Certificate Owners or the Trustee.

(c) To subject to this Indenture additional security securing all Certificates.

(d) To modify, amend, or supplement this Indenture, or any indenture supplemental hereto, in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Certificates for sale under the securities laws of any of the states of the United States, and, if the Issuer and the Trustee so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions, and provisions as may be permitted by the Trust Indenture Act of 1939 or similar federal statute.

(e) To add to the covenants and agreements of the Issuer contained in this Indenture other covenants and agreements thereafter to be observed for the protection of the Certificate Owners, or to surrender or limit any right, power, or authority herein reserved to or conferred upon the Issuer.

(f) To further restrict investments to be made by the Trustee.

(g) To modify, alter, amend or supplement this Indenture in any other respect; provided that an opinion is provided to the Trustee by the Issuer's Certificate Counsel that any such change hereto is not adverse to the rights of the Certificate Owners.

Section 8.2. **Supplemental Indentures Requiring the Consent of the Certificate Owners.** Nothing contained in Section 8.1 above shall permit, or be construed as permitting, without the consent and approval of the Initial Purchaser or, if no Initial Purchaser shall exist, Owners of all the Certificates then Outstanding: (a) a reduction in the percentage of the Purchase Price of any Certificate; (b) a privilege or priority of any Certificate or Certificates over any other Certificate or Certificates; (c) a reduction in the percentage of the Purchase Price of the Certificates then Outstanding required for consent to such supplemental indenture; or (d) the deprivation of the Owner of any Certificate then Outstanding of the lien created by this Indenture. If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be given in the name of the Issuer. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the designated office of the Trustee for inspection by all Certificate Owners and the Initial Purchaser. Upon the consent and approval of the execution of any such supplemental indenture, no Owner of any Certificate shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, in any manner question the priority of the execution thereof; or enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 8.3. **Opinion of Counsel.** Prior to entering into any amendment, change, or modification which is permitted by this Indenture and pursuant to this Article VIII, the Trustee shall have received an opinion of Certificate Counsel to the effect that such amendment, change, or modification is authorized by this Indenture and that all conditions or consents required for the Trustee to enter into such amendment, change, or modification have been met. Neither the Trustee nor the Issuer shall have any obligation to enter into any supplemental indenture that affects its respective rights, obligation, immunities or indemnities.

ARTICLE IX. COVENANTS AND REPRESENTATIONS

Section 9.1. **Protection of Assets.** The Issuer will cause the taking of such action as is reasonably necessary in order to maintain the perfection and priority of the security interest of the Trustee in the Trust Estate; *provided* that the Issuer shall be entitled to rely on an opinion of Certificate Counsel to determine what actions are

reasonably necessary, and shall be fully protected in so relying on such opinion of Certificate Counsel, unless the Issuer has actual knowledge that the procedures described in any such opinion of Certificate Counsel are no longer adequate to maintain such perfection and priority. The Issuer shall from time to time execute and deliver all such supplements and amendments hereto and file or authorize the filing of all such Financing Statements, continuation statements, instruments of further assurance and other instruments, and shall take such other action as may be necessary or advisable or desirable to secure the rights and remedies of the Certificate Owners hereunder and to:

- (a) Grant more effectively all or any portion of the Trust Estate;
- (b) maintain, preserve and perfect any Grant made or to be made by this Indenture including, without limitation, the first priority nature of the lien or carry out more effectively the purposes hereof;
- (c) perfect, publish notice of or protect the validity of any Grant made or to be made by this Indenture (including, without limitation, any and all actions necessary or desirable as a result of changes in law or regulations);
- (d) enforce any of the Trust Estate or other instruments or property included in the Trust Estate;
- (e) preserve and defend title to the Trust Estate and the rights therein of the Trustee and the Certificate Owners in the Trust Estate against the claims of all Persons and parties; or
- (f) pay or cause to be paid any and all taxes levied or assessed upon all or any part of the Trust Estate.

The Issuer hereby designates the Trustee as its agent and attorney in fact to prepare and file any Financing Statement, continuation statement and all other instruments, and take all other actions, required pursuant to this Section 9.1. Such designation shall not impose upon the Trustee, or release or diminish, the Issuer's obligations under this Section 9.1. The Issuer further authorizes and shall cause the Issuer's counsel to file without the Issuer's signature a Financing Statement that names the Issuer as debtor and the Trustee as secured party and that describes "all personal property of the Debtor now owned or hereafter acquired" as the Trust Estate in which the Trustee has a Grant.

Section 9.2. **Negative Covenants.** From and after the Closing Date, the Issuer will not:

- (a) sell, transfer, exchange or otherwise dispose of, or pledge, mortgage, hypothecate or otherwise encumber (or permit such to occur or suffer such to exist), any part of the Trust Estate, or engage in any business with respect to any part of the Trust Estate, in each case, except as expressly permitted by this Indenture;
- (b) claim any credit on, make any deduction from, or dispute the enforceability of payment of the principal (or any other amount) in respect of the Certificates (other than amounts withheld or deducted in accordance with the Code or any applicable jurisdiction);
- (c) (A) incur or assume or guarantee any indebtedness, other than the Certificates, this Indenture and the transactions contemplated hereby, or (B)(1) issue any additional class of securities except in accordance with this Indenture or (2) issue any additional membership interests;
- (d) (A) permit the validity or effectiveness of this Indenture or any Grant hereunder to be impaired, or permit the lien of this Indenture to be amended, hypothecated, subordinated, terminated or discharged, or permit any Person to be released from any covenants or obligations with respect to this Indenture or the Certificates except as may be permitted hereby, (B) except as permitted by this Indenture, permit any lien, charge, adverse claim, security interest, mortgage or other encumbrance (other than the lien of this Indenture) to be created on or extend to or otherwise arise upon or burden any part of the Trust Estate, any interest therein or the proceeds thereof, or (C) except as permitted by this Indenture, take any

action that would permit the lien of this Indenture not to constitute a valid first priority security interest in the Trust Estate;

- (e) dissolve or liquidate in whole or in part, except as permitted hereunder or required by applicable law;
- (f) permit the formation of any subsidiaries;
- (g) conduct business under any name other than its own;
- (h) have any employees (other than directors to the extent they are employees);
- (i) be party to any agreements without including customary “non-petition” and “limited recourse” provisions therein (and shall not amend or eliminate such provisions in any agreement to which it is party); or
- (j) undertake any activities other than (i) issuing, selling, paying and redeeming the Certificates and any additional certificates issued pursuant to this Indenture, (ii) entering into and performing its obligations under the Certificate Documents and (iii) all other activities incidental thereto.

Section 9.3. **Representations Relating to the Security Interest in the Trust Estate.** The Issuer hereby represents and warrants that, as of the Closing Date (which representations and warranties shall survive the execution of this Indenture and be deemed to be repeated on each date on which an asset is Granted to the Trustee hereunder):

- (a) The Issuer owns such asset free and clear of any lien, claim or encumbrance of any person, other than such as are created under, or permitted by, this Indenture.
- (b) Other than the security interest Granted to the Trustee pursuant to this Indenture, except as permitted by this Indenture, the Issuer has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Trust Estate. The Issuer has not authorized the filing of and is not aware of any Financing Statements against the Issuer that include a description of collateral covering the Trust Estate other than any Financing Statement relating to the security interest granted to the Trustee hereunder or that has been terminated. The Issuer is not aware of any judgment, liens or tax lien filings against the Issuer.
- (c) This Indenture creates a valid and continuing security interest (as defined in Section 1-201(37) of the UCC) in the Trust Estate in favor of the Trustee, for the benefit and security of the Certificate Owners, which security interest is prior to all other liens, claims and encumbrances (except as permitted otherwise in this Indenture), and is enforceable as such against creditors of and purchasers from the Issuer.
- (d) The Issuer has caused or will have caused, within ten days after the Closing Date, the filing of all appropriate Financing Statements in the proper office in the appropriate jurisdictions under applicable law in order to perfect the security interest granted to the Trustee, for the benefit and security of the Certificate Owners, hereunder.

ARTICLE X. MISCELLANEOUS

Section 10.1. **Consents of Certificate Owners.** Any consent, request, direction, approval, objection, or other instrument required by this Indenture to be executed by the Certificate Owners may be in any number of concurrent writings of similar tenor and may be executed by such Certificate Owners in person or by an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection, or other instrument or of the appointing any such agent and of the ownership of Certificates shall be sufficient for any of the

purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument if the fact and date of the execution by any person of any such writing is proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person executing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the Owner of such Certificate until a new Owner of such Certificate is registered on the Certificate Registration Books.

Section 10.2. **Release and Non-recourse.** NO RECOURSE WHATSOEVER SHALL BE HAD AGAINST ANY CITY]], OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE OF TEXAS, OR THEIR RESPECTIVE OFFICERS, MEMBERS, EMPLOYEES, AGENTS, AND ATTORNEYS FOR PAYMENT OF THE CERTIFICATE PRO RATA SHARE OR ANY COSTS INCIDENTAL THERETO OR FOR ANY LOSSES, COSTS, DAMAGES, EXPENSES, AND LIABILITIES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, LITIGATION AND COURT COSTS, AMOUNTS PAID IN SETTLEMENT, AND AMOUNTS PAID TO DISCHARGE JUDGMENTS) DIRECTLY OR INDIRECTLY RESULTING FROM OR ARISING OUT OF OR RELATED TO (A) THE ISSUANCE, OFFERING, SALE, DELIVERY, OR PAYMENT OF THE CERTIFICATES, THE CERTIFICATE DOCUMENTS AND ANY OTHER DOCUMENTS IN CONNECTION THEREWITH (B) THE DESIGN, CONSTRUCTION, INSTALLATION, OPERATION, USE, OCCUPANCY, MAINTENANCE, OR OWNERSHIP OF THE PROJECTS (INCLUDING COMPLIANCE WITH LAWS, ORDINANCES, AND RULES AND REGULATIONS OF PUBLIC AUTHORITIES RELATING THERETO AND INCLUDING DAMAGE TO PROPERTY OR ANY INJURY TO, OR DEATH OF, ANY PERSON ARISING THEREFROM); AND (C) ANY WRITTEN STATEMENTS OR REPRESENTATIONS MADE OR GIVEN BY THE DEVELOPER, OR ANY OF ITS OFFICERS OR EMPLOYEES, TO ANY CITY, THE STATE OF TEXAS, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE OF TEXAS, OR THEIR RESPECTIVE OFFICERS, MEMBERS, EMPLOYEES, AGENTS, AND ATTORNEYS, ANY TRUSTEE, OR ANY PURCHASERS OF ANY OF THE CERTIFICATES, WITH RESPECT TO THE ISSUER, THE PROJECTS, OR THE CERTIFICATES, INCLUDING, BUT NOT LIMITED TO, STATEMENTS OR REPRESENTATIONS OF FACTS, FINANCIAL INFORMATION, OR CORPORATE AFFAIRS. THE CERTIFICATES SHALL NEVER CONSTITUTE A DEBT, INDEBTEDNESS, OR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE STATE OF TEXAS, ANY CITY, OR ANY POLITICAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE OF TEXAS.

The foregoing shall not, however, be deemed or construed as absolving the applicable City, but only the applicable City and only in its capacity as party to the Development Agreements, from responsibility or liability to any counterparty to either such agreement arising out of the applicable City's breach or default or failure to perform its obligations thereunder.

Section 10.3. **Limitation of Rights.** With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Certificates is intended or shall be construed to give to any person other than the parties hereto, the Initial Purchaser and the Owners of the Certificates any legal or equitable right, remedy, or claim under or in respect of this Indenture or any covenants, conditions, or provisions herein contained, this Indenture and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Initial Purchaser and the Owners of the Certificates as herein provided. Notwithstanding any provision herein to the contrary, it is specifically acknowledged and agreed that each Certificate Owner is a third party beneficiary of this Indenture. Without limiting the generality of the foregoing, to the extent the Initial Purchaser is determined not to be a direct beneficiary under this Indenture, it is the express and absolute intention of the Issuer and the Trustee that the Initial Purchaser shall be a direct third party beneficiary in interest under this Indenture, entitled, but not obligated, to enforce directly each of the covenants and provisions of this Indenture.

Section 10.4. **Severability.** In the event that any provision of this Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.5. **Reliance by Issuer Representative.** Notwithstanding any provision hereof to the contrary, whenever any certificate or opinion is required by the terms of this Indenture to be given by the Issuer on its own behalf, any such certificate or opinion may be made or given by an Issuer Representative (and in no event individually) and may be based (i) insofar as it relates to factual matters, upon a certificate of or representation by the Trustee, the TIRZ Revenue Holder or the Developer; and (ii) insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel or an accountant, in each case under clause (i) and (ii) without further investigation or inquiry by such Issuer Representative or otherwise on behalf of the Issuer.

Section 10.6. **Notices.** All notices, certificates, or other communications hereunder required to be in writing shall be sufficiently given and shall be deemed given when delivered, or one day after being mailed by a nationally recognized overnight delivery service, or three days after being mailed by registered or certified mail, postage prepaid, or on the day sent by telegram, or if delivered by electronic mail, when delivered to the appropriate electronic mail address and either (i) followed by mailed letter by first class mail, postage prepaid, or nationally recognized overnight delivery service or (ii) receipt by the sender of confirmation of receipt from the recipient, addressed as follows:

If to the Issuer, at:	Texas Combined TIRZ I, LLC c/o Texas Real Estate Law 1800 Valley View Lane, Ste. 360 Farmers Branch, Texas 75234 Attention: Travis Boghetich Email: travis@txreallaw.com
If to the Trustee, at:	Computershare Trust Company, National Association CTO Mail Operations 1505 Energy Park Drive St. Paul, Minnesota 55108 Attention: Thomas Alderson Email: Thomas.Alderson@computershare.com
If to the Initial Purchaser at:	Cedar Rapids Bank and Trust Company 500 1st Ave NE Cedar Rapids, IA 52401 Attention: Jeffrey A. Hollingsworth Email: jhollingsworth@crbt.com

except that a notice to the Trustee shall be effective only upon actual receipt thereof by the Trustee.

The Issuer, the Initial Purchaser and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent. Any electronic transmission received by any party after 4:00 p.m., central prevailing time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following day.

Section 10.7. **Payments Due on Holidays.** If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture shall be a Saturday, Sunday, or legal holiday or a day on which banking institutions in New York, New York are authorized or required by law or executive order to close, such payment may be made or act performed or right exercised on the next succeeding day which is not a Saturday, Sunday, or legal holiday or day on which such banking institutions are authorized or required by law or executive order to close.

Section 10.8. **Execution of Counterparts.** This Indenture may be executed by any one or more of the parties hereto in any number of counterparts and delivered by facsimile or other electronic transmission, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Each of the parties hereto hereby agrees that (i) it has been provided with an electronic or paper copy of this Indenture in a usable format, (ii) the transaction consisting of this Indenture may be conducted by electronic means and (ii) it is such party's intent that if such party signs this Indenture using an electronic signature, it is

signing, adopting and accepting this Indenture and signing this Indenture using an electronic signature is the legal equivalent of having placed its handwritten signature on this Indenture on paper.

Section 10.9. **Applicable Law.** This Indenture shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of laws provisions. All claims of whatever character arising out of this Indenture, or under any statute or common law relating in any way, directly or indirectly, to the subject matter hereof or to the dealings between the Issuer and any other party hereto, shall be brought in any state or federal court of competent jurisdiction located in Dallas County, Texas. By executing and delivering this Indenture, each party hereto irrevocably: (i) accepts generally and unconditionally the exclusive jurisdiction and venue of such courts; (ii) waives any defense of forum non conveniens; and (iii) agrees not to seek removal of such proceedings to any court or forum other than as specified above. Each of the parties hereto hereby waives the right to trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Indenture.

Section 10.10. **Captions.** The captions or headings in this Indenture are for convenience only and in no way define, limit, or describe the scope or intent of any provisions, articles, or sections of this Indenture.

Section 10.11. **Continuing Disclosure Agreement.** The Issuer hereby agrees to use reasonable efforts to provide the Initial Purchaser with notice of any of the events listed in Section 5(a)(ii) of the Continuing Disclosure Agreement of which it has knowledge within 5 Business Days (as defined in the Continuing Disclosure Agreement) of the Issuer becoming aware of such event, but shall have no liability to any Person for its failure to provide such notice in a timely manner or at all.

Section 10.12. **Subordination.** The Certificate Owners agree, for the benefit of all Certificate Owners, not to cause the filing of a petition in bankruptcy against the Issuer until the payment in full of all Certificates (and any other debt obligations of the Issuer that have been rated upon issuance by any rating agency at the request of the Issuer) and the expiration of a period equal to one year and one day or, if longer, the applicable preference period then in effect plus one day, following such payment in full. In the event one or more Certificate Owners cause the filing of a petition in bankruptcy against the Issuer prior to the expiration of such period, any claim that such Certificate Owners have against the Issuer or with respect to the Trust Estate (including any proceeds thereof) shall, notwithstanding anything to the contrary in this Indenture and notwithstanding any objection to, or rescission of, such filing, be fully subordinate in right of payment to the claims of each Certificate Owner (and each other secured creditor of the Issuer) that does not seek to cause any such filing, with such subordination being effective until each Certificate (and each claim of each other secured creditor) held by each Certificate Owner that does not seek to cause any such filing is paid in full in accordance with the terms and provisions of this Indenture (after giving effect to such subordination). The foregoing sentence shall constitute a “subordination agreement” within the meaning of Section 510(a) of the U.S. Bankruptcy Code.

Section 10.13. **Entire Agreement.** This Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, we have set our hands as of the day and year first written above.

TEXAS COMBINED TIRZ I, LLC,
a Delaware limited liability company

By: **2M Holdings, LP,**
a Delaware limited partnership
Its: Sole Member

By: **2M Ventures, LLC,**
a Delaware limited liability company
Its: General Partner

By: _____
Name: Mehrdad Moayedi
Its: Manager

**COMPUTERSHARE TRUST COMPANY, NATIONAL
ASSOCIATION,**
as Trustee

By: _____
Name:
Title:

EXHIBIT A

FORM OF CERTIFICATES

THIS CERTIFICATE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY TO A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN RELIANCE ON THE EXEMPTION FROM SECURITIES ACT REGISTRATION PROVIDED BY SUCH RULE THAT IS NOT A BROKER-DEALER WHICH OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25 MILLION IN SECURITIES OF ISSUERS THAT ARE NOT AFFILIATED PERSONS OF THE DEALER AND IS NOT A PLAN REFERRED TO IN PARAGRAPH (A)(1)(i)(D) OR (A)(1)(i)(E) OF RULE 144A OR A TRUST FUND REFERRED TO IN PARAGRAPH (A)(1)(i)(F) OF RULE 144A THAT HOLDS THE ASSETS OF SUCH A PLAN, IF INVESTMENT DECISIONS WITH RESPECT TO THE PLAN ARE MADE BY THE BENEFICIARIES OF THE PLAN.

ANY TRANSFER, PLEDGE OR OTHER USE OF THIS CERTIFICATE FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN, UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR OF SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO.).

ANY PURCHASER OF THIS CERTIFICATE IS HEREBY NOTIFIED THAT THE SELLER MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER ("RULE 144A") OR ANOTHER EXEMPTION UNDER THE SECURITIES ACT. THE HOLDER OF THIS CERTIFICATE HEREBY AGREES FOR THE BENEFIT OF THE ISSUER THAT (A) SUCH CERTIFICATE MAY BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (i) (a) TO A PERSON WHO IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (b) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144 UNDER THE SECURITIES ACT, OR (c) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL IF THE ISSUER SO REQUESTS), OR (ii) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AND, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO,

NOTIFY ANY PURCHASER FROM IT OF THE CERTIFICATE EVIDENCED HEREBY OF THE RESALE RESTRICTIONS SET FORTH IN CLAUSE (A) ABOVE. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 FOR RESALE OF THE CERTIFICATE EVIDENCED HEREBY.

NO. [R-1] Percentage of Purchase Price: 100%
\$48,018,000 (which represents the dollar amount attributable to the Purchase Price)

\$48,018,000
TEXAS COMBINED TIRZ I, LLC
CERTIFICATES OF PARTICIPATION, SERIES 2024

DATED: December 19, 2024

DELIVERY DATE: December 19, 2024 **CUSIP NO.:** 881935 AA8 **ISIN NO.:** US881935AA84

MATURITY DATE: December 7, 2062

NEITHER THIS CERTIFICATE NOR ANY BENEFICIAL OWNERSHIP INTEREST HEREIN MAY BE TRANSFERRED BY THE BENEFICIAL OWNER HEREOF EXCEPT IN AUTHORIZED DENOMINATIONS TO ANY PERSON THAT IS A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT OF 1933, AS AMENDED).

TEXAS COMBINED TIRZ I, LLC (together with its successors and assigns, the “*Issuer*”), a Delaware limited liability company, hereby promises to mandatorily redeem the Certificates from funds on deposit in the Pledged Revenue Fund on each Certificate Payment Date based on each Owner’s Certificate Pro Rata Share pursuant to the terms of the Indenture and to pay such amount to:

CEDE & CO.

or registered assigns (hereinafter called the “*Registered Owner*”); provided that such Certificate Pro Rata Share is payable solely from the Trust Estate and in the manner described in the Indenture. The Certificates are also subject to optional redemption in accordance with the Indenture.

THE OWNER HEREOF shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation or from any source whatsoever except the payments and amounts described in the Indenture (all as defined herein), and this Certificate. The Certificates are limited recourse obligations payable solely as provided herein. **NEITHER THE STATE OF TEXAS, DALLAS COUNTY, TEXAS (THE “COUNTY”) THE CITY (AS DEFINED IN THE INDENTURE), NOR ANY OTHER POLITICAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE OF TEXAS SHALL BE OBLIGATED TO PAY CERTIFICATE PRO RATA SHARE AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, THE COUNTY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE OF TEXAS IS PLEDGED TO THE PAYMENT OF CERTIFICATE PRO RATA SHARE.**

THE OBLIGATIONS OF THE ISSUER UNDER THIS CERTIFICATE AND THE INDENTURE ARE LIMITED RECOURSE OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE TRUST ESTATE IN ACCORDANCE WITH THE INDENTURE, AND FOLLOWING REALIZATION OF THE TRUST ESTATE IN ACCORDANCE WITH THE INDENTURE, ALL CLAIMS OF CERTIFICATE OWNERS SHALL BE EXTINGUISHED AND SHALL NOT THEREAFTER REVIVE. NONE OF THE CERTIFICATE OWNERS MAY, PRIOR TO THE DATE WHICH IS ONE YEAR AND ONE DAY (OR IF LONGER, ANY APPLICABLE PREFERENCE PERIOD PLUS ONE DAY) AFTER THE PAYMENT IN FULL OF ALL CERTIFICATES AND ANY OTHER DEBT OBLIGATIONS OF THE ISSUER THAT HAVE BEEN RATED UPON ISSUANCE BY ANY RATING AGENCY AT THE REQUEST OF THE ISSUER, INSTITUTE AGAINST, OR JOIN ANY

OTHER PERSON IN INSTITUTING AGAINST, THE ISSUER ANY BANKRUPTCY, REORGANIZATION, ARRANGEMENT, INSOLVENCY, MORATORIUM OR LIQUIDATION PROCEEDINGS, OR OTHER PROCEEDINGS UNDER U.S. FEDERAL OR STATE BANKRUPTCY OR SIMILAR LAWS OF ANY JURISDICTION. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS CERTIFICATE AND THE TERMS OF THE INDENTURE, THE TERMS OF THE INDENTURE SHALL GOVERN.

THIS CERTIFICATE is one of a series of certificates (the “*Certificates*”) authorized and issued in the aggregate Purchase Price amount of \$48,018,000 under and pursuant to an Indenture of Trust, dated as of December 19, 2024 (the “*Indenture*”), by and between the Issuer and the Trustee for the purpose of providing funds to finance the Projects and to pay Costs of Issuance of the Certificates (as defined in the Indenture). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture.

The Certificates are payable from the Issuer at the Mandatory Payment Amount (but solely from funds provided to it pursuant to the Indenture), to Computershare Trust Company, National Association, which shall constitute and be defined as the “*Trustee*,” “*Paying Agent*,” and “*Certificate Registrar*” for the Certificates, upon delivery of this Certificate to the corporate trust office of the Trustee. The Mandatory Payment Amount shall be paid (i) by the Paying Agent by wire transfer in immediately available funds to the Owner hereof as it appears on the certificate registration books of the Issuer, kept by the Certificate Registrar (the “*Certificate Registration Books*”) on the fifteenth calendar day of the month preceding a Certificate Payment Date (the “*Record Date*”), or (ii) pursuant to other customary arrangements made by such registered Owner and acceptable to the Paying Agent. Certificates registered in the Book-Entry-Only System shall be paid in same day funds pursuant to the applicable procedures of the Depository Trust Company.

THE TRANSFER of the Certificates may be registered by the Owner hereof in person or by his attorney or legal representative at the corporate trust office of the Certificate Registrar in St. Paul, Minnesota, but only in the manner and subject to the limitations and conditions provided in the Indenture and upon surrender and cancellation of the Certificates and execution of the Assignment hereon. Upon any such registration of transfer the Issuer shall cause to be executed and the Trustee shall authenticate and deliver in exchange for this Certificate a new Certificate or Certificates, registered in the name of the transferee, of authorized denominations, in the percentage of Purchase Price equal to the percentage of Purchase Price of this Certificate, of the same series. Neither the Issuer nor the Trustee shall be required to make any exchange or registration of transfer of this Certificate during the period from the last day of the calendar month immediately preceding any Certificate Payment Date to said Certificate Payment Date. This paragraph is subject to the applicable procedures of Depository when the Certificates are registered in the Book-Entry-Only System.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

IF THE DATE for the payment of the Certificate Pro Rata Share on this Certificate shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the corporate trust offices of any Paying Agent or the Trustee are authorized by law or executive order to close, then, the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date of payment.

IT IS HEREBY CERTIFIED AND COVENANTED that this Certificate has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate have been performed, exist, and been done in accordance with law; that this Certificate is a special limited revenue obligation of the Issuer, and

that the Certificate Pro Rata Share on this Certificate is payable from and secured by a lien on and pledge of the Pledged Revenues to be paid pursuant to the Indenture.

THE CERTIFICATES are secured by the Indenture whereunder the Trustee is custodian of the Pledged Revenue Fund and is obligated to enforce the rights of the Owners of the Certificates and to perform other duties in the manner and under the conditions stated in the Indenture. The Trustee may, and upon written request of a Majority of Owners shall, waive any Event of Default and its consequences provided that an Event of Default must have been remedied and made good or such waiver must be consented to by the Owners of all the Certificates then outstanding. The Owner of this Certificate shall have no right to institute any action, suit, or proceeding at law or in equity to enforce the Indenture except as provided in the Indenture; provided that nothing in the Indenture shall affect or impair the rights of the Owner hereof to enforce the payment of the Certificate Pro Rata Share on this Certificate from the source and in the manner herein expressed. Reference is hereby made to the Indenture for additional provisions with respect to the nature and extent of the security for the Certificates; the rights, duties, and obligations of the Issuer, the Trustee, and the Owners of the Certificates; the terms upon which the Certificates are issued and secured; and the modification of any of the foregoing.

THE ISSUER also has reserved the right to amend the Indenture, as provided therein; and, under all circumstances except as expressly set forth therein, amendments thereto must be approved by the Owners. In the event of a conflict or inconsistency between the provisions of this Certificate and the provisions of the Indenture, the provisions of the Indenture shall supersede, govern and control.

UNTIL THIS CERTIFICATE IS AUTHENTICATED by the Trustee, this Certificate shall not be entitled to any benefit under the Indenture or be valid or become obligatory for any purpose.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed as of the date first set forth above.

TEXAS COMBINED TIRZ I, LLC,
a Delaware limited liability company

By: **2M Holdings, LP,**
a Delaware limited partnership
Its: Sole Member

By: **2M Ventures, LLC,**
a Delaware limited liability company
Its: General Partner

By: _____
Name: Mehrdad Moayed
Its: Manager

[Form of Trustee's Certificate of Authentication]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Certificates described in the within-mentioned Indenture which has been authenticated on

_____.

**COMPUTERSHARE TRUST COMPANY, NATIONAL
ASSOCIATION,**
as Trustee

By:

Authorized Signature

[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
_____. Please insert Social Security or Taxpayer
Identification number of Transferee _____

(Please print or typewrite name and address,
including zip code of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney, to
register the transfer of the within Certificates on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by

A securities transfer association ("STA")
Signature guarantee program.

NOTICE: The signature to this assignment

Must correspond with the name as it appears upon the face of
this Certificate in every particular, without alteration or
enlargement or any change whatsoever.

EXHIBIT B

FORM OF INVESTOR LETTER

December 19, 2024

Texas Combined TIRZ I, LLC
c/o Texas Real Estate Law
1800 Valley View Lane, Ste. 360
Farmers Branch, Texas 75234
Attention: Travis Boghetich

SAMCO Capital Markets, Inc.
1700 Pacific Avenue, Ste. 4650
Dallas, TX 75201

Re: \$48,018,000 Texas Combined TIRZ, LLC, Certificates of Participation, Series 2024 (the
 “*Certificates*”)

Ladies and Gentlemen:

The undersigned (“*Investor*”) is the purchaser of ____% of the above-captioned Certificates issued by the Texas Combined TIRZ I, LLC (the “*Company*”) pursuant to that certain Indenture of Trust, dated as of December 19, 2024 (the “*Indenture*”), between the Company and Computershare Trust Company, National Association, as Trustee (the “*Trustee*”).

Capitalized terms not defined herein shall be given the meaning ascribed thereto in the Indenture.

Investor has been informed that the Company will not sell or permit any Certificates to be sold to Investor unless Investor makes the representations, warranties and covenants herein and authorizes the Company and the Trustee to rely thereon and such representations, warranties and covenants are made by the Investor AS AN INDUCEMENT to the sale of the Certificates to Investor.

In connection with the sale of the Certificates to Investor, Investor hereby makes the following covenants and representations upon which you are authorized to rely:

1. Investor has received and read a copy of (i) the Private Placement Memorandum and has been given access to copies of the Indenture (including the form of Certificate); and (ii) such other documents, agreements, certificates and instruments referenced therein or pertaining thereto or to the Certificates which Investor is a party or deems necessary and appropriate in its evaluation of the Certificates. Investor acknowledges that SAMCO Capital Markets, Inc. (the “*Placement Agent*”) is acting as a placement agent in connection with the issuance of the Certificates, and in such capacity and solely as an accommodation to the Investor to facilitate the Investor's purchase of the Certificates.
2. Investor has sufficient knowledge and experience in financial and investment matters to be able to evaluate the risks and merits of an investment in the Certificates.
3. (a) On December 19, 2024 (the “*Closing Date*”), Investor is purchasing the Certificates from the Company for a purchase price of \$_____. Investor is not, and agrees that Placement Agent is not, acting as an Underwriter with respect to the Certificates. Underwriter means (i) any person

that agrees pursuant to a written contract with the Company (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Certificates to the public).

4. Investor is acquiring the Certificates solely for its own account for investment purposes, and does not presently intend to make a public distribution of, or to resell or transfer, all or any part of the Certificates; provided, however, Investor reserves the right to sell or transfer the Certificates in the future in accordance with the transfer restrictions set forth in paragraph 10 below. Investor has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Certificates and Investor has not agreed with the Company pursuant to a written agreement to sell the Certificates to persons other than Investor or a related party to Investor.
5. Investor understands that it may be required to bear the risks of this investment in the Certificates for an indefinite time, since any sale prior to maturity may not be possible. Investor alone, or with the assistance of its professional advisors, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Certificates and is able, without impairing its financial condition, to hold such securities for an indefinite period of time and to bear the economic risks, and withstand a complete loss, of such investment.
6. Investor is aware that (i) purchasing, holding and disposing of the Certificates may have tax consequences under the laws of the United States, and (ii) it is solely responsible for determining the tax consequences applicable to its particular circumstances and should consult its own tax advisors concerning investment in such securities.
7. Investor acknowledges that it has not purchased the Certificates as a result of any general solicitation or general advertising (as such terms are defined in Rule 502(c) of Regulation D under the Securities Act of 1933, as amended (the “**1933 Act**”) or in any other manner involving a “public offering” within the meaning of Section 4(a)(2) of the 1933 Act.
8. The Certificates are a financially suitable investment for Investor consistent with Investor's investment needs and objectives.
9. Investor understands and acknowledges that the Certificates have not been and will not be registered under the, or the securities laws of any state of the United States, and that the offer and sale of the Certificates to it are being made in reliance upon Rule 144A under the U.S. Securities Act (“**Rule 144A**”);
10. Investor is a “Qualified Institutional Buyer” as defined in Rule 144A; Investor understands that the Certificates are not registered under the 1933 Act and that such registration is not legally required as of the date hereof; and further understands that the Certificates (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service, and (d) will be delivered in a form which may not be readily marketable.
11. Investor acknowledges that the Certificates are not transferable except to another “Qualified Institutional Buyer,” and Investor agrees to abide by the transfer restrictions contained in the

Indenture. Investor shall be solely and exclusively responsible for compliance with such transfer restrictions, including having a reasonable belief that its transferee is a Qualified Institutional Buyer.

12. Investor acknowledges that it has either been supplied with or been given access to information (including, without limitation, financial statements and other financial information and copies of the Indenture and other Certificate Documents), to which a reasonable investor would attach significance in making investment decisions, and Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Company, the Certificates and the security therefor so that, as a reasonable investor, the Investor has been able to make its decision to purchase the Certificates.
13. INVESTOR ACKNOWLEDGES THAT THE CERTIFICATES ARE LIMITED RECOURSE OBLIGATIONS OF THE COMPANY PAYABLE SOLELY FROM THE TRUST ESTATE.
14. Investor has made its own inquiry and analysis with respect to the Certificates and the security therefor (including, without limitation, a credit evaluation of the Company and any guarantors, obligors, to the extent Investor deemed it necessary or appropriate), and other material factors affecting the security and payment of the Certificates. Investor is aware that the business of the Company involves certain economic variables and risks that could adversely affect the security for the Certificates.
15. Investor agrees to indemnify and hold harmless the Company and the Placement Agent with respect to any claim asserted against the Company or the Placement Agent that is based upon Investor's breach of any representation, warranty or agreement made by it herein, other than any claim that is based upon the willful misconduct of the Company or Placement Agent seeking indemnification.

Investor: **[INVESTOR]**

By: _____

Name: _____

Title: _____

EXHIBIT C

FORM OF REDEMPTION DIRECTION

[DATE]

Computershare Trust Company, National Association, as Trustee
Texas Combined TIRZ I, LLC, as Issuer

Re: Optional Redemption of the Certificates of Participation, Series 2024

Reference is made to the Indenture of Trust, dated as of December 19, 2024 (the “*Indenture*”), by and between Texas Combined TIRZ I, LLC, as Issuer, and Computershare Trust Company, National Association, as Trustee (in such capacity, the “*Trustee*”). Capitalized terms used but not defined herein shall have the meanings set forth in the Indenture.

This notice (this “*Redemption Direction Notice*”) constitutes (i) a notice directing an optional redemption (“*Optional Redemption*”) of the Certificates as contemplated under Section 4.6 of the Indenture. Pursuant to such section, the undersigned representative of 2M Holdings, LP, a Delaware limited partnership (the “*TIRZ Revenue Holder*”), hereby directs the Trustee and the Issuer to effect an Optional Redemption of all of the Certificates, in whole but not in part, on [] (the “*Redemption Date*”).

In connection with the Optional Redemption to occur on the Redemption Date, the TIRZ Revenue Holder represents and warrants to the Trustee and the Issuer as follows:

1. The TIRZ Revenue Holder has remitted or caused to be remitted, or will remit, to the Trustee prior to the Redemption Date an amount equal to the Optional Redemption Amount.
2. The TIRZ Revenue Holder has calculated the Required IRR in accordance with the terms and provisions of the Indenture and provided such calculations to the Trustee.
3. The Optional Redemption Amount achieves, for each Certificate Owner, the Required IRR for such Certificate Owner.
4. The Optional Redemption Amount includes, in addition to amounts on deposit in the Pledged Revenue Fund, an amount equal to \$[], constituting External Revenue.

TIRZ Revenue Holder:

2M Holdings, LP

a Delaware limited partnership

By: **2M Ventures, LLC,**

a Delaware limited liability company

Its: General Partner

By: _____

Name: Mehrdad Moayed

Its: Manager

APPENDIX B
FORM OF THE ASSIGNMENT AGREEMENT

(this page intentionally left blank)

ASSIGNMENT AND SALE AGREEMENT

This Assignment and Sale Agreement, dated as of December 19, 2024 (this “*Agreement*”), is between 2M Holdings, LP, a Delaware limited partnership, and its successors and assigns (the “*TIRZ Revenue Holder*”) and TEXAS COMBINED TIRZ I, LLC, a Delaware limited liability company (the “*Issuer*”).

W I T N E S S E T H :

WHEREAS, pursuant to the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended (the “*Texas Act*”), (1) the City Council of the City of Marble Falls, Texas, created, by Ordinance No. 2020-O-09A, dated September 15, 2020, Reinvestment Zone Number Two, City of Marble Falls, Texas (the “*Thunder Rock Zone*”), to promote the development and redevelopment of certain property (the “*Thunder Rock Property*”) in the Thunder Rock Zone through the use of tax increment financing (the “*Thunder Rock Project*”), (2) the City Council of the City of Celina, Texas, created, by Ordinance No. 2021-74, dated September 14, 2021, Reinvestment Zone Number Thirteen, City of Celina, Texas (the “*Legacy Hills Zone*”), to promote the development and redevelopment of certain property (the “*Legacy Hills Property*”) in the Legacy Hills Zone through the use of tax increment financing (the “*Legacy Hills Project*”) and (3) the City Council of the City of Pilot Point, Texas, created, by Ordinance No. 484-14-2022, dated April 14, 2022, Reinvestment Zone Number Two, City of Pilot Point, Texas (the “*Creekview/Mobberly Zone*”), to (i) promote the development and redevelopment of certain property (the “*Creekview Property*”) in the Creekview/Mobberly Zone through the use of tax increment financing (the “*Creekview Project*”) and (ii) promote the development and redevelopment of certain property (the “*Mobberly Property*”) in the Creekview/Mobberly Zone through the use of tax increment financing (the “*Mobberly Project*”);

WHEREAS, pursuant to (1) the Thunder Rock Development Agreement and the Thunder Rock Project and Finance Plan, the City of Marble Falls has agreed to deposit into a tax increment fund established for the Thunder Rock Zone (the “*Thunder Rock TIRZ Fund*”) an economic development grant of 50% of the ad valorem tax increment attributable to the Thunder Rock Zone (the “*Thunder Rock Revenues*”) until the earlier of (i) 41 years from the date of the Thunder Rock Development Agreement and (ii) the date on which the aggregate amount of the Thunder Rock Revenues, including interest thereon, equals \$124,000,000 (the “*Thunder Rock Termination Date*”), (2) the Legacy Hills Development Agreement and the Legacy Hills Project and Finance Plan, the City of Celina has agreed to deposit into a tax increment fund established for the Legacy Hills Zone (the “*Legacy Hills TIRZ Fund*”) an economic development grant of \$0.10/\$100 of the ad valorem tax increment attributable to the Legacy Hills Zone (the “*Legacy Hills Revenues*”) until the earlier of (i) 36 years from the date of the Legacy Hills Development Agreement and (ii) the date on which the aggregate amount of the Legacy Hills Revenues, including interest thereon, equals \$106,494,281 (the “*Legacy Hills Termination Date*”), (3) the Creekview Development Agreement and the Creekview/Mobberly Project and Finance Plan, the City of Pilot Point has agreed to deposit into a tax increment fund established for the Creekview Property (the “*Creekview TIRZ Fund*”) an economic development grant of 55% of the ad valorem tax increment attributable to the Creekview Property (the “*Creekview Revenues*”) until the earlier of (i) 36 years from the date of the Creekview Development Agreement and (ii) the date on which the aggregate amount of the Creekview Revenues equals \$135,869,385 (the “*Creekview Termination Date*”) and (4) the Mobberly Development Agreement and the Creekview/Mobberly Project and Finance Plan, the City of Pilot Point has agreed to deposit into a tax increment fund established for the Mobberly Property (the “*Mobberly TIRZ Fund*”) an economic development grant of 55% of the ad valorem tax increment attributable to the Mobberly Property (the “*Mobberly Revenues*”) until the earlier of (i) 36 years from the date of the Mobberly Development

Agreement and (ii) the date on which the aggregate amount of the Mobberly Revenues equals \$99,792,002 (the “*Mobberly Termination Date*”);

WHEREAS, pursuant to the (1) Thunder Rock Partial Assignment Agreement, the Thunder Rock Developer assigned to the TIRZ Revenue Holder, its rights to be paid approximately 87% of the Thunder Rock Revenues owing to the Thunder Rock Developer under the Thunder Rock Development Agreement, (2) Legacy Hills Partial Assignment Agreement, the Legacy Hills Developer assigned to the TIRZ Revenue Holder its rights to be paid approximately 87% of the Legacy Hills Revenues owing to the Legacy Hills Developer under the Legacy Hills Development Agreement, (3) Creekview Partial Assignment Agreement, the Creekview Developer assigned to the TIRZ Revenue Holder its rights to be paid approximately 87% of the Creekview Revenues owing to the Creekview Developer under the Creekview Development Agreement and (4) Mobberly Partial Assignment Agreement, the Mobberly Developer assigned to the TIRZ Revenue Holder its rights to be paid approximately 87% of the Mobberly Revenues owing to the Mobberly Developer under the Mobberly Development Agreement;

WHEREAS, pursuant to an Indenture of Trust (the “*Indenture*”), between the Issuer and Computershare Trust Company, National Association, as trustee, and its successors and assigns (the “*Trustee*”), the Issuer will pledge all of its right, title and interest in and to the Pledged Revenues to the Trustee for the benefit of the owners of the Issuer’s Certificates of Participation, Series 2024 (the “*Certificates*”), issued for the purpose of providing funds to finance the Projects (pursuant to the terms of the Development Agreements) and to pay certain costs of issuance of the Certificates;

WHEREAS, the TIRZ Revenue Holder is the current owner and holder of all rights with respect to the Pledged Revenues and desires to sell to the Issuer, and the Issuer desires to purchase from the TIRZ Revenue Holder all of the TIRZ Revenue Holder’s rights to such Pledged Revenues;

WHEREAS, Cedar Rapids Bank and Trust Company (together with its successors and assigns, the “*Initial Purchaser*”), is purchasing the Certificates on the date hereof; and

WHEREAS, as a condition precedent to the issuance of the Certificates by the Issuer and the purchase of the Certificates by the Initial Purchaser, the Issuer and the Initial Purchaser have required that the TIRZ Revenue Holder execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and of the commitments made hereunder, and as a material inducement for the Issuer to issue the Certificates and for the Initial Purchaser to purchase the Certificates, the parties hereto agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings set forth in the Indenture.

2. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the TIRZ Revenue Holder hereby sells, transfers, delivers and assigns to the Issuer, its successors and assigns, including the Trustee, forever, without recourse, all of the TIRZ Revenue Holder’s right, title, interest, estate, claims, prerogatives and demands in and to the Pledged Revenues, the proceeds thereof and all rights under this Agreement, in each case whether now existing or hereafter arising or vesting, including, without limitation, the right to receive any and all payments of the Pledged Revenues (collectively, the “*Assigned Property*”). The foregoing sale, transfer, assignment and setting over of the Assigned Property by the TIRZ Revenue Holder to the Issuer shall hereinafter be referred to as the “*Conveyance*,” and shall be evidenced by, and effective upon and after, the payment of the Purchase Price (hereinafter defined) by the Initial Purchaser. The date of the Conveyance is hereinafter referred to as the “*Closing Date*.” The Conveyance is absolute, unconditional and irrevocable and is not intended to be merely

the grant of a security interest to the Issuer in the TIRZ Revenue Holder's rights to the Assigned Property to secure a debt or other obligation of the TIRZ Revenue Holder, and is made without recourse to the TIRZ Revenue Holder. Each party hereto intends that the Conveyance shall constitute a purchase and sale, and not a loan or extension of credit, for all purposes, including, without limitation, federal and state tax, accounting and bankruptcy purposes.

The TIRZ Revenue Holder hereby expressly relinquishes all right, title and interest that it may have had in and to the Assigned Property prior to the effectiveness of the Conveyance. The Issuer has no obligation and in no event will have any obligation to perform any duties, obligations or requirements of the TIRZ Revenue Holder that may in the future arise or otherwise exist under the Development Agreements.

In the event, however, that, notwithstanding the intent of the parties, all or any portion of, or any of the rights with respect to, the Assigned Property are determined to be the property of the TIRZ Revenue Holder, or if for any other reason this Agreement is determined or deemed to create a security interest in all or any portion of the TIRZ Revenue Holder's rights to the Assigned Property, then this Agreement shall constitute a security agreement. Without derogating from the intent of the parties as set forth above, the TIRZ Revenue Holder hereby grants to the Issuer for the benefit of the Trustee, the Initial Purchaser and any Certificate Owner, to secure all of the TIRZ Revenue Holder's obligations hereunder, a security interest in all of the TIRZ Revenue Holder's right, title, and interest, if any, whether now owned or hereafter acquired, in and to the Assigned Property and all proceeds thereof. If and as required and permitted by applicable law, the Issuer is hereby authorized to file or cause to be filed such UCC-1 Financing Statements and such other appropriate documents or instruments to evidence and perfect such security interest that names the TIRZ Revenue Holder as the "debtor" or "secured party" therein.

3. The TIRZ Revenue Holder hereby represents, warrants, covenants and agrees with each of the Issuer, the Trustee, the Initial Purchaser and each Certificate Owner, as follows:

a) The TIRZ Revenue Holder is a limited partnership duly formed and in good standing under the laws of the State of Delaware;

b) The execution, delivery and performance by the TIRZ Revenue Holder of this Agreement (i) have been authorized by all necessary limited partnership action on the part of the TIRZ Revenue Holder, (ii) do not (or would not with the giving of notice, the passage of time or the happening of any other event) result in a violation of, or conflict with, any of its organizational documents, and (iii) do not and will not result in any breach of or constitute a default under any indenture, mortgage, deed of trust, contract, agreement or instrument to which it is a party or by which it or its property is bound;

c) There are no pending or threatened actions or proceedings before any court or administrative agency that would materially adversely affect the TIRZ Revenue Holder's condition, business or operations or its ability to enter into and deliver this Agreement and perform its obligations hereunder;

d) The TIRZ Revenue Holder is the legal and beneficial owner of and has good title to, and the power to transfer, its rights to the Assigned Property free and clear of all liens, security interests or other encumbrances;

e) No consent of any other person and no authorizations or other action by, or notice to or filing with, any person or governmental authority is required for (i) the execution, delivery or performance by the TIRZ Revenue Holder of this Agreement or (ii) the sale and assignment by the TIRZ

Revenue Holder of the Assigned Property pursuant to this Agreement, except, in each case, for those which have been duly obtained or made;

f) All statements in the recitals to this Agreement are true and correct in all material respects;

g) The TIRZ Revenue Holder has provided written notification of the assignment and sale of the Assigned Property, including, without limitation, the Pledged Revenues, to the City in satisfaction of, and pursuant to, the Development Agreements;

h) The TIRZ Revenue Holder has not heretofore assigned, sold, transferred, pledged, encumbered, hypothecated, alienated or otherwise granted an interest in or to the whole or any part of the Assigned Property, which has not been released. The TIRZ Revenue Holder hereby covenants that it will not assign, sell, transfer, pledge, encumber, hypothecate, alienate or otherwise grant an interest in or to the whole or any part of the Assigned Property to anyone other than the Issuer pursuant to this Agreement. The TIRZ Revenue Holder will make appropriate notations on its books and records with entries regarding the Assigned Property reflecting the sale to the Issuer of the Assigned Property;

i) This Agreement vests all of its right, title and interest in and to the Assigned Property in the Issuer, free and clear of all claims, liens and security interests of any kind or character, and the same shall be and remain free of all claims, liens and security interests arising through any act or omission of it or any person claiming by, through or under it;

j) Upon the execution and delivery of this Agreement, and the payment of the Purchase Price by the Initial Purchaser described in Section 4 below:

(i) any and all payment obligations to or for the account of the TIRZ Revenue Holder shall be deemed fully and finally paid, satisfied and no longer outstanding or due; and

(ii) all of the TIRZ Revenue Holder's right, title, interest, estate, claims, prerogatives and demands in and to the Pledged Revenues, the proceeds thereof and all rights under this Agreement, in each case whether now existing or hereafter arising or vesting, including, without limitation, the right to receive any and all payments of the Pledged Revenues, as more particularly described in the Development Agreements, shall be sold forever without recourse in accordance with Section 2 of this Agreement.

k) To the best of the TIRZ Revenue Holder's knowledge, no event of default has occurred and is continuing under the Development Agreements and no event has occurred that, with the lapse of time or the giving of notice or both, would constitute such an event of default;

l) The TIRZ Revenue Holder has no right or obligation to repurchase all or any portion of the Assigned Property from the Issuer;

m) Upon the execution and delivery of this Agreement and payment of the Purchase Price described in Section 4 hereof, the TIRZ Revenue Holder shall have no right, title or interest in or to the Assigned Property; and

n) If, notwithstanding Section 2 hereof, the TIRZ Revenue Holder receives any portion of the Assigned Property, the TIRZ Revenue Holder shall hold such portion in trust for the benefit

of the Issuer and promptly pay such portion over to the Issuer or as otherwise directed by the Issuer in writing.

4. In consideration of the Conveyance by the TIRZ Revenue Holder, upon receipt by the Trustee of the purchase price for the Certificates from the Initial Purchaser, the Issuer shall direct the Trustee to disburse FOURTY-EIGHT MILLION EIGHTEEN THOUSAND DOLLARS (\$48,018,000) (the “Purchase Price”) on the Closing Date pursuant to and as required by the Indenture.

5. Notwithstanding anything contained herein to the contrary, if the TIRZ Revenue Holder fails to materially perform or observe any of the covenants, agreements or conditions to be performed or observed on its part contained in this Agreement, including, for the avoidance of doubt, transferring, or causing the transfer of, Pledged Revenues to the Issuer, or if any representation made by the TIRZ Revenue Holder proves to be materially incorrect at the time it was made, the Issuer may proceed to pursue any available remedy at law or in equity to enforce the provisions of this Agreement, including, without limitation, by mandamus, or other suit, action, or proceeding at law or in equity, to require the TIRZ Revenue Holder or any other relevant party to carry out their respective covenants, agreements and obligations under this Agreement according to its terms.

6. This Agreement shall be governed and construed in accordance with the laws of the State of Texas (without regard to its conflicts of laws principles). Venue for any action hereunder or related hereto shall be in any state or federal court of competent jurisdiction in the State of Texas, and each party hereto irrevocably submits to the jurisdiction of such court.

7. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when executed and delivered, shall be effective for purposes of binding the parties hereto, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission (i.e., a “pdf” or “tif”), including email, shall be effective as delivery of a manually executed counterpart of this Agreement. Each party agrees, and acknowledges that it is such party’s intent, that if such party signs this Agreement using an electronic signature, it is signing, adopting, and accepting this agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Agreement in a usable format.

8. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law: (a) the other provisions of this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible; and (b) the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction. Further, if any provision of this Agreement governing any right or interest of the Issuer, the Trustee, the Initial Purchaser or any Certificate Owner is determined by any court to be in conflict with any provision of the Indenture, any such provision in this Agreement shall control.

9. Any notice required or permitted to be given by any party to any other party shall be deemed to have been given (a) if hand delivered or delivered by courier, when delivered to the appropriate notice address, (b) if mailed by first class mail, postage prepaid, six (6) days after deposit in the United States mail addressed to the appropriate notice address or (c) if delivered by electronic mail, when delivered to the appropriate electronic mail address and either (i) followed by mailed letter by first class mail, postage prepaid or (ii) receipt by the sender of confirmation of receipt from the recipient. Any electronic transmission received by any party after 4:00 p.m., central prevailing time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following day. Any notice required or

permitted hereunder shall be directed to the party at the respective address shown below or at such other address as one party shall hereafter furnish to the other in writing.

TIRZ Revenue Holder: 2M Holdings, LP
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234
Attention: []
Email: []

Issuer: Texas Combined TIRZ I, LLC
c/o Texas Real Estate Law
1800 Valley View Lane, Ste. 360
Farmers Branch, Texas 75234
Attention: Travis Boghetich
Email: travis@txreallaw.com

Initial Purchaser: Cedar Rapids Bank and Trust Company
500 1st Ave NE
Cedar Rapids, IA 52401
Attention: Jeffrey A. Hollingsworth
Email: jhollingsworth@crbt.com

Trustee: Computershare Trust Company, National Association
CTO Mail Operations
1505 Energy Park Drive
St. Paul, Minnesota 55108
Attention: Thomas Alderson
Email: Thomas.Alderson@computershare.com

The Issuer, the Trustee, the TIRZ Revenue Holder and the Initial Purchaser may, by notice given hereunder to each of the other such parties, designate any further or different addresses to which subsequent notices or other communications shall be sent. A duplicate copy of each notice or other communication given pursuant to the provisions hereof by the Issuer, the Trustee, the TIRZ Revenue Holder or the Initial Purchaser shall also be given contemporaneously to each other such party hereto.

10. The TIRZ Revenue Holder shall execute and deliver such further acknowledgments, agreements and instruments of assignment, transfer and assurance and do all such further acts and things as may be reasonably necessary or appropriate in the opinion of Issuer to give effect to the provisions hereof and to further confirm the rights, titles and interests hereby sold, assigned and transferred to the Issuer.

11. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating thereto. No other agreements will be effective to change, modify or terminate this Agreement in whole or in part unless such agreement is in writing and duly executed by each party hereto.

12. All rights, remedies and powers of each party hereunder are cumulative and shall be in addition to all rights, remedies and powers given hereunder, or in or by any other instrument or any other law now existing or hereafter enacted.

13. No party hereto may assign or delegate its rights or obligations hereunder without the prior written consent of each other party hereto, the Trustee, the Initial Purchaser or any Certificate Owner. This

Agreement is binding upon each of the parties hereto and inures to the benefit of, and is binding upon, the respective successors and permitted assigns of the parties hereto.

14. The respective representations, warranties, obligations, liabilities, duties and indemnities of each party contained in this Agreement shall survive the consummation of the Conveyance.

15. To the extent any of the Trustee, the Initial Purchaser or any Certificate Owner is determined not to be a direct beneficiary under this Agreement, it is the express and absolute intention of the TIRZ Revenue Holder and the Issuer that each and any such entity shall be a direct third party beneficiary in interest under this Agreement, entitled, but not obligated, to enforce directly each of the covenants and provisions of this Agreement.

16. The Initial Purchaser exclusively shall control and be entitled to exercise unilaterally any and all rights and remedies hereunder for and on behalf of itself and the Owners of all Certificates Outstanding (as defined in the Indenture) unless otherwise provided in an agreement in writing executed and delivered after the date hereof by the Initial Purchaser and the other Owners of all Certificates Outstanding.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW]

IN WITNESS whereof this Assignment and Sale Agreement has been entered into the date first above written.

TIRZ Revenue Holder:

2M Holdings, LP

a Delaware limited partnership

By: **2M Ventures, LLC,**

a Delaware limited liability company

Its: General Partner

By: _____

Name: Mehrdad Moayed

Its: Manager

ISSUER:

TEXAS COMBINED TIRZ I, LLC,
a Delaware limited liability company

By: **2M Holdings, LP,**
a Delaware limited partnership
Its: Sole Member

By: **2M Ventures, LLC,**
a Delaware limited liability company
Its: General Partner

By: _____
Name: Mehrdad Moayed
Its: Manager

(this page intentionally left blank)

APPENDIX C
THE DEVELOPMENT AGREEMENTS

(this page intentionally left blank)

TIRZ NO. 2 ECONOMIC DEVELOPMENT AGREEMENT

This TIRZ No. 2 Economic Development Agreement (the "Agreement") is entered into as of the 7th day of Dec., 2021 (the "Effective Date"), by and between the **CITY OF MARBLE FALLS**, Texas, a home-rule municipality situated in Burnet County, Texas (the "City"), **MM MARBLE FALLS 1070, LLC**, a Texas limited liability company (the "Developer"), and the **BOARD OF DIRECTORS** (the "Board") of Reinvestment Zone Number Two, City of Marble Falls, Texas (the "TIRZ") created pursuant to the provisions of Chapter 311, Texas Tax Code, as amended (the "Act").

RECITALS

WHEREAS, the City, the Developer, and the Board are sometimes collectively referenced in this Agreement as "Parties" or, each individually, as a "Party"; and

WHEREAS, the TIRZ was created pursuant to Ordinance No. 2020-O-09A, adopted by the City Council of the City (the "City Council") on September 15, 2020, pursuant to the Act; and

WHEREAS, on Dec. 7, 2021, pursuant to Ordinance No. 2021-O-128, the City Council approved a Final Project and Finance Plan for the TIRZ (the "Project and Financing Plan", attached hereto as Exhibit "B"); and

WHEREAS, on October 6, 2020, the City created the Thunder Rock Public Improvement District, pursuant to Chapter 372, Texas Local Government Code, as amended (the "District"), the boundaries of the District being described by metes and bounds and depicted on Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, the District is coterminous with the boundaries of the TIRZ and the City, subject to the approval of the City Council, will levy special assessments (the "Assessments") on properties within the District to pay for construction of the Authorized Improvements (as defined in the Service and Assessment Plan), all as set forth in that certain Thunder Rock Public Improvement District Service and Assessment Plan dated as of July 20, 2021, regarding the levy of Assessments (as amended and supplemented from time to time, the "Service and Assessment Plan"); and

WHEREAS, the City, subject to the approval of the City Council, intends to issue special assessment revenue bonds (the "PID Bonds") secured by a pledge of the Assessments, for the purpose of providing funds to construct the Authorized Improvements; and

WHEREAS, the Project and Financing Plan provides for the collection of fifty percent (50%) of the City's ad valorem tax increment attributable to the TIRZ, based on the City's tax rate each year and as authorized by law, for a period of forty-one (41) years, or until the amount of City ad valorem TIRZ increment placed into the TIRZ Fund (as defined in the Project and Financing Plan), including interest on the balance, totals One Hundred Twenty Four Million Dollars (\$124,000,000.00), whichever comes first; and

WHEREAS, the TIRZ Revenues are intended by the Board and the City to be dedicated to off-set or pay a portion of the Assessments levied for the costs of construction of the Authorized Improvements as set forth in the Service and Assessment Plan and the Project and Financing Plan

necessary for the development of the Property as a mixed use development (the “Development”); and

WHEREAS, the Authorized Improvements shall be owned and maintained by the City for the benefit of the Development and the TIRZ; and

WHEREAS, after the off-set of Assessments, the TIRZ Revenues are intended by the Board and the City to be dedicated to the payment of a Chapter 380 grant to the Developer as set forth in the Project and Financing Plan as consideration for the Developer’s undertaking of the Development; to reimburse Developer for actual costs of TIRZ projects as set forth in the Project and Financing Plan (the “TIRZ Projects”); and to reimburse the Developer for other projects and costs, including but not limited to reimbursing the Developer for deposits made in connection with the issuance of PID Bonds, which promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, Article III, Section 52-a of the Texas Constitution and Chapter 380 of Texas Local Government Code provide constitutional and statutory authority for establishing and administering the Program to provide grants or incentives of public money to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, Article III, Section 52-a of the Texas Constitution provides that the development and diversification of the economy of the state is a public purpose; and

WHEREAS, the City has found that providing a grant of funds to Developer in exchange for Developer’s undertaking of the Development will promote local economic development and stimulate business and commercial activity and create jobs within the City (the “Program”); and

WHEREAS, the City has previously adopted a Chapter 380 Policy on October 19, 2010 and this Agreement is consistent with the policy adopted by the City; and

WHEREAS, the City has determined that the Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program, as set out in the Project and Financing Plan, attached hereto, contain controls to ensure that the public purpose is accomplished; and

WHEREAS, the Parties have agreed for the Developer to undertake the Development as set forth in the Development Agreement, and the Development Agreement and documents related to the District and the TIRZ contain controls to ensure the public purpose is accomplished; and

WHEREAS, but for the Developer undertaking the Development, the TIRZ would not generate sufficient TIRZ increment to provide the grant to the Developer as set forth in the Project and Financing Plan; and

WHEREAS, pursuant to Section 311.010(h) of the Act, the Board may establish and provide for the administration of one or more programs, including the Program, for the public purposes of developing and diversifying the economy of the zone, eliminating unemployment and underemployment in the zone, and developing or expanding transportation, business, and commercial activity in the zone, including programs to make grants and loans from the tax increment fund of the zone in an aggregate amount not to exceed the amount of the tax increment

produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone, and the Board has all the powers of a municipality under Chapter 380, Texas Local Government Code; and

WHEREAS, the City and the Board intend for the TIRZ Revenues collected from the City ad valorem TIRZ increment to be: (i) transferred annually to the City and used to off-set or pay a portion of the Assessments levied within the District securing PID Bonds for each phase of Development for the Authorized Improvements in order to lower the amount of the Assessments on properties within the District in each year, except Assessments levied in Improvement Area #1 of the District for the Improvement Area #1 Projects and Assessments levied in the Major Improvement Area of the District for the Major Improvement Area Projects, which shall not receive such credit, and (ii) to provide an economic development grant to the Developer, not to exceed \$124,000,000.00, which amount includes interest on the balance, over the life of the Program, pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"), which grant proceeds will be paid annually for the remaining balance of the monies in the TIRZ Fund after application of the annual credit to offset a portion of the Assessments; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE I **THE DEVELOPMENT**

Section 1.01. Completion of the Authorized Improvements. The City agrees to the construction and completion of the Authorized Improvements by the Developer or caused by the Developer within the Development, which construction is authorized and provided for in that certain Thunder Rock Development Agreement by and between the Developer and the City, approved by the City Council on September 1, 2020 (the "Development Agreement").

Section 1.02. Issuance of the PID Bonds. The City, subject to the approval of the City Council, intends to proceed with the sale of the PID Bonds and to use a portion of the proceeds from the sale of the PID Bonds to pay for the costs of the Authorized Improvements as incurred by the Developer.

Section 1.03. Use of TIRZ Revenues. Obligation of the Board and the City to dedicate the TIRZ Revenues and commence payments of grant funds.

(a) The City and the Board agree to dedicate fifty percent (50%) of the City's ad valorem tax increment attributable to the TIRZ, based on the City's tax rate each year and as authorized by law, for a period of forty-one (41) years, or until the cumulative amount of City ad valorem TIRZ increment placed into the TIRZ Fund (as defined in the Project and Financing Plan) whether that amount remains in such Fund or has been allocated or dedicated as provided in the

following Section 1.03 (b), including interest on the balance, totals One Hundred Twenty Four Million Dollars (\$124,000,000.00), whichever comes first.

(b) The City and the Board agree to allocate or dedicate the TIRZ Revenues collected from the City ad valorem TIRZ increment to the City, and such TIRZ Revenues shall be used in the following order of priority:

(i) First, to pay administrative expenses of the TIRZ;

(ii) Second, up to the TIRZ Maximum Annual Credit Amount as outlined in the Service and Assessment Plan, to pay all or a portion of the Assessments levied within the District securing each series of PID Bonds for each phase of Development for the Authorized Improvements, except Assessments levied in Improvement Area #1 of the District for the Improvement Area #1 Projects and Assessments levied in the Major Improvement Area of the District for the Major Improvement Area Projects, which shall not receive such credit. The TIRZ Revenues shall be paid to or transferred to the City each year on or before May 1 and shall be applied to reduce the Assessments billed in that year. The application and allocation of the TIRZ Revenues to the properties within the District shall be made on an equitable basis as set forth in the Service and Assessment Plan; and

(iii) Third, to provide grants to the Developer in the form of a Chapter 380 grant each year in accordance with this Agreement and the Project and Financing Plan, attached hereto as Exhibit "B", to the extent that there is a sufficient remaining balance of monies in the TIRZ Fund after payment of administrative expenses, application of the annual credit to offset Assessments, and subject to the minimum balance requirement set out in subsection (d). Such grant shall be provided as (A) reimbursement for completed TIRZ Projects, including a completed segment, section, or portion of a TIRZ Project as set forth in the Project and Financing Plan and (B) reimbursement to the Developer for other projects and costs, including but not limited to the reimbursing the Developer for deposits made in connection with the issuance of PID Bonds, which serves the public purpose of economic development under the Program. The grant is authorized by Article III, Section 52-a of the Texas Constitution, Chapter 380, and by Section 311.010(h) of the Act. Provided however, that such grants shall not exceed \$124,000,000.00, including interest on the balance, during the term of this Agreement and shall be used for reimbursement of the Developer's costs expended as provided above, and provided such Developer's costs have not been otherwise reimbursed through the issuance of PID Bonds. Interest on the balance is to accrue at a rate of six percent (6%) annually beginning on the anniversary date of the sale of PID Bonds. To receive grants, Developer shall, prior to May 1 each year, submit a TIRZ reimbursement certificate to the City Representative (as defined below) in the form of Exhibit "C" attached hereto (the "TIRZ Reimbursement Certificate"), including documentation demonstrating compliance with the terms of this Agreement and the Project and Financing Plan. "City Representative" shall mean the current or acting City Manager of the City, or a person designated to act on behalf of that individual, including the TIRZ administrator of the City, if the designation is in writing and signed by the current or acting City Manager. The City Representative shall review each TIRZ Reimbursement Certificate within fifteen (15) business days of receipt thereof and upon approval payment shall be made to the Developer as specified in the TIRZ Reimbursement Certificate and this Agreement within such fifteen (15) business days period. If a TIRZ Reimbursement

Certificate is approved only in part, the City Representative shall specify the extent to which the TIRZ Reimbursement Certificate is approved and payment for such partially approved TIRZ Reimbursement Certificate shall be made to the Developer as specified in this Agreement, provided that funds are available in the TIRZ Fund. If the City Representative requires reasonable additional documentation, timely and reasonably disapproves or reasonably questions the correctness or authenticity of the TIRZ Reimbursement Certificate, the City Representative shall deliver a detailed Notice to the Developer, within ten (10) business days of receipt thereof, then payment with respect to disputed portion(s) of the TIRZ Reimbursement Certificate shall not be made until the Developer and the City Representative have jointly settled such dispute or additional information has been provided to the City Representative's reasonable satisfaction.

(c) Chapter 380 grant payments under item (iii) above to the Developer shall be contingent upon Developer's on-going compliance with the terms and conditions of the Development Agreement and 380 payments hereunder may be suspended during any period of non-compliance. If the total cost of a TIRZ Project (or segment, section, or portion thereof) exceeds the budgeted cost for such TIRZ Project (or segment, section, or portion thereof) (a "Cost Overrun"), the Developer and/or the constructing party, as applicable, shall be solely responsible for the remainder of the cost of such TIRZ Project (or segment, section, or portion thereof), except as provided herein. If, upon the completion of construction of a TIRZ Project (or segment, section, or portion thereof) and payment or reimbursement for such TIRZ Project, the total cost of a TIRZ Project (or segment, section, or portion thereof) is less than the budgeted cost for such TIRZ Project (or segment, section, or portion thereof) (a "Cost Underrun"), any remaining budgeted cost(s) may be available to pay Cost Overruns on any other TIRZ Project. Prior to completion of all of the TIRZ Projects (or segment, section, or portion thereof), any anticipated Cost Underruns for such TIRZ Project (or segment, section, or portion thereof) may be applied to any Cost Overruns on any other TIRZ.

(d) Notwithstanding anything contained in this Agreement, the TIRZ shall maintain a minimum balance of ten thousand dollars (\$10,000.00) in the TIRZ fund to pay unexpected administrative expenses.

ARTICLE II

MISCELLANEOUS PROVISIONS

Section 2.01. Term. This Agreement shall be in force and effect from the date of execution hereof until the expiration of the term of the TIRZ, which is the earlier of: (i) forty-one (41) years, or (ii) until the amount of City ad valorem TIRZ increment placed into the TIRZ Fund (as defined in the Project and Financing Plan), including interest on the balance, totals One Hundred Twenty Four Million Dollars (\$124,000,000.00), whichever comes first.

Section 2.02 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the

consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

Section 2.03 Successors and Assigns. All covenants and agreements contained by or on behalf of the TIRZ in this Agreement shall bind its successors and assigns and shall inure to the benefit of the Developer and its successors and assigns. This Agreement and the right to monies available in the TIRZ Fund, including the grant, set forth herein may be assigned, from time to time and in whole or in part, by the Developer to any person or entity and collaterally assigned to any lender. The assignment must be in writing. A copy of the assignment shall be given to the City within thirty (30) days after such assignment; however, City consent to the assignment is not required. Upon any such assignment and notice to the City, Developer shall not be released from performing the duties or obligations that are assigned and that arise after the effective date of the assignment or the date that the City receives notice of the assignment, whichever later occurs; further, the Developer is not released from any liabilities that arose prior to the effective date or date of notice to the City, whichever later occurs, unless the City and the Board agree. The Developer's rights under this Agreement are a personal obligation and do not constitute a covenant running with the land.

Section 2.04 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: Attn: City Manager
City of Marble Falls
800 3rd Street
Marble Falls, Texas 78654

With a copy to: Attn: Patty L. Akers
Messer Fort and McDonald, PLLC
13625 Pond Springs Rd., Suite 204
Austin, Texas 78729

To the Board: Attn: City Manager
City of Marble Falls
800 3rd Street
Marble Falls, Texas 78654

To the Developer: Attn: Mehrdad Moayed
MM Marble Falls 1070, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

With a copy to: Attn: J. Prabha Cinclair
 Miklos Cinclair, PLLC
 1800 Valley View Lane, Suite 360
 Farmers Branch, Texas 75234

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

Section 2.05 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

Section 2.06 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is necessary and required.

Section 2.07 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action of the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been and is duly authorized to do so. The Board represents and warrants that this Agreement has been approved by official action of the Board in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Board has been and is duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been and is duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

Section 2.08 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

Section 2.09 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Burnet County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Burnet County State District Court.

Section 2.10 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof,

and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except in writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 2.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 2.12 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and the Developer expressly amending the terms of this Agreement.

Section 2.13 Consideration. This Agreement is executed by the Parties without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

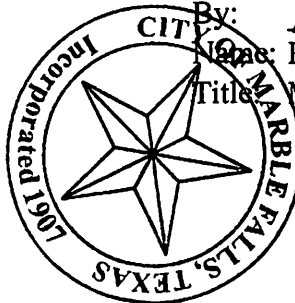
Section 2.14 Developer Indemnification. In the event of any litigation challenging the validity or enforceability of this Agreement, Developer agrees to indemnify the City or the TIRZ Board, as applicable, for its reasonable attorneys' fees and costs spent on defending the validity or enforceability of the Agreement. Developer shall reimburse the City or the TIRZ Board for any grant payments that are made by the City or the TIRZ Board to the Developer, if such payments are deemed by a court with jurisdiction to be illegal or a violation of state or federal law.

Section 2.15 Attorneys Fees. In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

[SIGNATURE PAGES FOLLOW]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF MARBLE FALLS, TEXAS



By: *Richard Westerman*
Name: Richard Westerman
Title: Mayor

ATTEST:

By: *Christina McDonald*
Name: Christina McDonald
Title: City Secretary

TIRZ NO. 2 BOARD:

**REINVESTMENT ZONE NUMBER TWO,
CITY OF MARBLE FALLS, TEXAS**

By: *Richard Westerman*
Name: Richard Westerman
Title: Chairman

ATTEST:

By: *Christina McDonald*
Name: Christina McDonald
Title: City Secretary

DEVELOPER:

MM Marble Falls 1070, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager


By: 
Name: Mehrdad Moayedi
Its: Manager

EXHIBIT “A”

Metes and Bounds Description and Depiction of the District

EXHIBIT “B”

PROJECT AND FINANCING PLAN TIRZ No. 2

EXHIBIT "C"

Form of TIRZ Reimbursement Certificate

The undersigned is a duly authorized representative for MM Marble Falls 1070, LLC, a Texas limited liability company (the "Developer") and requests payment from the Tax Increment Fund of Reinvestment Zone Number Two, City of Marble Falls, Texas ("TIRZ No. 2") from the board of directors of TIRZ No. 2 (the "TIRZ Board") and the City of Marble Falls, Texas (the "City") in the amount of \$ _____ for reimbursement of the costs of the TIRZ No. 2 projects (the "TIRZ Projects") and/or other costs or projects (the "Other Projects") which promote local economic development and stimulate business and commercial activity in the City.

In connection to the above referenced payment, the Developer represents and warrants to the TIRZ Board and the City as follows:

1. The undersigned is a duly authorized representative of the Developer, is qualified to execute this TIRZ Reimbursement Certificate on behalf of Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced TIRZ Project(s) and/or Other Projects has not been reimbursed from the Thunder Rock Public Improvement District or been the subject of any prior payment request submitted to the City, or if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the TIRZ Project(s) below is a true and accurate representation of the costs associated with construction of said TIRZ Projects, and such costs are in compliance with the TIRZ Project and Financing Plan.
4. The work with respect to the TIRZ Project(s) referenced below (or its completed segment) has been completed and the City representative(s) may begin inspection of the TIRZ Projects.
5. The Developer agrees to cooperate with the City representative(s) in conducting its review of the requested payment, and agrees to provide reasonable additional information and documentation as is reasonably necessary for the City representative(s) to complete said review. In no event shall the City require both an all-bills-paid affidavit and copies of cleared checks to be provided as supporting documentation. The City agrees that providing either an all-bills-paid affidavit or copies of cleared checks shall be sufficient.

Attached hereto, are invoices for cost incurred to be paid as TIRZ No. 2 revenues are available.

I hereby declare that the above representations and warranties are true and correct.

MM Marble Falls 1070, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

APPROVAL OF REQUEST BY CITY AND/OR TIRZ BOARD

The City Representative is in receipt of the attached TIRZ Reimbursement Certificate, acknowledges the TIRZ Reimbursement Certificate, and finds the TIRZ Reimbursement Certificate to be in order. After reviewing the TIRZ Reimbursement Certificate, the City, acting through its City Representative, approves the TIRZ Reimbursement Certificate.

CITY OF MARBLE FALLS, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

**REINVESTMENT ZONE NUMBER TWO,
CITY OF MARBLE FALLS, TEAS**

By: _____

Name: _____

Title: _____

Date: _____

TIRZ NO. 13 ECONOMIC DEVELOPMENT AGREEMENT

This TIRZ No. 13 Economic Development Agreement (the "Agreement") is entered into as of the 28th day of September, 2021 (the "Effective Date"), by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality situated in Collin and Denton Counties, Texas (the "City"), **MM CELINA 3200, LLC**, a Texas limited liability company (the "Developer"), and the **BOARD OF DIRECTORS** (the "Board") of Reinvestment Zone Number Thirteen, City of Celina, Texas (the "TIRZ") created pursuant to the provisions of Chapter 311, Texas Tax Code, as amended (the "Act").

RECITALS

WHEREAS, the City, the Developer, and the Board are sometimes collectively referenced in this Agreement as "Parties" or, each individually, as a "Party"; and

WHEREAS, the TIRZ was created pursuant to Ordinance No. 2021-74, adopted by the City Council of the City (the "City Council") on September 14, 2021, pursuant to the Act; and

WHEREAS, on October 13, 2021, pursuant to Ordinance No. ~~2021-82~~ ²⁰²¹⁻⁸², the City Council approved a Final Project and Finance Plan for the TIRZ (the "Project and Financing Plan"); and

WHEREAS, the boundaries of the TIRZ are described by metes and bounds and depicted on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"); and

WHEREAS, the Project and Financing Plan provides for the collection of \$0.10/\$100 of the City's collected ad valorem tax increment based on the City's tax rate in effect on the date of the establishment of the TIRZ (i) for a period of up to thirty-six (36) years, or (ii) until the aggregate amount of the City's TIRZ increment placed into the TIRZ Fund, including interest on any balance, totals \$106,494,281, whichever comes first; and

WHEREAS, the TIRZ Revenues are intended by the Board and the City to be dedicated to the payment of a Chapter 380 grant to the Developer as set forth in the Project and Finance Plan as consideration for the Developer's undertaking of a mixed use development for the Property (the "Development") as set forth in that certain Development, Settlement and Annexation Agreement between the City and Dynavest Joint Venture, a joint venture formed under the laws of the State of Texas with its principal place of business in Dallas, Texas, effective as of September 8, 2020, as amended by that certain First Amendment to Development, Settlement and Annexation Agreement between the City, the Developer, and North Parkway Municipal Management District No. 1 (the "MMD"), effective as of August 2, 2021, as amended by that certain Second Amendment to Development, Settlement and Annexation Agreement between the City, the Developer, and the MMD, and as may be amended from time to time (the "Development Agreement"); and

WHEREAS, Article III, Section 52-a of the Texas Constitution and Chapter 380 of Texas Local Government Code provide constitutional and statutory authority for establishing and administering the Program (hereinafter defined) to provide grants or incentives of public money to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, Article III, Section 52-a of the Texas Constitution provides that the development and diversification of the economy of the state is a public purpose; and

WHEREAS, the City has found that providing a grant of funds to Developer in exchange for Developer's undertaking of the Development will promote local economic development and stimulate business and commercial activity and create jobs within the City (the "Program"); and

WHEREAS, the City has determined that the Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program contain controls likely to ensure that public purpose is accomplished; and

WHEREAS, the Parties have agreed for the Developer to undertake the Development as set forth in the Development Agreement, and the Development Agreement and documents related to the TIRZ contain controls to ensure the public purpose is accomplished; and

WHEREAS, but for the Developer undertaking the Development, the TIRZ would not generate sufficient TIRZ increment to provide the grant to the Developer as set forth in the Project and Financing Plan; and

WHEREAS, pursuant to Section 311.010(h) of the Act, the Board may establish and provide for the administration of one or more programs, including the Program, for the public purposes of developing and diversifying the economy of the zone, eliminating unemployment and underemployment in the zone, and developing or expanding transportation, business, and commercial activity in the zone, including programs to make grants and loans from the tax increment fund of the zone in an aggregate amount not to exceed the amount of the tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone, and the Board has all the powers of a municipality under Chapter 380, Texas Local Government Code; and

WHEREAS, the City and the Board intend for the TIRZ Revenues collected from the City ad valorem TIRZ increment to provide an economic development grant to the Developer pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"), to be paid annually for the remaining balance of the monies in the TIRZ Fund after payment of TIRZ administrative expenses; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Project and Financing Plan.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE I **THE DEVELOPMENT**

Section 1.01. Completion of the Public Infrastructure. The City agrees to the construction and completion of the Public Infrastructure within the Development, which construction is authorized and provided for in the Development Agreement.

Section 1.02. Use of TIRZ Revenues. Obligation of the Board and the City to dedicate the TIRZ Revenues and commence payments of grant funds.

(a) The City and the Board agree to dedicate \$0.10/\$100 of the City's collected ad valorem tax increment based on the City's tax rate in effect on the date of the establishment of the TIRZ (i) for a period of up to thirty-six (36) years, or (ii) until the aggregate amount of the City's TIRZ increment placed into the TIRZ Fund, including interest on any balance, totals \$106,494,281, whichever comes first.

(b) The City and the Board agree to allocate or dedicate the TIRZ Revenues collected from the City ad valorem TIRZ increment to the City, and such TIRZ Revenues shall be used in the following order of priority:

(i) First, to pay administrative expenses of the TIRZ;

(ii) Second, to provide a grant to the Developer in the form of a Chapter 380 grant each year on or before May 1. Such grant shall be provided as set forth in the Project and Financing Plan as consideration for the undertaking of the Development, which serves the public purpose of economic development under the Program. The grant is authorized by Article III, Section 52-a of the Texas Constitution, Chapter 380, and by Section 311.010(h) of the Act.

(c) Chapter 380 grant payments under item (iii) above to the Developer shall be contingent upon Developer's on-going compliance with the terms and conditions of the Development Agreement and 380 payments hereunder may be suspended during any period of non-compliance.

ARTICLE II

MISCELLANEOUS PROVISIONS

Section 2.01. Term. This Agreement shall be in force and effect from the date of execution hereof until the expiration of the term of the TIRZ, which is the earlier of: (i) thirty-six (36) years, or (ii) until the aggregate amount of the City's TIRZ increment placed into the TIRZ Fund, including interest on any balance, totals \$106,494,281, whichever comes first.

Section 2.02 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

Section 2.03 Successors and Assigns. All covenants and agreements contained by or on behalf of the TIRZ in this Agreement shall bind its successors and assigns and shall inure to the benefit of the Developer and its successors and assigns. This Agreement and the right to monies available in the TIRZ Fund, including the grant, set forth herein may be assigned, from time to time and in whole or in part, by the Developer to any person or entity and collaterally assigned to any lender. The assignment must be in writing. A copy of the assignment shall be given to the City within thirty (30) days after such assignment; however, City consent to the assignment is not required. Upon any such assignment and notice to the City, Developer shall not be released from performing the duties or obligations that are assigned and that arise after the effective date of the assignment or the date that the City receives notice of the assignment, whichever later occurs; further, the Developer is not released from any liabilities that arose prior to the effective date or date of notice to the City, whichever later occurs, unless the City and the Board agree. The Developer's rights under this Agreement are a personal obligation and do not constitute a covenant running with the land.

Section 2.04 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	City of Celina, Texas Attn: City Manager 142 N. Ohio Celina, Texas 75009
With a Copy to:	Julie Fort Messer, Fort, & McDonald, PLLC 6371 Preston Rd. Suite 200 Frisco, Texas 75034
To the Developer:	Mehrdad Moayed MM CELINA 3200, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, TX 75234
With a Copy to:	J. Prabha Cinclair Miklos Cinclair, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, TX 75234

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

Section 2.05 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the

event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

Section 2.06 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is necessary and required.

Section 2.07 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action of the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been and is duly authorized to do so. The Board represents and warrants that this Agreement has been approved by official action of the Board in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Board has been and is duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been and is duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

Section 2.08 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

Section 2.09 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Collin County State District Court.

Section 2.10 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except in writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 2.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 2.12 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and the Developer expressly amending the terms of this Agreement.


Section 2.13 Consideration. This Agreement is executed by the Parties without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

Section 2.14 Developer Indemnification. In the event of any litigation challenging the validity or enforceability of this Agreement, Developer agrees to indemnify the City or the TIRZ Board, as applicable, for its reasonable attorneys' fees and costs spent on defending the validity or enforceability of the Agreement. Developer shall reimburse the City or the TIRZ Board for any grant payments that are made by the City or the TIRZ Board to the Developer, if such payments are deemed by a court with jurisdiction to be illegal or a violation of state or federal law.


[SIGNATURE PAGES FOLLOW]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF CELINA, TEXAS

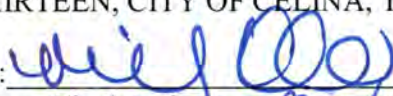
By: 
Name: Mindy Koehne
Title: Mayor Pro Tem

ATTEST:

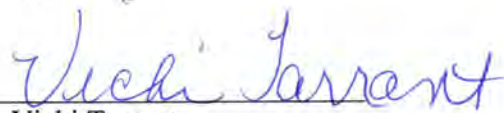
By: 
Name: Vicki Tarrant
Title: City Secretary

TIRZ NO. 13 BOARD:

REINVESTMENT ZONE NUMBER
THIRTEEN, CITY OF CELINA, TEXAS

By: 
Name: ~~Chad Anderson~~ Mindy Koehne
Title: Chairman

ATTEST:

By: 
Name: Vicki Tarrant
Title: City Secretary

DEVELOPER:

MM Celina 3200, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayedi
Its: Manager

EXHIBIT A

Metes and Bounds Description and Depiction of the TIRZ

Being a 3,132.302 acre tract of land situated in the John Davis Survey Abstract No. 254, the James Cumbia Survey Abstract No. 242, the Elias Alexander Survey Abstract No. 19, the Joab H. Biggs Survey Abstract No. 51, the Jeremiah Queen Survey, Abstract No. 733, the J.K. Worrall Survey Abstract No. 1036, the S.A. and M.G. RR Co. Survey, Abstract No. 876, the Phineas Newsom Survey, Abstract No. 665, the B.B.B. and C. RR Co. Survey Abstract No. 131, the Henry Cochran Survey Abstract No. 192, the Stillman B. Rice Survey Abstract No. 1054 and the J.F. Smiley Survey Abstract No. 869, being all of a called 161.910 acre tract of land described as Tract No. 2, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 125, Deed Records of Collin County, Texas, all of a called 1215.843 acre tract of land, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 110, said Deed Records, the remainder of a called 218.360 acre tract of land described as Tract No. 1, as conveyed to Dynavest Joint Ventures by deed of record in Volume 228, Page 125, said Deed Records, and the remainder of a called 579.400 acre tract of land described as Tract II, as conveyed in the deed to Dynavest Joint Ventures by deed of record in Volume 2288, Page 119, said Deed Records, and being more particularly described as follows:

BEGINNING at an iron pipe found for the southeast corner of said 161.910 acre tract, common to a salient corner in the west line of a called 66.862 acre tract of land described as Tract 1, as conveyed to Pilatus Investments, LLC, by deed of record in Instrument No.

20210325000596590, Official Public Records of Collin County, Texas, and in the northerly line of a called 174.64 acre tract of land described as Tract 5, as conveyed to Ownsby 1880 Farms, LTD, by deed of record in Volume 4332, Page 1047, Real Property Records of Collin County, Texas;

THENCE S88°58'02"W, with the southerly line of said 161.910 acre tract and the northerly line of said 174.64 acre tract, a distance of 3875.51 feet to an iron rod with a cap found for the Southwest corner of said 161.910 acre tract, common to the northwest corner of said 174.64 acre tract and in an easterly line of said 1215.843 acre tract;

THENCE S01°04'44"E, with the easterly line of said 1215.843 acre tract and the westerly line of said 174.64 acre tract, a distance of 63.89 feet to an iron rod with a cap found for the most southerly southeast corner of said 1215.843 acre tract;

THENCE N73°55'39"W, with a southerly line of said 1215.843 acre tract, passing the southwest corner of said 1215.843 acre tract, common to the southeast corner of southeast corner of said 218.360 acre tract, continuing on said course with the southerly line of said 218.360 acre tract a total distance of 1830.27 feet to an iron rod with a cap found for a salient corner in the southerly line of said 218.360 acre tract and in the northeasterly right-of-way line of F.M. Highway 455;

THENCE with the southerly line of said 218.360 acre tract and the northeasterly right-of-way line of said F.M. Highway 455, the following Three (3) courses:

1. N16°00'52"E, a distance of 40.00 feet to an iron rod with a cap found for corner;
2. N74°36'15"W, a distance of 192.09 feet to a point for corner;
3. N51°44'59"W, passing at a distance of 8.26 feet an iron rod with a cap found, continuing on said course, a total distance of 626.29 feet to 5/8-inch iron rod with a cap stamped "Landpoint" set (hereinafter referred to as capped iron rod set) at the southeast corner of a tract of land described as Parcel 1, as conveyed to State of Texas by deed of record in Instrument No. 2005-0062934, said Official Public Records;

THENCE continuing with the northeasterly right-of-way line of said F.M. Highway 455 and the northeasterly line of said Parcel 1, the following Three (3) courses:

1. N38°19'50"E, a distance of 10.12 feet to a capped iron rod set for corner;
2. N47°51'38"W, a distance of 256.41 feet to a capped iron rod set for at the beginning of non-tangential curve the left;
3. Along said non-tangential curve to the left having a radius of 1,130.00 feet, an arc length of 222.00 feet, a delta angle of 11°15'23", a chord bearing of N61°45'58"W, and a distance of 221.64 feet to a 1/2-inch iron rod found at a 6-inch wood right-of-way monument for the point of tangency;

THENCE S17°13'41"W, leaving the said northeasterly right-of-way line of said F.M. Highway 455 and the northeasterly line of said Parcel 1, a distance of 267.36 feet to a point for corner;

THENCE S40°37'27"W, a distance of 414.21 feet to a point for corner;

THENCE S50°02'12"E, a distance of 174.16 feet to a point for corner;

THENCE S04°21'15"E, a distance of 103.17 feet to a point for corner;

THENCE S53°17'03"W, a distance of 256.14 feet to a point for corner;

THENCE S51°53'58"W, a distance of 107.37 feet to a point for corner;

THENCE S21°48'09"W, a distance of 97.62 feet to a point for corner;

THENCE S06°43'01"W, a distance of 48.67 feet to a point for corner;

THENCE S39°44'41"W, a distance of 87.61 feet to a point for corner;

THENCE S27°53'00"W, a distance of 337.61 feet to a point for corner;

THENCE S62°34'37"E, a distance of 122.61 feet to a point for corner;

THENCE S00°30'19"W, a distance of 1063.09 feet to a point for corner;

THENCE N86°48'50"E, a distance of 1289.24 feet to a point for corner;

THENCE S89°27'53"W, a distance of 116.62 feet to a point for corner;
THENCE S00°17'11"E, a distance of 1724.68 feet to a point for corner;
THENCE S00°56'38"E, a distance of 2951.35 feet to a point for corner;
THENCE N88°16'05"E, a distance of 1147.55 feet to a point for corner;
THENCE S01°29'07"E, a distance of 1961.95 feet to a point for corner;

THENCE S89°45'01"W, a distance of 5375.00 feet to a point for the Southwest corner of said tract herein described;

THENCE N00°25'04"E, a distance of 32.89 feet to a point for the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 684.70 feet, a central angle of 07°05'39", a radius of 5530.00 feet and a chord that bears N03°56'53"E, a distance of 684.26 feet to a point at the end of said curve;

THENCE N07°29'26"E, a distance of 911.82 feet to a point for the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 725.80 feet, a central angle of 07°00'46", a radius of 5929.99 feet and a chord that bears N03°58'30"E, a distance of 725.35 feet to a point at the end of said curve;

THENCE N00°24'17"E, a distance of 7981.16 feet to a point for the corner;

THENCE N00°26'50"E, continuing with the easterly right-of-way line of said North Texas Tollway Authority County Road Parcel 42-9 NBSR-1, a distance of 6,459.92 feet to a capped iron rod set for the northeast corner of said Parcel 42-9 NBSR-1 in a northerly line of said 579.400 acre tract and in the southerly line of a called 100 acre tract of land as conveyed to Marvin L. Bunch or Linda K. Rodgers, Trustee of the Bunch Living Trust, by deed of record in Volume 5843, Page 1120, said Deed Records;

THENCE N00°25'53"E, continuing with the said easterly right-of-way line, a distance of 311.13 feet to a point for the corner;

THENCE S89°30'00" East, with the northerly line of said 579.400 acre tract and the southerly line of said 100 acre tract, a distance of 1826.10 feet to a point for the corner;

THENCE N00°18'32"E, crossing a remainder of a called 100 acre tract of land conveyed to Marvin L. Bunch or Linda K. Rodgers, Trustee of The Bunch Living Trust, recorded in Volume 5843, Page 1120, Official Public Records of Collin County, Texas, a distance of 1480.32 feet to a point for the corner;

THENCE S89°50'48"W, along the South line of a called 100.474 acre tract of land, conveyed to Dynavest Joint Venture, recorded in Volume 2288, Page 119, Official Public Records of Collin County, Texas, a distance of 1822.62 feet to a point for the corner;

THENCE N00°26'50"E, along the West line of said 100.474 acre tract of land, a distance of 1213.34 feet to a point for the corner;

THENCE S89°47'54"E, along the North line of said 100.474 acre tract of land, a distance of 3411.58 feet to a point for the corner;

THENCE S00°41'47"E, along the East line of said 100.474 acre tract of land, a distance of 1192.20 feet to a point for the corner;

THENCE S89°50'48"W, along the said South line of said 100.474 acre tract of land, a distance of 1592.91 feet to a point for the corner;

THENCE S00°18'38"W, leaving the said 100.474 acre tract of land and crossing through said 100 acre tract of land conveyed to Marvin L. Bunch or Linda K. Rodgers, Trustee of The Bunch Living Trust, a distance of 1480.55 feet to a point for the corner;

THENCE S89°30'00" East, with the northerly line of said 579.400 acre tract and the southerly line of said 100 acre tract, a distance of 630.52 feet to an iron rod with a cap found for corner;

THENCE N00°46'50"E, with a westerly line of said 579.400 acre tract and an easterly line of said 100 acre tract, a distance of 1,013.39 feet to an iron rod with a cap found for corner;

THENCE N89°53'37"E, with a northerly line of said 579.400 acre tract and a southerly line of said 100 acre tract, passing the southeast corner of said 100 acre tract, continuing on said course, a total distance of 1,884.13 feet to a 1/2-inch iron rod found for the northeast corner of said 579.400 acre tract, common to the northwest corner of said 1215.843 acre tract;

THENCE with the northerly line of said 1215.843 acre tract, the following Twelve (12) courses:

1. N89°01'13"E, a distance of 307.00 feet to a capped iron rod set;
2. N42°11'13"E, a distance of 694.59 feet to a capped iron rod set;
3. N48°56'13"E, a distance of 413.26 feet to 1/2-inch iron rod found;
4. N10°35'01"E, a distance of 275.42 feet to a capped iron rod set;
5. N74°49'01"E, a distance of 212.62 feet to a capped iron rod set;
6. N65°47'01"E, a distance of 282.00 feet to a 1/2-inch iron rod found;
7. N27°33'05" East, a distance of 1,073.55 feet to a capped iron rod set;
8. S87°13'55" East, a distance of 263.52 feet to a capped iron rod set;
9. S89°13'55" East, a distance of 127.00 feet to a capped iron rod set;
10. N89°38'05" East, a distance of 560.00 feet to a capped iron rod set;

11. N88°26'05" East, a distance of 917.00 feet to a capped iron rod set;
12. S86°02'55" East, a distance of 411.00 feet to nail found in County Road 58 for the northeast corner of said 1215.843 acre tract in the westerly line of a called 704.855 acre tract of land described as Tract 4, as conveyed to Rasor Family Ranch, LP, by deed of record recorded in Instrument No. 20071231001718360, said Official Public Records;

THENCE with the common lines of said 1215.843 acre tract and said 704.855 acre tract, the following Three (3) courses:

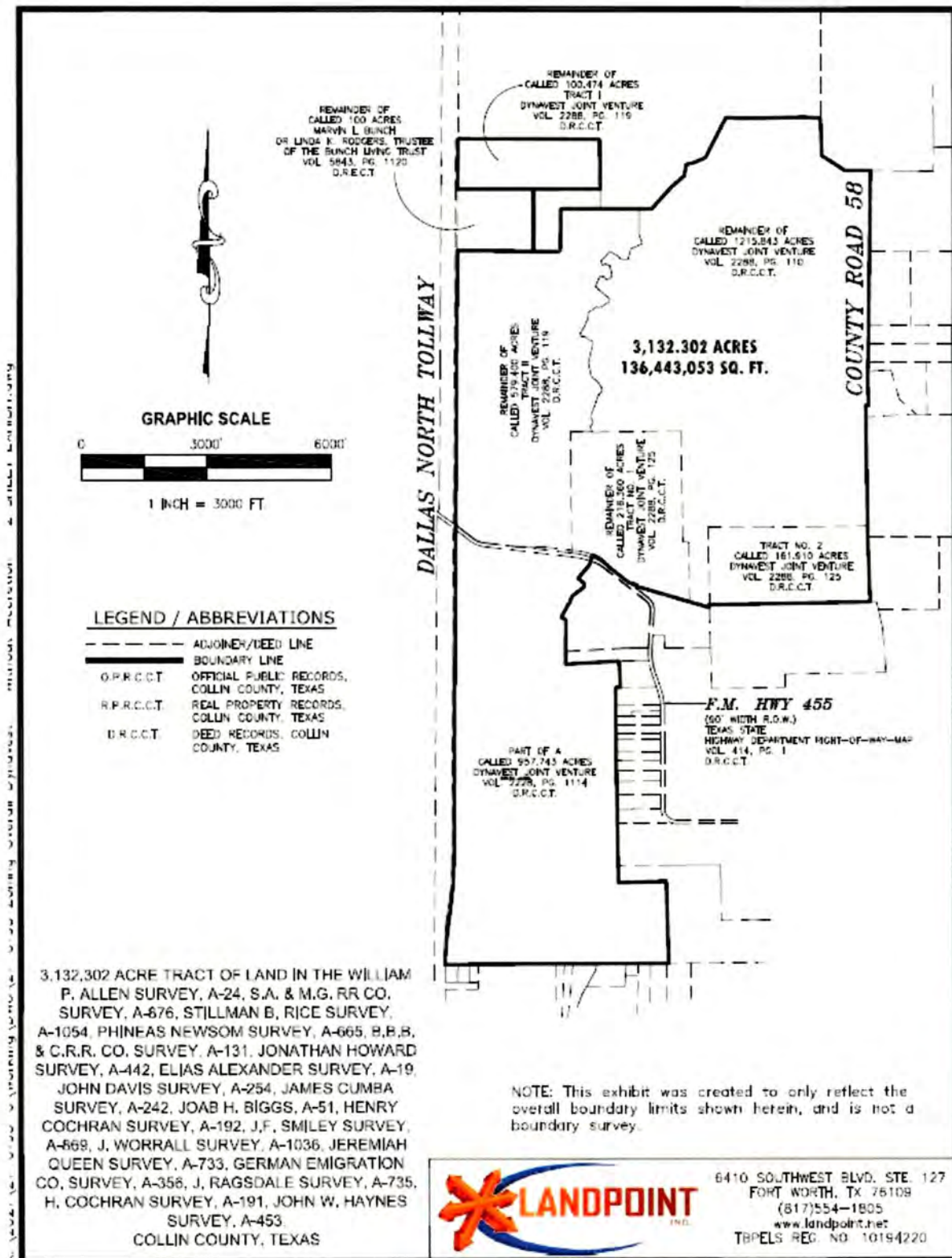
1. S01°39'02"E, in said County Road 58, a distance of 886.80 feet to an iron rod with a cap found for corner;
2. S56°53'31"E, continuing in said County Road 58, a distance of 657.24 feet to an iron rod with a cap found for corner;
3. S89°45'11"E, a distance of 627.65 feet to a 1/2-inch iron rod found for the eastern most northeast corner of said 1215.843 acre tract, common to the northwest corner of a called 115.412 acre tract of land described as Tract I, as conveyed to John Gough Rasor and Carl Cleveland Rasor, by deed of record in Volume 4337, Page 762, said Real Property Records;

THENCE with the easterly line of said 1215.843 acre tract, the following Eight (8) courses:

1. S01°19'43"W, a distance of 529.15 feet to a nail found in said County Road 58;
2. S00°48'42"W, continuing in said County Road 58 with the westerly lines of said 115.412 acre tract and a called 41.202 acre tract of land, as conveyed to Dallas Celina Land Partners LLC, by deed of record in Instrument No. 20080516000595410, said Official Public Records, passing at a distance of 3181.45 feet a 1/2-inch iron rod found for the southwest corner of said 41.202 acre tract, common to the northwest corner of a called 20.000 acre tract of land, as conveyed to Dani Home LLC, by deed of record in Instrument No. 20200116000071410, said Official Public Records, continuing on said course with the westerly line of said 20.000 acre tract, passing at a distance of 3614.89 feet a 1/2-inch iron rod found for the southwest corner of said 20.000 acre tract, common to the northwest corner of a called 20.707 acre tract of land, as conveyed to Shah Safi and Lailuma Safi, husband and wife, and Hodayun Saif, by deed of record in Instrument No. 20100803000797400, said Official Public Records, continuing on said course with the westerly line of said 20.707 acre tract, a total distance of 3,775.00 feet to a nail set;
3. S01°03'35"W, continuing in said County Road 58, with the westerly line of said 20.707 acre tract, passing a 1/2-inch iron rod found at a distance of 282.20 feet for the southwest corner of said 20.707 acre tract, common to the northwest corner of a called 22.57 acre tract of land, as conveyed to Molly Ann Huie, by deed of record in Instrument No. 20110531000556580, said Official Public Records, continuing on said course with the westerly line of said 22.57 acre tract, continuing on course with the westerly line of said 22.57 acre tract, a total distance of 500.00 feet to a capped iron rod set on the south side of said County Road 58 for the western-most southwest corner of said 22.57 acre tract, common to the northwest corner of a called 19.274 acre tract of

land, as conveyed to Ramon L. Carvajal, by deed of record in Volume 3484, Page 240, said Deed Records;

4. S00°49'35"W, with the 19.274 acre tract, a distance of 271.50 feet to a capped iron rod set;
5. S01°34'34"E, continuing with the westerly line of said 19.274 acre tract, a distance of 559.27 feet to an iron with a cap found for a salient corner in the easterly line of said 1215.843 acre tract, common to a re-entrant corner of said 19.274 acre tract;
6. N89°47'43"W, continuing with the westerly line of said 19.274 acre tract, a distance of 66.05 feet to an iron rod with a cap found for a re-entrant corner of said 1215.843 acre tract, common to a salient corner of said 19.274 acre tract;
7. S00°46'36"E, continuing with the westerly line of said 19.274 acre tract, at a distance of 271.42 feet passing an iron pipe found for the southwest corner of said 19.274 acre tract, common to the northwest corner of a called 155.26 acre tract of land described as Exhibit A-B, as conveyed to LMR Holdings, LTD, by deed of record in Instrument No. 20090213000158800, said Official Public Records, continuing on said course with the westerly line of said 155.26 acre tract, a total distance of 3,152.31 feet to a 1/2-inch iron rod found for the southwest corner of said 155.26 acre tract, common to the northwest corner of said 66.862 acre tract;
8. S02°06'34"E, with the westerly line of said 66.862 acre tract, a distance of 1,548.60 feet to the POINT OF BEGINNING and containing 3,132.302 acres of land.



CREEKVIEW TIRZ NO. 2 ECONOMIC DEVELOPMENT AGREEMENT

This Creekview TIRZ No. 2 Economic Development Agreement (the "Agreement") is entered into as of the 1st day of September, 2022 (the "Effective Date"), by and between the **CITY OF PILOT POINT**, Texas, a home-rule municipality situated in Denton County, Texas (the "City"), and **MM CREEKVIEW 1027, LLC**, a Texas limited liability company (collectively, the "Developer").

RECITALS

WHEREAS, the City and the Developer, are sometimes collectively referenced in this Agreement as "Parties" or, each individually, as a "Party"; and

WHEREAS, the Reinvestment Zone Number Two, City of Pilot Point, Texas (the "TIRZ") was created pursuant to Ordinance No.484-14-2022 , adopted by the City Council of the City (the "City Council") on April 14, 2022 pursuant to the Act; and

WHEREAS, the property to be developed is described by metes and bounds and depicted on Exhibit A attached hereto and made a part hereof for all purposes (the "Property"); and

WHEREAS, the TIRZ boundaries include: (i) the Property incorporated into the Creekview Development Agreement, approved by the City Council of the City on February 10, 2022 (the "Development Agreement"), and. (ii) the Property incorporated into the Mobberly Development Agreement, approved by the City Council of the City on January 27, 2022; and

WHEREAS, on-February 10, 2022, pursuant to Ordinance No. 472-14-2022, 473-14-2022, and 474-14-2022 the City Council approved a Final Project and Finance Plan for the TIRZ (the "Final Plan", attached hereto as Exhibit B); and

WHEREAS, the Final Plan provides for the collection of sixty nine and six tenths percent (69.6%) of the City's ad valorem tax increment attributable to the TIRZ, based on the City's tax rate each year and as authorized by law, for a period of thirty-six (36) years (the "City Tax Increment"); and

WHEREAS, in accordance with the Final Plan and Section 8.1 of the Development Agreement, the 55% of the TIRZ Increment produce from the Property, collected from the City's tax rate in each year and placed on deposit in the TIRZ fund may be granted to the Developer in the form of a Chapter 380 Grant(s) in accordance Final Plan; and

WHEREAS, in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380"), the City recognizes the positive impact that the Development will bring to the City, and that the Development will promote state and local economic development; stimulate business and commercial activity in the municipality; promote the development and diversification of the economy of the state; promote development and expansion of commerce in the state; and promote the elimination of unemployment or underemployment in the state. The provisions of this Agreement ensure that a public purpose is satisfied, and that the City receives a benefit in return; and

WHEREAS, the Developer desires to improve and develop the Property in the manner agreed to with the City as a residential development consisting of residential uses, including significant investment in both public and private infrastructure to support the Development; and

WHEREAS, the City recognizes the positive economic impact that development of the Property will have through the production of new jobs, the stimulation of commercial activity, and the additional ad valorem and sales and use tax revenue generated by the development of the Property; and

WHEREAS, the City hereby establishes this Agreement as a program in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380") under which the City has the authority to make grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City. To ensure that the benefits the City provides under this Agreement in the form of grants pursuant to Chapter 380 are consistent with Article III, Section 52-a of the Texas Constitution and Chapter 380, the Developer has agreed that certain performance standards must be satisfied as a condition to receiving the grant described in this Agreement, and as a result, the incentives will serve a legitimate public purpose and provide a clear public benefit in return; and

WHEREAS, in consideration of the Developer's agreements to develop the Property in the manner agreed to with the City, including annexation of the Property into the city limits as desired by the County and construction of the necessary roads, water, sewer, drainage, parks, trails and open space for approximately 2,500 homes that are expected to add more than \$919,000,000 to the City's tax base, the City created the TIRZ, and to adopt, approve, and execute the TIRZ Documents to dedicate fifty-five percent (55%) of the City's collected *ad valorem* tax increment collected each year to: (i) first, to pay the Administrative Expenses for the TIRZ, and (ii) second, to pay to the Developer, in the form of economic development grants pursuant to Chapter 380 (as defined below) (the "Chapter 380 Grants"), the total of \$135,869,385.00 (the "Maximum Grant"), or for a period of up to thirty-six (36) years, whichever comes first, to the Developer; and

WHEREAS, the City Council of the City (the "City Council") has determined that entering this Agreement is in the best interest of the City, and expects the Chapter 380 Grants to result in a benefit to the community with increased jobs and tax revenue; and

WHEREAS, the City Council has found that the Chapter 380 Grants are for the public purposes of (a) developing and diversifying the economy of the state; (b) eliminating unemployment and underemployment in the state; (c) developing or expanding commerce in the state; and (d) promoting economic development within the state. The provisions of this Agreement ensure that a public purpose is satisfied and that the City receives a benefit in return; and

WHEREAS, the Parties have agreed for the Developer to undertake the development of the Property as set forth in the Development Agreement, and the Development Agreement and documents related to the Property and the TIRZ contain controls to ensure the public purpose is accomplished; and

WHEREAS, but for the Developer undertaking the development of the Property, the TIRZ would not generate sufficient TIRZ increment to provide the grant to the Developer as set forth in the Final Plan; and

WHEREAS, pursuant to Section 311.010(h) of the Act, the TIRZ may establish and provide for the administration of one or more programs, including the Program, for the public purposes of developing and diversifying the economy of the zone, eliminating unemployment and underemployment in the zone, and developing or expanding transportation, business, and commercial activity in the zone, including programs to make grants and loans from the tax increment fund of the zone in an aggregate amount not to exceed the amount of the tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone, and the TIRZ has all the powers of a municipality under Chapter 380; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Final Plan.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE I **THE DEVELOPMENT**

The Developer plans to develop the Property as a residential development consisting of residential uses on 1027.38 acres of land. The Property will be annexed into the City limits, and the development of the Property with single family homes and amenities will be in accordance with agreed upon standards by the Parties as set forth in that Development Agreement.

ARTICLE II **CHAPTER 380 GRANTS**

Section 2.01. **TIRZ Fund**. In accordance with the Final Plan, the City's 55% of collected revenue from its tax increment obtained from the Property shall be placed into a subaccount of the TIRZ Fund ("**Creekview 380 Grant Fund**"), a separate fund that has been created by the City. Amounts in the TIRZ Fund and subaccounts, including the Creekview 380 Grant Fund, shall not be comingled with other funds, and the TIRZ shall have its own TIRZ Fund separate and apart from all other City tax increment reinvestment zone funds and subaccounts.

Section 2.02 **TIRZ Fund Allocation and Payment**. The monies within the Creekview 380 Grant Fund shall be allocated or dedicated for the following purposes:

- (i) First, to pay pro-rata administrative expenses of the TIRZ; and
- (ii) Second, upon completion of all Developer Obligations (defined below), to pay the Chapter 380 Grant to the Developer on an annual basis, in accordance with the Final Plan, until 36 years has passed, or until the Maximum Grant is paid to Developer, unless such payments are not due and owed to Developer in accordance with the provisions of Section 2.04 and Article III hereof.

Section 2.03 Developer Obligations. In order to be eligible to receive the Chapter 380 Grant, the Developer shall perform the following Developer obligations (the "Developer Obligations"):

- (i) After the Development Agreement approval by the City Council, voluntarily annex all or a portion of the Property, as requested by the City, into the City limits according to provisions of the Development Agreement;
- (ii) Construct, per the terms of the Development Agreement, water, sewer and roadway infrastructure, on a phase-by-phase basis, to support the phase-by-phase development of approximately 2,500 lots. For clarity, the annual Chapter 380 Grant payments will commence and continue with the construction of the first phase of the project; and
- (iii) File a written request to the City, substantially in the form attached as Exhibit C (the "Request for Payment"). At a minimum, the Request for Payment shall include (i) the amount requested for payment from the TIRZ Fund as determined by the TIRZ administrator, (ii) the payees, and (iii) the wiring information for such payees.

Section 2.04 City Payment Obligations. The City shall make the Chapter 380 Grant payments to Developer not later than 30 days after the Request for Payment with acceptable documentation is received by the City. Notwithstanding the foregoing:

- (i) if Developer fails to provide a Request for Payment on or after April 1st of any calendar year, the City will be afforded thirty (30) days from the date of the Request for Payment is received by the City to pay the Grant payment;
- (ii) if Developer fails to request a grant payment before December 31st of any calendar year, the City will hold in escrow that year's payment and such amount may be requested, pursuant to a Request for Payment, in any of the following years during the term of this Agreement;
- (iii) if at the end of the term of this Agreement, any escrowed Chapter 380 grant payments for which the City has not received a Request for Payment (excluding the final payment) shall be deemed to be forfeited and will be returned to the City;
- (iv) at the end of the term of this Agreement, for the final Chapter 380 grant payment, if no Request for Payment is received, such funds will be held in escrow for six (6) months after the April 1st deadline, after which period that escrowed portion of the Chapter 380 Grant will be returned to the City.

ARTICLE III **DEFAULT**

For purposes of this Article III, if the Developer fails to comply with any of its obligations set forth in this Agreement or the Development Agreement, and if the Developer fails to cure such default within the applicable cure period provided in this Agreement or the Development Agreement, as applicable, the City shall notify the Developer of such default. The Developer shall be given a reasonable timeframe to remedy the default, to be not less than thirty (30) days, except in the event public safety is at risk. If such default is not remedied within the specified timeframe, the City, until such default is remedied, shall only be obligated to pay the portion of the Chapter 380 Grant that has been performed by the Developer up to and including the date of default. Upon the remedy of any default, the Developer shall be entitled to continue to receive the Chapter 380 Grants up to the Maximum Grant. Notwithstanding the foregoing, the City shall have no obligation to provide notice of default for Developer's failure to make a Request for Payment as set forth in Section 2.03(iii).

ARTICLE IV **MISCELLANEOUS PROVISIONS**

Section 2.01. Term. This Agreement shall be in force for thirty-six (36) years, or until the Maximum Grant is paid in full, whichever event occurs first, in accordance with the Final Plan.

Section 2.02 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

Section 2.03 Successors and Assigns. All covenants and agreements contained in this Agreement shall bind its successors and assigns and shall inure to the benefit of the Developer and its successors and assigns. This Agreement and the right to monies available in the TIRZ Fund, including the Chapter 380 Grants, set forth herein may be assigned, from time to time and in whole or in part, by the Developer to any person or entity and collaterally assigned to any lender. The assignment must be in writing. A copy of the assignment shall be given to the City within thirty (30) days after such assignment; however, City consent to the assignment is not required. Upon any such assignment and notice to the City, Developer shall not be released from performing the duties or obligations that are assigned and that arise after the effective date of the assignment or the date that the City receives notice of the assignment, whichever later occurs; further, the Developer is not released from any liabilities that arose prior to the effective date or date of notice to the City, whichever later occurs, unless the City and the Board agree. The Developer's rights under this Agreement are a personal obligation and do not constitute a covenant running with the land. Notwithstanding the foregoing, no assignment shall be effective until notice of the assignment with an executed assignment agreement is given to the City. The City may rely on assignment agreement received from the Developer without obligation to investigate or confirm the validity of the assignment. The Developer waives all rights or claims against the City for any funds paid to a third party as a result of an assignment for which the City received notice.

Section 2.04 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: Attn: Britt M. Lusk, City Manager
City of Pilot Point
102 E. Main Street
Pilot Point, Texas 76258

With a copy to: Attn: Brenda McDonald, City Attorney
Messer, Fort & McDonald
6371 Preston Road, STE 200
Frisco, Texas 75034

To the Developer: Attn: Trevor Kollinger
MM Creekview1027, LLC
1800 Valley View Lane, Suite 300
Farmers Branch Texas 75234

With a copy to: Attn: Robert Miklos
Miklos Cinclair, PLLC
1755 Wittington Place
Suite 305
Farmers Branch, Texas 75234
Robert@m-legal.com

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

Section 2.05 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

Section 2.06 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is necessary and required.

Section 2.07 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action of the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been and is duly authorized to do so. The Board represents and warrants that this Agreement has been approved by official action of the Board in accordance with all applicable public notice

requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Board has been and is duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been and is duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

Section 2.08 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

Section 2.09 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Denton County State District Court.

Section 2.10 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except in writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 2.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 2.12 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City, the Board, and the Developer expressly amending the terms of this Agreement.

Section 2.13 Consideration. This Agreement is executed by the Parties without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

Section 2.14 Developer Indemnification. In the event of any litigation challenging the validity or enforceability of this Agreement, Developer agrees to indemnify the City or the Board, as applicable, for its reasonable attorneys' fees and costs spent on defending the validity or enforceability of the Agreement. Developer shall reimburse the City or the Board for any Chapter 380 Grant payments that are made by the City or the Board to the Developer, if such payments are deemed by a court with jurisdiction to be illegal or a violation of state or federal law.

Section 2.15 Anti-Boycott Verification.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is construed to be a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, but only to the extent such section is applicable, and to the extent such section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 2.16 Iran, Sudan and Foreign Terrorist Organizations

The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 2.17 Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 2.18 Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for goods or services for which a

written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "SB 19"), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[SIGNATURE PAGES FOLLOW]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF PILOT POINT, TEXAS

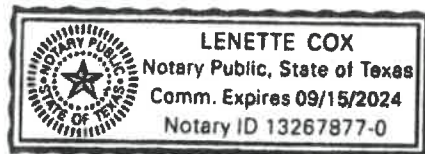
By: Chad Major
Name: Chad Major
Title: Mayor Pro Tem

ATTEST:

By: Lenette Cox
Name: Lenette Cox
Title: City Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 22nd day of SEPTEMBER, 2022, Chad Major, the Mayor Pro Tem of the City of Pilot Point, Texas, a Texas municipal corporation, of behalf of said municipal corporation.



Lenette Cox
Notary Public, State of Texas

DEVELOPER:

MM Creekview 1027, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company,

By: 2M Ventures, LLC,
A Delaware limited liability company,
Its Manager

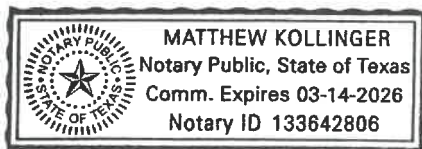
By: [Signature]
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §

§

COUNTY OF Dallas §

This instrument was acknowledged before me on the 15 day of September, 2022, by Mehrdad Moayed, Manager of 2M Ventures LLC, as Manager of MMM Ventures LLC, as Manager of MM Creekview 1027, LLC, a Texas limited liability company of behalf of said company.



[Signature]
Notary Public, State of Texas

EXHIBIT "A"

Metes and Bounds Description and Depiction of the Creekview Property

1027.38 ACRES

SITUATED in Denton County, Texas, in the M.E.P. & P.R.R. Survey, Abstract No. 926, R. Cowan Survey, Abstract No. 211, A. McPherson Survey, Abstract No. 1481, T. & P.R.R. Survey, Abstract No. 1299-A, L. Robinson Survey, Abstract No. 1488, A. E. Norwood Survey, Abstract No. 969, J. Melroy Survey, Abstract No. 895, being a survey of the 693.6925 acre tract described in a deed from Winst, Inc. to Shiney Hiney Partners I, dated December 31, 1992, recorded in volume 3435, page 478 and a survey of the 333.47 acre tract described in a deed from Winst, Inc. to Shiney Hiney Partners II, dated December 31, 1992, recorded in volume 3435, page 483, both deeds of the Denton County deed records, being described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron pin found at the northeast corner of said 333.47 acre tract and the inside corner of the 128.678 acre tract recorded in volume 3369, page 700;

THENCE South 00°21'52" West, with the east line of said 333.47 acre tract, coming to Smiley Road at approximately 335 feet and continuing with said Smiley Road (rock road), passing a 1/2-inch iron pin found at 2238.68 feet at the southwest corner of the 9.7184 acre tract recorded as clerk's file no. 2010-95523 and the west-northwest corner of the 10.1203 acre tract recorded as clerk's file no. 2010-95523, continuing with the west line of said 10.1203 acre tract, passing a 1/2-inch iron pin found at 2258.70 feet at the southwest corner of said 10.1203 acre tract and the west-northwest corner of the 10.587 acre tract recorded as clerk's file no. 2004-110047, continuing with the west line of said 10.587 acre tract and passing a 1/2-inch iron pin found at 2278.74 feet at the southwest corner of said 10.587 acre tract, continuing in all, 3702.96 feet to a 1/2-inch iron pin found at the southeast corner of said 333.47 acre tract and the east-northeast corner of said 693.6925 acre tract;

THENCE South 00°01'05" East, with the east line of said 693.6925 acre tract and with said Smiley Road, 1826.58 feet to a 1/2-inch iron pin set at the east-southeast corner of said 693.6925 acre tract and in the north right-of-way line of Farm Road 428; same being the northeast corner of the 11.22 acre tract (right-of-way deed of Farm Road 428) recorded in volume 478, page 312; Hereafter a 1/2-inch iron pin set is the same as a 1/2-inch iron rod set;

THENCE in a southwest direction with the southeast line of said 693.6925 acre tract and the northwest line of said 11.22 acre tract as follows:

THENCE South 37°11'59" West, 160.12 feet to a 1/2-inch iron pin set at the beginning of a non-tangent curve;

THENCE to the left along said curve in a southwest direction, having a radius of 1195.87 feet, an arc length of 117.72 feet, a central angle of 05°38'24", a chord direction of South 68°46'57" West, and a chord length of 117.67 feet to a 1/2-inch iron pin set at the end of said curve;

THENCE South 60°42'55" West, 104.23 feet to a 1/2-inch iron pin set at the beginning of a curve to the left;

THENCE along said curve to the left in a southwest direction, having a radius of 1190.87 feet, an arc length of 258.67 feet, a central angle of 12°26'44", a chord direction of South 54°44'22" West, and a chord length of 258.17 feet to a 1/2-inch iron pin set at the P.T. of said curve;

THENCE South 48°31'00" West, 760.34 feet to a 1/2-inch iron pin set; THENCE South 69°26'14" West, 186.85 feet to a 1/2-inch iron pin set; THENCE South 20°35'22" East, 71.41 feet to a 1/2-inch iron pin set; THENCE South 48°31'00" West, 88.70 feet to a 1/2-inch iron pin set; THENCE South 54°13'38" West, 100.50 feet to a 1/2-inch iron pin set; THENCE South 48°31'00" West, 300.00 feet to a 1/2-inch iron pin set; THENCE South 45°39'15" West, 100.12 feet to a 1/2-inch iron pin set; THENCE South 48°31'00" West, 1100.00 feet to a 1/2-inch iron pin set; THENCE South 45°39'15" West, 100.12 feet to a 1/2-inch iron pin set; THENCE South 48°31'00" West, 1298.02 feet to a 1/2-inch iron pin set; THENCE South 51°22'44" West, 100.13 feet to a 1/2-inch iron pin set;

THENCE South 48°31'00" West, 170.49 feet to a 5/8-inch iron pin found at the south-southwest corner of said 693.6925 acre tract; same being the southeast corner of the 398.498 acre tract recorded in volume 2414, page 583;

THENCE North 01°07'11" East, with a west line of said 693.6925 acre tract and with the east line of said 398.498 acre tract, 1802.77 feet to a 1/2-inch iron pin found at the south inside corner of said 693.6925 acre tract and the northeast corner of said 398.498 acre tract;

THENCE North 89°26'09" West, with a south line of said 693.6925 acre tract and with the north line of said 398.498 acre tract and with an abandoned road, 4746.00 feet to a 1/2-inch iron pin set in the east right-of-way line of Farm Road 1385 and in the east line of the 3.73 acre tract (right-of-way deed for Farm Road 1385);

THENCE northerly with the east right-of-way line of said Farm Road 1385 and the east line of said 3.73 acre tract as follows:

North 02°41'41" East, 3165.87 feet to a 1/2-inch iron pin set;

North 02°49'41" East, 889.02 feet to a 1/2-inch iron pin set;

THENCE easterly with the north line of said 693.6925 acre tract as follows: South 89°03'57" East, 636.29 feet to a 1/2-inch iron pin set;

South 89°16'59" East, 426.71 feet to a 1/2-inch iron pin set;

South 89°37'19" East, 154.91 feet to a 1/2-inch iron pin set;

South 89°42'32" East, 472.76 feet to a 1/2-inch iron pin set;

North 89°56'54" East, 339.52 feet to a 1/2-inch iron pin set;

South 89°26'19" East, 188.60 feet to a 1/2-inch iron pin set;

South 88°50'08" East, 254.05 feet to a 1-inch iron pipe found at the north-northeast corner of said 693.6925 acre tract and in the westerly line of said 333.47 acre tract;

THENCE South 68°23'35" East, with said line of 333.47 acre tract, 119.84 feet to a point in the old bed of Little Elm Creek;

THENCE with the westerly line of said 333.47 acre tract and generally near the center of the old bed of said Little Elm Creek as follows:

South 45°06'20" East, 161.30 feet;
South 25°50'20" East, 129.17 feet;
South 76°01'20" East, 90.54 feet;
North 63°33'40" East, 121.24 feet;
North 77°52'40" East, 61.98 feet;
North 59°25'40" East, 101.20 feet;
North 51°04'40" East, 125.50 feet;
North 89°36'40" East, 182.51 feet;
North 50°34'40" East, 76.66 feet;
North 36°16'40" East, 141.61 feet;
North 18°24'32" East, 111.27 feet to a 3/4-inch iron pipe found;
North 11°59'35" West, 38.45 feet;

North 60°39'20" West, 93.52 feet;
South 74°34'40" West, 110.19 feet;
North 59°58'20" West, 50.23 feet;
North 24°08'20" West, 48.85 feet;
North 14°33'40" East, 147.11 feet;
North 60°10'20" West, 57.76 feet;
North 01°29'20" West, 55.34 feet;
North 22°11'40" East, 47.74 feet;
North 63°11'21" East, 112.78 feet;
South 55°07'19" East, 281.34 feet;
South 22°14'20" East, 135.00 feet;
South 67°05'20" East, 56.00 feet;
North 73°53'40" East, 40.20 feet;
North 35°48'40" East, 35.00 feet;
North 12°00'40" East, 72.30 feet;
North 11°09'20" West, 67.00 feet;
North 20°28'03" West, 182.87 feet to a 1-inch iron pipe found;

North 02°43'44" West, 48.95 feet;
North 22°36'40" East, 120.00 feet;
North 13°34'40" East, 113.30 feet;
North 38°38'40" East, 61.20 feet;
North 60°36'40" East, 63.00 feet;
South 85°01'20" East, 122.20 feet;
North 78°00'40" East, 115.00 feet;
North 34°39'40" East, 60.00 feet;
North 09°55'02" East, 110.24 feet to a 3/4-inch iron pipe found;
North 37°53'18" East, 70.82 feet;

North 78°44'40" East, 70.00 feet;
South 86°25'20" East, 134.80 feet;
North 74°28'11" East, 195.54 feet to a 1-inch iron pipe found;
South 74°43'51" East, 95.56 feet;

South 88°55'20" East, 107.86 feet;
South 78°57'20" East, 134.98 feet;
North 77°06'40" East, 46.45 feet;
South 80°46'20" East, 50.53 feet;
South 53°33'20" East, 111.60 feet;
South 80°09'20" East, 54.06 feet;
North 48°07'40" East, 66.40 feet;
South 56°57'20" East, 73.70 feet;
North 68°00'40" East, 90.24 feet;
North 42°55'40" East, 55.92 feet;
North 10°08'15" East, 113.50 feet to a 1-inch iron pipe found;
North 22°50'24" West, 137.64 feet;

North 66°27'20" West, 142.40 feet;

North 34°34'20" West, 117.00 feet;
North 81°20'20" West, 76.20 feet;
South 81°45'40" West, 58.50 feet;
North 53°49'20" West, 140.00 feet;

North 60°03'20" West, 31.70 feet;
North 89°41'18" West, 28.54 feet;
North 61°10'20" West, 59.03 feet;
North 48°13'20" West, 50.20 feet;
North 07°39'40" East, 89.20 feet;
North 25°04'40" East, 62.00 feet;
North 53°09'40" East, 78.33 feet;
North 65°13'40" East, 102.08 feet;
South 79°09'20" East, 91.04 feet;
South 68°14'20" East, 49.56 feet;
South 79°13'20" East, 80.58 feet;
North 67°13'40" East, 140.87 feet;
South 70°46'20" East, 55.18 feet;
North 77°31' 40" East, 61.82 feet;
North 51°37'23" East, 88.62 feet;
North 07°02'40" East, 37.00 feet;
North 25°07'20" West, 43.00 feet;
North 48°56'20" West, 38.00 feet;
North 73°10'20" West, 41.00 feet;
North 04°39'20" West, 32.00 feet;
North 28°32'40" East, 47.40 feet;
North 37°14'40" East, 52.50 feet;
North 51°20'40" East, 71.80 feet;
South 88°50'20" East, 48.70 feet;
North 63°39'40" East, 71.60 feet;
North 77°01'40" East, 65.00 feet;
South 71°43'42" East, 47.86 feet to a 5/8-inch iron pin found;
South 20°42'02" East, 137.38 feet to a point where the old channel of Little Elm Creek meets the present channel of Little Elm Creek;

THENCE with the westerly line of said 333.47 acre tract and generally near the center of the present channel of said Little Elm Creek as follows:

North 73°10'26" East, 47.08 feet;
South 57°53'10" East, 50.43 feet;
South 66°10'00" East, 57.88 feet;
South 83°13'25" East, 68.88 feet;
North 81°41'54" East, 47.51 feet;
North 40°15'05" East, 31.12 feet;
North 07°20'56" East, 67.88 feet;
North 07°07'03" West, 128.89 feet;
North 29°33'31 " East, 63.79 feet;
North 49°08'12" East, 62.03 feet;
North 64°03'26" East, 228.62 feet;
North 89°52'28" East, 80.25 feet;
North 72°26'36" East, 211.16 feet;
South 70°13'41" East, 149.09 feet;
North 65°50'09" East, 106.33 feet;
North 73°14'11" East, 108.32 feet;
North 88°49'52" East, 86.31 feet;
South 65°32'05" East, 37.01 feet;
North 56°58'15" East, 85.61 feet;
North 22°51'36 " East, 76.76 feet;
North 03°09'34" East, 24.33 feet;
North 13°24'10" West, 50.31 feet;
North 42°01'40" East, 35.00 feet;
North 56°15'42" East, 31.35 feet;
North 23°23'53" East, 30.29 feet;
North 04°20'46" West, 43.38 feet;
North 58°37'11" West, 101.34 feet;
South 87°41'59" West, 177.69 feet;
North 51°40'46" West, 30.59 feet;
North 60°59'10" West, 17.80 feet;

North 82°45'24" West, 122.93 feet;

South 84°39'03" West, 60.97 feet;

North 73°32'30" West, 128.61 feet;

North 48°30'28" West, 53.37 feet;

North 18°14'06" West, 155.62 feet;

North 12°12'13" East, 31.32 feet;

North 43°15'01" East, 178.96 feet;

North 53°11'31" East, 141.33 feet to a point in the former location of a bridge over said Little Elm Creek at the northwest corner of said 333.47 acre tract; a 4-inch iron pipe found bears South 29°18' 29" East, 38.92 feet;

THENCE with the northeast line of said 333.47 acre tract as follows:

South 33°35'44" East, 68.47 feet to a 5/8-inch iron pin found at the north inside corner of said 333.47 acre tract;

South 66°32'33" East, 1572.76 feet to the PLACE OF BEGINNING and containing 1027.38.38 acres and this description is based on the Land Title Survey and plat made by Bruce Geer, Registered Professional Land Surveyor, Texas registration number 4117 and office work was completed on December 1, 2019. Source of bearings is based on Farm Road 428 bearings and are noted in volume 478, page 312 and volume 478, page 316.

EXHIBIT "B"
PROJECT AND FINANCING PLAN TIRZ No. 2

EXHIBIT "C"
REQUEST FOR PAYMENT

The undersigned is an agent for _____ (the "Requestor") and requests payment from the Creekview 380 Grant Fund of Reinvestment Zone-Number Two, City of Pilot Point, Texas ("TIRZ No. 2") from the City of Pilot Point, Texas (the "City") in the amount of \$ _____ (the "Chapter 380 Grant"). All capitalized terms not otherwise defined herein shall have the meaning given to such term in that certain Creekview TIRZ No. 2 Economic Development Agreement, entered into as of _____, 2022, by and between the City, and MM Creekview 1027, LLC, a Texas limited liability company (the "TIRZ Agreement").

In connection to the above referenced payment, the Requestor represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Requestor, is qualified to execute this Request for Payment on behalf of the Requestor and is knowledgeable as to the matters set forth herein.
2. The Chapter 380 Grant requested has been determined by the TIRZ administrator.
3. The Chapter 380 Grant requested has not been the subject of any prior payment request submitted to the City or, if previously requested, no disbursement was made with respect thereto.
4. The City is hereby instructed to provide the Chapter 380 Grant to the following payee(s) pursuant to the attached wiring instructions.
5. The Developer Obligations as set forth in Section 2.03 of the TIRZ Agreement have been fulfilled.

[REQUESTOR SIGNATURE BLOCK]

By: _____

Name: _____

Title: _____

Date: _____

MOBBERLY TIRZ NO. 2 ECONOMIC DEVELOPMENT AGREEMENT

This Mobberly TIRZ No. 2 Economic Development Agreement (the “Agreement”) is entered into as of the 12th day of May, 2022 (the “Effective Date”), by and between the **CITY OF PILOT POINT**, Texas, a home-rule municipality situated in Denton County, Texas (the “City”), **MM MOBBERLY 236, LLC**, a Texas limited liability company, and **MM Mobberly 13, LLC**, a Texas limited liability company (collectively, the “Developer”).

RECITALS

WHEREAS, the City and the Developer, are sometimes collectively referenced in this Agreement as “Parties” or, each individually, as a “Party”; and

WHEREAS, the City and Denton County (the “County”) desire for the Property to be developed within the corporate limits of the City and not developed within unincorporated County; and

WHEREAS, the Reinvestment Zone Number Two, City of Pilot Point, Texas (the “TIRZ”) was created pursuant to Ordinance No.484-14-2022 , adopted by the City Council of the City (the “City Council”) on April 14, 2022 pursuant to the Act; and

WHEREAS, the property to be developed is described by metes and bounds and depicted on **Exhibit A** attached hereto and made a part hereof for all purposes (the “Property”); and

WHEREAS, the TIRZ boundaries include: (i) the Property incorporated into the Mobberly Development Agreement, approved by the City Council of the City on January 27, 2022 (the “Development Agreement”), and (ii) the property incorporated into the Creekview Development Agreement, approved by the City Council of the City on February 10, 2022; and

WHEREAS, on February 10, 2022, pursuant to Ordinance No. 472-14-2022, 473-14-2022, and 474-14-2022, the City Council approved a Final Project and Finance Plan for the TIRZ (the “Final Plan”, attached hereto as **Exhibit B**); and

WHEREAS, the Final Plan provides for the collection of sixty nine and six tenths percent (69.6%) of the City’s ad valorem tax increment attributable to the TIRZ, based on the City’s tax rate each year and as authorized by law, for a period of thirty-six (36) years (the “City Tax Increment”); and

WHEREAS, in accordance with the Final Plan and Section 8.2 of the Development Agreement, the 55% of the TIRZ Increment produce from the Property, collected from the City’s tax rate in each year and placed on deposit in the TIRZ fund may be granted to the Developer in the form of a Chapter 380 Grant(s) in accordance Final Plan; and

WHEREAS, in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code (“Chapter 380”), the City recognizes the positive impact that the Development will bring to the City, and that the Development will promote state and local economic development; stimulate business and commercial activity in the municipality; promote the development and diversification of the economy of the state; promote development and expansion of commerce in the state; and promote the elimination of

unemployment or underemployment in the state. The provisions of this Agreement ensure that a public purpose is satisfied, and that the City receives a benefit in return; and

WHEREAS, the Developer desires to improve and develop the Property as a residential development consisting of residential uses, including significant investment in both public and private infrastructure to support the Development; and

WHEREAS, the City recognizes the positive economic impact that development of the Property will have through the production of new jobs, the stimulation of commercial activity, and the additional ad valorem and sales and use tax revenue generated by the development of the Property; and

WHEREAS, the City hereby establishes this Agreement as a program in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380") under which the City has the authority to make grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City. To ensure that the benefits the City provides under this Agreement in the form of grants pursuant to Chapter 380 are consistent with Article III, Section 52-a of the Texas Constitution and Chapter 380, the Developer has agreed that certain performance standards must be satisfied as a condition to receiving the grant described in this Agreement, and as a result, the incentives will serve a legitimate public purpose and provide a clear public benefit in return; and

WHEREAS, in consideration of the Developer's agreements to develop the Property in the manner agreed to with the City, including annexation of the Property into the city limits as desired by the County and construction of the necessary roads, water, sewer, drainage, parks, trails and open space for approximately 1,989 homes that are expected to add more than \$500,000,000 to the City's tax base, the City created the TIRZ, and to adopt, approve, and execute the TIRZ Documents to dedicate fifty-five percent (55%) of the City's collected *ad valorem* tax increment collected each year to: (i) first, to pay the Administrative Expenses for the TIRZ, and (ii) second, to pay to the Developer, in the form of economic development grants pursuant to Chapter 380 (as defined below) (the "Chapter 380 Grants"), the total of \$99,792,002 (the "Maximum Grant"), or for a period of up to thirty-six (36) years, whichever comes first, to the Developer; and

WHEREAS, the City Council of the City (the "City Council") has determined that entering this Agreement is in the best interest of the City, and expects the Chapter 380 Grants to result in a benefit to the community with increased jobs and tax revenue; and

WHEREAS, the City Council has found that the Chapter 380 Grants are for the public purposes of (a) developing and diversifying the economy of the state; (b) eliminating unemployment and underemployment in the state; (c) developing or expanding commerce in the state; and (d) promoting economic development within the state. The provisions of this Agreement ensure that a public purpose is satisfied and that the City receives a benefit in return; and

WHEREAS, the Parties have agreed for the Developer to undertake the development of the Property as set forth in the Development Agreement, and the Development Agreement and

documents related to the Property and the TIRZ contain controls to ensure the public purpose is accomplished; and

WHEREAS, but for the Developer undertaking the development of the Property, the TIRZ would not generate sufficient TIRZ increment to provide the grant to the Developer as set forth in the Final Plan; and

WHEREAS, pursuant to Section 311.010(h) of the Act, the TIRZ may establish and provide for the administration of one or more programs, including the Program, for the public purposes of developing and diversifying the economy of the zone, eliminating unemployment and underemployment in the zone, and developing or expanding transportation, business, and commercial activity in the zone, including programs to make grants and loans from the tax increment fund of the zone in an aggregate amount not to exceed the amount of the tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone, and the TIRZ has all the powers of a municipality under Chapter 380; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Final Plan.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE I **THE DEVELOPMENT**

The Developer plans to develop the Property as a residential development consisting of residential uses on 487.03 acres of land. The Property will be annexed into the City limits, and the development of the Property with single family homes and amenities will be in accordance with agreed upon standards by the Parties as set forth in that Development Agreement.

ARTICLE II **CHAPTER 380 GRANTS**

Section 2.01. TIRZ Fund. In accordance with the Final Plan, the City's 55% of collected revenue from its tax increment obtained from the Property shall be placed into a subaccount of the TIRZ Fund ("Mobberly 380 Grant Fund"), a separate fund that has been created by the City. Amounts in the TIRZ Fund and subaccounts, including the Mobberly 380 Grant Fund, shall not be comingled with other funds, and the TIRZ shall have its own TIRZ Fund separate and apart from all other City tax increment reinvestment zone funds and subaccounts.

Section 2.02 TIRZ Fund Allocation and Payment. The monies within the Mobberly 380 Grant Fund shall be allocated or dedicated for the following purposes:

- (i) First, to pay pro-rata administrative expenses of the TIRZ; and
- (ii) Second, upon completion of all Developer Obligations (defined below), to pay the Chapter 380 Grant to the Developer on an annual basis, in accordance with the Final Plan, until 36 years has passed, or until the Maximum Grant is paid to Developer.

Section 2.03 Developer Chapter 380 Program Performance. In order to be eligible to receive the Chapter 380 Grant, the Developer shall perform the following Developer obligations (the “Developer Obligations”):

- (i) Voluntarily request any portion of the Property not located within the City’s extraterritorial jurisdiction (the “ETJ”) be included in the City’s ETJ prior to the adoption of the Development Agreement;
- (ii) After the Development Agreement approval by the City Council, voluntarily annex the Property into the City limits according to provisions of the Development Agreement;
- (iii) Construct, per the terms of the Development Agreement, water, sewer and roadway infrastructure, on a phase-by-phase basis, to support the phase-by-phase development of approximately 1,989 lots. For clarity, the annual Chapter 380 Grant payments will commence and continue with the construction of the first phase of the project; and
- (iv) File a written request, substantially in the form attached as Exhibit C shall provide, or cause to be provided to the City, the written request for payment (the “Request for Payment”). At a minimum, the Request for Payment shall include (i) the amount requested for payment from the TIRZ Fund as determined by the TIRZ administrator, (ii) the payees, and (iii) the wiring information for such payees.

Section 2.04 City Payment Obligations. The City shall make the Chapter 380 Grant payments to Developer not later than 30 days after the Request for Payment with acceptable documentation is received by the City. Notwithstanding the foregoing:

- (i) if Developer fails to provide a Request for Payment on or after April 1st, of any calendar year, the City will be afforded thirty (30) days from the date of the Request for Payment is received by the City to pay the Grant payment;
- (ii) If the City never receives a Request for Payment for a particular years’ Chapter 380 Grant payment, then the City will hold in escrow that year’s payment and such amount may be requested, pursuant to Request for Payment, in any of the following years during the term of this Agreement;
- (iii) If at the end of the term of this Agreement, any escrowed Chapter 380 Grant payments for which the City has not received a Request for Payment (excluding the final payment) shall be deemed to be forfeited and will be

returned to the City.

- (iv) At the end of the term of this Agreement, for the final Chapter 380 Grant payment, if no Request for Payment is received, such funds will be held in escrow six (6) months after the April 1st deadline, after which period the Chapter 380 Grant will be returned to the City.

ARTICLE III **DEFAULT**

For purposes of this Article III, If the Developer fails to comply with any of its obligations set forth in this Agreement or the Development Agreement, and if the Developer fails to cure such default within the applicable cure period provided in this Agreement or the Development Agreement, as applicable, the City shall notify the Developer of such default. The Developer shall be given a reasonable timeframe to remedy the default, to be not less than thirty (30) days, except in the event public safety is at risk. If such default is not remedied within the specified timeframe, the City, until such default is remedied, shall only be obligated to pay the portion of the Chapter 380 Grant that has been performed by the Developer up to and including the date of default. Upon the remedy of any default, the Developer shall be entitled to continue to receive the Chapter 380 Grants up to the Maximum Grant. Notwithstanding the foregoing, the City shall have no obligation to provide notice of default for Developer's failure to make a Request for Payment as set forth in Section 2.03(iv).

ARTICLE IV **MISCELLANEOUS PROVISIONS**

Section 4.01. Term. This Agreement shall be in force for thirty-six (36) years, or until the Maximum Grant is paid in full, whichever event occurs first, in accordance with the Final Plan.

Section 4.02 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

Section 4.03 Successors and Assigns. All covenants and agreements contained in this Agreement shall bind its successors and assigns and shall inure to the benefit of the Developer and its successors and assigns. This Agreement and the right to monies available in the TIRZ Fund, including the Chapter 380 Grants, set forth herein may be assigned, from time to time and in whole or in part, by the Developer to any person or entity and collaterally assigned to any lender. The assignment must be in writing. A copy of the assignment shall be given to the City within thirty (30) days after such assignment; however, City consent to the assignment is not required. Upon any such assignment and notice to the City, Developer shall not be released from performing the

duties or obligations that are assigned and that arise after the effective date of the assignment or the date that the City receives notice of the assignment, whichever later occurs; further, the Developer is not released from any liabilities that arose prior to the effective date or date of notice to the City, whichever later occurs, unless the City and the Board agree. The Developer's rights under this Agreement are a personal obligation and do not constitute a covenant running with the land. Notwithstanding the foregoing, no assignment shall be effective until notice of the assignment with an executed assignment agreement is given to the City. The City may rely on assignment agreement received from the Developer without obligation to investigate or confirm the validity of the assignment. The Developer waives all rights or claims against the City for any funds paid to a third party as a result of an assignment for which the City received notice.

Section 4.04 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: Britt M. Lusk, City Manager City of Pilot Point 102 E. Main Street Pilot Point, Texas 76258
With a copy to:	Attn: Brenda McDonald, City Attorney Messer, Fort & McDonald 6371 Preston Road, STE 200 Frisco, Texas 75034
With a copy to:	Attn: Brenda McDonald Messer, Fort & McDonald 6371 Preston Road, STE 200 Frisco, Texas 75034
To the Developer:	Attn: Brock Babb MM Mobberly 236, LLC, and MM Mobberly 13, LLC 1800 Valley View Lane, Suite 300 Farmers Branch Texas 75234
With a copy to:	Attn: Robert Miklos Miklos Cinclair, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234 Robert@m-clegal.com

Any Party may change its address or addresses for delivery of notice by delivering written

notice of such change of address to the other Party.

Section 4.05 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

Section 4.06 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is necessary and required.

Section 4.07 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action of the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been and is duly authorized to do so. The Board represents and warrants that this Agreement has been approved by official action of the Board in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Board has been and is duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been and is duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

Section 4.08 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

Section 4.09 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Denton County State District Court.

Section 4.10 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except in writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 4.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 4.12 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City, the Board, and the Developer expressly amending the terms of this Agreement.

Section 4.13 Consideration. This Agreement is executed by the Parties without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

Section 4.14 Developer Indemnification. In the event of any litigation challenging the validity or enforceability of this Agreement, Developer agrees to indemnify the City or the Board, as applicable, for its reasonable attorneys' fees and costs spent on defending the validity or enforceability of the Agreement. Developer shall reimburse the City or the Board for any Chapter 380 Grant payments that are made by the City or the Board to the Developer, if such payments are deemed by a court with jurisdiction to be illegal or a violation of state or federal law.

Section 4.15 Anti-Boycott Verification.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is construed to be a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, but only to the extent such section is applicable, and to the extent such section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 4.16 Iran, Sudan and Foreign Terrorist Organizations

The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 4.17 Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 4.18 Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, “SB 19”), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[SIGNATURE PAGES FOLLOW]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF PILOT POINT, TEXAS

By: Chad Major
Name: Chad Major
Title: Mayor Pro Tem

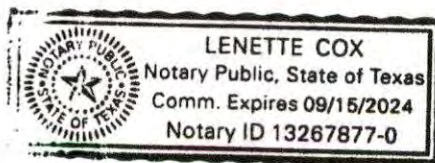
ATTEST:

By: Lenette Cox
Name: Lenette Cox
Title: City Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 28th day of JULY, 2022, by Chad Major, the Mayor Pro Tem of the City of Pilot Point, Texas, on behalf of said City.

(SEAL)



Lenette Cox
Notary Public, State of Texas

LENETTE COX
Name printed or typed
Commission Expires: 09/15/2024

DEVELOPER:

MM Mobberly 13, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company,

By: 2M Ventures, LLC,
A Delaware limited liability company,
Its Manager

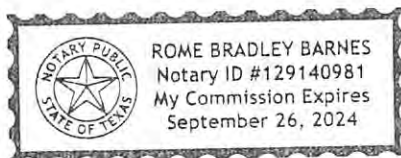
By:
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 29 day of July, 2022, by Mehrdad Moayed, Manager of 2M Ventures LLC, as Manager of MMM Ventures LLC, as Manager of MM Mobberly 13, LLC, a Texas limited liability company of behalf of said company.




Notary Public, State of Texas

DEVELOPER:

MM Mobberly 236, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company,

By: 2M Ventures, LLC,
A Delaware limited liability company,
Its Manager

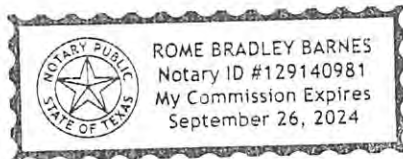
By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 29 day of July, 2022, by Mehrdad Moayed, Manager of 2M Ventures LLC, as Manager of MMM Ventures LLC, as Manager of MM Mobberly 236, LLC, a Texas limited liability company of behalf of said company.





Notary Public, State of Texas

EXHIBIT "A"

Metes and Bounds Description and Depiction of the Mobberly Public Improvement District

LEGAL DESCRIPTION

487.030 ACRES

BEING that certain tract of land situated in the J.H. Holcomb and E.E. Steen Survey, Abstract No. 1467, the Levi Robinson Survey, Abstract No. 1488, the Memphis, El Paso and Pacific Railroad Company Survey, Abstract No. 1504, the Memphis, El Paso and Pacific Railroad Company Survey, Abstract No. 926, and the James H. Melroy Survey, Abstract No. 895, in Denton County, Texas, and being part of that certain called 236.50 acre tract of land (save and except a called 10.003 acre tract of land) described in deed to MM Mobberly 236, LLC recorded in Instrument No. 2018-20859, of the Real Property Records of Denton County, Texas (RPRDCT), part of that certain called 100.000 acre tract of land described in deed to MM Mobberly 236, LLC recorded in Instrument No. 2018-23944, RPRDCT, part of that certain called 184.731 acre tract of land (save and except a called 9.498 acre tract of land) described in deed to MM Mobberly 236, LLC recorded in Instrument No. 2019-103282, RPRDCT, part of that certain called 0.732 acre tract of land described in Quit Claim Deed to MM Moberly 236, LLC recorded in Instrument No. 2019-79714, RPRDCT, part that certain called 10.003 acre tract of land described in deeds to MM Mobberly 236, LLC recorded in Instrument No. 2020-112426, RPRDCT, and Instrument No. 2020-112427, RPRDCT, all of that certain called 10.003 acre tract of land described in deeds to MM Mobberly 236, LLC recorded in Instrument No. 2020-112423, RPRDCT, Instrument No. 2020-112424, RPRDCT, and Instrument No. 2020-112425, RPRDCT, and all of that certain called 12.990 acre tract of land described in deed to MM Moberly, LLC recorded in Instrument No. 2021-198906, RPRDCT, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with cap stamped "ALLIANCE" found at the northwest corner of said called 184.731 acre MM Mobberly 236, LLC tract, and being located at the intersection of the east right-of-way line of Farm to Market Road No. 1385 (variable width right-of-way described as Tract No. 1 in deed to the State of Texas, recorded in Volume 348, Page 343, RPRDCT), and the approximate center of Mobberly Road (an undedicated public right-of-way);

THENCE South 75°56'24" East, with the northerly line of said called 184.731 acre MM Mobberly 236, LLC tract, and said approximate center of Mobberly Road, a distance of 1355.52 feet to the POINT OF BEGINNING of herein described tract, a 5/8-inch iron rod with cap stamped "BCG 10194538" found;

THENCE South 75°56'24" East, continuing with the northerly line of the 184.731 acre MM Mobberly 236, LLC tract, and said approximate center of Mobberly Road, a distance of 210.54 feet to a 1/2-inch iron rod with cap stamped "ALLIANCE" found for corner;

THENCE, continuing with the northerly line of the 184.731 acre MM Mobberly 236, LLC tract, and said approximate center of Mobberly Road, the following courses to 1/2-inch iron rods found for corner:

North 01°14'47" East, a distance of 20.60 feet;

And North 89°32'36" East, a distance of 1680.27 feet;

THENCE North 89°36'29" East, continuing with the northerly line of the 184.731 acre MM Mobberly 236, LLC tract, and said approximate center of Mobberly Road, passing at a distance of 1438.24 feet the northeast corner of said 184.731 acre MM Mobberly 236, LLC tract, and the northwest corner of said called 10.003 acre tracts of land described in deeds to MM Mobberly 236, LLC recorded in Instrument No. 2020-112423, RPRDCT, Instrument No. 2020-112424, RPRDCT, and Instrument No. 2020-112425, RPRDCT, continuing with the north line of said 10.003 acre MM Mobberly 236, LLC tracts, and the approximate center of Mobberly Road, in all, a total distance of 1697.73 feet to a 1/2-inch iron rod found for corner, said iron rod being the northeast corner of that certain called 89.661 acre tract of land described in deed to Mobberly Road and 285 Partners, Ltd. recorded in Instrument No. 2007-31541, RPRDCT;

THENCE South 01°03'16" West, with the east line of said Mobberly Road and 285 Partners, Ltd. tract, a distance of 1520.26 feet to a 1/2-inch iron rod with cap stamped "WINDROSE" found for corner at the most northerly southeast corner of said 184.731 acre MM Mobberly 236, LLC tract;

THENCE South 38°20'16" West, with the southeasterly line of said Mobberly Road and 285 Partners, Ltd. tract, passing at a distance of 110.56 feet the most easterly southeast corner of said 184.731 acre MM Mobberly 236, LLC tract, continuing with said southeasterly line of the Mobberly Road and 285 Partners, Ltd. tract, in all, a total distance of 155.71 feet to a 1/2-inch iron rod with cap stamped "WINDROSE" found for corner;

THENCE continuing with the southeasterly line of said Mobberly Road and 285 Partners, Ltd. tract, the following courses to 1/2-inch iron rods with cap stamped "WINDROSE" found for corner:

South 41°20'04" West, a distance of 99.69 feet;

And South 41°58'03" West, a distance of 99.88 feet;

THENCE South 44°14'27" West, continuing with the southeasterly line of said Mobberly Road and 285 Partners, Ltd. tract, passing at a distance of 51.49 feet a 1/2-inch iron rod with cap stamped "WINDROSE" found at the southwest corner of said called 10.003 acre tracts described in deeds to MM Mobberly 236, LLC recorded in Instrument No. 2020-112423, RPRDCT, Instrument No. 2020-112424, RPRDCT, and Instrument No. 2020-112425, RPRDCT, continuing in all, a total distance of 100.37 feet to a 1/2-inch iron rod with cap stamped "WINDROSE" found for corner;

THENCE continuing with the southeasterly line of said Mobberly Road and 285 Partners, Ltd. tract, the following courses to 1/2-inch iron rods with cap stamped "WINDROSE" found for corner:

South 43°03'36" West, a distance of 106.44 feet;

South 36°27'00" West, a distance of 95.30 feet;

South 57°03'58" West, a distance of 41.20 feet;

South 30°13'50" West, a distance of 58.94 feet;

South 53°05'12" West, a distance of 89.83 feet;

South 83°10'55" West, a distance of 97.56 feet;

South 30°23'57" West, a distance of 91.28 feet;

South 44°54'39" West, a distance of 105.64 feet;

South 13°53'58" West, a distance of 85.61 feet;

South 15°57'31" West, a distance of 47.91 feet;

South 33°47'06" West, a distance of 97.77 feet;

And South 04°35'42" West, a distance of 80.14 feet, said iron rod being located at the most southerly southeast corner of said Mobberly Road and 285 Partners, Ltd. tract, and said 184.731 acre MM Mobberly 236, LLC tract recorded in Instrument Number 2018-23944, RPRDCT;

THENCE North 89°35'34" East, with the north line of said called 236.50 acre MM Mobberly 236, LLC tract recorded in Instrument Number 2018-20859, RPRDCT, and the south line of that certain tract of land described as Tract X in deed to HI DEE Properties, L.P. recorded in Instrument No. 2010-6258, RPRDCT, and Instrument No. 6259, RPRDCT, a distance of 857.31 feet to a 1-inch steel pipe found for corner;

THENCE South 89°29'34" East, continuing with said north line of the called 236.50 acre MM Mobberly 236, LLC tract, a distance of 474.74 feet to a point for corner located in the approximate center of Little Elm Creek;

THENCE with said approximate center of Little Elm Creek, and the easterly line of said called 236.50 acre MM Mobberly 236, LLC tract, the following courses to points for corner:

South 36°28'36" West, a distance of 42.91 feet;

South 27°46'36" West, a distance of 47.40 feet;

South 05°25'24" East, a distance of 32.00 feet;

South 73°56'24" East, a distance of 41.00 feet;

South 49°42'24" East, a distance of 38.00 feet;

South 25°53'24" East, a distance of 43.00 feet;

South 06°16'36" West, a distance of 37.00 feet;

South 50°51'19" West, a distance of 88.62 feet;
South 76°35'36" West, a distance of 61.82 feet;
North 71°32'24" West, a distance of 55.18 feet;
South 66°27'36" West, a distance of 140.87 feet;
North 79°59'24" West, a distance of 80.58 feet;
North 69°00'24" West, a distance of 49.56 feet;
North 79°55'24" West, a distance of 91.04 feet;
South 64°27'36" West, a distance of 102.08 feet;
South 52°23'36" West, a distance of 78.33 feet;
South 24°18'36" West, a distance of 62.00 feet;
South 06°53'36" West, a distance of 89.20 feet;
South 48°59'24" East, a distance of 50.20 feet;
South 61°56'24" East, a distance of 59.03 feet;
North 89°32'38" East, a distance of 28.54 feet;
South 60°49'24" East, a distance of 31.70 feet;
South 54°35'24" East, a distance of 140.00 feet;
North 80°59'36" East, a distance of 58.50 feet;
South 82°06'24" East, a distance of 76.20 feet;
South 35°20'24" East, a distance of 117.00 feet;
And South 67°13'24" East, a distance of 142.40 feet;

THENCE South 23°42'24" East, continuing with said approximate center of Little Elm Creek, and said easterly line of the called 236.50 acre MM Mobberly 236, LLC tract, a distance of 138.50 feet to a steel pipe found for corner;

THENCE continuing with said approximate center of Little Elm Creek, and the easterly line of the called 236.50 acre MM Mobberly 236, LLC tract, the following courses to points for corner:

South 09°41'36" West, a distance of 113.56 feet;

South 42°09'36" West, a distance of 54.53 feet;
South 67°14'36" West, a distance of 90.24 feet;
North 57°43'24" West, a distance of 73.70 feet;
South 47°21'36" West, a distance of 66.40 feet;
North 80°55'24" West, a distance of 54.06 feet;
North 54°19'24" West, a distance of 111.60 feet;
North 81°32'24" West, a distance of 50.53 feet;
South 76°20'36" West, a distance of 46.45 feet;
North 79°43'24" West, a distance of 134.98 feet;
North 89°41'24" West, a distance of 107.86 feet;
North 75°30'24" West, a distance of 96.08 feet;
South 73°37'36" West, a distance of 195.09 feet;
North 87°11'24" West, a distance of 134.80 feet;
South 77°58'36" West, a distance of 70.00 feet;
South 35°34'36" West, a distance of 70.50 feet;
South 10°06'36" West, a distance of 109.67 feet;
South 33°53'36" West, a distance of 60.00 feet;
South 77°14'36" West, a distance of 115.00 feet;
North 85°47'24" West, a distance of 122.20 feet;
South 59°50'36" West, a distance of 63.00 feet;
South 37°52'36" West, a distance of 61.20 feet;
South 12°48'36" West, a distance of 113.30 feet;
South 21°50'36" West, a distance of 120.00 feet;
South 03°09'24" East, a distance of 49.64 feet;
South 21°23'24" East, a distance of 182.30 feet;

South 11°55'24" East, a distance of 67.00 feet;
South 11°14'36" West, a distance of 72.30 feet;
South 35°02'36" West, a distance of 35.00 feet;
South 73°07'36" West, a distance of 40.20 feet;
North 67°51'24" West, a distance of 56.00 feet;
North 23°00'24" West, a distance of 135.00 feet;
North 55°59'24" West, a distance of 281.18 feet;
South 62°36'36" West, a distance of 112.42 feet;
South 21°25'36" West, a distance of 47.74 feet;
South 02°15'24" East, a distance of 55.34 feet;
South 60°56'24" East, a distance of 57.76 feet;
South 13°47'36" West, a distance of 147.11 feet;
South 24°54'24" East, a distance of 48.85 feet;
South 60°44'24" East, a distance of 50.23 feet;
North 73°48'36" East, a distance of 110.19 feet;
South 61°25'24" East, a distance of 93.52 feet;
South 16°50'24" East, a distance of 35.56 feet;

And South 17°58'36" West, a distance of 115.12 feet, said point being located at the northeast corner of said called 10.003 acre tracts of land described in deeds to MM Mobberly 236, LLC recorded in Instrument No. 2020-112426, RPRDCT, and Instrument No. 2020-112427, RPRDCT;

THENCE continuing with the approximate center of said Little Elm Creek, and the southeasterly line of said called 10.003 acre MM Mobberly 236, LLC tracts, the following courses to points for corner:

South 35°30'36" West, a distance of 141.61 feet;
South 49°48'36" West, a distance of 76.66 feet;
South 88°50'36" West, a distance of 182.51 feet;

South 50°18'36" West, a distance of 125.50 feet;

South 58°39'36" West, a distance of 101.20 feet;

South 77°06'36" West, a distance of 61.98 feet;

South 62°47'36" West, a distance of 121.24 feet;

North 76°47'24" West, a distance of 90.54 feet;

North 26°36'24" West, a distance of 129.17 feet;

And North 45°52'24" West, a distance of 161.30 feet;

THENCE North 69°10'24" West, continuing with said center of Little Elm Creek, a distance of 119.81 feet to a 1-inch iron pipe found for corner at a northeast corner of that certain tract of land described in deed to Shiny Hiney Partners I, recorded in Volume 3435, Page 478, RPRDCT;

THENCE North 89°29'24" West, with the north line of that certain called 273.782 acre tract of land described in deed to Kenneth B. Moore and Ruth Moore recorded in Volume 871, Page 856, RPRDCT, a distance of 254.18 feet to a 1/2-inch iron rod with cap stamped "GEER" found for corner;

THENCE South 89°55'50" West, continuing with said north line, a distance of 188.45 feet to a 1/2-inch iron rod with cap stamped "GEER" found for corner;

THENCE South 89°51'45" West, continuing with said north line, a distance of 2030.15 feet to a 1/2-inch iron rod with plastic cap stamped "GEER" found for corner, said iron rod being located on the east right-of-way line of Farm-to-Market Road No. 1385 (variable width R.O.W.), and being the northwest corner of said Kenneth B. Moore and Ruth Moore tract;

THENCE North 02°10'09" East, with said east right-of-way line of Farm-to-Market Road No. 1385, said east right-of-way line according to deeds to the State of Texas recorded in Volume 348, Page 364, RPRDCT, and Volume 348, Page 343 (Tract No. 1), RPRDCT, a distance of 740.83 feet to a 5/8-inch iron rod with plastic cap stamped "BCG 10194538" found for corner;

THENCE North 01°49'09" East, continuing with said east right-of-way line of Farm-to-Market Road No. 1385, a distance of 2081.98 feet to a 5/8-inch iron rod with plastic cap stamped "BCG 10194538" found for corner;

THENCE North 01°14'11" East, continuing with said east right-of-way line of Farm-to-Market Road No. 1385, a distance of 370.96 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" found for corner at the southwest corner of that certain tract of land described in deed to Cul-de-sac Investments, LLC recorded in Instrument No. 2021-190698, RPRDCT;

THENCE departing said east right-of-way line of Farm to Market Road Number 1385, and with the southerly and easterly lines of said Cul-de-sac Investments, LLC tract, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" found for corner:

South 88°46'17" East, a distance of 125.74 feet, said iron rod being located at the beginning of a tangent curve to the left;

Southeasterly, with said curve which has a central angle of 01°16'04", a radius of 955.00 feet, a chord which bears South 89°24'19" East, a distance of 21.13 feet, and an arc length of 21.13 feet to the end of said curve;

North 89°57'39" East, a distance of 363.13 feet;

North 00°02'21" West, a distance of 987.02 feet, said iron rod being located at the beginning of a tangent curve to the right;

Northeasterly, with said curve which has a central angle of 90°00'00", a radius of 280.00 feet, a chord which bears North 44°57'39" East, a distance of 395.98 feet, and an arc length of 439.82 feet to the end of said curve;

North 89°57'39" East, a distance of 552.24 feet;

And North 00°02'21" West, a distance of 495.48 feet to the POINT OF BEGINNING and containing an area of 487.030 acres of land.

Metes and Bounds Description and Depiction of the Creekview Property

LEGAL DESCRIPTION

1027.38 Acres

SITUATED in Denton County, Texas, in the M.E.P. & P.R.R. Survey, Abstract No. 926, R. Cowan Survey, Abstract No. 211, A. McPherson Survey, Abstract No. 1481, T. & P.R.R. Survey, Abstract No. 1299-A, L. Robinson Survey, Abstract No. 1488, A. E. Norwood Survey, Abstract No. 969, J. Melroy Survey, Abstract No. 895, being a survey of the 693.6925 acre tract described in a deed from Winst, Inc. to Shiney Hiney Partners I, dated December 31, 1992, recorded in volume 3435, page 478 and a survey of the 333.47 acre tract described in a deed from Winst, Inc. to Shiney Hiney Partners II, dated December 31, 1992, recorded in volume 3435, page 483, both deeds of the Denton County deed records, being described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron pin found at the northeast corner of said 333.47 acre tract and the inside corner of the 128.678 acre tract recorded in volume 3369, page 700;

THENCE South 00°21'52" West, with the east line of said 333.47 acre tract, coming to Smiley Road at approximately 335 feet and continuing with said Smiley Road (rock road), passing a 1/2-inch iron pin found at 2238.68 feet at the southwest corner of the 9.7184 acre tract recorded as clerk's file no. 2010-95523 and the west-northwest corner of the 10.1203 acre tract recorded as clerk's file no. 2010-95523, continuing with the west line of said 10.1203 acre tract, passing a 1/2-inch iron pin found at 2258.70 feet at the southwest corner of said 10.1203 acre tract and the west-northwest corner of the 10.587 acre tract recorded as clerk's file no. 2004-110047, continuing with the west line of said 10.587 acre tract and passing a 1/2-inch iron pin found at 2278.74 feet at the southwest corner of said 10.587 acre tract, continuing in all, 3702.96 feet to a 1/2-inch iron pin found at the southeast corner of said 333.47 acre tract and the east-northeast corner of said 693.6925 acre tract;

THENCE South 00°01'05" East, with the east line of said 693.6925 acre tract and with said Smiley Road, 1826.58 feet to a 1/2-inch iron pin set at the east-southeast corner of said 693.6925 acre tract and in the north right-of-way line of Farm Road 428; same being the northeast corner of the 11.22 acre tract (right-of-way deed of Farm Road 428) recorded in volume 478, page 312; Hereafter a 1/2-inch iron pin set is the same as a 1/2-inch iron rod set;

THENCE in a southwest direction with the southeast line of said 693.6925 acre tract and the northwest line of said 11.22 acre tract as follows:

THENCE South 37°11'59" West, 160.12 feet to a 1/2-inch iron pin set at the beginning of a non-tangent curve;

THENCE to the left along said curve in a southwest direction, having a radius of 1195.87 feet, an arc length of 117.72 feet, a central angle of 05°38'24", a chord direction of South 68°46'57" West, and a chord length of 117.67 feet to a 1/2-inch iron pin set at the end of said curve;

THENCE South 60°42'55" West, 104.23 feet to a 1/2-inch iron pin set at the beginning of a curve to the left;

THENCE along said curve to the left in a southwest direction, having a radius of 1190.87 feet, an arc length of 258.67 feet, a central angle of 12°26'44" a chord direction of South 54°44'22" West, and a chord length of 258.17 feet to a 1/2-inch iron pin set at the P.T. of said curve;

THENCE South 48°31'00" West, 760.34 feet to a 1/2-inch iron pin set; THENCE South 69°26'14" West, 186.85 feet to a 1/2-inch iron pin set; THENCE South 20°35'22" East, 71.41 feet to a 1/2-inch iron pin set; THENCE South 48°31'00" West, 88.70 feet to a 1/2-inch iron pin set; THENCE South 54°13'38" West, 100.50 feet to a 1/2-inch iron pin set; THENCE South 48°31'00" West, 300.00 feet to a 1/2-inch iron pin set; THENCE South 45°39'15" West, 100.12 feet to a 1/2-inch iron pin set; THENCE South 48°31'00" West, 1100.00 feet to a 1/2-inch iron pin set; THENCE South 45°39'15" West, 100.12 feet to a 1/2-inch iron pin set; THENCE South 48°31'00" West, 1298.02 feet to a 1/2-inch iron pin set; THENCE South 51°22'44" West, 100.13 feet to a 1/2-inch iron pin set;

THENCE South 48°31'00" West, 170.49 feet to a 5/8-inch iron pin found at the south-southwest corner of said 693.6925 acre tract; same being the southeast corner of the 398.498 acre tract recorded in volume 2414, page 583;

THENCE North 01°07'11" East, with a west line of said 693.6925 acre tract and with the east line of said 398.498 acre tract, 1802.77 feet to a 1/2-inch iron pin found at the south inside corner of said 693.6925 acre tract and the northeast corner of said 398.498 acre tract;

THENCE North 89°26'09" West, with a south line of said 693.6925 acre tract and with the north line of said 398.498 acre tract and with an abandoned road, 4746.00 feet to a 1/2-inch iron pin set in the east right-of-way line of Farm Road 1385 and in the east line of the 3.73 acre tract(right-of-way deed for Farm Road 1385);

THENCE northerly with the east right-of-way line of said Farm Road 1385 and the east line of said 3.73 acre tract as follows:

North 02°41'41" East, 3165.87 feet to a 1/2-inch iron pin set;

North 02°49'41" East, 889.02 feet to a 1/2-inch iron pin set;

THENCE easterly with the north line of said 693.6925 acre tract

as follows: South 89°03'57" East, 636.29 feet to a 1/2-inch iron pin set;

South 89°16'59" East, 426.71 feet to a 1/2-inch iron pin set;

South 89°37'19" East, 154.91 feet to a 1/2-inch iron pin set;

South 89°42'32" East, 472.76 feet to a 1/2-inch iron pin set;

North 89°56'54" East, 339.52 feet to a 1/2-inch iron pin set;

South 89°26'19" East, 188.60 feet to a 1/2-inch iron pin set;

South 88°50'08" East, 254.05 feet to a 1-inch iron pipe found at the north-northeast corner of said 693.6925 acre tract and in the westerly line of said 333.47 acre tract;

THENCE South 68°23'35" East, with said line of 333.47 acre tract, 119.84 feet to a point in the old bed of Little Elm Creek;

THENCE with the westerly line of said 333.47 acre tract and generally near the center of the old bed of said Little Elm Creek as follows:

South 45°06'20" East, 161.30 feet;

South 25°50'20" East, 129.17 feet;

South 76°01'20" East, 90.54 feet;

North 63°33'40" East, 121.24 feet;

North 77°52'40" East, 61.98 feet;

North 59°25'40" East, 101.20 feet;

North 51°04'40" East, 125.50 feet;

North 89°36'40" East, 182.51 feet;

North 50°34'40" East, 76.66 feet;

North 36°16'40" East, 141.61 feet;

North 18°24'32" East, 111.27 feet to a 3/4-inch iron pipe found;

North 11°59'35" West, 38.45 feet;

North 60°39'20" West, 93.52 feet;

South 74°34'40" West, 110.19 feet;

North 59°58'20" West, 50.23 feet;

North 24°08'20" West, 48.85 feet;

North 14°33'40" East, 147.11 feet;

North 60°10'20" West, 57.76 feet;

North 01°29'20" West, 55.34 feet;

North 22°11'40" East, 47.74 feet;

North 63°11'21" East, 112.78 feet;

South 55°07'19" East, 281.34 feet;

South 22°14'20" East, 135.00 feet;
South 67°05'20" East, 56.00 feet;
North 73°53'40" East, 40.20 feet;
North 35°48'40" East, 35.00 feet;
North 12°00'40" East, 72.30 feet;
North 11°09'20" West, 67.00 feet;
North 20°28'03" West, 182.87 feet to a 1-inch iron
pipe found; North 02°43'44" West, 48.95 feet;
North 22°36'40" East, 120.00 feet;
North 13°34'40" East, 113.30 feet;
North 38°38'40" East, 61.20 feet;
North 60°36'40" East, 63.00 feet;
South 85°01'20" East, 122.20 feet;
North 78°00'40" East, 115.00 feet;
North 34°39'40" East, 60.00 feet;
North 09°55'02" East, 110.24 feet to a 3/4-inch iron
pipe found; North 37°53'18" East, 70.82 feet;
North 78°44'40" East, 70.00 feet;
South 86°25'20" East, 134.80 feet;
North 74°28'11" East, 195.54 feet to a 1-inch iron
pipe found; South 74°43'51" East, 95.56 feet;
South 88°55'20" East, 107.86 feet;
South 78°57'20" East, 134.98 feet;
North 77°06'40" East, 46.45 feet;
South 80°46'20" East, 50.53 feet;
South 53°33'20" East, 111.60 feet;
South 80°09'20" East, 54.06 feet;
North 48°07'40" East, 66.40 feet;
South 56°57'20" East, 73.70 feet;
North 68°00'40" East, 90.24 feet;
North 42°55'40" East, 55.92 feet;
North 10°08'15" East, 113.50 feet to a 1-inch iron
pipe found; North 22°50'24" West, 137.64 feet;
North 66°27'20" West, 142.40 feet;
North 34°34'20" West, 117.00 feet;

North 81°20'20" West, 76.20 feet;
South 81°45'40" West, 58.50 feet;
North 53°49'20" West, 140.00 feet;
North 60°03'20" West, 31.70 feet;
North 89°41'18" West, 28.54 feet;
North 61°10'20" West, 59.03 feet;
North 48°13'20" West, 50.20 feet;
North 07°39'40" East, 89.20 feet;
North 25°04'40" East, 62.00 feet;
North 53°09'40" East, 78.33 feet;
North 65°13'40" East, 102.08 feet;
South 79°09'20" East, 91.04 feet;
South 68°14'20" East, 49.56 feet;
South 79°13'20" East, 80.58 feet;
North 67°13'40" East, 140.87 feet;
South 70°46'20" East, 55.18 feet;
North 77°31'40" East, 61.82 feet;
North 51°37'23" East, 88.62 feet;
North 07°02'40" East, 37.00 feet;
North 25°07'20" West, 43.00 feet;
North 48°56'20" West, 38.00 feet;
North 73°10'20" West, 41.00 feet;
North 04°39'20" West, 32.00 feet;
North 28°32'40" East, 47.40 feet;
North 37°14'40" East, 52.50 feet;
North 51°20'40" East, 71.80 feet;
South 88°50'20" East, 48.70 feet;
North 63°39'40" East, 71.60 feet;
North 77°01'40" East, 65.00 feet;
South 71°43'42" East, 47.86 feet to a 5/8-inch iron pin found;
South 20°42'02" East, 137.38 feet to a point where the old channel of Little Elm Creek meets the present channel of Little Elm Creek;

THENCE with the westerly line of said 333.47 acre tract and generally near the center of the present channel of said Little Elm Creek as follows:

North 73°10'26" East, 47.08 feet;
South 57°53'10" East, 50.43 feet;
South 66°10'00" East, 57.88 feet;
South 83°13'25" East, 68.88 feet;
North 81°41'54" East, 47.51 feet;
North 40°15'05" East, 31.12 feet;
North 07°20'56" East, 67.88 feet;
North 07°07'03" West, 128.89 feet;
North 29°33'31" East, 63.79 feet;
North 49°08'12" East, 62.03 feet;
North 64°03'26" East, 228.62 feet;
North 89°52'28" East, 80.25 feet;
North 72°26'36" East, 211.16 feet;
South 70°13'41" East, 149.09 feet;
North 65°50'09" East, 106.33 feet;
North 73°14'11" East, 108.32 feet;
North 88°49'52" East, 86.31 feet;
South 65°32'05" East, 37.01 feet;
North 56°58'15" East, 85.61 feet;
North 22°51'36" East, 76.76 feet;
North 03°09'34" East, 24.33 feet;
North 13°24'10" West, 50.31 feet;
North 42°01'40" East, 35.00 feet;
North 56°15'42" East, 31.35 feet;
North 23°23'53" East, 30.29 feet;
North 04°20'46" West, 43.38 feet;
North 58°37'11" West, 101.34 feet;
South 87°41'59" West, 177.69 feet;
North 51°40'46" West, 30.59 feet;
North 60°59'10" West, 17.80 feet;
North 82°45'24" West, 122.93 feet;

South 84°39'03" West, 60.97 feet;

North 73°32'30" West, 128.61 feet;

North 48°30'28" West, 53.37 feet;

North 18°14'06" West, 155.62 feet;

North 12°12'13" East, 31.32 feet;

North 43°15'01" East, 178.96 feet;

North 53°11'31" East, 141.33 feet to a point in the former location of a bridge over said Little Elm Creek at the northwest corner of said 333.47 acre tract; a 4-inch iron pipe found bears South 29°18' 29" East, 38.92 feet;

THENCE with the northeast line of said 333.47 acre tract as follows:

South 33°35'44" East, 68.47 feet to a 5/8-inch iron pin found at the north inside corner of said 333.47 acre tract;

South 66°32'33" East, 1572.76 feet to the PLACE OF BEGINNING and containing 1027.38 acres and this description is based on the Land Title Survey and plat made by Bruce Geer, Registered Professional Land Surveyor, Texas registration number 4117 and office work was completed on December 1, 2019. Source of bearings is based on Farm Road 428 bearings and are noted in volume 478, page 312 and volume 478, page 316.

SAVE AND EXCEPT

LEGAL DESCRIPTION

6.500 ACRES

BEING that certain tract of land situated in the Levi Robinson Survey, Abstract Number 1488, in Denton County, Texas, and being part of that certain tract of land described in deed to Shiney Hiney Partners I recorded in Volume 3435, Page 478, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "GEER" found at the southwest corner of said Shiney Hiney Partners I tract, and being located in the east right-of-way line of Farm-to-Market Road No. 1385 (a variable-width right-of-way), said iron rod also being the northwest corner of that certain tract of land described in deed to Yousef Saadi, Trustee, recorded in Instrument No. 2020-173615, RPRDCT, from which a 1/2-inch iron rod found on said east right-of-way line of Farm-to-Market Road No. 1385 bears South 01°46'55" West, a distance of 2594.72 feet;

THENCE North 02°01'44" East, with said east right-of-way line of Farm-to-Market Road No. 1385, said east right-of-way line according to Right-of-Way Deed to the State of Texas recorded in Volume 348, Page 351, RPRDCT, a distance of 1035.25 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner, from which a 1/2-inch iron rod found on said east right-of-way line of Farm-to-Market Road No. 1385 bears North 02°01'44" East, a distance of 2130.76 feet;

THENCE over and across said Shiney Hiney Partners I tract, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner:

North 89°33'33" East, a distance of 371.84 feet;

South 15°49'12" West, a distance of 412.59 feet;

And South 07°23'49" West, a distance of 645.49 feet, said iron rod being located on the south line of said Shiney Hiney Partners I tract, and the north line of said Yousef Saadi tract, from which a 5/8-inch iron rod found at an interior "ell" corner of said Shiney Hiney Partners I tract bears North 89°53'49" East, a distance of 4533.06 feet;

THENCE South 89°53'49" West, with said south line of the Shiney Hiney Partners I tract, and the north line of said Yousef Saadi tract, a distance of 212.90 feet to the POINT OF BEGINNING, containing an area of 6.500 acres of land.

AND

LEGAL DESCRIPTION

18.000 ACRES

BEING that certain tract of land situated in the Levi Robinson Survey, Abstract Number 1488, and the James H. Melroy Survey, Abstract No. 895, in Denton County, Texas, and being part of that certain tract of land described in deed to Shiney Hiney Partners I recorded in Volume 3435, Page 478, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "BCG 10194538" set on the east right-of-way line of Farm-to-Market Road No. 1385 (a variable-width right-of-way), from which a 1/2-inch iron rod with cap stamped "GEER" found at the southwest corner of said Shiney Hiney Partners I tract, and the northwest corner of that certain tract of land described in deed to Yousef Saadi, Trustee, recorded in Instrument No. 2020-173615, RPRDCT, bears South 02°01'44" West, a distance of 1435.62 feet;

THENCE North 02°01'44" East, with said east right-of-way line of Farm-to-Market Road No. 1385, said east right-of-way line according to Right-of-Way Deed to the State of Texas recorded in Volume 348, Page 351, RPRDCT, a distance of 881.69 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner, from which a 1/2-inch iron rod found on said east right-of-way line of Farm-to-Market Road No. 1385 bears North 02°01'44" East, a distance of 848.70 feet;

、THENCE over and across said Shiney Hiney Partners I tract, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner:

South 89°57'56" East, a distance of 887.66 feet;

South 01°15'05" West, a distance of 873.89 feet;

And South 89°33'33" West, a distance of 899.81 feet to the POINT OF BEGINNING, containing an area of 18.000 acres of land.

EXHIBIT “B”

PROJECT AND FINANCING PLAN TIRZ No. 2

EXHIBIT "C"

REQUEST FOR PAYMENT

The undersigned is an agent for _____ (the "Requestor") and requests payment from the Mobberly 380 Grant Fund of Reinvestment Zone Number Two, City of Pilot Point, Texas ("TIRZ No. 2") from the City of Pilot Point, Texas (the "City") in the amount of \$ _____ (the "Chapter 380 Grant"). All capitalized terms not otherwise defined herein shall have the meaning given to such term in that certain Mobberly TIRZ No. 2 Economic Development Agreement, entered into as of _____, 2022, by and between the City, MM Mobberly 236, LLC, a Texas limited liability company, and MM Mobberly 13, LLC, a Texas limited liability company (the "TIRZ Agreement").

In connection to the above referenced payment, the Requestor represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Requestor, is qualified to execute this Request for Payment on behalf of the Requestor and is knowledgeable as to the matters set forth herein.
2. The Chapter 380 Grant requested has been determined by the TIRZ administrator.
3. The Chapter 380 Grant requested has not been the subject of any prior payment request submitted to the City or, if previously requested, no disbursement was made with respect thereto.
4. The City is hereby instructed to provide the Chapter 380 Grant to the following payee(s) pursuant to the attached wiring instructions.
5. The Developer Obligations as set forth in Section 2.03 of the TIRZ Agreement have been fulfilled.

[REQUESTOR SIGNATURE BLOCK]

By: _____

Name: _____

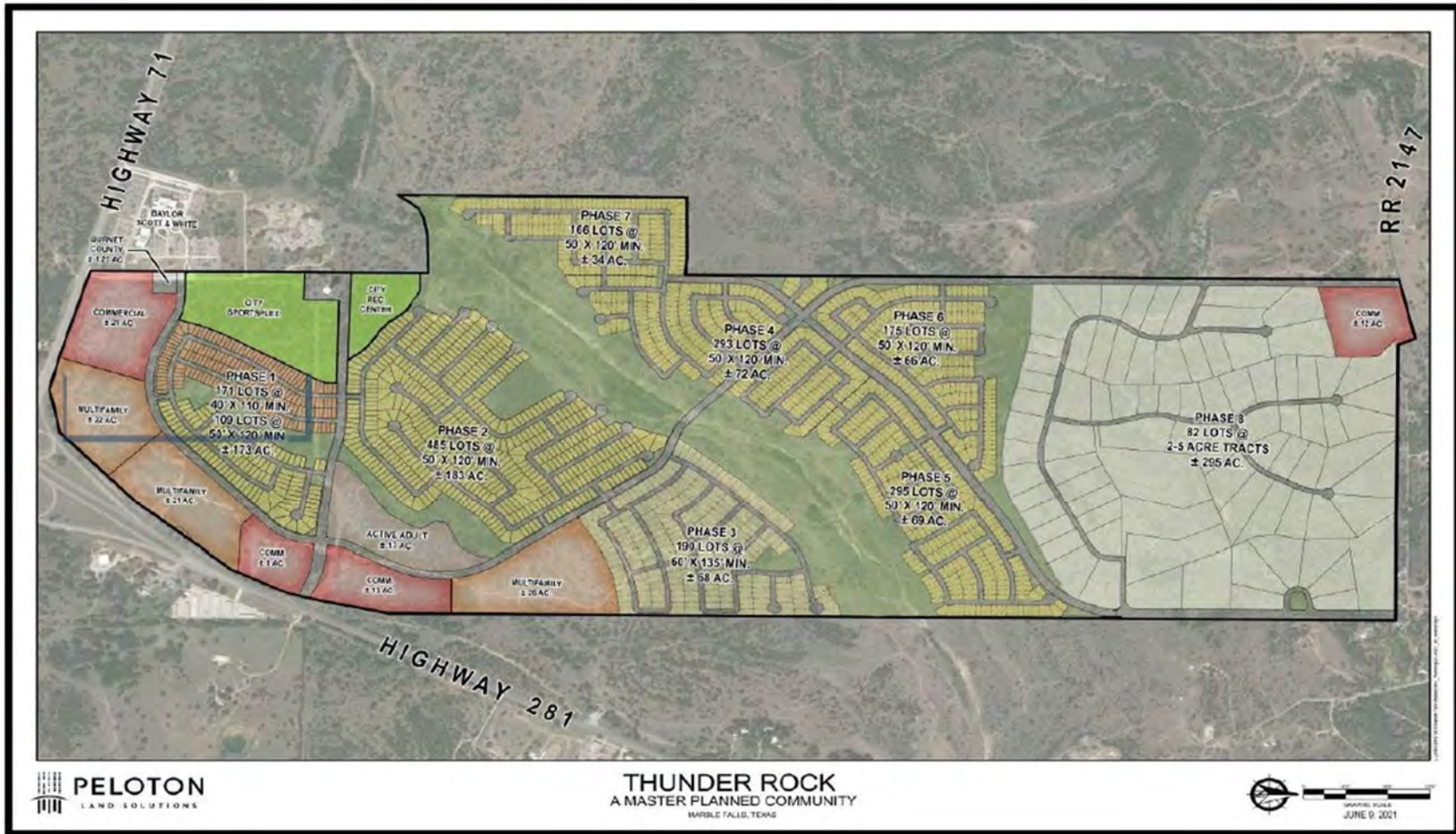
Title: _____

Date: _____

APPENDIX D
MAPS OF THE ZONES

(this page intentionally left blank)

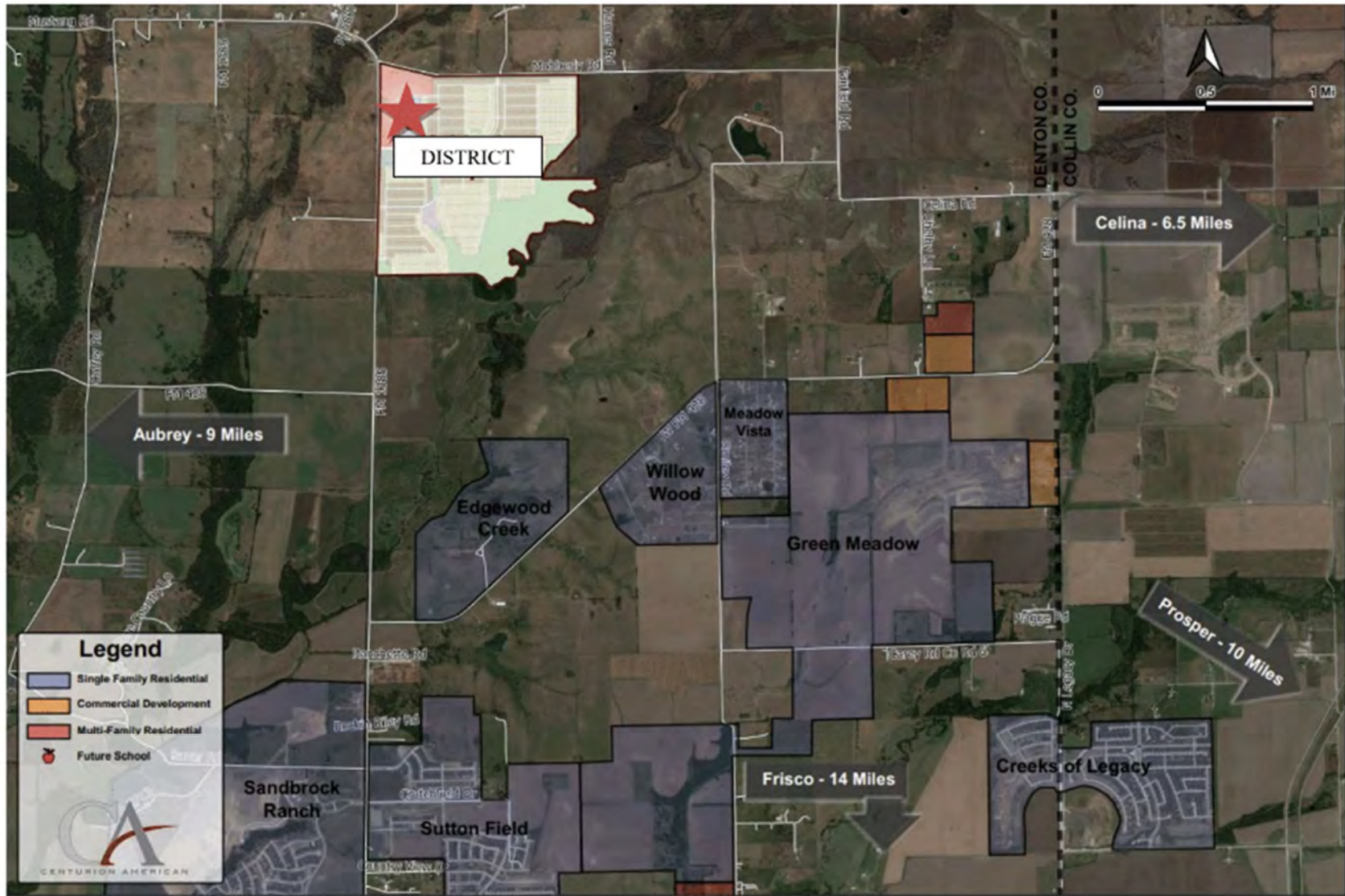
The Thunder Rock Development



The Legacy Hills Development



The Creekview and Mobberly Development

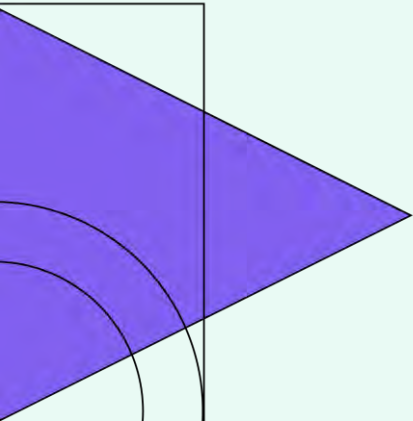
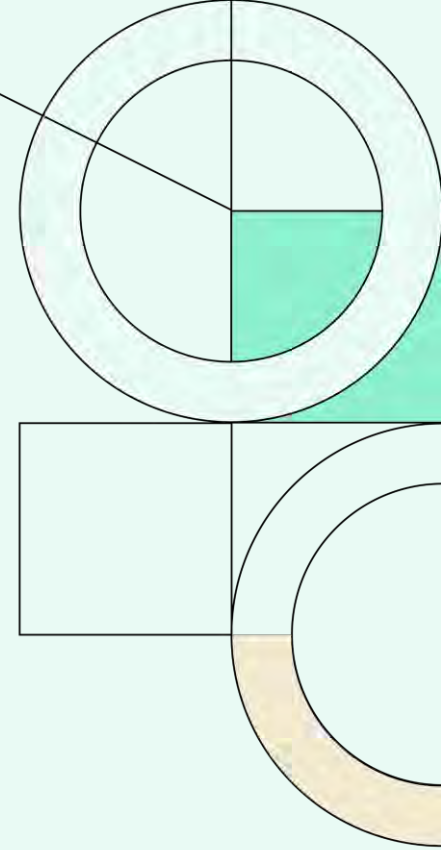


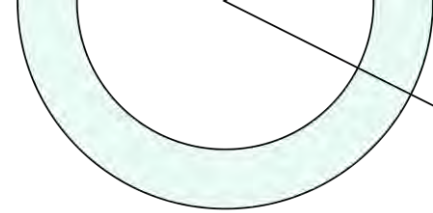
APPENDIX E
THE MARKET STUDIES

(this page intentionally left blank)



Project Overview	4
Key Findings	7
For-Sale Product, Pricing, & Absorption	9
For-Sale Competitive Market Assessment	21
For-Sale Housing Market Analysis	38
Rental Apartments Pricing and Absorption	51
Rental Apartments Competitive Supply	60
Rental Market Conditions	64
Retail Analysis	69
Location Analysis	79
Economic & Demographic Analysis	85
Appendix	94





Background/Objectives, Key Contacts & Limiting Conditions

BACKGROUND & OBJECTIVES

CADG c/o SAMCO Capital (“Client”) is assessing a financing opportunity associated with the Thunder Rock community in Marble Falls, TX. The community will feature 2,036 detached homes on 40’ wide, 50’ wide, and estate lots. In addition, the community is planned to include 924 apartment units and 204,000 square feet of retail development.

Note: This report was completed following the global COVID-19 pandemic, during an aggressive Fed tightening schedule. Our recommendations reflect the most recent data available but are subject to change as the market evolves.

LIMITING CONDITIONS

Client is responsible for representations about the development plans, marketing expectations and for disclosure of any significant information that might affect the ultimate realization of the projected results. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the difference may be material. We have no responsibility to update our report for events and circumstances occurring after the date of our report. Payment of any and all of our fees and expenses is not in any way contingent upon any factor other than our providing services related to this report.

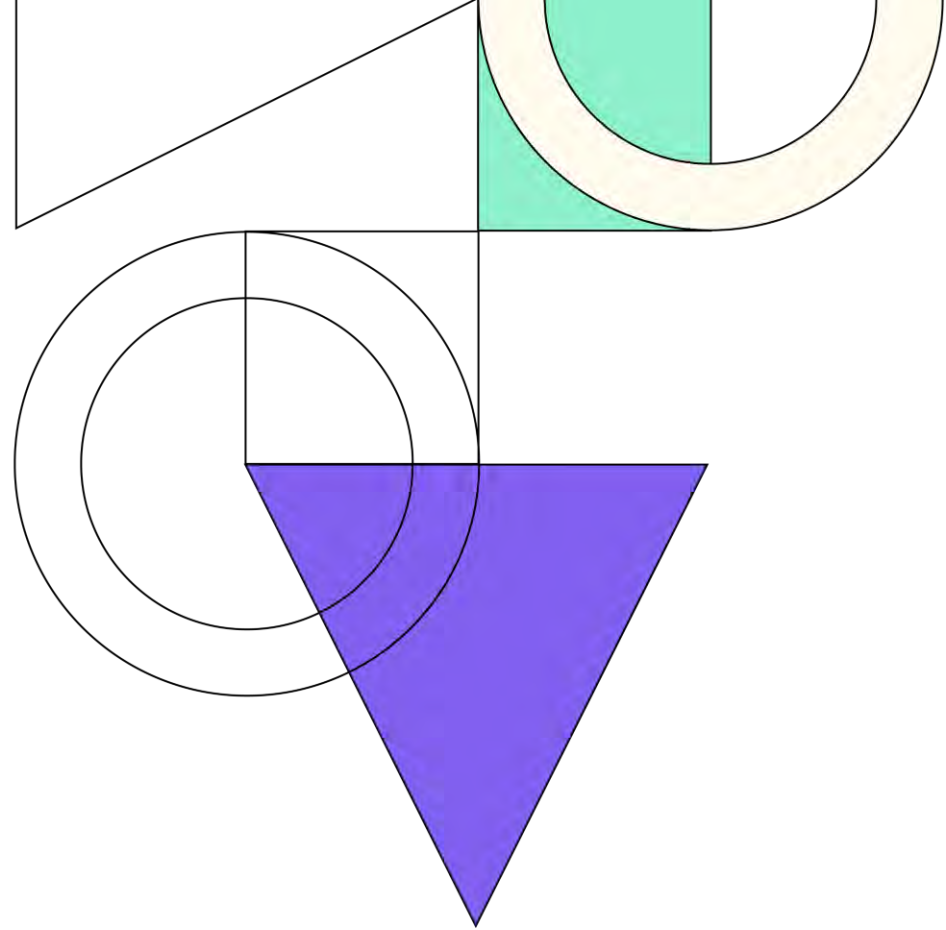
KEY CONTACTS

The following key team members participated on this analysis:

Bryan Glasshagel, Senior Vice President, Mr. Glasshagel has over 23 years of experience in the real estate and banking industries. He regularly directs the analysis of residential and mixed-use communities in Houston and around Texas.

Patrick Lynch, Director, Mr. Lynch has 15 years of experience conducting market studies for a variety of residential product types across the United States and a masters degree in urban planning.

Additional support was provided as needed.

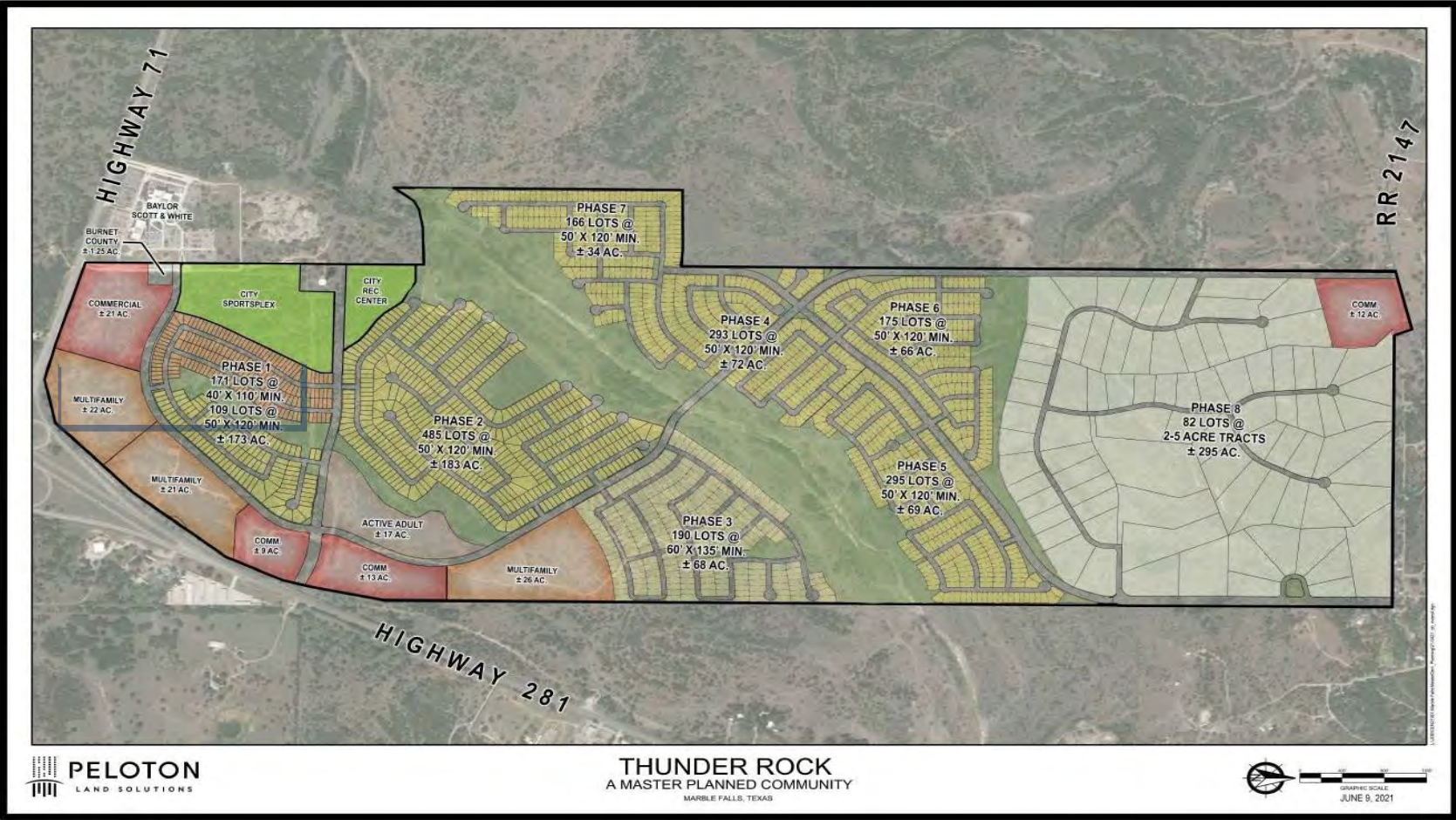


Project Overview

Site Plan & Development Overview

Project Overview

This study assesses the market opportunity for the planned mixed-use development of single-family detached homes, apartments, and retail space known as Thunder Rock (“Subject Property”) in Marble Falls, TX. The Subject Property is situated at the northwest corner of the junction of Highway 71 and Highway 281 (roughly 37 miles northwest of Downtown Austin). The only adjacent use outside of undeveloped land is a Baylor, Scott, and White Medical Center, located at the southwest corner of the Subject Property.



Development Overview

Project Overview

Of the 2,036 detached home lots, 764 were or will be purchased by D.R. Horton and Lennar. The remaining 1,272 lots are still owned by the developer of the Subject Property. Of those purchased by D.R. Horton and Lennar, Zonda estimates (based on a review of public records) that 168 have been sold and delivered to homebuyers as of August 1, 2024. In addition to the single-family lots, the Subject Property will include 924 apartment units and 204,000 square feet of commercial/retail space. For the apartments, 367 units are under construction and nearing completion (known as the Prose at Thunder Rock). Two other projects (240 units and 317 units) are planned.

Total Lot Summary							
	Improvement Area #1			Major Improvement Area			Total
Lot Width	Lennar	D.R. Horton	Developer	Lennar	D.R. Horton	Developer	
40'	86	86	0	0	0	0	172
50'	54	54	0	242	242	930	1,522
60'	0	0	0	0	0	190	190
Estate Lots	0	0	0	0	0	82	82
Active Adult 40'	0	0	0	0	0	70	70
Total	140	140	0	242	242	1,272	2,036

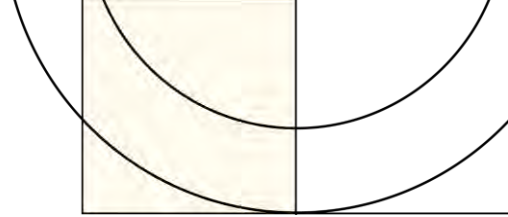
	Multifamily Units	Commercial SF
Imprv. Area 1	607	119,000
Major Imprv. Area	317	85,000
Total	924	204,000

Closed Lots (Delivered to End Users)							
	Improvement Area #1			Major Improvement Area			Total
Lot Width	Lennar	D.R. Horton	Developer	Lennar	D.R. Horton	Developer	
40'	68	52	0	0	0	0	120
50'	14	34	0	0	0	0	48
60'	0	0	0	0	0	0	0
Estate Lots	0	0	0	0	0	0	0
Active Adult 40'	0	0	0	0	0	0	0
Total	82	86	0	0	0	0	168

Remaining Lot Summary							
	Improvement Area #1			Major Improvement Area			Total
Lot Width	Lennar	D.R. Horton	Developer	Lennar	D.R. Horton	Developer	
40'	18	34	0	0	0	0	52
50'	40	20	0	242	242	930	1,474
60'	0	0	0	0	0	190	190
Estate Lots	0	0	0	0	0	82	82
Active Adult 40'	0	0	0	0	0	70	70
Total	58	54	0	242	242	1,272	1,868

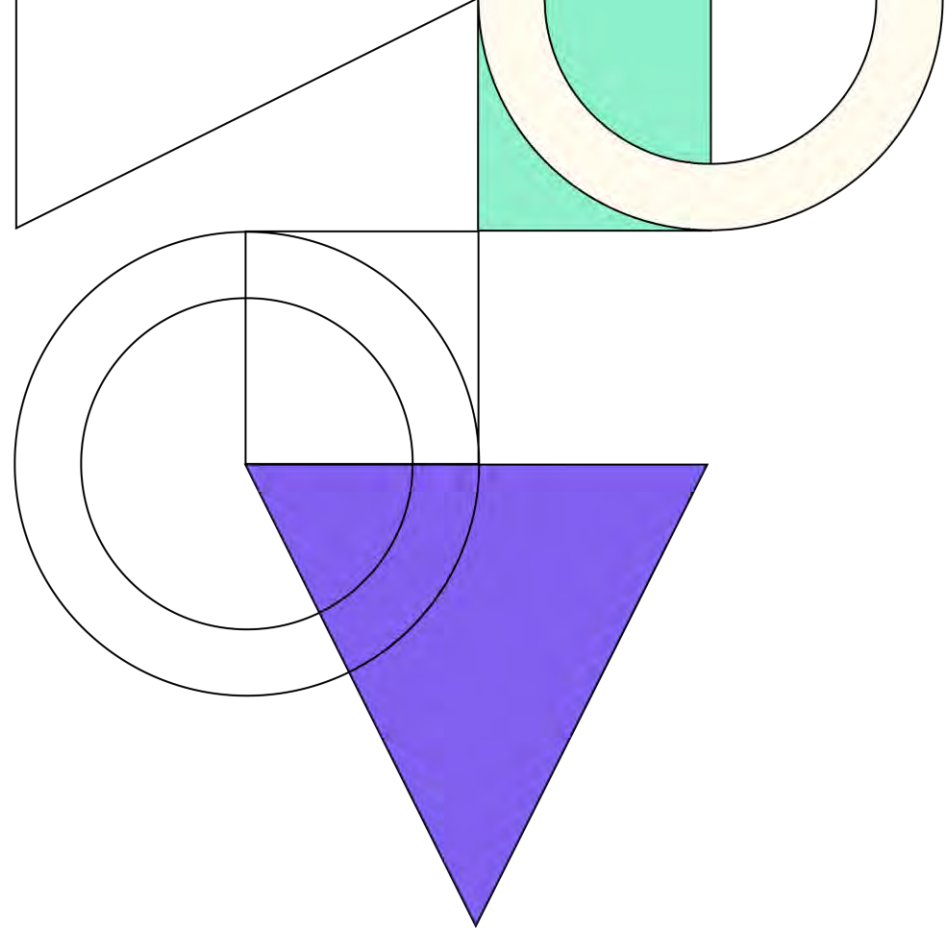
Thunder Rock Site Aerial

Project Overview



Acquisition date - 27 Dec 2023 16:53 UTC - Copyright © Bird.i Ltd. - Image © 2024 CNES / AirbusDS

Key Findings



Summary of Key Conclusions – For Sale Residential

Key Findings

The following bullet points summarize the key findings from our research:

- **Our analysis indicates a strong opportunity exists for the development of the Subject Property.** This is based on several factors:
 - ✓ Strong projected growth in the Austin MSA with the addition of 22,700 new households per year. Additionally, average annual growth in the Marble Falls ISD (CMA) over the next five years is projected to be double the rate of growth from 2020 to 2024.
 - ✓ Stabilizing metro housing market with annual starts up 5.7% YOY and home price declines abating.
 - ✓ Proven demand in the CMA with 168 homes closed at the Subject Property. Additionally, the nearby Gregg Ranch closed 137 homes from 3Q23 to 2Q24 at higher average prices than the Subject Property.
 - ✓ Limited new home competition. Outside of Gregg Ranch, there are no actively-selling communities on production size lots (less than 80' wide) within 10-miles of the Subject Property.
 - ✓ Excellent visibility and access for the Subject Property, a plus for all proposed uses (for-sale, rental, and commercial/retail).
 - ✓ Centurion American's extensive track record of developing successful, large-scale mixed-use communities throughout Texas.
- **The Subject Property continues to face some potential headwinds as well.** Challenges that the community will face include:
 - ✓ Choppy mortgage rates and economic headwinds could impact the new home market in 2024. While new home sales activity has increased and prices are stabilizing (incentives remain high), housing affordability is constrained, some demand and pricing volatility is still expected, and future employment growth / migration trends need to be monitored.
 - ✓ The inventory of homes for sale and listed on the MLS rose sharply in 2024 across the Austin MSA and the CMA. As mortgage rates decline, competition from the existing home market will likely increase (returning to more normalized levels).
 - ✓ The time and distance from the Subject Property to Central Austin is significant. With that said, Marble Falls offers a more attainably priced Hill Country setting, and many residents (buyers and renters) may not be commuting daily back into closer-in areas in Austin.
- ✓ **Based upon the proposed lot sizes and builders, our concluded average base prices per product series for the Subject Property range from \$294,400 to \$730,000 (August 2024 dollars).** Across all 2,036 lots in the Subject Property, we anticipate an average closing price (inclusive of typical spending on options/upgrades, lot premiums, and price impacting incentives) of \$393,505 (\$375,382 excluding estate lots and active-adult homes). Our projected pricing is based on current pricing at the Subject Property and in the CMA and at select active-adult and large lot communities in the broader market. Our pricing conclusions are supported by the average sales price of \$443,900 across all new homes closed in the CMA and recorded by the MLS in the last 90 days.
- **Based on our analysis of absorption at competing programs in the CMA, we expect the Subject Property to achieve peak absorption of 174 sales per year.** That forecast is supported by actual closings at the Subject Property (estimated at 168 from 3Q23 through 2Q24) as well as annual closings at Gregg Ranch (137 closings from 3Q23 through 2Q24).



Summary of Key Conclusions – Apartments

Key Findings

The following bullet points summarize the key findings from our research:

- **Our analysis indicates a strong opportunity exists for the development of the Subject Property.** This is based on several factors:
 - ✓ Strong projected growth in the Austin MSA with the addition of 22,700 new households per year. Additionally, average annual growth in the Marble Falls ISD (CMA) over the next five years is projected to be double the rate of growth from 2020 to 2024.
 - ✓ A relatively strong local apartment market that has experienced higher occupancy and more stable rents than the broader Austin MSA.
 - ✓ Excellent visibility and access for the Subject Property, a plus for all proposed uses (for-sale, rental, and commercial/retail).
 - ✓ Despite a sizable services and construction economy, the CMA has been a historically underserved location for apartments (last new community delivered in 2019).
- **The Subject Property continues to face some potential headwinds as well.** Challenges that the community will face include:
 - ✓ Average effective rents in the Austin MSA have been declining since 2022. While declines were likely after the rapid rent gains in 2021 and 2022, it is possible that the moderation will extend into 2025 amid continued pressure from new supply. However, occupancy rates appear to have stabilized in the MSA and RealPage believes that rents will return to positive growth beginning in 3Q24.
 - ✓ Prose Thunder Rock (367 units), ParcHaus at Mustang Ridge (190 units), and Flatz 830 (264 units) are all likely to deliver in the next four months. This is a large amount of inventory in a relatively small market area that has not seen any new development since 2019. The simultaneous lease-up of these properties could stunt rent growth and lease-up paces (which have already slowed market wide due to a spate of new deliveries). We expect demand will be sufficient to absorb these units and restore the market to balance by 2028.
- **The first apartment community at the Subject Property, known as Thunder Rock, is pre-leasing at an average effective rent of \$1,646 (\$1.67/SF).** Based on our analysis of rents at competing communities, this rent level is reasonable and likely representative of achievable rents at the two future rental communities planned for the Subject Property.
- **We expect apartments at the Subject Property will lease-up at an average pace of 12 units per month.** That estimate is based on the current average lease-up pace among all properties in the Austin MSA. Lease-up paces for the future apartment properties could be faster as the current average is below the long-term average of 17 units per month. Based on our analysis of likely renter demand, we expect the market will be able to support the future apartment properties in 2028. Note that data on lease-up paces in Marble Falls is limited due to a lack of recent new construction.
- **Based on an income approach to value, we expect apartments at the Subject Property would likely have a market value of \$180,000 to \$198,000 per unit.** However, Burnet County appears to value apartments at substantially less than the true market value. We anticipate that Burnet County would likely appraise apartments at the Subject Property at a range of \$125,000 to \$150,000 per unit.



Summary of Key Conclusions – Retail

Key Findings

The following bullet points summarize the key findings from our research:

- **Our analysis indicates a strong opportunity exists for the development of the Subject Property.** This is based on several factors:
 - ✓ Strong projected growth in the Austin MSA with the addition of 22,700 new households per year. Additionally, average annual growth in the Marble Falls ISD (CMA) over the next five years is projected to be double the rate of growth from 2020 to 2024.
 - ✓ Limited retail/services competition within three miles (or more to the east, west, and south).
 - ✓ Excellent visibility and access for the Subject Property, a plus for all proposed uses (for-sale, rental, and commercial/retail).
 - ✓ A strong Austin MSA retail market characterized by very low vacancy (3.0%) and rising rents.
- **The Subject Property continues to face some potential headwinds as well.** Challenges that the community will face include:
 - ✓ While Zonda can substantiate demand for the planned 204,000 square feet of retail by 2034, the total population within a 15-minute drive time of under 20,000 residents through 2028, and relatively limited drive-by traffic volumes, may deter some retailers who prefer a higher population density and/or traffic counts. This applies especially to large stores/anchor tenants.
- **Based on a review of assessed values at other retail properties in Marble Falls, we expect retail development at the Subject Property to be assessed at approximately at \$125/SF.** However, actual values will vary depending on the type and mix of retail/commercial property that is ultimately developed.
- **Based on projections of household growth within three miles of the Subject Property and a larger 15-minute drive time trade area and typical ratios of occupied retail square feet per household, we expect retail demand at the Subject Property could grow at an average pace of approximately 24,600 square feet per year.** At that pace, the entire 204,000 square feet of planned commercial space could be developed by 2032. If other types of commercial uses are included (hotels, medical office, etc.), absorption could be faster. This study only evaluates the retail potential of the Subject Property.

Build-Out Summary

Key Findings

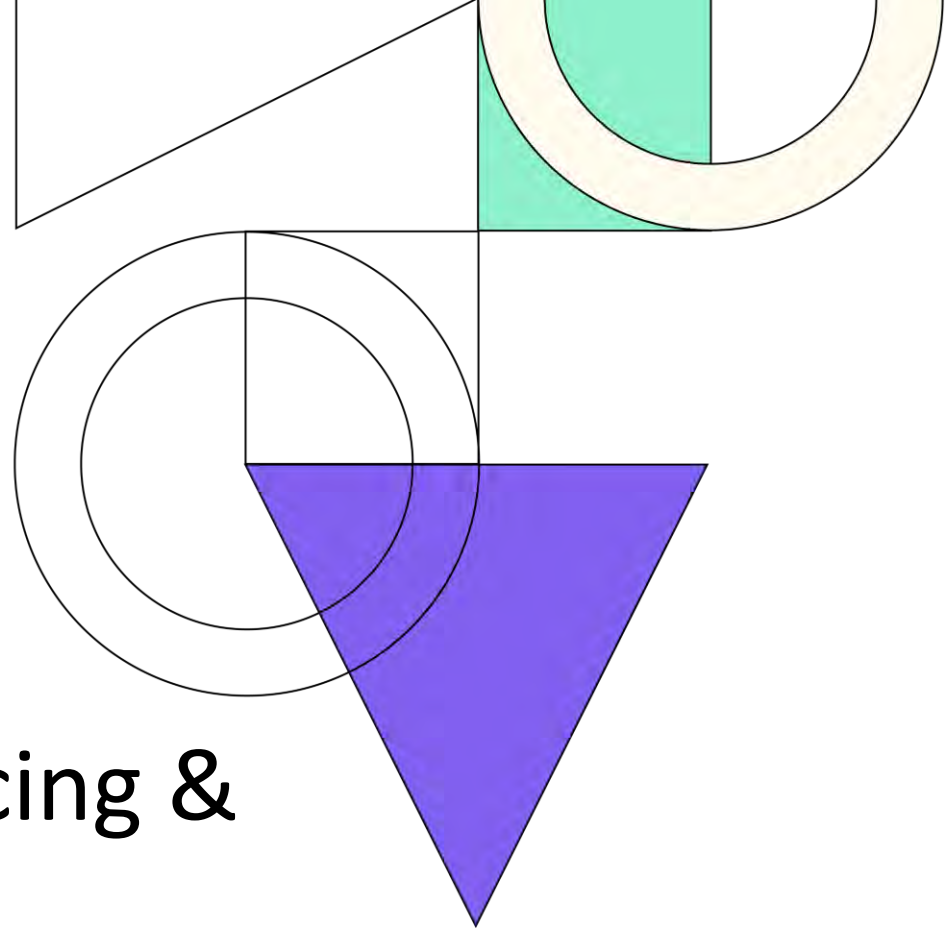
In total, we expect the Subject Property to be completely built-out by 2038 and support a total valuation of \$1.4 billion (nearly 80% of value in-place by 2034). This valuation assumes a 3% annual escalation rate on the retail values. Home prices and apartments are assumed to escalate at slower rates in 2025 and 2026 before also reaching a 3% annual growth rate.

Projected Delivery Schedule (Units or SF)																
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
For-Sale Homes (Production Lots)	76	156	122	138	138	138	138	152	152	152	106	104	90	90	90	42
For-Sale Homes (Estate Lots)				9	12	12	12	13	13	11						
For-Sale Homes (Active Adult)				24	24	22										
Rental Apartments (Units)		367				557										
Retail/Commercial (SF)				24,600	24,600	24,600	24,600	24,600	24,600	24,600	24,600	7,200				

Cumulative Projected Deliveries (Units or SF)																
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
For-Sale Homes (Production Lots)	76	232	354	492	630	768	906	1,058	1,210	1,362	1,468	1,572	1,662	1,752	1,842	1,884
For-Sale Homes (Estate Lots)	0	0	0	9	21	33	45	58	71	82	82	82	82	82	82	82
For-Sale Homes (Active Adult)	0	0	0	24	48	70	70	70	70	70	70	70	70	70	70	70
Rental Apartments (Units)	0	367	367	367	367	924	924	924	924	924	924	924	924	924	924	924
Retail/Commercial (SF)	0	0	0	24,600	49,200	73,800	98,400	123,000	147,600	172,200	196,800	204,000	204,000	204,000	204,000	204,000

Estimated Avg. Home Prices (For-Sale Residential) and Assessed Values (Apartments per Unit and Retail per SF - 3% Annual Escalation)																
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
For-Sale Homes (Production Lots)	\$326,210	\$375,382	\$379,136	\$386,719	\$398,320	\$410,270	\$422,578	\$435,255	\$448,313	\$461,762	\$475,615	\$489,883	\$504,580	\$519,717	\$535,309	\$551,368
For-Sale Homes (Estate Lots)		\$839,500	\$847,895	\$864,853	\$890,798	\$917,522	\$945,048	\$973,400	\$1,002,602	\$1,032,680	\$1,063,660	\$1,095,570	\$1,128,437	\$1,162,290	\$1,197,159	\$1,233,073
For-Sale Homes (Active Adult)		\$358,800	\$362,388	\$369,636	\$380,725	\$392,147	\$403,911	\$416,028	\$428,509	\$441,364	\$454,605	\$468,244	\$482,291	\$496,760	\$511,662	\$527,012
Rental Apartments (Units)		\$137,500	\$137,500	\$137,500	\$140,250	\$144,458	\$148,792	\$153,256	\$157,854	\$162,590	\$167,468	\$172,492	\$177,667	\$182,997	\$188,487	\$194,142
Retail/Commercial (SF)		\$125	\$129	\$133	\$137	\$141	\$145	\$149	\$153	\$158	\$163	\$168	\$173	\$178	\$183	\$188

Cumulative Values																
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
For-Sale Homes (Production Lots)	\$24,791,960	\$87,088,624	\$134,214,080	\$190,265,520	\$250,941,658	\$315,087,126	\$382,855,474	\$460,499,917	\$542,458,456	\$628,920,057	\$698,202,851	\$770,096,818	\$838,611,920	\$910,544,841	\$986,038,987	\$1,038,777,620
For-Sale Homes (Estate Lots)	\$0	\$0	\$0	\$7,783,676	\$18,706,768	\$30,278,241	\$42,527,165	\$56,457,174	\$71,184,710	\$84,679,726	\$87,220,118	\$89,836,722	\$92,531,823	\$95,307,778	\$98,167,012	\$101,112,022
For-Sale Homes (Active Adult)	\$0	\$0	\$0	\$8,871,258	\$18,274,792	\$27,450,260	\$28,273,768	\$29,121,981	\$29,995,641	\$30,895,510	\$31,822,375	\$32,777,047	\$33,760,358	\$34,773,169	\$35,816,364	\$36,890,855
Rental Apartments	\$0	\$50,462,500	\$50,462,500	\$50,462,500	\$51,471,750	\$133,479,192	\$137,483,808	\$141,608,544	\$145,857,096	\$150,233,160	\$154,740,432	\$159,382,608	\$164,164,308	\$169,089,228	\$174,161,988	\$179,387,208
Retail/Commercial	\$0	\$0	\$0	\$3,271,800	\$6,740,400	\$10,405,800	\$14,268,000	\$18,327,000	\$22,582,800	\$27,207,600	\$32,078,400	\$34,272,000	\$35,292,000	\$36,312,000	\$37,332,000	\$38,352,000
Totals:	\$24,791,960	\$137,551,124	\$184,676,580	\$260,654,754	\$346,135,368	\$516,700,619	\$605,408,216	\$706,014,616	\$812,078,702	\$921,936,054	\$1,004,064,177	\$1,086,365,194	\$1,164,360,410	\$1,246,027,016	\$1,331,516,351	\$1,394,519,704
% of 2038 Assessed Value:	1.8%	9.9%	13.2%	18.7%	24.8%	37.1%	43.4%	50.6%	58.2%	66.1%	72.0%	77.9%	83.5%	89.4%	95.5%	100.0%



For-Sale Product, Pricing & Absorption

Projected Pricing – Subject Property

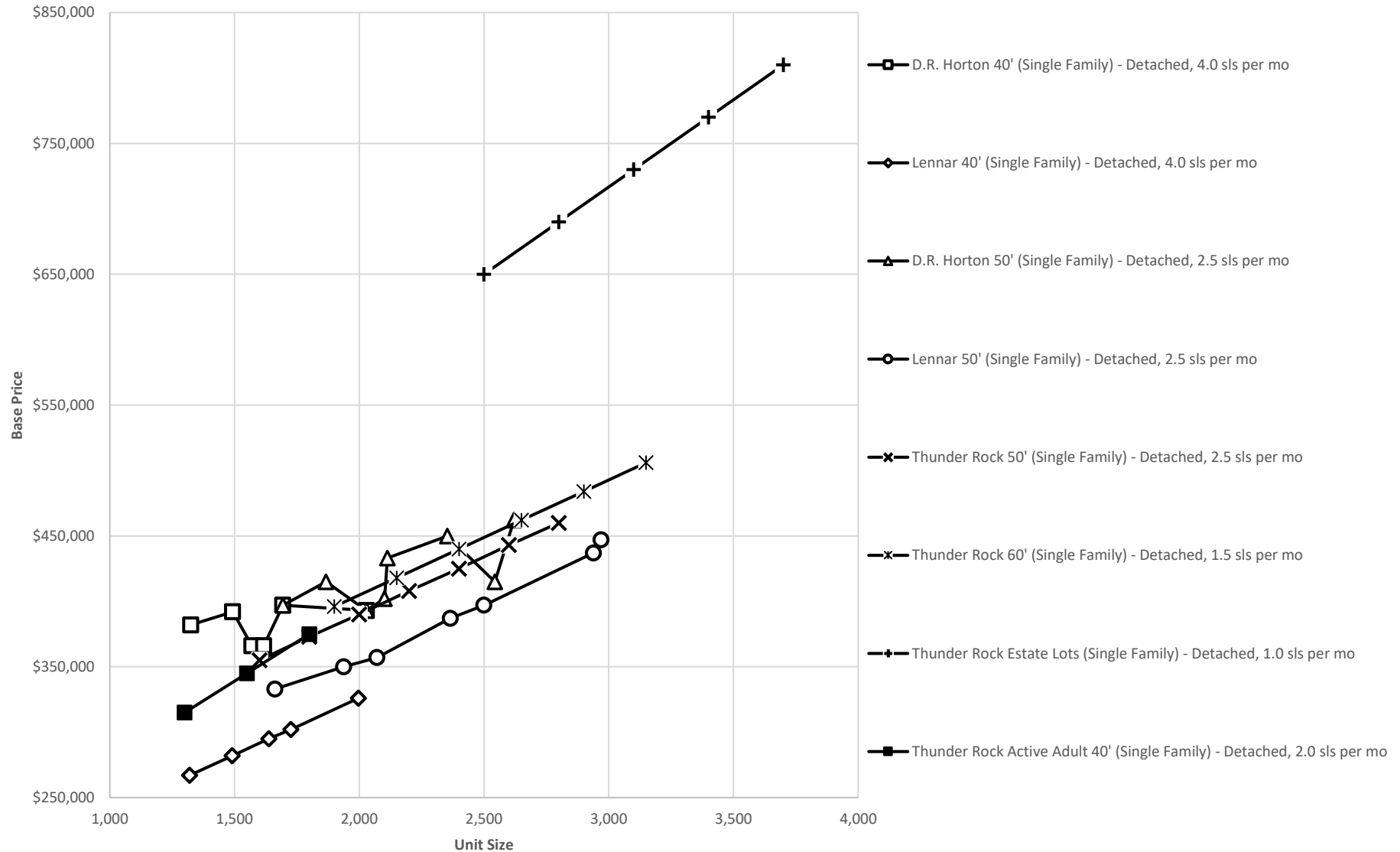
Product, Pricing, and Absorption

Across all builder programs in the Subject Property, we expect an average base price of \$415,624 and an average closing price of \$393,505 (inclusive of spending on options/upgrades, lot premiums, and price-impacting incentives) as of August 2024. Average base prices among individual programs range from \$294,400 (Lennar 40' wide lot product) to \$730,000 (estate lot product). Our conclusions regarding projected home prices, incentives, lot premiums, and spending on options/upgrades are based on analysis of the competitive supply (shown on pages 21 to 37). Pricing on all Lennar and D.R. Horton programs is based on currently listed prices at these programs, which Zonda has determined are reasonable relative to the actively-selling competition.

				# of Units	Est % of Total Units	— Incentives —				— Typical Spending —		Estimated Closing Price	Existing Closing \$/SF	Est. Sales Rate
Ref	Project/Subdivision	Type	Configuration			Average Unit Size	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums			
A	D.R. Horton 40'	Single Family	Detached	86	4%	1,621	\$382,667	\$34,433	\$0	\$0	\$3,833	\$352,067	\$217	4.00
B	Lennar 40'	Single Family	Detached	86	4%	1,634	\$294,400	\$26,500	\$0	\$0	\$2,960	\$270,860	\$166	4.00
C	D.R. Horton 50'	Single Family	Detached	296	15%	2,167	\$420,954	\$37,907	\$0	\$0	\$4,213	\$387,260	\$179	2.50
D	Lennar 50'	Single Family	Detached	296	15%	2,349	\$386,847	\$34,800	\$0	\$0	\$3,886	\$355,933	\$152	2.50
E	Thunder Rock 50'	Single Family	Detached	930	46%	2,200	\$407,714	\$36,714	\$0	\$0	\$4,086	\$375,086	\$170	2.50
F	Thunder Rock 60'	Single Family	Detached	190	9%	2,525	\$451,000	\$40,583	\$0	\$31,567	\$4,517	\$446,500	\$177	1.50
G	Thunder Rock Estate Lots	Single Family	Detached	82	4%	3,100	\$730,000	\$14,600	\$0	\$102,200	\$21,900	\$839,500	\$271	1.00
H	Thunder Rock Active Adult 40'	Single Family	Detached	70	3%	1,550	\$345,000	\$17,300	\$0	\$27,600	\$3,500	\$358,800	\$231	2.00
Community Summary				2,036	100%	2,213	\$415,624	\$34,885	\$0	\$8,011	\$4,755	\$393,505	\$177	20.00

Projected Pricing – Subject Property

Product, Pricing, and Absorption



Price Appreciation – Subject Property

Product, Pricing, and Absorption

We expect average home prices at the Subject Property will remain flat for the remainder of 2024, increase 1.0% in 2025, 2.0% in 2026, and 3.0% per year 2027 and beyond. While this is more optimistic than Zillow (forecasting a 2.7% decline in the “typical home value” over the next year), it is similar to Moody’s, which is essentially forecasting flat growth in the median price of an existing homes in the Austin MSA in 2025 and 2026. Our data shows that prices for new homes have largely stabilized in the Austin MSA since May.

Ref	Project/Subdivision	Type	Configuration	# of Units	Average Total Price	2024 0.0%	2025 1.0%	2026 2.0%	2027 3.0%	2028 3.0%	2029 3.0%	2030 3.0%	2031 3.0%	2032 3.0%	2033 3.0%	2034 3.0%	2035 3.0%	2036 3.0%	2037 3.0%	2038 3.0%
1	D.R. Horton 40'	Single Family	Detached	86	\$352,067	\$352,067	\$355,587	\$362,699	\$373,580	\$384,787	\$396,331	\$408,221	\$420,468	\$433,082	\$446,074	\$459,456	\$473,240	\$487,437	\$502,060	\$517,122
2	Lennar 40'	Single Family	Detached	86	\$270,860	\$270,860	\$273,569	\$279,040	\$287,411	\$296,034	\$304,915	\$314,062	\$323,484	\$333,188	\$343,184	\$353,479	\$364,084	\$375,006	\$386,257	\$397,844
3	D.R. Horton 50'	Single Family	Detached	296	\$387,260	\$387,260	\$391,132	\$398,955	\$410,924	\$423,251	\$435,949	\$449,027	\$462,498	\$476,373	\$490,664	\$505,384	\$520,546	\$536,162	\$552,247	\$568,814
4	Lennar 50'	Single Family	Detached	296	\$355,933	\$355,933	\$359,492	\$366,682	\$377,682	\$389,013	\$400,683	\$412,704	\$425,085	\$437,838	\$450,973	\$464,502	\$478,437	\$492,790	\$507,574	\$522,801
5	Thunder Rock 50'	Single Family	Detached	930	\$375,086	\$375,086	\$378,837	\$386,413	\$398,006	\$409,946	\$422,244	\$434,912	\$447,959	\$461,398	\$475,240	\$489,497	\$504,182	\$519,307	\$534,886	\$550,933
6	Thunder Rock 60'	Single Family	Detached	190	\$446,500	\$446,500	\$450,965	\$459,984	\$473,784	\$487,997	\$502,637	\$517,716	\$533,248	\$549,245	\$565,723	\$582,694	\$600,175	\$618,180	\$636,726	\$655,828
7	Thunder Rock Estate Lots	Single Family	Detached	82	\$839,500	\$839,500	\$847,895	\$864,853	\$890,798	\$917,522	\$945,048	\$973,400	\$1,002,602	\$1,032,680	\$1,063,660	\$1,095,570	\$1,128,437	\$1,162,290	\$1,197,159	\$1,233,073
8	Thunder Rock Active Adult 40'	Single Family	Detached	70	\$358,800	\$358,800	\$362,388	\$369,636	\$380,725	\$392,147	\$403,911	\$416,028	\$428,509	\$441,364	\$454,605	\$468,244	\$482,291	\$496,760	\$511,662	\$527,012
Community Summary				2,036	\$393,505	\$393,505	\$397,440	\$405,389	\$417,551	\$430,077	\$442,979	\$456,269	\$469,957	\$484,056	\$498,577	\$513,535	\$528,941	\$544,809	\$561,153	\$577,988

Zonda’s data on base pricing of individual floorplans shows that prices are stabilizing in the Austin MSA. While average prices for the same floorplan dipped 1.1% from July 2023 to July 2024, they increased by 0.2% from May to June 2024 and were flat from June to July. Most floorplans saw no price change from May to June and from June to July.

Price Direction	5/24 vs. 4/24	6/24 vs. 5/24	7/24 vs. 6/24	7/24 vs. 7/23
Increase	22%	33%	24%	42%
Flat	68%	59%	67%	12%
Decrease	10%	7%	9%	46%
Avg. \$ Change	-0.1%	0.2%	0.0%	-1.1%
Floorplans	1,688	1,384	1,307	946

Marketing and Absorption Assumptions – Subject Property

Product, Pricing, and Absorption

Based on the planned mix of lot sizes at the Subject Property, our pricing conclusions, and our analysis of absorption at competing communities in the CMA, we expect that the Subject Property will sell-out completely by 2038. At its peak (2027), we expect the Subject Property to sell 174 units per year. Each builder program is projected to sell an average of 0.75 to 4.0 homes per month, increasing by 10% in 2030 and beyond due to the outward push of growth from the Austin MSA and the likely presence of more retail/services in the area. Further, we expect average sales rates to increase as individual programs sell out, concentrating demand on the remaining programs. Ultimately, we expect the final home closings at the Subject Property to occur in 2038.

Ref	Project/Subdivision	Type	Configuration	# of Units	Average Mo./Pace	Builder Programs	2023	Jan.-Jul. 2024	Aug.-Dec. 2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
1	D.R. Horton 40'	Single Family	Detached	86	4.00	1	26	26	20	14													
2	Lennar 40'	Single Family	Detached	86	4.00	1	32	36	18														
3	D.R. Horton 50'	Single Family	Detached	296	2.50	1	18	16	13	30	30	30	30	30	33	33	33	0					
4	Lennar 50'	Single Family	Detached	296	2.50	1	0	14	13	30	30	30	30	30	33	33	33	20					
5	Thunder Rock 50'	Single Family	Detached	930	2.50	2	0	0		30	60	60	60	60	66	66	66	66	84	90	90	90	42
6	Thunder Rock 60'	Single Family	Detached	190	1.50	1	0	0		18	18	18	18	18	20	20	20	20	20				
7	Thunder Rock Estate Lots	Single Family	Detached	82	1.00	1	0	0		9	12	12	12	12	13	13	11						
8	Thunder Rock Active Adult 40'	Single Family	Detached	70	2.00	1	0	0		24	24	22											
Community Summary				2,036	20.00		76	92	64	122	171	174	172	150	165	165	163	106	104	90	90	90	42

Our hypothetical build-out of the Subject Property has several underlying marketing assumptions:

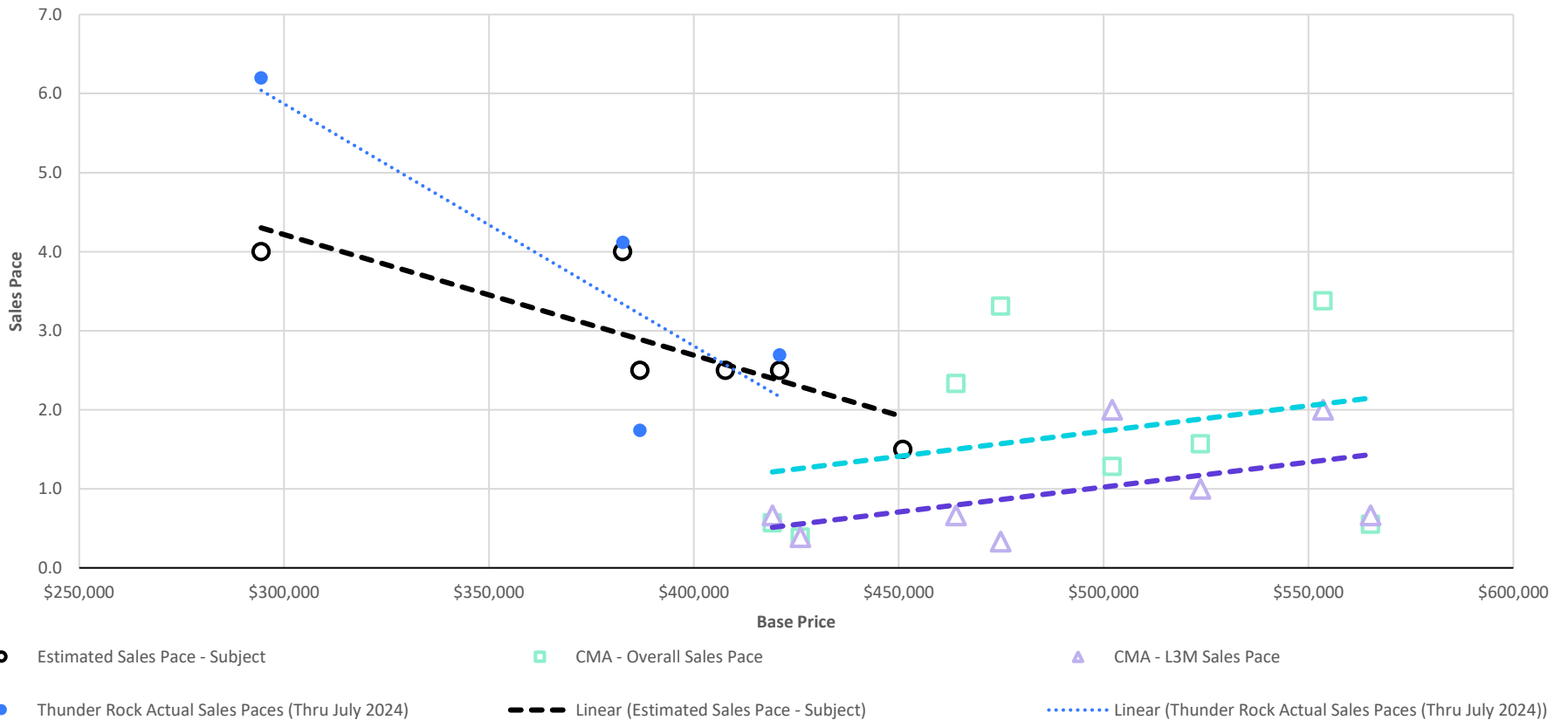
- ☐ Inclusion of appropriately segmented and priced product series that limits the potential for internal cannibalization of sales.
- ☐ Lot development and delivery pace that keeps up with the projected build-out schedule.
- ☐ A regional marketing program with staffed models and regular business hours.
- ☐ Continued positive employment and household growth across the Austin MSA.

At a peak of 174 sales per year, the Subject Property would rank as the most active community in the CMA and 24th most active community in the Austin MSA (tied with Gregg Ranch - the nearest comparable property in Marble Falls).

Projected Absorption per Program – (Production Lots)

Product, Pricing, and Absorption

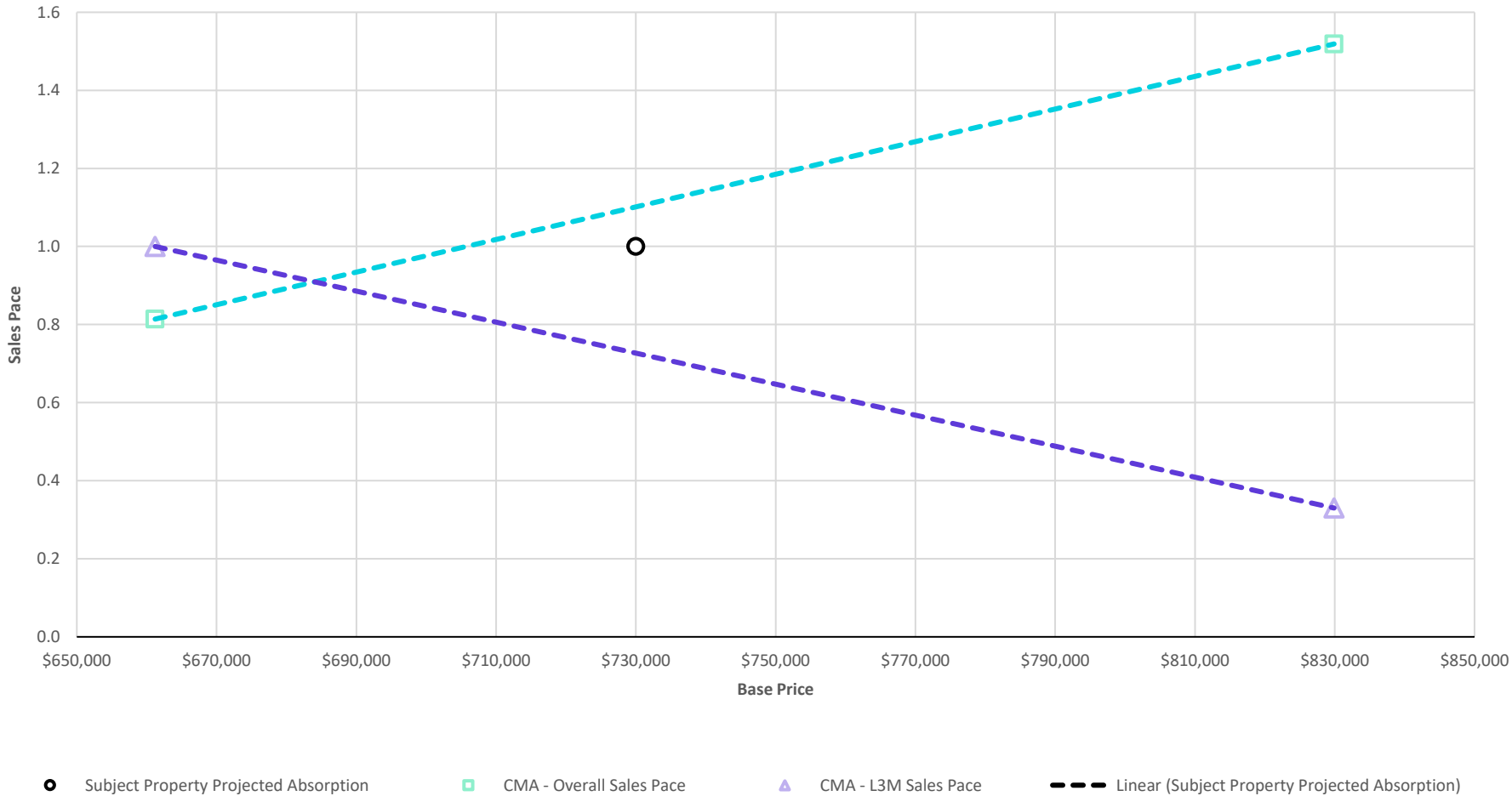
Our projected average absorption per builder program at the Subject Property (shown in black) is plotted against actual absorption at the surveyed competitors (excluding the estate lots and active adult program), shown in green (overall) and in purple (last 3 months). Actual absorption at D.R. Horton and Lennar’s active programs at Thunder Rock through July 2024 is shown in blue. While our projected absorption paces lie above that of the competition, they are well-supported by actual absorption at the Subject Property. Moreover, the Subject Property’s traditional home lots are the most affordable in the CMA (lower priced homes typically sell at a faster pace than higher priced homes).



Projected Absorption per Program – Estate Lots

Product, Pricing, and Absorption

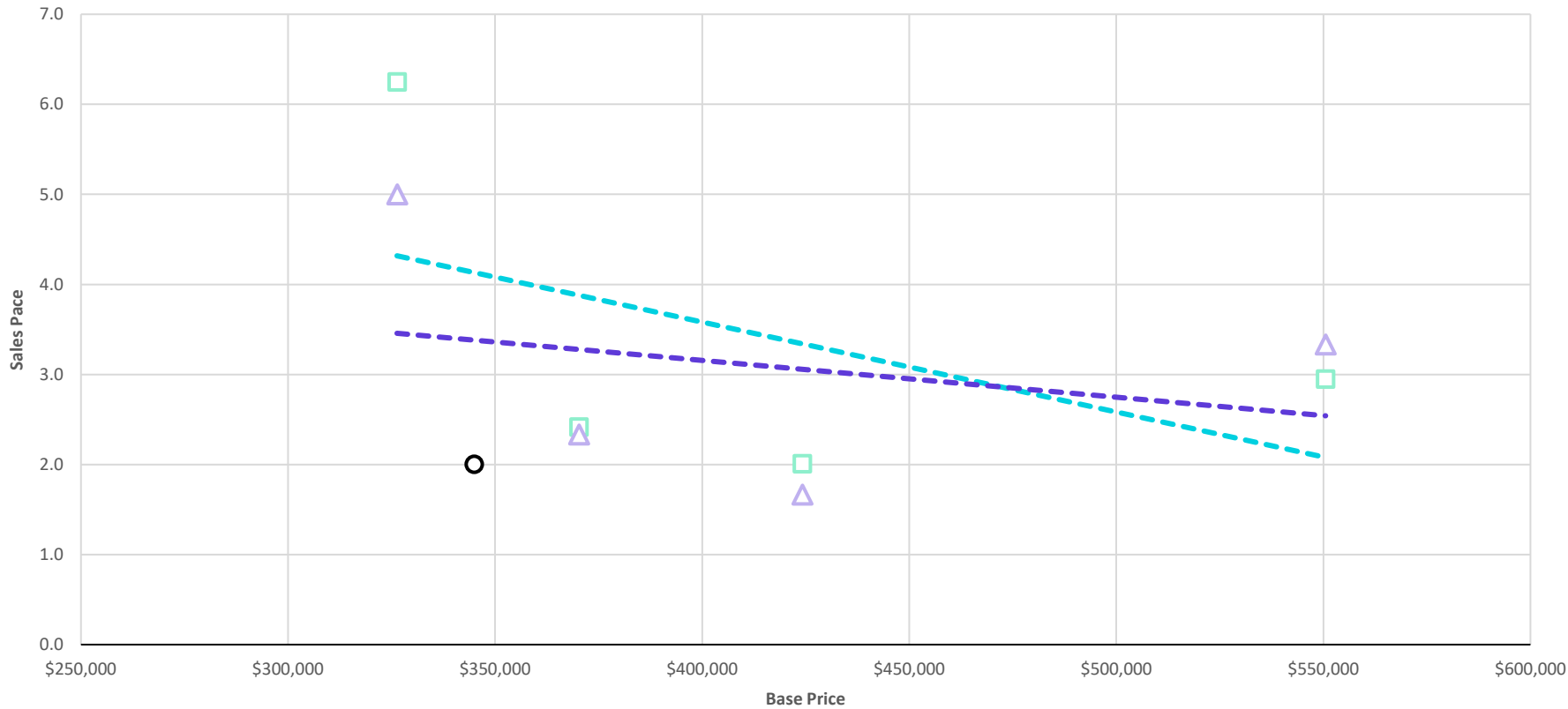
The small number of large lot communities in the CMA limits the value of any trendline analysis. However, on average the two surveyed programs (Spicewood Trails and Rees Landing Estates) have sold approximately 1.2 homes each per month. Our projected pace of 1.0 sales per month at the Subject Property appears reasonable.



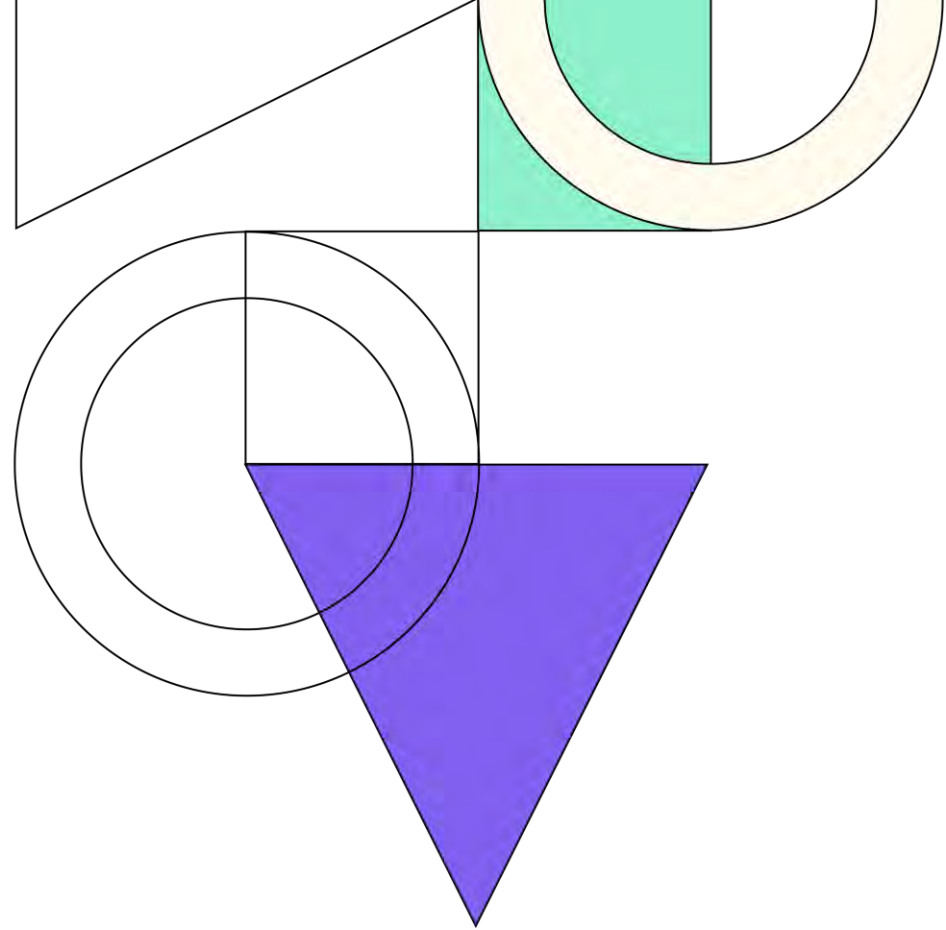
Projected Absorption per Program – Active Adult

Product, Pricing, and Absorption

Overall absorption at the surveyed active adult communities ranged from 2.0 to 3.0 sales per month (shown in green below). Absorption over the last three months (purple) has been similar. Our projected long-term average absorption of 2.0 sales per month for the Subject Property falls at the low end of the surveyed programs, which is reasonable considering the Subject’s further out location. While further out, the Subject Property offers an attainably priced Hill Country setting and excellent access to services (including medical).



● Subject Property Projected Absorption ■ CMA - Overall Sales Pace ▲ CMA - L3M Sales Pace --- Linear (Subject Property Projected Absorption)

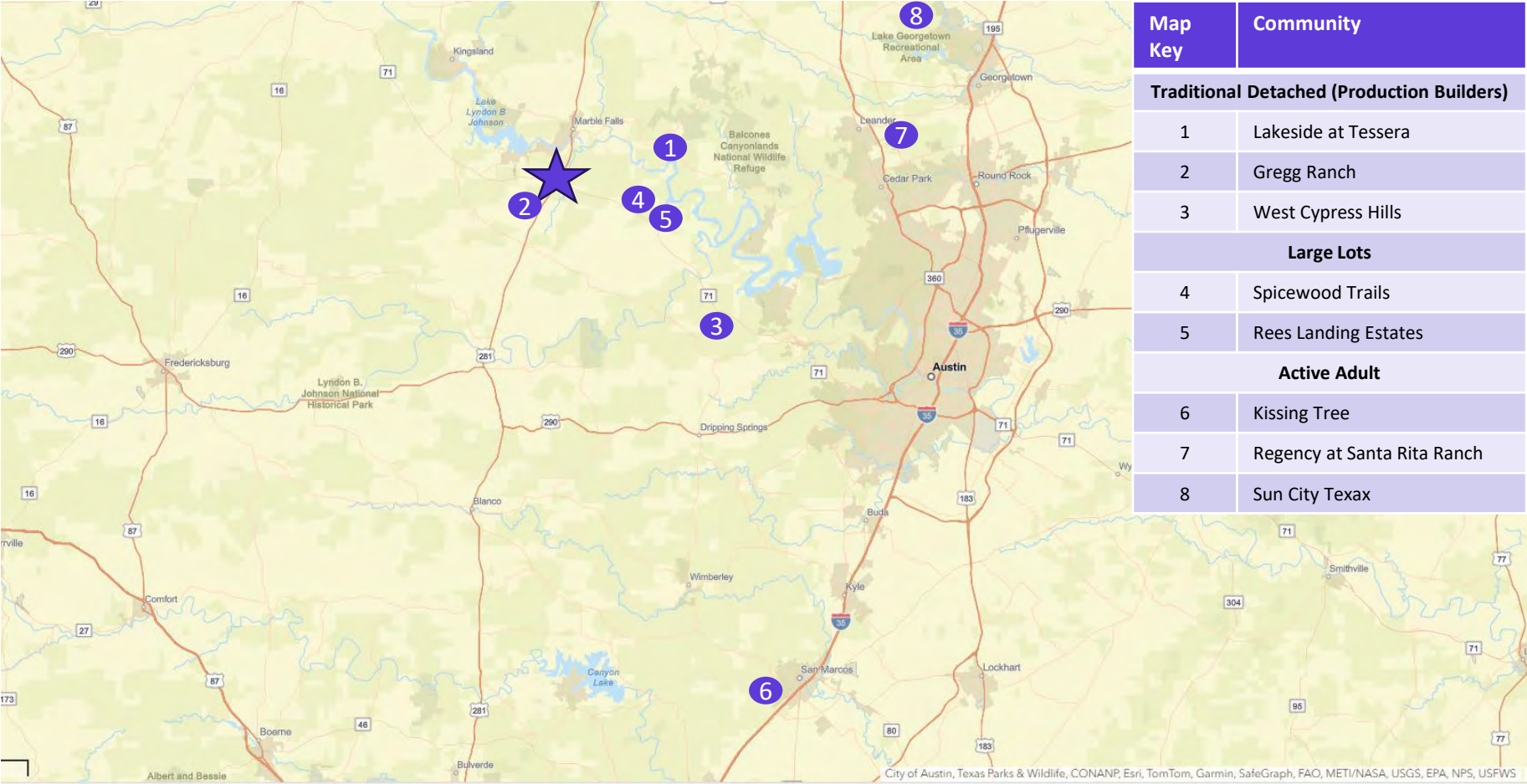


For-Sale Competitive Market Assessment

Location of Surveyed New Home Communities

For-Sale Competitive Market Assessment

We identified 14 builder programs in eight communities to guide our pricing and absorption conclusions (in addition to historical performance at the Subject Property itself). Due to the lack of nearby active-adult communities, options from the wider Austin MSA are used to estimate performance at the Subject Property.



Competitive Supply Summary

For-Sale Competitive Market Assessment

New home base prices at surveyed communities range from \$315,000 to \$830,000 The performance of the following select communities in the CMA guided our pricing and absorption conclusions for the Subject Property:

Traditional Detached Homes (Production Builder Lots)

- ❑ **Lakeside at Lake Tessera (\$400,000 to \$620,000)** – An amenitized master-planned community in Lago Vista with access to Lake Travis. Saratoga and Highland Homes are currently active on 40' to 50' wide lots. Larger lots up to 100' wide are available from other builders. Across all lot sizes and programs Lakeside at Lake Tessera started 49 and closed 44 homes from 3Q23 through 2Q24.
- ❑ **Gregg Ranch (\$345,000 to \$508,000)** – A community in Marble Falls of 50' and 60' wide lots with planned amenities. Pulte recently sold out of its program on 60' wide lots in July (average pace of 2.2/month), leaving Richmond American as the only active builder.
- ❑ **West Cypress Hills (\$510,000 to \$593,000)** – A maturing master-planned community in Spicewood with amenities (began sales in 2004). Pulte (65' wide lots) is currently the only active builder. From 3Q23 through 2Q24, Pulte started 34 homes and closed 35 at West Cypress Hills. Pulte is currently offering a discount of \$70,000 to \$85,000 off inventory homes.

Large Lots

- ❑ **Spicewood Trails (\$830,000)** – A community of 1.0-acre lots in Spicewood with minimal amenities. Terrata has one inventory home remaining out of 50 lots (began selling in late 2021 - averaging 1.5 sales per month). Custom builds are also available at this community.
- ❑ **Rees Landing – (\$599,000 to \$708,000)** – A community of 1.0-acre lots in Spicewood with minimal amenities. David Weekley is the only active builder and has sold 15 homes since sales began in February 2023 (0.8/month). No incentives are currently offered.

Active-Adult

- ❑ **Kissing Tree (\$325,000 to \$668,000)** – An entirely age-restricted, golf-oriented, master-planned community in San Marcos. Brookfield offers detached homes, townhouses, and condominiums for sale (prices are for townhouses and 50' wide lots).
- ❑ **Regency at Santa Rita Ranch (\$367,000 to \$463,000)** – An active adult section within the larger Santa Rita Ranch master-planned community in Liberty Hill. Toll Brothers is active on 50', 60', and 70' wide lots (prices shown are 50' wide lots only). On 50' wide lots, Toll Brothers averaged 2.0 sales per month since opening in January 2022.
- ❑ **Sun City Texas (\$315,000 to \$335,000)** – A very large active-adult community in Georgetown by Del Webb. On 40' wide lots, Del Webb closed 56 homes from 3Q23 through 2Q24 (prices shown are 40' wide lots only).

Competitive Supply Summary – Production For-Sale Homes

Competitive Market Assessment

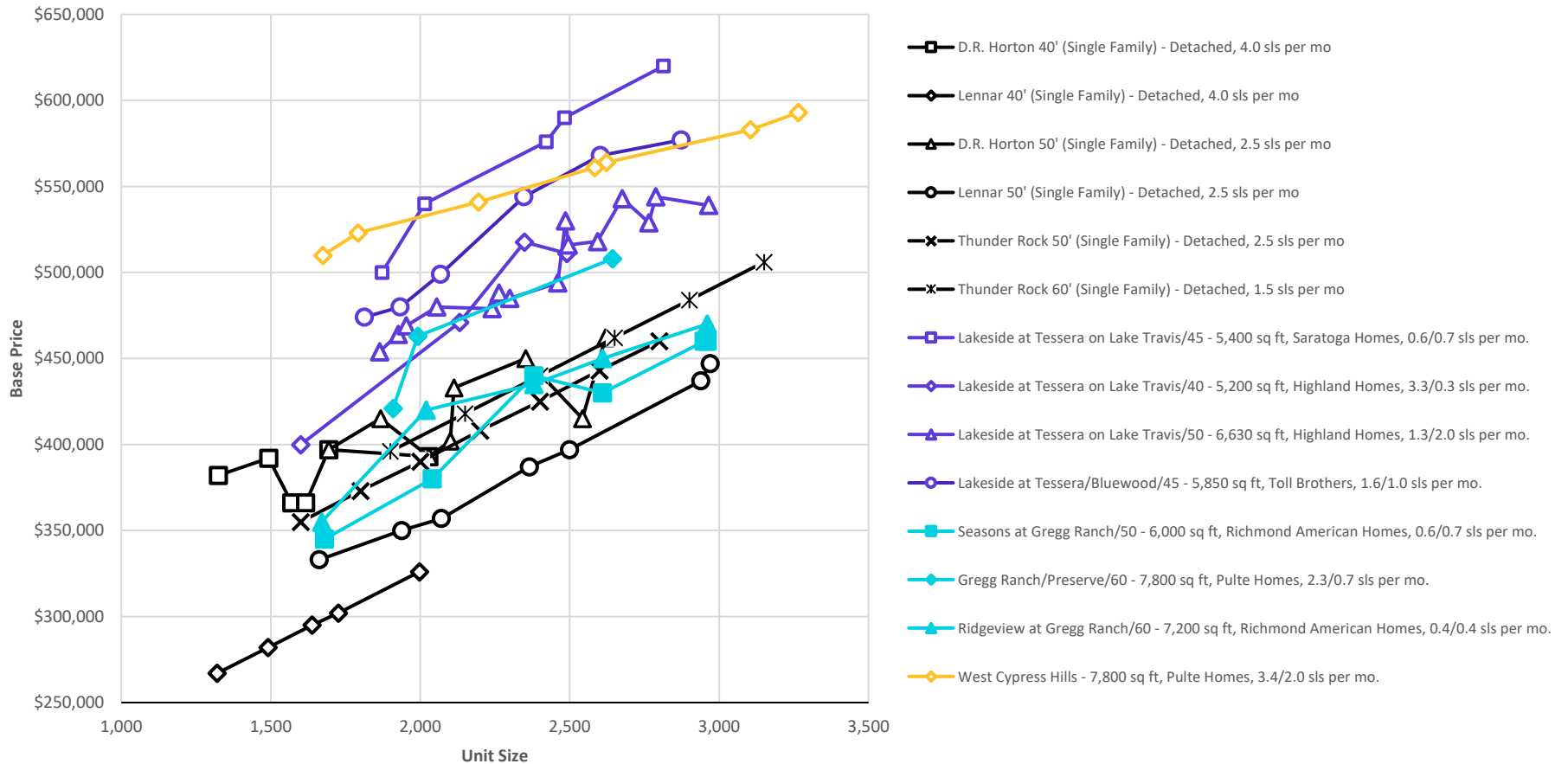
The average base price across all surveyed production builder programs is \$491,100. With typical spending on options/upgrades and lot premiums included, as well as price affecting incentives, we estimate the average closing price to be very similar at \$520,500. All builders are offering incentives towards closing costs with some also offering significant “flex cash” incentives that could affect the purchase price. The two active builders at the Subject Property, Lennar and D.R. Horton, typically target entry-level buyers and price their homes accordingly. As such, current average base prices at D.R. Horton (\$383,000 for 40’ wide lots and \$421,000 for 50’ wide lots) and Lennar (\$294,000 for 40’ wide lots and \$387,000 for 50’ wide lots) fall below prices at the surveyed communities. Lennar and D.R. Horton are currently offering significant discounts (roughly 9% to 10% of base prices) on the purchase price of new homes at Thunder Rock. Our projections assume those incentives will continue. Note that Pulte’s program at Gregg Ranch sold out in July 2024.

Ref	Community - Builder	City/Master Plan*	Config.	Total Units	Contracts/		Avg. Unit Size	Base Price	— Incentive —		— Typ. Spend. —		Est. Closing Price	Est. Closing \$/SF	Closing \$/Incentive	— Pymt Imp. —		
					Sales Pace	L3M SP			Price Reduc.	Opt. / Upgrd.	Opt. / Upgrd.	Lot Prem.				Mo. HOA	Tax	Mo. Paymnt
1	Lakeside at Tessera on Lake Travis/45 - Saratoga Homes	Tessera on Lake Travis*	5,400	26	0.55	0.67	2,321	\$565,150	\$0	\$0	\$39,561	\$5,652	\$610,362	\$266	-\$10,000	\$78	2.9%	\$4,812
2	Lakeside at Tessera on Lake Travis/40 - Highland Homes	Tessera on Lake Travis*	5,200	127	3.31	0.33	2,143	\$474,911	\$0	\$0	\$0	\$0	\$474,911	\$224	-\$20,000	\$67	2.9%	\$3,742
3	Lakeside at Tessera on Lake Travis/50 - Highland Homes	Tessera on Lake Travis*	6,630	154	1.28	2.00	2,389	\$502,123	\$0	\$0	\$75,319	\$5,021	\$582,463	\$247	-\$20,000	\$63	2.9%	\$4,580
4	Lakeside at Tessera/Bluewood/45 - Toll Brothers	Tessera on Lake Travis*	5,850	35	1.57	1.00	2,273	\$523,662	\$0	\$31,420	\$62,839	\$5,237	\$560,318	\$250	-\$6,000	\$78	2.0%	\$3,971
5	Seasons at Gregg Ranch - Richmond American Homes	Gregg Ranch*	10,400	52	0.57	0.67	2,437	\$419,161	\$41,916	\$0	\$62,874	\$4,192	\$444,310	\$186	-\$10,000	\$86	2.0%	\$3,205
6	Gregg Ranch/Preserve - Pulte Homes	Gregg Ranch*	7,800	49	2.33	0.67	2,181	\$463,968	\$0	\$0	\$0	\$0	\$463,968	\$215	\$0	\$70	2.0%	\$3,323
7	Ridgeview at Gregg Ranch - Richmond American Homes	Gregg Ranch*	7,200	18	0.39	0.39	2,328	\$425,995	\$25,560	\$0	\$63,899	\$4,260	\$468,595	\$206	-\$10,000	\$70	2.0%	\$3,354
8	West Cypress Hills - Pulte Homes	Spicewood	7,800	181	3.38	2.00	2,463	\$553,561	\$71,963	\$0	\$71,963	\$5,536	\$559,097	\$237	-\$25,000	\$42	2.9%	\$4,364
Total Units - CMA: 13				Average:	1.67	0.97	2,317	\$491,100	\$17,400	\$3,927	\$47,100	\$3,737	\$520,500	\$229	-\$12,600	\$69	2.5%	\$3,919
				Median:	1.43	0.67	2,325	\$488,500	\$0	\$0	\$62,900	\$4,641	\$517,000	\$231	-\$10,000	\$70	2.5%	\$3,857

Base Price Positioning of the Subject (Production Builder Lots)

For-Sale Competitive Market Assessment

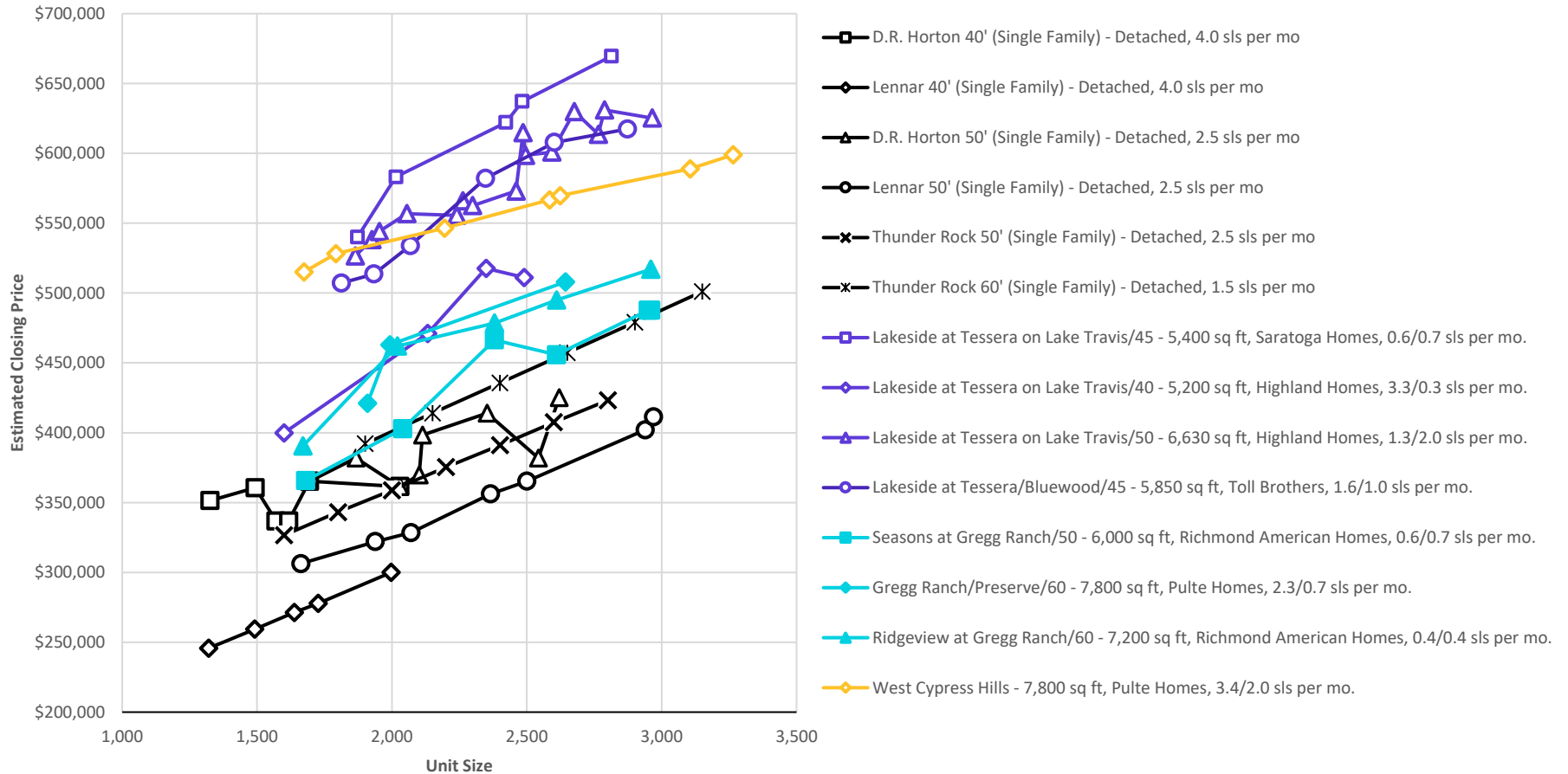
At the currently listed pricing, Lennar's homes at the Subject Property are the most affordable in the competitive set. D.R. Horton's pricing is higher, but similar to Seasons at Gregg Ranch (closest and most relevant comparable property) and more affordable than all other surveyed builder programs that are closer-in to Austin. Our projected pricing for future 50' wide lots falls between D.R. Horton and Lennar's current pricing on 50' wide lots. The projected pricing on the 60' wide lots is positioned slightly above the future 50' wide lots and close to Richmond American's pricing on 60' wide lots at Gregg Ranch.



Total Price Positioning of the Subject (Production Builder Lots)

For-Sale Competitive Market Assessment

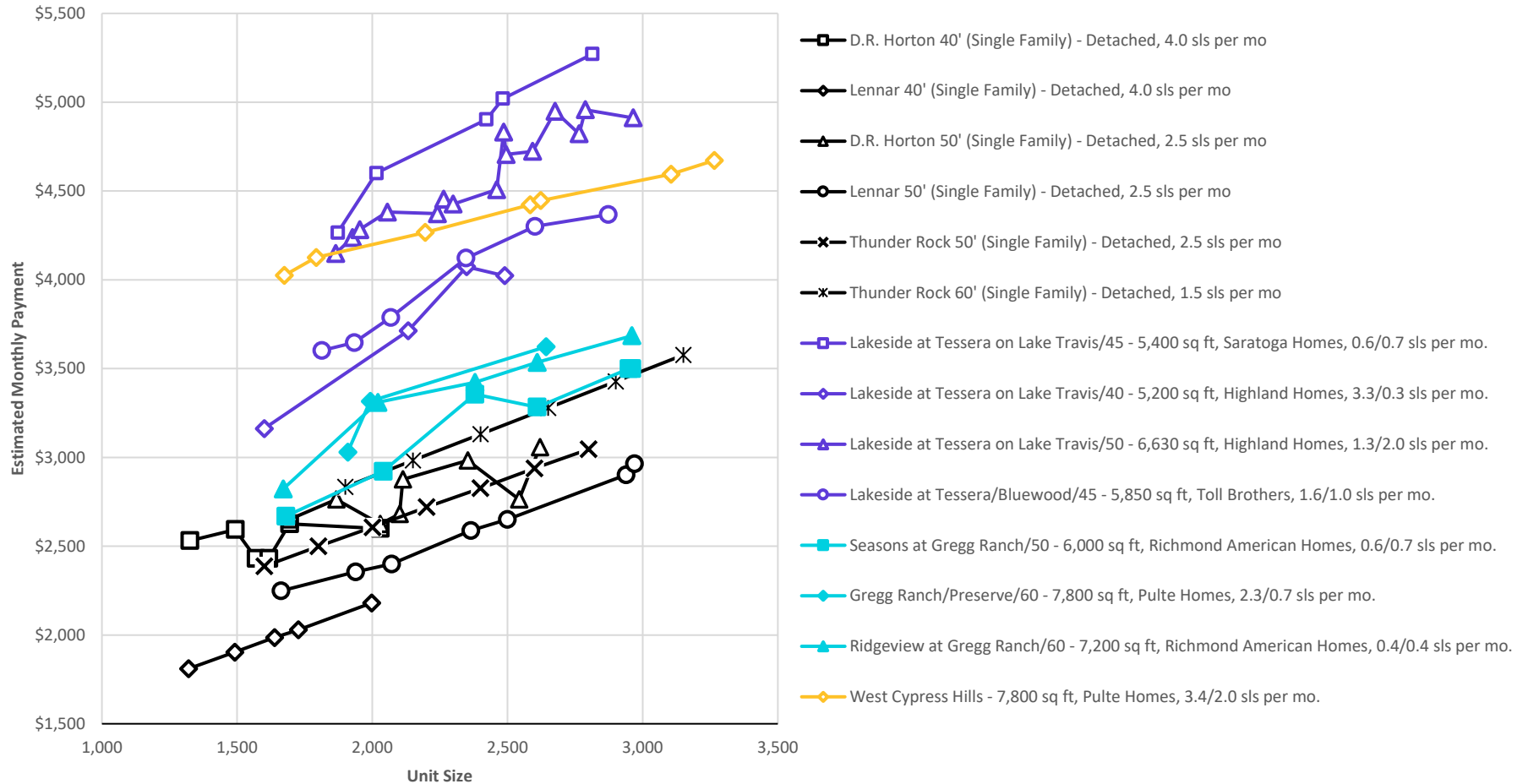
On a total price basis, factoring in estimated spending on options/upgrades, lot premiums, and price affecting incentives, the Subject Property's affordability advantage over the competition is more pronounced. This is due to the lack of projected spending on options/upgrades on the 50' wide lots (spend is minimal, if any, with D.R. Horton and Lennar) and the significant current average incentive (9% of base prices).



Monthly Payment Positioning of the Subject (Production Builder Lots)

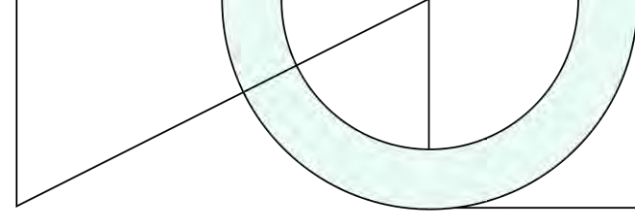
For-Sale Competitive Market Assessment

On a monthly payment basis, factoring in projected mortgage payments, taxes, and HOA fees, the Subject's positioning is very similar to the total price positioning shown on the previous page. The Subject Property is substantially more affordable than all other surveyed communities. The Subject's affordability advantage supports the projected absorption pace.



Competitive Supply Summary (Estate Lots)

For-Sale Competitive Market Assessment



The average base price across the two surveyed estate lot programs is **\$745,600**. With typical spending on options/upgrades and lot premiums included, as well as price affecting incentives, we estimate the average closing price to be \$815,000. Note that Spicewood Trails has one home remaining and the price includes options/upgrades and lot premiums. While Terrata homes is offering \$25,000 towards closing costs and/or an interest rate buydown at its Spicewood program, David Weekley is not currently offering any incentives at Rees Landing Estates. Our projected average closing price of \$839,500 is well-supported by these programs, especially considering that the Subject offers significantly larger lots.

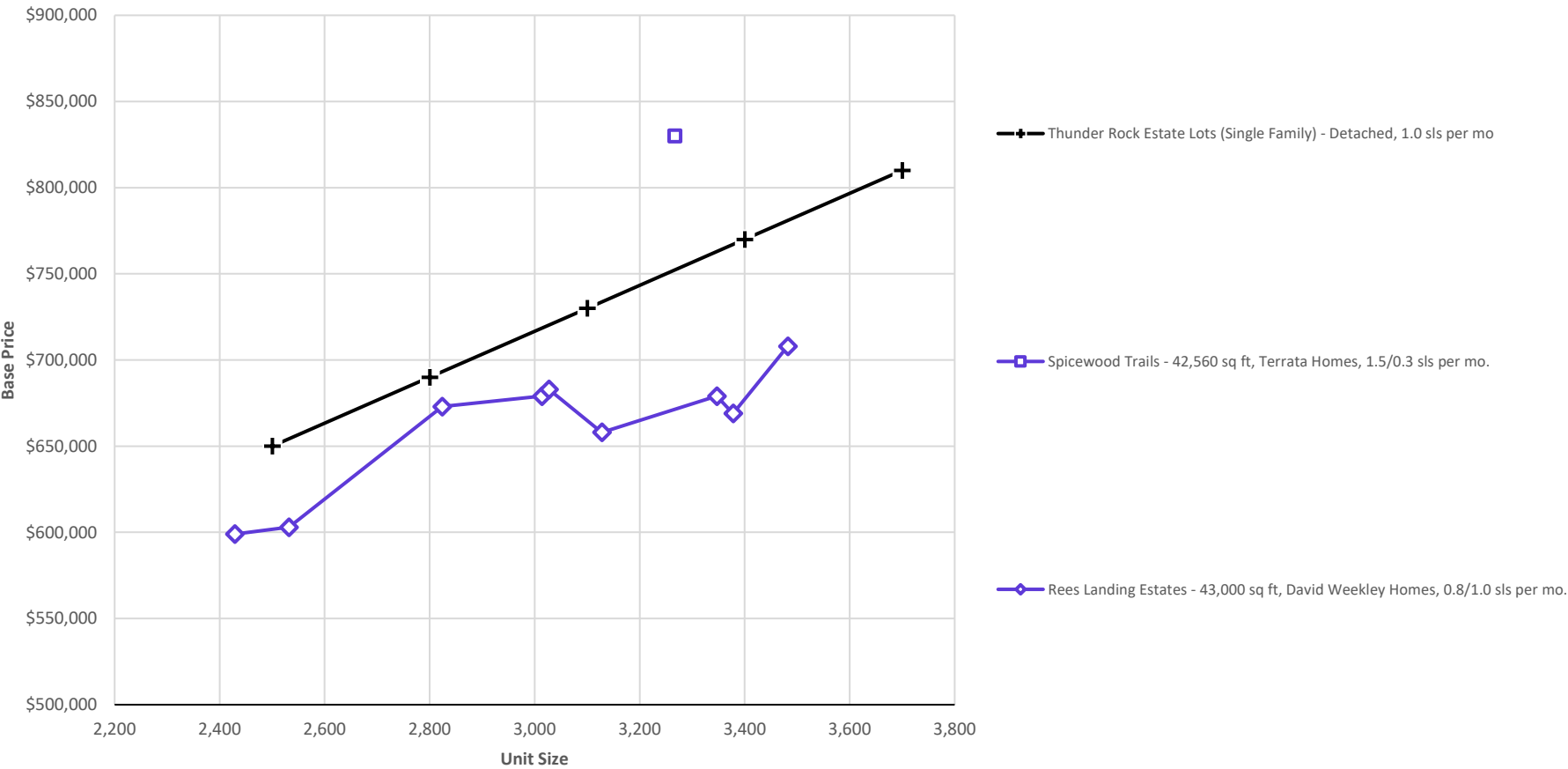
Ref	Community - Builder	City/Master Plan*	Config.	Total Units	Contracts/		Avg. Unit Size	Base Price	Incentive		Typ. Spend.		Est. Closing Price	Est. Closing \$/SF	Closing \$/Incentive	Pymt Imp.		
					Sales Pace	L3M SP			Price Reduc.	Opt. / Upgrd.	Opt. / Upgrd.	Lot Prem.				Mo. HOA	Tax	Mo. Paymnt
1	Spicewood Trails - Terrata Homes	Spicewood Trails*	42,560	50	1.52	0.33	3,267	\$829,900	\$0	\$0	\$0	\$0	\$829,900	\$254	-\$25,000	\$54	1.8%	\$5,688
2	Rees Landing Estates - David Weekley Homes	Spicewood	43,000	42	0.81	1.00	3,018	\$661,212	\$0	\$0	\$99,182	\$39,673	\$800,067	\$267	\$0	\$80	1.6%	\$5,418
Total Units - CMA: 46				Average:	1.17	0.67	3,142	\$745,600	\$0	\$0	\$49,600	\$19,836	\$815,000	\$261	-\$12,500	\$67	1.7%	\$5,553
				Median:	1.17	0.67	3,142	\$745,600	\$0	\$0	\$49,600	\$19,836	\$815,000	\$261	-\$12,500	\$67	1.7%	\$5,553



Base Price Positioning of the Subject (Estate Lots)

For-Sale Competitive Market Assessment

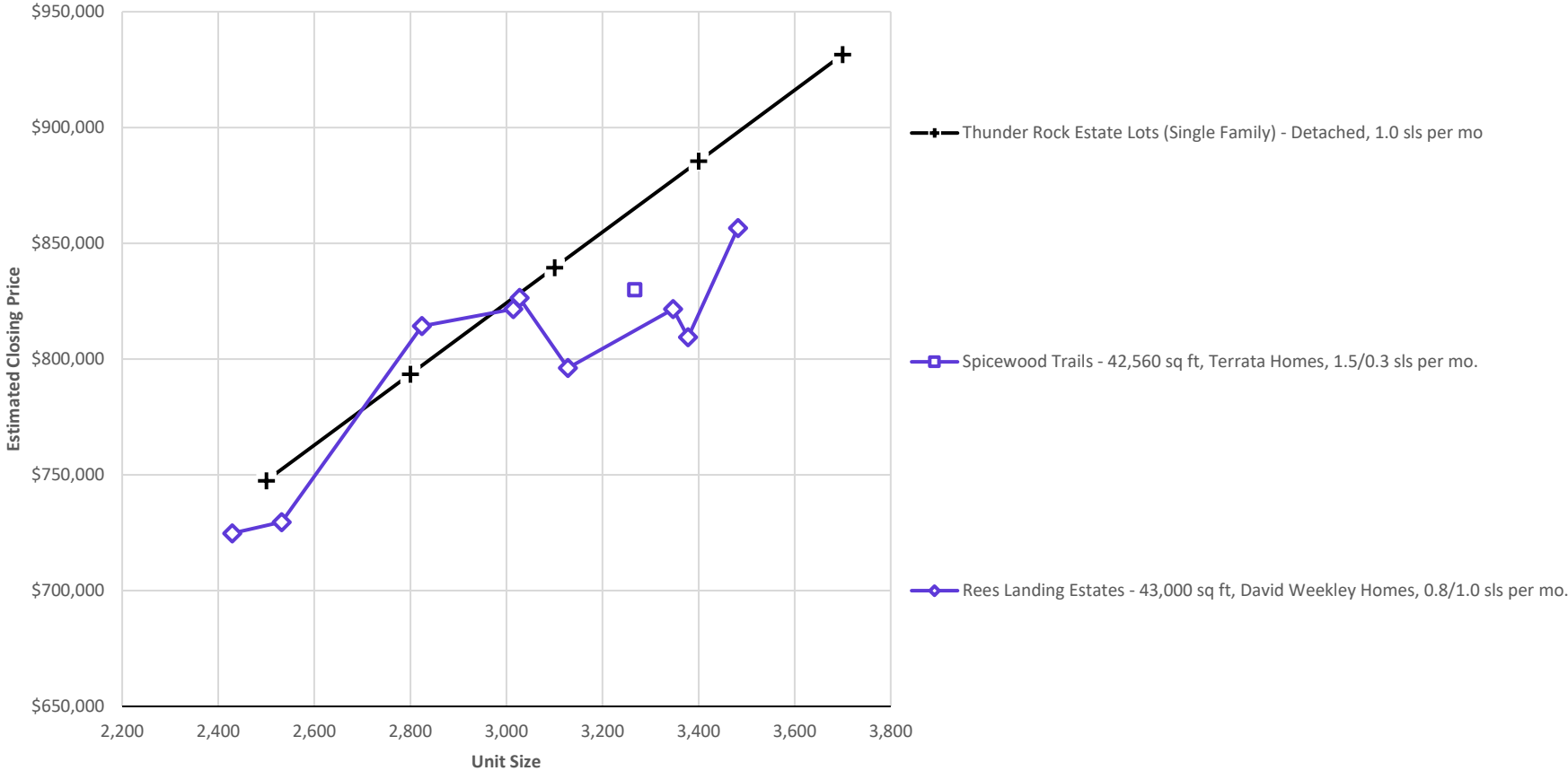
Our projected base prices on the 2.0 to 5.0 acre estate lot product at the Subject Property are positioned just above base pricing at Rees Landing Estates and below the final inventory home at Spicewood Trails (represents total rather than base price). Considering that the Subject Property will offer significantly larger lots when compared to the 1.0-acre lots at Rees Landing Estates, the positioning appears warranted.



Total Price Positioning of the Subject (Estate Lots)

For-Sale Competitive Market Assessment

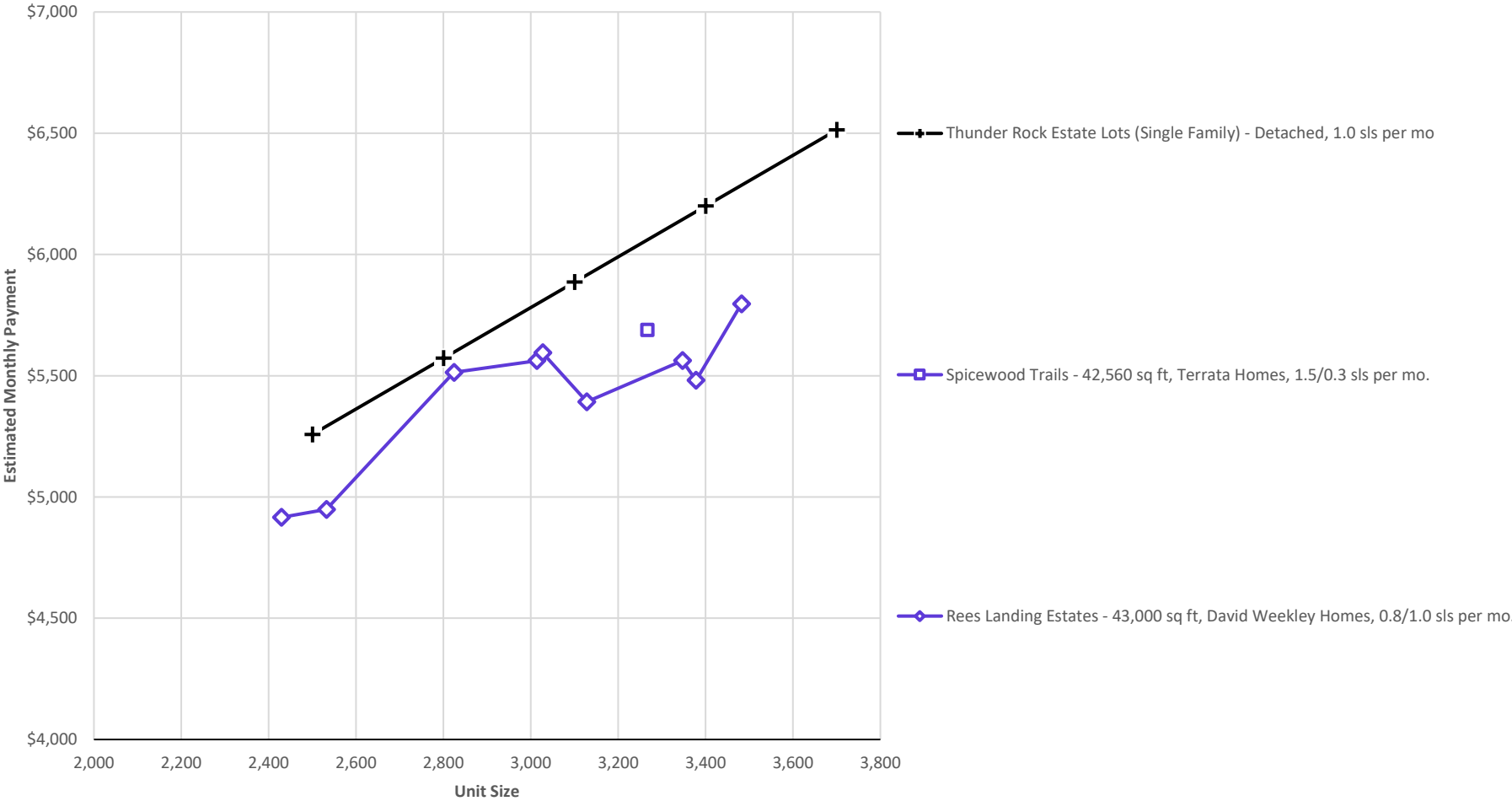
On a total price basis, factoring in estimated spending on options/upgrades, lot premiums, we expect the Subject Property can achieve prices just above Rees Landing Estates and Spicewood Trails, owing to its larger lots. Note that, while the chart below depicts total prices with estimated typical spending on options/premiums, individual homes may well exceed these prices by significant margins, as lot premiums and options/upgrades can be significant on large lot homes. For example, a home at Rees Landing Estates is currently listed for \$1.38 million (more than double the listed base price for the floor plan).



Monthly Payment Positioning of the Subject (Estate Lots)

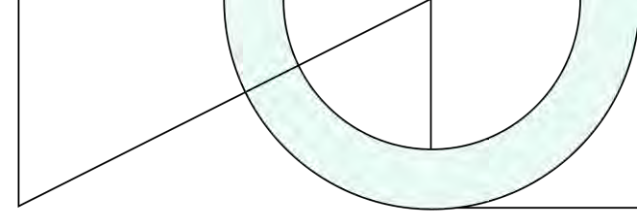
For-Sale Competitive Market Assessment

On a monthly payment basis (projected mortgage payments, HOA fees, and taxes), the Subject Property’s positioning is similar to the total price positioning shown on the previous page. We do not expect projected tax rates or HOA fees to affect the Subject Property’s positioning relative to surveyed builder programs.



Competitive Supply Summary (Active Adult Communities)

For-Sale Competitive Market Assessment



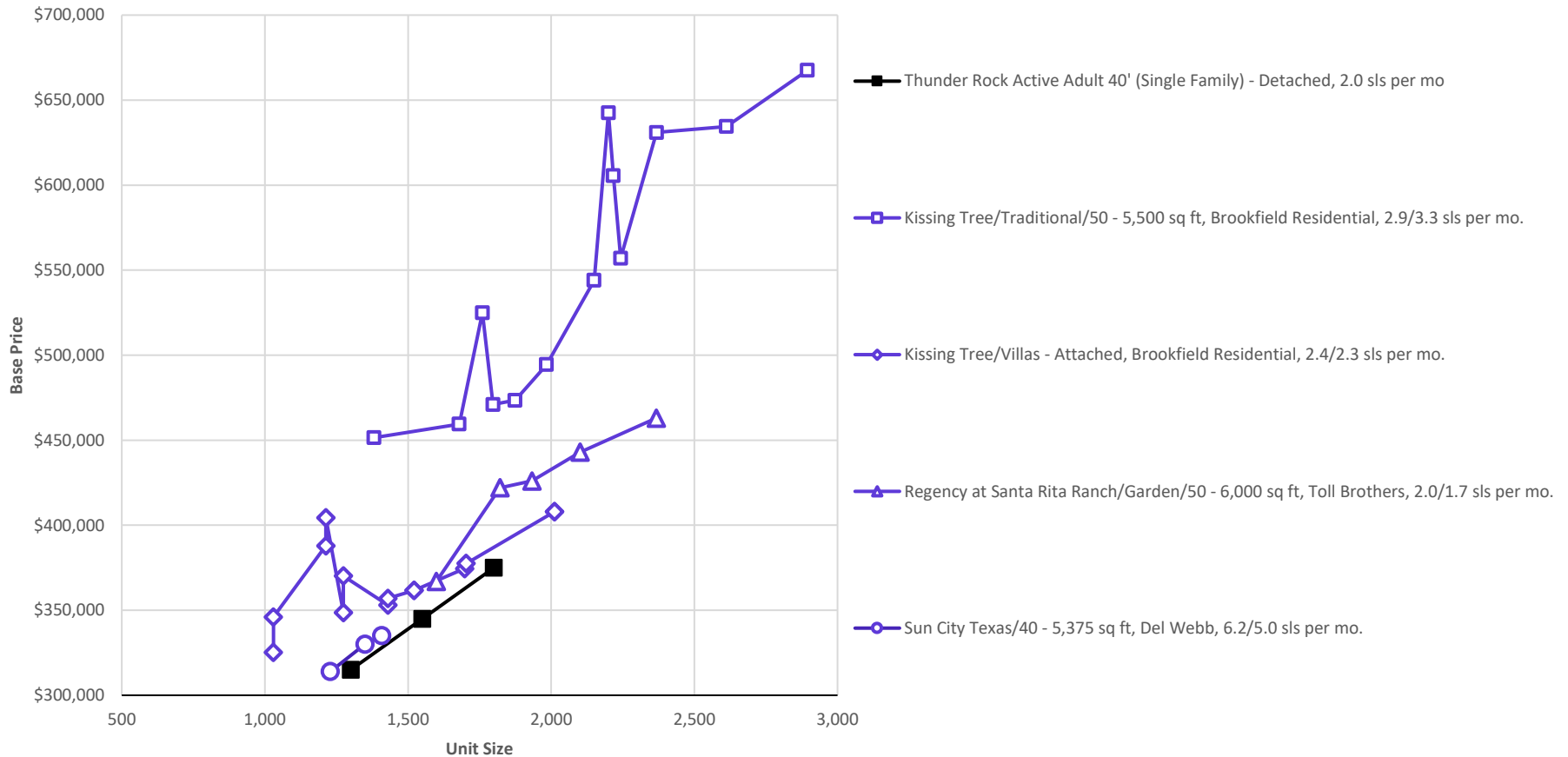
The average base price across all surveyed active adult programs is \$417,800. With typical spending on options/upgrades and lot premiums included, as well as price affecting incentives, we estimate the average closing price to be \$466,600. All builders are offering incentives towards closing costs with some also offering significant “flex cash” incentives that could affect the purchase price. At the Subject Property we have assumed an average incentive of 5.0% of base prices (\$19,541) towards a purchase price reduction to account for current market conditions. With the surveyed active adult communities selling an average pace of 3.4 homes per month, our projection of 2.0 sales per month at the Subject Property is well supported.

				Contracts/		Avg.	— Incentive —			— Typ. Spend. —			Est.	Est.		— Pymt Imp. —		
Ref	Community - Builder	City/Master Plan*	Config.	Total Units	Sales Pace	L3M SP	Unit Size	Base Price	Price Reduc.	Opt. / Upgrd.	Opt. / Upgrd.	Lot Prem.	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Tax	Mo. Paymnt
1	Kissing Tree/Traditional/50 - Brookfield Residential	Kissing Tree*	5,500	325	2.95	3.33	2,089	\$550,538	\$22,022	\$0	\$88,086	\$11,011	\$627,614	\$304	-\$16,516	\$238	2.4%	\$4,834
2	Kissing Tree/Villas - Brookfield Residential	Kissing Tree*	6,600	289	2.41	2.33	1,454	\$370,273	\$22,216	\$0	\$37,027	\$7,405	\$392,490	\$279	-\$11,108	\$380	2.4%	\$3,254
3	Regency at Santa Rita Ranch/Garden/50 - Toll Brothers	Santa Rita Ranch (TX)*	6,000	107	2.01	1.67	1,964	\$424,195	\$0	\$0	\$67,871	\$8,484	\$500,550	\$257	-\$6,000	\$249	2.5%	\$3,956
4	Sun City Texas/40 - Del Webb	Sun City Texas*	5,375	1,419	6.25	5.00	1,329	\$326,323	\$32,632	\$0	\$48,949	\$3,263	\$345,903	\$261	\$0	\$98	2.3%	\$2,605
Total Units - CMA: 535				Average:	3.40	3.08	1,709	\$417,800	\$19,200	\$0	\$60,500	\$7,541	\$466,600	\$275	-\$8,400	\$241	2.4%	\$3,662
				Median:	2.68	2.83	1,709	\$397,200	\$22,100	\$0	\$58,400	\$7,945	\$446,500	\$270	-\$8,600	\$244	2.4%	\$3,605

Base Price Positioning of the Subject (Active Adult Lots)

For-Sale Competitive Market Assessment

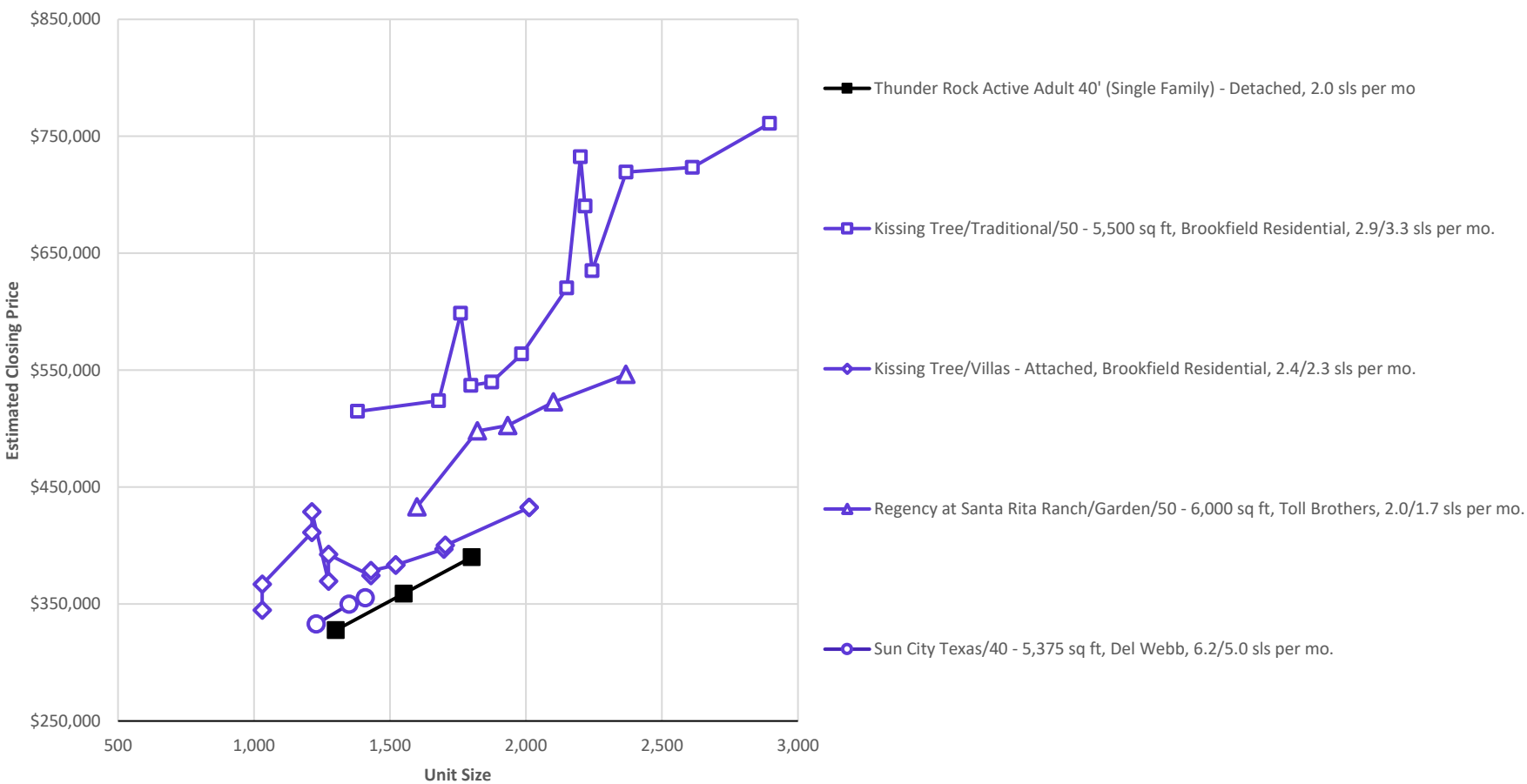
Our projected base prices for the 70 active adult lots at the Subject Property position them at the lower-end of the surveyed competition. That positioning reflects its distance from central Austin and its retail/services, its smaller lot size than Kissing Tree's Tradition Series or Toll Brothers Garden Series at Santa Rita Ranch (50' wide lots). In addition, the planned amenities at the Subject Property are inferior to both Kissing Tree (best in class active adult amenities) and Santa Rita Ranch (overall MPC amenities and private amenities). The projected base prices also fall just below Del Webb's base pricing at Sun City in Georgetown (close-in location and extensive amenities).



Total Price Positioning of the Subject (Active Adult Lots)

For-Sale Competitive Market Assessment

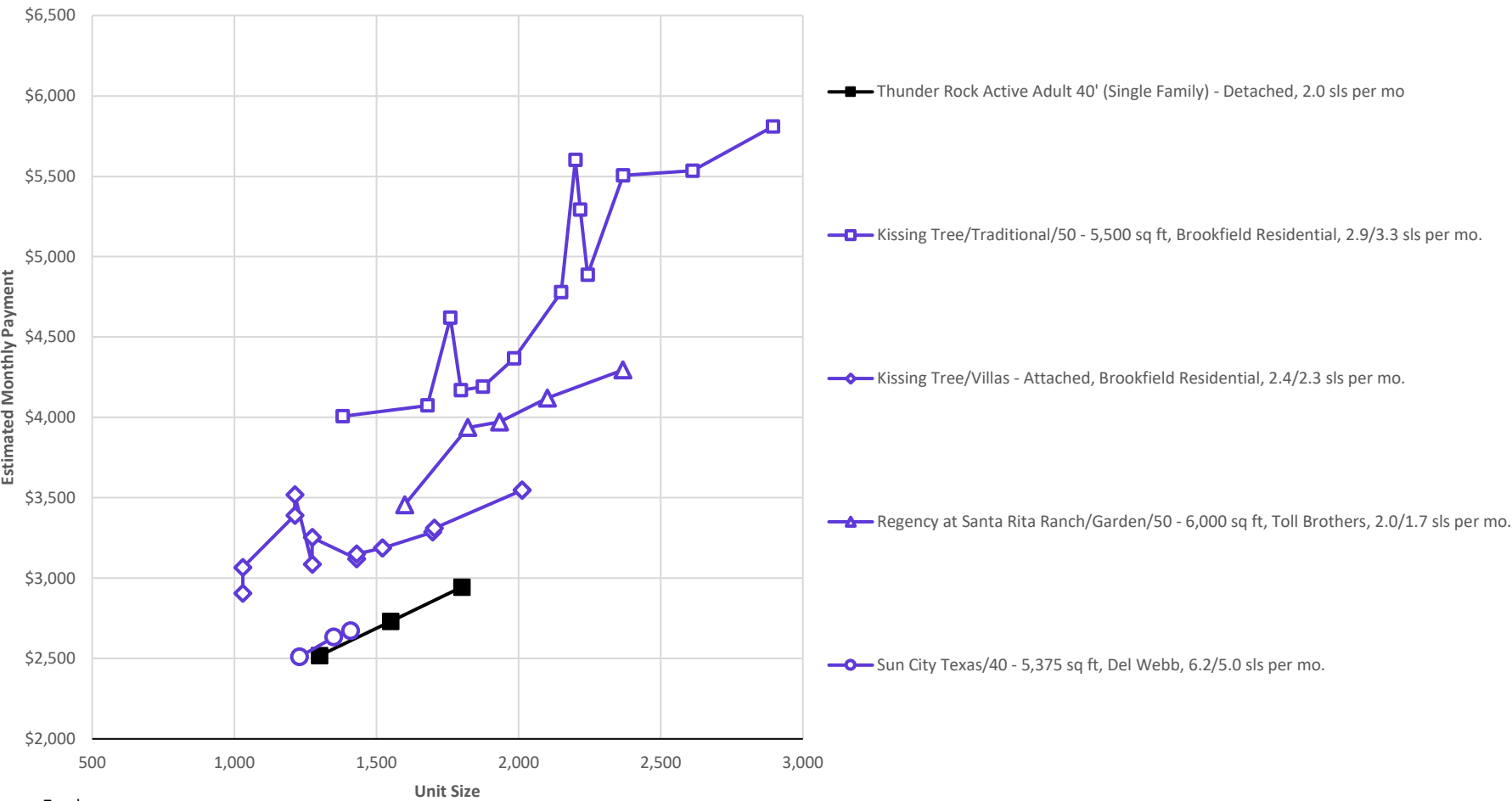
On a total price basis, factoring in estimated spending on options/upgrades, lot premiums, and price impacting incentives, the overall positioning of the Subject Property remains similar to the base price positioning shown on the previous page. While the chart below depicts typical spending on options/upgrades, it should be noted that actual spending could vary significantly on individual homes.



Monthly Payment Positioning of the Subject (Active Adult Lots)

For-Sale Competitive Market Assessment

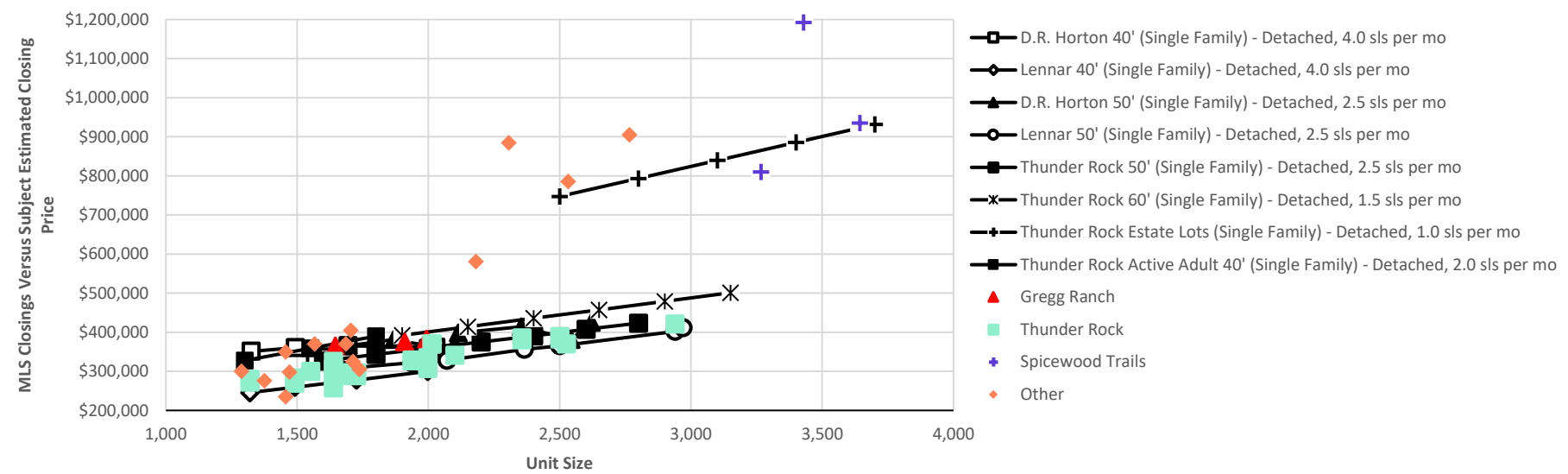
On a monthly payment basis (projected mortgage payments, HOA fees, and taxes), the Subject Property’s affordability advantage over most of the surveyed active adult competition is enhanced. The modest shift in positioning is mostly due to a slightly lower projected tax rate at the Subject Property (except for Sun City).



Sale Price Positioning: MLS New Home Sales in the CMA (Last 90 Days)

For-Sale Competitive Market Assessment

Our projected closing prices for the Subject Property track actual MLS closing prices at Thunder Rock and Gregg Ranch over the last 90 days. As they have not been introduced to the community yet, the active-adult, 60' wide lot, and Estate Lot product series are priced above Thunder Rock's actual closings. With that said, these additional product series are supported by closing prices at other communities in the competitive market area.



Ref	Reference Area	Date Range	Sales	Pace Overall	Year Built	Lot Size	BedS	Bath	Avg. Sq. Ft.	Net Price	Price Per Square Foot
A	Gregg Ranch	Jun-24 to Jul-24	3	2.69	2023	6,868	2.33	2.00	1,849	\$374,107	\$203
B	Thunder Rock	May-24 to Aug-24	28	10.17	2024	5,543	3.71	2.11	1,899	\$323,389	\$173
C	Spicewood Trails	Jun-24 to Aug-24	3	1.66	2022	46,464	4.00	3.33	3,446	\$979,100	\$284
D	Other	May-24 to Aug-24	20	7.44	2023	19,564	3.15	2.20	1,883	\$542,816	\$261
Market Average			Total Sales - 54		2023	13,083	3.44	2.20	1,976	\$443,904	\$213
Market Median					2024	5,968	3.00	2.00	1,726	\$331,995	\$190

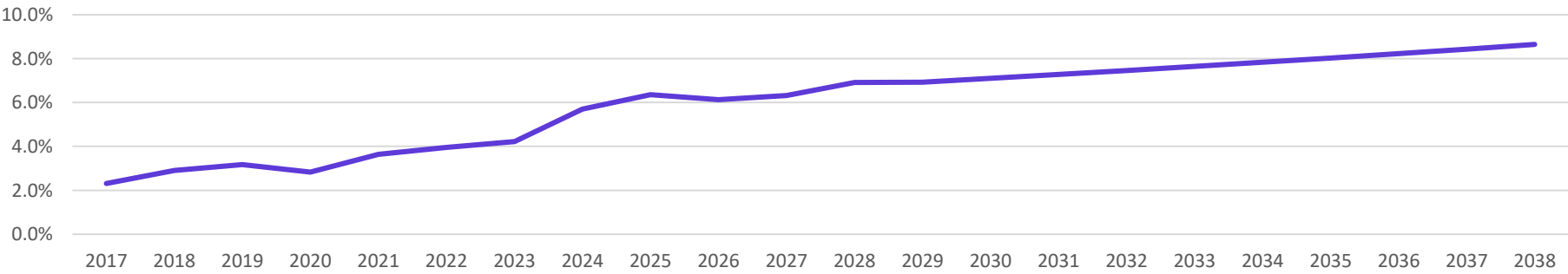
CMA and Subject Property Absorption

For-Sale Competitive Market Assessment

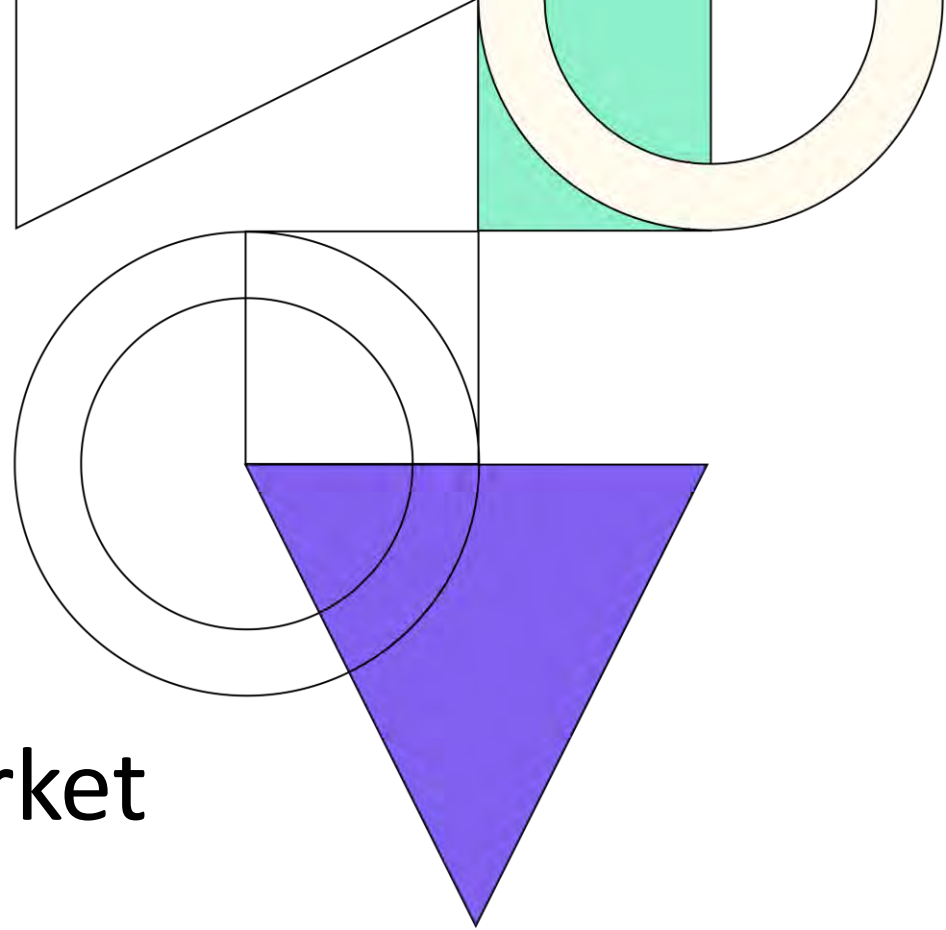
Burnet County experienced significant growth in single-family housing starts over the last six years. According to Moody’s, the County started 383 homes in 2017, rising to 940 starts in 2021, and then falling slightly to 745 starts in 2023. While Moody’s projections assume that the future pace of starts in Burnet County will slow to approximately 600 starts per year through 2028, we expect the pace of starts will continue to increase as growth pushes out from the Austin MSA and households seek more affordable housing options. Supporting this view is the recent pace of permitting. Based on preliminary data from HUD, the Burnet County permitted 497 single-family homes from January through June 2024. If annualized, that amounts to 944 single-family permits (highly correlated with starts) in 2024. While Zonda does not have complete new home closing data for Burnet County, closings are highly correlated with starts in the Austin MSA and we expect the same to be true in Burnet County. Assuming that starts equal closings, the Subject Property accounted for 10.2% of all Burnet County closings in 2023 and will account for 16.5% of closings in 2024 if current trends continue. Based on our forecast of Burnet County starts/closings and closings at the Subject Property, we expect the Subject Property will capture a peak of 17.0% of new single-family home closings in Burnet County in 2026. In total, the Subject Property will need to capture 11.5% of Burnet County new home closings through 2038. Considering it already accounted for 10.2% of demand in 2023, this appears reasonable.

	Single-Family Starts/Closings																					
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Austin MSA and Burnet County (Moody's SF Starts)	16,570	17,117	19,372	23,094	25,826	22,325	17,645	16,564	15,290	16,243	16,149	15,150	15,500	15,500	15,500	15,500	15,500	15,500	15,500	15,500	15,500	15,500
Burnet County SF Starts ¹	383	498	614	654	940	884	745	944	972	997	1,022	1,047	1,073	1,100	1,128	1,156	1,185	1,214	1,245	1,276	1,308	1,340
Burnet County Share	2.3%	2.9%	3.2%	2.8%	3.6%	4.0%	4.2%	5.7%	6.4%	6.1%	6.3%	6.9%	6.9%	7.1%	7.3%	7.5%	7.6%	7.8%	8.0%	8.2%	8.4%	8.6%
Subject Property Sales (Actual and Projected)							76	156	122	169	171	169	147	162	162	162	116	112	90	90	90	42
Subject Property Share of County Closings (Actual and Projected)							10.2%	16.5%	12.5%	17.0%	16.7%	16.1%	13.7%	14.7%	14.4%	14.0%	9.8%	9.2%	7.2%	7.1%	6.9%	3.1%

Burnet County Share of Austin MSA Single-Family Starts/Closings
(Historical and Projected)



Source: Zonda; Note that Burnet County is not part of the Austin MSA. For purposes of this analysis, Burnet County’s starts are added to the Austin MSA to represent one region.
1/ Historical data is from Moody’s; 2024 and beyond projections are Zonda’s.

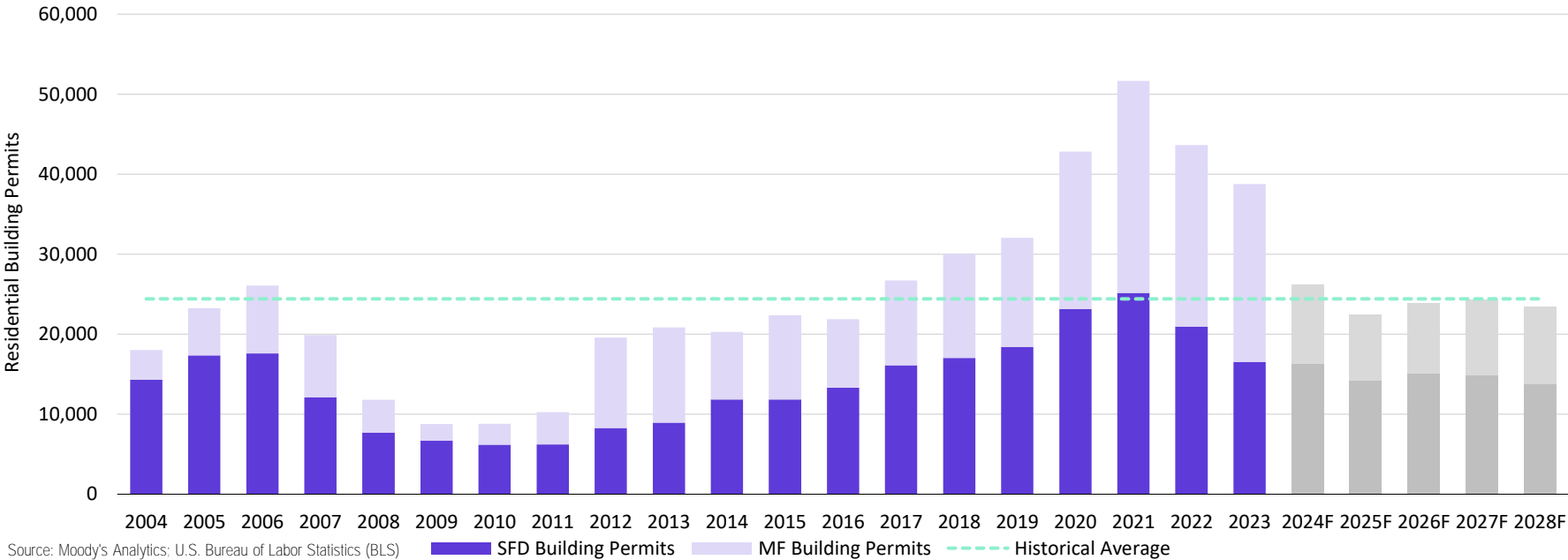


For-Sale Housing Market Analysis

Building Permits – Austin MSA

For-Sale Housing Market Analysis

Moody's projects that building activity in the Austin MSA over the next five years will match the long-term historical average. Single-family permit issuance is projected to average approximately 14,500 permits per year, compared to an average of 14,000 permits per year from 2003 to 2023. Including multifamily permits, the Austin MSA is projected to permit approximately 24,000 housing units per year from 2025 through 2028.



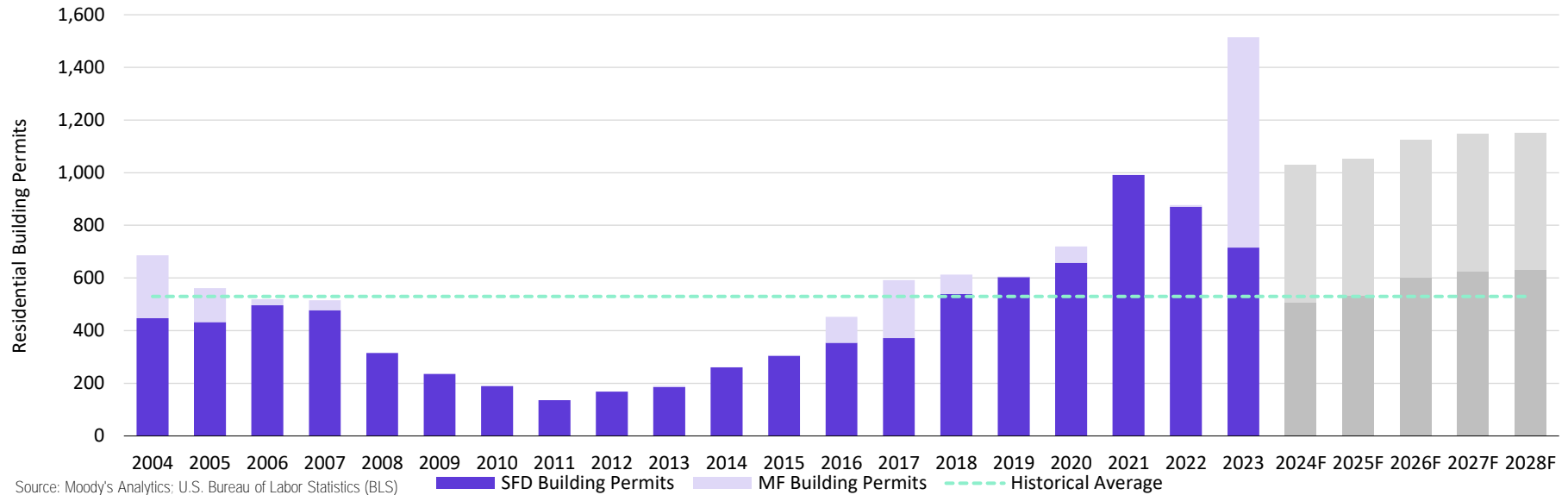
Austin-Round Rock, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Total Building Permits	20,276	22,370	21,861	26,700	30,035	32,037	42,839	51,679	43,634	38,773	26,177	22,484	23,810	24,357	23,477
Annual % Change	-2.8%	10.3%	-2.3%	22.1%	12.5%	6.7%	33.7%	20.6%	-15.6%	-11.1%	-32.5%	-14.1%	5.9%	2.3%	-3.6%
SFD Building Permits	11,842	11,857	13,327	16,119	17,030	18,426	23,134	25,174	20,963	16,532	16,264	14,255	15,076	14,870	13,844
Annual % Change	32.3%	0.1%	12.4%	20.9%	5.7%	8.2%	25.6%	8.8%	-16.7%	-21.1%	-1.6%	-12.4%	5.8%	-1.4%	-6.9%
MF Building Permits	8,434	10,513	8,534	10,581	13,005	13,611	19,705	26,505	22,671	22,241	9,913	8,229	8,734	9,486	9,633
Annual % Change	-29.2%	24.7%	-18.8%	24.0%	22.9%	4.7%	44.8%	34.5%	-14.5%	-1.9%	-55.4%	-17.0%	6.1%	8.6%	1.5%

Building Permits – Burnet County

For-Sale Housing Market Analysis

Building permit activity in Burnet County increased dramatically since 2017. In 2023, a total of 1,514 permits were issued, nearly double the activity in 2022 (which was already up over the long-term average). Moody's forecast for 2024 is likely conservative as preliminary data from HUD indicates that a total of 597 permits were issued from January through June 2024. If that pace continues, the county will issue nearly 1,200 permits in 2024 (as opposed to the 1,052 projected). The rapid observed increase in permit activity in Burnet County is an indication that growth is spreading outward from the Austin MSA and likely foretells growth well above historical averages.



Burnet, TX County - Moody's Analytics Five-Year Forecast

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Total Building Permits	261	307	452	592	613	605	720	991	877	1,514	1,029	1,052	1,123	1,150	1,150
Annual % Change	37.4%	17.6%	47.2%	31.0%	3.5%	-1.3%	19.0%	37.6%	-11.5%	72.7%	-32.0%	2.2%	6.8%	2.4%	0.0%
SFD Building Permits	261	305	354	372	539	603	658	991	871	716	506	532	602	626	631
Annual % Change	40.3%	16.9%	16.1%	5.1%	44.9%	11.9%	9.1%	50.6%	-12.1%	-17.8%	-29.3%	5.1%	13.1%	4.1%	0.8%
MF Building Permits	-	2	98	220	74	2	62	-	6	798	523	520	522	524	519
Annual % Change	-	-	4800.0%	124.5%	-66.4%	-97.3%	3000.0%	-	-	13201.2%	-34.5%	-0.6%	0.4%	0.4%	-1.0%

New Housing Summary

For-Sale Housing Market Analysis

There are **509 vacant developed lots in the CMA (Marble Falls ISD) as of 2Q24 and an additional 71 lots known to be under development.** Compared with the annual starts pace of 265 in the CMA, that amounts to a 23.1 month supply. This is within the range that typically indicates a balanced market (20 to 24 months).

2Q24 Activity Attached and Detached	Annual		Lot Delivery	New Housing Inventory				Vacant Developed Lots	Survey Stakes	Future Lots - Capital Improvement				Total	Future Lots Vacant Land
	Starts	Closings		Finished/ Vacant	Under Construction	Models	Total			Equipment Onsite	Excavation	Street Paving	Streets Installed		
Austin-Round Rock MSA	17,332	18,848	13,578	4,001	8,746	554	13,301	29,824	190	8,183	8,651	4,371	229	21,624	216,059
CMA	265	263	273	20	127	8	155	509	0	0	71	0	0	71	2,688
As a % of Austin-Round Rock M	1.5%	1.4%	2.0%	0.5%	1.5%	1.4%	1.2%	1.7%	0.0%	0.0%	0.8%	0.0%	0.0%	0.3%	1.2%
		PAST		PRESENT				NEAR/MID-TERM				POTENTIAL FUTURE			

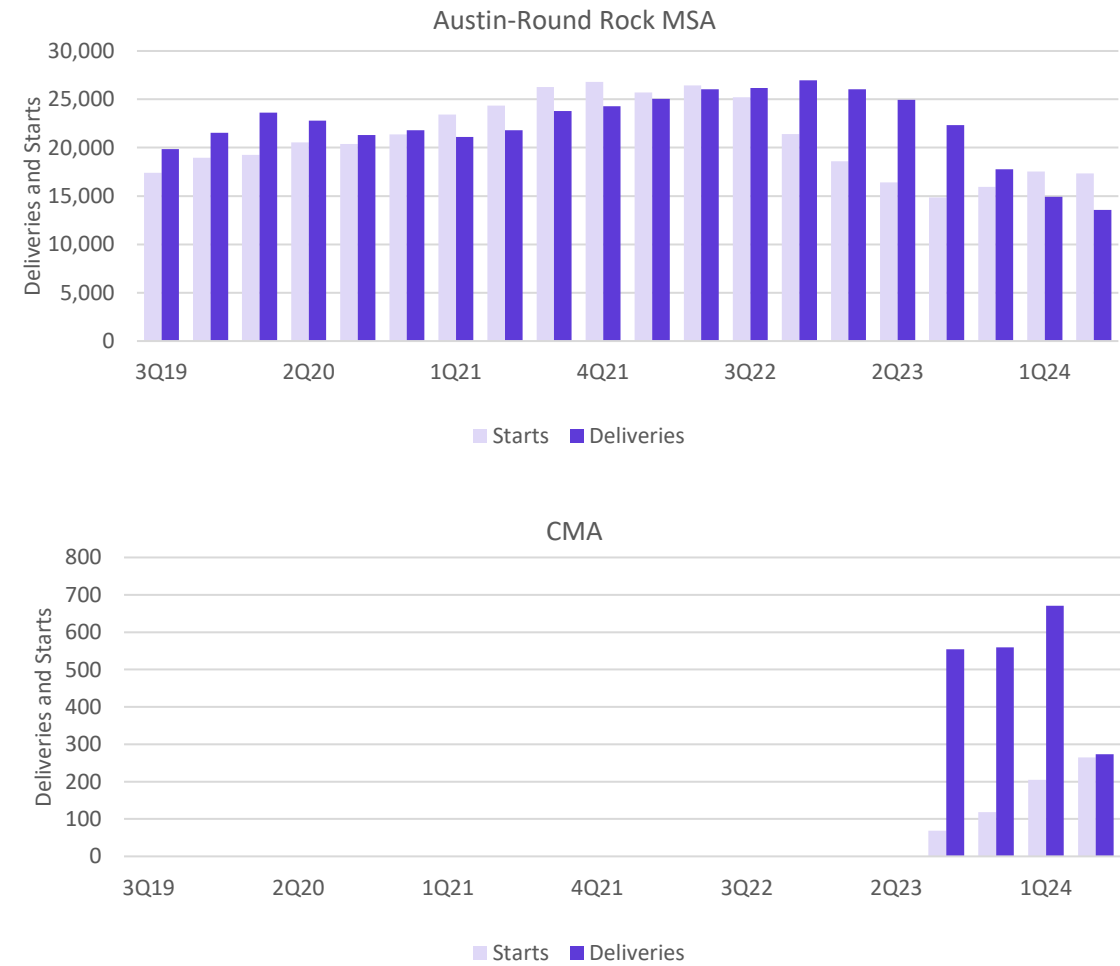
DEFINITIONS

- Annual Starts:** The number of homes started during the last four quarters. A “start” occurs when a slab or foundation is initiated.
- Annual Closings:** The # of homes closed during the last four quarters. A “closing” occurs when a home is moved into and occupied. Zonda tracks move-ins, as they are a better indicator of demand than deed deliveries.
- Models:** Must be fully finished, furnished and decorated.
- Finished Vacant:** Construction is complete, the site is clean, but there is no evidence of occupancy.
- Vacant Developed Lots:** Also referred to as “VDL” and “Finished Lots”; a lot on a recorded plat with streets and utilities in place, ready for construction of a new home.
- Future Lots:** Lots that are platted, but not yet developed.

Annual Lot Deliveries

For-Sale Housing Market Analysis

In the Austin MSA, building activity fell sharply from its COVID era peak of 26,805 annual starts reached in 4Q21. However, the pace of starts has recovered from the low reached in 3Q23 and appears to have stabilized in the last two quarters at approximately 17,350 new home starts. For the CMA, data is only available since 2Q23. As of 2Q24, the CMA had 265 annual new home starts in communities tracked by Zonda (subset of Burnet County).

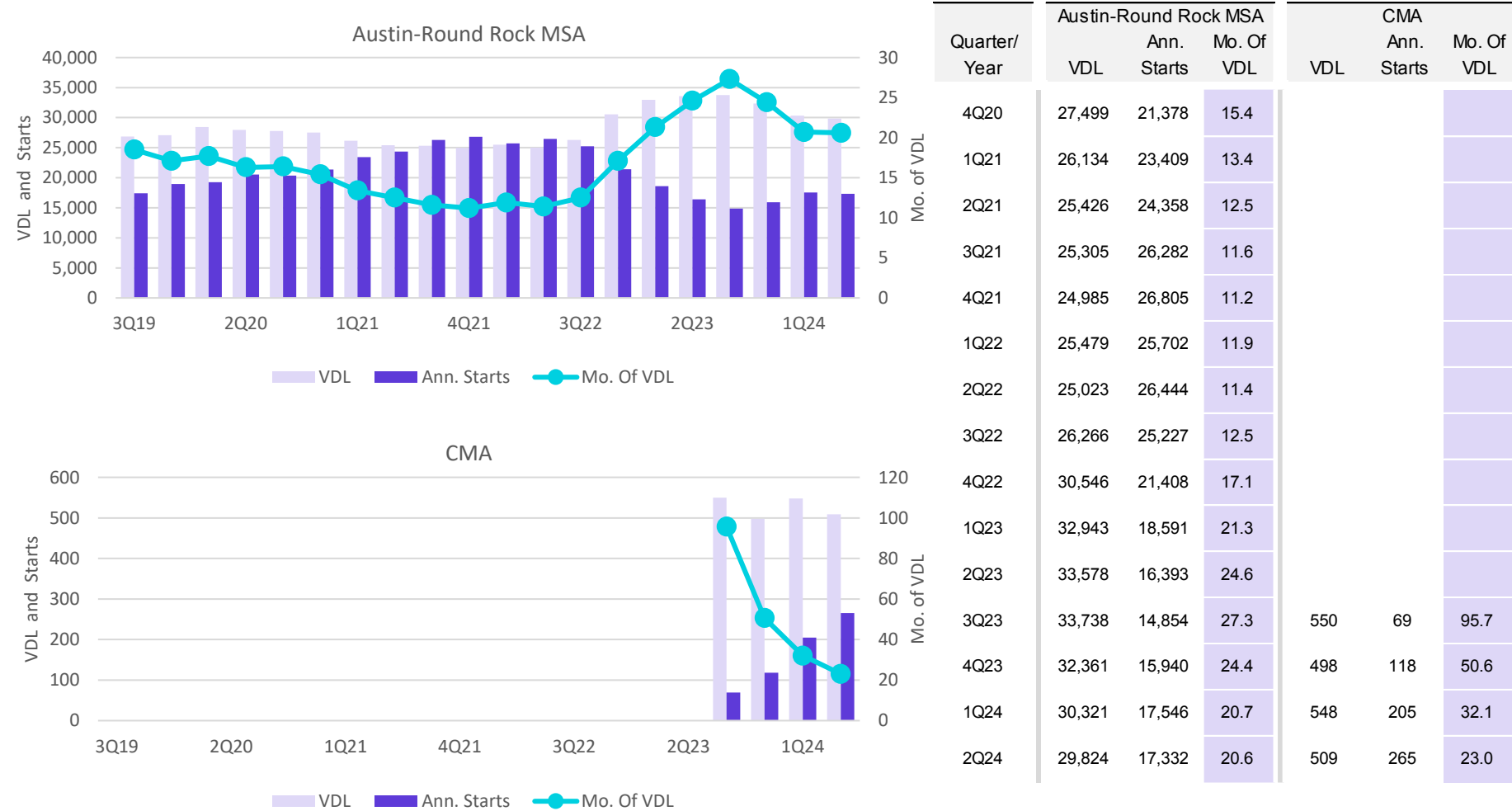


Quarter/ Year	Austin-Round Rock MSA			CMA		
	Ann. Lot Deliveries	Ann. Starts	Deliv. to Starts	Ann. Lot Deliveries	Ann. Starts	Deliv. to Starts
4Q20	21,806	21,378	428			
1Q21	21,118	23,409	(2,291)			
2Q21	21,817	24,358	(2,541)			
3Q21	23,792	26,282	(2,490)			
4Q21	24,291	26,805	(2,514)			
1Q22	25,047	25,702	(655)			
2Q22	26,041	26,444	(403)			
3Q22	26,188	25,227	961			
4Q22	26,969	21,408	5,561			
1Q23	26,055	18,591	7,464			
2Q23	24,948	16,393	8,555	471	12	459
3Q23	22,326	14,854	7,472	554	69	485
4Q23	17,755	15,940	1,815	559	118	441
1Q24	14,924	17,546	(2,622)	671	205	466
2Q24	13,578	17,332	(3,754)	273	265	8

42 Source: Zonda (data collection in Burnet County began in 2023)

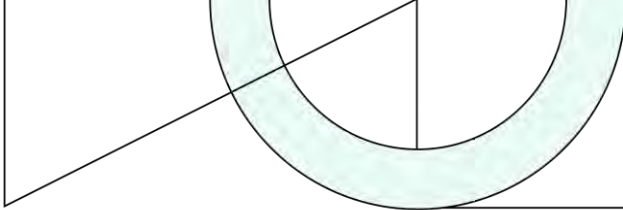
Vacant Developed Lots For-Sale Housing Market Analysis

As of 2Q24, VDL months of supply in the Austin MSA stands at 20.6 months, which is within the typical equilibrium range of 20 to 24 months. As more data in the market has been collected by Zonda, VDL months of supply as of 2Q24 equates to a balanced level of 23.0 months.



New Home Starts & Closings by Base Price Range

For-Sale Housing Market Analysis



Zonda estimates that 55% of new home starts in the Austin MSA will be priced over \$400,000. As such the Subject Property’s prices, which begin under \$300,000 will offer relative affordability in comparison to closer-in locations in the Austin MSA (particularly those on the west side of the market). Note that price points below \$400,000 in the Austin MSA have 9.3 to 17.4 months of supply (undersupplied).

Price Range Distribution of Starts and Vacant Developed Lots (VDLs)

Quarter	\$0 to	\$200,000 to	\$250,000 to	\$300,000 to	\$350,000 to	\$400,000 to	\$500,000 to	\$700,000	
and Year	\$199,000	\$249,000	\$299,000	\$349,000	\$399,000	\$499,000	\$699,000	And Over	Total

ATTACHED/DETACHED PRODUCT - AUSTIN-ROUND ROCK MSA

VDL - Mo. Of Supply	532.8	9.3	17.4	14.9	13.6	17.0	16.9	19.8	17.1
STARTS - 2Q24	35	418	1,004	2,795	3,331	4,019	3,559	1,685	16,846
% Distribution	0.2%	2.5%	6.0%	16.6%	19.8%	23.9%	21.1%	10.0%	100.0%
VDL - 2Q24	1,554	323	1,455	3,463	3,764	5,691	5,005	2,781	24,036
% Distribution	6.5%	1.3%	6.1%	14.4%	15.7%	23.7%	20.8%	11.6%	100.0%

44 Source: Zonda (starts by price range data is unavailable for the CMA / Burnet County)

New Home Starts & Closings by Lot Width Range

For-Sale Housing Market Analysis

The Subject Property’s 40’ wide , 50’ wide, and 60’ wide lots will target established core market segments in the Austin MSA. These lot sizes accounted for 26.2%, 34.9%, and 12.6% respectively, of all annual starts in the market (3Q23 through 2Q24). With 13.9 to 15.1 months of VDL supply, each of these lot size segments is undersupplied in the Austin MSA. The 82 estate lots will target a segment that has a 64.3 month supply of VDL. While oversupplied, Estate Lot sales at the Subject Property will not begin until 2026 and nearly 78% of the 90’ wide VDL in the market are in communities with less than five starts over the past year (effectively dormant communities).

Lot Size Range Distribution of Starts and Vacant Developed Lots (VDLs)

Quarter and Year	Under 40' Wide	40' to 44' Wide	45' to 49' Wide	50' to 59' Wide	60' to 69' Wide	70' to 79' Wide	80' to 89' Wide	Over 90' Wide	Total
ATTACHED/DETACHED PRODUCT - AUSTIN-ROUND ROCK MSA									
VDL - Mo. Of Supply	24.5	13.9	14.2	15.1	14.1	35.4	30.0	64.3	17.4
STARTS - 2Q24	757	4,298	2,196	5,700	2,056	671	178	472	16,328
% Distribution	4.6%	26.3%	13.4%	34.9%	12.6%	4.1%	1.1%	2.9%	100.0%
VDL - 2Q24	1,545	4,987	2,602	7,178	2,416	1,977	445	2,529	23,679
% Distribution	6.5%	21.1%	11.0%	30.3%	10.2%	8.3%	1.9%	10.7%	100.0%

45 Source: Zonda (starts by lot size range data is unavailable for the CMA / Burnet County)

Most Active Subdivisions

For-Sale Housing Market Analysis

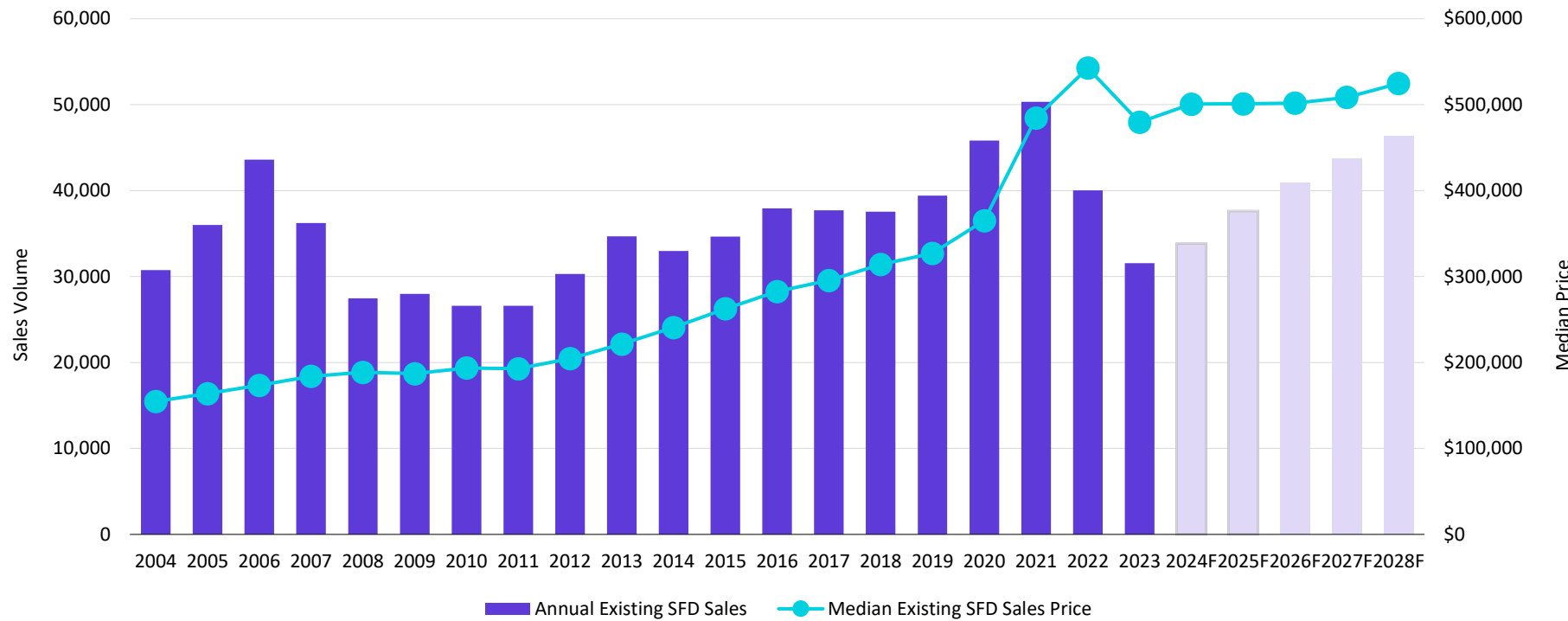
The top selling new communities in the Austin MSA started between 162 and 590 homes from 2Q23 through 1Q24. Most communities offer product across multiple builders, lot sizes, and price points. At the projected peak of 174 annual starts/sales, the Subject Property would rank 24th most active community in the market (tied with Gregg Ranch in Marble Falls).

Subdivision Absorption Ranking (Top 25) <i>Austin Market Summary</i>							
Starts Rank	Subdivision / Community* Name	Housing Type	Active Builders	Price Range (in thousands)	Annual Starts	Annual Closings	Market Area
1	Santa Rita Ranch*	Mixed	14	\$180-\$1,355	590	631	Northwest
2	Sunfield*	Single Family	7	\$144-\$705	518	415	South
3	Sonterra*	Mixed	9	\$100-\$436	433	416	North
4	Parkside on the River*	Single Family	5	\$388-\$1,200	374	286	North
5	Travisso*	Single Family	9	\$450-\$1,750	295	187	Northwest
6	Wolf Ranch*	Mixed	9	\$275-\$1,050	292	231	North
7	Carillon	Single Family	4	\$330-\$573	280	248	East
8	Crosswinds	Single Family	7	\$300-\$712	271	194	South
9	Bar W Ranch*	Single Family	2	\$388-\$665	262	303	Northwest
10	MorningStar Ranch*	Single Family	4	\$220-\$611	250	333	Northwest
11	6 Creeks*	Single Family	8	\$370-\$826	239	228	South
12	Thunder Rock	Single Family	2	\$282-\$455	221	104	Burnet
13	Rancho Del Cielo	Single Family	1	\$255-\$350	206	189	North
14	Southgrove	Single Family	1	\$310-\$474	202	249	South
15	Trinity Ranch	Single Family	2	\$280-\$400	199	126	East
16	Salerno	Single Family	1	\$319-\$534	198	278	North
17	Easton Park*	Mixed	6	\$234-\$802	197	211	Southeast
18	Sunset Oaks - Hays	Single Family	2	\$283-\$383	191	247	South
19	Sun City*	Mixed	1	\$130-\$571	187	234	North
20	Turner's Crossing	Single Family	3	\$308-\$600	178	132	South
21	Highlands*	Single Family	3	\$346-\$580	175	193	North
22	Bryson*	Single Family	4	\$283-\$1,144	174	222	Northwest
23	Gregg Ranch	Single Family	3	\$406-\$523	174	137	Burnet
24	Bastrop Grove*	Mixed	1	\$255-\$339	173	187	Southeast
25	Avery Centre*	Mixed	4	\$330-\$515	162	1	North
Totals					6,441	5,982	

Existing Home Prices

For-Sale Housing Market Analysis

Moody's projects that the median existing home price in the Austin MSA will remain essentially flat in 2025 and 2026 before returning to growth in 2027 (1.4%) and 2028 (3.2%). This forecast marks a positive change over Moody's previous baseline forecasts over the last 18 months, which had forecasted a much more significant correction in home prices in 2025 and 2026.



Source: National Association of Realtors (NAR); Zonda Price Forecast; Moody's Analytics Sales Forecast

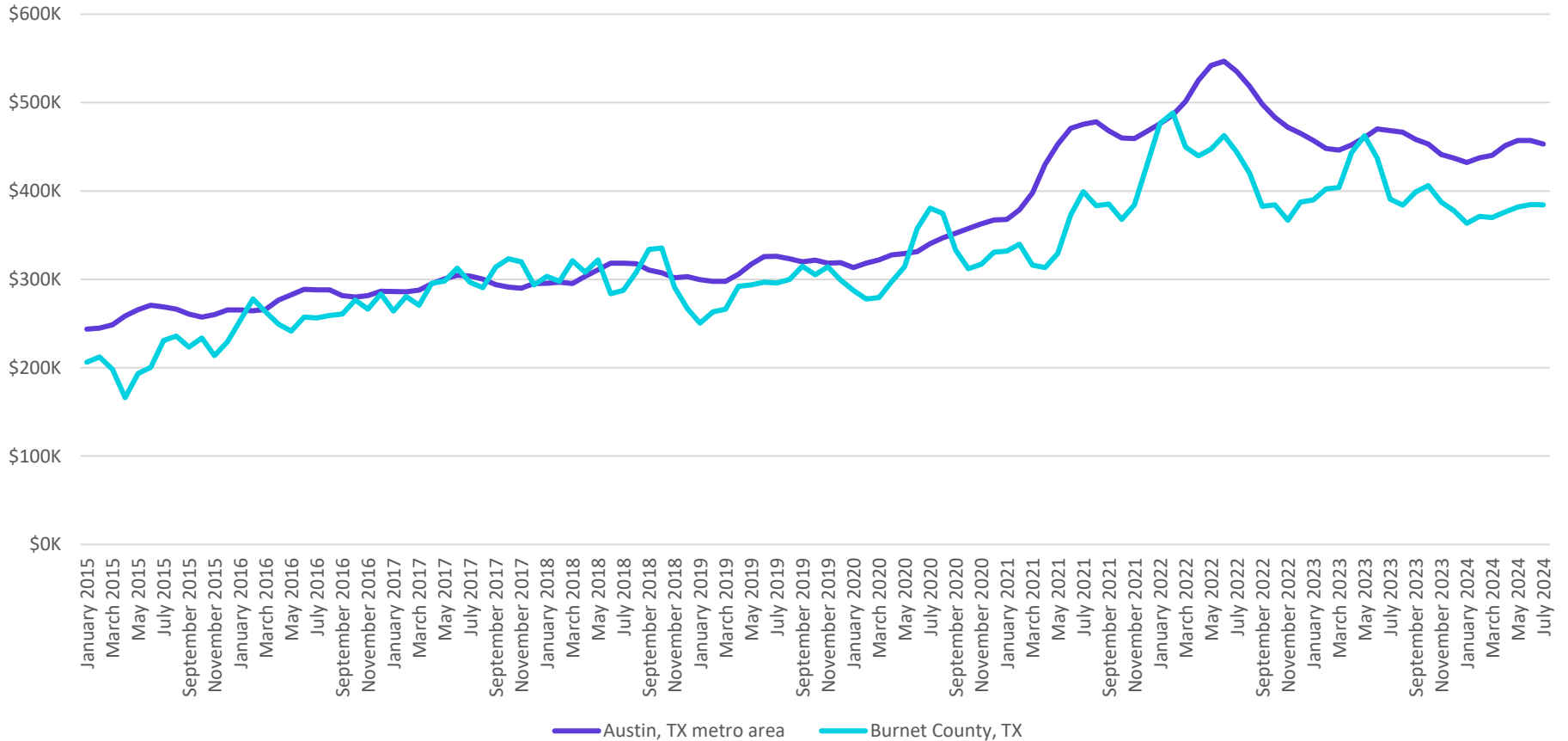
Austin-Round Rock, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Annual Existing SFD Sales	32,970	34,650	37,948	37,714	37,559	39,411	45,835	50,325	40,032	31,571	33,833	37,623	40,880	43,677	46,369
Annual % Change	-4.9%	5.1%	9.5%	-0.6%	-0.4%	4.9%	16.3%	9.8%	-20.5%	-21.1%	7.2%	11.2%	8.7%	6.8%	6.2%
Median Existing SFD Sales Price	\$240,756	\$262,461	\$282,644	\$295,483	\$314,010	\$327,109	\$365,027	\$484,532	\$542,684	\$479,568	\$500,575	\$500,968	\$501,706	\$508,508	\$524,596
Annual % Change	8.7%	9.0%	7.7%	4.5%	6.3%	4.2%	11.6%	32.7%	12.0%	-11.6%	4.4%	0.1%	0.1%	1.4%	3.2%

Monthly Existing Home Prices (3-Mo. Rolling Avg.)

For-Sale Housing Market Analysis

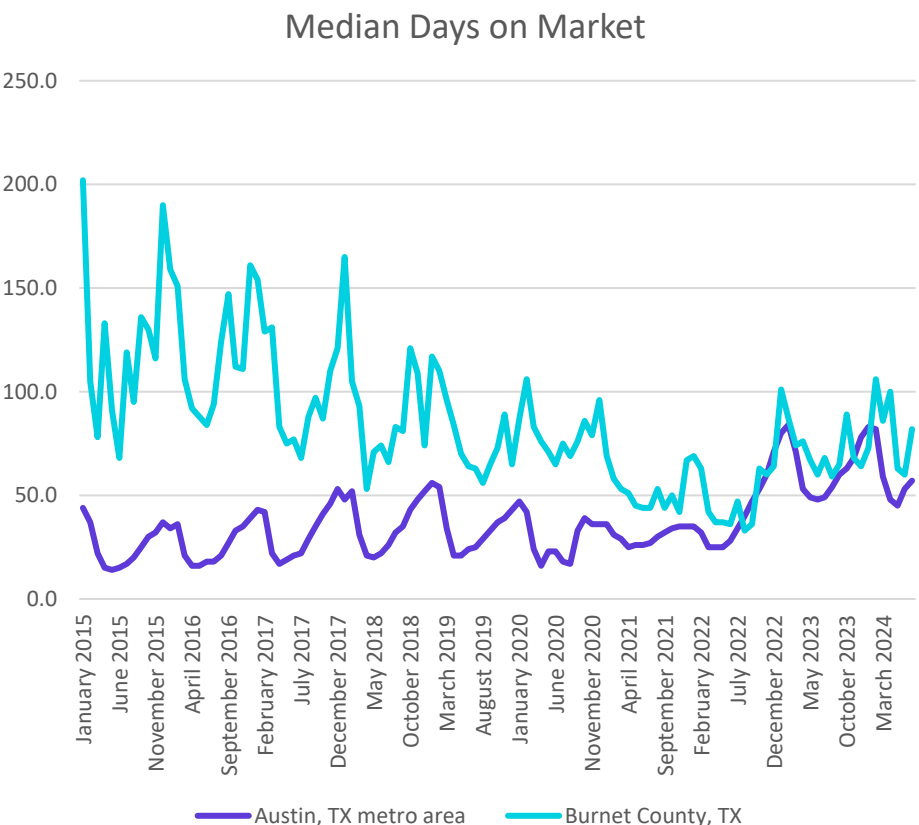
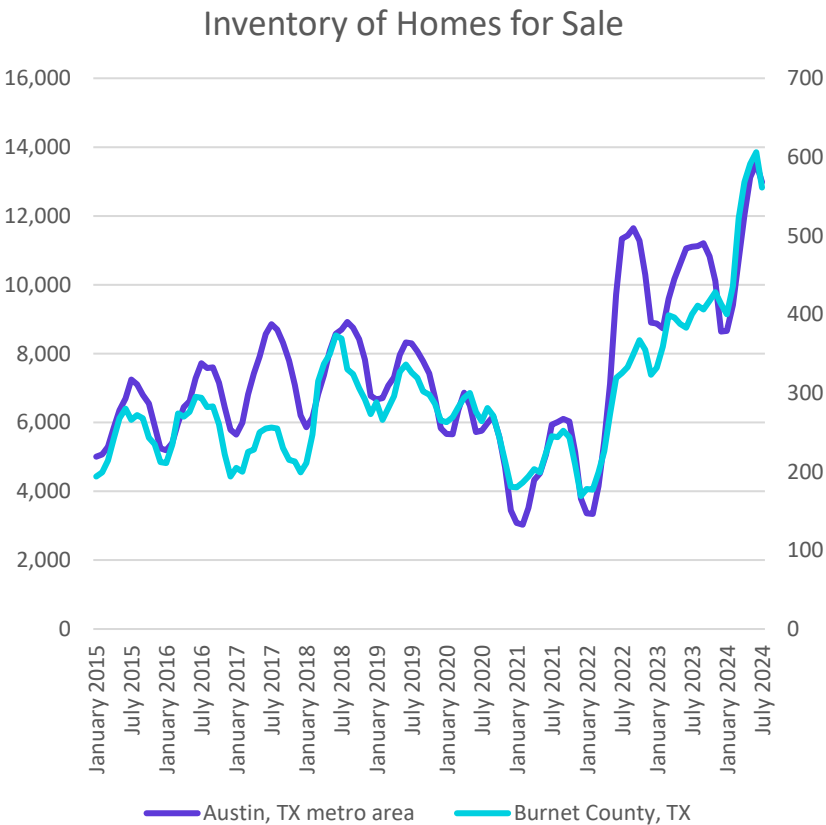
Based on data from Redfin, existing home prices appear to have stabilized in the Austin MSA and in Burnet County. The median sale price in both geographies reached a peak in Spring 2022 and then fell gradually through Spring 2023. Since then, the median price has been mostly stable. In July 2024, the median existing home price in Burnet County stood at \$384,000 (1.7% lower than in July 2023 and up 5.7% since January 2024). In the broader market, the median price over the last three months (\$458,000) is down 3.2% YOY but up 4.8% since January 2024.



Listings and Median Days to Sell

For-Sale Housing Market Analysis

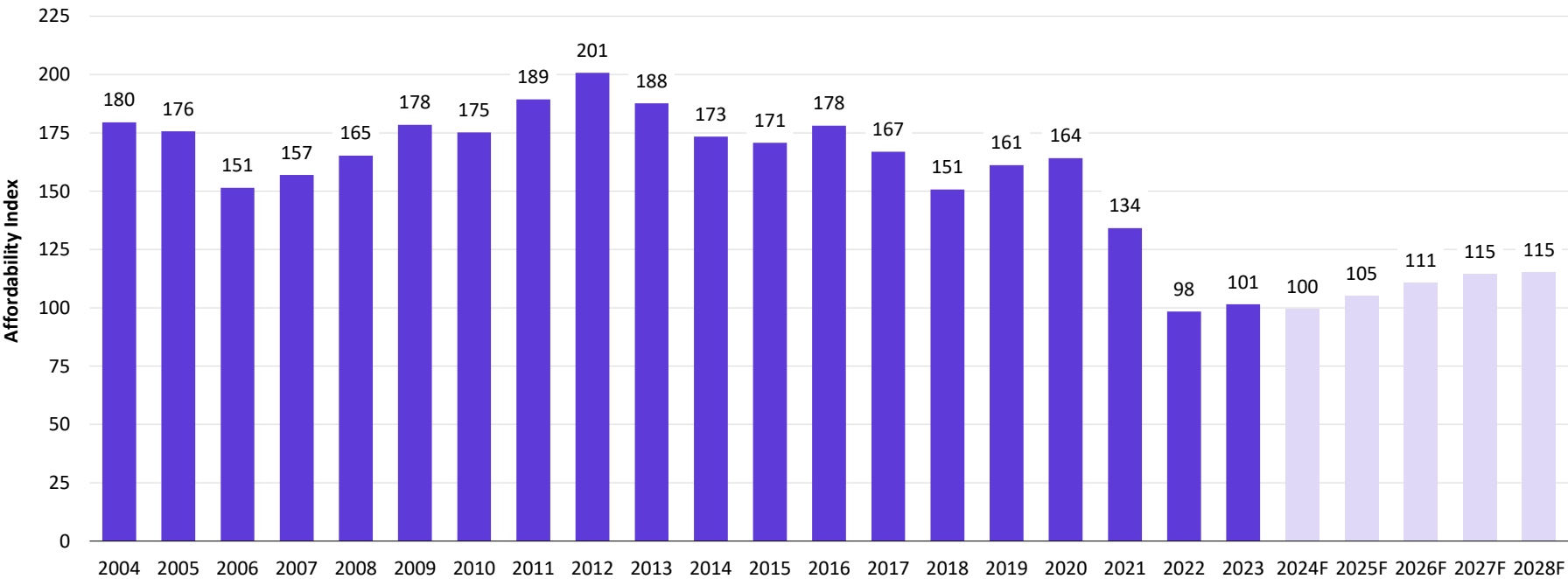
The inventory of homes for sale and listed on MLS has risen sharply in both the Austin MSA and in Burnet County. As of July 2024, there were approximately 13,000 homes listed for sale in the MSA, a 17% increase YOY and the highest total in the last five years. Listings in the CMA have followed a similar trend. The median number of days on the market in the MSA also increased compared to the pre-COVID average of 35 days. As of July 2024 it stands at 53.0 days according to Redfin. However, the ABOR MLS reports the median number of days on the market as just 34 days. While this trend bears watching, we note that inventories in both the MSA and Burnet County dropped slightly from June to July and overall sales volumes appear to be similar to July 2023 in both geographies.



Affordability

For-Sale Housing Market Analysis

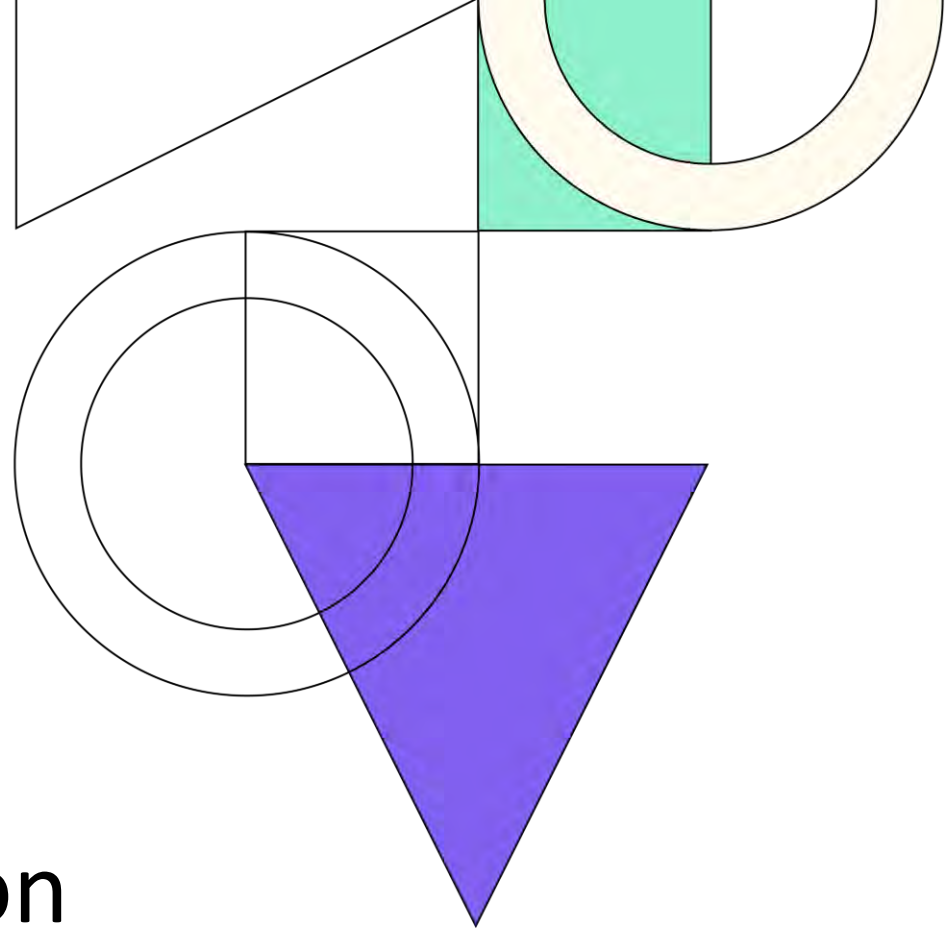
Rapidly rising home prices during and after the pandemic coupled with mortgage rate increases reduced housing affordability to record lows in the Austin MSA. Moody's estimates that in 2024, a household with the median income has 100% of the necessary income to purchase the median-priced home in the MSA. That is down from 164% in 2020 but up slightly from the low of 98% in 2022. However, the ratio is expected to gradually improve through 2028 based on expectations of increasing incomes, flat prices, and flat or falling interest rates.



Source: Moody's Analytics; National Association of Realtors (NAR)

Austin-Round Rock, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

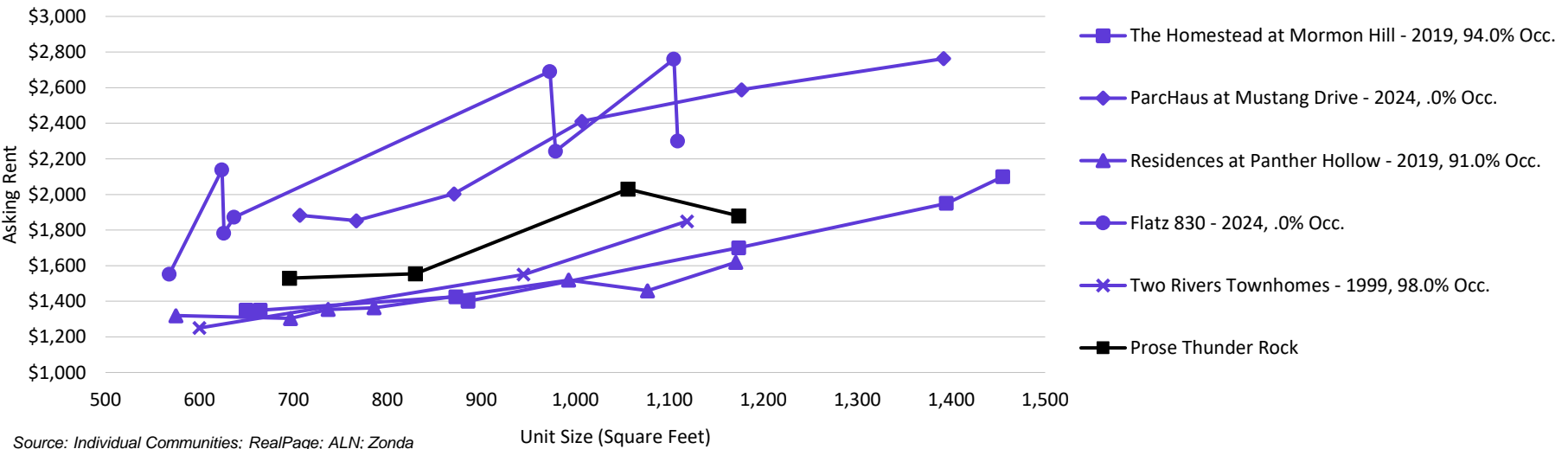
Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Affordability Index	173.4	170.8	178.1	166.9	150.8	161.2	164.2	134.2	98.4	101.5	99.6	105.2	110.8	114.5	115.3



Apartment Pricing and Absorption

Overall Market Position Recommendations
Apartments Pricing and Absorption

The table below shows current rents at Prose Thunder Rock, a 367-unit apartment property that is nearing completion and pre-leasing in the Subject Property. The chart compares those rents (shown in black) with four additional new rental communities in Marble Falls. Two of these communities (ParcHaus and Flatz 830) are brand new. ParcHaus has begun pre-leasing while Flatz 830 has only published rents. Considering that the other two properties are approximately five years old, the Subject Property’s positioning above them but below ParcHaus and Flatz is reasonable (ParcHaus offers private garages and yards and the projected rents at Flatz appear to be above market). These rents are also an excellent guide to what the two future apartment communities may achieve at the Subject Property.



Property Name									Lease	Base		Est.	Avg.		Net. Eff.		Net. Eff.		
Location		Client/Developer		Size	Bed	Bath	Level	Pkg	Up	Monthly	\$/SF	Avg.	Monthly		Rent	\$/SF	Base	Avg	
Product Details		Lease Summary	Mix	SF				Typ	Rate	Rent	\$/SF	Prem.	Rent	\$/SF	Concessions	Rent	\$/SF	Rent	\$/SF
Prose Thunder Rock Marble Falls, TX Product: Apartments Building Stories: 1-2 Parking (Included): O	Alliance Realty		20	696	1.0	1.0	1	O	12.0	\$1,515	\$2.18	\$0	\$1,515	\$2.18	(\$117)	\$1,398	\$2.01	\$1,398	\$2.01
			167	830	1	1.5	1	O		\$1,540	\$1.86	\$0	\$1,540	\$1.86	(\$118)	\$1,422	\$1.71	\$1,422	\$1.71
	Total Units: 367		20	1,056	2	2.0	1	O		\$2,015	\$1.91	\$0	\$2,015	\$1.91	(\$155)	\$2,015	\$1.91	\$2,015	\$1.91
	Est Market Entry Sep - 2024		160	1,174	2	2.0	1	O		\$1,865	\$1.59	\$0	\$1,865	\$1.59	(\$143)	\$1,865	\$1.59	\$1,865	\$1.59
Summary Statistics:				985					12.0	\$1,706	\$1.73	\$0	\$1,706	\$1.73	(\$131)	\$1,646	\$1.67	\$1,646	\$1.67

52 Source: Zonda; Individual Communities; Parking Type O = Open Surface Lot

Rent Appreciation

Apartments Pricing and Absorption

As of 2Q24, rents in the Austin region are still moderating after rapid gains in late 2021 and 2022. Although RealPage expects the average rent in the MSA to resume positive growth in 2025 and beyond, our forecast assumes no growth through 2026, before resuming slow growth in 2027 (due to the fact that there are currently three properties now leasing up or soon to be in the relatively small submarket of Marble Falls). Until these are fully leased up, there will likely be little market support for higher rents.

Net Effective - Average Rent Appreciation Schedule										
Community	Type	# of Units	Net Effective Average	2024 0.0%	2025 0.0%	2026 0.00%	2027 2.00%	2028 3.00%	2029 3.00%	2030 3.00%
Prose Thunder Rock	Apartments	367	\$1,646	\$1,646	\$1,646	\$1,646	\$1,679	\$1,729	\$1,781	\$1,835
Community Summary		367	\$1,646	\$1,646	\$1,646	\$1,646	\$1,679	\$1,729	\$1,781	\$1,835

Net Effective - Average Rent Per Square Foot Appreciation Schedule										
Community	Type	# of Units	Net Effective Average	2024 0.0%	2025 0.0%	2026 0.0%	2027 2.0%	2028 3.0%	2029 3.0%	2030 3.0%
Prose Thunder Rock	Apartments	367	\$1.67	\$1.67	\$1.67	\$1.67	\$1.70	\$1.76	\$1.81	\$1.86
Community Summary		367	\$1.67	\$1.67	\$1.67	\$1.67	\$1.70	\$1.76	\$1.81	\$1.86

Additional Revenue Streams

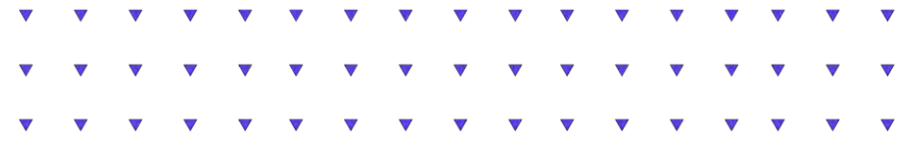
Apartments Pricing and Absorption

Additional revenue streams above and beyond base rents can be achieved at the Subject Property. Additional revenues at the Subject Property can be generated via:

- ☐ Unit Premiums: \$20 to \$150 per month for individual unit premiums (cul-de-sac lots, amenity views/proximity, units with larger yards)
- ☐ Short-Term Leases: 0% to 20% rent premiums for under 12-month leases (premiums vary widely based on daily pricing).
- ☐ Pet Deposits/Rent: Upfront deposits of \$250 to \$400 (non-refundable portion) and \$15 to \$25 per month per pet.
- ☐ Application Fees: Upfront fee of \$45 to \$75 per lease applicant.
- ☐ Administrative Fees: Upfront fee of \$150 per lease.
- ☐ Detached Garages: \$100 to \$125 per month

The table below illustrates current fees at the surveyed competitive apartments.

Rental Properties			App Fee	Admin Fee	Garage	Pet Fee	Pet Monthly	Trash	Other
1	The Homestead at Mormon Hill	Capstone	\$45	\$150	\$100	\$250	\$15	-	-
2	ParcHaus at Mustang Drive	Portico Property Management	\$50	\$150	-	\$350	\$25	-	-
3	Residences at Panther Hollow	NE Management	\$75	\$150	\$125	\$400	\$20	\$38	-
4	Flatz 830	Kairoi Residential	-	-	-	-	-	-	-
5	Two Rivers Townhomes	NA	\$35	\$0	-	\$300	\$20	\$25	-



Community Amenities

Apartments Pricing and Absorption

The amenities at Prose Thunder Rock (and assumed for the future apartment communities at the Subject Property) are comparable or better than the other new apartment communities in Marble Falls. Only ParcHaus at Mustang Drive, which offers private yards and garages, has superior amenities when compared to the Subject Property.

Community Amenities	Subject	Multifamily				
		The Homestead at Mormon	ParcHaus at Mustang Drive	Residences at Panther Hollow	Flatz 830	Two Rivers Townhomes
Bicycle Storage						
Clubhouse	X	X	X	X	X	X
Demonstration/Outdoor Kitchen		X	X			
Dog Park	X	X	X	X	X	
Dog Wash						
Elevators						
Fitness Center	X	X	X	X	X	
Media Room						
Package Lockers			X			
Playground	X					
Pool	X	X	X	X	X	
Rooftop Deck						
Secured Corridors						
Walking Trail	X					
Unit Features						
Ceiling Height	9'	9'	10'	9'	9'	9'
Appliances	Stainless	Stainless	Stainless	Black	Stainless	Stainless
Counters	Granite	Granite	Quartz	Granite	Granite	Granite
Living Area Flooring	Plank	Plank	Plank	Plank	Plank	Plank
Nest Thermostats		-	-	-	-	-
Washers/Dryers	Included	Connections	Connections	Included	Connections	Connections
Tile Backsplash	X	X	X	X	X	X
Fenced Backyard			X			

Lease-up Pace

Apartments Pricing and Absorption

Data on lease-ups in Marble Falls is limited due to the lack of new properties. However, average lease-up paces are available for the Homestead at Mormon Hill (Phase 2) and Residences at Panther Hollow, both of which leased up in 2019 at average paces ranging from 7.2 to 9.5 units per month. As this information is now five years old, we relied on more current information for the entire Austin MSA (shown on the next page) to inform our projected lease-up pace of 12 units per month. Prose Thunder Rock began pre-leasing in July 2024 and has leased six units according to property staff. First move-ins are expected in October.



Average Lease-up Paces in the Austin MSA

Apartments Pricing and Absorption

As of July 2024, the average lease-up pace per property per month in the Austin MSA was 12 units per month. That falls somewhat below the long-term average of 17 units per month per property since 2019. As the chart below illustrates, the slower absorption is not due to lack of demand (total absorption in July was higher than at any time since 2021), but rather many properties leasing up simultaneously. Typically, we would expect a new apartment property in the Austin MSA to lease-up at a pace of 15 to 25 units per month. However, given the Subject Property’s distance from Central Austin and the nearby competition, we concluded that a slower lease-up pace of 12 units per month was more reasonable.



57 Source: RealPage; Zonda

Demand

Apartments Pricing and Absorption

ESRI estimates that the Marble Falls ISD will add 606 new households per year through 2029. If we assume that the homeownership rate (estimated by ESRI at 74.9% as of 2024) gradually declines as more rental properties are offered, we can expect renter household growth of 245 to 290 households per year from 2025 to 2029. Assuming an average absorption pace of 12 units per month across all known properties about to start leasing or in the pipeline, absorption would have to exceed average annual renter household growth in 2025 and 2026 and it would take until 2027 to bring the market back in balance. For that reason, we do not expect the two additional proposed apartment communities at the Subject Property to deliver until 2028.

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Households (ESRI)	10,635	10,909	11,183	11,456	11,730	12,336	12,941	13,547	14,152	14,758	15,364	15,969
Total Growth		274	274	274	274	606	606	606	606	606	606	606
Homeownership Rate	74.9%	74.9%	74.9%	74.9%	74.9%	74.2%	73.4%	72.7%	71.9%	71.2%	70.4%	69.7%
Homeowner HHs	7,966	8,171	8,376	8,581	8,786	9,147	9,499	9,842	10,176	10,500	10,816	11,123
Renter HHs	2,669	2,738	2,807	2,876	2,944	3,189	3,442	3,705	3,977	4,258	4,548	4,847
Homeowner HH Growth		205	205	205	205	361	352	343	334	325	316	307
Renter HH Growth		69	69	69	69	245	254	263	272	281	290	299
Owner Households												
Subject Property Owner HHs				76	156	122	171	174	172	150	165	165
Share of CMA HH Growth				37%	76%	34%	49%	51%	52%	46%	52%	54%
Renter Households												
ParcHaus at Mustang (190 Units)					36	144						
Flatz 830 (264 Units)						144	94					
Homestead at Mormon Hill Ph.3 (52 Units)						48	1					
Sub. Property (Prose Thunder Rock - 367 Units)					36	144	144	25				
Sub. Property (MM Marble Falls 1070, LLC - 317 Units)									144	144	13	
Sub. Property (ECC - 240 Units)									144	84		
Total Projected Absorption					72	480	239	25	288	228	13	0
Projected Renter HH Growth - Absorption					-3	-235	15	238	-16	53	277	
Cumulative Renter HH Growth - Absorption					-3	-239	-224	14	-3	50	327	327
Subject Property Share of Renter HH Growth												
					52%	59%	57%	10%	106%	81%	5%	0%

Estimated Assessed Value of Rental Units

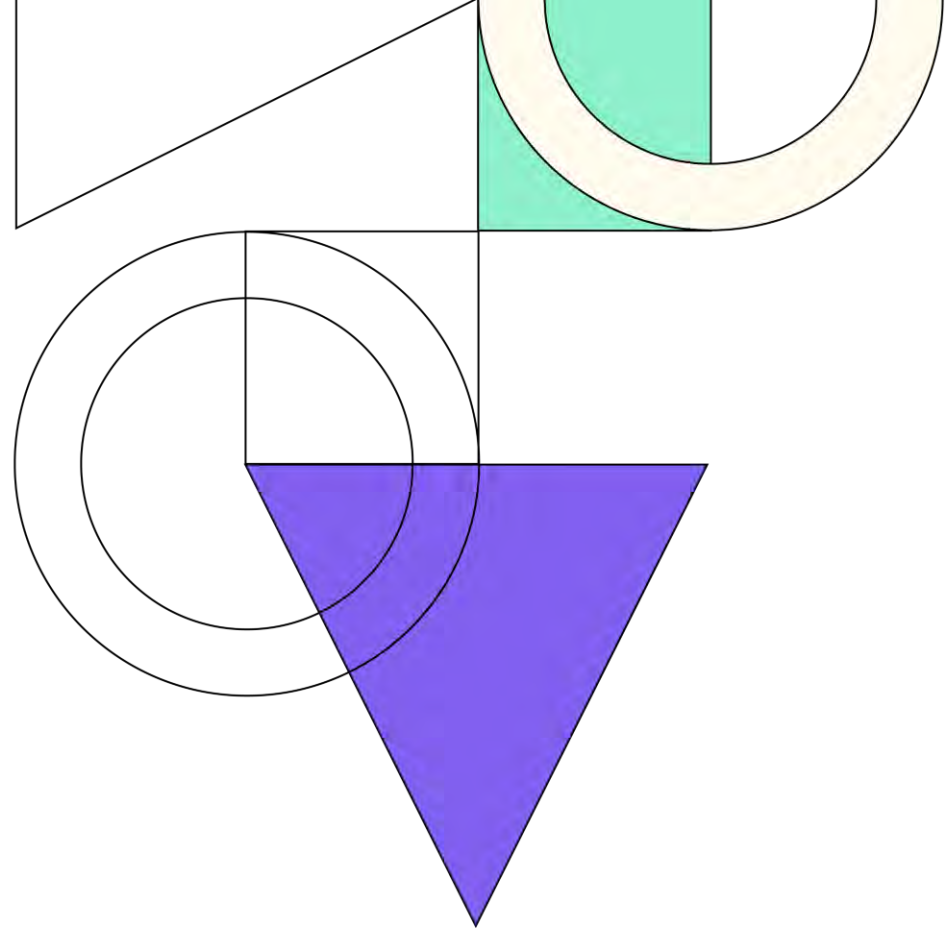
Apartments Pricing and Absorption

Based on a typical income capitalization approach, we would expect apartments at the Subject Property (using rents at Prose Thunder Rock as an example) to be valued at approximately \$180,000 to \$198,000 per unit. That is reasonably consistent with assessed values across the region as shown in the table below. However, Burnet County appears to value apartment properties much lower. The average assessed value per unit for the three properties identified in Marble Falls ranges from \$80,000 to \$104,000 per unit, despite rents which are comparable to the other listed properties. The difference in assessed values may be related to appraisal practices in Burnet County. Nonetheless, we expect Burnet County to value brand new apartments, such as at the Subject Property, higher than the five year old (and 20+ year old) examples shown in the table below. Our best estimate, given this information is that Burnet County would likely assess new apartments at the Subject Property at a value of \$125,000 to \$150,000 per unit.

Product	Units	Size (SF)	Effective Monthly Rent	Annual per Unit						Value Estimates per Unit		
				Rent	Other Revenue(5.0%)	Vacancy Loss(5.0%)	Gross Income	Operating Expenses(50.0%)	NOI	Min Cap Rate 5.00%	Max Cap Rate 5.50%	Average 5.25%
Total/Avg.	367	985	\$1,646	\$19,751	\$988	-\$988	\$19,751	-\$9,876	\$9,876	\$198,000	\$180,000	\$188,000

Property	Year Built	County	Units	Avg. Rent	Assessed Value	AV Per Unit
The Homestead at Mormon Hill	2019	Burnet	133	\$1,583	\$13,400,000	\$100,752
Residences at Panther Hollow	2019	Burnet	200	\$1,406	\$20,873,193	\$104,366
Two Rivers at Townhouses	1998	Burnet	54	\$1,450	\$4,335,000	\$80,278
Berkshire Lakeway	2017	Travis	350	\$1,895	\$90,520,000	\$258,629
Estates at Bee Cave	2015	Travis	316	\$1,558	\$73,000,000	\$231,013
Cielo	2014	Travis	554	\$1,801	\$139,129,263	\$251,136
The Conley	2020	Williamson	259	\$1,455	\$55,778,086	\$215,359
Broadstone Bryson	2023	Williamson	306	\$1,554	\$71,500,000	\$233,660
Bexley Wolf Ranch	2018	Williamson	332	\$1,430	\$59,712,624	\$179,857
	2016		2,504	\$1,618	\$528,248,166	\$210,962

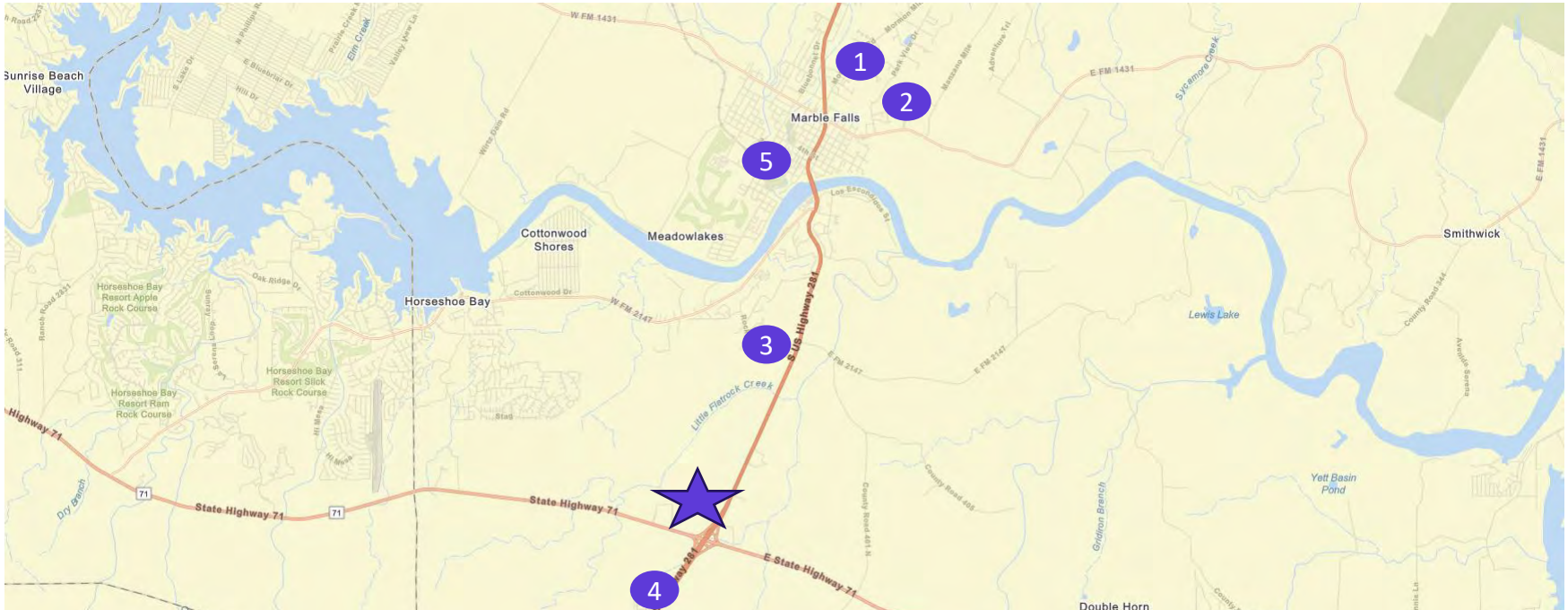
Apartments Competitive Supply



Location of Surveyed Apartment Communities

Apartments Competitive Supply

We identified five apartment communities close to the Subject Property that can provide guidance regarding achievable rents, occupancy rates, and lease-up paces for apartments at the Subject Property (in addition to the Subject Property itself). Note that ParcHaus at Mustang Drive only recently began pre-leasing and has no occupants and Flatz 830 is still under construction but has posted asking rents.



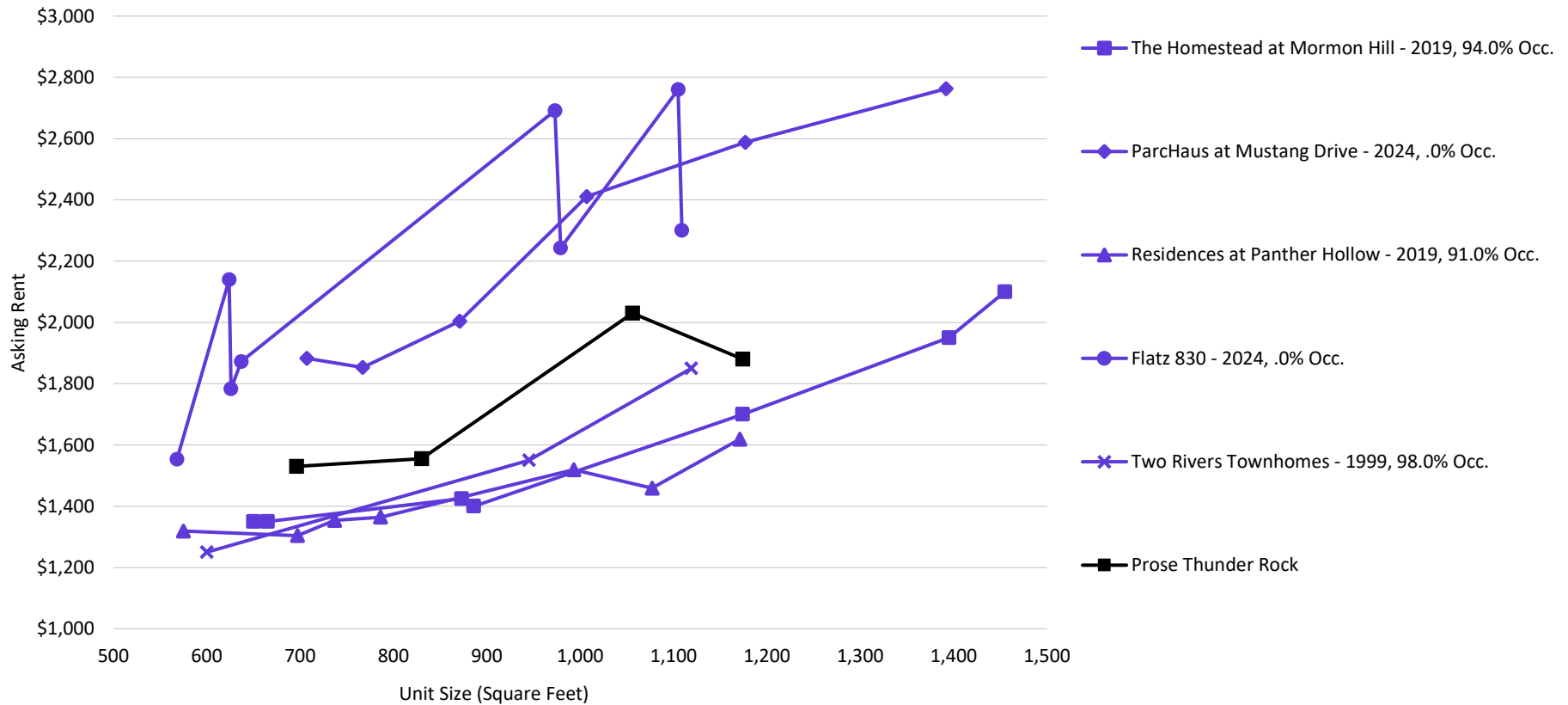
#	Community/Project	Management Company/ Builder	Story	Units	Occ.	Unit Size Range			Rent Range			Rent/SF			Avg. Conc.	Eff. Rent Avg	Eff. Rent/SF Avg
Rental Properties						Min	Max	Avg	Min	Max	Avg	Min	Max	Avg			
1	The Homestead at Mormon Hill	Capstone	Two	133	94.0%	650	1,455	1,030	\$1,350	\$2,100	\$1,583	\$1.40	\$2.08	\$1.54	\$0	\$1,583	\$1.54
2	ParcHaus at Mustang Drive	Portico Property Management	Two	190	0.0%	707	1,392	973	\$1,853	\$2,763	\$2,245	\$1.98	\$2.66	\$2.31	(\$188)	\$2,058	\$2.12
3	Residences at Panther Hollow	NE Management	Three	200	91.0%	575	1,171	833	\$1,304	\$1,619	\$1,406	\$1.35	\$2.29	\$1.74	(\$42)	\$1,364	\$1.69
4	Flatz 830	Kairoi Residential	Three	200	0.0%	568	1,109	812	\$1,553	\$2,760	\$2,178	\$2.07	\$3.43	\$2.73	\$0	\$2,178	\$2.73
5	Two Rivers Townhomes	NA	Two	54	98.0%	600	1,119	805	\$1,250	\$1,850	\$1,450	\$1.64	\$2.08	\$1.86	(\$94)	\$1,379	\$1.78



Recommended Rents vs. Apartments

Apartments Competitive Supply

Prose Thunder Rock's rents are reasonable in comparison to the competition. They are above the older properties of the Residences at Panther Hollow (2019), The Homestead at Mormon Hill (2019) and the Two Rivers Townhomes (1998) but below the brand new ParcHaus at Mustang Drive (property that offers private yards and garages). Prose Thunder Rock's rents are also below the published rents for Flatz 830, a property that will offer a similar level of features and amenities. While that might suggest upside potential for Prose Thunder Rock, we believe it is more likely that Flatz 830 rents will adjust downward when leasing begins. Note that Prose Thunder Rock is currently offering a concession of one-month free.

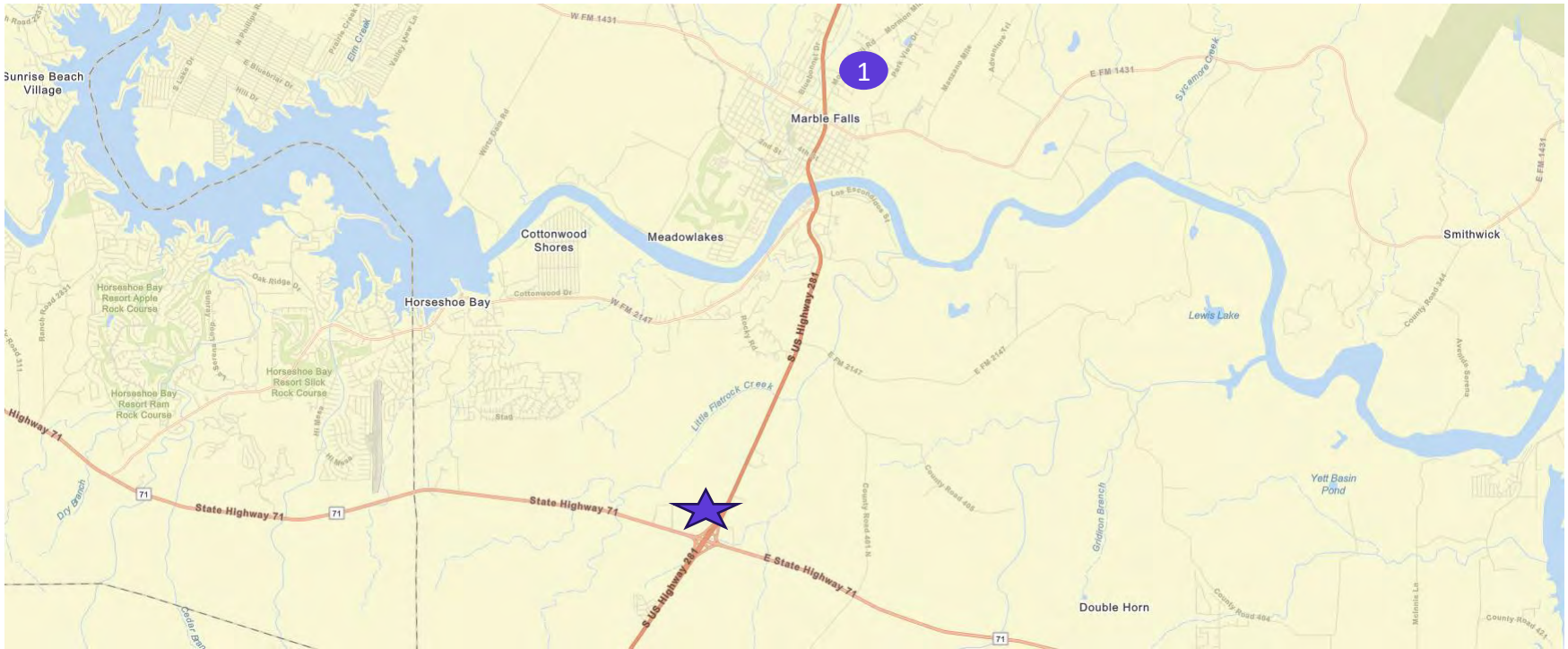


Source: Individual Communities; RealPage; ALN; Zonda

Pipeline

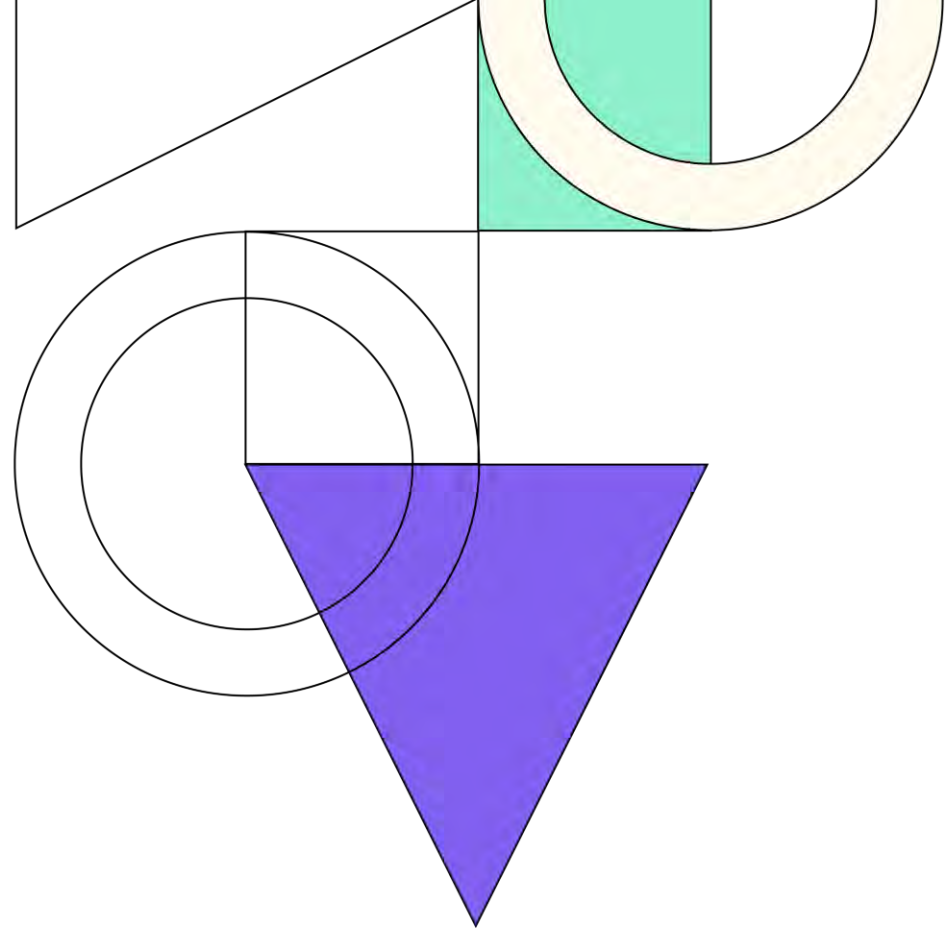
Apartments Competitive Supply

Besides Flatz 830 and ParchHaus at Mustang Drive and the apartment communities planned for the Subject Property, the pipeline of new development in Marble Falls is limited. We identified only one project (third phase of Homestead at Mormon Hill) which will add just 52 units to the inventory in 2025.



Map Key	Property	Units	Completion Date
1	Homestead at Mormon Hill (Ph. 3)	52	Spring 2025

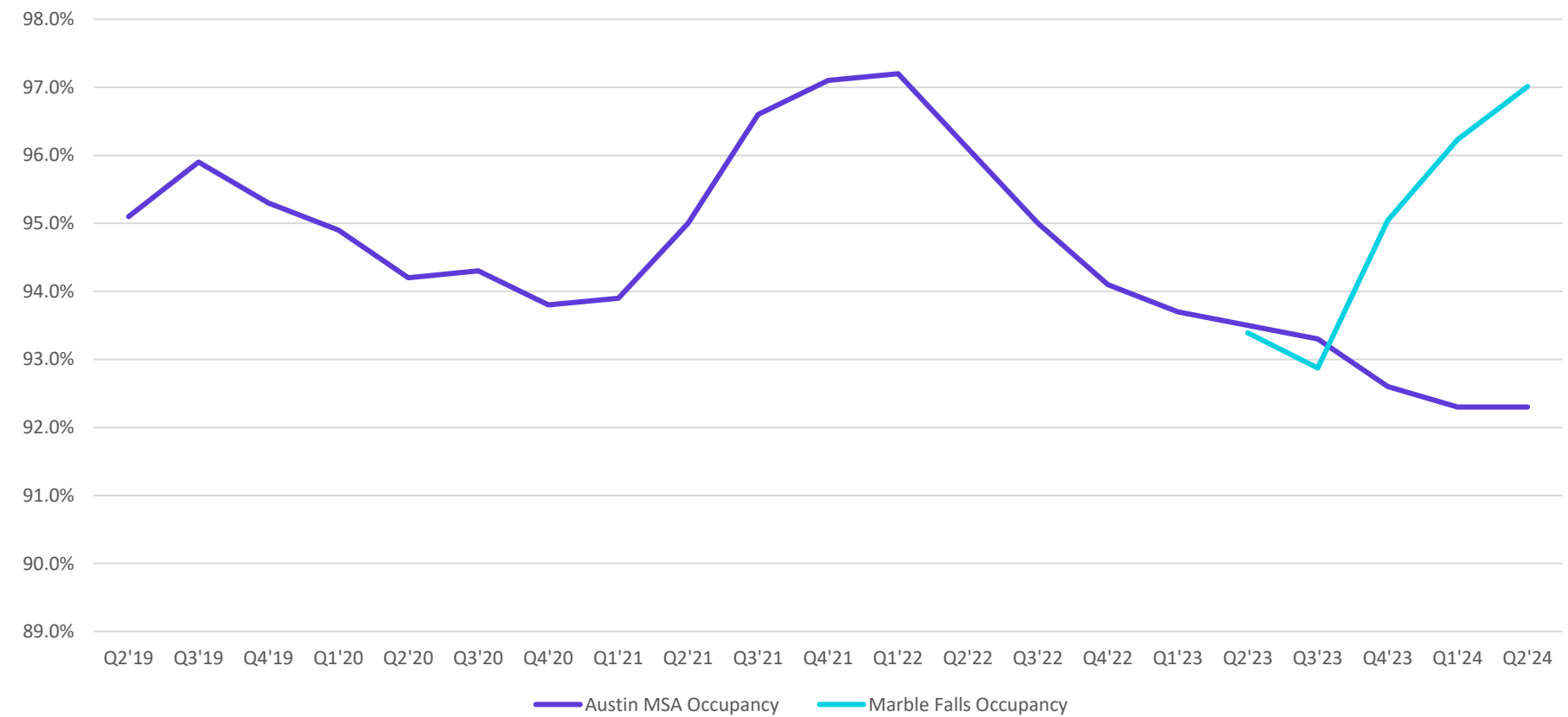
Apartment Market Conditions



Occupancy

Apartment Market Conditions

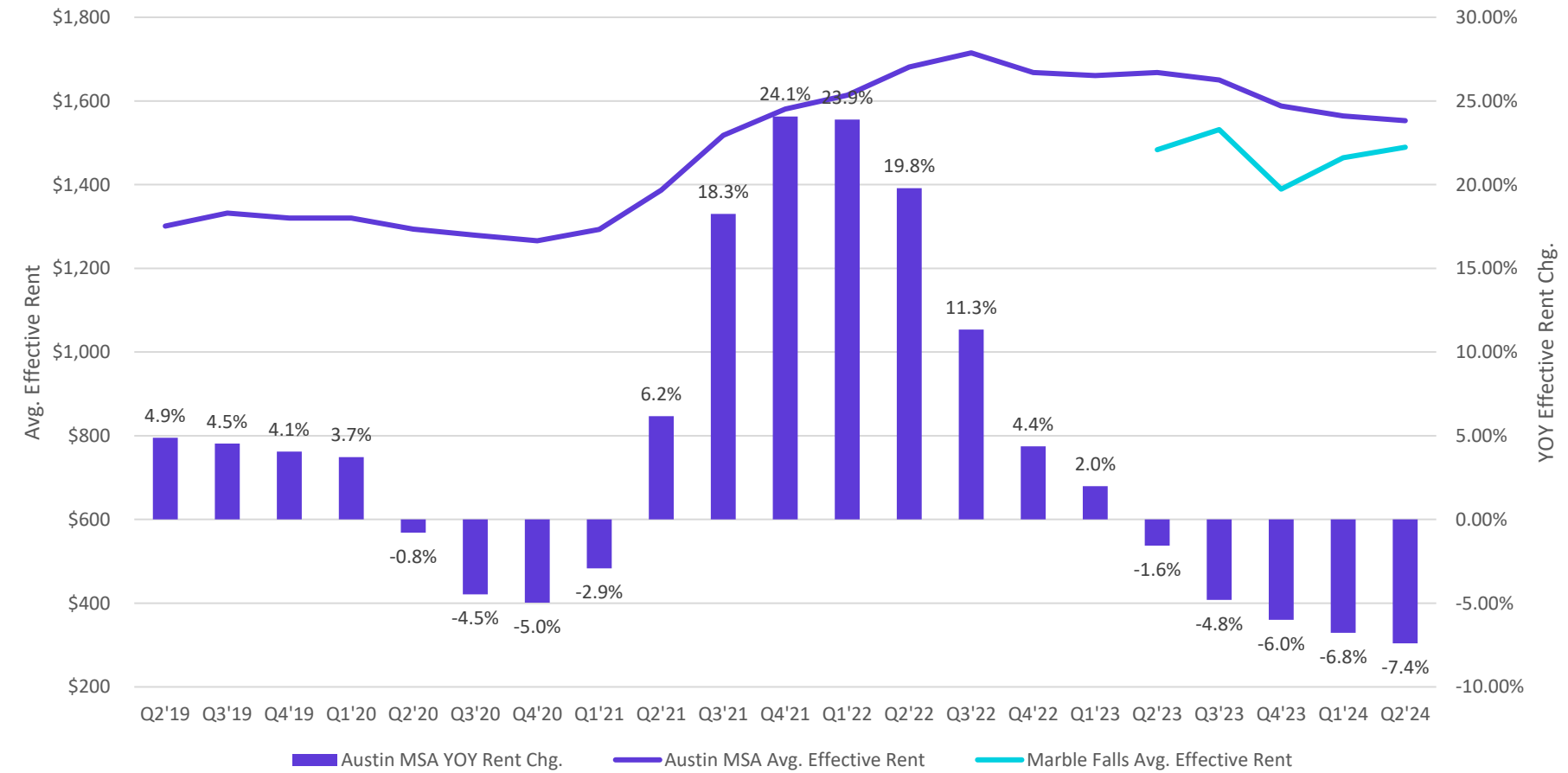
Average apartment occupancy in the Austin MSA declined from a peak at 97% in 1Q22. As of 2Q24, occupancy stands at 92.3%. With that said, occupancy remained stable from 1Q24 to 2Q24, potentially indicating that occupancy has reached a bottom. That is RealPage’s expectation as it projects occupancy will improve in the second half of 2024 and into 2025. Note that RealPage does not publish data specific to Marble Falls due to a lack of inventory. However, Zonda constructed an average based on data specific to three properties in the comp set (Residences at Panther Hollow, Homestead at Mormon Hill, and Two River Townhomes) for the last year. This data shows Marble Falls occupancy much higher than the MSA average (though the limited number of properties makes it more susceptible to noise).



Rent Growth

Apartment Market Conditions

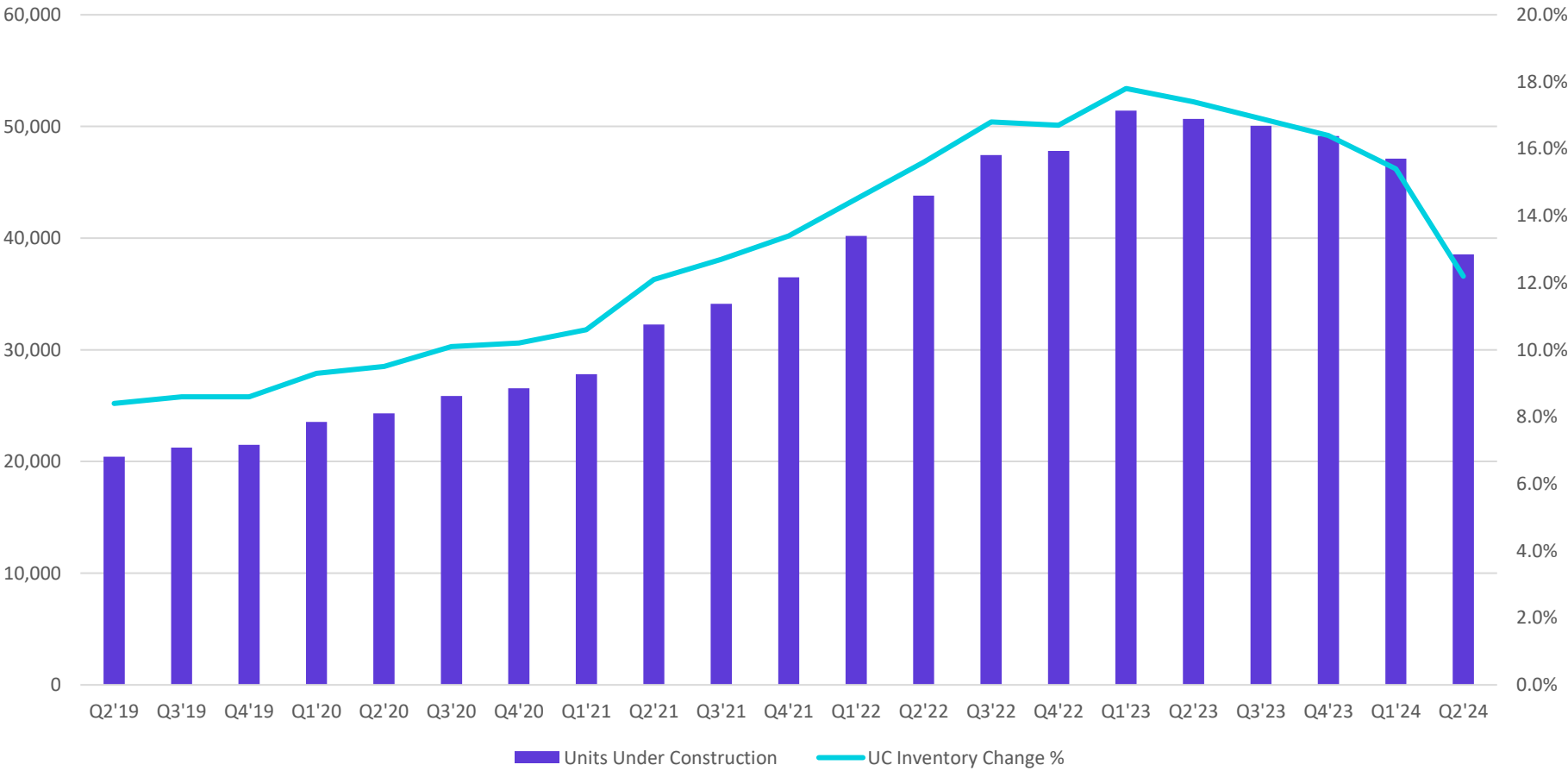
The average effective rent in the Austin MSA in 2Q24 was down 7.4% YOY. However, at \$1,553 per month, it remains well above pre-pandemic rents (\$1,301 in 2Q19). RealPage expects 2Q24 to mark the end of rent declines in the Austin MSA (at least for the foreseeable future). The average effective rent in Marble Falls (based on three properties) as of 2Q24 was essentially unchanged from the year prior.



Units Under Construction

Apartment Market Conditions

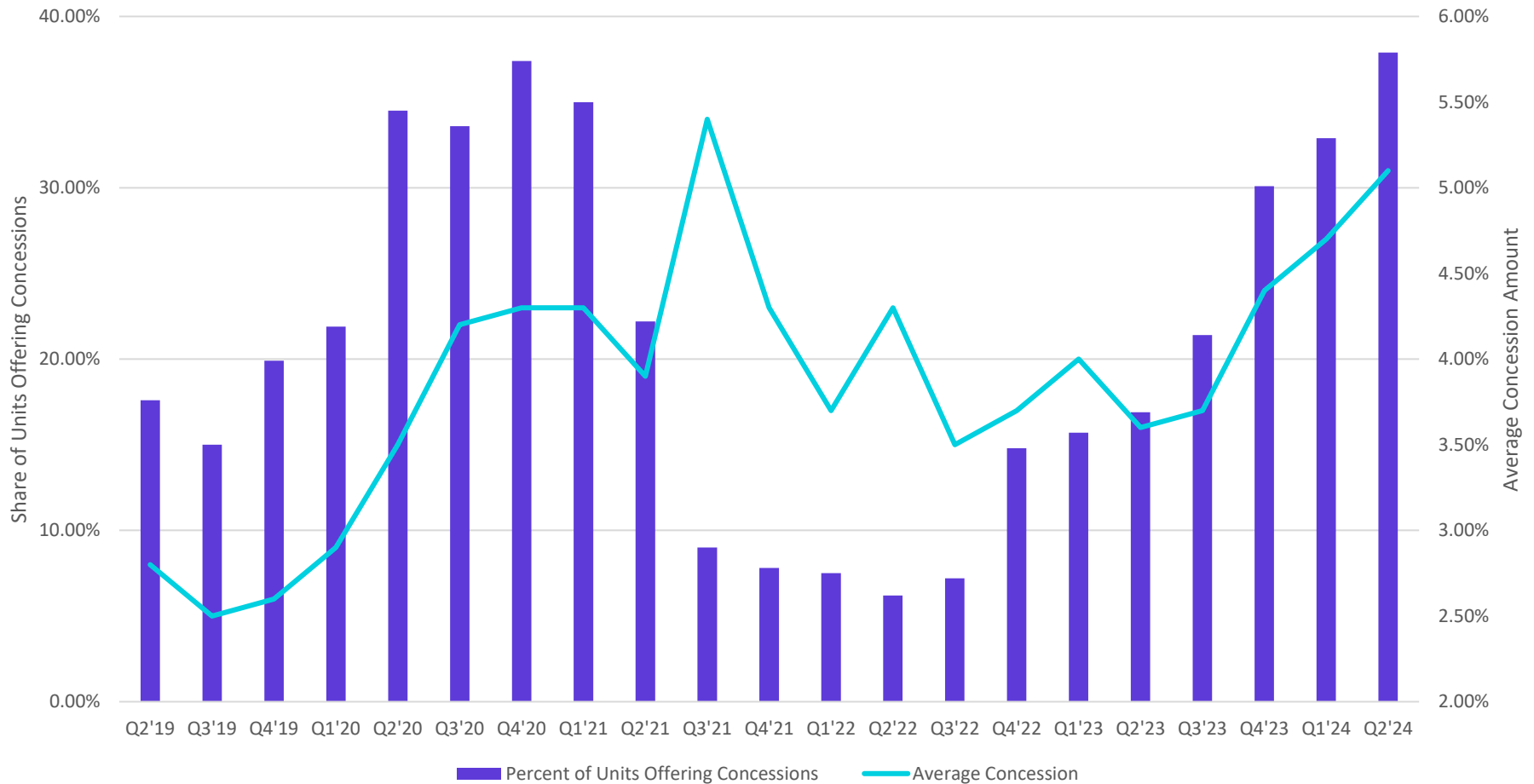
The number of units under construction in the MSA peaked in 1Q23 at over 50,000 units and fell to 38,537 units (roughly 12.2% of existing inventory) as of 2Q24. Due to recent challenges in financing new apartment construction, we expect the pipeline of units under construction to slow further over the next 12 to 18 months. This should reduce some supply pressure on the market, allowing occupancy and rent growth to return to more typical levels in 2025.



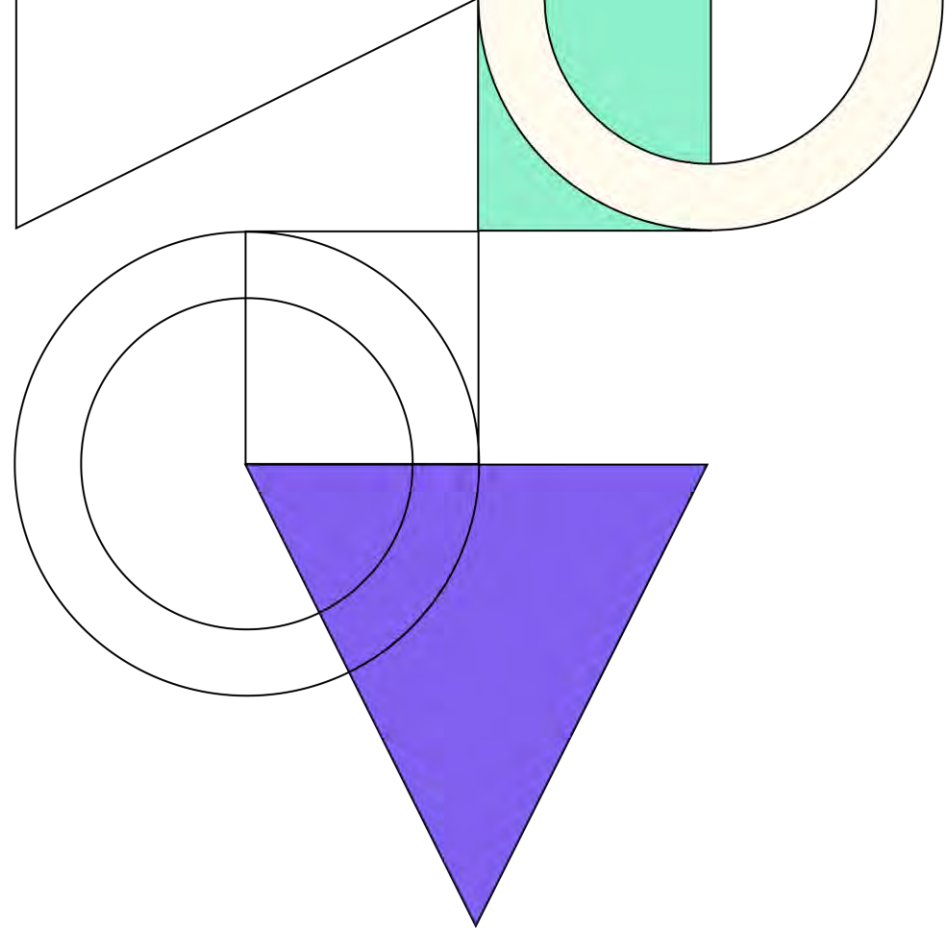
Concessions

Apartment Market Conditions

RealPage estimates that operators are offering concessions on 37.9% of all units the Austin MSA, the highest amount in the last five years (and a driver of the declines in effective rent shown on the previous page). The average concession amount has also trended upward and stands at 5.1% as of 2Q24. These numbers indicate that owners and operators are still adjusting to the large amount of new supply that has entered the market in the last year.



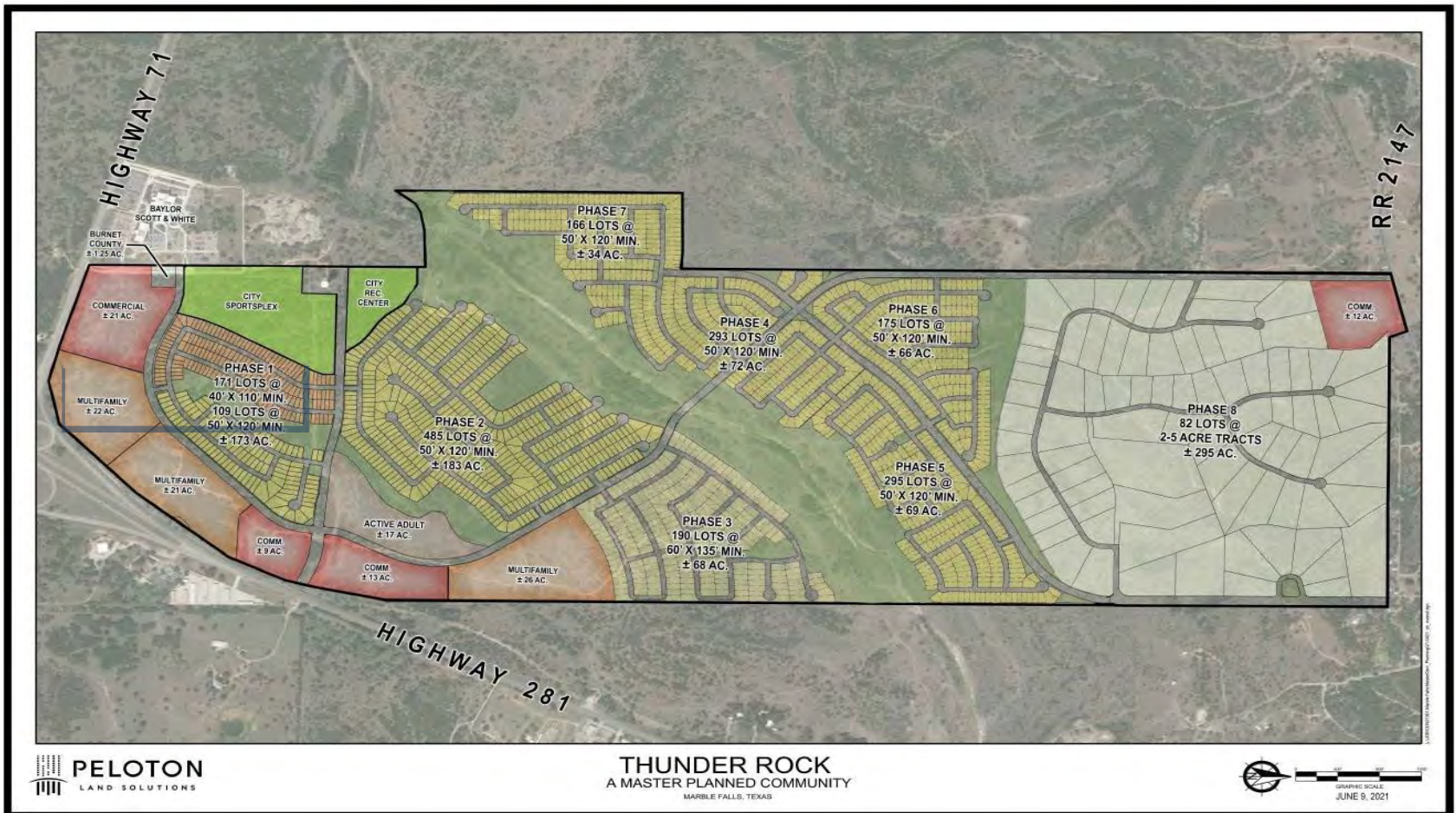
Retail Analysis



Development Overview

Retail Analysis

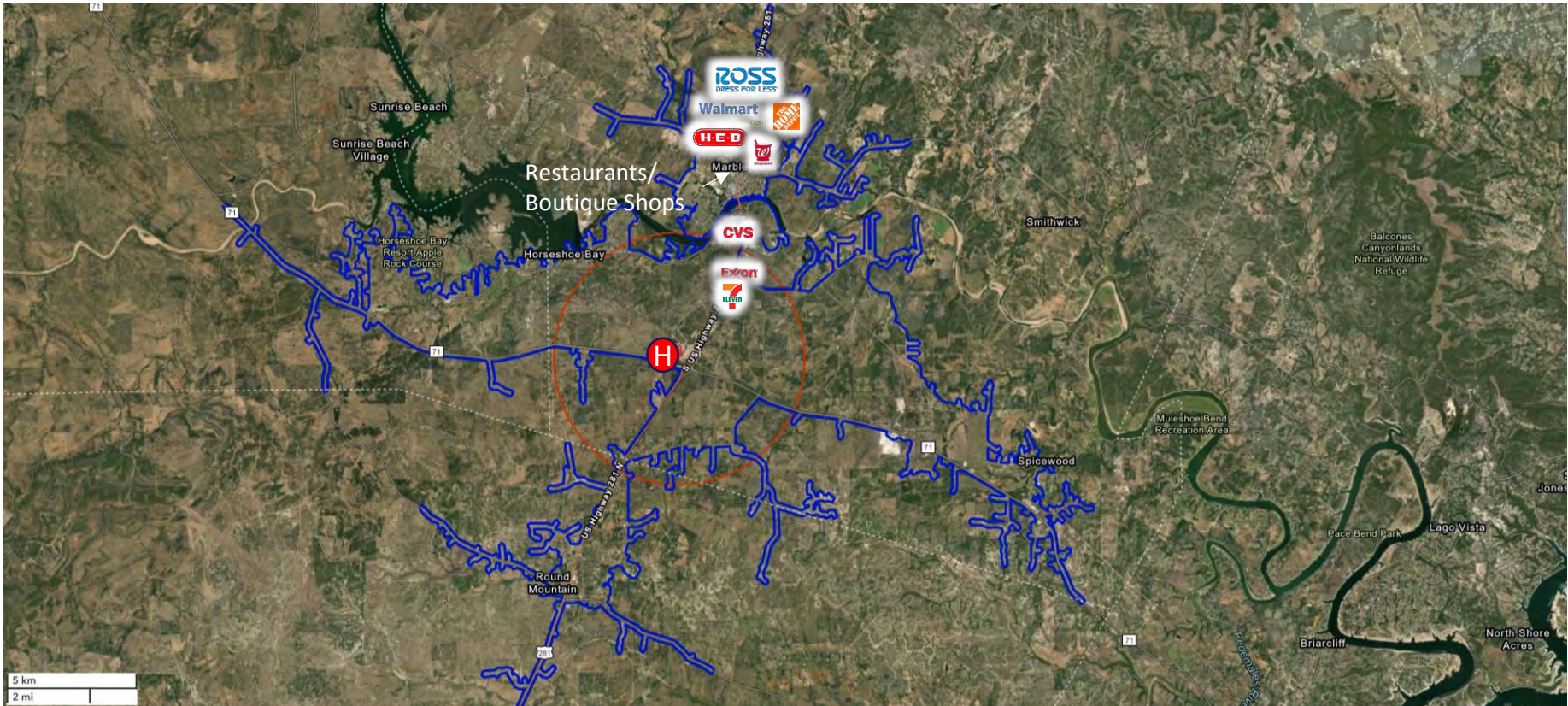
The site plan currently allocates approximately 55 acres towards commercial uses (shown in red on the map below). For the most part, these commercial parcels are positioned appropriately along Highway 71 or Highway 281 for maximum visibility and accessibility. A total of 204,000 square feet of commercial development is planned in these parcels. Uses are not yet determined may include retail, grocery, hotel, or small office. For purposes of this analysis, we have assumed that the commercial parcels will be primarily devoted to retail, including strip centers, convenience stores, restaurants, gas stations, etc.



Competitive Retail Supply

Retail Analysis

We defined two trade area for potential retail at the Subject Property. The primary trade area, a three-mile radius is shown on the map below in red, while the secondary trade area is a 15-minute drive from the Subject Property, shown in blue. Competition within the primary trade area is quite limited. Except for two gas stations/convenience stores, and a few restaurants, there is very little existing retail. The secondary trade area includes downtown Marble Falls, where there is substantial competition in the form of big box retail (Home Depot, Lowe's, Wal-Mart), an HEB grocery store, and boutique shopping and restaurants. Nonetheless, outside of downtown Marble Falls, there is very little retail, including along Highway 71 running east-west and to the south of the Subject Property along Highway 281. As a result, the Subject Property would have a good chance of attracting drive-by traffic.



Retail Demand

Retail Analysis

Based on historical ratios of occupied retail square feet to households in the Austin MSA, we constructed a retail demand forecast for the primary and secondary trade areas. From 2021 through 2024, there was an average of 101 square feet of occupied retail square feet per household in the Austin MSA. To test if the relationship held up for smaller areas, we also evaluated Hays County (the only submarket where household and retail data were available) and found a very similar number (102 occupied square feet per household).

Applying a ratio of 100 SF to ESRI’s household growth forecast for the primary and secondary trade areas, we expect household growth in the primary trade area to generate demand for 162,000 square feet of additional space by 2029. Given the lack of competition in this area, we expect the Subject Property could capture a high share of this demand (70%). Growth in the secondary trade area (excluding those already counted in the primary trade area) is projected to support an additional 64,000 SF of demand by 2029. However, we expect the Subject Property would capture only 15% of this demand, as it represents a larger area with more competition.

In total, we project supportable growth of about 24,600 SF per year through 2029 (and thereafter assuming continued household growth at the same pace from 2024 through 2029).

Austin MSA	2021	2022	2023	2024	Avg.
Rentable Building Area (CBRE)	98,116,485	98,715,707	100,267,934	100,806,506	
Occupancy Rate (CBRE)	96.3%	96.8%	97.0%	97.0%	96.7%
Occupied Space (CBRE)	94,486,175	95,556,804	97,259,896	97,782,311	
Absorption (CBRE)		1,070,629	1,703,092	522,415	1,386,860
Households (Moody's)	913,525	949,819	971,736	994,427	
Occupied Space (SF) per Household	103	101	100	98	101
Hays County	2021	2022	2023	2024	Avg.
Rentable Building Area (CBRE)	9,797,958	9,966,309	10,625,191	10,890,374	
Occupancy Rate (CBRE)	97.6%	97.7%	98.3%	98.5%	97.9%
Occupied Space (CBRE)	9,562,807	9,737,084	10,444,563	10,727,018	
Absorption (CBRE)		174,277	707,479	282,456	440,878
Households (Moody's)	92,735	97,865	101,429	105,099	
Occupied Space (SF) per Household	103	99	103	102	102
Primary Trade Area (3-Mile Radius)	2024	2029	2034		
Households	1,575	3,203	4,831		
Retail Demand per Household (SF)	100	100	100		
Total Retail Demand (SF)	158,000	320,000	483,000		
Demand Growth (SF)		162,000	163,000		
Subject Property Demand (SF)	0	113,400	114,100		
Subject Property Capture of Demand Growth	0%	70%	70%		
Secondary Trade Area (15-Minute Drive Time)	2024	2029	2034		
Households	6,013	8,281	10,549		
Households Excluding those in Primary Trade Area	4,438	5,078	5,718		
Retail Demand per Household (SF)	100	100	100		
Secondary Trade Area Retail Demand (SF)	444,000	508,000	572,000		
Demand Growth (SF)		64,000	64,000		
Subject Property Demand (SF)	0	9,600	9,600		
Subject Property Capture of Demand Growth	0%	15%	15%		
Total Subject Property Retail Demand Growth (SF)		123,000	123,700		
Cumulative Subject Property Retail Demand (SF)		123,000	246,700		



Retail Center Qualifications

Retail Analysis

Based upon our analysis of data sources such as ULI, CoStar, and ICSC, Super Regional shopping centers that include 100,000 to 350,000 square feet typically require over 40,000 people within a 15-minute drive of the Subject Property. As of 2024, ESRI estimates that there are only 12,795 people within a 15-minute drive, rising to 19,456 people by 2029.

However, the Subject Property benefits from a strong location at the junction of two highways and relatively limited competition, especially within three-miles. These factors may compensate somewhat for the reduced population. Moreover, these population numbers should be understood as guidelines only and only interpreted in the context of other factors (such as location, competition, growth, etc.).

General Guidelines for a Retail Primary Trade Area & Conclusions									
Type of Center	Typical Retail Center Size (SF)	Minimum Population Support Required	Drive Time	Subject Site Population (2023)	Subject Site Population (2028)*	Does Subject Site Qualify?	Competition Level	Location/ Site Attributes	Opportunity for Subject
Community	100,000 - 350,000	40,000-150,000	15.0	12,795	19,456	No	Low	Good	Medium

Source: ULI, ESRI, CoStar, ICSC, Zonda

Source: ULI, ESRI, CoStar, ICSC, Zonda



Retail Assessed Value Trends

Retail Analysis

To estimate the likely taxable value of retail at the Subject Property, we examined assessed values at nearby shopping centers in Burnet County. As shown in the table below, values vary significantly by store (from \$63/SF to \$263/SF). As such, the actual average value of retail at the Subject Property will depend heavily on its mix of retailers. Given that all retail at the Subject Property will be brand new (as opposed to some of the comps below that are more than 10 years old), we expect retail at the Subject Property to be valued slightly higher, at \$125/SF, than the average below.

Property	Address	Year Built	County	SF	Appraised Value	Appraised Value per SF
Panda Express	2009 N Hwy 281	2017	Burnet	2,255	\$592,801	\$263
Chick Fil-A	2105 N Hwy 281	2016	Burnet	4,909	\$1,165,001	\$237
Chicken Express	2408 N Hwy 281	1998	Burnet	2,895	\$493,967	\$171
Schlotzky's	2410 N Hwy 281	1998	Burnet	3,253	\$534,133	\$164
7 Eleven	1901 S US Hwy 281	2020	Burnet	4,300	\$685,271	\$159
Strip Center	2508 N Hwy 281	1985/2014	Burnet	73,721	\$7,581,230	\$103
Home Zone Furniture	2901 N Hwy 281	2007	Burnet	17,500	\$1,707,881	\$98
Discount Tire	2903 N Hwy 281	2012	Burnet	8,100	\$759,968	\$94
HEB	1501 W FM 1431	2018	Burnet	112,349	\$10,454,422	\$93
Strip Center	2400 N Hwy 281	1999	Burnet	10,140	\$920,359	\$91
CVS Pharmacy	302 Gateway North	2015	Burnet	12,912	\$809,725	\$63
Total/Avg.		2010		252,334	\$25,704,758	\$102

Metro Retail Market Trends

Retail Analysis

Retail market trends are generally positive in the Austin MSA. As of 2Q24, the overall vacancy rate was just 3.0% and the average asking rent (\$27.00) was up 6.8% YOY. Net absorption in the quarter was also positive at 607,124 SF. Partners quarterly report in 2Q24 states that the Austin retail market “continues to demonstrate exceptional strength”.

Key Market Indicators

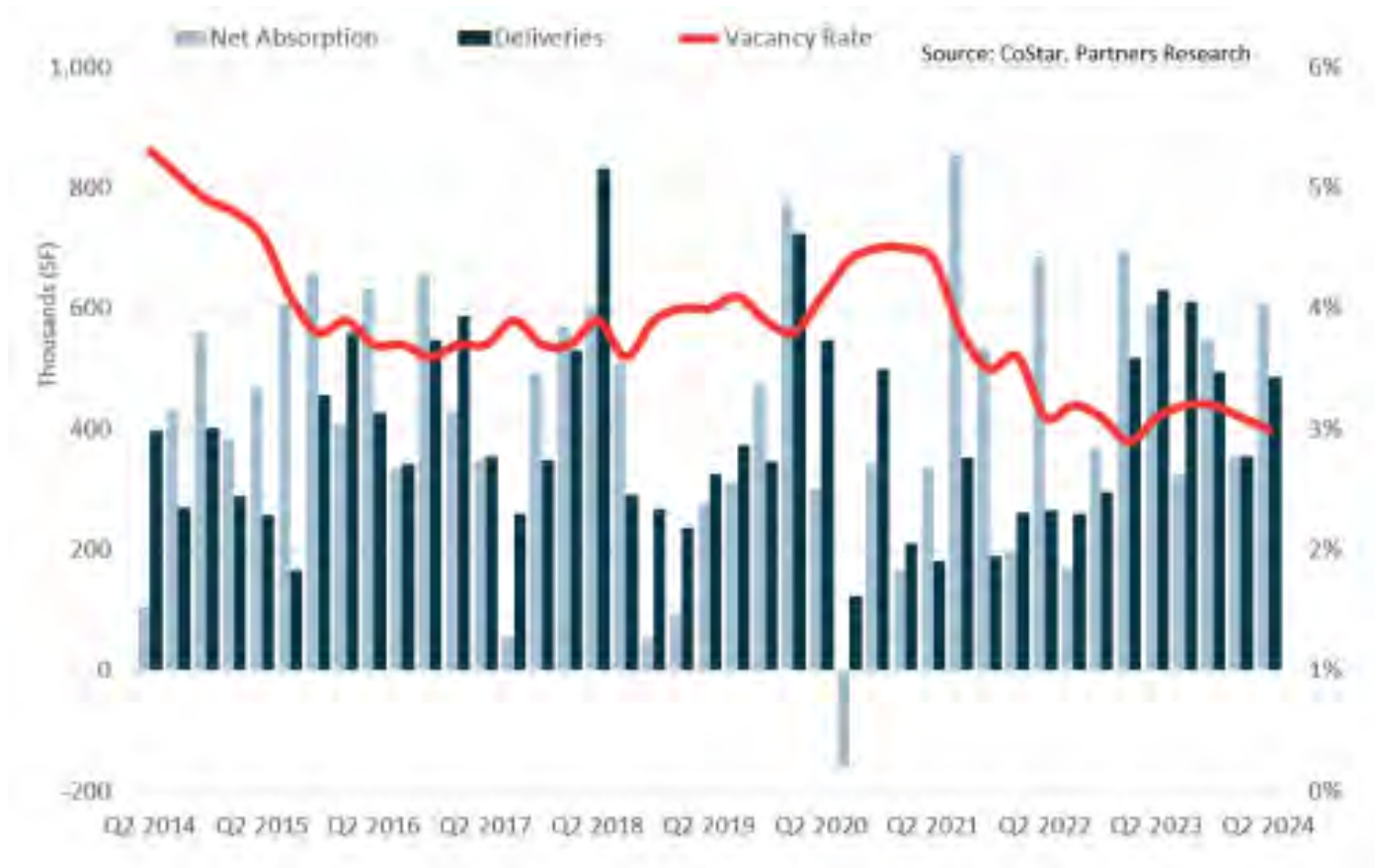
	CURRENT Q2 2024	PRIOR QUARTER Q1 2024		PRIOR YEAR Q2 2023	
Vacancy (%)	3.0	3.1	↓	3.1	↓
Net Absorption (SF)	607,124	354,078	↑	533,768	↓
Leasing Activity (SF)	415,287	611,643	↓	462,729	↓
Deliveries (SF)	485,745	355,412	↑	631,439	↑
Construction (SF)	1,467,664	1,839,643	↓	2,730,521	↑
Inventory (SF)	100,806,506	100,336,495	↑	100,267,934	↑
Avg Asking NNN Rent (\$)	\$27.00	\$26.67	↑	\$25.28	↑



Metro Retail Market Trends

Retail Analysis

The overall vacancy rate has been trending downwards since 3Q20 and stands at the lowest rate (3.0%) since at least 2014. Net absorption has been positive in every quarter over the last 10 years except for one (2Q20 – due to COVID).





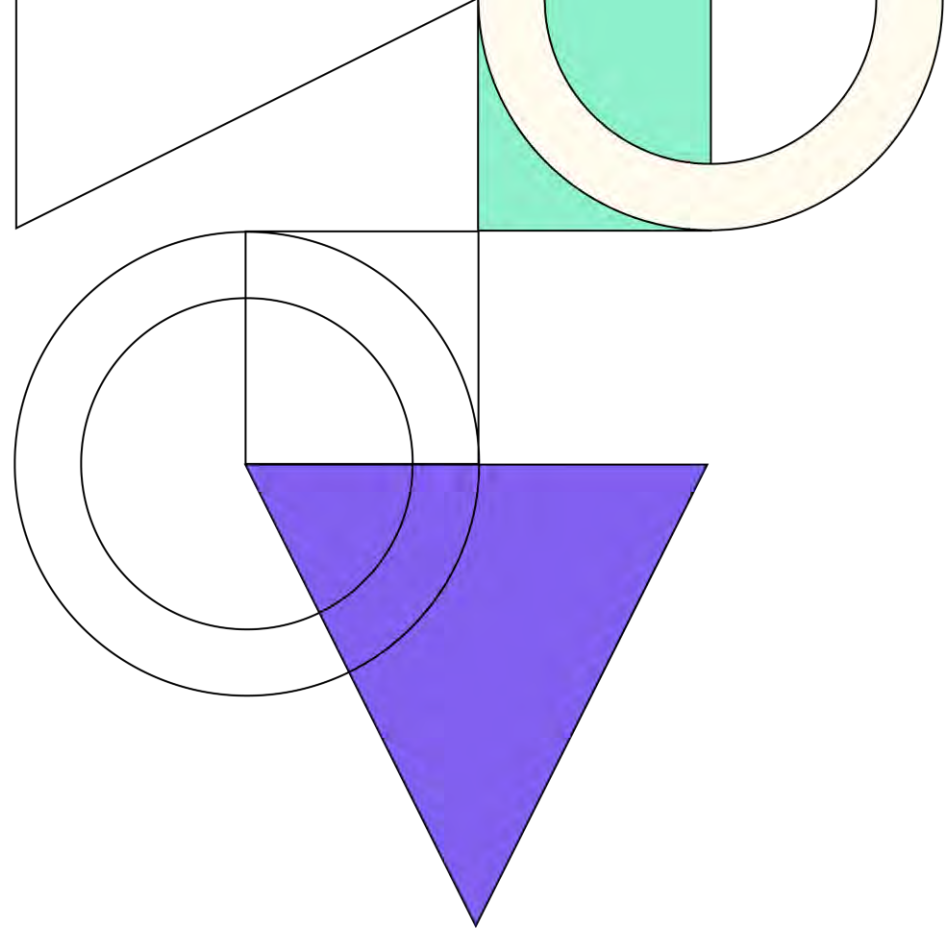
Metro Retail Market Trends

Retail Analysis

The retail market’s strength is widespread across almost all submarkets. Only one submarket (Central) has a vacancy rate over 5%. Although data is not reported for Marble Falls, we identified only one listing for existing and available retail space in Marble Falls (less than 2,500 SF). Based on this data point and the clear strength of the market across the MSA, we expect the Marble Falls retail market is also characterized by low vacancy of less than 5%.

Submarket Statistics (Total reflects Flex/Manf/WD)	Net Rentable Area (SF)	Vacancy (%)	Q2 2024 Net Absorption (SF)	YTD Net Absorption (SF)	Q2 2024 Leasing Activity (SF)	Q2 2024 Deliveries (SF)	YTD Deliveries (SF)	Under Construction (SF)	Total Avg Rent NNN (\$/PSF)
CBD	2,107,253	3.0	-16,138	-26,191	1,600	0	0	0	34.96
Cedar Park	9,392,967	3.7	24,017	24,819	79,378	96,366	121,156	207,160	30.46
Central	7,877,891	6.0	-19,546	-6,806	11,070	0	0	0	29.93
East/Southeast	7,531,769	2.1	-12,527	-4,825	35,724	0	0	67,618	27.51
Georgetown	9,265,932	3.1	83,278	92,708	46,161	33,875	109,976	381,334	23.22
Hays County	10,890,374	1.5	28,295	177,355	36,879	22,662	149,503	268,252	25.81
North Domain	8,133,670	1.9	11,723	-19,393	11,802	0	0	0	23.95
Northeast	9,468,308	2.8	255,755	285,176	18,456	260,835	315,835	213,240	26.03
Northwest	6,621,085	3.9	51,276	155,797	18,767	0	0	0	28.75
Round Rock	8,239,768	2.1	107,093	135,926	63,343	0	16,848	179,360	28.18
South	11,935,219	3.1	346	58,592	26,293	0	0	150,700	29.45
Southwest	9,342,270	2.4	93,552	88,044	65,814	72,007	72,007	0	23.21
Austin Total	100,806,506	3.0	607,124	961,202	415,287	485,745	785,325	1,467,664	27.00

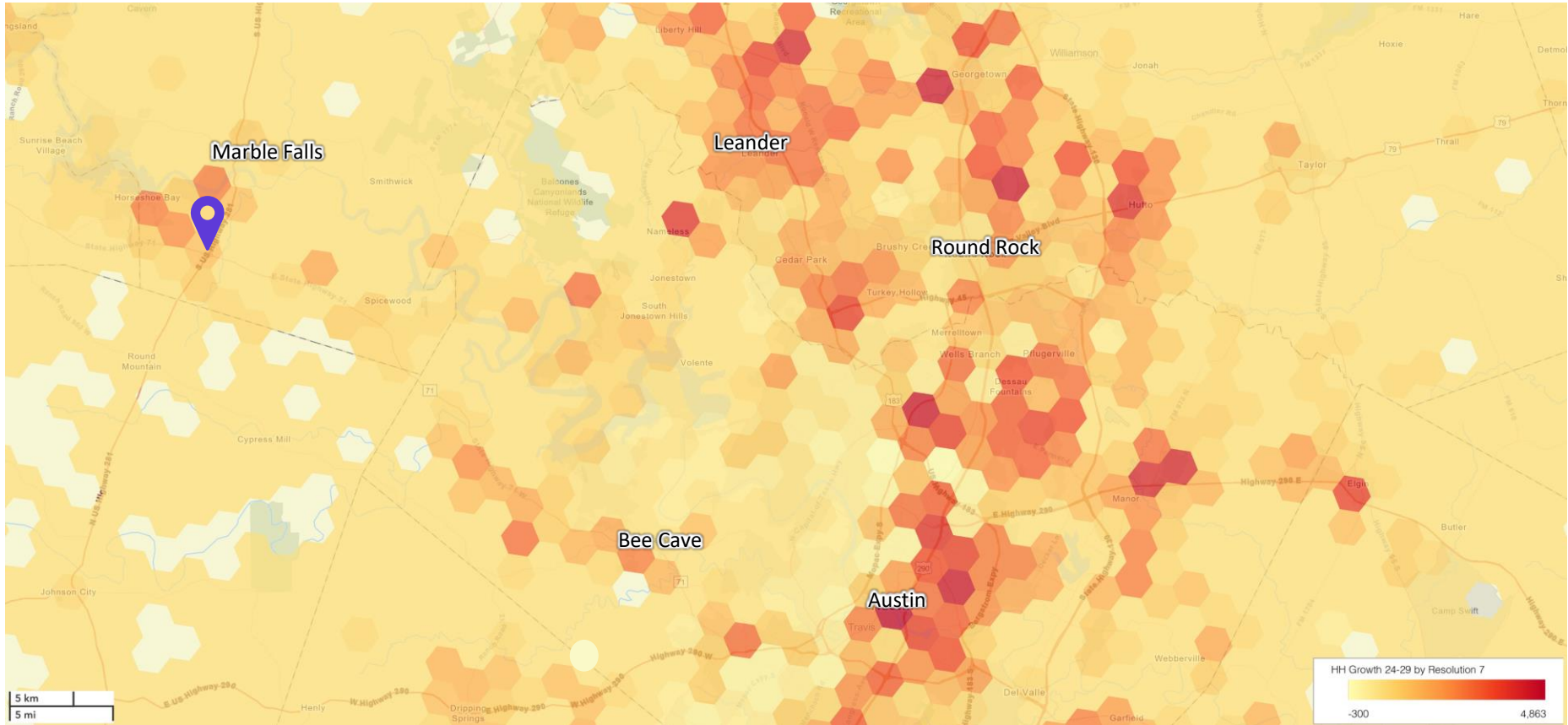
Location Analysis



Projected Household Growth 2024-2029

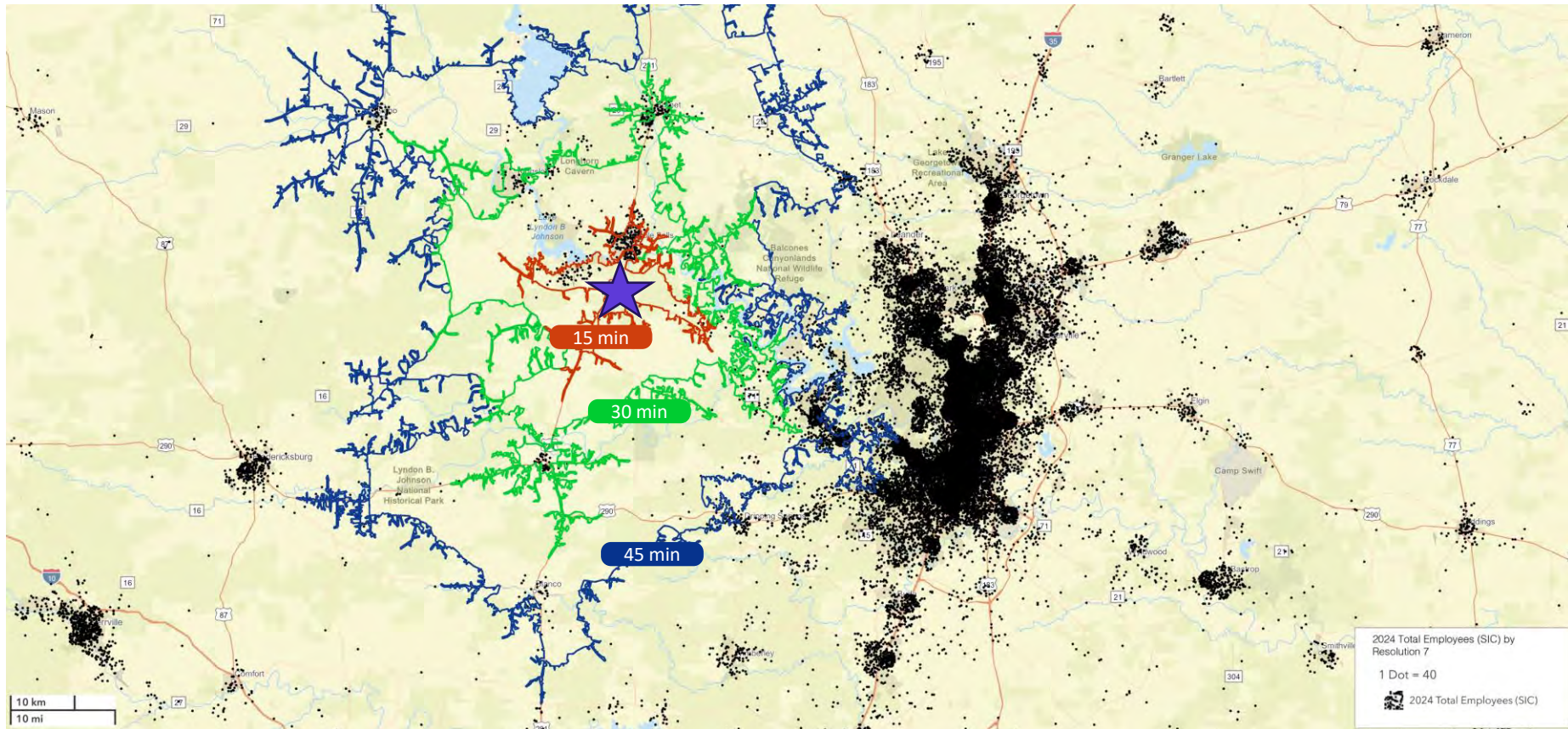
Location Analysis

The Subject Property lies outside of the major growth areas of the Austin MSA as projected by ESRI. With that said, ESRI does project somewhat strong household growth in and around Marble Falls between 2024 and 2029.



Regional Proximity to Employment Location Analysis

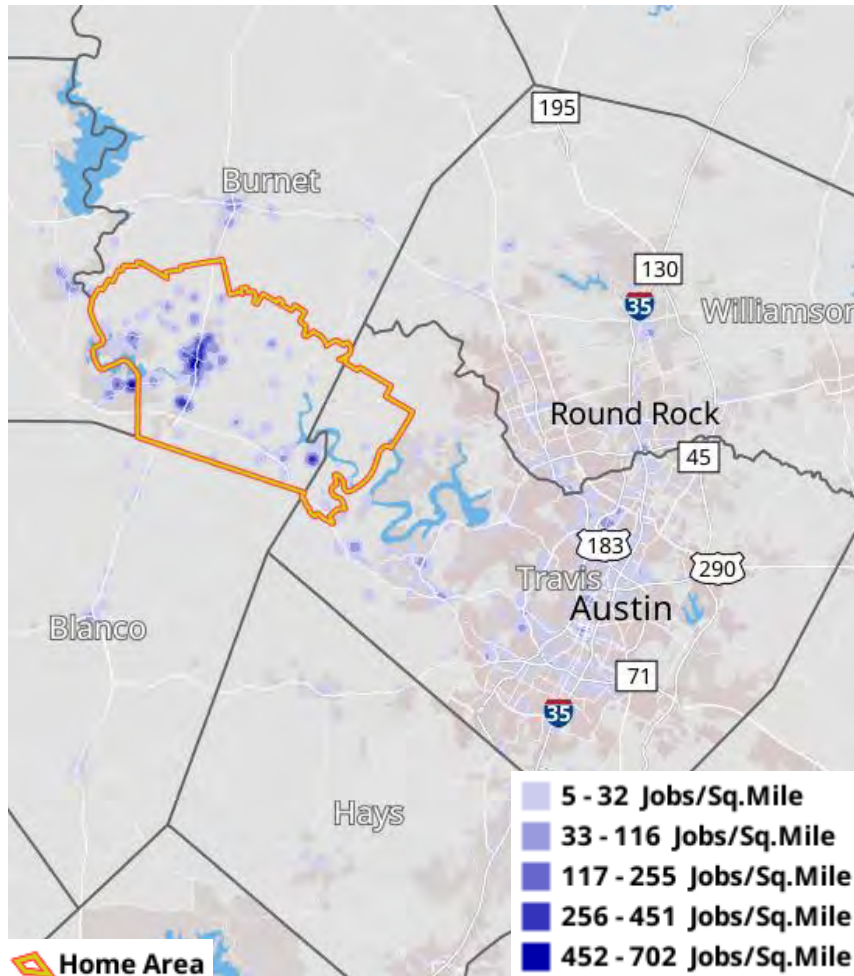
The Subject Property is fairly distant from most employment in the Austin region. ESRI estimates that about 24,000 jobs are accessible within 30-minutes and about 64,000 within 45-minutes. Buyers at the Subject Property will likely be those that are willing to trade affordability for a longer commute, and/or those that do not commute (e.g. work locally, remotely, or are retired). Considering that approximately 28% of the Austin MSA's workers work from home (American Community Survey 2022), this is a sizeable market.



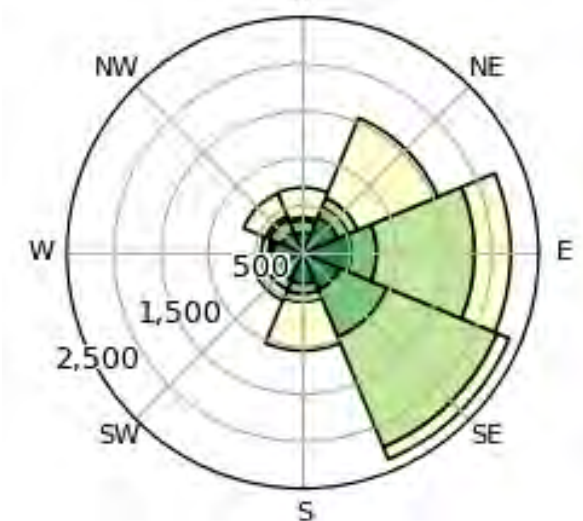
Commute Patterns

Location Analysis

Most residents of the Marble Falls ISD (57%) commute more than 25 miles to work and most work in Central Austin or Round Rock. However, about 29% of residents do work within 10-miles of the Subject Property (Marble Falls, Horseshoe Bay, etc.). The Subject Property will likely be most attractive to residents that either do not work (retirees) or workers with a local, hybrid, or remote working arrangement.



Job Counts by Distance/Direction in 2021
All Workers



Jobs by Distance - Home Census Block to Work Census Block

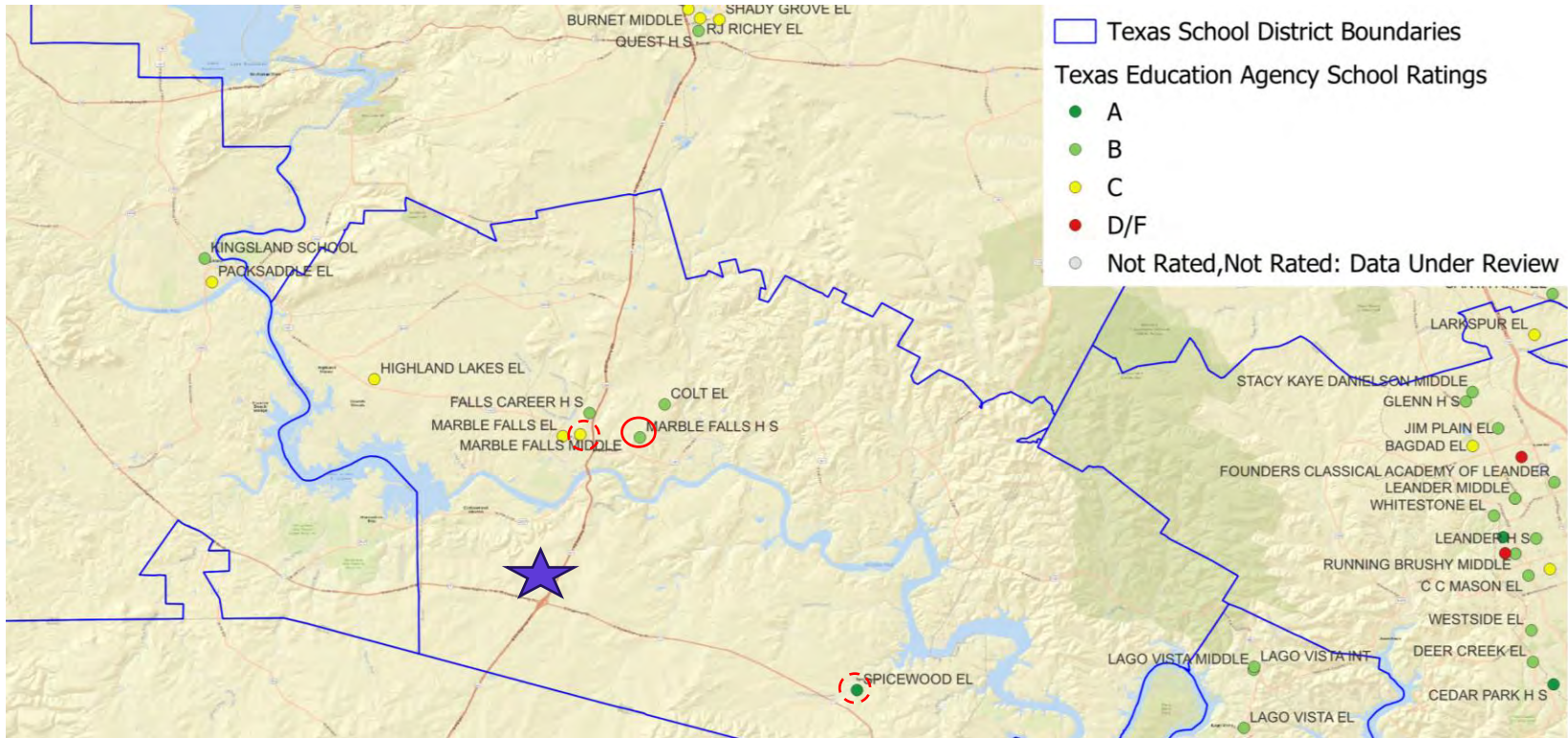
	2021	
	Count	Share
Total Private Primary Jobs	9,510	100.0%
Less than 10 miles	2,731	28.7%
10 to 24 miles	1,374	14.4%
25 to 50 miles	2,687	28.3%
Greater than 50 miles	2,718	28.6%

School Performance

Location Analysis

The Subject Property is in the Marble Falls ISD, which the Texas Education Agency (TEA) gives a “B” rating (81/100). The specific schools serving the Subject Property receive “A,” B,” and “C” ratings. On average, they are ranked comparably to schools serving the surveyed competitive properties.

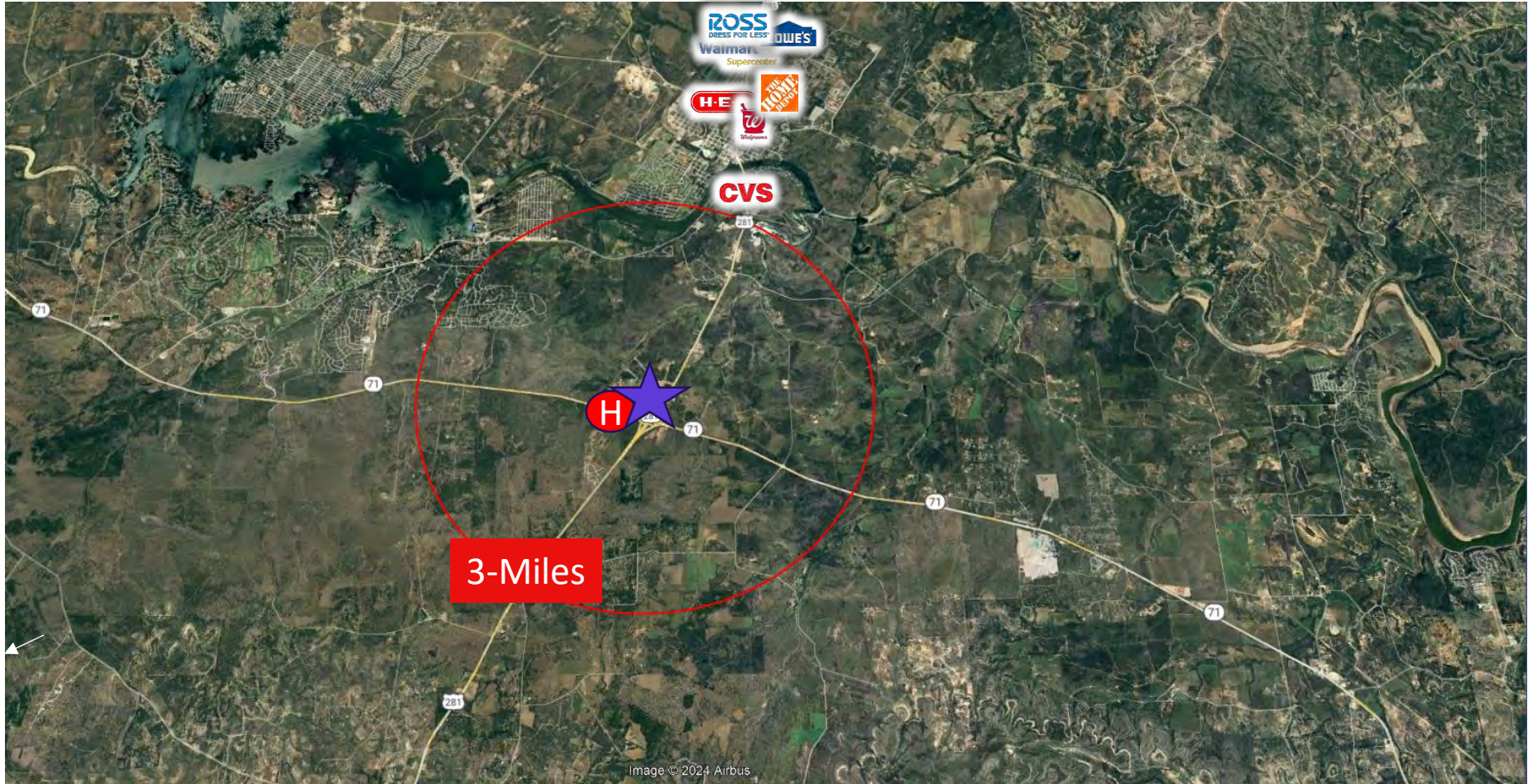
Texas Education Agency School Scores								Average Scores
Project	District	Elementary	TEA Score	Middle	TEA Score	High	TEA Score	Avg. TEA Score
West Cypress Hills	LAKE TRAVIS ISD	WEST CYPRESS HILLS EL	C/78	LAKE TRAVIS MIDDLE	A/94	LAKE TRAVIS H S	B/89	87
Lakeside at Tessera	LAGO VISTA ISD	LAGO VISTA EL	B/84	LAGO VISTA MIDDLE	B/87	LAGO VISTA H S	B/85	85
Subject Property	MARBLE FALLS ISD	SPICEWOOD EL	A/94	MARBLE FALLS MIDDLE	C/74	MARBLE FALLS H S	B/83	84
Gregg Ranch	MARBLE FALLS ISD	SPICEWOOD EL	A/94	MARBLE FALLS MIDDLE	C/74	MARBLE FALLS H S	B/83	84

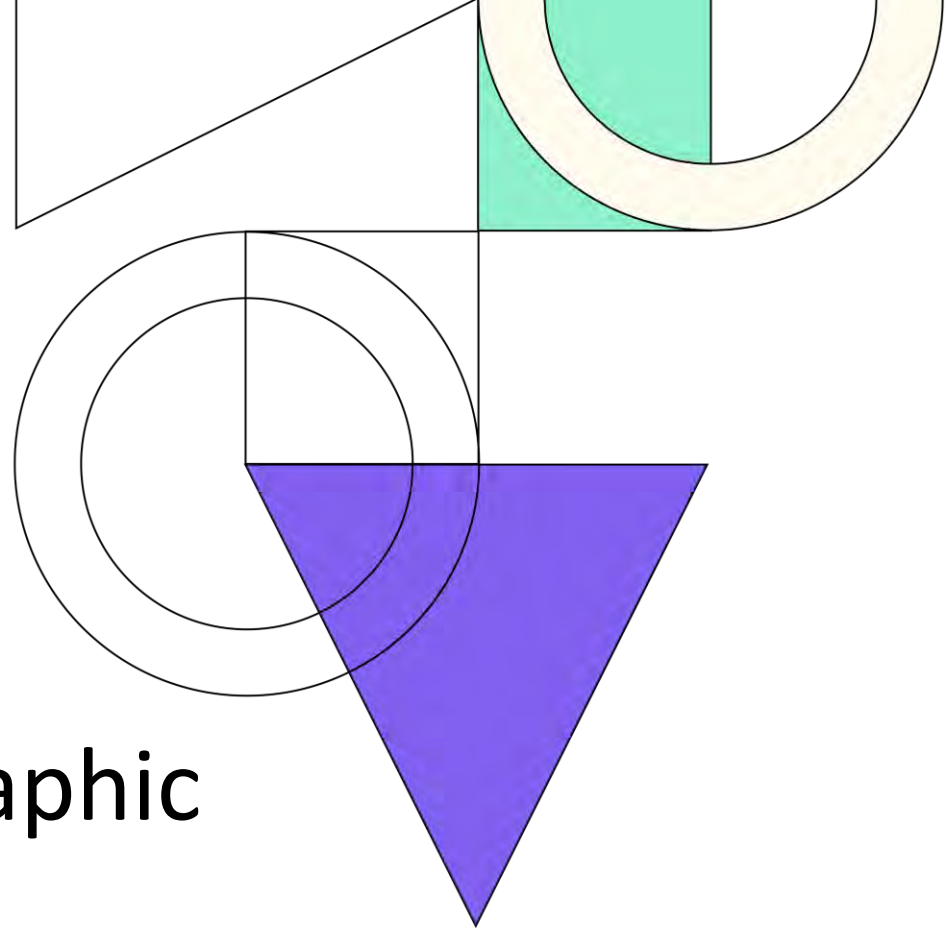


Proximity to Local Services

Location Analysis

The Subject Property has good access to retail and services in the town of Marble Falls (10-minute drive from the Subject Property). Marble Falls has a grocery store, Home Depot, pharmacies, and a variety of restaurants. There is a hospital adjacent to the Subject Property. Beyond Marble Falls, the nearest significant concentration of retail and services is in Bee Cave, about 35 minutes away along Highway 71.



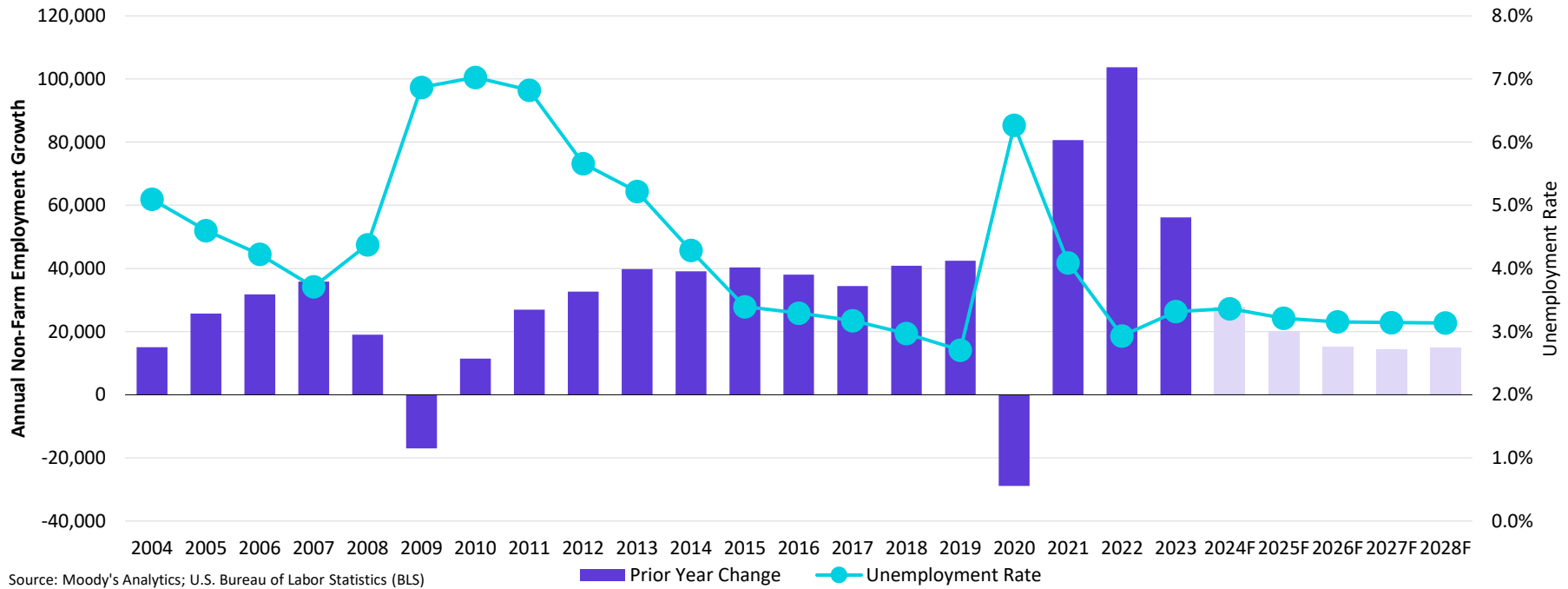


Economic & Demographic Analysis

Employment Growth

Economic & Demographic Analysis

As of July 2024, Moody's baseline forecast calls for positive, but slower, job growth in the Austin MSA. On average, Moody's expects the Austin MSA will add approximately 16,300 jobs per year from 2025 through 2028, compared to the average annual job growth of 33,400 from 2004 through 2023. The unemployment rate is projected remain low at 3.1% to 3.3%, indicative of a healthy labor market.



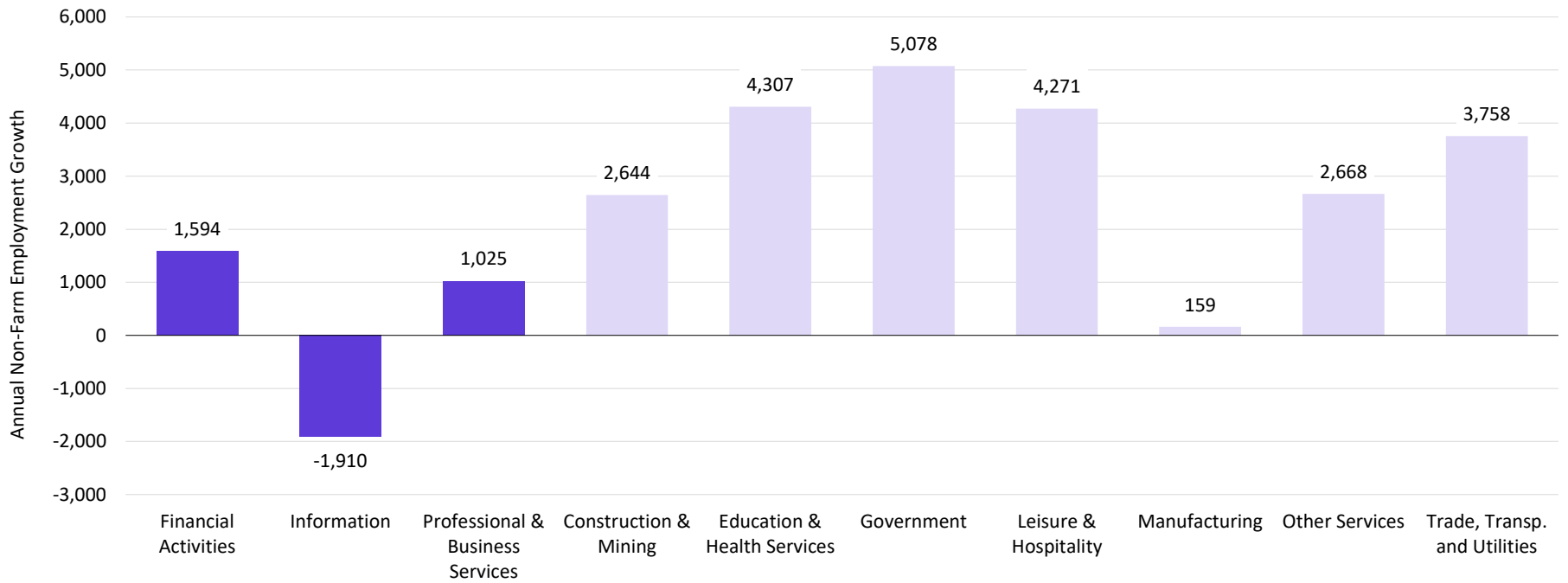
Austin-Round Rock, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Non-Farm Employment	924,258	964,608	1,002,608	1,037,025	1,077,833	1,120,300	1,091,450	1,172,125	1,275,833	1,332,000	1,359,998	1,380,269	1,395,610	1,410,018	1,425,022
Prior Year Change	39,058	40,350	38,000	34,417	40,808	42,467	(28,850)	80,675	103,708	56,167	27,998	20,272	15,341	14,408	15,003
Annual % Change	4.4%	4.4%	3.9%	3.4%	3.9%	3.9%	-2.6%	7.4%	8.8%	4.4%	2.1%	1.5%	1.1%	1.0%	1.1%
Unemployment Rate	4.3%	3.4%	3.3%	3.2%	3.0%	2.7%	6.3%	4.1%	2.9%	3.3%	3.4%	3.2%	3.2%	3.1%	3.1%

Employment Growth by Sector

Economic & Demographic Analysis

Job growth in the Austin MSA was relatively broad based over the last year. The employment sectors that led growth over the last year were Government, Leisure and Hospitality, and Education and Health Services. Financial Activities, a sector with salaries over \$100,000 per year also saw strong growth (1,594 jobs added). Information (another high-salary sector) lost an estimated 1,910 jobs over the same period.



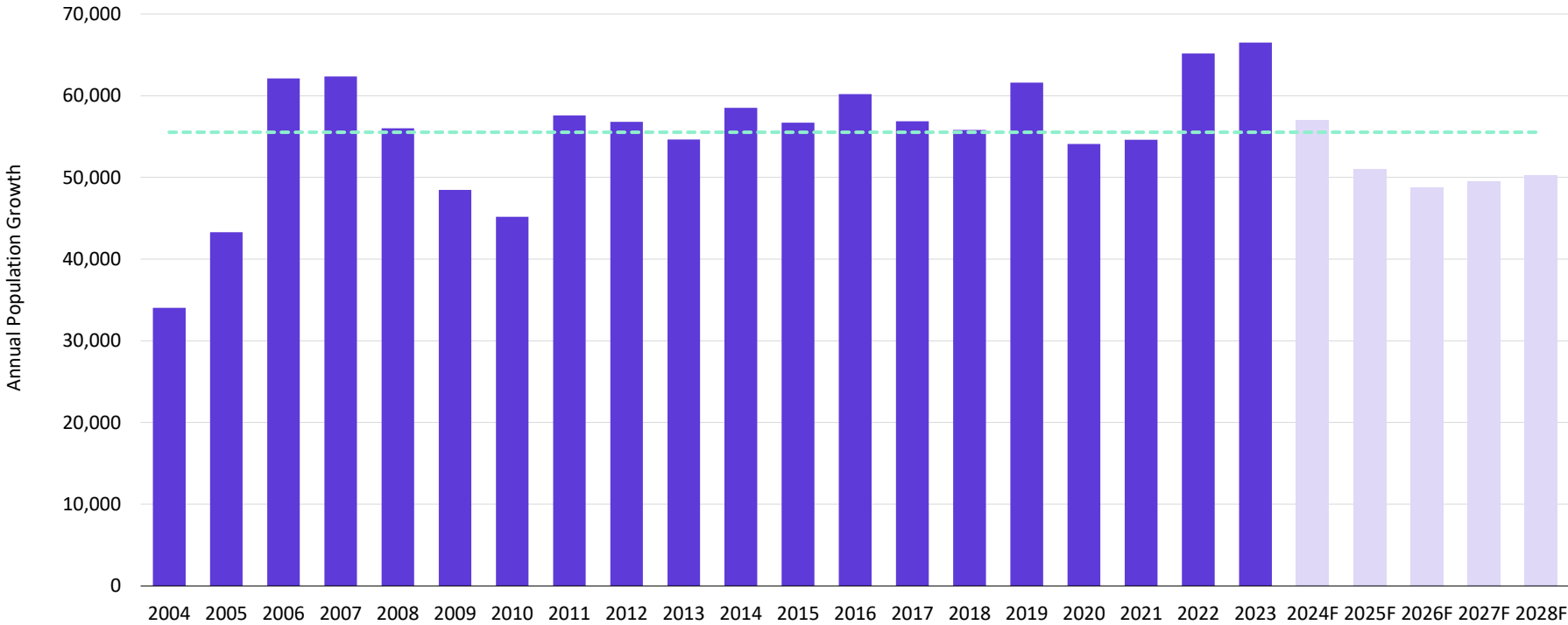
Source: Moody's Analytics; U.S. Bureau of Labor Statistics (BLS)

Category	Financial Activities	Information	Professional & Business Services	Construction & Mining	Education & Health Services	Government	Leisure & Hospitality	Manufacturing	Other Services	Trade, Transp. and Utilities
Current Month (Jul-2024)	84,456	50,979	287,194	82,877	160,658	199,333	151,836	73,635	54,490	211,961
Current Month (Jul-2023)	82,862	52,889	286,169	80,233	156,350	194,255	147,564	73,476	51,822	208,203
12-Month Change	1,594	-1,910	1,025	2,644	4,307	5,078	4,271	159	2,668	3,758

Population Growth

Economic & Demographic Analysis

Moody's expects that the Austin MSA will add an average of 50,000 people per year from 2024 through 2028, slightly below the average annual growth of 55,000 from 2003 through 2023. With a projected annual average growth rate of 1.9% (more than triple Moody's average growth rate of 0.4% for the United States), Austin will remain one of the fastest growing large metro areas in the United States.



Source: Moody's Analytics; U.S. Census Bureau (BOC)

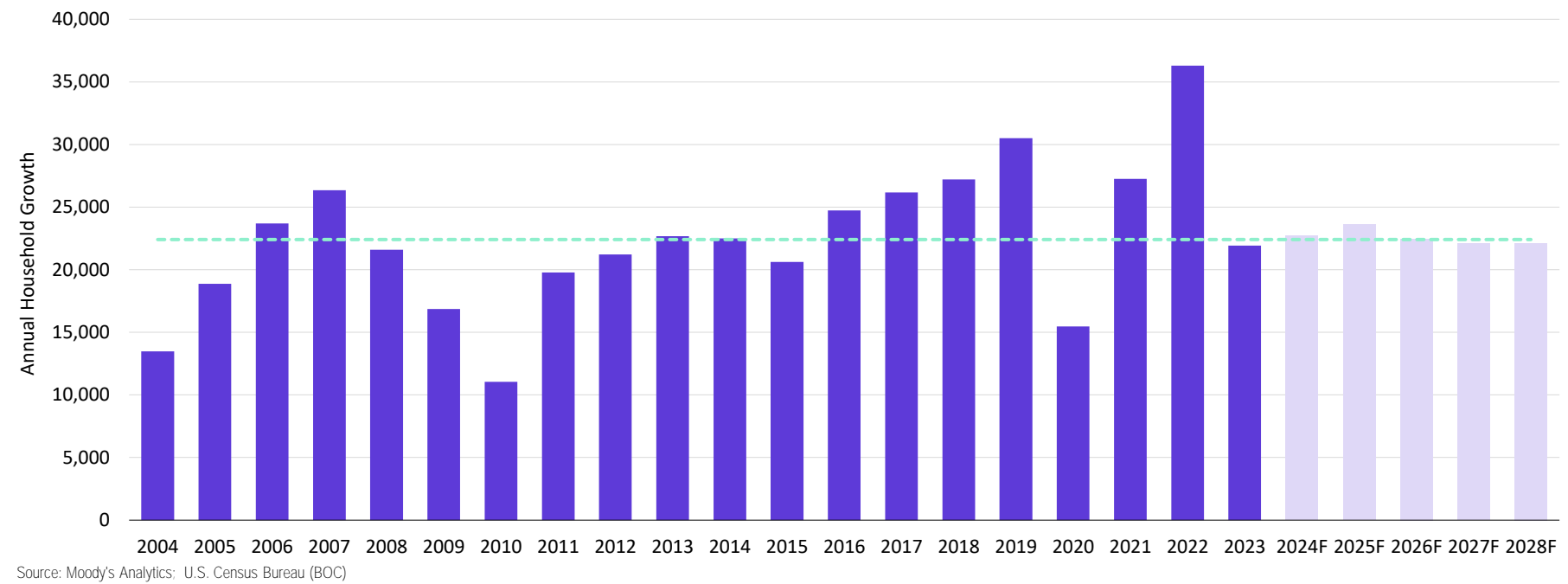
Austin-Round Rock, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Total Population	1,955,037	2,011,726	2,071,923	2,128,783	2,184,575	2,246,184	2,300,291	2,354,890	2,420,048	2,486,538	2,543,543	2,594,571	2,643,383	2,692,934	2,743,242
Prior Year Change	58,516	56,689	60,196	56,860	55,792	61,608	54,108	54,598	65,158	66,490	57,005	51,028	48,812	49,551	50,308
Annual % Change	3.1%	2.9%	3.0%	2.7%	2.6%	2.8%	2.4%	2.4%	2.8%	2.7%	2.3%	2.0%	1.9%	1.9%	1.9%

Household Growth

Economic & Demographic Analysis

Moody's expects that the Austin MSA will add an average of 22,700 new households per year from 2024 through 2028. This is approximately equal to the historical average from 2003 through 2023. Demand for housing in the Austin MSA should therefore persist at historical levels.



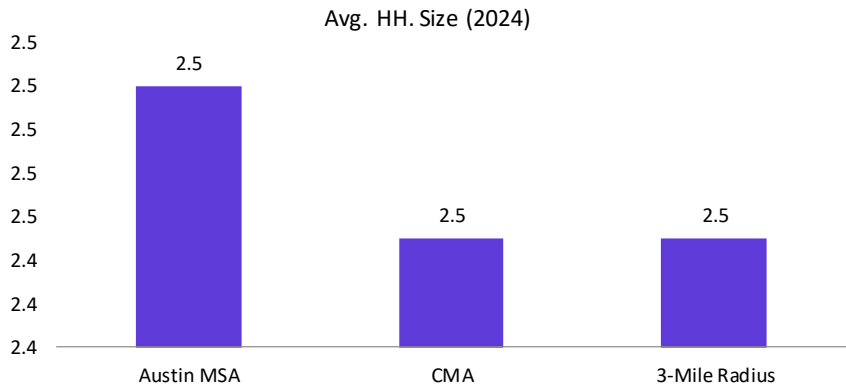
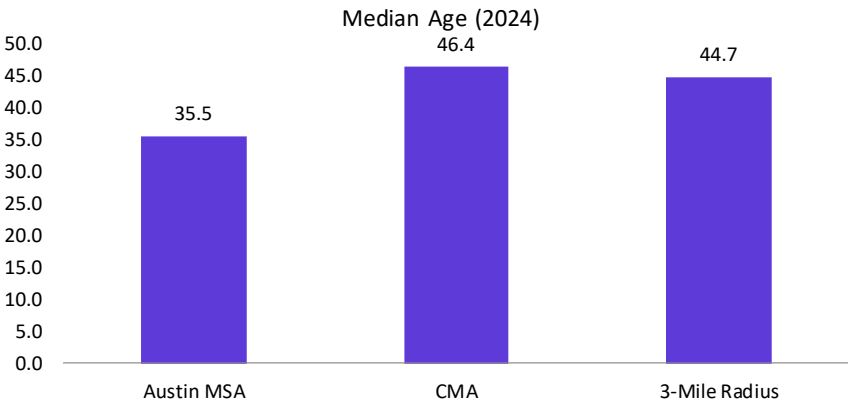
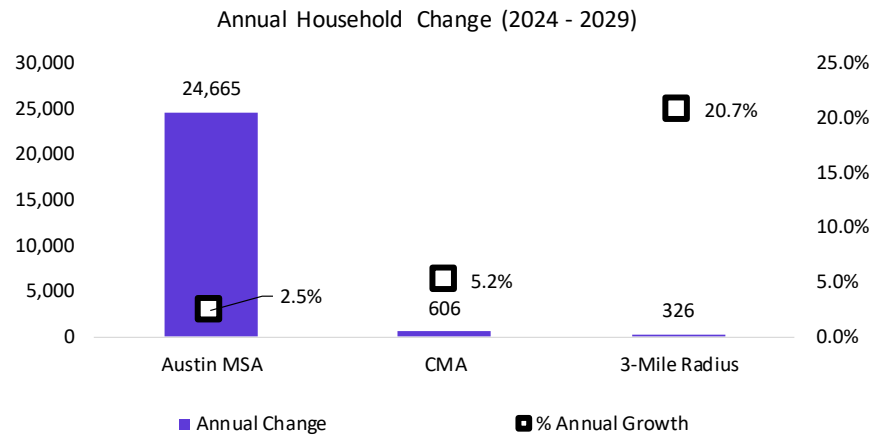
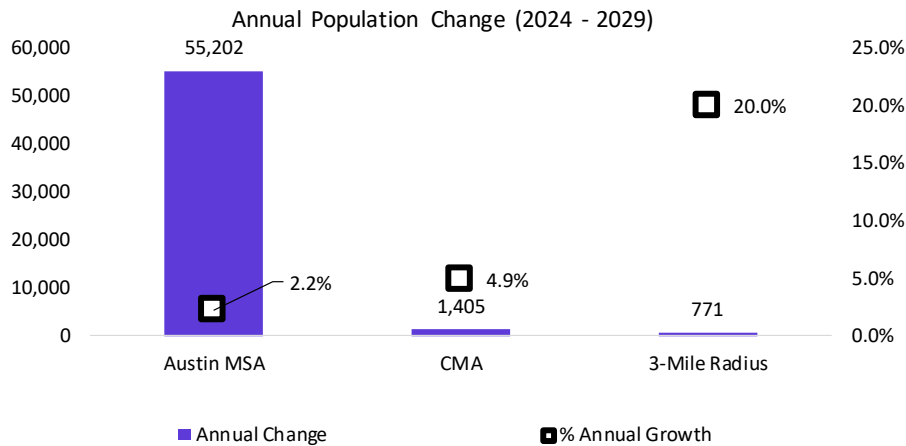
Austin-Round Rock, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Total Households	741,577	762,194	786,933	813,093	840,300	870,800	886,261	913,525	949,819	971,736	994,427	1,018,056	1,040,525	1,062,620	1,084,754
Prior Year Change	22,503	20,616	24,739	26,161	27,206	30,500	15,461	27,265	36,293	21,917	22,691	23,629	22,469	22,095	22,134
Annual % Change	3.1%	2.8%	3.2%	3.3%	3.3%	3.6%	1.8%	3.1%	4.0%	2.3%	2.3%	2.4%	2.2%	2.1%	2.1%

Demographic Characteristics

Economic & Demographic Analysis

ESRI projects that the CMA (Marble Falls ISD) will add 606 new households per year from 2024 through 2029, amounting to a rapid 5.2% average annual rate of growth. The CMA (46.4 years) has a materially higher median age than the Austin MSA (35.5 years).

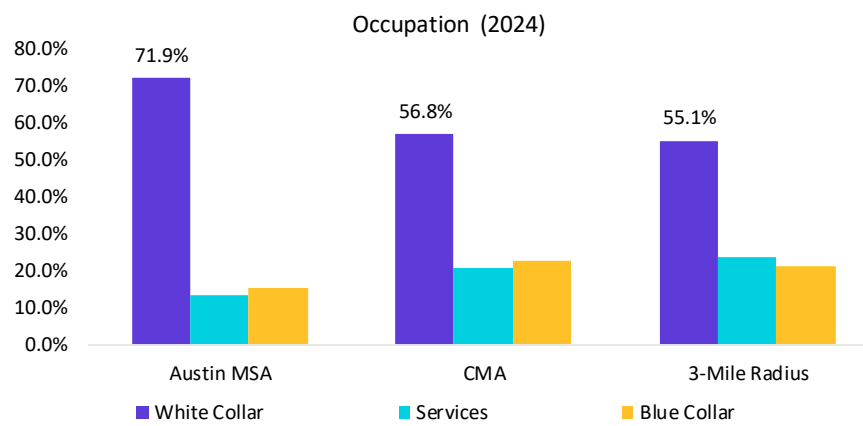
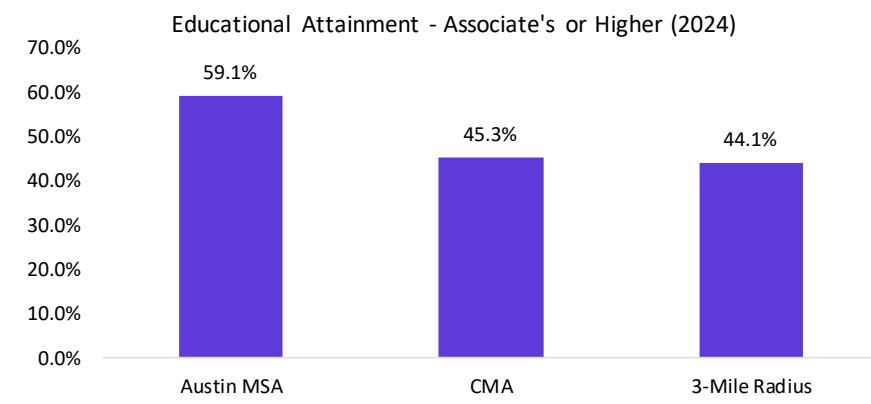
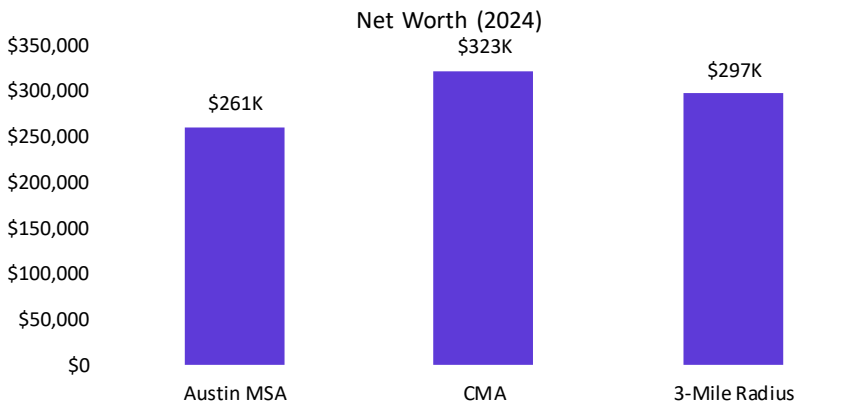
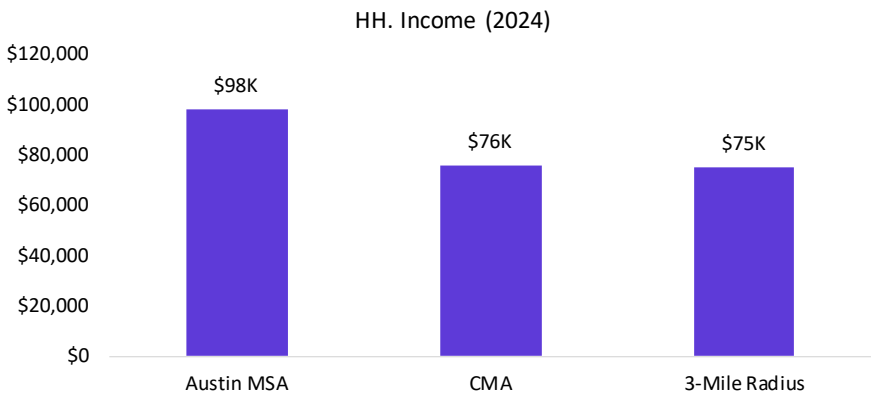


Source: ESRI

Demographic Characteristics

Economic & Demographic Analysis

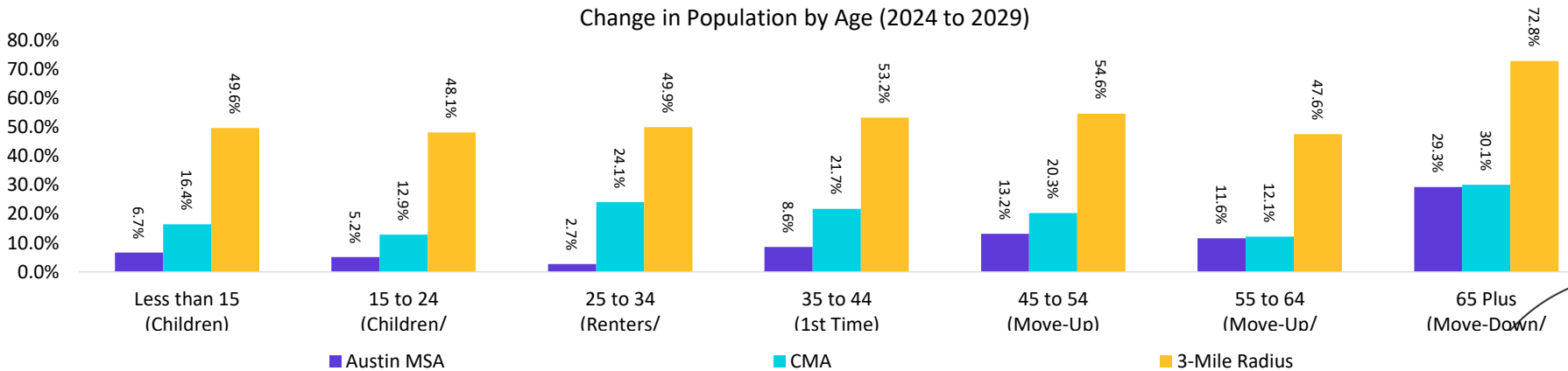
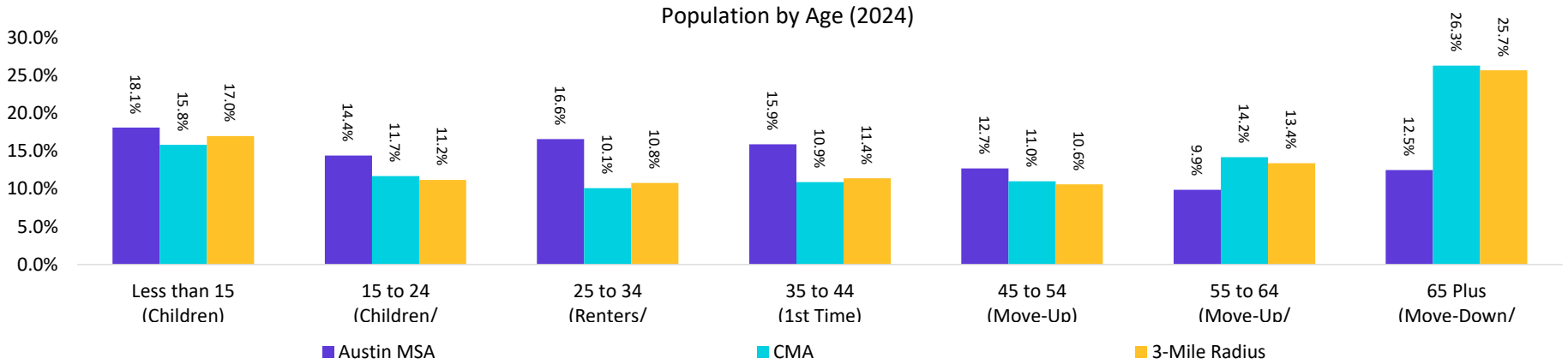
Existing residents of the CMA tend to be less educated and have lower incomes than the Austin MSA. The median annual household income in the CMA (\$76,000) is 22% lower than the Austin MSA (\$98,000). However, the median net worth of \$323,000 in the CMA is higher than the MSA (most likely due to the older population, a high rate of homeownership, and home equity).



Age Distributions

Economic & Demographic Analysis

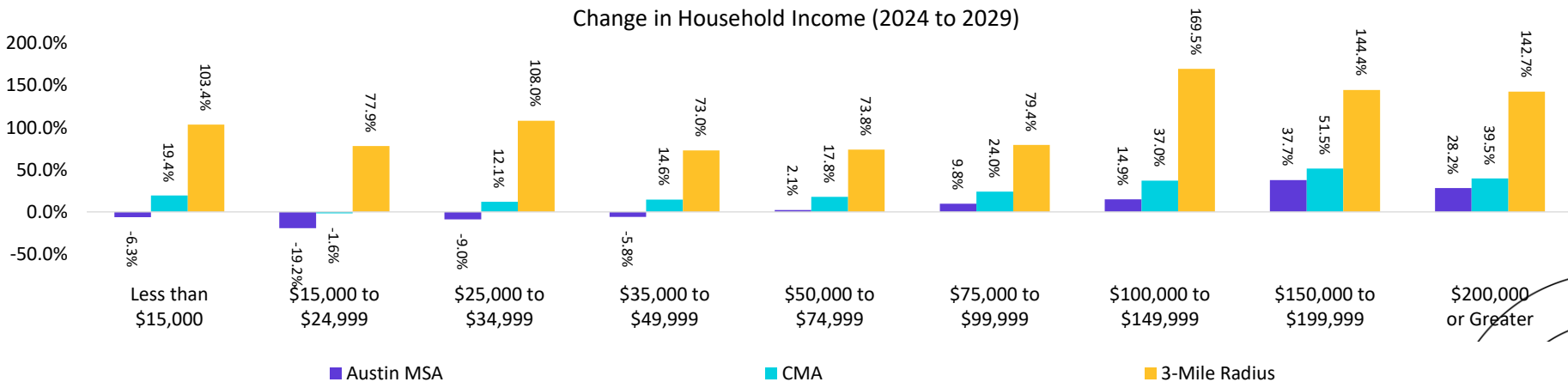
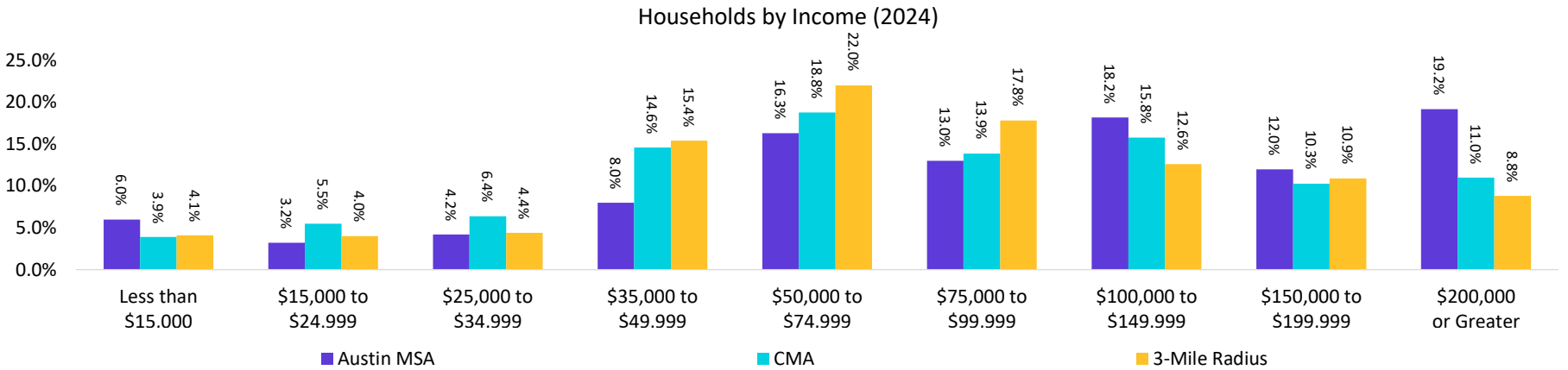
The population of the CMA is characterized by a relatively high concentration of retirees. ESRI estimates that 26.3% of residents in the CMA are 65 or older (as compared to 12.5% of the Austin MSA). Of all age groups in the CMA, ESRI expects the 65+ age group to grow the fastest over the next five years. This data suggests that retirees could be an important demand segment for homes and apartments at the Subject Property (and lends support to the choice of an active-adult program).

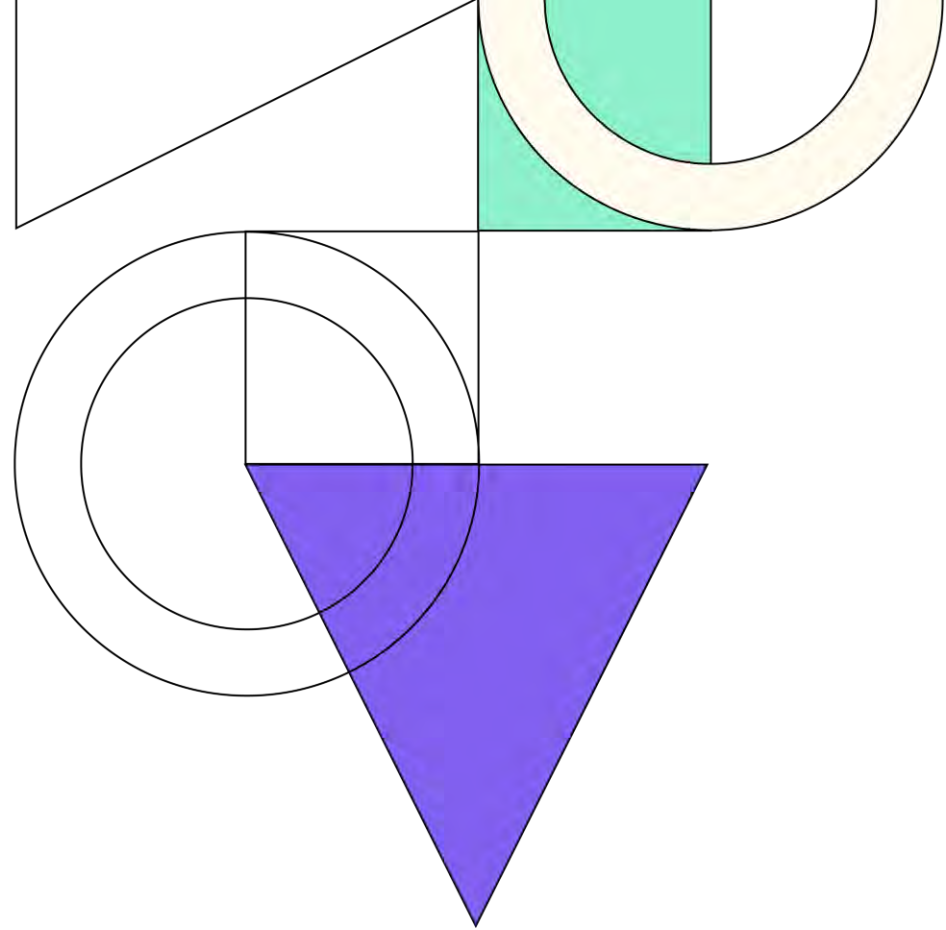


Income Distributions

Economic & Demographic Analysis

About 37% of households in the CMA have household incomes over \$100,000 and ESRI projects that these households will experience the fastest growth over the next five years. Based on the recommended home prices, household incomes over \$100,000 will be necessary to afford most of the for-sale homes at the Subject Property. At the projected rents, rental units should generally be affordable to those with incomes over \$75,000.

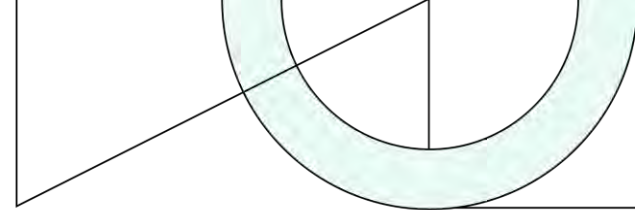




Appendix

Recommended Subject Property Detail

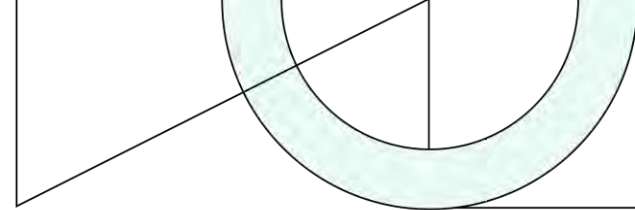
Appendix



Subject Property		Size					Mo. Sales	Incentives			Typical Spending			Estimated	Est.	Pyrrt Impacting			80.0%	30.0%
Product Details		Mix	(SF)	Bd/Ba	Level	Pkg	Pace	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income	
A D.R. HORTON 40' D.R. HORTON THUNDER ROCK MARBLE FALLS																				
Product:	Single Family	15	1,325	3/2	1	2	4.0	\$382,000	\$34,400	\$0	\$0	\$3,800	\$351,400	\$265	\$25	1.8%	0.4%	\$2,531	\$101,229	
Configuration:	Detached	15	1,493	3/2	1	2		\$392,000	\$35,300	\$0	\$0	\$3,900	\$360,600	\$242	\$25	1.8%	0.4%	\$2,593	\$103,740	
Lot Dimension:	40'	15	1,570	3/2	2	2		\$366,000	\$32,900	\$0	\$0	\$3,700	\$336,800	\$215	\$25	1.8%	0.4%	\$2,431	\$97,245	
Total Units:	86	15	1,617	3/2	2	2		\$366,000	\$32,900	\$0	\$0	\$3,700	\$336,800	\$208	\$25	1.8%	0.4%	\$2,431	\$97,245	
		15	1,694	4/2	2	2		\$397,000	\$35,700	\$0	\$0	\$4,000	\$365,300	\$216	\$25	1.8%	0.4%	\$2,626	\$105,023	
		15	2,029	4/2.5	2	2		\$393,000	\$35,400	\$0	\$0	\$3,900	\$361,500	\$178	\$25	1.8%	0.4%	\$2,600	\$103,986	
		86	1,621				4.0	\$382,667	\$34,433	\$0	\$0	\$3,833	\$352,067	\$217	\$25	1.8%	0.4%	\$2,535	\$101,411	
B LENNAR 40' LENNAR 40' THUNDER ROCK MARBLE FALLS																				
Product:	Single Family	18	1,320	3/2	1	2	4.0	\$267,000	\$24,000	\$0	\$0	\$2,700	\$245,700	\$186	\$25	1.8%	0.5%	\$1,810	\$72,384	
Configuration:	Detached	18	1,491	4/2	1	2		\$282,000	\$25,400	\$0	\$0	\$2,800	\$259,400	\$174	\$25	1.8%	0.5%	\$1,903	\$76,123	
Lot Dimension:	50'	18	1,638	4/2	1	2		\$295,000	\$26,600	\$0	\$0	\$3,000	\$271,400	\$166	\$25	1.8%	0.5%	\$1,985	\$79,398	
Total Units:	86	18	1,726	4/3	2	2		\$302,000	\$27,200	\$0	\$0	\$3,000	\$277,800	\$161	\$25	1.8%	0.5%	\$2,029	\$81,144	
		18	1,997	3/2	2	2		\$326,000	\$29,300	\$0	\$0	\$3,300	\$300,000	\$150	\$25	1.8%	0.4%	\$2,180	\$87,202	
		86	1,634				4.0	\$294,400	\$26,500	\$0	\$0	\$2,960	\$270,860	\$166	\$25	1.8%	0.5%	\$1,981	\$79,250	
C D.R. HORTON 50' D.R. HORTON THUNDER ROCK MARBLE FALLS																				
Product:	Single Family	37	1,694	3/2	1	2	2.5	\$397,000	\$35,700	\$0	\$0	\$4,000	\$365,300	\$216	\$25	1.8%	0.4%	\$2,651	\$106,023	
Configuration:	Detached	38	1,867	4/2	1	2		\$415,000	\$37,400	\$0	\$0	\$4,200	\$381,800	\$204	\$25	1.8%	0.4%	\$2,763	\$110,525	
Lot Dimension:	50'	38	2,029	4/2.5	1	2		\$393,000	\$35,400	\$0	\$0	\$3,900	\$361,500	\$178	\$25	1.8%	0.4%	\$2,625	\$104,986	
Total Units:	296	38	2,101	4/2.5	1	2		\$402,000	\$36,200	\$0	\$0	\$4,000	\$369,800	\$176	\$25	1.8%	0.4%	\$2,681	\$107,251	
		38	2,113	4/2	1	2		\$433,000	\$39,000	\$0	\$0	\$4,300	\$398,300	\$188	\$25	1.8%	0.4%	\$2,876	\$115,028	
		38	2,353	4/3	1	2		\$450,000	\$40,500	\$0	\$0	\$4,500	\$414,000	\$176	\$25	1.8%	0.4%	\$2,983	\$119,313	
		38	2,543	4/2.5	1	2		\$415,000	\$37,400	\$0	\$0	\$4,200	\$381,800	\$150	\$25	1.8%	0.4%	\$2,763	\$110,525	
		38	2,620	4/2.5	1	2		\$462,000	\$41,600	\$0	\$0	\$4,600	\$425,000	\$162	\$25	1.8%	0.4%	\$3,058	\$122,314	
		296	2,167				2.5	\$420,954	\$37,907	\$0	\$0	\$4,213	\$387,260	\$179	\$25	1.8%	0.4%	\$2,800	\$112,015	
D LENNAR 50' LENNAR THUNDER ROCK MARBLE FALLS																				
Product:	Single Family	43	1,662	4/2	1	2	2.5	\$332,990	\$30,000	\$0	\$0	\$3,300	\$306,290	\$184	\$25	1.8%	0.5%	\$2,248	\$89,919	
Configuration:	Detached	43	1,938	4/2	1	2		\$349,990	\$31,500	\$0	\$0	\$3,500	\$321,990	\$166	\$25	1.8%	0.5%	\$2,355	\$94,203	
Lot Dimension:	50'	43	2,071	4/2	2	2		\$356,990	\$32,100	\$0	\$0	\$3,600	\$328,490	\$159	\$25	1.8%	0.5%	\$2,399	\$95,977	
Total Units:	296	43	2,365	4/3	2	2		\$386,990	\$34,800	\$0	\$0	\$3,900	\$356,090	\$151	\$25	1.8%	0.4%	\$2,588	\$103,509	
		43	2,500	4/2	2	2		\$396,990	\$35,700	\$0	\$0	\$4,000	\$365,290	\$146	\$25	1.8%	0.4%	\$2,650	\$106,020	
		43	2,939	4/2	2	2		\$436,990	\$39,300	\$0	\$0	\$4,400	\$402,090	\$137	\$25	1.8%	0.4%	\$2,902	\$116,062	
		43	2,970	5/4	2	2		\$446,990	\$40,200	\$0	\$0	\$4,500	\$411,290	\$138	\$25	1.8%	0.4%	\$2,964	\$118,573	
		296	2,349				2.5	\$386,847	\$34,800	\$0	\$0	\$3,886	\$355,933	\$152	\$25	1.8%	0.5%	\$2,587	\$103,466	

Recommended Subject Property Detail

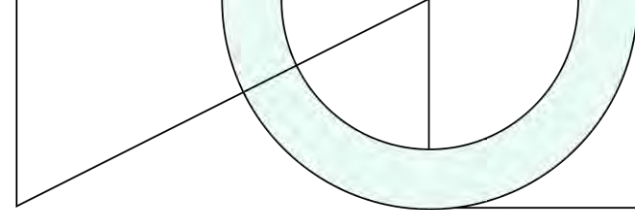
Appendix



							Mo.	— Incentives —			— Typical Spending —		Estimated	Est.	— Pymnt Impacting —			80.0%	30.0%
Subject Property		Size					Sales	Base	Price	Options/	Options /	Lot	Closing	Closing	Mo.	Base	Addl	7.0%	Qualifying
Product Details		Mix	(SF)	Bd/Ba	Level	Pkg	Pace	Price	Reduction	Upgrades	Upgrades	Premiums	Price	\$/SF	HOA	Tax	Taxes	Mo.Pmt.	Income
E	THUNDER ROCK 50' TBD THUNDER ROCK MARBLE FALLS																		
Product:	Single Family	133	1,600	3/2	1	2	2.5	\$355,000	\$32,000	\$0	\$0	\$3,600	\$326,600	\$204	\$25	1.8%	0.5%	\$2,387	\$95,461
Configuration:	Detached	133	1,800	4/2	1	2		\$373,000	\$33,600	\$0	\$0	\$3,700	\$343,100	\$191	\$25	1.8%	0.5%	\$2,499	\$99,964
Lot Dimension:	50'	133	2,000	4/2	1	2		\$390,000	\$35,100	\$0	\$0	\$3,900	\$358,800	\$179	\$25	1.8%	0.4%	\$2,606	\$104,249
Total Units:	930	133	2,200	3/2	2	2		\$408,000	\$36,700	\$0	\$0	\$4,100	\$375,400	\$171	\$25	1.8%	0.4%	\$2,719	\$108,779
		133	2,400	3/2	1	2		\$425,000	\$38,300	\$0	\$0	\$4,300	\$391,000	\$163	\$25	1.8%	0.4%	\$2,826	\$113,036
		133	2,600	4/3	2	2		\$443,000	\$39,900	\$0	\$0	\$4,400	\$407,500	\$157	\$25	1.8%	0.4%	\$2,938	\$117,539
		133	2,800	5/3	2	2		\$460,000	\$41,400	\$0	\$0	\$4,600	\$423,200	\$151	\$25	1.8%	0.4%	\$3,046	\$121,823
		930	2,200				2.5	\$407,714	\$36,714	\$0	\$0	\$4,086	\$375,086	\$170	\$25	1.8%	0.4%	\$2,717	\$108,693
E	THUNDER ROCK 60' TBD THUNDER ROCK MARBLE FALLS																		
Product:	Single Family	32	1,900	3/2.5	1	2	1.5	\$396,000	\$35,600	\$0	\$27,700	\$4,000	\$392,100	\$206	\$25	1.8%	0.4%	\$2,833	\$113,336
Configuration:	Detached	32	2,150	3/2.5	1	2		\$418,000	\$37,600	\$0	\$29,300	\$4,200	\$413,900	\$193	\$25	1.8%	0.4%	\$2,982	\$119,285
Lot Dimension:	60'	32	2,400	4/3	2	2		\$440,000	\$39,600	\$0	\$30,800	\$4,400	\$435,600	\$182	\$25	1.8%	0.4%	\$3,130	\$125,207
Total Units:	190	32	2,650	4/3	2	2		\$462,000	\$41,600	\$0	\$32,300	\$4,600	\$457,300	\$173	\$25	1.8%	0.3%	\$3,278	\$131,129
		32	2,900	5/3	2	2		\$484,000	\$43,600	\$0	\$33,900	\$4,800	\$479,100	\$165	\$25	1.8%	0.3%	\$3,427	\$137,078
		32	3,150	5/3.5	2	2		\$506,000	\$45,500	\$0	\$35,400	\$5,100	\$501,000	\$159	\$25	1.8%	0.3%	\$3,576	\$143,055
		190	2,525				1.5	\$451,000	\$40,583	\$0	\$31,567	\$4,517	\$446,500	\$177	\$25	1.8%	0.4%	\$3,205	\$128,182
F	THUNDER ROCK ESTATE LOTS TBD THUNDER ROCK MARBLE FALLS																		
Product:	Single Family	17	2,500	4/3	1	2	1.0	\$650,000	\$13,000	\$0	\$91,000	\$19,500	\$747,500	\$299	\$25	1.8%	0.2%	\$5,258	\$210,324
Configuration:	Detached	17	2,800	5/3.5	2	2		\$690,000	\$13,800	\$0	\$96,600	\$20,700	\$793,500	\$283	\$25	1.8%	0.2%	\$5,572	\$222,877
Lot Dimension:	2-5 Acres	17	3,100	5/3.5	2	3		\$730,000	\$14,600	\$0	\$102,200	\$21,900	\$839,500	\$271	\$25	1.8%	0.2%	\$5,886	\$235,430
Total Units:	82	17	3,400	5/4	2	3		\$770,000	\$15,400	\$0	\$107,800	\$23,100	\$885,500	\$260	\$25	1.8%	0.2%	\$6,200	\$247,983
		17	3,700	5/4	2	3		\$810,000	\$16,200	\$0	\$113,400	\$24,300	\$931,500	\$252	\$25	1.8%	0.2%	\$6,513	\$260,537
		82	3,100				1.0	\$730,000	\$14,600	\$0	\$102,200	\$21,900	\$839,500	\$271	\$25	1.8%	0.2%	\$5,886	\$235,430
G	THUNDER ROCK ACTIVE ADULT 40' TBD THUNDER ROCK MARBLE FALLS																		
Product:	Single Family	24	1,300	3/2	1	2	2.0	\$315,000	\$15,800	\$0	\$25,200	\$3,200	\$327,600	\$252	\$150	1.8%	0.5%	\$2,518	\$100,734
Configuration:	Detached	24	1,550	3/2	1	2		\$345,000	\$17,300	\$0	\$27,600	\$3,500	\$358,800	\$231	\$150	1.8%	0.4%	\$2,731	\$109,249
Lot Dimension:	40'	24	1,800	4/2.5	1	2		\$375,000	\$18,800	\$0	\$30,000	\$3,800	\$390,000	\$217	\$150	1.8%	0.4%	\$2,944	\$117,763
Total Units:	70																		
		70	1,550				2.0	\$345,000	\$17,300	\$0	\$27,600	\$3,500	\$358,800	\$231	\$150	1.8%	0.4%	\$2,731	\$109,249

Competitive Supply Detail (Production Builder Lots)

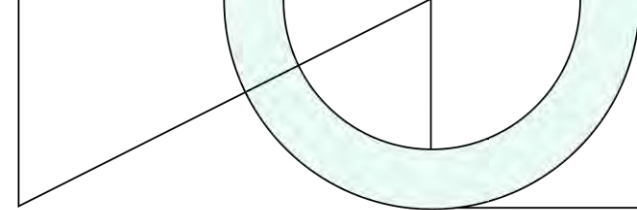
Appendix



Project		Size				— Incentives —			— Typical Spending —			Estimated	Est.	— Pymt Impacting —			80.0%	35.0%
Project Detail		(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
1	Lakeside at Tessera on Lake Travis/45 Saratoga Homes Tessera on Lake Travis Lago Vista Detached - 5,400 OR 45 Expected Sell-Out By 02/28 at 0.55 per mo.																	
Contracts / Sales Pace / SPL3M: 3 / 0.6 / 0.7		1,872	3/2	1	0	\$499,950	\$0	\$0	\$34,997	\$5,000	\$539,946	\$288	-\$10,000	\$78	2.9%	0.0%	\$4,266	\$170,628
Annual Starts / L12M Start Rate: 19 / 1.6		2,015	4/2	1	2	\$539,950	\$0	\$0	\$37,797	\$5,400	\$583,146	\$289	-\$10,000	\$78	2.9%	0.0%	\$4,601	\$184,029
Annual Closings / L12M Closing Rate: 0 / 0.0		2,422	4/3	1	2	\$575,950	\$0	\$0	\$40,317	\$5,760	\$622,026	\$257	-\$10,000	\$78	2.9%	0.0%	\$4,902	\$196,091
Total Units / Occupancy / Occ. Rate: 26 / 0 / 0		2,483	4/3	2	2	\$589,950	\$0	\$0	\$41,297	\$5,900	\$637,146	\$257	-\$10,000	\$78	2.9%	0.0%	\$5,020	\$200,782
		2,814	5/3	1	2	\$619,950	\$0	\$0	\$43,397	\$6,200	\$669,546	\$238	-\$10,000	\$78	2.9%	0.0%	\$5,271	\$210,833
		2,321				\$565,150	\$0	\$0	\$39,561	\$5,652	\$610,362	\$266	-\$10,000	\$78	2.9%	0.0%	\$4,812	\$192,473
2	Lakeside at Tessera on Lake Travis/40 Highland Homes Tessera on Lake Travis Lago Vista Detached - 5,200 OR 40 Expected Sell-Out By 09/24 at 3.31 per mo.																	
Total Units/Remaining: 127 / 4		1,600	3/2	1	2	\$399,900	\$0	\$0	\$0	\$0	\$399,900	\$250	-\$20,000	\$67	2.9%	0.0%	\$3,162	\$126,474
Contracts: 123		2,132	4/2.5	2	2	\$471,000	\$0	\$0	\$0	\$0	\$471,000	\$221	-\$20,000	\$67	2.9%	0.0%	\$3,712	\$148,484
Sales Pace Overall: 3.3		2,349	3/2	2	2	\$517,645	\$0	\$0	\$0	\$0	\$517,645	\$220	-\$20,000	\$67	2.9%	0.0%	\$4,073	\$162,924
Sales Pace L3M: 0.3		2,490	5/3	2	2	\$511,100	\$0	\$0	\$0	\$0	\$511,100	\$205	-\$20,000	\$67	2.9%	0.0%	\$4,022	\$160,898
		2,143				\$474,911	\$0	\$0	\$0	\$0	\$474,911	\$224	-\$20,000	\$67	2.9%	0.0%	\$3,742	\$149,695
3	Lakeside at Tessera on Lake Travis/50 Highland Homes Tessera on Lake Travis Lago Vista Detached - 6,630 OR 51 Expected Sell-Out By 08/27 at 1.28 per mo.																	
Contracts / Sales Pace / SPL3M: 107 / 1.3 / 2.		1,864	3/2	1	2	\$453,990	\$0	\$0	\$68,099	\$4,540	\$526,628	\$283	-\$20,000	\$63	2.9%	0.0%	\$4,147	\$165,896
Annual Starts / L12M Start Rate: 0 / 0.0		1,926	3/2	1	2	\$463,990	\$0	\$0	\$69,599	\$4,640	\$538,228	\$279	-\$20,000	\$63	2.9%	0.0%	\$4,237	\$169,495
Annual Closings / L12M Closing Rate: 2 / 0.2		1,953	3/2	1	2	\$468,990	\$0	\$0	\$70,349	\$4,690	\$544,028	\$279	-\$20,000	\$63	2.9%	0.0%	\$4,282	\$171,294
Total Units / Occupancy / Occ. Rate: 154 / 84 .		2,055	2/2	1	2	\$479,990	\$0	\$0	\$71,999	\$4,800	\$556,788	\$271	-\$20,000	\$63	2.9%	0.0%	\$4,381	\$175,253
		2,240	2/2	1	2	\$478,990	\$0	\$0	\$71,849	\$4,790	\$555,628	\$248	-\$20,000	\$63	2.9%	0.0%	\$4,372	\$174,893
		2,263	3/2	1	2	\$487,990	\$0	\$0	\$73,199	\$4,880	\$566,068	\$250	-\$20,000	\$63	2.9%	0.0%	\$4,453	\$178,131
		2,299	3/2	1	2	\$484,990	\$0	\$0	\$72,749	\$4,850	\$562,588	\$245	-\$20,000	\$63	2.9%	0.0%	\$4,426	\$177,052
		2,460	4/3	1	2	\$493,990	\$0	\$0	\$74,099	\$4,940	\$573,028	\$233	-\$20,000	\$63	2.9%	0.0%	\$4,507	\$180,291
		2,486	4/3	2	2	\$529,990	\$0	\$0	\$79,499	\$5,300	\$614,788	\$247	-\$20,000	\$63	2.9%	0.0%	\$4,831	\$193,246
		2,495	4/3	2	2	\$515,990	\$0	\$0	\$77,399	\$5,160	\$598,548	\$240	-\$20,000	\$63	2.9%	0.0%	\$4,705	\$188,208
		2,593	3/3	2	2	\$517,990	\$0	\$0	\$77,699	\$5,180	\$600,868	\$232	-\$20,000	\$63	2.9%	0.0%	\$4,723	\$188,927
		2,676	4/4	2	2	\$542,990	\$0	\$0	\$81,449	\$5,430	\$629,868	\$235	-\$20,000	\$63	2.9%	0.0%	\$4,948	\$197,924
		2,765	4/4	2	2	\$528,990	\$0	\$0	\$79,349	\$5,290	\$613,628	\$222	-\$20,000	\$63	2.9%	0.0%	\$4,822	\$192,886
		2,788	4/3	2	2	\$543,990	\$0	\$0	\$81,599	\$5,440	\$631,028	\$226	-\$20,000	\$63	2.9%	0.0%	\$4,957	\$198,284
		2,965	4/3	2	2	\$538,990	\$0	\$0	\$80,849	\$5,390	\$625,228	\$211	-\$20,000	\$63	2.9%	0.0%	\$4,912	\$196,485
		2,389				\$502,123	\$0	\$0	\$75,319	\$5,021	\$582,463	\$247	-\$20,000	\$63	2.9%	0.0%	\$4,580	\$183,218

Competitive Supply Detail (Production Builder Lots)

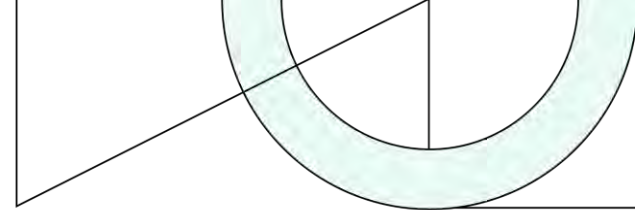
Appendix



					— Incentives —				— Typical Spending —		Estimated	Est.				— Pymt Impacting —		80.0%	35.0%			
Project					Size				Base	Price	Options/	Options /	Lot	Closing	Closing		Mo.	Base	Addl	7.0%	Qualifying	
Project Detail					(SF)	Bd/Ba	Level	Pkg	Price	Reduction	Upgrades	Upgrades	Premiums	Price	\$/SF	Closing \$/ Incentive	HOA	Tax	Taxes	Mo.Pmt.	Income	
4	Lakeside at Tessera/Bluewood/45				Toll Brothers		Tessera on Lake Travis		Lago Vista		Detached - 5,850 OR 45		Expected Sell-Out By 02/26 at 1.57 per mo.									
Contracts / Sales Pace / SPL3M: 7 / 1.6 / 1.0					1,813	3/2	1	2	\$473,995	\$0	\$28,440	\$56,879	\$4,740	\$507,175	\$280	-\$6,000	\$78	2.0%	0.0%	\$3,602	\$144,062	
Annual Starts / L12M Start Rate: 3 / 0.3					1,933	3/2	1	2	\$479,995	\$0	\$28,800	\$57,599	\$4,800	\$513,595	\$266	-\$6,000	\$78	2.0%	0.0%	\$3,646	\$145,846	
Annual Closings / L12M Closing Rate: 0 / 0.0					2,068	4/3	1	2	\$498,995	\$0	\$29,940	\$59,879	\$4,990	\$533,925	\$258	-\$6,000	\$78	2.0%	0.0%	\$3,787	\$151,496	
Total Units / Occupancy / Occ. Rate: 35 / 0 / 0					2,347	3/3	2	3	\$543,995	\$0	\$32,640	\$65,279	\$5,440	\$582,075	\$248	-\$6,000	\$78	2.0%	0.0%	\$4,122	\$164,877	
					2,602	3/2	2	3	\$567,995	\$0	\$34,080	\$68,159	\$5,680	\$607,755	\$234	-\$6,000	\$78	2.0%	0.0%	\$4,300	\$172,013	
					2,873	4/3	2	2	\$576,995	\$0	\$34,620	\$69,239	\$5,770	\$617,385	\$215	-\$6,000	\$78	2.0%	0.0%	\$4,367	\$174,689	
					2,273				\$523,662	\$0	\$31,420	🟢	\$62,839	\$5,237	\$560,318	\$250	-\$6,000	\$78	2.0%	0.0%	\$3,971	\$158,831
5	Seasons at Gregg Ranch/50				Richmond American Homes		Gregg Ranch		Marble Falls		Detached - 6,000 OR 50		Expected Sell-Out By 12/31 at 0.57 per mo.									
Contracts / Sales Pace / SPL3M: 2 / 0.6 / 0.7					1,680	3/2	1	2	\$344,995	\$34,500	\$0	\$51,749	\$3,450	\$365,695	\$218	-\$10,000	\$86	1.8%	0.3%	\$2,668	\$106,737	
Annual Starts / L12M Start Rate: 21 / 1.8					2,040	4/3	1	2	\$379,995	\$38,000	\$0	\$56,999	\$3,800	\$402,795	\$197	-\$10,000	\$86	1.8%	0.3%	\$2,922	\$116,861	
Annual Closings / L12M Closing Rate: 0 / 0.0					2,380	3/2	2	2	\$439,995	\$44,000	\$0	\$65,999	\$4,400	\$466,395	\$196	-\$10,000	\$86	1.8%	0.2%	\$3,355	\$134,218	
Total Units / Occupancy / Occ. Rate: 52 / 0 / 0					2,610	3/2	2	2	\$429,990	\$42,999	\$0	\$64,499	\$4,300	\$455,789	\$175	-\$10,000	\$86	1.8%	0.2%	\$3,283	\$131,323	
					2,950	4/2	2	2	\$459,995	\$46,000	\$0	\$68,999	\$4,600	\$487,595	\$165	-\$10,000	\$86	1.8%	0.2%	\$3,500	\$140,003	
					2,960	5/3	2	2	\$459,995	\$46,000	\$0	\$68,999	\$4,600	\$487,595	\$165	-\$10,000	\$86	1.8%	0.2%	\$3,500	\$140,003	
					2,437				\$419,161	\$41,916	\$0	🟢	\$62,874	\$4,192	\$444,310	\$186	-\$10,000	\$86	1.8%	0.2%	\$3,205	\$128,191
6	Gregg Ranch/Preserve/60				Pulte Homes		Gregg Ranch		Marble Falls		Detached - 7,800 OR 60		Expected Sell-Out By 07/24 at 2.33 per mo.									
Contracts / Sales Pace / SPL3M: 49 / 2.3 / 0.7					1,909	2/2	1	3	\$420,990	\$0	\$0	\$0	\$0	\$420,990	\$221	\$0	\$70	1.8%	0.2%	\$3,030	\$121,187	
Annual Starts / L12M Start Rate: 2 / 0.2					1,992	3/2	2	3	\$462,960	\$0	\$0	\$0	\$0	\$462,960	\$232	\$0	\$70	1.8%	0.2%	\$3,316	\$132,640	
Annual Closings / L12M Closing Rate: 28 / 2.3					2,643	3/2	1	2	\$507,955	\$0	\$0	\$0	\$0	\$507,955	\$192	\$0	\$70	1.8%	0.2%	\$3,623	\$144,919	
Total Units / Occupancy / Occ. Rate: 49 / 49 /					2,181				\$463,968	\$0	\$0	🟢	\$0	\$0	\$463,968	\$215	\$0	\$70	1.8%	0.2%	\$3,323	\$132,915

Competitive Supply Detail (Production Builder Lots)

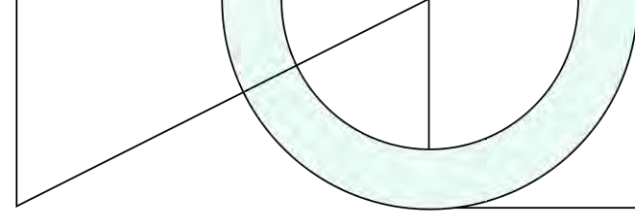
Appendix



					— Incentives —				— Typical Spending —			Estimated	Est.		— Pymt Impacting —			80.0%	35.0%
Project	Size				Base	Price	Options/	Options /	Lot	Closing	Closing		Mo.	Base	Addl	7.0%	35.0%		
Project Detail	(SF)	Bd/Ba	Level	Pkg	Price	Reduction	Upgrades	Upgrades	Premiums	Price	\$/SF	Closing \$/ Incentive	HOA	Tax	Taxes	Mo.Pmt.	Qualifying Income		
7	Ridgeview at Gregg Ranch/60 Richmond American Homes Gregg Ranch Marble Falls Detached - 7,200 OR 60 Expected Sell-Out By 03/28 at 0.39 per mo.																		
Total Units/Remaining: 18 / 17	1,670	4/2	1	3	\$354,995	\$21,300	\$0	\$53,249	\$3,550	\$390,495	\$234	-\$10,000	\$70	1.8%	0.3%	\$2,822	\$112,865		
Contracts: 1	2,020	4/3	1	3	\$419,995	\$25,200	\$0	\$62,999	\$4,200	\$461,995	\$229	-\$10,000	\$70	1.8%	0.2%	\$3,309	\$132,377		
Sales Pace Overall: 0.4	2,380	4/3	2	3	\$434,995	\$26,100	\$0	\$65,249	\$4,350	\$478,495	\$201	-\$10,000	\$70	1.8%	0.2%	\$3,422	\$136,880		
Sales Pace L3M: 0.4	2,610	4/3	2	3	\$449,995	\$27,000	\$0	\$67,499	\$4,500	\$494,995	\$190	-\$10,000	\$70	1.8%	0.2%	\$3,535	\$141,382		
	2,960	5/3	2	3	\$469,995	\$28,200	\$0	\$70,499	\$4,700	\$516,995	\$175	-\$10,000	\$70	1.8%	0.2%	\$3,685	\$147,386		
	2,328				\$425,995	\$25,560	\$0	\$63,899	\$4,260	\$468,595	\$206	-\$10,000	\$70	1.8%	0.2%	\$3,354	\$134,178		
8	West Cypress Hills Pulte Homes Spicewood Detached - 7,800 OR 65 Expected Sell-Out By 06/25 at 3.38 per mo.																		
Contracts / Sales Pace / SPL3M: 147 / 3.4 / 2.	1,674	3/2	1	2	\$509,990	\$66,299	\$0	\$66,299	\$5,100	\$515,090	\$308	-\$25,000	\$42	2.9%	0.0%	\$4,024	\$160,961		
Annual Starts / L12M Start Rate: 34 / 2.8	1,792	3/2	1	2	\$522,990	\$67,989	\$0	\$67,989	\$5,230	\$528,220	\$295	-\$25,000	\$42	2.9%	0.0%	\$4,126	\$165,022		
Annual Closings / L12M Closing Rate: 35 / 2.9	2,195	3/2	1	2	\$540,990	\$70,329	\$0	\$70,329	\$5,410	\$546,400	\$249	-\$25,000	\$42	2.9%	0.0%	\$4,266	\$170,643		
Total Units / Occupancy / Occ. Rate: 181 / 69	2,584	3/2	2	2	\$560,990	\$72,929	\$0	\$72,929	\$5,610	\$566,600	\$219	-\$25,000	\$42	2.9%	0.0%	\$4,422	\$176,890		
	2,623	3/3	2	2	\$563,990	\$73,319	\$0	\$73,319	\$5,640	\$569,630	\$217	-\$25,000	\$42	2.9%	0.0%	\$4,446	\$177,827		
	3,105	4/2	2	2	\$582,990	\$75,789	\$0	\$75,789	\$5,830	\$588,820	\$190	-\$25,000	\$42	2.9%	0.0%	\$4,594	\$183,761		
	3,265	4/2	2	2	\$592,990	\$77,089	\$0	\$77,089	\$5,930	\$598,920	\$183	-\$25,000	\$42	2.9%	0.0%	\$4,672	\$186,884		
	2,463				\$553,561	\$71,963	\$0	\$71,963	\$5,536	\$559,097	\$237	-\$25,000	\$42	2.9%	0.0%	\$4,364	\$174,570		

Competitive Supply Detail (Estate Lots)

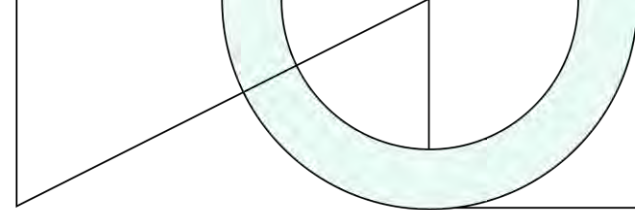
Appendix



Project					— Incentives —				— Typical Spending —		Estimated	Est.		— Pymt Impacting —			80.0%	35.0%			
Project Detail					Size (SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Lot Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Base Tax	Add Taxes	7.0% Mo.Pmt.	Qualifying Income	
1	Spicewood Trails Terrata Homes Spicewood Trails Spicewood Detached - 42,560 OR 160 Expected Sell-Out By 07/24 at 1.52 per mo.																				
Contracts / Sales Pace / SP L3M: 49 / 1.5 / 0.3					3,267	4/3	1	3	\$829,900	\$0	\$0	\$0	\$0	\$829,900	\$254	-\$25,000	\$54	1.8%	0.0%	\$5,688	\$227,531
Annual Starts / L12M Start Rate: 0 / 0.0																					
Annual Closings / L12M Closing Rate: 6 / 0.5																					
Total Units / Occupancy / Occ. Rate: 50 / 45 / 90%																					
					3,267				\$829,900	\$0	\$0	\$0	\$0	\$829,900	\$254	-\$25,000	\$54	1.8%	0.0%	\$5,688	\$227,531
2	Rees Landing Estates David Weekley Homes Spicewood Detached - 43,000 OR 100 Expected Sell-Out By 05/27 at 0.81 per mo.																				
Contracts / Sales Pace / SP L3M: 15 / 0.8 / 1.0					2,429	4/3	1	3	\$598,990	\$0	\$0	\$89,849	\$35,939	\$724,778	\$298	\$0	\$80	1.6%	0.0%	\$4,916	\$196,641
Annual Starts / L12M Start Rate: 14 / 1.2					2,532	3/2	1	3	\$602,990	\$0	\$0	\$90,449	\$36,179	\$729,618	\$288	\$0	\$80	1.6%	0.0%	\$4,948	\$197,933
Annual Closings / L12M Closing Rate: 10 / 0.8					2,824	4/3	1	3	\$672,990	\$0	\$0	\$100,949	\$40,379	\$814,318	\$288	\$0	\$80	1.6%	0.0%	\$5,513	\$220,539
Total Units / Occupancy / Occ. Rate: 42 / 10 / 24%					3,014	3/3	1	4	\$678,990	\$0	\$0	\$101,849	\$40,739	\$821,578	\$273	\$0	\$80	1.6%	0.0%	\$5,562	\$222,477
					3,027	4/3	1	3	\$682,990	\$0	\$0	\$102,449	\$40,979	\$826,418	\$273	\$0	\$80	1.6%	0.0%	\$5,594	\$223,768
					3,128	4/3	1	3	\$657,990	\$0	\$0	\$98,699	\$39,479	\$796,168	\$255	\$0	\$80	1.6%	0.0%	\$5,392	\$215,695
					3,347	4/3	1	3	\$678,990	\$0	\$0	\$101,849	\$40,739	\$821,578	\$245	\$0	\$80	1.6%	0.0%	\$5,562	\$222,477
					3,378	4/3	1	3	\$668,990	\$0	\$0	\$100,349	\$40,139	\$809,478	\$240	\$0	\$80	1.6%	0.0%	\$5,481	\$219,247
					3,482	4/3	1	3	\$707,990	\$0	\$0	\$106,199	\$42,479	\$856,668	\$246	\$0	\$80	1.6%	0.0%	\$5,796	\$231,842
					3,018				\$661,212	\$0	\$0	\$99,182	\$39,673	\$800,067	\$267	\$0	\$80	1.6%	0.0%	\$5,418	\$216,735

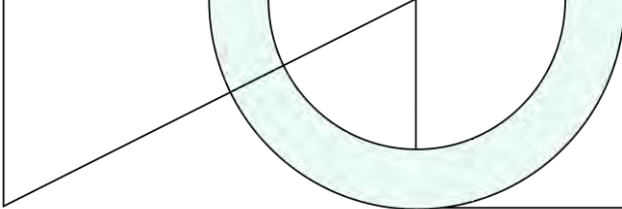
Competitive Supply Detail (Active Adult)

Appendix



Project					Size				— Incentives —			— Typical Spending —			Estimated	Est.				— Pymt Impacting —			80.0%	35.0%
Project Detail					(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income			
1	Kissing Tree/Traditional/50 Brookfield Residential Kissing Tree San Marcos Detached - 5,500 OR 50 Expected Sell-Out By 01/26 at 2.95 per mo.																							
Total Units/Remaining: 325 / 53					1,381	2/2	1	2	\$451,500	\$18,060	\$0	\$72,240	\$9,030	\$514,710	\$373	-\$13,545	\$238	2.4%	0.0%	\$4,007	\$160,277			
Contracts: 272					1,679	2/2	1	2	\$459,500	\$18,380	\$0	\$73,520	\$9,190	\$523,830	\$312	-\$13,785	\$238	2.4%	0.0%	\$4,074	\$162,948			
Sales Pace Overall: 2.9					1,760	2/2	2	3	\$525,000	\$21,000	\$0	\$84,000	\$10,500	\$598,500	\$340	-\$15,750	\$238	2.4%	0.0%	\$4,620	\$184,819			
Sales Pace L3M: 3.3					1,797	2/2	1	2	\$471,000	\$18,840	\$0	\$75,360	\$9,420	\$536,940	\$299	-\$14,130	\$238	2.4%	0.0%	\$4,170	\$166,788			
					1,874	2/2	1	2	\$473,500	\$18,940	\$0	\$75,760	\$9,470	\$539,790	\$288	-\$14,205	\$238	2.4%	0.0%	\$4,191	\$167,623			
					1,984	2/2	1	2	\$494,500	\$19,780	\$0	\$79,120	\$9,890	\$563,730	\$284	-\$14,835	\$238	2.4%	0.0%	\$4,366	\$174,635			
					2,150	2/2	1	2	\$544,000	\$21,760	\$0	\$87,040	\$10,880	\$620,160	\$288	-\$16,320	\$238	2.4%	0.0%	\$4,779	\$191,163			
					2,200	2/2	1	2	\$642,500	\$25,700	\$0	\$102,800	\$12,850	\$732,450	\$333	-\$19,275	\$238	2.4%	0.0%	\$5,601	\$224,052			
					2,217	2/2	1	2	\$605,500	\$24,220	\$0	\$96,880	\$12,110	\$690,270	\$311	-\$18,165	\$238	2.4%	0.0%	\$5,292	\$211,698			
					2,243	2/2	2	2	\$557,000	\$22,280	\$0	\$89,120	\$11,140	\$634,980	\$283	-\$16,710	\$238	2.4%	0.0%	\$4,888	\$195,504			
					2,368	2/2	1	2	\$631,000	\$25,240	\$0	\$100,960	\$12,620	\$719,340	\$304	-\$18,930	\$238	2.4%	0.0%	\$5,505	\$220,212			
					2,612	3/2	1	2	\$634,500	\$25,380	\$0	\$101,520	\$12,690	\$723,330	\$277	-\$19,035	\$238	2.4%	0.0%	\$5,535	\$221,381			
					2,895	3/3	1	3	\$667,500	\$26,700	\$0	\$106,800	\$13,350	\$760,950	\$263	-\$20,025	\$238	2.4%	0.0%	\$5,810	\$232,400			
					2,089				\$550,538	\$22,022	\$0	\$88,086	\$11,011	\$627,614	\$304	-\$16,516	\$238	2.4%	0.0%	\$4,834	\$193,346			
2	Kissing Tree/Villas Brookfield Residential Kissing Tree San Marcos Attached - 6,600 OR 60 Expected Sell-Out By 10/29 at 2.41 per mo.																							
Contracts / Sales Pace / SPL3M: 136 / 2.4 / 2.					1,030	1/1	1	1	\$325,289	\$19,517	\$0	\$32,529	\$6,506	\$344,806	\$335	-\$9,759	\$380	2.4%	0.0%	\$2,905	\$116,193			
Annual Starts / L12M Start Rate: 26 / 2.2					1,030	1/1	1	1	\$346,030	\$20,762	\$0	\$34,603	\$6,921	\$366,792	\$356	-\$10,381	\$380	2.4%	0.0%	\$3,066	\$122,632			
Annual Closings / L12M Closing Rate: 18 / 1.5					1,213	1/1	1	1	\$387,914	\$23,275	\$0	\$38,791	\$7,758	\$411,189	\$339	-\$11,637	\$380	2.4%	0.0%	\$3,391	\$135,636			
Total Units / Occupancy / Occ. Rate: 289 / 10%					1,213	1/1	1	1	\$404,427	\$24,266	\$0	\$40,443	\$8,089	\$428,693	\$353	-\$12,133	\$380	2.4%	0.0%	\$3,519	\$140,763			
					1,274	2/2	1	1	\$348,649	\$20,919	\$0	\$34,865	\$6,973	\$369,568	\$290	-\$10,459	\$380	2.4%	0.0%	\$3,086	\$123,445			
					1,274	2/2	1	1	\$370,181	\$22,211	\$0	\$37,018	\$7,404	\$392,392	\$308	-\$11,105	\$380	2.4%	0.0%	\$3,253	\$130,130			
					1,430	2/2	1	2	\$353,000	\$21,180	\$0	\$35,300	\$7,060	\$374,180	\$262	-\$10,590	\$380	2.4%	0.0%	\$3,120	\$124,796			
					1,430	2/2	1	2	\$357,000	\$21,420	\$0	\$35,700	\$7,140	\$378,420	\$265	-\$10,710	\$380	2.4%	0.0%	\$3,151	\$126,038			
					1,521	2/2	1	2	\$361,667	\$21,700	\$0	\$36,167	\$7,233	\$383,367	\$252	-\$10,850	\$380	2.4%	0.0%	\$3,187	\$127,487			
					1,521	2/2	1	2	\$361,667	\$21,700	\$0	\$36,167	\$7,233	\$383,367	\$252	-\$10,850	\$380	2.4%	0.0%	\$3,187	\$127,487			
					1,698	2/2	2	2	\$374,500	\$22,470	\$0	\$37,450	\$7,490	\$396,970	\$234	-\$11,235	\$380	2.4%	0.0%	\$3,287	\$131,471			
					1,703	2/2	2	2	\$377,500	\$22,650	\$0	\$37,750	\$7,550	\$400,150	\$235	-\$11,325	\$380	2.4%	0.0%	\$3,310	\$132,403			
					2,012	3/2	2	2	\$408,000	\$24,480	\$0	\$40,800	\$8,160	\$432,480	\$215	-\$12,240	\$380	2.4%	0.0%	\$3,547	\$141,872			
					2,012	3/2	2	2	\$408,000	\$24,480	\$0	\$40,800	\$8,160	\$432,480	\$215	-\$12,240	\$380	2.4%	0.0%	\$3,547	\$141,872			
					1,454				\$370,273	\$22,216	\$0	\$37,027	\$7,405	\$392,490	\$279	-\$11,108	\$380	2.4%	0.0%	\$3,254	\$130,159			

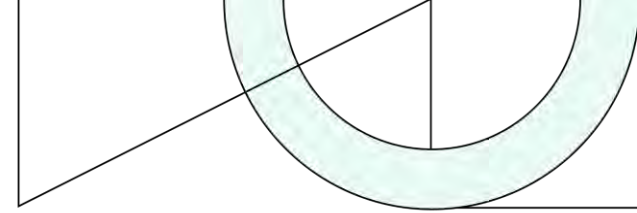
Competitive Supply Detail (Active Adult)
Appendix



Project		Size				— Incentives —		— Typical Spending —		Estimated	Est.		— Pymt Impacting —			80.0%	35.0%		
Project Detail		(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income	
3	Regency at Santa Rita Ranch/Garden/50 Toll Brothers Santa Rita Ranch (TX) Liberty Hill Detached - 6,000 OR 50 Expected Sell-Out By 07/26 at 2.01 per mo.																		
Contracts / Sales Pace / SPL3M: 58 / 2.0 / 1.7		1,599	2/2	1	3	\$366,995	\$0	\$0	\$58,719	\$7,340	\$433,054	\$271	-\$6,000	\$249	2.5%	0.0%	\$3,456	\$138,244	
Annual Starts / L12M Start Rate: 26 / 2.2		1,821	2/2	1	2	\$421,995	\$0	\$0	\$67,519	\$8,440	\$497,954	\$273	-\$6,000	\$249	2.5%	0.0%	\$3,937	\$157,469	
Annual Closings / L12M Closing Rate: 23 / 1.9		1,933	2/2	1	3	\$425,995	\$0	\$0	\$68,159	\$8,520	\$502,674	\$260	-\$6,000	\$249	2.5%	0.0%	\$3,972	\$158,867	
Total Units / Occupancy / Occ. Rate: 107 / 34 /		2,101	3/2	1	2	\$442,995	\$0	\$0	\$70,879	\$8,860	\$522,734	\$249	-\$6,000	\$249	2.5%	0.0%	\$4,120	\$164,810	
		2,367	3/3	2	2	\$462,995	\$0	\$0	\$74,079	\$9,260	\$546,334	\$231	-\$6,000	\$249	2.5%	0.0%	\$4,295	\$171,801	
		1,964				\$424,195	\$0	\$0	\$67,871	\$8,484	\$500,550	\$257	-\$6,000	\$249	2.5%	0.0%	\$3,956	\$158,238	
4	Sun City Texas/40 Del Webb Sun City Texas Georgetown Detached - 5,375 OR 43 Expected Sell-Out By 07/27 at 6.25 per mo.																		
Contracts / Sales Pace / SP L3M: 1,190 / 6.2 /		1,229	2/2	1	2	\$313,990	\$31,399	\$0	\$47,099	\$3,140	\$332,829	\$271	\$0	\$98	2.3%	0.0%	\$2,510	\$100,406	
Annual Starts / L12M Start Rate: 86 / 7.2		1,350	2/2	1	2	\$329,990	\$32,999	\$0	\$49,499	\$3,300	\$349,789	\$259	\$0	\$98	2.3%	0.0%	\$2,633	\$105,323	
Annual Closings / L12M Closing Rate: 56 / 4.7		1,409	2/2	1	2	\$334,990	\$33,499	\$0	\$50,249	\$3,350	\$355,089	\$252	\$0	\$98	2.3%	0.0%	\$2,671	\$106,859	
Total Units / Occupancy / Occ. Rate: 1,419 / 1																			
		1,329				\$326,323	\$32,632	\$0	\$48,949	\$3,263	\$345,903	\$261	\$0	\$98	2.3%	0.0%	\$2,605	\$104,196	

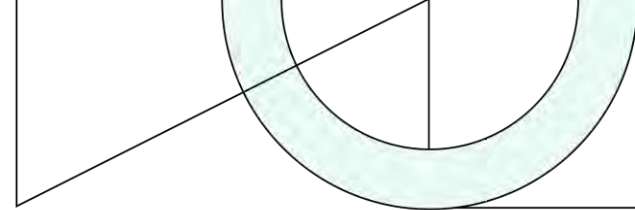
Competitive Supply Detail (Apartment Communities)

Appendix



Project Project Detail		Floorplan Summary				Current Rents			Current Rent \$/SF			Concessions Total	Net Effective			Net Effective \$/SF		
		Size SF	Bed	Bath	Pkg Type	Low	High	Avg.	Low	High	Avg.		Low	High	Avg.	Low	High	Avg.
1	THE HOMESTEAD AT MORMON HILL CAPSTONE MARBLE FALLS TWO-STORY YEAR BUILT - 2019																	
% Leased/Occupancy: 94.0/94.0	3	650	1	1.0	O	\$1,350	\$1,350	\$1,350	\$2.08	\$2.08	\$2.08	\$0	\$1,350	\$1,350	\$1,350	\$2.08	\$2.08	\$2.08
Total Units/Leased: 133/125	10	665	1	1.0	O	\$1,350	\$1,350	\$1,350	\$2.03	\$2.03	\$2.03	\$0	\$1,350	\$1,350	\$1,350	\$2.03	\$2.03	\$2.03
Available Units: 8	24	873	1	1.0	O	\$1,425	\$1,425	\$1,425	\$1.63	\$1.63	\$1.63	\$0	\$1,425	\$1,425	\$1,425	\$1.63	\$1.63	\$1.63
Lease-Up Rate: 7.2	32	886	1	1.0	O	\$1,400	\$1,400	\$1,400	\$1.58	\$1.58	\$1.58	\$0	\$1,400	\$1,400	\$1,400	\$1.58	\$1.58	\$1.58
	48	1,174	2	2.0	O	\$1,700	\$1,700	\$1,700	\$1.45	\$1.45	\$1.45	\$0	\$1,700	\$1,700	\$1,700	\$1.45	\$1.45	\$1.45
	8	1,395	3	2.0	O	\$1,950	\$1,950	\$1,950	\$1.40	\$1.40	\$1.40	\$0	\$1,950	\$1,950	\$1,950	\$1.40	\$1.40	\$1.40
	8	1,455	3	2.0	O	\$2,100	\$2,100	\$2,100	\$1.44	\$1.44	\$1.44	\$0	\$2,100	\$2,100	\$2,100	\$1.44	\$1.44	\$1.44
	133	1,030				\$1,350	\$2,100	\$1,583	\$1.40	\$2.08	\$1.54	\$0	\$1,350	\$2,100	\$1,583	\$1.40	\$2.08	\$1.54
2	PARCHAUS AT MUSTANG DRIVE PORTICO PROPERTY MANAGEMENT MARBLE FALLS TWO-STORY YEAR BUILT - 2024																	
% Leased/Occupancy: 0.0/0.0	31	707	1	1.0	O	\$1,883	\$1,883	\$1,883	\$2.66	\$2.66	\$2.66	(\$157)	\$1,726	\$1,726	\$1,726	\$2.44	\$2.44	\$2.44
Total Units/Leased: 190/0	30	767	1	1.0	O	\$1,853	\$1,853	\$1,853	\$2.42	\$2.42	\$2.42	(\$154)	\$1,699	\$1,699	\$1,699	\$2.21	\$2.21	\$2.21
Available Units: 190	30	871	1	1.0	1-Car DAG	\$2,004	\$2,004	\$2,004	\$2.30	\$2.30	\$2.30	(\$167)	\$1,837	\$1,837	\$1,837	\$2.11	\$2.11	\$2.11
	40	1,007	2	2.0	1-Car DAG	\$2,411	\$2,411	\$2,411	\$2.39	\$2.39	\$2.39	(\$201)	\$2,210	\$2,210	\$2,210	\$2.19	\$2.19	\$2.19
	40	1,177	2	2.0	1-Car DAG	\$2,588	\$2,588	\$2,588	\$2.20	\$2.20	\$2.20	(\$216)	\$2,372	\$2,372	\$2,372	\$2.02	\$2.02	\$2.02
	19	1,392	3	2.5	1-Car DAG	\$2,763	\$2,763	\$2,763	\$1.98	\$1.98	\$1.98	(\$230)	\$2,533	\$2,533	\$2,533	\$1.82	\$1.82	\$1.82
	190	973				\$1,853	\$2,763	\$2,245	\$1.98	\$2.66	\$2.31	(\$187)	\$1,699	\$2,533	\$2,058	\$1.82	\$2.44	\$2.12
3	RESIDENCES AT PANTHER HOLLOW NE MANAGEMENT MARBLE FALLS THREE-STORY YEAR BUILT - 2019																	
% Leased/Occupancy: 86.0/91.0	18	575	0	1.0	O	\$1,319	\$1,319	\$1,319	\$2.29	\$2.29	\$2.29	(\$42)	\$1,277	\$1,277	\$1,277	\$2.22	\$2.22	\$2.22
Total Units/Leased: 200/172	56	697	1	1.0	O	\$1,304	\$1,304	\$1,304	\$1.87	\$1.87	\$1.87	(\$42)	\$1,262	\$1,262	\$1,262	\$1.81	\$1.81	\$1.81
Available Units: 28	30	737	1	1.0	O	\$1,354	\$1,354	\$1,354	\$1.84	\$1.84	\$1.84	(\$42)	\$1,312	\$1,312	\$1,312	\$1.78	\$1.78	\$1.78
	16	786	1	1.0	O	\$1,364	\$1,364	\$1,364	\$1.74	\$1.74	\$1.74	(\$42)	\$1,322	\$1,322	\$1,322	\$1.68	\$1.68	\$1.68
	56	993	2	2.0	O	\$1,519	\$1,519	\$1,519	\$1.53	\$1.53	\$1.53	(\$42)	\$1,477	\$1,477	\$1,477	\$1.49	\$1.49	\$1.49
	12	1,077	2	2.0	O	\$1,459	\$1,459	\$1,459	\$1.35	\$1.35	\$1.35	(\$42)	\$1,417	\$1,417	\$1,417	\$1.32	\$1.32	\$1.32
Lease-Up Rate: 9.5	12	1,171	2	2.0	O	\$1,619	\$1,619	\$1,619	\$1.38	\$1.38	\$1.38	(\$42)	\$1,577	\$1,577	\$1,577	\$1.35	\$1.35	\$1.35
	200	833				\$1,304	\$1,619	\$1,406	\$1.35	\$2.29	\$1.69	(\$42)	\$1,262	\$1,577	\$1,364	\$1.32	\$2.22	\$1.64

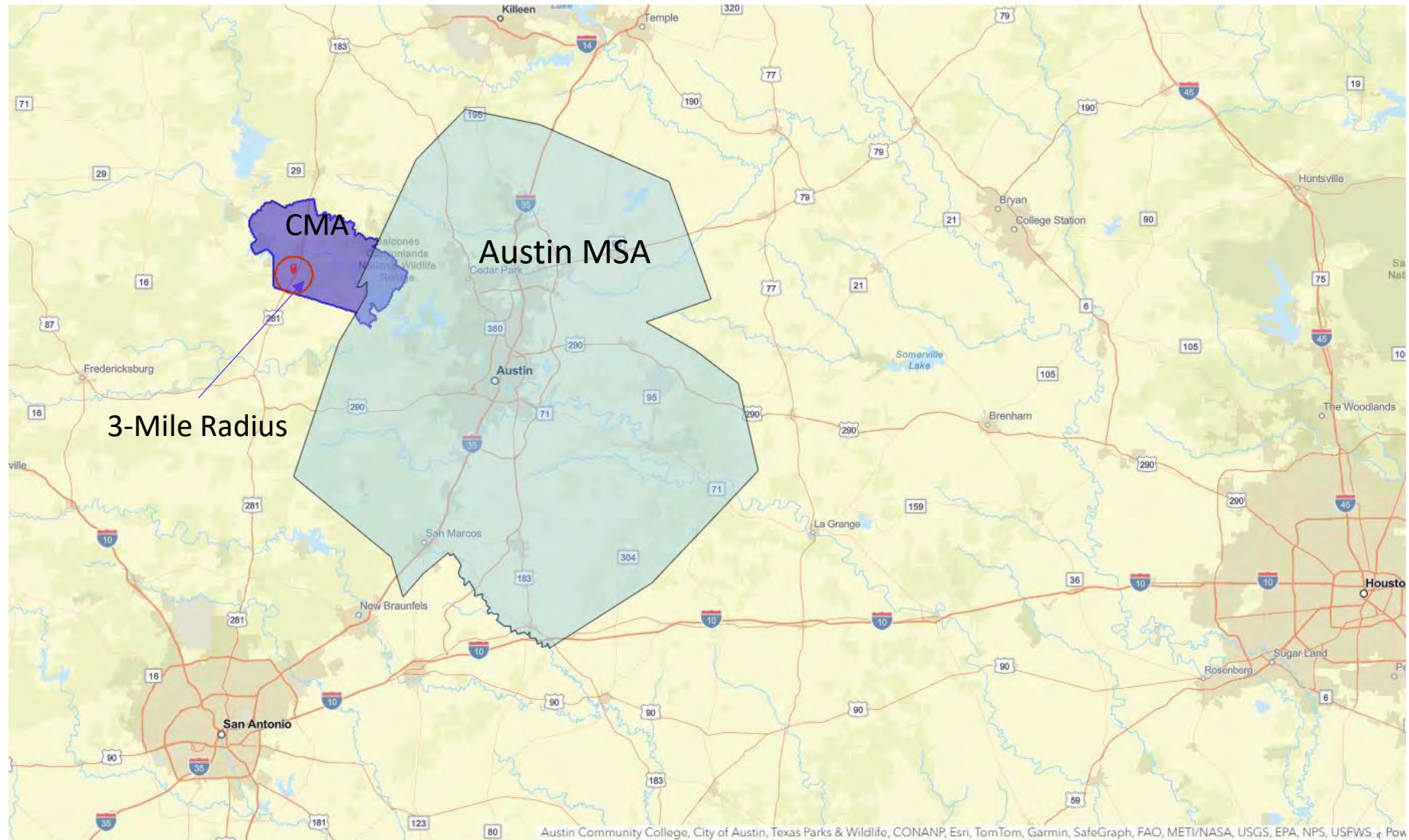
Competitive Supply Detail (Apartment Communities)
Appendix



Project Project Detail		Floorplan Summary				Current Rents			Current Rent \$/SF			Concessions	Net Effective			Net Effective \$/SF							
		Size			Pkg																		
		Mix	SF	Bed	Bath	Type	Low	-	High	Avg.	Low	-	High	Avg.	Total	Low	-	High	Avg.	Low	-	High	Avg.
4	FLATZ 830 KAIROI RESIDENTIAL		MARBLE FALLS		THREE-STORY		YEAR BUILT - 2024																
% Leased/Occupancy: 0.0/0.0		18	568	0	1.0	O	\$1,553 -	\$1,553	\$1,553	\$2.73 -	\$2.73	\$2.73	\$0	\$1,553 -	\$1,553	\$1,553	\$2.73 -	\$2.73	\$2.73				
Total Units/Leased: 200/0		12	624	1	1.0	O	\$2,139 -	\$2,139	\$2,139	\$3.43 -	\$3.43	\$3.43	\$0	\$2,139 -	\$2,139	\$2,139	\$3.43 -	\$3.43	\$3.43				
Available Units: 200		56	626	1	1.0	O	\$1,783 -	\$1,783	\$1,783	\$2.85 -	\$2.85	\$2.85	\$0	\$1,783 -	\$1,783	\$1,783	\$2.85 -	\$2.85	\$2.85				
		16	637	1	1.0	O	\$1,872 -	\$1,872	\$1,872	\$2.94 -	\$2.94	\$2.94	\$0	\$1,872 -	\$1,872	\$1,872	\$2.94 -	\$2.94	\$2.94				
		56	973	2	2.0	O	\$2,691 -	\$2,691	\$2,691	\$2.77 -	\$2.77	\$2.77	\$0	\$2,691 -	\$2,691	\$2,691	\$2.77 -	\$2.77	\$2.77				
		12	979	2	2.0	O	\$2,243 -	\$2,243	\$2,243	\$2.29 -	\$2.29	\$2.29	\$0	\$2,243 -	\$2,243	\$2,243	\$2.29 -	\$2.29	\$2.29				
		12	1,105	3	2.0	O	\$2,760 -	\$2,760	\$2,760	\$2.50 -	\$2.50	\$2.50	\$0	\$2,760 -	\$2,760	\$2,760	\$2.50 -	\$2.50	\$2.50				
		18	1,109	3	2.0	O	\$2,300 -	\$2,300	\$2,300	\$2.07 -	\$2.07	\$2.07	\$0	\$2,300 -	\$2,300	\$2,300	\$2.07 -	\$2.07	\$2.07				
		200	812				\$1,553 -	\$2,760	\$2,178	\$2.07 -	\$3.43	\$2.68	\$0	\$1,553 -	\$2,760	\$2,178	\$2.07 -	\$3.43	\$2.68				
5	TWO RIVERS TOWNHOMES		NA		MARBLE FALLS		TWO-STORY		YEAR BUILT - 1999														
% Leased/Occupancy: 98.0/98.0		26	600	1	1.0	O	\$1,250 -	\$1,250	\$1,250	\$2.08 -	\$2.08	\$2.08	\$0	\$1,250 -	\$1,250	\$1,250	\$2.08 -	\$2.08	\$2.08				
Total Units/Leased: 54/53		20	945	2	1.5	O	\$1,550 -	\$1,550	\$1,550	\$1.64 -	\$1.64	\$1.64	(\$129)	\$1,421 -	\$1,421	\$1,421	\$1.50 -	\$1.50	\$1.50				
Available Units: 1		8	1,119	3	2.0	O	\$1,850 -	\$1,850	\$1,850	\$1.65 -	\$1.65	\$1.65	(\$154)	\$1,696 -	\$1,696	\$1,696	\$1.52 -	\$1.52	\$1.52				
		54	805				\$1,250 -	\$1,850	\$1,450	\$1.64 -	\$2.08	\$1.80	(\$71)	\$1,250 -	\$1,696	\$1,379	\$1.50 -	\$2.08	\$1.71				

Definition of the Competitive Market Area (CMA – Marble Falls ISD)

Appendix





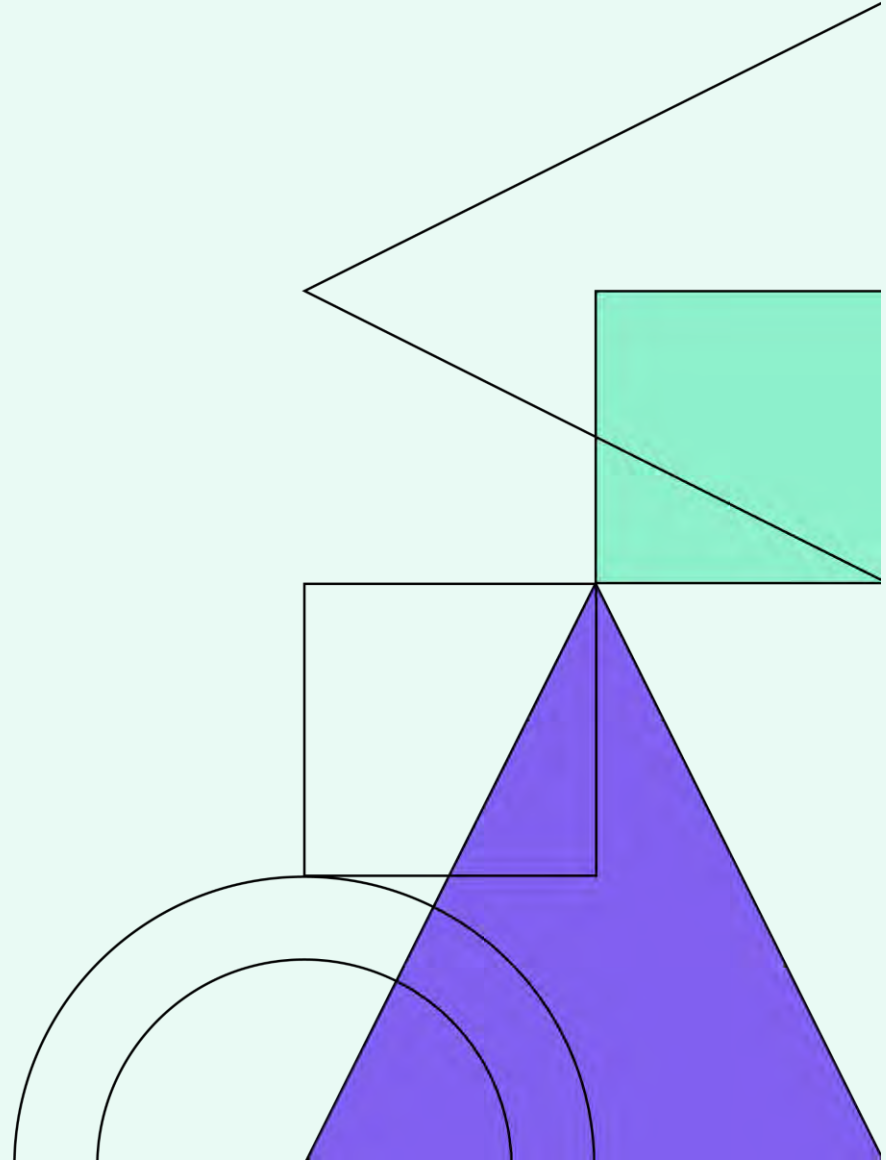
Thank you!

Zonda

4000 MacArthur, Suite 400

Newport Beach, CA 92660

(877) 966-3210



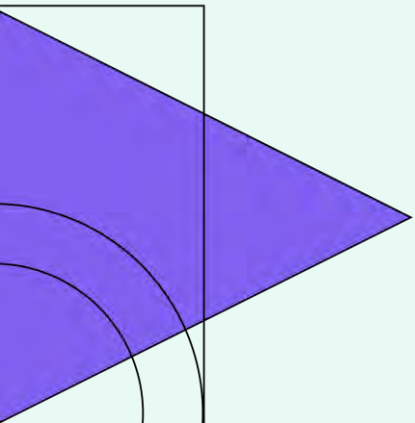
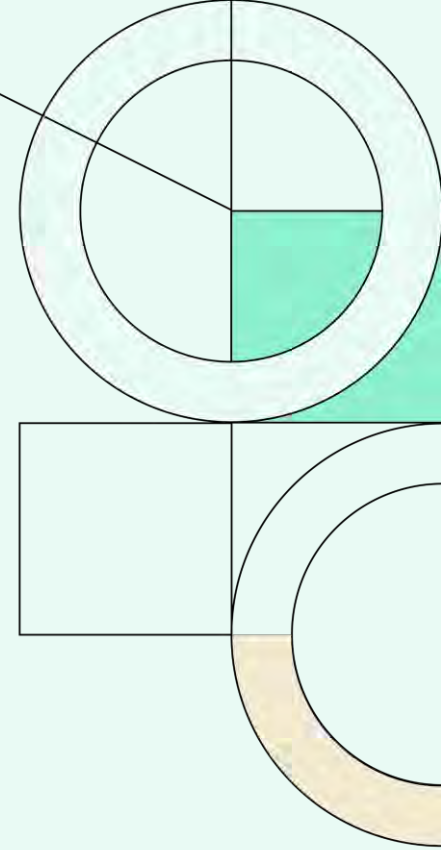


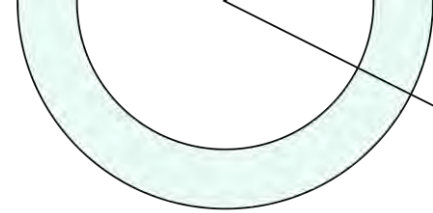
Legacy Hills – Celina, TX (Collin County)

CADG c/o SAMCO Capital

August 2024

Project Overview	4
Key Findings	7
Product, Pricing, & Absorption	9
Competitive Market Assessment	25
Location Analysis	39
Economic & Demographic Analysis	45
Housing Market Analysis	54
Appendix	68





Background/Objectives, Key Contacts & Limiting Conditions

BACKGROUND & OBJECTIVES

CADG c/o SAMCO Capital (“Client”) is assessing a financing opportunity associated with a community known as Legacy Hills in Celina, TX. The planned development will include a total of 6,882 detached homes on 40’ wide, 50’ wide, and 60’ to 65’ wide lots. Client’s goal is to understand the market-based opportunity for this site considering current and expected economic and housing market conditions.

Note: This report was completed following the global COVID-19 pandemic, during an aggressive Fed tightening schedule. Our recommendations reflect the most recent data available but are subject to change as the market evolves.

LIMITING CONDITIONS

Client is responsible for representations about the development plans, marketing expectations and for disclosure of any significant information that might affect the ultimate realization of the projected results. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the difference may be material. We have no responsibility to update our report for events and circumstances occurring after the date of our report. Payment of any and all of our fees and expenses is not in any way contingent upon any factor other than our providing services related to this report.

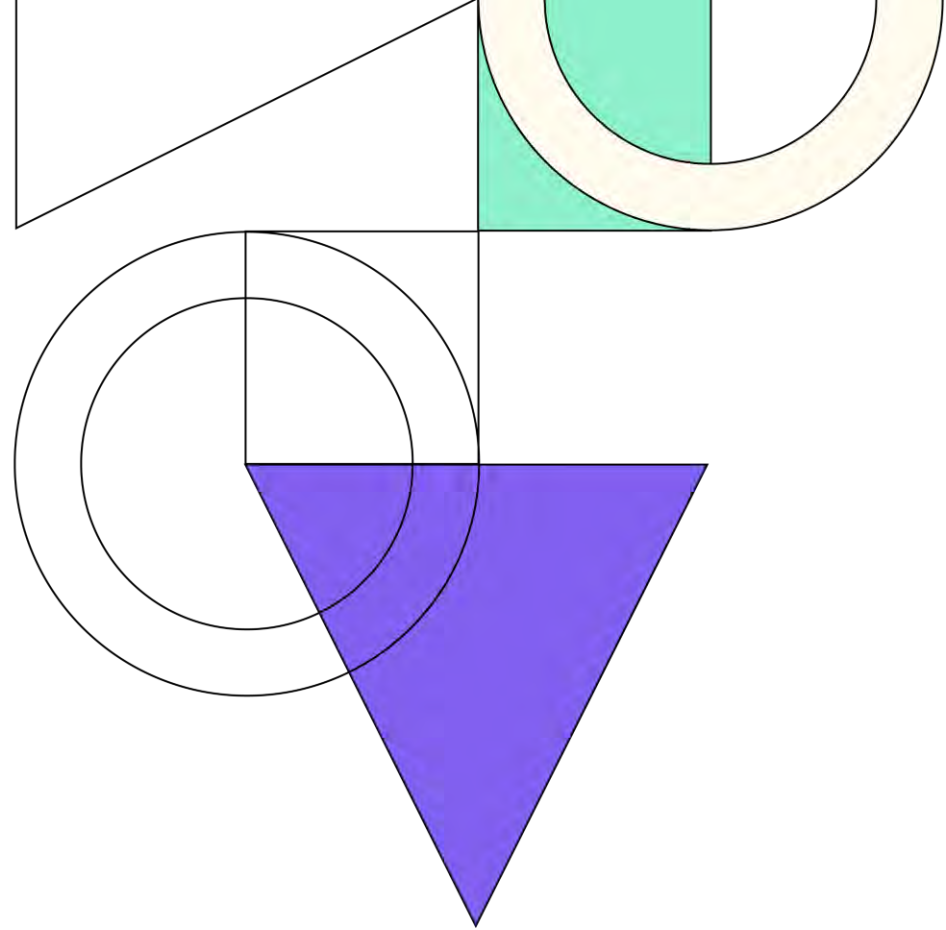
KEY CONTACTS

The following key team members participated on this analysis:

Bryan Glasshagel, Senior Vice President, Mr. Glasshagel has over 23 years of experience in the real estate and banking industries. He regularly directs the analysis of residential and mixed-use communities in Houston and around Texas.

Patrick Lynch, Director, Mr. Lynch has 12 years of experience conducting market studies for a variety of residential product types across the United States and a masters degree in urban planning.

Additional support was provided as needed.



Project Overview

Site Plan & Development Overview

Project Overview

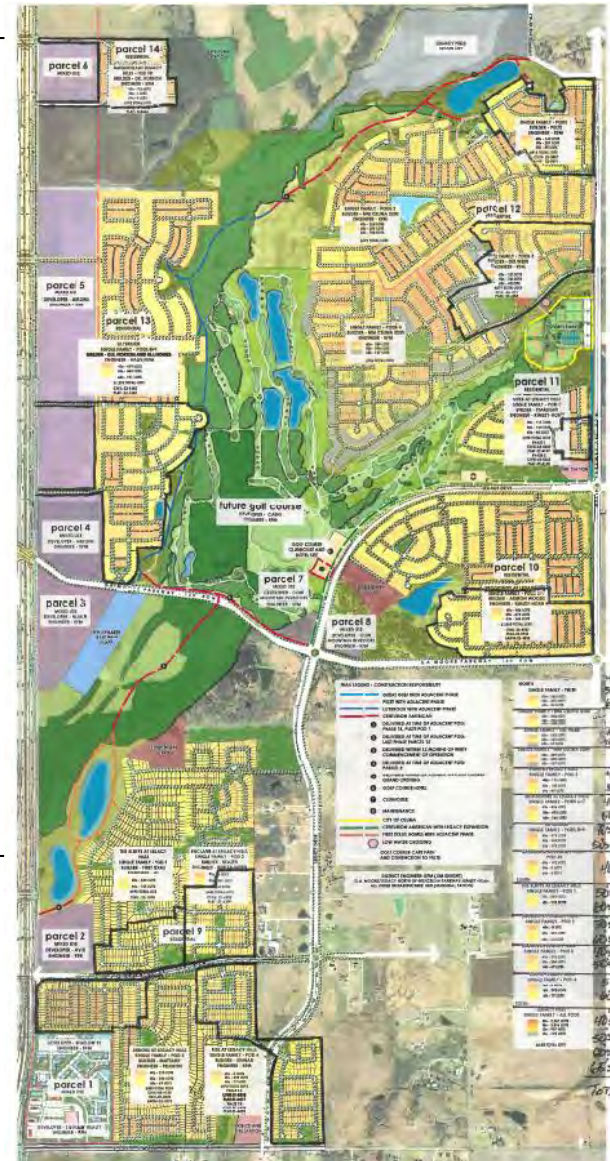
The Legacy Hills master-planned community will contain a total of 6,882 detached home lots, spread across 40', 50', 60' and 65' wide lots as shown in the table to the right.

The community will offer an extensive amenity package, including three “regional” amenity centers and five standard amenity centers. Amenities will include pools, sports courts/fields, various playgrounds, two-miles of recreational trails, ponds, and parks. The current concept plan also dedicates space to a future championship golf course and two elementary schools.

As of July 2024, horizontal development of lots has already begun. Zonda generally assumes that home sales start six months after the currently expected infrastructure completion date provided by Client. However, in some cases, it appears unlikely that the builder will meet this schedule (based on a lack of starts or active sales as of July 2024) so Zonda delayed estimated sales start of some programs to 7-12 months following infrastructure completion.

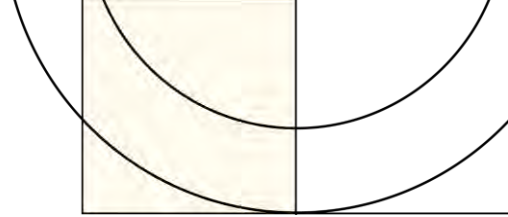
Builder	Lot Size	Lots	Est. Sales Start
Ashton Woods	40'	507	Jan-25
Ashton Woods	50'	613	Jan-25
Ashton Woods	60'	203	Jan-25
Beazer	50'	381	Oct-24
Beazer	60'	62	Oct-24
Del Webb	40'	444	Jan-25
Del Webb	50'	444	Jan-25
Del Webb	65'	195	Jan-25
D.R. Horton	40'	432	Apr-25
D.R. Horton	50'	270	Apr-25
D.R. Horton	60'	95	Apr-25
First Texas	50'	355	Jan-26
First Texas	60'	135	Jan-26
Lennar	50'	393	Jan-25
Lennar	60'	77	Jan-25
Mattamy	40'	184	Jan-25
Mattamy	50'	330	Jan-25
Mattamy	60'	69	Jan-25
M/I Homes	40'	239	Apr-25
M/I Homes	50'	270	Apr-25
M/I Homes	60'	96	Apr-25
Pulte	40'	425	Oct-24
Pulte	50'	499	Oct-24
Pulte	60'	164	Oct-24
Total		6,882	

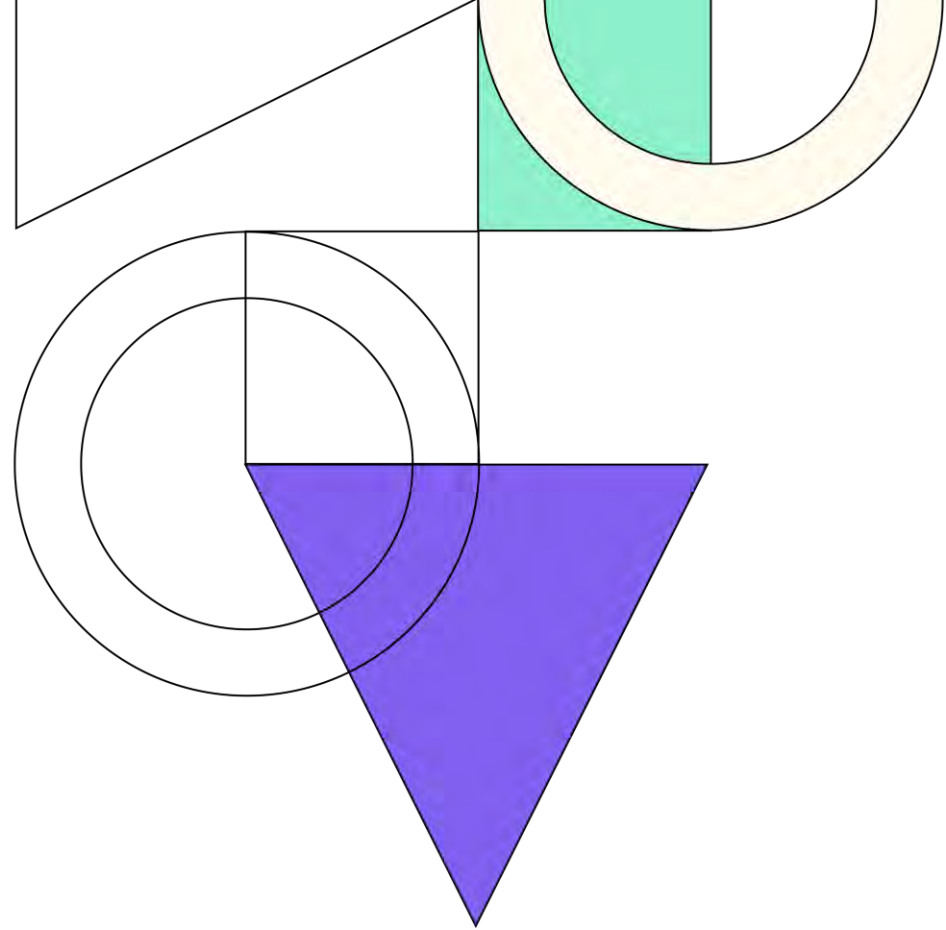
Note: The table above reflects data provided by Client. However, our research indicates that Beazer Homes recently sold 75 50' wide lots to Union Main. This change is reflected in our projections.



Site Photos

Project Overview





Key Findings



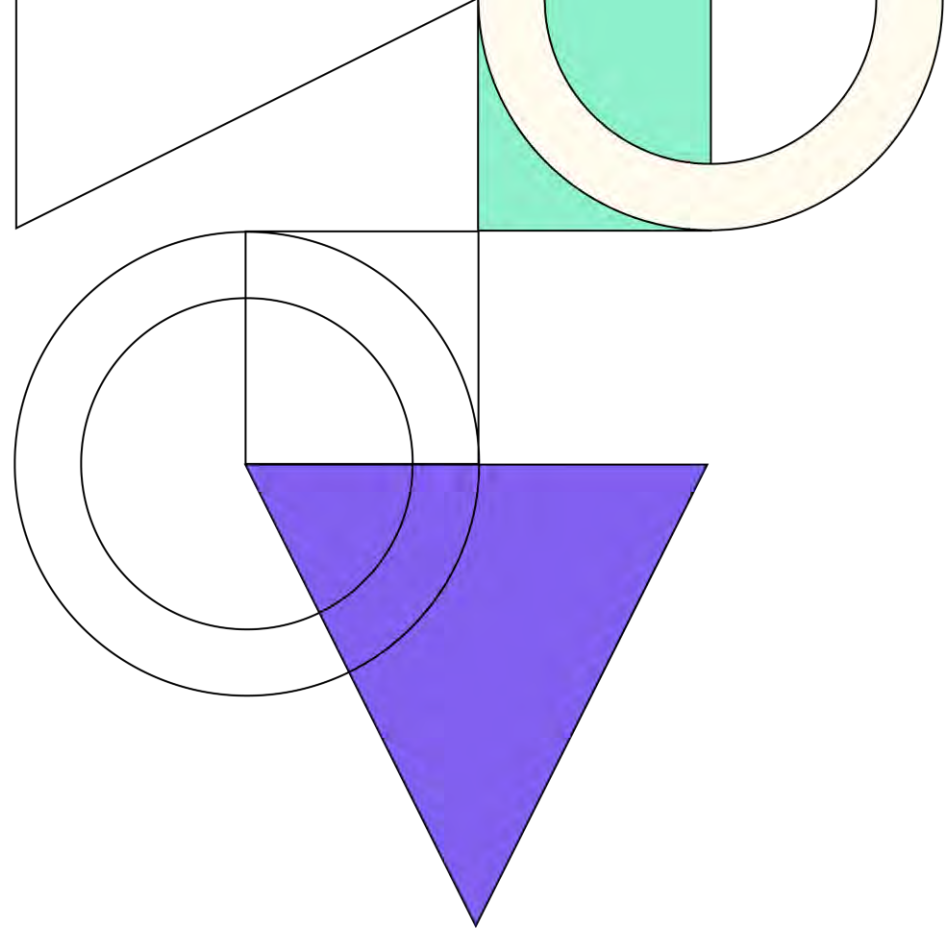
Summary of Key Conclusions

Key Findings

The following bullet points summarize the key findings from our research:

- **Our analysis indicates a strong opportunity exists for the development of the Subject Property.** This is based on several factors:
 - ✓ Strong projected growth of over 50,000 new households per year over the next five years in the Dallas-Ft. Worth MSA (more than any other MSA in the United States).
 - ✓ Extremely rapid growth in Celina. The Census recently ranked the City of Celina the fastest growing city in the United States.
 - ✓ A resilient metro housing market with prices, starts, closings, and sales showing signs of stabilization after a slowdown in late 2022 due to rising mortgage rates.
 - ✓ Excellent “A” rated Celina ISD serving the Subject Property (includes multiple onsite future schools).
 - ✓ Favorable demographics for for-sale housing in the Celina ISD (63% of existing households have incomes over \$100,000).
 - ✓ A potentially class-leading amenity package including multiple amenity centers, a golf course, sports fields, trails, etc.
 - ✓ Centurion American’s proven success in the Dallas-Ft. Worth MSA (including multiple current top 25 most active communities).
- **The Subject Property continues to face some potential headwinds as well.** Challenges that the community will face include:
 - ✓ High mortgage rates and economic headwinds could continue to impact the new home market in 2024 and beyond. While new home sales activity has increased and prices are stabilizing (incentives remain high), housing affordability is constrained, some demand and pricing volatility is still expected, and future employment growth / migration trends need to be monitored.
 - ✓ Drive-by traffic at the Subject may be limited initially (will improve with the expansion of the Dallas North Tollway). An aggressive marketing campaign may be necessary to drive traffic to the Subject.
 - ✓ Competition for buyers will be intense as several master-planned communities are active or planned in the Celina ISD. These include Creekview Meadows, Cross Creek Meadows, La Terra at Uptown Celina, and North Sky.
- **Based upon the proposed lot sizes and builders, our concluded base prices for the Subject Property range from \$320,000 to \$758,000 (August 2024 dollars).** Across all 6,882 lots in the Subject Property, we anticipate an average closing price (inclusive of typical spending on options/upgrades, lot premiums, and price impacting incentives) of \$498,632. Our projected pricing is well-supported by other master-planned communities with similar lot sizes in Celina, including the Parks at Wilson Creek (\$462,000 to \$808,000), Cambridge Crossing (\$482,000 to \$943,000), and La Terra at Uptown Celina (\$377,000 to \$605,000).
- **Based on the projected 25 builder programs and our recommended prices, we expect the Subject to achieve a peak annual absorption of 737 homes sold in 2027.** Projected absorption within individual builder programs ranges from 1.25 to 4.0 sales per month. Our projected peak annual absorption would rank the Subject second among all master-planned communities in the Dallas-Ft. Worth MSA based on closings from 3Q23 through 2Q24. The Subject’s large number of builders (higher than any other master-planned community in Celina), diverse planned product offerings, excellent school district, and strong planned amenity package justify this projection. The Subject Property is projected to sell-out completely by 2039.

Product, Pricing & Absorption



Projected Pricing – Overall

Product, Pricing, and Absorption

Based upon the proposed lot sizes and builders, Zonda concludes that average base prices per program will range from \$362,454 to \$648,097. Across all 6,882 planned lots in the Subject Property we anticipate an average closing price (inclusive of typical spending on options/upgrades, lot premiums, and price impacting incentives) of \$498,632 in August 2024 dollars. The projected pricing is well-supported by other master-planned communities with similar lot sizes in Celina, including the Parks at Wilson Creek (\$462,000 to \$808,000), La Terra at Uptown Celina (\$377,000 to \$605,000) and Cambridge Crossing (\$482,000 to \$943,000).

Project/Subdivision	Type	Configuration	# of Units	Est. % of Total Units	Average Unit Size	Avg. Base Price	-- Incentives --		-- Typical Spending --		Estimated Avg. Closing Price	Estimated Closing \$/SF	Est. Sales Rate
							Price Reduction	Options/Upgrades	Options/Upgrades	Lot Premiums			
Ashton Woods 40'	Single Family	Detached	507	7%	2,142	\$424,186	\$8,500	\$0	\$25,457	\$4,243	\$445,386	\$208	2.75
Del Webb 40'	Single Family	Detached	444	6%	1,578	\$362,454	\$14,503	\$0	\$32,606	\$3,617	\$384,175	\$244	2.75
Mattamy 40'	Single Family	Detached	184	3%	2,169	\$446,705	\$8,926	\$0	\$26,812	\$4,472	\$469,062	\$216	2.50
Pulte 40'	Single Family	Detached	425	6%	2,222	\$456,990	\$9,125	\$0	\$31,975	\$4,550	\$484,390	\$218	2.50
D.R. Horton 40'	Single Family	Detached	432	6%	1,815	\$364,245	\$7,280	\$0	\$0	\$2,734	\$359,699	\$198	4.00
MI Homes 40'	Single Family	Detached	239	3%	1,694	\$386,300	\$7,714	\$0	\$30,914	\$3,800	\$413,300	\$244	2.75
Ashton Woods 50'	Single Family	Detached	613	9%	2,406	\$488,414	\$9,786	\$0	\$39,043	\$4,886	\$522,557	\$217	2.50
Beazer 50'	Single Family	Detached	306	4%	2,785	\$540,990	\$21,660	\$0	\$43,300	\$5,400	\$568,030	\$204	2.50
First Texas 50'	Single Family	Detached	355	5%	2,482	\$550,411	\$11,011	\$0	\$60,544	\$5,511	\$605,456	\$244	2.00
Mattamy 50'	Single Family	Detached	330	5%	2,763	\$571,144	\$11,405	\$0	\$57,108	\$5,719	\$622,566	\$225	2.00
Lennar 50'	Single Family	Detached	393	6%	2,006	\$405,800	\$12,200	\$0	\$0	\$4,080	\$397,680	\$198	4.00
Pulte 50'	Single Family	Detached	499	7%	2,559	\$513,990	\$10,267	\$0	\$50,522	\$5,056	\$559,301	\$219	2.50
D.R. Horton 50'	Single Family	Detached	270	4%	2,137	\$423,781	\$8,481	\$0	\$0	\$3,168	\$418,468	\$196	4.00
MI Homes 50'	Single Family	Detached	270	4%	2,568	\$496,500	\$9,938	\$0	\$59,550	\$4,950	\$551,063	\$215	2.50
Del Webb 50'	Single Family	Detached	444	6%	1,785	\$406,600	\$16,280	\$0	\$36,600	\$4,060	\$430,980	\$241	3.00
Union Main 50'	Single Family	Detached	75	1%	2,514	\$533,615	\$10,663	\$0	\$53,363	\$5,325	\$581,640	\$231	2.50
Ashton Woods 60'	Single Family	Detached	203	3%	2,749	\$559,938	\$11,200	\$0	\$56,000	\$5,600	\$610,338	\$222	1.75
Beazer 60'	Single Family	Detached	62	1%	2,794	\$587,190	\$23,500	\$0	\$48,740	\$5,860	\$618,290	\$221	1.75
First Texas 60'	Single Family	Detached	135	2%	3,110	\$648,097	\$12,980	\$0	\$71,287	\$6,473	\$712,878	\$229	1.25
Lennar 60'	Single Family	Detached	77	1%	2,952	\$520,667	\$15,617	\$0	\$0	\$2,600	\$507,650	\$172	2.25
Mattamy 60'	Single Family	Detached	69	1%	3,178	\$578,029	\$11,557	\$0	\$57,814	\$5,786	\$630,071	\$198	1.75
Pulte 60'	Single Family	Detached	164	2%	3,246	\$564,790	\$11,280	\$0	\$56,480	\$5,660	\$615,650	\$190	1.75
Del Webb 65'	Single Family	Detached	195	3%	2,264	\$475,257	\$19,000	\$0	\$47,543	\$4,743	\$508,543	\$225	2.50
D.R. Horton 60'	Single Family	Detached	95	1%	2,498	\$476,922	\$9,508	\$0	\$0	\$3,583	\$470,997	\$189	2.50
MI Homes 60'	Single Family	Detached	96	1%	2,814	\$544,143	\$10,857	\$0	\$48,986	\$4,086	\$586,357	\$208	2.00
Total/Avg.			6,882	100%	2,301	\$470,252	\$11,546	\$0	\$35,396	\$4,530	\$498,632	\$218	62.25

Price Appreciation

Product, Pricing, and Absorption

We expect average sales prices will remain flat in 2024 before slowly resuming growth in 2025 and reaching a steady average of 3.0% growth per year in 2027. Moody's projects the median sale price of an existing home in the Dallas-Ft. Worth MSA will fall a total of 1.0% in 2025 and 2026 before resuming growth in 2027, while Zillow projects that the "typical home value" will decline 0.1% from July 2024 through June 2025. Our forecast is slightly more optimistic because it appears likely that the Fed's tightening cycle has peaked and new home prices are already showing signs of stabilization across the market. The weighted average price shown at the bottom of the table below represents the weighted average across all 6,882 lots in the Subject Property. The weighted average price of homes sold in any given year may differ from this average. This forecast is predicated on continued job growth and stable economic conditions.

Project/Subdivision	# of Units	Average Total Price	2024 0.0%	2025 1.0%	2026 2.0%	2027 3.0%	2028 3.0%	2029 3.0%	2030 3.0%	2031 3.0%	2032 3.0%	2033 3.0%	2034 3.0%	2035 3.0%	2036 3.0%	2037 3.0%	2038 3.0%	2039 3.0%
Ashton Woods 40'	507	\$445,386	\$445,386	\$449,840	\$458,836	\$472,601	\$486,779	\$501,383	\$516,424	\$531,917	\$547,875	\$564,311	\$581,240	\$598,677	\$616,638	\$635,137	\$654,191	\$673,817
Del Webb 40'	444	\$384,175	\$384,175	\$388,017	\$395,777	\$407,651	\$419,880	\$432,477	\$445,451	\$458,814	\$472,579	\$486,756	\$501,359	\$516,400	\$531,892	\$547,848	\$564,284	\$581,212
Mattamy 40'	184	\$469,062	\$469,062	\$473,753	\$483,228	\$497,725	\$512,656	\$528,036	\$543,877	\$560,193	\$576,999	\$594,309	\$612,138	\$630,503	\$649,418	\$668,900	\$688,967	\$709,636
Pulte 40'	425	\$484,390	\$484,390	\$489,234	\$499,019	\$513,989	\$529,409	\$545,291	\$561,650	\$578,499	\$595,854	\$613,730	\$632,142	\$651,106	\$670,639	\$690,758	\$711,481	\$732,826
D.R. Horton 40'	432	\$359,699	\$359,699	\$363,296	\$370,562	\$381,679	\$393,129	\$404,923	\$417,071	\$429,583	\$442,470	\$455,745	\$469,417	\$483,499	\$498,004	\$512,944	\$528,333	\$544,183
MI Homes 40'	239	\$413,300	\$413,300	\$417,433	\$425,782	\$438,555	\$451,712	\$465,263	\$479,221	\$493,598	\$508,406	\$523,658	\$539,367	\$555,548	\$572,215	\$589,381	\$607,063	\$625,275
Ashton Woods 50'	613	\$522,557	\$522,557	\$527,783	\$538,338	\$554,489	\$571,123	\$588,257	\$605,905	\$624,082	\$642,804	\$662,088	\$681,951	\$702,409	\$723,482	\$745,186	\$767,542	\$790,568
Beazer 50'	306	\$568,030	\$568,030	\$573,710	\$585,185	\$602,740	\$620,822	\$639,447	\$658,630	\$678,389	\$698,741	\$719,703	\$741,294	\$763,533	\$786,439	\$810,032	\$834,333	\$859,363
First Texas 50'	355	\$605,456	\$605,456	\$611,510	\$623,740	\$642,453	\$661,726	\$681,578	\$702,025	\$723,086	\$744,779	\$767,122	\$790,136	\$813,840	\$838,255	\$863,402	\$889,305	\$915,984
Mattamy 50'	330	\$622,566	\$622,566	\$628,792	\$641,368	\$660,609	\$680,427	\$700,840	\$721,865	\$743,521	\$765,827	\$788,801	\$812,466	\$836,839	\$861,945	\$887,803	\$914,437	\$941,870
Lennar 50'	393	\$397,680	\$397,680	\$401,657	\$409,690	\$421,981	\$434,640	\$447,679	\$461,110	\$474,943	\$489,191	\$503,867	\$518,983	\$534,552	\$550,589	\$567,107	\$584,120	\$601,643
Pulte 50'	499	\$559,301	\$559,301	\$564,894	\$576,192	\$593,478	\$611,282	\$629,621	\$648,509	\$667,964	\$688,003	\$708,643	\$729,903	\$751,800	\$774,354	\$797,584	\$821,512	\$846,157
D.R. Horton 50'	270	\$418,468	\$418,468	\$422,653	\$431,106	\$444,039	\$457,360	\$471,081	\$485,213	\$499,770	\$514,763	\$530,206	\$546,112	\$562,495	\$579,370	\$596,751	\$614,654	\$633,093
MI Homes 50'	270	\$551,063	\$551,063	\$556,573	\$567,705	\$584,736	\$602,278	\$620,346	\$638,957	\$658,125	\$677,869	\$698,205	\$719,151	\$740,726	\$762,947	\$785,836	\$809,411	\$833,693
Del Webb 50'	444	\$430,980	\$430,980	\$435,290	\$443,996	\$457,315	\$471,035	\$485,166	\$499,721	\$514,713	\$530,154	\$546,059	\$562,440	\$579,314	\$596,693	\$614,594	\$633,032	\$652,023
Union Main 50'	75	\$581,640	\$581,640	\$587,456	\$599,206	\$617,182	\$635,697	\$654,768	\$674,411	\$694,643	\$715,483	\$736,947	\$759,056	\$781,827	\$805,282	\$829,441	\$854,324	\$874,114
Ashton Woods 60'	203	\$610,338	\$610,338	\$616,441	\$628,770	\$647,633	\$667,062	\$687,074	\$707,686	\$728,916	\$750,784	\$773,307	\$796,507	\$820,402	\$845,014	\$870,364	\$896,475	\$923,369
Beazer 60'	62	\$618,290	\$618,290	\$624,473	\$636,962	\$656,071	\$675,753	\$696,026	\$716,907	\$738,414	\$760,566	\$783,383	\$806,885	\$831,091	\$856,024	\$881,705	\$908,156	\$935,401
First Texas 60'	135	\$712,878	\$712,878	\$720,007	\$734,407	\$756,439	\$779,132	\$802,506	\$826,581	\$851,379	\$876,920	\$903,228	\$930,324	\$958,234	\$986,981	\$1,016,591	\$1,047,088	\$1,078,501
Lennar 60'	77	\$507,650	\$507,650	\$512,727	\$522,981	\$538,670	\$554,831	\$571,475	\$588,620	\$606,278	\$624,467	\$643,201	\$662,497	\$682,372	\$702,843	\$723,928	\$745,646	\$768,015
Mattamy 60'	69	\$630,071	\$630,071	\$636,372	\$649,100	\$668,573	\$688,630	\$709,289	\$730,567	\$752,484	\$775,059	\$798,311	\$822,260	\$846,928	\$872,336	\$898,506	\$925,461	\$953,225
Pulte 60'	164	\$615,650	\$615,650	\$621,807	\$634,243	\$653,270	\$672,868	\$693,054	\$713,846	\$735,261	\$757,319	\$780,038	\$803,440	\$827,543	\$852,369	\$877,940	\$904,278	\$931,407
Del Webb 65'	195	\$508,543	\$508,543	\$513,628	\$523,901	\$539,618	\$555,806	\$572,481	\$589,655	\$607,345	\$625,565	\$644,332	\$663,662	\$683,572	\$704,079	\$725,201	\$746,957	\$769,366
D.R. Horton 60'	95	\$470,997	\$470,997	\$475,707	\$485,221	\$499,778	\$514,771	\$530,214	\$546,121	\$562,504	\$579,379	\$596,761	\$614,664	\$633,103	\$652,097	\$671,659	\$691,809	\$712,564
MI Homes 60'	96	\$586,357	\$586,357	\$592,221	\$604,065	\$622,187	\$640,853	\$660,078	\$679,881	\$700,277	\$721,285	\$742,924	\$765,212	\$788,168	\$811,813	\$836,167	\$861,252	\$887,090
	6,882	\$498,632	\$498,632	\$503,619	\$513,691	\$529,102	\$544,975	\$561,324	\$578,164	\$595,509	\$613,374	\$631,775	\$650,728	\$670,250	\$690,358	\$711,069	\$732,401	\$753,110

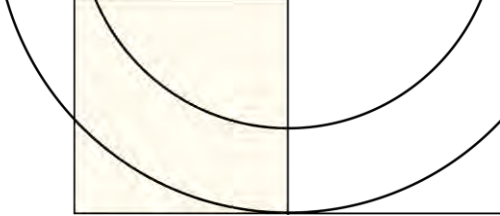
Total Absorption

Product, Pricing, and Absorption

Based on our absorption forecast, total absorption at the Subject Property will peak at 737 sales per year in 2027 and the community will sell-out in approximately 15 years. The peak projected absorption would rank the Subject Property second among master-planned communities in the Dallas-Ft. Worth MSA by current annual closings. Only Silverado (858 closings) would rank higher. We believe this forecast is achievable for the following reasons:

- A large number of committed builder programs (25) targeting a variety of price and buyer segments (entry-level, move-up, and active adult options).
- A planned amenity package that is likely to be among the best in the CMA and the broader Dallas-Ft. Worth MSA.
- Highly-rated Celina ISD schools serving the Subject Property.
- Centurion American's proven success in the Dallas-Ft. Worth MSA (including multiple current top 25 most active communities).

Project	# of Units	Average Mo./Pace	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Ashton Woods 40'	507	2.75		18	31	33	33	33	36	36	36	36	42	42	42	42	47	
Del Webb 40'	444	2.75		24	31	33	33	33	36	36	36	36	42	42	42	20		
Mattamy 40'	184	2.50		22	28	30	30	30	33	11								
Pulte 40'	425	2.50		22	28	30	30	30	33	33	33	33	39	39	39	36		
D.R. Horton 40'	432	4.00		27	45	48	48	48	52	52	52	52	8					
M/I Homes 40'	239	2.75			31	33	33	33	36	36	37							
Ashton Woods 50'	613	2.50		17	28	30	30	30	33	34	34	36	45	48	54	54	67	73
Beazer 50'	306	2.50	5	22	28	30	30	30	33	34	34	36	24					
First Texas 50'	355	2.00			22	24	24	24	26	27	27	28	36	38	43	36		
Mattamy 50'	330	2.00		18	22	24	24	24	26	27	27	28	36	38	36			
Lennar 50'	393	4.00		36	45	48	48	48	52	55	55	6						
Pulte 50'	499	2.50	3	22	28	30	30	30	33	34	34	36	45	48	54	54	18	
D.R. Horton 50'	270	4.00		27	45	48	48	48	52	2								
M/I Homes 50'	270	2.50		17	28	30	30	30	33	34	34	34						
Del Webb 50'	444	3.00		27	34	36	36	36	39	41	41	43	54	57				
Union Main 50'	75	2.50	5	22	28	20												
Ashton Woods 60'	203	1.75		12	19	21	21	21	23	23	23	23	17					
Beazer 60'	62	1.75	3	15	19	21	4											
First Texas 60'	135	1.25			14	15	15	15	16	16	16	16	12					
Lennar 60'	77	2.25		20	25	27	5											
Mattamy 60'	69	1.75		15	19	21	14											
Pulte 60'	164	1.75	2	15	19	21	21	21	23	23	19							
Del Webb 65'	195	2.50		22	28	30	30	30	33	22								
D.R. Horton 60'	95	2.50		17	28	30	20											
M/I Homes 60'	96	2.00		13	22	24	24	13										
	6,882		18	450	695	737	661	607	648	576	538	443	400	352	310	242	132	73



Projected Pricing – 40’ Wide Lots

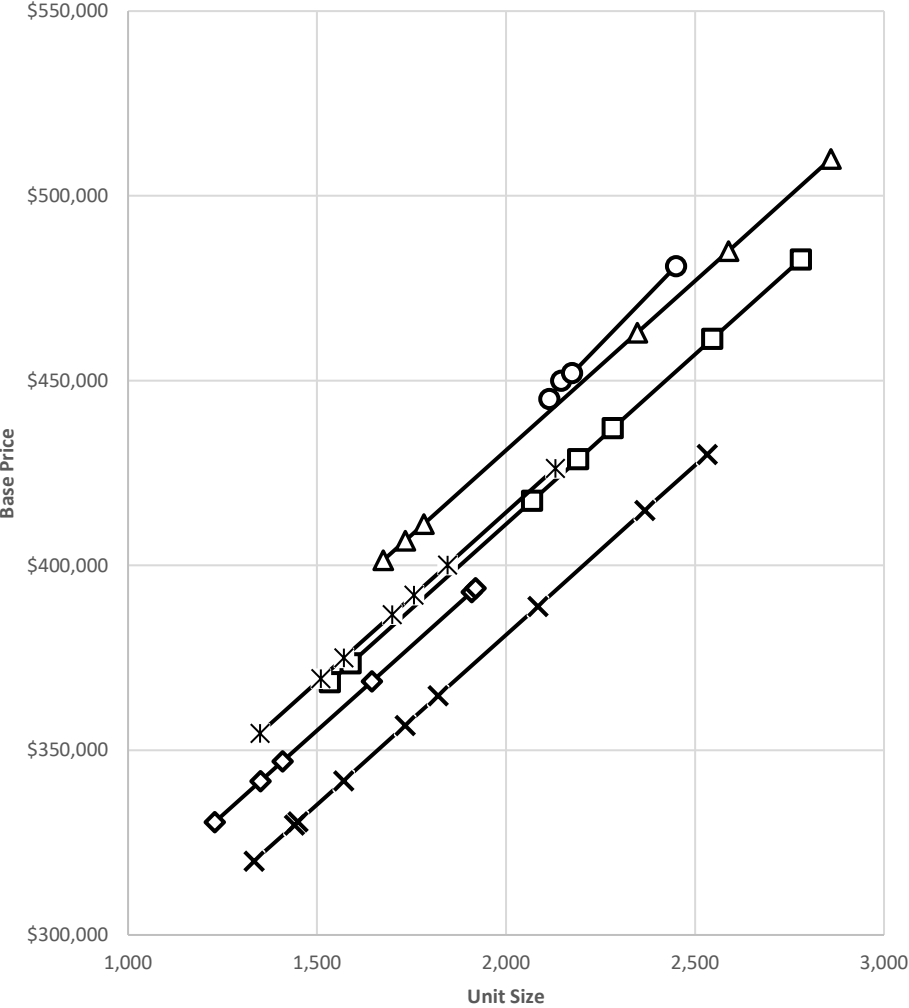
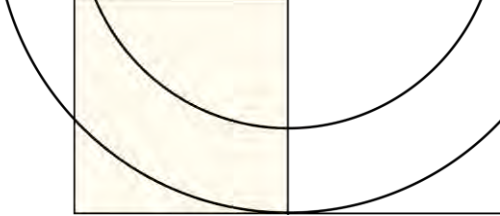
Product, Pricing, and Absorption

Our projected average base prices for builder programs on 40’ wide lots range from \$362,454 (Del Webb) to \$456,990 (Pulte). Spending on options and upgrades is projected to range from an average of 0.0% (D.R. Horton and M/I) to 9.0% (Del Webb) of base prices while spending on lot premiums is projected to range from 0.75% to 1.0% of base prices. In addition, we have assumed that incentives will reduce the closing price by 2.0% to 4.0% of base prices depending on the builder program. Most builders are currently offering incentives above 2.0% but they often include interest rate buydowns and/or closing cost assistance that do not impact closing price. Still, the form of incentive packages change over time, and some builders are offering price reductions and/or “flex cash” that can be applied to the home price (particularly on build jobs). Note that the projected base pricing for Pulte in the table below is based on its currently listed pricing in Legacy Hill as of August 2024, which Zonda has determined is reasonable based on its analysis of competing communities.

Ref	Project/Subdivision	Type	Configuration	# of Units	Est % of Total Units	Average Unit Size	Base Price	— Incentives —		— Typical Spending —		Estimated Closing Price	Existing Closing \$/SF	Est. Sales Rate
								Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums			
A	Ashton Woods 40'	Single Family	Detached	507	23%	2,142	\$424,186	\$8,500	\$0	\$25,457	\$4,243	\$445,386	\$208	2.75
B	Del Webb 40'	Single Family	Detached	444	20%	1,578	\$362,454	\$14,503	\$0	\$32,606	\$3,617	\$384,175	\$244	2.75
C	Mattamy 40'	Single Family	Detached	184	8%	2,169	\$446,705	\$8,926	\$0	\$26,812	\$4,472	\$469,062	\$216	2.50
D	Pulte 40'	Single Family	Detached	425	19%	2,222	\$456,990	\$9,125	\$0	\$31,975	\$4,550	\$484,390	\$218	2.50
E	D.R. Horton 40'	Single Family	Detached	432	19%	1,815	\$364,245	\$7,280	\$0	\$0	\$2,734	\$359,699	\$198	4.00
F	M/I Homes 40'	Single Family	Detached	239	11%	1,694	\$386,300	\$7,714	\$0	\$30,914	\$3,800	\$413,300	\$244	2.75
Community Summary				2,231	100%	1,936	\$404,341	\$9,528	\$0	\$23,889	\$3,856	\$422,558	\$220	17.25

Projected Price Positioning – 40’ Wide Lots

Product, Pricing, and Absorption

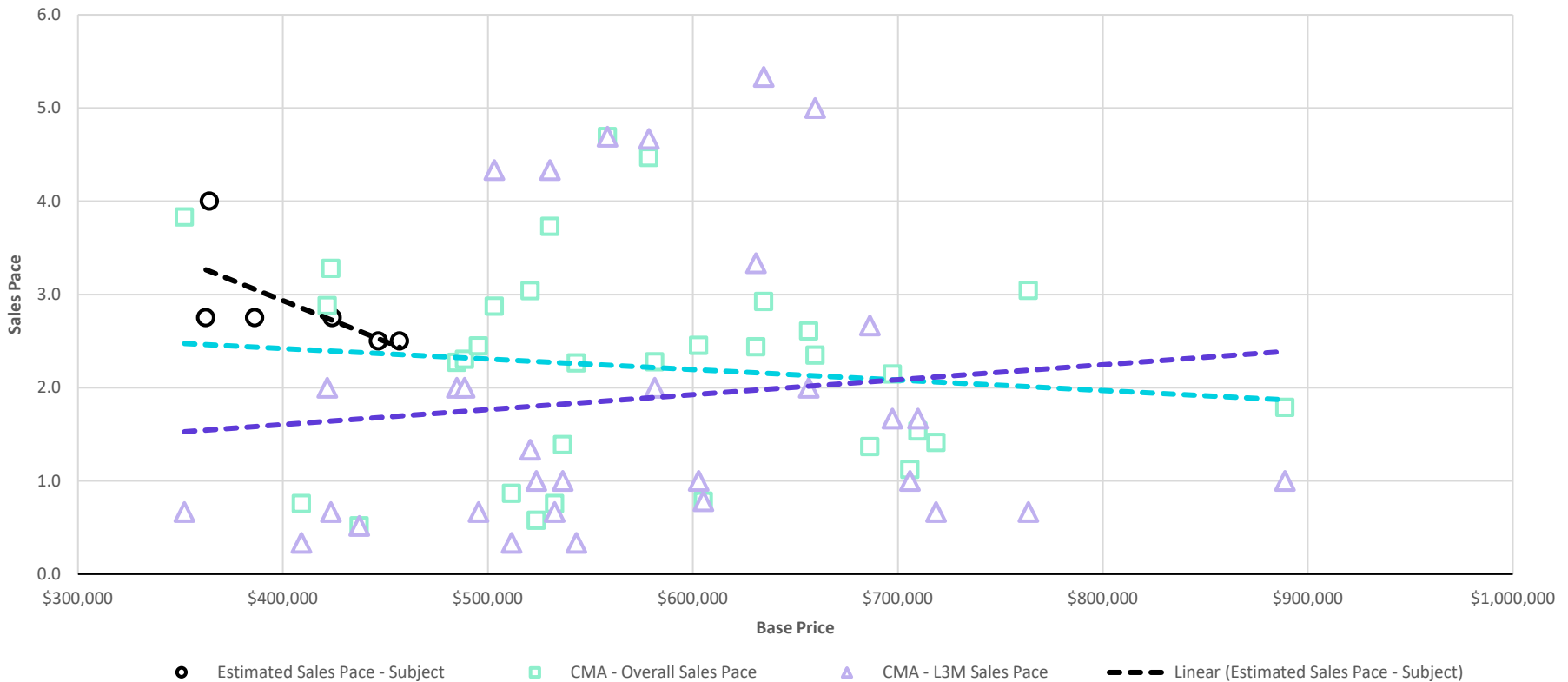


- Ashton Woods 40' (Single Family) - Detached, 2.8 sls per mo
- Del Webb 40' (Single Family) - Detached, 2.8 sls per mo
- Mattamy 40' (Single Family) - Detached, 2.5 sls per mo
- Pulte 40' (Single Family) - Detached, 2.5 sls per mo
- D.R. Horton 40' (Single Family) - Detached, 4.0 sls per mo
- M/I Homes 40' (Single Family) - Detached, 2.8 sls per mo

Projected Absorption per Program – 40’ Wide Lots

Product, Pricing, and Absorption

Over the long-term, lower priced builder programs in the CMA have generally sold faster than higher-priced programs. Each of the surveyed builder programs for this analysis is represented with two markers below (one showing the average price versus the overall sales pace and one showing the average price versus the sales pace over the past three months). Our absorption assumptions for each 40’ wide product series at the Subject are shown in black and range from 2.75 to 4.0 sales per month. While the 4.0 per month assumed for the D.R. Horton program appears slightly above trend, it will feature the least expensive homes among the surveyed competing communities. In addition, several D.R. Horton programs in the Metroplex have achieved higher closing paces over the last year, including Millstone in Melissa (9.2 closings per month), Windrose in Pilot Point (8.8 sales per month), and Sutton Fields in Celina (12.0 closings per month across three lot series).



Marketing and Absorption Assumptions – 40’ Wide Lots

Product, Pricing, and Absorption

The total concluded absorption potential of the builder programs on 40’ wide lots at the Subject is 17.25 sales per month. Due to our assumption that the Subject will need 18-24 months to “ramp up” to this velocity, and the staggered start times of various programs, we do not expect this pace to be fully achieved until 2027. We have assumed sales potential will increase by 10% in 2030 and beyond as Celina matures as it relates to transportation infrastructure and retail/services. The average sales pace of each program is projected to further increase in 2034 and beyond as builder programs sell out and internal competition is reduced. Based on these assumptions, we expect all 2,231 40’ wide lots at the Subject to sell out by 2038.

Average																				
Ref	Project/Subdivision	Type	Configuration	# of Units	Mo./Pace	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
1	Ashton Woods 40'	Single Family	Detached	507	2.75		18	31	33	33	33	36	36	36	36	42	42	42	42	47
2	Del Webb 40'	Single Family	Detached	444	2.75		24	31	33	33	33	36	36	36	36	42	42	42	20	
3	Mattamy 40'	Single Family	Detached	184	2.50		22	28	30	30	30	33	11							
4	Pulte 40'	Single Family	Detached	425	2.50		22	28	30	30	30	33	33	33	33	39	39	39	36	
5	D.R. Horton 40'	Single Family	Detached	432	4.00		27	45	48	48	48	52	52	52	52	8				
6	M/I Homes 40'	Single Family	Detached	239	2.75			31	33	33	33	36	36	37						
Community Summary				2,231	17.25	0	113	194	207	207	207	226	204	194	157	131	123	123	98	47

Our hypothetical build-out of the Subject Property has several underlying marketing assumptions:

- ☐ Inclusion of appropriately segmented and priced product series that limits the potential for internal cannibalization of sales.
- ☐ Lot development and delivery pace that keeps up with the projected build-out schedule.
- ☐ A regional marketing program with staffed models and regular business hours.
- ☐ Continued positive employment and household growth across the Dallas-Ft. Worth MSA.
- ☐ A ramp-up of sales activity (70% of the projected maximum pace from Q4 2024 through Q2 2025, 80% from Q3 2025 through Q4 2025, 90% through Q2 2026).

Projected Pricing – 50’ Wide Lots

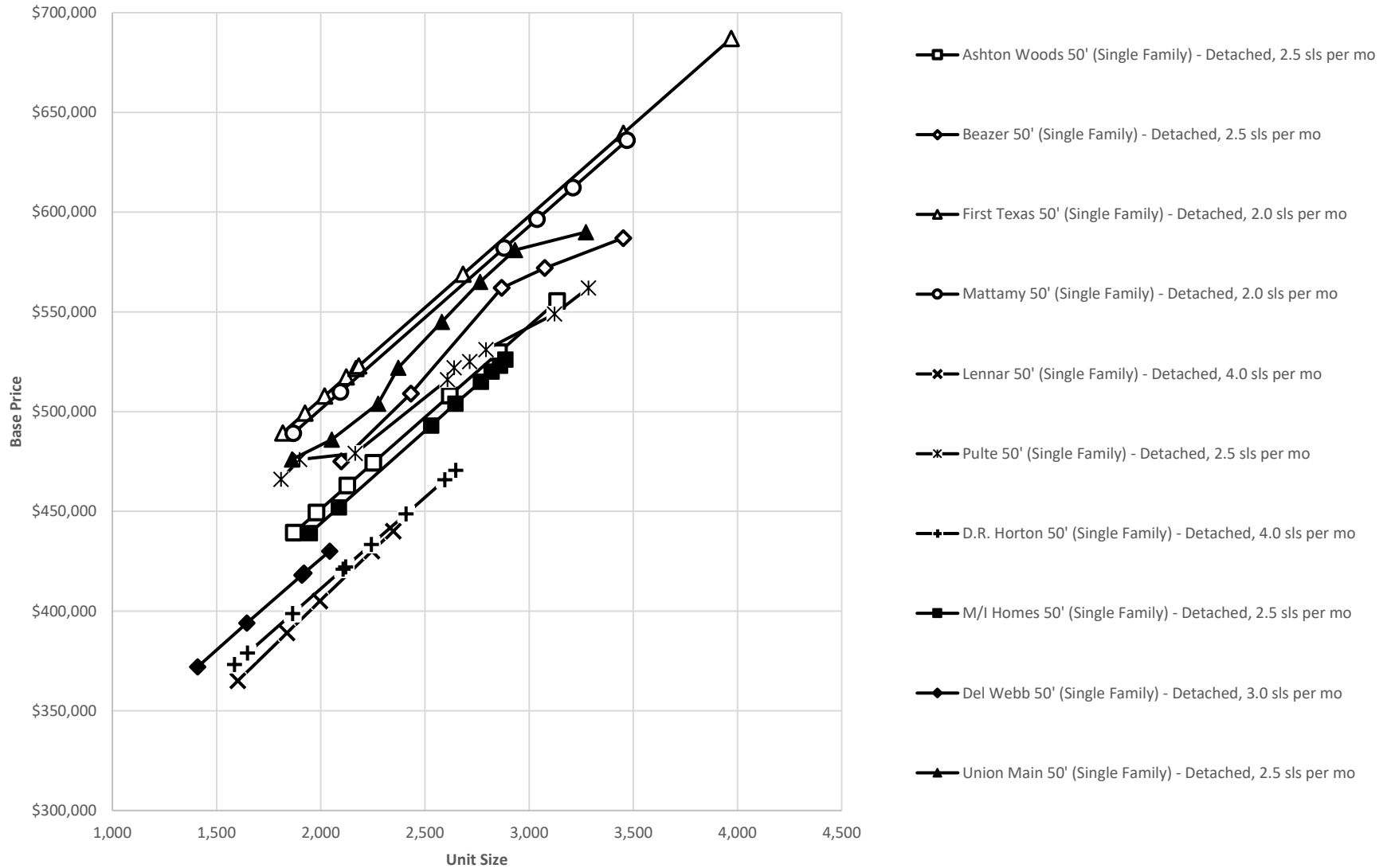
Product, Pricing, and Absorption

Our projected average base prices for the builder programs on 50’ wide lots range from \$405,800 (Lennar) to \$550,411 (First Texas Homes). Spending on options and upgrades is projected to range from an average of 0.0% (D.R. Horton and Lennar) to 11.0% (First Texas) of base prices while spending on lot premiums is projected to range from 0.5% to 1.0% of base prices. In addition, we have assumed that incentives will reduce the closing price by 2.0% to 4.0% of base prices depending on the builder program. Most builders are currently offering incentives above 2.0% but they often include interest rate buydowns and/or closing cost assistance that do not impact closing price. Still, the form of incentive packages change over time, and some builders are offering price reductions and/or “flex cash” that can be applied to the home price (particularly on build jobs). Note that the projected base pricing for Beazer, Pulte, and Union Main in the table below is based on currently listed prices at these programs in Legacy Hills as of August 2024, which Zonda has determined are reasonable based on its analysis of competitive communities.

Ref	Project/Subdivision	Type	Configuration	# of Units	Est % of Total Units	Average Unit Size	Base Price	— Incentives — Price Reduction	Options/ Upgrades	— Typical Spending — Options / Upgrades	Lot Premiums	Estimated Closing Price	Existing Closing \$/SF	Est. Sales Rate
A	Ashton Woods 50'	Single Family	Detached	613	17%	2,406	\$488,414	\$9,786	\$0	\$39,043	\$4,886	\$522,557	\$217	2.50
B	Beazer 50'	Single Family	Detached	306	9%	2,785	\$540,990	\$21,660	\$0	\$43,300	\$5,400	\$568,030	\$204	2.50
C	First Texas 50'	Single Family	Detached	355	10%	2,482	\$550,411	\$11,011	\$0	\$60,544	\$5,511	\$605,456	\$244	2.00
D	Mattamy 50'	Single Family	Detached	330	9%	2,763	\$571,144	\$11,405	\$0	\$57,108	\$5,719	\$622,566	\$225	2.00
E	Lennar 50'	Single Family	Detached	393	11%	2,006	\$405,800	\$12,200	\$0	\$0	\$4,080	\$397,680	\$198	4.00
F	Pulte 50'	Single Family	Detached	499	14%	2,559	\$513,990	\$10,267	\$0	\$50,522	\$5,056	\$559,301	\$219	2.50
G	D.R. Horton 50'	Single Family	Detached	270	8%	2,137	\$423,781	\$8,481	\$0	\$0	\$3,168	\$418,468	\$196	4.00
H	M/I Homes 50'	Single Family	Detached	270	8%	2,568	\$496,500	\$9,938	\$0	\$59,550	\$4,950	\$551,063	\$215	2.50
I	Del Webb 50'	Single Family	Detached	444	12%	1,785	\$406,600	\$16,280	\$0	\$36,600	\$4,060	\$430,980	\$241	3.00
J	Union Main 50'	Single Family	Detached	75	2%	2,514	\$533,615	\$10,663	\$0	\$53,363	\$5,325	\$581,640	\$231	2.50
Community Summary				3,555	100%	2,373	\$487,708	\$12,157	\$0	\$39,118	\$4,785	\$519,454	\$219	27.50

Projected Price Positioning – 50' Wide Lots

Product, Pricing, and Absorption

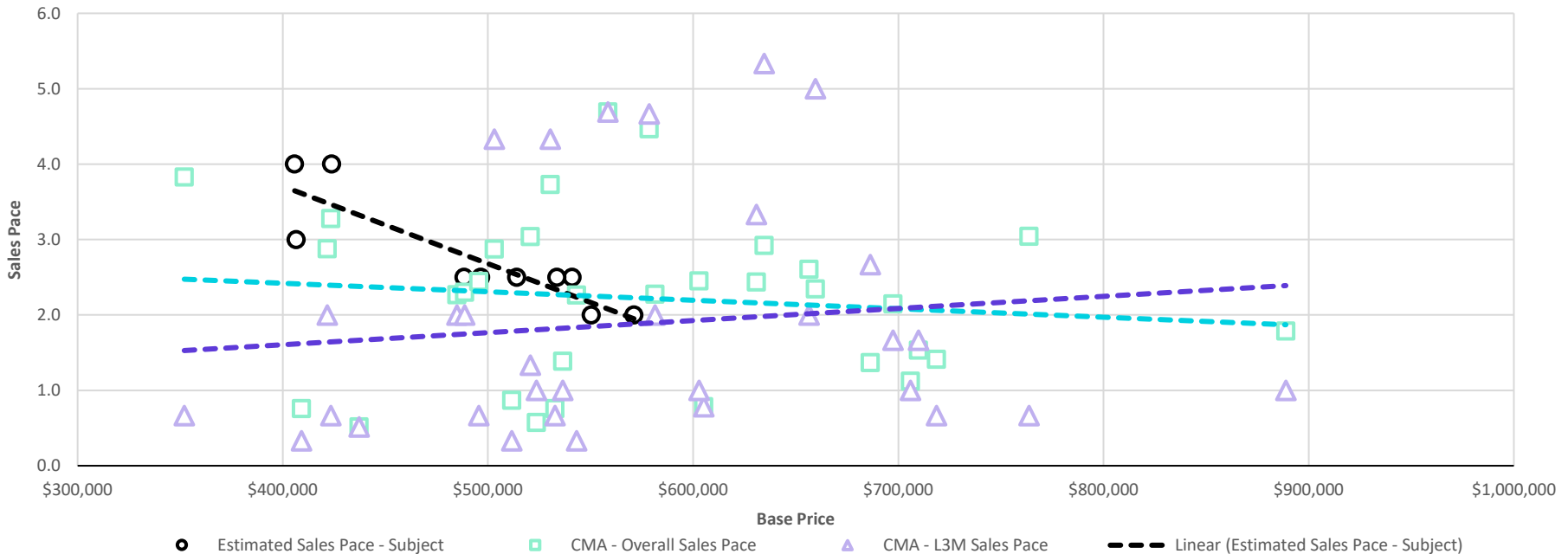


Projected Absorption per Program – 50’ Wide Lots

Product, Pricing, and Absorption

Over the long-term, lower priced builder programs in the CMA have generally sold faster than higher-priced programs. Each of the surveyed builder programs for this analysis is represented with two markers below (one showing the average price versus the overall sales pace and one showing the average price versus the sales pace over the past three months). Our absorption assumptions for each 50’ wide product series at the Subject are shown in black and range from 2.0 to 4.0 sales per month. While the 4.0 sales per month assumed for the D.R. Horton and Lennar programs appear slightly above trend, they are among the lowest-priced programs on 50’ lots among the surveyed properties. In addition, several D.R. Horton and Lennar programs in the Metroplex have achieved higher closing paces over the last year, including Millstone in Melissa (9.2 closings per month), Windrose in Pilot Point (8.8 sales per month), Sutton Fields in Celina (12.0 closings per month across 3 lot series), and Lennar’s Bridgewater (13.3 closings per month).

Note that two builder programs at the Subject Property have already started sales. These include Beazer on 50’ and 60’ wide lots since March 2024 and Union Main on 50’ wide lots since late June 2024. As of early August 2024, Beazer has sold (put under contract) 28 homes (5.6/month) while Union Main has sold five homes (3.3/month).



Marketing and Absorption Assumptions – 50’ Wide Lots

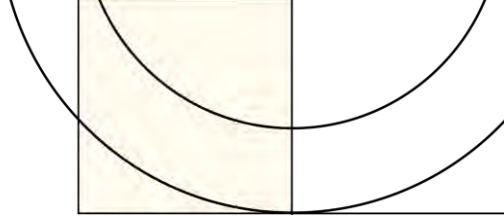
Product, Pricing, and Absorption

The total concluded absorption potential of the planned builder programs on 50’ wide lots at the Subject Property is 27.5 sales per month. Due to our assumption that the Subject will need 18-24 months to “ramp up” to this velocity, and the staggered start times of various programs, we do not expect this pace to be fully achieved until 2027. We have assumed sales potential will increase by 10% in 2030 and beyond as Celina matures as it relates to transportation infrastructure and retail/services. The average sales pace of each program is projected to further increase in 2031 and beyond as builder programs sell out and internal competition is reduced. Based on these assumptions, we expect all 3,555 50’ wide lots at the Subject Property to sell out by 2039.

Average																					
Ref	Project/Subdivision	Type	Configuration	# of Units	Mo./Pace	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
1	Ashton Woods 50'	Single Family	Detached	613	2.50		17	28	30	30	30	33	34	34	36	45	48	54	54	67	73
2	Beazer 50'	Single Family	Detached	306	2.50	5	22	28	30	30	30	33	34	34	36	24					
3	First Texas 50'	Single Family	Detached	355	2.00			22	24	24	24	26	27	27	28	36	38	43	36		
4	Mattamy 50'	Single Family	Detached	330	2.00		18	22	24	24	24	26	27	27	28	36	38	36			
5	Lennar 50'	Single Family	Detached	393	4.00		36	45	48	48	48	52	55	55	6						
6	Pulte 50'	Single Family	Detached	499	2.50	3	22	28	30	30	30	33	34	34	36	45	48	54	54	18	
7	D.R. Horton 50'	Single Family	Detached	270	4.00		27	45	48	48	48	52	2								
8	MI Homes 50'	Single Family	Detached	270	2.50		17	28	30	30	30	33	34	34	34						
9	Del Webb 50'	Single Family	Detached	444	3.00		27	34	36	36	36	39	41	41	43	54	57				
10	Union Main 50'	Single Family	Detached	75	2.50	5	22	28	20												
Community Summary				3,555	27.50	13	208	308	320	300	300	327	288	286	247	240	229	187	144	85	73

Our hypothetical build-out of the Subject Property has several underlying marketing assumptions:

- ☐ Inclusion of appropriately segmented and priced product series that limits the potential for internal cannibalization of sales.
- ☐ Lot development and delivery pace that keeps up with the projected build-out schedule.
- ☐ A regional marketing program with staffed models and regular business hours.
- ☐ Continued positive employment and household growth across the Dallas-Ft. Worth MSA.
- ☐ A ramp-up of sales activity (70% of the projected maximum pace from Q4 2024 through Q2 2025, 80% from Q3 2025 through Q4 2025, 90% through Q2 2026).



Projected Pricing – 60’ to 65’ Wide Lots

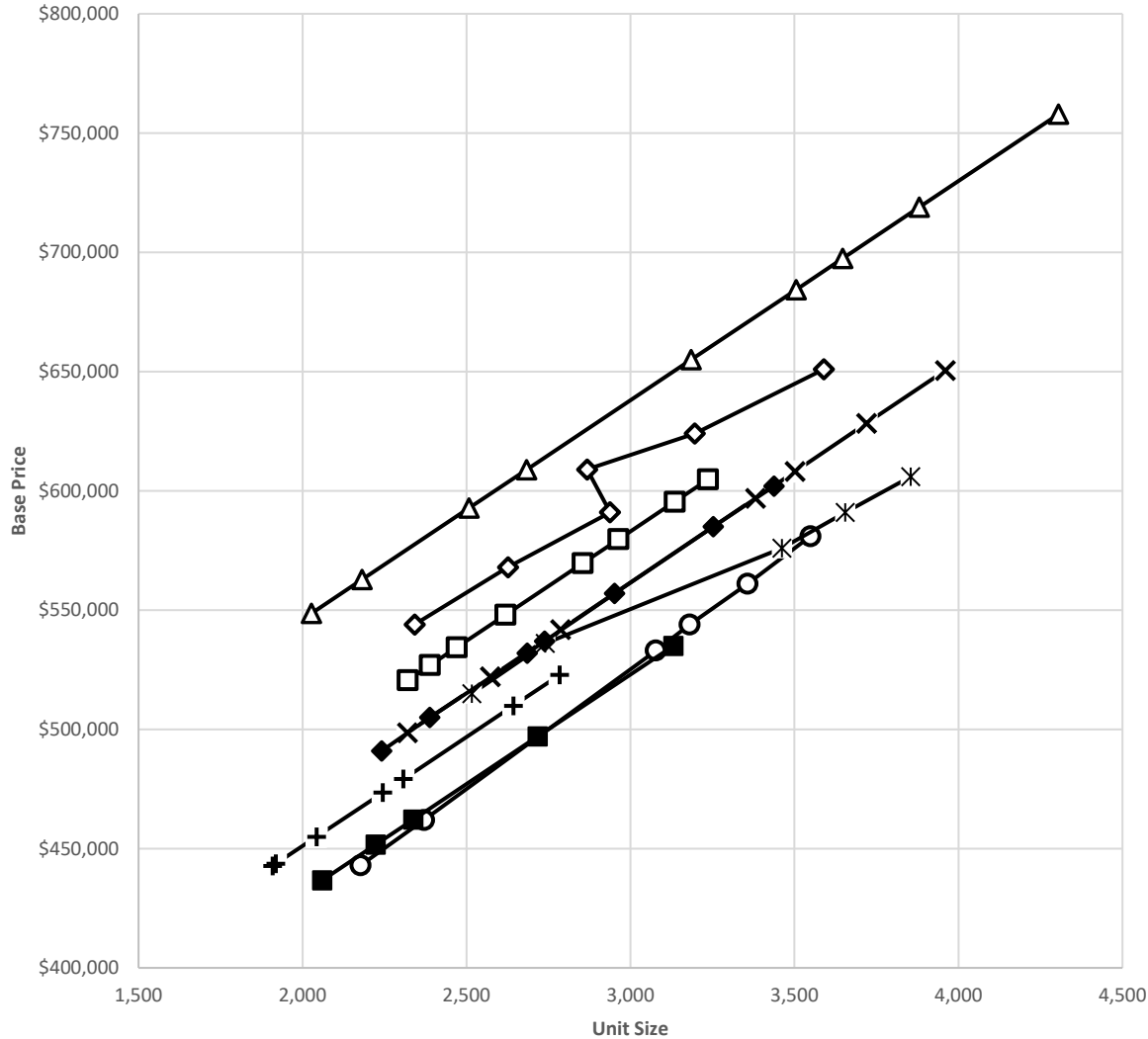
Product, Pricing, and Absorption

Our projected average base prices for builder programs on 60’ to 65’ wide lots range from \$475,257 (Del Webb) to \$648,097 (First Texas Homes). Spending on options and upgrades is projected to range from an average of 0.0% (D.R. Horton, Lennar) to 11.0% (First Texas) of base prices while spending on lot premiums is projected to range from 0.5% to 1.0% of base prices. In addition, we have assumed that incentives will reduce the closing price by 1.0% of base prices. Most builders are currently offering incentives above 1.0% but they often include interest rate buydowns and/or closing cost assistance that do not impact closing price. Still, the form of incentive packages change over time, and some builders are offering price reductions and/or “flex cash” that can be applied to the home price (particularly on build jobs). Note that the projected base pricing for Beazer, Pulte, and Union Main in the table below is based on currently listed prices at these programs in Legacy Hill as of August 2024, which Zonda has determined are reasonable based on its analysis of competitive communities.

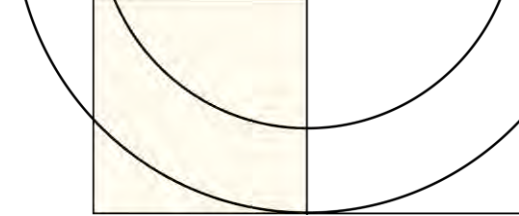
Ref	Project/Subdivision	Type	Configuration	# of Units	Est % of Total Units	Average Unit Size	Base Price	— Incentives — Price Reduction	Options/ Upgrades	— Typical Spending — Options / Upgrades	Lot Premiums	Estimated Closing Price	Existing Closing \$/SF	Est. Sales Rate
A	Ashton Woods 60'	Single Family	Detached	203	19%	2,749	\$559,938	\$11,200	\$0	\$56,000	\$5,600	\$610,338	\$222	1.75
B	Beazer 60'	Single Family	Detached	62	6%	2,794	\$587,190	\$23,500	\$0	\$48,740	\$5,860	\$618,290	\$221	1.75
C	First Texas 60'	Single Family	Detached	135	12%	3,110	\$648,097	\$12,980	\$0	\$71,287	\$6,473	\$712,878	\$229	1.25
D	Lennar 60'	Single Family	Detached	77	7%	2,952	\$520,667	\$15,617	\$0	\$0	\$2,600	\$507,650	\$172	2.25
E	Mattamy 60'	Single Family	Detached	69	6%	3,178	\$578,029	\$11,557	\$0	\$57,814	\$5,786	\$630,071	\$198	1.75
F	Pulte 60'	Single Family	Detached	164	15%	3,246	\$564,790	\$11,280	\$0	\$56,480	\$5,660	\$615,650	\$190	1.75
G	Del Webb 65'	Single Family	Detached	195	18%	2,264	\$475,257	\$19,000	\$0	\$47,543	\$4,743	\$508,543	\$225	2.50
H	D.R. Horton 60'	Single Family	Detached	95	9%	2,498	\$476,922	\$9,508	\$0	\$0	\$3,583	\$470,997	\$189	2.50
I	M/I Homes 60'	Single Family	Detached	96	9%	2,814	\$544,143	\$10,857	\$0	\$48,986	\$4,086	\$586,357	\$208	2.00
Community Summary				1,096	100%	2,809	\$547,799	\$13,671	\$0	\$46,751	\$5,072	\$585,951	\$209	17.50

Projected Price Positioning – 60' to 65' Wide Lots

Product, Pricing, and Absorption



- Ashton Woods 60' (Single Family) - Detached, 1.8 sls per mo
- Beazer 60' (Single Family) - Detached, 1.8 sls per mo
- First Texas 60' (Single Family) - Detached, 1.3 sls per mo
- Lennar 60' (Single Family) - Detached, 2.3 sls per mo
- Mattamy 60' (Single Family) - Detached, 1.8 sls per mo
- Pulte 60' (Single Family) - Detached, 1.8 sls per mo
- Del Webb 65' (Single Family) - Detached, 2.5 sls per mo
- D.R. Horton 60' (Single Family) - Detached, 2.5 sls per mo
- M/I Homes 60' (Single Family) - Detached, 2.0 sls per mo

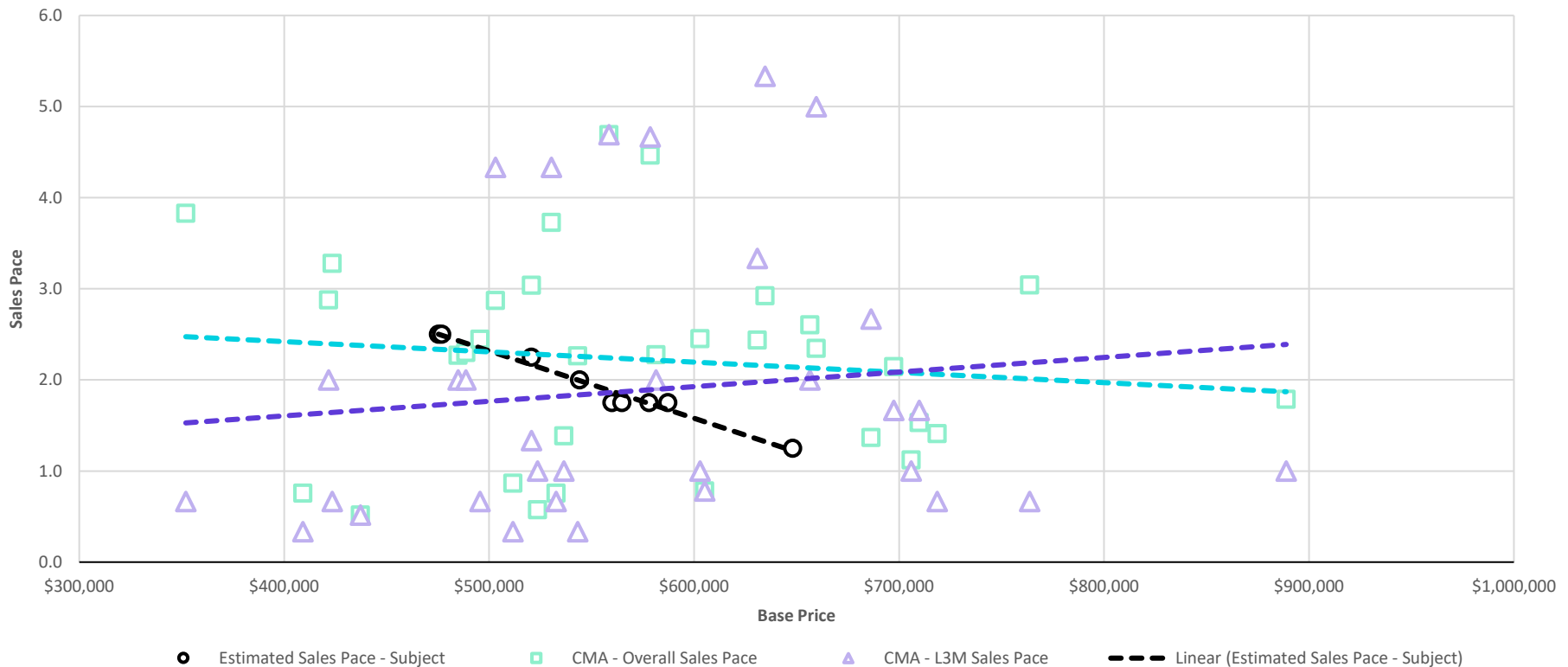


Projected Absorption per Program – 60’ to 65’ Wide Lots

Product, Pricing, and Absorption

Over the long-term, lower priced builder programs in the CMA have generally sold faster than higher-priced programs. Each of the surveyed builder programs for this analysis is represented with two markers below (one showing the average price versus the overall sales pace and one showing the average price versus the sales pace over the past three months). Our absorption assumptions for each 60’ wide product series at the Subject Property are shown in black and range from 1.25 to 2.5 sales per month.

Note that two builders at the Subject Property have already started sales. These include Beazer on 50’ and 60’ wide lots since March 2024 and UnionMain on 50’ wide lots since late June 2024. As of early August 2024, Beazer has sold (put under contract) 24 homes (4.8/month) while UnionMain has sold five (3.3/month).



Marketing and Absorption Assumptions – 60’ to 65’ Wide Lots

Product, Pricing, and Absorption

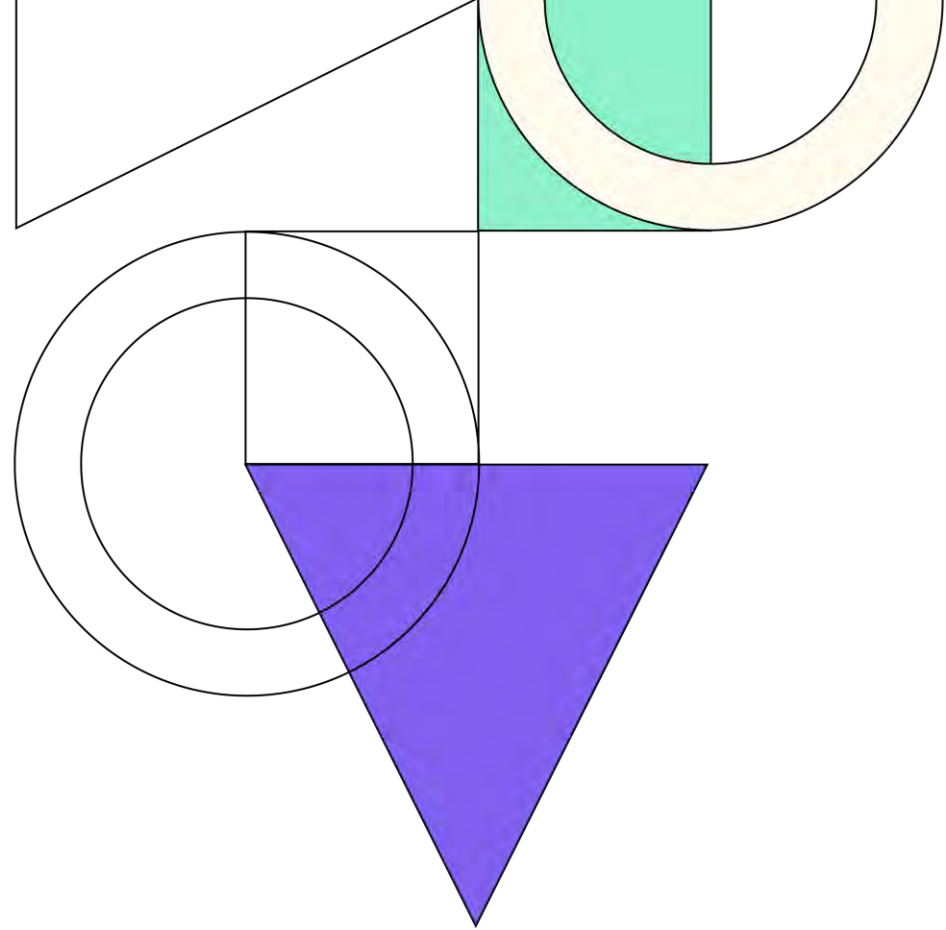
The total concluded absorption potential of the planned builder programs on 60’ wide lots at the Subject is 17.5 sales per month. Due to our assumption that the Subject will need 18 months to “ramp up” to this velocity, and the staggered start times of various programs, we do not expect this pace to be fully achieved until 2027. We have assumed sales potential will increase by 10% in 2030 and beyond as Celina matures as it relates to transportation infrastructure and retail/services. The average sales pace of each program is projected to further increase in 2031 and beyond as builder programs sell out and internal competition is reduced. Based on this schedule, we expect all 1,096 60’ wide lots at the Subject Property to sell out by 2034.

					Average											
Ref	Project/Subdivision	Type	Configuration	# of Units	Mo./Pace	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
1	Ashton Woods 60'	Single Family	Detached	203	1.75		12	19	21	21	21	23	23	25	25	13
2	Beazer 60'	Single Family	Detached	62	1.75	3	15	19	21	4						
3	First Texas 60'	Single Family	Detached	135	1.25			14	15	15	15	16	16	18	18	8
4	Lennar 60'	Single Family	Detached	77	2.25		20	25	27	5						
5	Mattamy 60'	Single Family	Detached	69	1.75		15	19	21	14						
6	Pulte 60'	Single Family	Detached	164	1.75	2	15	19	21	21	21	23	23	19		
7	Del Webb 65'	Single Family	Detached	195	2.50		22	28	30	30	30	33	22			
8	D.R. Horton 60'	Single Family	Detached	95	2.50		17	28	30	20						
9	M/I Homes 60'	Single Family	Detached	96	2.00		13	22	24	24	13					
Community Summary				1,096	17.50	5	129	193	210	154	100	95	84	62	43	21

Our hypothetical build-out of the Subject Property has several underlying marketing assumptions:

- ☐ Inclusion of appropriately segmented and priced product series that limits the potential for internal cannibalization of sales.
- ☐ Lot development and delivery pace that keeps up with the projected build-out schedule.
- ☐ A regional marketing program with staffed models and regular business hours.
- ☐ Continued positive employment and household growth across the Dallas-Ft. Worth MSA.
- ☐ A ramp-up of sales activity (70% of the projected maximum pace from Q4 2024 through Q2 2025, 80% from Q3 2025 through Q4 2025, 90% through Q2 2026).

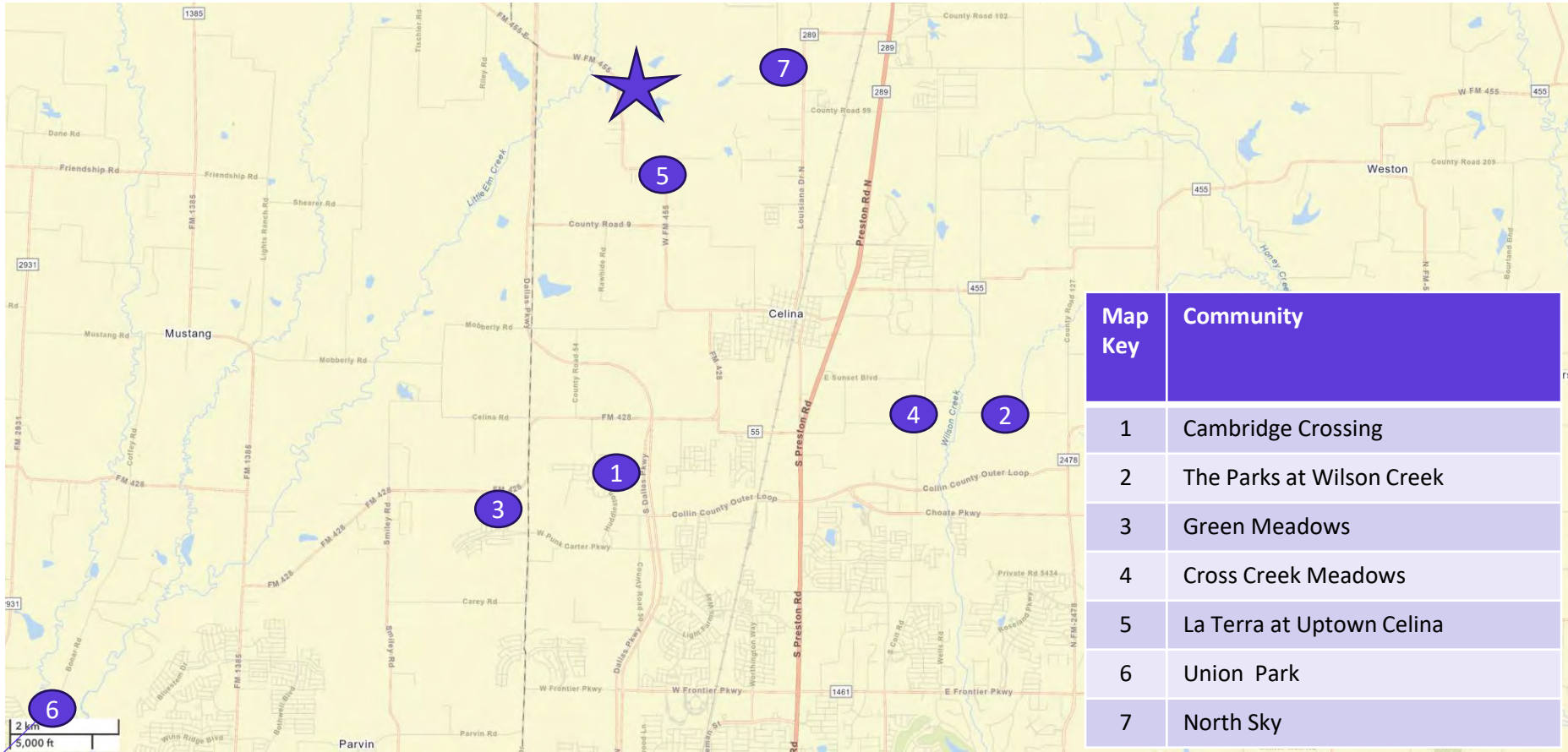
Competitive Market Assessment



Location of Surveyed New Home Communities

Competitive Market Assessment

We surveyed 32 builder program in seven communities in the CMA. The surveyed communities feature multiple builder programs on 40' to 74' wide lots. The communities include varying levels of amenities and offer relatively similar locations in the Celina ISD (although some are four to five miles "closer-in"). In addition, we included a seventh community outside the CMA, Del Webb's Union Park, to provide an active-adult comparable. It is approximately 10 miles southwest of the Subject and just southwest of the borders of the map below.



Competitive Supply Summary

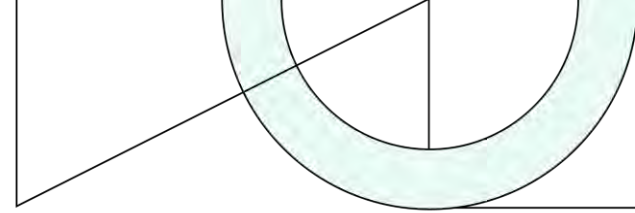
Competitive Market Assessment

New home base prices at surveyed communities in the CMA range from \$387,000 to \$943,000. The performance of the following communities guided our pricing and absorption conclusions for the Subject Property:

- ❑ **Cambridge Crossing (\$482,000 to \$943,000)** – A large-scale master-planned community with extensive amenities and a line-up of higher-end production builders including Coventry, Perry, and Highland Homes on 40’ to 74’ wide lots. Cambridge Crossing started 233 homes and closed 196 homes from 3Q23 through 2Q24.
- ❑ **Cross Creek Meadows (\$398,000 to \$750,000)** – A new community just east of the Celina town center. Amenities include a pool, playground, outdoor kitchen, and dog park. Via Taylor Morrison and Trophy Signature Homes, Cambridge Crossing started 89 homes and closed seven homes from 3Q23 through 2Q24.
- ❑ **Green Meadows (\$482,000 to \$833,000)** – A large-scale master-planned community with extensive amenities, including a clubhouse, fitness center, pool, trails, and amphitheater. Green Meadows started 33 homes and closed 67 homes from 3Q23 through 2Q24. Sales have slowed recently due to a lack of available lots (builders have gapped out of lot positions).
- ❑ **La Terra at Uptown Celina (\$387,000 to \$587,000)** – A recently opened section of Uptown Celina, a major master-planned community spread across three non-contiguous tracts. CastleRock and Pacesetter are currently active on 40’, 50’, and 60’ wide lots. In total, CastleRock and Pacesetter have sold 56 homes since opening in January and April 2024, respectively.
- ❑ **North Sky (\$486,000 to \$770,000)** – A recently opened (February 2024) community just east of the Subject Property. American Legend and Perry Homes are currently active on 55’ to 65’ wide lots. Only three homes have been started and no closings have been recorded.
- ❑ **Parks at Wilson Creek (\$462,000 to \$808,000)** – A large-scale master-planned community with extensive amenities around a planned 100-acre city park. David Weekley, Highland, and Perry Homes are currently active on 40’ to 60’ wide lots. Amenities will include multiple amenity centers, pools, trails, sports courts, and lakes. From 3Q23 through 2Q24, the Parks at Wilson Creek started 188 homes and closed 140 homes.
- ❑ **Union Park (\$352,000 to \$504,000)** – An amenitized Del Webb active-adult community about 10 miles southwest of the Subject in Aubrey (part of a larger-scale all ages MPC). From 3Q23 through 2Q24, Del Webb started 61 homes and closed 58 homes at Union Park. Union Park is nearly closed out, with only two homes remaining to sell on 50’ wide lots.

Competitive Supply Summary

Competitive Market Assessment

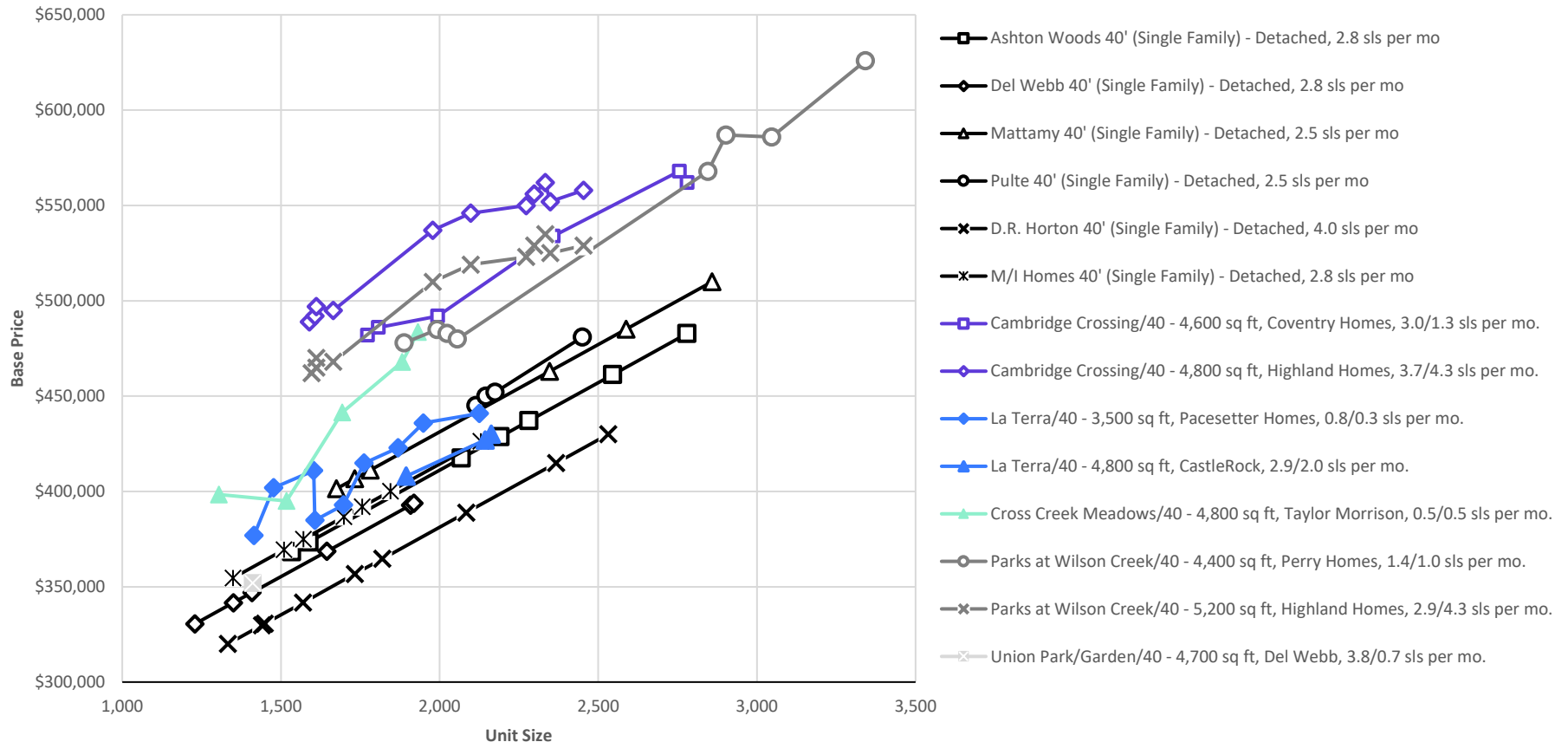


Ref	Community - Builder	City/Master Plan*	Config.	Total Units	Contracts/		Avg. Unit Size	Incentive			Typ. Spend.		Est. Closing Price	Est. Closing \$/SF	Closing \$/ Incentive	Pymt Imp.		
					Sales Pace	L3M SP		Base Price	Price Reduc.	Opt. / Upgrd.	Opt. / Upgrd.	Lot Prem.				Mo. HOA	Tax	Mo. Paymnt
1	Cambridge Crossing/40 - Coventry Homes	Cambridge Crossing*	4,600	95	3.04	1.33	2,245	\$520,657	\$0	\$16,000	\$0	\$0	\$504,657	\$230	-\$20,000	\$140	2.7%	\$3,951
2	Cambridge Crossing/40 - Highland Homes	Cambridge Crossing*	4,800	100	3.73	4.33	2,023	\$530,354	\$10,000	\$0	\$53,035	\$5,304	\$578,693	\$291	-\$10,000	\$135	2.6%	\$4,468
3	Cambridge Crossing/50 - Perry Homes	Cambridge Crossing*	6,000	128	2.44	3.33	2,549	\$630,850	\$0	\$0	\$69,394	\$6,309	\$706,552	\$279	-\$5,400	\$135	2.5%	\$5,370
4	Cambridge Crossing/50 - UnionMain Homes	Cambridge Crossing*	6,000	126	1.41	0.67	3,008	\$718,657	\$0	\$20,000	\$86,239	\$10,780	\$795,675	\$266	-\$10,000	\$139	2.5%	\$6,003
5	Cambridge Crossing/60 - Coventry Homes	Cambridge Crossing*	7,200	90	1.37	2.67	3,102	\$686,365	\$0	\$16,000	\$102,955	\$6,864	\$780,183	\$254	-\$20,000	\$140	2.5%	\$5,895
6	Cambridge Crossing/74 - Highland Homes	Cambridge Crossing*	9,250	90	1.79	1.00	3,660	\$888,865	\$10,000	\$0	\$133,330	\$8,889	\$1,021,083	\$280	-\$10,000	\$143	2.4%	\$7,598
7	Green Meadows/50 - Brightland Homes	Green Meadows*	6,000	99	0.87	0.33	2,427	\$511,657	\$15,000	\$0	\$10,233	\$5,117	\$512,006	\$214	-\$15,000	\$148	2.4%	\$3,910
8	Green Meadows/50 - CastleRock Communities	Green Meadows*	6,000	140	2.26	0.33	2,598	\$543,190	\$10,864	\$0	\$54,319	\$5,432	\$592,077	\$234	-\$10,864	\$148	2.4%	\$4,483
9	La Terra/40 - Pacesetter Homes	Uptown Celina*	3,500	23	0.76	0.33	1,723	\$409,122	\$15,000	\$0	\$28,639	\$4,091	\$426,852	\$250	-\$5,000	\$100	2.9%	\$3,396
10	La Terra/40 - CastleRock	Uptown Celina*	4,800	23	2.88	2.00	2,067	\$421,657	\$8,433	\$0	\$50,599	\$4,217	\$468,039	\$227	-\$8,433	\$100	2.9%	\$3,714
11	La Terra/50 - Pacesetter Homes	Uptown Celina*	6,000	35	2.27	2.00	2,510	\$484,900	\$15,000	\$0	\$33,943	\$4,849	\$508,692	\$204	-\$5,000	\$100	2.9%	\$4,028
12	La Terra/50 - CastleRock	Uptown Celina*	6,000	30	2.30	2.00	2,453	\$488,657	\$9,773	\$0	\$63,525	\$4,887	\$547,295	\$229	-\$9,773	\$100	2.9%	\$4,326
13	La Terra/60 - CastleRock	Uptown Celina*	6,000	9	0.58	1.00	2,453	\$523,657	\$10,473	\$0	\$68,075	\$5,237	\$586,495	\$246	-\$10,473	\$71	2.9%	\$4,600
14	La Terra/60 - Pacesetter Homes	Uptown Celina*	7,200	7	0.76	0.67	2,859	\$532,627	\$15,000	\$0	\$42,610	\$5,326	\$565,564	\$199	-\$5,000	\$100	2.9%	\$4,468
15	Cross Creek Meadows/40 - Taylor Morrison	Celina	4,800	7	0.52	0.52	1,666	\$437,261	\$0	\$0	\$0	\$0	\$437,261	\$265	-\$10,000	\$79	2.8%	\$3,411
16	Cross Creek Meadows/55 - Trophy Signature Homes	Celina	5,500	69	2.61	2.00	3,461	\$656,567	\$15,000	\$0	\$13,131	\$6,566	\$661,264	\$192	-\$15,000	\$79	2.7%	\$5,110
17	Cross Creek Meadows/60 - Trophy Signature Homes	Celina	6,000	80	1.53	1.67	3,825	\$709,900	\$15,000	\$0	\$14,198	\$7,099	\$716,197	\$192	-\$15,000	\$79	2.8%	\$5,541
18	Cross Creek Meadows/55 - Taylor Morrison	Celina	6,600	66	2.28	2.00	2,588	\$581,490	\$0	\$30,000	\$58,149	\$8,722	\$618,361	\$242	-\$10,000	\$79	2.8%	\$4,800
19	Cross Creek Meadows/60 - Taylor Morrison	Celina	7,200	61	2.35	5.00	3,135	\$659,657	\$0	\$25,000	\$65,966	\$9,895	\$710,517	\$230	-\$10,000	\$79	2.8%	\$5,500
20	Parks at Wilson Creek/40 - Perry Homes	Parks at Wilson Creek*	4,400	26	1.39	1.00	2,513	\$536,525	\$5,000	\$20,000	\$42,922	\$5,365	\$559,812	\$228	-\$5,400	\$135	2.6%	\$4,302
21	Parks at Wilson Creek/40 - Highland Homes	Parks at Wilson Creek*	5,200	63	2.87	4.33	2,025	\$503,172	\$10,000	\$0	\$60,381	\$5,032	\$558,584	\$281	-\$10,000	\$135	2.5%	\$4,293
22	Parks at Wilson Creek/50 - David Weekley Homes	Parks at Wilson Creek*	6,000	65	4.47	4.67	2,462	\$578,573	\$0	\$0	\$57,857	\$5,786	\$642,216	\$267	-\$15,000	\$143	2.5%	\$4,899
23	Parks at Wilson Creek/50 - Highland Homes	Parks at Wilson Creek*	6,500	65	2.92	5.33	2,489	\$634,590	\$10,000	\$0	\$76,151	\$6,346	\$707,087	\$287	-\$10,000	\$143	2.5%	\$5,357
24	Parks at Wilson Creek/60 - Tradition Homes	Parks at Wilson Creek*	7,200	40	3.04	0.67	3,578	\$763,733	\$4,000	\$0	\$114,560	\$7,637	\$881,931	\$248	\$0	\$143	2.4%	\$6,616
25	Parks at Wilson Creek/60 - Perry Homes	Parks at Wilson Creek*	7,800	34	2.15	1.67	3,276	\$697,400	\$0	\$20,000	\$83,688	\$6,974	\$768,062	\$236	-\$20,000	\$143	2.5%	\$5,812
26	North Sky/55 - American Legend Homes	North Sky Celina*	7,800	51	4.69	4.69	2,696	\$558,445	\$0	\$0	\$94,936	\$5,584	\$658,965	\$247	-\$15,000	\$92	2.1%	\$4,741
27	North Sky/65 - American Legend Homes	North Sky Celina*	7,800	55	0.78	0.78	2,794	\$605,240	\$0	\$0	\$114,996	\$6,052	\$726,288	\$261	-\$15,000	\$92	2.1%	\$5,217
28	North Sky/55 - Perry Homes	North Sky Celina*	6,600	51	2.45	1.00	2,826	\$602,900	\$11,000	\$20,000	\$48,232	\$6,029	\$626,161	\$223	-\$5,400	\$92	2.1%	\$4,510
29	North Sky/65 - Perry Homes	North Sky Celina*	6,600	55	1.12	1.00	3,531	\$705,950	\$1,000	\$20,000	\$91,774	\$7,060	\$783,783	\$224	-\$5,400	\$92	2.1%	\$5,622
30	Union Park/Garden - Del Webb	Union Park (TX)*	4,700	265	3.83	0.67	1,411	\$351,990	\$50,000	\$0	\$38,719	\$3,520	\$344,229	\$244	-\$10,000	\$120	3.0%	\$2,801
31	Union Park/Classic - Del Webb	Union Park (TX)*	5,750	227	3.28	0.67	1,847	\$423,490	\$50,000	\$0	\$46,584	\$4,235	\$424,309	\$230	-\$10,000	\$120	3.0%	\$3,425
32	Union Park/Estate - Del Webb	Union Park (TX)*	7,200	111	2.45	0.67	2,470	\$495,490	\$50,000	\$0	\$54,504	\$4,955	\$504,949	\$205	-\$10,000	\$120	3.0%	\$4,053
Total Units - CMA: 75				Average:	2.22	1.89	2,633	\$574,800	\$10,642	\$5,844	\$58,551	\$5,755	\$622,620	\$241	-\$10,504	\$114	2.6%	\$4,757
				Median:	2.29	1.17	2,531	\$550,817	\$9,887	\$0	\$56,181	\$5,508	\$605,219	\$239	-\$10,000	\$120	2.6%	\$4,555

Base Price Positioning of the Subject – 40' Wide Lots

Competitive Market Assessment

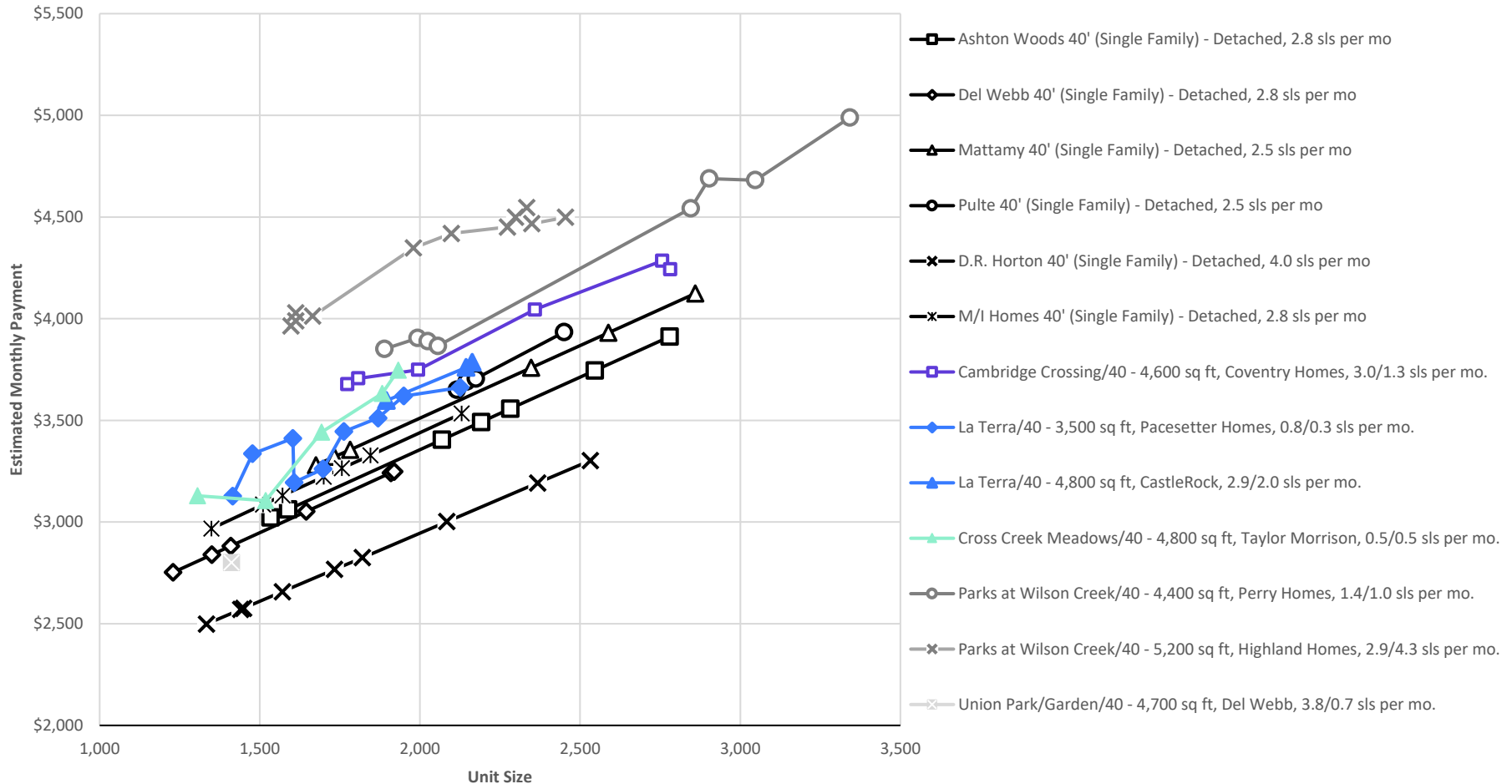
Our projected prices position the Subject somewhat below most of the actively-selling homes on 40' wide lots in the Celina ISD. That positioning is mainly a function of the builders currently active on 40' wide lots in Celina (mostly move-up focused builders including Coventry, Highland, and Perry). The planned builders at the Subject typically target lower price points (Ashton Woods, Mattamy, Pulte, D.R. Horton, and M/I Homes). However, the projected pricing is very similar to La Terra, which features comparable builders (Pacesetter and CastleRock). Our projected pricing for Del Webb's 40' wide lots are slightly below Del Webb's pricing at Union Park (10 miles "closer-in" location within a large-scale MPC setting).



Monthly Payment Positioning of the Subject – 40' Wide Lots

Competitive Market Assessment

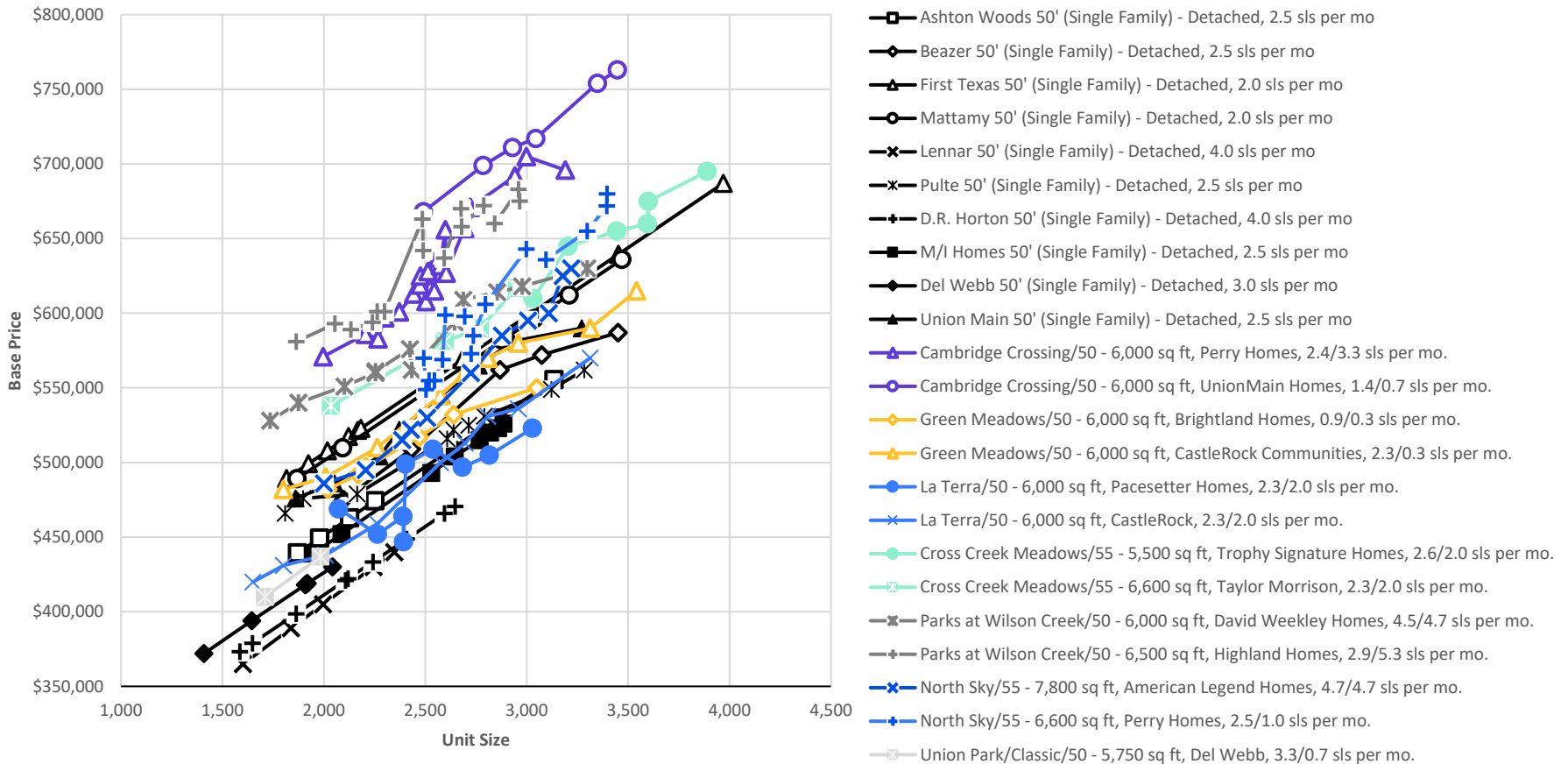
The positioning of the Subject on a monthly payment basis is similar to the base price positioning shown on the previous page. The projected effective tax rate at the Subject (2.8% to 2.9% including the PID assessment) is reasonably comparable to tax rates at other communities in the Celina ISD. In addition, our assumptions regarding spending on options/upgrades are in-line with the market.



Base Price Positioning of the Subject – 50' Wide Lots

Competitive Market Assessment

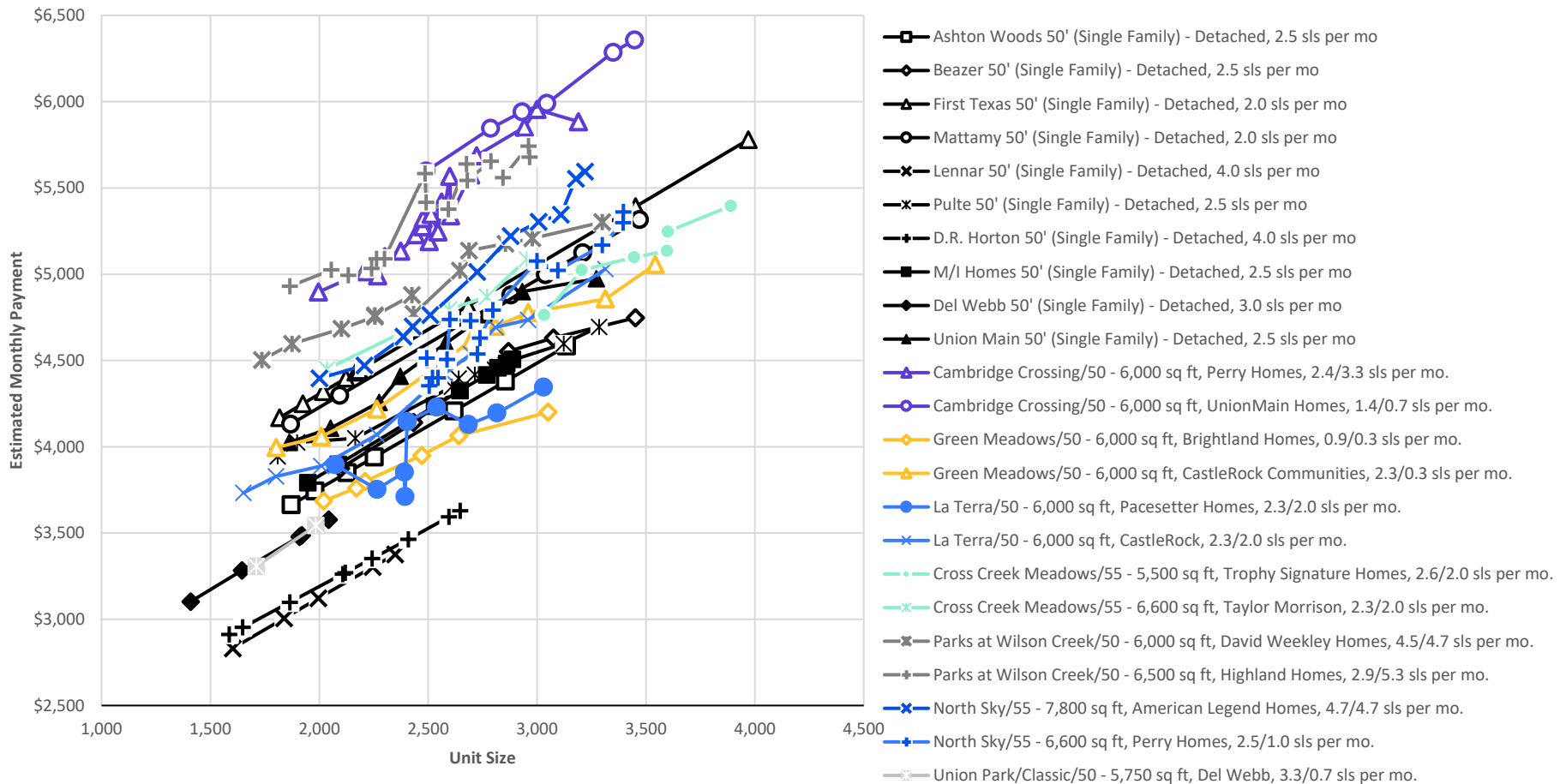
The Subject's 50' wide lot programs are positioned primarily in the middle of the surveyed competition in the CMA. The Ashton Woods, Beazer, Mattamy, M/I, and Pulte programs are all positioned similar to pricing at Green Meadows and La Terra, while the First Texas program is positioned closer to higher-end builder programs (Perry and Highland) at North Sky and somewhat below the closer-in Cambridge Crossing. Lennar and D.R. Horton are positioned at the lower-end of all surveyed programs, consistent with their approach of targeting value-oriented buyers. Del Webb at the Subject Property is positioned just below Del Webb's current pricing at Union Park.



Monthly Payment Positioning of the Subject – 50' Wide Lots

Competitive Market Assessment

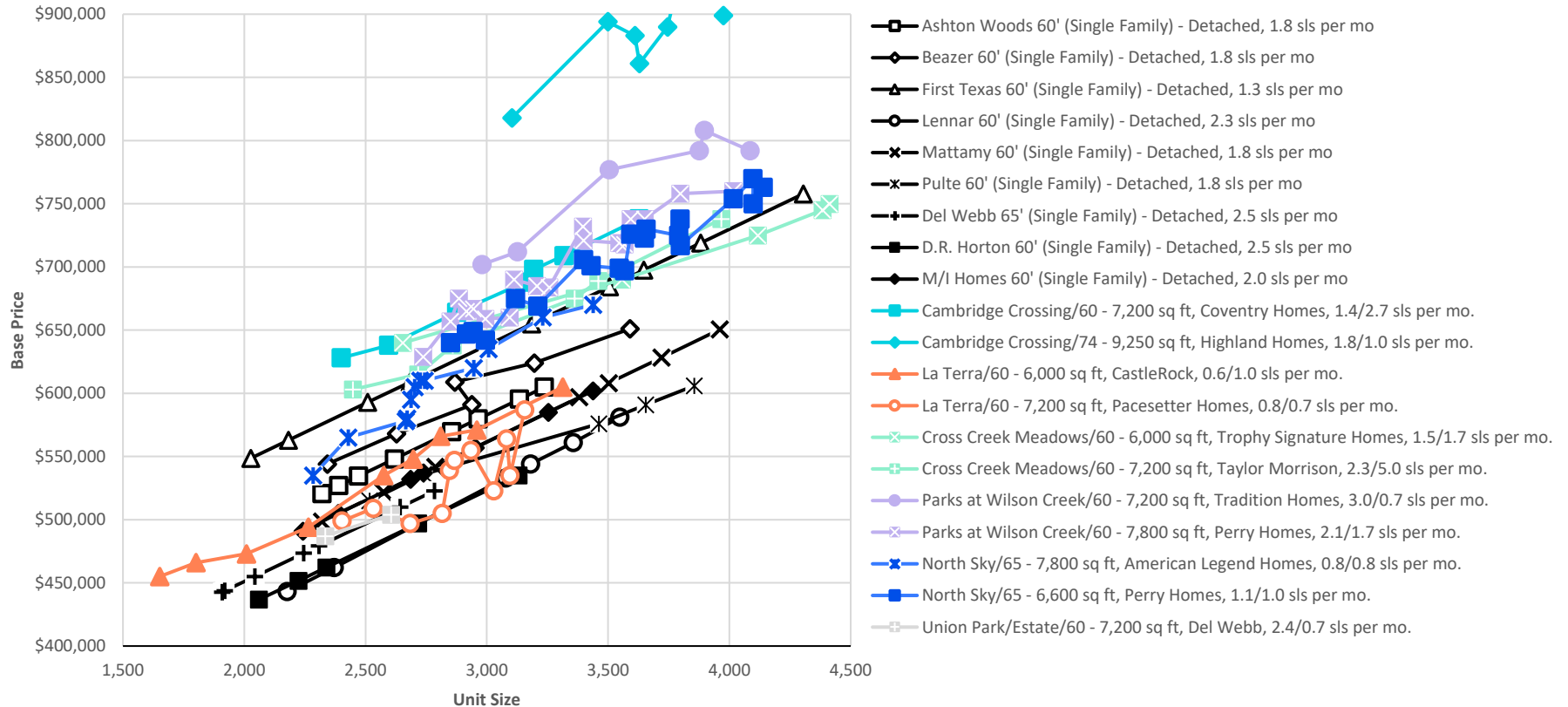
The positioning of the Subject on a monthly payment basis is relatively similar to the base price positioning shown on the previous page. The projected effective tax rate at the Subject (2.8% to 2.9% including the PID assessment) is reasonably comparable to tax rates at other communities in the Celina ISD. In addition, Zonda's concluded assumptions regarding spending on options/upgrades and incentives are generally in-line with current market conditions and typical builder practices.



Base Price Positioning of the Subject – 60' Wide Lots

Competitive Market Assessment

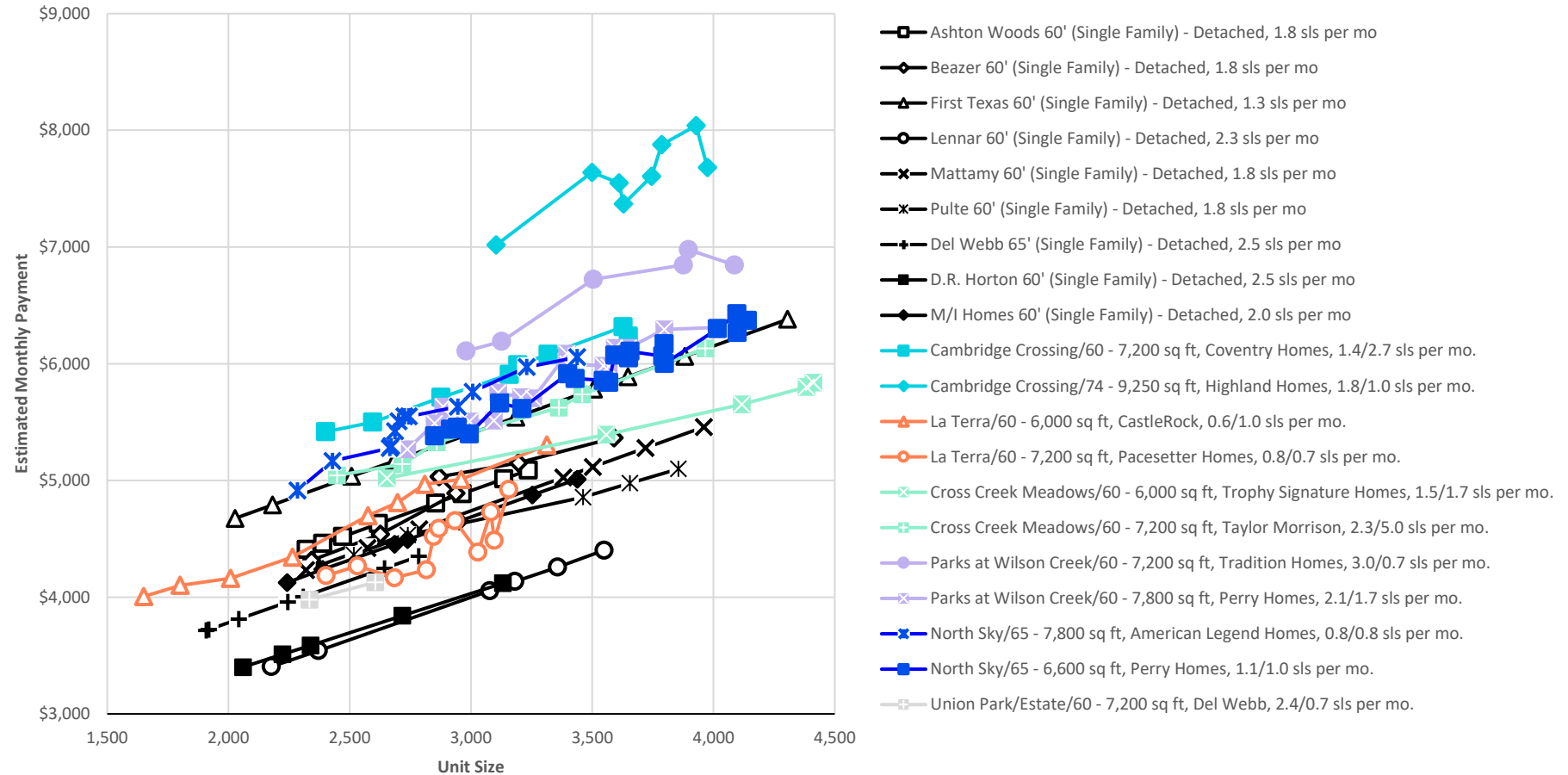
The projected positioning of the 60' wide lots mirrors the relative positioning of the 50' wide lot product series. The mid-tier builders at the Subject (Ashton Woods, Beazer, Mattamy, M/I and Pulte) are positioned in the middle of the surveyed comparables. First Texas is positioned somewhat above these programs (closest to Coventry at Cambridge Crossing and Perry Homes at North Sky and Cross Creek Meadows), while Lennar, D.R. Horton, and M/I Homes are positioned at the lower-end of the surveyed communities. Del Webb's active-adult program is positioned just below current pricing at Del Webb's program at Union Park.



Monthly Payment Positioning of the Subject – 60' Wide Lots

Competitive Market Assessment

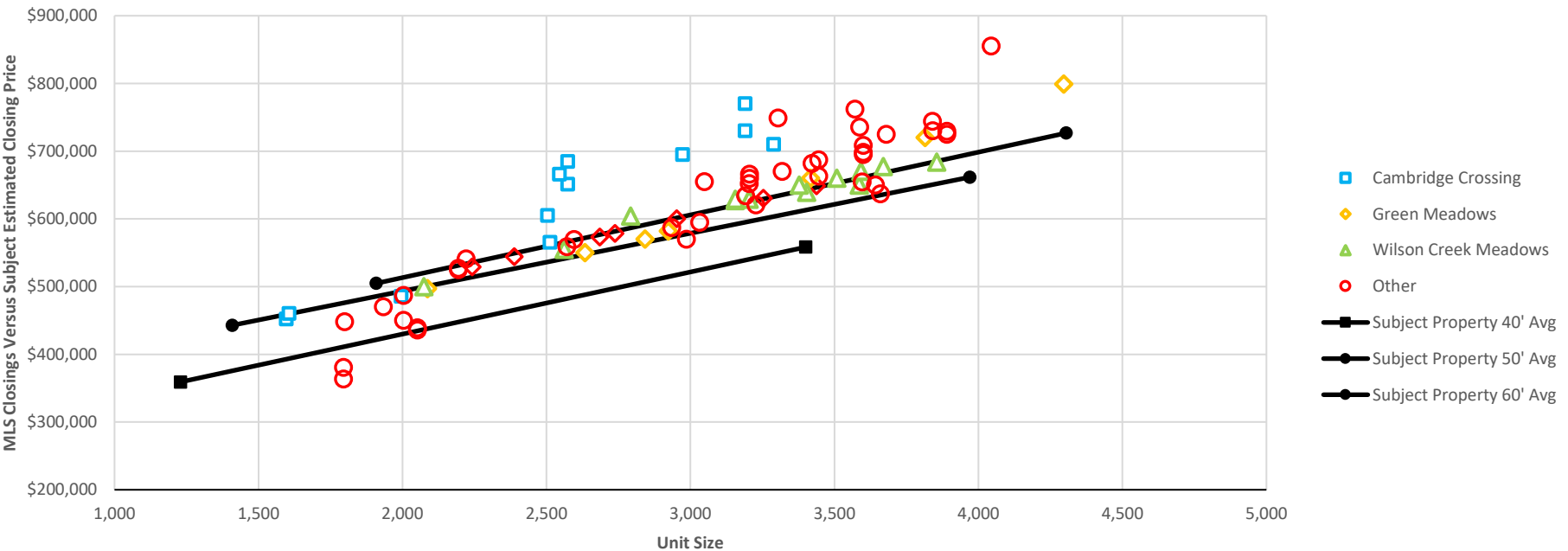
The positioning of the Subject on a monthly payment basis is generally similar to the base price positioning shown on the previous page. The projected effective tax rate at the Subject (2.8% to 2.9% including the PID assessment) is reasonably comparable to tax rates at other communities in the Celina ISD. In addition, our assumptions regarding spending on options/upgrades are in-line with the market.



Sale Price Positioning: MLS New Home Sales in the CMA (Last 90 Days)

Competitive Market Assessment

Pricing at the Subject Property is supported by recent MLS new home sales in the CMA. Between late April and July 2024, the MLS reported 75 closings of new homes in the CMA at an average closing price of \$644,660 (\$215/SF). For readability purposes, only the approximate average pricing across each lot series at the Subject Property is shown for comparison.

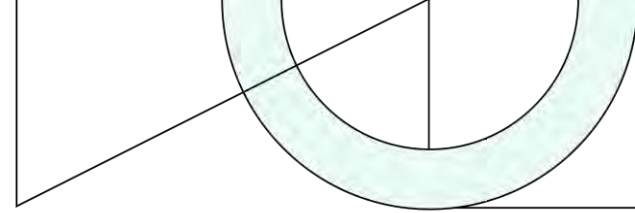


Source: Zonda

Ref	Reference Area	Date Range	Sales	Sales Pace Overall	Year Built	Lot Size	Bed	Bath	Avg. Sq. Ft.	Net Price	Price Per Square Foot
A	Cambridge Crossing	May-24 to Jul-24	12	4.69	2023	5,746	3.92	3.25	2,546	\$622,801	\$248
B	Green Meadow s	Apr-24 to Jun-24	7	3.50	2023	7,684	4.00	4.00	3,145	\$625,429	\$202
C	Wilson Creek Meadow s	May-24 to Jul-24	13	5.29	2024	7,406	4.62	4.00	3,226	\$628,816	\$197
D	Other	May-24 to Jul-24	43	15.61	2024	9,250	4.28	3.81	3,097	\$648,463	\$211
MLS Market Average			Total Sales - 75		2024	7,965	4.23	3.80	3,032	\$644,660	\$215
MLS Market Median					2024	6,534	4.00	4.00	3,190	\$651,146	\$209

Starts, Closings, & Inventory

Competitive Market Assessment



The Subject Property will face continued competition from a variety of master-planned communities in the competitive market area (Celina ISD) with substantial lot supplies. These include Cambridge Crossing, Cross Creek Meadows, Green Meadows, North Sky, the Parks at Wilson Creek, and Uptown Celina. However, the Subject Property’s long and diverse list of committed builders, as well as its strong amenity package, distinguish it from this competition.

Active Projects	Annual Starts			Annual Closings			VDL Inventory		2Q24 VDL Inventory		Future Lots	Remaining
	2Q24	2Q23	Peak	2Q24	2Q23	Peak	2Q24	2Q23	Months	Years	2Q24	Years
Cambridge Crossing	233	125	233	196	116	196	139	372	7	0.6	1,221	5.8
Cottages of Celina	46	38	65	60	0	60	92	138	24	2.0	102	4.2
Cross Creek Meadows	89	0	89	7	0	7	461	249	62	5.2	672	12.7
Green Meadows	33	67	281	102	205	211	1	34	0	0.0	4,959	150.3
North Sky	3	0	3	0	0	0	317	0	1,268	105.7	461	259.3
The Parks at Wilson Creek	188	62	188	140	0	140	108	296	7	0.6	2,142	12.0
Sutton Fields	416	210	520	300	309	409	303	328	9	0.7	453	1.8
Wilson Creek Meadows	139	164	198	197	86	203	81	220	7	0.6	215	2.1
Union Park	61	77	203	58	194	201	0	61	0	0.0	0	0.0
Uptown Celina	3	0	3	0	0	0	216	0	864	72.0	2,847	1,021
Totals:	1,211	743	1,783	1,060	910	1,427	1,718	1,698	17.0	1.4	13,072	12.2

Excluding communities that have recently begun sales (Cross Creek Meadows, North Sky, and Uptown Celina), peak closings have ranged from 60 to 409 homes per year.

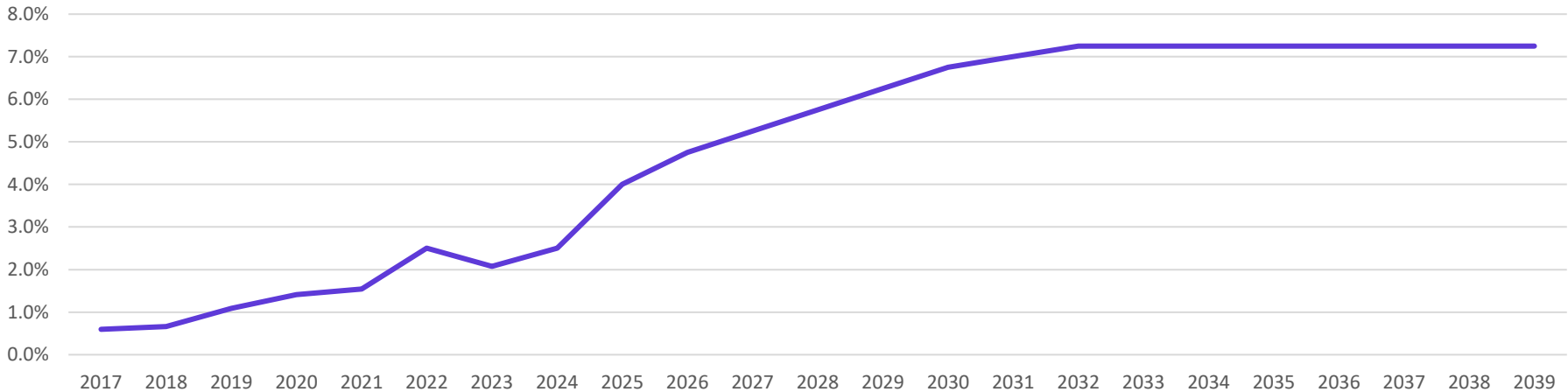
CMA and Subject Property Absorption

Competitive Market Assessment

The CMA’s (Celina ISD) share of the Dallas-Fort Worth MSA new home closings has grown in recent years, rising from 0.7% in 2018 to 2.1% in 2023. Our forecast of closings in the CMA assumes that its share of MSA closings continues to grow, reaching 7.25% in 2033. An increase in the CMA’s share of MSA closings appears inevitable because of the number of active developments (including the Subject Property) that have recently started sales, the expansion of the Dallas North Tollway (which will improve accessibility to the entire region), and the Celina ISD’s excellent reputation (attractive for family households). At its peak in 2026, our projected absorption at the Subject Property represents 35.0% of the projected single-family housing demand in the Celina ISD. Thereafter, the Subject Property’s annual capture rates are projected to decline. From 2025-2039, closings at the Subject Property represent 16.4% of total projected single-family housing demand in the CMA. At the current average of 3.4 people per household in the Celina ISD, our projected growth from 2024-2029 amounts to an estimated 39,772 new residents (well below the Celina EDC’s projected growth of 68,000 over the same period within the Celina city limits - an area *smaller* than the Celina ISD). As such, our forecast may be conservative and our capture rates overstated.

	Single-Family Closings																						
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Dallas-Fort Worth MSA (Moody's SF Starts)	34,766	36,136	36,015	43,278	51,681	43,999	42,854	42,189	40,628	43,100	43,168	42,455	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000
Dallas-Fort Worth MSA (Zonda Closings)	31,863	32,470	34,597	40,653	44,666	46,249	45,506	42,521	41,409	41,864	43,134	42,811	42,727	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000
CMA (Celina ISD) Closings (Zonda)	190	214	377	574	690	1,159	945	1,063	1,656	1,989	2,265	2,462	2,670	2,903	3,010	3,118	3,118	3,118	3,118	3,118	3,118	3,118	3,118
CMA Share of DFW MSA Closings (Zonda)	0.6%	0.7%	1.1%	1.4%	1.5%	2.5%	2.1%	2.5%	4.0%	4.8%	5.3%	5.8%	6.3%	6.8%	7.0%	7.3%	7.3%	7.3%	7.3%	7.3%	7.3%	7.3%	7.3%
Subject Property Sales (Actual and Projected)							0	18	450	695	737	661	607	648	576	542	447	392	352	310	242	132	73
Subject Property Share of CMA Closings (Actual and Projected)							0.0%	1.7%	27.2%	35.0%	32.5%	26.9%	22.7%	22.3%	19.1%	17.4%	14.3%	12.6%	11.3%	9.9%	7.8%	4.2%	2.3%

CMA Share of Dallas-Fort Worth MSA Single-Family Closings
(Historical and Projected)



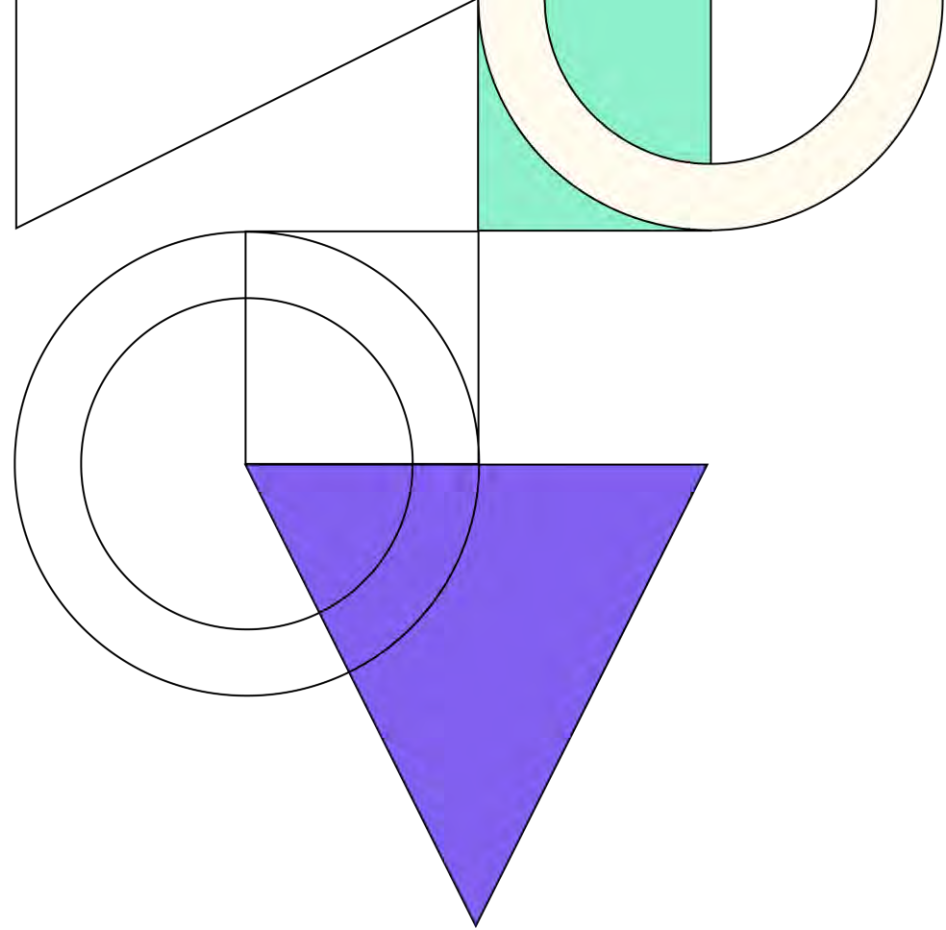
Build-out of Competitive Supply in the CMA

Competitive Market Assessment

Zonda identified 24 actively-selling subdivisions with at least one start in the last 12 months in the CMA as of 2Q24. Together, these subdivisions closed a total of 1,047 new homes from 3Q23 through 2Q24. Several of these communities are nearing sell-out, including Celina Hills and Greenway. Wilson Creek Meadows is likely to sell out by 2026 and Cambridge Crossing is likely to sell out by 2029. The combination of likely growing demand in the Celina ISD (see previous page) coupled with the sell-out of these communities means demand should be sufficient to support the projected absorption forecast at the Subject Property and reasonable absorption rates at the competing communities. Nonetheless, with the projected ramp-up in sales at the Subject Property and at communities such as Creekview Meadows, Cross Creek Meadows, North Sky, and Uptown Celina, competition for buyers in the CMA is likely to be intense over the next five years. We expect the Subject Property to be the absorption leader in the CMA due to its large number of builders, diversity of product offering, and very strong amenity package.

Community	Lot Size Range	Closings (3Q2023-2Q2024)	Share of CMA Closings	Finished Spec Homes	VDL	Paper Lots	Total Future Supply	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Wilson Creek Meadows	50'-70'	197	18.8%	14	81	215	310	200	110	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Cambridge Crossing (Celina)	40'-74'	196	18.7%	15	706	1,022	1,743	199	200	200	225	250	300	369	Built Out	Built Out	Built Out	Built Out	Built Out
Parks at Wilson Creek	40'-60'	140	13.4%	13	108	2,142	2,263	142	221	221	221	329	357	388	383	Built Out	Built Out	Built Out	Built Out
Green Meadows (Celina)	50'-70'	102	9.7%	4	1	4,959	4,964	104	161	194	221	240	260	283	293	304	304	304	304
Celina Hills	50'-60'	98	9.4%	12	9	0	21	21	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Cottages, The (Celina)	35'-45'	60	5.7%	3	92	102	197	61	95	41	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Celina Hills Townhomes	30'	58	5.5%	12	47	0	59	59	0	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Greenway (Celina)	60'	57	5.4%	7	32	0	39	39	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Glen Crossing	50'-60'	27	2.6%	0	0	0	0	0	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Bluewood	60'-70'	24	2.3%	1	0	0	1	1	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Buffalo Ridge (Celina)	50'-60'	19	1.8%	3	18	0	21	19	2	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Highland Crossing North	155'	18	1.7%	3	34	0	37	18	19	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Residences at Cottage Hill	198'	17	1.6%	0	1	0	1	1	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Hills of Lone Star	170'-650'	15	1.4%	0	25	7	32	15	17	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Cross Creek Meadows (Celina)	40'-60'	7	0.7%	2	461	672	1,135	30	50	150	250	300	300	300	300	300	300	300	300
Carter Landing	170'	6	0.6%	0	2	0	2	2	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Crosswood Creek Estates	208'	4	0.4%	0	2	0	2	2	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Prairie Meadows Estates	150'	1	0.1%	0	1	0	1	1	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
North Preston Lakes Estates	220'-350'	1	0.1%	0	7	8	15	1	2	2	2	2	3	3	1	Built Out	Built Out	Built Out	Built Out
Legacy Hills (Celina)	48'-60'	0	0.0%	0	351	6,531	6,882	18	450	695	737	661	607	648	576	542	447	392	352
North Sky Celina	55'-65'	0	0.0%	0	317	461	778	1	75	100	150	225	250	250	250	250	250	250	250
Uptown Celina	40'	0	0.0%	0	216	2,847	3,063	1	75	125	200	250	375	375	375	375	375	375	375
Creekview Meadows	40'-50'	0	0.0%	0	748	1,706	2,454	3	180	250	243	243	243	264	264	262	155	70	70
Creek Pointe Estates	100'	0	0.0%	0	15	0	15	1	1	1	1	1	1	1	1	1	1	1	1
Total		1,047	100.0%	89	3,274	20,672	24,035	939	1,658	1,979	2,250	2,501	2,696	2,881	2,443	2,034	1,832	1,692	1,652
Demand Potential								1,063	1,656	1,989	2,265	2,462	2,670	2,903	3,010	3,118	3,118	3,118	3,118
Excess Demand								124	-1	10	15	-40	-25	22	567	1,084	1,286	1,426	1,466
Cumulative Excess Demand								124	122	132	147	107	82	104	671	1,755	3,040	4,466	5,932

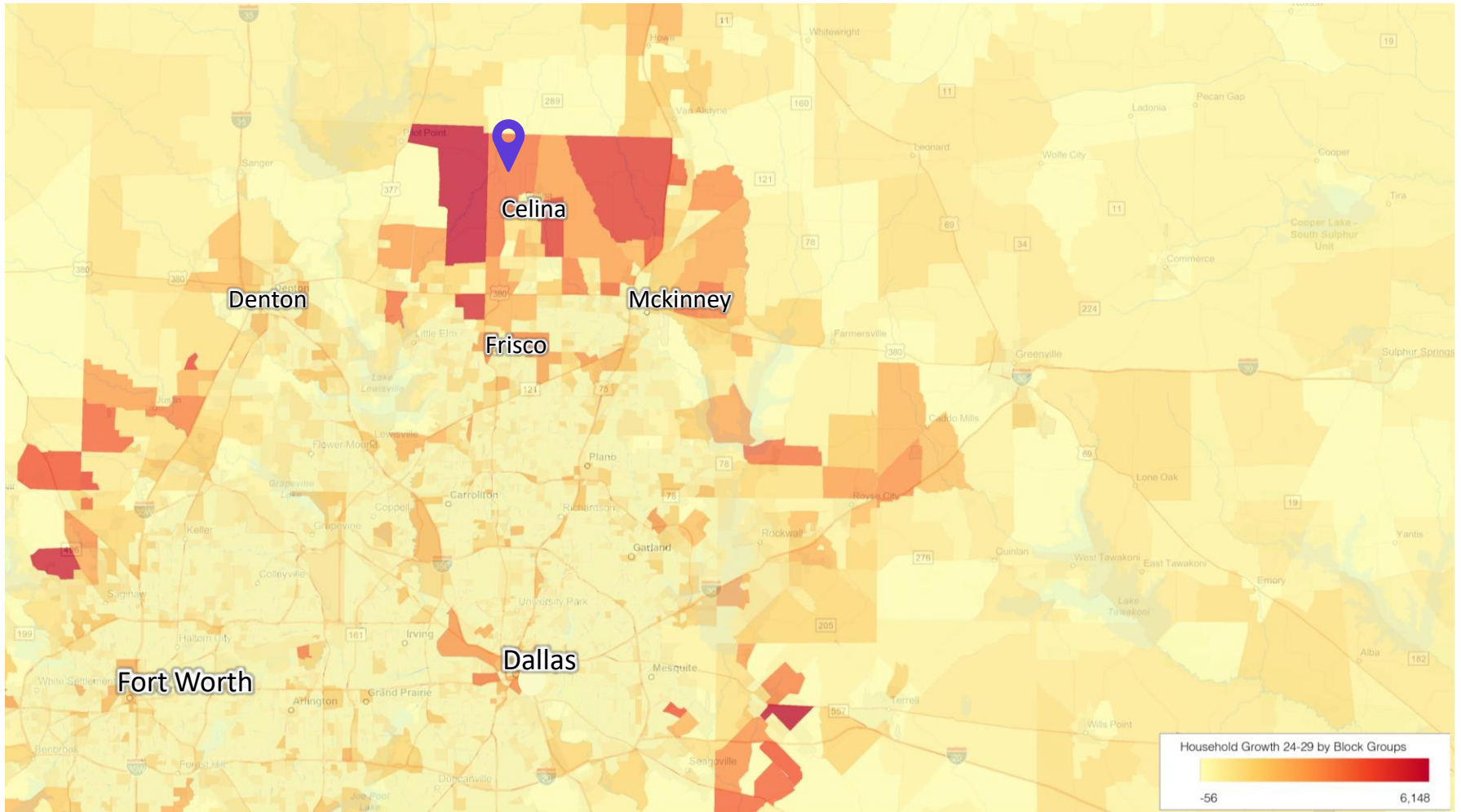
Location Analysis



Household Growth by Zip Code

Location Analysis

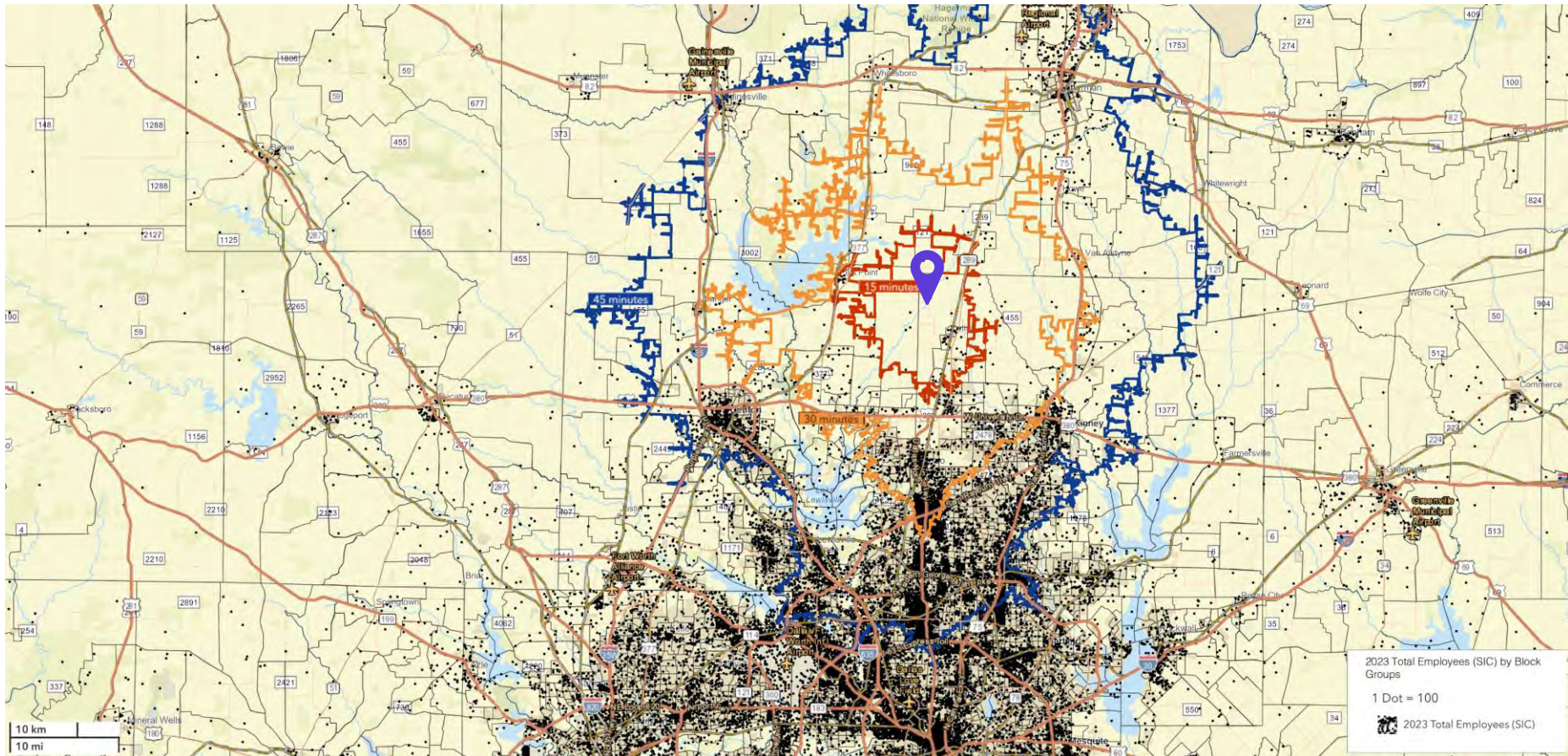
The northern suburbs of the Dallas-Ft. Worth MSA are projected to see strong household growth from 2024 through 2029. The Subject is well-positioned to benefit from this northern push of growth in Collin County (among the strongest projected growth areas across the Metroplex).



Regional Proximity to Employment

Location Analysis

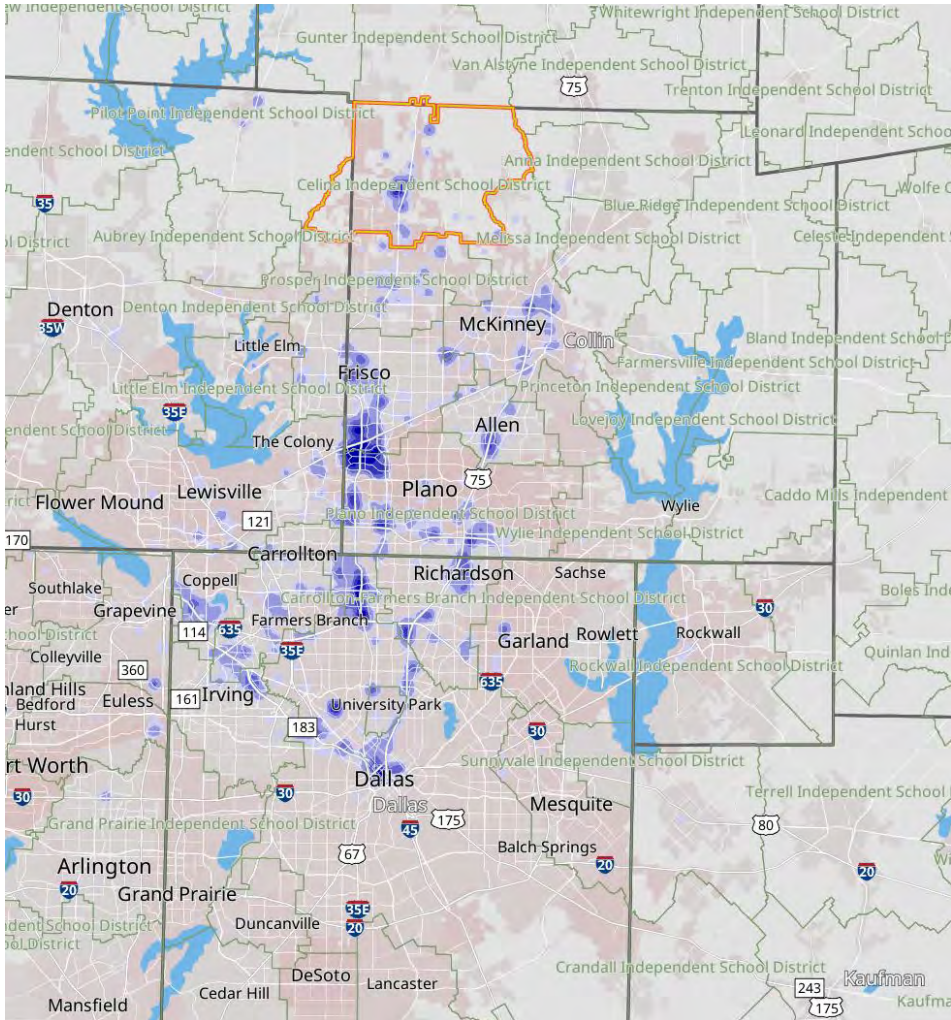
The Subject Property offers reasonable access to employment centers in the Dallas-Ft. Worth MSA via Preston Road and future extensions of the Dallas North Tollway. Roughly 168,000 jobs are accessible within a 30-minute rush hour drive and 893,000 jobs are accessible within a 45-minute drive. We expect employment growth will eventually follow households north, bringing even more jobs within a reasonable commute time. Major employers within 30-minutes include Toyota, JPMorgan, T-Mobile, Amerisource, Conifer Health Solutions, and Baylor Medical Center (all in Frisco/Plano).



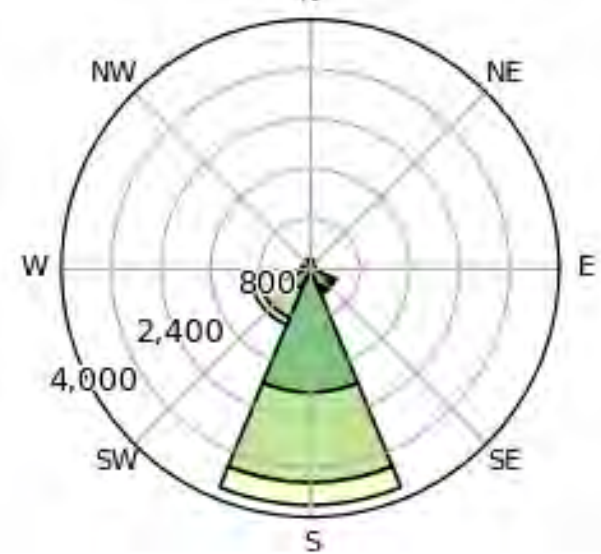
Commute Patterns

Location Analysis





Residents of the CMA (Celina ISD) tend to work along the Dallas North Tollway (Frisco is a primary destination). Nearly half of existing residents commute more than 25 miles to their workplace. We expect most residents at the Subject will have a similar commute.



Job Counts by Distance/Direction in 2021
All Workers



Jobs by Distance - Home Census Block to
Work Census Block

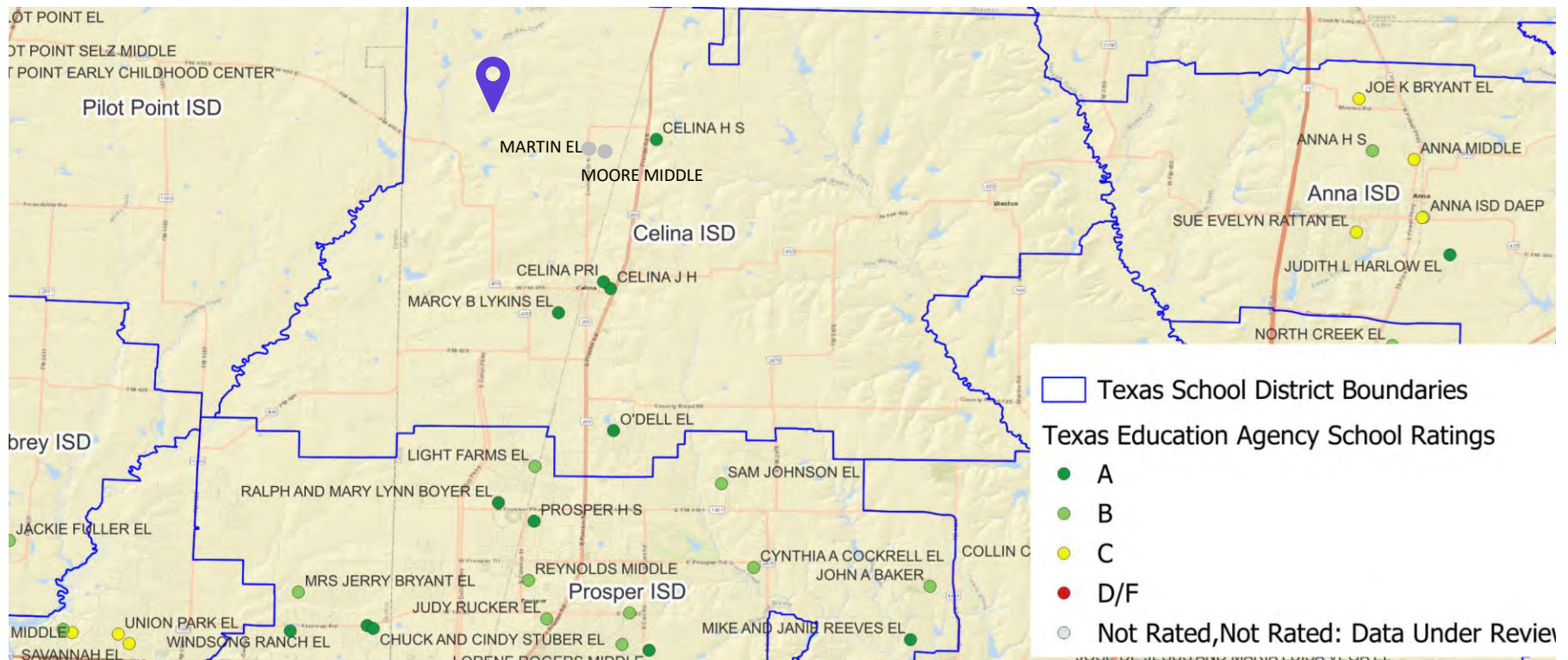
	2021	
	Count	Share
Total Private Primary Jobs	5,754	100.0%
 Less than 10 miles	576	10.0%
 10 to 24 miles	2,413	41.9%
 25 to 50 miles	2,105	36.6%
 Greater than 50 miles	660	11.5%

School Performance

Location Analysis

The Subject Property is in the highly rated Celina ISD. According to the Texas Education Agency (TEA), the Celina ISD earned an “A” (93) rating and the high schools serving the Subject also received an “A” rating. The elementary school and middle school are new and have not been rated. School quality is an important strength of the Subject site. The surveyed comparable communities are all in the Celina ISD and are served by similarly high-rated schools.

							Average Scores
District	Elementary	TEA Score	Middle	TEA Score	High	TEA Score	Avg. TEA Score
CELINA ISD	MARTIN EL	NA	MOORE MIDDLE	NA	CELINA H S	A/90	90

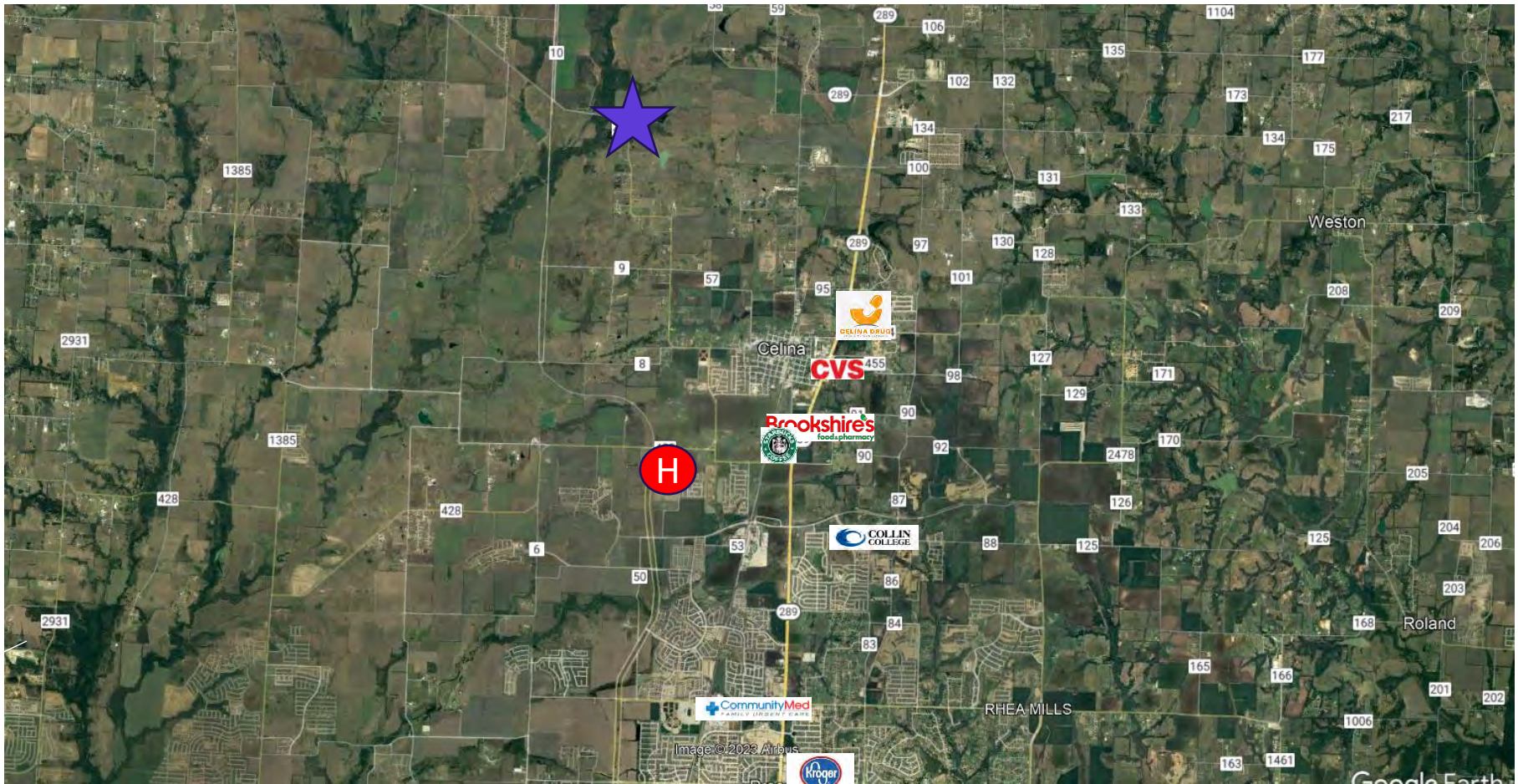


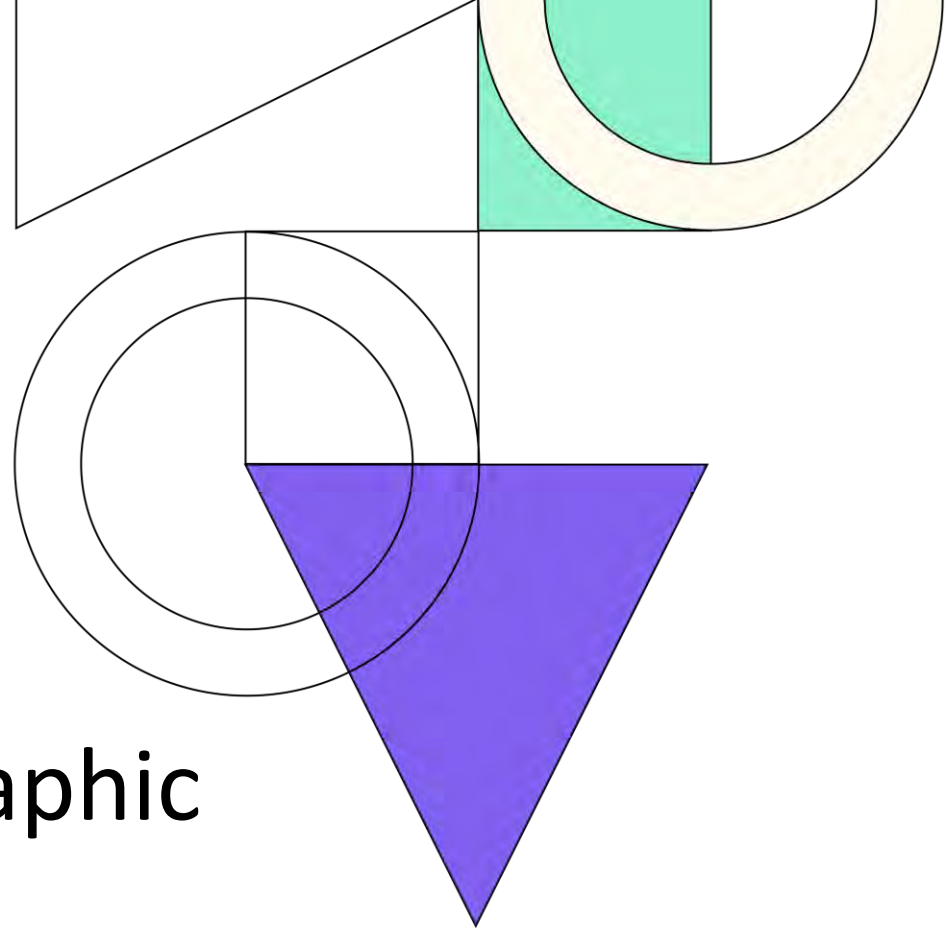
Proximity to Local Services

Location Analysis

The nearest retail and services are in or near the town center of Celina (approximately three to four miles southeast of the Subject).

Additional retail is available further south in Prosper. Due to the rapid growth of Celina, we expect new retail options to be developed in the next three to five years, including parcels within Legacy Hills. Demonstrating this point, a new 200,000 square foot hospital is currently under construction just southwest of the town of Celina and is scheduled to open in 2025. In addition, HEB (a major grocery chain) has reportedly purchased land in Celina within the Legacy Hills development. When complete, this will be a significant amenity for residents.



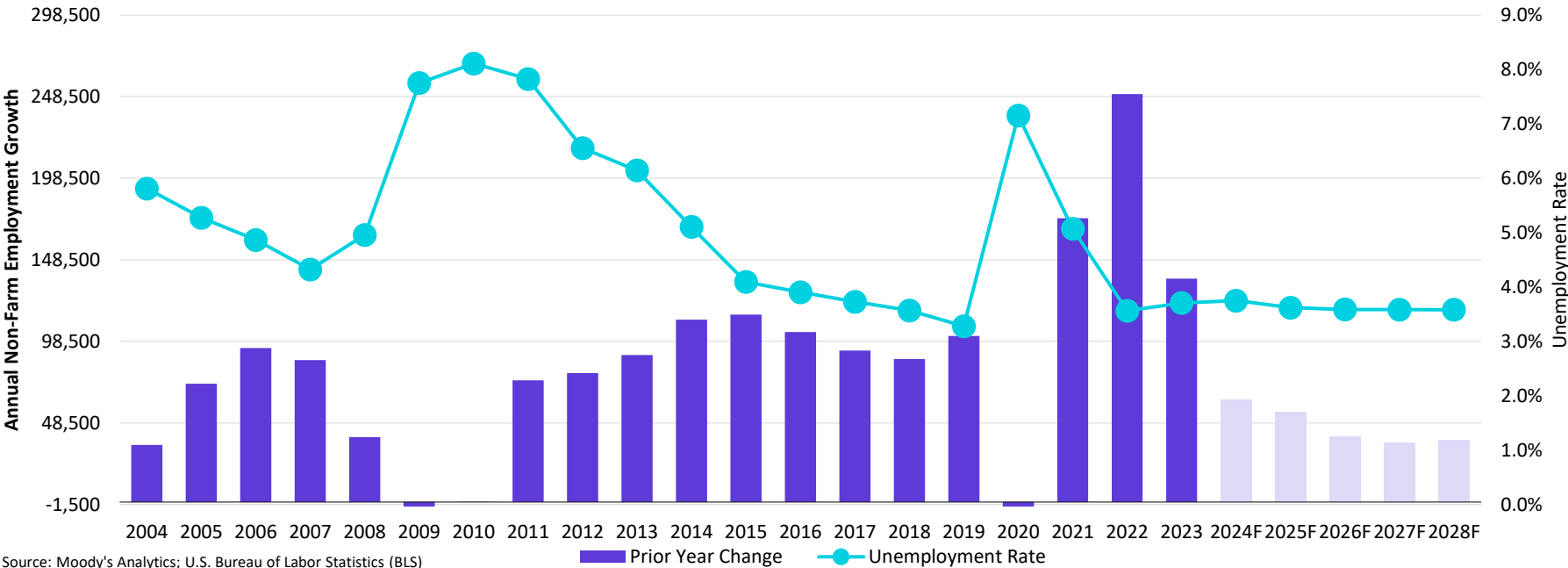


Economic & Demographic Analysis

Employment Growth

Economic & Demographic Analysis

As of July 2024, Moody's baseline forecast calls for steady job growth in the Dallas-Ft. Worth MSA and a low unemployment rate. Moody's anticipates that the Metroplex will add 62,432 jobs in 2024 followed by steady, but below historical average growth of 37,000 to 55,000 new jobs per year through 2028. The unemployment rate is projected to remain steady and low at or below 3.8% through 2028. Note that monthly data from the Federal Reserve shows that the unemployment rate in the Dallas-Ft. Worth MSA ticked up to 4.3% in June 2024, its highest level since Sept. 2021, and continuing an upward trend since April 2024. Still, while job growth has certainly slowed in comparison to 2022 and 2023, Moody's remains confident that job growth will continue and the labor market will remain healthy.



Source: Moody's Analytics; U.S. Bureau of Labor Statistics (BLS)

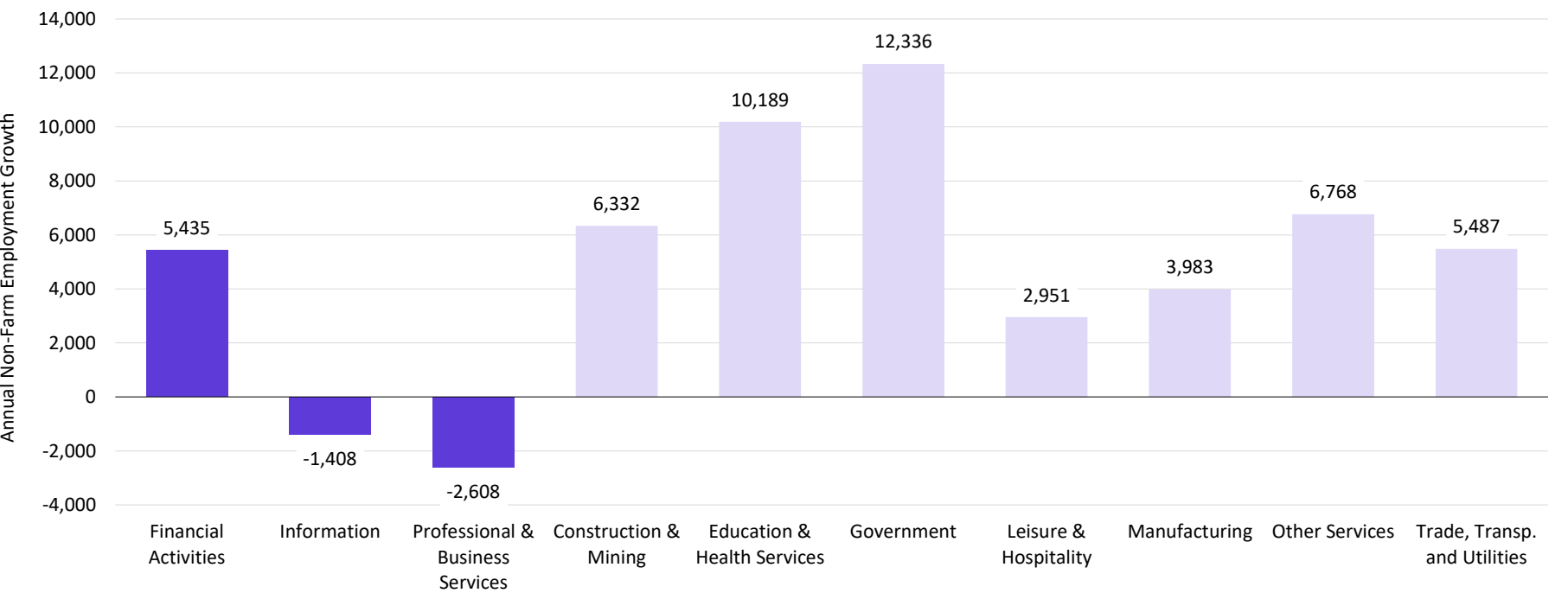
Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Non-Farm Employment	3,286,642	3,401,558	3,505,750	3,598,550	3,686,275	3,788,017	3,667,750	3,841,775	4,091,775	4,228,642	4,291,074	4,346,160	4,386,418	4,422,906	4,460,811
Prior Year Change	111,883	114,917	104,192	92,800	87,725	101,742	(120,267)	174,025	250,000	136,867	62,432	55,086	40,258	36,488	37,905
Annual % Change	3.5%	3.5%	3.1%	2.6%	2.4%	2.8%	-3.2%	4.7%	6.5%	3.3%	1.5%	1.3%	0.9%	0.8%	0.9%
Unemployment Rate	5.1%	4.1%	3.9%	3.7%	3.6%	3.3%	7.2%	5.1%	3.6%	3.7%	3.8%	3.6%	3.6%	3.6%	3.6%

Employment Growth by Sector

Economic & Demographic Analysis

Job growth in the Dallas-Ft. Worth MSA was broad based over the last year. Most industrial sectors added jobs YOY, with Government leading the way with 12,336 jobs added. However, the Professional and Business Services and Information sectors lost jobs YOY. Employment growth in this sector has been flat or slightly negative since 2022, a trend that bears watching given its relatively high salaries.

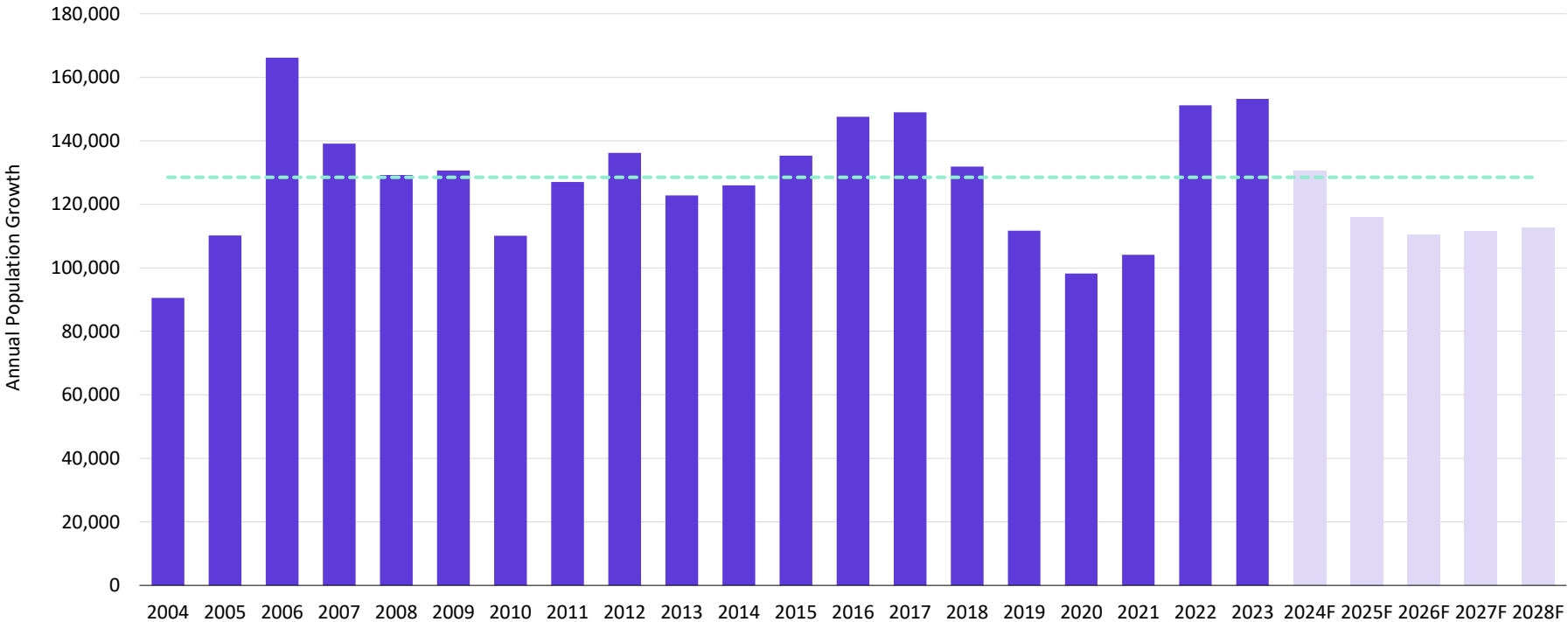


Source: Moody's Analytics; U.S. Bureau of Labor Statistics (BLS)

Category	Financial Activities	Information	Professional & Business Services	Construction & Mining	Education & Health Services	Government	Leisure & Hospitality	Manufacturing	Other Services	Trade, Transp. and Utilities
Current Month (Jul-2024)	373,109	90,553	778,114	235,680	516,709	486,862	429,881	312,052	143,868	905,864
Current Month (Jul-2023)	367,674	91,960	780,722	229,348	506,520	474,526	426,930	308,068	137,100	900,377
12-Month Change	5,435	-1,408	-2,608	6,332	10,189	12,336	2,951	3,983	6,768	5,487

Population Growth
Economic & Demographic Analysis

The Dallas-Ft. Worth MSA added 153,000 people in 2023, a record high since at least 2000. Moody’s projects that growth will slow to 131,000 new residents in 2024 and then fall to approximately 113,000 new residents per year from 2025 through 2028. Although Moody’s projection calls for growth to slow to below the recent historical average of 129,000 new residents per year from 2003 through 2023, the Dallas-Ft. Worth MSA is projected to add more people than any other MSA in the United States from 2024 through 2028.



Source: Moody's Analytics; U.S. Census Bureau (BOC)

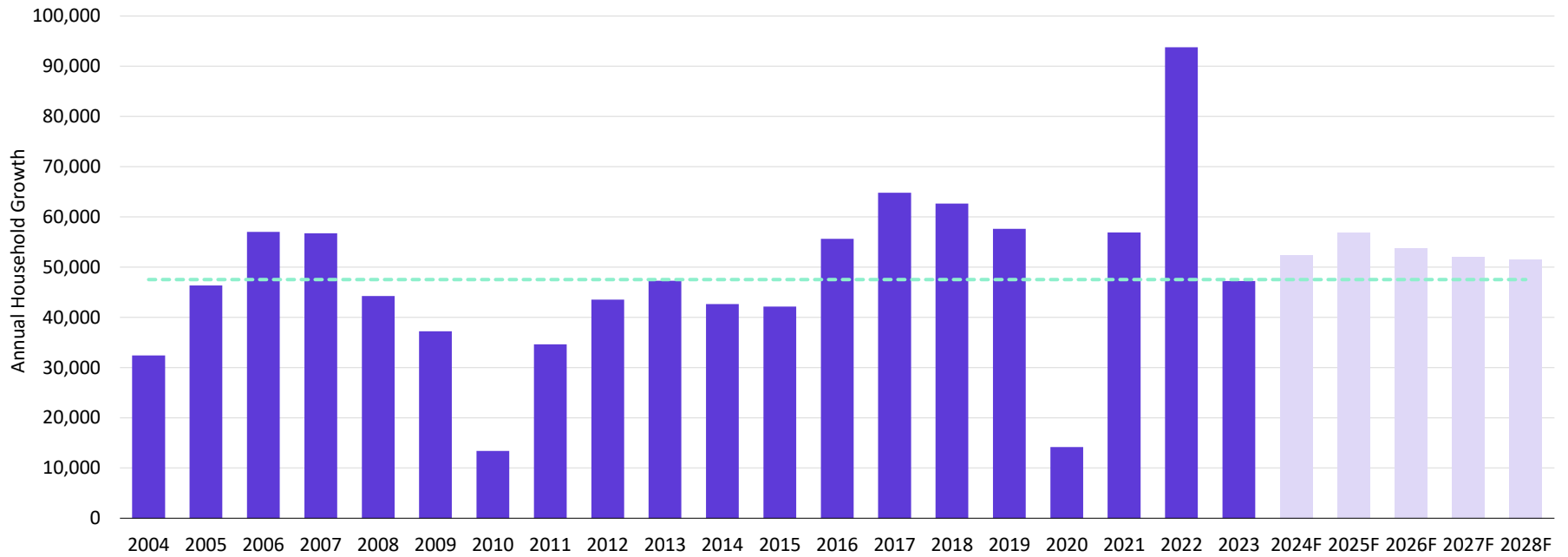
Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Total Population	6,963,792	7,099,129	7,246,673	7,395,626	7,527,477	7,639,194	7,737,415	7,841,509	7,992,697	8,145,916	8,276,368	8,392,410	8,502,831	8,614,251	8,726,739
Prior Year Change	125,964	135,337	147,543	148,953	131,851	111,717	98,220	104,094	151,187	153,220	130,452	116,042	110,421	111,420	112,488
Annual % Change	1.8%	1.9%	2.1%	2.1%	1.8%	1.5%	1.3%	1.3%	1.9%	1.9%	1.6%	1.4%	1.3%	1.3%	1.3%

Household Growth

Economic & Demographic Analysis

In contrast to population growth, Moody’s expects household growth through 2027 to be slightly above historical averages, at 53,000 new households per year. That is about 11% higher than the historical average of 47,000 new households per year from 2003 through 2023.



Source: Moody's Analytics; U.S. Census Bureau (BOC)

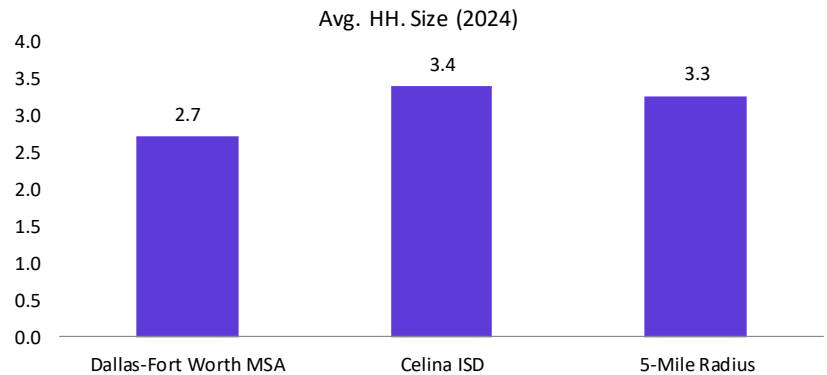
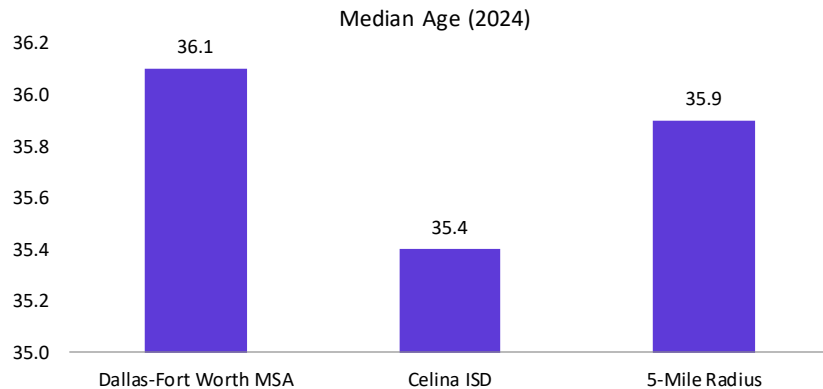
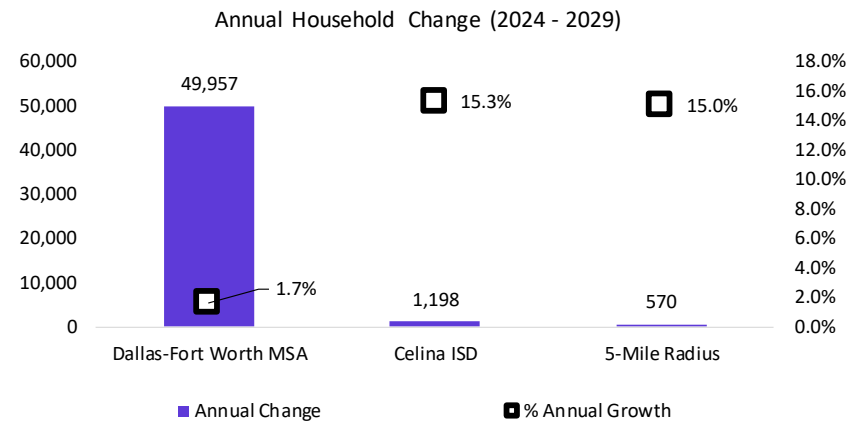
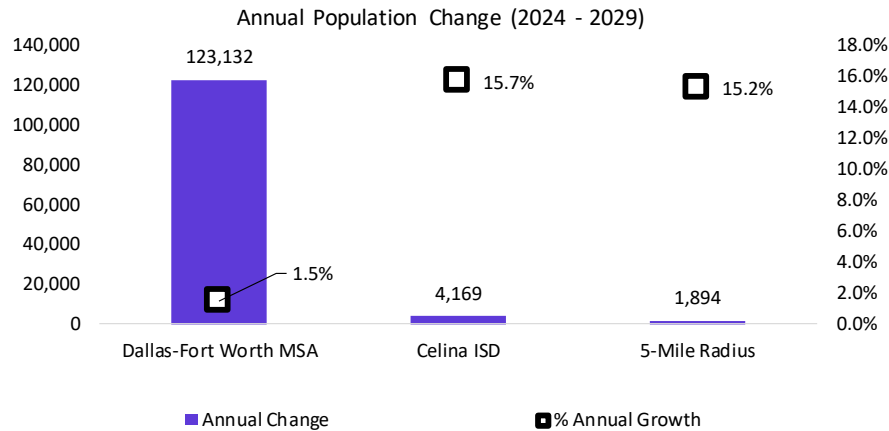
Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Total Households	2,499,972	2,542,116	2,597,769	2,662,559	2,725,217	2,782,823	2,796,994	2,853,893	2,947,685	2,994,887	3,047,289	3,104,117	3,157,822	3,209,787	3,261,267
Prior Year Change	42,623	42,144	55,653	64,790	62,657	57,607	14,171	56,899	93,793	47,202	52,402	56,828	53,705	51,965	51,479
Annual % Change	1.7%	1.7%	2.2%	2.5%	2.4%	2.1%	0.5%	2.0%	3.3%	1.6%	1.7%	1.9%	1.7%	1.6%	1.6%

Demographic Characteristics

Economic & Demographic Analysis

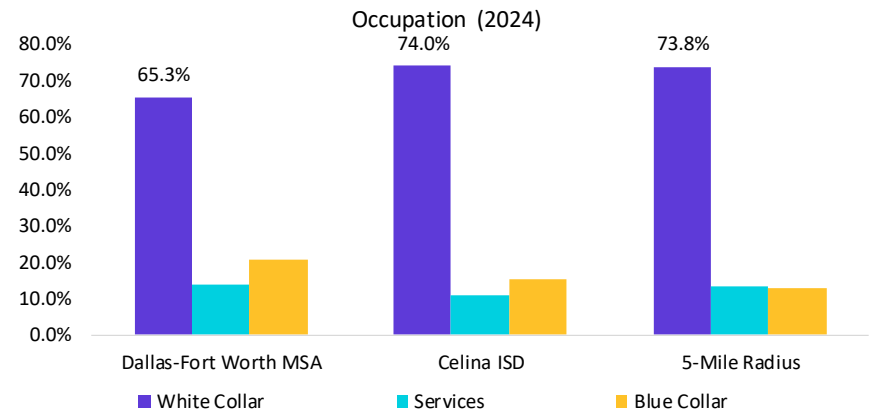
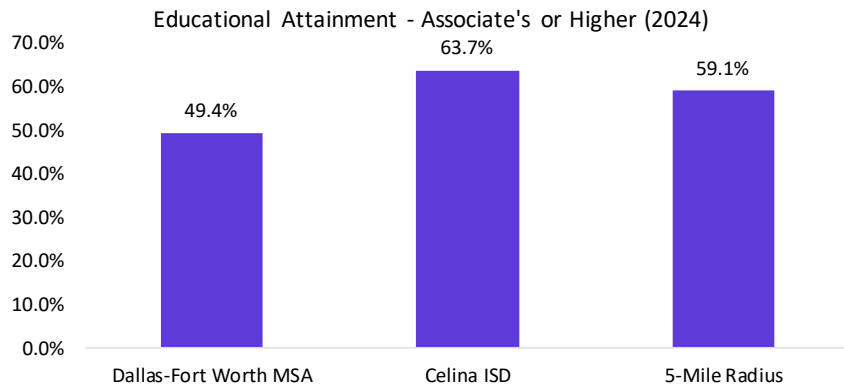
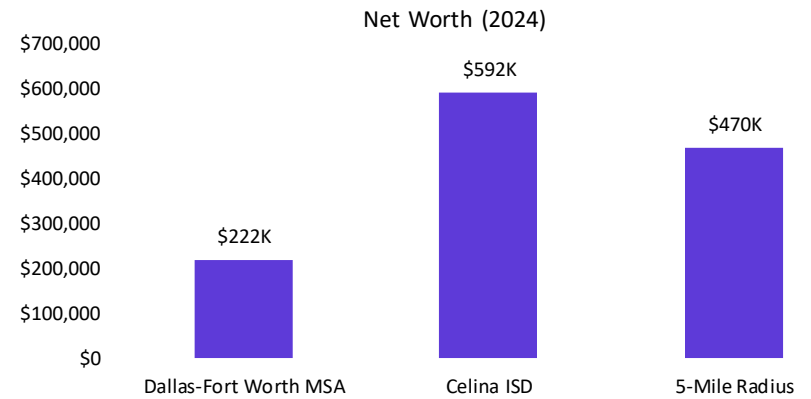
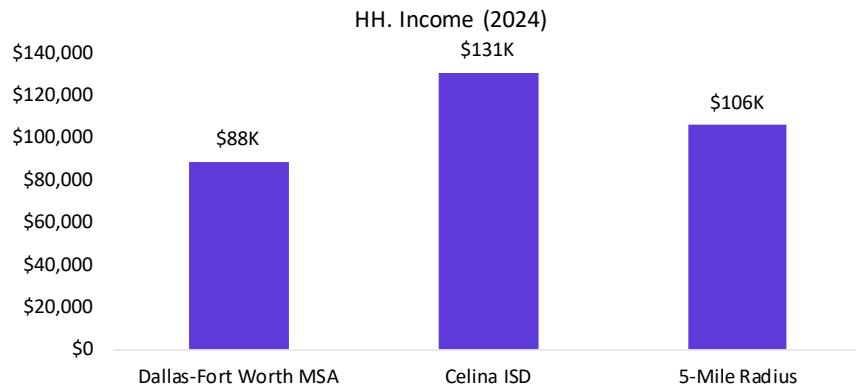
ESRI is projecting household growth of 4,169 new persons per year in the Celina ISD from 2024 through 2029. Although it represents a rapid 15.7% average annual growth rate, it may well be an underestimate. The Census estimates that the town of Celina (an area that largely overlaps the Celina ISD) added over 9,000 people from 2022-2023, making it the fastest growing city in the United States with a population over 20,000. The Celina Economic Development Corporation projects average annual growth of approximately 13,000 residents from 2024-2029 in the city limits.



Demographic Characteristics

Economic & Demographic Analysis

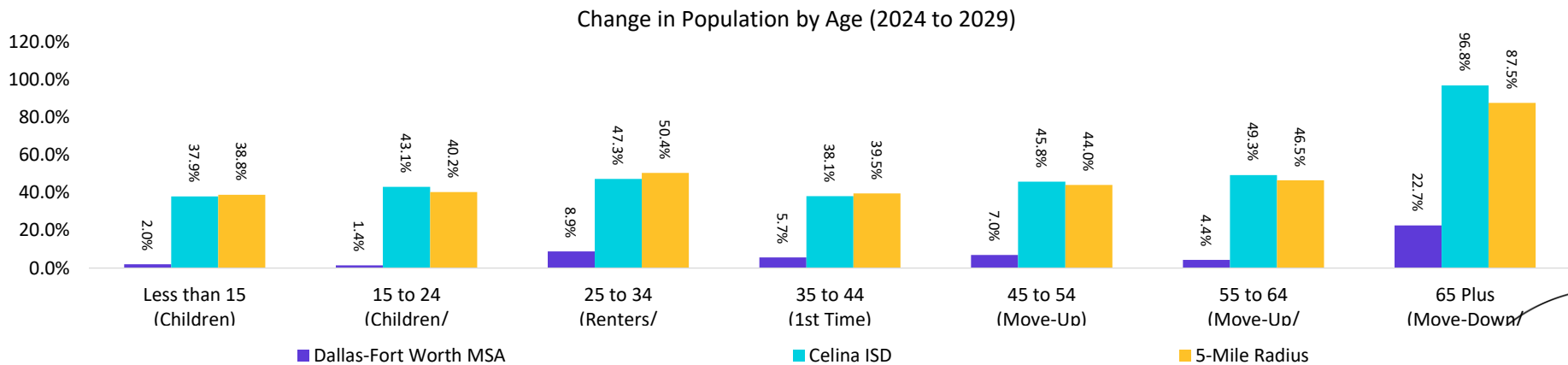
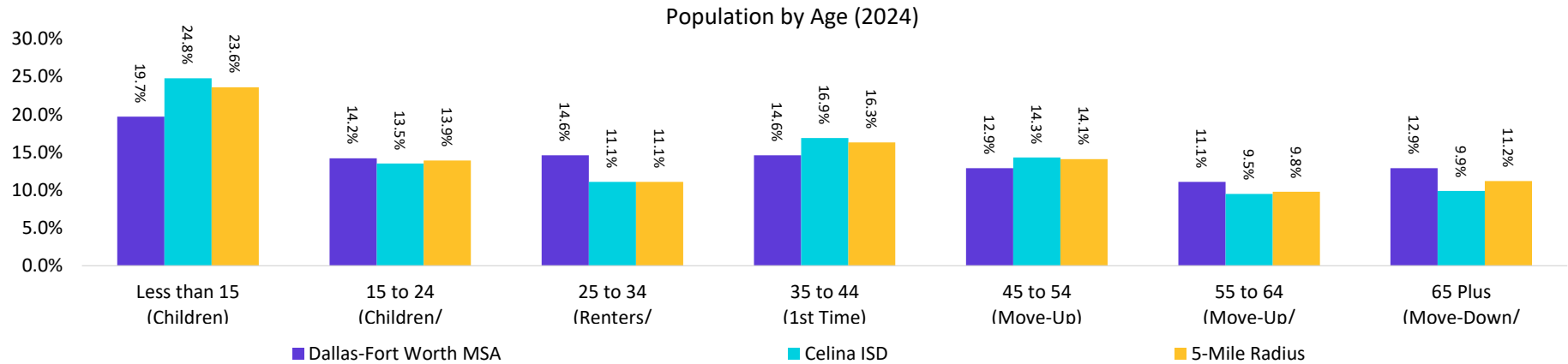
The median annual household income in the Celina ISD CMA (\$131,000) is 49% higher than the median annual household income across the Dallas-Ft. Worth MSA (\$88,000). The Celina ISD also boasts a high median net worth of \$592,000 and a high share of adults with at least associate's degrees (74%). Taken together, these are highly favorable demographics for new for-sale housing development.



Age Distributions

Economic & Demographic Analysis

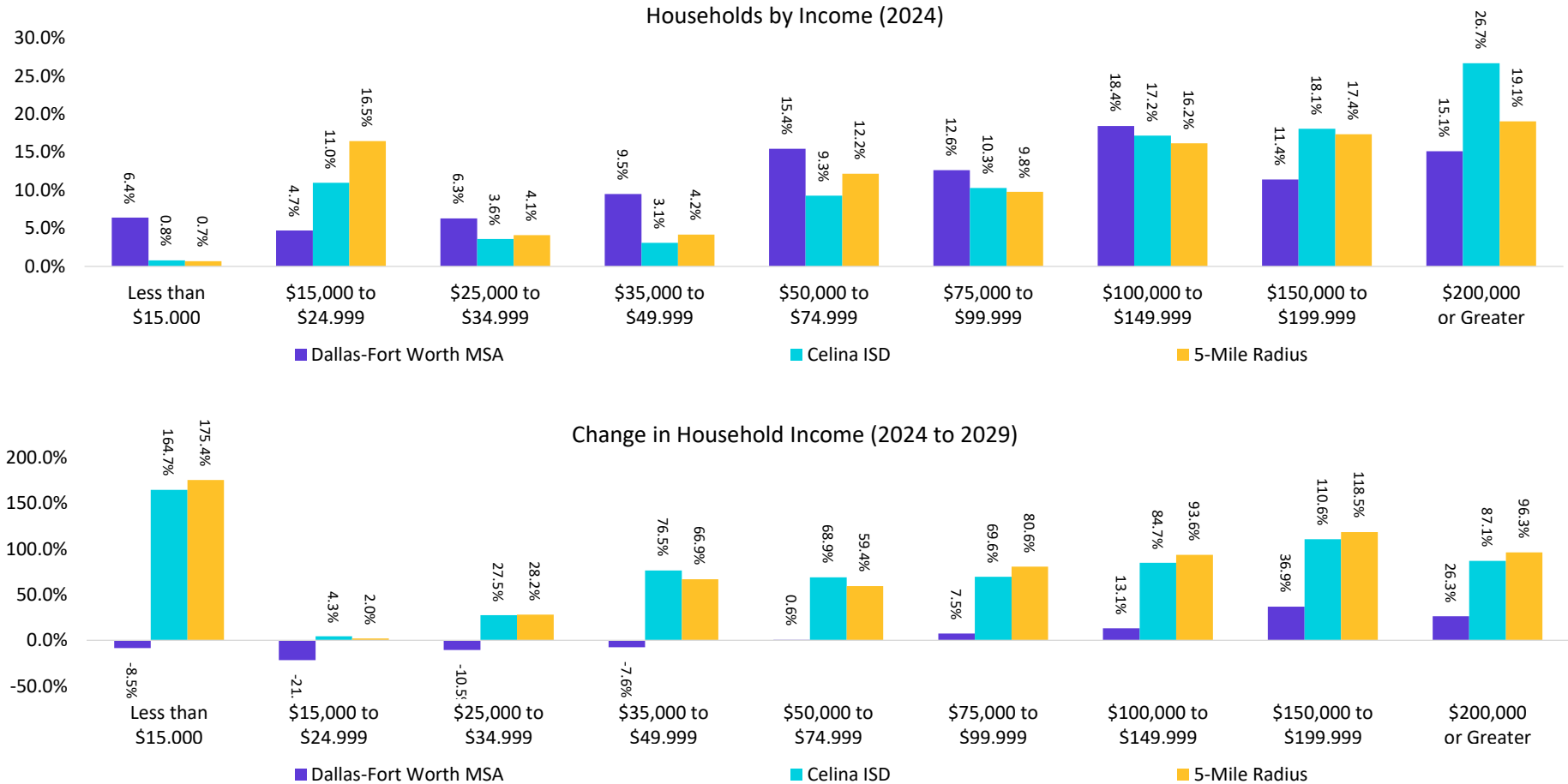
The distribution of population by age in the Celina ISD is similar to the Dallas-Ft. Worth MSA. However, ESRI expects that the population of those 55 and older will grow much faster in the Celina ISD than in the MSA. That should provide support for the active-adult components of the Subject Property.



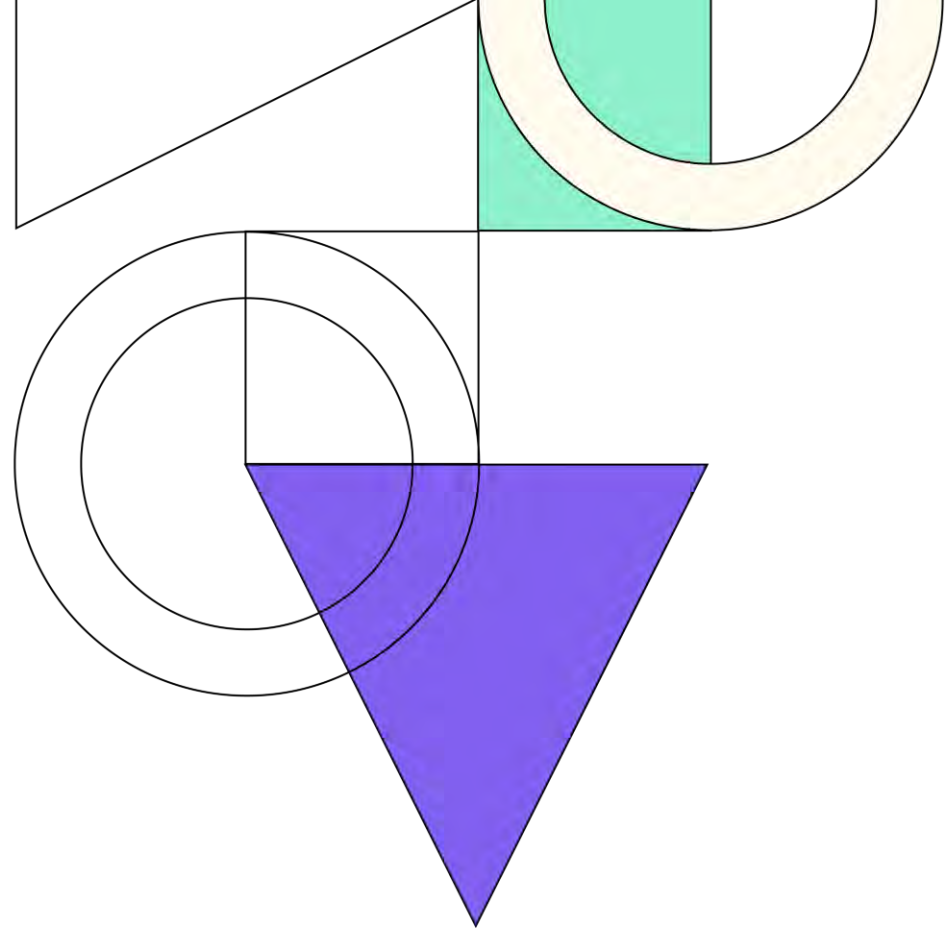
Income Distributions

Economic & Demographic Analysis

Nearly 63% of households in the CMA earn over \$100,000 per year, compared to 40% of households across the Dallas-Ft. Worth MSA. Based upon our pricing recommendations, households earning over \$100,000 per year will be the likely buyers at the Subject Property. The number of households in income segments above \$100,000 per year are expected to grow by 85% to 111% from 2024 to 2028.



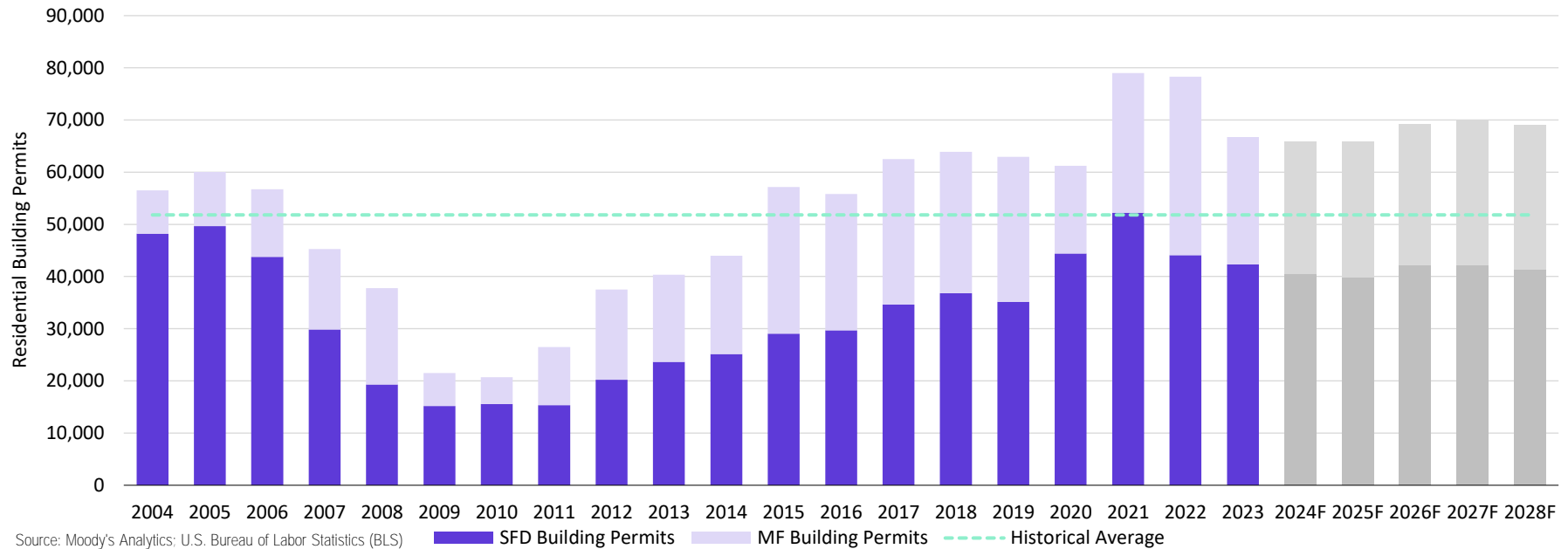
Housing Market Analysis



Building Permits

Housing Market Analysis

Moody's projects that building activity from 2024 through 2028 will persist above historical averages. Single-family permit issuance is projected to average approximately 41,000 permits per year, compared to an average of 33,000 permits per year from 2002 to 2023. Including multifamily permits, the Dallas-Ft Worth MSA is projected to permit approximately 68,000 housing units per year from 2024 through 2028.



Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Total Building Permits	43,994	57,146	55,800	62,524	63,893	62,955	61,222	78,997	78,325	66,716	65,828	65,825	69,274	70,011	68,977
Annual % Change	9.0%	29.9%	-2.4%	12.1%	2.2%	-1.5%	-2.8%	29.0%	-0.9%	-14.8%	-1.3%	0.0%	5.2%	1.1%	-1.5%
SFD Building Permits	25,126	29,038	29,703	34,604	36,832	35,160	44,415	52,224	44,076	42,343	40,553	39,803	42,188	42,082	41,345
Annual % Change	6.3%	15.6%	2.3%	16.5%	6.4%	-4.5%	26.3%	17.6%	-15.6%	-3.9%	-4.2%	-1.8%	6.0%	-0.3%	-1.8%
MF Building Permits	18,868	28,108	26,097	27,920	27,061	27,795	16,807	26,773	34,249	24,373	25,275	26,022	27,086	27,929	27,632
Annual % Change	12.9%	49.0%	-7.2%	7.0%	-3.1%	2.7%	-39.5%	59.3%	27.9%	-28.8%	3.7%	3.0%	4.1%	3.1%	-1.1%

New Housing Summary

Housing Market Analysis

There are 3,499 vacant lots in the Celina ISD as of 2Q24 and an additional 7,864 lots known to be under development. Most of the lots under development are in a relatively late stage of development and will likely be delivered in the next six months (including many at the Subject itself). Given that this exceeds the pace of annual starts (995), we expect the supply of VDL to increase over the near-term in the CMA.

2Q24 Activity Attached and Detached	Annual		Lot Delivery	New Housing Inventory				Vacant Developed Lots	Survey Stakes	Future Lots - Capital Improvement					Future Lots Vacant Land
	Starts	Closings		Finished/ Vacant	Under Construction	Models	Total			Equipment Onsite	Excavation	Street Paving	Streets Installed	Total	
Dallas-Fort Worth MSA	44,950	45,153	51,533	7,749	20,290	1,062	29,101	82,476	5	9,960	26,778	30,256	876	67,875	334,403
CMA	995	1,072	2,735	89	490	33	612	3,499	0	101	3,496	3,899	368	7,864	29,220
As a % of Dallas-Fort Worth MSA	2.2%	2.4%	5.3%	1.1%	2.4%	3.1%	2.1%	4.2%	0.0%	1.0%	13.1%	12.9%	0.0%	11.6%	8.7%
PAST			PRESENT				NEAR/MID-TERM					POTENTIAL FUTURE			

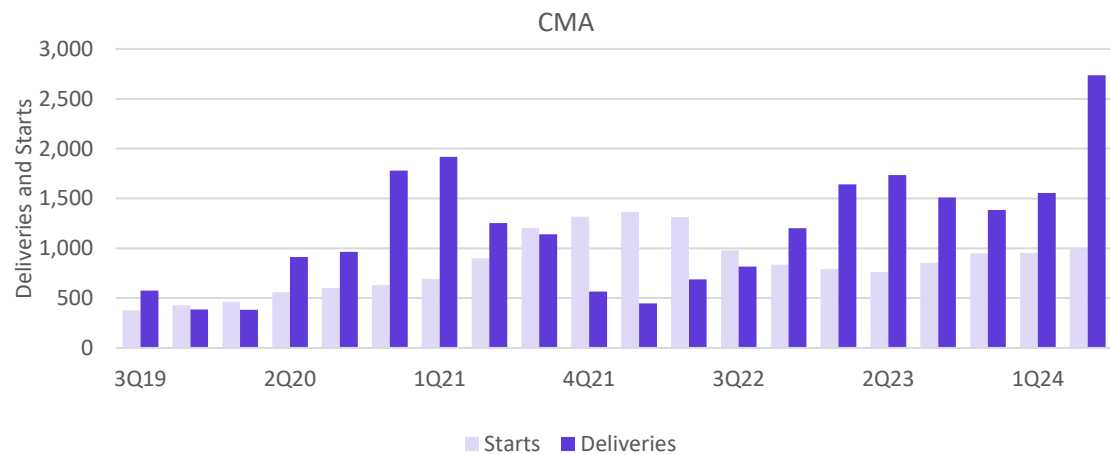
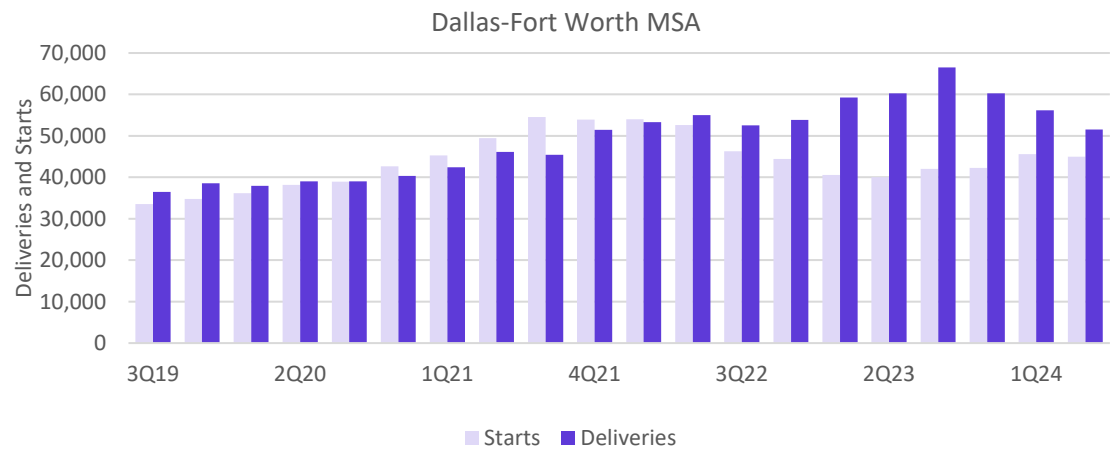
DEFINITIONS

- Annual Starts:** The number of homes started during the last four quarters. A “start” occurs when a slab or foundation is initiated.
- Annual Closings:** The # of homes closed during the last four quarters. A “closing” occurs when a home is moved into and occupied. Zonda tracks move-ins, as they are a better indicator of demand than deed deliveries.
- Models:** Must be fully finished, furnished and decorated.
- Finished Vacant:** Construction is complete, the site is clean, but there is no evidence of occupancy.
- Vacant Developed Lots:** Also referred to as “VDL” and “Finished Lots”; a lot on a recorded plat with streets and utilities in place, ready for construction of a new home.
- Future Lots:** Lots that are platted, but not yet developed.

Annual Lot Deliveries

Housing Market Analysis

The pace of annual lot deliveries has outpaced annual starts in the Dallas-Ft. Worth MSA in every quarter since 2Q22. Annual lots delivered outpaced annual starts by over 6,583 lots as of 2Q24 in the MSA. In the CMA, a similar trend has emerged with deliveries sharply exceeding starts over the last year (2,735 deliveries vs. 995 starts). This has caused the supply of VDL in the CMA to increase.

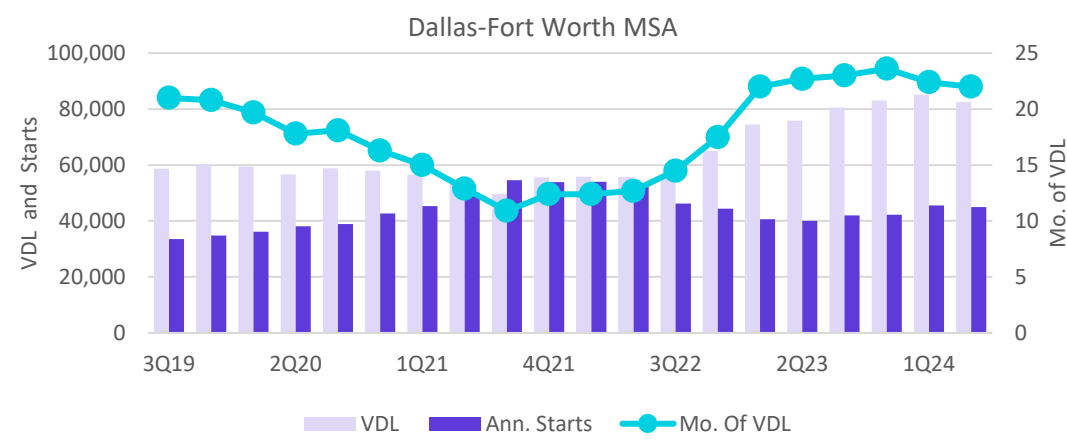


Quarter/ Year	Dallas-Fort Worth MSA			CMA		
	Ann. Lot Deliveries	Ann. Starts	Deliv. to Starts	Ann. Lot Deliveries	Ann. Starts	Deliv. to Starts
4Q20	40,380	42,639	(2,259)	1,778	631	1,147
1Q21	42,432	45,273	(2,841)	1,918	695	1,223
2Q21	46,168	49,428	(3,260)	1,254	901	353
3Q21	45,468	54,552	(9,084)	1,139	1,206	(67)
4Q21	51,469	53,947	(2,478)	567	1,316	(749)
1Q22	53,348	53,976	(628)	447	1,365	(918)
2Q22	54,981	52,599	2,382	688	1,314	(626)
3Q22	52,580	46,254	6,326	815	979	(164)
4Q22	53,853	44,455	9,398	1,203	835	368
1Q23	59,226	40,582	18,644	1,640	790	850
2Q23	60,239	40,052	20,187	1,735	761	974
3Q23	66,497	42,006	24,491	1,510	856	654
4Q23	60,257	42,237	18,020	1,386	949	437
1Q24	56,204	45,568	10,636	1,555	953	602
2Q24	51,533	44,950	6,583	2,735	995	1,740

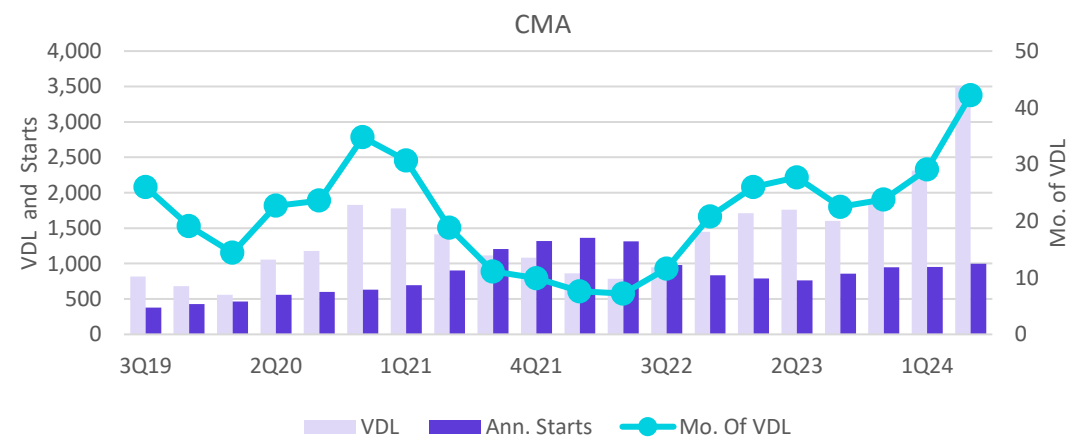
Vacant Developed Lots

Housing Market Analysis

As a result of the increase in lot deliveries, the supply of VDL increased in the CMA. In the CMA, the supply of VDL nearly doubled from 2Q23 to 2Q24. While starts are up significantly YOY, the months supply of VDL increased from 27.7 months in 2Q23 to 42.2 months in 2Q24. it should be noted that 44% of VDL is found in communities that opened in 1Q24 or 2Q24 (start activity will ramp up and reduce months of supply).



Source: Zonda

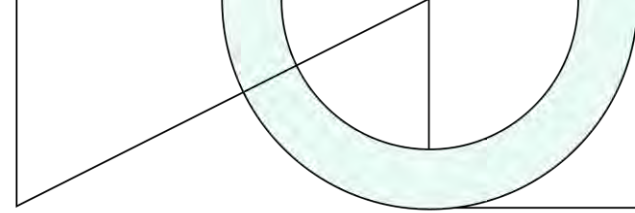


Source: Zonda

Quarter/ Year	Dallas-Fort Worth MSA			CMA		
	VDL	Ann. Starts	Mo. Of VDL	VDL	Ann. Starts	Mo. Of VDL
4Q20	58,062	42,639	16.3	1,830	631	34.8
1Q21	56,504	45,273	15.0	1,780	695	30.7
2Q21	53,324	49,428	12.9	1,411	901	18.8
3Q21	49,676	54,552	10.9	1,113	1,206	11.1
4Q21	55,584	53,947	12.4	1,081	1,316	9.9
1Q22	55,876	53,976	12.4	862	1,365	7.6
2Q22	55,706	52,599	12.7	785	1,314	7.2
3Q22	56,002	46,254	14.5	949	979	11.6
4Q22	64,982	44,455	17.5	1,449	835	20.8
1Q23	74,520	40,582	22.0	1,712	790	26.0
2Q23	75,893	40,052	22.7	1,759	761	27.7
3Q23	80,493	42,006	23.0	1,603	856	22.5
4Q23	83,002	42,237	23.6	1,886	949	23.8
1Q24	85,156	45,568	22.4	2,314	953	29.1
2Q24	82,476	44,950	22.0	3,499	995	42.2

New Home Starts & Closings by Base Price Range

Housing Market Analysis



Move-up buyers are the most common segment in the Celina ISD. Roughly 53% of annual starts in the CMA are priced from \$400,000 to \$599,000. The entry-level segment (under \$400,000) only accounts for 1.2% of annual starts). Our recommended base prices for the Subject Property (\$320,000 to \$758,000) target core price segments in the CMA and an underserved entry-level segment.

Price Range Distribution of Starts and Vacant Developed Lots (VDLs)

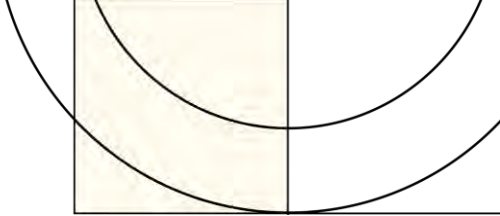
Quarter	\$0 to	\$250,000 to	\$300,000 to	\$350,000 to	\$400,000 to	\$500,000 to	\$600,000 to	\$700,000	
and Year	\$249,000	\$299,000	\$349,000	\$399,000	\$499,000	\$599,000	\$699,000	And Over	Total

ATTACHED/DETACHED PRODUCT - DALLAS-FORT WORTH MSA

VDL - Mo. Of Supply	20.5	13.3	19.4	21.1	23.5	25.2	20.5	22.1	21.5
STARTS - 2Q24	801	3,143	6,586	7,919	11,129	6,177	3,988	4,621	44,364
% Distribution	1.8%	7.1%	14.8%	17.9%	25.1%	13.9%	9.0%	10.4%	100.0%
VDL - 2Q24	1,369	3,485	10,662	13,906	21,776	12,995	6,829	8,500	79,522
% Distribution	1.7%	4.4%	13.4%	17.5%	27.4%	16.3%	8.6%	10.7%	100.0%

ATTACHED/DETACHED PRODUCT - CMA

VDL - Mo. Of Supply	-	-	-	416.0	22.7	29.6	35.6	23.6	42.3
STARTS - 2Q24	0	0	0	12	145	374	298	155	984
% Distribution	0.0%	0.0%	0.0%	1.2%	14.7%	38.0%	30.3%	15.8%	100.0%
VDL - 2Q24	0	146	517	416	274	924	884	305	3,466
% Distribution	0.0%	4.2%	14.9%	12.0%	7.9%	26.7%	25.5%	8.8%	100.0%



New Home Starts & Closings by Lot Width Range

Housing Market Analysis

50’ and 60’ wide lots account for the bulk of new home starts in the CMA. Together, these lot size segments made up 71% of starts in the CMA from 3Q23 through 2Q24. The 40’ to 44’ wide segment accounted for 12.8% of starts over the same period. All of these segments have a VDL months supply of less than 20 in the MSA, indicating undersupply. In the CMA, both the 40’-44’ and 50’-54’ wide segments are oversupplied with a VDL months supply over 24. VDL supplies may increase over the near term as more lots at the Subject Property and other recently opened master-planned communities (North Sky, Uptown Celina) deliver. However, as home starts at these communities begin in earnest, we expect the VDL months supply metric will move toward balance.

Lot Size Range Distribution of Starts and Vacant Developed Lots (VDLs)

Quarter and Year	Under 40' Wide	40' to 44' Wide	45' to 49' Wide	50' to 59' Wide	60' to 69' Wide	70' to 79' Wide	80' to 89' Wide	Over 90' Wide	Total
---------------------	-------------------	--------------------	--------------------	--------------------	--------------------	--------------------	--------------------	------------------	-------

ATTACHED/DETACHED PRODUCT - DALLAS-FORT WORTH MSA

VDL - Mo. Of Supply	30.5	16.6	15.7	15.6	17.8	17.9	35.0	52.2	19.9
STARTS - 2Q24	3,332	5,545	1,415	20,053	7,817	2,571	751	2,643	44,127
% Distribution	7.6%	12.6%	3.2%	45.4%	17.7%	5.8%	1.7%	6.0%	100.0%
VDL - 2Q24	8,473	7,671	1,848	26,072	11,606	3,833	2,191	11,494	73,188
% Distribution	11.6%	10.5%	2.5%	35.6%	15.9%	5.2%	3.0%	15.7%	100.0%

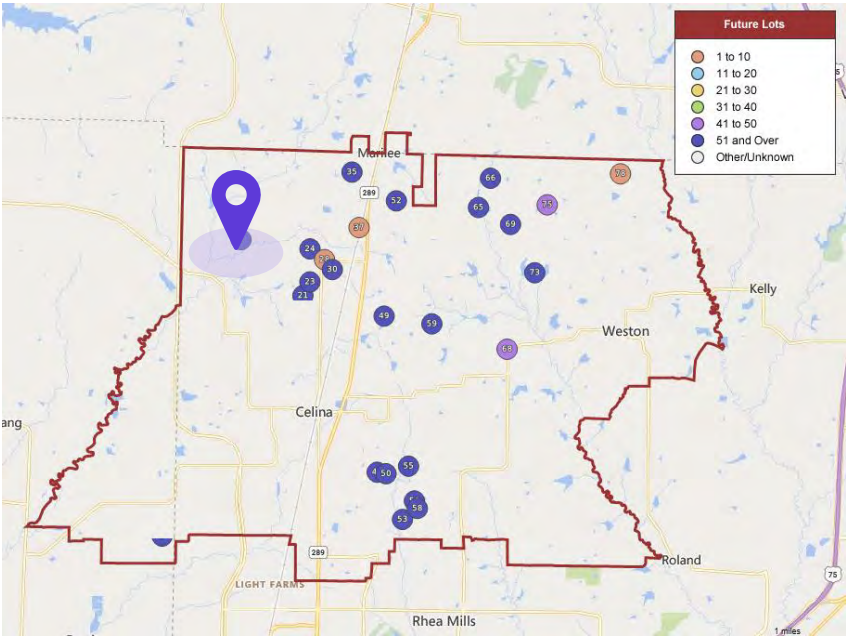
ATTACHED/DETACHED PRODUCT - CMA

VDL - Mo. Of Supply	23.3	67.8	0.9	37.9	13.8	10.3	-	61.9	31.8
STARTS - 2Q24	70	127	38	377	331	14	0	38	995
% Distribution	7.0%	12.8%	3.8%	37.9%	33.3%	1.4%	0.0%	3.8%	100.0%
VDL - 2Q24	136	718	3	1,190	381	12	0	196	2,636
% Distribution	5.2%	27.2%	0.1%	45.1%	14.5%	0.5%	0.0%	7.4%	100.0%

Location of CMA Future Lot Supply

Housing Market Analysis

A total of 37,084 undeveloped lots received either preliminary or final approval in the CMA. Of this total, 7,864 lots (21.2% of total lots) are showing some physical signs of development activity (stakes, equipment, excavation, paving, streets, etc.). The lots under development will likely be delivered over the next three to four quarters. Due to mass site grading, the majority (68%) of the lots under development are in the Subject Property itself.



Map Key	Community	Developer	Lots Under Development	"Paper" Lots	Total Future Lots
7	Legacy Hills (Celina)	Centurion American Development, Dynavest	5358	1,173	6,531
4	Green Meadows (Celina)	Tomlin Investments	458	4,501	4,959
49	Ramble	Hillwood Communities	0	4,000	4,000
35	Razor Ranch	NA	0	3,800	3,800
59	Rainwater Crossing (Celina)	HFI Celina Realty, Hillwood Communities	0	2,500	2,500
12	UpTown Celina / The Ranch at Uptown	Rockhill Capital & Investments	240	2,040	2,280
55	Parks at Wilson Creek	Cambridge Company, Inc	331	1,811	2,142
65	LaUna (Huffines Carter)	NA	0	1,622	1,622
1	Creekview Meadows (Pilot Point)	Centurion American Development	0	1,475	1,475
5	Cambridge Crossing (Celina)	Cambridge Company, Inc	100	1,121	1,221
66	Serenade (Huffines Bray)	NA	0	1,083	1,083
30	Hubbard Tract	NA	0	764	764
50	Cross Creek Meadows (Celina)	Celina Land Development	0	672	672
23	North Sky Celina	Corson Cramer Development	0	461	461
31	Northside at Rollertown	Rockhill Capital & Investments	286	159	445
6	Uptown Celina / La Terra	Point Land & Development	367	0	367
58	Ten Mile Creek (Celina)	Corson Cramer Development	102	254	356
69	Windchime Addition (Celina)	NA	0	353	353
46	Central Park Villas	Chapel Creek Partners	0	342	342
53	Wilson Creek Meadows	Contrast Development	215	0	215
24	Huddleston	NA	0	212	212
21	North Sky TH (Ariana Tract)	Corson Cramer Development	0	200	200
17	Uptown Celina/ Townhomes	Rockhill Capital & Investments	200	0	200
36	Glory Villas	NA	0	152	152
22	Cottages, The (Celina)	NA	0	102	102
73	Golden Ranches West	NA	0	96	96
8	Legacy Townhomes (Celina)	NA	0	90	90
3	Estates on Legacy (Celina)	NA	0	74	74
29	Northside at Rollertown Duplexes	Ryan Griffin	56	0	56
52	Estates at Bonita Lake, The	NA	0	54	54
20	Celina Duplex Addition	NA	0	48	48
75	Country Estates (Celina)	Land & Roots Tx Land Development Group	44	0	44
68	Celina Estates Addn.	Thakkar Developers	0	43	43
37	Preston 450	NA	0	10	10
28	North Preston Lakes Estates	NA	0	8	8
78	Hills of Lone Star	Lone Star Partners	7	0	7
			7,864	29,220	37,084

Most Active Subdivisions

Housing Market Analysis

The top selling new communities in the Dallas-Ft. Worth MSA closed between 330 and 858 homes from 3Q23 through 2Q24. Most communities offer product across multiple builders, lot sizes, and price points. The projected peak annual absorption of the Subject Property (737 sales per year) would rank as the second most active community in the Dallas-Ft. Worth MSA based on annual closings through 2Q24. In previous years, certain communities have exceeded 1,000 closings (including Silverado).

Subdivision Absorption Ranking (Top 25) Dallas - Ft. Worth Market Summary

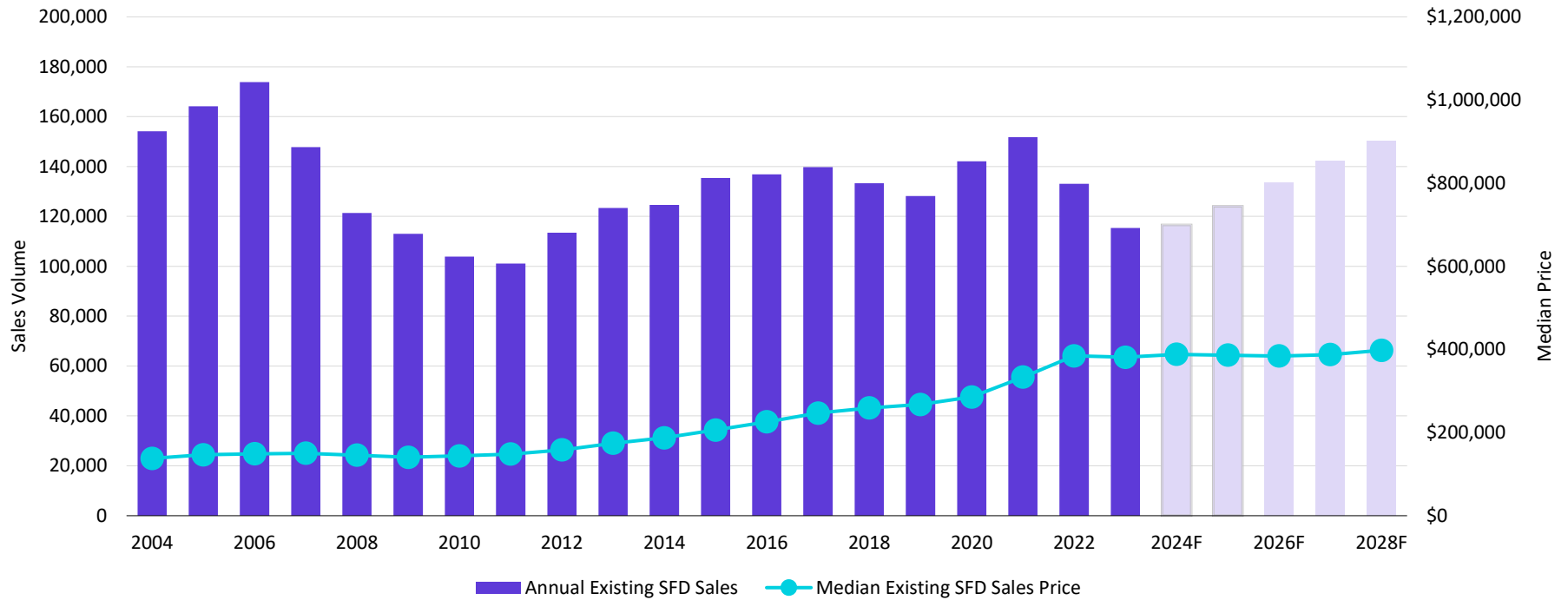
Starts Rank	Subdivision / Community* Name	Housing Type	Active Builders	Price Range (in thousands)	Annual Starts	Annual Closings	Market Area
1	Silverado*	Single Family	1	\$306-\$485	736	858	Dal/Northeast
2	Painted Tree*	Mixed	10	\$300-\$990	676	407	Dal/Northeast
3	Bridgewater (Collin Co)*	Single Family	1	\$234-\$480	590	464	Dal/Northeast
4	Elevon*	Single Family	7	\$294-\$548	486	363	Dal/Outer East
5	Lakehaven (Farmersville)	Single Family	2	\$250-\$474	423	191	Dal/Northeast
6	Sutton Fields*	Single Family	5	\$260-\$770	416	300	Dal/Northeast
7	Honey Creek*	Single Family	1	\$278-\$643	413	471	Dal/Northeast
8	Harvest*	Mixed	9	\$341-\$1,436	396	346	Dal/Northeast
9	Devonshire*	Mixed	11	\$289-\$698	385	279	Dal/Outer East
10	Tillage Farms*	Single Family	1	\$189-\$300	384	323	Dal/Northeast
11	Windsong Ranch*	Mixed	13	\$400-\$2,468	383	472	Dal/Northeast
12	Madero*	Single Family	3	\$283-\$640	379	216	Dal/Outer Northwest
13	Spiritas Ranch*	Single Family	7	\$350-\$705	361	100	Dal/Northeast
14	Solterra*	Mixed	13	\$300-\$663	334	98	Dal/East
15	Eastridge*	Single Family	2	\$311-\$600	333	396	Dal/Northeast
16	Eastland	Single Family	1	\$209-\$400	327	136	Dal/Outer East
17	Trinity Falls*	Mixed	6	\$300-\$1,081	324	321	Dal/Northeast
18	Gateway Parks*	Single Family	9	\$288-\$600	309	323	Dal/Outer East
19	Anacapi*	Single Family	1	\$389-\$639	304	122	Dal/Northeast
20	Sandbrock Ranch*	Single Family	4	\$412-\$902	302	313	Dal/Northeast
21	Whitewing Trails*	Single Family	4	\$285-\$600	298	242	Dal/Northeast
22	Pecan Square*	Mixed	7	\$300-\$1,026	296	338	Dal/Outer Northwest
23	Walden Pond*	Single Family	4	\$240-\$500	293	119	Dal/Outer East
24	Union Park*	Single Family	4	\$280-\$745	290	377	Dal/Northeast
25	Mustang Lakes*	Single Family	11	\$375-\$2,082	286	330	Dal/Northeast
Totals					9,724	7,905	

Source: Zonda

Existing Home Prices

Housing Market Analysis

Moody's is currently projecting a slight decline in the median price of an existing home in the Dallas-Ft. Worth metro area over the next three years. In 2027, they expect the median price of an existing home to be \$387,354, a 0.2% decrease from 2024. However, they expect the median price to increase by 2.7% in 2028 to \$397,880. Sales of existing homes are projected to rise steadily through 2028.



Source: National Association of Realtors (NAR); Zonda Price Forecast; Moody's Analytics Sales Forecast

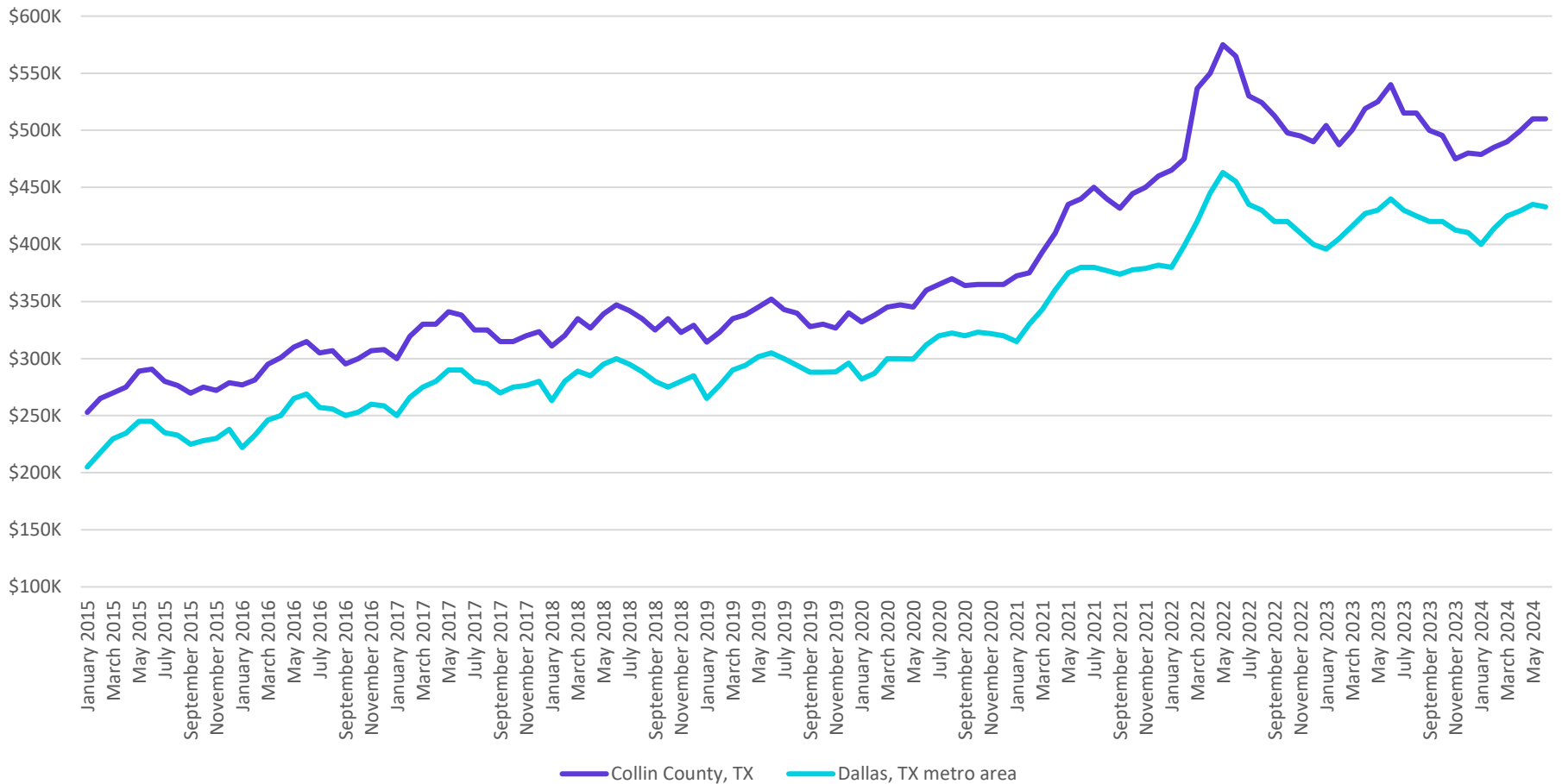
Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Annual Existing SFD Sales	124,550	135,387	136,855	139,797	133,330	128,203	142,047	151,763	133,025	115,315	116,591	124,032	133,550	142,180	150,126
Annual % Change	1.0%	8.7%	1.1%	2.1%	-4.6%	-3.8%	10.8%	6.8%	-12.3%	-13.3%	1.1%	6.4%	7.7%	6.5%	5.6%
Median Existing SFD Sales Price	\$187,341	\$205,941	\$225,834	\$246,688	\$259,014	\$267,349	\$285,567	\$333,442	\$384,528	\$381,074	\$388,103	\$386,026	\$384,195	\$387,354	\$397,880
Annual % Change	7.5%	9.9%	9.7%	9.2%	5.0%	3.2%	6.8%	16.8%	15.3%	-0.9%	1.8%	-0.5%	-0.5%	0.8%	2.7%

Monthly Existing Home Prices

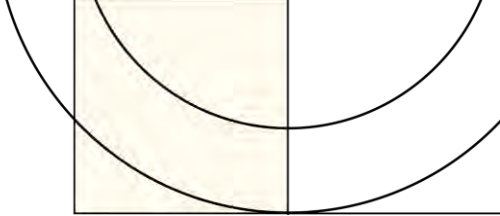
Housing Market Analysis

Data from Redfin appears to indicate that home prices have stabilized in the Dallas metro area and in Collin County. Prices had been trending downward (from approximately June 2023 to January 2024). However, they have recovered since then. As of June 2024, the median sale price in Collin County was \$510,000, up 6.5% from January 2024 (down 5.6% YOY).



MSA New Home Price Trends

Housing Market Analysis



New home prices are stable to slightly increasing across the Metroplex. Zonda’s assessment of “same store” floorplan pricing levels at active builder programs across the market shows that prices are stable or moving higher in most communities. The following table shows the percentage of tracked floorplans by base price direction for the past three months and between July 2023 and July 2024:

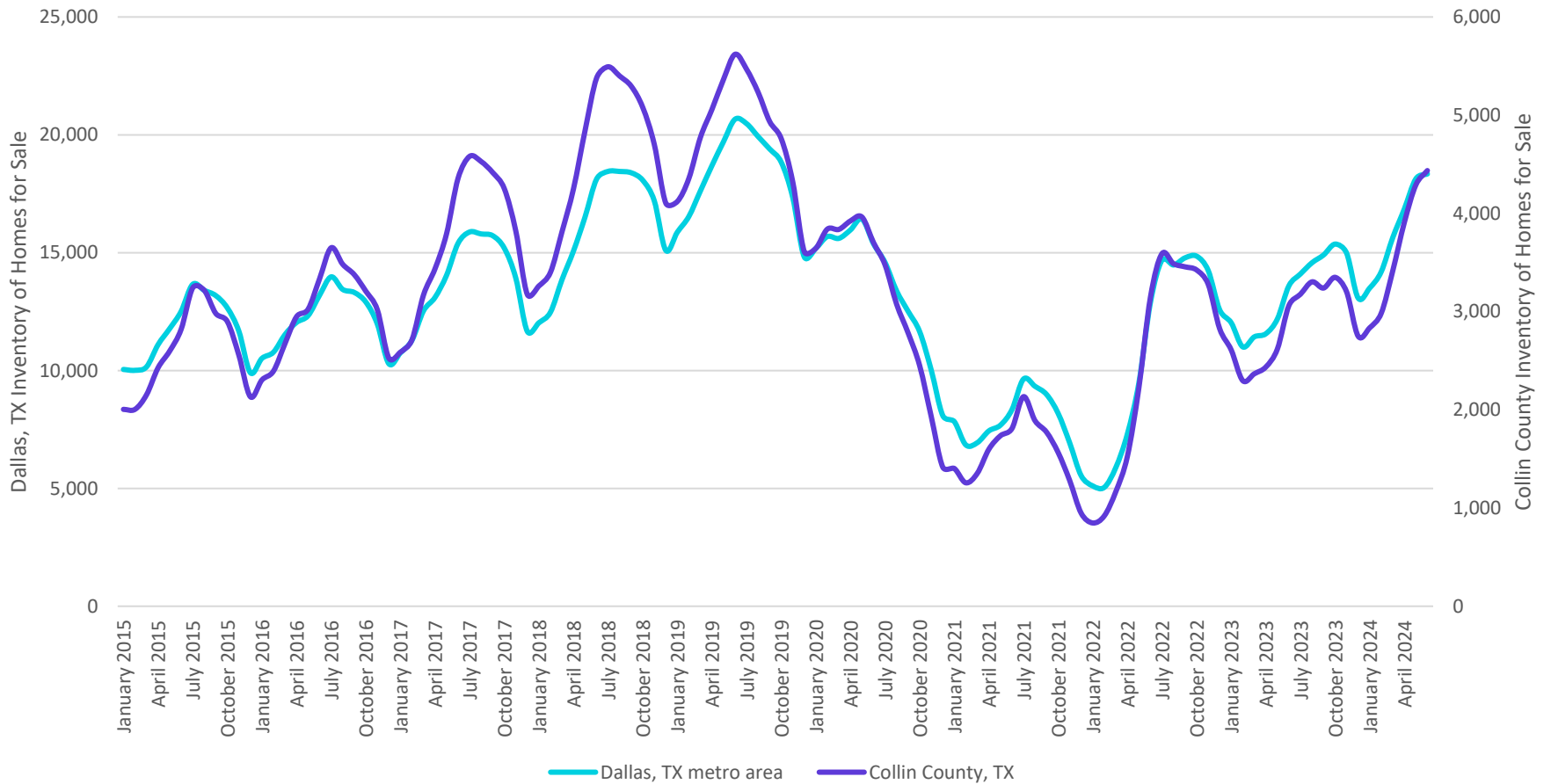
Price Direction	5/24 vs. 4/24	6/24 vs. 5/24	7/24 vs. 6/24	7/24 vs. 7/23
Increase	40%	25%	21%	68%
Flat	56%	67%	71%	11%
Decrease	4%	8%	9%	21%
Avg. \$ Change	0.3%	0.1%	-0.1%	1.6%
Floorplans	3,507	2,869	2,577	1,999

Prices are up an average of 1.6% between July 2023 and July 2024 with over 92% of tracked floorplans holding prices steady or increasing prices in each of the past two months.

Inventory of Homes for Sale

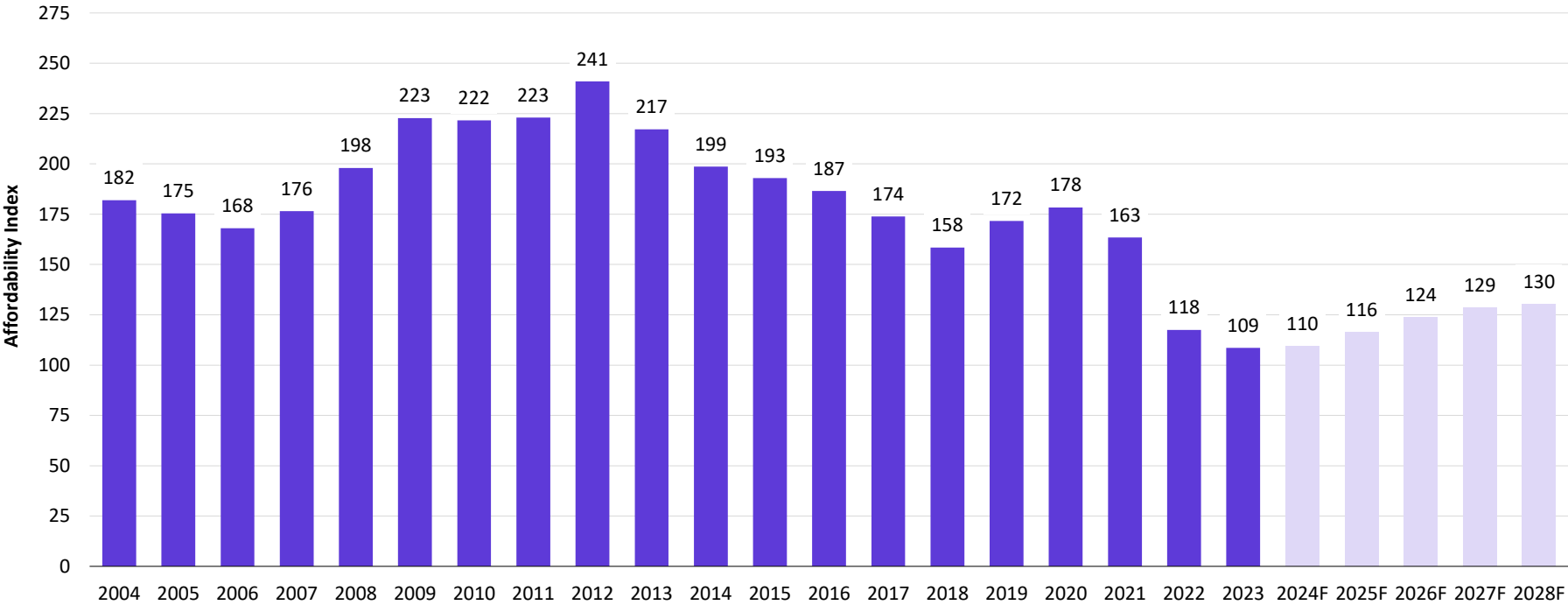
Housing Market Analysis

The inventory of homes for sale and listed on the MLS rose sharply over the last six months and now stands at its highest levels in nearly five years. However, each listing is currently selling in an average of 37 days in both Collin County and the Dallas metro area, down from 54 to 57 days in January 2024 and below the 38 to 42 days in June 2019 (pre-pandemic).



Affordability
Housing Market Analysis

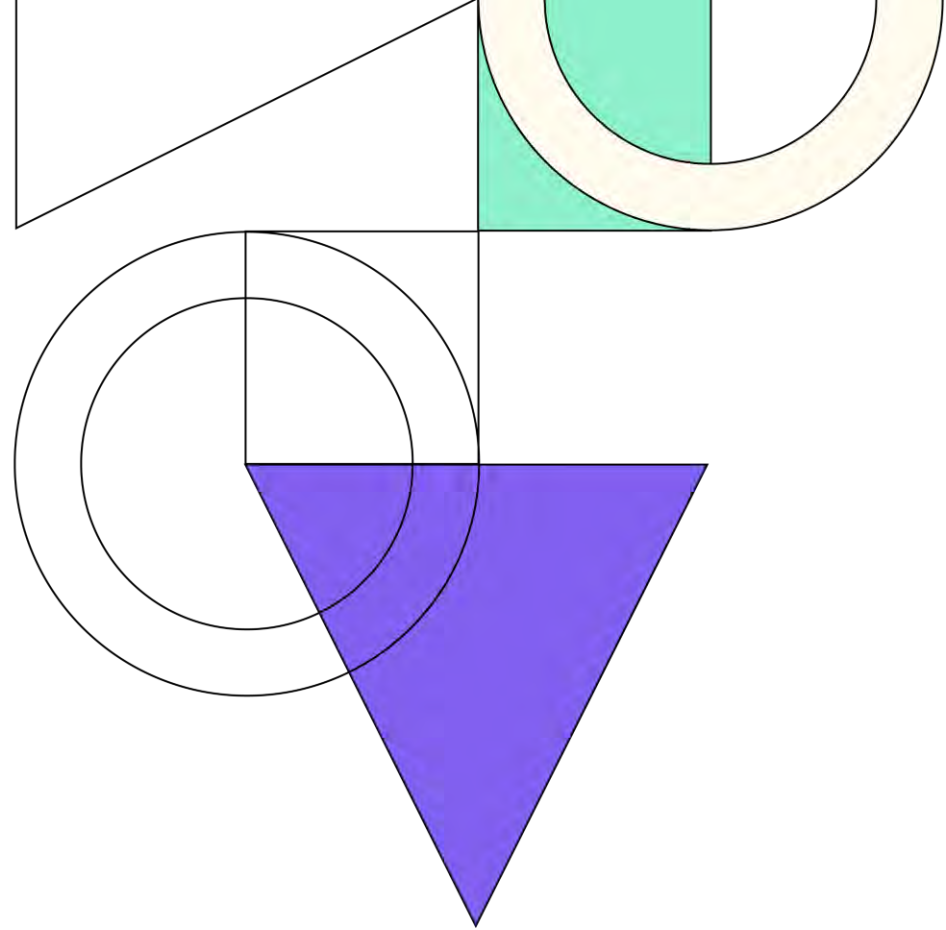
Rapidly rising home prices during and after the pandemic coupled with mortgage rate increases in 2022 have reduced housing affordability to record lows in the Dallas-Ft. Worth MSA. Moody’s estimates that in 2024, a household with the median income has 110% of the necessary income to purchase the median-priced home in the MSA. That is down from 163% in 2021. However, with the Fed’s rate cycle hike likely past its peak, interest rates could continue to decline, improving affordability.



Source: Moody's Analytics; National Association of Realtors (NAR)

Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

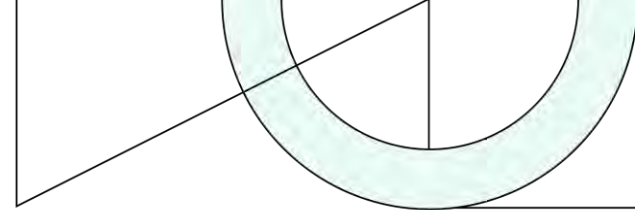
Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Affordability Index	198.6	193.0	186.6	173.9	158.5	171.6	178.4	163.5	117.5	108.5	109.5	116.4	123.6	128.6	130.4



Appendix

Recommended Subject Property Detail – 40' Wide Lots

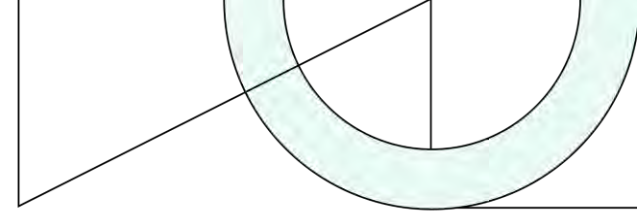
Appendix



							Mo.	— Incentives —			— Typical Spending —		Estimated	Est.	— Pymt Impacting —			80.0%	30.0%
Subject Property		Size					Sales	Base	Price	Options/	Options /	Lot	Closing	Closing	Mo.	Base	Addl	7.0%	Qualifying
Product Details		Mix	(SF)	Bd/Ba	Level	Pkg	Pace	Price	Reduction	Upgrades	Upgrades	Premiums	Price	\$/SF	HOA	Tax	Taxes	Mo.Pmt.	Income
A ASHTON WOODS 40' ASHTON WOODS LEGACY HILLS CELINA																			
Product:	Single Family	73	1,534	3/2	1	2	2.8	\$368,400	\$7,400	\$0	\$22,100	\$3,700	\$386,800	\$252	\$60	2.5%	0.30%	\$3,022	\$120,898
Configuration:	Detached	73	1,589	3/2	1	2		\$373,500	\$7,500	\$0	\$22,400	\$3,700	\$392,100	\$247	\$60	2.5%	0.30%	\$3,062	\$122,469
Lot Dimension:	40X120	73	2,069	4/2.5	1	2		\$417,500	\$8,400	\$0	\$25,100	\$4,200	\$438,400	\$212	\$60	2.5%	0.27%	\$3,405	\$136,184
Total Units:	507	73	2,191	3/2.5	2	2		\$428,700	\$8,600	\$0	\$25,700	\$4,300	\$450,100	\$205	\$60	2.5%	0.26%	\$3,491	\$139,650
		73	2,282	4/2.5	2	2		\$437,100	\$8,700	\$0	\$26,200	\$4,400	\$459,000	\$201	\$60	2.5%	0.26%	\$3,557	\$142,286
		73	2,546	5/4	2	2	\$461,300	\$9,200	\$0	\$27,700	\$4,600	\$484,400	\$190	\$60	2.5%	0.24%	\$3,745	\$149,811	
		73	2,780	5/4	2	2	\$482,800	\$9,700	\$0	\$29,000	\$4,800	\$506,900	\$182	\$60	2.5%	0.23%	\$3,912	\$156,476	
		507	2,142				2.8	\$424,186	\$8,500	\$0	\$25,457	\$4,243	\$445,386	\$208	\$60	2.5%	0.3%	\$3,456	\$138,253
B DEL WEBB 40' DEL WEBB LEGACY HILLS CELINA																			
Product:	Single Family	74	1,229	2/2	1	2	2.8	\$330,500	\$13,200	\$0	\$29,700	\$3,300	\$350,300	\$285	\$60	2.5%	0.34%	\$2,752	\$110,086
Configuration:	Detached	75	1,350	2/2	1	2		\$341,600	\$13,700	\$0	\$30,700	\$3,400	\$362,000	\$268	\$60	2.5%	0.32%	\$2,839	\$113,552
Lot Dimension:	40X120	75	1,409	2/2	1	2		\$347,000	\$13,900	\$0	\$31,200	\$3,500	\$367,800	\$261	\$60	2.5%	0.32%	\$2,882	\$115,270
Total Units:	444	75	1,645	2/2	1	2		\$368,600	\$14,700	\$0	\$33,200	\$3,700	\$390,800	\$238	\$60	2.5%	0.30%	\$3,052	\$122,083
		75	1,909	2/2	1	2		\$392,800	\$15,700	\$0	\$35,400	\$3,900	\$416,400	\$218	\$60	2.5%	0.28%	\$3,242	\$129,667
		75	1,919	2/2	1	2	\$393,800	\$15,800	\$0	\$35,400	\$3,900	\$417,300	\$217	\$60	2.5%	0.28%	\$3,248	\$129,934	
		444	1,578				2.8	\$362,454	\$14,503	\$0	\$32,606	\$3,617	\$384,175	\$244	\$60	2.5%	0.3%	\$3,003	\$120,121
C MATTAMY 40' MATTAMY HOMES LEGACY HILLS CELINA																			
Product:	Single Family	15	1,675	3/2	1	2	2.5	\$401,400	\$8,000	\$0	\$24,100	\$4,000	\$421,500	\$252	\$60	2.5%	0.28%	\$3,279	\$131,178
Configuration:	Detached	16	1,733	3/2	1	2		\$406,700	\$8,100	\$0	\$24,400	\$4,100	\$427,100	\$246	\$60	2.5%	0.28%	\$3,321	\$132,837
Lot Dimension:	40X120	16	1,782	3/2.5	1	2		\$411,200	\$8,200	\$0	\$24,700	\$4,100	\$431,800	\$242	\$60	2.5%	0.27%	\$3,356	\$134,229
Total Units:	184	16	2,347	4/2.5	2	2		\$463,000	\$9,300	\$0	\$27,800	\$4,600	\$486,100	\$207	\$60	2.5%	0.24%	\$3,758	\$150,314
		16	2,588	4/2.5	2	2		\$485,100	\$9,700	\$0	\$29,100	\$4,900	\$509,400	\$197	\$60	2.5%	0.23%	\$3,930	\$157,216
		16	2,859	4/2.5	2	2	\$510,000	\$10,200	\$0	\$30,600	\$5,100	\$535,500	\$187	\$60	2.5%	0.22%	\$4,124	\$164,948	
		184	2,169				2.5	\$446,705	\$8,926	\$0	\$26,812	\$4,472	\$469,062	\$216	\$60	2.5%	0.3%	\$3,632	\$145,267

Recommended Subject Property Detail – 40' Wide Lots

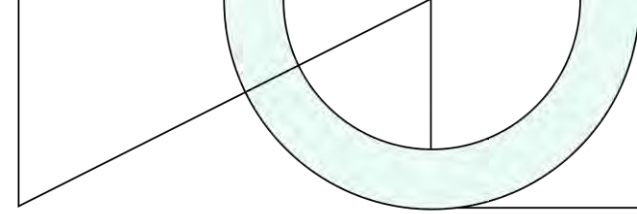
Appendix



Subject Property		Size					Mo. Sales	Incentives			Typical Spending		Estimated	Est.	Pymt Impacting			80.0%	30.0%
Product Details		Mix	(SF)	Bd/Ba	Level	Pkg	Pace	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
D	PULTE 40' PULTE LEGACY HILLS CELINA																		
Product:	Single Family	107	2,115	3/3	1	2	2.5	\$444,990	\$8,900	\$0	\$31,100	\$4,400	\$471,590	\$223	\$60	2.5%	0.25%	\$3,650	\$146,016
Configuration:	Detached	107	2,146	3/2.5	2	2		\$449,990	\$9,000	\$0	\$31,500	\$4,500	\$476,990	\$222	\$60	2.5%	0.25%	\$3,690	\$147,615
Lot Dimension:	40X120	107	2,175	3/2.5	2	2		\$451,990	\$9,000	\$0	\$31,600	\$4,500	\$479,090	\$220	\$60	2.5%	0.25%	\$3,706	\$148,238
Total Units:	425	107	2,450	4/3	2	2		\$480,990	\$9,600	\$0	\$33,700	\$4,800	\$509,890	\$208	\$60	2.5%	0.23%	\$3,934	\$157,361
		425	2,222				2.5	\$456,990	\$9,125	\$0	\$31,975	\$4,550	\$484,390	\$218	\$60	2.5%	0.2%	\$3,745	\$149,808
E	D.R. HORTON 40' D.R. HORTON LEGACY HILLS CELINA																		
Product:	Single Family	48	1,333	3/2	1	2	4.0	\$320,000	\$6,400	\$0	\$0	\$2,400	\$316,000	\$237	\$60	2.5%	0.37%	\$2,498	\$99,925
Configuration:	Detached	49	1,440	3/2	1	2		\$329,800	\$6,600	\$0	\$0	\$2,500	\$325,700	\$226	\$60	2.5%	0.36%	\$2,570	\$102,799
Lot Dimension:	40X120	49	1,449	3/2	1	2		\$330,600	\$6,600	\$0	\$0	\$2,500	\$326,500	\$225	\$60	2.5%	0.36%	\$2,576	\$103,036
Total Units:	432	49	1,570	3/2	1	2		\$341,700	\$6,800	\$0	\$0	\$2,600	\$337,500	\$215	\$60	2.5%	0.35%	\$2,657	\$106,294
		49	1,733	4/2	1	2		\$356,700	\$7,100	\$0	\$0	\$2,700	\$352,300	\$203	\$60	2.5%	0.33%	\$2,767	\$110,679
		49	1,820	4/2	1	2		\$364,700	\$7,300	\$0	\$0	\$2,700	\$360,100	\$198	\$60	2.5%	0.33%	\$2,825	\$112,989
		49	2,084	4/2.5	2	2		\$388,900	\$7,800	\$0	\$0	\$2,900	\$384,000	\$184	\$60	2.5%	0.31%	\$3,002	\$120,069
		49	2,367	4/2.5	2	2		\$414,900	\$8,300	\$0	\$0	\$3,100	\$409,700	\$173	\$60	2.5%	0.29%	\$3,192	\$127,682
		49	2,532	5/3	2	2		\$430,000	\$8,600	\$0	\$0	\$3,200	\$424,600	\$168	\$60	2.5%	0.28%	\$3,302	\$132,096
		432	1,815				4.0	\$364,245	\$7,280	\$0	\$0	\$2,734	\$359,699	\$198	\$60	2.5%	0.3%	\$2,822	\$112,870
F	M/I HOMES 40' M/I HOMES LEGACY HILLS CELINA																		
Product:	Single Family	35	1,349	3/2	1	2	2.8	\$354,600	\$7,100	\$0	\$28,400	\$3,500	\$379,400	\$281	\$60	2.5%	0.31%	\$2,968	\$118,706
Configuration:	Detached	35	1,510	3/2	1	2		\$369,400	\$7,400	\$0	\$29,600	\$3,700	\$395,300	\$262	\$60	2.5%	0.30%	\$3,085	\$123,416
Lot Dimension:	40X120	35	1,571	3/2	1	2		\$375,000	\$7,500	\$0	\$30,000	\$3,800	\$401,300	\$255	\$60	2.5%	0.29%	\$3,130	\$125,194
Total Units:	239	35	1,699	3/2	2	2		\$386,700	\$7,700	\$0	\$30,900	\$3,900	\$413,800	\$244	\$60	2.5%	0.28%	\$3,222	\$128,897
		35	1,756	4/2	2	2		\$392,000	\$7,800	\$0	\$31,400	\$3,900	\$419,500	\$239	\$60	2.5%	0.28%	\$3,265	\$130,585
		35	1,845	3/2	2	2		\$400,100	\$8,000	\$0	✔ \$32,000	\$3,900	\$428,000	\$232	\$60	2.5%	0.27%	\$3,328	\$133,103
		35	2,130	4/2	2	2		\$426,300	\$8,500	\$0	✔ \$34,100	\$3,900	\$455,800	\$214	\$60	2.5%	0.26%	\$3,533	\$141,338
		239	1,694				2.8	\$386,300	\$7,714	\$0	\$30,914	\$3,800	\$413,300	\$244	\$60	2.5%	0.3%	\$3,219	\$128,749

Recommended Subject Property Detail – 50' Wide Lots

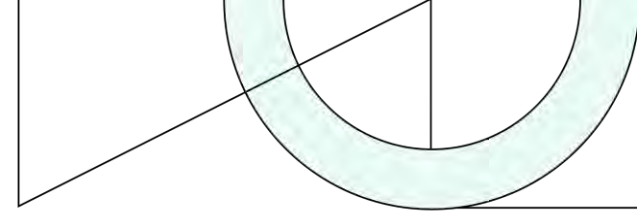
Appendix



Subject Property		Size					Mb.	Incentives			Typical Spending		Estimated	Est.	Pyrrt Impacting			80.0%	30.0%
Product Details		Mix	(SF)	Bd/Ba	Level	Pkg	Sales Pace	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Mb. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
A ASHTON WOODS 50' ASHTON WOODS LEGACY HILLS CELINA																			
Product:	Single Family	88	1,871	4/2	1	2	2.5	\$439,300	\$8,800	\$0	\$35,100	\$4,400	\$470,000	\$251	\$60	2.5%	0.3%	\$3,663	\$146,518
Configuration:	Detached	88	1,980	4/2	1	2		\$449,300	\$9,000	\$0	\$35,900	\$4,500	\$480,700	\$243	\$60	2.5%	0.3%	\$3,742	\$149,688
Lot Dimension:	50X120	88	2,128	3/2.5	1	2		\$462,900	\$9,300	\$0	\$37,000	\$4,600	\$495,200	\$233	\$60	2.5%	0.3%	\$3,850	\$153,983
Total Units:	613	88	2,252	4/2	1	2		\$474,300	\$9,500	\$0	\$37,900	\$4,700	\$507,400	\$225	\$60	2.5%	0.3%	\$3,940	\$157,597
		88	2,619	4/2.5	2	2		\$508,000	\$10,200	\$0	\$40,600	\$5,100	\$543,500	\$208	\$60	2.5%	0.3%	\$4,207	\$168,291
		88	2,855	5/3	2	2		\$529,700	\$10,600	\$0	\$42,400	\$5,300	\$566,800	\$199	\$60	2.5%	0.3%	\$4,380	\$175,193
		88	3,135	5/2.5	2	2		\$555,400	\$11,100	\$0	\$44,400	\$5,600	\$594,300	\$190	\$60	2.5%	0.2%	\$4,583	\$183,340
		613	2,406				2.5	\$488,414	\$9,786	\$0	\$39,043	\$4,886	\$522,557	\$217	\$60	2.5%	0.3%	\$4,052	\$162,087
B BEAZER 50' BEAZER HOMES LEGACY HILLS CELINA																			
Product:	Single Family	62	2,098	3/2	1	2	2.5	\$474,990	\$19,000	\$0	\$38,000	\$4,700	\$498,690	\$238	\$60	2.5%	0.3%	\$3,875	\$155,017
Configuration:	Detached	62	2,432	3/2	1	2		\$508,990	\$20,400	\$0	\$40,700	\$5,100	\$534,390	\$220	\$60	2.5%	0.3%	\$4,140	\$165,592
Lot Dimension:	50X120	62	2,868	4/2	1	2		\$561,990	\$22,500	\$0	\$45,000	\$5,600	\$590,090	\$206	\$60	2.5%	0.2%	\$4,552	\$182,092
Total Units:	306	62	3,075	4/2.5	2	2		\$571,990	\$22,900	\$0	\$45,800	\$5,700	\$600,590	\$195	\$60	2.5%	0.2%	\$4,630	\$185,203
		62	3,451	4/2.5	2	2		\$586,990	\$23,500	\$0	\$47,000	\$5,900	\$616,390	\$179	\$60	2.5%	0.2%	\$4,747	\$189,883
		306	2,785				2.5	\$540,990	\$21,660	\$0	\$43,300	\$5,400	\$568,030	\$204	\$60	2.5%	0.3%	\$4,389	\$175,558
C FIRST TEXAS 50' FIRST TEXAS LEGACY HILLS CELINA																			
Product:	Single Family	40	1,817	3/2	1	2	2.0	\$489,300	\$9,800	\$0	\$53,800	\$4,900	\$538,200	\$296	\$60	2.5%	0.3%	\$4,168	\$166,721
Configuration:	Detached	40	1,924	3/2	1	2		\$499,200	\$10,000	\$0	\$54,900	\$5,000	\$549,100	\$285	\$60	2.5%	0.3%	\$4,249	\$169,950
Lot Dimension:	50X120	40	2,018	3/2	1	2		\$507,800	\$10,200	\$0	\$55,900	\$5,100	\$558,600	\$277	\$60	2.5%	0.3%	\$4,319	\$172,764
Total Units:	355	40	2,122	3/2	1	2		\$517,400	\$10,300	\$0	\$56,900	\$5,200	\$569,200	\$268	\$60	2.5%	0.3%	\$4,398	\$175,904
		40	2,168	4/2	1	2		\$521,600	\$10,400	\$0	\$57,400	\$5,200	\$573,800	\$265	\$60	2.5%	0.3%	\$4,432	\$177,267
		40	2,182	4/2	1	2		\$522,900	\$10,500	\$0	\$57,500	\$5,200	\$575,100	\$264	\$60	2.5%	0.3%	\$4,441	\$177,652
		40	2,683	5/3	2	2		\$568,900	\$11,400	\$0	\$62,600	\$5,700	\$625,800	\$233	\$60	2.5%	0.2%	\$4,817	\$192,671
		40	3,452	5/3.5	2	2		\$639,500	\$12,800	\$0	\$70,300	\$6,400	\$703,400	\$204	\$60	2.5%	0.2%	\$5,391	\$215,658
		40	3,970	5/3.5	2	2		\$687,100	\$13,700	\$0	\$75,600	\$6,900	\$755,900	\$190	\$60	2.5%	0.2%	\$5,780	\$231,210
		355	2,482				2.0	\$550,411	\$11,011	\$0	\$60,544	\$5,511	\$605,456	\$244	\$60	2.5%	0.2%	\$4,666	\$186,644

Recommended Subject Property Detail – 50' Wide Lots

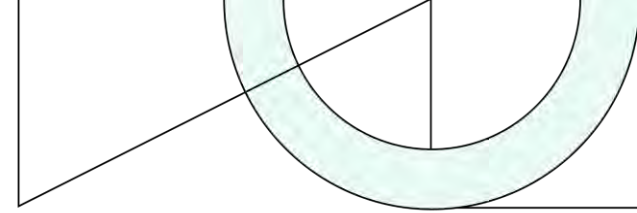
Appendix



Subject Property Product Details		Size					Mo. Sales Pace	— Incentives —			— Typical Spending —		Estimated Closing Price	Est. Closing \$/SF	— Pymt Impacting —			80.0% 7.0% Mo.Pmt.	30.0% Qualifying Income
		Mix	(SF)	Bd/Ba	Level	Pkg		Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums			Mo. HOA	Base Tax	Addl Taxes		
D MATTAMY 50' MATTAMY HOMES LEGACY HILLS CELINA																			
Product:	Single Family	55	1,868	3/2.5	1	2	2.0	\$489,100	\$9,800	\$0	\$48,900	\$4,900	\$533,100	\$285	\$60	2.5%	0.3%	\$4,130	\$165,210
Configuration:	Detached	56	2,094	3/2.5	1	2		\$509,800	\$10,200	\$0	\$51,000	\$5,100	\$555,700	\$265	\$60	2.5%	0.3%	\$4,298	\$171,905
Lot Dimension:	50X120	56	2,880	3/2.5	2	2		\$581,900	\$11,600	\$0	\$58,200	\$5,800	\$634,300	\$220	\$60	2.5%	0.2%	\$4,880	\$195,189
Total Units:	330	56	3,038	4/3	2	2		\$596,400	\$11,900	\$0	\$59,600	\$6,000	\$650,100	\$214	\$60	2.5%	0.2%	\$4,997	\$199,869
		56	3,210	4/3.5	2	2	\$612,200	\$12,200	\$0	\$61,200	\$6,100	\$667,300	\$208	\$60	2.5%	0.2%	\$5,124	\$204,964	
		56	3,470	5/3.5	2	2	\$636,000	\$12,700	\$0	\$63,600	\$6,400	\$693,300	\$200	\$60	2.5%	0.2%	\$5,317	\$212,666	
		330	2,763				2.0	\$571,144	\$11,405	\$0	\$57,108	\$5,719	\$622,566	\$225	\$60	2.5%	0.2%	\$4,793	\$191,713
E LENNAR 50' LENNAR LEGACY HILLS CELINA																			
Product:	Single Family	79	1,602	2/2	1	2	4.0	\$365,000	\$11,000	\$0	\$0	\$3,700	\$357,700	\$223	\$60	2.5%	0.4%	\$2,831	\$113,252
Configuration:	Detached	79	1,838	2/2	1	2		\$389,000	\$11,700	\$0	\$0	\$3,900	\$381,200	\$207	\$60	2.5%	0.4%	\$3,005	\$120,213
Lot Dimension:	50X120	79	1,996	2/2	1	2		\$405,000	\$12,200	\$0	\$0	\$4,100	\$396,900	\$199	\$60	2.5%	0.4%	\$3,122	\$124,864
Total Units:	393	79	2,245	2/2	1	2		\$430,000	\$12,900	\$0	\$0	\$4,300	\$421,400	\$188	\$60	2.5%	0.3%	\$3,303	\$132,121
		79	2,348	2/2	1	2	\$440,000	\$13,200	\$0	\$0	\$4,400	\$431,200	\$184	\$60	2.5%	0.3%	\$3,376	\$135,024	
		393	2,006				4.0	\$405,800	\$12,200	\$0	\$0	\$4,080	\$397,680	\$198	\$60	2.5%	0.4%	\$3,127	\$125,095
F PULTE 50' PULTE LEGACY HILLS CELINA																			
Product:	Single Family	56	1,809	3/2	1	2	2.5	\$465,990	\$9,300	\$0	\$46,600	\$4,700	\$507,990	\$281	\$60	2.5%	0.3%	\$3,944	\$157,772
Configuration:	Detached	56	1,898	3/2	1	2		\$475,990	\$9,500	\$0	\$47,600	\$4,800	\$518,890	\$273	\$60	2.5%	0.3%	\$4,025	\$161,001
Lot Dimension:	50X120	56	2,165	4/2	1	2		\$478,990	\$9,600	\$0	\$47,900	\$4,800	\$522,090	\$241	\$60	2.5%	0.3%	\$4,049	\$161,949
Total Units:	499	56	2,608	4/2.5	2	2		\$515,990	\$10,300	\$0	\$51,600	\$5,200	\$562,490	\$216	\$60	2.5%	0.3%	\$4,348	\$173,916
		56	2,640	3/3	2	2		\$521,990	\$10,400	\$0	\$52,200	\$5,200	\$568,990	\$216	\$60	2.5%	0.3%	\$4,396	\$175,842
		56	2,714	4/2.5	2	2		\$524,990	\$10,500	\$0	\$52,200	\$5,200	\$571,890	\$211	\$60	2.5%	0.3%	\$4,418	\$176,726
		56	2,792	4/2.5	2	2		\$530,990	\$10,600	\$0	\$52,200	\$5,200	\$577,790	\$207	\$60	2.5%	0.3%	\$4,463	\$178,524
		56	3,122	4/2.5	2	2		\$548,990	\$11,000	\$0	\$52,200	\$5,200	\$595,390	\$191	\$60	2.5%	0.3%	\$4,597	\$183,889
		56	3,284	4/2.5	2	2		\$561,990	\$11,200	\$0	\$52,200	\$5,200	\$608,190	\$185	\$60	2.5%	0.3%	\$4,695	\$187,791
		499	2,559				2.5	\$513,990	\$10,267	\$0	\$50,522	\$5,056	\$559,301	\$219	\$60	2.5%	0.3%	\$4,326	\$173,046

Recommended Subject Property Detail – 50’ Wide Lots

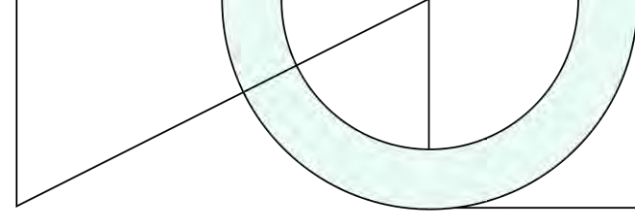
Appendix



Subject Property		Size					Mo. Sales Pace	— Incentives —			— Typical Spending —		Estimated Closing Price	Est. Closing \$/SF	— Pymt Impacting —			80.0% 7.0% Mo.Pmt.	30.0% Qualifying Income
Product Details		Mix	(SF)	Bd/Ba	Level	Pkg		Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums			HOA	Base Tax	Addl Taxes		
G D.R. HORTON 50' D.R. HORTON LEGACY HILLS CELINA																			
Product:	Single Family	30	1,586	3/2	1	2	4.0	\$373,200	\$7,500	\$0	\$0	\$2,800	\$368,500	\$232	\$60	2.5%	0.4%	\$2,911	\$116,451
Configuration:	Detached	31	1,648	3/2	1	2		\$378,900	\$7,600	\$0	\$0	\$2,800	\$374,100	\$227	\$60	2.5%	0.4%	\$2,953	\$118,110
Lot Dimension:	50X120	31	1,864	4/2	1	2		\$398,700	\$8,000	\$0	\$0	\$3,000	\$393,700	\$211	\$60	2.5%	0.4%	\$3,098	\$123,916
Total Units:	270	31	2,107	4/2	1	2		\$421,000	\$8,400	\$0	\$0	\$3,200	\$415,800	\$197	\$60	2.5%	0.4%	\$3,262	\$130,462
		31	2,119	4/2	2	2		\$422,100	\$8,400	\$0	\$0	\$3,200	\$416,900	\$197	\$60	2.5%	0.4%	\$3,270	\$130,788
		31	2,242	4/3	2	2		\$433,400	\$8,700	\$0	\$0	\$3,300	\$428,000	\$191	\$60	2.5%	0.3%	\$3,352	\$134,076
		31	2,409	4/3	2	2		\$448,700	\$9,000	\$0	\$0	\$3,400	\$443,100	\$184	\$60	2.5%	0.3%	\$3,464	\$138,550
		31	2,595	3/2	2	2		\$465,800	\$9,300	\$0	\$0	\$3,400	\$459,900	\$177	\$60	2.5%	0.3%	\$3,593	\$143,712
		31	2,647	4/2.5	2	2		\$470,600	\$9,400	\$0	\$0	\$3,400	\$464,600	\$176	\$60	2.5%	0.3%	\$3,629	\$145,156
		270	2,137				4.0	\$423,781	\$8,481	\$0	\$0	\$3,168	\$418,468	\$196	\$60	2.5%	0.4%	\$3,282	\$131,300
H M/I HOMES 50' M/I HOMES LEGACY HILLS CELINA																			
Product:	Single Family	34	1,947	3/2	1	2	2.5	\$439,000	\$8,800	\$0	\$52,700	\$4,400	\$487,300	\$250	\$60	2.5%	0.3%	\$3,791	\$151,643
Configuration:	Detached	34	2,087	3/2.5	1	2		\$452,000	\$9,000	\$0	\$54,200	\$4,500	\$501,700	\$240	\$60	2.5%	0.3%	\$3,898	\$155,909
Lot Dimension:	50X120	34	2,529	3/2.5	1	2		\$493,000	\$9,900	\$0	\$59,200	\$4,900	\$547,200	\$216	\$60	2.5%	0.3%	\$4,235	\$169,387
Total Units:	270	34	2,646	3/2	2	2		\$504,000	\$10,100	\$0	\$60,500	\$5,000	\$559,400	\$211	\$60	2.5%	0.3%	\$4,325	\$173,001
		34	2,768	4/3	2	2		\$515,000	\$10,300	\$0	\$61,800	\$5,200	\$571,700	\$207	\$60	2.5%	0.3%	\$4,416	\$176,645
		34	2,820	4/3	2	2		\$520,000	\$10,400	\$0	\$62,400	\$5,200	\$577,200	\$205	\$60	2.5%	0.3%	\$4,458	\$178,321
		34	2,860	4/3	2	2		\$523,000	\$10,500	\$0	\$62,800	\$5,200	\$580,500	\$203	\$60	2.5%	0.3%	\$4,483	\$179,327
		34	2,886	4/3	2	2		\$526,000	\$10,500	\$0	\$62,800	\$5,200	\$583,500	\$202	\$60	2.5%	0.3%	\$4,506	\$180,241
		270	2,568				2.5	\$496,500	\$9,938	\$0	\$59,550	\$4,950	\$551,063	\$215	\$60	2.5%	0.3%	\$4,264	\$170,559

Recommended Subject Property Detail – 50’ Wide Lots

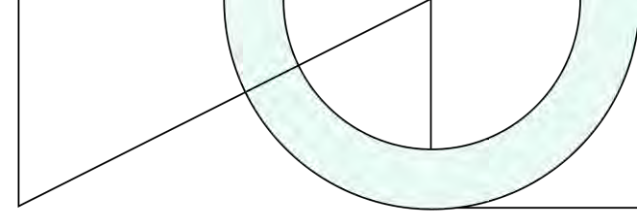
Appendix



							Mo.	— Incentives —			— Typical Spending —		Estimated	Est.	— Pymt Impacting —			80.0%	30.0%
Subject Property		Size					Sales	Base	Price	Options/	Options /	Lot	Closing	Closing	Mo.	Base	Addl	7.0%	Qualifying
Product Details		Mix	(SF)	Bd/Ba	Level	Pkg	Pace	Price	Reduction	Upgrades	Upgrades	Premiums	Price	\$/SF	HOA	Tax	Taxes	Mo.Pmt.	Income
I DEL WEBB 50' DEL WEBB LEGACY HILLS CELINA																			
Product:	Single Family	89	1,409	3/2	1	2	3.0	\$372,000	\$14,900	\$0	\$33,500	\$3,700	\$394,300	\$280	\$60	2.5%	0.4%	\$3,102	\$124,094
Configuration:	Detached	89	1,645	3/2.5	1	2		\$394,000	\$15,800	\$0	\$35,500	\$3,900	\$417,600	\$254	\$60	2.5%	0.4%	\$3,282	\$131,285
Lot Dimension:	50X120	89	1,909	4/2.5	2	2		\$418,000	\$16,700	\$0	\$37,600	\$4,200	\$443,100	\$232	\$60	2.5%	0.4%	\$3,479	\$139,155
Total Units:	444	89	1,919	4/2.5	2	2		\$419,000	\$16,800	\$0	\$37,700	\$4,200	\$444,100	\$231	\$60	2.5%	0.4%	\$3,487	\$139,463
		89	2,043	4/3	2	2		\$430,000	\$17,200	\$0	\$38,700	\$4,300	\$455,800	\$223	\$60	2.5%	0.4%	\$3,577	\$143,074
		444	1,785				3.0	\$406,600	\$16,280	\$0	\$36,600	\$4,060	\$430,980	\$241	\$60	2.5%	0.4%	\$3,385	\$135,414
J UNION MAIN 50' UNION MAIN LEGACY HILLS CELINA																			
Product:	Single Family	10	1,861	4/2	1	2	2.5	\$475,990	\$9,500	\$0	\$47,600	\$4,800	\$518,890	\$279	\$60	2.5%	0.3%	\$4,025	\$161,001
Configuration:	Detached	10	2,052	3/2	1	2		\$485,990	\$9,700	\$0	\$48,600	\$4,900	\$529,790	\$258	\$60	2.5%	0.3%	\$4,108	\$164,332
Lot Dimension:	50X120	10	2,275	3/2	1	2		\$503,990	\$10,100	\$0	\$50,400	\$5,000	\$549,290	\$241	\$60	2.5%	0.3%	\$4,257	\$170,293
Total Units:	75	10	2,372	4/3	2	2		\$521,990	\$10,400	\$0	\$52,200	\$5,200	\$568,990	\$240	\$60	2.5%	0.3%	\$4,408	\$176,314
		10	2,581	4/2.5	2	2		\$544,990	\$10,900	\$0	\$54,500	\$5,400	\$593,990	\$230	\$60	2.5%	0.3%	\$4,599	\$183,955
		10	2,765	4/2.5	2	2		\$564,990	\$11,300	\$0	\$56,500	\$5,600	\$615,790	\$223	\$60	2.5%	0.3%	\$4,765	\$190,619
		10	2,932	4/2.5	2	2		\$580,990	\$11,600	\$0	\$58,100	\$5,800	\$633,290	\$216	\$60	2.5%	0.3%	\$4,899	\$195,968
		10	3,272	4/2.5	2	2		\$589,990	\$11,800	\$0	\$59,000	\$5,900	\$643,090	\$197	\$60	2.5%	0.3%	\$4,974	\$198,963
		75	2,514				2.5	\$533,615	\$10,663	\$0	\$53,363	\$5,325	\$581,640	\$231	\$60	2.5%	0.3%	\$4,505	\$180,181

Recommended Subject Property Detail – 60’ to 65’ Wide Lots

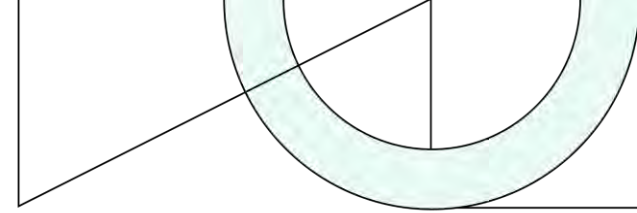
Appendix



Subject Property		Size					Mb. Sales	Base	Incentives		Typical Spending		Estimated	Est.	Pyrm Impacting			80.0%	30.0%
Product Details		Mix	(SF)	Bd/Ba	Level	Pkg	Pace	Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Mb. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
A ASHTON WOODS 60' ASHTON WOODS LEGACY HILLS CELINA																			
Product:	Single Family	26	2,321	3/2.5	1	2	1.8	\$520,600	\$10,400	\$0	\$52,100	\$5,200	\$567,500	\$245	\$60	2.5%	0.3%	\$4,410	\$176,381
Configuration:	Detached	26	2,389	3/2.5	2	2		\$526,900	\$10,500	\$0	\$52,700	\$5,300	\$574,400	\$240	\$60	2.5%	0.3%	\$4,461	\$178,425
Lot Dimension:	60X120	26	2,471	4/3	1	2		\$534,400	\$10,700	\$0	\$53,400	\$5,300	\$582,400	\$236	\$60	2.5%	0.3%	\$4,520	\$180,794
Total Units:	203	26	2,619	4/2.5	2	2		\$548,000	\$11,000	\$0	\$54,800	\$5,500	\$597,300	\$228	\$60	2.5%	0.3%	\$4,630	\$185,208
		26	2,855	5/3	2	2		\$569,700	\$11,400	\$0	\$57,000	\$5,700	\$621,000	\$218	\$60	2.5%	0.3%	\$4,806	\$192,229
		26	2,964	4/3.5	2	2		\$579,700	\$11,600	\$0	\$58,000	\$5,800	\$631,900	\$213	\$60	2.5%	0.3%	\$4,886	\$195,458
		26	3,135	5/3.5	2	2		\$595,400	\$11,900	\$0	\$59,500	\$6,000	\$649,000	\$207	\$60	2.5%	0.3%	\$5,013	\$200,523
		26	3,237	4/3.5	2	2		\$604,800	\$12,100	\$0	\$60,500	\$6,000	\$659,200	\$204	\$60	2.5%	0.3%	\$5,089	\$203,545
		203	2,749				1.8	\$559,938	\$11,200	\$0	\$56,000	\$5,600	\$610,338	\$222	\$60	2.5%	0.3%	\$4,727	\$189,070
B BEAZER 60' BEAZER HOMES LEGACY HILLS CELINA																			
Product:	Single Family	11	2,342	3/2	1	2	1.8	\$543,990	\$21,800	\$0	\$27,200	\$5,400	\$554,790	\$237	\$60	2.5%	0.3%	\$4,315	\$172,616
Configuration:	Detached	11	2,627	3/2.5	2	2		\$567,990	\$22,700	\$0	\$34,100	\$5,700	\$585,090	\$223	\$60	2.5%	0.3%	\$4,540	\$181,591
Lot Dimension:	60X120	11	2,938	4/3	2	2		\$590,990	\$23,600	\$0	\$59,100	\$5,900	\$632,390	\$215	\$60	2.5%	0.3%	\$4,890	\$195,603
Total Units:	62	11	2,868	4/3.5	2	2		\$608,990	\$24,400	\$0	\$60,900	\$6,100	\$651,590	\$227	\$60	2.5%	0.3%	\$5,032	\$201,291
		11	3,196	4/3.5	2	2		\$623,990	\$25,000	\$0	\$62,400	\$6,200	\$667,590	\$209	\$60	2.5%	0.3%	\$5,151	\$206,030
			3,590	4/3.5	2	2		\$650,990	\$26,000	\$0	\$65,100	\$6,500	\$696,590	\$194	\$60	2.5%	0.3%	\$5,366	\$214,621
		62	2,794				1.8	\$587,190	\$23,500	\$0	\$48,740	\$5,860	\$618,290	\$221	\$60	2.5%	0.3%	\$4,786	\$191,426
C FIRST TEXAS 60' FIRST TEXAS LEGACY HILLS CELINA																			
Product:	Single Family	15	2,027	3/2	1	2	1.3	\$548,593	\$11,000	\$0	\$60,300	\$5,500	\$603,393	\$298	\$60	2.5%	0.3%	\$4,675	\$187,013
Configuration:	Detached	16	2,182	4/3	1	2		\$562,833	\$11,300	\$0	\$61,900	\$5,600	\$619,033	\$284	\$60	2.5%	0.3%	\$4,791	\$191,646
Lot Dimension:	60X120	16	2,508	4/3	1	2		\$592,783	\$11,900	\$0	\$65,200	\$5,900	\$651,983	\$260	\$60	2.5%	0.3%	\$5,035	\$201,407
Total Units:	135	16	2,683	5/3	1	2		\$608,861	\$12,200	\$0	\$67,000	\$6,100	\$669,761	\$250	\$60	2.5%	0.3%	\$5,167	\$206,673
		16	3,185	4/3.5	1	2		\$654,981	\$13,100	\$0	\$72,000	\$6,500	\$720,381	\$226	\$60	2.5%	0.2%	\$5,542	\$221,668
		16	3,505	5/3.5	1	2		\$684,380	\$13,700	\$0	\$75,300	\$6,800	\$752,780	\$215	\$60	2.5%	0.2%	\$5,782	\$231,266
		16	3,647	5/3.5	2	2		\$697,425	\$13,900	\$0	\$76,700	\$7,000	\$767,225	\$210	\$60	2.5%	0.2%	\$5,889	\$235,545
		16	3,881	5/4	2	2		\$718,923	\$14,400	\$0	\$79,100	\$7,200	\$790,823	\$204	\$60	2.5%	0.2%	\$6,063	\$242,536
		16	4,305	5/3.5	2	2		\$757,877	\$15,200	\$0	\$83,400	\$7,600	\$833,677	\$194	\$60	2.5%	0.2%	\$6,381	\$255,230
		135	3,110				1.3	\$648,097	\$12,980	\$0	\$71,287	\$6,473	\$712,878	\$229	\$60	2.5%	0.2%	\$5,486	\$219,446

Recommended Subject Property Detail – 60' to 65' Wide Lots

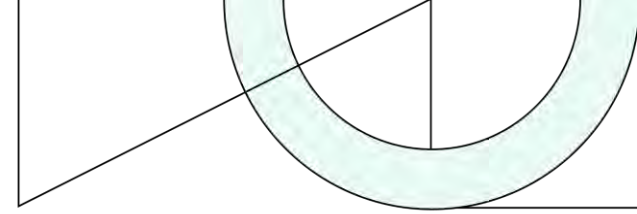
Appendix



Subject Property Product Details		Size Mix (SF) Bd/Ba Level Pkg					Mo. Sales Pace	Incentives			Typical Spending		Estimated Closing Price	Est. Closing \$/SF	Pymnt Impacting			80.0% 7.0% Mo.Pmt.	30.0% Qualifying Income
								Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums			Mo. HOA	Base Tax	Addl Taxes		
D LENNAR 60' LENNAR LEGACY HILLS CELINA																			
Product:	Single Family	13	2,177	4/3	1	2	2.3	\$443,000	\$13,300	\$0	\$0	\$2,200	\$431,900	\$198	\$60	2.5%	0.4%	\$3,405	\$136,212
Configuration:	Detached	13	2,371	4/3	2	2		\$462,000	\$13,900	\$0	\$0	\$2,300	\$450,400	\$190	\$60	2.5%	0.4%	\$3,542	\$141,692
Lot Dimension:	60X120	13	3,078	4/3.5	2	2		\$533,000	\$16,000	\$0	\$0	\$2,700	\$519,700	\$169	\$60	2.5%	0.3%	\$4,056	\$162,221
Total Units:	77	13	3,181	4/3.5	2	2		\$544,000	\$16,300	\$0	\$0	\$2,700	\$530,400	\$167	\$60	2.5%	0.3%	\$4,135	\$165,390
		13	3,357	5/4.5	2	2		\$561,000	\$16,800	\$0	\$0	\$2,800	\$547,000	\$163	\$60	2.5%	0.3%	\$4,258	\$170,308
		13	3,549	4/3.5	2	2		\$581,000	\$17,400	\$0	\$0	\$2,900	\$566,500	\$160	\$60	2.5%	0.3%	\$4,402	\$176,084
		77	2,952				2.3	\$520,667	\$15,617	\$0	\$0	\$2,600	\$507,650	\$172	\$60	2.5%	0.4%	\$3,966	\$158,651
E MATTAMY 60' MATTAMY LEGACY HILLS CELINA																			
Product:	Single Family	10	2,320	4/3	2	2	1.8	\$498,600	\$10,000	\$0	\$49,900	\$5,000	\$543,500	\$234	\$60	2.5%	0.3%	\$4,232	\$169,271
Configuration:	Detached	10	2,573	3/3	1	2		\$522,000	\$10,400	\$0	\$52,200	\$5,200	\$569,000	\$221	\$60	2.5%	0.3%	\$4,421	\$176,825
Lot Dimension:	60X120	10	2,787	4/3	2	2		\$541,800	\$10,800	\$0	\$54,200	\$5,400	\$590,600	\$212	\$60	2.5%	0.3%	\$4,581	\$183,224
Total Units:	69	10	3,381	4/3.5	2	2		\$596,900	\$11,900	\$0	\$59,700	\$6,000	\$650,700	\$192	\$60	2.5%	0.3%	\$5,026	\$201,027
		10	3,502	5/4.5	2	2		\$608,100	\$12,200	\$0	\$60,800	\$6,100	\$662,800	\$189	\$60	2.5%	0.3%	\$5,115	\$204,611
		10	3,720	5/4.5	2	2		\$628,300	\$12,600	\$0	\$62,800	\$6,300	\$684,800	\$184	\$60	2.5%	0.3%	\$5,278	\$211,128
		10	3,960	5/4.5	2	2		\$650,500	\$13,000	\$0	\$65,100	\$6,500	\$709,100	\$179	\$60	2.5%	0.2%	\$5,458	\$218,327
		69	3,178				1.8	\$578,029	\$11,557	\$0	\$57,814	\$5,786	\$630,071	\$198	\$60	2.5%	0.3%	\$4,873	\$194,916
F PULTE 60' PULTE LEGACY HILLS CELINA																			
Product:	Single Family	33	2,517	4/2	1	2	1.8	\$514,990	\$10,300	\$0	\$51,500	\$5,100	\$561,290	\$223	\$60	2.5%	0.3%	\$4,364	\$174,541
Configuration:	Detached	33	2,740	4/2.5	1	2		\$535,990	\$10,700	\$0	\$53,600	\$5,400	\$584,290	\$213	\$60	2.5%	0.3%	\$4,534	\$181,354
Lot Dimension:	60X120	33	3,462	4/2.5	1	2		\$575,990	\$11,500	\$0	\$57,600	\$5,800	\$627,890	\$181	\$60	2.5%	0.3%	\$4,857	\$194,270
Total Units:	164	33	3,655	4/3.5	2	3		\$590,990	\$11,800	\$0	\$59,100	\$5,900	\$644,190	\$176	\$60	2.5%	0.3%	\$4,977	\$199,098
		33	3,855	4/3	2	3		\$605,990	\$12,100	\$0	\$60,600	\$6,100	\$660,590	\$171	\$60	2.5%	0.3%	\$5,099	\$203,957
		164	3,246				1.8	\$564,790	\$11,280	\$0	\$56,480	\$5,660	\$615,650	\$190	\$60	2.5%	0.3%	\$4,766	\$190,644

Recommended Subject Property Detail – 60' to 65' Wide Lots

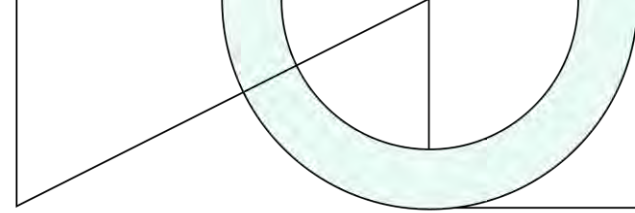
Appendix



Subject Property		Size					Mo. Sales	Incentives			Typical Spending		Estimated Closing Price	Est. Closing \$/SF	Pyrmt Impacting			80.0%	30.0%
								Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums			Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
Product Details		Mix	(SF)	Bd/Ba	Level	Pkg	Pace												
G DEL WEBB 65' DEL WEBB LEGACY HILLS CELINA																			
Product:	Single Family	28	1,909	2/2	1	2	2.5	\$442,700	\$17,700	\$0	\$44,300	\$4,400	\$473,700	\$248	\$60	2.5%	0.4%	\$3,715	\$148,594
Configuration:	Detached	28	1,919	2/2	1	2		\$443,700	\$17,700	\$0	\$44,400	\$4,400	\$474,800	\$247	\$60	2.5%	0.4%	\$3,723	\$148,920
Lot Dimension:	60X120	28	2,043	2/2.5	1	2		\$455,000	\$18,200	\$0	\$45,500	\$4,600	\$486,900	\$238	\$60	2.5%	0.4%	\$3,813	\$152,504
Total Units:	195	28	2,245	2/2.5	1	2		\$473,500	\$18,900	\$0	\$47,400	\$4,700	\$506,700	\$226	\$60	2.5%	0.3%	\$3,959	\$158,370
		28	2,308	2/2.5	1	2		\$479,200	\$19,200	\$0	\$47,900	\$4,800	\$512,700	\$222	\$60	2.5%	0.3%	\$4,004	\$160,147
		28	2,643	3/2.5	1	2		\$509,900	\$20,400	\$0	\$51,000	\$5,100	\$545,600	\$206	\$60	2.5%	0.3%	\$4,247	\$169,893
		28	2,784	3/3.5	1	3		\$522,800	\$20,900	\$0	\$52,300	\$5,200	\$559,400	\$201	\$60	2.5%	0.3%	\$4,350	\$173,981
		195	2,264				2.5	\$475,257	\$19,000	\$0	\$47,543	\$4,743	\$508,543	\$225	\$60	2.5%	0.3%	\$3,973	\$158,916
H D.R. HORTON 60' D.R. HORTON LEGACY HILLS CELINA																			
Product:	Single Family	19	2,060	3/2.5	1	2	2.5	\$436,700	\$8,700	\$0	\$0	\$3,300	\$431,300	\$209	\$60	2.5%	0.4%	\$3,401	\$136,034
Configuration:	Detached	20	2,223	5/3	1	2		\$451,700	\$9,000	\$0	\$0	\$3,400	\$446,100	\$201	\$60	2.5%	0.4%	\$3,510	\$140,418
Lot Dimension:	60X120	20	2,338	4/2.5	2	2		\$462,200	\$9,200	\$0	\$0	\$3,500	\$456,500	\$195	\$60	2.5%	0.4%	\$3,587	\$143,499
Total Units:	95	20	2,717	4/2.5	2	2		\$497,000	\$9,900	\$0	\$0	\$3,700	\$490,800	\$181	\$60	2.5%	0.4%	\$3,841	\$153,660
		20	3,131	5/4.5	2	2		\$535,000	\$10,700	\$0	\$0	\$4,000	\$528,300	\$169	\$60	2.5%	0.3%	\$4,119	\$164,768
		95	2,498				2.5	\$476,922	\$9,508	\$0	\$0	\$3,583	\$470,997	\$189	\$60	2.5%	0.4%	\$3,695	\$147,793
I M/I HOMES 60' M/I HOMES LEGACY HILLS CELINA																			
Product:	Single Family	14	2,242	3/2	1	2	2.0	\$491,000	\$9,800	\$0	\$44,200	\$3,700	\$529,100	\$236	\$60	2.5%	0.3%	\$4,125	\$165,005
Configuration:	Detached	14	2,388	4/2	1	2		\$505,000	\$10,100	\$0	\$45,500	\$3,800	\$544,200	\$228	\$60	2.5%	0.3%	\$4,237	\$169,478
Lot Dimension:	60X120	14	2,685	4/3	1	2		\$532,000	\$10,600	\$0	\$47,900	\$4,000	\$573,300	\$214	\$60	2.5%	0.3%	\$4,452	\$178,099
Total Units:	96	14	2,738	4/3	2	2		\$537,000	\$10,700	\$0	\$48,300	\$4,000	\$578,600	\$211	\$60	2.5%	0.3%	\$4,492	\$179,669
		14	2,952	3/2	2	2		\$557,000	\$11,100	\$0	\$50,100	\$4,200	\$600,200	\$203	\$60	2.5%	0.3%	\$4,652	\$186,067
		14	3,253	3/3	2	2		\$585,000	\$11,700	\$0	\$52,700	\$4,400	\$630,400	\$194	\$60	2.5%	0.3%	\$4,875	\$195,013
		14	3,438	4/3	2	2		\$602,000	\$12,000	\$0	\$54,200	\$4,500	\$648,700	\$189	\$60	2.5%	0.3%	\$5,011	\$200,434
		96	2,814				2.0	\$544,143	\$10,857	\$0	\$48,986	\$4,086	\$586,357	\$208	\$60	2.5%	0.3%	\$4,549	\$181,967

Competitive Supply Detail (CMA)

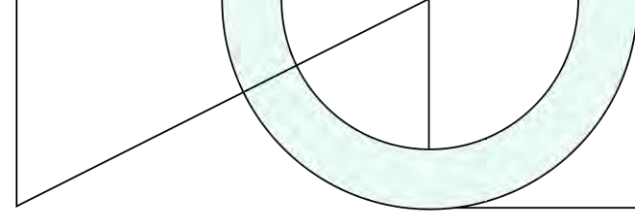
Appendix



Project		Size				— Incentives —			— Typical Spending —		Estimated	Est.	Closing \$/ Incentive	— Pymt Impacting —			80.0%	35.0%	
Project Detail		(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF		Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income	
1	Cambridge Crossing/40 Coventry Homes				Cambridge Crossing	Celina	Detached - 4,600 OR 40			Expected Sell-Out By 08/25 at 3.04 per mo.									
Contracts / Sales Pace / SPL3M: 51 / 3.0 / 1.3		1,773	3/2	1	2	\$481,990	\$0	\$16,000	\$0	\$0	\$465,990	\$263	-\$20,000	\$140	2.1%	0.6%	\$3,678	\$147,116	
Annual Starts / L12M Start Rate: 29 / 2.4		1,807	3/2	1	2	\$485,990	\$0	\$16,000	\$0	\$0	\$469,990	\$260	-\$20,000	\$140	2.1%	0.6%	\$3,706	\$148,245	
Annual Closings / L12M Closing Rate: 20 / 1.7		1,994	3/2	1	2	\$491,990	\$0	\$16,000	\$0	\$0	\$475,990	\$239	-\$20,000	\$140	2.1%	0.6%	\$3,748	\$149,939	
Total Units / Occupancy / Occ. Rate: 95 / 20 / 21		2,359	3/2	1	2	\$533,990	\$0	\$16,000	\$0	\$0	\$517,990	\$220	-\$20,000	\$140	2.1%	0.6%	\$4,045	\$161,792	
		2,756	4/3	2	2	\$567,990	\$0	\$16,000	\$0	\$0	\$551,990	\$200	-\$20,000	\$140	2.1%	0.5%	\$4,285	\$171,388	
		2,781	4/2	2	2	\$561,990	\$0	\$16,000	\$0	\$0	\$545,990	\$196	-\$20,000	\$140	2.1%	0.5%	\$4,242	\$169,695	
		2,245				\$520,657	\$0	\$16,000	\$0	\$0	\$504,657	\$230	-\$20,000	\$140	2.1%	0.6%	\$3,951	\$158,029	
2	Cambridge Crossing/40 Highland Homes				Cambridge Crossing	Celina	Detached - 4,800 OR 40			Expected Sell-Out By 10/24 at 3.73 per mo.									
Contracts / Sales Pace / SPL3M: 84 / 3.7 / 4.3		1,590	3/2	1	2	\$488,990	\$10,000	\$0	\$48,899	\$4,890	\$532,779	\$335	-\$10,000	\$135	2.1%	0.6%	\$4,144	\$165,766	
Annual Starts / L12M Start Rate: 32 / 2.7		1,607	3/2	1	2	\$491,990	\$10,000	\$0	\$49,199	\$4,920	\$536,109	\$334	-\$10,000	\$135	2.1%	0.6%	\$4,168	\$166,706	
Annual Closings / L12M Closing Rate: 55 / 4.6		1,612	3/2	1	2	\$496,990	\$10,000	\$0	\$49,699	\$4,970	\$541,659	\$336	-\$10,000	\$135	2.1%	0.6%	\$4,207	\$168,272	
Total Units / Occupancy / Occ. Rate: 100 / 55 / 5		1,665	3/2	1	2	\$494,990	\$10,000	\$0	\$49,499	\$4,950	\$539,439	\$324	-\$10,000	\$135	2.1%	0.6%	\$4,191	\$167,646	
		1,979	3/2	2	2	\$536,990	\$10,000	\$0	\$53,699	\$5,370	\$586,059	\$296	-\$10,000	\$135	2.1%	0.5%	\$4,520	\$180,803	
		2,098	3/2	2	2	\$545,990	\$10,000	\$0	\$54,599	\$5,460	\$596,049	\$284	-\$10,000	\$135	2.1%	0.5%	\$4,591	\$183,623	
		2,273	3/2	2	2	\$549,990	\$10,000	\$0	\$54,999	\$5,500	\$600,489	\$264	-\$10,000	\$135	2.1%	0.5%	\$4,622	\$184,876	
		2,298	3/2	2	2	\$555,990	\$10,000	\$0	\$55,599	\$5,560	\$607,149	\$264	-\$10,000	\$135	2.1%	0.5%	\$4,669	\$186,756	
		2,333	3/2	2	2	\$561,990	\$10,000	\$0	\$56,199	\$5,620	\$613,809	\$263	-\$10,000	\$135	2.1%	0.5%	\$4,716	\$188,635	
		2,349	3/2	2	2	\$551,990	\$10,000	\$0	\$55,199	\$5,520	\$602,709	\$257	-\$10,000	\$135	2.1%	0.5%	\$4,638	\$185,503	
		2,454	4/3	2	2	\$557,990	\$10,000	\$0	\$55,799	\$5,580	\$609,369	\$248	-\$10,000	\$135	2.1%	0.5%	\$4,685	\$187,382	
		2,023				\$530,354	\$10,000	\$0	✓ \$53,035	\$5,304	\$578,693	\$291	-\$10,000	\$135	2.1%	0.5%	\$4,468	\$178,724	

Competitive Supply Detail (CMA)

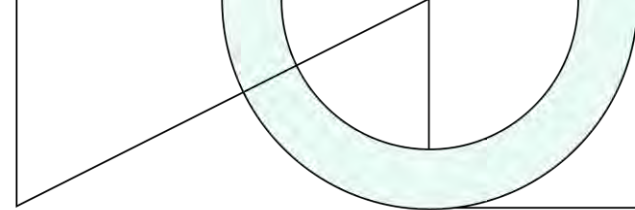
Appendix



Project Project Detail	Size				— Incentives —			— Typical Spending —			Estimated	Est.	Closing \$/ Incentive	— Pymt Impacting —			80.0%	35.0%
	(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Mo. HOA		Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income	
3	Cambridge Crossing/50 Perry Homes Cambridge Crossing				Celina	Detached - 6,000 OR 50			Expected Sell-Out By 08/24 at 2.44 per mo.									
Contracts / Sales Pace / SPL3M: 127 / 2.4 / 3.3	1,996	3/2	1	2	\$570,900	\$0	\$0	\$62,799	\$5,709	\$639,408	\$320		-\$5,400	\$135	2.1%	0.5%	\$4,897	\$195,860
Annual Starts / L12M Start Rate: 23 / 1.9	2,206	3/2	1	2	\$585,900	\$0	\$0	\$64,449	\$5,859	\$656,208	\$297		-\$5,400	\$135	2.1%	0.5%	\$5,015	\$200,602
Annual Closings / L12M Closing Rate: 25 / 2.1	2,267	4/2	1	2	\$582,900	\$0	\$0	\$64,119	\$5,829	\$652,848	\$288		-\$5,400	\$135	2.1%	0.5%	\$4,991	\$199,653
Total Units / Occupancy / Occ. Rate: 128 / 108 /	2,300	4/3	1	2	\$596,900	\$0	\$0	\$65,659	\$5,969	\$668,528	\$291		-\$5,400	\$135	2.1%	0.4%	\$5,102	\$204,079
	2,373	4/3	1	2	\$600,900	\$0	\$0	\$66,099	\$6,009	\$673,008	\$284		-\$5,400	\$135	2.1%	0.4%	\$5,134	\$205,343
	2,443	4/3	1	2	\$612,900	\$0	\$0	\$67,419	\$6,129	\$686,448	\$281		-\$5,400	\$135	2.1%	0.4%	\$5,228	\$209,136
	2,474	4/3	1	3	\$618,900	\$0	\$0	\$68,079	\$6,189	\$693,168	\$280		-\$5,400	\$135	2.1%	0.4%	\$5,276	\$211,033
	2,476	4/3	1	3	\$624,900	\$0	\$0	\$68,739	\$6,249	\$699,888	\$283		-\$5,400	\$135	2.1%	0.4%	\$5,323	\$212,929
	2,504	4/3	1	2	\$607,900	\$0	\$0	\$66,869	\$6,079	\$680,848	\$272		-\$5,400	\$135	2.1%	0.4%	\$5,189	\$207,556
	2,513	4/3	1	2	\$627,900	\$0	\$0	\$69,069	\$6,279	\$703,248	\$280		-\$5,400	\$135	2.1%	0.4%	\$5,347	\$213,878
	2,545	4/3	1	2	\$614,900	\$0	\$0	\$67,639	\$6,149	\$688,688	\$271		-\$5,400	\$135	2.1%	0.4%	\$5,244	\$209,769
	2,561	4/3	2	2	\$636,900	\$0	\$0	\$70,059	\$6,369	\$713,328	\$279		-\$5,400	\$135	2.1%	0.4%	\$5,418	\$216,723
	2,574	4/3	1	2	\$631,900	\$0	\$0	\$69,509	\$6,319	\$707,728	\$275		-\$5,400	\$135	2.1%	0.4%	\$5,379	\$215,142
	2,599	4/3	2	2	\$655,900	\$0	\$0	\$72,149	\$6,559	\$734,608	\$283		-\$5,400	\$135	2.1%	0.4%	\$5,568	\$222,729
	2,603	4/3	2	2	\$626,900	\$0	\$0	\$68,959	\$6,269	\$702,128	\$270		-\$5,400	\$135	2.1%	0.4%	\$5,339	\$213,562
	2,694	4/3	2	2	\$656,900	\$0	\$0	\$72,259	\$6,569	\$735,728	\$273		-\$5,400	\$135	2.1%	0.4%	\$5,576	\$223,045
	2,722	4/3	2	2	\$670,900	\$0	\$0	\$73,799	\$6,709	\$751,408	\$276		-\$5,400	\$135	2.1%	0.4%	\$5,687	\$227,470
	2,942	4/3	2	3	\$691,900	\$0	\$0	\$76,109	\$6,919	\$774,928	\$263		-\$5,400	\$135	2.1%	0.4%	\$5,853	\$234,108
	2,999	4/3	2	3	\$704,900	\$0	\$0	\$77,539	\$7,049	\$789,488	\$263		-\$5,400	\$135	2.1%	0.4%	\$5,955	\$238,217
	3,190	4/3	2	3	\$695,900	\$0	\$0	\$76,549	\$6,959	\$779,408	\$244		-\$5,400	\$135	2.1%	0.4%	\$5,884	\$235,372
	2,549				\$630,850	\$0	\$0	🟢 \$69,394	\$6,309	\$706,552	\$279		-\$5,400	\$135	2.1%	0.4%	\$5,370	\$214,810
4	Cambridge Crossing/50 UnionMain Homes Cambridge Crossing				Celina	Detached - 6,000 OR 50			Expected Sell-Out By 11/27 at 1.41 per mo.									
Contracts / Sales Pace / SPL3M: 70 / 1.4 / 0.7	2,491	4/3	1	2	\$667,990	\$0	\$20,000	\$80,159	\$10,020	\$738,169	\$296		-\$10,000	\$139	2.1%	0.4%	\$5,597	\$223,893
Annual Starts / L12M Start Rate: 39 / 3.3	2,786	4/3	1	3	\$698,990	\$0	\$20,000	\$83,879	\$10,485	\$773,354	\$278		-\$10,000	\$139	2.1%	0.4%	\$5,846	\$233,824
Annual Closings / L12M Closing Rate: 24 / 2.0	2,931	4/3	1	3	\$710,990	\$0	\$20,000	\$85,319	\$10,665	\$786,974	\$269		-\$10,000	\$139	2.1%	0.4%	\$5,942	\$237,668
Total Units / Occupancy / Occ. Rate: 126 / 80 / 6	3,045	4/2	2	2	\$716,990	\$0	\$20,000	\$86,039	\$10,755	\$793,784	\$261		-\$10,000	\$139	2.1%	0.4%	\$5,990	\$239,590
	3,349	4/3	2	3	\$753,990	\$0	\$20,000	\$90,479	\$11,310	\$835,779	\$250		-\$10,000	\$139	2.1%	0.4%	\$6,286	\$251,442
	3,448	5/3	2	2	\$762,990	\$0	\$20,000	\$91,559	\$11,445	\$845,994	\$245		-\$10,000	\$139	2.1%	0.4%	\$6,358	\$254,325
	3,008				\$718,657	\$0	\$20,000	🟢 \$86,239	\$10,780	\$795,675	\$266		-\$10,000	\$139	2.1%	0.4%	\$6,003	\$240,124

Competitive Supply Detail (CMA)

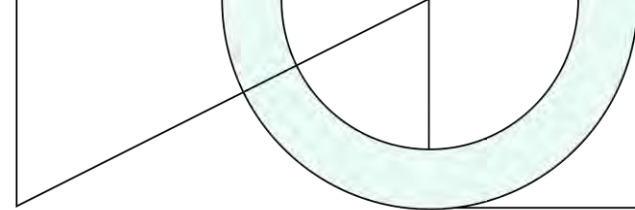
Appendix



Project		Size			— Incentives —			— Typical Spending —			Estimated	Est.		— Pymt Impacting —			80.0%	35.0%
Project Detail		(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
5	Cambridge Crossing/60 Coventry Homes Cambridge Crossing Celina Detached - 7,200 OR 60 Expected Sell-Out By 11/25 at 1.37 per mo.																	
Contracts / Sales Pace / SPL3M: 66 / 1.4 / 2.7		2,400	3/2	1	3	\$627,990	\$0	\$16,000	\$94,199	\$6,280	\$712,468	\$297	-\$20,000	\$140	2.1%	0.4%	\$5,417	\$216,680
Annual Starts / L12M Start Rate: 53 / 4.4		2,595	3/2	1	3	\$637,990	\$0	\$16,000	\$95,699	\$6,380	\$724,068	\$279	-\$20,000	\$140	2.1%	0.4%	\$5,499	\$219,954
Annual Closings / L12M Closing Rate: 17 / 1.4		2,876	4/3	1	3	\$663,990	\$0	\$16,000	\$99,599	\$6,640	\$754,228	\$262	-\$20,000	\$140	2.1%	0.4%	\$5,712	\$228,466
Total Units / Occupancy / Occ. Rate: 90 / 76 / 84		3,158	4/3	2	3	\$687,990	\$0	\$16,000	\$103,199	\$6,880	\$782,068	\$248	-\$20,000	\$140	2.1%	0.4%	\$5,908	\$236,323
		3,193	4/3	2	3	\$697,990	\$0	\$16,000	\$104,699	\$6,980	\$793,668	\$249	-\$20,000	\$140	2.1%	0.4%	\$5,990	\$239,597
		3,318	4/3	2	3	\$708,990	\$0	\$16,000	\$106,349	\$7,090	\$806,428	\$243	-\$20,000	\$140	2.1%	0.4%	\$6,080	\$243,198
		3,628	4/4	2	3	\$737,990	\$0	\$16,000	\$110,699	\$7,380	\$840,068	\$232	-\$20,000	\$140	2.1%	0.4%	\$6,317	\$252,693
		3,649	5/3	2	3	\$727,990	\$0	\$16,000	\$109,199	\$7,280	\$828,468	\$227	-\$20,000	\$140	2.1%	0.4%	\$6,235	\$249,419
		3,102				\$686,365	\$0	\$16,000	🟢 \$102,955	\$6,864	\$780,183	\$254	-\$20,000	\$140	2.1%	0.4%	\$5,895	\$235,791
6	Cambridge Crossing/74 Highland Homes Cambridge Crossing Celina Detached - 9,250 OR 74 Expected Sell-Out By 08/24 at 1.79 per mo.																	
Contracts / Sales Pace / SPL3M: 88 / 1.8 / 1.0		3,104	4/3	1	3	\$817,990	\$10,000	\$0	\$122,699	\$8,180	\$938,868	\$302	-\$10,000	\$143	2.1%	0.3%	\$7,017	\$280,697
Annual Starts / L12M Start Rate: 12 / 1.0		3,499	4/3	1	3	\$893,990	\$10,000	\$0	\$134,099	\$8,940	\$1,027,028	\$294	-\$10,000	\$143	2.1%	0.3%	\$7,639	\$305,578
Annual Closings / L12M Closing Rate: 26 / 2.2		3,610	4/3	2	3	\$882,990	\$10,000	\$0	\$132,449	\$8,830	\$1,014,268	\$281	-\$10,000	\$143	2.1%	0.3%	\$7,549	\$301,977
Total Units / Occupancy / Occ. Rate: 90 / 66 / 73		3,629	4/3	1	3	\$860,990	\$10,000	\$0	\$129,149	\$8,610	\$988,748	\$272	-\$10,000	\$143	2.1%	0.3%	\$7,369	\$294,775
		3,745	4/3	2	3	\$889,990	\$10,000	\$0	\$133,499	\$8,900	\$1,022,388	\$273	-\$10,000	\$143	2.1%	0.3%	\$7,607	\$304,269
		3,786	4/3	2	3	\$922,990	\$10,000	\$0	\$138,449	\$9,230	\$1,060,668	\$280	-\$10,000	\$143	2.1%	0.3%	\$7,877	\$315,073
		3,928	4/4	2	3	\$942,990	\$10,000	\$0	\$141,449	\$9,430	\$1,083,868	\$276	-\$10,000	\$143	2.1%	0.3%	\$8,041	\$321,620
		3,975	4/3	2	3	\$898,990	\$10,000	\$0	\$134,849	\$8,990	\$1,032,828	\$260	-\$10,000	\$143	2.1%	0.3%	\$7,680	\$307,215
		3,660				\$888,865	\$10,000	\$0	🟢 \$133,330	\$8,889	\$1,021,083	\$280	-\$10,000	\$143	2.1%	0.3%	\$7,598	\$303,901
7	Green Meadows/50 Brightland Homes Green Meadows Celina Detached - 6,000 OR 50 Expected Sell-Out By 08/33 at 0.87 per mo.																	
Total Units/Remaining: 99 / 94		2,020	3/2	1	2	\$481,990	\$15,000	\$0	\$9,640	\$4,820	\$481,450	\$238	-\$15,000	\$148	2.4%	0.0%	\$3,685	\$147,417
Contracts: 5		2,170	4/3	2	2	\$491,990	\$15,000	\$0	\$9,840	\$4,920	\$491,750	\$227	-\$15,000	\$148	2.4%	0.0%	\$3,761	\$150,444
Sales Pace Overall: 0.9		2,210	4/3	1	2	\$496,990	\$15,000	\$0	\$9,940	\$4,970	\$496,900	\$225	-\$15,000	\$148	2.4%	0.0%	\$3,799	\$151,957
Sales Pace L3M: 0.3		2,470	4/3	2	2	\$516,990	\$15,000	\$0	\$10,340	\$5,170	\$517,500	\$210	-\$15,000	\$148	2.4%	0.0%	\$3,950	\$158,012
		2,640	3/2.5	2	2	\$531,990	\$15,000	\$0	\$10,640	\$5,320	\$532,950	\$202	-\$15,000	\$148	2.4%	0.0%	\$4,064	\$162,552
		3,050	4/2.5	2	2	\$549,990	\$15,000	\$0	\$11,000	\$5,500	\$551,490	\$181	-\$15,000	\$148	2.4%	0.0%	\$4,200	\$168,001
		2,427				\$511,657	\$15,000	\$0	🟢 \$10,233	\$5,117	\$512,006	\$214	-\$15,000	\$148	2.4%	0.0%	\$3,910	\$156,397

Competitive Supply Detail (CMA)

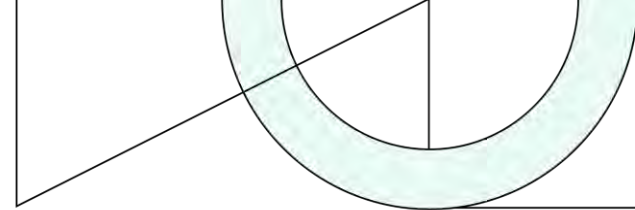
Appendix



Project Project Detail	Size				— Incentives —			— Typical Spending —			Estimated	Est.	Closing \$/ Incentive	— Pymt Impacting —			80.0%	35.0%
	(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Mo. HOA		Base Tax	Addl Taxes	7.0%	Qualifying Income	
8	Green Meadows/50 CastleRock Communities Green Meadows Celina Detached - 6,000 OR 50 Expected Sell-Out By 01/26 at 2.26 per mo.																	
Contracts / Sales Pace / SPL3M: 99 / 2.3 / 0.3	1,801	3/2	1	2	\$481,990	\$9,640	\$0	\$48,199	\$4,820	\$525,369	\$292	-\$9,640	\$148	2.4%	0.0%	\$3,995	\$159,799	
Annual Starts / L12M Start Rate: 15 / 1.3	2,009	4/2	1	2	\$489,990	\$9,800	\$0	\$48,999	\$4,900	\$534,089	\$266	-\$9,800	\$148	2.4%	0.0%	\$4,059	\$162,353	
Annual Closings / L12M Closing Rate: 22 / 1.8	2,009	3/2	1	2	\$489,990	\$9,800	\$0	\$48,999	\$4,900	\$534,089	\$266	-\$9,800	\$148	2.4%	0.0%	\$4,059	\$162,353	
Total Units / Occupancy / Occ. Rate: 140 / 89 / 6	2,264	3/2	1	2	\$509,990	\$10,200	\$0	\$50,999	\$5,100	\$555,889	\$246	-\$10,200	\$148	2.4%	0.0%	\$4,218	\$168,738	
	2,575	4/3	2	2	\$544,990	\$10,900	\$0	\$54,499	\$5,450	\$594,039	\$231	-\$10,900	\$148	2.4%	0.0%	\$4,498	\$179,912	
	2,697	4/3	2	2	\$559,990	\$11,200	\$0	\$55,999	\$5,600	\$610,389	\$226	-\$11,200	\$148	2.4%	0.0%	\$4,618	\$184,701	
	2,809	4/2.5	2	3	\$569,990	\$11,400	\$0	\$56,999	\$5,700	\$621,289	\$221	-\$11,400	\$148	2.4%	0.0%	\$4,697	\$187,894	
	2,959	4/2.5	2	2	\$579,990	\$11,600	\$0	\$57,999	\$5,800	\$632,189	\$214	-\$11,600	\$148	2.4%	0.0%	\$4,777	\$191,086	
	3,313	4/3.5	2	2	\$589,990	\$11,800	\$0	\$58,999	\$5,900	\$643,089	\$194	-\$11,800	\$148	2.4%	0.0%	\$4,857	\$194,279	
	3,542	5/4	2	2	\$614,990	\$12,300	\$0	\$61,499	\$6,150	\$670,339	\$189	-\$12,300	\$148	2.4%	0.0%	\$5,057	\$202,260	
	2,598				\$543,190	\$10,864	\$0	🟢 \$54,319	\$5,432	\$592,077	\$234	-\$10,864	\$148	2.4%	0.0%	\$4,483	\$179,337	
9	La Terra/40 Pacesetter Homes Uptown Celina Celina Detached - 3,500 OR 40 Expected Sell-Out By 10/26 at 0.76 per mo.																	
Contracts / Sales Pace / SPL3M: 3 / 0.8 / 0.3	1,415	3/2	1	2	\$376,900	\$15,000	\$0	\$26,383	\$3,769	\$392,052	\$277	-\$5,000	\$100	2.9%	0.0%	\$3,128	\$125,104	
Annual Starts / L12M Start Rate: 29 / 2.4	1,477	3/2	1	2	\$401,900	\$15,000	\$0	\$28,133	\$4,019	\$419,052	\$284	-\$5,000	\$100	2.9%	0.0%	\$3,336	\$133,444	
Annual Closings / L12M Closing Rate: 51 / 4.3	1,603	3/2	1	2	\$410,900	\$15,000	\$0	\$28,763	\$4,109	\$428,772	\$267	-\$5,000	\$100	2.9%	0.0%	\$3,411	\$136,446	
Total Units / Occupancy / Occ. Rate: 23 / 0 / 0%	1,607	3/2	1	2	\$384,900	\$15,000	\$0	\$26,943	\$3,849	\$400,692	\$249	-\$5,000	\$100	2.9%	0.0%	\$3,194	\$127,772	
	1,697	3/2	1	2	\$392,900	\$15,000	\$0	\$27,503	\$3,929	\$409,332	\$241	-\$5,000	\$100	2.9%	0.0%	\$3,261	\$130,441	
	1,762	3/2	1	2	\$414,900	\$15,000	\$0	\$29,043	\$4,149	\$433,092	\$246	-\$5,000	\$100	2.9%	0.0%	\$3,445	\$137,781	
	1,869	3/2	1	2	\$422,900	\$15,000	\$0	\$29,603	\$4,229	\$441,732	\$236	-\$5,000	\$100	2.9%	0.0%	\$3,511	\$140,450	
	1,949	3/2	1	2	\$435,900	\$15,000	\$0	\$30,513	\$4,359	\$455,772	\$234	-\$5,000	\$100	2.9%	0.0%	\$3,620	\$144,787	
	2,125	3/2	1	2	\$440,900	\$15,000	\$0	\$30,863	\$4,409	\$461,172	\$217	-\$5,000	\$100	2.9%	0.0%	\$3,661	\$146,455	
	1,723				\$409,122	\$15,000	\$0	🟢 \$28,639	\$4,091	\$426,852	\$250	-\$5,000	\$100	2.9%	0.0%	\$3,396	\$135,853	
10	La Terra/40 CastleRock Uptown Celina Celina Detached - 4,800 OR 40 Expected Sell-Out By 08/24 at 2.88 per mo.																	
Total Units/Remaining: 23 / 3	1,895	3/2.5	2	2	\$407,990	\$8,160	\$0	\$48,959	\$4,080	\$452,869	\$239	-\$8,160	\$100	2.9%	0.0%	\$3,597	\$143,890	
Contracts: 20	2,144	4/2.5	2	2	\$426,990	\$8,540	\$0	\$51,239	\$4,270	\$473,959	\$221	-\$8,540	\$100	2.9%	0.0%	\$3,760	\$150,404	
Sales Pace Overall: 2.9	2,163	3/2.5	2	2	\$429,990	\$8,600	\$0	\$51,599	\$4,300	\$477,289	\$221	-\$8,600	\$100	2.9%	0.0%	\$3,786	\$151,433	
Sales Pace L3M: 2.0	2,067				\$421,657	\$8,433	\$0	🟢 \$50,599	\$4,217	\$468,039	\$227	-\$8,433	\$100	2.9%	0.0%	\$3,714	\$148,576	

Competitive Supply Detail (CMA)

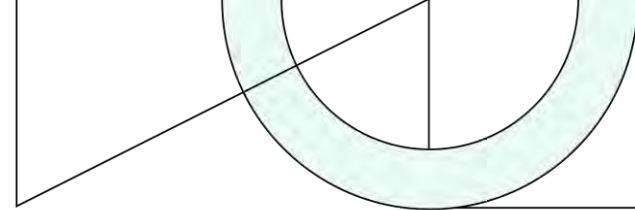
Appendix



Project		Size				— Incentives —			— Typical Spending —			Estimated	Est.	— Pymt Impacting —			80.0%	35.0%
Project Detail		(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Prnt.	Qualifying Income
11	La Terra/50 Pacesetter Homes Uptown Celina Celina Detached - 6,000 OR 50 Expected Sell-Out By 07/25 at 2.27 per mo.																	
Contracts / Sales Pace / SP L3M: 9 / 2.3 / 2.0		2,073	3/2	1	2	\$468,900	\$15,000	\$0	\$32,823	\$4,689	\$491,412	\$237	-\$5,000	\$100	2.9%	0.0%	\$3,895	\$155,796
Annual Starts / L12M Start Rate: 17 / 1.4		2,265	3/2	1	2	\$451,900	\$15,000	\$0	\$31,633	\$4,519	\$473,052	\$209	-\$5,000	\$100	2.9%	0.0%	\$3,753	\$150,124
Annual Closings / L12M Closing Rate: 9 / 0.8		2,391	4/3	2	2	\$463,900	\$15,000	\$0	\$32,473	\$4,639	\$486,012	\$203	-\$5,000	\$100	2.9%	0.0%	\$3,853	\$154,128
Total Units / Occupancy / Occ. Rate: 35 / 0 / 0%		2,393	4/2.5	2	2	\$446,900	\$15,000	\$0	\$31,283	\$4,469	\$467,652	\$195	-\$5,000	\$100	2.9%	0.0%	\$3,711	\$148,456
		2,403	4/2	1	2	\$498,900	\$15,000	\$0	\$34,923	\$4,989	\$523,812	\$218	-\$5,000	\$100	2.9%	0.0%	\$4,145	\$165,804
		2,538	3/2	1	2	\$508,900	\$15,000	\$0	\$35,623	\$5,089	\$534,612	\$211	-\$5,000	\$100	2.9%	0.0%	\$4,228	\$169,140
		2,684	4/3	2	2	\$496,900	\$15,000	\$0	\$34,783	\$4,969	\$521,652	\$194	-\$5,000	\$100	2.9%	0.0%	\$4,128	\$165,137
		2,816	4/2.5	2	2	\$504,900	\$15,000	\$0	\$35,343	\$5,049	\$530,292	\$188	-\$5,000	\$100	2.9%	0.0%	\$4,195	\$167,806
		3,029	4/2.5	2	2	\$522,900	\$15,000	\$0	\$36,603	\$5,229	\$549,732	\$181	-\$5,000	\$100	2.9%	0.0%	\$4,345	\$173,810
		2,510				\$484,900	\$15,000	\$0	\$33,943	\$4,849	\$508,692	\$204	-\$5,000	\$100	2.9%	0.0%	\$4,028	\$161,133
12	La Terra/50 CastleRock Uptown Celina Celina Detached - 6,000 OR 50 Expected Sell-Out By 02/25 at 2.30 per mo.																	
Total Units/Remaining: 30 / 14		1,651	3/2	1	2	\$419,990	\$8,400	\$0	\$54,599	\$4,200	\$470,389	\$285	-\$8,400	\$100	2.9%	0.0%	\$3,733	\$149,302
Contracts: 16		1,801	3/2	1	2	\$430,990	\$8,620	\$0	\$56,029	\$4,310	\$482,709	\$268	-\$8,620	\$100	2.9%	0.0%	\$3,828	\$153,107
Sales Pace Overall: 2.3		2,009	3/2	1	2	\$437,990	\$8,760	\$0	\$56,939	\$4,380	\$490,549	\$244	-\$8,760	\$100	2.9%	0.0%	\$3,888	\$155,529
Sales Pace L3M: 2.0		2,264	3/2	1	2	\$458,990	\$9,180	\$0	\$59,669	\$4,590	\$514,069	\$227	-\$9,180	\$100	2.9%	0.0%	\$4,070	\$162,794
		2,575	4/3	2	2	\$499,990	\$10,000	\$0	\$64,999	\$5,000	\$559,989	\$217	-\$10,000	\$100	2.9%	0.0%	\$4,424	\$176,979
		2,697	4/2.5	2	2	\$512,990	\$10,260	\$0	\$66,689	\$5,130	\$574,549	\$213	-\$10,260	\$100	2.9%	0.0%	\$4,537	\$181,476
		2,809	4/2.5	2	2	\$530,990	\$10,620	\$0	\$69,029	\$5,310	\$594,709	\$212	-\$10,620	\$100	2.9%	0.0%	\$4,693	\$187,704
		2,959	4/2.5	2	2	\$535,990	\$10,720	\$0	\$69,679	\$5,360	\$600,309	\$203	-\$10,720	\$100	2.9%	0.0%	\$4,736	\$189,433
		3,313	4/3.5	2	2	\$569,990	\$11,400	\$0	\$74,099	\$5,700	\$638,389	\$193	-\$11,400	\$100	2.9%	0.0%	\$5,030	\$201,196
		2,453				\$488,657	\$9,773	\$0	\$63,525	\$4,887	\$547,295	\$229	-\$9,773	\$100	2.9%	0.0%	\$4,326	\$173,058
13	La Terra/60 CastleRock Uptown Celina Celina Detached - 6,000 OR 60 Expected Sell-Out By 04/25 at 0.58 per mo.																	
Total Units/Remaining: 9 / 5		1,651	3/2	1	3	\$454,990	\$9,100	\$0	\$59,149	\$4,550	\$509,589	\$309	-\$9,100	\$71	2.9%	0.0%	\$4,006	\$160,250
Contracts: 4		1,801	3/2	1	3	\$465,990	\$9,320	\$0	\$60,579	\$4,660	\$521,909	\$290	-\$9,320	\$71	2.9%	0.0%	\$4,101	\$164,056
Sales Pace Overall: 0.6		2,009	3/2	1	3	\$472,990	\$9,460	\$0	\$61,489	\$4,730	\$529,749	\$264	-\$9,460	\$71	2.9%	0.0%	\$4,162	\$166,478
Sales Pace L3M: 1.0		2,264	3/2	1	3	\$493,990	\$9,880	\$0	\$64,219	\$4,940	\$553,269	\$244	-\$9,880	\$71	2.9%	0.0%	\$4,344	\$173,743
		2,575	4/3	2	3	\$534,990	\$10,700	\$0	\$69,549	\$5,350	\$599,189	\$233	-\$10,700	\$71	2.9%	0.0%	\$4,698	\$187,928
		2,697	4/2.5	2	3	\$547,990	\$10,960	\$0	\$71,239	\$5,480	\$613,749	\$228	-\$10,960	\$71	2.9%	0.0%	\$4,811	\$192,425
		2,809	4/2.5	2	3	\$565,990	\$11,320	\$0	\$73,579	\$5,660	\$633,909	\$226	-\$11,320	\$71	2.9%	0.0%	\$4,966	\$198,652
		2,959	4/2.5	2	3	\$570,990	\$11,420	\$0	\$74,229	\$5,710	\$639,509	\$216	-\$11,420	\$71	2.9%	0.0%	\$5,010	\$200,382
		3,313	4/3.5	2	3	\$604,990	\$12,100	\$0	\$78,649	\$6,050	\$677,589	\$205	-\$12,100	\$71	2.9%	0.0%	\$5,304	\$212,145
		2,453				\$523,657	\$10,473	\$0	\$68,075	\$5,237	\$586,495	\$246	-\$10,473	\$71	2.9%	0.0%	\$4,600	\$184,007

Competitive Supply Detail (CMA)

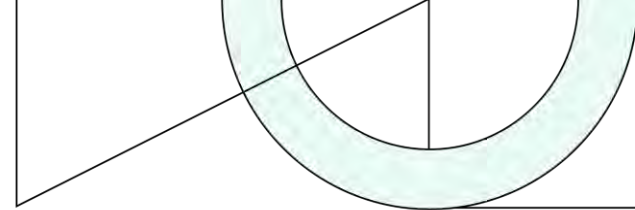
Appendix



					— Incentives —		— Typical Spending —			Estimated	Est.		— Pymt Impacting —			80.0%	35.0%
Project	Size				Base	Price	Options/	Options /	Lot	Estimated	Est.		Mo.	Base	Addl	7.0%	35.0%
Project Detail	(SF)	Bd/Ba	Level	Pkg	Price	Reduction	Upgrades	Upgrades	Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	HOA	Tax	Taxes	Mo.Pmt.	Qualifying Income
14	La Terra/60 Pacesetter Homes Uptown Celina Celina Detached - 7,200 OR 60 Expected Sell-Out By 01/25 at 0.76 per mo.																
Total Units/Remaining: 7 / 4	2,403	4/2	1	2	\$498,900	\$15,000	\$0	\$39,912	\$4,989	\$528,801	\$220	-\$5,000	\$100	2.9%	0.0%	\$4,184	\$167,345
Contracts: 3	2,532	3/2	1	2	\$508,900	\$15,000	\$0	\$40,712	\$5,089	\$539,701	\$213	-\$5,000	\$100	2.9%	0.0%	\$4,268	\$170,712
Sales Pace Overall: 0.8	2,684	4/3	2	2	\$496,900	\$15,000	\$0	\$39,752	\$4,969	\$526,621	\$196	-\$5,000	\$100	2.9%	0.0%	\$4,167	\$166,672
Sales Pace L3M: 0.7	2,816	4/2.5	2	2	\$504,900	\$15,000	\$0	\$40,392	\$5,049	\$535,341	\$190	-\$5,000	\$100	2.9%	0.0%	\$4,234	\$169,365
	2,846	3/2	1	2	\$538,900	\$15,000	\$0	\$43,112	\$5,389	\$572,401	\$201	-\$5,000	\$100	2.9%	0.0%	\$4,520	\$180,813
	2,867	4/3	2	2	\$546,900	\$15,000	\$0	\$43,752	\$5,469	\$581,121	\$203	-\$5,000	\$100	2.9%	0.0%	\$4,588	\$183,506
	2,934	4/3	2	2	\$554,900	\$15,000	\$0	\$44,392	\$5,549	\$589,841	\$201	-\$5,000	\$100	2.9%	0.0%	\$4,655	\$186,200
	3,029	4/2.5	2	2	\$522,900	\$15,000	\$0	\$41,832	\$5,229	\$554,961	\$183	-\$5,000	\$100	2.9%	0.0%	\$4,386	\$175,426
	3,082	4/3	2	2	\$563,900	\$15,000	\$0	\$45,112	\$5,639	\$599,651	\$195	-\$5,000	\$100	2.9%	0.0%	\$4,731	\$189,230
	3,096	4/3	2	2	\$534,900	\$15,000	\$0	\$42,792	\$5,349	\$568,041	\$183	-\$5,000	\$100	2.9%	0.0%	\$4,487	\$179,466
	3,156	4/3	2	2	\$586,900	\$15,000	\$0	\$46,952	\$5,869	\$624,721	\$198	-\$5,000	\$100	2.9%	0.0%	\$4,924	\$196,974
	2,859				\$532,627	\$15,000	\$0	🟢 \$42,610	\$5,326	\$565,564	\$199	-\$5,000	\$100	2.9%	0.0%	\$4,468	\$178,701
15	Cross Creek Meadows/40 Taylor Morrison Celina Detached - 4,800 OR 40 Expected Sell-Out By 07/25 at 0.52 per mo.																
Contracts / Sales Pace / SPL3M: 1 / 0.5 / 0.5	1,305	3/2	1	2	\$398,322	\$0	\$0	\$0	\$0	\$398,322	\$305	-\$10,000	\$79	2.3%	0.5%	\$3,129	\$125,166
Annual Starts / L12M Start Rate: 1 / 0.1	1,518	3/2	2	2	\$394,990	\$0	\$0	\$0	\$0	\$394,990	\$260	-\$10,000	\$79	2.3%	0.5%	\$3,105	\$124,201
Annual Closings / L12M Closing Rate: 0 / 0.0	1,693	3/2	2	2	\$441,446	\$0	\$0	\$0	\$0	\$441,446	\$261	-\$10,000	\$79	2.3%	0.5%	\$3,441	\$137,653
Total Units / Occupancy / Occ. Rate: 7 / 0 / 0%	1,882	4/3	2	2	\$467,914	\$0	\$0	\$0	\$0	\$467,914	\$249	-\$10,000	\$79	2.3%	0.4%	\$3,633	\$145,317
	1,932	3/2	2	2	\$483,633	\$0	\$0	\$0	\$0	\$483,633	\$250	-\$10,000	\$79	2.3%	0.4%	\$3,747	\$149,869
	1,666				\$437,261	\$0	\$0	🟢 \$0	\$0	\$437,261	\$265	-\$10,000	\$79	2.3%	0.5%	\$3,411	\$136,441
16	Cross Creek Meadows/55 Trophy Signature Homes Celina Detached - 5,500 OR 55 Expected Sell-Out By 03/26 at 2.61 per mo.																
Contracts / Sales Pace / SPL3M: 17 / 2.6 / 2.0	3,032	4/3	2	2	\$609,900	\$15,000	\$0	\$12,198	\$6,099	\$613,197	\$202	-\$15,000	\$79	2.3%	0.5%	\$4,763	\$190,515
Annual Starts / L12M Start Rate: 25 / 2.1	3,205	4/3	2	2	\$644,900	\$15,000	\$0	\$12,898	\$6,449	\$649,247	\$203	-\$15,000	\$79	2.3%	0.5%	\$5,024	\$200,942
Annual Closings / L12M Closing Rate: 5 / 0.4	3,445	4/4	2	2	\$654,900	\$15,000	\$0	\$13,098	\$6,549	\$659,547	\$191	-\$15,000	\$79	2.3%	0.5%	\$5,098	\$203,921
Total Units / Occupancy / Occ. Rate: 69 / 5 / 7%	3,596	5/4	2	2	\$659,900	\$15,000	\$0	\$13,198	\$6,599	\$664,697	\$185	-\$15,000	\$79	2.3%	0.5%	\$5,135	\$205,410
	3,600	5/4	2	2	\$674,900	\$15,000	\$0	\$13,498	\$6,749	\$680,147	\$189	-\$15,000	\$79	2.3%	0.4%	\$5,247	\$209,879
	3,890	5/4	2	2	\$694,900	\$15,000	\$0	\$13,898	\$6,949	\$700,747	\$180	-\$15,000	\$79	2.3%	0.4%	\$5,396	\$215,837
	3,461				\$656,567	\$15,000	\$0	🟢 \$13,131	\$6,566	\$661,264	\$192	-\$15,000	\$79	2.3%	0.5%	\$5,110	\$204,417

Competitive Supply Detail (CMA)

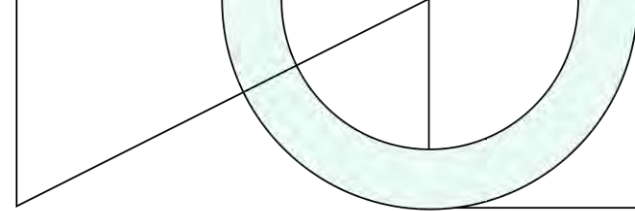
Appendix



Project		Size				— Incentives —			— Typical Spending —		Estimated	Est.	Closing \$/ Incentive	— Pymt Impacting —			80.0%	35.0%
Project Detail		(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF		Mo. HOA	Base Tax	Addl Taxes	7.0%	Qualifying
																		Mo.Pmt.
17	Cross Creek Meadows/60 Trophy Signature Homes Celina Detached - 6,000 OR 60 Expected Sell-Out By 05/28 at 1.53 per mo.																	
Contracts / Sales Pace / SPL3M: 10 / 1.5 / 1.7		2,653	4/3	1	3	\$639,900	\$15,000	\$0	\$12,798	\$6,399	\$644,097	\$243	-\$15,000	\$79	2.3%	0.5%	\$5,020	\$200,786
Annual Starts / L12M Start Rate: 16 / 1.3		3,557	4/3	2	2	\$689,900	\$15,000	\$0	\$13,798	\$6,899	\$695,597	\$196	-\$15,000	\$79	2.3%	0.5%	\$5,392	\$215,681
Annual Closings / L12M Closing Rate: 0 / 0.0		4,117	5/4	2	3	\$724,900	\$15,000	\$0	\$14,498	\$7,249	\$731,647	\$178	-\$15,000	\$79	2.3%	0.5%	\$5,653	\$226,108
Total Units / Occupancy / Occ. Rate: 80 / 0 / 0%		4,384	6/4	2	2	\$744,900	\$15,000	\$0	\$14,898	\$7,449	\$752,247	\$172	-\$15,000	\$79	2.3%	0.5%	\$5,802	\$232,066
		4,412	6/4	1	2	\$749,900	\$15,000	\$0	\$14,998	\$7,499	\$757,397	\$172	-\$15,000	\$79	2.3%	0.4%	\$5,839	\$233,555
		3,825				\$709,900	\$15,000	\$0	\$14,198	\$7,099	\$716,197	\$192	-\$15,000	\$79	2.3%	0.5%	\$5,541	\$221,639
18	Cross Creek Meadows/55 Taylor Morrison Celina Detached - 6,600 OR 55 Expected Sell-Out By 11/25 at 2.28 per mo.																	
Contracts / Sales Pace / SPL3M: 30 / 2.3 / 2.0		2,035	3/2	1	1	\$537,990	\$0	\$30,000	\$53,799	\$8,070	\$569,859	\$280	-\$10,000	\$79	2.3%	0.5%	\$4,450	\$177,980
Annual Starts / L12M Start Rate: 27 / 2.3		2,596	4/3	2	2	\$580,990	\$0	\$30,000	\$58,099	\$8,715	\$617,804	\$238	-\$10,000	\$79	2.3%	0.5%	\$4,796	\$191,847
Annual Closings / L12M Closing Rate: 1 / 0.1		2,770	5/3	2	3	\$589,990	\$0	\$30,000	\$58,999	\$8,850	\$627,839	\$227	-\$10,000	\$79	2.3%	0.5%	\$4,869	\$194,750
Total Units / Occupancy / Occ. Rate: 66 / 1 / 2%		2,952	4/3	2	3	\$616,990	\$0	\$30,000	\$61,699	\$9,255	\$657,944	\$223	-\$10,000	\$79	2.3%	0.5%	\$5,086	\$203,457
		2,588				\$581,490	\$0	\$30,000	\$58,149	\$8,722	\$618,361	\$242	-\$10,000	\$79	2.3%	0.5%	\$4,800	\$192,009
19	Cross Creek Meadows/60 Taylor Morrison Celina Detached - 7,200 OR 60 Expected Sell-Out By 08/25 at 2.35 per mo.																	
Contracts / Sales Pace / SPL3M: 31 / 2.3 / 5.0		2,448	4/3	1	3	\$602,990	\$0	\$25,000	\$60,299	\$9,045	\$647,334	\$264	-\$10,000	\$79	2.3%	0.5%	\$5,043	\$201,722
Annual Starts / L12M Start Rate: 19 / 1.6		2,717	4/3	1	2	\$614,990	\$0	\$25,000	\$61,499	\$9,225	\$660,714	\$243	-\$10,000	\$79	2.3%	0.5%	\$5,140	\$205,592
Annual Closings / L12M Closing Rate: 1 / 0.1		2,859	4/3	2	3	\$637,990	\$0	\$25,000	\$63,799	\$9,570	\$686,359	\$240	-\$10,000	\$79	2.3%	0.5%	\$5,325	\$213,009
Total Units / Occupancy / Occ. Rate: 61 / 1 / 2%		3,362	4/3	2	3	\$674,990	\$0	\$25,000	\$67,499	\$10,125	\$727,614	\$216	-\$10,000	\$79	2.3%	0.5%	\$5,624	\$224,941
		3,459	4/3	2	3	\$688,990	\$0	\$25,000	\$68,899	\$10,335	\$743,224	\$215	-\$10,000	\$79	2.3%	0.5%	\$5,736	\$229,456
		3,967	4/3	2	3	\$737,990	\$0	\$25,000	\$73,799	\$11,070	\$797,859	\$201	-\$10,000	\$79	2.3%	0.4%	\$6,131	\$245,258
		3,135				\$659,657	\$0	\$25,000	\$65,966	\$9,895	\$710,517	\$230	-\$10,000	\$79	2.3%	0.5%	\$5,500	\$219,996
20	Parks at Wilson Creek/40 Perry Homes Parks at Wilson Creek Celina Detached - 4,400 OR 40 Expected Sell-Out By 11/24 at 1.39 per mo.																	
Contracts / Sales Pace / SPL3M: 19 / 1.4 / 1.0		1,889	3/2	1	2	\$477,900	\$5,000	\$20,000	\$38,232	\$4,779	\$495,911	\$263	-\$5,400	\$135	2.1%	0.5%	\$3,851	\$154,028
Annual Starts / L12M Start Rate: 29 / 2.4		1,993	3/2	1	2	\$484,900	\$5,000	\$20,000	\$38,792	\$4,849	\$503,541	\$253	-\$5,400	\$135	2.1%	0.5%	\$3,905	\$156,181
Annual Closings / L12M Closing Rate: 16 / 1.3		2,024	3/2	1	2	\$482,900	\$5,000	\$20,000	\$38,632	\$4,829	\$501,361	\$248	-\$5,400	\$135	2.1%	0.5%	\$3,889	\$155,566
Total Units / Occupancy / Occ. Rate: 26 / 16 / 62		2,056	3/2	1	2	\$479,900	\$5,000	\$20,000	\$38,392	\$4,799	\$498,091	\$242	-\$5,400	\$135	2.1%	0.5%	\$3,866	\$154,643
		2,846	4/3	2	2	\$567,900	\$5,000	\$20,000	\$45,432	\$5,679	\$594,011	\$209	-\$5,400	\$135	2.1%	0.4%	\$4,543	\$181,714
		2,903	4/3	2	2	\$586,900	\$5,000	\$20,000	\$46,952	\$5,869	\$614,721	\$212	-\$5,400	\$135	2.1%	0.4%	\$4,689	\$187,559
		3,047	4/3	2	2	\$585,900	\$5,000	\$20,000	\$46,872	\$5,859	\$613,631	\$201	-\$5,400	\$135	2.1%	0.4%	\$4,681	\$187,252
		3,342	4/3	2	2	\$625,900	\$5,000	\$20,000	\$50,072	\$6,259	\$657,231	\$197	-\$5,400	\$135	2.1%	0.4%	\$4,989	\$199,557
		2,513				\$536,525	\$5,000	\$20,000	\$42,922	\$5,365	\$559,812	\$228	-\$5,400	\$135	2.1%	0.5%	\$4,302	\$172,063

Competitive Supply Detail (CMA)

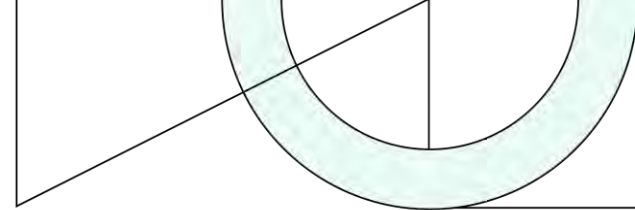
Appendix



						— Incentives —			— Typical Spending —		Estimated	Est.		— Pymt Impacting —			80.0%	35.0%
Project	Size				Base	Price	Options/	Options /	Lot	Closing	Closing		Closing \$/	Mo.	Base	Addl	7.0%	Qualifying
Project Detail	(SF)	Bd/Ba	Level	Pkg	Price	Reduction	Upgrades	Upgrades	Premiums	Price	\$/SF		Incentive	HOA	Tax	Taxes	Mo.Pmnt.	Income
21 Parks at Wilson Creek/40 Highland Homes Parks at Wilson Creek Celina Detached - 5,200 OR 40 Expected Sell-Out By 11/24 at 2.87 per mo.																		
Contracts / Sales Pace / SPL3M: 50 / 2.9 / 4.3	1,597	3/2	1	2	\$461,990	\$10,000	\$0	\$55,439	\$4,620	\$512,049	\$321		-\$10,000	\$135	2.1%	0.5%	\$3,965	\$158,582
Annual Starts / L12M Start Rate: 33 / 2.8	1,612	3/2	1	2	\$464,990	\$10,000	\$0	\$55,799	\$4,650	\$515,439	\$320		-\$10,000	\$135	2.1%	0.5%	\$3,988	\$159,539
Annual Closings / L12M Closing Rate: 27 / 2.3	1,612	3/2	1	2	\$469,990	\$10,000	\$0	\$56,399	\$4,700	\$521,089	\$323		-\$10,000	\$135	2.1%	0.5%	\$4,028	\$161,134
Total Units / Occupancy / Occ. Rate: 63 / 27 / 43	1,665	3/2	1	2	\$467,990	\$10,000	\$0	\$56,159	\$4,680	\$518,829	\$312		-\$10,000	\$135	2.1%	0.5%	\$4,012	\$160,496
	1,979	3/2	2	2	\$509,990	\$10,000	\$0	\$61,199	\$5,100	\$566,289	\$286		-\$10,000	\$135	2.1%	0.5%	\$4,347	\$173,890
	2,098	3/2	2	2	\$518,990	\$10,000	\$0	\$62,279	\$5,190	\$576,459	\$275		-\$10,000	\$135	2.1%	0.5%	\$4,419	\$176,761
	2,273	3/2	2	2	\$522,990	\$10,000	\$0	\$62,759	\$5,230	\$580,979	\$256		-\$10,000	\$135	2.1%	0.4%	\$4,451	\$178,036
	2,298	3/2	2	2	\$528,990	\$10,000	\$0	\$63,479	\$5,290	\$587,759	\$256		-\$10,000	\$135	2.1%	0.4%	\$4,499	\$179,950
	2,333	3/2	2	2	\$534,990	\$10,000	\$0	\$64,199	\$5,350	\$594,539	\$255		-\$10,000	\$135	2.1%	0.4%	\$4,547	\$181,863
	2,349	3/2	2	2	\$524,990	\$10,000	\$0	\$62,999	\$5,250	\$583,239	\$248		-\$10,000	\$135	2.1%	0.4%	\$4,467	\$178,674
	2,454	4/3	2	2	\$528,990	\$10,000	\$0	\$63,479	\$5,290	\$587,759	\$240		-\$10,000	\$135	2.1%	0.4%	\$4,499	\$179,950
	2,025				\$503,172	\$10,000	\$0	🟢 \$60,381	\$5,032	\$558,584	\$281		-\$10,000	\$135	2.1%	0.5%	\$4,293	\$171,716
22 Parks at Wilson Creek/50 David Weekley Homes Parks at Wilson Creek Celina Detached - 6,000 OR 50 Expected Sell-Out By 09/24 at 4.47 per mo.																		
Contracts / Sales Pace / SPL3M: 58 / 4.5 / 4.7	1,736	3/2	1	2	\$527,990	\$0	\$0	\$52,799	\$5,280	\$586,069	\$338		-\$15,000	\$143	2.1%	0.5%	\$4,503	\$180,126
Annual Starts / L12M Start Rate: 41 / 3.4	1,875	3/2	1	2	\$539,990	\$0	\$0	\$53,999	\$5,400	\$599,389	\$320		-\$15,000	\$143	2.1%	0.5%	\$4,597	\$183,886
Annual Closings / L12M Closing Rate: 28 / 2.3	2,101	3/2	1	2	\$550,990	\$0	\$0	\$55,099	\$5,510	\$611,599	\$291		-\$15,000	\$143	2.1%	0.4%	\$4,683	\$187,332
Total Units / Occupancy / Occ. Rate: 65 / 28 / 43	2,255	3/2	1	2	\$559,990	\$0	\$0	\$55,999	\$5,600	\$621,589	\$276		-\$15,000	\$143	2.1%	0.4%	\$4,754	\$190,151
	2,255	4/3	1	2	\$560,990	\$0	\$0	\$56,099	\$5,610	\$622,699	\$276		-\$15,000	\$143	2.1%	0.4%	\$4,762	\$190,464
	2,425	4/3	1	3	\$575,990	\$0	\$0	\$57,599	\$5,760	\$639,349	\$264		-\$15,000	\$143	2.1%	0.4%	\$4,879	\$195,164
	2,433	4/3	1	2	\$561,990	\$0	\$0	\$56,199	\$5,620	\$623,809	\$256		-\$15,000	\$143	2.1%	0.4%	\$4,769	\$190,778
	2,645	4/2	2	2	\$593,990	\$0	\$0	\$59,399	\$5,940	\$659,329	\$249		-\$15,000	\$143	2.1%	0.4%	\$5,020	\$200,802
	2,687	4/3	2	2	\$608,990	\$0	\$0	\$60,899	\$6,090	\$675,979	\$252		-\$15,000	\$143	2.1%	0.4%	\$5,138	\$205,502
	2,855	4/2	2	2	\$613,990	\$0	\$0	\$61,399	\$6,140	\$681,529	\$239		-\$15,000	\$143	2.1%	0.4%	\$5,177	\$207,068
	2,978	4/3	2	2	\$617,990	\$0	\$0	\$61,799	\$6,180	\$685,969	\$230		-\$15,000	\$143	2.1%	0.4%	\$5,208	\$208,321
	3,299	5/4	2	2	\$629,990	\$0	\$0	\$62,999	\$6,300	\$699,289	\$212		-\$15,000	\$143	2.1%	0.4%	\$5,302	\$212,080
	2,462				\$578,573	\$0	\$0	🟢 \$57,857	\$5,786	\$642,216	\$267		-\$15,000	\$143	2.1%	0.4%	\$4,899	\$195,973

Competitive Supply Detail (CMA)

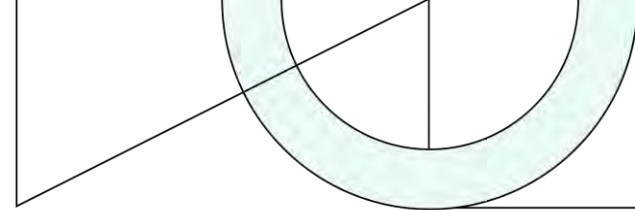
Appendix



Project		Size			— Incentives —			— Typical Spending —			Estimated	Est.		— Pymt Impacting —			80.0%	35.0%
Project Detail		Size (SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
23	Parks at Wilson Creek/50 Highland Homes		Parks at Wilson Creek		Celina	Detached - 6,500 OR 50			Expected Sell-Out By 01/25 at 2.92 per mo.									
Contracts / Sales Pace / SPL3M: 46 / 2.9 / 5.3		1,864	3/2	1	2	\$580,990	\$10,000	\$0	\$69,719	\$5,810	\$646,519	\$347	-\$10,000	\$143	2.1%	0.4%	\$4,930	\$197,187
Annual Starts / L12M Start Rate: 33 / 2.8		2,055	4/2	1	2	\$592,990	\$10,000	\$0	\$71,159	\$5,930	\$660,079	\$321	-\$10,000	\$143	2.1%	0.4%	\$5,025	\$201,014
Annual Closings / L12M Closing Rate: 24 / 2.0		2,133	4/2	1	2	\$588,990	\$10,000	\$0	\$70,679	\$5,890	\$655,559	\$307	-\$10,000	\$143	2.1%	0.4%	\$4,993	\$199,738
Total Units / Occupancy / Occ. Rate: 65 / 24 / 37		2,240	4/2	1	2	\$593,990	\$10,000	\$0	\$71,279	\$5,940	\$661,209	\$295	-\$10,000	\$143	2.1%	0.4%	\$5,033	\$201,333
		2,263	4/2	1	2	\$600,990	\$10,000	\$0	\$72,119	\$6,010	\$669,119	\$296	-\$10,000	\$143	2.1%	0.4%	\$5,089	\$203,565
		2,299	4/2	1	2	\$600,990	\$10,000	\$0	\$72,119	\$6,010	\$669,119	\$291	-\$10,000	\$143	2.1%	0.4%	\$5,089	\$203,565
		2,486	4/3	2	2	\$662,990	\$10,000	\$0	\$79,559	\$6,630	\$739,179	\$297	-\$10,000	\$143	2.1%	0.4%	\$5,583	\$223,339
		2,490	4/3	2	2	\$641,990	\$10,000	\$0	\$77,039	\$6,420	\$715,449	\$287	-\$10,000	\$143	2.1%	0.4%	\$5,416	\$216,641
		2,593	4/3	2	2	\$636,990	\$10,000	\$0	\$76,439	\$6,370	\$709,799	\$274	-\$10,000	\$143	2.1%	0.4%	\$5,376	\$215,047
		2,676	4/4	2	2	\$669,990	\$10,000	\$0	\$80,399	\$6,700	\$747,089	\$279	-\$10,000	\$143	2.1%	0.4%	\$5,639	\$225,571
		2,679	4/4	2	2	\$657,990	\$10,000	\$0	\$78,959	\$6,580	\$733,529	\$274	-\$10,000	\$143	2.1%	0.4%	\$5,544	\$221,744
		2,788	4/3	2	2	\$671,990	\$10,000	\$0	\$80,639	\$6,720	\$749,349	\$269	-\$10,000	\$143	2.1%	0.4%	\$5,655	\$226,209
		2,843	4/3	2	2	\$659,990	\$10,000	\$0	\$79,199	\$6,600	\$735,789	\$259	-\$10,000	\$143	2.1%	0.4%	\$5,560	\$222,382
		2,960	4/4	2	2	\$682,990	\$10,000	\$0	\$81,959	\$6,830	\$761,779	\$257	-\$10,000	\$143	2.1%	0.4%	\$5,743	\$229,717
		2,965	4/3	2	2	\$674,990	\$10,000	\$0	\$80,999	\$6,750	\$752,739	\$254	-\$10,000	\$143	2.1%	0.4%	\$5,679	\$227,166
		2,489				\$634,590	\$10,000	\$0	🟢 \$76,151	\$6,346	\$707,087	\$287	-\$10,000	\$143	2.1%	0.4%	\$5,357	\$214,281
		24	Parks at Wilson Creek/60 Tradition Homes		Parks at Wilson Creek		Celina	Detached - 7,200 OR 60			Expected Sell-Out By 07/24 at 3.04 per mo.							
Contracts / Sales Pace / SPL3M: 38 / 3.0 / 0.7		2,980	3/3	1	3	\$701,900	\$4,000	\$0	\$105,285	\$7,019	\$810,204	\$272	\$0	\$143	2.1%	0.4%	\$6,110	\$244,384
Annual Starts / L12M Start Rate: 32 / 2.7		3,126	4/4	1	3	\$711,900	\$4,000	\$0	\$106,785	\$7,119	\$821,804	\$263	\$0	\$143	2.1%	0.4%	\$6,191	\$247,658
Annual Closings / L12M Closing Rate: 15 / 1.3		3,505	4/4	2	3	\$776,900	\$4,000	\$0	\$116,535	\$7,769	\$897,204	\$256	\$0	\$143	2.1%	0.3%	\$6,723	\$268,938
Total Units / Occupancy / Occ. Rate: 40 / 15 / 38		3,876	4/4	2	3	\$791,900	\$4,000	\$0	\$118,785	\$7,919	\$914,604	\$236	\$0	\$143	2.1%	0.3%	\$6,846	\$273,849
		3,897	4/4	2	3	\$807,900	\$4,000	\$0	\$121,185	\$8,079	\$933,164	\$239	\$0	\$143	2.1%	0.3%	\$6,977	\$279,087
		4,086	4/4	2	3	\$791,900	\$4,000	\$0	\$118,785	\$7,919	\$914,604	\$224	\$0	\$143	2.1%	0.3%	\$6,846	\$273,849
		3,578				\$763,733	\$4,000	\$0	🟢 \$114,560	\$7,637	\$881,931	\$248	\$0	\$143	2.1%	0.3%	\$6,616	\$264,627

Competitive Supply Detail (CMA)

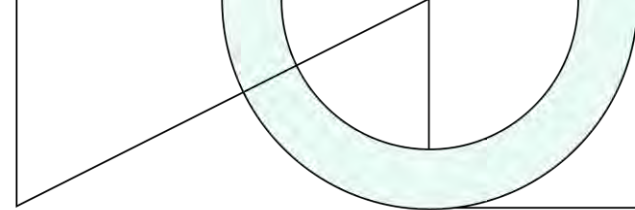
Appendix



Project		Size				— Incentives —		— Typical Spending —		Estimated	Est.		— Pymt Impacting —			80.0%	35.0%	
Project Detail		Size (SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
25	Parks at Wilson Creek/60 Perry Homes Parks at Wilson Creek Celina Detached - 7,800 OR 60 Expected Sell-Out By 08/24 at 2.15 per mo.																	
Contracts / Sales Pace / SPL3M: 33 / 2.1 / 1.7		2,737	4/3	1	2	\$628,900	\$0	\$20,000	\$75,468	\$6,289	\$690,657	\$252	-\$20,000	\$143	2.1%	0.4%	\$5,266	\$210,644
Annual Starts / L12M Start Rate: 20 / 1.7		2,850	4/3	1	3	\$656,900	\$0	\$20,000	\$78,828	\$6,569	\$722,297	\$253	-\$20,000	\$143	2.1%	0.4%	\$5,489	\$219,574
Annual Closings / L12M Closing Rate: 30 / 2.5		2,885	4/3	1	3	\$674,900	\$0	\$20,000	\$80,988	\$6,749	\$742,637	\$257	-\$20,000	\$143	2.1%	0.4%	\$5,633	\$225,315
Total Units / Occupancy / Occ. Rate: 34 / 30 / 88		2,916	4/3	1	3	\$664,900	\$0	\$20,000	\$79,788	\$6,649	\$731,337	\$251	-\$20,000	\$143	2.1%	0.4%	\$5,553	\$222,125
		2,944	4/3	1	3	\$666,900	\$0	\$20,000	\$80,028	\$6,669	\$733,597	\$249	-\$20,000	\$143	2.1%	0.4%	\$5,569	\$222,763
		2,994	4/3	1	3	\$658,900	\$0	\$20,000	\$79,068	\$6,589	\$724,557	\$242	-\$20,000	\$143	2.1%	0.4%	\$5,505	\$220,212
		3,094	4/3	1	3	\$659,900	\$0	\$20,000	\$79,188	\$6,599	\$725,687	\$235	-\$20,000	\$143	2.1%	0.4%	\$5,513	\$220,531
		3,112	4/3	1	3	\$689,900	\$0	\$20,000	\$82,788	\$6,899	\$759,587	\$244	-\$20,000	\$143	2.1%	0.4%	\$5,752	\$230,098
		3,206	4/3	1	3	\$684,900	\$0	\$20,000	\$82,188	\$6,849	\$753,937	\$235	-\$20,000	\$143	2.1%	0.4%	\$5,713	\$228,504
		3,257	4/3	1	3	\$683,900	\$0	\$20,000	\$82,068	\$6,839	\$752,807	\$231	-\$20,000	\$143	2.1%	0.4%	\$5,705	\$228,185
		3,396	4/3	2	3	\$731,900	\$0	\$20,000	\$87,828	\$7,319	\$807,047	\$238	-\$20,000	\$143	2.1%	0.4%	\$6,087	\$243,493
		3,399	4/3	2	3	\$720,900	\$0	\$20,000	\$86,508	\$7,209	\$794,617	\$234	-\$20,000	\$143	2.1%	0.4%	\$6,000	\$239,985
		3,546	5/4	2	3	\$718,900	\$0	\$20,000	\$86,268	\$7,189	\$792,357	\$223	-\$20,000	\$143	2.1%	0.4%	\$5,984	\$239,347
		3,568	4/3	2	3	\$717,900	\$0	\$20,000	\$86,148	\$7,179	\$791,227	\$222	-\$20,000	\$143	2.1%	0.4%	\$5,976	\$239,028
		3,593	5/4	2	3	\$737,900	\$0	\$20,000	\$88,548	\$7,379	\$813,827	\$227	-\$20,000	\$143	2.1%	0.4%	\$6,135	\$245,407
		3,650	4/4	2	3	\$737,900	\$0	\$20,000	\$88,548	\$7,379	\$813,827	\$223	-\$20,000	\$143	2.1%	0.4%	\$6,135	\$245,407
		3,797	5/4	2	3	\$757,900	\$0	\$20,000	\$90,948	\$7,579	\$836,427	\$220	-\$20,000	\$143	2.1%	0.4%	\$6,295	\$251,785
		4,016	5/4	2	3	\$759,900	\$0	\$20,000	\$91,188	\$7,599	\$838,687	\$209	-\$20,000	\$143	2.1%	0.4%	\$6,311	\$252,423
		3,276				\$697,400	\$0	\$20,000	🟢\$83,688	\$6,974	\$768,062	\$236	-\$20,000	\$143	2.1%	0.4%	\$5,812	\$232,490
26	North Sky/55 American Legend Homes North Sky Celina Celina Detached - 7,800 OR 55 Expected Sell-Out By 05/25 at 4.69 per mo.																	
Contracts / Sales Pace / SPL3M: 6 / 4.7 / 4.7		2,001	4/3	1	2	\$485,990	\$0	\$0	\$82,618	\$4,860	\$573,468	\$287	-\$15,000	\$92	2.1%	0.5%	\$4,396	\$175,850
Annual Starts / L12M Start Rate: 1 / 0.1		2,207	3/2	1	2	\$494,990	\$0	\$0	\$84,148	\$4,950	\$584,088	\$265	-\$15,000	\$92	2.1%	0.5%	\$4,471	\$178,847
Annual Closings / L12M Closing Rate: 0 / 0.0		2,386	4/3	1	2	\$514,990	\$0	\$0	\$87,548	\$5,150	\$607,688	\$255	-\$15,000	\$92	2.1%	0.5%	\$4,638	\$185,508
Total Units / Occupancy / Occ. Rate: 51 / 0 / 0%		2,429	4/3	1	2	\$521,990	\$0	\$0	\$88,738	\$5,220	\$615,948	\$254	-\$15,000	\$92	2.1%	0.5%	\$4,696	\$187,839
		2,510	4/3	1	2	\$529,990	\$0	\$0	\$90,098	\$5,300	\$625,388	\$249	-\$15,000	\$92	2.1%	0.5%	\$4,763	\$190,503
		2,725	4/3	2	2	\$559,990	\$0	\$0	\$95,198	\$5,600	\$660,788	\$242	-\$15,000	\$92	2.1%	0.5%	\$5,012	\$200,494
		2,879	4/3	2	2	\$584,990	\$0	\$0	\$99,448	\$5,850	\$690,288	\$240	-\$15,000	\$92	2.1%	0.4%	\$5,221	\$208,820
		3,007	4/3	2	3	\$594,990	\$0	\$0	\$101,148	\$5,950	\$702,088	\$233	-\$15,000	\$92	2.1%	0.4%	\$5,304	\$212,150
		3,109	4/3	2	2	\$599,990	\$0	\$0	\$101,998	\$6,000	\$707,988	\$228	-\$15,000	\$92	2.1%	0.4%	\$5,345	\$213,816
		3,178	4/4	2	2	\$624,990	\$0	\$0	\$106,248	\$6,250	\$737,488	\$232	-\$15,000	\$92	2.1%	0.4%	\$5,554	\$222,141
		3,220	4/3	2	3	\$629,990	\$0	\$0	\$107,098	\$6,300	\$743,388	\$231	-\$15,000	\$92	2.1%	0.4%	\$5,595	\$223,807
		2,696				\$558,445	\$0	\$0	🟢\$94,936	\$5,584	\$658,965	\$247	-\$15,000	\$92	2.1%	0.5%	\$4,999	\$199,980

Competitive Supply Detail (CMA)

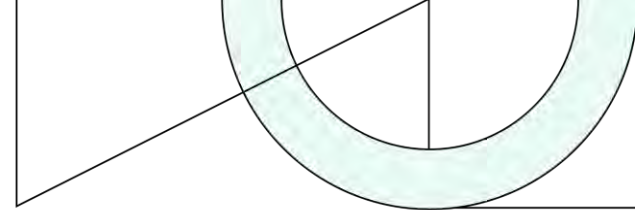
Appendix



Project		Size				— Incentives —			— Typical Spending —			Estimated	Est.				— Pymt Impacting —		80.0%	35.0%
Project Detail		Size (SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income		
27	North Sky/65 American Legend Homes North Sky Celina Celina Detached - 7,800 OR 65 Expected Sell-Out By 05/30 at 0.78 per mo.																			
Contracts / Sales Pace / SPL3M: 1 / 0.8 / 0.8		2,284	4/2	1	2	\$534,990	\$0	\$0	\$101,648	\$5,350	\$641,988	\$281	-\$15,000	\$92	2.1%	0.5%	\$4,913	\$196,535		
Annual Starts / L12M Start Rate: 1 / 0.1		2,429	4/3	1	2	\$564,990	\$0	\$0	\$107,348	\$5,650	\$677,988	\$279	-\$15,000	\$92	2.1%	0.5%	\$5,167	\$206,695		
Annual Closings / L12M Closing Rate: 0 / 0.0		2,665	4/3	1	2	\$577,990	\$0	\$0	\$109,818	\$5,780	\$693,588	\$260	-\$15,000	\$92	2.1%	0.5%	\$5,277	\$211,098		
Total Units / Occupancy / Occ. Rate: 55 / 0 / 0%		2,671	4/3	1	2	\$579,990	\$0	\$0	\$110,198	\$5,800	\$695,988	\$261	-\$15,000	\$92	2.1%	0.5%	\$5,294	\$211,775		
		2,687	4/3	2	2	\$594,990	\$0	\$0	\$113,048	\$5,950	\$713,988	\$266	-\$15,000	\$92	2.1%	0.5%	\$5,421	\$216,856		
		2,702	4/3	2	2	\$604,990	\$0	\$0	\$114,948	\$6,050	\$725,988	\$269	-\$15,000	\$92	2.1%	0.5%	\$5,506	\$220,242		
		2,725	4/3	2	2	\$609,990	\$0	\$0	\$115,898	\$6,100	\$731,988	\$269	-\$15,000	\$92	2.1%	0.5%	\$5,548	\$221,936		
		2,744	3/2	1	3	\$609,990	\$0	\$0	\$115,898	\$6,100	\$731,988	\$267	-\$15,000	\$92	2.1%	0.5%	\$5,548	\$221,936		
		2,946	4/3	2	2	\$619,990	\$0	\$0	\$117,798	\$6,200	\$743,988	\$253	-\$15,000	\$92	2.1%	0.5%	\$5,633	\$225,322		
		3,007	4/3	2	3	\$634,990	\$0	\$0	\$120,648	\$6,350	\$761,988	\$253	-\$15,000	\$92	2.1%	0.5%	\$5,760	\$230,403		
		3,230	4/4	2	3	\$659,990	\$0	\$0	\$125,398	\$6,600	\$791,988	\$245	-\$15,000	\$92	2.1%	0.4%	\$5,972	\$238,870		
		3,438	4/4	2	3	\$669,990	\$0	\$0	\$127,298	\$6,700	\$803,988	\$234	-\$15,000	\$92	2.1%	0.4%	\$6,056	\$242,256		
		2,794				\$605,240	\$0	\$0	\$114,996	\$6,052	\$726,288	\$261	-\$15,000	\$92	2.1%	0.5%	\$5,508	\$220,327		
28	North Sky/55 Perry Homes North Sky Celina Celina Detached - 6,600 OR 55 Expected Sell-Out By 11/25 at 2.45 per mo.																			
Total Units/Remaining: 51 / 42		2,493	4/3	1	3	\$569,900	\$11,000	\$20,000	\$45,592	\$5,699	\$590,191	\$237	-\$5,400	\$92	2.1%	0.5%	\$4,514	\$180,570		
Contracts: 9		2,504	4/3	1	2	\$548,900	\$11,000	\$20,000	\$43,912	\$5,489	\$567,301	\$227	-\$5,400	\$92	2.1%	0.5%	\$4,353	\$174,109		
Sales Pace Overall: 2.5		2,519	4/3	1	2	\$554,900	\$11,000	\$20,000	\$44,392	\$5,549	\$573,841	\$228	-\$5,400	\$92	2.1%	0.5%	\$4,399	\$175,955		
Sales Pace L3M: 1.0		2,545	4/3	1	2	\$554,900	\$11,000	\$20,000	\$44,392	\$5,549	\$573,841	\$225	-\$5,400	\$92	2.1%	0.5%	\$4,399	\$175,955		
		2,586	4/3	1	2	\$568,900	\$11,000	\$20,000	\$45,512	\$5,689	\$589,101	\$228	-\$5,400	\$92	2.1%	0.5%	\$4,507	\$180,262		
		2,599	4/3	2	2	\$598,900	\$11,000	\$20,000	\$47,912	\$5,989	\$621,801	\$239	-\$5,400	\$92	2.1%	0.5%	\$4,737	\$189,491		
		2,694	4/3	2	2	\$597,900	\$11,000	\$20,000	\$47,832	\$5,979	\$620,711	\$230	-\$5,400	\$92	2.1%	0.5%	\$4,730	\$189,183		
		2,726	4/3	1	2	\$572,900	\$11,000	\$20,000	\$45,832	\$5,729	\$593,461	\$218	-\$5,400	\$92	2.1%	0.5%	\$4,537	\$181,493		
		2,737	4/3	1	2	\$584,900	\$11,000	\$20,000	\$46,792	\$5,849	\$606,541	\$222	-\$5,400	\$92	2.1%	0.5%	\$4,630	\$185,184		
		2,797	4/3	2	2	\$605,900	\$11,000	\$20,000	\$48,472	\$6,059	\$629,431	\$225	-\$5,400	\$92	2.1%	0.5%	\$4,791	\$191,644		
		2,999	4/3	2	3	\$642,900	\$11,000	\$20,000	\$51,432	\$6,429	\$669,761	\$223	-\$5,400	\$92	2.1%	0.5%	\$5,076	\$203,027		
		3,095	4/3	2	3	\$635,900	\$11,000	\$20,000	\$50,872	\$6,359	\$662,131	\$214	-\$5,400	\$92	2.1%	0.5%	\$5,022	\$200,873		
		3,299	4/3	2	3	\$654,900	\$11,000	\$20,000	\$52,392	\$6,549	\$682,841	\$207	-\$5,400	\$92	2.1%	0.5%	\$5,168	\$206,718		
		3,395	4/3	2	3	\$671,900	\$11,000	\$20,000	\$53,752	\$6,719	\$701,371	\$207	-\$5,400	\$92	2.1%	0.4%	\$5,299	\$211,948		
		3,396	4/3	2	3	\$679,900	\$11,000	\$20,000	\$54,392	\$6,799	\$710,091	\$209	-\$5,400	\$92	2.1%	0.4%	\$5,360	\$214,409		
		2,826				\$602,900	\$11,000	\$20,000	\$48,232	\$6,029	\$626,161	\$223	-\$5,400	\$92	2.1%	0.5%	\$4,768	\$190,722		

Competitive Supply Detail (CMA)

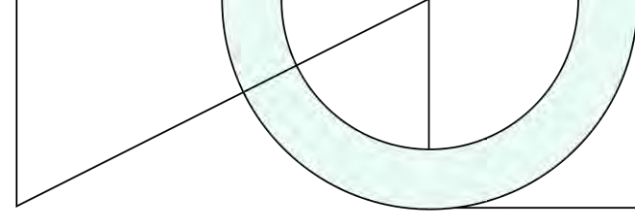
Appendix



					— Incentives —		— Typical Spending —			Estimated	Est.		— Pymt Impacting —			80.0%	35.0%
Project	Size				Base	Price	Options/	Options /	Lot	Closing	Closing		Mo.	Base	Addl	7.0%	Qualifying
Project Detail	(SF)	Bd/Ba	Level	Pkg	Price	Reduction	Upgrades	Upgrades	Premiums	Price	\$/SF	Closing \$/ Incentive	HOA	Tax	Taxes	Mo.Pmt.	Income
29 North Sky/65 Perry Homes North Sky Celina Celina Detached - 6,600 OR 65 Expected Sell-Out By 03/28 at 1.12 per mo.																	
Contracts / Sales Pace / SPL3M: 5 / 1.1 / 1.0	2,850	4/3	1	3	\$639,900	\$1,000	\$20,000	\$83,187	\$6,399	\$708,486	\$249	-\$5,400	\$92	2.1%	0.5%	\$5,382	\$215,289
Annual Starts / L12M Start Rate: 1 / 0.1	2,916	4/3	1	3	\$646,900	\$1,000	\$20,000	\$84,097	\$6,469	\$716,466	\$246	-\$5,400	\$92	2.1%	0.5%	\$5,439	\$217,542
Annual Closings / L12M Closing Rate: 0 / 0.0	2,944	4/3	1	3	\$648,900	\$1,000	\$20,000	\$84,357	\$6,489	\$718,746	\$244	-\$5,400	\$92	2.1%	0.5%	\$5,455	\$218,185
Total Units / Occupancy / Occ. Rate: 55 / 0 / 0%	2,994	4/3	1	3	\$641,900	\$1,000	\$20,000	\$83,447	\$6,419	\$710,766	\$237	-\$5,400	\$92	2.1%	0.5%	\$5,398	\$215,933
	3,118	4/3	1	3	\$674,900	\$1,000	\$20,000	\$87,737	\$6,749	\$748,386	\$240	-\$5,400	\$92	2.1%	0.5%	\$5,664	\$226,550
	3,210	4/3	1	3	\$668,900	\$1,000	\$20,000	\$86,957	\$6,689	\$741,546	\$231	-\$5,400	\$92	2.1%	0.5%	\$5,615	\$224,620
	3,399	4/3	2	3	\$705,900	\$1,000	\$20,000	\$91,767	\$7,059	\$783,726	\$231	-\$5,400	\$92	2.1%	0.4%	\$5,913	\$236,524
	3,430	4/3	1	3	\$700,900	\$1,000	\$20,000	\$91,117	\$7,009	\$778,026	\$227	-\$5,400	\$92	2.1%	0.4%	\$5,873	\$234,916
	3,546	5/4	2	3	\$698,900	\$1,000	\$20,000	\$90,857	\$6,989	\$775,746	\$219	-\$5,400	\$92	2.1%	0.5%	\$5,857	\$234,272
	3,568	4/3	2	3	\$696,900	\$1,000	\$20,000	\$90,597	\$6,969	\$773,466	\$217	-\$5,400	\$92	2.1%	0.5%	\$5,841	\$233,629
	3,593	5/4	2	3	\$725,900	\$1,000	\$20,000	\$94,367	\$7,259	\$806,526	\$224	-\$5,400	\$92	2.1%	0.4%	\$6,074	\$242,959
	3,650	4/4	2	3	\$722,900	\$1,000	\$20,000	\$93,977	\$7,229	\$803,106	\$220	-\$5,400	\$92	2.1%	0.4%	\$6,050	\$241,994
	3,656	4/3	2	3	\$729,900	\$1,000	\$20,000	\$94,887	\$7,299	\$811,086	\$222	-\$5,400	\$92	2.1%	0.4%	\$6,106	\$244,246
	3,791	5/4	2	3	\$724,900	\$1,000	\$20,000	\$94,237	\$7,249	\$805,386	\$212	-\$5,400	\$92	2.1%	0.4%	\$6,066	\$242,638
	3,797	5/4	2	3	\$737,900	\$1,000	\$20,000	\$95,927	\$7,379	\$820,206	\$216	-\$5,400	\$92	2.1%	0.4%	\$6,171	\$246,820
	3,798	5/4	2	3	\$716,900	\$1,000	\$20,000	\$93,197	\$7,169	\$796,266	\$210	-\$5,400	\$92	2.1%	0.4%	\$6,002	\$240,064
	4,016	5/4	2	3	\$753,900	\$1,000	\$20,000	\$98,007	\$7,539	\$838,446	\$209	-\$5,400	\$92	2.1%	0.4%	\$6,299	\$251,968
	4,097	5/4	2	3	\$769,900	\$1,000	\$20,000	\$100,087	\$7,699	\$856,686	\$209	-\$5,400	\$92	2.1%	0.4%	\$6,428	\$257,116
	4,098	4/4	2	3	\$749,900	\$1,000	\$20,000	\$97,487	\$7,499	\$833,886	\$203	-\$5,400	\$92	2.1%	0.4%	\$6,267	\$250,681
	4,140	5/4	2	3	\$762,900	\$1,000	\$20,000	\$99,177	\$7,629	\$848,706	\$205	-\$5,400	\$92	2.1%	0.4%	\$6,372	\$254,864
	3,531				\$705,950	\$1,000	\$20,000	\$91,774	\$7,060	\$783,783	\$224	-\$5,400	\$92	2.1%	0.4%	\$5,914	\$236,541

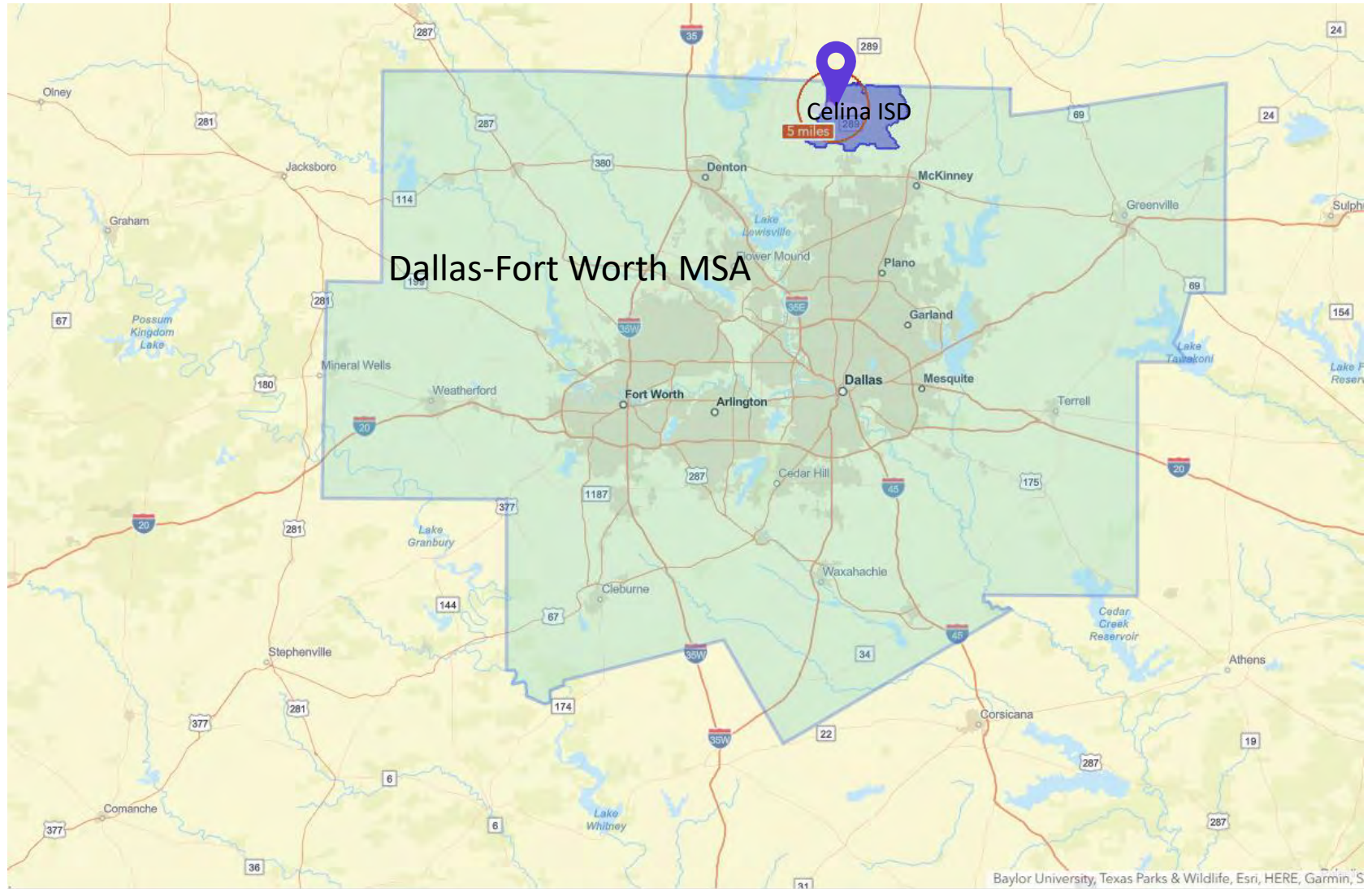
Competitive Supply Detail (CMA)

Appendix



Project Project Detail	Size				— Incentives —		— Typical Spending —		Estimated	Est.	Closing \$/ Incentive	— Pymt Impacting —			80.0%	35.0%	
	(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price		Closing \$/SF	Mo. HOA	Base Tax	Addl Taxes	7.0%	Qualifying Mo.Pmt. Income
30 Union Park/Garden/40 Del Webb Union Park (TX) Aubrey Detached - 4,700 OR 40 Expected Sell-Out By 07/24 at 3.83 per mo.																	
Contracts / Sales Pace / SPL3M: 264 / 3.8 / 0.7	1,411	2/2	1	2	\$351,990	\$50,000	\$0	\$38,719	\$3,520	\$344,229	\$244	-\$10,000	\$120	3.0%	0.0%	\$2,801	\$112,049
Annual Starts / L12M Start Rate: 0 / 0.0																	
Annual Closings / L12M Closing Rate: 39 / 3.3																	
Total Units / Occupancy / Occ. Rate: 265 / 256 /																	
	1,411				\$351,990	\$50,000	\$0	\$38,719	\$3,520	\$344,229	\$244	-\$10,000	\$120	3.0%	0.0%	\$2,801	\$112,049
31 Union Park/Classic/50 Del Webb Union Park (TX) Aubrey Detached - 5,750 OR 50 Expected Sell-Out By 07/24 at 3.28 per mo.																	
Contracts / Sales Pace / SPL3M: 226 / 3.3 / 0.7	1,710	2/2	1	2	\$409,990	\$50,000	\$0	\$45,099	\$4,100	\$409,189	\$239	-\$10,000	\$120	3.0%	0.0%	\$3,307	\$132,288
Annual Starts / L12M Start Rate: 0 / 0.0	1,984	2/2	1	2	\$436,990	\$50,000	\$0	\$48,069	\$4,370	\$439,429	\$221	-\$10,000	\$120	3.0%	0.0%	\$3,543	\$141,710
Annual Closings / L12M Closing Rate: 39 / 3.3																	
Total Units / Occupancy / Occ. Rate: 227 / 226 /																	
	1,847				\$423,490	\$50,000	\$0	\$46,584	\$4,235	\$424,309	\$230	-\$10,000	\$120	3.0%	0.0%	\$3,425	\$136,999
32 Union Park/Estate/60 Del Webb Union Park (TX) Aubrey Detached - 7,200 OR 60 Expected Sell-Out By 07/24 at 2.45 per mo.																	
Contracts / Sales Pace / SPL3M: 110 / 2.4 / 0.7	2,334	2/2	1	2	\$486,990	\$50,000	\$0	\$53,569	\$4,870	\$495,429	\$212	-\$10,000	\$120	3.0%	0.0%	\$3,979	\$159,158
Annual Starts / L12M Start Rate: 0 / 0.0	2,605	3/2	1	2	\$503,990	\$50,000	\$0	\$55,439	\$5,040	\$514,469	\$197	-\$10,000	\$120	3.0%	0.0%	\$4,127	\$165,090
Annual Closings / L12M Closing Rate: 39 / 3.3																	
Total Units / Occupancy / Occ. Rate: 111 / 109 /																	
	2,470				\$495,490	\$50,000	\$0	\$54,504	\$4,955	\$504,949	\$205	-\$10,000	\$120	3.0%	0.0%	\$4,053	\$162,124

Appendix





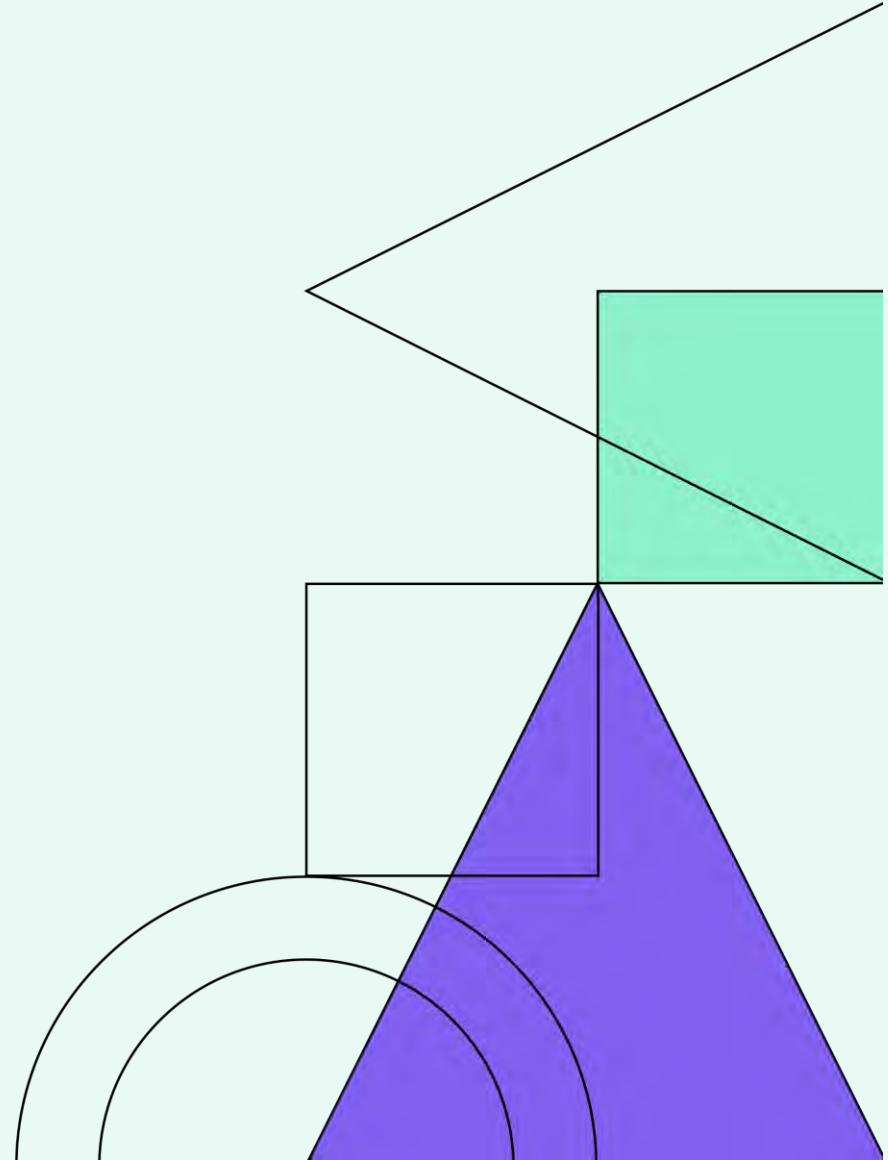
Thank you!

Zonda

4000 MacArthur, Suite 400

Newport Beach, CA 92660

(877) 966-3210



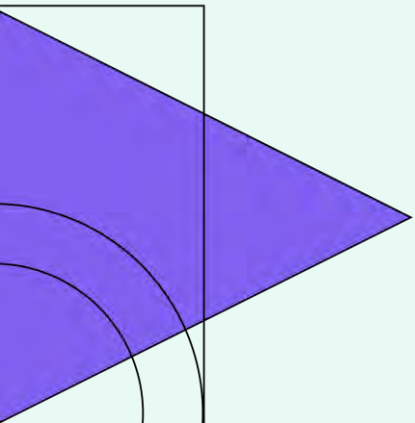
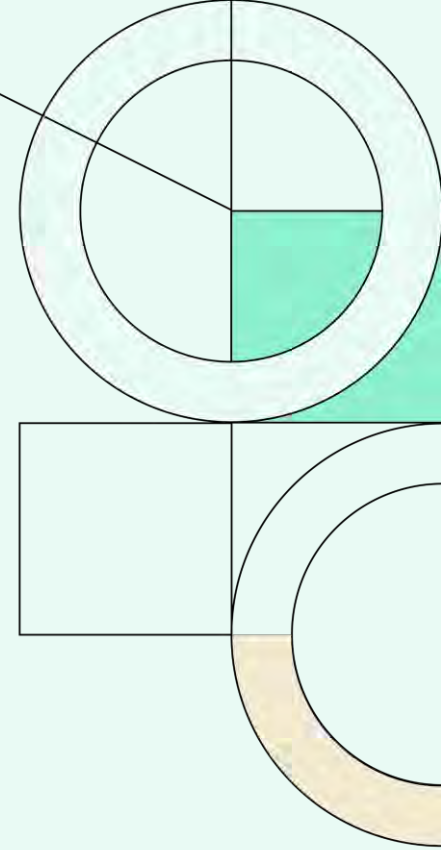


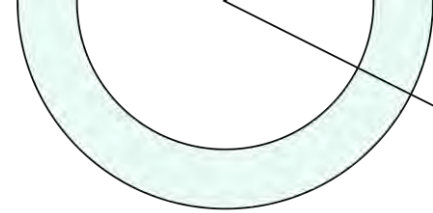
Creekview – Pilot Point, TX (Denton County)

CADG c/o SAMCO Capital

August 2024

Project Overview	4
Key Findings	7
Product, Pricing, & Absorption	9
Competitive Market Assessment	15
Location Analysis	25
Economic & Demographic Analysis	31
Housing Market Analysis	40
Appendix	53





Background/Objectives, Key Contacts & Limiting Conditions

BACKGROUND & OBJECTIVES

CADG c/o SAMCO Capital (“Client”) is assessing a financing opportunity associated with a community known as Creekview in Pilot Point, TX. The planned development will include a total of 388 detached homes on 40’ wide lots and 2,066 homes on 50’ wide lots. Client’s goal is to understand the market-based opportunity for this site considering current and expected economic and housing market conditions.

Note: This report was completed following the global COVID-19 pandemic, during an aggressive Fed tightening schedule. Our recommendations reflect the most recent data available but are subject to change as the market evolves.

LIMITING CONDITIONS

Client is responsible for representations about the development plans, marketing expectations and for disclosure of any significant information that might affect the ultimate realization of the projected results. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the difference may be material. We have no responsibility to update our report for events and circumstances occurring after the date of our report. Payment of any and all of our fees and expenses is not in any way contingent upon any factor other than our providing services related to this report.

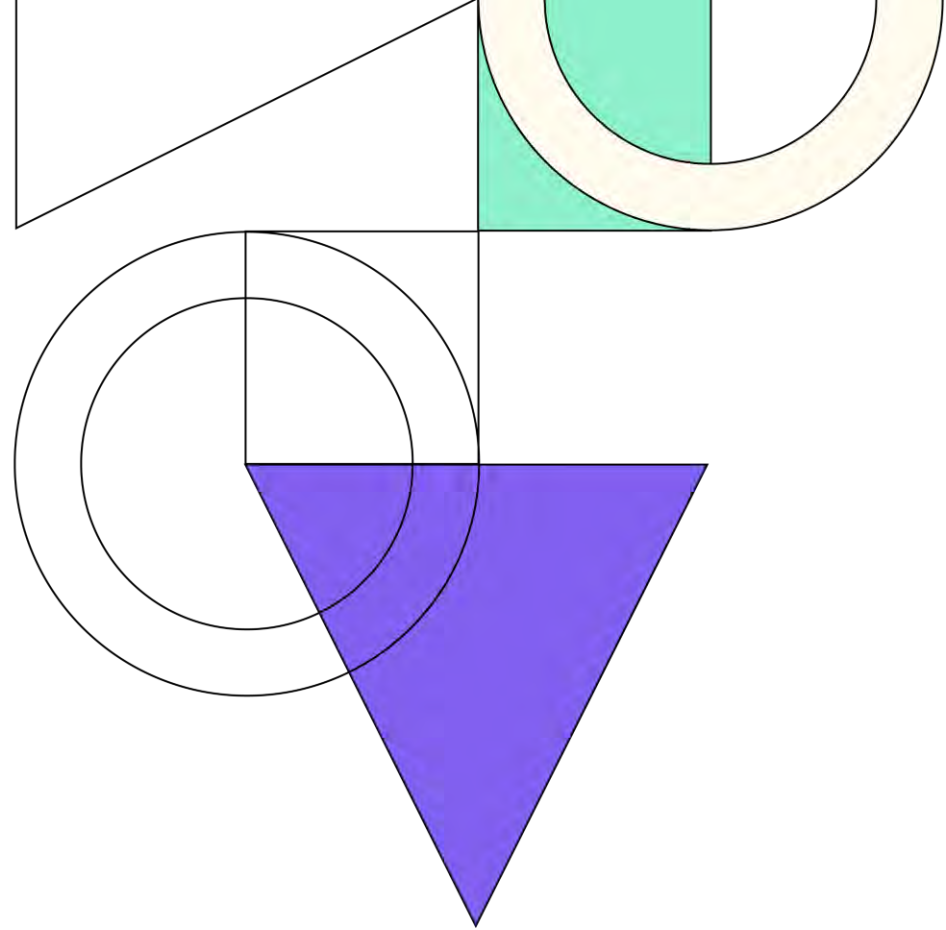
KEY CONTACTS

The following key team members participated on this analysis:

Bryan Glasshagel, Senior Vice President, Mr. Glasshagel has over 23 years of experience in the real estate and banking industries. He regularly directs the analysis of residential and mixed-use communities in Houston and around Texas.

Patrick Lynch, Director, Mr. Lynch has 12 years of experience conducting market studies for a variety of residential product types across the United States and a masters degree in urban planning.

Additional support was provided as needed.

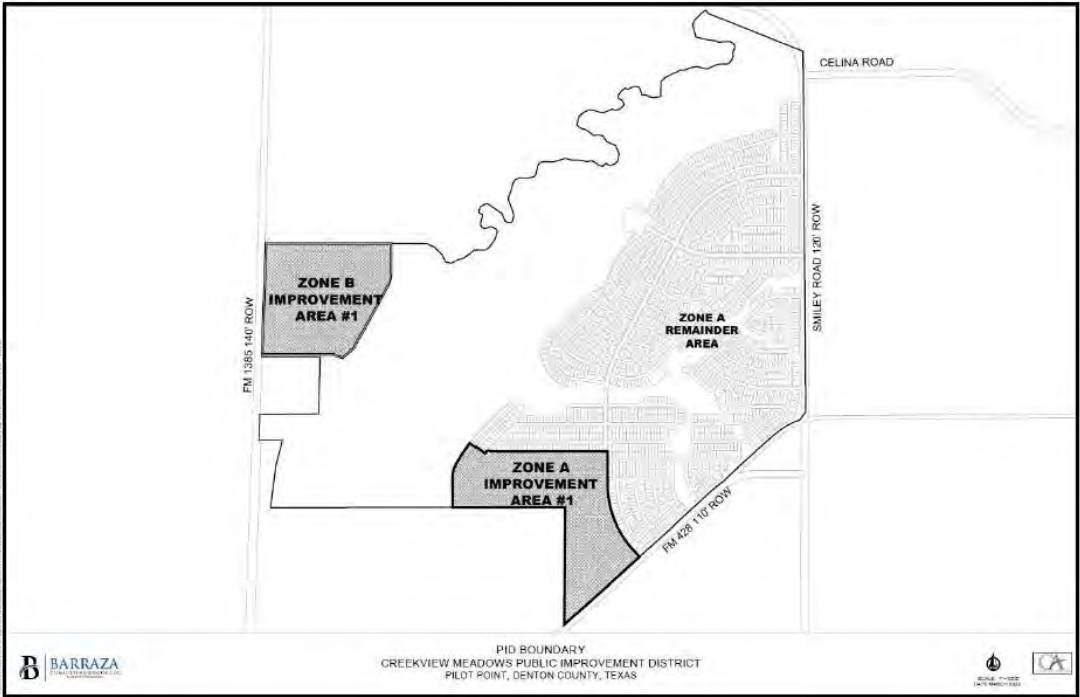


Project Overview

Site Plan & Development Overview

Project Overview

The Subject Property is planned to include a total of 2,454 detached homes, spread across 40’ (388) and 50’ wide (2,066) lots. The lots are divided into three zones as shown on the map below, known as “Zone A Improvement Area #1”, “Zone A Remainder Area”, and “Zone B Improvement Area #1”. The table below shows the distribution of lots by size and zone. As of August 2024, site development work is underway across all zones. Some lots have already been delivered to builders in Zone A Improvement Area #1 and homes are already under construction. Pacesetter, Bloomfield, and Stonehollow have already begun sales and have sold (put under contract) 27 homes in total since opening in May to July 2024.

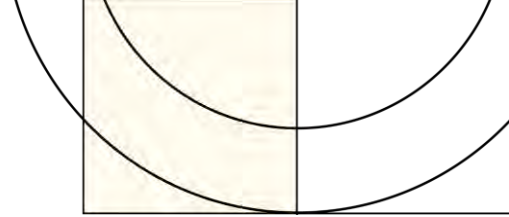


Lot Width	Zone A1				Zone A Remainder				Zone B1	Total
	Pacesetter	Pulte	Stonehollow	Bloomfield	Pacesetter	Pulte	Stonehollow	Future TBD	Ashton Woods	
40'	0	0	0	0	0	0	0	0	388	388
50'	90	180	50	40	264	528	263	651	0	2,066
Total	90	180	50	40	264	528	263	651	388	2,454

5 Source: CADG

Site Photos

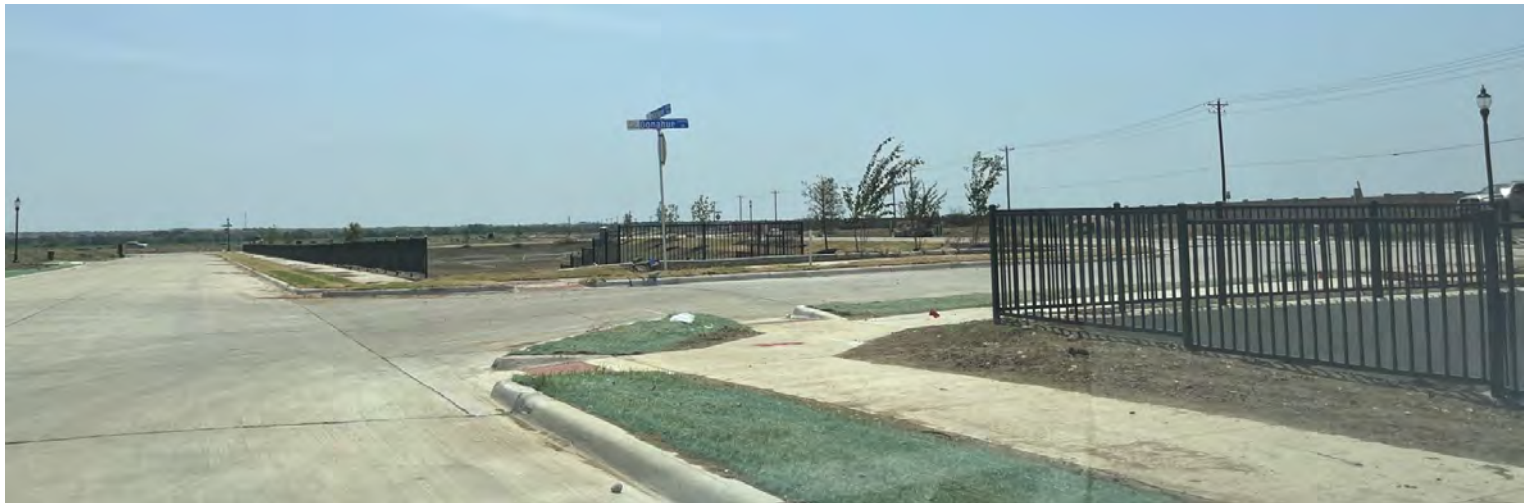
Project Overview



Zone A

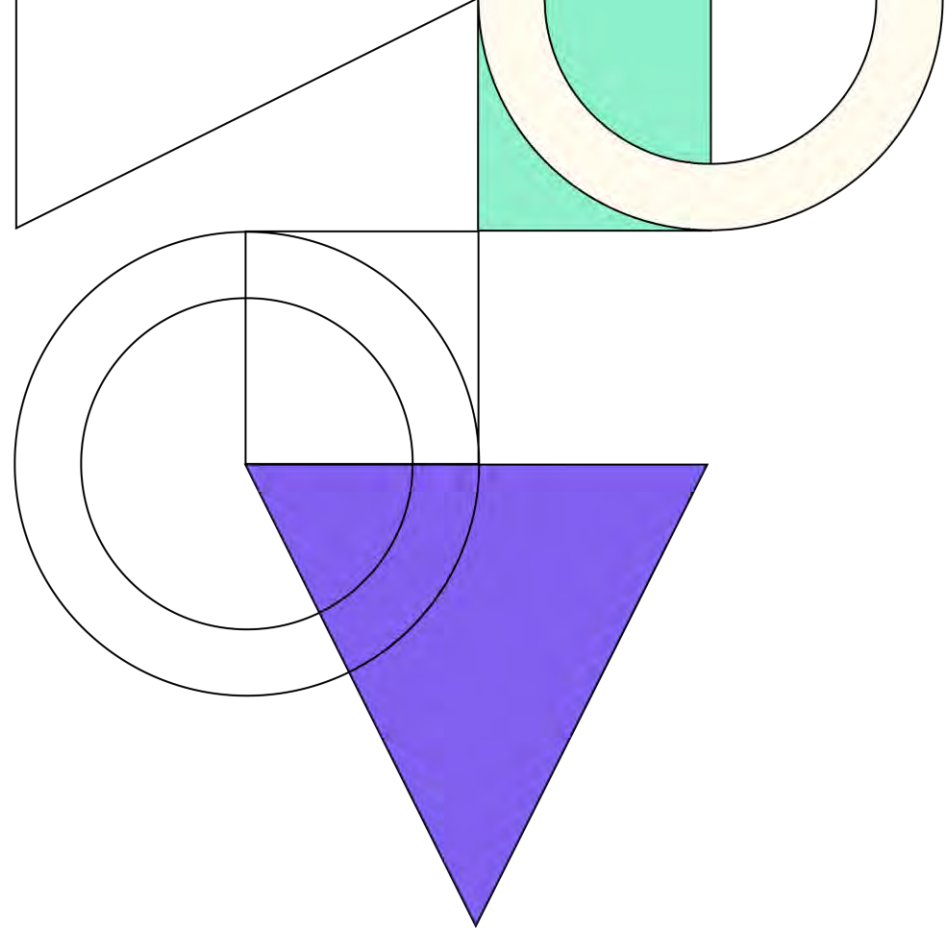


Zone A



Zone B

Key Findings





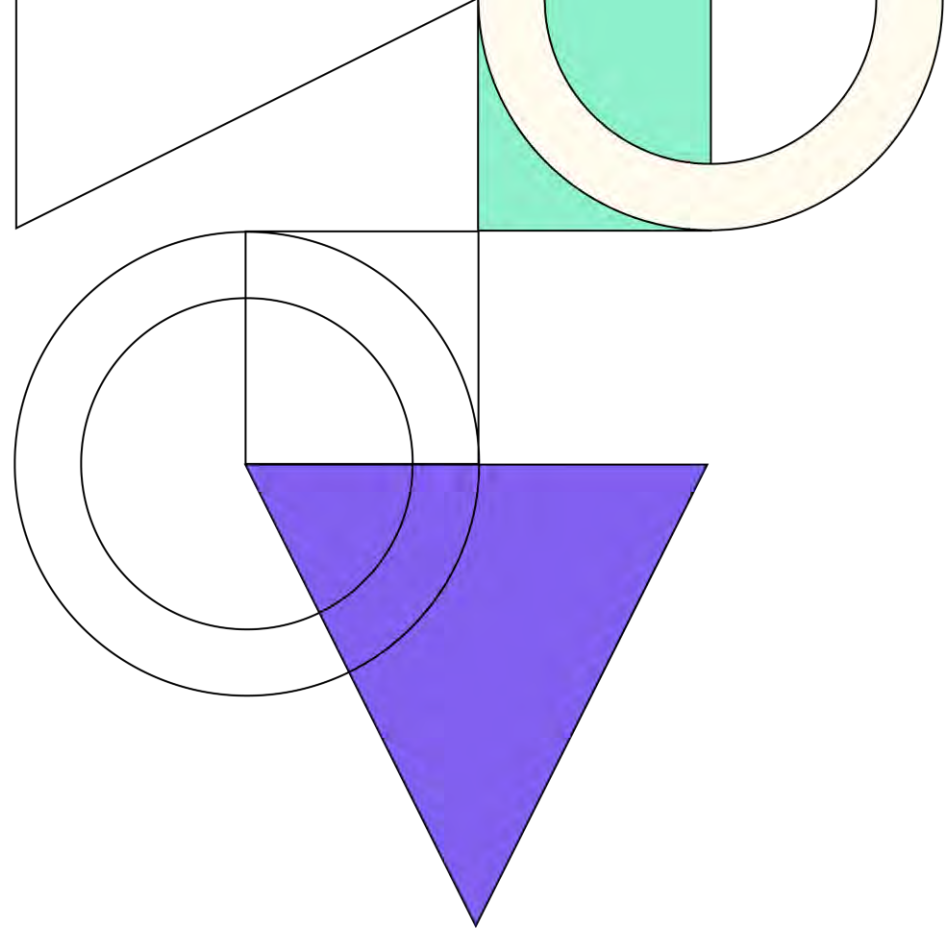
Summary of Key Conclusions

Key Findings

The following bullet points summarize the key findings from our research:

- **Our analysis indicates a strong opportunity exists for the development of the Subject Property.** This is based on several factors:
 - ✓ Strong projected growth of over 50,000 new households per year over the next five years in the Dallas-Ft. Worth MSA (more than any other MSA in the United States).
 - ✓ A resilient metro housing market with prices, starts, closings, and sales showing signs of stabilization after a slowdown in late 2022 due to rising mortgage rates .
 - ✓ Excellent “A” rated Celina ISD serving the Subject Property.
 - ✓ Favorable demographics for for-sale housing in the CMA (62% of existing households have incomes over \$100,000).
 - ✓ Centurion American’s proven success in the Dallas-Ft. Worth MSA (including multiple current top 25 most active communities).
 - ✓ A strong start to sales – Pacesetter has sold 19 homes at the Subject Property since opening in early May (average pace of 6.3/month for one builder program).
- **The Subject Property continues to face some potential headwinds as well.** Challenges that the community will face include:
 - ✓ High mortgage rates and economic headwinds could continue to impact the new home market in 2024 and beyond. While new home sales activity has increased and prices are stabilizing (incentives remain high), housing affordability is constrained, some demand and pricing volatility is still expected, and future employment growth / migration trends need to be monitored.
 - ✓ Competition for buyers will be intense as several master-planned communities are active or planned in the CMA. These include Mobberly Farms and Legacy Hills, La Terra at Uptown Celina, and North Sky. The Subject’s current positioning as one of the more affordable communities in the CMA should help mitigate concerns related to competition.
- **Based upon the proposed lot sizes and builders, our concluded base prices for the Subject Property range from \$357,000 to \$537,000 (August 2024 dollars).** Across all 2,454 lots in the Subject Property, Zonda anticipates an average closing price (inclusive of typical spending on options/upgrades, lot premiums, and price impacting incentives) of \$481,213. Our projected pricing is well-supported by other communities with similar lot sizes in the competitive market area, including Green Meadows (\$482,000 to \$615,000), Edgewood Creek (\$445,000 to \$721,000), and Sutton Fields (\$457,000 to \$703,000) among others.
- **Based on the projected seven builder programs and our concluded prices, we expect the Subject to achieve a peak annual absorption of 264 homes sold in 2030.** Projected absorption within individual builder programs ranges from 3.25 to 3.75 sales per month. Our projected absorption pace is well-supported by other communities in the CMA that have closed similar or greater volumes from 3Q23 through 2Q24 including Mobberly Farms (238), Sandbrock Ranch (313), and Sutton Fields (300). The Subject Property is projected to sell-out completely by 2038.

Product, Pricing & Absorption



Projected Pricing

Product, Pricing, and Absorption

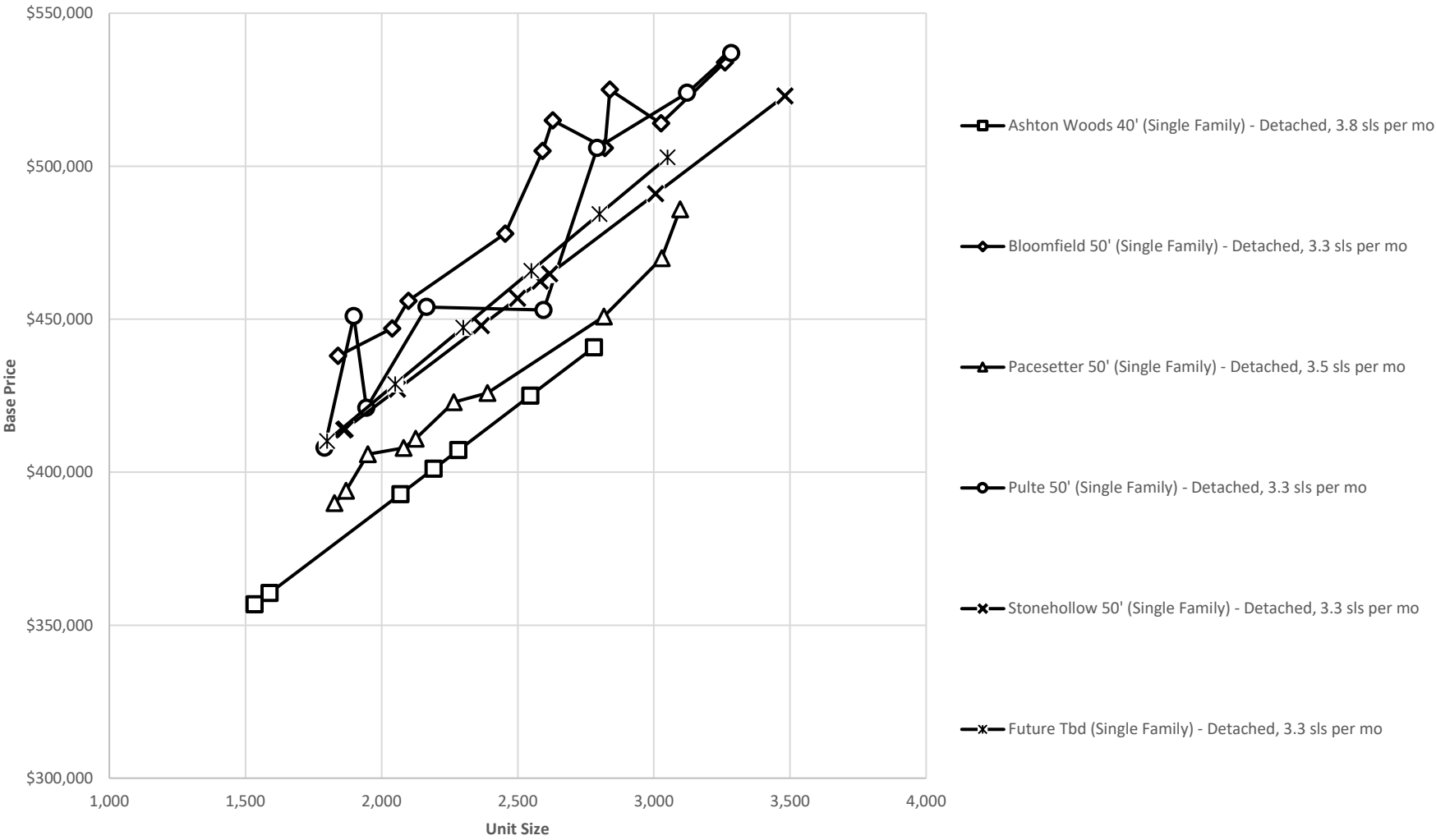
Based upon the proposed lot sizes and builders, our concluded average base prices for each Subject Property program range from **\$398,000 to \$493,000 (August 2024 dollars)**. Base prices for individual floorplans range from \$357,000-\$537,000. Across all 2,454 planned lots in the Subject Property we anticipate an average closing price (inclusive of typical spending on options/upgrades, lot premiums, and price impacting incentives) of \$481,213 in August 2024 dollars. Our projected pricing is well-supported comparable programs on similar lot sizes in the competitive market area, including Green Meadows (\$482,000 to \$615,000), Edgewood Creek (\$445,000 to \$721,000), and Sutton Fields (\$457,000 to \$703,000) among others.

Note that the Bloomfield, Pacesetter, Pulte, and Stonehollow programs are already selling. Our concluded base prices for these programs are based on listed pricing at these programs as of August 2024, which Zonda has determined are reasonable relative to the competition. A total of 651 lots (shown as Future TBD in the table below) at the Subject Property are not yet under contract to any builder. Zonda projected achievable pricing for homes on these lots (as well as for Ashton Woods’s program on 40’ wide lots) based on its analysis of the competitive supply.

Ref	Project/Subdivision	Type	Configuration	# of Units	Est % of Total Units	Average Unit Size	Base Price	— Incentives — Price Reduction	Options/ Upgrades	— Typical Spending — Options / Upgrades	Lot Premiums	Estimated Closing Price	Existing Closing \$/SF	Est. Sales Rate
A	Ashton Woods 40'	Single Family	Detached	388	16%	2,142	\$397,743	\$7,943	\$0	\$27,857	\$3,986	\$421,643	\$197	3.75
B	Bloomfield 50'	Single Family	Detached	40	2%	2,574	\$492,888	\$9,861	\$0	\$54,210	\$4,920	\$542,157	\$211	3.25
C	Pacesetter 50'	Single Family	Detached	354	14%	2,344	\$426,400	\$8,530	\$0	\$29,860	\$4,270	\$452,000	\$193	3.50
D	Pulte 50'	Single Family	Detached	708	29%	2,449	\$469,240	\$9,388	\$0	\$46,925	\$4,688	\$511,465	\$209	3.25
E	Stonehollow 50'	Single Family	Detached	313	13%	2,482	\$455,656	\$9,111	\$0	\$45,567	\$4,544	\$496,656	\$200	3.25
F	Future Tbd	Single Family	Detached	651	27%	2,425	\$456,567	\$9,133	\$0	\$36,533	\$4,567	\$488,533	\$201	3.25
Community Summary				2,454	100%	2,385	\$447,047	\$8,940	\$0	\$38,637	\$4,470	\$481,213	\$202	20.25

Projected Pricing

Product, Pricing, and Absorption



Price Appreciation

Product, Pricing, and Absorption

We expect average sales prices will remain flat in 2024 before slowly resuming growth in 2025 and reaching a steady average of 3.0% growth per year in 2027. Moody’s projects the median sale price of an existing home in the Dallas-Ft. Worth MSA will fall a total of 1% in 2025 and 2026 before resuming growth in 2027, while Zillow projects that the “typical home value” will decline 0.1% from July 2024 through June 2025. Our forecast is slightly more optimistic because it appears likely that the Fed’s tightening cycle has peaked and new home prices are already showing signs of stabilization across the market. The weighted average price shown at the bottom of the table below represents the weighted average across all 2,454 lots in the Subject Property. The weighted average price of homes sold in any given year may differ from this average. This forecast is predicated on continued job growth and stable economic conditions.

Ref	Project/Subdivision	Type	Configuration	# of Units	Average Total Price	2024 0.0%	2025 1.0%	2026 2.0%	2027 3.0%	2028 3.0%	2029 3.0%	2030 3.0%	2031 3.0%	2032 3.0%	2033 3.0%	2034 3.0%	2035 3.0%	2036 3.0%	2037 3.0%	2038 3.0%
1	Ashton Woods 40'	Single Family	Detached	388	\$421,643	\$421,643	\$425,859	\$434,376	\$447,408	\$460,830	\$474,655	\$488,895	\$503,561	\$518,668	\$534,228	\$550,255	\$566,763	\$583,766	\$601,279	\$619,317
2	Bloomfield 50'	Single Family	Detached	40	\$542,157	\$542,157	\$547,579	\$558,530	\$575,286	\$592,545	\$610,321	\$628,631	\$647,490	\$666,915	\$686,922	\$707,530	\$728,756	\$750,618	\$773,137	\$796,331
3	Pacesetter 50'	Single Family	Detached	354	\$452,000	\$452,000	\$456,520	\$465,650	\$479,620	\$494,009	\$508,829	\$524,094	\$539,816	\$556,011	\$572,691	\$589,872	\$607,568	\$625,795	\$644,569	\$663,906
4	Pulte 50'	Single Family	Detached	708	\$511,465	\$511,465	\$516,580	\$526,911	\$542,719	\$559,000	\$575,770	\$593,043	\$610,835	\$629,160	\$648,034	\$667,475	\$687,500	\$708,125	\$729,368	\$751,249
5	Stonehollow 50'	Single Family	Detached	313	\$496,656	\$496,656	\$501,622	\$511,655	\$527,004	\$542,814	\$559,099	\$575,872	\$593,148	\$610,942	\$629,271	\$648,149	\$667,593	\$687,621	\$708,250	\$729,497
6	Future Tbd	Single Family	Detached	651	\$488,533	\$488,533	\$493,419	\$503,287	\$518,386	\$533,937	\$549,955	\$566,454	\$583,448	\$600,951	\$618,980	\$637,549	\$656,675	\$676,376	\$696,667	\$717,567
Community Summary				2,454	\$481,213	\$481,213	\$486,025	\$495,746	\$510,618	\$525,937	\$541,715	\$557,966	\$574,705	\$591,947	\$609,705	\$627,996	\$646,836	\$666,241	\$686,228	\$706,815

New home prices are stable to slightly increasing across the Metroplex. Zonda’s assessment of “same store” floorplan pricing levels at active builder programs across the market shows that prices are stable or moving higher in most communities. The following table shows the percentage of tracked floorplans by base price direction for the past three months and between July 2023 and July 2024:

Price Direction	5/24 vs. 4/24	6/24 vs. 5/24	7/24 vs. 6/24	7/24 vs. 7/23
Increase	40%	25%	21%	68%
Flat	56%	67%	71%	11%
Decrease	4%	8%	9%	21%
Avg. \$ Change	0.3%	0.1%	-0.1%	1.6%
Floorplans	3,507	2,869	2,577	1,999

Prices are up an average of 1.6% between July 2023 and July 2024 with over 92% of tracked floorplans holding prices steady or increasing prices in each of the past two months.

Absorption

Product, Pricing, and Absorption

Based on the planned builder programs and our analysis of absorption at competing communities, we expect the Subject Property to achieve a peak annual absorption of 264 homes per year. That estimate is based on seven total builder programs with an average sales pace of 3.25-3.75/month. We expect the concluded average sales paces per program will increase by 10% in 2030 due to the likely development of more retail/services in the area. The total sales volume is projected to slow in 2033 and beyond as most individual programs will have sold out. That said, we expect the pace of sales at the remaining programs to increase due to reduced competition from other builders within the Subject Property. Ultimately, we expect the last homes at the Subject Property to close in 2038. Note that, as of July 2024, 651 50’ wide lots have not been contracted to any builder. We have assumed that these lots could be sold to two different builders and that closings would begin in 4Q2025.

Ref	Project/Subdivision	Type	Configuration	# of Units	Average Mo./Pace	Builder Programs	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
1	Ashton Woods 40'	Single Family	Detached	388	3.75	1		29	45	45	45	45	49	49	49	32					
2	Bloomfield 50'	Single Family	Detached	40	3.25	1		33	7												
3	Pacesetter 50'	Single Family	Detached	354	3.50	1	3	35	42	42	42	42	46	46	46	10					
4	Pulte 50'	Single Family	Detached	708	3.25	1		33	39	39	39	39	42	42	42	46	70	70	70	70	67
5	Stonehollow 50'	Single Family	Detached	313	3.25	1		33	39	39	39	39	42	42	40						
6	Future Tbd	Single Family	Detached	651	3.25	2		17	78	78	78	78	85	85	85	67					
Community Summary				2,454	20.25		3	180	250	243	243	243	264	264	262	155	70	70	70	70	67

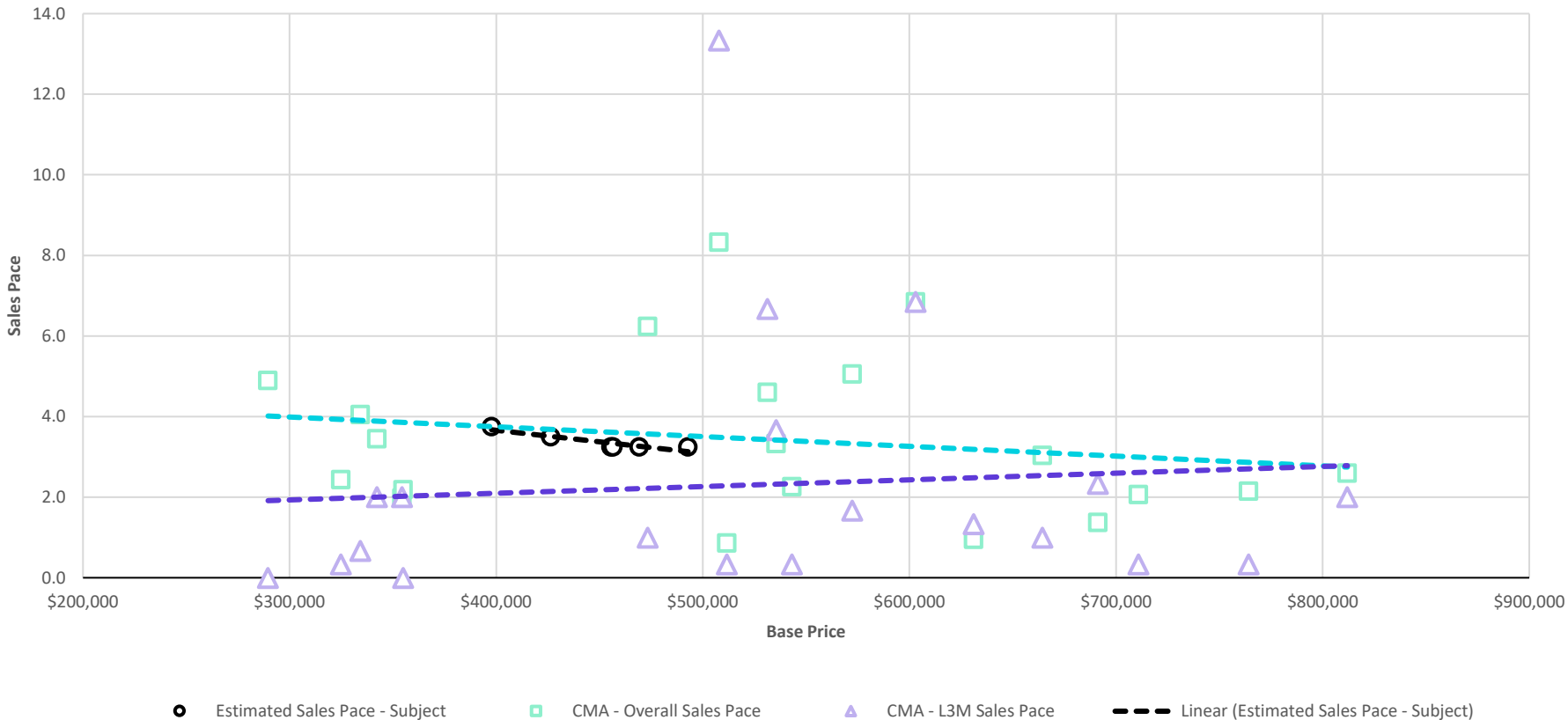
Our hypothetical build-out of the Subject Property has several underlying marketing assumptions:

- ☐ A ramp-up period when sales are 80% of potential in the first six months of 2025 and 90% of potential in the last six months of 2025.
- ☐ Inclusion of appropriately segmented and priced product series that limits the potential for internal cannibalization of sales.
- ☐ Lot development and delivery pace that keeps up with the projected build-out schedule.
- ☐ A regional marketing program with staffed models and regular business hours.
- ☐ Continued positive employment and household growth across the Dallas-Ft. Worth MSA.

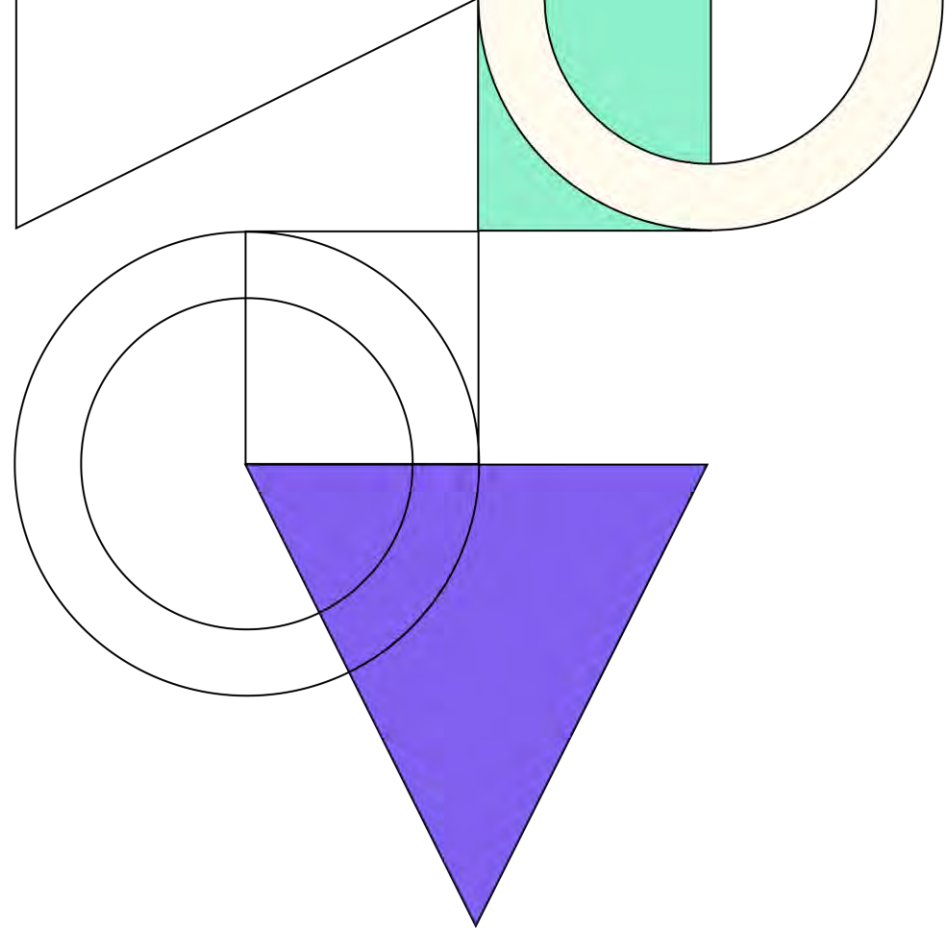
Projected Absorption per Program

Product, Pricing, and Absorption

Over the long-term, lower priced builder programs in the CMA have generally sold faster than higher-priced programs. Each of the surveyed builder programs for this analysis is represented with two markers below (one showing the average price versus the overall sales pace and one showing the average price versus the sales pace over the past three months). We expect the average pace of sales at each builder program at the Subject Property to range from 3.25 to 3.75 per month. This pace of sales is consistent with the relationship between prices and overall sales pace among the surveyed properties in the CMA, as shown in the chart below. While sales paces over the last three months appear to be somewhat slower, we believe that is more a function of temporarily limited lot availability at Mobberly Farms and Green Meadows, rather than weakening demand.



Competitive Market Assessment

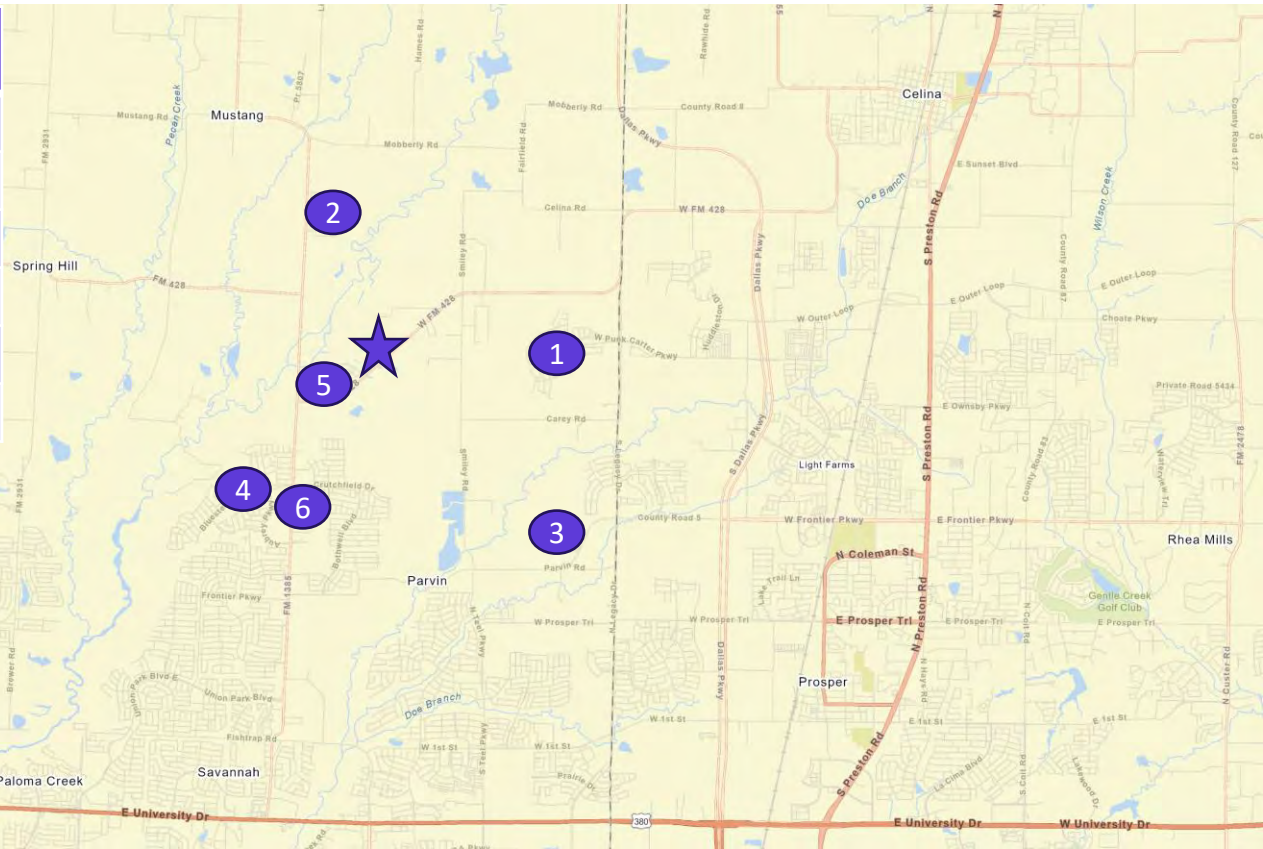


Location of Surveyed New Home Communities

Competitive Market Assessment

We surveyed 20 builder programs in six communities in the CMA to provide guidance on likely pricing and absorption potential at the Subject Property. The surveyed builder programs are all on 40' to 50' wide lots and are, for the most part, in amenitized communities of a similar scale to the Subject Property. All of the surveyed programs are within approximately three miles of the Subject Property.

Map Key	Community
1	Green Meadows
2	Mobberly Farms
3	Mosaic
4	Sandbrock Ranch
5	Edgewood Creek
6	Sutton Fields



Competitive Supply Summary

Competitive Market Assessment

New home base prices at surveyed communities in the CMA range from \$268,000 to \$863,000. The performance of the following communities guided our pricing and absorption conclusions for the Subject Property:

- ❑ **Edgewood Creek (\$445,000-\$721,000)** – An amenitized community just southwest of the Subject Property with 50’ wide lots. First Texas, the only builder, started 175 homes and closed 166 homes from 3Q23 through 2Q24.
- ❑ **Green Meadows (\$482,000 to \$615,000)** – A large-scale master-planned community with extensive amenities, including a clubhouse, fitness center, pool, trails, and amphitheater. Green Meadows started 33 homes and closed 67 homes from 3Q23 through 2Q24. Sales have slowed recently due to a lack of available lots. Staff at CastleRock report that new lots have recently been delivered and sales are set to resume.
- ❑ **Mobberly Farms (\$268,000 to \$414,000)** – An amenitized master-planned community about two miles northwest of the Subject Property. Its lineup of builders (Centex, Lennar, M/I) caters mainly to entry-level buyers. Mobberly Farms started 128 homes and closed 238 homes from 3Q23 through 2Q24. As of August 2024, all builders at Mobberly Farms have exhausted the available supply of finished lots and are awaiting the completion of new lots.
- ❑ **Mosaic (\$550,000 to \$863,000)** – A large-scale master-planned community in Prosper with extensive planned amenities about three miles southeast of the Subject Property. Builders on 40’ to 50’ wide lots include American Legend, Highland Homes, and Perry Homes. Across all lot sizes, Mosaic started 209 homes and closed 6 from 3Q23 through 2Q24. Mosaic targets the higher-end of the market.
- ❑ **Sandbrook Ranch (\$486,000 to \$770,000)** – A master-planned community with extensive planned amenities about three miles southwest of the Subject Property. Coventry Homes, Highland Homes, and David Weekley Homes are all active on 40’ to 50’ wide lots. Across all lot sizes, Sandbrook Ranch started 302 and closed 313 homes from 3Q23 through 2Q24.
- ❑ **Sutton Fields (\$457,000-\$703,000)** – A large, amenitized master-planned community with a variety of lot sizes and builders that opened for sales in 2017. Mattamy Homes and D.R. Horton are currently active on 50’ wide lots. Across all lot sizes, Sutton Fields started 416 and closed 300 homes from 3Q23 through 2Q24.

Note: Centurion American, the developer of the Subject Property, is also the developer of Sutton Fields and Mobberly Farms.

Competitive Supply Summary

Competitive Market Assessment

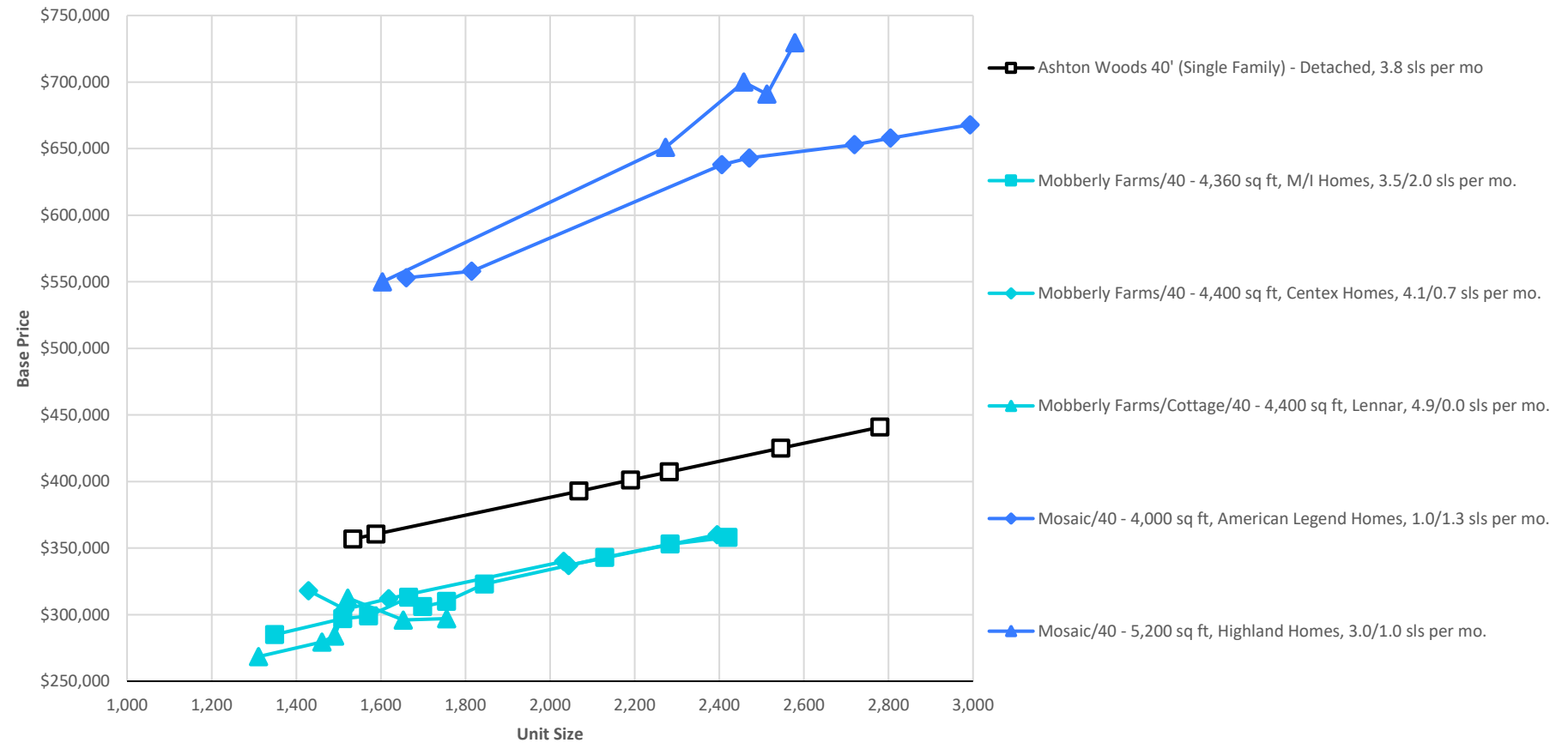
The median base price across all surveyed comparable properties as of August 2024 is \$533,400. With typical spending on options/upgrades and lot premiums included, as well as price affecting incentives, we estimate the median closing price to be \$598,600. Incentives toward closing costs are almost universal and many builders are also offering either price reductions, discounts on options/upgrades, and/or “flex cash.” We have assumed a 2% price reduction as an incentive across all programs the Subject Property, recognizing that builders will also need to offer other incentives that do not impact the closing prices (e.g. closing cost assistance, interest rate buydowns, etc.). The median overall sales pace across all programs is 2.8/month. While the pace over the last three months has been slower (1.2/month), we believe that is primarily due to limited lot availability rather than weakening demand. Both Green Meadows and Mobberly Farms have “gapped out” over the last few months, reducing their sales.

Ref	Community - Builder	City/Master Plan*	Config.	Total Units	Contracts/		Avg. Unit Size	Base Price	Incentive		Typ. Spend.		Est. Closing Price	Est. Closing \$/SF	Closing \$/ Incentive	Pymt Imp.		
					Sales Pace	L3M SP			Price Reduc.	Opt. / Upgrd.	Opt. / Upgrd.	Lot Prem.				Mo. HOA	Tax	Mo. Paymnt
1	Green Meadow s/50 - CastleRock Communities	Green Meadow s*	6,000	140	2.26	0.33	2,598	\$543,190	\$10,864	\$0	\$54,319	\$5,432	\$592,077	\$234	-\$10,864	\$148	2.4%	\$4,483
2	Green Meadow s/50 - Brightland Homes	Green Meadow s*	6,000	99	0.87	0.33	2,427	\$511,657	\$0	\$30,000	\$56,282	\$5,117	\$543,055	\$227	-\$10,000	\$148	2.4%	\$4,138
3	Mobberly Farms/40 - MI Homes	Mobberly Farms*	4,360	110	3.45	2.00	1,823	\$318,690	\$0	\$30,000	\$25,495	\$3,187	\$317,372	\$177	-\$12,500	\$42	3.1%	\$2,553
4	Mobberly Farms/40 - Centex Homes	Mobberly Farms*	4,400	110	4.05	0.67	1,839	\$328,490	\$0	\$0	\$0	\$3,285	\$331,775	\$185	-\$10,000	\$42	3.1%	\$2,655
5	Mobberly Farms/Cottage/40 - Lennar	Mobberly Farms*	4,400	419	4.90	0.00	1,532	\$289,582	\$0	\$0	\$0	\$2,896	\$292,478	\$192	-\$10,000	\$67	3.2%	\$2,402
6	Mobberly Farms/50 - MI Homes	Mobberly Farms*	5,500	120	1.98	2.00	2,224	\$367,990	\$0	\$30,000	\$29,439	\$3,680	\$371,109	\$170	-\$12,500	\$42	3.0%	\$2,933
7	Mobberly Farms/Watermill/50 - Lennar	Mobberly Farms*	5,500	418	2.44	0.33	1,696	\$324,832	\$0	\$0	\$0	\$3,248	\$328,081	\$194	-\$10,000	\$67	3.1%	\$2,654
8	Mobberly Farms/50 - Centex Homes	Mobberly Farms*	5,500	110	2.19	0.00	2,061	\$354,910	\$0	\$0	\$0	\$3,549	\$358,459	\$178	-\$10,000	\$42	3.0%	\$2,844
9	Mosaic/40 - American Legend Homes	Mosaic (TX)*	4,000	43	0.96	1.33	2,491	\$631,115	\$0	\$0	\$113,601	\$6,311	\$751,027	\$310	-\$3,000	\$148	2.5%	\$5,714
10	Mosaic/40 - Highland Homes	Mosaic (TX)*	5,200	43	3.04	1.00	2,285	\$664,317	\$15,000	\$0	\$0	\$0	\$649,317	\$288	-\$10,000	\$148	2.6%	\$4,994
11	Mosaic/50 - American Legend Homes	Mosaic (TX)*	6,000	33	2.15	0.33	2,910	\$764,144	\$0	\$0	\$106,980	\$7,641	\$878,765	\$308	-\$3,000	\$148	2.6%	\$6,707
12	Mosaic/50 - Highland Homes	Mosaic (TX)*	6,500	33	2.60	2.00	2,981	\$811,990	\$15,000	\$0	\$64,959	\$8,120	\$870,069	\$295	-\$10,000	\$148	2.6%	\$6,646
13	Mosaic/50 - Perry Homes	Mosaic (TX)*	6,500	31	2.07	0.33	2,666	\$710,823	\$20,000	\$0	\$63,974	\$0	\$754,797	\$284	-\$5,400	\$148	2.6%	\$5,830
14	Sandbrook Ranch/45 - Highland Homes	Sandbrook Ranch*	5,400	516	6.24	1.00	2,292	\$473,323	\$15,000	\$0	\$56,799	\$4,733	\$519,855	\$230	-\$10,000	\$65	2.3%	\$3,828
15	Sandbrook Ranch/50 - Highland Homes	Sandbrook Ranch*	6,000	357	4.60	6.67	2,475	\$531,298	\$15,000	\$0	\$90,321	\$5,313	\$611,931	\$250	-\$10,000	\$65	2.3%	\$4,495
16	Sandbrook Ranch/50 - David Weekley Homes	Sandbrook Ranch*	6,000	256	3.33	3.67	2,521	\$535,490	\$0	\$0	\$64,259	\$5,355	\$605,104	\$244	-\$16,500	\$65	2.3%	\$4,445
17	Sandbrook Ranch/50 - Coventry Homes	Sandbrook Ranch*	6,000	93	1.38	2.33	3,403	\$691,290	\$0	\$16,000	\$89,868	\$6,913	\$772,071	\$229	-\$20,000	\$72	2.3%	\$5,661
18	Edgewood Creek/50 - First Texas Homes	Celina	5,750	301	5.06	1.67	2,801	\$572,283	\$28,614	\$15,000	\$68,674	\$11,446	\$608,789	\$222	-\$20,000	\$71	2.4%	\$4,543
19	Sutton Fields/50 - Mattamy Homes	Sutton Fields*	6,000	38	6.85	6.85	3,037	\$603,026	\$0	\$0	\$54,272	\$6,030	\$663,328	\$223	-\$15,000	\$45	2.2%	\$4,811
20	Sutton Fields/Tradition/50-60 - D.R. Horton	Sutton Fields*	6,000	804	8.33	13.33	2,231	\$507,800	\$20,000	\$0	\$0	\$5,078	\$492,878	\$225	\$0	\$45	2.3%	\$3,598
Total Units - CMA: 204				Average:	3.44	2.31	2,415	\$526,800	\$7,000	\$6,050	\$47,000	\$4,867	\$565,600	\$233	-\$10,400	\$88	2.6%	\$4,297
				Median:	2.82	1.17	2,451	\$533,400	\$0	\$0	\$55,300	\$5,097	\$598,600	\$228	-\$10,000	\$67	2.5%	\$4,464

Base Price Positioning of the Subject – 40’ Wide Lots

Competitive Market Assessment

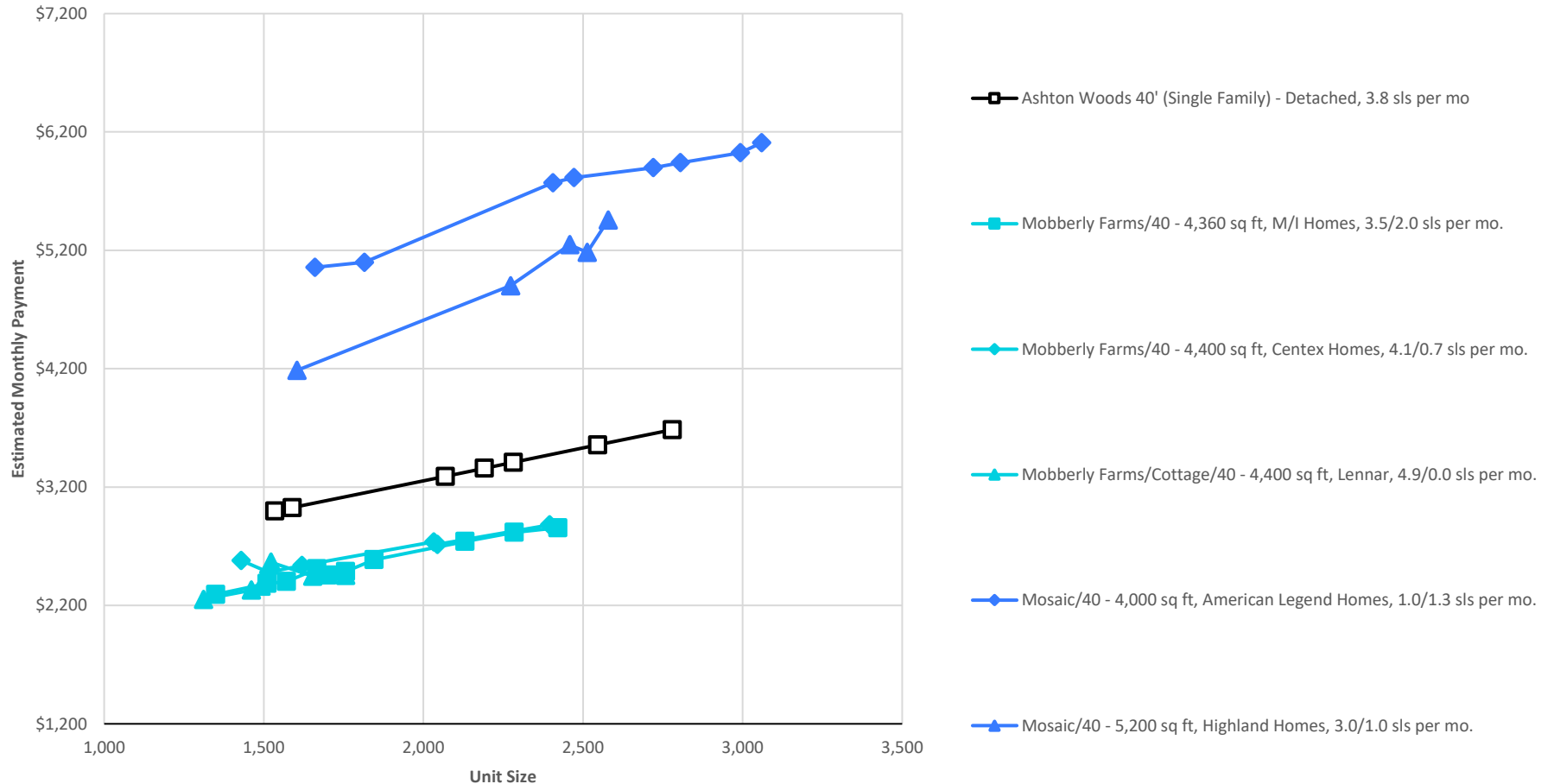
Our projected prices position the Subject’ 40’ wide lots well below Mosaic but above Mobberly Farms. Mosaic will offer somewhat superior amenities than the Subject Property and its builders on 40’ wide lots (American Legend and Highland) typically command higher prices than the planned builder on 40’ lots at the Subject Property, Ashton Woods. However, Ashton Woods homes typically sell for higher prices than the entry-level builders at Mobberly Farms (Centex, Lennar, and M/I). Therefore, our projected pricing between these two communities is reasonable.



Monthly Payment Positioning of the Subject – 40’ Wide Lots

Competitive Market Assessment

After factoring in projected spending on options/upgrades and lot premiums, as well as incentives and tax rates (inclusive of projected improvement district assessments), the Subject’s positioning remains similar to base pricing. Projected monthly payments for homes on 40’ wide lots at the Subject Property will fall between Mosaic and Mobberly Farms.

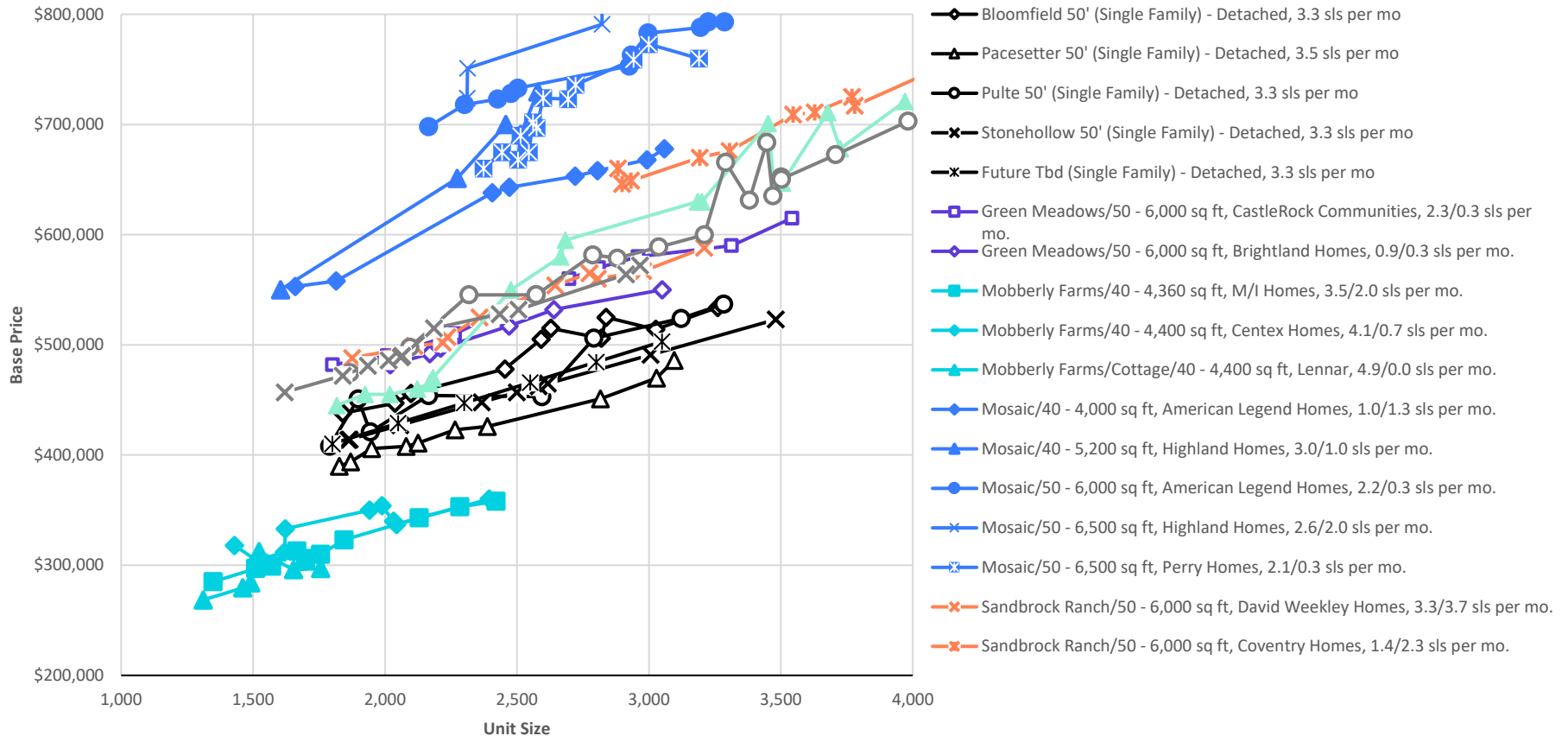


Source: Zonda

Base Price Positioning of the Subject – 50' Wide Lots

Competitive Market Assessment

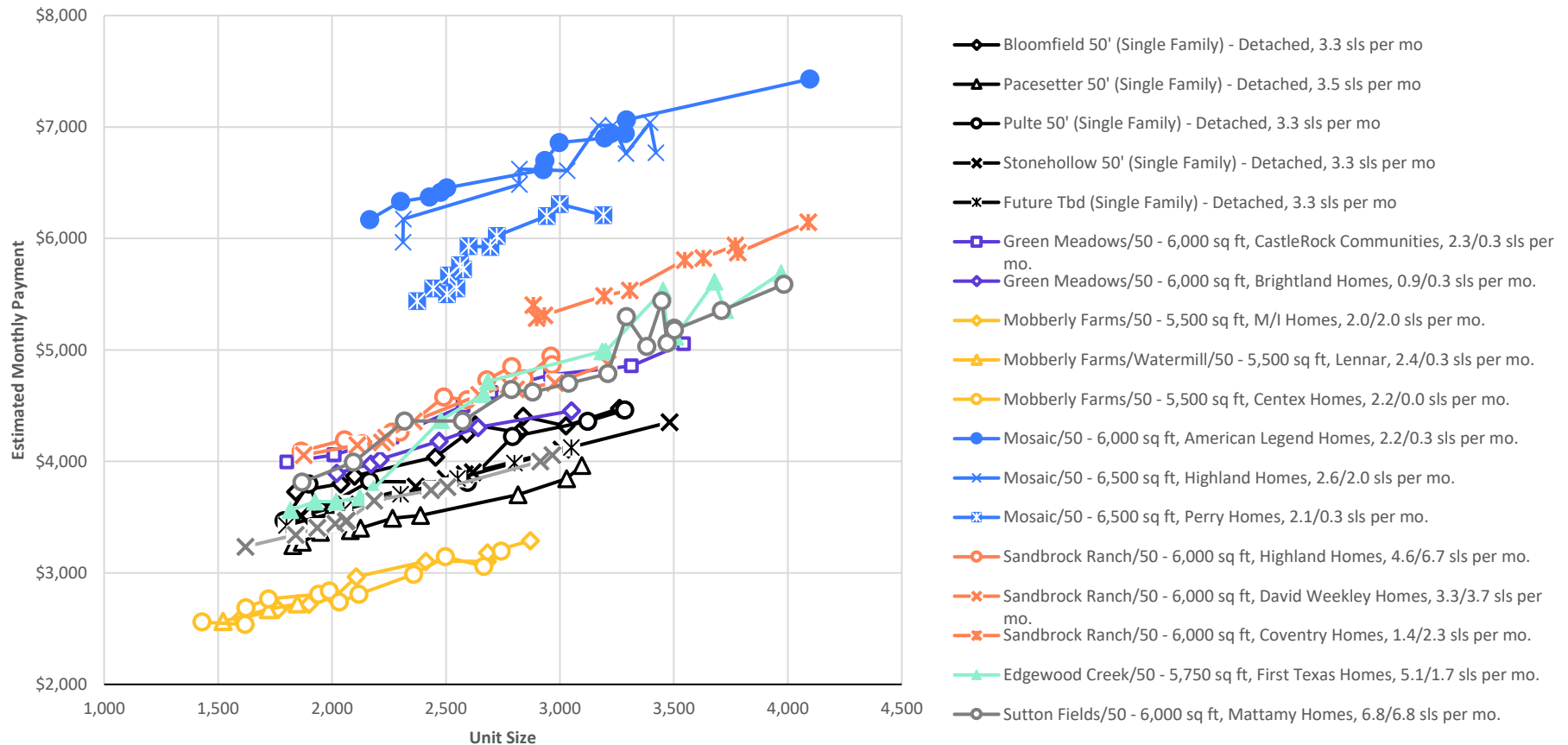
Our concluded base pricing on 50' wide lots at the Subject Property (based largely on listed prices as of August 2024) position it in the lower half of pricing in the competitive market area. Pricing is above the entry-level Mobberly Farms but below Edgewood Creek, Green Meadows, Mosaic, and Sandbrock Ranch. These prices position homes at the Subject Property very competitively and should support strong absorption. As the current base prices are reasonable, we have used them as the basis for our projections. Pricing on future programs where the builder is not yet known (shown as Future TBD in the chart below) is assumed to be roughly the average of currently published base prices across all programs on 50' wide lots at the Subject Property.



Monthly Payment Positioning of the Subject – 50' Wide Lots

Competitive Market Assessment

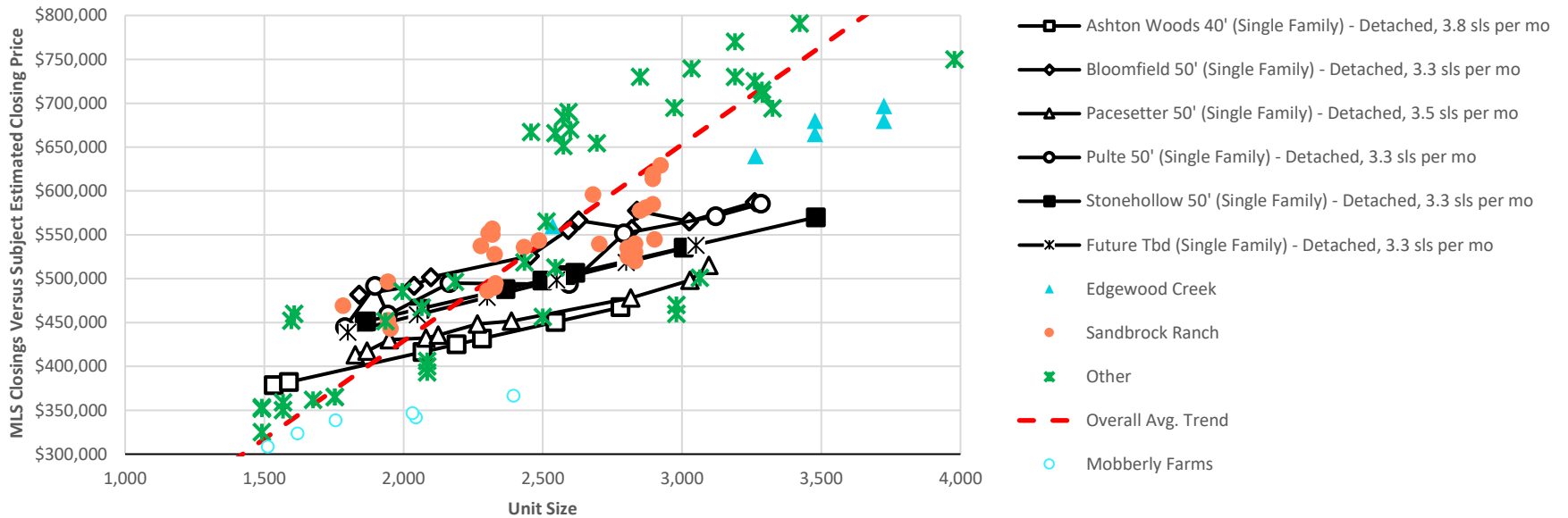
The positioning of the Subject on a monthly payment basis is largely similar to the base price positioning shown on the previous page. The projected effective tax rate at the Subject (~2.8% including the PID assessment) is reasonably comparable to tax rates at other communities in the CMA. In addition, our assumptions regarding spending on options/upgrades are in-line with the market. The only material difference in positioning versus base prices is that the Subject Property programs move closer to D.R. Horton's program at Sutton Fields (due to D.R. Horton's lack of options/upgrades and current fiscal year-end ~\$20,000 discount on prices).



Sale Price Positioning: MLS New Home Sales in the CMA (Last 90 Days)

Competitive Market Assessment

Pricing at the Subject Property is supported by recent MLS new home sales in the CMA. Between May and August 2024, the MLS reported 146 closings of new homes in the CMA at an average closing price of \$574,368 (\$217/SF). The projected average closing price at the Subject Property of \$481,213 (\$202/SF) falls below this average.

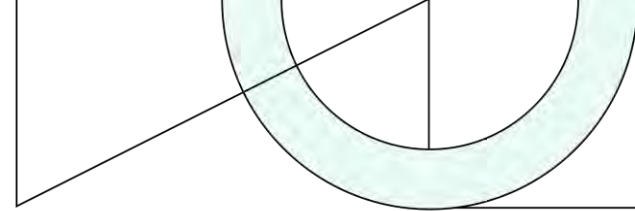


Source: Zonda

Ref	Reference Area	Date Range	Sales	Sales Pace Overall	Year Built	Lot Size	BedS	Bath	Avg. Sq. Ft.	Net Price	Price Per Square Foot
A	Edgewood Creek	May-24 to Jun-24	6	4.16	2023	6,150	4.67	4.33	3,368	\$653,658	\$196
B	Green Meadows	May-24 to Jun-24	4	4.07	2023	7,459	4.00	4.25	3,297	\$644,750	\$197
C	Mobberly Farms	May-24 to Jul-24	6	2.90	2024	4,418	3.67	2.67	1,893	\$337,677	\$181
D	Mosaic	May-24 to Jul-24	16	6.42	2024	7,267	4.38	4.06	2,975	\$765,297	\$260
E	Sandbrock Ranch	May-24 to Jul-24	42	15.43	2024	6,946	4.10	4.10	2,911	\$631,226	\$218
F	Other	May-24 to Aug-24	72	25.53	2024	6,536	3.90	2.96	2,364	\$507,978	\$213
Market Average			Total Sales - 146		2024	6,676	4.03	3.49	2,636	\$574,368	\$217
Market Median					2024	6,098	4.00	3.00	2,561	\$551,150	\$218

Starts, Closings, & Inventory

Competitive Market Assessment



Sandbrock Ranch is the absorption leader among the surveyed comparable properties, with 313 annual closings through 2Q24. Edgewood Creek closed 166 homes over the same period with just one builder and lot size (higher prices than those projected at the Subject Property). Given these data points, Zonda's projection of 248 closings per year (with seven builder programs) at the Subject Property is reasonable. Both Edgewood Creek and Sandbrock Ranch are likely to sell out completely in three to four years, reducing competition for the Subject Property.

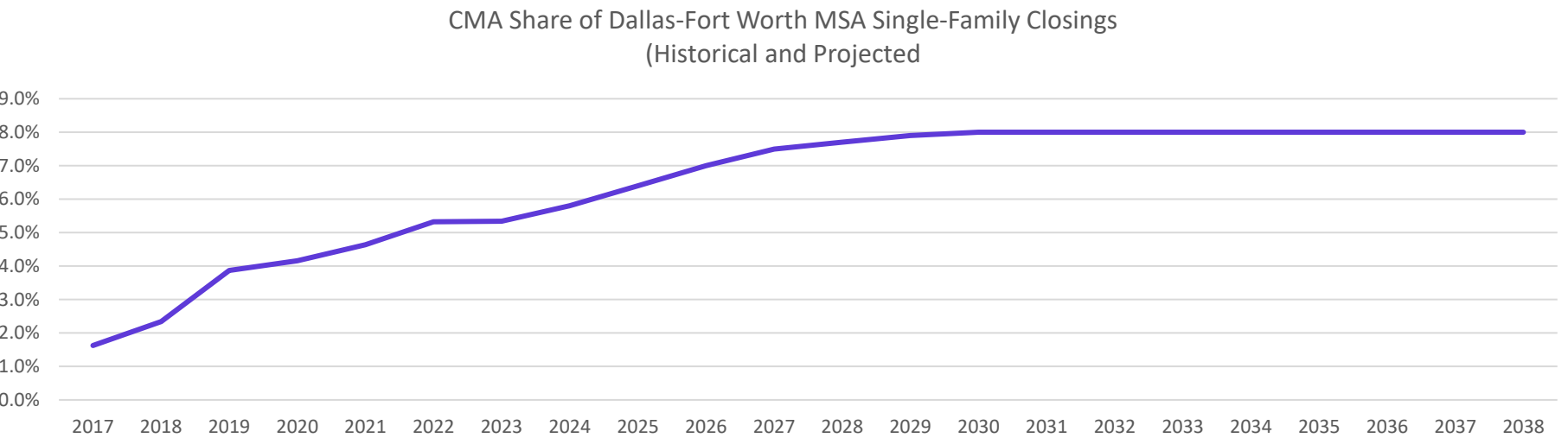
Active Projects	Annual Starts			Annual Closings			VDL Inventory		2Q24 VDL Inventory		Future Lots	Remaining
	2Q24	2Q23	Peak	2Q24	2Q23	Peak	2Q24	2Q23	Months	Years	2Q24	Years
Edgewood Creek	175	61	212	166	0	166	65	240	4.5	0.4	567	3.6
Green Meadows	33	67	281	102	205	211	1	34	0.4	0.0	4,959	150.3
Mobberly Farms	128	347	347	238	203	359	253	139	23.7	2.0	846	8.6
Mosaic	209	0	209	6	0	6	226	68	13.0	1.1	2,444	12.8
Sandbrock Ranch	302	175	392	313	259	313	164	336	6.5	0.5	738	3.0
Sutton Fields	416	210	520	300	309	409	303	328	8.7	0.7	453	1.8
Totals:	1,263	860	1,961	1,125	976	1,464	1,012	1,145	9.6	0.8	10,007	8.7

CMA and Subject Property Absorption

Competitive Market Assessment

The CMA's (definition shown in the Appendix) share of the Dallas-Fort Worth MSA new home closings has grown in recent years, rising from 1.6% in 2017 to 5.3% in 2023 (and 5.8% in the first half of 2024). Our forecast of closings in the CMA assumes that its share of MSA closings continues to grow, reaching 8.0% in 2033. An increase in the CMA's share of MSA closings appears inevitable because of the number of active developments (including the Subject Property) that have recently started sales, the expansion of the Dallas North Tollway (which will improve accessibility to the entire region), and the strong reputation of the area schools (attractive for family households). At its peak in 2026, our projected absorption at the Subject Property represents 8.5% of the projected single-family housing demand in the CMA. Thereafter, the Subject Property's annual capture rates are projected to decline. From 2025-2038, the Subject Property's sales represent 5.3% of total projected single-family housing demand in the CMA.

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Dallas-Fort Worth MSA (Moody's SF Starts)	34,766	36,136	36,015	43,278	51,681	43,999	42,854	42,189	40,628	43,100	43,168	42,455	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000
Dallas-Fort Worth MSA (Zonda Closings)	31,863	32,470	34,597	40,653	44,666	46,249	45,506	42,521	41,409	41,864	43,134	42,811	42,727	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000
CMA (Celina ISD) Closings (Zonda)	518	759	1,338	1,691	2,072	2,463	2,429	2,466	2,650	2,930	3,235	3,296	3,375	3,440	3,440	3,440	3,440	3,440	3,440	3,440	3,440	3,440
CMA Share of DFW MSA Closings (Zonda)	1.6%	2.3%	3.9%	4.2%	4.6%	5.3%	5.3%	5.8%	6.4%	7.0%	7.5%	7.7%	7.9%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
Subject Property Sales (Actual and Projected)							0	3	180	250	243	243	243	264	264	262	155	70	70	70	70	67
Subject Property Share of CMA Closings (Actual and Projected)							0.0%	0.1%	6.8%	8.5%	7.5%	7.4%	7.2%	7.7%	7.7%	7.6%	4.5%	2.0%	2.0%	2.0%	2.0%	1.9%



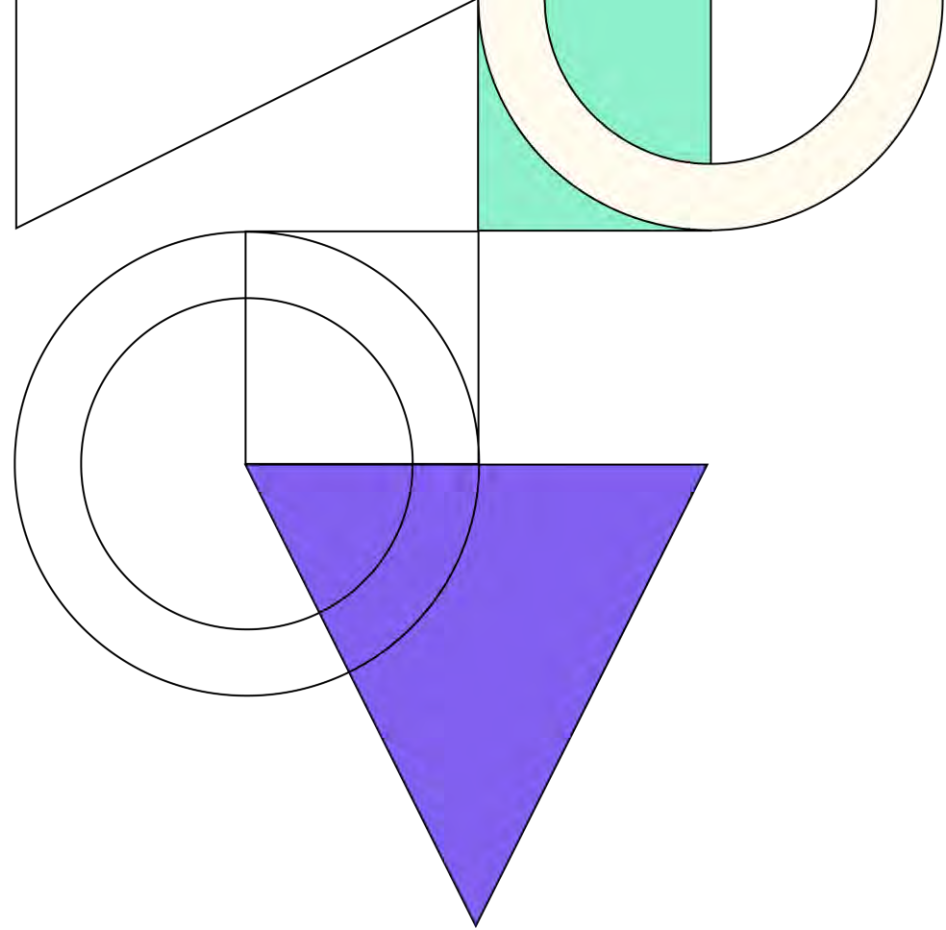
Build-out of Competitive Supply in the CMA

Competitive Market Assessment

Zonda identified 27 actively-selling subdivisions with at least one start in the last 12 months in the CMA as of 2Q24. Together, these subdivisions closed a total of 2,492 homes from 3Q23 through 2Q24. Several of these communities are nearing sell-out, including Enclave at Pecan Creek, Winn Ridge, and Light Farms. The combination of likely growing demand in the Celina ISD (see previous page) coupled with the sell-out of these communities means demand should be sufficient to support the projected absorption forecast at the Subject Property and reasonable absorption rates at the competing communities. Nonetheless, with the projected ramp-up in sales at the Subject Property and at communities such as Creekview Meadows, Cross Creek Meadows, North Sky, and Uptown Celina, competition for buyers in the CMA is likely to be intense over the next five years.

Community	Lot Size Range	Closings (3Q2023-2Q2024)	Share of CMA Closings	Finished Spec Homes	VDL	Paper Lots	Total Future Supply	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Sandbrook Ranch	50'-70'	313	12.6%	17	164	738	919	310	333	276	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Sutton Fields (Celina)	50'-70'	300	12.0%	9	706	1,022	1,737	297	319	353	389	379	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Mobberly Farms	40'-50'	238	9.6%	3	253	1,373	1,629	131	322	354	294	247	147	99	35	Built Out	Built Out	Built Out	Built Out
Winn Ridge	50'-60'	217	8.7%	18	3	0	21	21	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Enclave at Pecan Creek, The	40'-70'	210	8.4%	0	189	0	189	189	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Cambridge Crossing (Celina)	40'-74'	196	7.9%	15	139	1,221	1,375	199	200	200	225	250	300	369	Built Out	Built Out	Built Out	Built Out	Built Out
Edgewood Creek	50'	166	6.7%	14	65	567	646	164	177	195	110	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Light Farms/Sweetwater	45'-60'	126	5.1%	5	0	0	5	5	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Light Farms/Laurel and Bartlett	50'-60'	126	5.1%	9	89	0	98	98	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Green Meadows (Celina)	50'-70'	102	4.1%	4	1	4,959	4,964	104	161	194	221	240	324	421	436	452	452	452	452
Woodstone (Providence Village)	50'-55'	83	3.3%	1	112	101	214	82	88	44	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Light Farms/Hazel	60'	68	2.7%	1	0	0	1	1	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Light Farms/Brenham	40'	60	2.4%	5	38	0	43	43	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Cottages, The (Celina)	35'-45'	60	2.4%	3	92	102	197	59	64	71	3	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Union Park/Del Webb	41'-60'	58	2.3%	4	0	0	4	4	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Greenway (Celina)	60'	57	2.3%	7	32	0	39	39	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Light Farms/Cypress	60'	44	1.8%	0	0	0	0	0	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Light Farms/Graham	50'-70'	34	1.4%	7	27	0	34	34	0	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Glen Crossing	50'-60'	27	1.1%	0	0	0	0	0	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Mosaic	40'-70'	6	0.2%	15	170	2,144	2,329	6	200	250	250	250	250	250	250	250	250	250	250
North Preston Lakes Estates	220'-350'	1	0.0%	0	7	8	15	1	1	1	1	1	1	1	1	1	1	1	1
Uptown Celina / North Square at Upt	40'	0	0.0%	0	75	0	75	1	75	125	200	250	375	375	375	375	375	375	375
Light Farms/Reagan	40'-50'	0	0.0%	0	748	1,706	2,454	1	1	1	1	1	1	1	1	1	1	1	1
Mosaic Townhomes	25'-30'	0	0.0%	0	56	300	356	1	1	1	1	1	1	1	1	1	1	1	1
Legacy Hills (Celina)	48'-60'	0	0.0%	0	453	6,531	6,984	18	450	695	737	661	607	648	576	542	447	392	352
North Sky Celina	55'-65'	0	0.0%	0	317	461	778	1	75	100	150	225	250	250	250	250	250	250	250
Creekview Meadows	40'-50'	0	0.0%	0	748	1,706	2,454	3	180	250	243	243	243	264	264	262	155	70	70
Total		2,492	100.0%	137	2,966	14,241	17,344	1,812	2,647	3,109	2,826	2,748	2,499	2,679	2,190	2,134	1,932	1,792	1,752
Demand Potential								2,466	2,650	2,930	3,235	3,296	3,375	3,440	3,440	3,440	3,440	3,440	3,440
Excess Demand								655	3	-179	409	548	876	761	1,250	1,306	1,508	1,648	1,688
Cumulative Excess Demand								655	657	479	888	1,436	2,313	3,073	4,323	5,629	7,137	8,784	10,472

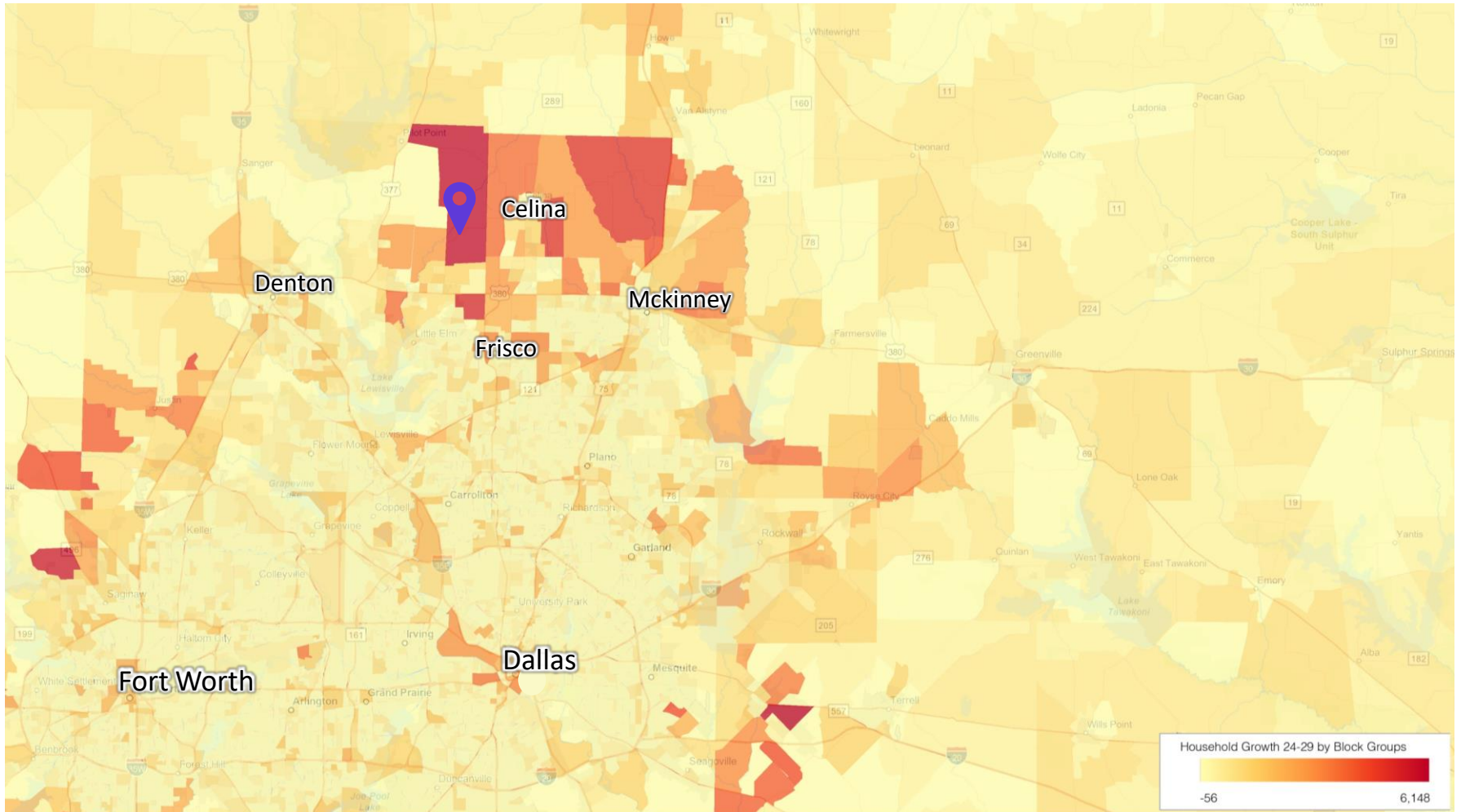
Location Analysis



Household Growth by Zip Code

Location Analysis

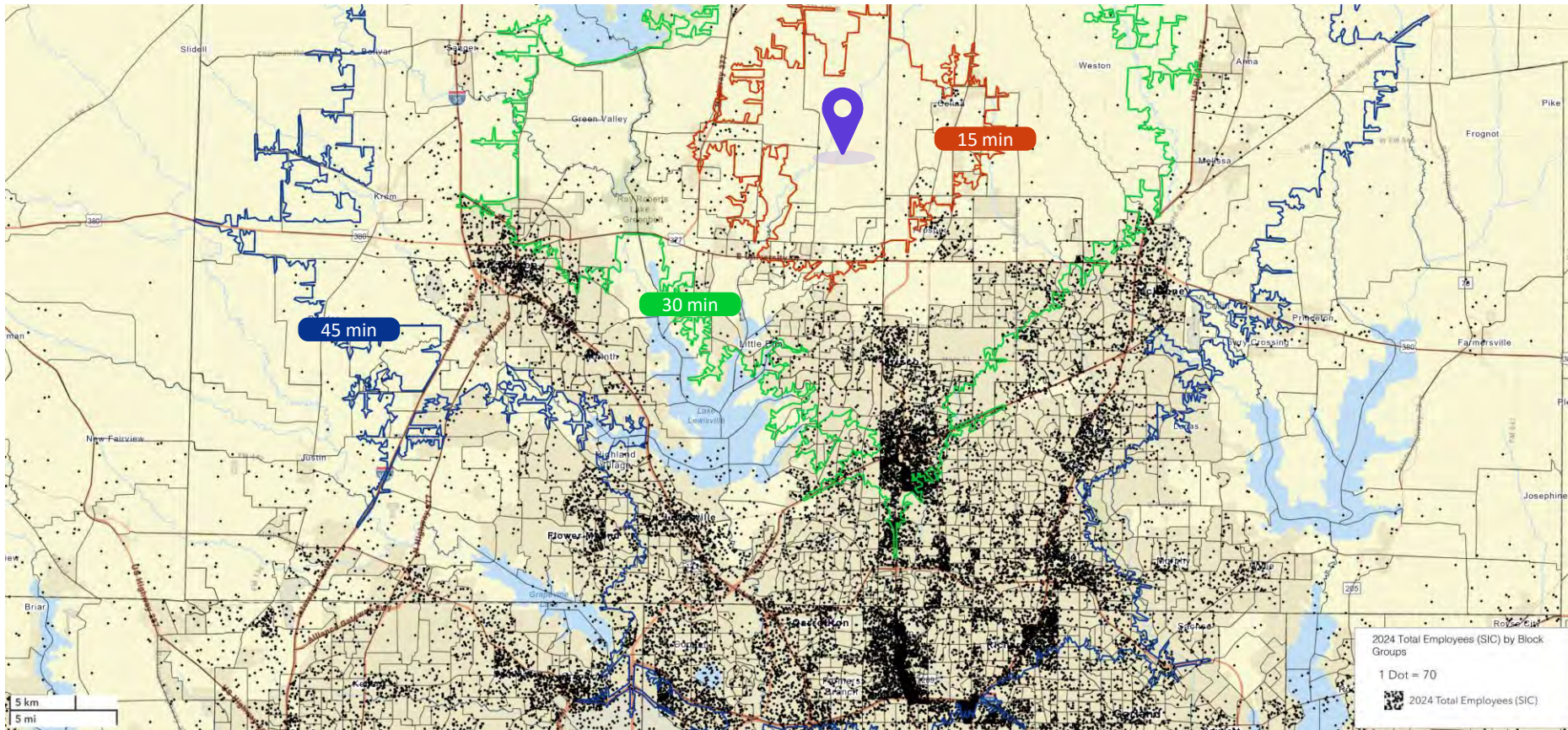
The northern suburbs of the Dallas-Ft. Worth metro area are projected to see strong household growth from 2024 through 2029. The Subject is well-positioned to benefit from this northern push of growth in Collin and Denton Counties (among the strongest projected growth areas across the Metroplex).



Regional Proximity to Employment

Location Analysis

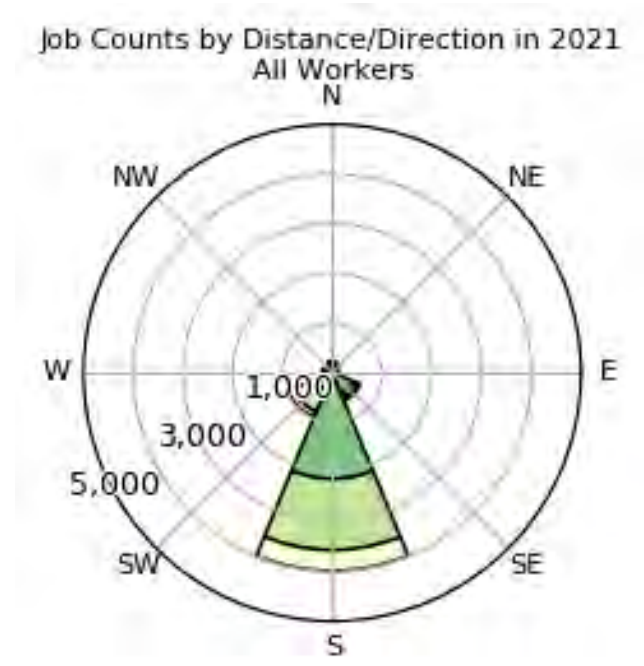
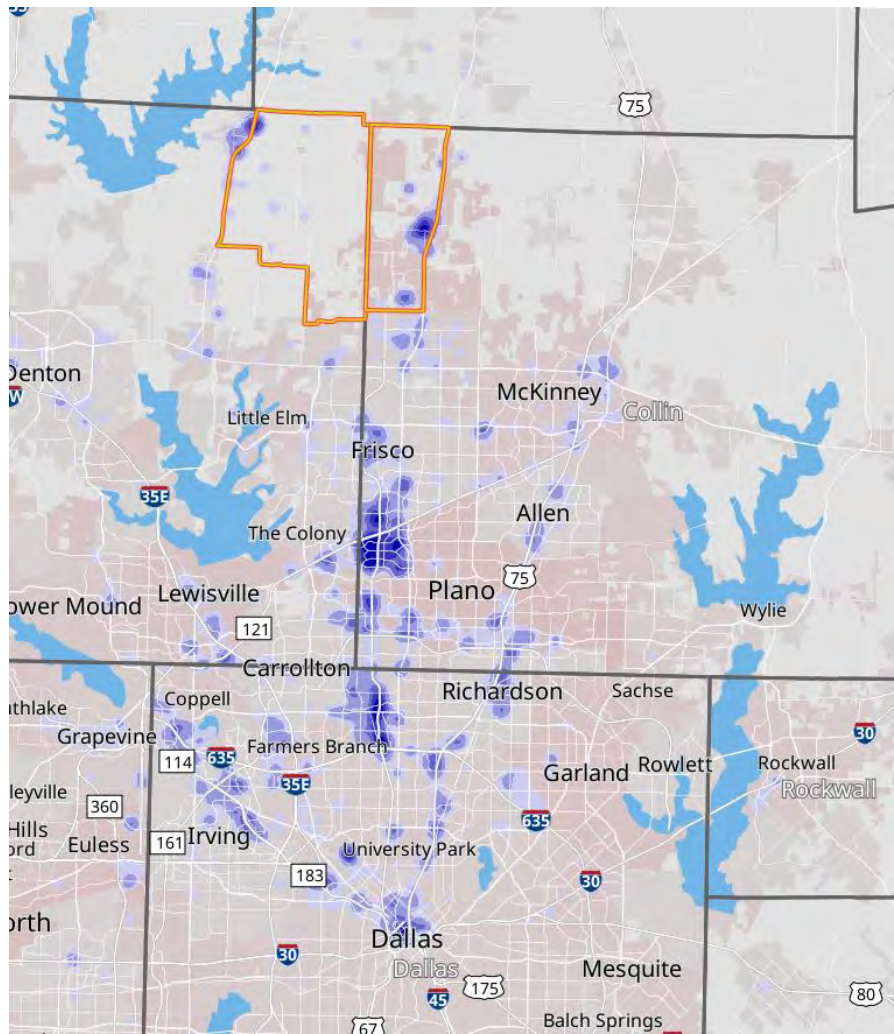
The Subject Property offers reasonable access to employment centers in the Dallas-Ft. Worth MSA via Highway 380 and future extensions of the Dallas North Tollway. Roughly 205,000 jobs are accessible within a 30-minute rush hour drive and 1.1 million jobs are accessible within a 45-minute drive. We expect employment growth will eventually follow households north, bringing even more jobs within a reasonable commute time. Major employers within 30-minutes include T-Mobile, Amerisource, Conifer Health Solutions, and Baylor Medical Center (all in Frisco).



Commute Patterns

Location Analysis

Residents of the CMA tend to work along the Dallas North Tollway (Frisco is a primary destination). Nearly half of existing residents commute more than 25 miles to their workplace. We expect most residents at the Subject will have a similar commute.



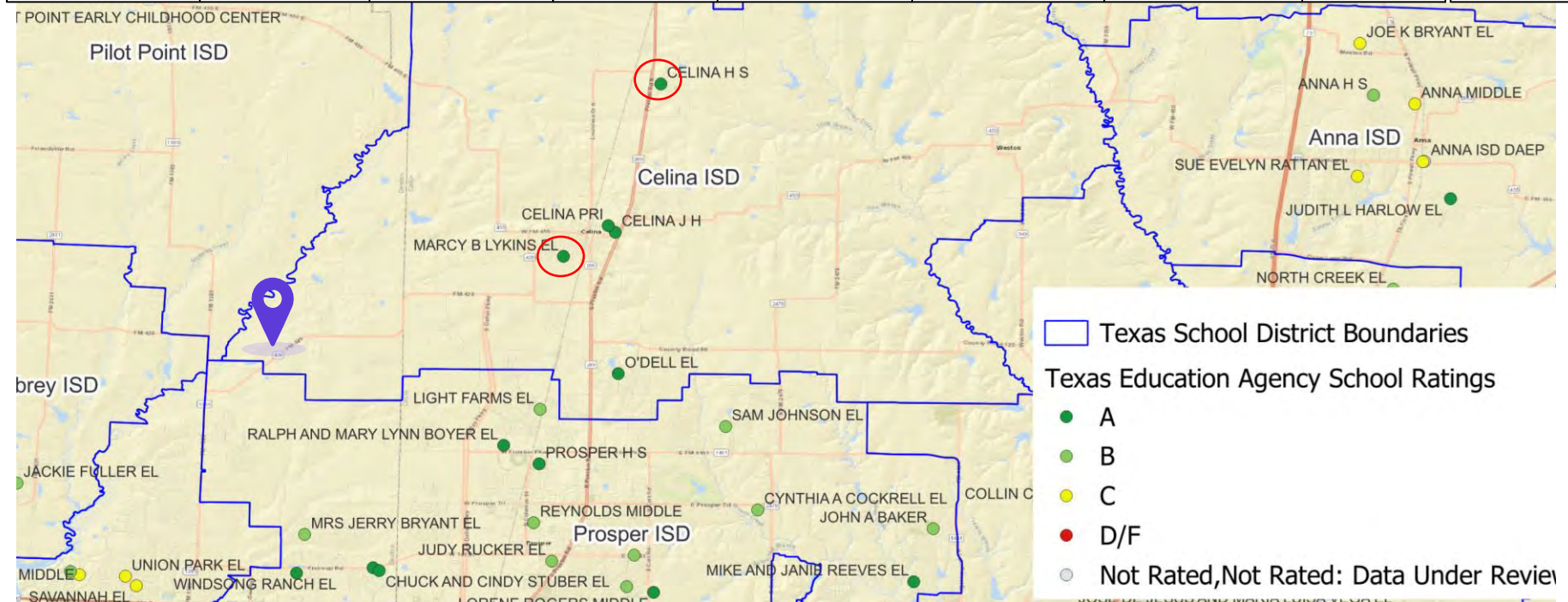
Jobs by Distance - Home Census Block to Work Census Block		
	2021	
	Count	Share
Total Private Primary Jobs	6,394	100.0%
Less than 10 miles	718	11.2%
10 to 24 miles	2,803	43.8%
25 to 50 miles	2,131	33.3%
Greater than 50 miles	742	11.6%

School Performance

Location Analysis

The Subject Property is in the highly rated Celina ISD. According to the Texas Education Agency (TEA), the Celina ISD earned an “A” (93) rating and the individual schools serving the Subject also received “A” rating (except for the new Moore Middle School, which is not yet rated). School quality is an important strength of the Subject site, shared by most, though not all of the competitors. The Subject’s schools are rated noticeably higher than Sandbrock Ranch.

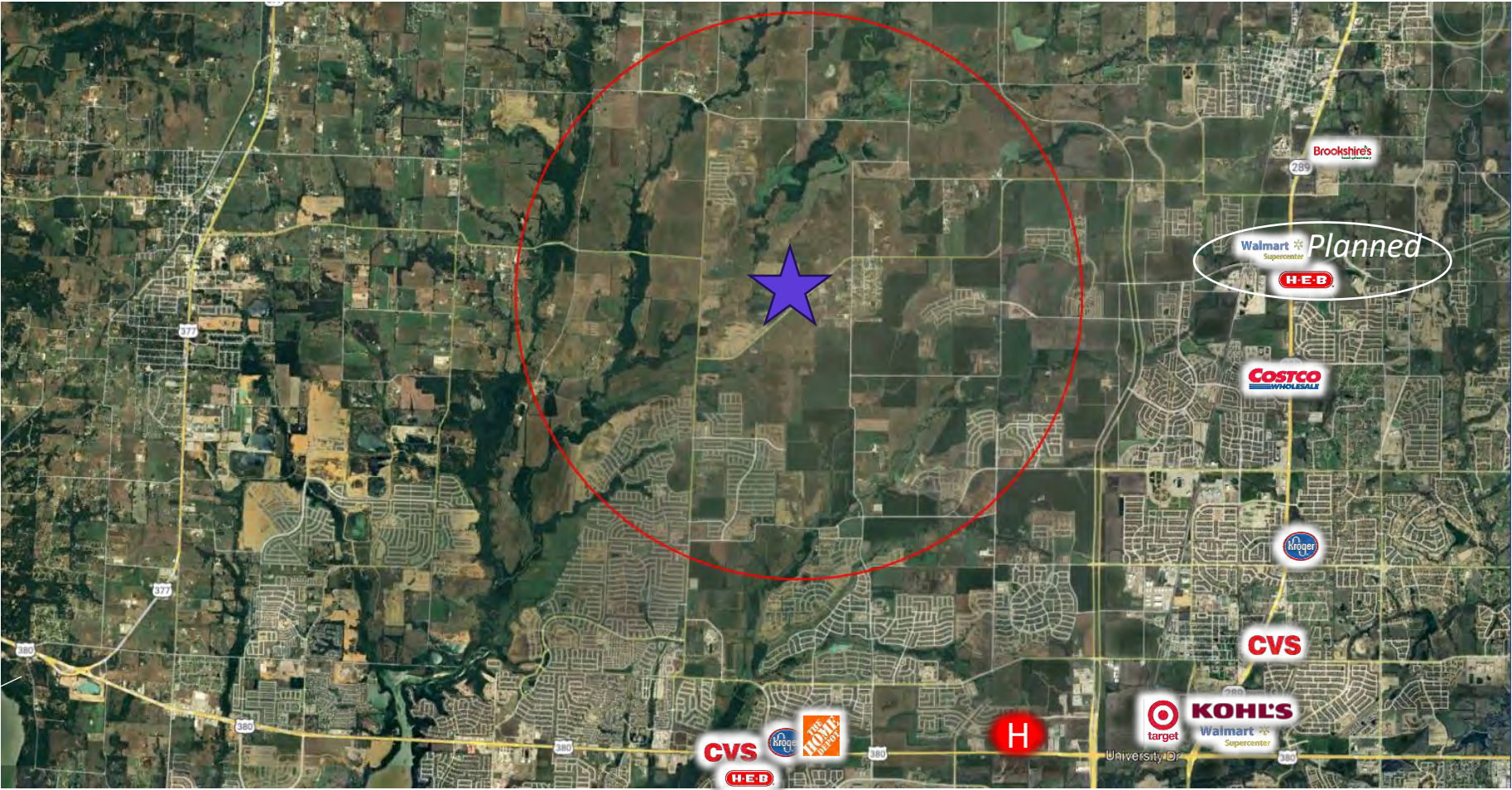
Project	District	Texas Education Agency School Scores						Average Scores
		Elementary	TEA Score	Middle	TEA Score	High	TEA Score	Avg. TEA Score
Green Meadows	CELINA ISD	MARCY B LYKINS EL	A/92	MOORE MIDDLE	NA	CELINA H S	A/90	91
Subject Property	CELINA ISD	MARCY B LYKINS EL	A/92	MOORE MIDDLE	NA	CELINA H S	A/90	91
Edgewood Creek	PROSPER ISD	CHRISTIE EL	NA	WILLIAM RUSHING MIDDLE	A/90	PROSPER H S	A/92	91
Sutton Fields	PROSPER ISD	CHRISTIE EL	NA	WILLIAM RUSHING MIDDLE	A/90	PROSPER H S	A/92	91
Mosaic	PROSPER ISD	HEMPHILL EL	B/87	WILLIAM RUSHING MIDDLE	A/90	PROSPER H S	A/92	90
Mobberly Farms	PILOT POINT ISD	PILOT POINT EL	A/92	PILOT POINT SELZ MIDDLE	C/74	PILOT POINT H S	B/86	84
Sandbrock Ranch	DENTON ISD	SANDBROCK RANCH EL	NA	RODRIGUEZ MIDDLE	C/73	RAY BRASWELL H S	B/82	78

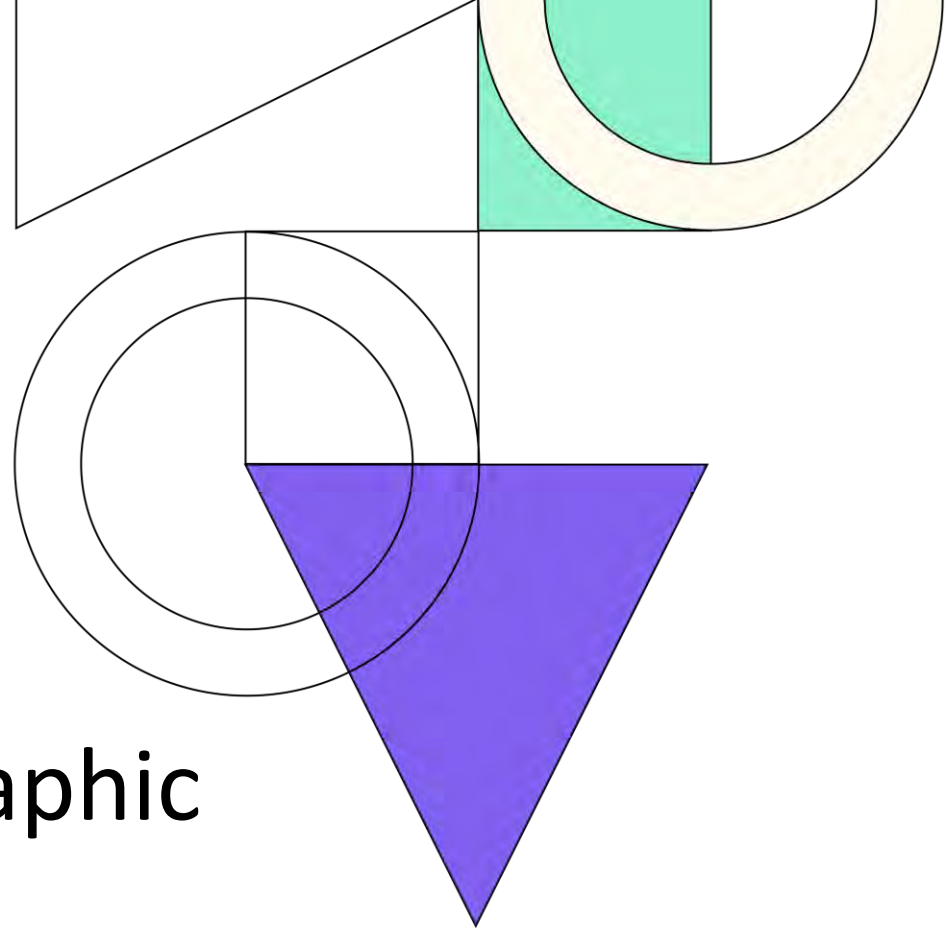


Proximity to Local Services

Location Analysis

The nearest retail and services are about five miles south of the Subject Property at the Windsong Ranch Marketplace Highway 380. These include a Kroger, CVS, and Home Depot, among others. Additional services, including medical, are located along Highway 380 and about six miles east along the Dallas Parkway. A new shopping center, anchored by an HEB and a Wal-Mart, is planned directly east of the Subject Property.



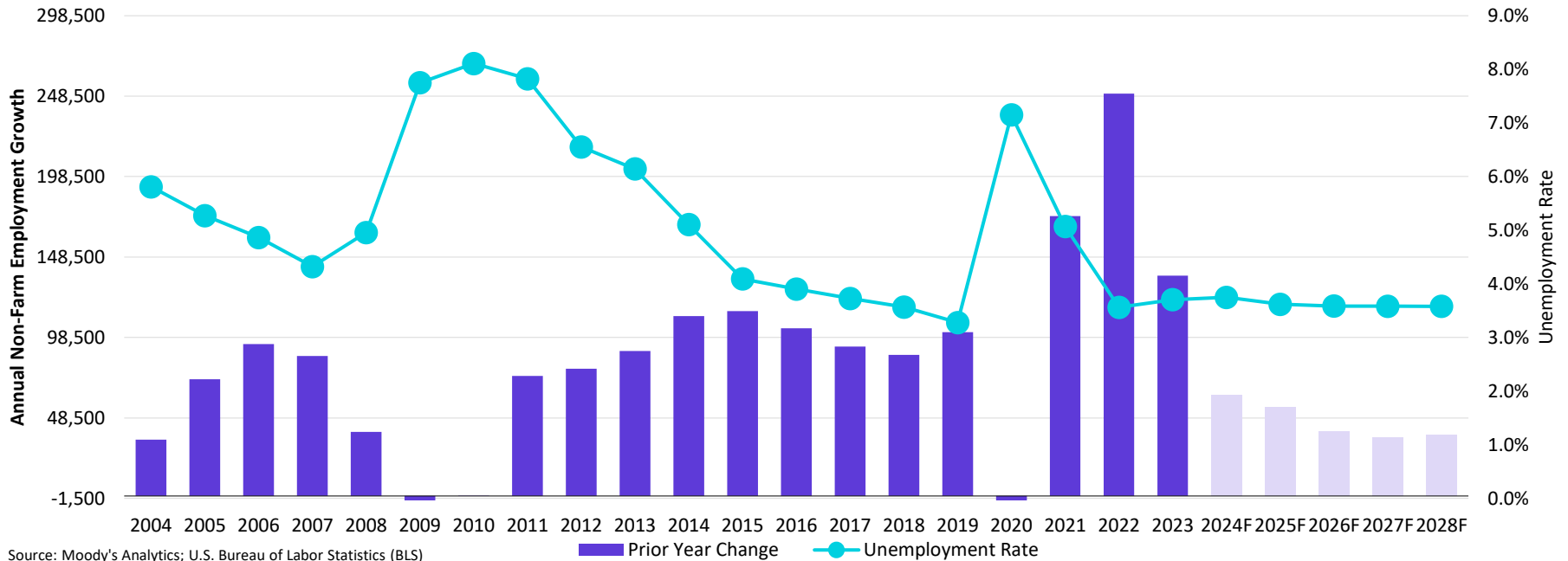


Economic & Demographic Analysis

Employment Growth

Economic & Demographic Analysis

As of July 2024, Moody's baseline forecast calls for steady job growth in the Dallas-Ft. Worth MSA and a low unemployment rate. Moody's anticipates that the Metroplex will add 62,432 jobs in 2024 followed by steady, but below historical average growth of 37,000 to 55,000 new jobs per year through 2028. The unemployment rate is projected to remain steady and low at or below 3.8% through 2028. Note that monthly data from the Federal Reserve shows that the unemployment rate in the Dallas-Ft. Worth MSA ticked up to 4.3% in June 2024, its highest level since Sept. 2021, and continuing an upward trend since April 2024. Still, while job growth has certainly slowed in comparison to 2022 and 2023, Moody's remains confident that job growth will continue and the labor market will remain healthy.



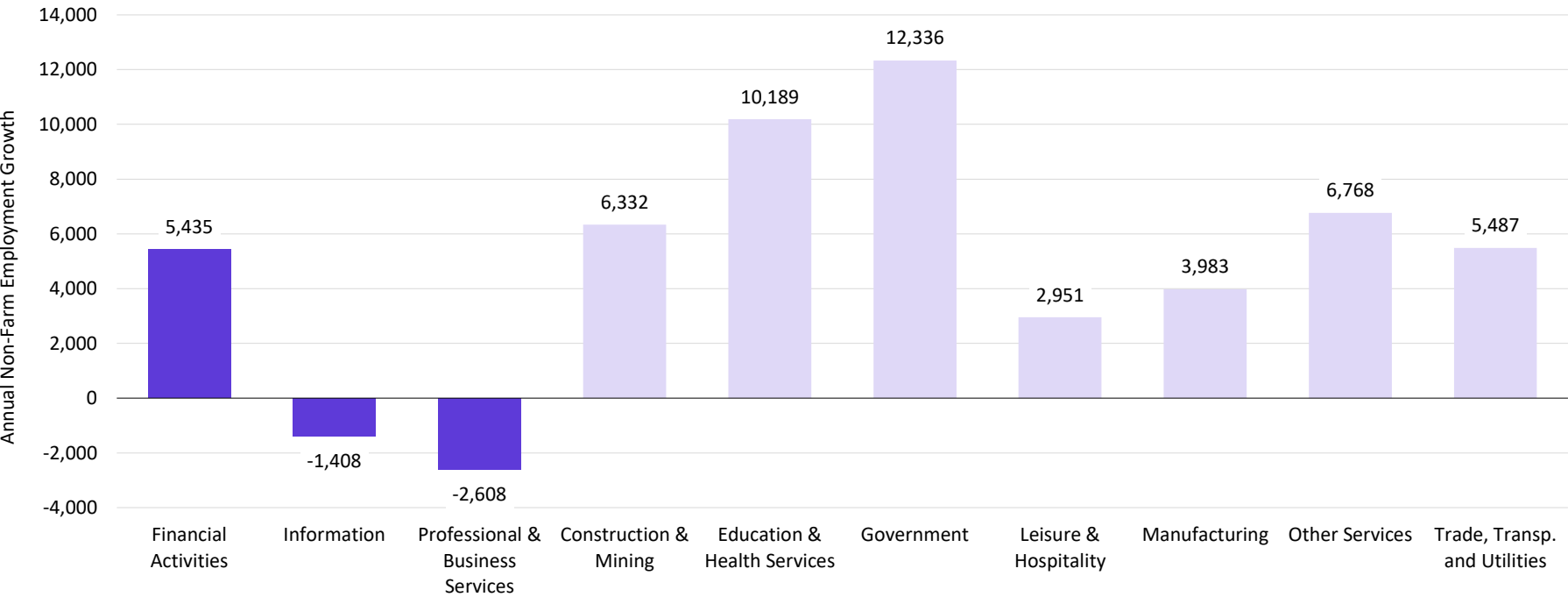
Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Non-Farm Employment	3,286,642	3,401,558	3,505,750	3,598,550	3,686,275	3,788,017	3,667,750	3,841,775	4,091,775	4,228,642	4,291,074	4,346,160	4,386,418	4,422,906	4,460,811
Prior Year Change	111,883	114,917	104,192	92,800	87,725	101,742	(120,267)	174,025	250,000	136,867	62,432	55,086	40,258	36,488	37,905
Annual % Change	3.5%	3.5%	3.1%	2.6%	2.4%	2.8%	-3.2%	4.7%	6.5%	3.3%	1.5%	1.3%	0.9%	0.8%	0.9%
Unemployment Rate	5.1%	4.1%	3.9%	3.7%	3.6%	3.3%	7.2%	5.1%	3.6%	3.7%	3.8%	3.6%	3.6%	3.6%	3.6%

Employment Growth by Sector

Economic & Demographic Analysis

Job growth in the Dallas-Ft. Worth MSA was broad based over the last year. Most industrial sectors added jobs YOY, with Government leading the way with 12,336 jobs added. However, the Professional and Business Services and Information sectors lost jobs YOY. Employment growth in this sector has been flat or slightly negative since 2022, a trend that bears watching given its relatively high salaries.

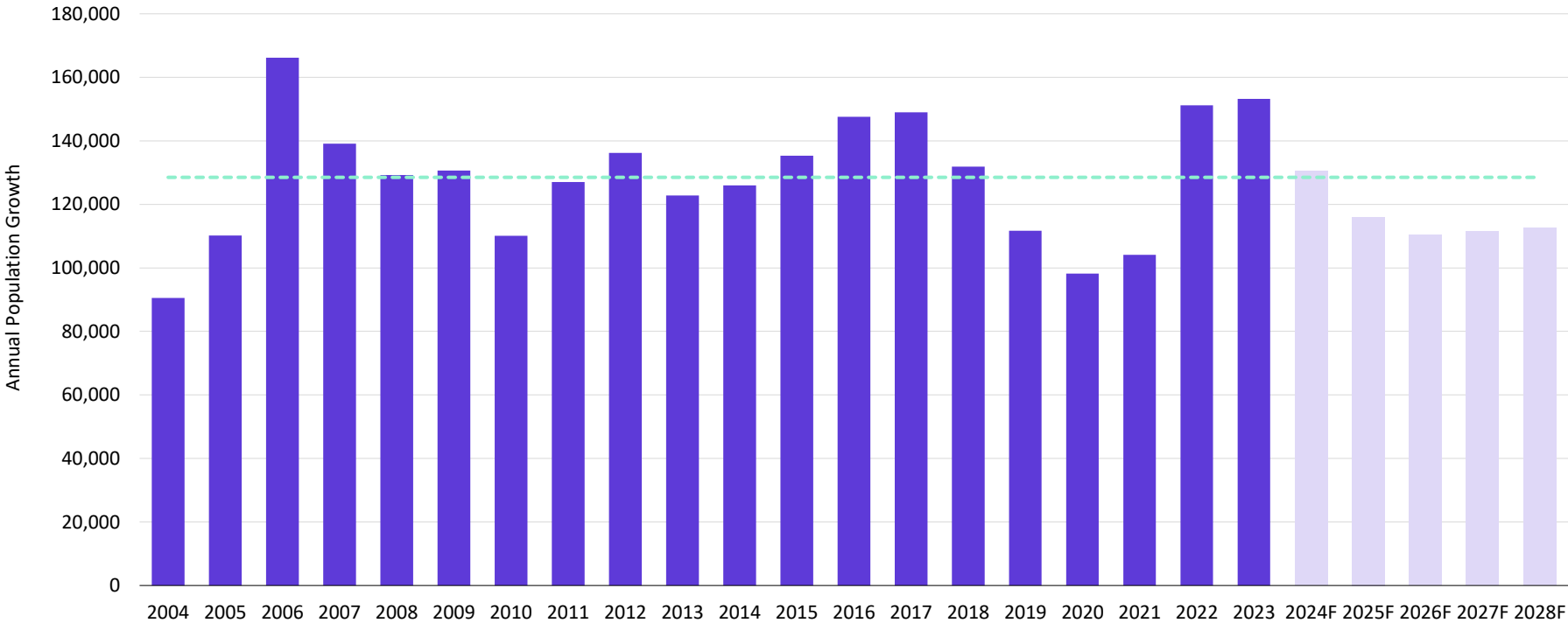


Source: Moody's Analytics; U.S. Bureau of Labor Statistics (BLS)

Category	Financial Activities	Information	Professional & Business Services	Construction & Mining	Education & Health Services	Government	Leisure & Hospitality	Manufacturing	Other Services	Trade, Transp. and Utilities
Current Month (Jul-2024)	373,109	90,553	778,114	235,680	516,709	486,862	429,881	312,052	143,868	905,864
Current Month (Jul-2023)	367,674	91,960	780,722	229,348	506,520	474,526	426,930	308,068	137,100	900,377
12-Month Change	5,435	-1,408	-2,608	6,332	10,189	12,336	2,951	3,983	6,768	5,487

Population Growth
Economic & Demographic Analysis

The Dallas-Ft. Worth MSA added 153,000 people in 2023, a record high since at least 2000. Moody’s projects that growth will slow to 131,000 new residents in 2024 and then fall to approximately 113,000 new residents per year from 2025 through 2028. Although Moody’s projection calls for growth to slow to below the recent historical average of 129,000 new residents per year from 2003 through 2023, the Dallas-Ft. Worth MSA is projected to add more people than any other MSA in the United States from 2024 through 2028.



Source: Moody's Analytics; U.S. Census Bureau (BOC)

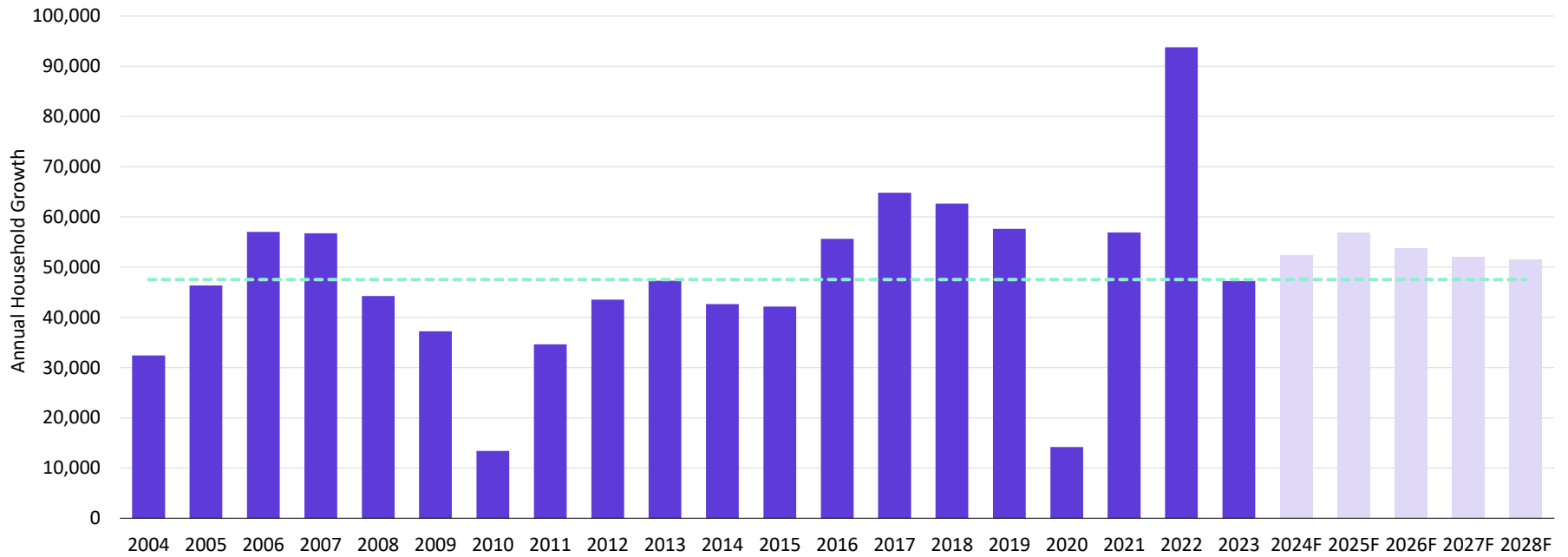
Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Total Population	6,963,792	7,099,129	7,246,673	7,395,626	7,527,477	7,639,194	7,737,415	7,841,509	7,992,697	8,145,916	8,276,368	8,392,410	8,502,831	8,614,251	8,726,739
Prior Year Change	125,964	135,337	147,543	148,953	131,851	111,717	98,220	104,094	151,187	153,220	130,452	116,042	110,421	111,420	112,488
Annual % Change	1.8%	1.9%	2.1%	2.1%	1.8%	1.5%	1.3%	1.3%	1.9%	1.9%	1.6%	1.4%	1.3%	1.3%	1.3%

Household Growth

Economic & Demographic Analysis

In contrast to population growth, Moody’s expects household growth through 2027 to be slightly above historical averages, at 53,000 new households per year. That is about 11% higher than the historical average of 47,000 new households per year from 2003 through 2023.



Source: Moody's Analytics; U.S. Census Bureau (BOC)

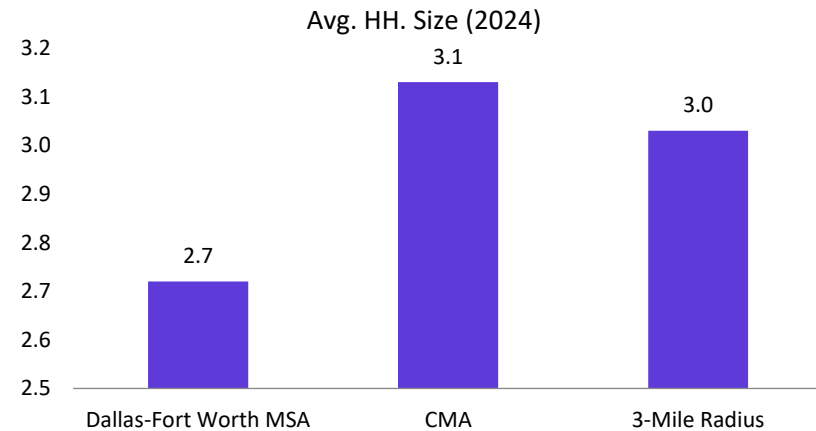
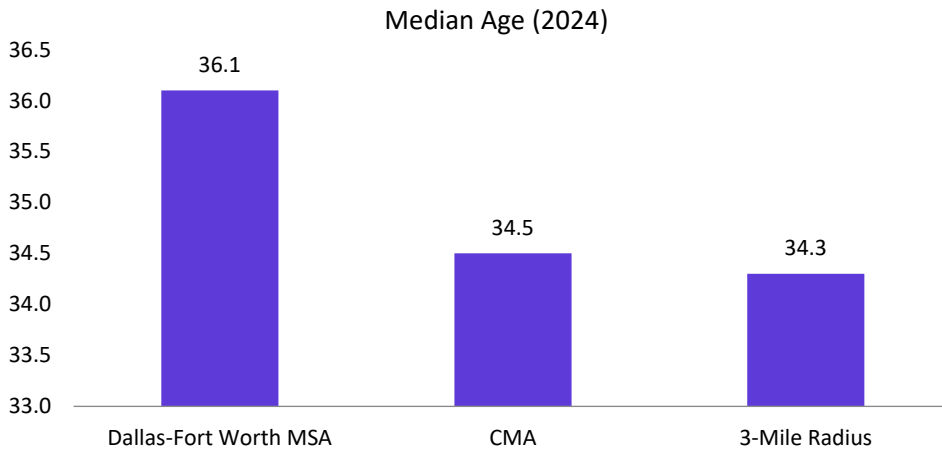
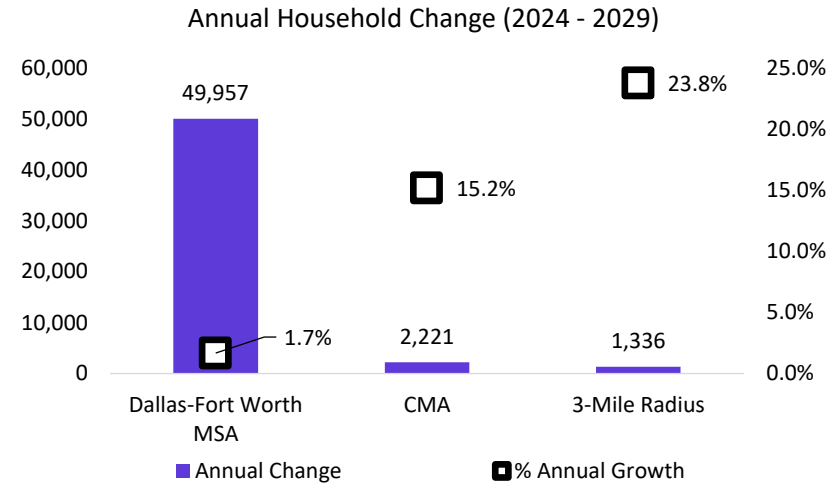
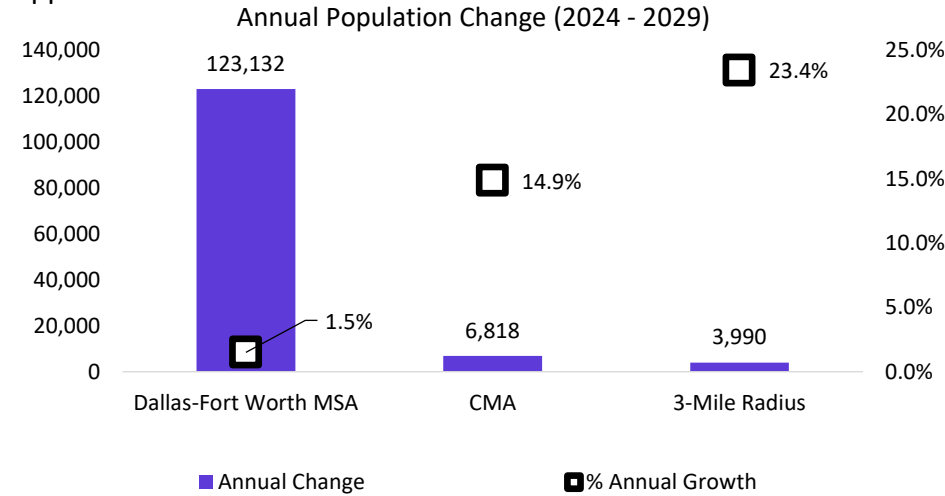
Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Total Households	2,499,972	2,542,116	2,597,769	2,662,559	2,725,217	2,782,823	2,796,994	2,853,893	2,947,685	2,994,887	3,047,289	3,104,117	3,157,822	3,209,787	3,261,267
Prior Year Change	42,623	42,144	55,653	64,790	62,657	57,607	14,171	56,899	93,793	47,202	52,402	56,828	53,705	51,965	51,479
Annual % Change	1.7%	1.7%	2.2%	2.5%	2.4%	2.1%	0.5%	2.0%	3.3%	1.6%	1.7%	1.9%	1.7%	1.6%	1.6%

Demographic Characteristics

Economic & Demographic Analysis

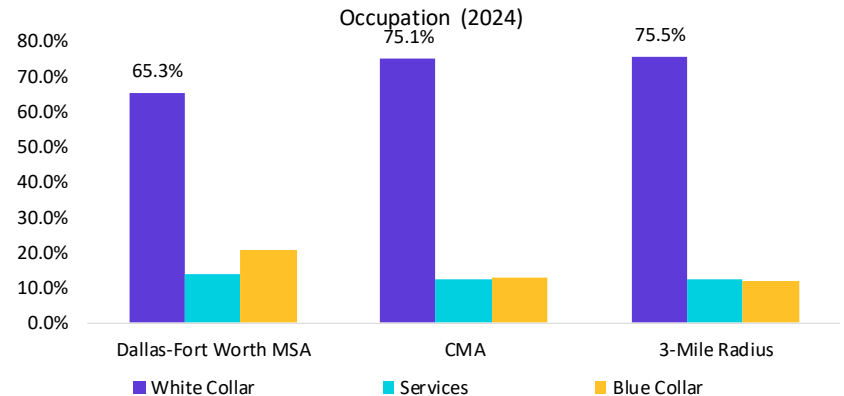
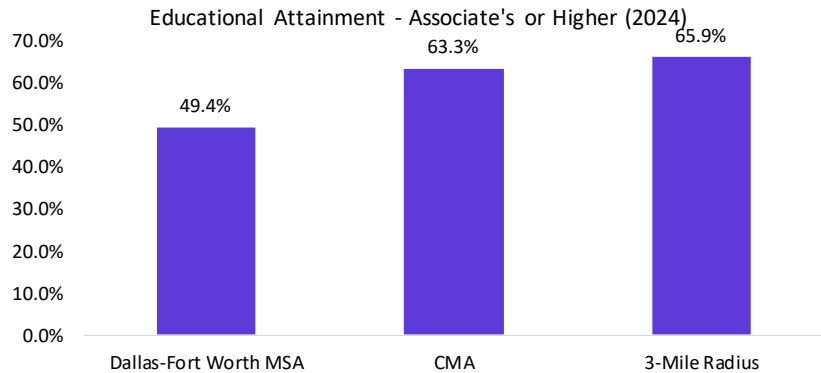
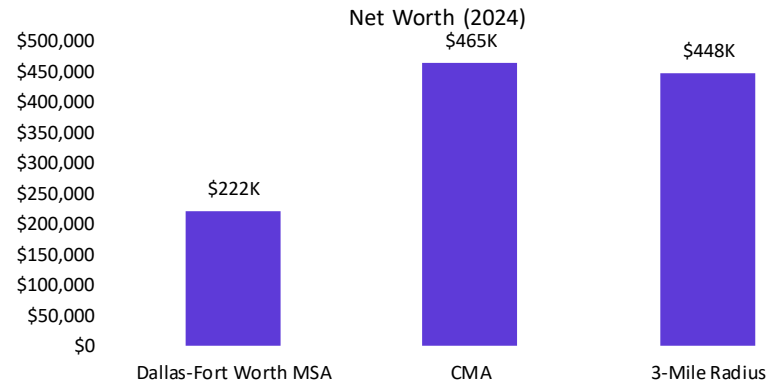
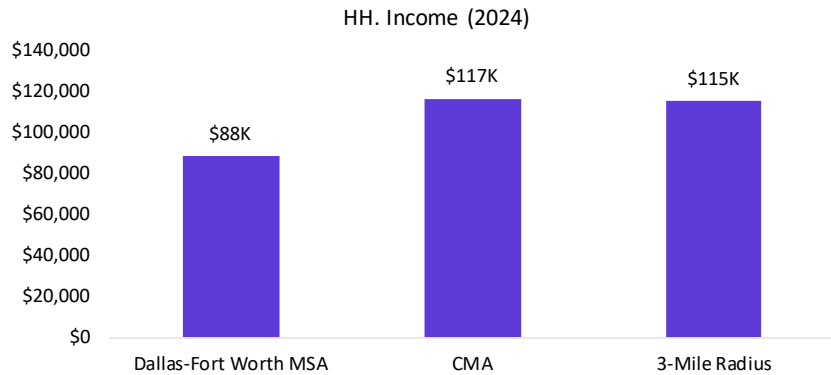
ESRI is projecting household growth of 2,221 new households per year in the CMA from 2024 through 2029. Although it represents a rapid 15.2% average annual growth rate, it is likely an underestimate given the 2,430 single-family housing starts that Zonda counted in the last 12 months ending in 2Q24. Note that the CMA is defined as a collection of Census Tracts around the Subject Property and shown in the Appendix.



Demographic Characteristics

Economic & Demographic Analysis

The median annual household income in the CMA (\$117,000) is 33% higher than the median annual household income across the Dallas-Ft. Worth MSA (\$88,000). The CMA also boasts a high median net worth of \$465,000 and a high share of adults with at least associate's degrees (75%). Taken together, these are highly favorable demographics for new for-sale housing development.

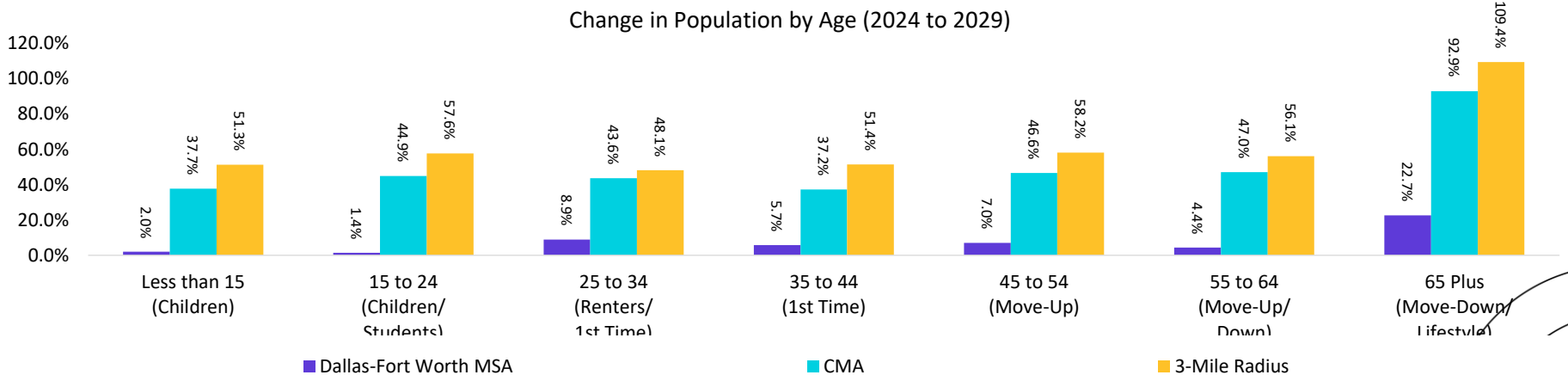
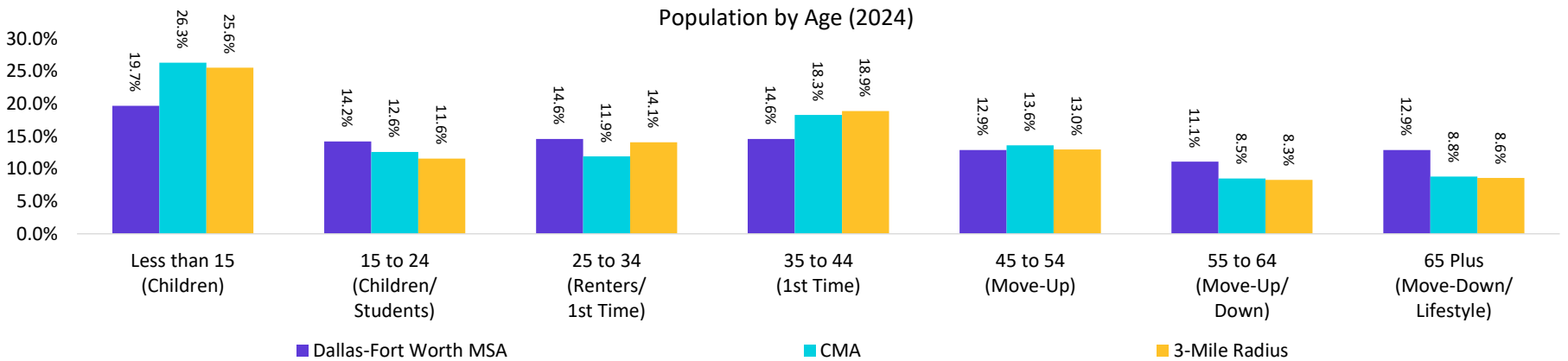


Source: ESRI

Age Distributions

Economic & Demographic Analysis

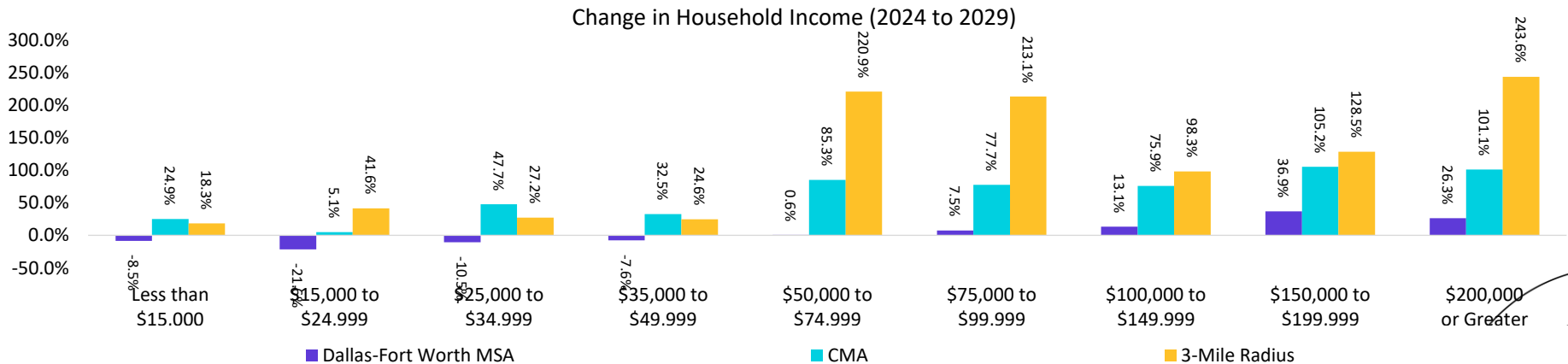
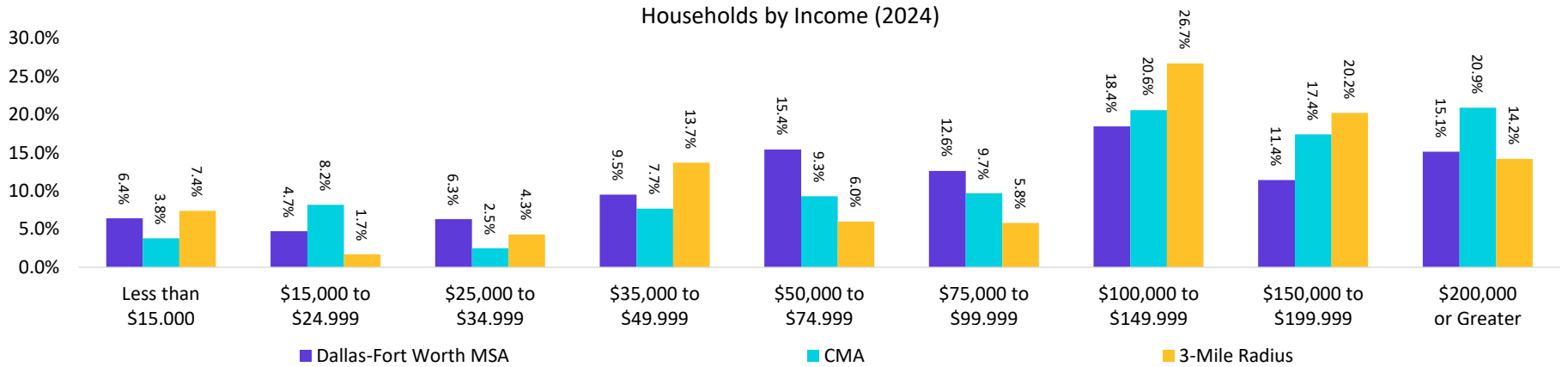
Compared to the Dallas-Ft. Worth MSA, the CMA has a higher concentration of children and a somewhat lower concentration of empty-nesters and retirees. The presence of families speaks to the high quality of schools in the area. We expect families will be a key buyer demographic at the Subject Property. That said, the population of empty-nesters and retirees is expected to see the fastest growth over the next five years.



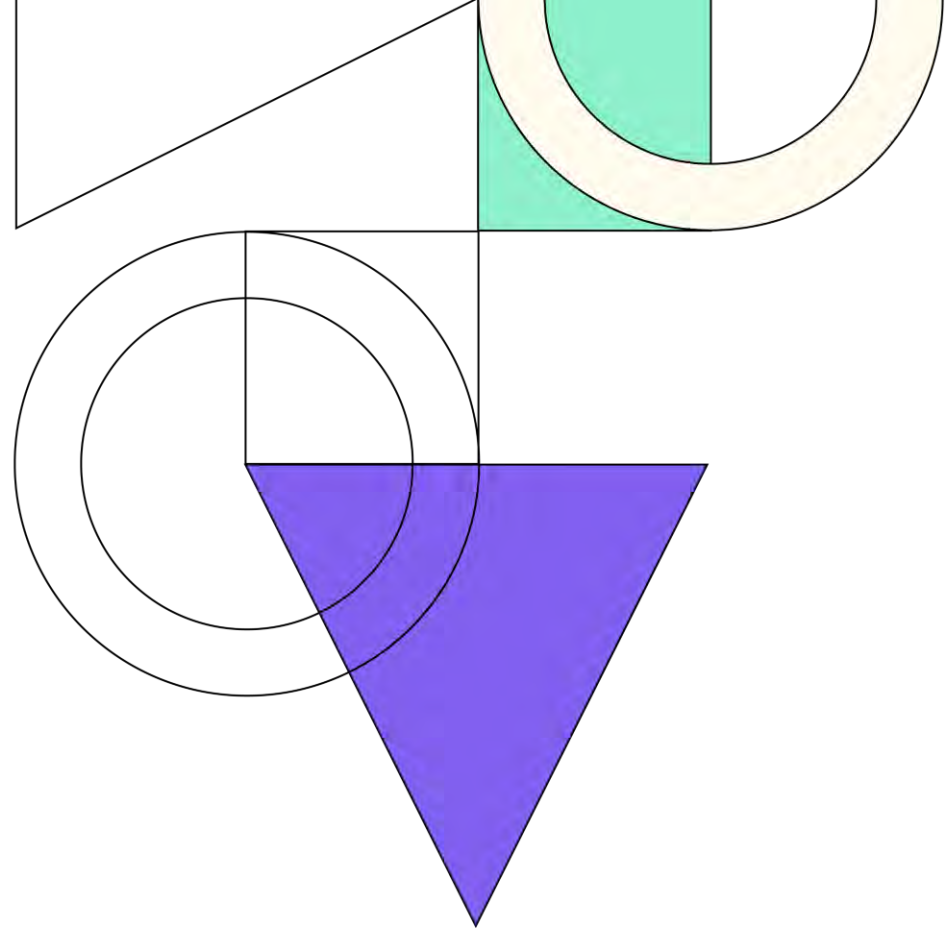
Income Distributions

Economic & Demographic Analysis

62% of households in the CMA earn over \$100,000 per year, compared to 45% of households across the Dallas-Ft. Worth MSA. Based upon our pricing recommendations, households earning over \$100,000 per year will be the likely buyers at the Subject Property. The number of households in income segments above \$100,000 per year are expected to grow by 76% to 105% from 2024 to 2029 in the CMA.



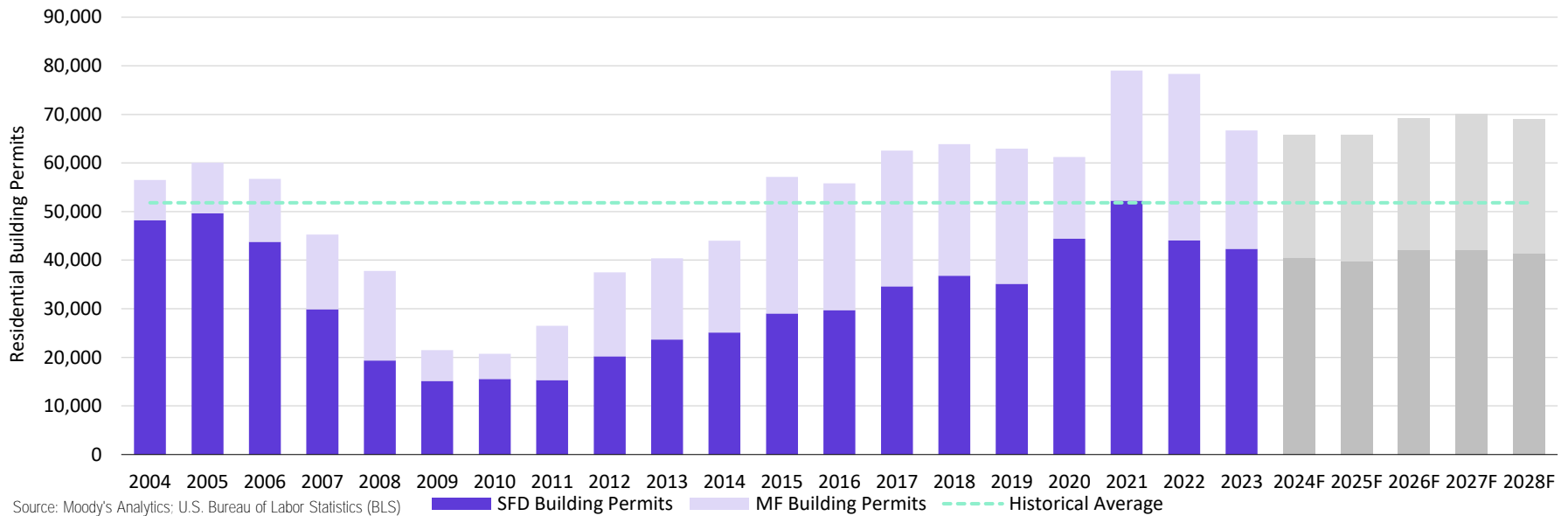
Housing Market Analysis



Building Permits

Housing Market Analysis

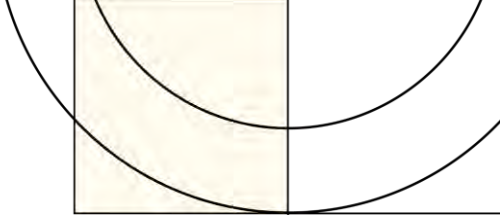
Moody's projects that building activity will remain well above historical averages from 2024 through 2028. Single-family permit issuance is projected to average approximately 41,200 permits per year, compared to an average of 33,000 permits per year from 2003 to 2023. Including multifamily permits, the Dallas-Ft Worth MSA is projected to permit approximately 68,000 housing units per year from 2024 through 2028.



Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast															
Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Total Building Permits	43,994	57,146	55,800	62,524	63,893	62,955	61,222	78,997	78,325	66,716	65,828	65,825	69,274	70,011	68,977
Annual % Change	9.0%	29.9%	-2.4%	12.1%	2.2%	-1.5%	-2.8%	29.0%	-0.9%	-14.8%	-1.3%	0.0%	5.2%	1.1%	-1.5%
SFD Building Permits	25,126	29,038	29,703	34,604	36,832	35,160	44,415	52,224	44,076	42,343	40,553	39,803	42,188	42,082	41,345
Annual % Change	6.3%	15.6%	2.3%	16.5%	6.4%	-4.5%	26.3%	17.6%	-15.6%	-3.9%	-4.2%	-1.8%	6.0%	-0.3%	-1.8%
MF Building Permits	18,868	28,108	26,097	27,920	27,061	27,795	16,807	26,773	34,249	24,373	25,275	26,022	27,086	27,929	27,632
Annual % Change	12.9%	49.0%	-7.2%	7.0%	-3.1%	2.7%	-39.5%	59.3%	27.9%	-28.8%	3.7%	3.0%	4.1%	3.1%	-1.1%

New Housing Summary

Housing Market Analysis



There are 3,499 vacant lots in the CMA as of 2Q24 and an additional 9,383 lots known to be under development. Many of the lots under development are in a relatively late stage of development and will likely be delivered in the next six months (including many at the Subject itself). Given that this exceeds the pace of annual starts (2,430), the supply of VDL could increase over the near-term in the CMA.

2Q24 Activity Attached and Detached	Annual		Lot Delivery	New Housing Inventory				Vacant Developed Lots	Survey Stakes	Future Lots - Capital Improvement				Total	Future Lots Vacant Land
	Starts	Closings		Finished/ Vacant	Under Construction	Models	Total			Equipment Onsite	Excavation	Street Paving	Streets Installed		
Dallas-Fort Worth MSA	44,950	45,153	51,533	7,749	20,290	1,062	29,101	82,476	5	9,960	26,778	30,256	876	67,875	334,403
CMA	2,430	2,581	3,328	139	1,066	53	1,258	3,499	0	114	4,055	4,846	368	9,383	21,368
As a % of Dallas-Fort Worth MSA	5.4%	5.7%	6.5%	1.8%	5.3%	5.0%	4.3%	4.2%	0.0%	1.1%	15.1%	16.0%	0.0%	13.8%	6.4%
		PAST		PRESENT				NEAR/MID-TERM				POTENTIAL FUTURE			

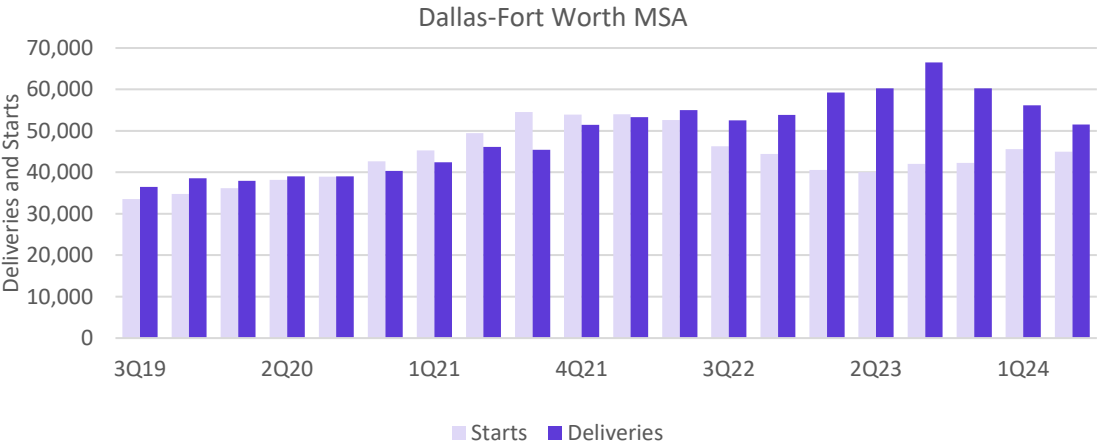
DEFINITIONS

- Annual Starts:** The number of homes started during the last four quarters. A “start” occurs w hen a slab or foundation is initiated.
- Annual Closings:** The # of homes closed during the last four quarters. A “closing” occurs w hen a home is moved into and occupied. Zonda tracks move-ins, as they are a better indicator of demand than deed deliveries.
- Models:** Must be fully finished, furnished and decorated.
- Finished Vacant:** Construction is complete, the site is clean, but there is no evidence of occupancy.
- Vacant Developed Lots:** Also referred to as “VDL” and “Finished Lots”; a lot on a recorded plat w ith streets and utilities in place, ready for construction of a new home.
- Future Lots:** Lots that are platted, but not yet developed.

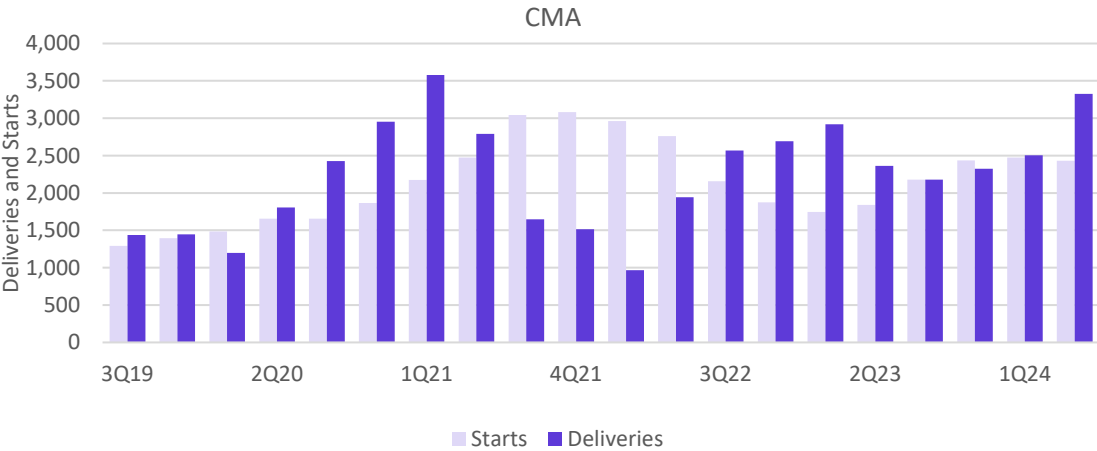
Annual Lot Deliveries

Housing Market Analysis

The pace of annual lot deliveries has outpaced annual starts in the Dallas-Ft. Worth MSA in every quarter since 2Q22. Through 2Q24, annual lot deliveries exceeded starts by 6,583 in the MSA. In the CMA, deliveries exceeded starts by 898 lots from 3Q23 through 2Q24.



Source: Zonda



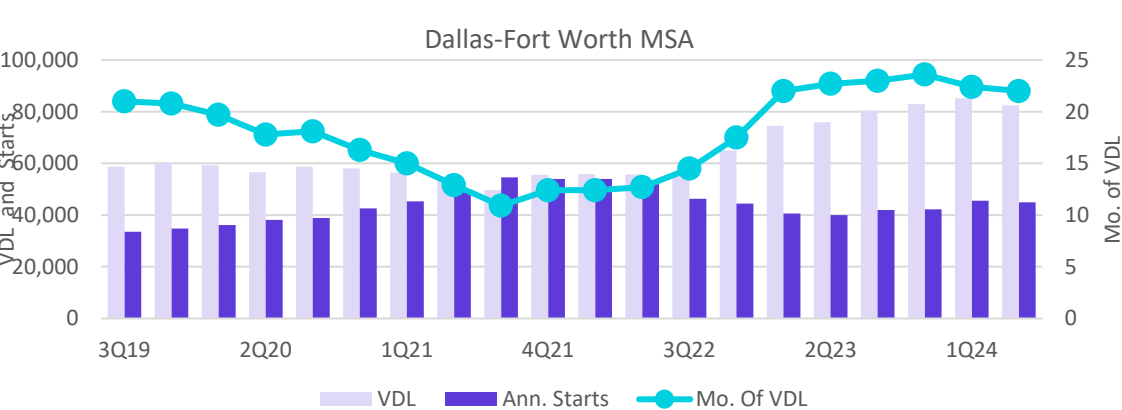
Source: Zonda

Quarter/ Year	Dallas-Fort Worth MSA			CMA		
	Ann. Lot Deliveries	Ann. Starts	Deliv. to Starts	Ann. Lot Deliveries	Ann. Starts	Deliv. to Starts
4Q20	40,380	42,639	(2,259)	2,953	1,867	1,086
1Q21	42,432	45,273	(2,841)	3,577	2,175	1,402
2Q21	46,168	49,428	(3,260)	2,792	2,472	320
3Q21	45,468	54,552	(9,084)	1,649	3,043	(1,394)
4Q21	51,469	53,947	(2,478)	1,515	3,082	(1,567)
1Q22	53,348	53,976	(628)	968	2,963	(1,995)
2Q22	54,981	52,599	2,382	1,941	2,762	(821)
3Q22	52,580	46,254	6,326	2,567	2,159	408
4Q22	53,853	44,455	9,398	2,692	1,873	819
1Q23	59,226	40,582	18,644	2,920	1,745	1,175
2Q23	60,239	40,052	20,187	2,361	1,838	523
3Q23	66,497	42,006	24,491	2,179	2,177	2
4Q23	60,257	42,237	18,020	2,322	2,436	(114)
1Q24	56,204	45,568	10,636	2,504	2,472	32
2Q24	51,533	44,950	6,583	3,328	2,430	898

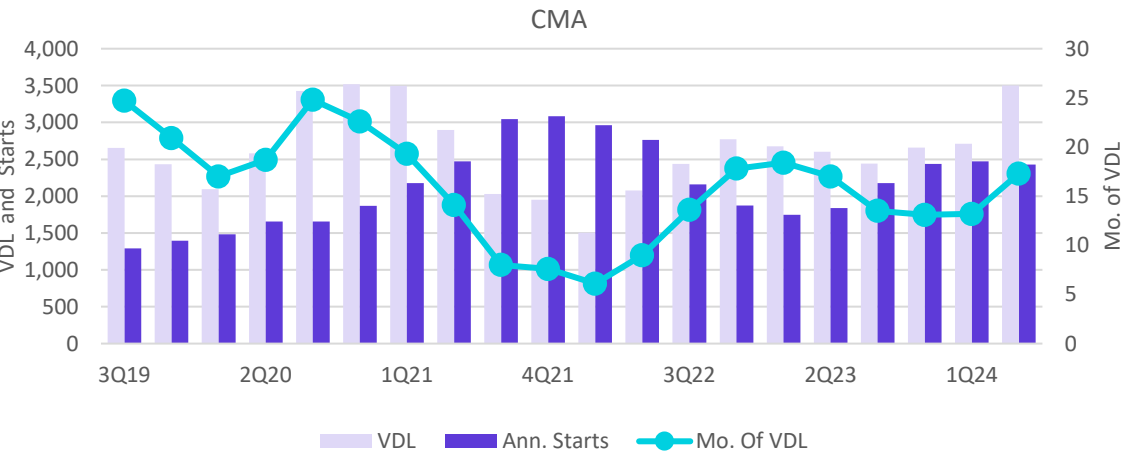
Vacant Developed Lots

Housing Market Analysis

Despite the increase in the absolute number of vacant developed lots in the MSA over the last year, growth in the annual pace of starts has kept the months supply of VDL within a balanced range (20-24 months) since 1Q23. As of 2Q24 it stands at 22.0 months in the MSA. In contrast, the CMA has been undersupplied (less than 20 months supply of VDL) in every quarter since 1Q21. That said, with over 9,000 lots currently under development (well over the current pace of starts), the months supply of VDL will likely increase over the next year.



Source: Zonda

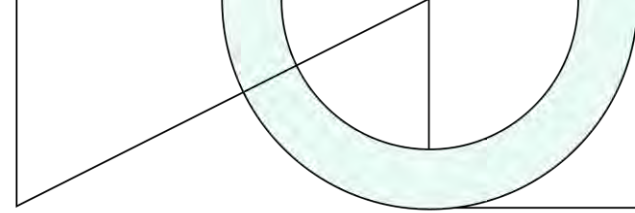


Source: Zonda

Quarter/ Year	Dallas-Fort Worth MSA			CMA		
	VDL	Ann. Starts	Mo. Of VDL	VDL	Ann. Starts	Mo. Of VDL
4Q20	58,062	42,639	16.3	3,520	1,867	22.6
1Q21	56,504	45,273	15.0	3,497	2,175	19.3
2Q21	53,324	49,428	12.9	2,899	2,472	14.1
3Q21	49,676	54,552	10.9	2,031	3,043	8.0
4Q21	55,584	53,947	12.4	1,953	3,082	7.6
1Q22	55,876	53,976	12.4	1,502	2,963	6.1
2Q22	55,706	52,599	12.7	2,078	2,762	9.0
3Q22	56,002	46,254	14.5	2,439	2,159	13.6
4Q22	64,982	44,455	17.5	2,772	1,873	17.8
1Q23	74,520	40,582	22.0	2,677	1,745	18.4
2Q23	75,893	40,052	22.7	2,601	1,838	17.0
3Q23	80,493	42,006	23.0	2,441	2,177	13.5
4Q23	83,002	42,237	23.6	2,658	2,436	13.1
1Q24	85,156	45,568	22.4	2,709	2,472	13.2
2Q24	82,476	44,950	22.0	3,499	2,430	17.3

New Home Starts & Closings by Base Price Range

Housing Market Analysis



Move-up and luxury buyers are the most common segments in the CMA. Roughly 37% of annual starts in the CMA are priced from \$400,000 to \$599,000 while another 33% are priced over \$600,000. Our recommended base prices for the Subject Property (\$357,000 to \$537,000) target core price segments in the CMA and the arguably underserved entry-level segment of homes (priced from \$350,000 to \$400,000).

Price Range Distribution of Starts and Vacant Developed Lots (VDLs)

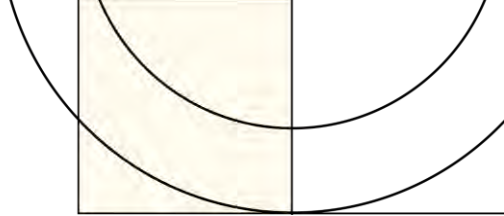
Quarter and Year	\$0 to \$249,000	\$250,000 to \$299,000	\$300,000 to \$349,000	\$350,000 to \$399,000	\$400,000 to \$499,000	\$500,000 to \$599,000	\$600,000 to \$699,000	\$700,000 And Over	Total
---------------------	---------------------	---------------------------	---------------------------	---------------------------	---------------------------	---------------------------	---------------------------	-----------------------	-------

ATTACHED/DETACHED PRODUCT - DALLAS-FORT WORTH MSA

VDL - Mo. Of Supply	20.5	13.3	19.4	21.1	23.5	25.2	20.5	22.1	21.5
STARTS - 2Q24	801	3,143	6,586	7,919	11,129	6,177	3,988	4,621	44,364
% Distribution	1.8%	7.1%	14.8%	17.9%	25.1%	13.9%	9.0%	10.4%	100.0%
VDL - 2Q24	1,369	3,485	10,662	13,906	21,776	12,995	6,829	8,500	79,522
% Distribution	1.7%	4.4%	13.4%	17.5%	27.4%	16.3%	8.6%	10.7%	100.0%

ATTACHED/DETACHED PRODUCT - CMA

VDL - Mo. Of Supply	-	0.4	19.9	25.7	9.4	25.9	13.7	10.4	16.9
STARTS - 2Q24	0	30	350	343	461	416	418	385	2,403
% Distribution	0.0%	1.2%	14.6%	14.3%	19.2%	17.3%	17.4%	16.0%	100.0%
VDL - 2Q24	0	1	579	736	360	899	477	335	3,387
% Distribution	0.0%	0.0%	17.1%	21.7%	10.6%	26.5%	14.1%	9.9%	100.0%



New Home Starts & Closings by Lot Width Range

Housing Market Analysis

50’ and 60’ wide lots account for the bulk of new home starts in the CMA. Together, these lot size segments made up 81% of starts in the CMA from 3Q23 through 2Q24. Both segments have less than 20 months of VDL supply and are therefore slightly undersupplied. While only accounting for 10% to 13% of new home starts in the CMA and the MSA, activity on 40’ to 49’ wide lots is increasing across the market as an offset to higher home prices and affordability concerns.

Lot Size Range Distribution of Starts and Vacant Developed Lots (VDLs)

Quarter and Year	Under 40'	40' to 44'	45' to 49'	50' to 59'	60' to 69'	70' to 79'	80' to 89'	Over 90'	Total
	Wide	Wide	Wide	Wide	Wide	Wide	Wide	Wide	

ATTACHED/DETACHED PRODUCT - DALLAS-FORT WORTH MSA

VDL - Mo. Of Supply	30.5	16.6	15.7	15.6	17.8	17.9	35.0	52.2	19.9
STARTS - 2Q24	3,332	5,545	1,415	20,053	7,817	2,571	751	2,643	44,127
% Distribution	7.6%	12.6%	3.2%	45.4%	17.7%	5.8%	1.7%	6.0%	100.0%
VDL - 2Q24	8,473	7,671	1,848	26,072	11,606	3,833	2,191	11,494	73,188
% Distribution	11.6%	10.5%	2.5%	35.6%	15.9%	5.2%	3.0%	15.7%	100.0%

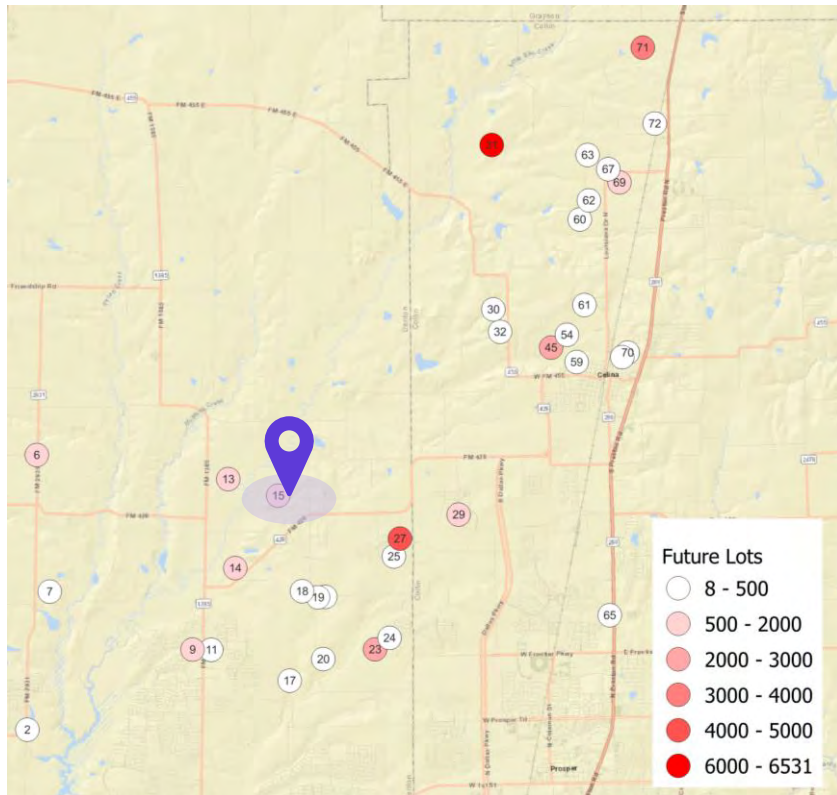
ATTACHED/DETACHED PRODUCT - CMA

VDL - Mo. Of Supply	60.0	39.0	0.5	11.4	7.0	7.7	60.0	42.0	13.3
STARTS - 2Q24	29	248	78	1,311	642	109	5	2	2,424
% Distribution	1.2%	10.2%	3.2%	54.1%	26.5%	4.5%	0.2%	0.1%	100.0%
VDL - 2Q24	145	805	3	1,250	377	70	25	7	2,682
% Distribution	5.4%	30.0%	0.1%	46.6%	14.1%	2.6%	0.9%	0.3%	100.0%

Location of CMA Future Lot Supply

Housing Market Analysis

A total of 30,751 undeveloped lots received either preliminary or final approval in the CMA. Of this total, 9,383 lots (30.5% of total lots) are showing some physical signs of development activity (stakes, equipment, excavation, paving, streets, etc.). The lots under development will likely be delivered over the next three to four quarters. Note that the majority (57%) of the lots under development are in the Legacy Hills development.



Map Key	Community	Developer	Lots Under Development	"Paper" Lots	Total Future Lots
31	Legacy Hills (Celina)	Centurion American Development, Dynavest	5,358	1,173	6,531
27	Green Meadows (Celina)	Tomlin Investments	458	4,501	4,959
71	Razor Ranch	NA	0	3,800	3,800
45	UpTown Celina / The Ranch at Uptown	Rockhill Capital & Investments	240	2,040	2,280
23	Mosaic	NA	414	1,730	2,144
15	Creekview Meadows (Pilot Point)	Centurion American Development	0	1,475	1,475
29	Cambridge Crossing (Celina)	Cambridge Company, Inc	100	1,121	1,221
13	Mobberly Farms	Centurion American Development	455	391	846
69	Hubbard Tract	NA	0	764	764
9	Sandbrook Ranch	Highland Homes	388	350	738
14	Edgewood Creek	NA	285	282	567
6	Saratoga (Aubrey)	Ladd Holdings	0	554	554
62	North Sky Celina	Corson Cramer Development	0	461	461
11	Sutton Fields (Celina)	Centurion American Development	245	208	453
18	Green Meadows Townhomes (Celina)	Tomlin Investments	0	450	450
70	Northside at Rollertown	Rockhill Capital & Investments	286	159	445
30	Uptown Celina / La Terra	Point Land & Development	367	0	367
7	Ribbonwood	Clayton Boyd Industries	0	362	362
17	Lily Estates (Celina)	NA	316	0	316
24	Mosaic Townhomes	NA	23	277	300
63	Huddleston	NA	0	212	212
21	West Celina 86	Avex Properties Texas Inc.	0	208	208
60	North Sky TH (Ariana Tract)	Corson Cramer Development	0	200	200
20	Teel Lakes	Centurion American Development	0	200	200
54	Uptown Celina/ Townhomes	Rockhill Capital & Investments	200	0	200
19	West Celina 86 Townhomes	Avex Properties Texas Inc.	0	102	102
2	Woodstone (Providence Village)	M/I Homes	101	0	101
65	Sky Ridge (Celina)	NA	91	0	91
32	Legacy Townhomes (Celina)	NA	0	90	90
25	Estates on Legacy (Celina)	NA	0	74	74
68	Northside at Rollertown Duplexes	Ryan Griffin	56	0	56
59	Celina Duplex Addition	NA	0	48	48
1	Strittmatter Villas Addition	NA	0	16	16
72	Preston 450	NA	0	10	10
67	North Preston Lakes Estates	NA	0	8	8
			9,383	21,368	30,751

Most Active Subdivisions

Housing Market Analysis

The top selling new communities in the Dallas-Ft. Worth MSA started between 286 and 736 homes from 3Q23 through 2Q24. Most communities offer product across multiple builders, lot sizes, and price points. The projected peak annual absorption of the Subject Property (264 sales per year) would rank it just outside the top 25 communities in the MSA in terms of starts.

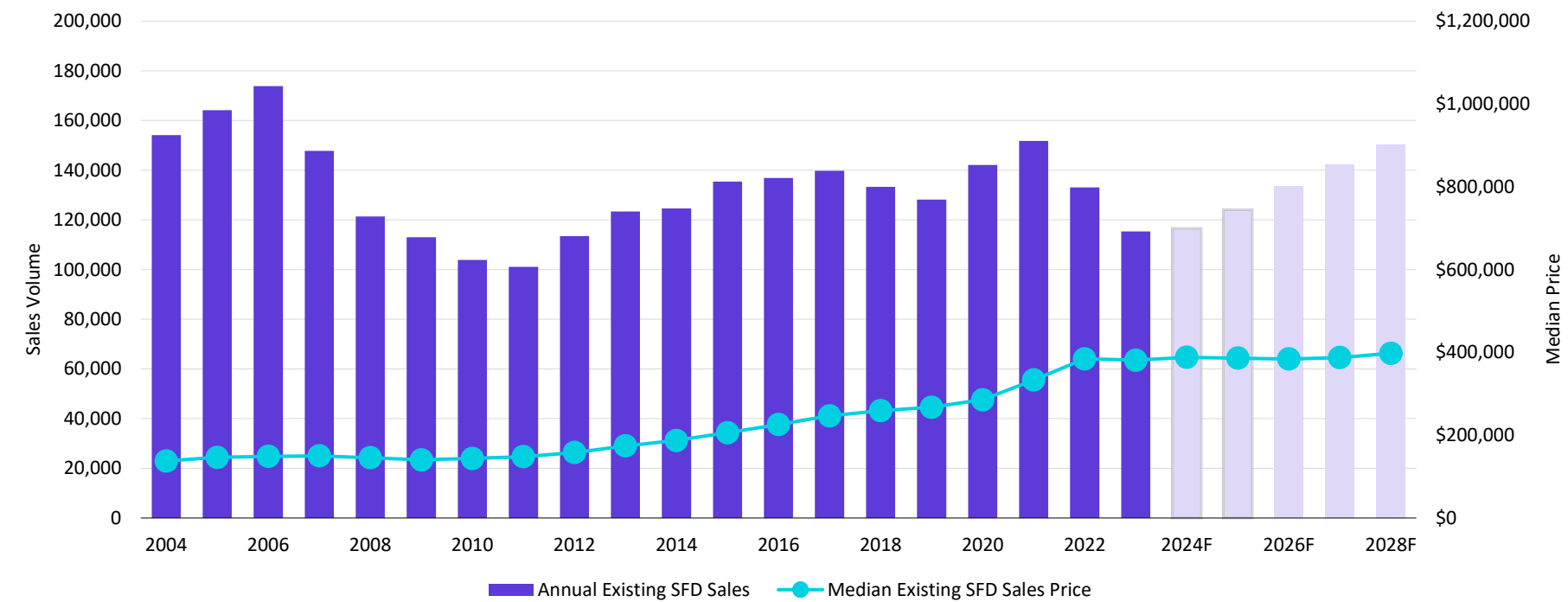
Subdivision Absorption Ranking (Top 25) Dallas - Ft. Worth Market Summary							
Starts Rank	Subdivision / Community* Name	Housing Type	Active Builders	Price Range (in thousands)	Annual Starts	Annual Closings	Market Area
1	Silverado*	Single Family	1	\$306-\$485	736	858	Dal/Northeast
2	Painted Tree*	Mixed	10	\$300-\$990	676	407	Dal/Northeast
3	Bridgewater (Collin Co)*	Single Family	1	\$234-\$480	590	464	Dal/Northeast
4	Elevon*	Single Family	7	\$294-\$548	486	363	Dal/Outer East
5	Lakehaven (Farmersville)	Single Family	2	\$250-\$474	423	191	Dal/Northeast
6	Sutton Fields*	Single Family	5	\$260-\$770	416	300	Dal/Northeast
7	Honey Creek*	Single Family	1	\$278-\$643	413	471	Dal/Northeast
8	Harvest*	Mixed	9	\$341-\$1,436	396	346	Dal/Northwest
9	Devonshire*	Mixed	11	\$289-\$698	385	279	Dal/Outer East
10	Tillage Farms*	Single Family	1	\$189-\$300	384	323	Dal/Northeast
11	Windsong Ranch*	Mixed	13	\$400-\$2,468	383	472	Dal/Northeast
12	Madero*	Single Family	3	\$283-\$640	379	216	Dal/Outer Northwest
13	Spiritas Ranch*	Single Family	7	\$350-\$705	361	100	Dal/Northeast
14	Solterra*	Mixed	13	\$300-\$663	334	98	Dal/East
15	Eastridge*	Single Family	2	\$311-\$600	333	396	Dal/Northeast
16	Eastland	Single Family	1	\$209-\$400	327	136	Dal/Outer East
17	Trinity Falls*	Mixed	6	\$300-\$1,081	324	321	Dal/Northeast
18	Gateway Parks*	Single Family	9	\$288-\$600	309	323	Dal/Outer East
19	Anacapi*	Single Family	1	\$389-\$639	304	122	Dal/Northeast
20	Sandbrock Ranch*	Single Family	4	\$412-\$902	302	313	Dal/Northeast
21	Whitewing Trails*	Single Family	4	\$285-\$600	298	242	Dal/Northeast
22	Pecan Square*	Mixed	7	\$300-\$1,026	296	338	Dal/Outer Northwest
23	Walden Pond*	Single Family	4	\$240-\$500	293	119	Dal/Outer East
24	Union Park*	Single Family	4	\$280-\$745	290	377	Dal/Northeast
25	Mustang Lakes*	Single Family	11	\$375-\$2,082	286	330	Dal/Northeast
Totals					9,724	7,905	

Source: Zonda

Existing Home Prices

Housing Market Analysis

Moody's is currently projecting a slight decline in the median price of an existing home in the Dallas-Fort Worth metro area over the next three years. In 2027, they expect the median price of an existing home to be \$387,354, a 0.2% decrease from 2024. However, they expect the median price to increase by 2.7% in 2028 to \$397,880. Sales of existing homes are projected to rise steadily through 2028.



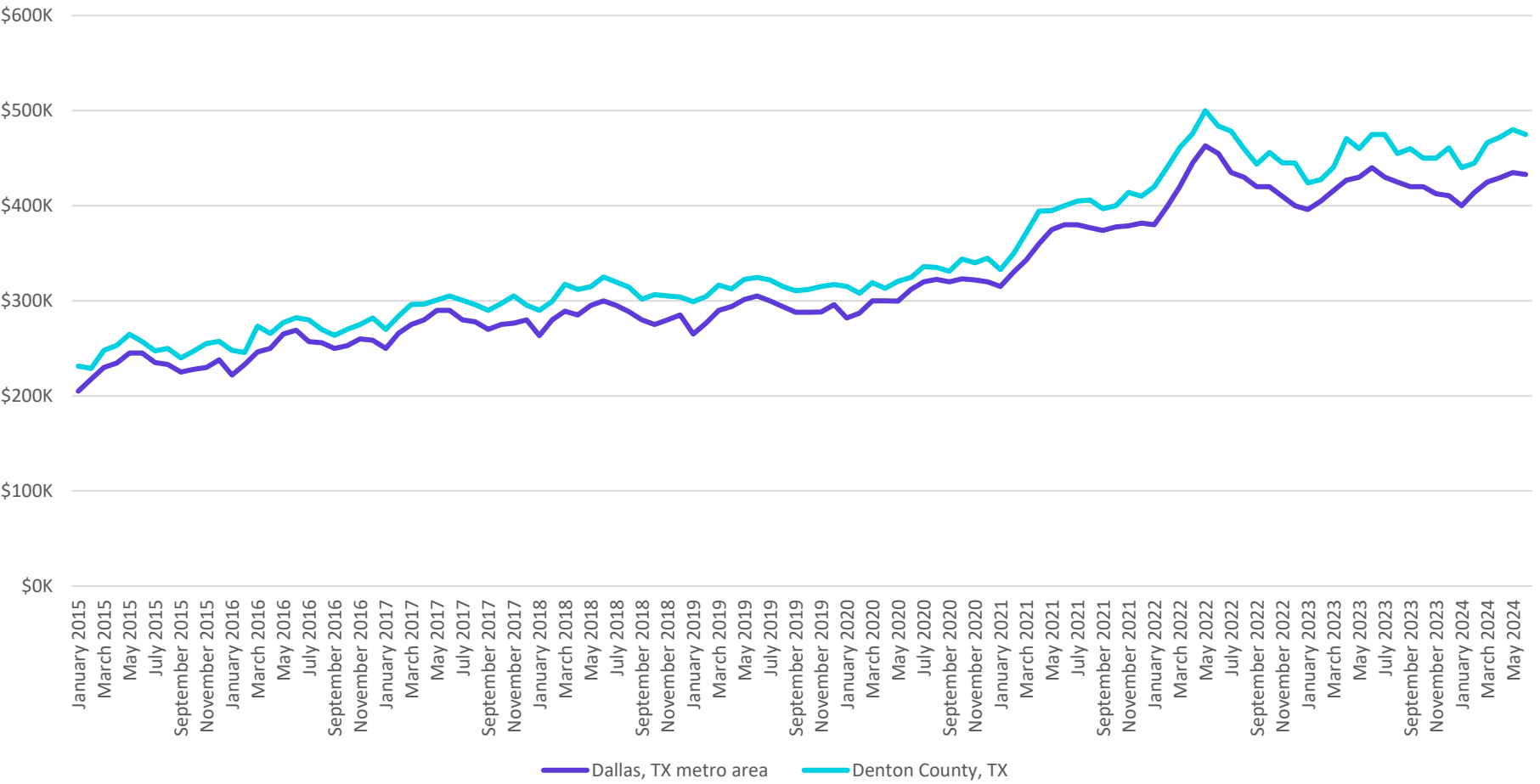
Source: National Association of Realtors (NAR); Zonda Price Forecast; Moody's Analytics Sales Forecast

Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast															
Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Annual Existing SFD Sales	124,550	135,387	136,855	139,797	133,330	128,203	142,047	151,763	133,025	115,315	116,591	124,032	133,550	142,180	150,126
Annual % Change	1.0%	8.7%	1.1%	2.1%	-4.6%	-3.8%	10.8%	6.8%	-12.3%	-13.3%	1.1%	6.4%	7.7%	6.5%	5.6%
Median Existing SFD Sales Price	\$187,341	\$205,941	\$225,834	\$246,688	\$259,014	\$267,349	\$285,567	\$333,442	\$384,528	\$381,074	\$388,103	\$386,026	\$384,195	\$387,354	\$397,880
Annual % Change	7.5%	9.9%	9.7%	9.2%	5.0%	3.2%	6.8%	16.8%	15.3%	-0.9%	1.8%	-0.5%	-0.5%	0.8%	2.7%

Monthly Existing Home Prices

Housing Market Analysis

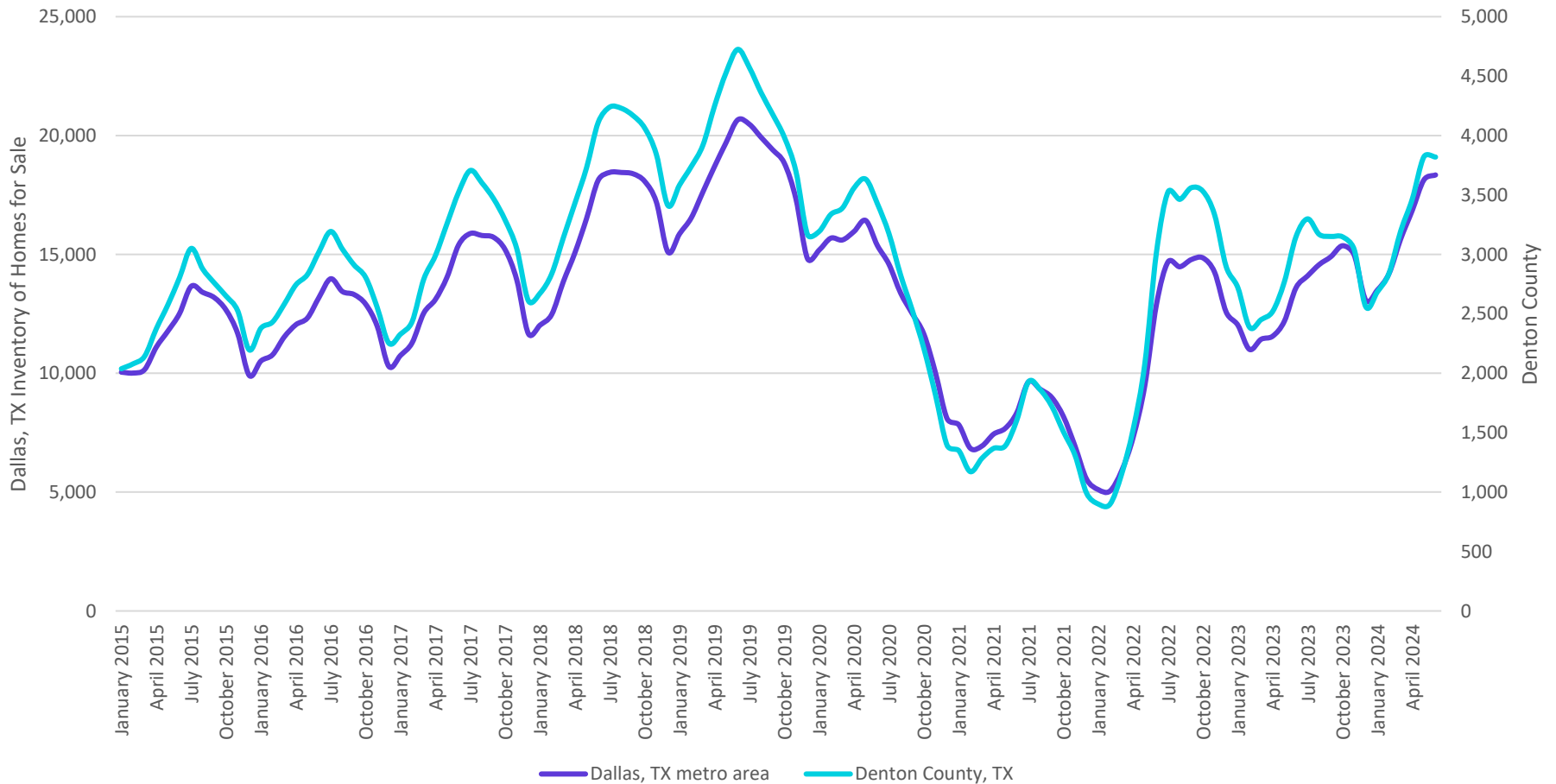
Data from Redfin appears to indicate that home prices have stabilized in the Dallas metro area and in Denton County. While prices trended downward from approximately June 2023 to January 2024, they have recovered. As of June 2024, the median sale price in Denton County was \$475,000, up 7.9% from January 2024 and unchanged YOY.



Inventory of Homes for Sale

Housing Market Analysis

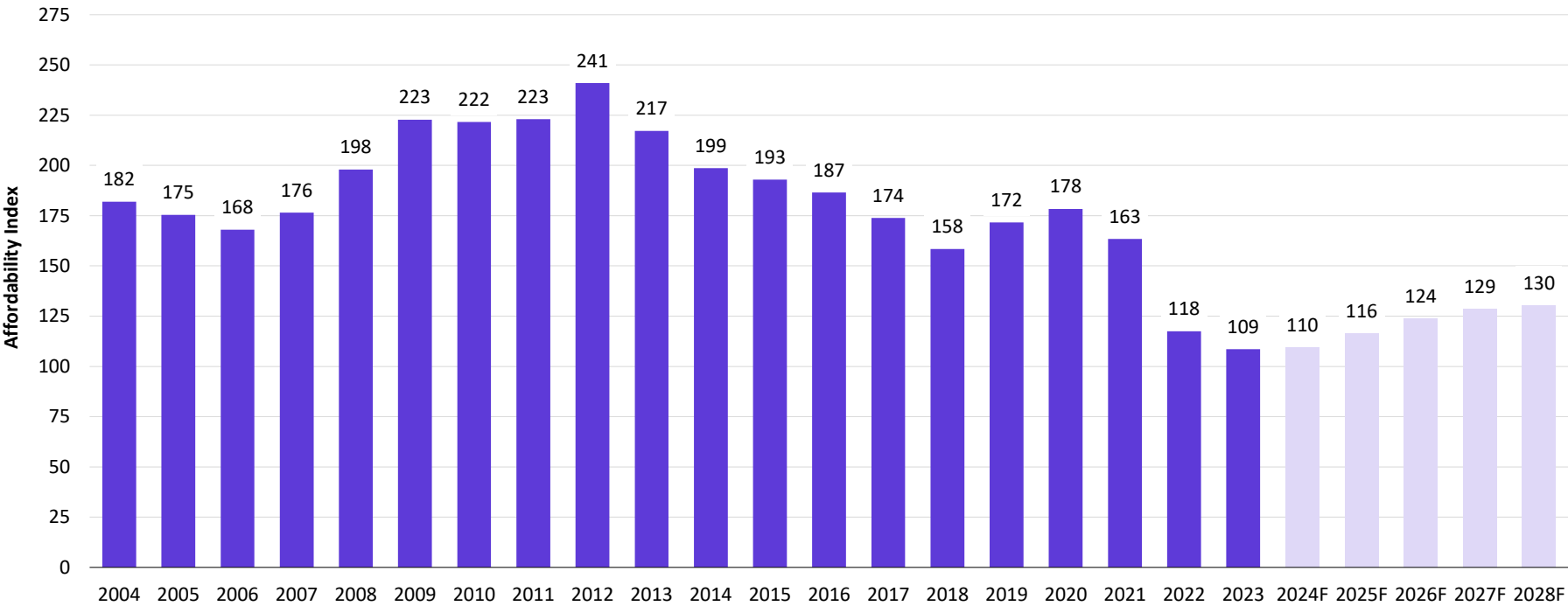
The inventory of homes for sale and listed on the MLS has risen sharply over the last six months and now stands at its highest levels in nearly five years. However, each listing is currently selling in an average of 37 days in the Dallas metro area and 33 days in Denton County. Both numbers are down significantly from January 2024, when the average number of days on the market for each listing stood at 54 days in the MSA and 60 days in Denton County.



Affordability

Housing Market Analysis

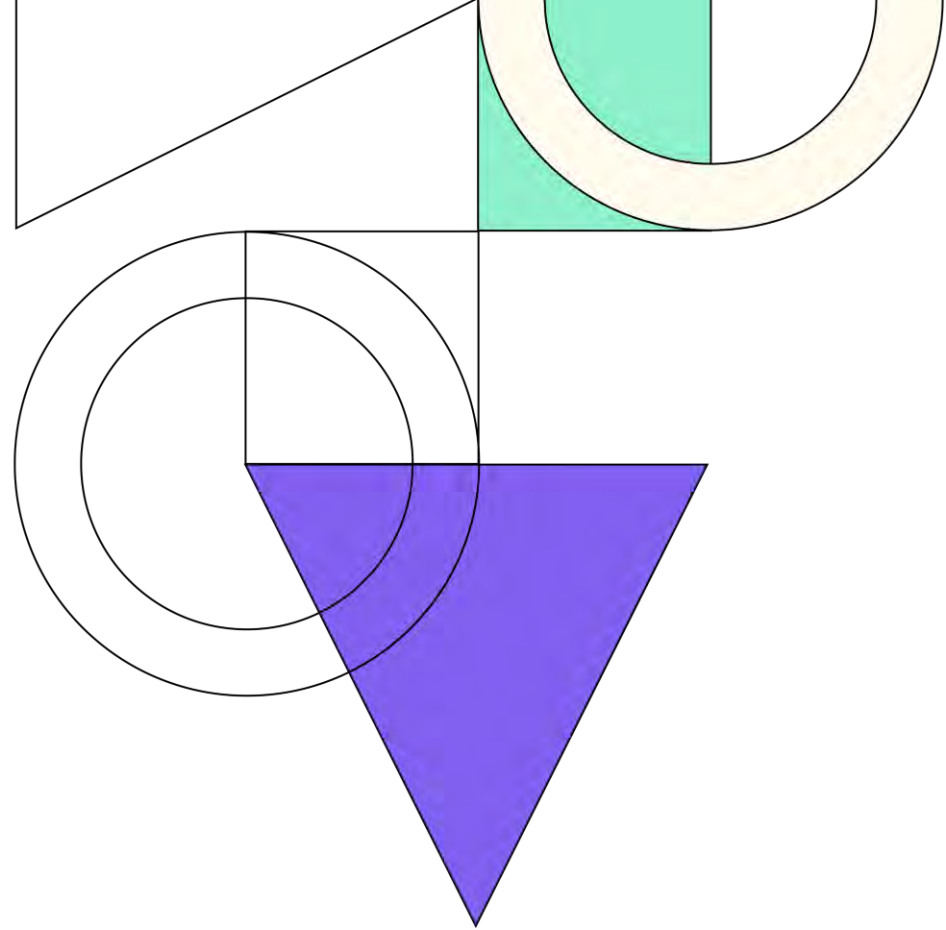
Rapidly rising home prices during and after the pandemic coupled with mortgage rate increases in 2022 have reduced housing affordability to record lows in the Dallas-Ft. Worth MSA. Moody’s estimates that in 2024, a household with the median income has 110% of the necessary income to purchase the median-priced home in the MSA. That is down from 163% in 2021. However, with the Fed’s rate cycle hike likely past at its peak, interest rates could continue to decline, improving affordability.



Source: Moody's Analytics; National Association of Realtors (NAR)

Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

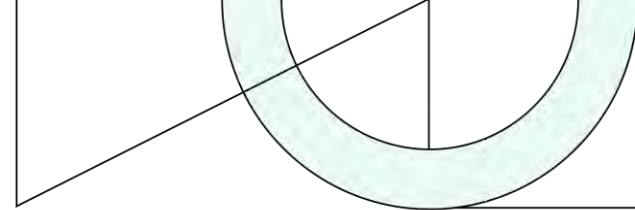
Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Affordability Index	198.6	193.0	186.6	173.9	158.5	171.6	178.4	163.5	117.5	108.5	109.5	116.4	123.6	128.6	130.4



Appendix

Recommended Subject Property Detail

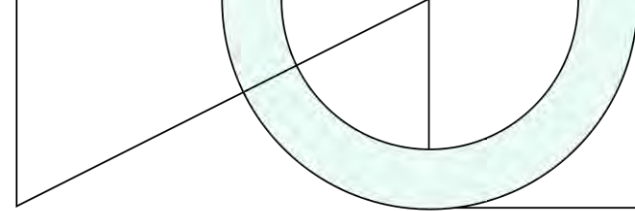
Appendix



Subject Property Product Details		Size					Mo. Sales Pace	— Incentives —			— Typical Spending —			Estimated	Est.	— Pymt Impacting —			80.0%	30.0%
		Mix	(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income		
A ASHTON WOODS 40' ASHTON WOODS CREEKVIEW MEADOWS DENTON COUNTY																				
Product:	Single Family	56	1,534	3/2	1	2	3.8	\$356,800	\$7,100	\$0	\$25,000	\$3,600	\$378,300	\$247	\$71	2.1%	0.8%	\$2,996	\$119,860	
Configuration:	Detached	56	1,589	3/2	1	2		\$360,500	\$7,200	\$0	\$25,200	\$3,600	\$382,100	\$240	\$71	2.1%	0.8%	\$3,026	\$121,035	
Lot Dimension:	40'	56	2,069	4/2	2	2		\$392,800	\$7,900	\$0	\$27,500	\$3,900	\$416,300	\$201	\$71	2.1%	0.8%	\$3,290	\$131,614	
Total Units:	388	56	2,191	3/2.5	2	2		\$401,100	\$8,000	\$0	\$28,100	\$4,000	\$425,200	\$194	\$71	2.1%	0.8%	\$3,359	\$134,367	
		56	2,282	4/2.5	2	2		\$407,200	\$8,100	\$0	\$28,500	\$4,100	\$431,700	\$189	\$71	2.1%	0.8%	\$3,409	\$136,378	
		56	2,546	5/4	2	2		\$425,000	\$8,500	\$0	\$29,800	\$4,300	\$450,600	\$177	\$71	2.1%	0.8%	\$3,556	\$142,224	
		56	2,780	5/4	2	2		\$440,800	\$8,800	\$0	\$30,900	\$4,400	\$467,300	\$168	\$71	2.1%	0.8%	\$3,685	\$147,390	
		388	2,142				3.8	\$397,743	\$7,943	\$0	\$27,857	\$3,986	\$421,643	\$197	\$71	2.1%	0.8%	\$3,332	\$133,267	
B BLOOMFIELD 50' BLOOMFIELD CREEKVIEW MEADOWS DENTON COUNTY																				
Product:	Single Family	4	1,840	3/2	1	2	3.3	\$437,990	\$8,800	\$0	\$48,200	\$4,400	\$481,790	\$262	\$71	2.1%	0.6%	\$3,728	\$149,137	
Configuration:	Detached	5	2,038	4/2	1	2		\$446,990	\$8,900	\$0	\$49,200	\$4,500	\$491,790	\$241	\$71	2.1%	0.6%	\$3,799	\$151,966	
Lot Dimension:	50'	5	2,098	4/2	1	2		\$455,990	\$9,100	\$0	\$50,200	\$4,600	\$501,690	\$239	\$71	2.1%	0.6%	\$3,869	\$154,766	
Total Units:	40	5	2,454	4/3	2	2		\$477,990	\$9,600	\$0	\$52,600	\$4,800	\$525,790	\$214	\$71	2.1%	0.6%	\$4,040	\$161,584	
		5	2,591	3/2	2	2		\$504,990	\$10,100	\$0	\$55,500	\$5,000	\$555,390	\$214	\$71	2.1%	0.5%	\$4,249	\$169,958	
		5	2,628	4/3	2	2		\$514,990	\$10,300	\$0	\$56,600	\$5,100	\$566,390	\$216	\$71	2.1%	0.5%	\$4,327	\$173,070	
		5	2,820	4/2	2	2		\$505,990	\$10,100	\$0	\$55,700	\$5,100	\$556,690	\$197	\$71	2.1%	0.5%	\$4,258	\$170,326	
		5	2,838	4/3	2	2		\$524,990	\$10,500	\$0	\$57,700	\$5,200	\$577,390	\$203	\$71	2.1%	0.5%	\$4,405	\$176,182	
		5	3,026	4/2	2	2		\$513,990	\$10,300	\$0	\$56,500	\$5,100	\$565,290	\$187	\$71	2.1%	0.5%	\$4,319	\$172,759	
		5	3,261	5/3	2	2		\$533,990	\$10,700	\$0	\$58,700	\$5,300	\$587,290	\$180	\$71	2.1%	0.5%	\$4,475	\$178,982	
		40	2,574				3.3	\$492,888	\$9,861	\$0	\$54,210	\$4,920	\$542,157	\$211	\$71	2.1%	0.6%	\$4,155	\$166,215	
C PACESETTER 50' PACESETTER CREEKVIEW MEADOWS DENTON COUNTY																				
Product:	Single Family	36	1,827	3/2	1	2	3.5	\$389,900	\$7,800	\$0	\$27,300	\$3,900	\$413,300	\$226	\$71	2.1%	0.7%	\$3,244	\$129,761	
Configuration:	Detached	36	1,869	3/2	1	2		\$393,900	\$7,900	\$0	\$27,600	\$3,900	\$417,500	\$223	\$71	2.1%	0.7%	\$3,274	\$130,949	
Lot Dimension:	50'	36	1,949	3/2	1	2		\$405,900	\$8,100	\$0	\$28,400	\$4,100	\$430,300	\$221	\$71	2.1%	0.7%	\$3,364	\$134,570	
Total Units:	354	36	2,080	3/2	1	2		\$407,900	\$8,200	\$0	\$28,600	\$4,100	\$432,400	\$208	\$71	2.1%	0.7%	\$3,379	\$135,165	
		36	2,125	3/2	1	2		\$410,900	\$8,200	\$0	\$28,800	\$4,100	\$435,600	\$205	\$71	2.1%	0.7%	\$3,402	\$136,070	
		36	2,265	3/2	1	2		\$422,900	\$8,500	\$0	\$29,600	\$4,200	\$448,200	\$198	\$71	2.1%	0.7%	\$3,491	\$139,634	
		36	2,388	4/3	1	2		\$425,900	\$8,500	\$0	\$29,800	\$4,300	\$451,500	\$189	\$71	2.1%	0.7%	\$3,514	\$140,568	
		36	2,816	4/2	2	2		\$450,900	\$9,000	\$0	\$31,600	\$4,500	\$478,000	\$170	\$71	2.1%	0.6%	\$3,702	\$148,065	
		36	3,029	4/2	1	2		\$469,900	\$9,400	\$0	\$32,900	\$4,700	\$498,100	\$164	\$71	2.1%	0.6%	\$3,844	\$153,751	
		36	3,096	4/3	2	2		\$485,900	\$9,700	\$0	\$34,000	\$4,900	\$515,100	\$166	\$71	2.1%	0.6%	\$3,964	\$158,560	
		354	2,344				3.5	\$426,400	\$8,530	\$0	\$29,860	\$4,270	\$452,000	\$193	\$71	2.1%	0.7%	\$3,518	\$140,709	

Recommended Subject Property Detail

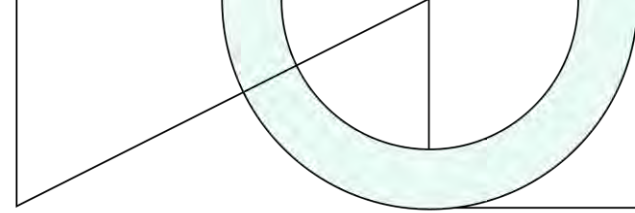
Appendix



Subject Property		Size					Mo. Sales	— Incentives —			— Typical Spending —		Estimated	Est.	— Pymt Impacting —			80.0%	30.0%
Product Details		Mix	(SF)	Bd/Ba	Level	Pkg	Pace	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
D PULTE 50' PULTE CREEKVIEW MEADOWS DENTON COUNTY																			
Product:	Single Family	89	1,790	3/2	1	2	3.3	\$407,990	\$8,200	\$0	\$40,800	\$4,100	\$444,690	\$248	\$71	2.1%	0.7%	\$3,466	\$138,641
Configuration:	Detached	89	1,898	3/2	1	2		\$450,990	\$9,000	\$0	\$45,100	\$4,500	\$491,590	\$259	\$71	2.1%	0.6%	\$3,798	\$151,909
Lot Dimension:	50'	89	1,944	4/3	2	2		\$420,990	\$8,400	\$0	\$42,100	\$4,200	\$458,890	\$236	\$71	2.1%	0.7%	\$3,566	\$142,659
Total Units:	708	89	2,165	3/2	2	2		\$453,990	\$9,100	\$0	\$45,400	\$4,500	\$494,790	\$229	\$71	2.1%	0.6%	\$3,820	\$152,815
		89	2,595	4/2	2	2		\$452,990	\$9,100	\$0	\$45,300	\$4,500	\$493,690	\$190	\$71	2.1%	0.6%	\$3,813	\$152,503
		89	2,792	4/2.5	2	2		\$505,990	\$10,100	\$0	\$50,600	\$5,100	\$551,590	\$198	\$71	2.1%	0.5%	\$4,222	\$168,883
		89	3,122	4/2.5	2	2		\$523,990	\$10,500	\$0	\$52,400	\$5,200	\$571,090	\$183	\$71	2.1%	0.5%	\$4,360	\$174,400
		89	3,284	4/2.5	2	2		\$536,990	\$10,700	\$0	\$53,700	\$5,400	\$585,390	\$178	\$71	2.1%	0.5%	\$4,461	\$178,445
708		2,449				3.3	\$469,240	\$9,388	\$0	\$46,925	\$4,688	\$511,465	\$209	\$71	2.1%	0.6%	\$3,938	\$157,532	
E STONEHOLLOW 50' STONEHOLLOW CREEKVIEW MEADOWS DENTON COUNTY																			
Product:	Single Family	35	1,861	3/2	1	2	3.3	\$413,800	\$8,300	\$0	\$41,400	\$4,100	\$451,000	\$242	\$71	2.1%	0.7%	\$3,511	\$140,426
Configuration:	Detached	35	1,866	4/2	1	2		\$414,100	\$8,300	\$0	\$41,400	\$4,100	\$451,300	\$242	\$71	2.1%	0.7%	\$3,513	\$140,511
Lot Dimension:	50'	35	2,058	4/2	1	2		\$427,100	\$8,500	\$0	\$42,700	\$4,300	\$465,600	\$226	\$71	2.1%	0.6%	\$3,614	\$144,557
Total Units:	313	35	2,366	3/2	2	2		\$447,900	\$9,000	\$0	\$44,800	\$4,500	\$488,200	\$206	\$71	2.1%	0.6%	\$3,774	\$150,950
		35	2,499	3/2	1	2		\$456,800	\$9,100	\$0	\$45,700	\$4,600	\$498,000	\$199	\$71	2.1%	0.6%	\$3,843	\$153,723
		35	2,582	4/3	2	2		\$462,400	\$9,200	\$0	\$46,200	\$4,600	\$504,000	\$195	\$71	2.1%	0.6%	\$3,885	\$155,420
		35	2,617	5/3	2	2		\$464,800	\$9,300	\$0	\$46,500	\$4,600	\$506,600	\$194	\$71	2.1%	0.6%	\$3,904	\$156,156
		35	3,006	4/3	2	2		\$491,000	\$9,800	\$0	\$49,100	\$4,900	\$535,200	\$178	\$71	2.1%	0.6%	\$4,106	\$164,246
		35	3,481	4/2	2	2		\$523,000	\$10,500	\$0	\$52,300	\$5,200	\$570,000	\$164	\$71	2.1%	0.5%	\$4,352	\$174,091
		313	2,482				3.3	\$455,656	\$9,111	\$0	\$45,567	\$4,544	\$496,656	\$200	\$71	2.1%	0.6%	\$3,834	\$153,342
E FUTURE TBD TBD CREEKVIEW MEADOWS DENTON COUNTY																			
Product:	Single Family	109	1,800	3/2	1	2	3.3	\$410,200	\$8,200	\$0	\$32,800	\$4,100	\$438,900	\$244	\$71	2.1%	0.7%	\$3,425	\$137,003
Configuration:	Detached	109	2,050	3/2	2	2		\$428,800	\$8,600	\$0	\$34,300	\$4,300	\$458,800	\$224	\$71	2.1%	0.7%	\$3,566	\$142,633
Lot Dimension:	50'	109	2,300	4/2.5	2	2		\$447,300	\$8,900	\$0	\$35,800	\$4,500	\$478,700	\$208	\$71	2.1%	0.6%	\$3,707	\$148,263
Total Units:	651	109	2,550	4/3	2	2		\$465,800	\$9,300	\$0	\$37,300	\$4,700	\$498,500	\$195	\$71	2.1%	0.6%	\$3,847	\$153,864
		109	2,800	4/3	2	2		\$484,400	\$9,700	\$0	\$38,800	\$4,800	\$518,300	\$185	\$71	2.1%	0.6%	\$3,987	\$159,465
		109	3,050	4/3.5	2	2		\$502,900	\$10,100	\$0	\$40,200	\$5,000	\$538,000	\$176	\$71	2.1%	0.6%	\$4,126	\$165,038
651		2,425				3.3	\$456,567	\$9,133	\$0	\$36,533	\$4,567	\$488,533	\$201	\$71	2.1%	0.6%	\$3,776	\$151,045	

Competitive Supply Detail (CMA)

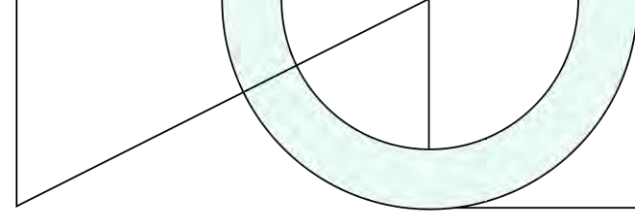
Appendix



Project Project Detail	Size				— Incentives —			— Typical Spending —			Estimated	Est.	Closing \$/ Incentive	— Pymt Impacting —			80.0%	35.0%	
	(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Mo. HOA		Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income		
1	Green Meadows/50 CastleRock Communities				Green Meadows	Celina	Detached - 6,000 OR 50			Expected Sell-Out By 01/26 at 2.26 per mo.									
Contracts / Sales Pace / SPL3M: 99 / 2.3 / 0.3	1,801	3/2	1	2	\$481,990	\$9,640	\$0	\$48,199	\$4,820	\$525,369	\$292	-\$9,640	\$148	2.4%	0.0%	\$3,995	\$159,799		
Annual Starts / L12M Start Rate: 15 / 1.3	2,009	4/2	1	2	\$489,990	\$9,800	\$0	\$48,999	\$4,900	\$534,089	\$266	-\$9,800	\$148	2.4%	0.0%	\$4,059	\$162,353		
Annual Closings / L12M Closing Rate: 22 / 1.8	2,009	3/2	1	2	\$489,990	\$9,800	\$0	\$48,999	\$4,900	\$534,089	\$266	-\$9,800	\$148	2.4%	0.0%	\$4,059	\$162,353		
Total Units / Occupancy / Occ. Rate: 140 / 89	2,264	3/2	1	2	\$509,990	\$10,200	\$0	\$50,999	\$5,100	\$555,889	\$246	-\$10,200	\$148	2.4%	0.0%	\$4,218	\$168,738		
	2,575	4/3	2	2	\$544,990	\$10,900	\$0	\$54,499	\$5,450	\$594,039	\$231	-\$10,900	\$148	2.4%	0.0%	\$4,498	\$179,912		
	2,697	4/3	2	2	\$559,990	\$11,200	\$0	\$55,999	\$5,600	\$610,389	\$226	-\$11,200	\$148	2.4%	0.0%	\$4,618	\$184,701		
	2,809	4/2.5	2	3	\$569,990	\$11,400	\$0	\$56,999	\$5,700	\$621,289	\$221	-\$11,400	\$148	2.4%	0.0%	\$4,697	\$187,894		
	2,959	4/2.5	2	2	\$579,990	\$11,600	\$0	\$57,999	\$5,800	\$632,189	\$214	-\$11,600	\$148	2.4%	0.0%	\$4,777	\$191,086		
	3,313	4/3.5	2	2	\$589,990	\$11,800	\$0	\$58,999	\$5,900	\$643,089	\$194	-\$11,800	\$148	2.4%	0.0%	\$4,857	\$194,279		
	3,542	5/4	2	2	\$614,990	\$12,300	\$0	\$61,499	\$6,150	\$670,339	\$189	-\$12,300	\$148	2.4%	0.0%	\$5,057	\$202,260		
	2,598				\$543,190	\$10,864	\$0	\$54,319	\$5,432	\$592,077	\$234	-\$10,864	\$148	2.4%	0.0%	\$4,483	\$179,337		
2	Green Meadows/50 Brightland Homes				Green Meadows	Celina	Detached - 6,000 OR 50			Expected Sell-Out By 08/33 at 0.87 per mo.									
Total Units/Remaining: 99 / 94	2,020	3/2	1	2	\$481,990	\$0	\$30,000	\$53,019	\$4,820	\$509,829	\$252	-\$10,000	\$148	2.4%	0.0%	\$3,894	\$155,757		
Contracts: 5	2,170	4/3	2	2	\$491,990	\$0	\$30,000	\$54,119	\$4,920	\$521,029	\$240	-\$10,000	\$148	2.4%	0.0%	\$3,976	\$159,049		
Sales Pace Overall: 0.9	2,210	4/3	1	2	\$496,990	\$0	\$30,000	\$54,669	\$4,970	\$526,629	\$238	-\$10,000	\$148	2.4%	0.0%	\$4,017	\$160,695		
Sales Pace L3M: 0.3	2,470	4/3	2	2	\$516,990	\$0	\$30,000	\$56,869	\$5,170	\$549,029	\$222	-\$10,000	\$148	2.4%	0.0%	\$4,182	\$167,278		
	2,640	3/2.5	2	2	\$531,990	\$0	\$30,000	\$58,519	\$5,320	\$565,829	\$214	-\$10,000	\$148	2.4%	0.0%	\$4,305	\$172,215		
	3,050	4/2.5	2	2	\$549,990	\$0	\$30,000	\$60,499	\$5,500	\$585,989	\$192	-\$10,000	\$148	2.4%	0.0%	\$4,454	\$178,140		
	2,427				\$511,657	\$0	\$30,000	\$56,282	\$5,117	\$543,055	\$227	-\$10,000	\$148	2.4%	0.0%	\$4,138	\$165,522		

Competitive Supply Detail (CMA)

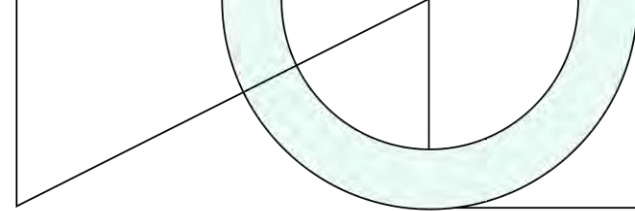
Appendix



					— Incentives —			— Typical Spending —			Estimated	Est.		— Pymt Impacting —			80.0%	35.0%
Project	Size				Base	Price	Options/	Options /	Lot	Closing	Closing			Mo.	Base	Addl	7.0%	Qualifying
Project Detail	(SF)	Bd/Ba	Level	Pkg	Price	Reduction	Upgrades	Upgrades	Premiums	Price	\$/SF	Closing \$/Incentive		HOA	Tax	Taxes	Mo.Pmt.	Income
3 Mobberly Farms/40 M/I Homes Mobberly Farms Pilot Point Detached - 4,360 OR 40 Expected Sell-Out By 02/25 at 3.45 per mo.																		
Contracts / Sales Pace / SPL3M: 89 / 3.5 / 2.0	1,349	3/2	1	2	\$284,990	\$0	\$30,000	\$22,799	\$2,850	\$280,639	\$208	-\$12,500	\$42	2.1%	1.1%	\$2,293	\$91,739	
Annual Starts / L12M Start Rate: 73 / 6.1	1,510	3/2	1	2	\$296,990	\$0	\$30,000	\$23,759	\$2,970	\$293,719	\$195	-\$12,500	\$42	2.1%	1.1%	\$2,386	\$95,439	
Annual Closings / L12M Closing Rate: 84 / 7.0	1,571	3/2	1	2	\$298,990	\$0	\$30,000	\$23,919	\$2,990	\$295,899	\$188	-\$12,500	\$42	2.1%	1.1%	\$2,401	\$96,056	
Total Units / Occupancy / Occ. Rate: 110 / 89	1,666	3/2	1	2	\$312,990	\$0	\$30,000	\$25,039	\$3,130	\$311,159	\$187	-\$12,500	\$42	2.1%	1.0%	\$2,509	\$100,373	
	1,699	3/2	1	2	\$305,990	\$0	\$30,000	\$24,479	\$3,060	\$303,529	\$179	-\$12,500	\$42	2.1%	1.1%	\$2,455	\$98,214	
	1,756	4/2	1	2	\$309,990	\$0	\$30,000	\$24,799	\$3,100	\$307,889	\$175	-\$12,500	\$42	2.1%	1.0%	\$2,486	\$99,448	
	1,845	3/2	1	2	\$322,990	\$0	\$30,000	\$25,839	\$3,230	\$322,059	\$175	-\$12,500	\$42	2.1%	1.0%	\$2,586	\$103,456	
	2,130	4/2	1	2	\$342,990	\$0	\$30,000	\$27,439	\$3,430	\$343,859	\$161	-\$12,500	\$42	2.1%	0.9%	\$2,741	\$109,623	
	2,284	4/2	1	2	\$352,990	\$0	\$30,000	\$28,239	\$3,530	\$354,759	\$155	-\$12,500	\$42	2.1%	0.9%	\$2,818	\$112,707	
	2,421	4/2	2	2	\$357,990	\$0	\$30,000	\$28,639	\$3,580	\$360,209	\$149	-\$12,500	\$42	2.1%	0.9%	\$2,856	\$114,249	
	1,823				\$318,690	\$0	\$30,000	🟢 \$25,495	\$3,187	\$317,372	\$177	-\$12,500	\$42	2.1%	1.0%	\$2,553	\$102,130	
4 Mobberly Farms/40 Centex Homes Mobberly Farms Pilot Point Detached - 4,400 OR 40 Expected Sell-Out By 10/24 at 4.05 per mo.																		
Contracts / Sales Pace / SPL3M: 100 / 4.1 / 0.	1,429	3/2	1	2	\$317,990	\$0	\$0	\$0	\$3,180	\$321,170	\$225	-\$10,000	\$42	2.1%	1.0%	\$2,580	\$103,205	
Annual Starts / L12M Start Rate: 47 / 3.9	1,515	3/2	1	2	\$303,990	\$0	\$0	\$0	\$3,040	\$307,030	\$203	-\$10,000	\$42	2.1%	1.0%	\$2,480	\$99,204	
Annual Closings / L12M Closing Rate: 97 / 8.1	1,619	4/2	2	2	\$311,990	\$0	\$0	\$0	\$3,120	\$315,110	\$195	-\$10,000	\$42	2.1%	1.0%	\$2,537	\$101,490	
Total Units / Occupancy / Occ. Rate: 110 / 97	2,032	4/3	2	2	\$339,990	\$0	\$0	\$0	\$3,400	\$343,390	\$169	-\$10,000	\$42	2.1%	0.9%	\$2,737	\$109,491	
	2,044	3/2	2	2	\$336,990	\$0	\$0	\$0	\$3,370	\$340,360	\$167	-\$10,000	\$42	2.1%	0.9%	\$2,716	\$108,633	
	2,395	4/3	2	2	\$359,990	\$0	\$0	\$0	\$3,600	\$363,590	\$152	-\$10,000	\$42	2.1%	0.9%	\$2,880	\$115,205	
	1,839				\$328,490	\$0	\$0	🟢 \$0	\$3,285	\$331,775	\$185	-\$10,000	\$42	2.1%	1.0%	\$2,655	\$106,205	

Competitive Supply Detail (CMA)

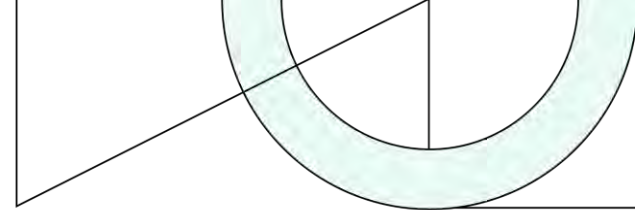
Appendix



Project		Size				— Incentives —			— Typical Spending —		Estimated	Est.		— Pymt Impacting —			80.0%	35.0%
Project Detail		Size (SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
5	Mobberly Farms/Cottage/40 Lennar Mobberly Farms Pilot Point Detached - 4,400 OR 40 Expected Sell-Out By 10/29 at 4.90 per mo.																	
Contracts / Sales Pace / SPL3M: 113 / 4.9 / 0.		1,311	3/2	1	2	\$268,499	\$0	\$0	\$0	\$2,685	\$271,184	\$207	-\$10,000	\$67	2.1%	1.2%	\$2,251	\$90,051
Annual Starts / L12M Start Rate: 14 / 1.2		1,461	3/2	1	2	\$279,499	\$0	\$0	\$0	\$2,795	\$282,294	\$193	-\$10,000	\$67	2.1%	1.1%	\$2,330	\$93,194
Annual Closings / L12M Closing Rate: 64 / 5.3		1,491	3/2	1	2	\$283,999	\$0	\$0	\$0	\$2,840	\$286,839	\$192	-\$10,000	\$67	2.1%	1.1%	\$2,362	\$94,479
Total Units / Occupancy / Occ. Rate: 419 / 11%		1,522	3/2	1	2	\$312,499	\$0	\$0	\$0	\$3,125	\$315,624	\$207	-\$10,000	\$67	2.1%	1.0%	\$2,566	\$102,622
		1,653	4/2	1	2	\$295,999	\$0	\$0	\$0	\$2,960	\$298,959	\$181	-\$10,000	\$67	2.1%	1.1%	\$2,448	\$97,908
		1,756	4/2	2	2	\$296,999	\$0	\$0	\$0	\$2,970	\$299,969	\$171	-\$10,000	\$67	2.1%	1.1%	\$2,455	\$98,194
		1,532				\$289,582	\$0	\$0	\$0	\$2,896	\$292,478	\$192	-\$10,000	\$67	2.1%	1.1%	\$2,402	\$96,075
6	Mobberly Farms/50 M/I Homes Mobberly Farms Pilot Point Detached - 5,500 OR 50 Expected Sell-Out By 06/27 at 1.98 per mo.																	
Contracts / Sales Pace / SPL3M: 51 / 2.0 / 2.0		1,600	3/2	1	2	\$323,990	\$0	\$30,000	\$25,919	\$3,240	\$323,149	\$202	-\$12,500	\$42	2.1%	1.0%	\$2,594	\$103,765
Annual Starts / L12M Start Rate: 73 / 6.1		1,763	3/2	1	2	\$333,990	\$0	\$30,000	\$26,719	\$3,340	\$334,049	\$189	-\$12,500	\$42	2.1%	1.0%	\$2,671	\$106,848
Annual Closings / L12M Closing Rate: 84 / 7.0		1,898	3/2	1	2	\$339,990	\$0	\$30,000	\$27,199	\$3,400	\$340,589	\$179	-\$12,500	\$42	2.1%	0.9%	\$2,717	\$108,698
Total Units / Occupancy / Occ. Rate: 120 / 18%		2,010	3/2	1	2	\$347,990	\$0	\$30,000	\$27,839	\$3,480	\$349,309	\$174	-\$12,500	\$42	2.1%	0.9%	\$2,779	\$111,165
		2,106	4/2	1	2	\$371,990	\$0	\$30,000	\$29,759	\$3,720	\$375,469	\$178	-\$12,500	\$42	2.1%	0.9%	\$2,964	\$118,566
		2,411	3/2	1	2	\$389,990	\$0	\$30,000	\$31,199	\$3,900	\$395,089	\$164	-\$12,500	\$42	2.1%	0.8%	\$3,103	\$124,116
		2,680	3/3	2	2	\$389,990	\$0	\$30,000	\$31,199	\$3,900	\$395,089	\$147	-\$12,500	\$42	2.1%	0.8%	\$3,103	\$124,116
		2,682	4/2	2	2	\$399,990	\$0	\$30,000	\$31,999	\$4,000	\$405,989	\$151	-\$12,500	\$42	2.1%	0.8%	\$3,180	\$127,200
		2,869	4/2	2	2	\$413,990	\$0	\$30,000	\$33,119	\$4,140	\$421,249	\$147	-\$12,500	\$42	2.1%	0.8%	\$3,288	\$131,517
		2,224				\$367,990	\$0	\$30,000	\$29,439	\$3,680	\$371,109	\$170	-\$12,500	\$42	2.1%	0.9%	\$2,933	\$117,332
7	Mobberly Farms/Watermill/50 Lennar Mobberly Farms Pilot Point Detached - 5,500 OR 50 Expected Sell-Out By 12/36 at 2.44 per mo.																	
Contracts / Sales Pace / SPL3M: 56 / 2.4 / 0.3		1,522	3/2	1	2	\$312,499	\$0	\$0	\$0	\$3,125	\$315,624	\$207	-\$10,000	\$67	2.1%	1.0%	\$2,566	\$102,622
Annual Starts / L12M Start Rate: 4 / 0.3		1,720	4/2	1	2	\$327,499	\$0	\$0	\$0	\$3,275	\$330,774	\$192	-\$10,000	\$67	2.1%	1.0%	\$2,673	\$106,908
Annual Closings / L12M Closing Rate: 18 / 1.5		1,847	4/2	1	2	\$334,499	\$0	\$0	\$0	\$3,345	\$337,844	\$183	-\$10,000	\$67	2.1%	0.9%	\$2,723	\$108,908
Total Units / Occupancy / Occ. Rate: 418 / 52%		1,696				\$324,832	\$0	\$0	\$0	\$3,248	\$328,081	\$194	-\$10,000	\$67	2.1%	1.0%	\$2,654	\$106,146

Competitive Supply Detail (CMA)

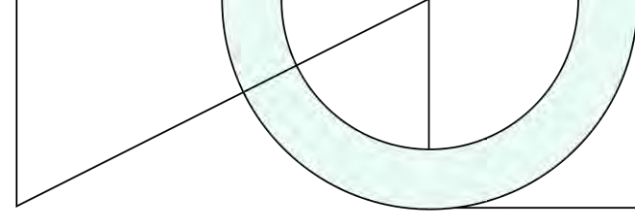
Appendix



Project Project Detail	Size				Base Price		— Incentives —		— Typical Spending —		Estimated Closing Price	Est. Closing \$/SF	Closing \$/ Incentive	— Pymt Impacting —			80.0%	35.0%
	(SF)	Bd/Ba	Level	Pkg	Price	Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums					Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
8 Mobberly Farms/50 Centex Homes Mobberly Farms Pilot Point Detached - 5,500 OR 50 Expected Sell-Out By 09/26 at 2.19 per mo.																		
Contracts / Sales Pace / SPL3M: 54 / 2.2 / 0.0	1,429	3/2	1	2	\$315,000	\$0	\$0	\$0	\$3,150		\$318,150	\$223	-\$10,000	\$42	2.1%	1.0%	\$2,559	\$102,350
Annual Starts / L12M Start Rate: 0 / 0.0	1,619	4/2	2	2	\$311,990	\$0	\$0	\$0	\$3,120		\$315,110	\$195	-\$10,000	\$42	2.1%	1.0%	\$2,537	\$101,490
Annual Closings / L12M Closing Rate: 54 / 4.5	1,622	3/2	1	2	\$332,990	\$0	\$0	\$0	\$3,330		\$336,320	\$207	-\$10,000	\$42	2.1%	1.0%	\$2,687	\$107,490
Total Units / Occupancy / Occ. Rate: 110 / 54	1,721	3/2	1	2	\$343,990	\$0	\$0	\$0	\$3,440		\$347,430	\$202	-\$10,000	\$42	2.1%	0.9%	\$2,766	\$110,633
	1,941	4/3	1	2	\$349,990	\$0	\$0	\$0	\$3,500		\$353,490	\$182	-\$10,000	\$42	2.1%	0.9%	\$2,809	\$112,348
	1,988	3/2	1	2	\$353,990	\$0	\$0	\$0	\$3,540		\$357,530	\$180	-\$10,000	\$42	2.1%	0.9%	\$2,837	\$113,491
	2,032	4/3	2	2	\$339,990	\$0	\$0	\$0	\$3,400		\$343,390	\$169	-\$10,000	\$42	2.1%	0.9%	\$2,737	\$109,491
	2,118	4/3	2	2	\$350,000	\$0	\$0	\$0	\$3,500		\$353,500	\$167	-\$10,000	\$42	2.1%	0.9%	\$2,809	\$112,351
	2,358	4/3	2	2	\$375,000	\$0	\$0	\$0	\$3,750		\$378,750	\$161	-\$10,000	\$42	2.1%	0.8%	\$2,987	\$119,494
	2,498	4/2	2	2	\$396,990	\$0	\$0	\$0	\$3,970		\$400,960	\$161	-\$10,000	\$42	2.1%	0.8%	\$3,144	\$125,777
	2,666	4/3	2	2	\$385,000	\$0	\$0	\$0	\$3,850		\$388,850	\$146	-\$10,000	\$42	2.1%	0.8%	\$3,059	\$122,351
	2,742	4/2	2	2	\$403,990	\$0	\$0	\$0	\$4,040		\$408,030	\$149	-\$10,000	\$42	2.1%	0.8%	\$3,194	\$127,777
	2,061				\$354,910	\$0	\$0	\$0	\$3,549		\$358,459	\$178	-\$10,000	\$42	2.1%	0.9%	\$2,844	\$113,754
9 Mosaic/40 American Legend Homes Mosaic (TX) Celina Detached - 4,000 OR 40 Expected Sell-Out By 08/27 at 0.96 per mo.																		
Contracts / Sales Pace / SPL3M: 8 / 1.0 / 1.3	1,660	3/2	1	2	\$552,990	\$0	\$0	\$99,538	\$5,530		\$658,058	\$396	-\$3,000	\$148	2.1%	0.5%	\$5,056	\$202,249
Annual Starts / L12M Start Rate: 16 / 1.3	1,815	3/2	1	2	\$557,990	\$0	\$0	\$100,438	\$5,580		\$664,008	\$366	-\$3,000	\$148	2.1%	0.5%	\$5,098	\$203,932
Annual Closings / L12M Closing Rate: 0 / 0.0	2,406	3/3	2	3	\$637,990	\$0	\$0	\$114,838	\$6,380		\$759,208	\$316	-\$3,000	\$148	2.1%	0.4%	\$5,772	\$230,864
Total Units / Occupancy / Occ. Rate: 43 / 0 / 0	2,471	4/3	2	2	\$642,990	\$0	\$0	\$115,738	\$6,430		\$765,158	\$310	-\$3,000	\$148	2.1%	0.4%	\$5,814	\$232,547
	2,720	4/3	2	2	\$652,990	\$0	\$0	\$117,538	\$6,530		\$777,058	\$286	-\$3,000	\$148	2.1%	0.4%	\$5,898	\$235,914
	2,805	4/2	2	2	\$657,990	\$0	\$0	\$118,438	\$6,580		\$783,008	\$279	-\$3,000	\$148	2.1%	0.4%	\$5,940	\$237,597
	2,993	4/3	2	2	\$667,990	\$0	\$0	\$120,238	\$6,680		\$794,908	\$266	-\$3,000	\$148	2.1%	0.4%	\$6,024	\$240,964
	3,059	4/3	2	2	\$677,990	\$0	\$0	\$122,038	\$6,780		\$806,808	\$264	-\$3,000	\$148	2.1%	0.4%	\$6,108	\$244,330
	2,491				\$631,115	\$0	\$0	\$113,601	\$6,311		\$751,027	\$310	-\$3,000	\$148	2.1%	0.4%	\$5,714	\$228,550
10 Mosaic/40 Highland Homes Mosaic (TX) Celina Detached - 5,200 OR 40 Expected Sell-Out By 01/25 at 3.04 per mo.																		
Contracts / Sales Pace / SPL3M: 21 / 3.0 / 1.0	1,604	3/2	1	2	\$550,000	\$15,000	\$0	\$0	\$0		\$535,000	\$334	-\$10,000	\$148	2.1%	0.6%	\$4,186	\$167,436
Annual Starts / L12M Start Rate: 30 / 2.5	2,273	3/2	2	2	\$650,990	\$15,000	\$0	\$0	\$0		\$635,990	\$280	-\$10,000	\$148	2.1%	0.5%	\$4,900	\$196,006
Annual Closings / L12M Closing Rate: 0 / 0.0	2,458	3/2	2	2	\$699,990	\$15,000	\$0	\$0	\$0		\$684,990	\$279	-\$10,000	\$148	2.1%	0.4%	\$5,247	\$209,868
Total Units / Occupancy / Occ. Rate: 43 / 0 / 0	2,513	3/2	2	2	\$691,000	\$15,000	\$0	\$0	\$0		\$676,000	\$269	-\$10,000	\$148	2.1%	0.5%	\$5,183	\$207,325
	2,579	3/2	2	2	\$729,606	\$15,000	\$0	\$0	\$0		\$714,606	\$277	-\$10,000	\$148	2.1%	0.4%	\$5,456	\$218,246
	2,285				\$664,317	\$15,000	\$0	\$0	\$0		\$649,317	\$288	-\$10,000	\$148	2.1%	0.5%	\$4,994	\$199,776

Competitive Supply Detail (CMA)

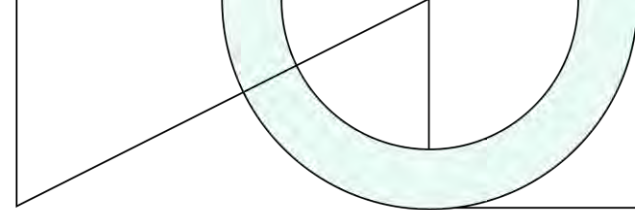
Appendix



Project		Size				— Incentives —			— Typical Spending —		Estimated	Est.	— Pymt Impacting —			80.0%	35.0%	
Project Detail		(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
11	Mosaic/50 American Legend Homes Mosaic (TX) Celina Detached - 6,000 OR 50 Expected Sell-Out By 02/25 at 2.15 per mo.																	
Contracts / Sales Pace / SPL3M: 18 / 2.2 / 0.3		2,165	3/2	1	3	\$697,990	\$0	\$0	\$97,719	\$6,980	\$802,689	\$371	-\$3,000	\$148	2.1%	0.5%	\$6,169	\$246,768
Annual Starts / L12M Start Rate: 26 / 2.2		2,301	3/2	1	2	\$717,990	\$0	\$0	\$100,519	\$7,180	\$825,689	\$359	-\$3,000	\$148	2.1%	0.5%	\$6,332	\$253,275
Annual Closings / L12M Closing Rate: 0 / 0.0		2,427	3/3	1	2	\$722,990	\$0	\$0	\$101,219	\$7,230	\$831,439	\$343	-\$3,000	\$148	2.1%	0.5%	\$6,373	\$254,901
Total Units / Occupancy / Occ. Rate: 33 / 0 / 0		2,477	4/3	1	2	\$727,990	\$0	\$0	\$101,919	\$7,280	\$837,189	\$338	-\$3,000	\$148	2.1%	0.5%	\$6,413	\$256,528
		2,504	4/3	1	2	\$732,990	\$0	\$0	\$102,619	\$7,330	\$842,939	\$337	-\$3,000	\$148	2.1%	0.5%	\$6,454	\$258,155
		2,926	3/2	2	2	\$752,990	\$0	\$0	\$105,419	\$7,530	\$865,939	\$296	-\$3,000	\$148	2.1%	0.5%	\$6,617	\$264,661
		2,934	3/2	2	2	\$762,990	\$0	\$0	\$106,819	\$7,630	\$877,439	\$299	-\$3,000	\$148	2.1%	0.5%	\$6,698	\$267,915
		2,997	3/3	2	3	\$782,990	\$0	\$0	\$109,619	\$7,830	\$900,439	\$300	-\$3,000	\$148	2.1%	0.5%	\$6,861	\$274,421
		3,196	4/4	2	2	\$787,990	\$0	\$0	\$110,319	\$7,880	\$906,189	\$284	-\$3,000	\$148	2.1%	0.5%	\$6,901	\$276,048
		3,225	4/4	2	2	\$792,990	\$0	\$0	\$111,019	\$7,930	\$911,939	\$283	-\$3,000	\$148	2.1%	0.5%	\$6,942	\$277,674
		3,287	4/4	2	2	\$792,990	\$0	\$0	\$111,019	\$7,930	\$911,939	\$277	-\$3,000	\$148	2.1%	0.5%	\$6,942	\$277,674
		3,291	4/4	2	2	\$807,990	\$0	\$0	\$113,119	\$8,080	\$929,189	\$282	-\$3,000	\$148	2.1%	0.4%	\$7,064	\$282,554
		4,097	5/4	2	2	\$852,990	\$0	\$0	\$119,419	\$8,530	\$980,939	\$239	-\$3,000	\$148	2.1%	0.4%	\$7,430	\$297,194
		2,910				\$764,144	\$0	\$0	\$106,980	\$7,641	\$878,765	\$308	-\$3,000	\$148	2.1%	0.5%	\$6,707	\$268,290
12	Mosaic/50 Highland Homes Mosaic (TX) Celina Detached - 6,500 OR 50 Expected Sell-Out By 12/24 at 2.60 per mo.																	
Contracts / Sales Pace / SPL3M: 19 / 2.6 / 2.0		2,311	4/3	1	3	\$723,990	\$15,000	\$0	\$57,919	\$7,240	\$774,149	\$335	-\$10,000	\$148	2.1%	0.5%	\$5,967	\$238,694
Annual Starts / L12M Start Rate: 22 / 1.8		2,312	4/3	1	3	\$750,990	\$15,000	\$0	\$60,079	\$7,510	\$803,579	\$348	-\$10,000	\$148	2.1%	0.5%	\$6,175	\$247,020
Annual Closings / L12M Closing Rate: 0 / 0.0		2,822	4/3	2	3	\$790,990	\$15,000	\$0	\$63,279	\$7,910	\$847,179	\$300	-\$10,000	\$148	2.1%	0.5%	\$6,484	\$259,354
Total Units / Occupancy / Occ. Rate: 33 / 0 / 0		2,822	4/3	2	3	\$808,990	\$15,000	\$0	\$64,719	\$8,090	\$866,799	\$307	-\$10,000	\$148	2.1%	0.5%	\$6,623	\$264,905
		3,032	4/3	2	3	\$806,990	\$15,000	\$0	\$64,559	\$8,070	\$864,619	\$285	-\$10,000	\$148	2.1%	0.5%	\$6,607	\$264,288
		3,169	4/4	2	3	\$859,990	\$15,000	\$0	\$68,799	\$8,600	\$922,389	\$291	-\$10,000	\$148	2.1%	0.4%	\$7,016	\$280,631
		3,232	4/4	2	3	\$859,990	\$15,000	\$0	\$68,799	\$8,600	\$922,389	\$285	-\$10,000	\$148	2.1%	0.4%	\$7,016	\$280,631
		3,290	4/3	2	3	\$826,990	\$15,000	\$0	\$66,159	\$8,270	\$886,419	\$269	-\$10,000	\$148	2.1%	0.5%	\$6,761	\$270,455
		3,395	4/4	2	3	\$862,990	\$15,000	\$0	\$69,039	\$8,630	\$925,659	\$273	-\$10,000	\$148	2.1%	0.4%	\$7,039	\$281,556
		3,421	4/3	2	3	\$827,990	\$15,000	\$0	\$66,239	\$8,280	\$887,509	\$259	-\$10,000	\$148	2.1%	0.5%	\$6,769	\$270,763
		2,981				\$811,990	\$15,000	\$0	\$64,959	\$8,120	\$870,069	\$295	-\$10,000	\$148	2.1%	0.5%	\$6,646	\$265,830

Competitive Supply Detail (CMA)

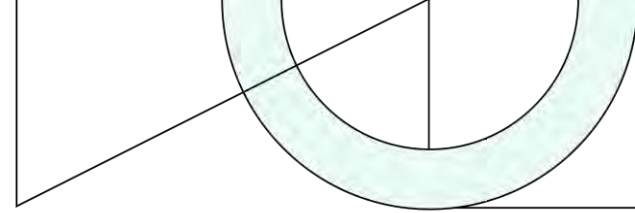
Appendix



Project				Size				Incentives			Typical Spending			Estimated	Est.	Closing \$/ Incentive	Pyrm Impacting			80.0%	35.0%
Project Detail				Size (SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Mo. HOA		Base Tax	Addl Taxes	7.0%	Qualifying	
																			Mo.Pmnt.	Income	
13	Mosaic/50 Perry Homes Mosaic (TX) Celina Detached - 6,500 OR 50 Expected Sell-Out By 05/25 at 2.07 per mo.																				
Contracts / Sales Pace / SPL3M: 12 / 2.1 / 0.3				2,373	4/3	1	2	\$659,900	\$20,000	\$0	\$59,391	\$0	\$699,291	\$295	-\$5,400	\$148	2.1%	0.6%	\$5,438	\$217,517	
Annual Starts / L12M Start Rate: 27 / 2.3				2,443	4/3	1	2	\$674,900	\$20,000	\$0	\$60,741	\$0	\$715,641	\$293	-\$5,400	\$148	2.1%	0.6%	\$5,554	\$222,143	
Annual Closings / L12M Closing Rate: 6 / 0.5				2,504	4/3	1	2	\$667,900	\$20,000	\$0	\$60,111	\$0	\$708,011	\$283	-\$5,400	\$148	2.1%	0.6%	\$5,500	\$219,984	
Total Units / Occupancy / Occ. Rate: 31 / 6 / 1				2,513	4/3	1	2	\$689,900	\$20,000	\$0	\$62,091	\$0	\$731,991	\$291	-\$5,400	\$148	2.1%	0.6%	\$5,669	\$226,768	
				2,545	4/3	1	2	\$674,900	\$20,000	\$0	\$60,741	\$0	\$715,641	\$281	-\$5,400	\$148	2.1%	0.6%	\$5,554	\$222,143	
				2,561	4/3	2	2	\$701,900	\$20,000	\$0	\$63,171	\$0	\$745,071	\$291	-\$5,400	\$148	2.1%	0.6%	\$5,762	\$230,468	
				2,574	4/3	1	2	\$696,900	\$20,000	\$0	\$62,721	\$0	\$739,621	\$287	-\$5,400	\$148	2.1%	0.6%	\$5,723	\$228,926	
				2,599	4/3	2	2	\$723,900	\$20,000	\$0	\$65,151	\$0	\$769,051	\$296	-\$5,400	\$148	2.1%	0.5%	\$5,931	\$237,252	
				2,694	4/3	2	2	\$722,900	\$20,000	\$0	\$65,061	\$0	\$767,961	\$285	-\$5,400	\$148	2.1%	0.5%	\$5,924	\$236,944	
				2,722	4/3	2	2	\$735,900	\$20,000	\$0	\$66,231	\$0	\$782,131	\$287	-\$5,400	\$148	2.1%	0.5%	\$6,024	\$240,952	
				2,942	4/3	2	3	\$758,900	\$20,000	\$0	\$68,301	\$0	\$807,201	\$274	-\$5,400	\$148	2.1%	0.5%	\$6,201	\$248,045	
				2,999	4/3	2	3	\$772,900	\$20,000	\$0	\$69,561	\$0	\$822,461	\$274	-\$5,400	\$148	2.1%	0.5%	\$6,309	\$252,362	
				3,190	4/3	2	3	\$759,900	\$20,000	\$0	\$68,391	\$0	\$808,291	\$253	-\$5,400	\$148	2.1%	0.5%	\$6,209	\$248,353	
				2,666				\$710,823	\$20,000	\$0	\$63,974	\$0	\$754,797	\$284	-\$5,400	\$148	2.1%	0.5%	\$5,830	\$233,220	
14	Sandbrock Ranch/45 Highland Homes Sandbrock Ranch Aubrey Detached - 5,400 OR 45 Expected Sell-Out By 03/25 at 6.24 per mo.																				
Contracts / Sales Pace / SPL3M: 464 / 6.2 / 1.				1,599	3/2	1	2	\$415,990	\$15,000	\$0	\$49,919	\$4,160	\$455,069	\$285	-\$10,000	\$65	2.3%	0.0%	\$3,359	\$134,371	
Annual Starts / L12M Start Rate: 0 / 0.0				1,782	4/2	1	2	\$434,990	\$15,000	\$0	\$52,199	\$4,350	\$476,539	\$267	-\$10,000	\$65	2.3%	0.0%	\$3,515	\$140,588	
Annual Closings / L12M Closing Rate: 61 / 5.1				1,944	4/2	1	2	\$433,990	\$15,000	\$0	\$52,079	\$4,340	\$475,409	\$245	-\$10,000	\$65	2.3%	0.0%	\$3,507	\$140,261	
Total Units / Occupancy / Occ. Rate: 516 / 46%				1,953	3/2	1	2	\$436,990	\$15,000	\$0	\$52,439	\$4,370	\$478,799	\$245	-\$10,000	\$65	2.3%	0.0%	\$3,531	\$141,243	
				2,310	4/3	1	2	\$465,990	\$15,000	\$0	\$55,919	\$4,660	\$511,569	\$221	-\$10,000	\$65	2.3%	0.0%	\$3,768	\$150,732	
				2,327	4/3	1	2	\$467,990	\$15,000	\$0	\$56,159	\$4,680	\$513,829	\$221	-\$10,000	\$65	2.3%	0.0%	\$3,785	\$151,386	
				2,480	3/2	2	2	\$485,990	\$15,000	\$0	\$58,319	\$4,860	\$534,169	\$215	-\$10,000	\$65	2.3%	0.0%	\$3,932	\$157,276	
				2,486	4/3	2	2	\$495,990	\$15,000	\$0	\$59,519	\$4,960	\$545,469	\$219	-\$10,000	\$65	2.3%	0.0%	\$4,014	\$160,548	
				2,613	4/4	2	2	\$502,990	\$15,000	\$0	\$60,359	\$5,030	\$553,379	\$212	-\$10,000	\$65	2.3%	0.0%	\$4,071	\$162,838	
				2,651	4/3	2	2	\$500,990	\$15,000	\$0	\$60,119	\$5,010	\$551,119	\$208	-\$10,000	\$65	2.3%	0.0%	\$4,055	\$162,184	
				2,676	4/4	2	2	\$533,990	\$15,000	\$0	\$64,079	\$5,340	\$588,409	\$220	-\$10,000	\$65	2.3%	0.0%	\$4,325	\$172,982	
				2,685	4/3	2	2	\$503,990	\$15,000	\$0	\$60,479	\$5,040	\$554,509	\$207	-\$10,000	\$65	2.3%	0.0%	\$4,079	\$163,165	
				2,292				\$473,323	\$15,000	\$0	\$56,799	\$4,733	\$519,855	\$230	-\$10,000	\$65	2.3%	0.0%	\$3,828	\$153,131	

Competitive Supply Detail (CMA)

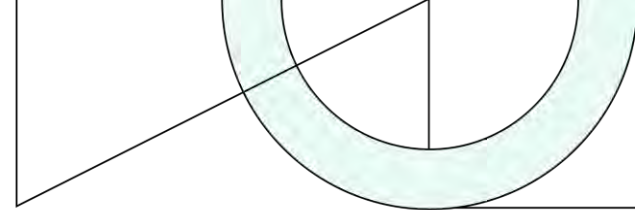
Appendix



Project		Size				— Incentives —		— Typical Spending —		Estimated	Est.		— Pymt Impacting —			80.0%	35.0%	
Project Detail		(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
15	Sandbrock Ranch/50 Highland Homes Sandbrock Ranch Aubrey Detached - 6,000 OR 50 Expected Sell-Out By 11/24 at 4.60 per mo.																	
Contracts / Sales Pace / SPL3M: 340 / 4.6 / 6.		1,864	3/2	1	2	\$483,990	\$15,000	\$0	\$82,278	\$4,840	\$556,108	\$298	-\$10,000	\$65	2.3%	0.0%	\$4,091	\$163,629
Annual Starts / L12M Start Rate: 38 / 3.2		2,055	4/2	1	2	\$495,990	\$15,000	\$0	\$84,318	\$4,960	\$570,268	\$278	-\$10,000	\$65	2.3%	0.0%	\$4,193	\$167,729
Annual Closings / L12M Closing Rate: 50 / 4.2		2,133	4/2	1	2	\$491,990	\$15,000	\$0	\$83,638	\$4,920	\$565,548	\$265	-\$10,000	\$65	2.3%	0.0%	\$4,159	\$166,362
Total Units / Occupancy / Occ. Rate: 357 / 31%		2,240	4/2	1	2	\$496,990	\$15,000	\$0	\$84,488	\$4,970	\$571,448	\$255	-\$10,000	\$65	2.3%	0.0%	\$4,202	\$168,071
		2,263	4/2	1	2	\$503,990	\$15,000	\$0	\$85,678	\$5,040	\$579,708	\$256	-\$10,000	\$65	2.3%	0.0%	\$4,262	\$170,462
		2,299	4/2	1	2	\$503,990	\$15,000	\$0	\$85,678	\$5,040	\$579,708	\$252	-\$10,000	\$65	2.3%	0.0%	\$4,262	\$170,462
		2,490	4/3	2	2	\$540,990	\$15,000	\$0	\$91,968	\$5,410	\$623,368	\$250	-\$10,000	\$65	2.3%	0.0%	\$4,578	\$183,105
		2,593	4/3	2	2	\$537,990	\$15,000	\$0	\$91,458	\$5,380	\$619,828	\$239	-\$10,000	\$65	2.3%	0.0%	\$4,552	\$182,080
		2,679	4/4	2	2	\$558,990	\$15,000	\$0	\$95,028	\$5,590	\$644,608	\$241	-\$10,000	\$65	2.3%	0.0%	\$4,731	\$189,255
		2,788	4/3	2	2	\$572,990	\$15,000	\$0	\$97,408	\$5,730	\$661,128	\$237	-\$10,000	\$65	2.3%	0.0%	\$4,851	\$194,039
		2,843	4/3	2	2	\$559,990	\$15,000	\$0	\$95,198	\$5,600	\$645,788	\$227	-\$10,000	\$65	2.3%	0.0%	\$4,740	\$189,597
		2,960	4/4	2	2	\$583,990	\$15,000	\$0	\$99,278	\$5,840	\$674,108	\$228	-\$10,000	\$65	2.3%	0.0%	\$4,945	\$197,797
		2,965	4/3	2	2	\$574,990	\$15,000	\$0	\$97,748	\$5,750	\$663,488	\$224	-\$10,000	\$65	2.3%	0.0%	\$4,868	\$194,722
		2,475				\$531,298	\$15,000	\$0	\$90,321	\$5,313	\$611,931	\$250	-\$10,000	\$65	2.3%	0.0%	\$4,495	\$179,793
16	Sandbrock Ranch/50 David Weekley Homes Sandbrock Ranch Aubrey Detached - 6,000 OR 50 Expected Sell-Out By 11/24 at 3.33 per mo.																	
Contracts / Sales Pace / SPL3M: 240 / 3.3 / 3.		1,875	3/2	1	2	\$487,990	\$0	\$0	\$58,559	\$4,880	\$551,429	\$294	-\$16,500	\$65	2.3%	0.0%	\$4,057	\$162,274
Annual Starts / L12M Start Rate: 41 / 3.4		2,111	3/2	1	2	\$498,990	\$0	\$0	\$59,879	\$4,990	\$563,859	\$267	-\$16,500	\$65	2.3%	0.0%	\$4,147	\$165,873
Annual Closings / L12M Closing Rate: 45 / 3.8		2,219	3/2	1	2	\$501,990	\$0	\$0	\$60,239	\$5,020	\$567,249	\$256	-\$16,500	\$65	2.3%	0.0%	\$4,171	\$166,854
Total Units / Occupancy / Occ. Rate: 256 / 23%		2,237	4/3	1	2	\$506,990	\$0	\$0	\$60,839	\$5,070	\$572,899	\$256	-\$16,500	\$65	2.3%	0.0%	\$4,212	\$168,491
		2,358	4/3	1	2	\$524,990	\$0	\$0	\$62,999	\$5,250	\$593,239	\$252	-\$16,500	\$65	2.3%	0.0%	\$4,360	\$174,380
		2,645	4/2	2	2	\$553,990	\$0	\$0	\$66,479	\$5,540	\$626,009	\$237	-\$16,500	\$65	2.3%	0.0%	\$4,597	\$183,869
		2,775	4/3	2	2	\$564,990	\$0	\$0	\$67,799	\$5,650	\$638,439	\$230	-\$16,500	\$65	2.3%	0.0%	\$4,687	\$187,469
		2,806	4/2	2	2	\$559,990	\$0	\$0	\$67,199	\$5,600	\$632,789	\$226	-\$16,500	\$65	2.3%	0.0%	\$4,646	\$185,832
		2,978	4/3	2	2	\$566,990	\$0	\$0	\$68,039	\$5,670	\$640,699	\$215	-\$16,500	\$65	2.3%	0.0%	\$4,703	\$188,123
		3,209	5/4	2	2	\$587,990	\$0	\$0	\$70,559	\$5,880	\$664,429	\$207	-\$16,500	\$65	2.3%	0.0%	\$4,875	\$194,994
		2,521				\$535,490	\$0	\$0	\$64,259	\$5,355	\$605,104	\$244	-\$16,500	\$65	2.3%	0.0%	\$4,445	\$177,816

Competitive Supply Detail (CMA)

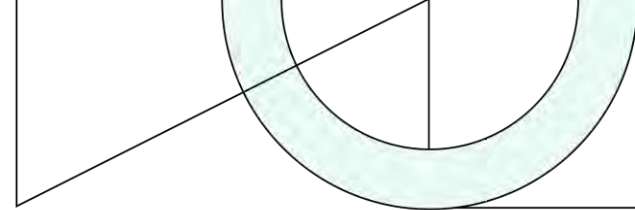
Appendix



Project		Size			— Incentives —			— Typical Spending —			Estimated	Est.		— Pymt Impacting —			80.0%	35.0%
Project Detail		(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
17	Sandbrock Ranch/50 Coventry Homes Sandbrock Ranch Aubrey Detached - 6,000 OR 50 Expected Sell-Out By 10/26 at 1.38 per mo.																	
Contracts / Sales Pace / SPL3M: 56 / 1.4 / 2.3		2,883	3/2	1	3	\$659,990	\$0	\$16,000	\$85,799	\$6,600	\$736,389	\$255	-\$20,000	\$72	2.3%	0.0%	\$5,403	\$216,111
Annual Starts / L12M Start Rate: 39 / 3.3		2,898	4/3	1	3	\$645,990	\$0	\$16,000	\$83,979	\$6,460	\$720,429	\$249	-\$20,000	\$72	2.3%	0.0%	\$5,287	\$211,490
Annual Closings / L12M Closing Rate: 37 / 3.1		2,932	4/4	1	3	\$648,990	\$0	\$16,000	\$84,369	\$6,490	\$723,849	\$247	-\$20,000	\$72	2.3%	0.0%	\$5,312	\$212,480
Total Units / Occupancy / Occ. Rate: 93 / 66 /		3,193	4/3	2	3	\$669,990	\$0	\$16,000	\$87,099	\$6,700	\$747,789	\$234	-\$20,000	\$72	2.3%	0.0%	\$5,485	\$219,412
	3,306	5/3	2	2	\$675,990	\$0	\$16,000	\$87,879	\$6,760	\$754,629	\$228	-\$20,000	\$72	2.3%	0.0%	\$5,535	\$221,393	
	3,547	4/3	2	3	\$708,990	\$0	\$16,000	\$92,169	\$7,090	\$792,249	\$223	-\$20,000	\$72	2.3%	0.0%	\$5,807	\$232,286	
	3,628	4/4	2	3	\$710,990	\$0	\$16,000	\$92,429	\$7,110	\$794,529	\$219	-\$20,000	\$72	2.3%	0.0%	\$5,824	\$232,946	
	3,769	5/4	2	3	\$724,990	\$0	\$16,000	\$94,249	\$7,250	\$810,489	\$215	-\$20,000	\$72	2.3%	0.0%	\$5,939	\$237,568	
	3,780	5/4	2	3	\$716,990	\$0	\$16,000	\$93,209	\$7,170	\$801,369	\$212	-\$20,000	\$72	2.3%	0.0%	\$5,873	\$234,927	
	4,089	5/4	2	3	\$749,990	\$0	\$16,000	\$97,499	\$7,500	\$838,989	\$205	-\$20,000	\$72	2.3%	0.0%	\$6,146	\$245,820	
	3,403					\$691,290	\$0	\$16,000	\$89,868	\$6,913	\$772,071	\$229	-\$20,000	\$72	2.3%	0.0%	\$5,661	\$226,443
18	Edgewood Creek/50 First Texas Homes Celina Detached - 5,750 OR 50 Expected Sell-Out By 10/27 at 5.06 per mo.																	
Contracts / Sales Pace / SPL3M: 105 / 5.1 / 1.1		1,817	3/2	1	2	\$444,950	\$22,248	\$15,000	\$53,394	\$8,899	\$469,996	\$259	-\$20,000	\$71	2.1%	0.4%	\$3,562	\$142,467
Annual Starts / L12M Start Rate: 175 / 14.6		1,924	3/2	1	2	\$454,950	\$22,748	\$15,000	\$54,594	\$9,099	\$480,896	\$250	-\$20,000	\$71	2.1%	0.4%	\$3,639	\$145,550
Annual Closings / L12M Closing Rate: 166 / 13		2,018	3/3	1	2	\$454,950	\$22,748	\$15,000	\$54,594	\$9,099	\$480,896	\$238	-\$20,000	\$71	2.1%	0.4%	\$3,639	\$145,550
Total Units / Occupancy / Occ. Rate: 301 / 166 /		2,122	4/3	1	2	\$459,950	\$22,998	\$15,000	\$55,194	\$9,199	\$486,346	\$229	-\$20,000	\$71	2.1%	0.4%	\$3,677	\$147,092
	2,168	4/3	1	2	\$464,950	\$23,248	\$15,000	\$55,794	\$9,299	\$491,796	\$227	-\$20,000	\$71	2.1%	0.4%	\$3,716	\$148,634	
	2,171	-/3	1	2	\$464,950	\$23,248	\$15,000	\$55,794	\$9,299	\$491,796	\$227	-\$20,000	\$71	2.1%	0.4%	\$3,716	\$148,634	
	2,182	4/3	1	2	\$469,950	\$23,498	\$15,000	\$56,394	\$9,399	\$497,246	\$228	-\$20,000	\$71	2.1%	0.4%	\$3,754	\$150,176	
	2,477	4/3	2	2	\$549,950	\$27,498	\$15,000	\$65,994	\$10,999	\$584,446	\$236	-\$20,000	\$71	2.1%	0.3%	\$4,371	\$174,844	
	2,665	4/2	2	2	\$579,950	\$28,998	\$15,000	\$69,594	\$11,599	\$617,146	\$232	-\$20,000	\$71	2.1%	0.3%	\$4,602	\$184,095	
	2,683	5/3	2	2	\$594,950	\$29,748	\$15,000	\$71,394	\$11,899	\$633,496	\$236	-\$20,000	\$71	2.1%	0.3%	\$4,718	\$188,721	
	3,185	4/3	2	2	\$629,950	\$31,498	\$15,000	\$75,594	\$12,599	\$671,646	\$211	-\$20,000	\$71	2.1%	0.3%	\$4,988	\$199,513	
	3,200	5/3	2	2	\$629,950	\$31,498	\$15,000	\$75,594	\$12,599	\$671,646	\$210	-\$20,000	\$71	2.1%	0.3%	\$4,988	\$199,513	
	3,452	5/3	2	2	\$700,950	\$35,048	\$15,000	\$84,114	\$14,019	\$749,036	\$217	-\$20,000	\$71	2.1%	0.3%	\$5,535	\$221,406	
	3,475	5/3	2	2	\$643,950	\$32,198	\$15,000	\$77,274	\$12,879	\$686,906	\$198	-\$20,000	\$71	2.1%	0.3%	\$5,096	\$203,830	
	3,505	5/3	2	2	\$646,950	\$32,348	\$15,000	\$77,634	\$12,939	\$690,176	\$197	-\$20,000	\$71	2.1%	0.3%	\$5,119	\$204,755	
	3,678	5/3	2	2	\$710,950	\$35,548	\$15,000	\$85,314	\$14,219	\$759,936	\$207	-\$20,000	\$71	2.1%	0.3%	\$5,612	\$224,490	
	3,725	5/4	2	2	\$677,950	\$33,898	\$15,000	\$81,354	\$13,559	\$723,966	\$194	-\$20,000	\$71	2.1%	0.3%	\$5,358	\$214,314	
	3,970	5/3	2	2	\$720,950	\$36,048	\$15,000	\$86,514	\$14,419	\$770,836	\$194	-\$20,000	\$71	2.1%	0.3%	\$5,689	\$227,574	
	2,801					\$572,283	\$28,614	\$15,000	\$68,674	\$11,446	\$608,789	\$222	-\$20,000	\$71	2.1%	0.3%	\$4,543	\$181,731

Competitive Supply Detail (CMA)

Appendix



Project		Size				— Incentives —			— Typical Spending —			Estimated	Est.		— Pymt Impacting —			80.0%	35.0%
Project Detail		Size (SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Base Tax	Addl Taxes	7.0%	Qualifying	
19	Sutton Fields/50 Mattamy Homes Sutton Fields Aubrey					Detached - 6,000 OR 50 Expected Sell-Out By 11/24 at 6.85 per mo.													
Contracts / Sales Pace / SPL3M: 11 / 6.8 / 6.8		1,868	3/2	1	2	\$474,690	\$0	\$0	\$42,722	\$4,747	\$522,159	\$280	-\$15,000	\$45	2.1%	0.2%	\$3,813	\$152,517	
Annual Starts / L12M Start Rate: 28 / 2.3		2,094	3/2	1	2	\$497,860	\$0	\$0	\$44,807	\$4,979	\$547,646	\$262	-\$15,000	\$45	2.1%	0.2%	\$3,993	\$159,727	
Annual Closings / L12M Closing Rate: 0 / 0.0		2,318	3/2	1	3	\$545,330	\$0	\$0	\$49,080	\$5,453	\$599,863	\$259	-\$15,000	\$45	2.1%	0.2%	\$4,362	\$174,499	
Total Units / Occupancy / Occ. Rate: 38 / 0 / 0		2,573	4/2	1	2	\$545,330	\$0	\$0	\$49,080	\$5,453	\$599,863	\$233	-\$15,000	\$45	2.1%	0.2%	\$4,362	\$174,499	
		2,573	4/2	1	2	\$545,330	\$0	\$0	\$49,080	\$5,453	\$599,863	\$233	-\$15,000	\$45	2.1%	0.2%	\$4,362	\$174,499	
		2,787	4/3	1	3	\$581,690	\$0	\$0	\$52,352	\$5,817	\$639,859	\$230	-\$15,000	\$45	2.1%	0.1%	\$4,645	\$185,814	
		2,880	4/2	2	2	\$578,660	\$0	\$0	\$52,079	\$5,787	\$636,526	\$221	-\$15,000	\$45	2.1%	0.1%	\$4,622	\$184,871	
		3,038	4/2	2	2	\$588,820	\$0	\$0	\$52,994	\$5,888	\$647,702	\$213	-\$15,000	\$45	2.1%	0.1%	\$4,701	\$188,033	
		3,210	4/3	2	2	\$599,870	\$0	\$0	\$53,988	\$5,999	\$659,857	\$206	-\$15,000	\$45	2.1%	0.1%	\$4,787	\$191,471	
		3,291	4/3	1	3	\$665,520	\$0	\$0	\$59,897	\$6,655	\$732,072	\$222	-\$15,000	\$45	2.1%	0.1%	\$5,298	\$211,901	
		3,381	4/3	2	2	\$631,180	\$0	\$0	\$56,806	\$6,312	\$694,298	\$205	-\$15,000	\$45	2.1%	0.1%	\$5,030	\$201,215	
		3,447	4/3	1	3	\$683,700	\$0	\$0	\$61,533	\$6,837	\$752,070	\$218	-\$15,000	\$45	2.1%	0.1%	\$5,439	\$217,558	
		3,470	5/4	2	2	\$635,220	\$0	\$0	\$57,170	\$6,352	\$698,742	\$201	-\$15,000	\$45	2.1%	0.1%	\$5,062	\$202,472	
		3,501	5/3	2	2	\$652,390	\$0	\$0	\$58,715	\$6,524	\$717,629	\$205	-\$15,000	\$45	2.1%	0.1%	\$5,195	\$207,815	
		3,502	4/3	2	3	\$650,370	\$0	\$0	\$58,533	\$6,504	\$715,407	\$204	-\$15,000	\$45	2.1%	0.1%	\$5,180	\$207,186	
		3,708	5/4	2	2	\$672,590	\$0	\$0	\$60,533	\$6,726	\$739,849	\$200	-\$15,000	\$45	2.1%	0.1%	\$5,353	\$214,101	
		3,982	5/4	2	2	\$702,890	\$0	\$0	\$63,260	\$7,029	\$773,179	\$194	-\$15,000	\$45	2.1%	0.1%	\$5,588	\$223,530	
		3,037				\$603,026	\$0	\$0	\$54,272	\$6,030	\$663,328	\$223	-\$15,000	\$45	2.1%	0.1%	\$4,811	\$192,454	
20	Sutton Fields/Tradition/50-60 D.R. Horton Sutton Fields Aubrey					Detached - 6,000 OR 50 Expected Sell-Out By 11/26 at 8.33 per mo.													
Contracts / Sales Pace / SPL3M: 580 / 8.3 / 11		1,620	3/2	1	2	\$457,000	\$20,000	\$0	\$0	\$4,570	\$441,570	\$273	\$0	\$45	2.1%	0.2%	\$3,235	\$129,385	
Annual Starts / L12M Start Rate: 174 / 14.5		1,840	4/2	1	2	\$472,000	\$20,000	\$0	\$0	\$4,720	\$456,720	\$248	\$0	\$45	2.1%	0.2%	\$3,342	\$133,671	
Annual Closings / L12M Closing Rate: 106 / 8.8		1,935	4/2	1	2	\$481,000	\$20,000	\$0	\$0	\$4,810	\$465,810	\$241	\$0	\$45	2.1%	0.2%	\$3,406	\$136,243	
Total Units / Occupancy / Occ. Rate: 804 / 106 / 106		2,014	4/2	1	2	\$486,000	\$20,000	\$0	\$0	\$4,860	\$470,860	\$234	\$0	\$45	2.1%	0.2%	\$3,442	\$137,671	
		2,060	4/3	1	2	\$488,800	\$20,000	\$0	\$0	\$4,888	\$473,688	\$230	\$0	\$45	2.1%	0.2%	\$3,462	\$138,471	
		2,065	4/2	1	2	\$490,000	\$20,000	\$0	\$0	\$4,900	\$474,900	\$230	\$0	\$45	2.1%	0.2%	\$3,470	\$138,814	
		2,185	4/3	2	2	\$515,000	\$20,000	\$0	\$0	\$5,150	\$500,150	\$229	\$0	\$45	2.1%	0.2%	\$3,649	\$145,958	
		2,434	4/3	2	2	\$528,000	\$20,000	\$0	\$0	\$5,280	\$513,280	\$211	\$0	\$45	2.1%	0.2%	\$3,742	\$149,672	
		2,506	4/3	2	2	\$532,000	\$20,000	\$0	\$0	\$5,320	\$517,320	\$206	\$0	\$45	2.1%	0.2%	\$3,770	\$150,815	
		2,913	4/3	2	2	\$564,000	\$20,000	\$0	\$0	\$5,640	\$549,640	\$189	\$0	\$45	2.1%	0.1%	\$3,999	\$159,958	
		2,966	4/3	2	2	\$572,000	\$20,000	\$0	\$0	\$5,720	\$557,720	\$188	\$0	\$45	2.1%	0.1%	\$4,056	\$162,244	
		2,231				\$507,800	\$20,000	\$0	\$0	\$5,078	\$492,878	\$225	\$0	\$45	2.1%	0.2%	\$3,598	\$143,900	

Definition of the Competitive Market Area (CMA)

Appendix





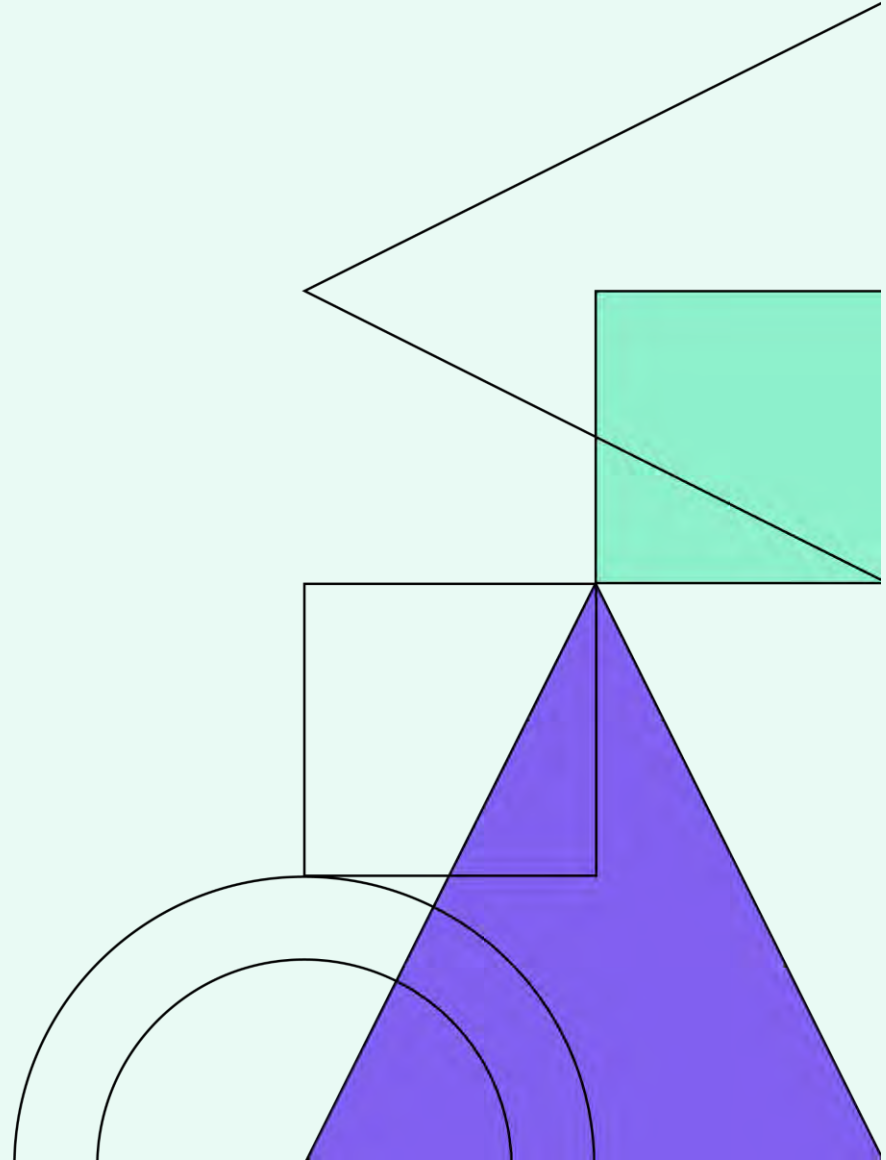
Thank you!

Zonda

4000 MacArthur, Suite 400

Newport Beach, CA 92660

(877) 966-3210



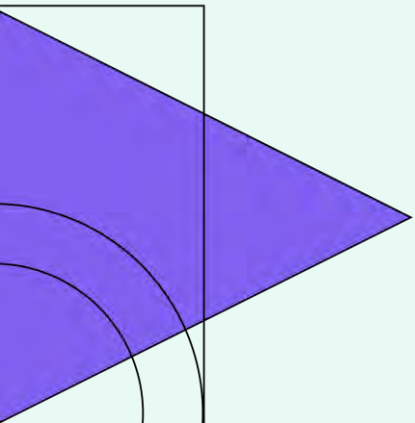
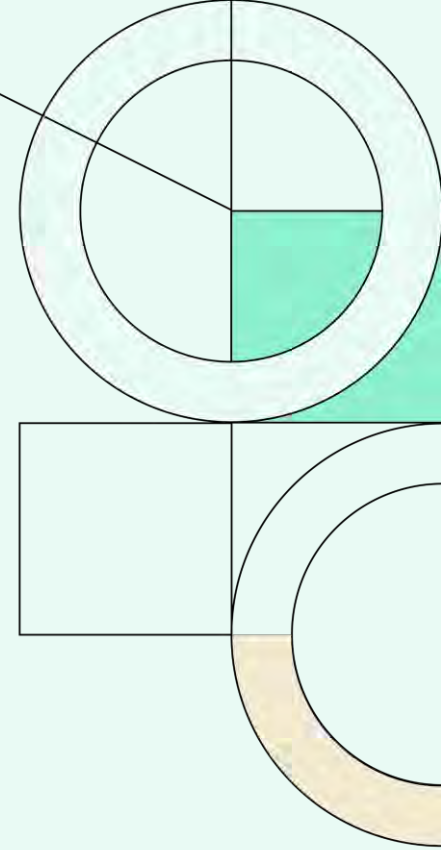


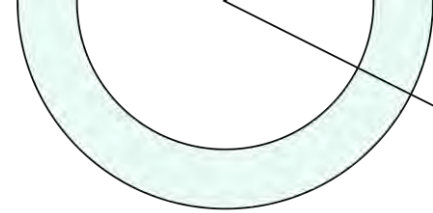
Mobberly Farms – Pilot Point, TX (Denton County)

CADG c/o SAMCO Capital

August 2024

Project Overview	4
Key Findings	7
Product, Pricing, & Absorption	9
Competitive Market Assessment	15
Location Analysis	25
Economic & Demographic Analysis	31
Housing Market Analysis	40
Appendix	53





Background/Objectives, Key Contacts & Limiting Conditions

BACKGROUND & OBJECTIVES

CADG c/o SAMCO Capital (“Client”) is assessing a financing opportunity associated with a community known as Mobberly Farms in Pilot Point, TX. The planned development will include a total of 1,996 detached homes on 40’ wide and 50’ wide lots. Client’s goal is to understand the market-based opportunity for this site considering current and expected economic and housing market conditions.

Note: This report was completed following the global COVID-19 pandemic, during an aggressive Fed tightening schedule. Our recommendations reflect the most recent data available but are subject to change as the market evolves.

LIMITING CONDITIONS

Client is responsible for representations about the development plans, marketing expectations and for disclosure of any significant information that might affect the ultimate realization of the projected results. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the difference may be material. We have no responsibility to update our report for events and circumstances occurring after the date of our report. Payment of any and all of our fees and expenses is not in any way contingent upon any factor other than our providing services related to this report.

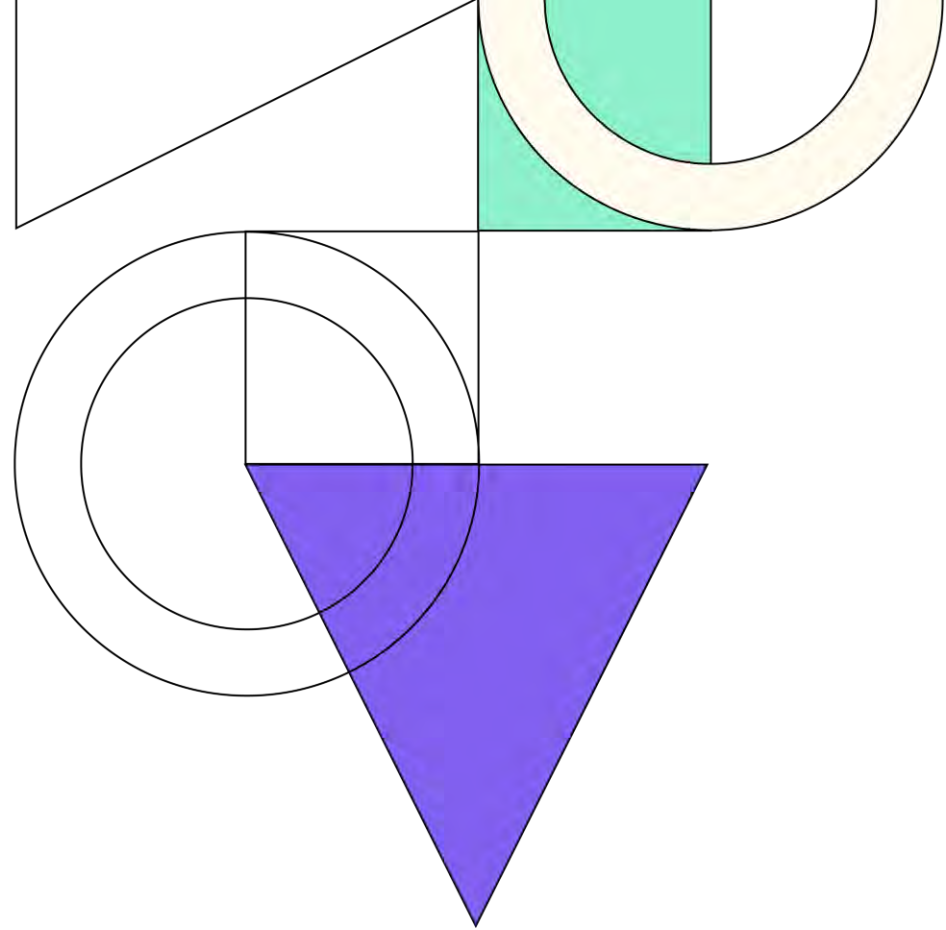
KEY CONTACTS

The following key team members participated on this analysis:

Bryan Glasshagel, Senior Vice President, Mr. Glasshagel has over 23 years of experience in the real estate and banking industries. He regularly directs the analysis of residential and mixed-use communities in Houston and around Texas.

Patrick Lynch, Director, Mr. Lynch has 12 years of experience conducting market studies for a variety of residential product types across the United States and a masters degree in urban planning.

Additional support was provided as needed.



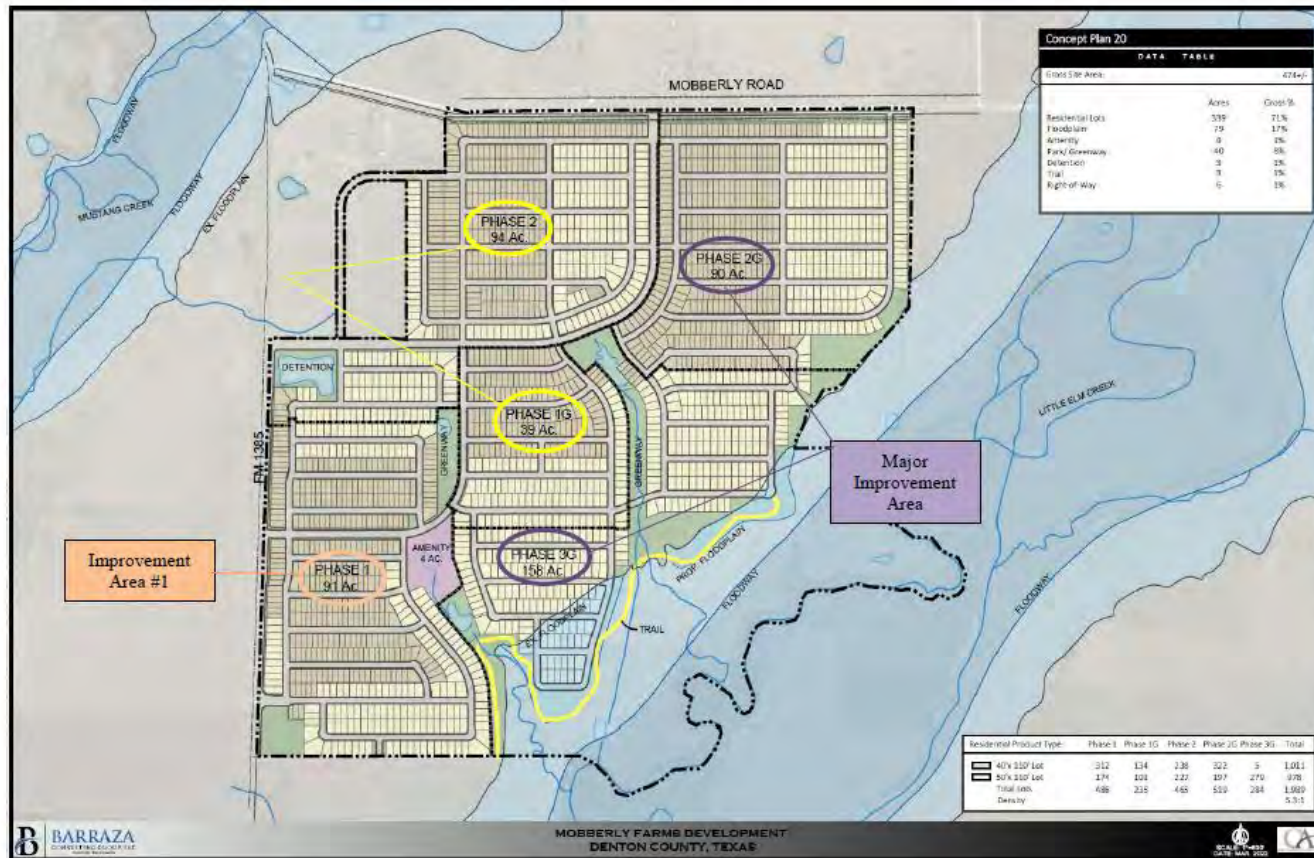
Project Overview

Site Plan & Development Overview

Project Overview

The Subject Property is planned to include a total of 1,996 lots (1,019 40' wide and 977 50' wide) when complete. Planned amenities include a swimming pool, dog park, playground, and walking trails. The Subject Property is accessible from FM 1385, which runs along the western side of the Subject Property, and Mobberly Road. Undeveloped land surrounds the Subject Property on all sides.

MAP SHOWING BOUNDARIES OF THE DISTRICT, PHASES AND IMPROVEMENT AREAS



Site Plan & Development Overview

Project Overview

Lot development is well underway at the Subject Property. Builders took delivery of all lots in Improvement Area #1 in 2022. Since then, homes have been built and delivered to homebuyers on nearly all of these lots. Homes in Improvement Area #1 that have not yet closed are under contract to home buyers. Construction delays have slowed the delivery of lots from Improvement Area #2. However, 50 lots were delivered to Lennar in 2Q24 and we expect that the remainder of the lots in Improvement Area #2 will deliver by the end of 2024, allowing sales by M/I and Pulte (Centex) to resume by April 2025.

Total Lot Summary Mobberly

	Major Improvement Area			Improvement Area #1			Improvement Area #2			Total
Lot Width	Lennar	M/I	Pulte	Lennar	M/I	Pulte	Lennar	M/I	Pulte	
40'	306	11	10	113	100	100	195	92	92	1,019
50'	362	64	50	57	56	60	158	80	90	977
Total	668	75	60	170	156	160	353	172	182	1,996

Closed Lots as of June 30, 2024 (Delivered to End-Users)

	Major Improvement Area			Improvement Area #1			Improvement Area #2			Total
Lot Width	Lennar	M/I	Pulte	Lennar	M/I	Pulte	Lennar	M/I	Pulte	
40'	0	0	0	113	89	97	0	0	0	299
50'	0	0	0	52	51	54	0	0	0	157
Total	0	0	0	165	140	151	0	0	0	456

Remaining Lot Summary Mobberly

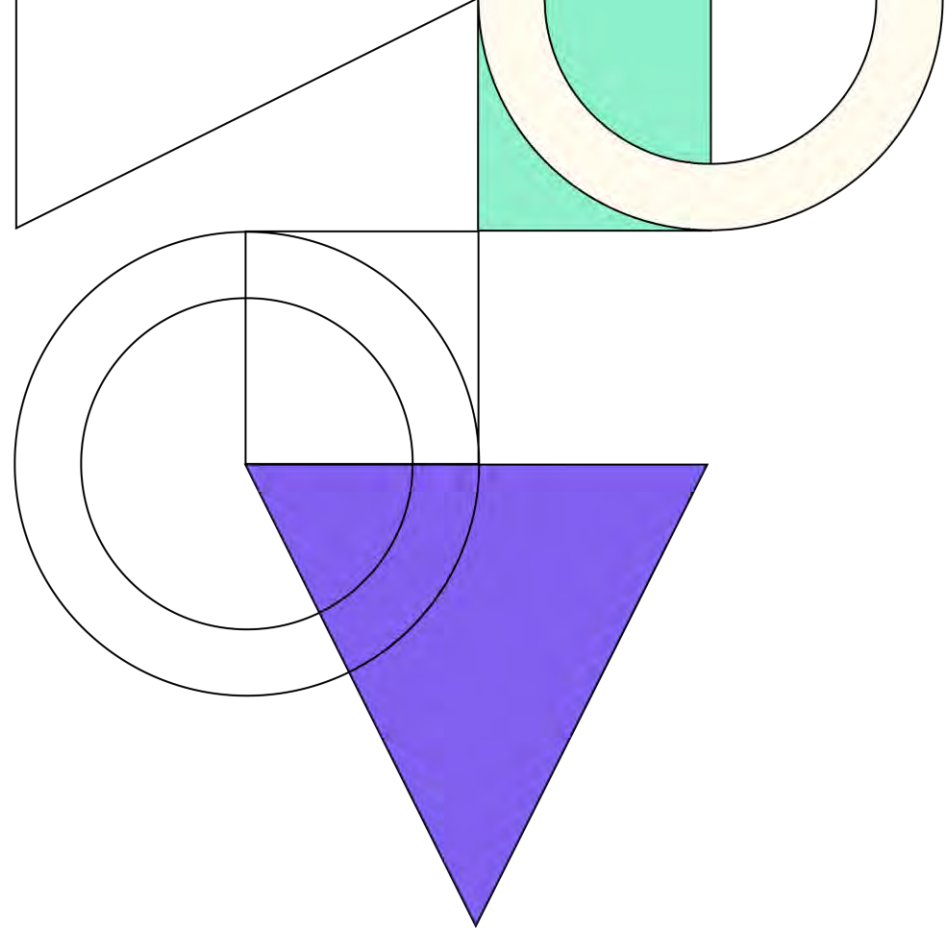
	Major Improvement Area			Improvement Area #1			Improvement Area #2			Total
Lot Width	Lennar	M/I	Pulte	Lennar	M/I	Pulte	Lennar	M/I	Pulte	
40'	306	11	10	0	11	3	195	92	92	720
50'	362	64	50	5	5	6	158	80	90	820
Total	668	75	60	5	16	9	353	172	182	1,540

Site Photos

Project Overview



Key Findings





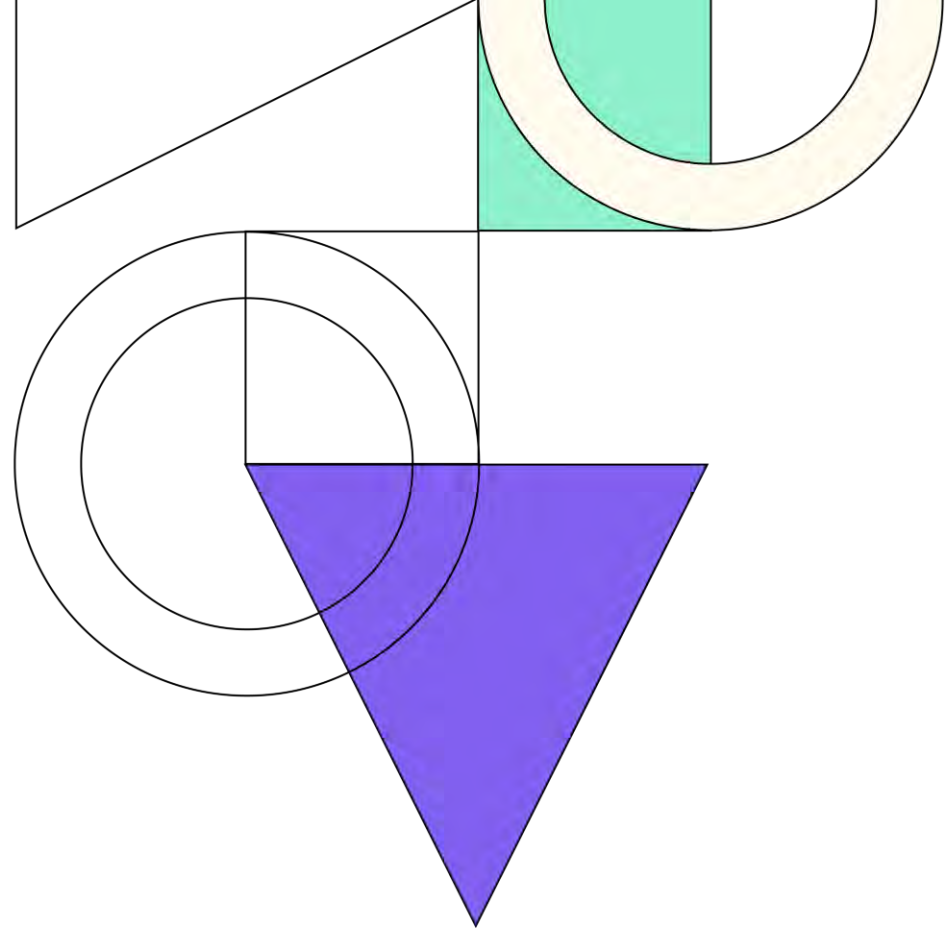
Summary of Key Conclusions

Key Findings

The following bullet points summarize the key findings from our research:

- **Our analysis indicates a strong opportunity exists for the development of the Subject Property.** This is based on several factors:
 - ✓ Strong projected growth of over 50,000 new households per year over the next five years in the Dallas-Ft. Worth MSA (more than any other MSA in the United States).
 - ✓ A resilient metro housing market with prices, starts, closings, and sales showing signs of stabilization after a slowdown in late 2022 due to rising mortgage rates.
 - ✓ Favorable demographics for for-sale housing in the competitive market area (62% of existing households have incomes over \$100,000).
 - ✓ Proven history of demand at the Subject Property (456 homes have already closed - 349 in 2023 alone).
 - ✓ Current pricing at the Subject Property positions it as the most affordable new home community in the competitive market area.
 - ✓ Centurion American's proven success in the Dallas-Ft. Worth MSA (including multiple current top 25 most active communities).
- **The Subject Property continues to face some potential headwinds as well.** Challenges that the community will face include:
 - ✓ High mortgage rates and economic headwinds could continue to impact the new home market in 2024 and beyond. While new home sales activity has increased and prices are stabilizing (incentives remain high), housing affordability is constrained, some demand and pricing volatility is still expected, and future employment growth / migration trends need to be monitored.
 - ✓ Competition for buyers will be intense as several master-planned communities are active or are planned in the CMA. These include Mobberly Farms, Legacy Hills, La Terra at Uptown Celina, and North Sky. The Subject's current positioning as the most affordable community in the CMA should help mitigate concerns related to competition.
- **Based upon the proposed lot sizes and builders, our concluded base prices for the Subject Property range from \$268,000 to \$404,000 (August 2024 dollars).** Across all 1,996 lots in the Subject Property, we anticipate an average closing price (inclusive of typical spending on options/upgrades, lot premiums, and price impacting incentives) of \$322,123. The concluded pricing is based on currently listed prices at the Subject Property, which Zonda has determined are reasonable and arguably conservative. These prices position the Subject Property well below the surveyed competing communities, which are priced from \$300,000 to \$770,000.
- **Based on the proposed six builder programs and the concluded prices, we expect the Subject to achieve a peak annual absorption of 354 homes sold in 2026.** Projected absorption within individual builder programs ranges from 3.5 to 8.0 sales per month. Our projected peak annual absorption would rank the Subject 14th among all master-planned communities in the Dallas-Ft. Worth MSA based on starts from 3Q23 through 2Q24. In 2023, the Subject Property closed 349 homes, providing support for our projection. Note that absorption slowed in 2024 due to the exhaustion of available finished lots.

Product, Pricing & Absorption

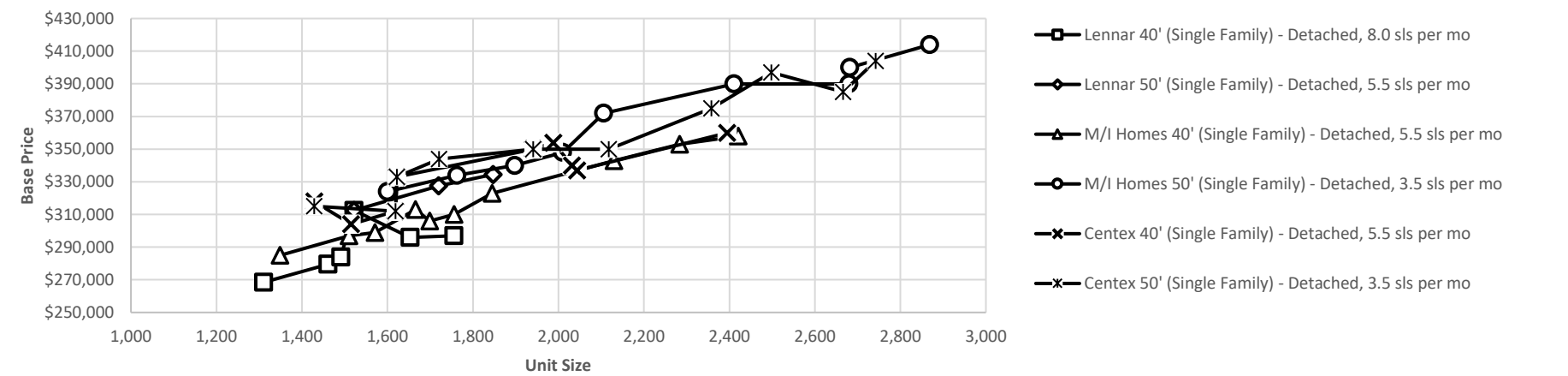


Projected Pricing

Product, Pricing, and Absorption

Based upon the proposed lot sizes and builders, our concluded average base prices for each product series at the Subject Property range from \$290,000 to \$368,000 (August 2024 dollars). Base prices for individual floorplans range from \$268,000-\$404,000. These prices are based on currently (or recently) listed prices at the Subject Property programs, which Zonda determined were reasonable relative to competing programs in other communities. Across all planned lots in the Subject Property, we anticipate an average closing price, inclusive of typical spending on options/upgrades, lot premiums, and price impacting incentives, of \$322,123 in August 2024 dollars. These prices position the Subject Property well below all surveyed competing communities in the competitive market area including Creekview (\$390,000 to \$506,000), Sutton Fields (\$457,000 to \$703,000), and Edgewood Creek (\$445,000 to \$721,000).

Ref	Project/Subdivision	Type	Configuration	# of Units	Est % of Total Units	Average Unit Size	Base Price	Price Reduction	Incentives Options/Upgrades	Typical Spending Options / Upgrades	Lot Premiums	Estimated Closing Price	Existing Closing \$/SF	Est. Sales Rate
A	Lennar 40'	Single Family	Detached	614	31%	1,532	\$289,582	\$5,783	\$0	\$0	\$2,900	\$286,699	\$187	8.00
B	Lennar 50'	Single Family	Detached	577	29%	1,696	\$324,832	\$6,467	\$0	\$0	\$3,233	\$321,599	\$190	5.50
C	M/I Homes 40'	Single Family	Detached	203	10%	1,823	\$318,690	\$6,390	\$10,000	\$25,480	\$3,180	\$330,960	\$182	5.50
D	M/I Homes 50'	Single Family	Detached	200	10%	2,224	\$367,990	\$7,333	\$10,000	\$29,433	\$3,667	\$383,757	\$173	3.50
E	Centex 40'	Single Family	Detached	202	10%	1,843	\$334,212	\$6,689	\$0	\$0	\$3,333	\$330,857	\$180	5.50
F	Centex 50'	Single Family	Detached	200	10%	2,074	\$356,693	\$7,134	\$0	\$0	\$3,401	\$352,960	\$170	3.50
Community Summary				1,996	100%	1,764	\$321,830	\$6,425	\$2,019	\$5,541	\$3,196	\$322,123	\$183	31.50



Price Appreciation

Product, Pricing, and Absorption

We expect average sales prices will remain flat in 2024 before slowly resuming growth in 2025 and reaching a steady average of 3.0% growth per year in 2027. Moody’s projects that the median sale price of an existing home in the Dallas-Ft. Worth MSA will fall a total of 1% in 2025 and 2026 before resuming growth in 2027, while Zillow projects that the “typical home value” will decline 0.1% from July 2024 through June 2025. Our forecast is slightly more optimistic because it appears likely that the Fed’s tightening cycle has peaked and new home prices are already showing signs of stabilization across the market. The weighted average price shown at the bottom of the table below represents the weighted average across all 1,996 lots in the Subject Property. The weighted average price of homes sold in any given year may differ from this average. This forecast is predicated on continued job growth and stable economic conditions.

Ref	Project/Subdivision	Type	Configuration	# of Units	Average Total Price	2024 0.0%	2025 1.0%	2026 2.0%	2027 3.0%	2028 3.0%	2029 3.0%	2030 3.0%	2031 3.0%	2032 3.0%	2033 3.0%
1	Lennar 40'	Single Family	Detached	614	\$286,699	\$286,699	\$289,566	\$295,357	\$304,218	\$313,345	\$322,745	\$332,427	\$342,400	\$352,672	\$363,252
2	Lennar 50'	Single Family	Detached	577	\$321,599	\$321,599	\$324,815	\$331,311	\$341,251	\$351,488	\$362,033	\$372,894	\$384,081	\$395,603	\$407,471
3	M/I Homes 40'	Single Family	Detached	203	\$330,960	\$330,960	\$334,270	\$340,955	\$351,184	\$361,719	\$372,571	\$383,748	\$395,260	\$407,118	\$419,332
4	M/I Homes 50'	Single Family	Detached	200	\$383,757	\$383,757	\$387,594	\$395,346	\$407,207	\$419,423	\$432,005	\$444,966	\$458,315	\$472,064	\$486,226
5	Centex 40'	Single Family	Detached	202	\$330,857	\$330,857	\$334,165	\$340,849	\$351,074	\$361,606	\$372,454	\$383,628	\$395,137	\$406,991	\$419,201
6	Centex 50'	Single Family	Detached	200	\$352,960	\$352,960	\$356,489	\$363,619	\$374,527	\$385,763	\$397,336	\$409,256	\$421,534	\$434,180	\$447,205
Community Summary				1,996	\$322,123	\$322,123	\$325,344	\$331,851	\$341,806	\$352,061	\$362,622	\$373,501	\$384,706	\$396,247	\$408,135

New home prices are stable to slightly increasing across the Metroplex. Zonda’s assessment of “same store” floorplan pricing levels at active builder programs across the market shows that prices are stable or moving higher in most communities. The following table shows the percentage of tracked floorplans by base price direction for the past three months and between July 2023 and July 2024:

Price Direction	5/24 vs. 4/24	6/24 vs. 5/24	7/24 vs. 6/24	7/24 vs. 7/23
Increase	40%	25%	21%	68%
Flat	56%	67%	71%	11%
Decrease	4%	8%	9%	21%
Avg. \$ Change	0.3%	0.1%	-0.1%	1.6%
Floorplans	3,507	2,869	2,577	1,999

Prices are up an average of 1.6% between July 2023 and July 2024 with over 92% of tracked floorplans holding prices steady or increasing prices in each of the past two months.

12 Source: Zonda; Moody’s; Zillow, FRED

Absorption

Product, Pricing, and Absorption

Zonda’s projection of future absorption at the Subject Property is informed by its actual history of absorption. In 2022, (the year sales began), the Subject Property closed 18 homes. In 2023, with all programs active and selling, it closed 349 homes. Closings in the first half of 2024 slowed significantly to 89 closings as the supply of finished lots was exhausted. However, 50 finished lots were delivered to Lennar in 2Q24 and we have assumed its closings will resume in November 2024. We expect more finished lots will deliver to Centex and M/I by the end of the year, allowing their sales to resume by April 2025. With lot supplies fully restored and all programs active, we expect the Subject Property to close 354 homes in 2026, essentially repeating its 2023 performance. Thereafter, we expect total sales volumes to decline as individual programs sell out though the average paces of the remaining programs are projected to increase due to reduced competition within the community. Ultimately, we project final closings at the Subject Property to occur in 2031.

Ref	Project/Subdivision	Type	Configuration	# of Units	Average Mo./Pace	2022	2023	Jan.-June 2024	Jul.-Dec. 2024	2025	2026	2027	2028	2029	2030	2031
1	Lennar 40'	Single Family	Detached	614	8.00	4	101	8	8	96	96	115	124	62		
2	Lennar 50'	Single Family	Detached	577	5.50	1	48	3	10	66	66	79	85	85	99	35
3	M/I Homes 40'	Single Family	Detached	203	5.50	5	50	34	10	49	55					
4	M/I Homes 50'	Single Family	Detached	200	3.50	8	32	11	5	31	42	50	21			
5	Centex 40'	Single Family	Detached	202	5.50	0	75	22	3	49	53					
6	Centex 50'	Single Family	Detached	200	3.50	0	43	11	6	31	42	50	17			
Community Summary				1,996	31.50	18	349	89	42	322	354	294	247	147	99	35

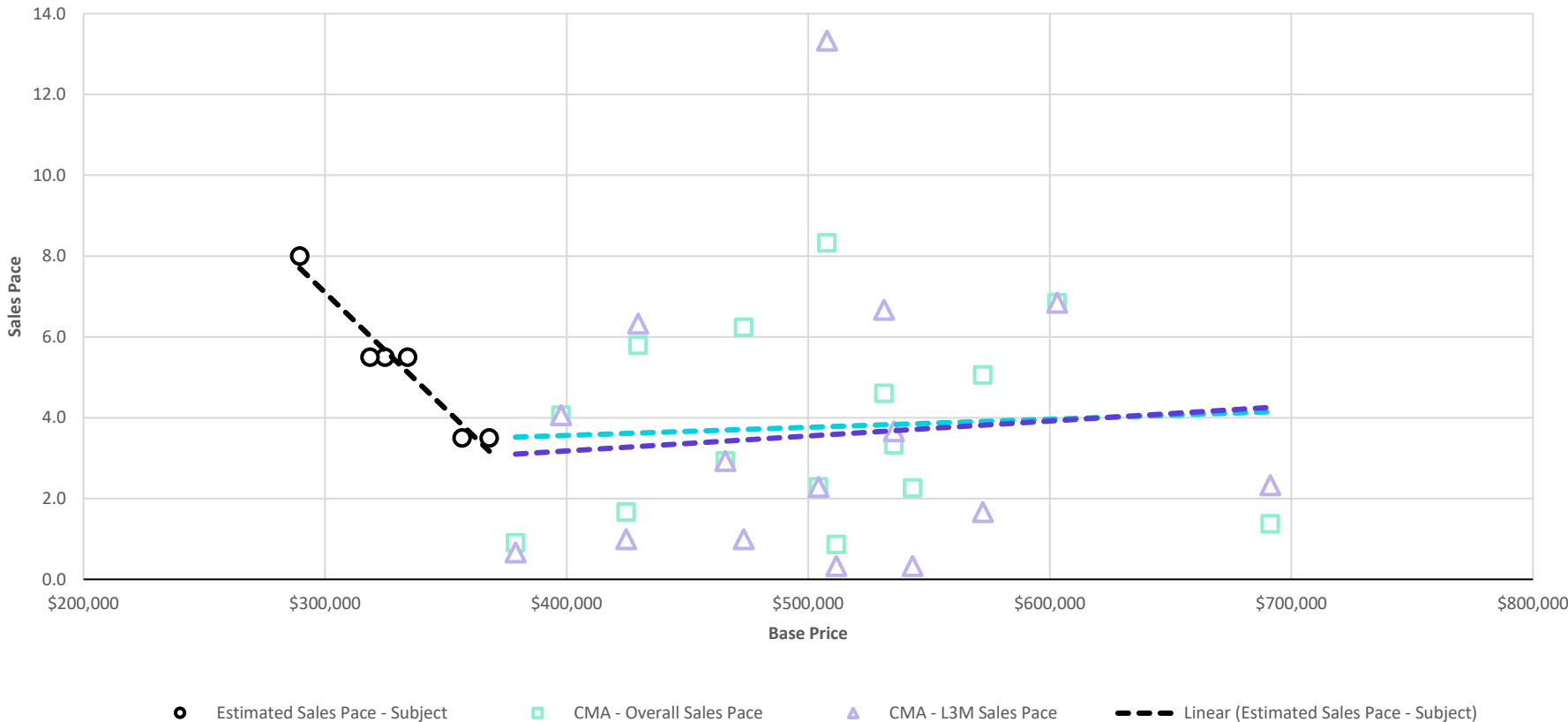
Our hypothetical build-out of the Subject Property has several underlying marketing assumptions:

- ☐ Inclusion of appropriately segmented and priced product series that limits the potential for internal cannibalization of sales.
- ☐ Lot development and delivery pace that keeps up with the projected build-out schedule.
- ☐ A regional marketing program with staffed models and regular business hours.
- ☐ Continued positive employment and household growth across the Dallas-Ft. Worth MSA.

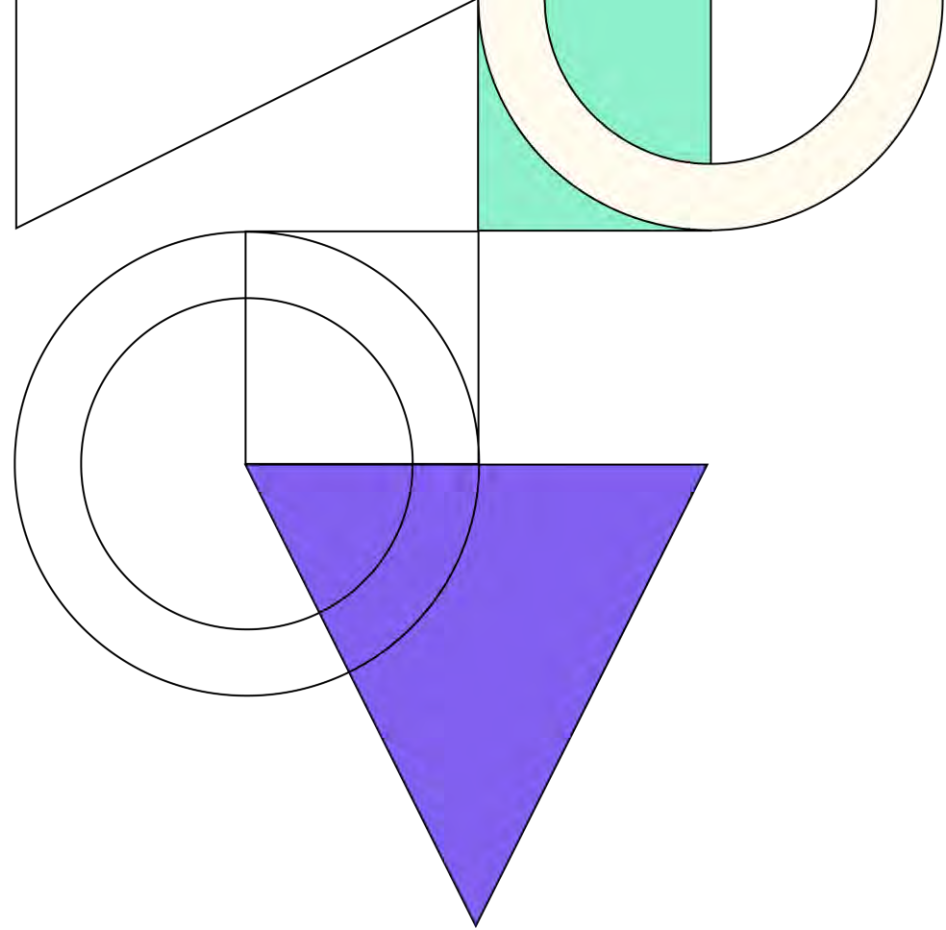
Projected Absorption per Program

Product, Pricing, and Absorption

While our projected average absorption per program fall above the trend among the surveyed comparable communities, they are supported by actual history at the Subject Property. Each of the surveyed builder programs for this analysis is represented with two markers below (one showing the average price versus the overall sales pace and one showing the average price versus the sales pace over the past three months). Our absorption assumptions for each product series at the Subject are shown in black and range from 3.5 to 8.0 sales per month. As the Subject Property is the most affordable property in the competitive set, we expect it will achieve relatively high average absorption rates per program. Our absorption assumptions are well-supported by historical performance at the Subject Property in 2023, when average absorption rates per program ranged from 2.7/month to 8.4/month.



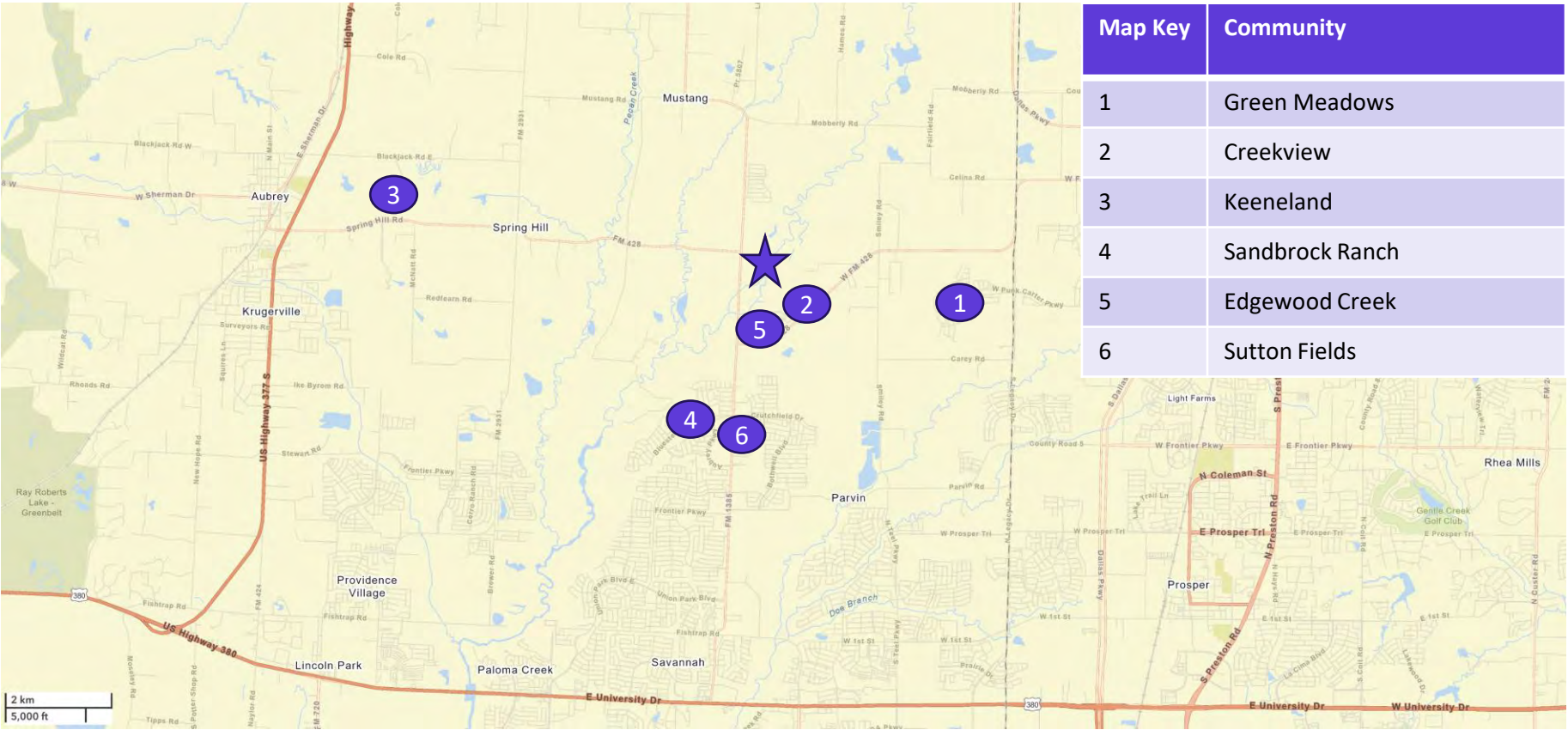
Competitive Market Assessment



Location of Surveyed New Home Communities

Competitive Market Assessment

We surveyed 16 builder programs in six communities in or near the CMA to provide guidance on likely pricing and absorption potential at the Subject Property. The surveyed builder programs are all on 40' to 50' wide lots and are, for the most part, in amenitized communities of a similar scale to the Subject Property. All of the surveyed programs are within approximately three miles of the Subject Property, except for Keeneland (about 4 miles).



Competitive Supply Summary

Competitive Market Assessment

New home base prices at surveyed communities in the CMA range from \$300,000 to \$770,000. The performance of the following communities guided our pricing and absorption conclusions for the Subject Property:

- ❑ **Edgewood Creek (\$445,000-\$721,000)** – An amenitized community just southwest of the Subject Property with 50’ wide lots. First Texas is the sole builder and started 175 homes and closed 166 homes from 3Q23 through 2Q24.
- ❑ **Green Meadows (\$482,000 to \$615,000)** – A large-scale master-planned community with extensive amenities, including a clubhouse, fitness center, pool, trails, and amphitheater. Green Meadows started 33 homes and closed 67 from 3Q23 through 2Q24. Sales have slowed recently due to a lack of available lots. Staff at CastleRock report that new lots have recently been delivered and sales are set to resume.
- ❑ **Creekview (\$390,000 to \$563,000)** – An amenitized master-planned community just southeast of the Subject Property. Pacesetter, Bloomfield, and Stonehollow recently began sales on 50’ and 60’ wide lots.
- ❑ **Keeneland (\$300,000 to \$431,000)** – A small-scale community with limited amenities in Aubrey. Builders on 40’ to 50’ wide lots include HistoryMaker, Pacesetter, and Impression Homes. Keeneland started 50 homes from 3Q23 through 2Q24 but has not yet closed any.
- ❑ **Sandbrock Ranch (\$486,000 to \$770,000)** – A master-planned community with extensive planned amenities about three miles southwest of the Subject Property. Coventry Homes, Highland Homes, and David Weekley homes are all active on 40’ to 50’ wide lots. Across all lot sizes, Sandbrock Ranch started 302 and closed 313 homes from 3Q23 through 2Q24.
- ❑ **Sutton Fields (\$457,000-\$703,000)** – A large scale, amenitized master-planned community with a variety of lot sizes and builders that opened for sales in 2017. Mattamy Homes and D.R. Horton are currently active on 50’ wide lots. Across all lot sizes, Sutton Fields started 416 and closed 300 homes from 3Q23 through 2Q24.

Note: Centurion American, the developer of the Subject Property, is also the developer of Creekview and Sutton Fields.

Competitive Supply Summary

Competitive Market Assessment

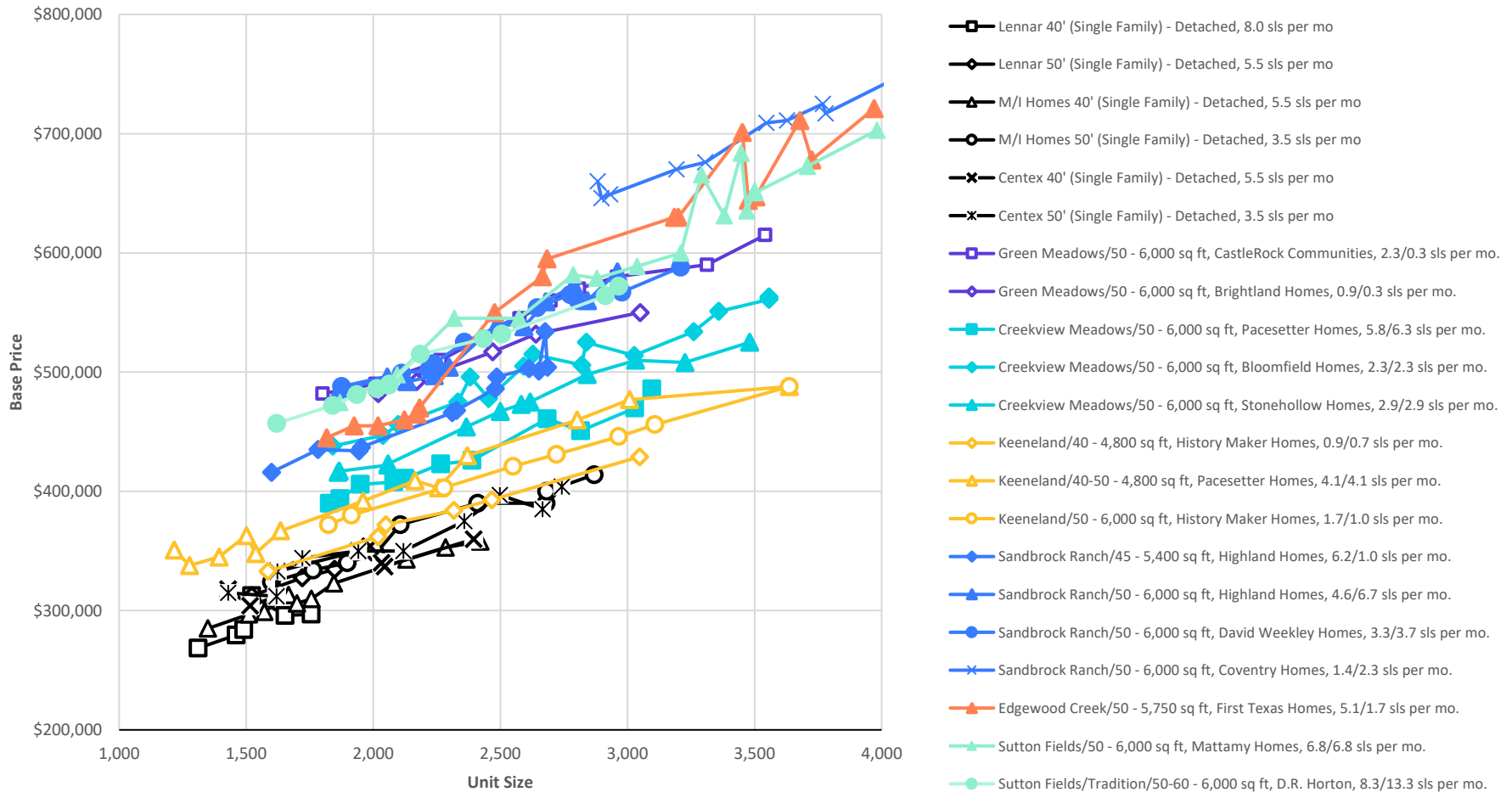
The median base price across all surveyed comparable properties as of August 2024 is \$506,000. With typical spending on options/upgrades and lot premiums included, as well as price affecting incentives, we estimate the median closing price to be \$531,500. Incentives toward closing costs are almost universal and many builders are also offering either price reductions, discounts on options/upgrades, and/or “flex cash.” We have assumed a 2.0% price reduction as an incentive across all programs the Subject Property, recognizing that builders will also need to offer other incentives that do not impact the closing prices (e.g. closing cost assistance, interest rate buydowns, etc.). The median overall sales pace across all programs is 3.6/month. While the pace over the last three months has been slower (2.3/month), we believe that is primarily due to limited lot availability (primarily at Green Meadows) rather than weakening demand.

				Contracts/		Avg.	— Incentive —			— Typ. Spend. —			Est.	Est.		— Pymt Imp. —		
Ref	Community - Builder	City/Master Plan*	Config.	Total Units	Sales Pace	L3M SP	Unit Size	Base Price	Price Reduc.	Opt. / Upgrd.	Opt. / Upgrd.	Lot Prem.	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Tax	Mo. Paymnt
1	Green Meadows/50 - CastleRock Communities	Green Meadows*	6,000	140	2.26	0.33	2,598	\$543,190	\$10,864	\$0	\$54,319	\$5,432	\$592,077	\$234	-\$10,864	\$148	2.4%	\$4,483
2	Green Meadows/50 - Brightland Homes	Green Meadows*	6,000	99	0.87	0.33	2,427	\$511,657	\$0	\$30,000	\$56,282	\$5,117	\$543,055	\$227	-\$10,000	\$148	2.4%	\$4,138
3	Creekview Meadows/50 - Pacesetter Homes	Creekview*	6,000	264	5.80	6.33	2,375	\$429,536	\$0	\$0	\$30,068	\$4,295	\$463,899	\$199	-\$10,000	\$71	2.7%	\$3,602
4	Creekview Meadows/50 - Bloomfield Homes	Creekview*	6,000	40	2.29	2.29	2,719	\$504,257	\$10,085	\$0	\$60,511	\$5,043	\$559,725	\$211	-\$6,000	\$71	2.6%	\$4,280
5	Creekview Meadows/50 - Stonehollow Homes	Creekview*	6,000	263	2.93	2.93	2,541	\$465,657	\$0	\$30,000	\$46,566	\$4,657	\$486,879	\$196	\$0	\$71	2.7%	\$3,764
6	Keeneland/40 - History Maker Homes	Aubrey	4,800	69	0.90	0.67	2,248	\$378,823	\$10,000	\$0	\$18,941	\$3,788	\$391,553	\$179	-\$15,000	\$54	1.9%	\$2,758
7	Keeneland/40-50 - Pacesetter Homes	Aubrey	4,800	68	4.07	4.07	2,058	\$397,676	\$0	\$0	\$0	\$3,977	\$401,653	\$210	-\$10,000	\$54	1.9%	\$2,828
8	Keeneland/50 - History Maker Homes	Aubrey	6,000	70	1.67	1.00	2,625	\$424,615	\$10,000	\$0	\$29,723	\$4,246	\$448,584	\$176	-\$15,000	\$54	1.9%	\$3,152
9	Keeneland/50 - Impression Homes	Aubrey	6,000	70	0.39	0.33	1,914	\$355,317	\$28,425	\$0	\$53,298	\$3,553	\$383,743	\$205	-\$10,000	\$54	1.9%	\$2,704
10	Sandbrook Ranch/45 - Highland Homes	Sandbrook Ranch*	5,400	516	6.24	1.00	2,292	\$473,323	\$15,000	\$0	\$56,799	\$4,733	\$519,855	\$230	-\$10,000	\$65	2.3%	\$3,828
11	Sandbrook Ranch/50 - Highland Homes	Sandbrook Ranch*	6,000	357	4.60	6.67	2,475	\$531,298	\$15,000	\$0	\$90,321	\$5,313	\$611,931	\$250	-\$10,000	\$65	2.3%	\$4,495
12	Sandbrook Ranch/50 - David Weekley Homes	Sandbrook Ranch*	6,000	256	3.33	3.67	2,521	\$535,490	\$0	\$0	\$64,259	\$5,355	\$605,104	\$244	-\$16,500	\$65	2.3%	\$4,445
13	Sandbrook Ranch/50 - Coventry Homes	Sandbrook Ranch*	6,000	93	1.38	2.33	3,403	\$691,290	\$0	\$16,000	\$89,868	\$6,913	\$772,071	\$229	-\$20,000	\$72	2.3%	\$5,661
14	Edgewood Creek/50 - First Texas Homes	Celina	5,750	301	5.06	1.67	2,801	\$572,283	\$28,614	\$15,000	\$68,674	\$11,446	\$608,789	\$222	-\$20,000	\$71	2.4%	\$4,543
15	Sutton Fields/50 - Mattamy Homes	Sutton Fields*	6,000	38	6.85	6.85	3,037	\$603,026	\$0	\$0	\$54,272	\$6,030	\$663,328	\$223	-\$15,000	\$45	2.2%	\$4,811
16	Sutton Fields/Tradition/50-60 - D.R. Horton	Sutton Fields*	6,000	804	8.33	13.33	2,231	\$507,800	\$20,000	\$0	\$0	\$5,078	\$492,878	\$225	\$0	\$45	2.3%	\$3,598
Total Units - CMA: 216				Average:	3.56	3.36	2,516	\$495,300	\$9,200	\$5,688	\$48,400	\$5,311	\$534,100	\$216	-\$11,100	\$72	2.3%	\$3,943
				Median:	3.13	2.31	2,498	\$506,000	\$10,000	\$0	\$54,300	\$5,060	\$531,500	\$222	-\$10,000	\$65	2.3%	\$3,983

Base Price Positioning of the Subject

Competitive Market Assessment

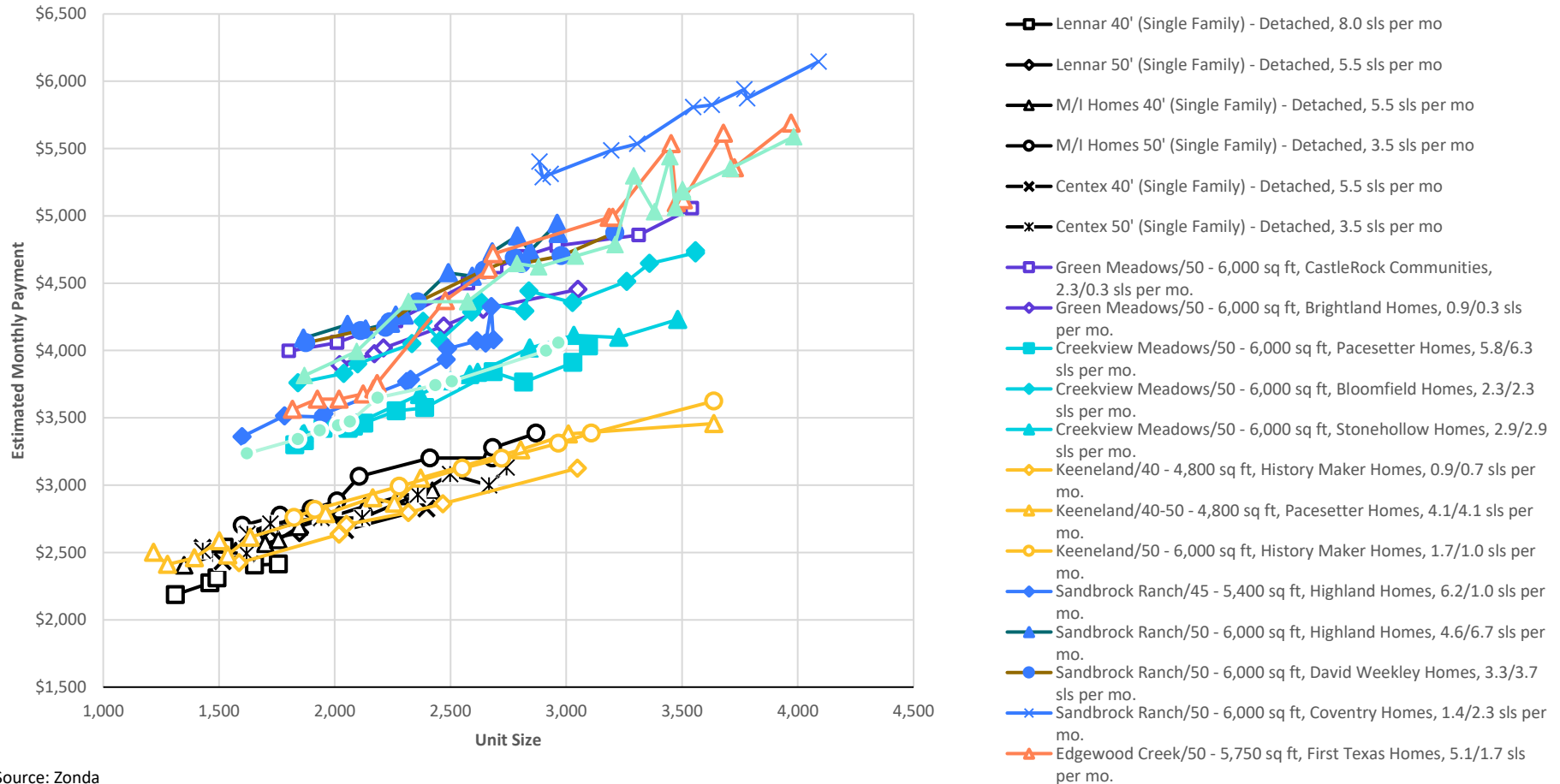
The concluded base prices at the Subject Property (based on currently listed prices at the Subject Property) position the Subject as the most affordable community in the competitive set. Subject Property prices are shown in black on the chart below. Prices are significantly lower than all surveyed properties in the competitive market area. At these prices, we expect average absorption paces to be higher than the surveyed communities. Given this market position, there may be the potential for builders to raise prices in the future.



Monthly Payment Positioning of the Subject

Competitive Market Assessment

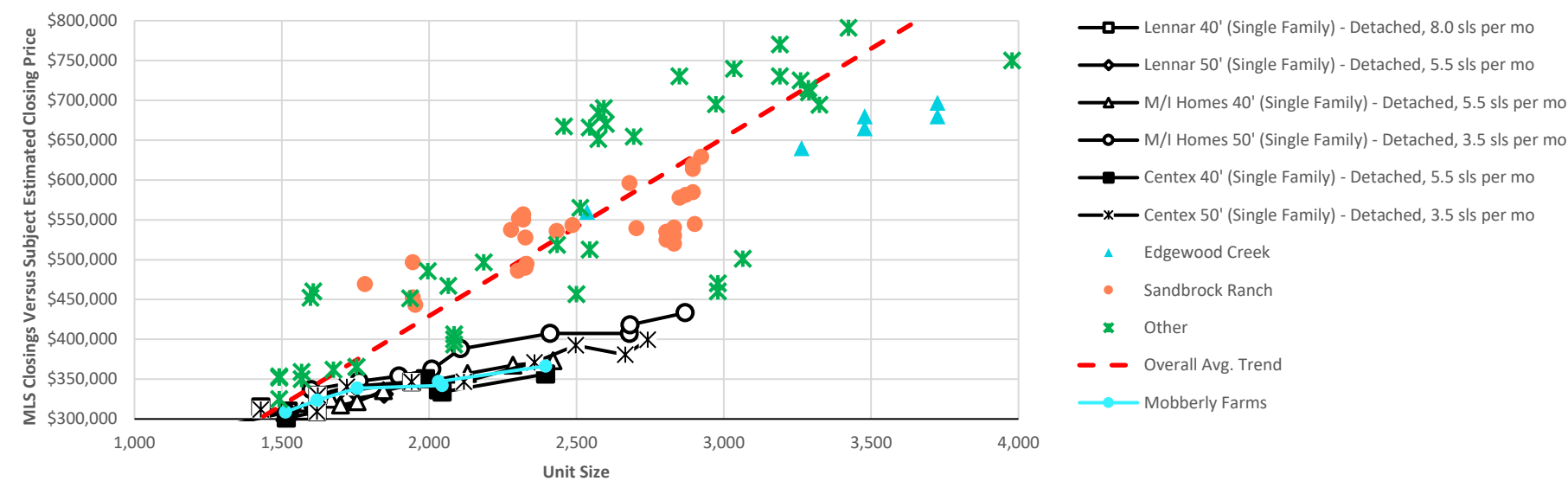
After factoring in projected spending on options/upgrades and lot premiums, as well as incentives and tax rates (inclusive of projected improvement district assessments), the Subject's positioning remains similar to base pricing. Despite the Subject Property's relatively high total tax rate of 3.1% (including PID assessments), its projected monthly home payments remain below all of the surveyed competition except for Keeneland, which has a lower tax rate (1.9%).



Source: Zonda

Sale Price Positioning: MLS New Home Sales in the CMA (Last 90 Days)
Competitive Market Assessment

Pricing at the Subject Property is supported by recent closings in the CMA reported by the MLS. Between May and August 2024, the MLS reported 146 closings of new homes in the CMA at an average closing price of \$574,368 (\$217/SF). The projected average closing price at the Subject Property of \$322,123 (\$183/SF) falls well below this average and is consistent with actual closing prices at Mobberly Farms (shown in light blue on the chart below).

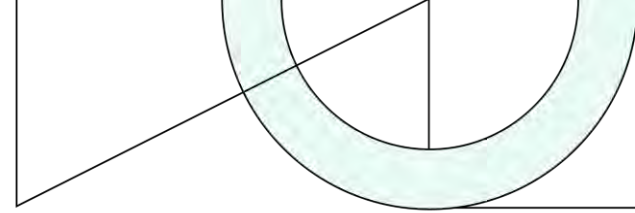


Source: Zonda

Ref	Reference Area	Date Range	Sales	Pace Overall	Year Built	Lot Size	BedS	Bath	Avg. Sq. Ft.	Net Price	Price Per Square Foot
A	Edgewood Creek	May-24 to Jun-24	6	4.16	2023	6,150	4.67	4.33	3,368	\$653,658	\$196
B	Green Meadows	May-24 to Jun-24	4	4.07	2023	7,459	4.00	4.25	3,297	\$644,750	\$197
C	Mobberly Farms	May-24 to Jul-24	6	2.90	2024	4,418	3.67	2.67	1,893	\$337,677	\$181
D	Mosaic	May-24 to Jul-24	16	6.42	2024	7,267	4.38	4.06	2,975	\$765,297	\$260
E	Sandbrock Ranch	May-24 to Jul-24	42	15.43	2024	6,946	4.10	4.10	2,911	\$631,226	\$218
F	Other	May-24 to Aug-24	72	25.53	2024	6,536	3.90	2.96	2,364	\$507,978	\$213
Market Average			Total Sales - 146		2024	6,676	4.03	3.49	2,636	\$574,368	\$217
Market Median					2024	6,098	4.00	3.00	2,561	\$551,150	\$218

Starts, Closings, & Inventory

Competitive Market Assessment



Sandbrock Ranch is the absorption leader among the surveyed comparable properties, with 313 annual closings between 3Q23 and 2Q24. Edgewood Creek closed 166 homes over the same period with just one builder and lot size (higher prices than those projected at the Subject Property). Given these two data points and Mobberly Farms own closing volume of 349 homes in 2023, Zonda’s projection of 354 closings per year (with six builder programs) at the Subject Property is reasonable.

Active Projects	Annual Starts			Annual Closings			VDL Inventory		2Q24 VDL Inventory		Future Lots	Remaining
	2Q24	2Q23	Peak	2Q24	2Q23	Peak	2Q24	2Q23	Months	Years	2Q24	Years
Edgewood Creek	175	61	212	166	0	166	65	240	4.5	0.4	567	3.6
Green Meadows	33	67	281	102	205	211	1	34	0.4	0.0	4,959	150.3
Keeneland	50	0	50	0	0	0	229	0	55.0	4.6	0	4.6
Mobberly Farms	128	347	347	238	203	359	253	139	23.7	2.0	846	8.6
Sandbrock Ranch	302	175	392	313	259	313	164	336	6.5	0.5	738	3.0
Sutton Fields	416	210	520	300	309	409	303	328	8.7	0.7	453	1.8
Totals:	1,104	860	1,802	1,119	976	1,458	1,015	1,077	11.0	0.9	7,563	7.8

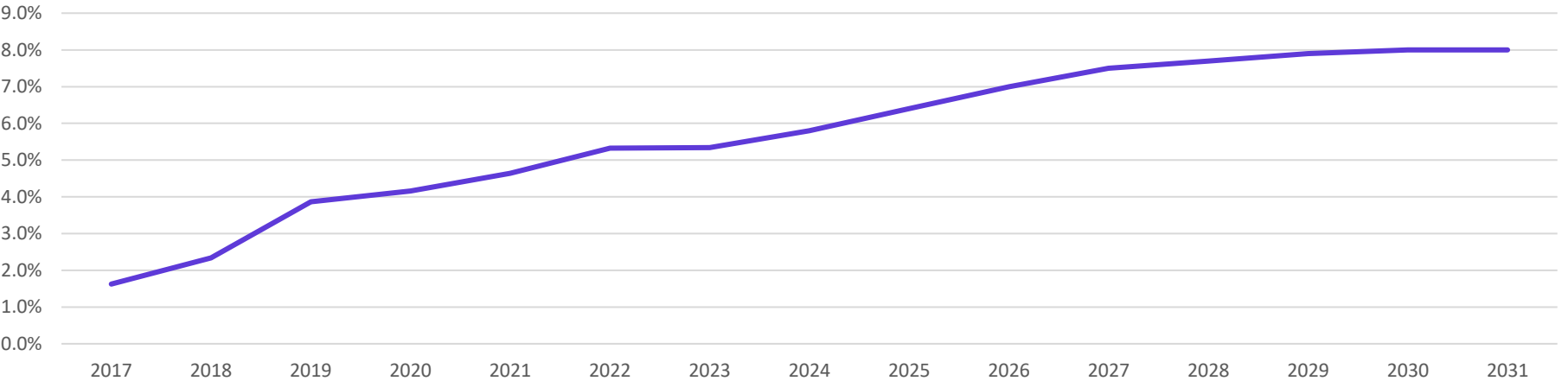
CMA and Subject Property Absorption

Competitive Market Assessment

The CMA’s (definition shown in the Appendix) share of Dallas-Fort Worth MSA new home closings has grown in recent years, rising from 1.6% in 2017 to 5.3% in 2023 (and 5.8% in the first half of 2024). Our forecast of closings in the CMA assumes that its share of MSA closings continues to grow, reaching 8.0% in 2030. An increase in the CMA’s share of MSA closings appears inevitable because of the number of active developments (including the Subject Property) that have recently started sales, the expansion of the Dallas North Tollway (which will improve accessibility to the entire region), and the strong reputation of area schools (attractive for family buyers). In 2022, the Subject Property’s closings represented 14.4% of all closings in the CMA. Its peak share of future closings in the CMA is estimated at 12.2% in 2025.

	Single-Family Closings														
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Dallas-Fort Worth MSA (Moody's SF Starts)	34,766	36,136	36,015	43,278	51,681	43,999	42,854	42,189	40,628	43,100	43,168	42,455	43,000	43,000	43,000
Dallas-Fort Worth MSA (Zonda Closings)	31,863	32,470	34,597	40,653	44,666	46,249	45,506	42,521	41,409	41,864	43,134	42,811	42,727	43,000	43,000
CMA Closings (Zonda)	518	759	1,338	1,691	2,072	2,463	2,429	2,466	2,650	2,930	3,235	3,296	3,375	3,440	3,440
CMA Share of DFW MSA Closings (Zonda)	1.6%	2.3%	3.9%	4.2%	4.6%	5.3%	5.3%	5.8%	6.4%	7.0%	7.5%	7.7%	7.9%	8.0%	8.0%
Subject Property Sales (Actual and Projected)						18	349	131	322	354	294	247	147	99	35
Subject Property Share of CMA Closings (Actual and Projected)							14.4%	5.3%	12.2%	12.1%	9.1%	7.5%	4.4%	2.9%	1.0%

CMA Share of Dallas-Fort Worth MSA Single-Family Closings
(Historical and Projected)



Build-out of Competitive Supply in the CMA

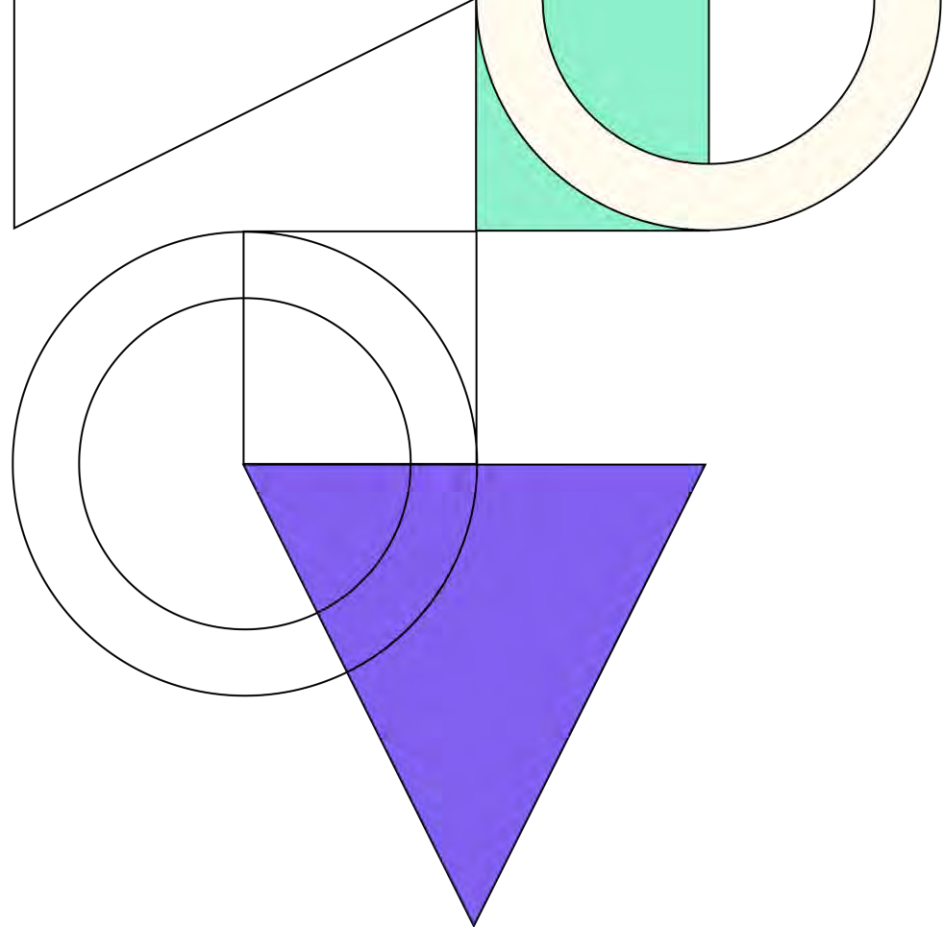
Competitive Market Assessment

Zonda identified 27 actively-selling subdivisions with at least one start in the last 12 months in the CMA as of 2Q24. Together, these subdivisions closed a total of 2,492 homes from 3Q23 through 2Q24. Several of these communities are nearing sell-out, including Enclave at Pecan Creek, Winn Ridge, and Light Farms. The combination of likely growing demand in the CMA (see previous page) coupled with the sell-out of these communities means demand should be sufficient to support the projected absorption forecast at the Subject Property and reasonable absorption rates at the competing communities. Nonetheless, with the projected ramp-up in sales at the Subject Property and at communities such as Creekview Meadows, Cross Creek Meadows, North Sky, and Uptown Celina, competition for buyers in the CMA is likely to be intense over the next five years.

Community	Lot Size Range	Closings (3Q2023-2Q2024)	Share of CMA Closings	Finished Spec Homes	VDL	Paper Lots	Total Future Supply	2024	2025	2026	2027	2028	2029	2030	2031
Sandbrook Ranch	50'-70'	313	12.6%	17	164	738	919	310	333	276	Built Out	Built Out	Built Out	Built Out	Built Out
Sutton Fields (Celina)	50'-70'	300	12.0%	9	706	1,022	1,737	297	319	353	389	379	Built Out	Built Out	Built Out
Mobberly Farms	40'-50'	238	9.6%	3	253	846	1,102	131	322	354	294	247	147	99	35
Winn Ridge	50'-60'	217	8.7%	18	3	0	21	21	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Enclave at Pecan Creek, The	40'-70'	210	8.4%	0	189	0	189	189	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Cambridge Crossing (Celina)	40'-74'	196	7.9%	15	139	1,221	1,375	199	200	200	225	250	300	369	Built Out
Edgewood Creek	50'	166	6.7%	14	65	567	646	164	177	195	110	Built Out	Built Out	Built Out	Built Out
Light Farms/Sweetwater	45'-60'	126	5.1%	5	0	0	5	5	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Light Farms/Laurel and Bartlett	50'-60'	126	5.1%	9	89	0	98	98	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Green Meadows (Celina)	50'-70'	102	4.1%	4	1	4,959	4,964	104	161	194	221	240	324	421	436
Woodstone (Providence Village)	50'-55'	83	3.3%	1	112	101	214	82	88	44	Built Out	Built Out	Built Out	Built Out	Built Out
Light Farms/Hazel	60'	68	2.7%	1	0	0	1	1	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Light Farms/Brenham	40'	60	2.4%	5	38	0	43	43	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Cottages, The (Celina)	35'-45'	60	2.4%	3	92	102	197	59	64	71	3	Built Out	Built Out	Built Out	Built Out
Union Park/Del Webb	41'-60'	58	2.3%	4	0	0	4	4	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Greenway (Celina)	60'	57	2.3%	7	32	0	39	39	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Light Farms/Cypress	60'	44	1.8%	0	0	0	0	0	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Light Farms/Graham	50'-70'	34	1.4%	7	27	0	34	34	0	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Glen Crossing	50'-60'	27	1.1%	0	0	0	0	0	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out	Built Out
Mosaic	40'-70'	6	0.2%	15	170	2,144	2,329	6	200	250	250	250	250	250	250
North Preston Lakes Estates	220'-350'	1	0.0%	0	7	8	15	1	1	1	1	1	1	1	1
Uptown Celina / North Square at Upt	40'	0	0.0%	0	75	0	75	1	75	125	200	250	375	375	375
Light Farms/Reagan	40'-50'	0	0.0%	0	748	1,706	2,454	1	1	1	1	1	1	1	1
Mosaic Townhomes	25'-30'	0	0.0%	0	56	300	356	1	1	1	1	1	1	1	1
Legacy Hills (Celina)	48'-60'	0	0.0%	0	453	6,531	6,984	18	450	695	737	661	607	648	576
North Sky Celina	55'-65'	0	0.0%	0	317	461	778	1	75	100	150	225	250	250	250
Creekview Meadows	40'-50'	0	0.0%	0	748	1,706	2,454	3	180	250	243	243	243	264	264
Total		2,492	100.0%	137	2,966	13,714	16,817	1,812	2,647	3,109	2,826	2,748	2,499	2,679	2,190
Demand Potential								2,466	2,650	2,930	3,235	3,296	3,375	3,440	3,440
Excess Demand								655	3	-179	409	548	876	761	1,250
Cumulative Excess Demand								655	657	479	888	1,436	2,313	3,073	4,323

Note: Absorption projections at future communities based on Zonda estimates.

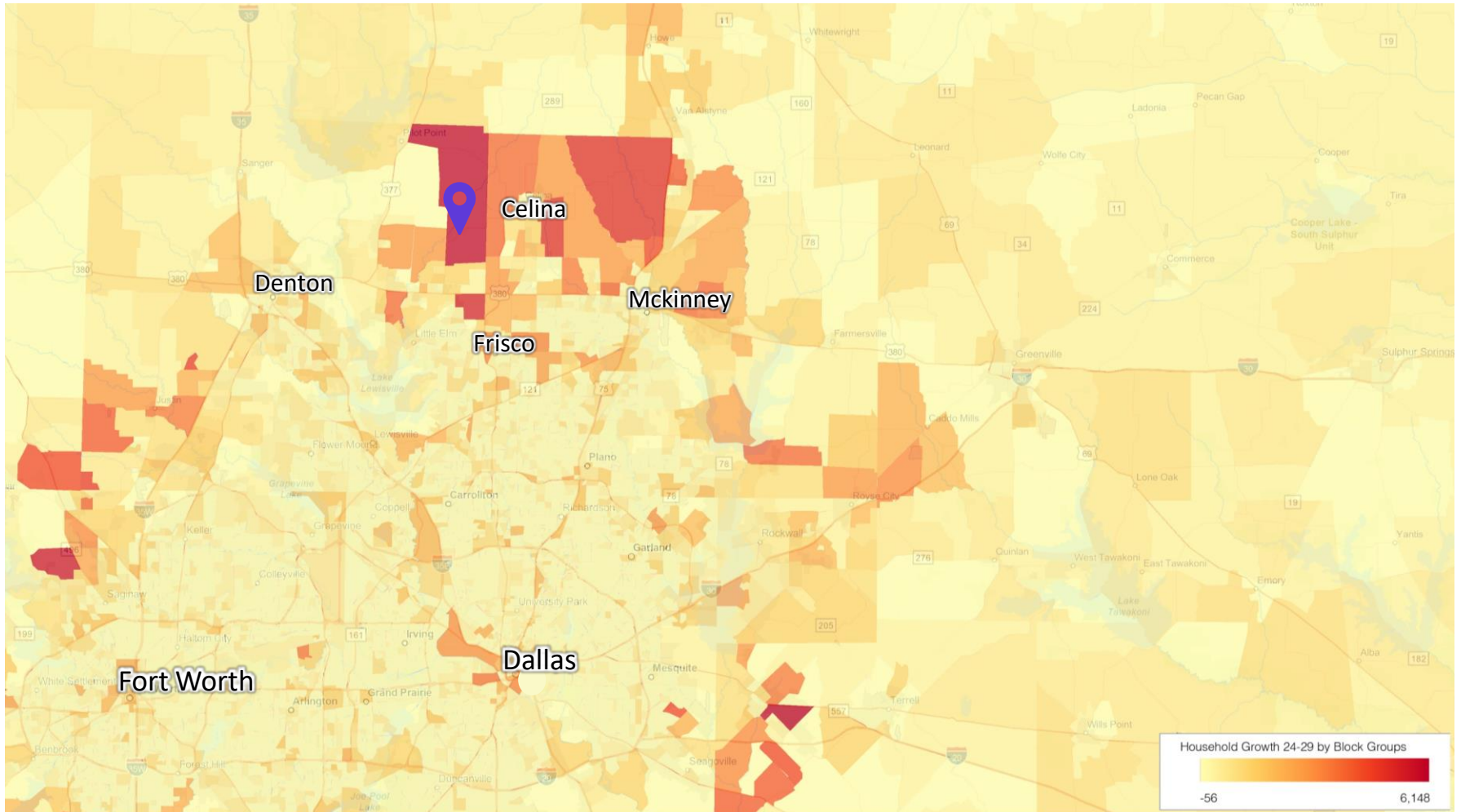
Location Analysis



Household Growth by Zip Code

Location Analysis

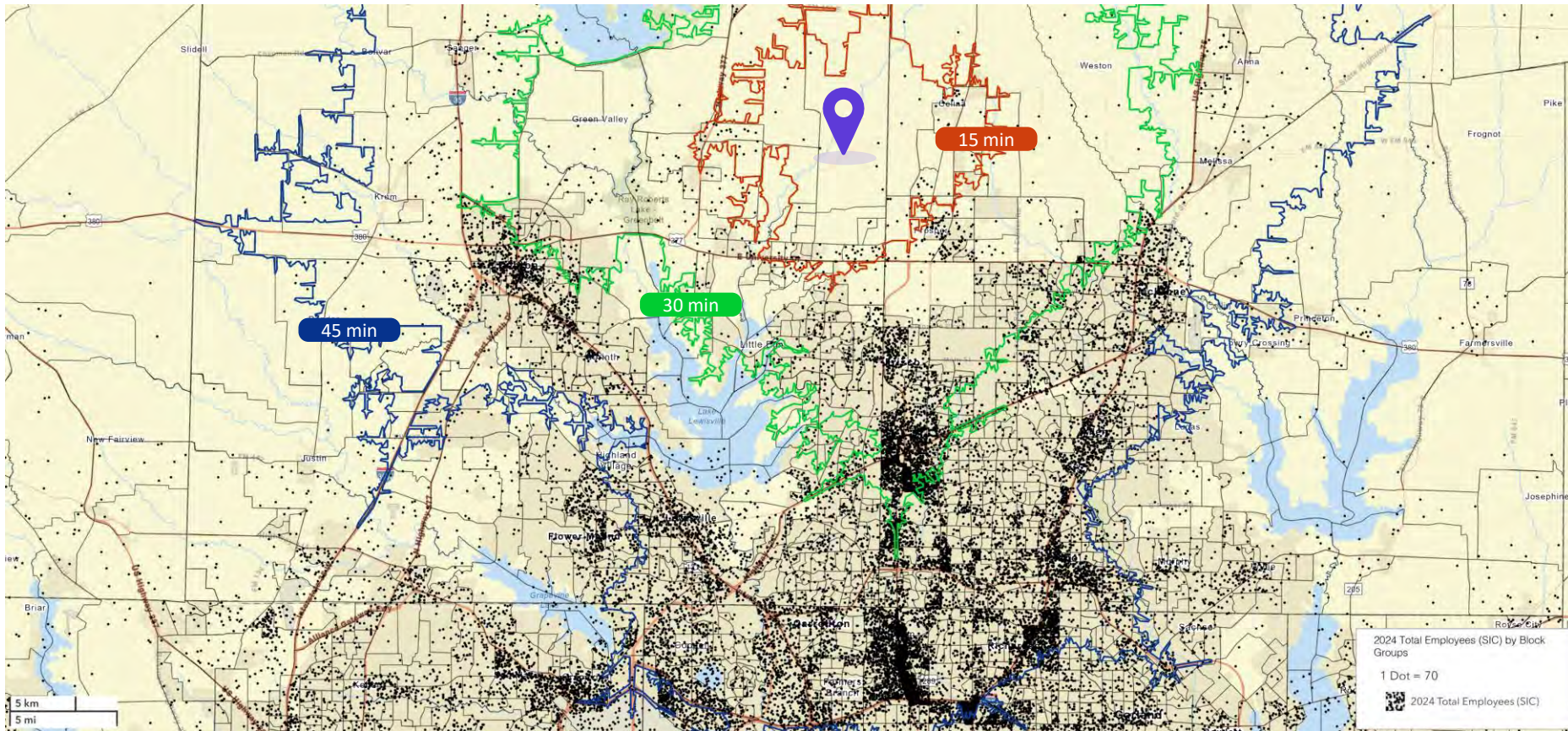
The northern suburbs of the Dallas-Ft. Worth metro area are projected to see strong household growth from 2024 through 2029. The Subject is well-positioned to benefit from this northern push of growth in Collin and Denton Counties (among the strongest projected growth areas across the Metroplex).



Regional Proximity to Employment

Location Analysis

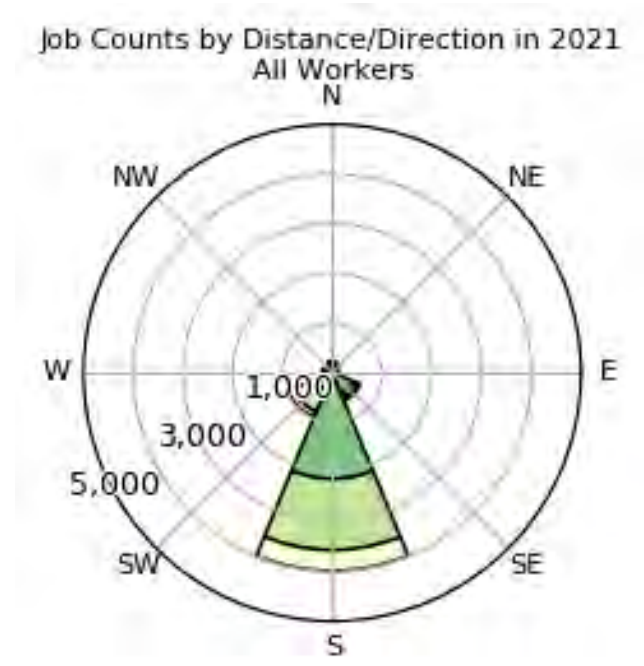
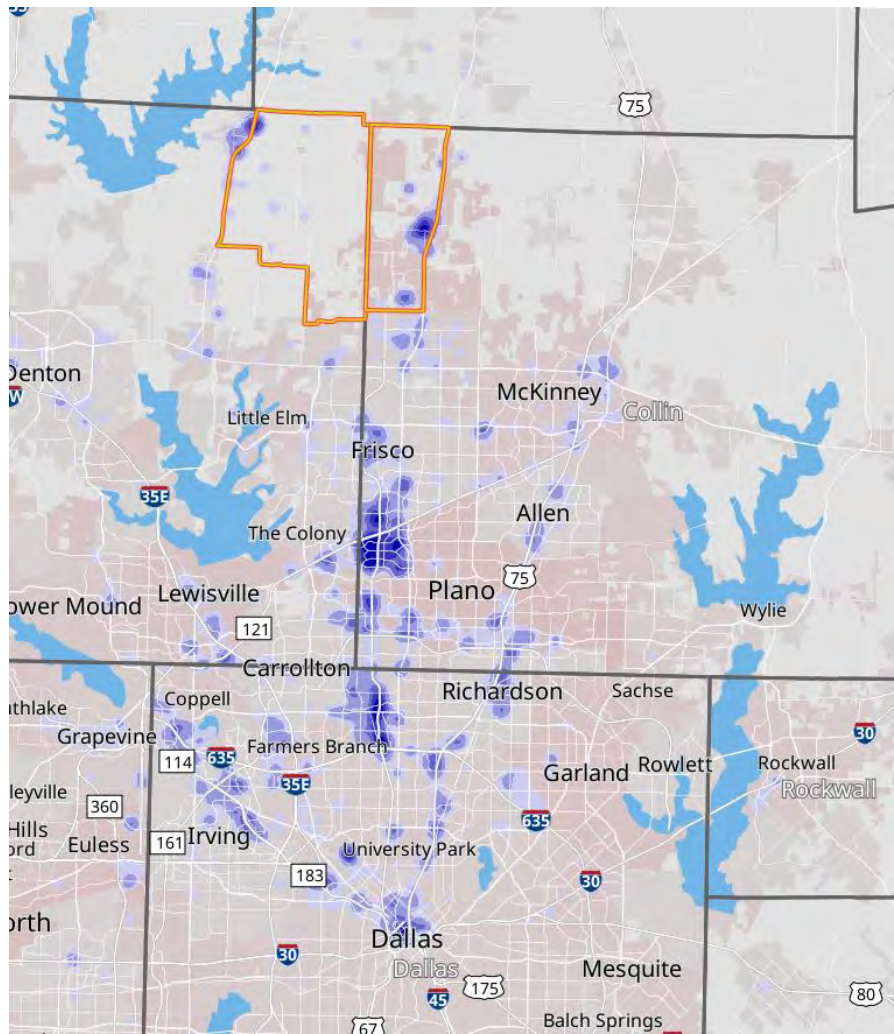
The Subject Property offers reasonable access to employment centers in the Dallas-Ft. Worth MSA via Highway 380 and future extensions of the Dallas North Tollway. Roughly 205,000 jobs are accessible within a 30-minute rush hour drive and 1.1 million jobs are accessible within a 45-minute drive. We expect employment growth will eventually follow households north, bringing even more jobs within a reasonable commute time. Major employers within 30-minutes include T-Mobile, Amerisource, Conifer Health Solutions, and Baylor Medical Center (all in Frisco).



Commute Patterns

Location Analysis

Residents of the CMA tend to work along the Dallas North Tollway (Frisco is a primary destination). Nearly half of existing residents commute more than 25 miles to their workplace. We expect most residents at the Subject will have a similar commute.



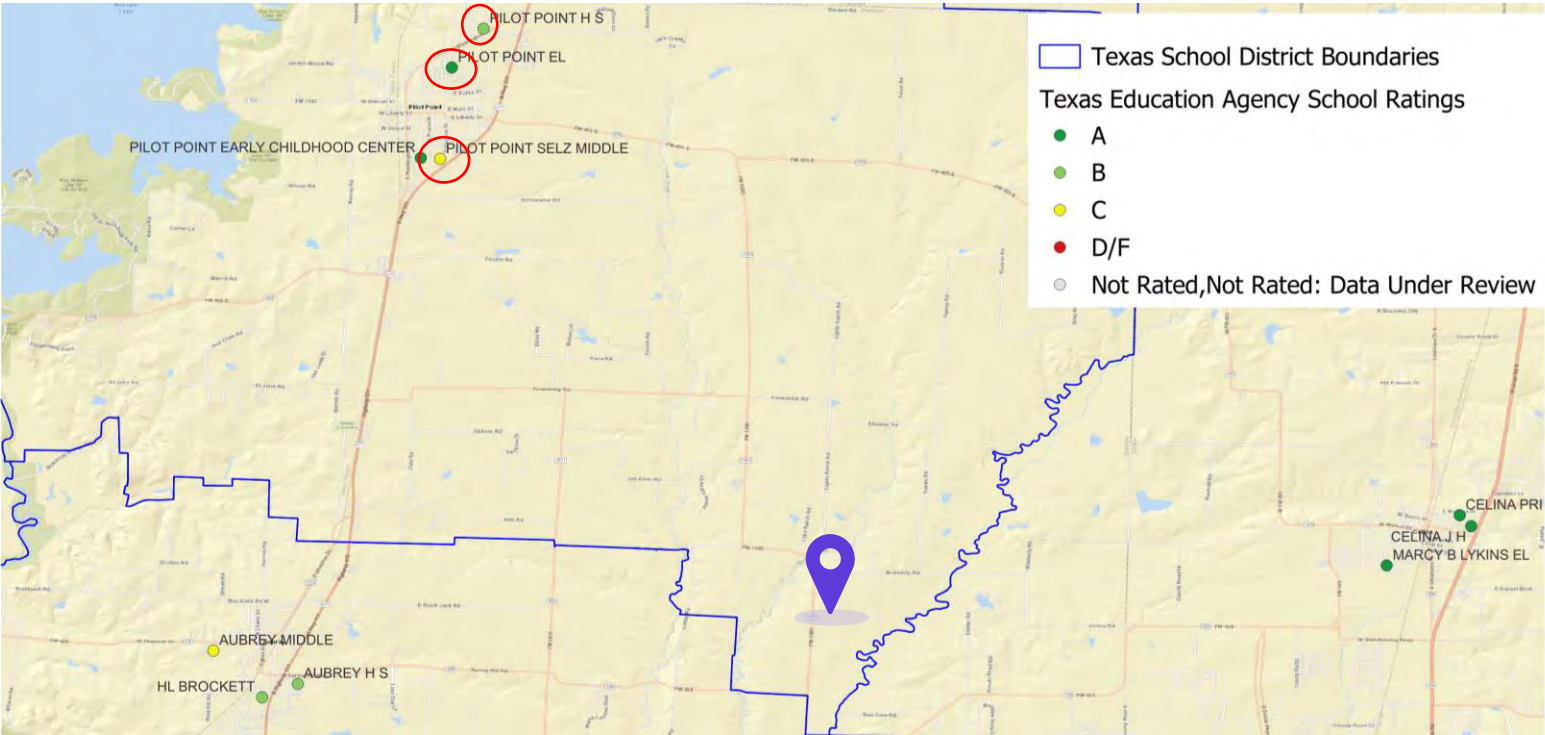
Jobs by Distance - Home Census Block to Work Census Block		
	2021	
	Count	Share
Total Private Primary Jobs	6,394	100.0%
Less than 10 miles	718	11.2%
10 to 24 miles	2,803	43.8%
25 to 50 miles	2,131	33.3%
Greater than 50 miles	742	11.6%

School Performance

Location Analysis

The Subject Property is in the Pilot Point ISD. According to the Texas Education Agency (TEA), the Pilot Point ISD earned a “B” (87) rating and the individual schools serving the Subject also received ratings ranging from “A” to “C”. Although the schools serving the Subject Property are not ranked as highly as those serving the competitive properties in the Celina and Prosper ISDs, they are rated higher than those serving Sandbrock Ranch (Denton ISD), which is priced considerably higher than the Subject Property.

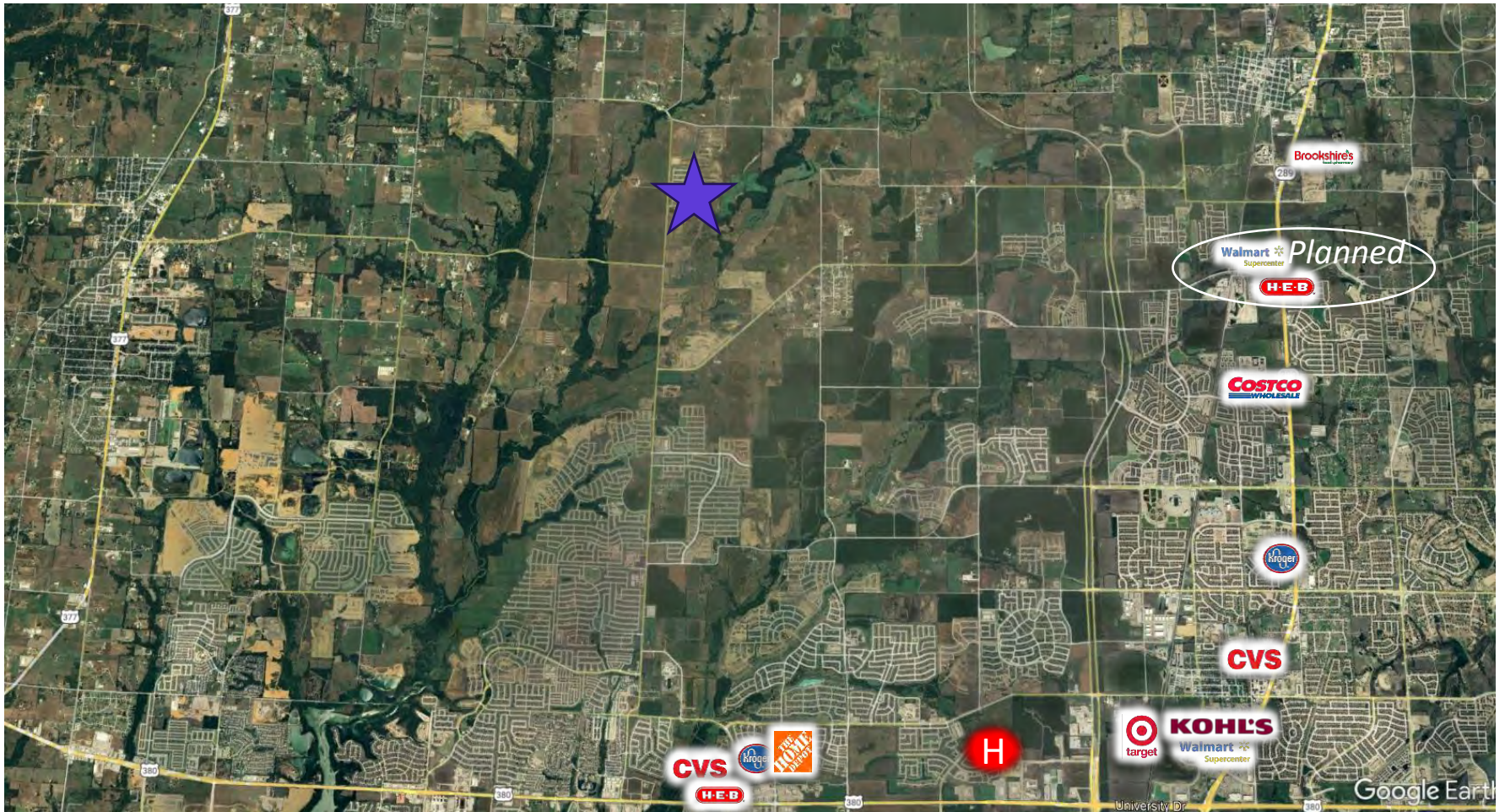
Texas Education Agency School Scores								Average Scores
Project	District	Elementary	TEA Score	Middle	TEA Score	High	TEA Score	Avg. TEA Score
Green Meadows	CELINA ISD	MARCY B LYKINS EL	A/92	MOORE MIDDLE	NA	CELINA H S	A/90	91
Creekview	CELINA ISD	MARCY B LYKINS EL	A/92	MOORE MIDDLE	NA	CELINA H S	A/90	91
Edgewood Creek	PROSPER ISD	CHRISTIE EL	NA	WILLIAM RUSHING MIDDLE	A/90	PROSPER H S	A/92	91
Sutton Fields	PROSPER ISD	CHRISTIE EL	NA	WILLIAM RUSHING MIDDLE	A/90	PROSPER H S	A/92	91
Subject Property	PILOT POINT ISD	PILOT POINT EL	A/92	PILOT POINT SELZ MIDDLE	C/74	PILOT POINT H S	B/86	84
Keeneland	AUBREY ISD	JACKIE FULLER EL	B/82	AUBREY MIDDLE	C/79	AUBREY H S	B/87	83
Sandbrock Ranch	DENTON ISD	SANDBROCK RANCH EL	NA	RODRIGUEZ MIDDLE	C/73	RAY BRASWELL H S	B/82	78

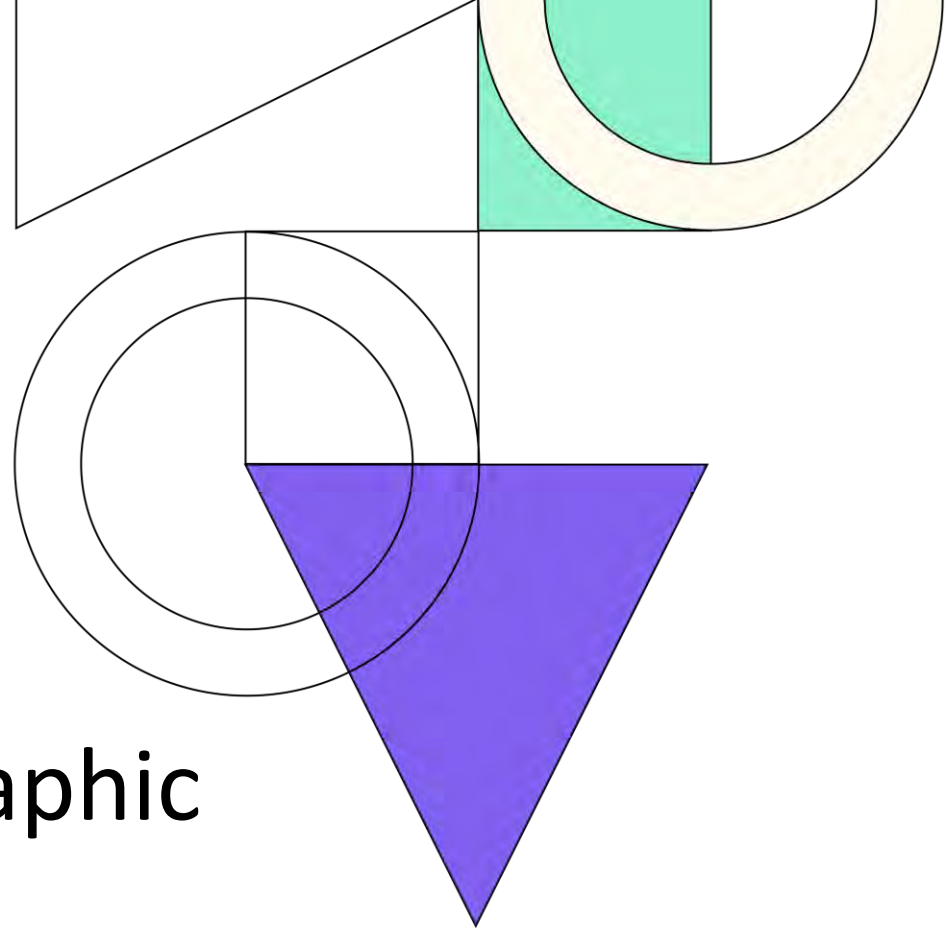


Proximity to Local Services

Location Analysis

The nearest retail and services are about five miles south of the Subject Property at the Windsong Ranch Marketplace along Highway 380. These include a Kroger, CVS, and Home Depot, among others. Additional services, including medical, are located along Highway 380 and about six miles east along the Dallas Parkway. A new shopping center, anchored by an HEB and a Wal-Mart, is planned directly east of the Subject Property.



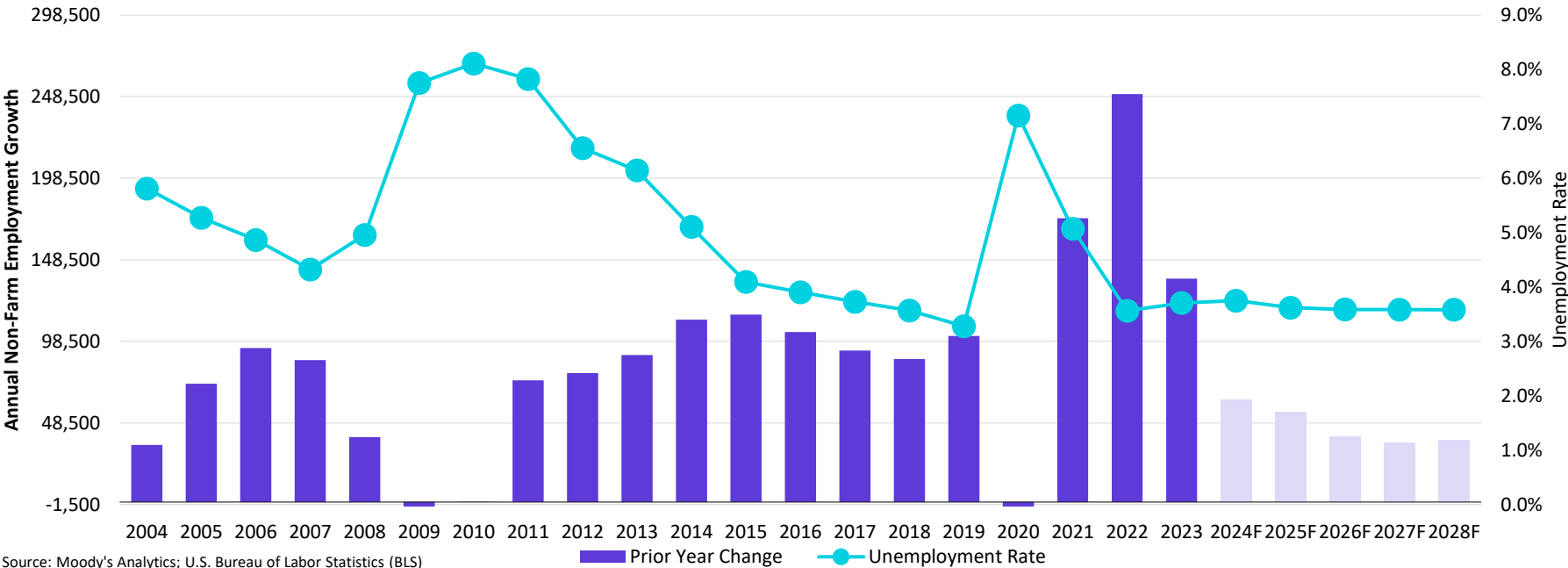


Economic & Demographic Analysis

Employment Growth

Economic & Demographic Analysis

As of July 2024, Moody's baseline forecast calls for steady job growth in the Dallas-Ft. Worth MSA and a low unemployment rate. Moody's anticipates that the Metroplex will add 62,432 jobs in 2024 followed by steady, but below historical average growth of 37,000 to 55,000 new jobs per year through 2028. The unemployment rate is projected to remain steady and low at or below 3.8% through 2028. Note that monthly data from the Federal Reserve shows that the unemployment rate in the Dallas-Ft. Worth MSA ticked up to 4.3% in June 2024, its highest level since Sept. 2021, and continuing an upward trend since April 2024. Still, while job growth has certainly slowed in comparison to 2022 and 2023, Moody's remains confident that job growth will continue and the labor market will remain healthy.



Source: Moody's Analytics; U.S. Bureau of Labor Statistics (BLS)

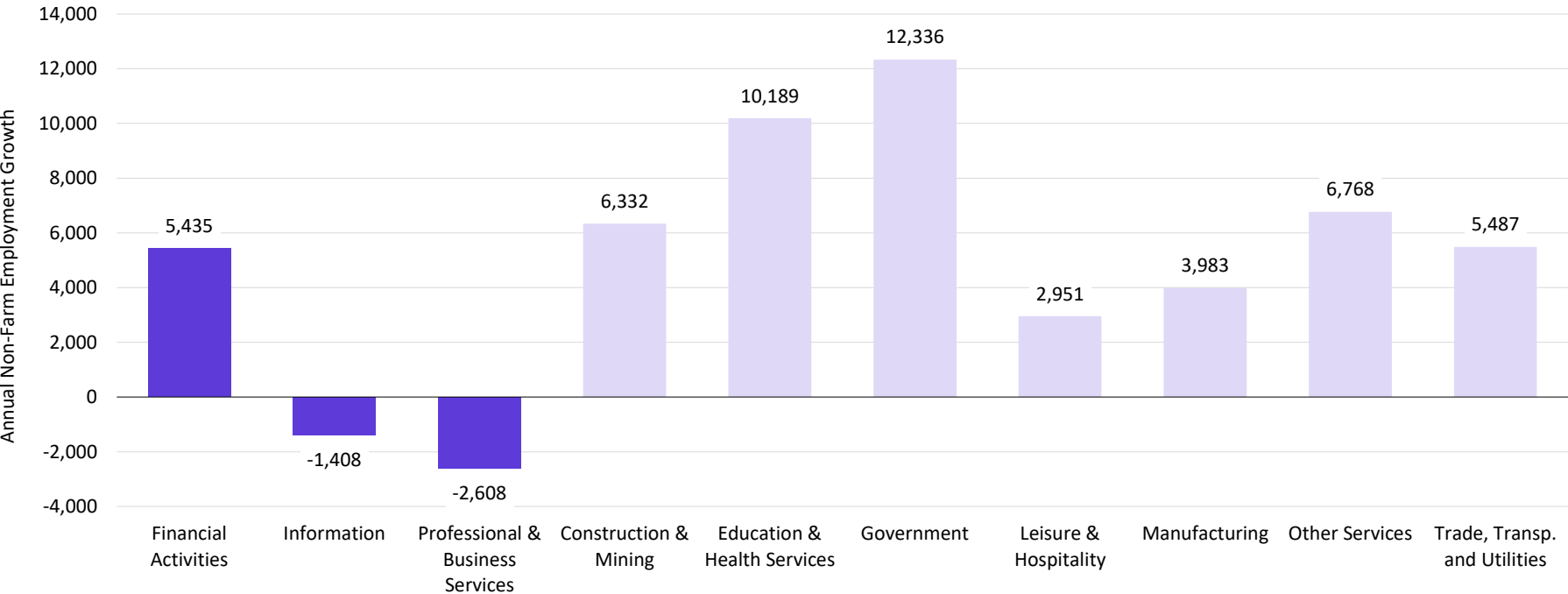
Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Non-Farm Employment	3,286,642	3,401,558	3,505,750	3,598,550	3,686,275	3,788,017	3,667,750	3,841,775	4,091,775	4,228,642	4,291,074	4,346,160	4,386,418	4,422,906	4,460,811
Prior Year Change	111,883	114,917	104,192	92,800	87,725	101,742	(120,267)	174,025	250,000	136,867	62,432	55,086	40,258	36,488	37,905
Annual % Change	3.5%	3.5%	3.1%	2.6%	2.4%	2.8%	-3.2%	4.7%	6.5%	3.3%	1.5%	1.3%	0.9%	0.8%	0.9%
Unemployment Rate	5.1%	4.1%	3.9%	3.7%	3.6%	3.3%	7.2%	5.1%	3.6%	3.7%	3.8%	3.6%	3.6%	3.6%	3.6%

Employment Growth by Sector

Economic & Demographic Analysis

Job growth in the Dallas-Ft. Worth MSA was broad based over the last year. Most industrial sectors added jobs YOY, with Government leading the way with 12,336 jobs added. However, the Professional and Business Services and Information sectors lost jobs YOY. Employment growth in this sector has been flat or slightly negative since 2022, a trend that bears watching given its relatively high salaries.

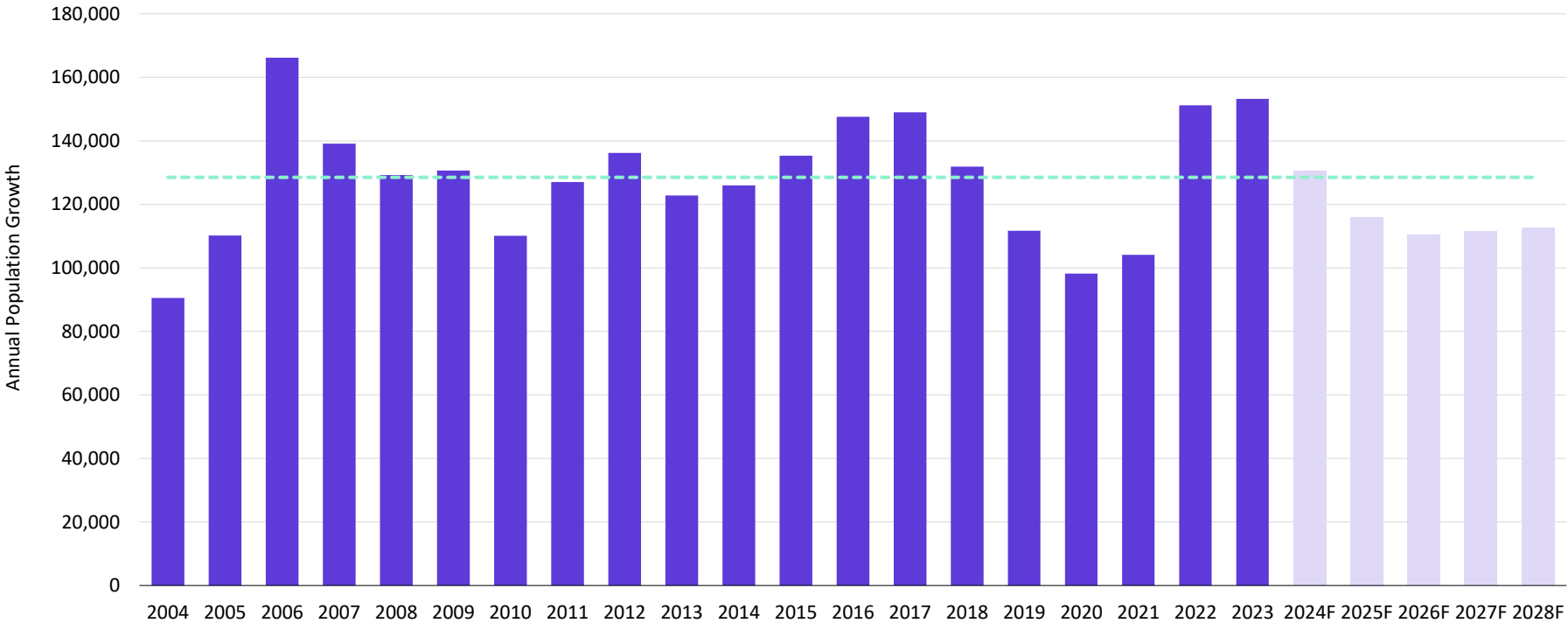


Source: Moody's Analytics; U.S. Bureau of Labor Statistics (BLS)

Category	Financial Activities	Information	Professional & Business Services	Construction & Mining	Education & Health Services	Government	Leisure & Hospitality	Manufacturing	Other Services	Trade, Transp. and Utilities
Current Month (Jul-2024)	373,109	90,553	778,114	235,680	516,709	486,862	429,881	312,052	143,868	905,864
Current Month (Jul-2023)	367,674	91,960	780,722	229,348	506,520	474,526	426,930	308,068	137,100	900,377
12-Month Change	5,435	-1,408	-2,608	6,332	10,189	12,336	2,951	3,983	6,768	5,487

Population Growth
Economic & Demographic Analysis

The Dallas-Ft. Worth MSA added 153,000 people in 2023, a record high since at least 2000. Moody’s projects that growth will slow to 131,000 new residents in 2024 and then fall to approximately 113,000 new residents per year from 2025 through 2028. Although Moody’s projection calls for growth to slow to below the recent historical average of 129,000 new residents per year from 2003 through 2023, the Dallas-Ft. Worth MSA is projected to add more people than any other MSA in the United States from 2024 through 2028.



Source: Moody's Analytics; U.S. Census Bureau (BOC)

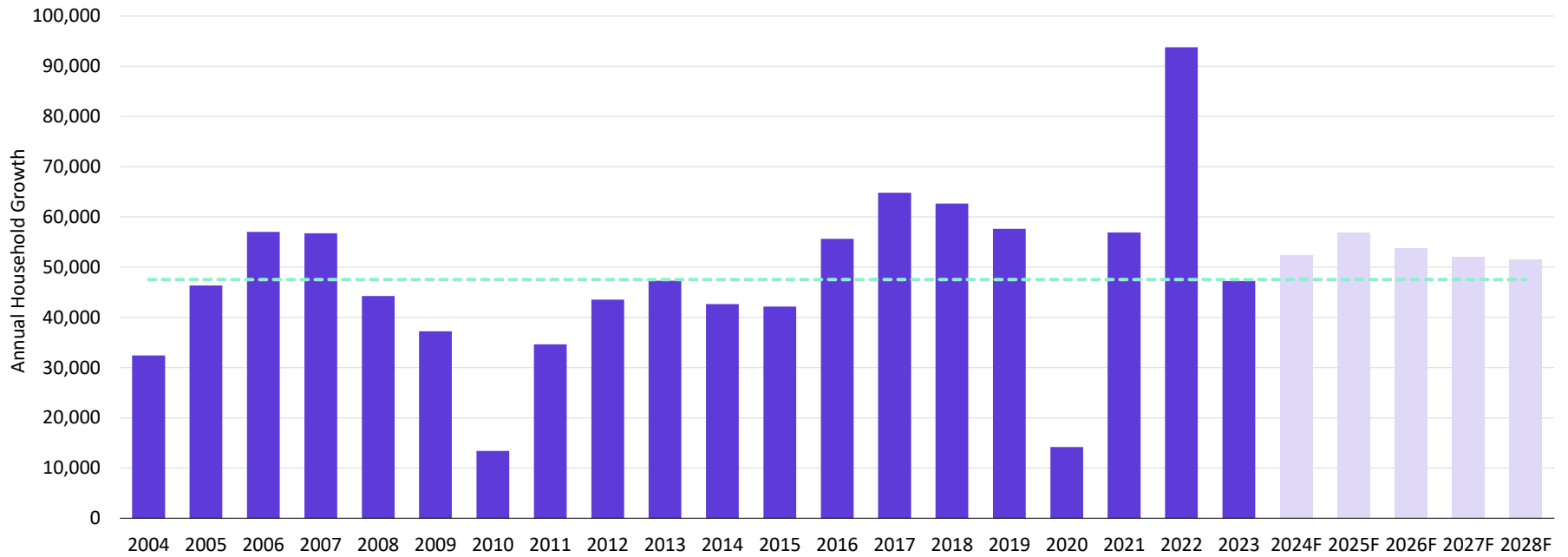
Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Total Population	6,963,792	7,099,129	7,246,673	7,395,626	7,527,477	7,639,194	7,737,415	7,841,509	7,992,697	8,145,916	8,276,368	8,392,410	8,502,831	8,614,251	8,726,739
Prior Year Change	125,964	135,337	147,543	148,953	131,851	111,717	98,220	104,094	151,187	153,220	130,452	116,042	110,421	111,420	112,488
Annual % Change	1.8%	1.9%	2.1%	2.1%	1.8%	1.5%	1.3%	1.3%	1.9%	1.9%	1.6%	1.4%	1.3%	1.3%	1.3%

Household Growth

Economic & Demographic Analysis

In contrast to population growth, Moody’s expects household growth through 2027 to be slightly above historical averages, at 53,000 new households per year. That is about 11% higher than the historical average of 47,000 new households per year from 2003 through 2023.



Source: Moody's Analytics; U.S. Census Bureau (BOC)

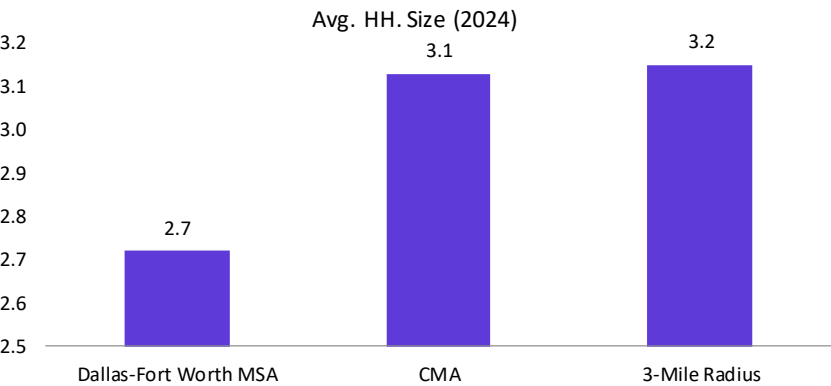
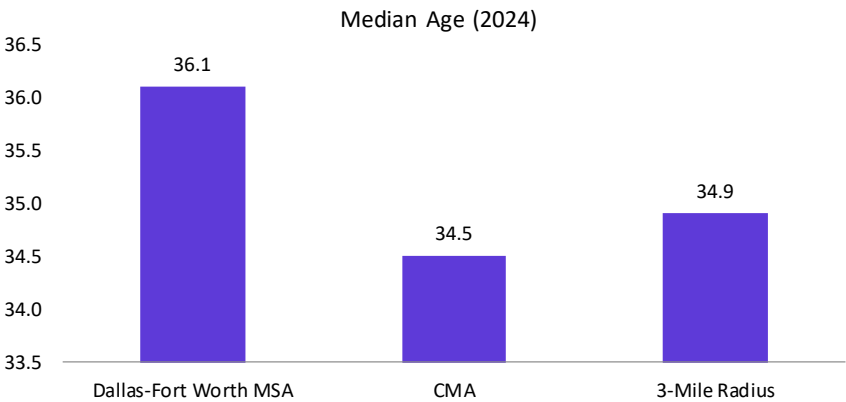
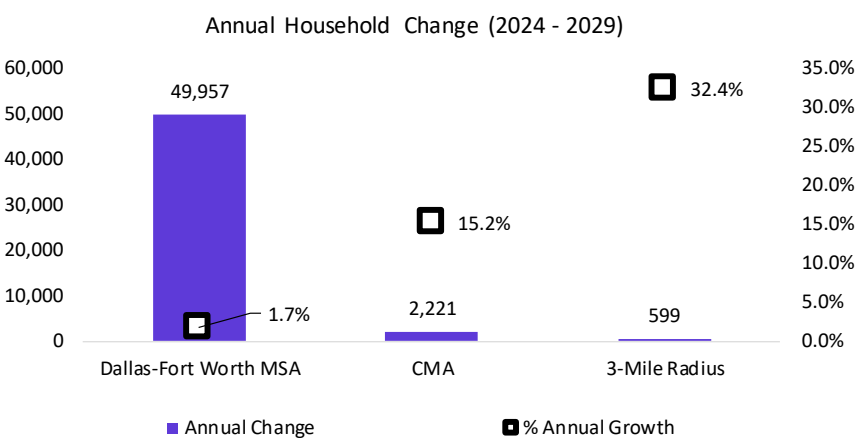
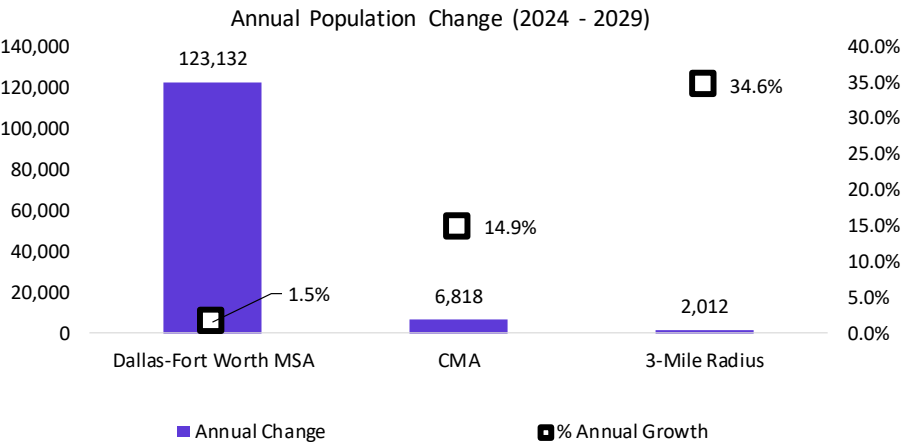
Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Total Households	2,499,972	2,542,116	2,597,769	2,662,559	2,725,217	2,782,823	2,796,994	2,853,893	2,947,685	2,994,887	3,047,289	3,104,117	3,157,822	3,209,787	3,261,267
Prior Year Change	42,623	42,144	55,653	64,790	62,657	57,607	14,171	56,899	93,793	47,202	52,402	56,828	53,705	51,965	51,479
Annual % Change	1.7%	1.7%	2.2%	2.5%	2.4%	2.1%	0.5%	2.0%	3.3%	1.6%	1.7%	1.9%	1.7%	1.6%	1.6%

Demographic Characteristics

Economic & Demographic Analysis

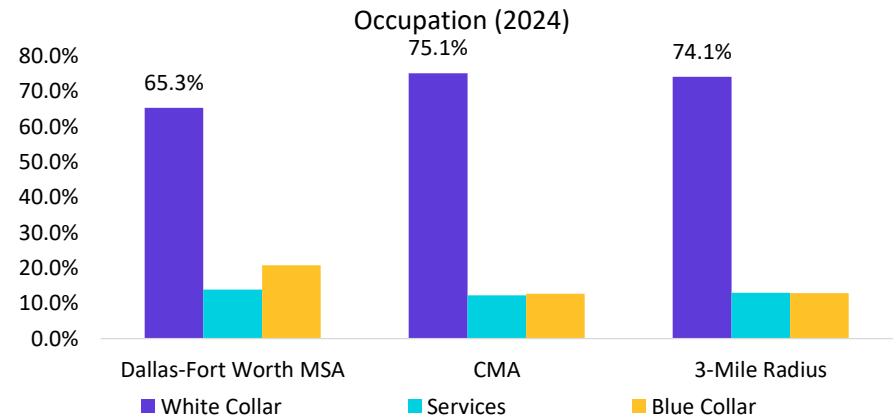
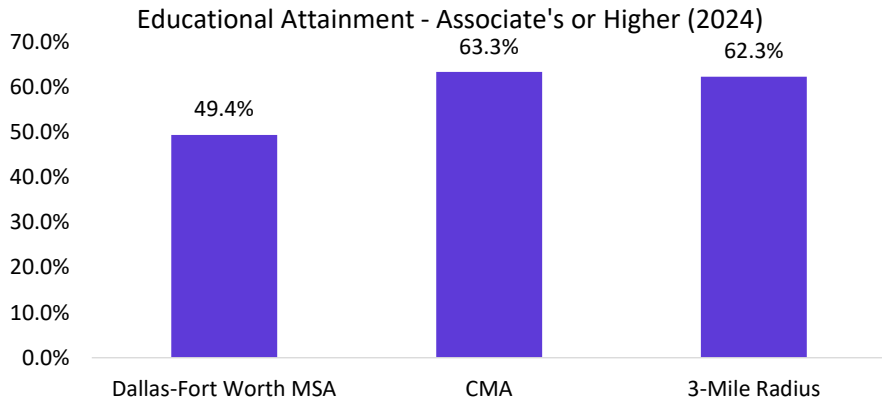
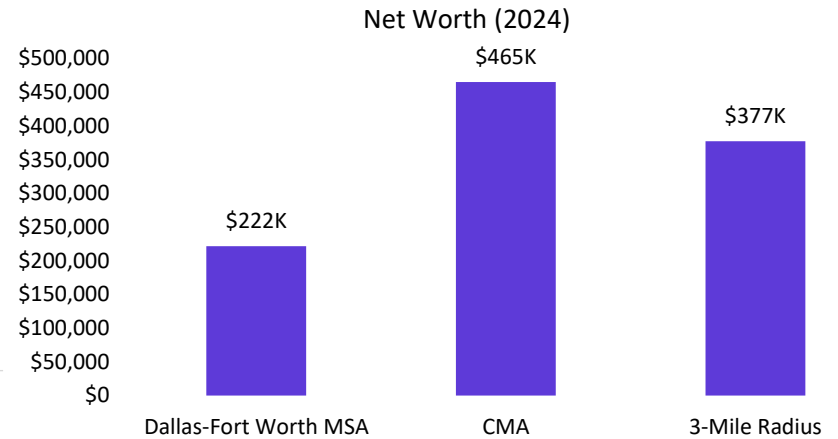
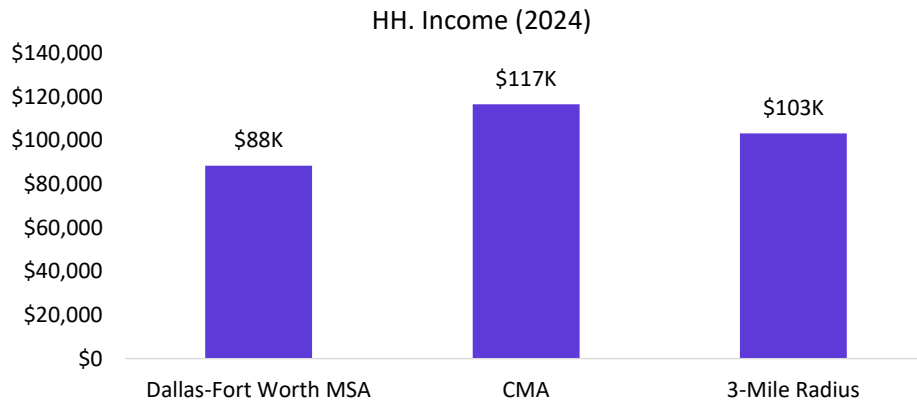
ESRI is projecting household growth of 2,221 new households per year in the CMA from 2024 through 2029. Although it represents a rapid 15.2% average annual growth rate, it is likely an underestimate given the 2,430 single-family housing starts that Zonda counted in the last 12 months ending in 2Q24. Note that the CMA is defined as a collection of Census Tracts around the Subject Property and shown in the Appendix.



Demographic Characteristics

Economic & Demographic Analysis

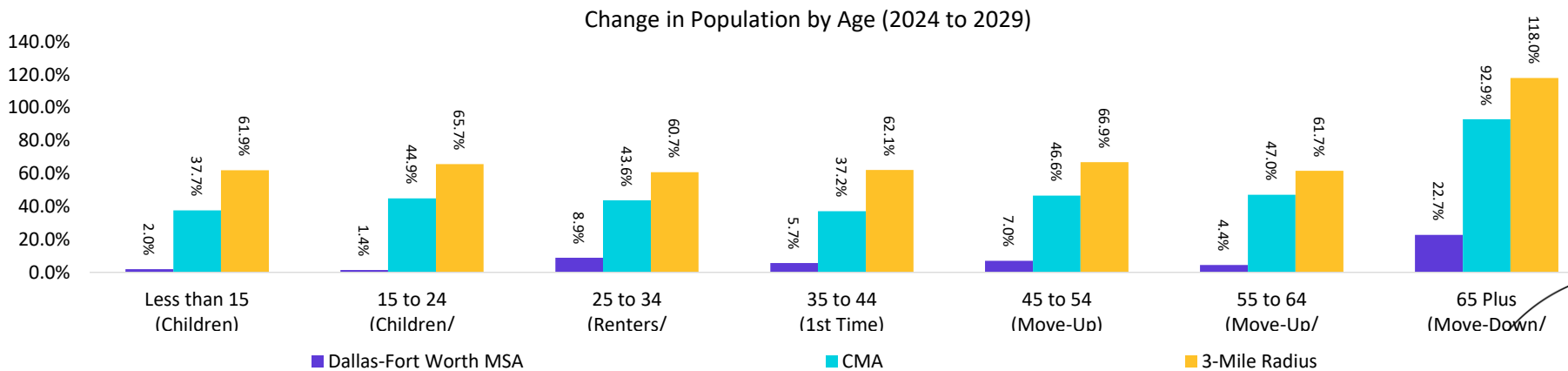
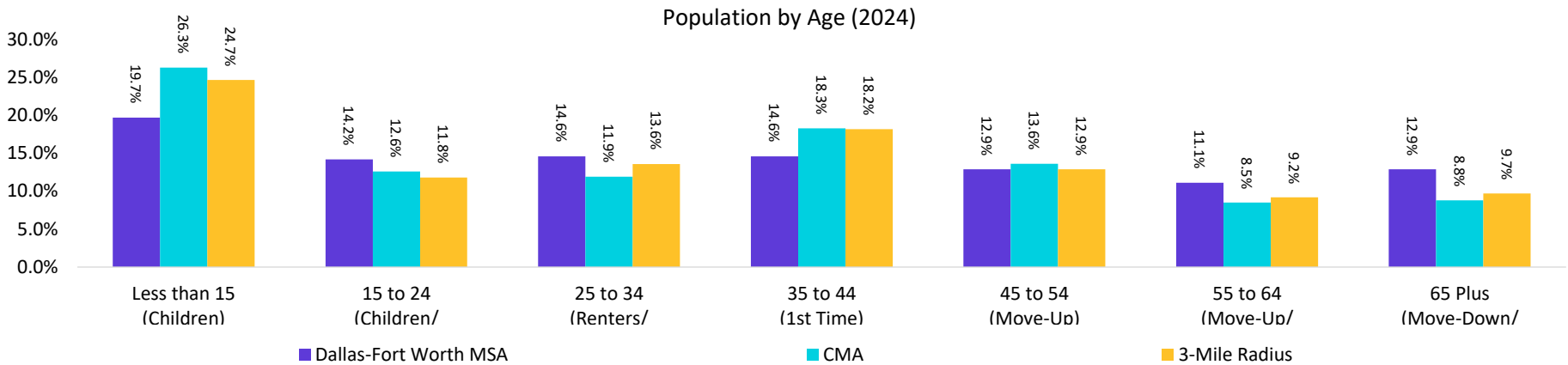
The median annual household income in the CMA (\$117,000) is 33% higher than the median annual household income across the Dallas-Ft. Worth MSA (\$88,000). The CMA also boasts a high median net worth of \$465,000 and a high share of adults with at least associate's degrees (75%). Taken together, these are highly favorable demographics for new for-sale housing development.



Age Distributions

Economic & Demographic Analysis

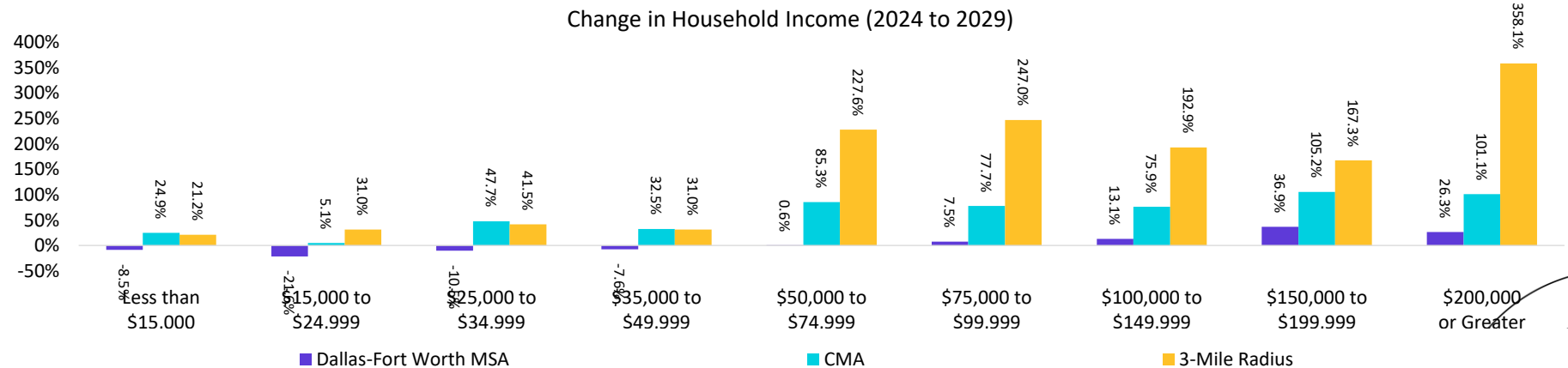
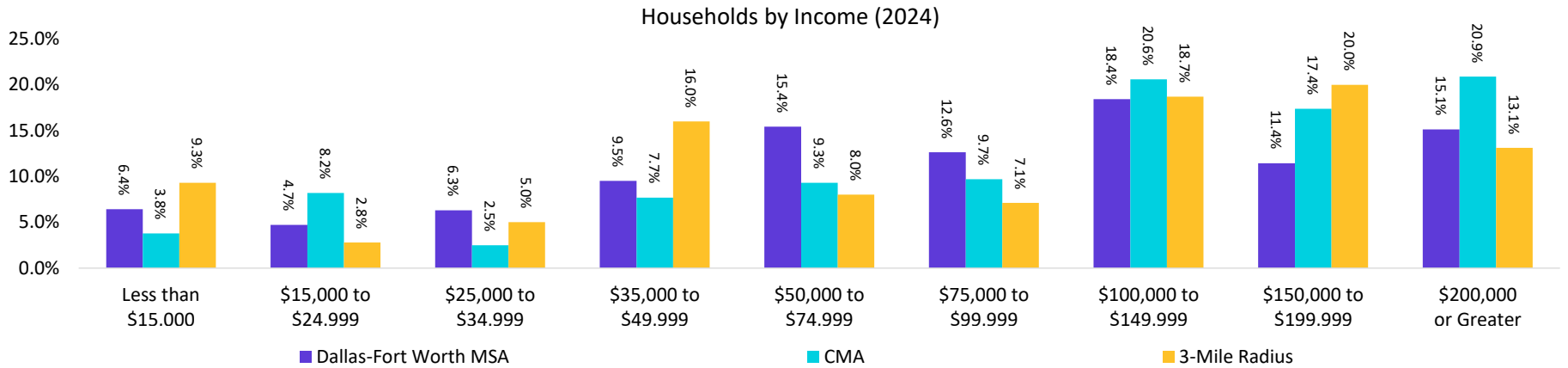
Compared to the Dallas-Ft. Worth MSA, the CMA has a higher concentration of children and a somewhat lower concentration of empty-nesters and retirees. The presence of families speaks to the high quality of schools in the area. We expect families will be a key buyer demographic at the Subject Property. That said, the population of empty-nesters and retirees is expected to see the fastest growth over the next five years.



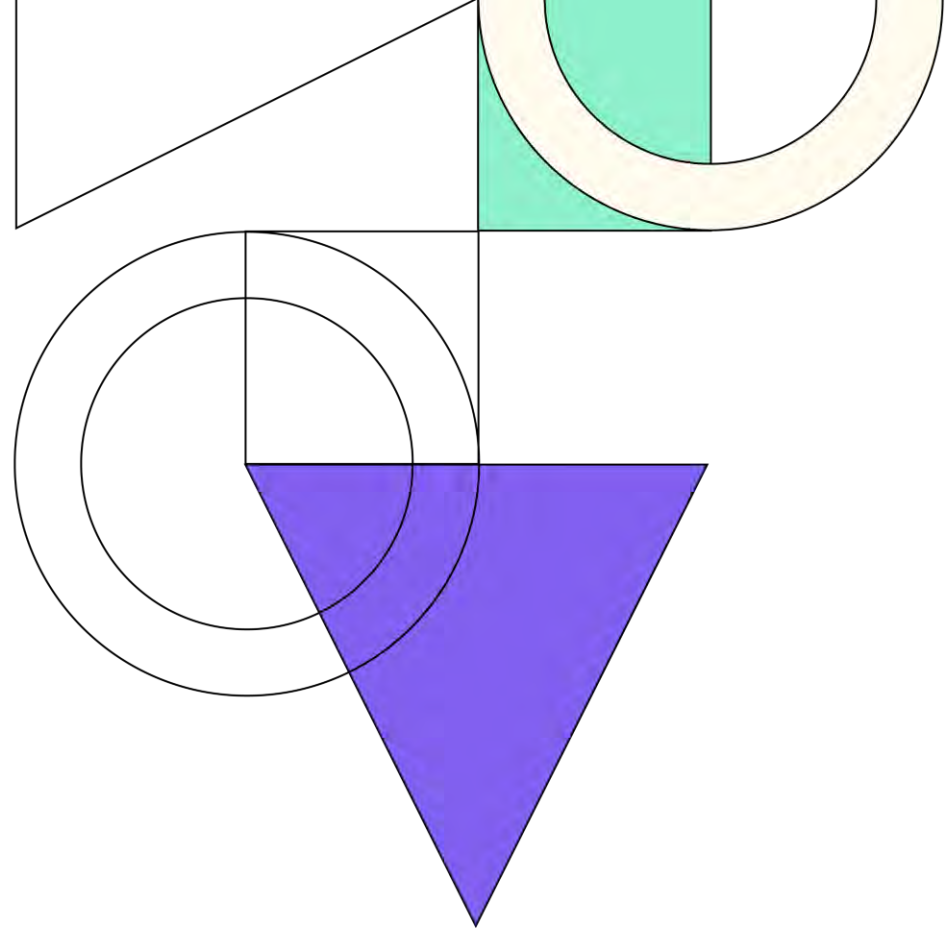
Income Distributions

Economic & Demographic Analysis

62% of households in the CMA earn over \$100,000 per year, compared to 45% of households across the Dallas-Ft. Worth MSA. Based upon our pricing recommendations, households earning over \$100,000 per year will be the likely buyers at the Subject Property. The number of households in income segments above \$100,000 per year are expected to grow by 76% to 105% from 2024 to 2029 in the CMA.



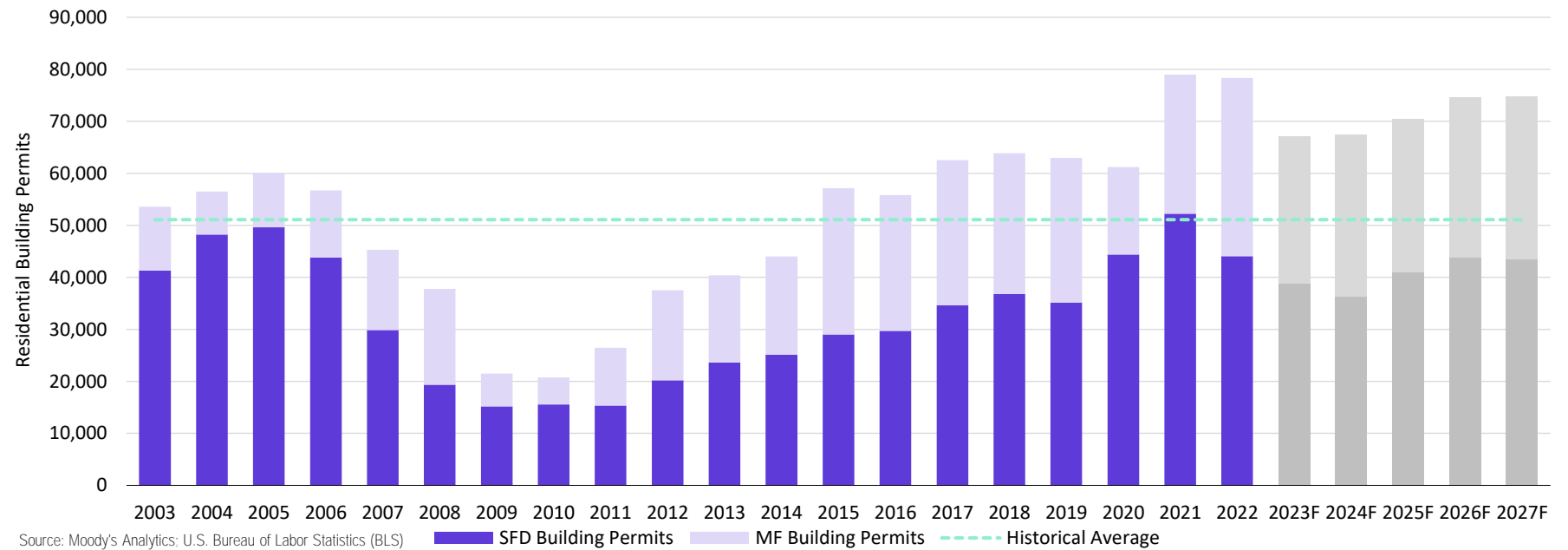
Housing Market Analysis



Building Permits

Housing Market Analysis

Moody's projects that building activity will remain well above historical averages from 2024 through 2027. Single-family permit issuance is projected to average approximately 42,000 permits per year, compared to an average of 33,000 permits per year from 2002 to 2022. Including multifamily permits, the Dallas-Ft Worth MSA is projected to permit approximately 71,000 housing units per year from 2024 through 2027.



Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023F	2024F	2025F	2026F	2027F
Total Building Permits	40,364	43,994	57,146	55,800	62,524	63,893	62,955	61,222	78,997	78,325	67,040	67,395	70,465	74,607	74,743
Annual % Change	7.6%	9.0%	29.9%	-2.4%	12.1%	2.2%	-1.5%	-2.8%	29.0%	-0.9%	-14.4%	0.5%	4.6%	5.9%	0.2%
SFD Building Permits	23,646	25,126	29,038	29,703	34,604	36,832	35,160	44,415	52,224	44,076	38,731	36,263	41,005	43,897	43,538
Annual % Change	16.9%	6.3%	15.6%	2.3%	16.5%	6.4%	-4.5%	26.3%	17.6%	-15.6%	-12.1%	-6.4%	13.1%	7.1%	-0.8%
MF Building Permits	16,718	18,868	28,108	26,097	27,920	27,061	27,795	16,807	26,773	34,249	28,309	31,132	29,461	30,710	31,205
Annual % Change	-3.2%	12.9%	49.0%	-7.2%	7.0%	-3.1%	2.7%	-39.5%	59.3%	27.9%	-17.3%	10.0%	-5.4%	4.2%	1.6%

New Housing Summary

Housing Market Analysis

There are 3,499 vacant lots in the CMA as of 2Q24 and an additional 9,383 lots known to be under development. Many of the lots under development are in a relatively late stage of development and will likely be delivered in the next six months (including many at the Subject itself). Given that this exceeds the pace of annual starts (2,430), the supply of VDL could increase over the near-term in the CMA if not accompanied by a continued increase in new home starts.

2Q24 Activity Attached and Detached	Annual		Lot Delivery	New Housing Inventory				Vacant Developed Lots	Survey Stakes	Future Lots - Capital Improvement					Future Lots Vacant Land
	Starts	Closings		Finished/ Vacant	Under Construction	Models	Total			Equipment Onsite	Excavation	Street Paving	Streets Installed	Total	
Dallas-Fort Worth MSA	44,950	45,153	51,533	7,749	20,290	1,062	29,101	82,476	5	9,960	26,778	30,256	876	67,875	334,403
CMA	2,430	2,581	3,328	139	1,066	53	1,258	3,499	0	114	4,055	4,846	368	9,383	21,368
As a % of Dallas-Fort Worth MSA	5.4%	5.7%	6.5%	1.8%	5.3%	5.0%	4.3%	4.2%	0.0%	1.1%	15.1%	16.0%	0.0%	13.8%	6.4%
		PAST		PRESENT				NEAR/MID-TERM					POTENTIAL FUTURE		

DEFINITIONS

Annual Starts: The number of homes started during the last four quarters. A “start” occurs when a slab or foundation is initiated.

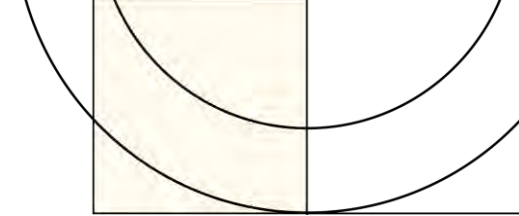
Annual Closings: The # of homes closed during the last four quarters. A “closing” occurs when a home is moved into and occupied. Zonda tracks move-ins, as they are a better indicator of demand than deed deliveries.

Models: Must be fully finished, furnished and decorated.

Finished Vacant: Construction is complete, the site is clean, but there is no evidence of occupancy.

Vacant Developed Lots: Also referred to as “VDL” and “Finished Lots”; a lot on a recorded plat with streets and utilities in place, ready for construction of a new home.

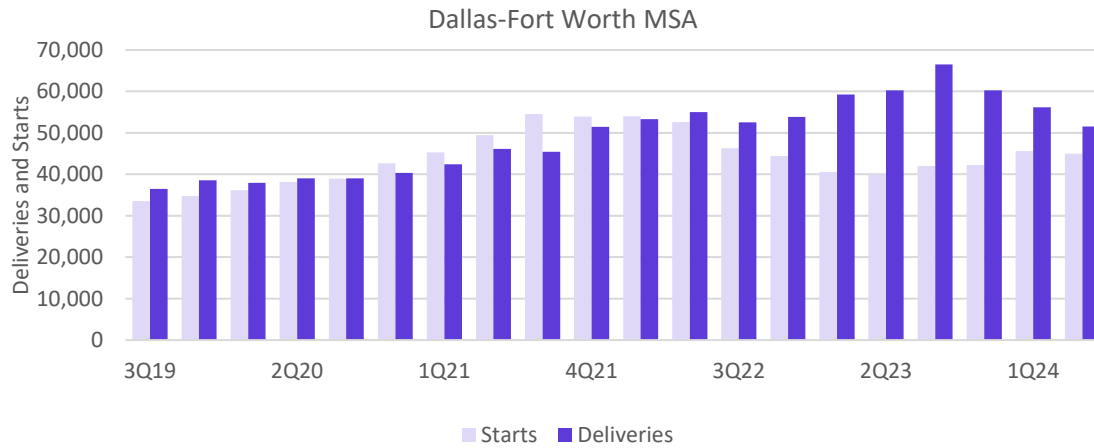
Future Lots: Lots that are platted, but not yet developed.



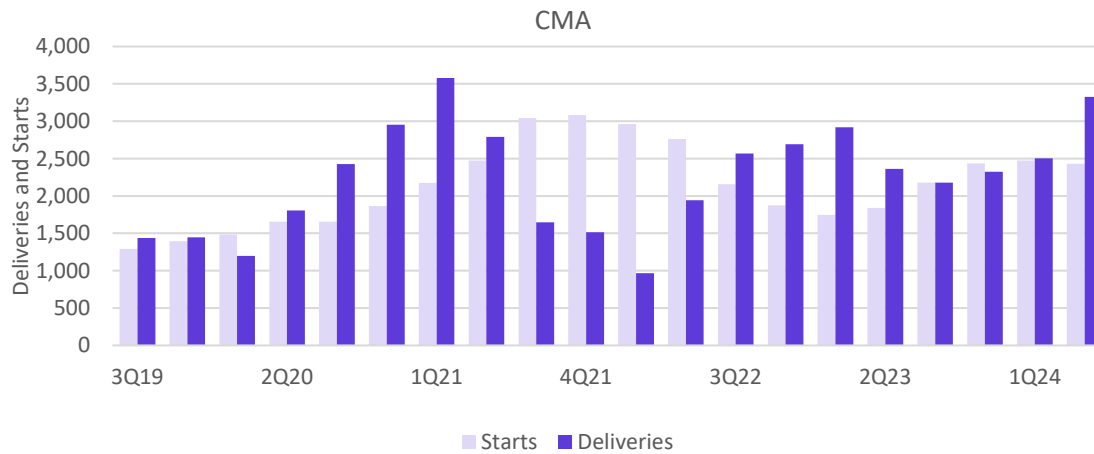
Annual Lot Deliveries

Housing Market Analysis

The pace of annual lot deliveries has outpaced annual starts in the Dallas-Ft. Worth MSA in every quarter since 2Q22. Through 2Q24, annual lot deliveries exceeded starts by 6,583 in the MSA. In the CMA, lot deliveries exceeded starts by 898 lots from 3Q23 through 2Q24.



Source: Zonda

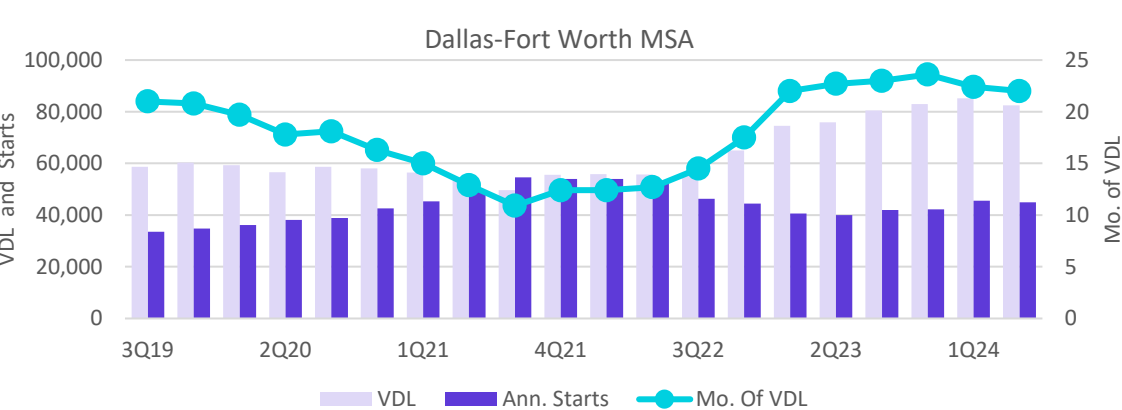


Source: Zonda

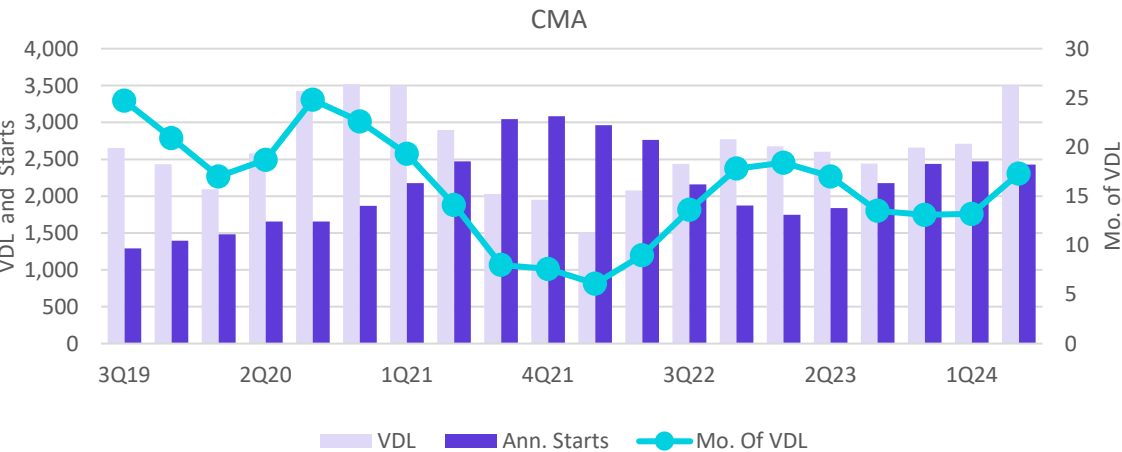
Quarter/ Year	Dallas-Fort Worth MSA			CMA		
	Ann. Lot Deliveries	Ann. Starts	Deliv. to Starts	Ann. Lot Deliveries	Ann. Starts	Deliv. to Starts
4Q20	40,380	42,639	(2,259)	2,953	1,867	1,086
1Q21	42,432	45,273	(2,841)	3,577	2,175	1,402
2Q21	46,168	49,428	(3,260)	2,792	2,472	320
3Q21	45,468	54,552	(9,084)	1,649	3,043	(1,394)
4Q21	51,469	53,947	(2,478)	1,515	3,082	(1,567)
1Q22	53,348	53,976	(628)	968	2,963	(1,995)
2Q22	54,981	52,599	2,382	1,941	2,762	(821)
3Q22	52,580	46,254	6,326	2,567	2,159	408
4Q22	53,853	44,455	9,398	2,692	1,873	819
1Q23	59,226	40,582	18,644	2,920	1,745	1,175
2Q23	60,239	40,052	20,187	2,361	1,838	523
3Q23	66,497	42,006	24,491	2,179	2,177	2
4Q23	60,257	42,237	18,020	2,322	2,436	(114)
1Q24	56,204	45,568	10,636	2,504	2,472	32
2Q24	51,533	44,950	6,583	3,328	2,430	898

Vacant Developed Lots
Housing Market Analysis

Despite the increase in the absolute number of vacant developed lots in the MSA over the last year, growth in the annual pace of starts has kept the months supply of VDL within a balanced range (20-24 months) since 1Q23. As of 2Q24 it stands at 22.0 months in the MSA. In contrast, the CMA has been undersupplied (less than 20 months supply of VDL) in every quarter since 1Q21. That said, with over 9,000 lots currently under development (well over the current pace of starts), the months supply of VDL could increase over the next year.



Source: Zonda



Source: Zonda

Quarter/ Year	Dallas-Fort Worth MSA			CMA		
	VDL	Ann. Starts	Mo. Of VDL	VDL	Ann. Starts	Mo. Of VDL
4Q20	58,062	42,639	16.3	3,520	1,867	22.6
1Q21	56,504	45,273	15.0	3,497	2,175	19.3
2Q21	53,324	49,428	12.9	2,899	2,472	14.1
3Q21	49,676	54,552	10.9	2,031	3,043	8.0
4Q21	55,584	53,947	12.4	1,953	3,082	7.6
1Q22	55,876	53,976	12.4	1,502	2,963	6.1
2Q22	55,706	52,599	12.7	2,078	2,762	9.0
3Q22	56,002	46,254	14.5	2,439	2,159	13.6
4Q22	64,982	44,455	17.5	2,772	1,873	17.8
1Q23	74,520	40,582	22.0	2,677	1,745	18.4
2Q23	75,893	40,052	22.7	2,601	1,838	17.0
3Q23	80,493	42,006	23.0	2,441	2,177	13.5
4Q23	83,002	42,237	23.6	2,658	2,436	13.1
1Q24	85,156	45,568	22.4	2,709	2,472	13.2
2Q24	82,476	44,950	22.0	3,499	2,430	17.3

New Home Starts & Closings by Base Price Range

Housing Market Analysis

Move-up and luxury buyers are the most common segment in the CMA. Roughly 37% of annual starts in the CMA are priced from \$400,000 to \$599,000 while another 33% are priced over \$600,000. Our recommended base prices for the Subject Property (\$268,000 to \$404,000) target relatively underserved, though still established entry-level price segments.

Price Range Distribution of Starts and Vacant Developed Lots (VDLs)

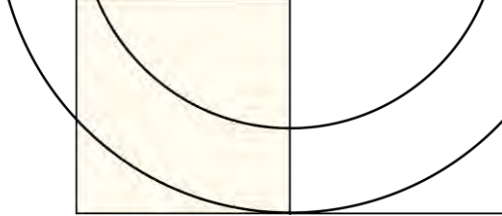
Quarter and Year	\$0 to \$249,000	\$250,000 to \$299,000	\$300,000 to \$349,000	\$350,000 to \$399,000	\$400,000 to \$499,000	\$500,000 to \$599,000	\$600,000 to \$699,000	\$700,000 And Over	Total
---------------------	---------------------	---------------------------	---------------------------	---------------------------	---------------------------	---------------------------	---------------------------	-----------------------	-------

ATTACHED/DETACHED PRODUCT - DALLAS-FORT WORTH MSA

VDL - Mo. Of Supply	20.5	13.3	19.4	21.1	23.5	25.2	20.5	22.1	21.5
STARTS - 2Q24	801	3,143	6,586	7,919	11,129	6,177	3,988	4,621	44,364
% Distribution	1.8%	7.1%	14.8%	17.9%	25.1%	13.9%	9.0%	10.4%	100.0%
VDL - 2Q24	1,369	3,485	10,662	13,906	21,776	12,995	6,829	8,500	79,522
% Distribution	1.7%	4.4%	13.4%	17.5%	27.4%	16.3%	8.6%	10.7%	100.0%

ATTACHED/DETACHED PRODUCT - CMA

VDL - Mo. Of Supply	-	0.4	19.9	25.7	9.4	25.9	13.7	10.4	16.9
STARTS - 2Q24	0	30	350	343	461	416	418	385	2,403
% Distribution	0.0%	1.2%	14.6%	14.3%	19.2%	17.3%	17.4%	16.0%	100.0%
VDL - 2Q24	0	1	579	736	360	899	477	335	3,387
% Distribution	0.0%	0.0%	17.1%	21.7%	10.6%	26.5%	14.1%	9.9%	100.0%



New Home Starts & Closings by Lot Width Range

Housing Market Analysis

50’ and 60’ wide lots account for the bulk of new home starts in the CMA. Together, these lot size segments made up 81% of starts in the CMA from 3Q23 through 2Q24. Both segments have less than 20 months of VDL supply and are therefore undersupplied. While only accounting for 10% to 13% of new home starts in the CMA and the MSA, activity on 40’ to 49’ wide lots is increasing across the market as an offset to higher home prices and affordability concerns.

Lot Size Range Distribution of Starts and Vacant Developed Lots (VDLs)

Quarter and Year	Under 40'	40' to 44'	45' to 49'	50' to 59'	60' to 69'	70' to 79'	80' to 89'	Over 90'	Total
	Wide	Wide	Wide	Wide	Wide	Wide	Wide	Wide	

ATTACHED/DETACHED PRODUCT - DALLAS-FORT WORTH MSA

VDL - Mo. Of Supply	30.5	16.6	15.7	15.6	17.8	17.9	35.0	52.2	19.9
STARTS - 2Q24	3,332	5,545	1,415	20,053	7,817	2,571	751	2,643	44,127
% Distribution	7.6%	12.6%	3.2%	45.4%	17.7%	5.8%	1.7%	6.0%	100.0%
VDL - 2Q24	8,473	7,671	1,848	26,072	11,606	3,833	2,191	11,494	73,188
% Distribution	11.6%	10.5%	2.5%	35.6%	15.9%	5.2%	3.0%	15.7%	100.0%

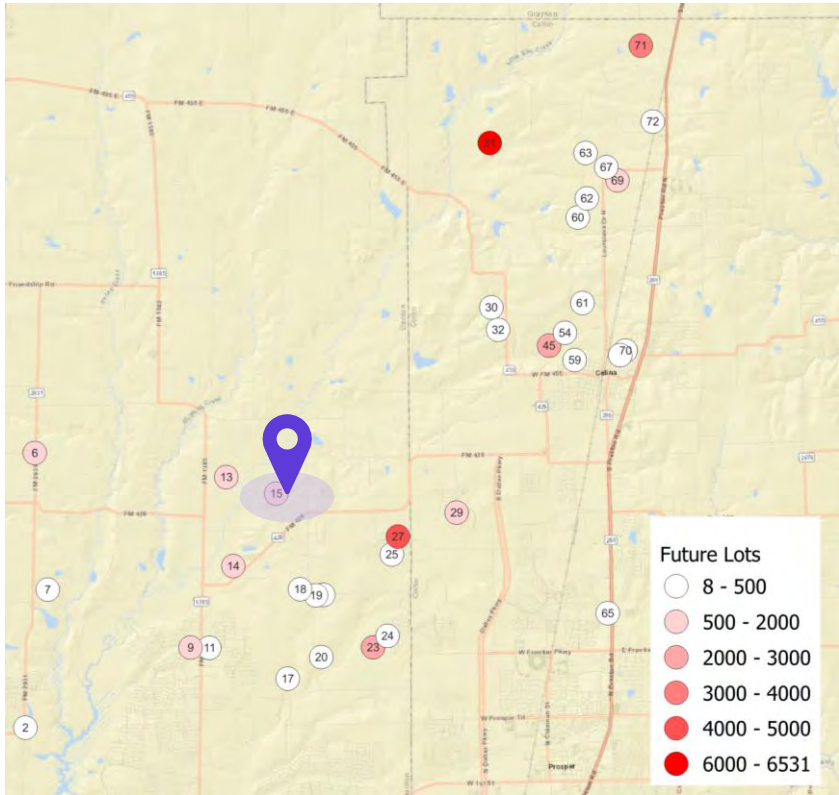
ATTACHED/DETACHED PRODUCT - CMA

VDL - Mo. Of Supply	60.0	39.0	0.5	11.4	7.0	7.7	60.0	42.0	13.3
STARTS - 2Q24	29	248	78	1,311	642	109	5	2	2,424
% Distribution	1.2%	10.2%	3.2%	54.1%	26.5%	4.5%	0.2%	0.1%	100.0%
VDL - 2Q24	145	805	3	1,250	377	70	25	7	2,682
% Distribution	5.4%	30.0%	0.1%	46.6%	14.1%	2.6%	0.9%	0.3%	100.0%

Location of CMA Future Lot Supply

Housing Market Analysis

A total of 30,751 undeveloped lots received either preliminary or final approval in the CMA. Of this total, 9,383 lots (30.5% of total lots) are showing some physical signs of development activity (stakes, equipment, excavation, paving, streets, etc.). The lots under development will likely be delivered over the next three to four quarters. Note that the majority (57%) of the lots under development are in the Legacy Hills development.



Map Key	Community	Developer	Lots Under Development	"Paper" Lots	Total Future Lots
31	Legacy Hills (Celina)	Centurion American Development, Dynavest	5,358	1,173	6,531
27	Green Meadows (Celina)	Tomlin Investments	458	4,501	4,959
71	Razor Ranch	NA	0	3,800	3,800
45	UpTown Celina / The Ranch at Uptown	Rockhill Capital & Investments	240	2,040	2,280
23	Mosaic	NA	414	1,730	2,144
15	Creekview Meadows (Pilot Point)	Centurion American Development	0	1,475	1,475
29	Cambridge Crossing (Celina)	Cambridge Company, Inc	100	1,121	1,221
13	Mobberly Farms	Centurion American Development	455	391	846
69	Hubbard Tract	NA	0	764	764
9	Sandbrook Ranch	Highland Homes	388	350	738
14	Edgewood Creek	NA	285	282	567
6	Saratoga (Aubrey)	Ladd Holdings	0	554	554
62	North Sky Celina	Corson Cramer Development	0	461	461
11	Sutton Fields (Celina)	Centurion American Development	245	208	453
18	Green Meadows Townhomes (Celina)	Tomlin Investments	0	450	450
70	Northside at Rollertown	Rockhill Capital & Investments	286	159	445
30	Uptown Celina / La Terra	Point Land & Development	367	0	367
7	Ribbonwood	Clayton Boyd Industries	0	362	362
17	Lily Estates (Celina)	NA	316	0	316
24	Mosaic Townhomes	NA	23	277	300
63	Huddleston	NA	0	212	212
21	West Celina 86	Avex Properties Texas Inc.	0	208	208
60	North Sky TH (Ariana Tract)	Corson Cramer Development	0	200	200
20	Teel Lakes	Centurion American Development	0	200	200
54	Uptown Celina/ Townhomes	Rockhill Capital & Investments	200	0	200
19	West Celina 86 Townhomes	Avex Properties Texas Inc.	0	102	102
2	Woodstone (Providence Village)	M/I Homes	101	0	101
65	Sky Ridge (Celina)	NA	91	0	91
32	Legacy Townhomes (Celina)	NA	0	90	90
25	Estates on Legacy (Celina)	NA	0	74	74
68	Northside at Rollertown Duplexes	Ryan Griffin	56	0	56
59	Celina Duplex Addition	NA	0	48	48
1	Strittmatter Villas Addition	NA	0	16	16
72	Preston 450	NA	0	10	10
67	North Preston Lakes Estates	NA	0	8	8
			9,383	21,368	30,751

Most Active Subdivisions

Housing Market Analysis

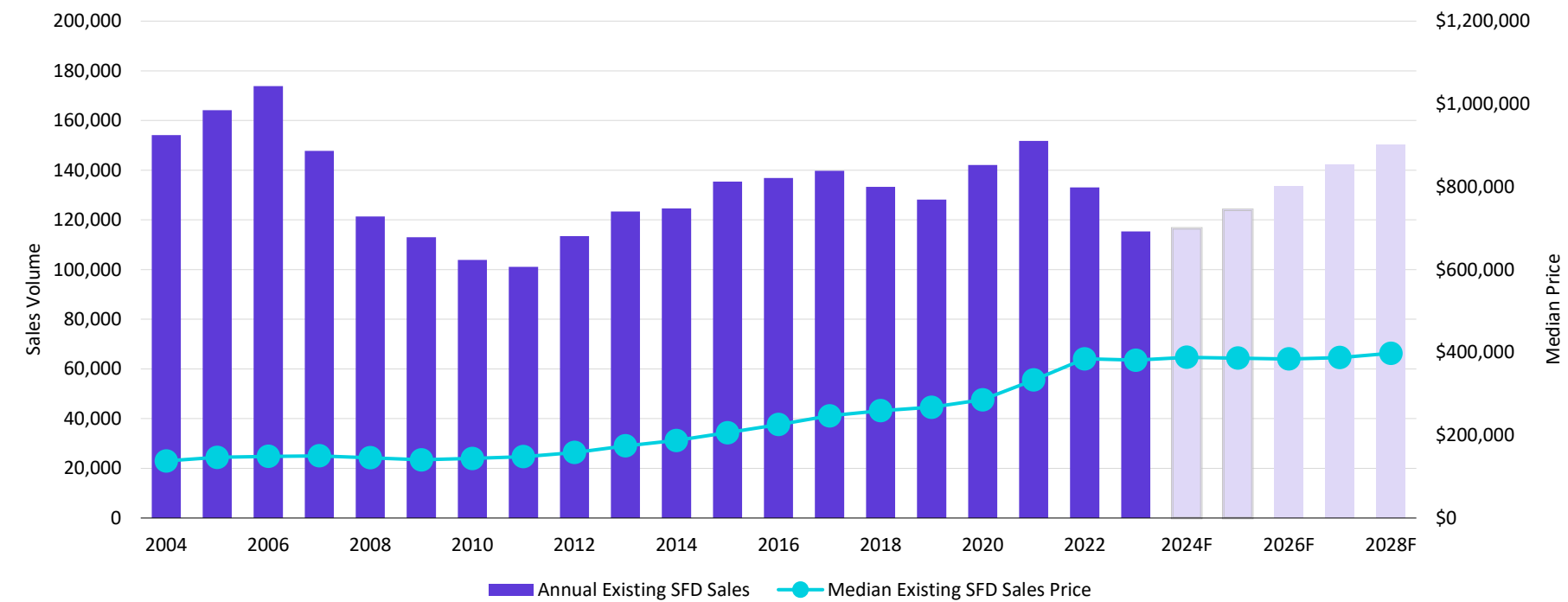
The top selling new communities in the Dallas-Ft. Worth MSA started between 286 and 736 homes from 3Q23 through 2Q24. Most communities offer product across multiple builders, lot sizes, and price points. The projected peak annual absorption of the Subject Property (354 sales per year) would rank as the 14th most active community in the Dallas-Ft. Worth MSA.

Subdivision Absorption Ranking (Top 25)							
Dallas - Ft. Worth Market Summary							
Starts Rank	Subdivision / Community* Name	Housing Type	Active Builders	Price Range (in thousands)	Annual Starts	Annual Closings	Market Area
1	Silverado*	Single Family	1	\$306-\$485	736	858	Dal/Northeast
2	Painted Tree*	Mixed	10	\$300-\$990	676	407	Dal/Northeast
3	Bridgewater (Collin Co)*	Single Family	1	\$234-\$480	590	464	Dal/Northeast
4	Elevon*	Single Family	7	\$294-\$548	486	363	Dal/Outer East
5	Lakehaven (Farmersville)	Single Family	2	\$250-\$474	423	191	Dal/Northeast
6	Sutton Fields*	Single Family	5	\$260-\$770	416	300	Dal/Northeast
7	Honey Creek*	Single Family	1	\$278-\$643	413	471	Dal/Northeast
8	Harvest*	Mixed	9	\$341-\$1,436	396	346	Dal/Northwest
9	Devonshire*	Mixed	11	\$289-\$698	385	279	Dal/Outer East
10	Tillage Farms*	Single Family	1	\$189-\$300	384	323	Dal/Northeast
11	Windsong Ranch*	Mixed	13	\$400-\$2,468	383	472	Dal/Northeast
12	Madero*	Single Family	3	\$283-\$640	379	216	Dal/Outer Northwest
13	Spiritas Ranch*	Single Family	7	\$350-\$705	361	100	Dal/Northeast
14	Solterra*	Mixed	13	\$300-\$663	334	98	Dal/East
15	Eastridge*	Single Family	2	\$311-\$600	333	396	Dal/Northeast
16	Eastland	Single Family	1	\$209-\$400	327	136	Dal/Outer East
17	Trinity Falls*	Mixed	6	\$300-\$1,081	324	321	Dal/Northeast
18	Gateway Parks*	Single Family	9	\$288-\$600	309	323	Dal/Outer East
19	Anacapi*	Single Family	1	\$389-\$639	304	122	Dal/Northeast
20	Sandbrock Ranch*	Single Family	4	\$412-\$902	302	313	Dal/Northeast
21	Whitewing Trails*	Single Family	4	\$285-\$600	298	242	Dal/Northeast
22	Pecan Square*	Mixed	7	\$300-\$1,026	296	338	Dal/Outer Northwest
23	Walden Pond*	Single Family	4	\$240-\$500	293	119	Dal/Outer East
24	Union Park*	Single Family	4	\$280-\$745	290	377	Dal/Northeast
25	Mustang Lakes*	Single Family	11	\$375-\$2,082	286	330	Dal/Northeast
Totals					9,724	7,905	

Source: Zonda

Existing Home Prices
Housing Market Analysis

Moody's is currently projecting a slight decline in the median price of an existing home in the Dallas-Ft. Worth metro area over the next three years. In 2027, they expect the median price of an existing home to be \$387,354, a 0.2% decrease from 2024. However, they expect the median price to increase by 2.7% in 2028 to \$397,880. Sales of existing homes are projected to rise steadily through 2028.



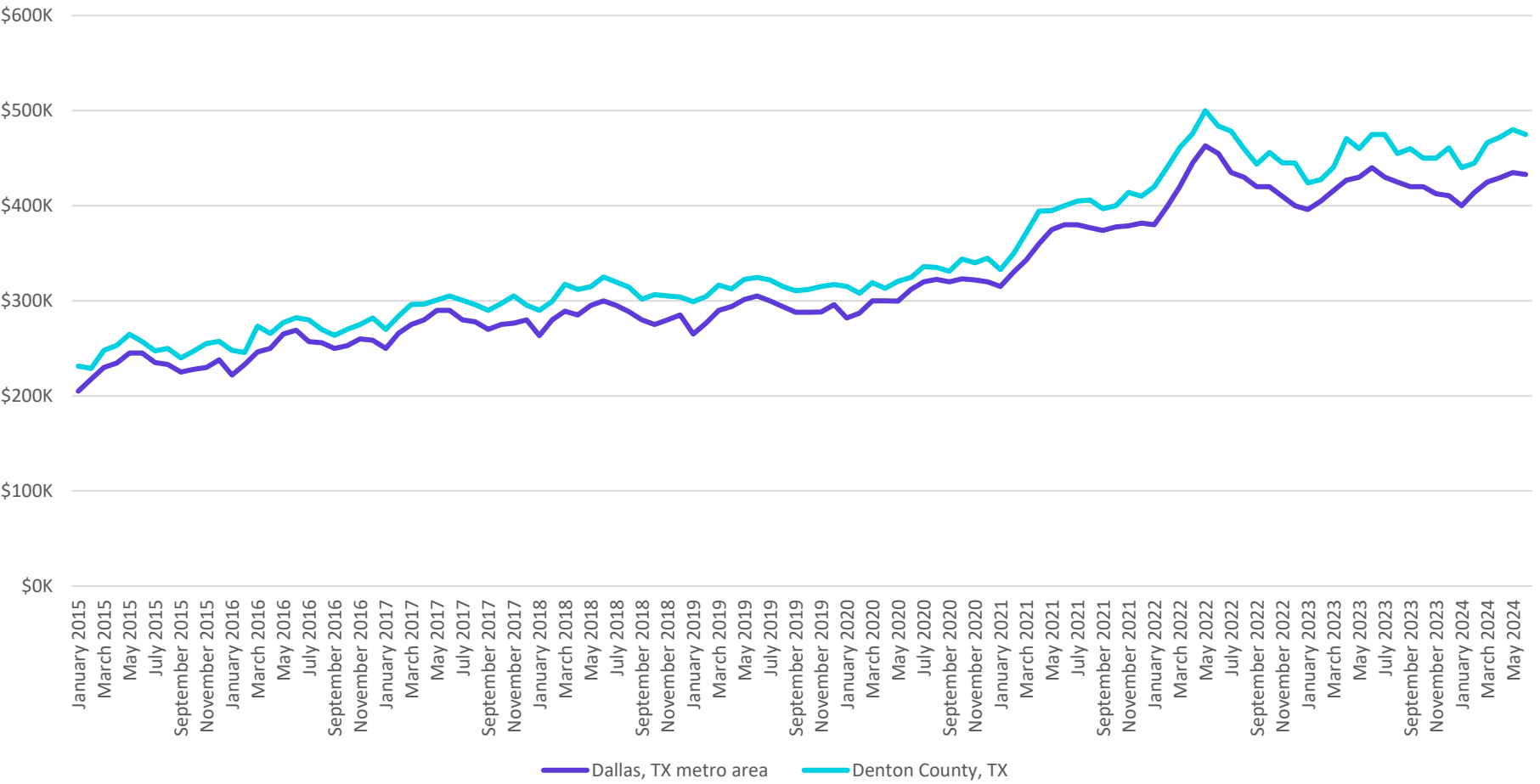
Source: National Association of Realtors (NAR); Zonda Price Forecast; Moody's Analytics Sales Forecast

Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast															
Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Annual Existing SFD Sales	124,550	135,387	136,855	139,797	133,330	128,203	142,047	151,763	133,025	115,315	116,591	124,032	133,550	142,180	150,126
Annual % Change	1.0%	8.7%	1.1%	2.1%	-4.6%	-3.8%	10.8%	6.8%	-12.3%	-13.3%	1.1%	6.4%	7.7%	6.5%	5.6%
Median Existing SFD Sales Price	\$187,341	\$205,941	\$225,834	\$246,688	\$259,014	\$267,349	\$285,567	\$333,442	\$384,528	\$381,074	\$388,103	\$386,026	\$384,195	\$387,354	\$397,880
Annual % Change	7.5%	9.9%	9.7%	9.2%	5.0%	3.2%	6.8%	16.8%	15.3%	-0.9%	1.8%	-0.5%	-0.5%	0.8%	2.7%

Monthly Existing Home Prices

Housing Market Analysis

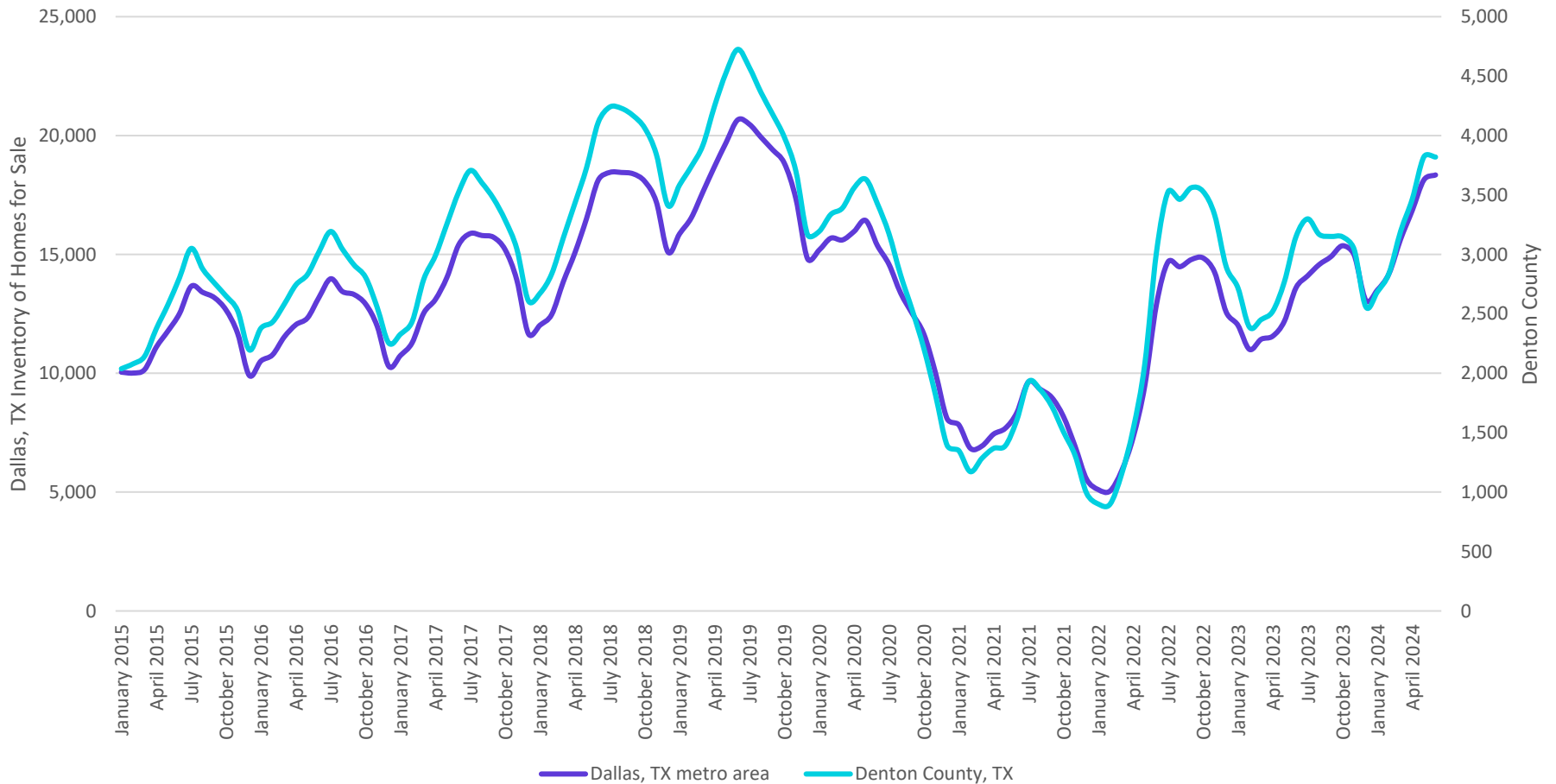
Data from Redfin appears to indicate that home prices have stabilized in the Dallas metro area and in Denton County. While prices trended downward from approximately June 2023 to January 2024, they have recovered. As of June 2024, the median sale price in Denton County was \$475,000, up 7.9% from January 2024 and unchanged YOY.



Inventory of Homes for Sale

Housing Market Analysis

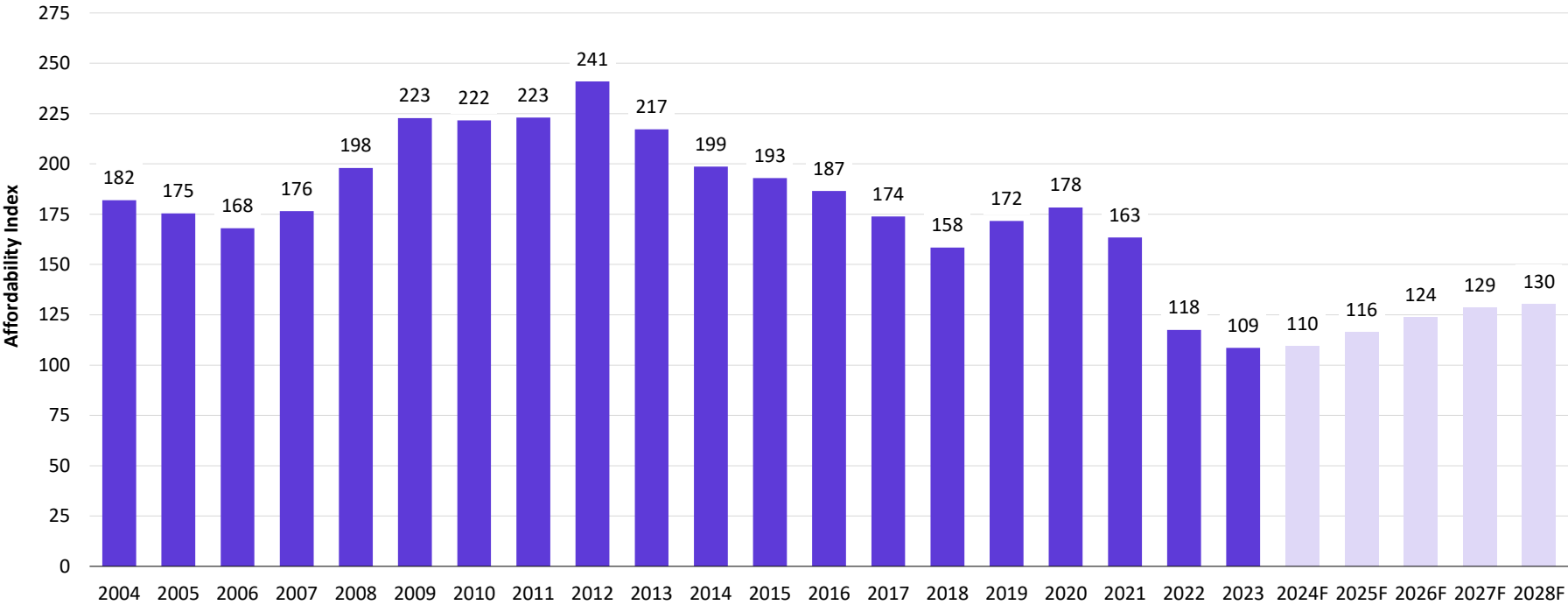
The inventory of homes for sale and listed on the MLS has risen sharply over the last six months and now stands at its highest levels in nearly five years. However, each listing is currently selling in an average of 37 days in the Dallas metro area and 33 days in Denton County. Both numbers are down significantly from January 2024, when the average number of days on the market for each listing stood at 54 days in the MSA and 60 days in Denton County.



Affordability

Housing Market Analysis

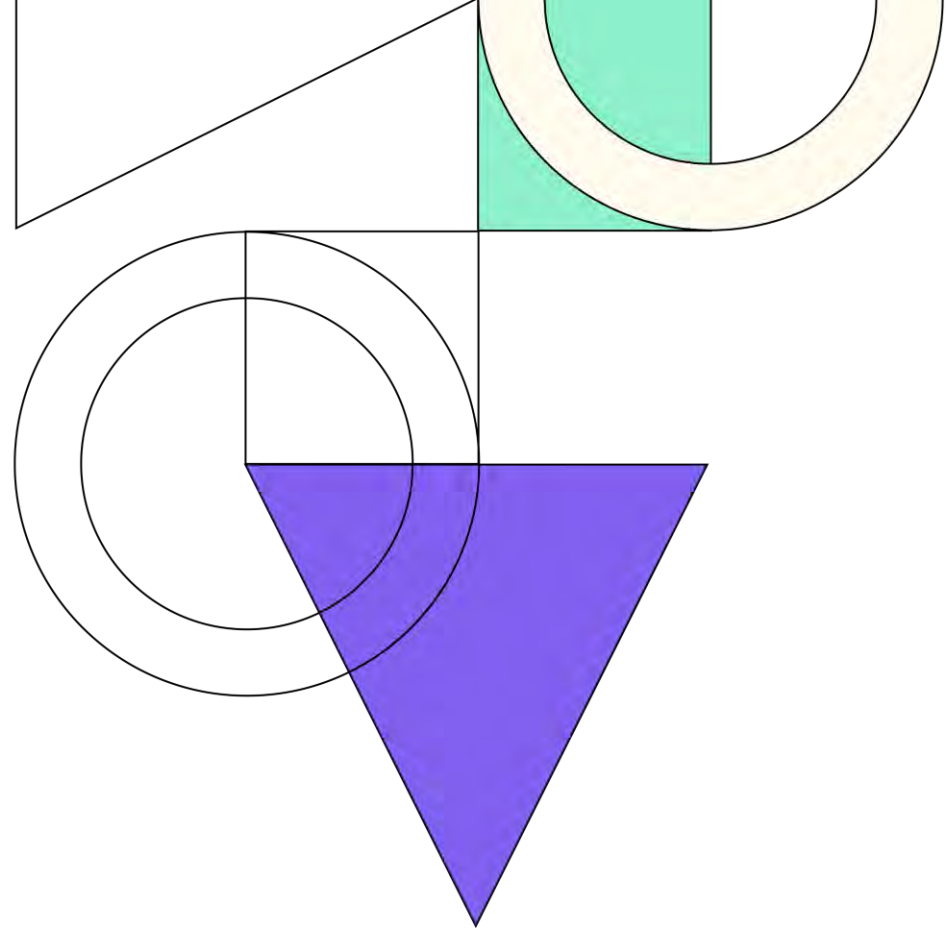
Rapidly rising home prices during and after the pandemic coupled with mortgage rate increases in 2022 have reduced housing affordability to record lows in the Dallas-Ft. Worth MSA. Moody’s estimates that in 2024, a household with the median income has 110% of the necessary income to purchase the median-priced home in the MSA. That is down from 163% in 2021. However, with the Fed’s rate cycle hike likely past at its peak, interest rates could continue to decline, improving affordability.



Source: Moody's Analytics; National Association of Realtors (NAR)

Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

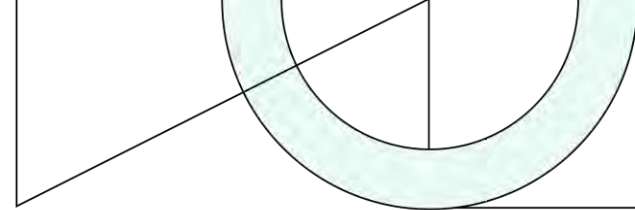
Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024F	2025F	2026F	2027F	2028F
Affordability Index	198.6	193.0	186.6	173.9	158.5	171.6	178.4	163.5	117.5	108.5	109.5	116.4	123.6	128.6	130.4



Appendix

Recommended Subject Property Detail

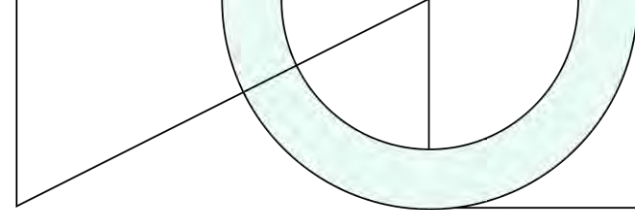
Appendix



Subject Property		Size					Mo.	Incentives			Typical Spending		Estimated	Est.	Pymt Impacting			80.0%	30.0%
Product Details		Mix	(SF)	Bd/Ba	Level	Pkg	Sales Pace	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
A LENNAR 40' LENNAR 40' MOBBERLY FARMS DENTON COUNTY																			
Product:	Single Family	103	1,311	3/2	1	2	8.0	\$268,499	\$5,400	\$0	\$0	\$2,700	\$265,799	\$203	\$42	2.1%	1.2%	\$2,186	\$87,433
Configuration:	Detached	103	1,461	3/2	1	2		\$279,499	\$5,600	\$0	\$0	\$2,800	\$276,699	\$189	\$42	2.1%	1.2%	\$2,274	\$90,950
Lot Dimension:	40'	103	1,491	4/2	2	2		\$283,999	\$5,700	\$0	\$0	\$2,800	\$281,099	\$189	\$42	2.1%	1.2%	\$2,309	\$92,369
Total Units:	614	103	1,522	3/2.5	2	2		\$312,499	\$6,200	\$0	\$0	\$3,100	\$309,399	\$203	\$42	2.1%	1.2%	\$2,537	\$101,499
		103	1,653	4/2.5	2	2		\$295,999	\$5,900	\$0	\$0	\$3,000	\$293,099	\$177	\$42	2.1%	1.2%	\$2,406	\$96,241
		103	1,756	5/4	2	2		\$296,999	\$5,900	\$0	\$0	\$3,000	\$294,099	\$167	\$42	2.1%	1.2%	\$2,414	\$96,563
		614	1,532				8.0	\$289,582	\$5,783	\$0	\$0	\$2,900	\$286,699	\$187	\$42	2.1%	1.2%	\$2,354	\$94,176
B LENNAR 50' LENNAR MOBBERLY FARMS DENTON COUNTY																			
Product:	Single Family	193	1,522	3/2	1	2	5.5	\$312,499	\$6,200	\$0	\$0	\$3,100	\$309,399	\$203	\$42	2.1%	1.0%	\$2,494	\$99,769
Configuration:	Detached	193	1,720	4/2	1	2		\$327,499	\$6,500	\$0	\$0	\$3,300	\$324,299	\$189	\$42	2.1%	1.0%	\$2,600	\$103,986
Lot Dimension:	50'	193	1,847	4/2	1	2		\$334,499	\$6,700	\$0	\$0	\$3,300	\$331,099	\$179	\$42	2.1%	1.0%	\$2,648	\$105,905
Total Units:	577																		
		577	1,696				5.5	\$324,832	\$6,467	\$0	\$0	\$3,233	\$321,599	\$190	\$42	2.1%	1.0%	\$2,580	\$103,220
C M/I HOMES 40' M/I HOMES MOBBERLY FARMS DENTON COUNTY																			
Product:	Single Family	21	1,349	3/2	1	2	5.5	\$284,990	\$5,700	\$10,000	\$22,800	\$2,800	\$294,890	\$219	\$42	2.1%	1.1%	\$2,404	\$96,141
Configuration:	Detached	21	1,510	3/2	1	2		\$296,990	\$5,900	\$10,000	\$23,800	\$3,000	\$307,890	\$204	\$42	2.1%	1.1%	\$2,496	\$99,839
Lot Dimension:	40'	21	1,571	3/2	1	2		\$298,990	\$6,000	\$10,000	\$23,900	\$3,000	\$309,890	\$197	\$42	2.1%	1.1%	\$2,510	\$100,402
Total Units:	203	21	1,666	3/2	1	2		\$312,990	\$6,300	\$10,000	\$25,000	\$3,100	\$324,790	\$195	\$42	2.1%	1.0%	\$2,616	\$104,631
		21	1,699	3/2	1	2		\$305,990	\$6,100	\$10,000	\$24,500	\$3,100	\$317,490	\$187	\$42	2.1%	1.0%	\$2,564	\$102,564
		21	1,756	4/2	1	2		\$309,990	\$6,200	\$10,000	\$24,800	\$3,100	\$321,690	\$183	\$42	2.1%	1.0%	\$2,594	\$103,754
		21	1,845	3/2	1	2		\$322,990	\$6,500	\$10,000	\$25,800	\$3,200	\$335,490	\$182	\$42	2.1%	1.0%	\$2,692	\$107,669
		21	2,130	4/2	1	2		\$342,990	\$6,900	\$10,000	\$27,400	\$3,400	\$356,890	\$168	\$42	2.1%	0.9%	\$2,844	\$113,742
		21	2,284	4/2	1	2		\$352,990	\$7,100	\$10,000	\$28,200	\$3,500	\$367,590	\$161	\$42	2.1%	0.9%	\$2,919	\$116,778
		21	2,421	4/2	2	2		\$357,990	\$7,200	\$10,000	\$28,600	\$3,600	\$372,990	\$154	\$42	2.1%	0.9%	\$2,958	\$118,311
		203	1,823				5.5	\$318,690	\$6,390	\$10,000	\$25,480	\$3,180	\$330,960	\$182	\$42	2.1%	1.0%	\$2,660	\$106,383

Recommended Subject Property Detail

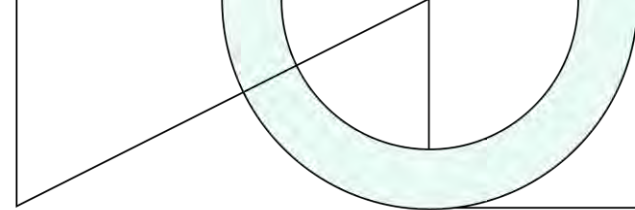
Appendix



Subject Property		Size					Mo. Sales Pace	Base Price	Incentives		Typical Spending			Estimated Closing Price	Est. Closing \$/SF	Pymt Impacting			80.0% 7.0% Mo.Pmt.	30.0% Qualifying Income
Product Details		Mix	(SF)	Bd/Ba	Level	Pkg			Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums				Mo. HOA	Base Tax	Addl Taxes		
D M/I HOMES 50' M/I HOMES MOBBERLY FARMS DENTON COUNTY																				
Product:	Single Family	23	1,600	3/2	1	2	3.5	\$323,990	\$6,500	\$10,000	\$25,900	\$3,200	\$336,590	\$210	\$42	2.1%	1.0%	\$2,700	\$107,982	
Configuration:	Detached	23	1,763	3/2	1	2		\$333,990	\$6,700	\$10,000	\$26,700	\$3,300	\$347,290	\$197	\$42	2.1%	1.0%	\$2,775	\$111,019	
Lot Dimension:	50'	23	1,898	3/2	1	2		\$339,990	\$6,800	\$10,000	\$27,200	\$3,400	\$353,790	\$186	\$42	2.1%	0.9%	\$2,822	\$112,866	
Total Units:	200	23	2,010	3/2	1	2		\$347,990	\$7,000	\$10,000	\$27,800	\$3,500	\$362,290	\$180	\$42	2.1%	0.9%	\$2,882	\$115,276	
		23	2,106	4/2	1	2		\$371,990	\$7,400	\$10,000	\$29,800	\$3,700	\$388,090	\$184	\$42	2.1%	0.9%	\$3,065	\$122,598	
		23	2,411	3/2	1	2		\$389,990	\$7,800	\$10,000	\$31,200	\$3,900	\$407,290	\$169	\$42	2.1%	0.8%	\$3,201	\$128,041	
		23	2,680	3/3	2	2		\$389,990	\$7,800	\$10,000	\$31,200	\$3,900	\$407,290	\$152	\$42	2.1%	0.8%	\$3,201	\$128,041	
		23	2,682	4/2	2	2		\$399,990	\$8,000	\$10,000	\$32,000	\$4,000	\$417,990	\$156	\$42	2.1%	0.8%	\$3,277	\$131,075	
		23	2,869	4/2	2	2		\$413,990	\$8,000	\$10,000	\$33,100	\$4,100	\$433,190	\$151	\$42	2.1%	0.8%	\$3,385	\$135,389	
		200	2,224				3.5	\$367,990	\$7,333	\$10,000	\$29,433	\$3,667	\$383,757	\$173	\$42	2.1%	0.9%	\$3,034	\$121,365	
E CENTEX 40' CENTEX MOBBERLY FARMS DENTON COUNTY																				
Product:	Single Family	23	1,429	3/2	1	2	5.5	\$317,990	\$6,400	\$0	\$0	\$3,200	\$314,790	\$220	\$42	2.1%	1.0%	\$2,532	\$101,292	
Configuration:	Detached	23	1,515	3/2	1	2		\$303,990	\$6,100	\$0	\$0	\$3,000	\$300,890	\$199	\$42	2.1%	1.1%	\$2,434	\$97,359	
Lot Dimension:	40'	23	1,619	4/2	2	2		\$311,990	\$6,200	\$0	\$0	\$3,100	\$308,890	\$191	\$42	2.1%	1.0%	\$2,491	\$99,625	
Total Units:	202	23	1,622	3/2	1	2		\$332,990	\$6,700	\$0	\$0	\$3,300	\$329,590	\$203	\$42	2.1%	1.0%	\$2,637	\$105,478	
		23	1,941	4/3	1	2		\$349,990	\$7,000	\$0	\$0	\$3,500	\$346,490	\$179	\$42	2.1%	0.9%	\$2,757	\$110,261	
		23	1,988	3/2	1	2		\$353,990	\$7,100	\$0	\$0	\$3,500	\$350,390	\$176	\$42	2.1%	0.9%	\$2,784	\$111,362	
		23	2,032	4/3	2	2		\$339,990	\$6,800	\$0	\$0	\$3,400	\$336,590	\$166	\$42	2.1%	0.9%	\$2,687	\$107,460	
		23	2,044	3/2	2	2		\$336,990	\$6,700	\$0	\$0	\$3,400	\$333,690	\$163	\$42	2.1%	0.9%	\$2,666	\$106,642	
		23	2,395	4/3	2	2		\$359,990	\$7,200	\$0	\$0	\$3,600	\$356,390	\$149	\$42	2.1%	0.9%	\$2,827	\$113,062	
		202	1,843				5.5	\$334,212	\$6,689	\$0	\$0	\$3,333	\$330,857	\$180	\$42	2.1%	1.0%	\$2,646	\$105,838	
E CENTEX 50' CENTEX MOBBERLY FARMS DENTON COUNTY																				
Product:	Single Family	20	1,429	3/2	1	2	3.5	\$315,000	\$6,300	\$0	\$0	\$3,200	\$311,900	\$218	\$42	2.1%	1.0%	\$2,512	\$100,477	
Configuration:	Detached	21	1,619	4/2	2	2		\$311,990	\$6,200	\$0	\$0	\$3,100	\$308,890	\$191	\$42	2.1%	1.0%	\$2,491	\$99,625	
Lot Dimension:	50'	21	1,622	3/2	1	2		\$332,990	\$6,700	\$0	\$0	\$3,300	\$329,590	\$203	\$42	2.1%	1.0%	\$2,637	\$105,478	
Total Units:	200	21	1,721	3/2	1	2		\$343,990	\$6,900	\$0	\$0	\$3,400	\$340,490	\$198	\$42	2.1%	0.9%	\$2,714	\$108,562	
		21	1,941	4/3	1	2		\$349,990	\$7,000	\$0	\$0	\$3,500	\$346,490	\$179	\$42	2.1%	0.9%	\$2,757	\$110,261	
		21	2,118	4/3	2	2		\$350,000	\$7,000	\$0	\$0	\$3,500	\$346,500	\$164	\$42	2.1%	0.9%	\$2,757	\$110,264	
		21	2,358	4/3	2	2		\$375,000	\$7,500	\$0	\$0	\$3,500	\$371,000	\$157	\$42	2.1%	0.9%	\$2,930	\$117,188	
		21	2,498	4/2	2	2		\$396,990	\$7,900	\$0	\$0	\$3,500	\$392,590	\$157	\$42	2.1%	0.8%	\$3,082	\$123,291	
		21	2,666	4/3	2	2		\$385,000	\$7,700	\$0	\$0	\$3,500	\$380,800	\$143	\$42	2.1%	0.8%	\$2,999	\$119,957	
		21	2,742	4/2	2	2		\$403,990	\$8,100	\$0	\$0	\$3,500	\$399,390	\$146	\$42	2.1%	0.8%	\$3,130	\$125,211	
		200	2,074				3.5	\$356,693	\$7,134	\$0	\$0	\$3,401	\$352,960	\$170	\$42	2.1%	0.9%	\$2,802	\$112,087	

Competitive Supply Detail (CMA)

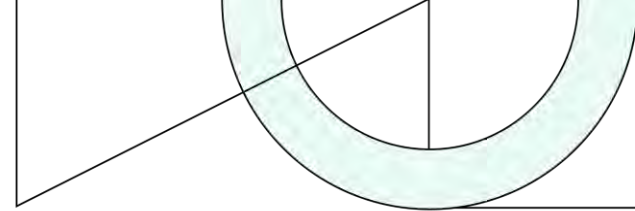
Appendix



Project Project Detail	Size				— Incentives —		— Typical Spending —		Estimated	Est.	Closing \$/ Incentive	— Pymt Impacting —			80.0%	35.0%	
	(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price		Closing \$/SF	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
1	Green Meadows/50 CastleRock Communities				Green Meadows	Celina	Detached - 6,000 OR 50		Expected Sell-Out By 01/26 at 2.26 per mo.								
Contracts / Sales Pace / SP L3M: 99 / 2.3 / 0.3	1,801	3/2	1	2	\$481,990	\$9,640	\$0	\$48,199	\$4,820	\$525,369	\$292	-\$9,640	\$148	2.4%	0.0%	\$3,995	\$159,799
Annual Starts / L12M Start Rate: 15 / 1.3	2,009	4/2	1	2	\$489,990	\$9,800	\$0	\$48,999	\$4,900	\$534,089	\$266	-\$9,800	\$148	2.4%	0.0%	\$4,059	\$162,353
Annual Closings / L12M Closing Rate: 22 / 1.8	2,009	3/2	1	2	\$489,990	\$9,800	\$0	\$48,999	\$4,900	\$534,089	\$266	-\$9,800	\$148	2.4%	0.0%	\$4,059	\$162,353
Total Units / Occupancy / Occ. Rate: 140 / 89	2,264	3/2	1	2	\$509,990	\$10,200	\$0	\$50,999	\$5,100	\$555,889	\$246	-\$10,200	\$148	2.4%	0.0%	\$4,218	\$168,738
	2,575	4/3	2	2	\$544,990	\$10,900	\$0	\$54,499	\$5,450	\$594,039	\$231	-\$10,900	\$148	2.4%	0.0%	\$4,498	\$179,912
	2,697	4/3	2	2	\$559,990	\$11,200	\$0	\$55,999	\$5,600	\$610,389	\$226	-\$11,200	\$148	2.4%	0.0%	\$4,618	\$184,701
	2,809	4/2.5	2	3	\$569,990	\$11,400	\$0	\$56,999	\$5,700	\$621,289	\$221	-\$11,400	\$148	2.4%	0.0%	\$4,697	\$187,894
	2,959	4/2.5	2	2	\$579,990	\$11,600	\$0	\$57,999	\$5,800	\$632,189	\$214	-\$11,600	\$148	2.4%	0.0%	\$4,777	\$191,086
	3,313	4/3.5	2	2	\$589,990	\$11,800	\$0	\$58,999	\$5,900	\$643,089	\$194	-\$11,800	\$148	2.4%	0.0%	\$4,857	\$194,279
	3,542	5/4	2	2	\$614,990	\$12,300	\$0	\$61,499	\$6,150	\$670,339	\$189	-\$12,300	\$148	2.4%	0.0%	\$5,057	\$202,260
	2,598				\$543,190	\$10,864	\$0	\$54,319	\$5,432	\$592,077	\$234	-\$10,864	\$148	2.4%	0.0%	\$4,483	\$179,337
2	Green Meadows/50 Brightland Homes				Green Meadows	Celina	Detached - 6,000 OR 50		Expected Sell-Out By 08/33 at 0.87 per mo.								
Total Units/Remaining: 99 / 94	2,020	3/2	1	2	\$481,990	\$0	\$30,000	\$53,019	\$4,820	\$509,829	\$252	-\$10,000	\$148	2.4%	0.0%	\$3,894	\$155,757
Contracts: 5	2,170	4/3	2	2	\$491,990	\$0	\$30,000	\$54,119	\$4,920	\$521,029	\$240	-\$10,000	\$148	2.4%	0.0%	\$3,976	\$159,049
Sales Pace Overall: 0.9	2,210	4/3	1	2	\$496,990	\$0	\$30,000	\$54,669	\$4,970	\$526,629	\$238	-\$10,000	\$148	2.4%	0.0%	\$4,017	\$160,695
Sales Pace L3M: 0.3	2,470	4/3	2	2	\$516,990	\$0	\$30,000	\$56,869	\$5,170	\$549,029	\$222	-\$10,000	\$148	2.4%	0.0%	\$4,182	\$167,278
	2,640	3/2.5	2	2	\$531,990	\$0	\$30,000	\$58,519	\$5,320	\$565,829	\$214	-\$10,000	\$148	2.4%	0.0%	\$4,305	\$172,215
	3,050	4/2.5	2	2	\$549,990	\$0	\$30,000	\$60,499	\$5,500	\$585,989	\$192	-\$10,000	\$148	2.4%	0.0%	\$4,454	\$178,140
	2,427				\$511,657	\$0	\$30,000	\$56,282	\$5,117	\$543,055	\$227	-\$10,000	\$148	2.4%	0.0%	\$4,138	\$165,522
3	Creekview Meadows/50 Pacesetter Homes				Creekview	Pilot Point	Detached - 6,000 OR 50		Expected Sell-Out By 02/28 at 5.80 per mo.								
Total Units/Remaining: 264 / 245	1,827	3/2	1	2	\$389,900	\$0	\$0	\$27,293	\$3,899	\$421,092	\$230	-\$10,000	\$71	2.1%	0.7%	\$3,299	\$131,959
Contracts: 19	1,869	3/2	1	2	\$393,900	\$0	\$0	\$27,573	\$3,939	\$425,412	\$228	-\$10,000	\$71	2.1%	0.7%	\$3,330	\$133,181
Sales Pace Overall: 5.8	1,949	3/2	1	2	\$405,900	\$0	\$0	\$28,413	\$4,059	\$438,372	\$225	-\$10,000	\$71	2.1%	0.7%	\$3,421	\$136,847
Sales Pace L3M: 6.3	2,080	3/2	1	2	\$407,900	\$0	\$0	\$28,553	\$4,079	\$440,532	\$212	-\$10,000	\$71	2.1%	0.7%	\$3,436	\$137,458
	2,125	3/2	1	2	\$410,900	\$0	\$0	\$28,763	\$4,109	\$443,772	\$209	-\$10,000	\$71	2.1%	0.7%	\$3,459	\$138,375
	2,265	3/2	1	2	\$422,900	\$0	\$0	\$29,603	\$4,229	\$456,732	\$202	-\$10,000	\$71	2.1%	0.7%	\$3,551	\$142,041
	2,388	4/3	1	2	\$425,900	\$0	\$0	\$29,813	\$4,259	\$459,972	\$193	-\$10,000	\$71	2.1%	0.7%	\$3,574	\$142,958
	2,684	4/3	2	2	\$460,900	\$0	\$0	\$32,263	\$4,609	\$497,772	\$185	-\$10,000	\$71	2.1%	0.6%	\$3,841	\$153,651
	2,816	4/2	2	2	\$450,900	\$0	\$0	\$31,563	\$4,509	\$486,972	\$173	-\$10,000	\$71	2.1%	0.6%	\$3,765	\$150,596
	3,029	4/2	1	2	\$469,900	\$0	\$0	\$32,893	\$4,699	\$507,492	\$168	-\$10,000	\$71	2.1%	0.6%	\$3,910	\$156,401
	3,096	4/3	2	2	\$485,900	\$0	\$0	\$34,013	\$4,859	\$524,772	\$170	-\$10,000	\$71	2.1%	0.6%	\$4,032	\$161,290
	2,375				\$429,536	\$0	\$0	\$30,068	\$4,295	\$463,899	\$199	-\$10,000	\$71	2.1%	0.6%	\$3,602	\$144,069

Competitive Supply Detail (CMA)

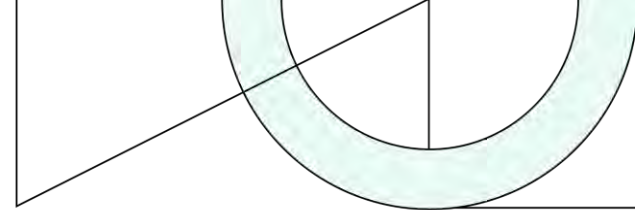
Appendix



					— Incentives —			— Typical Spending —		Estimated	Est.		— Pymt Impacting —			80.0%	35.0%
Project	Size				Base	Price	Options/	Options /	Lot	Closing	Closing		Mo.	Base	Addl	7.0%	Qualifying
Project Detail	(SF)	Bd/Ba	Level	Pkg	Price	Reduction	Upgrades	Upgrades	Premiums	Price	\$/SF	Closing \$/ Incentive	HOA	Tax	Taxes	Mo.Pmt.	Income
4	Creekview Meadows/50 Bloomfield Homes Creekview Pilot Point Detached - 6,000 OR 50 Expected Sell-Out By 12/25 at 2.29 per mo.																
Total Units/Remaining: 40 / 37	1,840	3/2	1	2	\$437,990	\$8,760	\$0	\$52,559	\$4,380	\$486,169	\$264	-\$6,000	\$71	2.1%	0.6%	\$3,759	\$150,376
Contracts: 3	2,038	4/2	1	2	\$446,990	\$8,940	\$0	\$53,639	\$4,470	\$496,159	\$243	-\$6,000	\$71	2.1%	0.6%	\$3,830	\$153,202
Sales Pace Overall: 2.3	2,098	4/2	1	2	\$455,990	\$9,120	\$0	\$54,719	\$4,560	\$506,149	\$241	-\$6,000	\$71	2.1%	0.6%	\$3,901	\$156,028
Sales Pace L3M: 2.3	2,333	4/3	2	2	\$474,990	\$9,500	\$0	\$56,999	\$4,750	\$527,239	\$226	-\$6,000	\$71	2.1%	0.6%	\$4,050	\$161,994
	2,381	3/2	2	2	\$495,990	\$9,920	\$0	\$59,519	\$4,960	\$550,549	\$231	-\$6,000	\$71	2.1%	0.5%	\$4,215	\$168,589
	2,454	4/3	2	2	\$477,990	\$9,560	\$0	\$57,359	\$4,780	\$530,569	\$216	-\$6,000	\$71	2.1%	0.6%	\$4,073	\$162,936
	2,591	3/2	2	2	\$504,990	\$10,100	\$0	\$60,599	\$5,050	\$560,539	\$216	-\$6,000	\$71	2.1%	0.5%	\$4,285	\$171,415
	2,628	4/3	2	2	\$514,990	\$10,300	\$0	\$61,799	\$5,150	\$571,639	\$218	-\$6,000	\$71	2.1%	0.5%	\$4,364	\$174,555
	2,820	4/2	2	2	\$505,990	\$10,120	\$0	\$60,719	\$5,060	\$561,649	\$199	-\$6,000	\$71	2.1%	0.5%	\$4,293	\$171,729
	2,838	4/3	2	2	\$524,990	\$10,500	\$0	\$62,999	\$5,250	\$582,739	\$205	-\$6,000	\$71	2.1%	0.5%	\$4,442	\$177,695
	3,026	4/2	2	2	\$513,990	\$10,280	\$0	\$61,679	\$5,140	\$570,529	\$189	-\$6,000	\$71	2.1%	0.5%	\$4,356	\$174,241
	3,261	5/3	2	2	\$533,990	\$10,680	\$0	\$64,079	\$5,340	\$592,729	\$182	-\$6,000	\$71	2.1%	0.5%	\$4,513	\$180,521
	3,359	4/3	2	2	\$550,990	\$11,020	\$0	\$66,119	\$5,510	\$611,599	\$182	-\$6,000	\$71	2.1%	0.5%	\$4,646	\$185,859
	3,557	4/3	2	2	\$560,990	\$11,220	\$0	\$67,319	\$5,610	\$622,699	\$175	-\$6,000	\$71	2.1%	0.5%	\$4,725	\$189,000
	3,557	5/3	2	2	\$562,990	\$11,260	\$0	\$67,559	\$5,630	\$624,919	\$176	-\$6,000	\$71	2.1%	0.5%	\$4,741	\$189,628
	2,719				\$504,257	\$10,085	\$0	🟢 \$60,511	\$5,043	\$559,725	\$211	-\$6,000	\$71	2.1%	0.5%	\$4,280	\$171,184
5	Creekview Meadows/50 Stonehollow Homes Creekview Pilot Point Detached - 6,000 OR 50 Expected Sell-Out By 11/31 at 2.93 per mo.																
Total Units/Remaining: 263 / 258	1,861	4/2	1	2	\$415,990	\$0	\$30,000	\$41,599	\$4,160	\$431,749	\$232	\$0	\$71	2.1%	0.7%	\$3,375	\$134,980
Contracts: 5	1,866	4/2	1	2	\$416,990	\$0	\$30,000	\$41,699	\$4,170	\$432,859	\$232	\$0	\$71	2.1%	0.7%	\$3,382	\$135,294
Sales Pace Overall: 2.9	2,057	3/2	2	2	\$421,990	\$0	\$30,000	\$42,199	\$4,220	\$438,409	\$213	\$0	\$71	2.1%	0.7%	\$3,422	\$136,864
Sales Pace L3M: 2.9	2,058	4/3	2	2	\$422,990	\$0	\$30,000	\$42,299	\$4,230	\$439,519	\$214	\$0	\$71	2.1%	0.7%	\$3,429	\$137,178
	2,366	5/3	2	2	\$453,990	\$0	\$30,000	\$45,399	\$4,540	\$473,929	\$200	\$0	\$71	2.1%	0.6%	\$3,673	\$146,913
	2,499	3/2	1	2	\$466,990	\$0	\$30,000	\$46,699	\$4,670	\$488,359	\$195	\$0	\$71	2.1%	0.6%	\$3,775	\$150,995
	2,582	4/2	2	2	\$472,990	\$0	\$30,000	\$47,299	\$4,730	\$495,019	\$192	\$0	\$71	2.1%	0.6%	\$3,822	\$152,879
	2,617	3/2	1	2	\$474,990	\$0	\$30,000	\$47,499	\$4,750	\$497,239	\$190	\$0	\$71	2.1%	0.6%	\$3,838	\$153,507
	2,842	4/3	2	2	\$497,990	\$0	\$30,000	\$49,799	\$4,980	\$522,769	\$184	\$0	\$71	2.1%	0.6%	\$4,018	\$160,730
	3,032	4/3.5	2	2	\$509,990	\$0	\$30,000	\$50,999	\$5,100	\$536,089	\$177	\$0	\$71	2.1%	0.6%	\$4,112	\$164,498
	3,226	4/2.5	2	2	\$507,990	\$0	\$30,000	\$50,799	\$5,080	\$533,869	\$165	\$0	\$71	2.1%	0.6%	\$4,097	\$163,870
	3,481	4/2.5	2	2	\$524,990	\$0	\$30,000	\$52,499	\$5,250	\$552,739	\$159	\$0	\$71	2.1%	0.5%	\$4,230	\$169,208
	2,541				\$465,657	\$0	\$30,000	🟢 \$46,566	\$4,657	\$486,879	\$196	\$0	\$71	2.1%	0.6%	\$3,764	\$150,576

Competitive Supply Detail (CMA)

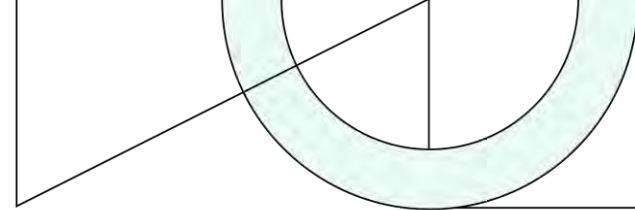
Appendix



Project Project Detail	Size				Base Price		— Incentives —		— Typical Spending —		Estimated Closing Price	Est. Closing \$/SF	Closing \$/ Incentive	— Pymt Impacting —			80.0% 7.0% Mo.Pmt.	35.0% Qualifying Income
	(SF)	Bd/Ba	Level	Pkg	Price	Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums					Mo.	Base Tax	Addl Taxes		
6 Keeneland/40 History Maker Homes Aubrey Detached - 4,800 OR 40 Expected Sell-Out By 07/30 at 0.90 per mo.																		
Contracts / Sales Pace / SPL3M: 5 / 0.9 / 0.7	1,586	3/2	1	2	\$332,990	\$10,000	\$0	\$16,650	\$3,330		\$342,969	\$216	-\$15,000	\$54	1.9%	0.0%	\$2,422	\$96,898
Annual Starts / L12M Start Rate: 10 / 0.8	2,018	3/2.5	1	2	\$361,990	\$10,000	\$0	\$18,100	\$3,620		\$373,709	\$185	-\$15,000	\$54	1.9%	0.0%	\$2,635	\$105,390
Annual Closings / L12M Closing Rate: 0 / 0.0	2,050	3/2.5	1	2	\$371,990	\$10,000	\$0	\$18,600	\$3,720		\$384,309	\$187	-\$15,000	\$54	1.9%	0.0%	\$2,708	\$108,318
Total Units / Occupancy / Occ. Rate: 69 / 0 / 0	2,317	4/2.5	2	2	\$383,990	\$10,000	\$0	\$19,200	\$3,840		\$397,029	\$171	-\$15,000	\$54	1.9%	0.0%	\$2,796	\$111,831
	2,466	4/2.5	2	3	\$392,990	\$10,000	\$0	\$19,650	\$3,930		\$406,569	\$165	-\$15,000	\$54	1.9%	0.0%	\$2,862	\$114,467
	3,048	3/2.5	2	2	\$428,990	\$10,000	\$0	\$21,450	\$4,290		\$444,729	\$146	-\$15,000	\$54	1.9%	0.0%	\$3,125	\$125,008
	2,248				\$378,823	\$10,000	\$0	\$18,941	\$3,788		\$391,553	\$179	-\$15,000	\$54	1.9%	0.0%	\$2,758	\$110,319
7 Keeneland/40-50 Pacesetter Homes Aubrey Detached - 4,800 OR 40-50 Expected Sell-Out By 10/25 at 4.07 per mo.																		
Contracts / Sales Pace / SPL3M: 8 / 4.1 / 4.1	1,217	2/2	1	2	\$350,900	\$0	\$0	\$0	\$3,509		\$354,409	\$291	-\$10,000	\$54	1.9%	0.0%	\$2,501	\$100,058
Annual Starts / L12M Start Rate: 11 / 0.9	1,277	3/2	1	2	\$337,900	\$0	\$0	\$0	\$3,379		\$341,279	\$267	-\$10,000	\$54	1.9%	0.0%	\$2,411	\$96,432
Annual Closings / L12M Closing Rate: 0 / 0.0	1,393	3/2	1	2	\$344,900	\$0	\$0	\$0	\$3,449		\$348,349	\$250	-\$10,000	\$54	1.9%	0.0%	\$2,460	\$98,384
Total Units / Occupancy / Occ. Rate: 68 / 0 / 0	1,501	3/2	1	2	\$362,900	\$0	\$0	\$0	\$3,629		\$366,529	\$244	-\$10,000	\$54	1.9%	0.0%	\$2,585	\$103,406
	1,537	3/2	1	2	\$347,900	\$0	\$0	\$0	\$3,479		\$351,379	\$229	-\$10,000	\$54	1.9%	0.0%	\$2,481	\$99,221
	1,635	3/2	1	2	\$366,900	\$0	\$0	\$0	\$3,669		\$370,569	\$227	-\$10,000	\$54	1.9%	0.0%	\$2,613	\$104,522
	1,960	4/2.5	2	2	\$391,900	\$0	\$0	\$0	\$3,919		\$395,819	\$202	-\$10,000	\$54	1.9%	0.0%	\$2,787	\$111,497
	2,164	4/3	2	2	\$408,900	\$0	\$0	\$0	\$4,089		\$412,989	\$191	-\$10,000	\$54	1.9%	0.0%	\$2,906	\$116,240
	2,257	4/2.5	2	2	\$402,900	\$0	\$0	\$0	\$4,029		\$406,929	\$180	-\$10,000	\$54	1.9%	0.0%	\$2,864	\$114,566
	2,370	4/3	2	2	\$429,900	\$0	\$0	\$0	\$4,299		\$434,199	\$183	-\$10,000	\$54	1.9%	0.0%	\$3,052	\$122,099
	2,802	4/2.5	2	2	\$459,900	\$0	\$0	\$0	\$4,599		\$464,499	\$166	-\$10,000	\$54	1.9%	0.0%	\$3,262	\$130,469
	3,008	4/2.5	2	2	\$476,900	\$0	\$0	\$0	\$4,769		\$481,669	\$160	-\$10,000	\$54	1.9%	0.0%	\$3,380	\$135,211
	3,637	5/3.5	2	2	\$487,990	\$0	\$0	\$0	\$4,880		\$492,870	\$136	-\$10,000	\$54	1.9%	0.0%	\$3,458	\$138,306
	2,058				\$397,676	\$0	\$0	\$0	\$3,977		\$401,653	\$210	-\$10,000	\$54	1.9%	0.0%	\$2,828	\$113,109
8 Keeneland/50 History Maker Homes Aubrey Detached - 6,000 OR 50 Expected Sell-Out By 09/27 at 1.67 per mo.																		
Contracts / Sales Pace / SPL3M: 7 / 1.7 / 1.0	1,824	3/2	1	2	\$371,990	\$10,000	\$0	\$26,039	\$3,720		\$391,749	\$215	-\$15,000	\$54	1.9%	0.0%	\$2,759	\$110,373
Annual Starts / L12M Start Rate: 11 / 0.9	1,914	3/2	1	2	\$379,990	\$10,000	\$0	\$26,599	\$3,800		\$400,389	\$209	-\$15,000	\$54	1.9%	0.0%	\$2,819	\$112,760
Annual Closings / L12M Closing Rate: 0 / 0.0	2,278	4/3	1	2	\$402,990	\$10,000	\$0	\$28,209	\$4,030		\$425,229	\$187	-\$15,000	\$54	1.9%	0.0%	\$2,991	\$119,621
Total Units / Occupancy / Occ. Rate: 70 / 0 / 0	2,550	4/3	2	2	\$420,990	\$10,000	\$0	\$29,469	\$4,210		\$444,669	\$174	-\$15,000	\$54	1.9%	0.0%	\$3,125	\$124,991
	2,721	4/2	2	2	\$430,990	\$10,000	\$0	\$30,169	\$4,310		\$455,469	\$167	-\$15,000	\$54	1.9%	0.0%	\$3,199	\$127,974
	2,966	4/2.5	2	2	\$445,990	\$10,000	\$0	\$31,219	\$4,460		\$471,669	\$159	-\$15,000	\$54	1.9%	0.0%	\$3,311	\$132,449
	3,108	4/3	2	2	\$455,990	\$10,000	\$0	\$31,919	\$4,560		\$482,469	\$155	-\$15,000	\$54	1.9%	0.0%	\$3,386	\$135,433
	3,637	5/3.5	2	2	\$487,990	\$10,000	\$0	\$34,159	\$4,880		\$517,029	\$142	-\$15,000	\$54	1.9%	0.0%	\$3,624	\$144,979
	2,625				\$424,615	\$10,000	\$0	\$29,723	\$4,246		\$448,584	\$176	-\$15,000	\$54	1.9%	0.0%	\$3,152	\$126,072

Competitive Supply Detail (CMA)

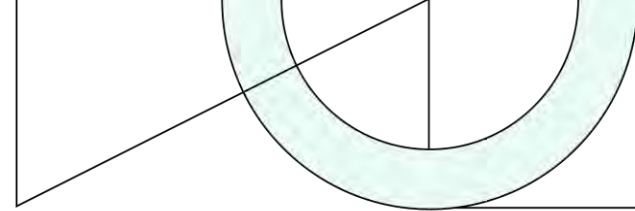
Appendix



Project		Size				— Incentives —			— Typical Spending —		Estimated	Est.	Closing \$/ Incentive	— Pymt Impacting —			80.0%	35.0%
Project Detail		(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF		Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
9	Keeneland/50 Impression Homes Aubrey Detached - 6,000 OR 50 Expected Sell-Out By 02/39 at 0.39 per mo.																	
Contracts / Sales Pace / SPL3M: 2 / 0.4 / 0.3		1,424	3/2	1	2	\$299,990	\$23,999	\$0	\$44,999	\$3,000	\$323,989	\$228	-\$10,000	\$54	1.9%	0.0%	\$2,291	\$91,656
Annual Starts / L12M Start Rate: 16 / 1.3		1,491	3/2	1	2	\$336,990	\$26,959	\$0	\$50,549	\$3,370	\$363,949	\$244	-\$10,000	\$54	1.9%	0.0%	\$2,567	\$102,694
Annual Closings / L12M Closing Rate: 0 / 0.0		1,491	3/2	1	2	\$351,990	\$28,159	\$0	\$52,799	\$3,520	\$380,149	\$255	-\$10,000	\$54	1.9%	0.0%	\$2,679	\$107,169
Total Units / Occupancy / Occ. Rate: 70 / 0 / 0		1,498	3/2	1	2	\$314,990	\$25,199	\$0	\$47,249	\$3,150	\$340,189	\$227	-\$10,000	\$54	1.9%	0.0%	\$2,403	\$96,131
		1,593	3/2	1	2	\$317,990	\$25,439	\$0	\$47,699	\$3,180	\$343,429	\$216	-\$10,000	\$54	1.9%	0.0%	\$2,426	\$97,025
		1,770	3/2	4	2	\$346,990	\$27,759	\$0	\$52,049	\$3,470	\$374,749	\$212	-\$10,000	\$54	1.9%	0.0%	\$2,642	\$105,677
		1,791	3/2	1	2	\$325,990	\$26,079	\$0	\$48,899	\$3,260	\$352,069	\$197	-\$10,000	\$54	1.9%	0.0%	\$2,485	\$99,412
		1,861	3/2	1	2	\$356,990	\$28,559	\$0	\$53,549	\$3,570	\$385,549	\$207	-\$10,000	\$54	1.9%	0.0%	\$2,717	\$108,660
		1,915	4/2	1	2	\$359,990	\$28,799	\$0	\$53,999	\$3,600	\$388,789	\$203	-\$10,000	\$54	1.9%	0.0%	\$2,739	\$109,555
		2,022	4/2	1	2	\$374,990	\$29,999	\$0	\$56,249	\$3,750	\$404,989	\$200	-\$10,000	\$54	1.9%	0.0%	\$2,851	\$114,030
		2,135	4/2	2	2	\$360,990	\$28,879	\$0	\$54,149	\$3,610	\$389,869	\$183	-\$10,000	\$54	1.9%	0.0%	\$2,746	\$109,854
		2,147	3/2	2	2	\$360,990	\$28,879	\$0	\$54,149	\$3,610	\$389,869	\$182	-\$10,000	\$54	1.9%	0.0%	\$2,746	\$109,854
		2,327	3/2	2	2	\$375,990	\$30,079	\$0	\$56,399	\$3,760	\$406,069	\$175	-\$10,000	\$54	1.9%	0.0%	\$2,858	\$114,329
		2,556	4/3	2	2	\$419,900	\$33,592	\$0	\$62,985	\$4,199	\$453,492	\$177	-\$10,000	\$54	1.9%	0.0%	\$3,186	\$127,428
		2,687	4/2	2	2	\$424,990	\$33,999	\$0	\$63,749	\$4,250	\$458,989	\$171	-\$10,000	\$54	1.9%	0.0%	\$3,224	\$128,947
		1,914				\$355,317	\$28,425	\$0	\$53,298	\$3,553	\$383,743	\$205	-\$10,000	\$54	1.9%	0.0%	\$2,704	\$108,161
10	Sandbrock Ranch/45 Highland Homes Sandbrock Ranch Aubrey Detached - 5,400 OR 45 Expected Sell-Out By 03/25 at 6.24 per mo.																	
Contracts / Sales Pace / SPL3M: 464 / 6.2 / 1.		1,599	3/2	1	2	\$415,990	\$15,000	\$0	\$49,919	\$4,160	\$455,069	\$285	-\$10,000	\$65	2.3%	0.0%	\$3,359	\$134,371
Annual Starts / L12M Start Rate: 0 / 0.0		1,782	4/2	1	2	\$434,990	\$15,000	\$0	\$52,199	\$4,350	\$476,539	\$267	-\$10,000	\$65	2.3%	0.0%	\$3,515	\$140,588
Annual Closings / L12M Closing Rate: 61 / 5.1		1,944	4/2	1	2	\$433,990	\$15,000	\$0	\$52,079	\$4,340	\$475,409	\$245	-\$10,000	\$65	2.3%	0.0%	\$3,507	\$140,261
Total Units / Occupancy / Occ. Rate: 516 / 46%		1,953	3/2	1	2	\$436,990	\$15,000	\$0	\$52,439	\$4,370	\$478,799	\$245	-\$10,000	\$65	2.3%	0.0%	\$3,531	\$141,243
		2,310	4/3	1	2	\$465,990	\$15,000	\$0	\$55,919	\$4,660	\$511,569	\$221	-\$10,000	\$65	2.3%	0.0%	\$3,768	\$150,732
		2,327	4/3	1	2	\$467,990	\$15,000	\$0	\$56,159	\$4,680	\$513,829	\$221	-\$10,000	\$65	2.3%	0.0%	\$3,785	\$151,386
		2,480	3/2	2	2	\$485,990	\$15,000	\$0	\$58,319	\$4,860	\$534,169	\$215	-\$10,000	\$65	2.3%	0.0%	\$3,932	\$157,276
		2,486	4/3	2	2	\$495,990	\$15,000	\$0	\$59,519	\$4,960	\$545,469	\$219	-\$10,000	\$65	2.3%	0.0%	\$4,014	\$160,548
		2,613	4/4	2	2	\$502,990	\$15,000	\$0	\$60,359	\$5,030	\$553,379	\$212	-\$10,000	\$65	2.3%	0.0%	\$4,071	\$162,838
		2,651	4/3	2	2	\$500,990	\$15,000	\$0	\$60,119	\$5,010	\$551,119	\$208	-\$10,000	\$65	2.3%	0.0%	\$4,055	\$162,184
		2,676	4/4	2	2	\$533,990	\$15,000	\$0	\$64,079	\$5,340	\$588,409	\$220	-\$10,000	\$65	2.3%	0.0%	\$4,325	\$172,982
		2,685	4/3	2	2	\$503,990	\$15,000	\$0	\$60,479	\$5,040	\$554,509	\$207	-\$10,000	\$65	2.3%	0.0%	\$4,079	\$163,165
		2,292				\$473,323	\$15,000	\$0	\$56,799	\$4,733	\$519,855	\$230	-\$10,000	\$65	2.3%	0.0%	\$3,828	\$153,131

Competitive Supply Detail (CMA)

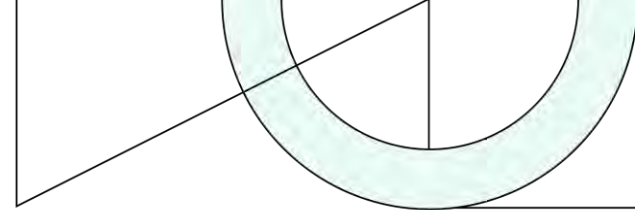
Appendix



Project		Size				— Incentives —			— Typical Spending —		Estimated	Est.		— Pymt Impacting —			80.0%	35.0%	
Project Detail		(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income	
11	Sandbrock Ranch/50 Highland Homes Sandbrock Ranch Aubrey Detached - 6,000 OR 50 Expected Sell-Out By 11/24 at 4.60 per mo.																		
Contracts / Sales Pace / SP L3M: 340 / 4.6 / 6.		1,864	3/2	1	2	\$483,990	\$15,000	\$0	\$82,278	\$4,840	\$556,108	\$298	-\$10,000	\$65	2.3%	0.0%	\$4,091	\$163,629	
Annual Starts / L12M Start Rate: 38 / 3.2		2,055	4/2	1	2	\$495,990	\$15,000	\$0	\$84,318	\$4,960	\$570,268	\$278	-\$10,000	\$65	2.3%	0.0%	\$4,193	\$167,729	
Annual Closings / L12M Closing Rate: 50 / 4.2		2,133	4/2	1	2	\$491,990	\$15,000	\$0	\$83,638	\$4,920	\$565,548	\$265	-\$10,000	\$65	2.3%	0.0%	\$4,159	\$166,362	
Total Units / Occupancy / Occ. Rate: 357 / 31%		2,240	4/2	1	2	\$496,990	\$15,000	\$0	\$84,488	\$4,970	\$571,448	\$255	-\$10,000	\$65	2.3%	0.0%	\$4,202	\$168,071	
		2,263	4/2	1	2	\$503,990	\$15,000	\$0	\$85,678	\$5,040	\$579,708	\$256	-\$10,000	\$65	2.3%	0.0%	\$4,262	\$170,462	
		2,299	4/2	1	2	\$503,990	\$15,000	\$0	\$85,678	\$5,040	\$579,708	\$252	-\$10,000	\$65	2.3%	0.0%	\$4,262	\$170,462	
		2,490	4/3	2	2	\$540,990	\$15,000	\$0	\$91,968	\$5,410	\$623,368	\$250	-\$10,000	\$65	2.3%	0.0%	\$4,578	\$183,105	
		2,593	4/3	2	2	\$537,990	\$15,000	\$0	\$91,458	\$5,380	\$619,828	\$239	-\$10,000	\$65	2.3%	0.0%	\$4,552	\$182,080	
		2,679	4/4	2	2	\$558,990	\$15,000	\$0	\$95,028	\$5,590	\$644,608	\$241	-\$10,000	\$65	2.3%	0.0%	\$4,731	\$189,255	
		2,788	4/3	2	2	\$572,990	\$15,000	\$0	\$97,408	\$5,730	\$661,128	\$237	-\$10,000	\$65	2.3%	0.0%	\$4,851	\$194,039	
		2,843	4/3	2	2	\$559,990	\$15,000	\$0	\$95,198	\$5,600	\$645,788	\$227	-\$10,000	\$65	2.3%	0.0%	\$4,740	\$189,597	
		2,960	4/4	2	2	\$583,990	\$15,000	\$0	\$99,278	\$5,840	\$674,108	\$228	-\$10,000	\$65	2.3%	0.0%	\$4,945	\$197,797	
		2,965	4/3	2	2	\$574,990	\$15,000	\$0	\$97,748	\$5,750	\$663,488	\$224	-\$10,000	\$65	2.3%	0.0%	\$4,868	\$194,722	
		2,475				\$531,298	\$15,000	\$0	\$90,321	\$5,313	\$611,931	\$250	-\$10,000	\$65	2.3%	0.0%	\$4,495	\$179,793	
12	Sandbrock Ranch/50 David Weekley Homes Sandbrock Ranch Aubrey Detached - 6,000 OR 50 Expected Sell-Out By 11/24 at 3.33 per mo.																		
Contracts / Sales Pace / SP L3M: 240 / 3.3 / 3.		1,875	3/2	1	2	\$487,990	\$0	\$0	\$58,559	\$4,880	\$551,429	\$294	-\$16,500	\$65	2.3%	0.0%	\$4,057	\$162,274	
Annual Starts / L12M Start Rate: 41 / 3.4		2,111	3/2	1	2	\$498,990	\$0	\$0	\$59,879	\$4,990	\$563,859	\$267	-\$16,500	\$65	2.3%	0.0%	\$4,147	\$165,873	
Annual Closings / L12M Closing Rate: 45 / 3.8		2,219	3/2	1	2	\$501,990	\$0	\$0	\$60,239	\$5,020	\$567,249	\$256	-\$16,500	\$65	2.3%	0.0%	\$4,171	\$166,854	
Total Units / Occupancy / Occ. Rate: 256 / 23%		2,237	4/3	1	2	\$506,990	\$0	\$0	\$60,839	\$5,070	\$572,899	\$256	-\$16,500	\$65	2.3%	0.0%	\$4,212	\$168,491	
		2,358	4/3	1	2	\$524,990	\$0	\$0	\$62,999	\$5,250	\$593,239	\$252	-\$16,500	\$65	2.3%	0.0%	\$4,360	\$174,380	
		2,645	4/2	2	2	\$553,990	\$0	\$0	\$66,479	\$5,540	\$626,009	\$237	-\$16,500	\$65	2.3%	0.0%	\$4,597	\$183,869	
		2,775	4/3	2	2	\$564,990	\$0	\$0	\$67,799	\$5,650	\$638,439	\$230	-\$16,500	\$65	2.3%	0.0%	\$4,687	\$187,469	
		2,806	4/2	2	2	\$559,990	\$0	\$0	\$67,199	\$5,600	\$632,789	\$226	-\$16,500	\$65	2.3%	0.0%	\$4,646	\$185,832	
		2,978	4/3	2	2	\$566,990	\$0	\$0	\$68,039	\$5,670	\$640,699	\$215	-\$16,500	\$65	2.3%	0.0%	\$4,703	\$188,123	
		3,209	5/4	2	2	\$587,990	\$0	\$0	\$70,559	\$5,880	\$664,429	\$207	-\$16,500	\$65	2.3%	0.0%	\$4,875	\$194,994	
		2,521				\$535,490	\$0	\$0	\$64,259	\$5,355	\$605,104	\$244	-\$16,500	\$65	2.3%	0.0%	\$4,445	\$177,816	

Competitive Supply Detail (CMA)

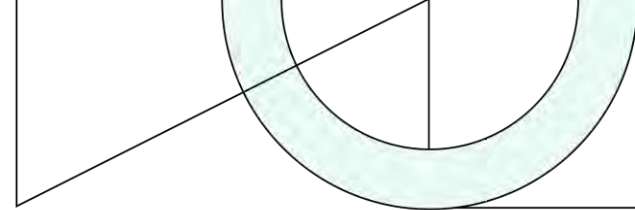
Appendix



Project		Size			— Incentives —			— Typical Spending —			Estimated	Est.		— Pymt Impacting —			80.0%	35.0%
Project Detail		(SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
13	Sandbrock Ranch/50 Coventry Homes Sandbrock Ranch Aubrey Detached - 6,000 OR 50 Expected Sell-Out By 10/26 at 1.38 per mo.																	
Contracts / Sales Pace / SPL3M: 56 / 1.4 / 2.3		2,883	3/2	1	3	\$659,990	\$0	\$16,000	\$85,799	\$6,600	\$736,389	\$255	-\$20,000	\$72	2.3%	0.0%	\$5,403	\$216,111
Annual Starts / L12M Start Rate: 39 / 3.3		2,898	4/3	1	3	\$645,990	\$0	\$16,000	\$83,979	\$6,460	\$720,429	\$249	-\$20,000	\$72	2.3%	0.0%	\$5,287	\$211,490
Annual Closings / L12M Closing Rate: 37 / 3.1		2,932	4/4	1	3	\$648,990	\$0	\$16,000	\$84,369	\$6,490	\$723,849	\$247	-\$20,000	\$72	2.3%	0.0%	\$5,312	\$212,480
Total Units / Occupancy / Occ. Rate: 93 / 66 /		3,193	4/3	2	3	\$669,990	\$0	\$16,000	\$87,099	\$6,700	\$747,789	\$234	-\$20,000	\$72	2.3%	0.0%	\$5,485	\$219,412
	3,306	5/3	2	2	\$675,990	\$0	\$16,000	\$87,879	\$6,760	\$754,629	\$228	-\$20,000	\$72	2.3%	0.0%	\$5,535	\$221,393	
	3,547	4/3	2	3	\$708,990	\$0	\$16,000	\$92,169	\$7,090	\$792,249	\$223	-\$20,000	\$72	2.3%	0.0%	\$5,807	\$232,286	
	3,628	4/4	2	3	\$710,990	\$0	\$16,000	\$92,429	\$7,110	\$794,529	\$219	-\$20,000	\$72	2.3%	0.0%	\$5,824	\$232,946	
	3,769	5/4	2	3	\$724,990	\$0	\$16,000	\$94,249	\$7,250	\$810,489	\$215	-\$20,000	\$72	2.3%	0.0%	\$5,939	\$237,568	
	3,780	5/4	2	3	\$716,990	\$0	\$16,000	\$93,209	\$7,170	\$801,369	\$212	-\$20,000	\$72	2.3%	0.0%	\$5,873	\$234,927	
	4,089	5/4	2	3	\$749,990	\$0	\$16,000	\$97,499	\$7,500	\$838,989	\$205	-\$20,000	\$72	2.3%	0.0%	\$6,146	\$245,820	
	3,403				\$691,290	\$0	\$16,000	\$89,868	\$6,913	\$772,071	\$229	-\$20,000	\$72	2.3%	0.0%	\$5,661	\$226,443	
14	Edgewood Creek/50 First Texas Homes Celina Detached - 5,750 OR 50 Expected Sell-Out By 10/27 at 5.06 per mo.																	
Contracts / Sales Pace / SPL3M: 105 / 5.1 / 1.		1,817	3/2	1	2	\$444,950	\$22,248	\$15,000	\$53,394	\$8,899	\$469,996	\$259	-\$20,000	\$71	2.1%	0.4%	\$3,562	\$142,467
Annual Starts / L12M Start Rate: 175 / 14.6		1,924	3/2	1	2	\$454,950	\$22,748	\$15,000	\$54,594	\$9,099	\$480,896	\$250	-\$20,000	\$71	2.1%	0.4%	\$3,639	\$145,550
Annual Closings / L12M Closing Rate: 166 / 13		2,018	3/3	1	2	\$454,950	\$22,748	\$15,000	\$54,594	\$9,099	\$480,896	\$238	-\$20,000	\$71	2.1%	0.4%	\$3,639	\$145,550
Total Units / Occupancy / Occ. Rate: 301 / 166 /		2,122	4/3	1	2	\$459,950	\$22,998	\$15,000	\$55,194	\$9,199	\$486,346	\$229	-\$20,000	\$71	2.1%	0.4%	\$3,677	\$147,092
	2,168	4/3	1	2	\$464,950	\$23,248	\$15,000	\$55,794	\$9,299	\$491,796	\$227	-\$20,000	\$71	2.1%	0.4%	\$3,716	\$148,634	
	2,171	-/3	1	2	\$464,950	\$23,248	\$15,000	\$55,794	\$9,299	\$491,796	\$227	-\$20,000	\$71	2.1%	0.4%	\$3,716	\$148,634	
	2,182	4/3	1	2	\$469,950	\$23,498	\$15,000	\$56,394	\$9,399	\$497,246	\$228	-\$20,000	\$71	2.1%	0.4%	\$3,754	\$150,176	
	2,477	4/3	2	2	\$549,950	\$27,498	\$15,000	\$65,994	\$10,999	\$584,446	\$236	-\$20,000	\$71	2.1%	0.3%	\$4,371	\$174,844	
	2,665	4/2	2	2	\$579,950	\$28,998	\$15,000	\$69,594	\$11,599	\$617,146	\$232	-\$20,000	\$71	2.1%	0.3%	\$4,602	\$184,095	
	2,683	5/3	2	2	\$594,950	\$29,748	\$15,000	\$71,394	\$11,899	\$633,496	\$236	-\$20,000	\$71	2.1%	0.3%	\$4,718	\$188,721	
	3,185	4/3	2	2	\$629,950	\$31,498	\$15,000	\$75,594	\$12,599	\$671,646	\$211	-\$20,000	\$71	2.1%	0.3%	\$4,988	\$199,513	
	3,200	5/3	2	2	\$629,950	\$31,498	\$15,000	\$75,594	\$12,599	\$671,646	\$210	-\$20,000	\$71	2.1%	0.3%	\$4,988	\$199,513	
	3,452	5/3	2	2	\$700,950	\$35,048	\$15,000	\$84,114	\$14,019	\$749,036	\$217	-\$20,000	\$71	2.1%	0.3%	\$5,535	\$221,406	
	3,475	5/3	2	2	\$643,950	\$32,198	\$15,000	\$77,274	\$12,879	\$686,906	\$198	-\$20,000	\$71	2.1%	0.3%	\$5,096	\$203,830	
	3,505	5/3	2	2	\$646,950	\$32,348	\$15,000	\$77,634	\$12,939	\$690,176	\$197	-\$20,000	\$71	2.1%	0.3%	\$5,119	\$204,755	
	3,678	5/3	2	2	\$710,950	\$35,548	\$15,000	\$85,314	\$14,219	\$759,936	\$207	-\$20,000	\$71	2.1%	0.3%	\$5,612	\$224,490	
	3,725	5/4	2	2	\$677,950	\$33,898	\$15,000	\$81,354	\$13,559	\$723,966	\$194	-\$20,000	\$71	2.1%	0.3%	\$5,358	\$214,314	
	3,970	5/3	2	2	\$720,950	\$36,048	\$15,000	\$86,514	\$14,419	\$770,836	\$194	-\$20,000	\$71	2.1%	0.3%	\$5,689	\$227,574	
	2,801				\$572,283	\$28,614	\$15,000	\$68,674	\$11,446	\$608,789	\$222	-\$20,000	\$71	2.1%	0.3%	\$4,543	\$181,731	

Competitive Supply Detail (CMA)

Appendix



Project		Size				— Incentives —			— Typical Spending —		Estimated	Est.		— Pymt Impacting —			80.0%	35.0%
Project Detail		Size (SF)	Bd/Ba	Level	Pkg	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing \$/SF	Closing \$/ Incentive	Mo. HOA	Base Tax	Addl Taxes	7.0% Mo.Pmt.	Qualifying Income
15	Sutton Fields/50 Mattamy Homes Sutton Fields Aubrey Detached - 6,000 OR 50 Expected Sell-Out By 11/24 at 6.85 per mo.																	
Contracts / Sales Pace / SPL3M: 11 / 6.8 / 6.8		1,868	3/2	1	2	\$474,690	\$0	\$0	\$42,722	\$4,747	\$522,159	\$280	-\$15,000	\$45	2.1%	0.2%	\$3,813	\$152,517
Annual Starts / L12M Start Rate: 28 / 2.3		2,094	3/2	1	2	\$497,860	\$0	\$0	\$44,807	\$4,979	\$547,646	\$262	-\$15,000	\$45	2.1%	0.2%	\$3,993	\$159,727
Annual Closings / L12M Closing Rate: 0 / 0.0		2,318	3/2	1	3	\$545,330	\$0	\$0	\$49,080	\$5,453	\$599,863	\$259	-\$15,000	\$45	2.1%	0.2%	\$4,362	\$174,499
Total Units / Occupancy / Occ. Rate: 38 / 0 / 0		2,573	4/2	1	2	\$545,330	\$0	\$0	\$49,080	\$5,453	\$599,863	\$233	-\$15,000	\$45	2.1%	0.2%	\$4,362	\$174,499
		2,573	4/2	1	2	\$545,330	\$0	\$0	\$49,080	\$5,453	\$599,863	\$233	-\$15,000	\$45	2.1%	0.2%	\$4,362	\$174,499
		2,787	4/3	1	3	\$581,690	\$0	\$0	\$52,352	\$5,817	\$639,859	\$230	-\$15,000	\$45	2.1%	0.1%	\$4,645	\$185,814
		2,880	4/2	2	2	\$578,660	\$0	\$0	\$52,079	\$5,787	\$636,526	\$221	-\$15,000	\$45	2.1%	0.1%	\$4,622	\$184,871
		3,038	4/2	2	2	\$588,820	\$0	\$0	\$52,994	\$5,888	\$647,702	\$213	-\$15,000	\$45	2.1%	0.1%	\$4,701	\$188,033
		3,210	4/3	2	2	\$599,870	\$0	\$0	\$53,988	\$5,999	\$659,857	\$206	-\$15,000	\$45	2.1%	0.1%	\$4,787	\$191,471
		3,291	4/3	1	3	\$665,520	\$0	\$0	\$59,897	\$6,655	\$732,072	\$222	-\$15,000	\$45	2.1%	0.1%	\$5,298	\$211,901
		3,381	4/3	2	2	\$631,180	\$0	\$0	\$56,806	\$6,312	\$694,298	\$205	-\$15,000	\$45	2.1%	0.1%	\$5,030	\$201,215
		3,447	4/3	1	3	\$683,700	\$0	\$0	\$61,533	\$6,837	\$752,070	\$218	-\$15,000	\$45	2.1%	0.1%	\$5,439	\$217,558
		3,470	5/4	2	2	\$635,220	\$0	\$0	\$57,170	\$6,352	\$698,742	\$201	-\$15,000	\$45	2.1%	0.1%	\$5,062	\$202,472
		3,501	5/3	2	2	\$652,390	\$0	\$0	\$58,715	\$6,524	\$717,629	\$205	-\$15,000	\$45	2.1%	0.1%	\$5,195	\$207,815
		3,502	4/3	2	3	\$650,370	\$0	\$0	\$58,533	\$6,504	\$715,407	\$204	-\$15,000	\$45	2.1%	0.1%	\$5,180	\$207,186
		3,708	5/4	2	2	\$672,590	\$0	\$0	\$60,533	\$6,726	\$739,849	\$200	-\$15,000	\$45	2.1%	0.1%	\$5,353	\$214,101
		3,982	5/4	2	2	\$702,890	\$0	\$0	\$63,260	\$7,029	\$773,179	\$194	-\$15,000	\$45	2.1%	0.1%	\$5,588	\$223,530
		3,037				\$603,026	\$0	\$0	🟢 \$54,272	\$6,030	\$663,328	\$223	-\$15,000	\$45	2.1%	0.1%	\$4,811	\$192,454
16	Sutton Fields/Tradition/50-60 D.R. Horton Sutton Fields Aubrey Detached - 6,000 OR 50 Expected Sell-Out By 11/26 at 8.33 per mo.																	
Contracts / Sales Pace / SPL3M: 580 / 8.3 / 1:		1,620	3/2	1	2	\$457,000	\$20,000	\$0	\$0	\$4,570	\$441,570	\$273	\$0	\$45	2.1%	0.2%	\$3,235	\$129,385
Annual Starts / L12M Start Rate: 174 / 14.5		1,840	4/2	1	2	\$472,000	\$20,000	\$0	\$0	\$4,720	\$456,720	\$248	\$0	\$45	2.1%	0.2%	\$3,342	\$133,671
Annual Closings / L12M Closing Rate: 106 / 8.1		1,935	4/2	1	2	\$481,000	\$20,000	\$0	\$0	\$4,810	\$465,810	\$241	\$0	\$45	2.1%	0.2%	\$3,406	\$136,243
Total Units / Occupancy / Occ. Rate: 804 / 106		2,014	4/2	1	2	\$486,000	\$20,000	\$0	\$0	\$4,860	\$470,860	\$234	\$0	\$45	2.1%	0.2%	\$3,442	\$137,671
		2,060	4/3	1	2	\$488,800	\$20,000	\$0	\$0	\$4,888	\$473,688	\$230	\$0	\$45	2.1%	0.2%	\$3,462	\$138,471
		2,065	4/2	1	2	\$490,000	\$20,000	\$0	\$0	\$4,900	\$474,900	\$230	\$0	\$45	2.1%	0.2%	\$3,470	\$138,814
		2,185	4/3	2	2	\$515,000	\$20,000	\$0	\$0	\$5,150	\$500,150	\$229	\$0	\$45	2.1%	0.2%	\$3,649	\$145,958
		2,434	4/3	2	2	\$528,000	\$20,000	\$0	\$0	\$5,280	\$513,280	\$211	\$0	\$45	2.1%	0.2%	\$3,742	\$149,672
		2,506	4/3	2	2	\$532,000	\$20,000	\$0	\$0	\$5,320	\$517,320	\$206	\$0	\$45	2.1%	0.2%	\$3,770	\$150,815
		2,913	4/3	2	2	\$564,000	\$20,000	\$0	\$0	\$5,640	\$549,640	\$189	\$0	\$45	2.1%	0.1%	\$3,999	\$159,958
		2,966	4/3	2	2	\$572,000	\$20,000	\$0	\$0	\$5,720	\$557,720	\$188	\$0	\$45	2.1%	0.1%	\$4,056	\$162,244
		2,231				\$507,800	\$20,000	\$0	🟢 \$0	\$5,078	\$492,878	\$225	\$0	\$45	2.1%	0.2%	\$3,598	\$143,900

Appendix





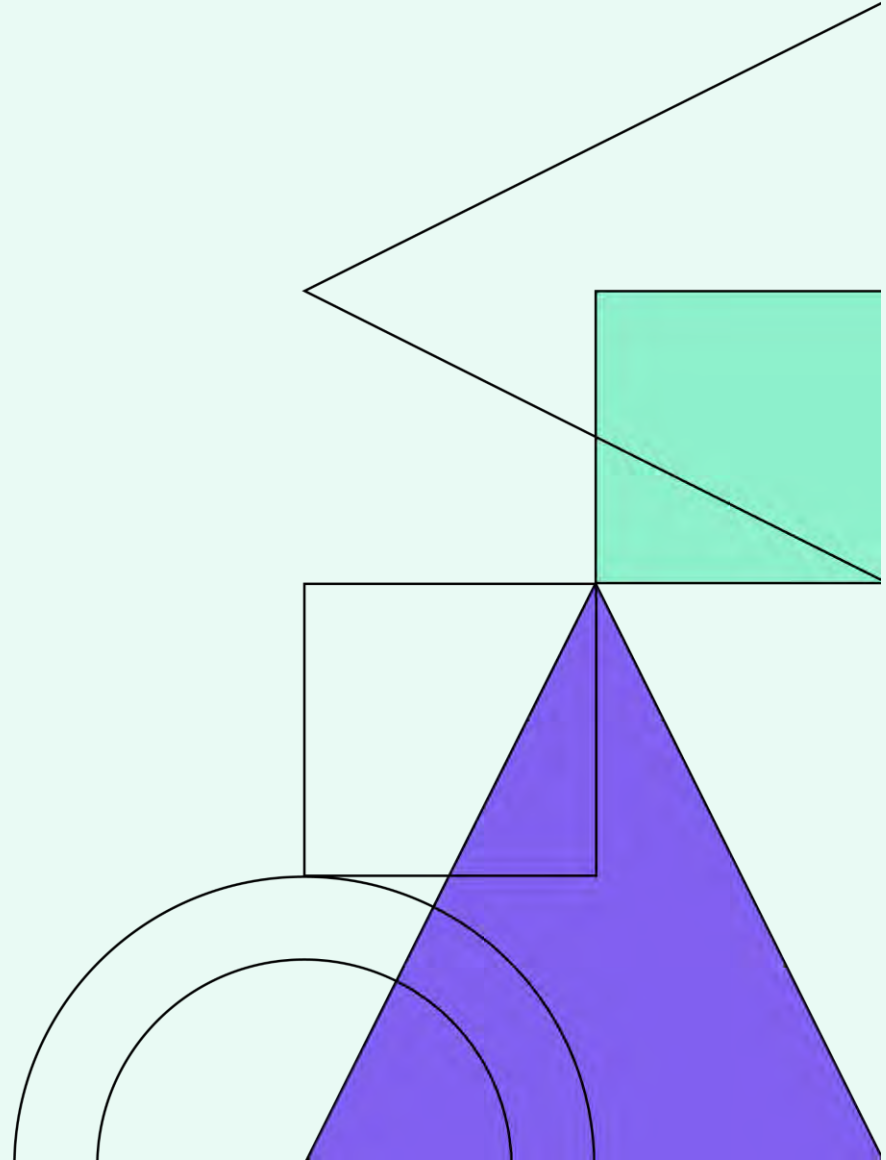
Thank you!

Zonda

4000 MacArthur, Suite 400

Newport Beach, CA 92660

(877) 966-3210



(this page intentionally left blank)

APPENDIX F
PROJECT AND FINANCE PLANS

(this page intentionally left blank)



**NOTICE OF MEETING
OF THE
TIRZ NO. 2 BOARD
Tuesday, December 7, 2021 – 6:00 pm**

Notice is hereby given that a meeting of the Tax Increment Reinvestment Zone (TIRZ) No. 2 Board of the City of Marble Falls, Texas will be held December 7, 2021 at 6:00 pm in the City Hall Council Chambers located at 800 Third Street, Marble Falls, Texas, at which time the following subjects will be discussed:

- 1. Call to Order.** *Chair Richard Westerman*
- 2. Administration of Oaths of Office.** *Christina McDonald, City Secretary*
- 3. Election of Vice Chair.** *TIRZ Board*
- 4. Discussion and Action on Resolution 2021-R-12 approving the Final Project and Finance Plan for TIRZ No. 2 to the City Council of the City of Marble Falls.** *Caleb Kraenzel, Assistant City Manager*
- 5. Discussion and Action on the approval of a Chapter 380 Agreement between MM Marble Falls 1070, LLC, the TIRZ No. 2 Board, and the City of Marble Falls for the development of property within the TIRZ No. 2.** *Caleb Kraenzel, Assistant City Manager*
- 6. Announcements and future agenda items.**
- 7. Adjournment.**

Certificate of Posting

I, Christina McDonald, City Secretary for the City of Marble Falls, Texas, do certify that this Notice of Meeting was posted at City Hall, in a place readily accessible to the general public at all times, on the 2nd day of December, 2021 at 3:00 pm and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Christina McDonald

Christina McDonald, TRMC
City Secretary

In compliance with the Americans with Disabilities Act, the City of Marble Falls will provide for reasonable accommodations for persons attending Open Meetings. To better serve you, requests should be received 24 hours prior to the meeting. Please contact Ms. Christina McDonald, City Secretary at (830) 693-3615.



TIRZ Agenda Item Cover Memo
December 7, 2021

Agenda Item No.: 2

Presenter: Christina McDonald, City Secretary

Department: Administration

Legal Review: ☐ **N/A**

AGENDA CAPTION

Administration of Oaths of Office.

BACKGROUND INFORMATION

The City Secretary will administrate Oaths of Office to all of the board members.

STAFF RECOMMENDATION



TIRZ Agenda Item Cover Memo
December 7, 2021

Agenda Item No.: 3
Presenter: Christina McDonald, City Secretary
Department: Administration
Legal Review: ☐ **N/A**

AGENDA CAPTION

Election of Vice Chair.

BACKGROUND INFORMATION

The board will elect a Vice Chair which will serve for a term of one year.

STAFF RECOMMENDATION



TIRZ Agenda Item Cover Memo

December 7, 2021

Agenda Item No.: 4

Presenter: Caleb Kraenzel, Assistant City Manager

Department: Administration

Legal Review: ☒

AGENDA CAPTION

Discussion and Action on Resolution 2021-R-12 approving the Final Project and Finance Plan for TIRZ No. 2 to the City Council of the City of Marble Falls.

BACKGROUND INFORMATION

TIRZ No. 2 was created by the City Council with adoption of Ordinance 2020-O-09A on September 15, 2020 and a Preliminary Project and Finance Plan was approved for projects to be constructed within the boundaries of the TIRZ. This item is for the TIRZ Board to consider action on Resolution 2021-R-12 which is to approve the Final Project and Finance Plan for TIRZ 2 attached to this memo.

A summary of the financing structure for the TIRZ established by the Final Project and Financing Plan is as follows:

- 50% of future City Ad Valorem tax increment generated within TIRZ No.2 to the City
- 50% of future City Ad Valorem tax increment generated within TIRZ No. 2 to Developer
 - For a 41-year term or a maximum revenue cap of \$124 Million
 - The residential development component of the TIRZ increment is to be used in the following priority: first, to reduce the PID annual installment over the life of the proposed PID so that the total equivalent tax rate (after TIRZ credit) does not exceed \$2.99 per \$100 of assessed value, and second as a 380 Agreement eligible reimbursement to the developer in accordance with the 380 Agreement set out in the next agenda item.
 - The commercial and multi-family component of the TIRZ increment is planned to be a 380 Agreement eligible reimbursement to the developer.
- The TIRZ is essential to fund the proposed Sports Complex and Recreation

Center Shell building as well as other public projects that are not funded or partially funded by the PID.

Final Project and Financing Plan (PPFP) has been reviewed by City staff and consultants consisting of the City Attorney, City PID Administrator (P3 Works), and City Bond Counsel (Bickerstaff, Heath, Delgado, and Acosta).

STAFF RECOMMENDATION

Approval of Resolution 2021-R-12.

RESOLUTION NO. 2021-R-12

A RESOLUTION OF THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF MARBLE FALLS, TEXAS, APPROVING THE FINAL PROJECT AND FINANCING PLAN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, as amended ("Act"), and Ordinance No. 2020-O-09A, adopted by the City Council of the City of Marble Falls, Texas ("City Council") on September 15, 2020, the City of Marble Falls, Texas ("City"), created the tax increment reinvestment zone identified as Reinvestment Zone Number Two, City of Marble Falls ("TIRZ No. 2" or "Zone"); and

WHEREAS, pursuant to Ordinance No. 2020-O-09A, the City Council created the Board of Directors ("Board") for TIRZ No. 2 and a preliminary Project and Financing Plan for TIRZ No. 2; and

WHEREAS, it is the function and responsibility of the Board to make recommendations to the City Council concerning the administration, management, and operation of TIRZ No. 2; and

WHEREAS, it is the responsibility of the Board to prepare and adopt a Project and Financing Plan attached hereto as Exhibit "A" (the "Plan") for TIRZ No. 2 and submit such Plan to the City Council for its approval; and

WHEREAS, the Board has been provided a presentation on the Plan; and

WHEREAS, the Board finds that the Plan is feasible and encourages further development within TIRZ No.2; and

WHEREAS, the Board finds that the Plan includes all information required by Section 311.003 (b) and (c) of the Act and therefore recommends that the City Council should approve that Plan as the final Project and Financing Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
REINVESTMENT ZONE NUMBER TWO, CITY OF MARBLE FALLS, TEXAS, THAT:**

Section 1: The Plan for Reinvestment Zone Number Two, City of Marble Falls, is hereby approved; the Board therefore recommends that the City Council approve that Plan as the final Project and Financing Plan for Reinvestment Zone Number Two, City of Marble Falls.

Section 2: The Chair of the Board is authorized to sign this Resolution on the Board's behalf.

Section 3: Should any provision, section, subsection, sentence, clause, or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City of Marble Falls hereby declares that it would have passed this Resolution, and each provision, section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more provisions, sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

Section 4: This Resolution shall take effect immediately from and after the date of its passage.

PASSED, APPROVED, and ADOPTED by the Board of Directors of Reinvestment Zone Number Two, City of Marble Falls, Texas, on this the 7th day of December, 2021 on vote of ____ AYES; ____ NAYS.

Richard Westerman, Chair

Attest:

Christina McDonald, City Secretary

EXHIBIT A Project and Financing Plan

Tax Increment Reinvestment Zone #2 City of Marble Falls, Texas

PROJECT AND FINANCING PLAN
DECEMBER 2021



Project and Financing Plan, TIRZ #2



Foreword

Table of Contents

■ Introduction	1
■ TIRZ Boundary	2
■ Current Conditions & Ownership	5
■ Proposed Development	7
■ Project Costs	9
■ Financial Feasibility Analysis	10
■ Terms and Conditions	20
■ Appendix A	21

DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate markets. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Marble Falls is located in southern Burnet County on the banks of Lake Marble Falls. It is about 38 miles northwest of downtown Austin and 80 miles north of San Antonio.

With a population of approximately 8,932 people, Marble Falls is the gateway to the Highland Lakes region of the Texas Hill Country. The area features rolling, wooded hills with numerous vistas of area lakes. Hunting, fishing, boating, golf, tennis and outdoor activities are plentiful. Working families and retirees enjoy these outdoor activities year round.

There are several independent school districts in the Marble Falls area. The largest is Marble Falls ISD, with over 4,000 students in grades K-12. There are also several private and parochial schools in the area offering pre-school through high school. Over 85% of the area's population are high school graduates, and over 24% of the region's adult population hold a bachelor's degree or higher.

Baylor Scott & White's state-of-the-art health care clinic, located near the intersection of US 281 and SH 71, opened in June of 2013. The Baylor Scott & White Hospital - Marble Falls - with a 46-bed tower (Phase I) and multispecialty services including primary care, cardiology, general surgery, orthopedics, podiatry, ophthalmology, gastrointestinal, and pain management - opened in August of 2015.



Project and Financing Plan, TIRZ #2





Tax Incremental Reinvestment Zone #2, City of Marble Falls

The goal of Tax Incremental Reinvestment Zone #2 (TIRZ) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. TIRZ #2 will promote the creation of a mixed-use development consisting of commercial development and residential development, including both single family and multifamily development, as well as major public facilities in the form of a sports complex and recreation center.

The project and financing plan outlines the funding of \$118,273,070 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, open space, park, and recreation facilities, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions.

Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.

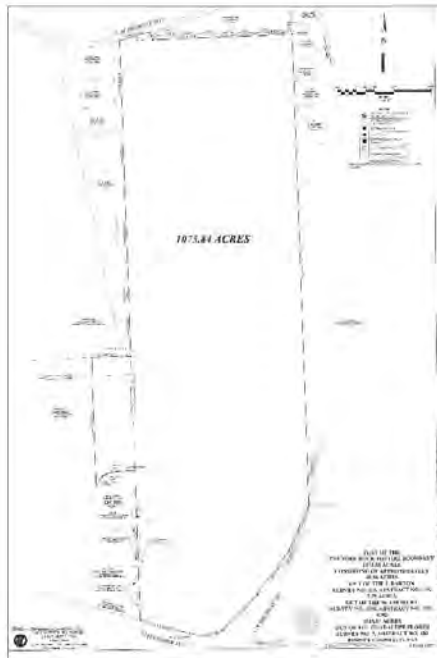


TIRZ Boundary



Boundary Description

Marble Falls TIRZ #2 is located in the south of the City of Marble Falls encompassing approximately 1073.84 acres. The TIRZ is located south of FM 2147, west of US Highway 281, and north of State Highway 71.

**Legal Description**

FIELD NOTES TO ACCOMPANY A SURVEY PLAT OF THE THUNDER ROCK PID/TIRZ BOUNDARY, A 1073.84 ACRE TRACT OF LAND CONSISTING OF APPROXIMATELY 40.50 ACRES OUT OF THE J. BARTON SURVEY NO. 418, ABSTRACT NO. 135, AND 7.75 ACRES OUT OF THE W. GIESBRECHT SURVEY NO. 1508, ABSTRACT NO. 1551, AND 1025.53 ACRES OUT OF THE GUADALUPE FLORES SURVEY NO. 7, ABSTRACT NO. 304, BURNET COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD 83. DISTANCES SHOWN ARE GRID DISTANCES. SURFACE DISTANCES CAN BE OBTAINED USING A SURFACE ADJUSTMENT FACTOR OF 1.00012.

BEGINNING AT A 11/2" REBAR FOUND FOR THE NORTHEAST CORNER OF THIS 1071.76 ACRES AND BEING THE SOUTHEAST CORNER OF CHANNEL OAKS, SECTION II, THE PLAT OF WHICH IS RECORDED IN VOLUME 1, PAGE 230, BURNET COUNTY PLAT RECORDS AND BEING IN THE WEST LINE OF THAT CERTAIN 12.19 ACRES CONVEYED TO JOHN RANDALL, RECORDED IN VOLUME 486, PAGE 800, BURNET COUNTY DEED RECORDS (B.C.D.R.), AS SHOWN ON THE PLAT OF LAKE MARBLE FALLS SUBDIVISION, AN UNRECORDED SUBDIVISION;

THENCE 501°04'09"E 10,030.44' WITH THE WEST LINE OF SAID LAKE MARBLE FALLS SUBDIVISION THEN THE WEST LINE OF 317.917 ACRES EXHIBIT "1" CONVEYED TO AMITA DIANE ROPER DORSEY IN VOLUME 1153, PAGE 0358, OFFICIAL PUBLIC RECORDS, BURNET COUNTY, TEXAS TO A 1/2" REBAR FOUND WITH PLASTIC CAP STAMPED "RPLS 1877" BEING POINT IN THE EAST RIGHT-OF-WAY OF THE OLD HIGHWAY 108 CONVEYED TO BURNET COUNTY, TEXAS IN VOLUME 75, PAGE 275 AND VOLUME 77, PAGE 277, B.C.D.R.,

THENCE 509°58'34"W 113.74', ALONG THE EAST RIGHT-OF-WAY OF SAID OLD HIGHWAY 108 TO A 1/2" REBAR FOUND WITH PLASTIC CAP STAMPED "RPLS 1877" BEING AN ANGLE POINT HEREOF;

THENCE ALONG THE PRESENT WEST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 281, 526°02'42"W, 410.47', TO A 11/2" REBAR FOUND WITH PLASTIC CAP STAMPED "RPLS 1877" IN THE EXISTING WEST RIGHT-OF-WAY OF SAID U.S. HIGHWAY 281;

THENCE WITH THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY 281 THEN THE NORTH RIGHT-OF-WAY OF STATE HIGHWAY 71 THE NEXT 501 (6) CALLS:

- 1.) 523°24'55"W, 588.00', TO A BRASS HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 2.) 556°38'26"W, 1134.58', TO A BRASS HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 3.) 544°08'29"W, 1061.61', TO A BRASS HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 4.) 576°10'25"W, 485.98', TO A BRASS HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 5.) N77°21'12"W, 400.36', TO A CONCRETE HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 6.) N74°29'20"W, 949.77', TO A MAG NAIL SET WITH WASHER STAMPED "WILLUS" BEING THE SOUTHWEST CORNER HEREOF WITHIN THE EXISTING RIGHT-OF-WAY OF PLAT ROCK BLVD. A 100' WIDE ACCESS EASEMENT CONVEYED TO THE CITY OF MARBLE FALLS IN DOCUMENT NO. 200904481, O.P.B.C.T.,

Legal Description (Continued)

THENCE ALONG THE WEST LINE HEREOF AND THE EAST LINE OF A REMNANT OF 1.50 ACRES CONVEYED TO CRAIG CROSSING, LLC IN DOCUMENT NO. 200802587, O.P.B.C.T., THEN THE EAST LINE OF A REMNANT OF 38.00 ACRES CONVEYED TO CRAIG CROSSING, LLC IN DOCUMENT NO. 201001057, O.P.B.C.T., THEN THE EAST LINE OF 1.50 ACRES CONVEYED TO LAKE OF THE HILLS REGIONAL MEDICAL CENTER IN DOCUMENT NO. 200802588, O.P.B.C.T., THEN THE EAST LINE OF A REMNANT OF 130.00 ACRES CONVEYED TO CRAIG CROSSING, LLC IN VOLUME 1399, PAGE 0234, O.P.B.C.T. AND ON THIS SECTANT PASSING THE SOUTHWEST AND NORTHWEST CORNERS OF 2.066 ACRES CONVEYED TO THE CITY OF MARBLE FALLS, TEXAS IN DOCUMENT NO. 200902588, O.P.B.C.T., FINALLY WITH THE EAST LINE OF 26.55 ACRES CONVEYED TO THE CITY OF MARBLE FALLS, TEXAS IN DOCUMENT NO. 201402040, O.P.B.C.T., N01°39'30"W, 8200.25' TO A PIPE POST, BEING AN ELL CORNER HEREOF AND BEING THE NORTHEAST CORNER OF SAID 26.55 ACRES.

THENCE WITH THE NORTH LINE OF SAID 26.55 ACRES AND A SOUTH LINE HEREOF WITH THE NEXT 4 CALLS AS ANGLE POINTS AS FOLLOWS:

- 1.) S88°38'52"W 408.02' TO A PIPE POST; 2.) S77°44'11"W 200.78' TO A PIPE POST; 3.) S80°19'06"W 308.41' TO A PIPE POST AND;

- 4.) S90°07'05"W 243.44' TO A 11/2" REBAR FOUND WITH CAP STAMPED "RPLS 1877" BEING AN ANGLE POINT IN THE EAST LINE OF TRACT NO. 2, 460.868 ACRES CONVEYED TO J. EMMITT SCHIEFFER IN VOLUME 168, PAGE 397, BURNET COUNTY DEED RECORDS AND BEING THE MOST WESTERLY SOUTHWEST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID 460.868 ACRES AND THE WEST LINE HEREOF, N01°28'40"W 2739.44' TO THE NORTHEAST CORNER OF SAID 460.868 ACRES AND BEING IN THE SOUTH LINE OF 584.00 ACRES CONVEYED TO JEFF R. McSPADEN, JR. IN DOCUMENT NO. 201509185, O.P.B.C.T. AND BEING THE MOST WESTERLY NORTHWEST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF SAID 584.00 ACRES N87°30'27"E 636.59' TO A 1/2" REBAR FOUND AT THE COMMON SOUTH CORNER OF SAID 184.00 ACRES AND OF 67.23 ACRES CONVEYED TO JANE BENEDUM, IN VOLUME 481, PAGE 837, O.P.B.C.T. AND S86°22'03"E 203.24' TO A 1/2" REBAR FOUND AT THE SOUTHEAST CORNER OF SAID 67.23 ACRES AND AN ELL CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID 67.23 ACRES AND OF 17.47 ACRES CONVEYED TO JANE BENEDUM, IN VOLUME 481, PAGE 837, O.P.B.C.T. AND THE WEST LINE HEREOF THE NEXT 5 CALLS AS FOLLOWS:

- 1.) N01°03'04"W 1183.24' TO A 1/2" REBAR FOUND; 2.) N01°49'14"W 295.61' TO A RECORD POINT; 3.) N01°43'19"W 2305.18' TO A 1/2" REBAR FOUND; 4.) N01°34'39"W 1140.52' TO A 1/2" REBAR FOUND AND;

- 5.) N01°40'49"W 1825.88' TO A 1/2" REBAR FOUND WITH CAP STAMPED "RPLS 1877" AT THE NORTHEAST CORNER OF SAID 17.47 ACRES AND THE NORTHWEST CORNER HEREOF IN THE SOUTH LINE OF R. M. HIGHWAY 2147, ALSO BEING THE NORTHWEST CORNER OF LOT NO. 1 OF SAID CHANNEL OAKS, SECTION II;

THENCE WITH SAID HIGHWAY LINE AND THE NORTH LINE OF LOT NOS. 1, 2, 3 AND 4 OF SAID CHANNEL OAKS, SECTION II, N74°04'09"E 659.98' TO A 11/2" REBAR FOUND, AT THE COMMON NORTH CORNER OF LOTS 4 AND 5 OF SAID CHANNEL OAKS, SECTION II;

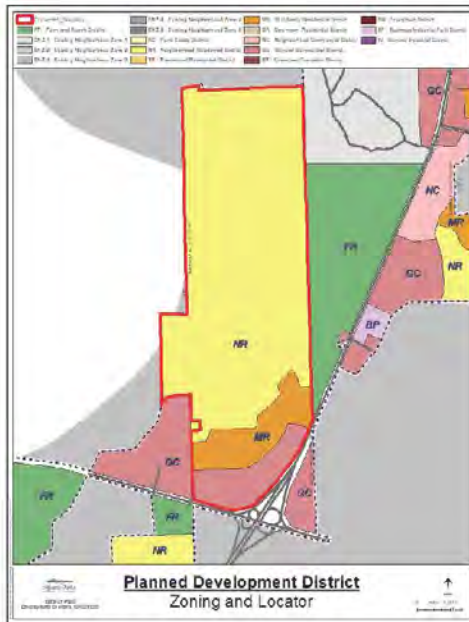
THENCE ALONG THE COMMON LINE OF LOTS 4, 5 THEN 38, 523°15'41"E 180.31', TO A 1/2" REBAR FOUND AT THE COMMON SOUTH CORNER OF LOTS 4 AND 38 OF SAID CHANNEL OAKS, SECTION II;

THENCE WITH THE SOUTH LINE OF SAID CHANNEL OAKS, SECTION II AND THE NORTH LINE HEREOF WITH THE NEXT 4 CALLS AS FOLLOWS:

- 1.) N85°15'43"E 1430.40' TO A 1/2" REBAR FOUND WITH CAP STAMPED "RPLS 1877"; 2.) N86°38'31"E 454.17' TO A 11/2" REBAR FOUND WITH CAP STAMPED "RPLS 1877"; 3.) N87°53'19"E 407.13' TO A 1/2" REBAR FOUND WITH CAP STAMPED "RPLS 1877" AND

N82°08'58"E 695.85' TO THE PLACE OF BEGINNING (P.O.B.)

Current Conditions



Land Use

The land within the zone is predominately vacant.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of implementation.

Zoning

The property was zoned a Planned Development District pursuant to Ordinance No. 2020-O-12A approved on December 1, 2020.

It is not anticipated there will be any changes to the City of Marble Falls zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Current Conditions



Current Ownership Information

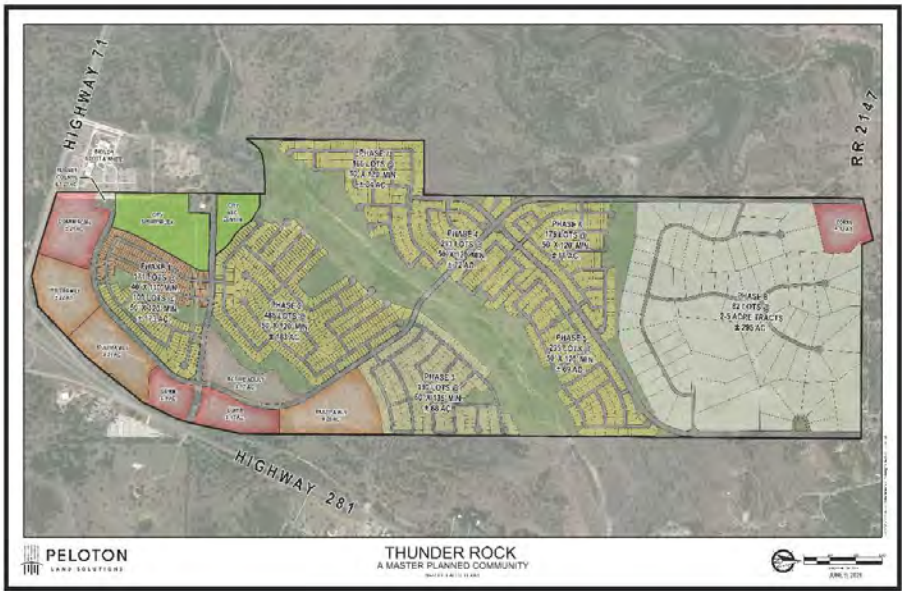
There are currently 6 tax parcels within Tax Increment Reinvestment Zone #2. Three of the parcels are owned by the City of Marble Falls. There is an approximately 1.225 acre tract located within the zone owned by Burnet County. The 2020 taxable base value of the property located within the zone is \$508,079.

It is the City's desire to have two of the parcels owned by the City developed, facilitated by a direct transfer agreement between the City and a private entity, pursuant to Chapter 272 of the Local Government Code. Subject to a separate agreement, the County has transferred a tract to the Developer for the purposes of facilitating development.

For further details of parcels included within the TIRZ see Appendix A.

Proposed Development

TIRZ #2 contains a planned proposed development, consisting of residential development, including both single family and multifamily development, as well as commercial development.



Project and Financing Plan, BRZ #2

7



Proposed Development

Anticipated Development

The TIRZ #2 development is anticipated to be a large scale mixed use development that will be constructed over the next several years and financed in part by incremental real property tax generated within the TIRZ.

The table provides an overview of the potential development that we believe will occur during the life of the TIRZ along with estimated dates of when the new construction will begin and be completed.

	Construction Start	Final Delivery	Units/SF	Taxable Value PSF/Unit	Incremental Value
SINGLE FAMILY					
40, 50, 60 FT & RANCHETTE LOTS	2022	2031	1,900	\$ 288,057	\$ 563,507,662
					\$ 563,567,662
MULTIFAMILY					
MULTIFAMILY/ACTIVE ADULT	2034	2031	1,074	\$ 95,000	\$ 102,030,000
					\$ 102,030,000
COMMERCIAL					
COMMERCIAL	2026	2031	204,000	\$ 125	\$ 25,500,000
					\$ 25,500,000
Total					\$ 691,097,662

Project and Financing Plan, BRZ #2

8



Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Incremental Reinvestment Zone #2 that will be financed in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs			
Water Facilities and Improvements	\$	12,255,875	10.36%
Sewer Facilities and Improvements	\$	12,255,875	10.36%
Storm Water Facilities and Improvements	\$	12,255,875	10.36%
Street and Intersection Improvements	\$	16,624,218	14.07%
Open Space, Park and Recreation Facilities and Improvements	\$	5,525,285	4.67%
		To be determined annually, maximum amount \$124,000,000*	
Economic Development Grants*			---
Land and Right of Way Acquisitions	\$	3,269,000	2.79%
Public Facilities	\$	3,780,736	3.20%
Administrative Costs	\$	6,228,055	5.37%
	\$	119,271,970	100.0%

*The Economic Development Grants amount will be determined annually, with a maximum grant amount of \$124,000,000. In accordance with the Thunder Rock Development Agreement, if an offset of assessments is not needed per the Thunder Rock Public Improvement District Service and Assessment Plan (the "SAP"), the remainder of TIRZ revenues is allocated to the Economic Development Grant.

The costs illustrated in the table above, including the Economic Development Grants, are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The project costs include costs listed as Authorized Improvements in the SAP, and revenues generated from the TIRZ may be used to provide a offset of public improvement district assessments as shown in the SAP. The City will review invoices and inspect the Authorized Improvements prior to acceptance and approve reimbursement of such Authorized Improvements.

Economic Development Grants authorized by Chapter 311 of the Texas Tax Code
Sec. 311.030. POWERS AND DUTIES OF BOARD OF DIRECTORS

(h) Subject to the approval of the governing body of the municipality or county that designated the zone, the board of directors of a reinvestment zone, as necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes, may establish and provide for the administration of one or more programs for the public purpose of developing and diversifying the economy of the zone, eliminating unemployment and underemployment in the zone, and developing or expanding transportation, business, and commercial activity in the zone, including programs to make grants and loans from the tax increment fund of the zone in an aggregate amount not to exceed the amount of the tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone. For purposes of this subsection, an approval of the municipality or county, the board of directors of the zone has all the powers of a municipality under Chapter 390, Local Government Code. The approval required by this subsection may be granted in an ordinance. In the case of a zone designated by a municipality, or in an order, in the case of a zone designated by a county, approving a project plan or reinvestment zone financing plan or approving an amendment to a project plan or reinvestment zone financing plan.

Chapter 311 of the Texas Tax Code

Sec. 311.002. DEFINITIONS

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

- capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures, the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures, the actual costs of the remediation of conditions that contaminate public or private land or buildings, the actual costs of the preservation of the facade of a public or private building, the actual costs of the demolition of public or private buildings, and the actual costs of the acquisition of land and equipment and the cleaning and grading of land;
- financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
- real property assembly costs;
- professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
- imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
- relocation costs;
- organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
- interest before and during construction and for one year after completion of construction, whether or not capitalized;
- the cost of operating the reinvestment zone and project facilities;
- the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
- the costs of school buildings, other educational facilities, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
- payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plan for the zone.

Project and Financing Plan, BRZ #2

9



Financial Feasibility Analysis

Method of Financing

To fund the public improvements outlined on the previous page, the City of Marble Falls will contribute 50% of the ad valorem real property increment within the Zone.

Debt Service

It is anticipated at this time that the TIRZ will not incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the table below.

The following pages show the estimated captured value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, we have found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax		Participation	
City of Marble Falls	0.61000000	50%	0.30500000
Burnet County	0.35820000	0%	0.00000000
Burnet County Special	0.04170000	0%	0.00000000
Central Texas Groundwater	0.00740000	0%	0.00000000
Marble Falls ISD	1.19850000	0%	0.00000000
	2.21590000		0.30500000

Personal Property Tax		Participation	
City of Marble Falls	0.61000000	0%	0.00000000
Burnet County	0.35820000	0%	0.00000000
Burnet County Special	0.04170000	0%	0.00000000
Central Texas Groundwater	0.00740000	0%	0.00000000
Marble Falls ISD	1.19850000	0%	0.00000000
	2.21590000		0.00000000

Sales Tax		Participation	
City of Marble Falls	0.02000000	0.00%	0.00000000
State of Texas	0.06250000	0.0000%	0.00000000
	0.08250000		0.00000000

Project and Financing Plan, BRZ #2

10



SINGLE FAMILY : INPUT & OUTPUT

► **INPUT**

APPLICABLE RATE	1.00%
-----------------	-------

DISCOUNT RATE	8.34 %
---------------	--------

REAL PROPERTY TAX	TAX CATCH		
CITY of Marlow Mills	0.01000000	0%	0.20440000
Stamford County	0.02320000	0%	0.00000000
Stamford County Board	0.00700000	0%	0.00000000
CH2M Hill Construction	0.00700000	0%	0.00000000
MARLOW PAID TO	0.00000000	0%	0.00000000
	0.04720000		0.20440000

OFFICIAL PROPERTY TAX		PAGE 10 ITEM	
CITY OF MARION, IND	1.0151942	7%	0.0000000
Marion County	0.0024969	0%	0.0000000
Marion County, Special	0.0017641	0%	0.0000000
Cumulative Totals for (county)	0.0094552	7%	0.0000000
MARION, PAID 2011	0.0000000	0%	0.0000000
	\$ 0.0000000		0.0000000

City of New York	0.010000	1%	0.010000
1990-2000	0.010000	1%	0.010000
	0.010000		0.010000

	WEEK ENDINGS	AUTO REVENUE	TOTAL PROPERTY INVESTMENT	RPT. TAX VALUE	Sales TAX VALUE
68-20, 69-PT 6, 69-CHURCH ST.	1071	1,361	\$18,837	\$1,303,347	-
TOTAL	106	1,361	\$18,837	\$1,303,347	-

► **OUTPUT**

[illegible]

Category	2019	2020	2021	2022	2023	2024
2019-2020	100%	100%	100%	100%	100%	100%
2020-2021	100%	100%	100%	100%	100%	100%
2021-2022	100%	100%	100%	100%	100%	100%
2022-2023	100%	100%	100%	100%	100%	100%
2023-2024	100%	100%	100%	100%	100%	100%
2024-2025	100%	100%	100%	100%	100%	100%
2025-2026	100%	100%	100%	100%	100%	100%
2026-2027	100%	100%	100%	100%	100%	100%
2027-2028	100%	100%	100%	100%	100%	100%
2028-2029	100%	100%	100%	100%	100%	100%
2029-2030	100%	100%	100%	100%	100%	100%
2030-2031	100%	100%	100%	100%	100%	100%
2031-2032	100%	100%	100%	100%	100%	100%
2032-2033	100%	100%	100%	100%	100%	100%
2033-2034	100%	100%	100%	100%	100%	100%
2034-2035	100%	100%	100%	100%	100%	100%
2035-2036	100%	100%	100%	100%	100%	100%
2036-2037	100%	100%	100%	100%	100%	100%
2037-2038	100%	100%	100%	100%	100%	100%
2038-2039	100%	100%	100%	100%	100%	100%
2039-2040	100%	100%	100%	100%	100%	100%
2040-2041	100%	100%	100%	100%	100%	100%
2041-2042	100%	100%	100%	100%	100%	100%
2042-2043	100%	100%	100%	100%	100%	100%
2043-2044	100%	100%	100%	100%	100%	100%
2044-2045	100%	100%	100%	100%	100%	100%
2045-2046	100%	100%	100%	100%	100%	100%
2046-2047	100%	100%	100%	100%	100%	100%
2047-2048	100%	100%	100%	100%	100%	100%
2048-2049	100%	100%	100%	100%	100%	100%
2049-2050	100%	100%	100%	100%	100%	100%
2050-2051	100%	100%	100%	100%	100%	100%
2051-2052	100%	100%	100%	100%	100%	100%
2052-2053	100%	100%	100%	100%	100%	100%
2053-2054	100%	100%	100%	100%	100%	100%
2054-2055	100%	100%	100%	100%	100%	100%
2055-2056	100%	100%	100%	100%	100%	100%
2056-2057	100%	100%	100%	100%	100%	100%
2057-2058	100%	100%	100%	100%	100%	100%
2058-2059	100%	100%	100%	100%	100%	100%
2059-2060	100%	100%	100%	100%	100%	100%
2060-2061	100%	100%	100%	100%	100%	100%
2061-2062	100%	100%	100%	100%	100%	100%
2062-2063	100%	100%	100%	100%	100%	100%
2063-2064	100%	100%	100%	100%	100%	100%
2064-2065	100%	100%	100%	100%	100%	100%
2065-2066	100%	100%	100%	100%	100%	100%
2066-2067	100%	100%	100%	100%	100%	100%
2067-2068	100%	100%	100%	100%	100%	100%
2068-2069	100%	100%	100%	100%	100%	100%
2069-2070	100%	100%	100%	100%	100%	100%
2070-2071	100%	100%	100%	100%	100%	100%
2071-2072	100%	100%	100%	100%	100%	100%

[illegible]

TABLE 2. BONDING REACTION OF COIT: BENEFIT ANALYSIS

BANKING		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367	1368	1369	1370	1371	1372	1373	1374	1375	1376	1377	1378	1379	1380	1381	1382	1383	1384	1385	1386	1387	1388	1389	1390	1391	1392	1393	1394	1395	1396	1397	1398	1399	1400	1401	1402	1403	1404	1405	1406	1407	1408	1409	1410	1411	1412	1413	1414	1415	1416	1417	1418	1419	1420	1421	1422	1423	1424	1425	1426	1427	1428	1429	1430	1431	1432	1433	1434	1435	1436	1437	1438	1439	1440	1441	1442	1443	1444	1445	1446	1447	1448	1449	1450	1451	1452	1453	1454	1455	1456	1457	1458	1459	1460	1461	1462	1463	1464	1465	1466	1467	1468	1469	1470	1471	1472	1473	1474	1475	1476	1477	1478	1479	1480	1481	1482	1483	1484	1485	1486	1487	1488	1489	1490	1491	1492	1493	1494	1495	1496	1497	1
---------	--	---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	---

MULTIFAMILY ; INPUT & OUTPUT

• INPUT

DISPLAY RATE	100%
--------------	------

DISCOUNT RATE:	4.0%
----------------	------

[illegible][illegible]

Off-Target Rate	0.000000	0%	0.000000
Off-Target Rate	0.000000	0%	0.000000
Off-Target Rate	0.000000	0%	0.000000

	PROFIT (LOSS)	SALES EXPENSES	SALES EXPENSES	SALES EXPENSES	SALES EXPENSES	SALES EXPENSES
MULTI-PHASE VARIETY ADULT	250	1874	1874	1874	1874	1874
TOTAL		1874	1874	1874	1874	1874

► **СЛРМ**

[illegible][illegible]

USE CATEGORY	AREA	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6	AREA 7	AREA 8	AREA 9	AREA 10	AREA 11	AREA 12	AREA 13	AREA 14	AREA 15	AREA 16	AREA 17	AREA 18	AREA 19	AREA 20	AREA 21	AREA 22	AREA 23	AREA 24	AREA 25	AREA 26	AREA 27	AREA 28	AREA 29	AREA 30	AREA 31	AREA 32	AREA 33	AREA 34	AREA 35	AREA 36	AREA 37	AREA 38	AREA 39	AREA 40	AREA 41	AREA 42	AREA 43	AREA 44	AREA 45	AREA 46	AREA 47	AREA 48	AREA 49	AREA 50	AREA 51	AREA 52	AREA 53	AREA 54	AREA 55	AREA 56	AREA 57	AREA 58	AREA 59	AREA 60	AREA 61	AREA 62	AREA 63	AREA 64	AREA 65	AREA 66	AREA 67	AREA 68	AREA 69	AREA 70	AREA 71	AREA 72	AREA 73	AREA 74	AREA 75	AREA 76	AREA 77	AREA 78	AREA 79	AREA 80	AREA 81	AREA 82	AREA 83	AREA 84	AREA 85	AREA 86	AREA 87	AREA 88	AREA 89	AREA 90	AREA 91	AREA 92	AREA 93	AREA 94	AREA 95	AREA 96	AREA 97	AREA 98	AREA 99	AREA 100
USE CATEGORY	AREA	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6	AREA 7	AREA 8	AREA 9	AREA 10	AREA 11	AREA 12	AREA 13	AREA 14	AREA 15	AREA 16	AREA 17	AREA 18	AREA 19	AREA 20	AREA 21	AREA 22	AREA 23	AREA 24	AREA 25	AREA 26	AREA 27	AREA 28	AREA 29	AREA 30	AREA 31	AREA 32	AREA 33	AREA 34	AREA 35	AREA 36	AREA 37	AREA 38	AREA 39	AREA 40	AREA 41	AREA 42	AREA 43	AREA 44	AREA 45	AREA 46	AREA 47	AREA 48	AREA 49	AREA 50	AREA 51	AREA 52	AREA 53	AREA 54	AREA 55	AREA 56	AREA 57	AREA 58	AREA 59	AREA 60	AREA 61	AREA 62	AREA 63	AREA 64	AREA 65	AREA 66	AREA 67	AREA 68	AREA 69	AREA 70	AREA 71	AREA 72	AREA 73	AREA 74	AREA 75	AREA 76	AREA 77	AREA 78	AREA 79	AREA 80	AREA 81	AREA 82	AREA 83	AREA 84	AREA 85	AREA 86	AREA 87	AREA 88	AREA 89	AREA 90	AREA 91	AREA 92	AREA 93	AREA 94	AREA 95	AREA 96	AREA 97	AREA 98	AREA 99	AREA 100

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

[illegible]

COMMERCIAL : INPUT & OUTPUT

► **INSPIRE**

DATA SET NAME	TYPE	
REGRESSION	REG	
CLASSIFICATION	CLS	
TIME SERIES	TSM	
SPATIAL DATA	SPD	
TEXT DATA	TXT	
GRAPH DATA	GRD	
VIDEO DATA	VDO	
SENSOR DATA	SEN	
HEALTH DATA	HLT	
FINANCIAL DATA	FIN	
SCIENTIFIC DATA	SCI	
LEGAL DATA	LEG	
SPORTS DATA	SPR	
ENVIRONMENTAL DATA	ENV	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA	RET	
EDUCATION DATA	EDU	
RESEARCH DATA	RES	
INDUSTRY DATA	IND	
GOVERNMENT DATA	GOV	
TELECOM DATA	TEL	
WEATHER DATA	WEA	
CLIMATE DATA	CLM	
ASTRONOMY DATA	AST	
ARCHAEOLOGY DATA	ARC	
ANTHROPOLOGY DATA	ANT	
GENETICS DATA	GEN	
IMMUNOLOGY DATA	IMM	
PHYSIOLOGY DATA	PHY	
PSYCHOLOGY DATA	PSY	
SOCIOLOGY DATA	SOC	
POLITICAL DATA	POL	
ECONOMICS DATA	ECON	
MARKETING DATA	MKT	
SALES DATA	SAL	
OPERATIONS DATA	OPS	
MANUFACTURING DATA	MFG	
CONSTRUCTION DATA	CON	
INFRASTRUCTURE DATA	INF	
TRANSPORTATION DATA	TRN	
ENERGY DATA	ENR	
AGRICULTURE DATA	AGR	
RETAIL DATA		

COMMERCIAL		TOTAL		TOTAL COMMERCIAL		TOTAL		TOTAL COMMERCIAL	
TIME DELIVER	PRICE	TIME DELIVER	PRICE	TIME DELIVER	PRICE	TIME DELIVER	PRICE	TIME DELIVER	PRICE
10:00	10.00	10:00	10.00	10:00	10.00	10:00	10.00	10:00	10.00
TOTAL		TOTAL		TOTAL		TOTAL		TOTAL	
10.00		10.00		10.00		10.00		10.00	

➤ OUTPUT

[illegible]

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

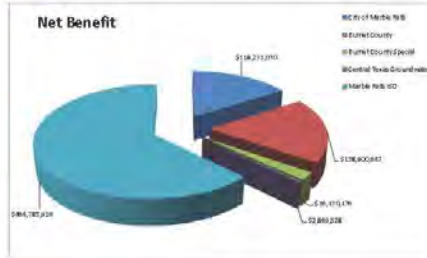
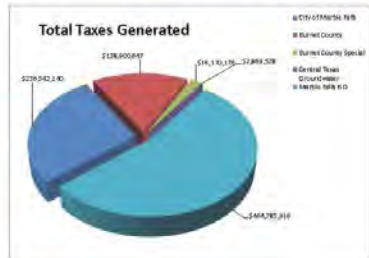
[illegible]

[illegible][illegible]

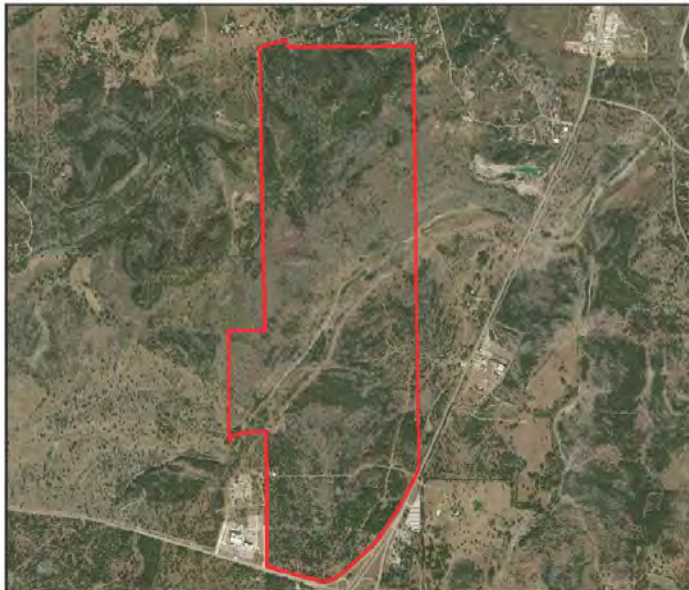
Financial Feasibility Analysis - Summary

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	TIF	Net Benefit
City of Marble Falls	\$236,342,140	\$118,271,070	\$118,271,070
Burnet County	\$130,950,647	\$0	\$130,950,647
Burnet County Special	\$16,170,176	\$0	\$16,170,176
Central Texas Groundwater	\$2,658,539	\$0	\$2,658,539
Marble Falls ISD	\$484,725,916	\$0	\$484,725,916
Total	\$860,797,408	\$118,271,070	\$742,526,338



Terms and Conditions



Projects Cost Estimates:

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

Length of TIRZ #2:

Termination of the Zone shall occur upon the earlier of: (i) December 31, 2061 (with final year's tax to be collected by September 1, 2062); or (ii) until the amount of the City's ad valorem Tax Increment placed into the Tax Increment Fund, as defined in Ordinance No. 2000-0-09A, totals One Hundred Twenty Four Million Dollars (\$124,000,000); or (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code, to make grants. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

BURNET CENTRAL APPRAISAL DISTRICT

P. O. BOX 404 / 527 SOUTH PARK CT
BURNET, TEXAS 78611
PHONE: (817) 564-4014
FAX: (817) 264-7873
burnetad@ntv.com
www.burnetad.com

July 2, 2021

CERTIFICATE OF OWNERSHIP

I, Stan Humphill, do under oath, hereby certify that I have examined the tax roll of Burnet Central Appraisal District and on the 2nd day of July 2021, and find that the following persons/entities own the property within the proposed Thunder Rock Public Improvement District, as described in the Resolution No. 2020-7-1 (PA of the City of Marble Falls, Inc. within Burnet County, Please see the below ownership list) showing ownership of the property to the proposed PID:

Owner	Prop ID	Acres in Proposed PID
BURNET COUNTY	115011	3.23
MARBLE FALLS CITY OF	102069	2.666
MARBLE FALLS CITY OF	115060	26.33
MARBLE FALLS CITY OF	115070	30.33
MM MARBLE FALLS 2070 LLC	50462	292.559
MM MARBLE FALLS 2070 LLC	50455	35
MM MARBLE FALLS 2070 LLC	101061	71.11
MM MARBLE FALLS 2070 LLC	101062	5.264
MM MARBLE FALLS 2070 LLC	9979	0.659
MM MARBLE FALLS 2070 LLC	119010	1.35

WITNESS MY SIGNATURE this 2nd day of July 2021.

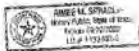
Burnet Central Appraisal District

By Stan Humphill
Name: Stan Humphill
Title: Chief Appraiser

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 2nd day of July 2021 by Stan Humphill.



Anne M. Spradling
Anne Spradling
Notary Public



TIRZ No. 2 Board Agenda Item Cover Memo

December 7, 2021

Agenda Item No.: 5

Presenter: Caleb Kraenzel, Assistant City Manager

Department: Administration

Legal Review: ☒

AGENDA CAPTION

Discussion and Action on the approval of a Chapter 380 agreement between MM Marble Falls 1070, LLC, the TIRZ No. 2 Board, and the City of Marble Falls for the development of property within TIRZ No. 2.

BACKGROUND INFORMATION

This item is for the approval of a Chapter 380 Agreement which will allow 50% of the ad valorem tax revenue generated from within TIRZ No. 2 to be paid to the developer of the Thunder Rock for projects identified in the Final Finance Plan approved in the previous agenda item.

Chapter 380 Agreements are authorized pursuant to Article III, Section 52-a of the Texas Constitution and Chapter 380 of Texas Local Government Code and authorize the City to establish and administer "Programs" and to provide grants or incentives of public money to promote local economic development and to stimulate business and commercial activity in the City.

The City has previously on October 19, 2010 adopted a Chapter 380 Policy and this 380 Agreement is consistent with the Policy adopted by the City; and

The 380 Agreement provides that the City and the Board intend for the TIRZ Revenues collected from the City ad valorem TIRZ increment to be: (i) transferred annually to the City and used to off-set or pay a portion of the Assessments levied within the PID District securing PID Bonds for each phase of Development for the Authorized Improvements in order to lower the amount of the Assessments on properties within the District in each year, (except Assessments levied in Improvement Area #1 of the District for the Improvement Area #1 Projects and Assessments levied in the Major Improvement Area of the District for the Major Improvement Area Projects, which shall not receive such credit), and (ii) to provide an economic development grant to the Developer, not to exceed \$124,000,000.00, which amount includes 6% interest on the balance, over the life of the Program. These grant proceeds will be paid annually to the Developer for the remaining balance of the monies in the TIRZ Fund after application of the annual credit to offset a

portion of the Assessments, if any.

Pursuant to the 380 Agreement, the City and the Board agree to dedicate fifty percent (50%) of the City's ad valorem tax increment attributable to the TIRZ, based on the City's tax rate each year and as authorized by law, for a period of forty-one (41) years, or until the cumulative amount of City ad valorem TIRZ increment placed into the TIRZ Fund (as defined in the Project and Financing Plan) including interest on the balance, totals One Hundred Twenty Four Million Dollars (\$124,000,000.00), whichever comes first.

RECOMMENDATION

Based on the existing development agreement, continuing performance by the developer, City Staff recommends approval of the 380 Agreement.

Memo Contents:

- Chapter 380 Agreement – Pages 3-12
- Exhibit A – Metes and Bounds Depiction of the TIRZ boundaries – Pages 13-15
- Exhibit B – Project and Financing Plan – Pages 16-27
- Exhibit C – Form of TIRZ Reimbursement Certificate – Pages 28-30

TIRZ NO. 2 ECONOMIC DEVELOPMENT AGREEMENT

This TIRZ No. 2 Economic Development Agreement (the “Agreement”) is entered into as of the 7th day of December 2021 (the “Effective Date”), by and between the **CITY OF MARBLE FALLS**, Texas, a home-rule municipality situated in Burnet County, Texas (the “City”), **MM MARBLE FALLS 1070, LLC**, a Texas limited liability company (the “Developer”), and the **BOARD OF DIRECTORS** (the “Board”) of Reinvestment Zone Number Two, City of Marble Falls, Texas (the “TIRZ”) created pursuant to the provisions of Chapter 311, Texas Tax Code, as amended (the “Act”).

RECITALS

WHEREAS, the City, the Developer, and the Board are sometimes collectively referenced in this Agreement as “Parties” or, each individually, as a “Party”; and

WHEREAS, the TIRZ was created pursuant to Ordinance No. 2020-O-09A, adopted by the City Council of the City (the “City Council”) on September 15, 2020, pursuant to the Act; and

WHEREAS, on December 7, 2021, pursuant to Ordinance No. 2021-O-12B, the City Council approved a Final Project and Finance Plan for the TIRZ (the “Project and Financing Plan”, attached hereto as Exhibit “B”); and

WHEREAS, on October 6, 2020, the City created the Thunder Rock Public Improvement District, pursuant to Chapter 372, Texas Local Government Code, as amended (the “District”), the boundaries of the District being described by metes and bounds and depicted on Exhibit “A” attached hereto and made a part hereof for all purposes; and

WHEREAS, the District is coterminous with the boundaries of the TIRZ and the City, subject to the approval of the City Council, will levy special assessments (the “Assessments”) on properties within the District to pay for construction of the Authorized Improvements (as defined in the Service and Assessment Plan), all as set forth in that certain Thunder Rock Public Improvement District Service and Assessment Plan dated as of July 20, 2021, regarding the levy of Assessments (as amended and supplemented from time to time, the “Service and Assessment Plan”); and

WHEREAS, the City, subject to the approval of the City Council, intends to issue special assessment revenue bonds (the “PID Bonds”) secured by a pledge of the Assessments, for the purpose of providing funds to construct the Authorized Improvements; and

WHEREAS, the Project and Financing Plan provides for the collection of fifty percent (50%) of the City’s ad valorem tax increment attributable to the TIRZ, based on the City’s tax rate each year and as authorized by law, for a period of forty-one (41) years, or until the amount of City ad valorem TIRZ increment placed into the TIRZ Fund (as defined in the Project and Financing Plan), including interest on the balance, totals One Hundred Twenty Four Million Dollars (\$124,000,000.00), whichever comes first; and

WHEREAS, the TIRZ Revenues are intended by the Board and the City to be dedicated

to off-set or pay a portion of the Assessments levied for the costs of construction of the Authorized Improvements as set forth in the Service and Assessment Plan and the Project and Financing Plan necessary for the development of the Property as a mixed use development (the “Development”); and

WHEREAS, the Authorized Improvements shall be owned and maintained by the City for the benefit of the Development and the TIRZ; and

WHEREAS, after the off-set of Assessments, the TIRZ Revenues are intended by the Board and the City to be dedicated to the payment of a Chapter 380 grant to the Developer as set forth in the Project and Financing Plan as consideration for the Developer’s undertaking of the Development; to reimburse Developer for actual costs of TIRZ projects as set forth in the Project and Financing Plan (the “TIRZ Projects”); and to reimburse the Developer for other projects and costs, including but not limited to reimbursing the Developer for deposits made in connection with the issuance of PID Bonds, which promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, Article III, Section 52-a of the Texas Constitution and Chapter 380 of Texas Local Government Code provide constitutional and statutory authority for establishing and administering the Program to provide grants or incentives of public money to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, Article III, Section 52-a of the Texas Constitution provides that the development and diversification of the economy of the state is a public purpose; and

WHEREAS, the City has found that providing a grant of funds to Developer in exchange for Developer’s undertaking of the Development will promote local economic development and stimulate business and commercial activity and create jobs within the City (the “Program”); and

WHEREAS, the City has previously adopted a Chapter 380 Policy on October 19, 2010 and this Agreement is consistent with the policy adopted by the City; and

WHEREAS, the City has determined that the Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program, as set out in the Project and Financing Plan, attached hereto, contain controls to ensure that the public purpose is accomplished; and

WHEREAS, the Parties have agreed for the Developer to undertake the Development as set forth in the Development Agreement, and the Development Agreement and documents related to the District and the TIRZ contain controls to ensure the public purpose is accomplished; and

WHEREAS, but for the Developer undertaking the Development, the TIRZ would not generate sufficient TIRZ increment to provide the grant to the Developer as set forth in the Project and Financing Plan; and

WHEREAS, pursuant to Section 311.010(h) of the Act, the Board may establish and provide for the administration of one or more programs, including the Program, for the public purposes of developing and diversifying the economy of the zone, eliminating unemployment and

underemployment in the zone, and developing or expanding transportation, business, and commercial activity in the zone, including programs to make grants and loans from the tax increment fund of the zone in an aggregate amount not to exceed the amount of the tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone, and the Board has all the powers of a municipality under Chapter 380, Texas Local Government Code; and

WHEREAS, the City and the Board intend for the TIRZ Revenues collected from the City ad valorem TIRZ increment to be: (i) transferred annually to the City and used to off-set or pay a portion of the Assessments levied within the District securing PID Bonds for each phase of Development for the Authorized Improvements in order to lower the amount of the Assessments on properties within the District in each year, except Assessments levied in Improvement Area #1 of the District for the Improvement Area #1 Projects and Assessments levied in the Major Improvement Area of the District for the Major Improvement Area Projects, which shall not receive such credit, and (ii) to provide an economic development grant to the Developer, not to exceed \$124,000,000.00, which amount includes interest on the balance, over the life of the Program, pursuant to Chapter 380, Texas Local Government Code, as amended (“Chapter 380”), which grant proceeds will be paid annually for the remaining balance of the monies in the TIRZ Fund after application of the annual credit to offset a portion of the Assessments; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE I **THE DEVELOPMENT**

Section 1.01. Completion of the Authorized Improvements. The City agrees to the construction and completion of the Authorized Improvements by the Developer or caused by the Developer within the Development, which construction is authorized and provided for in that certain Thunder Rock Development Agreement by and between the Developer and the City, approved by the City Council on September 1, 2020 (the “Development Agreement”).

Section 1.02. Issuance of the PID Bonds. The City, subject to the approval of the City Council, intends to proceed with the sale of the PID Bonds and to use a portion of the proceeds from the sale of the PID Bonds to pay for the costs of the Authorized Improvements as incurred by the Developer.

Section 1.03. Use of TIRZ Revenues. Obligation of the Board and the City to dedicate the TIRZ Revenues and commence payments of grant funds.

(a) The City and the Board agree to dedicate fifty percent (50%) of the City’s ad valorem tax increment attributable to the TIRZ, based on the City’s tax rate each year and as authorized by law, for a period of forty-one (41) years, or until the cumulative amount of City ad valorem TIRZ increment placed into the TIRZ Fund (as defined in the Project and Financing Plan) whether that amount remains in such Fund or has been allocated or dedicated as provided in the following Section 1.03 (b), including interest on the balance, totals One Hundred Twenty Four

Million Dollars (\$124,000,000.00), whichever comes first.

(b) The City and the Board agree to allocate or dedicate the TIRZ Revenues collected from the City ad valorem TIRZ increment to the City, and such TIRZ Revenues shall be used in the following order of priority:

- (i) First, to pay administrative expenses of the TIRZ;
- (ii) Second, up to the TIRZ Maximum Annual Credit Amount as outlined in the Service and Assessment Plan, to pay all or a portion of the Assessments levied within the District securing each series of PID Bonds for each phase of Development for the Authorized Improvements, except Assessments levied in Improvement Area #1 of the District for the Improvement Area #1 Projects and Assessments levied in the Major Improvement Area of the District for the Major Improvement Area Projects, which shall not receive such credit. The TIRZ Revenues shall be paid to or transferred to the City each year on or before May 1 and shall be applied to reduce the Assessments billed in that year. The application and allocation of the TIRZ Revenues to the properties within the District shall be made on an equitable basis as set forth in the Service and Assessment Plan; and
- (iii) Third, to provide grants to the Developer in the form of a Chapter 380 grant each year in accordance with this Agreement and the Project and Financing Plan, attached hereto as Exhibit "B", to the extent that there is a sufficient remaining balance of monies in the TIRZ Fund after payment of administrative expenses, application of the annual credit to offset Assessments, and subject to the minimum balance requirement set out in subsection (d). Such grant shall be provided as (A) reimbursement for completed TIRZ Projects, including a completed segment, section, or portion of a TIRZ Project as set forth in the Project and Financing Plan and (B) reimbursement to the Developer for other projects and costs, including but not limited to the reimbursing the Developer for deposits made in connection with the issuance of PID Bonds, which serves the public purpose of economic development under the Program. The grant is authorized by Article III, Section 52-a of the Texas Constitution, Chapter 380, and by Section 311.010(h) of the Act. Provided however, that such grants shall not exceed \$124,000,000.00, including interest on the balance, during the term of this Agreement and shall be used for reimbursement of the Developer's costs expended as provided above, and provided such Developer's costs have not been otherwise reimbursed through the issuance of PID Bonds. Interest on the balance is to accrue at a rate of six percent (6%) annually beginning on the anniversary date of the sale of PID Bonds. To receive grants, Developer shall, prior to May 1 each year, submit a TIRZ reimbursement certificate to the City Representative (as defined below) in the form of Exhibit "C" attached hereto (the "TIRZ Reimbursement Certificate"), including documentation demonstrating compliance with the terms of this Agreement and the Project and Financing Plan. "City Representative" shall mean the current or acting City Manager of the City, or a person designated to act on behalf of that individual, including the TIRZ administrator of the City, if the designation is in writing and signed by the current or acting City Manager. The City Representative shall review each TIRZ Reimbursement Certificate within fifteen (15) business days of receipt thereof and upon approval payment shall be made to the Developer as specified in the TIRZ Reimbursement Certificate and this Agreement within such fifteen (15) business days period. If a TIRZ Reimbursement Certificate is approved only in part, the City Representative shall specify the extent to which the TIRZ Reimbursement Certificate is approved and payment for such partially approved TIRZ Reimbursement Certificate shall be made to the Developer as specified in

this Agreement, provided that funds are available in the TIRZ Fund. If the City Representative requires reasonable additional documentation, timely and reasonably disapproves or reasonably questions the correctness or authenticity of the TIRZ Reimbursement Certificate, the City Representative shall deliver a detailed Notice to the Developer, within ten (10) business days of receipt thereof, then payment with respect to disputed portion(s) of the TIRZ Reimbursement Certificate shall not be made until the Developer and the City Representative have jointly settled such dispute or additional information has been provided to the City Representative's reasonable satisfaction.

(c) Chapter 380 grant payments under item (iii) above to the Developer shall be contingent upon Developer's on-going compliance with the terms and conditions of the Development Agreement and 380 payments hereunder may be suspended during any period of non-compliance. If the total cost of a TIRZ Project (or segment, section, or portion thereof) exceeds the budgeted cost for such TIRZ Project (or segment, section, or portion thereof) (a "Cost Overrun"), the Developer and/or the constructing party, as applicable, shall be solely responsible for the remainder of the cost of such TIRZ Project (or segment, section, or portion thereof), except as provided herein. If, upon the completion of construction of a TIRZ Project (or segment, section, or portion thereof) and payment or reimbursement for such TIRZ Project, the total cost of a TIRZ Project (or segment, section, or portion thereof) is less than the budgeted cost for such TIRZ Project (or segment, section, or portion thereof) (a "Cost Underrun"), any remaining budgeted cost(s) may be available to pay Cost Overruns on any other TIRZ Project. Prior to completion of all of the TIRZ Projects (or segment, section, or portion thereof), any anticipated Cost Underruns for such TIRZ Project (or segment, section, or portion thereof) may be applied to any Cost Overruns on any other TIRZ.

(d) Notwithstanding anything contained in this Agreement, the TIRZ shall maintain a minimum balance of ten thousand dollars (\$10,000.00) in the TIRZ fund to pay unexpected administrative expenses.

ARTICLE II **MISCELLANEOUS PROVISIONS**

Section 2.01. Term. This Agreement shall be in force and effect from the date of execution hereof until the expiration of the term of the TIRZ, which is the earlier of: (i) forty-one (41) years, or (ii) until the amount of City ad valorem TIRZ increment placed into the TIRZ Fund (as defined in the Project and Financing Plan), including interest on the balance, totals One Hundred Twenty Four Million Dollars (\$124,000,000.00), whichever comes first.

Section 2.02 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

Section 2.03 Successors and Assigns. All covenants and agreements contained by or on behalf of the TIRZ in this Agreement shall bind its successors and assigns and shall inure to the

benefit of the Developer and its successors and assigns. This Agreement and the right to monies available in the TIRZ Fund, including the grant, set forth herein may be assigned, from time to time and in whole or in part, by the Developer to any person or entity and collaterally assigned to any lender. The assignment must be in writing. A copy of the assignment shall be given to the City within thirty (30) days after such assignment; however, City consent to the assignment is not required. Upon any such assignment and notice to the City, Developer shall not be released from performing the duties or obligations that are assigned and that arise after the effective date of the assignment or the date that the City receives notice of the assignment, whichever later occurs; further, the Developer is not released from any liabilities that arose prior to the effective date or date of notice to the City, whichever later occurs, unless the City and the Board agree. The Developer's rights under this Agreement are a personal obligation and do not constitute a covenant running with the land.

Section 2.04 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Marble Falls 800 3 rd Street Marble Falls, Texas 78654
With a copy to:	Attn: Patty L. Akers Messer Fort and McDonald, PLLC 13625 Pond Springs Rd., Suite 204 Austin, Texas 78729
To the Board:	Attn: City Manager City of Marble Falls 800 3 rd Street Marble Falls, Texas 78654
To the Developer:	Attn: Mehrdad Moayed MM Marble Falls 1070, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: J. Prabha Cinclair Miklos Cinclair, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

Any Party may change its address or addresses for delivery of notice by delivering written

notice of such change of address to the other Party.

Section 2.05 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

Section 2.06 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is necessary and required.

Section 2.07 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action of the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been and is duly authorized to do so. The Board represents and warrants that this Agreement has been approved by official action of the Board in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Board has been and is duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been and is duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

Section 2.08 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

Section 2.09 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Burnet County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Burnet County State District Court.

Section 2.10 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except in writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement

shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 2.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 2.12 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and the Developer expressly amending the terms of this Agreement.

Section 2.13 Consideration. This Agreement is executed by the Parties without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

Section 2.14 Developer Indemnification. In the event of any litigation challenging the validity or enforceability of this Agreement, Developer agrees to indemnify the City or the TIRZ Board, as applicable, for its reasonable attorneys' fees and costs spent on defending the validity or enforceability of the Agreement. Developer shall reimburse the City or the TIRZ Board for any grant payments that are made by the City or the TIRZ Board to the Developer, if such payments are deemed by a court with jurisdiction to be illegal or a violation of state or federal law.

Section 2.15 Attorneys Fees. In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

[SIGNATURE PAGES FOLLOW]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF MARBLE FALLS, TEXAS

By: _____
Name: Richard Westerman
Title: Mayor

ATTEST:

By: _____
Name: Christina McDonald
Title: City Secretary

TIRZ NO. 2 BOARD:

**REINVESTMENT ZONE NUMBER TWO,
CITY OF MARBLE FALLS, TEXAS**

By: _____
Name: Richard Westerman
Title: Chairman

ATTEST:

By: _____
Name: Christina McDonald
Title: City Secretary

DEVELOPER:

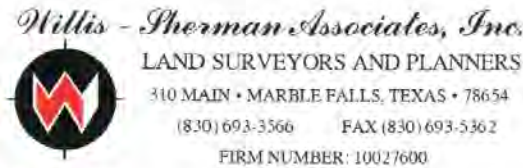
MM Marble Falls 1070, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

EXHIBIT "A" (Page 1 of 3)
Metes and Bounds Description and Depiction of the District



STATE OF TEXAS:
COUNTY OF BURNET:

FIELD NOTES TO ACCOMPANY A SURVEY PLAT OF THE THUNDER ROCK PID/TIRZ BOUNDARY, A 1073.84 ACRE TRACT OF LAND CONSISTING OF APPROXIMATELY 40.56 ACRES OUT OF THE J. BARTON SURVEY NO. 418, ABSTRACT NO. 135, AND 7.75 ACRES OUT OF THE W. GIESECKE SURVEY NO. 1508, ABSTRACT NO. 1551, AND 1025.53 ACRES OUT OF THE GUADALUPE FLORES SURVEY NO. 7, ABSTRACT NO. 304, BURNET COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD 83. DISTANCES SHOWN ARE GRID DISTANCES. SURFACE DISTANCES CAN BE OBTAINED USING A SURFACE ADJUSTMENT FACTOR OF 1.00012.

BEGINNING AT A 1/2" REBAR FOUND FOR THE NORTHEAST CORNER OF THIS 1071.76 ACRES AND BEING THE SOUTHEAST CORNER OF CHANNEL OAKS, SECTION II, THE PLAT OF WHICH IS RECORDED IN VOLUME 1, PAGE 230, BURNET COUNTY PLAT RECORDS AND BEING IN THE WEST LINE OF THAT CERTAIN 12.19 ACRES CONVEYED TO JOHN RANDALL, RECORDED IN VOLUME 486, PAGE 905, BURNET COUNTY DEED RECORDS (B.C.D.R.), AS SHOWN ON THE PLAT OF LAKE MARBLE FALLS SUBDIVISION, AN UNRECORDED SUBDIVISION;

THENCE S01°40'05"E 10,030.44' WITH THE WEST LINE OF SAID LAKE MARBLE FALLS SUBDIVISION THEN THE WEST LINE OF 317.317 ACRES EXHIBIT "L" CONVEYED TO ANITA DIANE ROPER DORSEY IN VOLUME 1153, PAGE 0358, OFFICIAL PUBLIC RECORDS, BURNET COUNTY, TEXAS TO A 1/2" REBAR FOUND WITH PLASTIC CAP STAMPED "R.P.L.S. 1877" BEING POINT IN THE EAST RIGHT OF WAY OF THE OLD HIGHWAY 108 CONVEYED TO BURNET COUNTY, TEXAS IN VOLUME 75, PAGE 275 AND VOLUME 77, PAGE 277, B.C.D.R.;

THENCE S09°58'34"W 113.74', ALONG THE EAST RIGHT OF WAY OF SAID OLD HIGHWAY 108 TO A 1/2" REBAR FOUND WITH PLASTIC CAP STAMPED "R.P.L.S. 1877" BEING AN ANGLE POINT HEREOF;

THENCE ALONG THE PRESENT WEST RIGHT-OF-WAY OF U. S. HIGHWAY NO. 281, S26°02'42"W, 415.47', TO A 1/2" REBAR FOUND WITH PLASTIC CAP STAMPED "R.P.L.S. 1877" IN THE EXISTING WEST RIGHT-OF-WAY OF SAID U. S. HIGHWAY 281;

THENCE WITH THE WEST RIGHT-OF-WAY OF U. S. HIGHWAY 281 THEN THE NORTH RIGHT-OF-WAY OF STATE HIGHWAY 71 THE NEXT SIX (6) CALLS:

- 1.) S23°24'55"W, 588.00', TO A BRASS HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 2.) S36°38'26"W, 1134.58', TO A BRASS HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 3.) S44°06'29"W, 1061.61', TO A BRASS HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 4.) S76°10'25"W, 485.98', TO A BRASS HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 5.) N77°21'12"W, 400.36', TO A CONCRETE HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 6.) N74°29'20"W, 942.77', TO A MAG NAIL SET WITH WASHER STAMPED "WILLIS" BEING THE SOUTHWEST CORNER HEREOF WITHIN THE EXISTING RIGHT-OF-WAY OF FLATROCK BLVD. A 100' WIDE ACCESS EASEMENT CONVEYED TO THE CITY OF MARBLE FALLS IN DOCUMENT NO. 200904481, O.P.R.B.C.T.;

THENCE ALONG THE WEST LINE HEREOF AND THE EAST LINE OF A REMNANT OF 1.50 ACRES CONVEYED TO CRAIG CROSSING, LLC IN DOCUMENT NO. 200802587, O.P.R.B.C.T., THEN THE EAST LINE OF A REMNANT OF 18.00 ACRES CONVEYED TO CRAIG CROSSING, LLC IN DOCUMENT NO. 201001057, O.P.R.B.C.T., THEN THE EAST LINE OF 1.50 ACRES CONVEYED TO LAKE OF THE HILLS REGIONAL MEDICAL CENTER IN DOCUMENT NO. 200802588, O.P.R.B.C.T., THEN THE EAST LINE OF A REMNANT OF 116.20 ACRES CONVEYED TO CRAIG CROSSING, LLC IN VOLUME 1399, PAGE 0234, O.P.R.B.C.T. AND ON THIS SEGMENT PASSING THE SOUTHWEST AND NORTHWEST CORNERS OF 2.066 ACRES CONVEYED TO THE CITY OF MARBLE FALLS, TEXAS IN DOCUMENT NO. 200902538, O.P.R.B.C.T., FINALLY WITH THE EAST LINE OF 26.55 ACRES CONVEYED TO THE CITY OF MARBLE FALLS, TEXAS IN DOCUMENT NO. 201402040, O.P.R.B.C.T., N01°39'30"W, 3200.25' TO A PIPE POST, BEING AN ELL CORNER HEREOF AND BEING THE NORTHEAST CORNER OF SAID 26.55 ACRES;

THENCE WITH THE NORTH LINE OF SAID 26.55 ACRES AND A SOUTH LINE HEREOF WITH THE NEXT 4 CALLS AS ANGLE POINTS AS FOLLOWS:

- 1.) S86°36'52"W 408.02' TO A PIPE POST; 2.) S77°44'11"W 200.78' TO A PIPE POST; 3.) S60°19'06"W 106.41' TO A PIPE POST AND;
- 4.) S35°07'05"W 243.44' TO A 1/2" REBAR FOUND WITH CAP STAMPED "R.P.L.S. 1877", BEING AN ANGLE POINT IN THE EAST LINE OF TRACT NO. 2: 460.869 ACRES CONVEYED TO J. EMMITT SCHIEFFER IN VOLUME 168, PAGE 397, BURNET COUNTY DEED RECORDS AND BEING THE MOST WESTERLY SOUTHWEST CORNER HEREOF;



THENCE WITH THE EAST LINE OF SAID 460.869 ACRES AND THE WEST LINE HEREOF, **N01°35'40"W 2739.44'** TO THE NORTHEAST CORNER OF SAID 460.869 ACRES AND BEING IN THE SOUTH LINE OF 584.00 ACRES CONVEYED TO JEFF R. McSPADDEN, JR. IN DOCUMENT NO. 201503185, O.P.R.B.C.T. AND BEING THE MOST WESTERLY NORTHWEST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF SAID 584.00 ACRES **N87°30'27"E 636.59'** TO A 1/2" REBAR FOUND AT THE COMMON SOUTH CORNER OF SAID 184.00 ACRES AND OF 67.23 ACRES CONVEYED TO JANE BENEDUM, IN VOLUME 481, PAGE 837, O.P.R.B.C.T. AND **S86°22'03"E 203.24'** TO A 1/2" REBAR FOUND AT THE SOUTHEAST CORNER OF SAID 67.23 ACRES AND AN E.L. CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID 67.23 ACRES AND OF 17.47 ACRES CONVEYED TO JANE BENEDUM, IN VOLUME 481, PAGE 837, O.P.R.B.C.T. AND THE WEST LINE HEREOF THE NEXT 5 CALLS AS FOLLOWS:

1.) **N01°30'44"W 1193.24'** TO A 1/2" REBAR FOUND; 2.) **N01°49'14"W 295.61'** TO A RECORD POINT; 3.) **N01°43'19"W 2305.18'** TO A 1/2" REBAR FOUND; 4.) **N01°34'39"W 1140.92'** TO A 1/2" REBAR FOUND AND;

5.) **N01°40'49"W 1825.88'** TO A 1/2" REBAR FOUND WITH CAP STAMPED "RPLS 1877" AT THE NORTHEAST CORNER OF SAID 17.47 ACRES AND THE NORTHWEST CORNER HEREOF IN THE SOUTH LINE OF R. M. HIGHWAY 2147, ALSO BEING THE NORTHWEST CORNER OF LOT NO. 1 OF SAID CHANNEL OAKS, SECTION II;

THENCE WITH SAID HIGHWAY LINE AND THE NORTH LINE OF LOT NOS. 1, 2, 3 AND 4 OF SAID CHANNEL OAKS, SECTION II, **N74°04'09"E 659.96'** TO A 1/2" REBAR FOUND, AT THE COMMON NORTH CORNER OF LOTS 4 AND 5 OF SAID CHANNEL OAKS, SECTION II;

THENCE ALONG THE COMMON LINE OF LOTS 4, 5 THEN 38, **S23°15'41"E 180.31'**, TO A 1/2" REBAR FOUND AT THE COMMON SOUTH CORNER OF LOTS 4 AND 38 OF SAID CHANNEL OAKS, SECTION II;

THENCE WITH THE SOUTH LINE OF SAID CHANNEL OAKS, SECTION II AND THE NORTH LINE HEREOF WITH THE NEXT 4 CALLS AS FOLLOWS:

1.) **N88°15'43"E 1430.40'** TO A 1/2" REBAR FOUND WITH CAP STAMPED "RPLS 1877"; 2.) **N88°38'31"E 454.17'** TO A 1/2" REBAR FOUND WITH CAP STAMPED "RPLS 1877"; 3.) **N87°53'19"E 407.13'** TO A 1/2" REBAR FOUND WITH CAP STAMPED "RPLS 1877" AND **N88°01'56"E 695.85'** TO THE PLACE OF BEGINNING (P.O.B.).

I HEREBY CERTIFY THAT THE FIELD NOTES HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION DATED 5/15/2020 AND THAT ALL CORNERS ARE AS DESCRIBED HEREON.

THIS SURVEY WAS MADE FOR THE BENEFIT OF CENTURION AMERICAN

DATE 8/18/20

DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
OFFICE: J.FRAILEY JOB#: 15614

PAGE 2 OF 2



EXHIBIT “B” PROJECT AND FINANCING PLAN TIRZ No. 2

Tax Increment Reinvestment Zone #2 City of Marble Falls, Texas

PROJECT AND FINANCING PLAN
DECEMBER 2021



Project and Financing Plan, TIRZ #2



Foreword

Table of Contents

■ Introduction	1
■ TIRZ Boundary	2
■ Current Conditions & Ownership	5
■ Proposed Development	7
■ Project Costs	9
■ Financial Feasibility Analysis	10
■ Terms and Conditions	20
■ Appendix A	21

DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Marble Falls is located in southern Burnet County on the banks of Lake Marble Falls. It is about 38 miles northwest of downtown Austin and 80 miles north of San Antonio.

With a population of approximately 6,932 people, Marble Falls is the gateway to the Highland Lakes region of the Texas Hill Country. The area features rolling, wooded hills with numerous vistas of area lakes. Hunting, fishing, boating, golf, tennis and outdoor activities are plentiful. Working families and retirees enjoy these outdoor activities year round.

There are several independent school districts in the Marble Falls area. The largest is Marble Falls ISD, with over 4,000 students in grades K-12. There are also several private and parochial schools in the area offering pre-school through high school. Over 85% of the area's population are high school graduates, and over 24% of the region's adult population hold a bachelor's degree or higher.



Baylor Scott & White's state-of-the-art health care clinic, located near the intersection of US 281 and SH 71, opened in June of 2013. The Baylor Scott & White Hospital - Marble Falls—with a 46-bed tower (Phase I) and multispecialty services including primary care, cardiology, general surgery, orthopedics, podiatry, ophthalmology, gastrointestinal, and pain management—opened in August of 2015.

Project and Financing Plan, TIRZ #2





Tax Increment Reinvestment Zone #2, City of Marble Falls

The goal of Tax Increment Reinvestment Zone #2 (TIRZ) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. TIRZ #2 will promote the creation of a mixed-use development consisting of commercial development and residential development, including both single family and multifamily development, as well as major public facilities in the form of a sports complex and recreation center.

The project and financing plan outlines the funding of \$118,271,070 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, open space, park, and recreation facilities, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions.

Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.

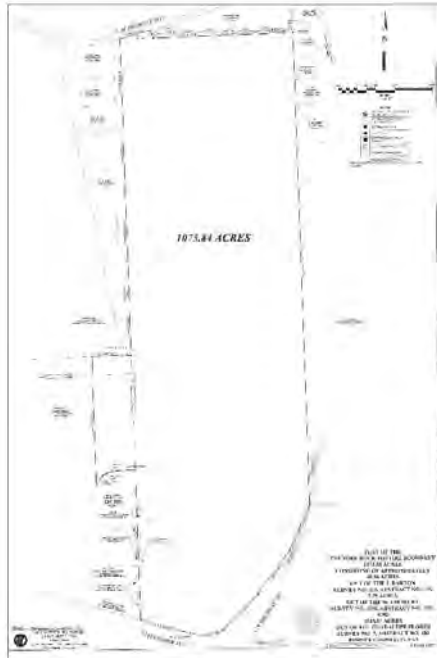


TIRZ Boundary



Boundary Description

Marble Falls TIRZ #2 is located in the south of the City of Marble Falls encompassing approximately 1073.84 acres. The TIRZ is located south of FM 2147, west of US Highway 281, and north of State Highway 71.



Legal Description

FIELD NOTES TO ACCOMPANY A SURVEY PLAT OF THE THUNDER ROCK PID/TIRZ BOUNDARY, A 1073.84 ACRE TRACT OF LAND CONSISTING OF APPROXIMATELY 40.50 ACRES OUT OF THE J. BARTON SURVEY/NO. 418, ABSTRACT NO. 135, AND 7.75 ACRES OUT OF THE W. GIESCHE SURVEY/NO. 1508, ABSTRACT NO. 1551, AND 1025.53 ACRES OUT OF THE GUADALUPE FLORES SURVEY/NO. 7, ABSTRACT NO. 304, BURNET COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD 83. DISTANCES SHOWN ARE GRID DISTANCES. SURFACE DISTANCES CAN BE OBTAINED USING A SURFACE ADJUSTMENT FACTOR OF 1.00012.

BEGINNING AT A 112" REBAR FOUND FOR THE NORTHEAST CORNER OF THIS 1071.76 ACRES AND BEING THE SOUTHEAST CORNER OF CHANNEL OAKS, SECTION II, THE PLAT OF WHICH IS RECORDED IN VOLUME 1, PAGE 230, BURNET COUNTY PLAT RECORDS AND BEING IN THE WEST LINE OF THAT CERTAIN 12.19 ACRES CONVEYED TO JOHN RANDALL, RECORDED IN VOLUME 486, PAGE 906, BURNET COUNTY DEED RECORDS (E.C.D.R.), AS SHOWN ON THE PLAT OF LAKE MARBLE FALLS SUBDIVISION, AN UNRECORDED SUBDIVISION;

THENCE S01°04'05"E 10.030 44' WITH THE WEST LINE OF SAID LAKE MARBLE FALLS SUBDIVISION; THEN THE WEST LINE OF 317.917 ACRES EXHIBIT "L" CONVEYED TO AMITA DIANE ROPER DORSEY IN VOLUME 1153, PAGE 0056, OFFICIAL PUBLIC RECORDS, BURNET COUNTY, TEXAS; TO A 1/2" REBAR FOUND WITH PLASTIC CAP STAMPED "R.P.L.S. 1877" BEING POINT IN THE EAST RIGHT-OF-WAY OF THE OLD HIGHWAY 108 CONVEYED TO BURNET COUNTY, TEXAS IN VOLUME 75, PAGE 275 AND VOLUME 77, PAGE 277, E.C.D.R.;

THENCE S09°58'34"W 113.74', ALONG THE EAST RIGHT-OF-WAY OF SAID OLD HIGHWAY 108 TO A 1/2" REBAR FOUND WITH PLASTIC CAP STAMPED "R.P.L.S. 1877" BEING AN ANGLE POINT HEREOF;

THENCE ALONG THE PRESENT WEST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 281, S26°02'42"W 415.47', TO A 112" REBAR FOUND WITH PLASTIC CAP STAMPED "R.P.L.S. 1877" IN THE EXISTING WEST RIGHT-OF-WAY OF SAID U.S. HIGHWAY 281;

THENCE WITH THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY 281, THEN THE NORTH RIGHT-OF-WAY OF STATE HIGHWAY 71, THE NEXT 5.0' (5) CALLS:

- 1.) S23°24'55"W 588.00', TO A BRASS HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 2.) S56°38'26"W 1134.58', TO A BRASS HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 3.) S44°06'29"W 1061.61', TO A BRASS HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 4.) S76°10'25"W 485.98', TO A BRASS HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 5.) N77°21'12"W 400.36', TO A CONCRETE HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 6.) N74°29'20"W 942.17', TO A MAG NAIL SET WITH WASHER STAMPED "WILLIS" BEING THE SOUTHWEST CORNER HEREOF WITHIN THE EXISTING RIGHT-OF-WAY OF FLATROCK BLVD., A 100' WIDE ACCESS EASEMENT CONVEYED TO THE CITY OF MARBLE FALLS IN DOCUMENT NO. 200904481, O.P.R.B.C.T.;

Legal Description (Continued)

THENCE ALONG THE WEST LINE HEREOF AND THE EAST LINE OF A REMNANT OF 1.50 ACRES CONVEYED TO CRAIG CROSSING, LLC IN DOCUMENT NO. 200802587, O.P.R.B.C.T., THEN THE EAST LINE OF A REMNANT OF 18.00 ACRES CONVEYED TO CRAIG CROSSING, LLC IN DOCUMENT NO. 201001057, O.P.R.B.C.T., THEN THE EAST LINE OF 1.50 ACRES CONVEYED TO LAKE OF THE HILLS REGIONAL MEDICAL CENTER IN DOCUMENT NO. 200802588, O.P.R.B.C.T., THEN THE EAST LINE OF A REMNANT OF 118.30 ACRES CONVEYED TO CRAIG CROSSING, LLC IN VOLUME 1399, PAGE 0234, O.P.R.B.C.T. AND ON THIS SEGMENT PASSING THE SOUTHWEST AND NORTHWEST CORNERS OF 2.066 ACRES CONVEYED TO THE CITY OF MARBLE FALLS, TEXAS IN DOCUMENT NO. 200902530, O.P.R.B.C.T., FINALLY WITH THE EAST LINE OF 18.95 ACRES CONVEYED TO THE CITY OF MARBLE FALLS, TEXAS IN DOCUMENT NO. 201402040, O.P.R.B.C.T., N01°39'30"W 3200.25' TO A PIPE POST, BEING AN ELL CORNER HEREOF AND BEING THE NORTHEAST CORNER OF SAID 26.55 ACRES.

THENCE WITH THE NORTH LINE OF SAID 26.55 ACRES AND A SOUTH LINE HEREOF WITH THE NEXT 4 CALLS AS ANGLE POINTS AS FOLLOWS:

- 1.) S88°36'52"W 408.02' TO A PIPE POST; 2.) S77°44'11"W 200.79' TO A PIPE POST; 3.) S80°19'08"W 108.41' TO A PIPE POST AND;

- 4.) S35°07'05"W 243.44' TO A 112" REBAR FOUND WITH CAP STAMPED "R.P.L.S. 1877", BEING AN ANGLE POINT IN THE EAST LINE OF TRACT NO. 2, 480.860 ACRES CONVEYED TO J. EMMITT SCHIEFFER IN VOLUME 166, PAGE 397, BURNET COUNTY DEED RECORDS AND BEING THE MOST WESTERLY SOUTHWEST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID 480.860 ACRES AND THE WEST LINE HEREOF, N01°28'40"W 2739.44' TO THE NORTHEAST CORNER OF SAID 480.860 ACRES AND BEING IN THE SOUTH LINE OF 584.00 ACRES CONVEYED TO JEFF R. McSPADEN, JR. IN DOCUMENT NO. 201509185, O.P.R.B.C.T. AND BEING THE MOST WESTERLY NORTHWEST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF SAID 584.00 ACRES N87°30'27"E 636.59' TO A 1/2" REBAR FOUND AT THE COMMON SOUTH CORNER OF SAID 184.00 ACRES AND OF 67.23 ACRES CONVEYED TO JANE BENEDUM, IV VOLUME 481, PAGE 837, O.P.R.B.C.T. AND S86°22'03"E 203.24' TO A 1/2" REBAR FOUND AT THE SOUTHEAST CORNER OF SAID 67.23 ACRES AND AN ELL CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID 67.23 ACRES AND OF 17.47 ACRES CONVEYED TO JANE BENEDUM, IN VOLUME 481, PAGE 837, O.P.R.B.C.T. AND THE WEST LINE HEREOF THE NEXT 5 CALLS AS FOLLOWS:

- 1.) N01°03'04"W 1193.24' TO A 1/2" REBAR FOUND; 2.) N01°49'14"W 295.61' TO A RECORD POINT; 3.) N01°43'19"W 2305.18' TO A 1/2" REBAR FOUND; 4.) N01°34'38"W 1140.52' TO A 1/2" REBAR FOUND AND;
- 5.) N01°40'49"W 1825.88' TO A 1/2" REBAR FOUND WITH CAP STAMPED "R.P.L.S. 1877" AT THE NORTHEAST CORNER OF SAID 17.47 ACRES AND THE NORTHWEST CORNER HEREOF IN THE SOUTH LINE OF R. M. HIGHWAY 2147, ALSO BEING THE NORTHWEST CORNER OF LOT NO. 1 OF SAID CHANNEL OAKS, SECTION II;

THENCE WITH SAID HIGHWAY LINE AND THE NORTH LINE OF LOT NOS. 1, 2, 3 AND 4 OF SAID CHANNEL OAKS, SECTION II, N74°04'09"E 659.96' TO A 112" REBAR FOUND, AT THE COMMON NORTH CORNER OF LOTS 4 AND 5 OF SAID CHANNEL OAKS, SECTION II;

THENCE ALONG THE COMMON LINE OF LOTS 4, 5 THEN 38, S23°15'41"E 180.31', TO A 1/2" REBAR FOUND AT THE COMMON SOUTH CORNER OF LOTS 4 AND 38 OF SAID CHANNEL OAKS, SECTION II;

THENCE WITH THE SOUTH LINE OF SAID CHANNEL OAKS, SECTION II AND THE NORTH LINE HEREOF WITH THE NEXT 4 CALLS AS FOLLOWS:

- 1.) N85°15'43"E 1430.40' TO A 1/2" REBAR FOUND WITH CAP STAMPED "R.P.L.S. 1877"; 2.) N85°39'33"E 454.17' TO A 112" REBAR FOUND WITH CAP STAMPED "R.P.L.S. 1877"; 3.) N87°53'19"E 407.13' TO A 1/2" REBAR FOUND WITH CAP STAMPED "R.P.L.S. 1877" AND

N82°08'58"E 635.85' TO THE PLACE OF BEGINNING (P.O.B.)

[illegible]

The land within the zone is predominately vacant.

Method of Relocating Persons to be Displaced

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of implementation.

The property was zoned a Planned Development District pursuant to Ordinance No. 2020-O-12A approved on December 1, 2020.

It is not anticipated there will be any changes to the City of Marble Falls zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

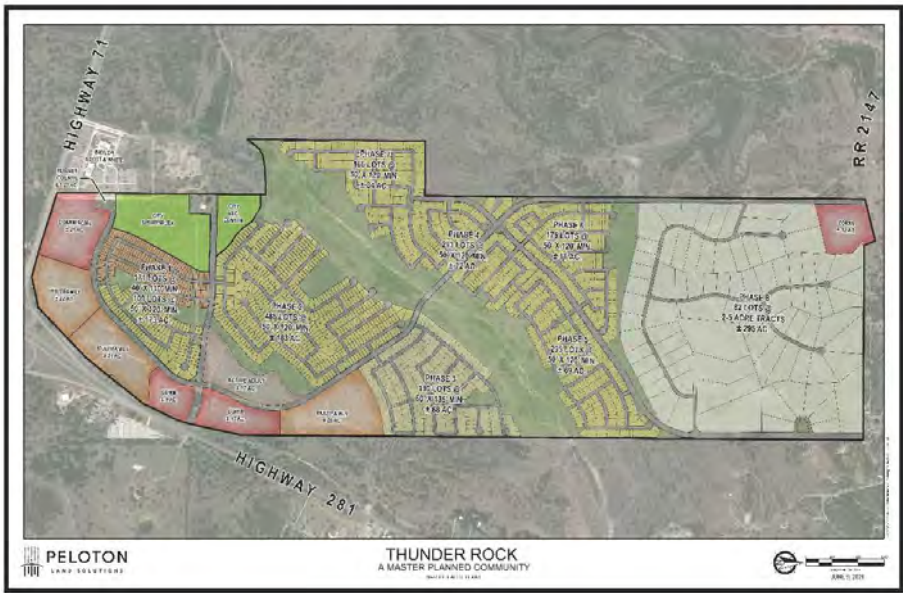
There are currently 6 tax parcels within Tax Increment Reinvestment Zone #2. Three of the parcels are owned by the City of Marble Falls. There is an approximately 1.225 acre tract located within the zone owned by Burnet County. The 2020 taxable base value of the property located within the zone is \$508,079.

It is the City's desire to have two of the parcels owned by the City developed, facilitated by a direct transfer agreement between the City and a private entity, pursuant to Chapter 272 of the Local Government Code. Subject to a separate agreement, the County has transferred a tract to the Developer for the purposes of facilitating development.

For further details of parcels included within the TIRZ see Appendix A.

Proposed Development

TIRZ #2 contains a planned proposed development, consisting of residential development, including both single family and multifamily development, as well as commercial development.



Project and Financing Plan, TIRZ #2

7



Proposed Development

Anticipated Development

The TIRZ #2 development is anticipated to be a large scale mixed use development that will be constructed over the next several years and financed in part by incremental real property tax generated within the TIRZ.

The table provides an overview of the potential development that we believe will occur during the life of the TIRZ along with estimated dates of when the new construction will begin and be completed.

	Construction Start	Final Delivery	Units/SF	Taxable Value PSF/Unit	Incremental Value
SINGLE FAMILY					
40, 50, 60 FT & RANCHETTE LOTS	2022	2031	1,968	\$ 288,657	\$ 563,567,662
					\$ 563,567,662
MULTIFAMILY					
MULTIFAMILY/ACTIVE ADULT	2024	2031	1,074	\$ 95,000	\$ 102,030,000
					\$ 102,030,000
COMMERCIAL					
COMMERCIAL	2026	2031	204,000	\$ 125	\$ 25,500,000
					\$ 25,500,000
Total					\$ 691,097,662

Project and Financing Plan, TIRZ #2

8



Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Incremental Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs		
Water Facilities and Improvements	\$	12,256,875 10.36%
Sanitary Sewer Facilities and Improvements	\$	12,256,875 10.36%
Storm Water Facilities and Improvements	\$	12,256,875 10.36%
Street and Intersection Improvements	\$	16,624,248 14.06%
Open Space, Park and Recreation Facilities and Improvements	\$	5,526,282 4.67%
Economic Development Grants*	To be determined annually, maximum amount \$124,000,000*	++
Land and Right of Way Acquisitions	\$	3,269,000 2.75%
Public Facilities	\$	3,780,736 3.20%
Administrative Costs	\$	6,229,059 5.27%
	\$	119,271,870 100.0%

*The Economic Development Grants amount will be determined annually, with a maximum grant amount of \$124,000,000. In accordance with the Thunder Rock Development Agreement, if an offset of assessments is not needed per the Thunder Rock Public Improvement District Service and Assessment Plan (the "SAP"), the remainder of TIRZ revenues is allocated to the Economic Development Grant.

The costs illustrated in the table above, including the Economic Development Grants, are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The project costs include costs listed as Authorized Improvements in the SAP and revenues generated from the TIRZ may be used to provide a offset of public improvement district assessments as shown in the SAP. The City will review invoices and inspect the Authorized Improvements prior to acceptance and approve reimbursement of such Authorized Improvements.

Economic Development Grants authorized by Chapter 311 of the Texas Tax Code
Sec. 311.010. POWERS AND DUTIES OF BOARD OF DIRECTORS

(h) Subject to the approval of the governing body of the municipality or county that designated the zone, the board of directors of a reinvestment zone, as necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the zone, eliminating unemployment and underemployment in the zone, and developing or expanding transportation, business, and commercial activity in the zone, including programs to make grants and loans from the tax increment fund of the zone in an aggregate amount not to exceed the amount of the tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone. **For purposes of this subsection, an approval of the municipality or county, the board of directors of the zone has all the powers of a municipality under Chapter 390, Local Government Code.** The approval required by this subsection may be granted in an ordinance, in the case of a zone designated by a municipality, or in an order, in the case of a zone designated by a county, approving a project plan or reinvestment zone financing plan or approving an amendment to a project plan or reinvestment zone financing plan.

Chapter 311 of the Texas Tax Code

Sec. 311.002. DEFINITIONS

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

- capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures, the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures, the actual costs of the remediation of conditions that contaminate public or private land or buildings, the actual costs of the preservation of the façade of a public or private building, the actual costs of the demolition of public or private buildings, and the actual costs of the acquisition of land and equipment and the cleaning and grading of land;
- financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
- real property assembly costs;
- professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
- imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
- relocation costs;
- organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
- interest before and during construction and for one year after completion of construction, whether or not capitalized;
- the cost of operating the reinvestment zone and project facilities;
- the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
- the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of the state; and
- payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plan for the zone.

Project and Financing Plan, BRZ #2

9



Financial Feasibility Analysis

Method of Financing

To fund the public improvements outlined on the previous page, the City of Marble Falls will contribute 50% of the additional real property increment within the Zone.

Debt Service

It is anticipated at this time that the TIRZ will not incur any bonded indebtedness.

Economic Feasibility Study

A viable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the table below.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, we have found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax		Participation	
City of Marble Falls	0.61000000	50%	0.30500000
Burnet County	0.35820000	0%	0.00000000
Burnet County Special	0.04170000	0%	0.00000000
Central Texas Groundwater	0.00740000	0%	0.00000000
Marble Falls ISD	1.19860000	0%	0.00000000
	2.21590000		0.30500000

Personal Property Tax		Participation	
City of Marble Falls	0.61000000	0%	0.00000000
Burnet County	0.35820000	0%	0.00000000
Burnet County Special	0.04170000	0%	0.00000000
Central Texas Groundwater	0.00740000	0%	0.00000000
Marble Falls ISD	1.19860000	0%	0.00000000
	2.21590000		0.00000000

Sales Tax		Participation	
City of Marble Falls	0.02000000	0.00%	0.00000000
State of Texas	0.00250000	0.00%	0.00000000
	0.08250000		0.00000000

Project and Financing Plan, BRZ #2

10



SINGLE FAMILY : INPUT & OUTPUT

► **INPUT**

INFLATION RATE	1.00%
----------------	-------

DISCOUNT RATE	8.00%
---------------	-------

REAL PROPERTY TAX		TAX CUSTOM	
CITY of Marlow Falls	0.01000000	0%	0.00000000
Summit County	0.00000000	0%	0.00000000
Summit County Board	0.00000000	0%	0.00000000
Coastal First Organizational	0.00000000	0%	0.00000000
Marlow Falls RD	0.00000000	0%	0.00000000
	0.01000000		0.00000000

OFFICIALS' INTERESTS		PAGE 10 ITEM	
City of Marion, Ind.	1.01111111	1%	0.01111111
Marion County	0.01111111	1%	0.00111111
Marion County, Assn.	0.01111111	1%	0.00111111
Central Trust Co (subsidiary)	0.01111111	1%	0.00111111
Marion Police Dept	0.01111111	1%	0.00111111
	0.01111111		0.00111111

City of New York	0.000000	0.000000	0.000000
State of New York	0.000000	0.000000	0.000000
County of New York	0.000000	0.000000	0.000000

[illegible]

► **OUTPUT**

[illegible][illegible][illegible]

TABLE 2. BAYESIAN ESTIMATION OF COST-BENEFIT ANALYSIS

[illegible]

MULTIFAMILY ; INPUT & OUTPUT

► **ИРИТ**

PLAYGATE 7-1

DISCOUNT RATE:	1	Cost
----------------	---	------

[illegible]

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Meriden	0.01000000	1%	0.00000000
County Council	0.00000000	0%	0.00000000
County Council Special	0.00000000	0%	0.00000000
City of Meriden Grouped	0.00000000	0%	0.00000000
Meriden Police DC	0.00000000	0%	0.00000000
	0.01000000		0.00000000

Cost of Sales	9,229,000	7%	9,229,000
Cost of Sales	9,229,000	7%	9,229,000
Cost of Sales	9,229,000	7%	9,229,000

[illegible]

► **САПР/СА**

[illegible][illegible][illegible]

HSA REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					</
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	----

COMMERCIAL : INPUT & OUTPUT

BRIEF									
PROPERTY INFO		TOTAL							
RECOMMENDATIONS		TOTAL							
PROPERTY INFORMATION									
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							
PROPERTY INFO		TOTAL							

FAR REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

[illegible]

Financial Feasibility Analysis - Proposed TIR2 Revenue

ESTIMATED GENERAL IMPACT OF PROPOSED ZONE PROPERTY TAXES AND TIR2 REVENUE

Category	Year	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
Property Tax	1	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
TIR2 Revenue	2	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
Net Revenue	3	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
Operating Costs	4	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
Capital Costs	5	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
Net Profit	6	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
ROI	7	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	

Project and Financing Plan, BRZ #7

17



Financial Feasibility Analysis - 100% of Tax Revenue Generated

ESTIMATED GENERAL IMPACT OF PROPOSED ZONE PROPERTY TAXES AND TIR2 REVENUE

Category	Year	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
Property Tax	1	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
TIR2 Revenue	2	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
Net Revenue	3	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
Operating Costs	4	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
Capital Costs	5	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
Net Profit	6	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
ROI	7	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	

Project and Financing Plan, BRZ #7

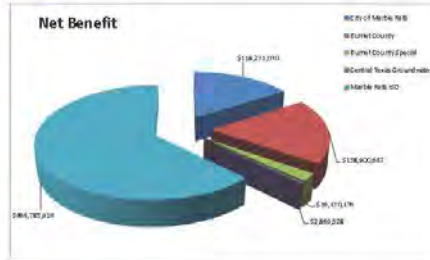
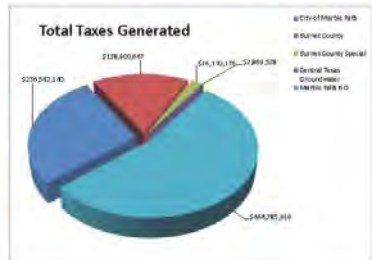
18



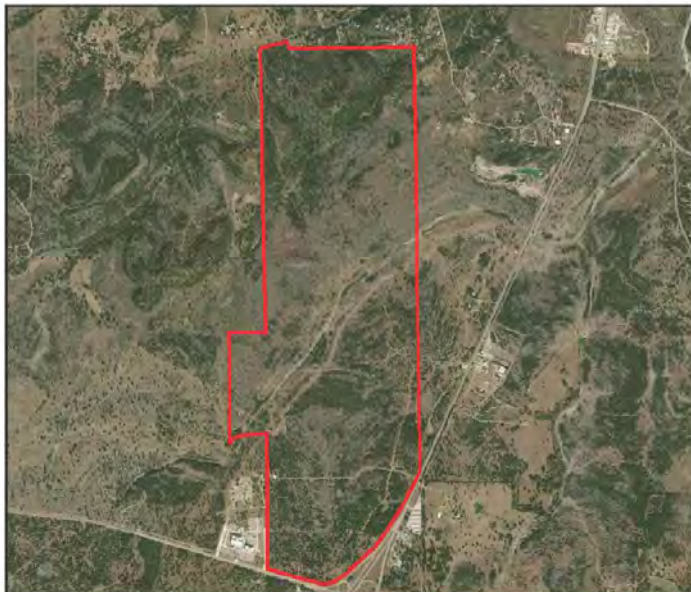
Financial Feasibility Analysis - Summary

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	TIF	Net Benefit
City of Marble Falls	\$226,542,140	\$118,271,070	\$118,271,070
Burnet County	\$139,950,647	\$0	\$139,950,647
Burnet County Special	\$16,170,176	\$0	\$16,170,176
Central Texas Groundwater	\$2,958,039	\$0	\$2,958,039
Marble Falls ISD	\$484,785,916	\$0	\$484,785,916
Total	\$868,266,898	\$118,271,070	\$749,997,336



Terms and Conditions



Projects Cost Estimates:

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

Length of TIRZ #2:

Termination of the Zone shall occur upon the earlier of: (i) December 31, 2061 (with final year's tax to be collected by September 1, 2062), or (ii) until the amount of the City's ad valorem Tax Increment placed into the Tax Increment Fund, as defined in Ordinance No. 2020-0-09A, totals One Hundred Twenty Four Million Dollars (\$124,000,000), or (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code, to make grants. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

BURNET CENTRAL APPRAISAL DISTRICT

P. O. BOX 404 / 527 NORTH PARK CT
BURNET, TEXAS 78611
PHONE: (817) 556-4034
FAX: (817) 246-7813
burnetad@attv.com
www.burnetad.com

July 2, 2021

CERTIFICATE OF OWNERSHIP

I, Stan Humphill, do hereby certify that I have examined the tax roll of Burnet Central Appraisal District and on the 2nd day of July 2021, and find the following persons/units own the property within the proposed Thunder Rock Public Improvement District, as described in the Resolution No. 2020-01-01A of the City of Marble Falls, (as within Burnet County). Please see the below ownership list showing ownership of the property to the proposed PID:

Owner	Prop ID	Acres in Proposed PID
BURNET COUNTY	135011	1.23
MARBLE FALLS CITY OF	100969	2.666
MARBLE FALLS CITY OF	118660	26.33
MARBLE FALLS CITY OF	119670	30.30
MM MARBLE FALLS 1070 LLC	30462	292.559
MM MARBLE FALLS 1070 LLC	50455	35
MM MARBLE FALLS 1070 LLC	102061	71.11
MM MARBLE FALLS 1070 LLC	102062	5.264
MM MARBLE FALLS 1070 LLC	9978	0.689
MM MARBLE FALLS 1070 LLC	119010	1.35

WITNESS MY SIGNATURE this 2nd day of July 2021.

Burnet Central Appraisal District

By Stan Humphill
Name: Stan Humphill
Title: Chief Appraiser

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 2nd day of July 2021 by Stan Humphill.



Anne M. Spaulding
Anne M. Spaulding
Notary Public

EXHIBIT “C”
Form of TIRZ Reimbursement Certificate

The undersigned is a duly authorized representative for MM Marble Falls 1070, LLC, a Texas limited liability company (the “Developer”) and requests payment from the Tax Increment Fund of Reinvestment Zone Number Two, City of Marble Falls, Texas (“TIRZ No. 2”) from the board of directors of TIRZ No. 2 (the “TIRZ Board”) and the City of Marble Falls, Texas (the “City”) in the amount of \$_____ for reimbursement of the costs of the TIRZ No. 2 projects (the “TIRZ Projects”) and/or other costs or projects (the “Other Projects”) which promote local economic development and stimulate business and commercial activity in the City.

In connection to the above referenced payment, the Developer represents and warrants to the TIRZ Board and the City as follows:

1. The undersigned is a duly authorized representative of the Developer, is qualified to execute this TIRZ Reimbursement Certificate on behalf of Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced TIRZ Project(s) and/or Other Projects has not been reimbursed from the Thunder Rock Public Improvement District or been the subject of any prior payment request submitted to the City, or if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the TIRZ Project(s) below is a true and accurate representation of the costs associated with construction of said TIRZ Projects, and such costs are in compliance with the TIRZ Project and Financing Plan.
4. The work with respect to the TIRZ Project(s) referenced below (or its completed segment) has been completed and the City representative(s) may begin inspection of the TIRZ Projects.
5. The Developer agrees to cooperate with the City representative(s) in conducting its review of the requested payment, and agrees to provide reasonable additional information and documentation as is reasonably necessary for the City representative(s) to complete said review. In no event shall the City require both an all-bills-paid affidavit and copies of cleared checks to be provided as supporting documentation. The City agrees that providing either an all-bills-paid affidavit or copies of cleared checks shall be sufficient.

Attached hereto, are invoices for cost incurred to be paid as TIRZ No. 2 revenues are available.

I hereby declare that the above representations and warranties are true and correct.

MM Marble Falls 1070, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company

Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its: Manager

APPROVAL OF REQUEST BY CITY AND/OR TIRZ BOARD

The City Representative is in receipt of the attached TIRZ Reimbursement Certificate, acknowledges the TIRZ Reimbursement Certificate, and finds the TIRZ Reimbursement Certificate to be in order. After reviewing the TIRZ Reimbursement Certificate, the City, acting through its City Representative, approves the TIRZ Reimbursement Certificate.

CITY OF MARBLE FALLS, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

**REINVESTMENT ZONE NUMBER TWO,
CITY OF MARBLE FALLS, TEAS**

By: _____

Name: _____

Title: _____

Date: _____

Exhibit C

Preliminary Project Plan and Finance Plan

TAX INCREMENT REINVESTMENT ZONE NO. 13

CITY OF CELINA, TEXAS

**PRELIMINARY PROJECT PLAN
AND
FINANCING PLAN**

SEPTEMBER 14, 2021

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

TAX INCREMENT REINVESTMENT ZONE No.

CITY OF CELINA, TEXAS

PRELIMINARY PROJECT PLAN AND FINANCING PLAN

TABLE OF CONTENTS

1. INTRODUCTION	1
1.1. AUTHORITY AND PURPOSE	1
1.2. ELIGIBILITY REQUIREMENTS.....	1
1.3. PRELIMINARY PLAN; HEARING.....	2
1.4. CREATION OF THE ZONE	2
1.5. BOARD RECOMMENDATIONS.....	2
1.6. COUNCIL ACTION	3
1.7. SUMMARY OF RESULTS	3
2. ASSESSMENT AND TAX COLLECTION PROCEDURES	5
2.1 AUTHORITY AND PURPOSE	5
2.2 METHODOLOGY	5
2.3 APPEALS	5
2.4 TAXATION PROCEDURES.....	6
2.5 PENALTIES AND INTEREST	7
2.6 TAX SALE	7
2.7 TAX RATES	8
3. PROJECT PLAN	9
3.1. DESCRIPTIONS AND MAPS.....	9
3.2. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES AND REGULATIONS	9
3.3. ESTIMATED NON-PROJECT COSTS.....	9
3.4. RELOCATION OF DISPLACED PERSONS	10
4. FINANCING PLAN	11
4.1. ESTIMATED PROJECT COSTS	11
4.2. PROPOSED PUBLIC IMPROVEMENTS	11
4.3. ECONOMIC FEASIBILITY	11
4.4. TIRZ PARTICIPATION LEVEL.....	12
4.5. ESTIMATED BONDED INDEBTEDNESS	13
4.6. ESTIMATED TIME FOR COSTS OR OBLIGATIONS.....	13
4.7. METHOD OF FINANCING	13
4.8. TOTAL APPRAISED VALUE.....	13
4.9. ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE CITY	13
4.10. DURATION OF THE ZONE; TERMINATION.....	14
5. ASSUMPTION AND LIMITATIONS.....	15
6. LIST OF EXHIBITS.....	17
EXHIBIT A - MAP OF THE PROPERTY AND TIRZ ZONE	
EXHIBIT B - METES AND BOUNDS DESCRIPTION OF THE PROPERTY	

EXHIBIT C-1 - PROJECTED ABSORPTION

EXHIBIT C-2 - PROJECTED ASSESSED VALUE

**EXHIBIT C-3 - PROJECTED INCREMENTAL ASSESSED VALUE & INCREMENTAL REAL
PROPERTY TAXES**

EXHIBIT C-4- COMPARABLE PROPERTIES

EXHIBIT D - MAP AND DESCRIPTION OF THE PROPOSED USES OF THE PROPERTY

EXHIBIT E - LIST OF PARCELS IN THE ZONE

EXHIBIT F - PROJECT COSTS

EXHIBIT G - CURRENT APPRAISED VALUE OF THE ZONE

EXHIBIT H - ZONING ORDINANCE

1. INTRODUCTION

1.1. AUTHORITY AND PURPOSE

The City of Celina, Texas, a Texas home rule municipality (the "City"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the Zone. The purpose of the zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2. ELIGIBILITY REQUIREMENTS

An area is eligible under the Act when designated as a tax increment reinvestment zone as it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than 30% of the property in the proposed zone, excluding property that is publicly owned, is "used for residential purposes" (defined by the Act as follows: "... property is used for residential purposes if it is occupied by a house having fewer than five living units ...") or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds 50% of the total appraised value of taxable real property in the City and in industrial districts created by the City. However, pursuant to Section 311.005 (a) (4) and 311.006 (e) of the Act, such designation of a Zone is not subject to the 30% residential property restriction if "...the petition is submitted to the governing body of the municipality or county by the owners of property constituting at least 50 % of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located." The City has received a petition from the Owners representing over 50% of the Property. As a result, the Zone is not subject to the 30% proposed residential property restriction.

The Zone. By City Council action on September 14, 2021, the City created a tax increment reinvestment zone to be known as "Tax Increment Reinvestment Zone No. █, City of Celina" (the "Zone") that includes approximately 3,132.302 acres depicted on **Exhibit A** and described on **Exhibit B** (the "Property"). The Property meets the eligibility requirements of the Act. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately underdeveloped due to factors such as no public infrastructure and the need for economic incentives to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax for the City and the State of Texas, and increased job

opportunities for residents of the City and the region. If the public works, public improvements, programs, and other projects are financed as contemplated by the Final Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City and to all of the region quality developments.

1.3. PRELIMINARY PLAN; HEARING

Before the City adopted the ordinance designating the Zone, the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and, on September 14, 2021, held a public hearing on the creation of the proposed zone and its benefits to the City and to the Property, at which public hearing interested persons spoke for and against the creation of the proposed zone, the boundaries of the proposed zone, and the concept of tax increment financing, and at which hearing the owners of the Property (collectively the "Owners") were given a reasonable opportunity to protest the inclusion of the Property in the proposed zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the preliminary plan dated September 14, 2021 (the "Preliminary Plan"), the purpose of which is to describe, in general terms, the public works, public improvements, programs, and other projects that will be undertaken and financed by the Zone. A description of how such public works, improvements, programs, and projects are to be undertaken and financed will be determined by the Final Plan and by the Development Agreement (both hereinafter defined), which require approval by the Board (hereinafter defined) and by the City Council.

1.4. CREATION OF THE ZONE

Subsequent to the above-referenced public hearing, the City Council adopted Ordinance No. _____ on September 14, 2021 (the "Creation Ordinance") in accordance with the Act creating the Zone after the City Council found that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the Property. The ordinance creating the Zone appointed a Board of Directors for the Zone initially consisting of six (6) members (the "Board").

1.5. BOARD RECOMMENDATIONS

Upon the creation of the Zone, the Board, during its September 14, 2021, meeting, reviewed the Preliminary Plan and approved and recommended to the City Council: (a) to approve this *Preliminary Plan*, and (b) to authorize preparation of a *Final Project and Finance Plan for Tax Increment Reinvestment Zone No. █, City of Celina* (the "Final Plan") pursuant to which the City will contribute a portion of the ad valorem tax increment (the "Tax Increment") attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") to the costs of public works, public improvements, programs, and other projects benefiting the Zone into the TIRZ Fund to pay such costs.

1.6. COUNCIL ACTION

The City Council, taking into consideration the recommendations of the Board, considered and approved the Preliminary Plan on September 14, 2021.

1.7. SUMMARY OF RESULTS

As real property taxes are generated on an ad valorem basis from assessed values, it is first necessary to estimate the future assessed value resulting from the Zone. This plan provides assessed value information based on the following:

- The development is completed as proposed by MM Celina 3200, LLC, a Texas Limited Liability Company (the “Developer”);
- The units are sold according to the development pace estimated by the Developer, as summarized in subsequent sections of this Preliminary Plan;
- Property values are assumed to grow at a rate of 1% per year for the duration of the Zone;
- The TIRZ is anticipated to include the 3,132.302 acres comprising the Property; and
- The City has committed to each use **\$0.10** of the city tax rate for the payment of the Project costs from the incremental revenues generated from the Zone.

In summary, the TIRZ financing analysis indicates that, assuming 1% percent annual inflation through 2056 (and after completion of all phases), the Zone is estimated to have an incremental value of \$4,993,671,041.

Table 1-A below provides the projected total and incremental assessed value for the Zone in 2057. Refer to **Exhibit C**, attached hereto, for more information on the projected incremental value for each year.

Table 1-A
Projected Assessed Values

Year	Projected Value	Base Value ^(a)	Incremental Value
2057	\$4,994,053,673	\$382,632	\$4,993,671,041

^(a) The base value of \$382,632 represents the allocable share of the 2021 taxable assessed value shown in CCAD records allocated based on the proportional acreage of the applicable parcels within the Zone.

The assessed values displayed in Table 1-A above are the basis for estimating incremental real property taxes. The projected incremental taxes are shown in Table 1-B on the following page. The Property is anticipated to be fully built out by December 31, 2037, and such fully built-out values are anticipated to be reflected in the 2038 property appraisal and the related incremental taxes will become fully available on taxes dues as of January 31, 2039. Table 1-B illustrates the projected assessed value for taxes due as of January 31, 2039, assuming one percent (1%) inflation.

Table 1-B
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Incremental Appraised Value at Buildout as of January 1, 2038	Total Projected Incremental Tax Revenue as of January 31, 2039
City of Celina	\$4,174,732,707	\$26,927,026

Refer to **Exhibit C** for projected tax increment revenues for each year.

(the remainder of this page is intentionally left blank)

2. ASSESSMENT AND TAX COLLECTION PROCEDURES

2.1 AUTHORITY AND PURPOSE

Pursuant to Texas Tax Code, all taxable property is appraised at its market value as of January 1 of each year. Each county in Texas is served by an appraisal district, which determines the value of all that county's taxable property. Generally, local governments that collect property taxes, such as counties, cities and school districts, are members of the appraisal district.

2.2 METHODOLOGY

Each county appraisal district determines the value of all taxable property within the county boundaries. Texas Tax Code Section 25.18 requires appraisal districts to reappraise all property in its jurisdiction at least once every three years. Tax Code Section 23.01 requires that appraisal districts comply with the Uniform Standards of Professional Appraisal Practice if mass appraisal is used and that the same appraisal methods and techniques be used in appraising the same or similar kinds of property. Individual characteristics that affect the property's market value must be evaluated in determining the property's market value.

Before appraisals begin, the appraisal district compiles a list of taxable property. The list contains a description and the name and address of the owner for each property. In a mass appraisal, the appraisal district then classifies properties according to a variety of factors, such as size, use and construction type. Using data from recent property sales, the appraisal district appraises the value of typical properties in each class. Taking into account differences such as age or location, the appraisal district uses typical property values to appraise all the properties in each class.

With few exceptions, Texas Tax Code Section 23.01 requires taxable property to be appraised at market value as of January 1. Market value is the price at which a property would transfer for cash or its equivalent under prevailing market conditions if:

- it is exposed for sale in the open market with a reasonable time for the seller to find a purchaser;
- both the seller and the purchaser know of all the uses and purposes to which the property is adapted and for which it is capable of being used and of the enforceable restrictions on its use; and
- both the seller and purchaser seek to maximize their gains and neither is in a position to take advantage of the exigencies of the other.

Source: <https://comptroller.texas.gov/taxes/property-tax/valuing-property.php>

2.3 APPEALS

According to the Collin County Appraisal District ("CCAD"), property owners may utilize the CCAD appeal procedures if they have a concern about:

- the market or appraised value of the property;
- unequal appraisal of the property compared to other properties;
- the inclusion of the property on the appraisal roll;
- any exemptions that may apply to the property owner;
- the qualification for an agricultural or timber appraisal;
- the taxable status of the property;
- the local governments which should be taxing the property;
- the ownership of property;
- a change of use of land receiving special appraisal; and/or
- any action taken by the chief appraiser, CCAD or Appraisal Review Board (“ARB”) that applies to and adversely affects the property.

If property owners cannot resolve their concern informally with the CCAD staff, they may have their cases heard by the ARB. The ARB is an independent board of citizens that review problems with appraisals or other concerns listed above. It has the power to order the CCAD to make the necessary changes to solve problems. If a property owner files a written request for an ARB hearing (called a notice of protest) on or before May 31 (or 30 days after the notice of appraised value was mailed to the property owner, whichever is later), the ARB will set the case for a hearing. The property owner will receive written notice of the time, date, and place of the hearing. After it decides the case, the ARB must send them a copy of its order by certified mail. If the property owner is not satisfied with the decision, it has the right to appeal. If it chooses to go to court, the property owner must start the process by filing a petition within 60 days of the date it receives the ARB’s order. In certain cases, as an alternative to filing an appeal in district court, the property owner may file not later than the 45th day after it receives notice of the ARB order a request for binding arbitration with the CCAD. In certain cases, originating in certain counties, as an alternative to filing an appeal in district court, the property owner may appeal to the State Office of Administrative Hearings (SOAH). An appeal to SOAH is initiated by not later than the 30th day after the property owner receives notice of the ARB’s order by filing with the chief appraiser of the CCAD a notice of appeal.

2.4 TAXATION PROCEDURES

The assessment and property tax process for each tax year includes the steps shown in Table 2-A on the following page.

Table 2-A
Property Tax Timeline

Date(s)	Event
January 1	CADs are required to appraise property on this date. A lien attaches to each taxable property to ensure property tax payment.
January 1 - April 30	CAD completes appraisals and processes applications for exemptions.
April - May	Appraisal districts send notices of appraised value.
May 1	Appraisal review board begins hearing protests from property owners.
July 1	Local taxing units may impose additional penalties for legal costs related to collecting unpaid taxes.
August - September	Local taxing units adopt tax rates.
October 1	Local taxing units (or county tax assessor-collector, acting on their behalf) begin sending tax bills to property owners.
January 1	Taxes due to local taxing units (or county tax assessor-collector, if acting on their behalf).
February 1	Local taxing units begin charging penalty and interest for unpaid tax bills.

2.5 PENALTIES AND INTEREST

According to the Texas Comptroller, if taxes are not paid by January 31st, penalties and interest will accrue are shown in Table 2-B.

Table 2-B
Penalties and Interest

If Tax Paid In:	Penalty		Interest		Total
February	6%	+	1%	=	7%
March	7%	+	2%	=	9%
April	8%	+	3%	=	11%
May	9%	+	4%	=	13%
June	10%	+	5%	=	15%
July	12%	+	6%	=	18%

Penalties reach a maximum of 12% and interest of 1% is added each month after the due date. All real property accounts not paid in full by June 30th of the year in which they become delinquent will be referred to the delinquent tax attorney for enforced collection and will incur an additional penalty equal to 15% - 20% of the total taxes, penalties, and interest due.

2.6 TAX SALE

According to the Collin County Tax Collector's website, tax sales are held once orders of sale are issued from the district courts in reference to tax judgments for delinquent taxes. Real property being sold as a result of a foreclosure to satisfy delinquent taxes is required by Texas law to be sold on the first Tuesday of the month. All counties have sales on the same day.

2.7 TAX RATES

Tax rates are set on an annual basis by the City. For fiscal year 2020, the real property tax rate in the City is \$0.645 per \$100 of assessed value.

The City tax rates have fluctuated in past years. It is likely that the tax rate will continue to change overtime; for purposes of this study, however, it is assumed that the tax rate will remain at its current level in future years.

Table 2-C on the following page provides historical tax rates from fiscal years 2015 to 2020.

Table 2-C
Historical Tax Rates 2015-2020

Fiscal Year	City Tax Rate Per \$100 Assessed Value (M&O)	City Tax Rate Per \$100 Assessed Value (I&S)	City Tax Rate Per \$100 Assessed Value (Total)
2015-16	\$0.433512	\$0.211488	\$0.645000
2016-17	\$0.423269	\$0.221731	\$0.645000
2017-18	\$0.427800	\$0.217200	\$0.645000
2018-19	\$0.385416	\$0.259584	\$0.645000
2019-20	\$0.453683	\$0.191317	\$0.645000
2020-21	\$0.453125	\$0.191875	\$0.645000

Source: CCAD

(the remainder of this page is intentionally left blank)

3. PROJECT PLAN

3.1. DESCRIPTIONS AND MAPS

Existing Uses and Conditions. The Property in the Zone is contiguous and is currently located within the City's corporate limits. The Property is comprised of 3,132.302 acres inclusive of property zoned as Planned Development #117 as amended on August 10, 2021 and more fully described in the City of Celina Zoning Ordinance (the "Zoning Ordinance") attached hereto as **Exhibit H**.

The Property is undeveloped, and there is limited public infrastructure to support development. Development will require public infrastructure that: (1) the City cannot provide; and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the Zone are shown on **Exhibit A**.

Proposed Uses. The Property is zoned consistent with the Zoning Ordinance, and the uses permitted by Planned Development #117. A map of the Property is shown on **Exhibit D** and description of the proposed uses within the Property are shown on Table 3-A below.

Table 3-A
Description of Proposes Uses

Property Type	Estimated Completion	Quantity	Measurement
<i><u>Residential</u></i>			
Single Family - 60 Ft	2030	1,095	Units
Single Family - 50 Ft	2036	3,637	Units
Single Family - 40 Ft	2035	2,223	Units
<i>Subtotal – Single Family</i>		<i>6,955</i>	<i>Units</i>
Multi-Family	2037	4,074	Units
Commercial - Retail	2036	673,000	Square Feet
Commercial - Office	2036	665,010	Square Feet

Metes and Bounds Description. Metes and bounds descriptions of the various tracts that comprise the Property are provided on **Exhibit B**. The list of Parcels in the Zone is shown in **Exhibit E**.

3.2. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES AND REGULATIONS

Development of the Property will involve only those changes established by the City pursuant to the applicable Zoning Ordinances.

3.3. ESTIMATED NON-PROJECT COSTS

Non-project costs are funds that will be spent to develop in the Zone but will not be financed by the Zone. There are significant Non-Project Costs which is estimated at approximately \$319,000,000 for the total property within the Zone.

3.4. RELOCATION OF DISPLACED PERSONS

No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

(the remainder of this page is intentionally left blank)

4. FINANCING PLAN

4.1. ESTIMATED PROJECT COSTS

The total project costs of the Zone (the "Project Costs") include the Administrative Costs defined below and the costs of the initial Public Improvements (as defined herein) as well as related interest expense are estimated to be approximately \$106,494,281 (the "Maximum TIRZ Contribution Amount"), as set forth in **Exhibit F**. The Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer of the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, including the costs of conducting studies, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be paid each year from the TIRZ Fund (hereinafter defined) before any other Project Costs are paid.

4.2. PROPOSED PUBLIC IMPROVEMENTS

The categories of public works and public improvements (the "Public Improvements") that are proposed to be financed within the Zone include the economic development grant.

4.3. ECONOMIC FEASIBILITY

The development is proposed to be developed on vacant land. As shown in **Exhibit G**, the current aggregate taxable assessed value of the property in the development based on the proportional acreage of the applicable parcels is \$382,632 (shown as assessed value in the CCAD records). The development is projected to be fully built out by December 31, 2049 based on the preliminary absorption estimated by the Developer.

For purposes of this Plan, economic feasibility has been evaluated over the term of the Zone based on the projected taxable value growth as shown in the projected absorption, projected incremental assessed values and projected incremental taxes shown in **Exhibit C**. This evaluation focuses only on 'direct' financial benefits (i.e., projected tax revenues from new development in the Zone) of the Public Improvements to be constructed within the Zone and does not take into consideration the potential 'multiplier effect' of this development towards new development outside the Zone and the non-property tax revenue-related benefits like job creation to the properties within and outside of the Zone. The new proposed development could not occur without the Public Improvements required to be constructed within the Zone. The total projected value of the new development at build-out as of January 1, 2038 is \$4,175,115,339, with an incremental value of \$4,174,732,707. The new development is projected to generate approximately \$26,927,026 in annual projected incremental real property taxes at build-out and approximately \$752,741,406 during the anticipated term of the Zone as shown in Table 4-A below.

Table 4-A
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Incremental Appraised Value at Buildout as of January 1, 2050	Total Projected Annual Incremental Tax Revenue at Build-Out (Due by January 31, 2051)	Total Projected Incremental Tax Revenue during the Term of the TIRZ
City of Celina	\$4,174,732,707	\$26,927,026	\$752,741,406

Approximately 84.5% of the new tax revenue generated from the new development within the Zone will be retained by the City. The remaining approximately 15.5% of the new tax revenue generated by the new development within the Zone will be available to pay for Project Costs until the earlier of (i) Maximum TIRZ Contribution Amount is paid, or (ii) the term of the Zone expires in 2057. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the City.

These projections assume no annual property value inflation factor. As shown in **Exhibit C-3**, the total anticipated Maximum TIRZ Contribution Amount towards the Public Improvements is projected to be \$106,494,281. As a result, the TIRZ is anticipated to generate \$646,247,125 (i.e. \$752,741,406 - \$106,494,281) in excess incremental real property taxes during the anticipated term of the Zone for payment of costs of the City, demonstrating economic feasibility of the proposed TIRZ structure.

Table 4-B below shows the projected maximum TIRZ contribution by each participating jurisdiction.

Table 4-B
Projected Maximum TIRZ Contribution

Jurisdiction	Total Projected Incremental Tax Revenue during the Term of the TIRZ^(a)	Total Projected Incremental Tax Revenue Available for payment of Project Costs (Maximum TIRZ Contribution Amount)^(b)	Total Projected Incremental Tax Revenue Retained by the City^(c)
City of Celina	\$752,741,406	\$106,494,281	\$646,247,125

^(a) Represents the projected incremental tax revenues generated from the Property.

^(b) Represents the total projected incremental tax revenue available for the payment of the Project Costs.

^(c) Represents the total projected incremental tax revenue available for the City.

4.4. TIRZ PARTICIPATION LEVEL

For properties within the TIRZ, \$0.10/ \$100 taxable assessed value of the total City incremental real property tax revenue will be pledged to the TIRZ Fund as shown in Table 4-C below.

Table 4-C
TIRZ Participation by Entity

Jurisdiction	TIRZ Participation level
City of Celina	\$0.10/ \$100 taxable assessed value

4.5. ESTIMATED BONDED INDEBTEDNESS

There are no bonds anticipated to be issued for the TIRZ.

4.6. ESTIMATED TIME FOR COSTS OR OBLIGATIONS

The Project Costs are estimated to be incurred within 36 years (432) months. The Administrative Costs will be incurred annually and will continue to be collected until all Project Costs are reimbursed or the term of the Zone has expired.

4.7. METHOD OF FINANCING

The City, in the future, will pay (using the TIRZ funds) the Project Costs as annual TIRZ contributions paid to the Developer. The Final Plan shall obligate the City to pay from the TIRZ Fund annual TIRZ contributions related to the Project Costs, which shall be reviewed and approved by the City. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to pay or reimburse the Project Costs. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the respective governing body, and the TIRZ Fund shall only be used to pay the Project Costs. The Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone a portion of the Tax Increment calculated as a millage rate per \$100 of taxable assessed value in the Zone that equals **\$0.10/ \$100** of taxable assessed value in the Zone from the City incremental property taxes collected in the Zone for years one through thirty-six (1-36).

4.8. TOTAL APPRAISED VALUE

The current preliminary total taxable assessed value of taxable real property in the Zone is \$382,632 as shown in **Exhibit G**. It is estimated that upon expiration of the term of the Zone, the total appraised value of taxable real property in the Zone is estimated to be \$4,994,053,673.

4.9. ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE CITY

The captured appraised value of the Property taxable by the City for a year is the total taxable value of the Property for that year less the tax increment base of the Property. The tax increment base of the Property is the total taxable value of the Property for the year in which the Zone was designated. If the Zone is created during calendar year 2021, the tax increment base of the Property will be \$382,632 as shown in **Exhibit G**.

4.10. DURATION OF THE ZONE; TERMINATION

The stated term of the Zone shall be thirty-six (36) years and commence on September 14, 2021 (based value as of January 1, 2021), and shall continue until fiscal year ending September 30, 2057, unless otherwise terminated in accordance with this section and Section 4.3 above. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the Project Costs have been paid. If upon expiration of the stated term of the Zone, Project Costs have not been paid, the City has no obligation to pay the shortfall. The provisions of this section shall be included in the ordinance that creates the Zone. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

(the remainder of this page is intentionally left blank)

5. ASSUMPTION AND LIMITATIONS

The valuation of property for real property tax purposes is determined by the CCAD. This plan attempts to estimate how the CCAD may estimate the value of the subject properties in the future. The values estimated by the CCAD will almost certainly differ from the estimates included in this report. Values can change significantly over time, and these changes can be significantly higher or lower than values in previous years. Determining property values for tax purposes is not as straight forward or as simple as the analysis in this report. Many factors not considered in this report may impact actual future values. Furthermore, property values are not likely to be consistent from year to year.

The CCAD often relies on market data to estimate the value of property. Property values can be appealed, competition can be greater, national or local market conditions can change; in short, there are many factors that can affect the valuation of property. These factors make the projection of future values an imprecise exercise. The successful development of the subject properties is critical to the values estimated in the report.

This report has assumed property taxes are paid as due. This report does not include an analysis to determine if the owners of property within the Zone will be able or willing to pay property taxes or if the tax collector will be able to collect unpaid taxes. The actual delinquencies in the payment of real property taxes in the Zone will likely be different than assumed in this report and a significant increase in the failure to pay property taxes would materially affect the tax increment revenues available for the payment of Project Costs.

This report estimates future tax increment revenues based on current real property tax rates. Scenarios do not assume real property tax rates in the future will be different than tax rates for fiscal year 2020 as shown in Table 2-D. Real property tax rates have varied over the years and have declined over the years. Real property tax rates will likely vary significantly in future years and be different than assumed in this report and a significant decrease in real property tax rates could materially affect the tax increment revenues available for the payment of Project Costs.

This report includes projections of tax increment revenues based on zero percent annual appreciation for real property. Changes in values will not be consistent from year to year. Future values are estimated based on values in 2020. Values in any future year may be less than values in 2020.

This report assumes that the subject properties will be developed as projected in this report. A delay in the development of properties or changes to the program of development would reduce tax increment revenues during the years of the delay and could result in there being inadequate tax increment revenues to pay the Project Costs. No analysis has been conducted to determine if the subject properties are likely to be developed as projected.

Numerous sources of information were relied on in the preparation of this report. These sources are believed to be reliable; however, no effort has been made to verify information obtained from other sources.

In summary, this report necessarily incorporates numerous estimates and assumptions with respect to property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions will inevitably not materialize, and unanticipated events and circumstance will occur. As a result, actual results will vary from the estimates in this report and the variations may be material.

Other assumptions made in the preparation of this report and limiting conditions to this report are as follows:

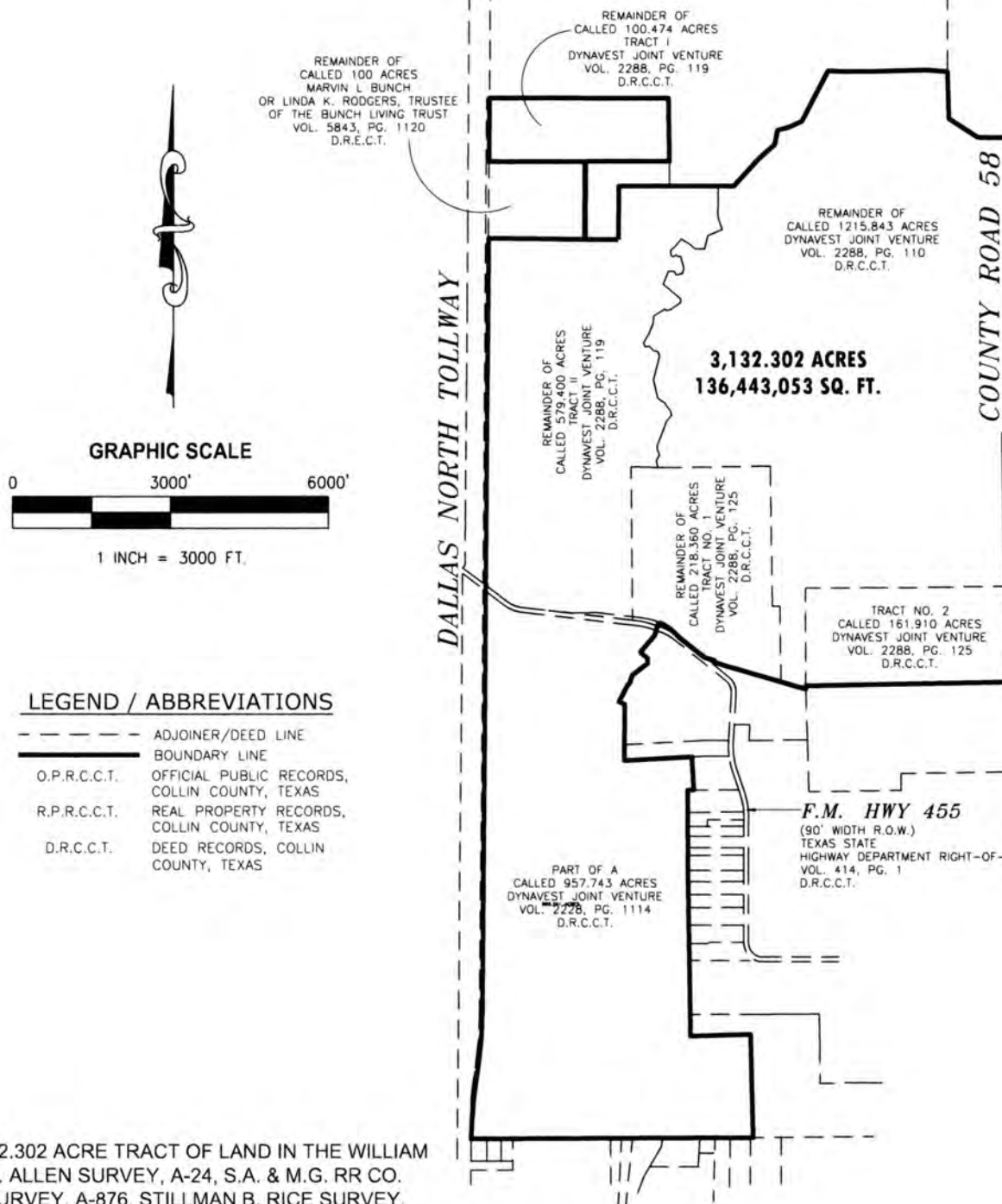
1. There are no zoning, building, safety, environmental or other federal, state, or local laws, regulations, or codes that would prohibit or impair the development, marketing or operation of the subject properties in the manner contemplated in this report, and the subject properties will be developed, marketed and operated in compliance with all applicable laws, regulations, and codes.
2. No material changes will occur in (a) any federal, state or local law, regulation or code affecting the subject properties or (b) any federal, state or local grant, financing or other program to be utilized in connection with the subject properties.
3. The local, national and international economies will not deteriorate and there will be no significant changes in interest rates or in rates of inflation or deflation.
4. The subject properties will be served by adequate transportation, utilities and governmental facilities.
5. The subject properties will not be subjected to any war, energy crises, embargo, strike, earthquake, flood, fire or other casualty or act of God.
6. The subject properties will be developed, marketed, and operated in a highly professional manner.
7. There are no existing, impending or threatened litigation that could hinder the development, marketing, or operation of the subject properties.
8. MuniCap, Inc. does not have expertise in and has no responsibility for legal, environmental, architectural, geologic, engineering, and other matters related to the development and operation of the subject properties.

6. LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Property and TIRZ Zone
Exhibit B	Metes and Bounds Description of Property in the Zone
Exhibit C-1	Projected Absorption
Exhibit C-2	Projected Assessed Value
Exhibit C-3	Projected Incremental Assessed Values and Incremental Real Property Taxes
Exhibit C-4	Comparable Properties
Exhibit D	Map and Description of the Proposed Uses of the Property
Exhibit E	List of Parcels in the Zone
Exhibit F	Project Costs
Exhibit G	Current Appraised Value of the Zone
Exhibit H	Zoning Ordinance

EXHIBIT A
MAP OF THE PROPERTY AND TIRZ ZONE



3,132.302 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO. SURVEY, A-876, STILLMAN B. RICE SURVEY, A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B. & C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19, JOHN DAVIS SURVEY, A-254, JAMES CUMBA SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY, A-869, J. WORRALL SURVEY, A-1036, JEREMIAH QUEEN SURVEY, A-733, GERMAN EMIGRATION CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735, H. COCHRAN SURVEY, A-191, JOHN W. HAYNES SURVEY, A-453, COLLIN COUNTY, TEXAS

NOTE: This exhibit was created to only reflect the overall boundary limits shown herein, and is not a boundary survey.



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

EXHIBIT B
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

X:\2021\21-0195-6\Working\DWG\21-0195 Zoning Overall Dynavest - Without Accretion.dwg

MATCHLINE SEE PG. 15

STILLMAN B. RICE SURVEY
A-1054

REMAINDER OF
CALLED 1215.843 ACRES
DYNAVEST JOINT VENTURE
VOL. 2288, PG. 110
D.R.C.C.T.

EXHIBIT A-B
CALLED 155.26 ACRES
LMR HOLDINGS, LTD.
INST. NO. 20090213000158800
O.P.R.C.C.T.

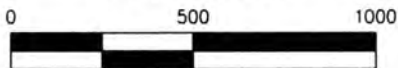
J.F. SMILEY SURVEY
A-869

TRACT 1
CALLED 66.862 ACRES
PILATUS INVESTMENTS, L.L.C.
INST. NO. 20210325000596590
O.P.R.C.C.T.

3,132.302 ACRES
136,443,053 SQ. FT.

TRACT NO. 2
CALLED 161.910 ACRES
DYNAVEST JOINT VENTURE
VOL. 2288, PG. 125
D.R.C.C.T.

GRAPHIC SCALE



1 INCH = 500 FT.

M.E.P. & P SURVEY
A-1068

P.O.B.

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM
P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO.
SURVEY, A-876, STILLMAN B. RICE SURVEY,
A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B.
& C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD
SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19,
JOHN DAVIS SURVEY, A-254, JAMES CUMBA
SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY
COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY,
A-869, J. WORRALL SURVEY, A-1036, JEREMIAH
QUEEN SURVEY, A-733, GERMAN EMIGRATION
CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735,
H. COCHRAN SURVEY, A-191, JOHN W. HAYNES
SURVEY, A-453,
COLLIN COUNTY, TEXAS

GERMAN EMIGRATION CO.
A-356

TRACT 5
CALLED 174.64 ACRES
OWNSBY 1880 FARMS, LTD.
VOL. 4332, PG. 1047
R.P.R.C.C.T.



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

x:\2021\21-0195-6\Working\DWG\21-0195 Zoning Overall Dynavest - Without Accretion.dwg

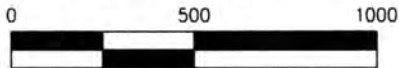
MATCHLINE SEE PG. 9



REMAINDER OF
CALLED 218.360 ACRES
TRACT NO. 1
DYNAVEST JOINT VENTURE
VOL. 2288, PG. 125
D.R.C.C.T.

JOAB H. BIGGS SURVEY
A-51

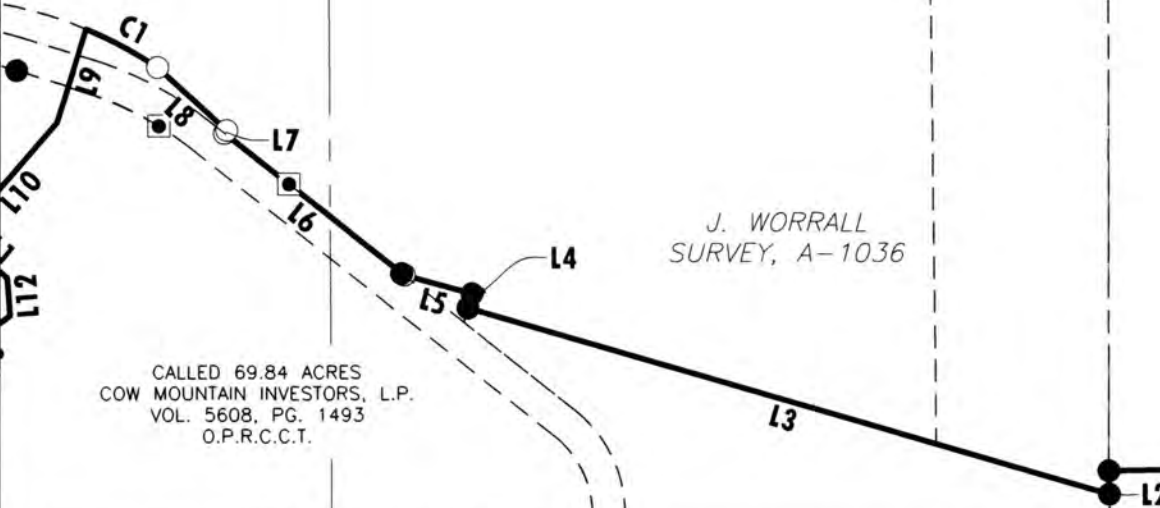
GRAPHIC SCALE



1 INCH = 500 FT.

REMAINDER OF
CALLED 1215.843 ACRES
DYNAVEST JOINT VENTURE
VOL. 2288, PG. 110
D.R.C.C.T.

MATCHLINE SEE PG. 1



J. WORRALL
SURVEY, A-1036

CALLED 69.84 ACRES
COW MOUNTAIN INVESTORS, L.P.
VOL. 5608, PG. 1493
O.P.R.C.C.T.

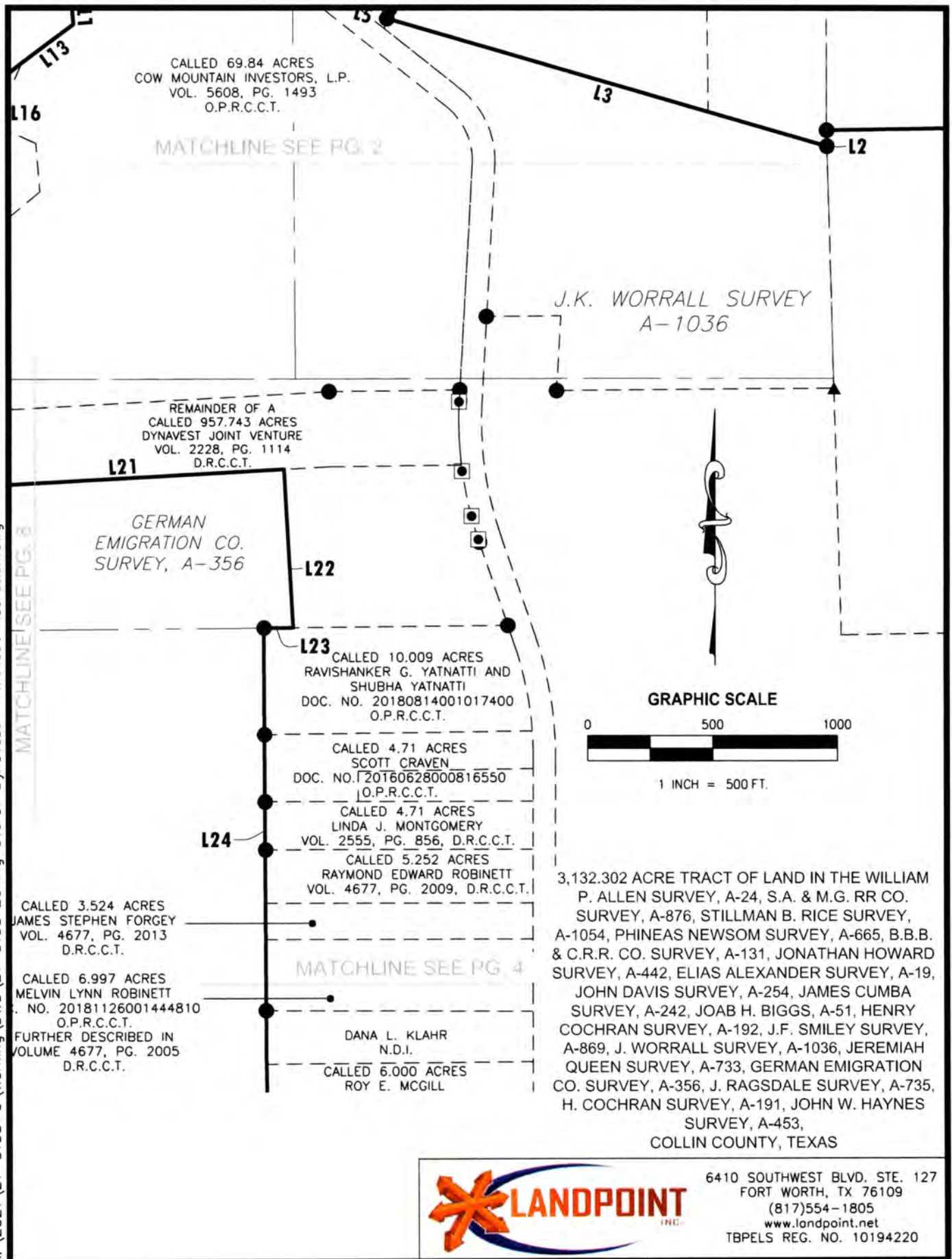
3,132.302 ACRE TRACT OF LAND IN THE WILLIAM
P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO.
SURVEY, A-876, STILLMAN B. RICE SURVEY,
A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B.
& C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD
SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19,
JOHN DAVIS SURVEY, A-254, JAMES CUMBA
SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY
COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY,
A-869, J. WORRALL SURVEY, A-1036, JEREMIAH
QUEEN SURVEY, A-733, GERMAN EMIGRATION
CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735,
H. COCHRAN SURVEY, A-191, JOHN W. HAYNES
SURVEY, A-453,
COLLIN COUNTY, TEXAS

MATCHLINE SEE PG. 3



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

x:\2021\21-0195-6\Working\DWG\21-0195 Zoning Overall Dynavest - Without Accretion.dwg



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

CALLLED 3.524 ACRES
JAMES STEPHEN FORGEY
VOL. 4677, PG. 2013
D.R.C.C.T.

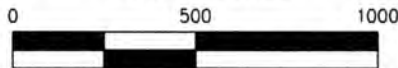
CALLLED 6.997 ACRES
MELVIN LYNN ROBINETT
DOC. NO. 20181126001444810
O.P.R.C.C.T.
FURTHER DESCRIBED IN
VOLUME 4677, PG. 2005
D.R.C.C.T.

*J. RAGSDALE
SURVEY, A-735*

MATCHLINE SEE PG. 7



GRAPHIC SCALE



1 INCH = 500 FT.

CALLLED 108.150 ACRES
HORIZON CELINA PARTNERS LLC
DOC. NO. 20200228000289210
O.P.R.C.C.T.

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM
P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO.
SURVEY, A-876, STILLMAN B. RICE SURVEY,
A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B.
& C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD
SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19,
JOHN DAVIS SURVEY, A-254, JAMES CUMBA
SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY
COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY,
A-869, J. WORRALL SURVEY, A-1036, JEREMIAH
QUEEN SURVEY, A-733, GERMAN EMIGRATION
CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735,
H. COCHRAN SURVEY, A-191, JOHN W. HAYNES
SURVEY, A-453,
COLLIN COUNTY, TEXAS

DANA L. KLAHR
N.D.I.

CALLLED 6.000 ACRES
ROY E. MCGILL
DOC. NO. 96-0069953
O.P.R.C.C.T.

CALLLED 6.09 ACRES
LARRY LEMAY
VOL. 5415, PG. 5914
O.P.R.C.C.T.

RICHARD DOTTER AND
DEANNA L. DOTTER
N.D.I.

CALLLED 8.07 ACRES
TRACT 1
TOMMY E. POOLE AND
MARIAN L. POOLE
DOC. NO. 20150413000411390
O.P.R.C.C.T.

CALLLED 8.081 ACRES
TODD L. BLANKS AND
CASSYE C. BLANKS
DOC. NO. 20130410000485330
O.P.R.C.C.T.

CALLLED 27.30 ACRES
PAIR OF DICE PROPERTIES, LLC
DOC. NO. 20181102001367960
O.P.R.C.C.T.

MATCHLINE SEE PG. 3

MATCHLINE SEE PG. 5

L25

L26



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

MATCHLINE SEE PG. 6

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM
P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO.
SURVEY, A-876, STILLMAN B. RICE SURVEY,
A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B.
& C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD
SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19,
JOHN DAVIS SURVEY, A-254, JAMES CUMBA
SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY
COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY,
A-869, J. WORRALL SURVEY, A-1036, JEREMIAH
QUEEN SURVEY, A-733, GERMAN EMIGRATION
CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735,
H. COCHRAN SURVEY, A-191, JOHN W. HAYNES
SURVEY, A-453,
COLLIN COUNTY, TEXAS

L28

PATSY HOBBS AND
JOHN D. BAKER
VOL. 5527, PG. 1152
O.P.R.C.C.T.
CALLED 5.137 ACRES
YVETTE M. GARZA
DOC. NO.
20070815001132080
O.P.R.C.C.T.

CALLED 10.00 ACRES
MICHAEL WELDON PRITCHARD
AND CARRIE LISA PRITCHARD
VOL. 4977, PG. 2562
O.P.R.C.C.T.

CALLED 10.003 ACRES
MICHAEL J. GREGORY AND
KAREN GREGORY
DOC. NO. 20140515000482190
O.P.R.C.C.T.

CALLED 1.998 ACRES
IRVING BECKER AND
JOAN BECKER
DOC. NO. 20170901001176790
O.P.R.C.C.T.

CALLED 7.491 ACRES
MUHAMMAD F. ISLAM
DOC. NO. 20100921001006890
O.P.R.C.C.T.

CALLED 5.5261 ACRES
KYLE ANDREW MILLS AND
JENNY MICHELE MILLS
DOC. NO. 20170616000784100
O.P.R.C.C.T.

CALLED 12.01 ACRES
SCOT H. McDONALD AND
JILL C. McDONALD
VOL. 4389, PG. 4489
D.R.C.C.T.

MATCHLINE SEE PG. 4

CALLED 108.150 ACRES
HORIZON CELINA PARTNERS LLC
DOC. NO. 20200228000289210
O.P.R.C.C.T.

CALLED 27.30 ACRES
PAIR OF DICE PROPERTIES, LLC
DOC. NO. 20181102001367960
O.P.R.C.C.T.

L26

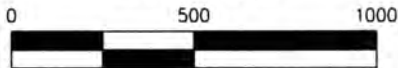
L27

CALLED 108.150 AC
HORIZON CELINA PARTNERS LLC
DOC. NO. 20200228000289210
O.P.R.C.C.T.

MATCHLINE SEE PG. 8

J. HEATH
SURVEY, A-387

GRAPHIC SCALE



1 INCH = 500 FT.



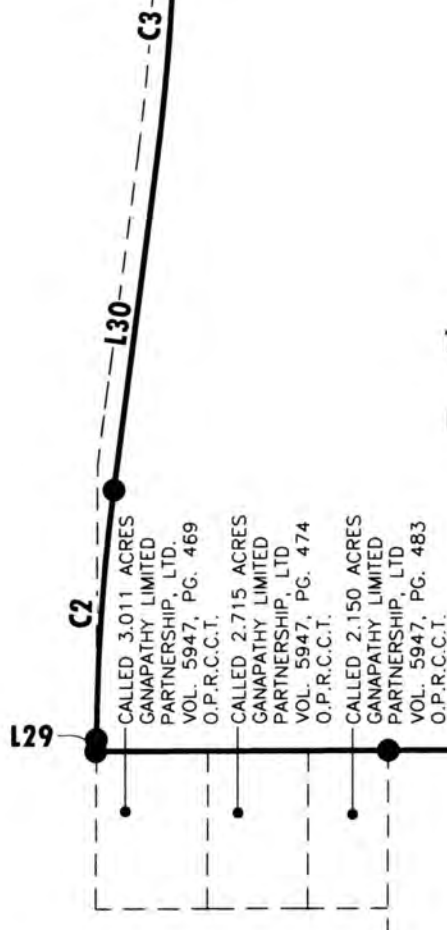
6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

J. JOHNSON
SURVEY, A-1468

DALLAS

GERMAN EMIGRATION
CO., A-356

MATCHLINE SEE PG. 7



3,132.302 ACRES
136,443,053 SQ. FT.

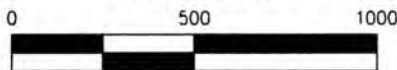
MATCHLINE SEE PG. 7

MATCHLINE SEE PG. 5

PATSY HOBBS AND
JOHN D. BAKER
VOL. 5527, PG. 1152
O.P.R.C.C.T.



GRAPHIC SCALE



1 INCH = 500 FT.

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM
P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO.
SURVEY, A-876, STILLMAN B. RICE SURVEY,
A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B.
& C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD
SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19,
JOHN DAVIS SURVEY, A-254, JAMES CUMBA
SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY
COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY,
A-869, J. WORRALL SURVEY, A-1036, JEREMIAH
QUEEN SURVEY, A-733, GERMAN EMIGRATION
CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735,
H. COCHRAN SURVEY, A-191, JOHN W. HAYNES
SURVEY, A-453,
COLLIN COUNTY, TEXAS



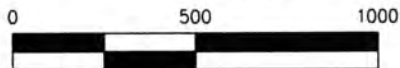
6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

x:\2021\21-0195-6\Working\DWG\21-0195 Zoning Overall Dynavest - Without Accretion.dwg

DALLAS NORTH TOLLWAY

-C3-

GRAPHIC SCALE



1 INCH = 500 FT.

GERMAN EMIGRATION
CO., A-356

MATCHLINE SEE PG. 6

PART OF A
CALLED 957.743 ACRES
DYNAVEST JOINT VENTURE
VOL. 2228, PG. 1114
D.R.C.C.T.

899.261 ACRES

GERMAN EMIGRATION CO.
A-356

MATCHLINE SEE PG. 8

CALLED 3.5
JAMES STEPHENS
VOL. 4677,
D.R.C.

CALLED 6.9
MELVIN LYNN
DOC. NO. 2018
O.P.R.
FURTHER DE
VOLUME 467
D.R.C.

J. RAGSDALE
SURVEY,

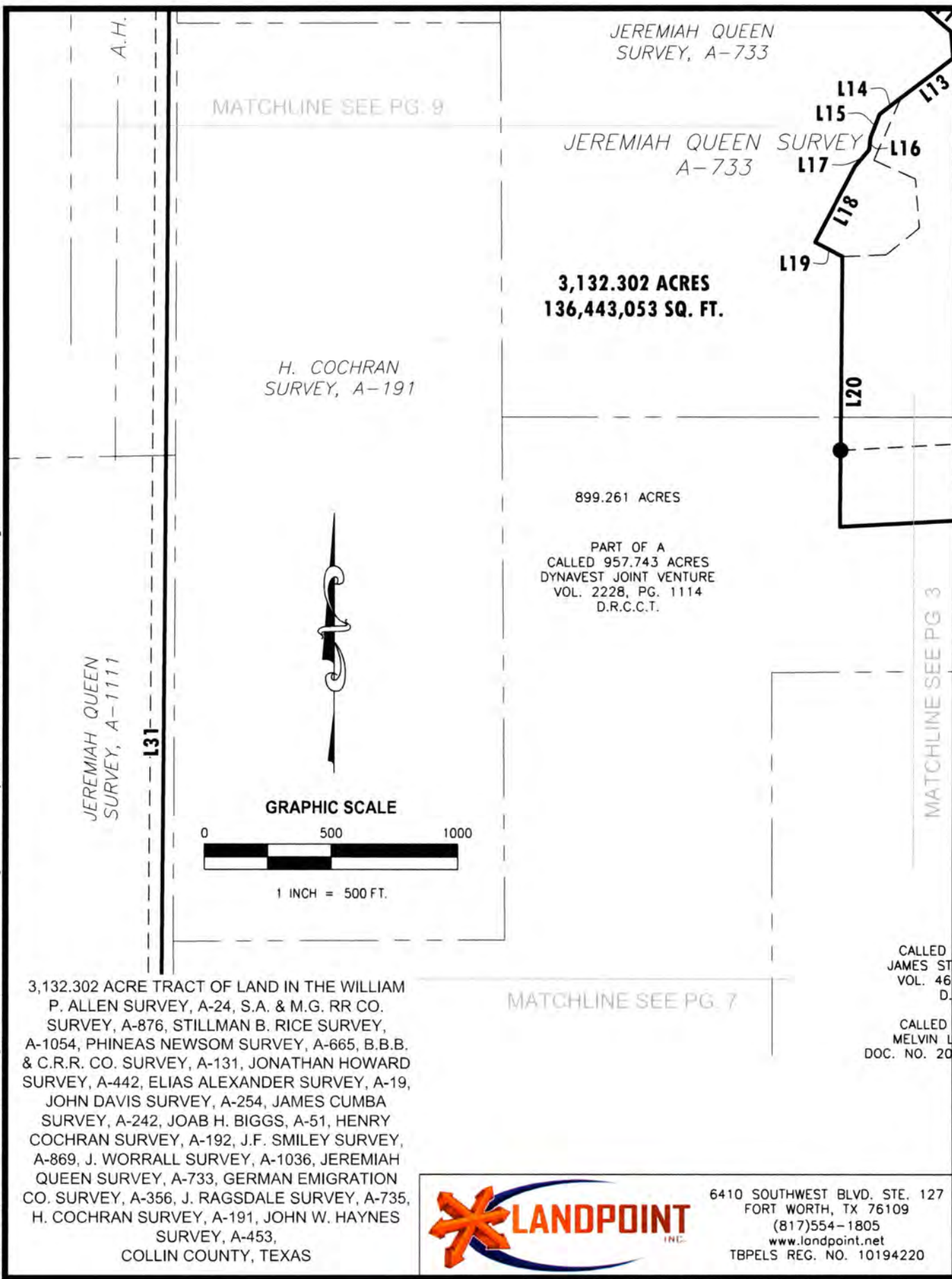
MATCHLINE SEE PG. 4

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM
P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO.
SURVEY, A-876, STILLMAN B. RICE SURVEY,
A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B.
& C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD
SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19,
JOHN DAVIS SURVEY, A-254, JAMES CUMBA
SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY
COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY,
A-869, J. WORRALL SURVEY, A-1036, JEREMIAH
QUEEN SURVEY, A-733, GERMAN EMIGRATION
CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735,
H. COCHRAN SURVEY, A-191, JOHN W. HAYNES
SURVEY, A-453,
COLLIN COUNTY, TEXAS



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

X:\2021\21-0195-6\Working\DWG\21-0195 Zoning Overall Dynavest - Without Accretion.dwg



x:\2021\21-0195-6\Working\DWG\21-0195 Zoning Overall Dynavest - Without Accretion.dwg

DALLAS NORTH TOLLWAY

(VARIABLE WIDTH R.O.W.)

REMAINDER OF
CALLED 579.400 ACRES
TRACT II
DYNAVEST JOINT VENTURE
VOL. 2288, PG. 119
D.R.C.C.T.

JAMES CUMBA SURVEY
A-242

NORTH TEXAS TOLLWAY AUTHORITY
COUNTY ROAD PARCEL 42-11 NBSR-1
DOC. NO. 2020072001126930
O.P.R.C.C.T.

3,132.302 ACRES
136,443,053 SQ. FT.

GRAPHIC SCALE

0 500 1000

1 INCH = 500 FT.

F.M. HWY 455

(90' WIDTH R.O.W.)
TEXAS STATE
HIGHWAY DEPARTMENT RIGHT-OF-WAY-MAP
VOL. 414, PG. 1
D.R.C.C.T.

JOHN W. HAYNES SURVEY
A-453

JEREMIAH QUEEN
SURVEY, A-733

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM
P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO.
SURVEY, A-876, STILLMAN B. RICE SURVEY,
A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B.
& C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD
SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19,
JOHN DAVIS SURVEY, A-254, JAMES CUMBA
SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY
COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY,
A-869, J. WORRALL SURVEY, A-1036, JEREMIAH
QUEEN SURVEY, A-733, GERMAN EMIGRATION
CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735,
H. COCHRAN SURVEY, A-191, JOHN W. HAYNES
SURVEY, A-453,
COLLIN COUNTY, TEXAS

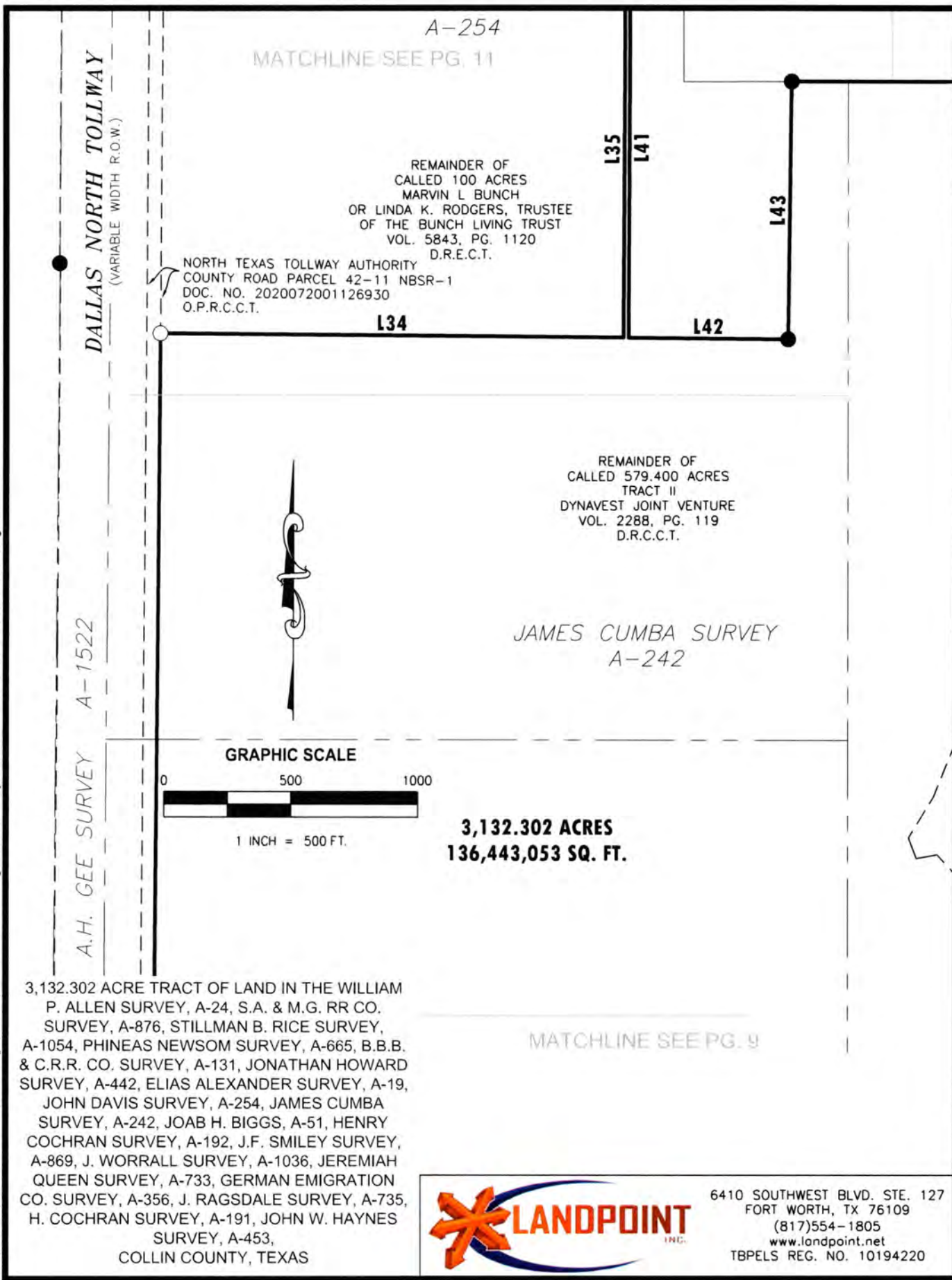
MATCHLINE SEE PG 8

JEREMIAH QUEEN SURVEY, A-733

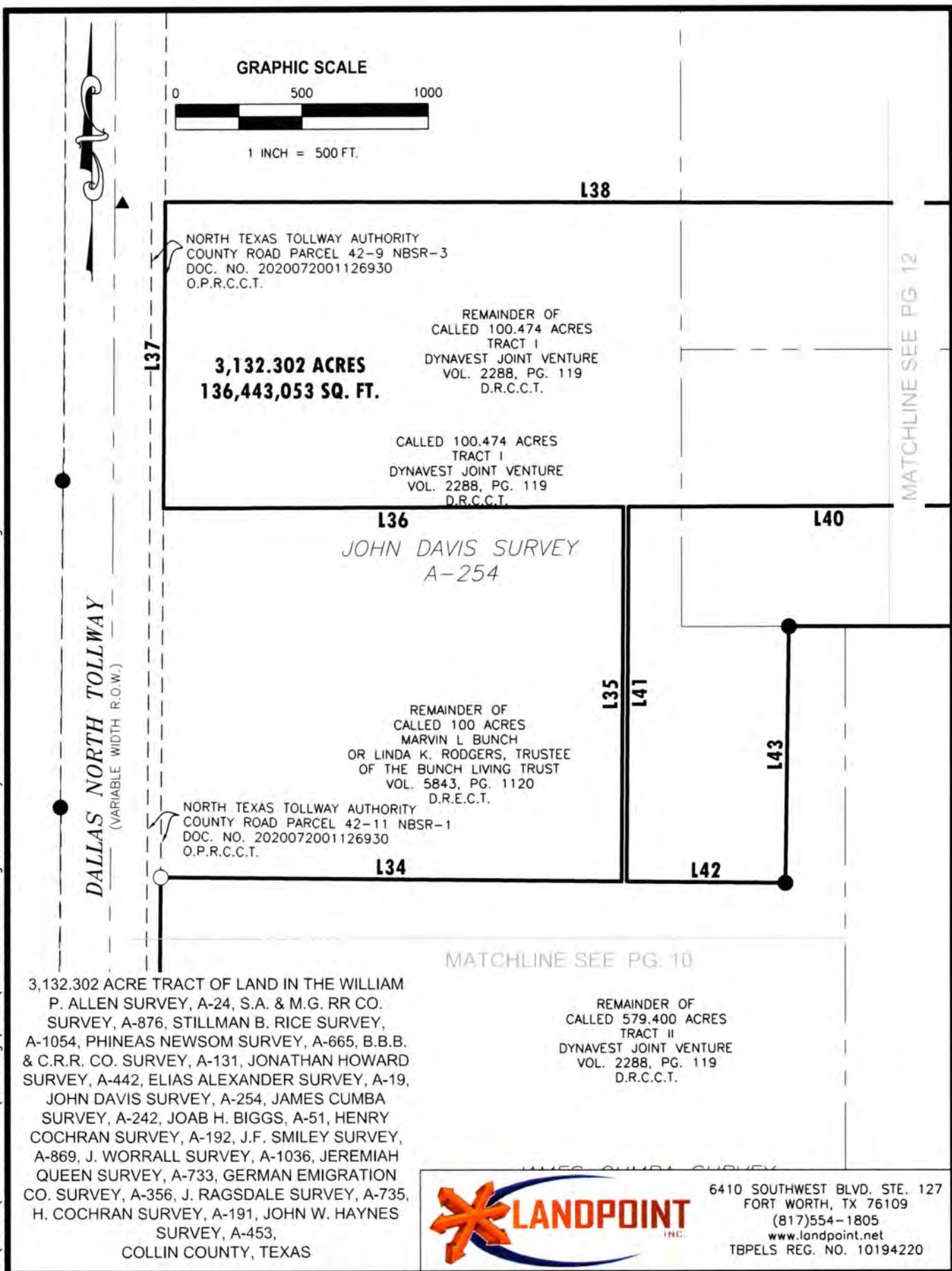


6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

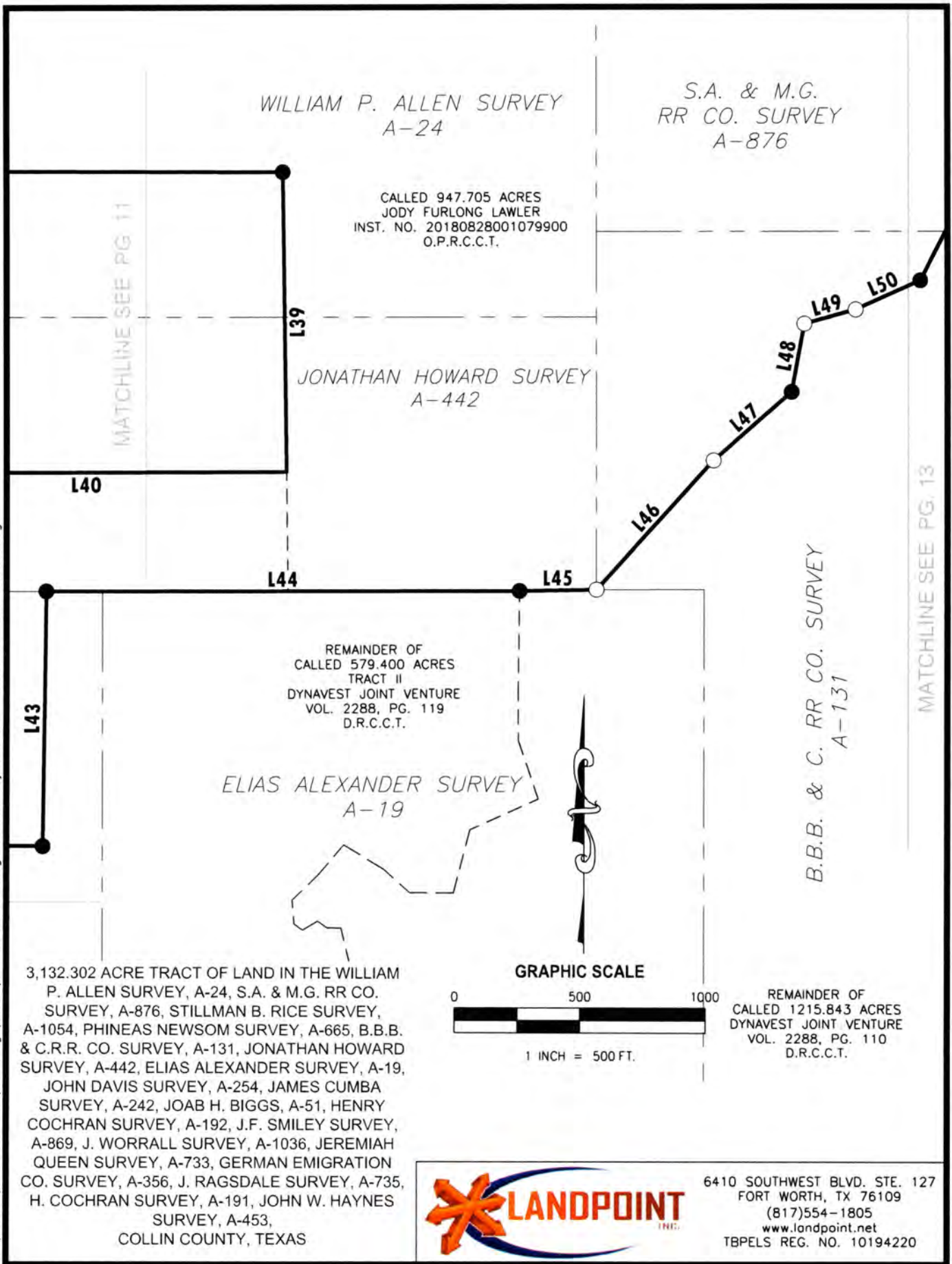
X:\2021\21-0195-6\Working\DWG\21-0195 Zoning Overall Dynavest - Without Accretion.dwg



X:\2021\21-0195-6\Working\DWG\21-0195 Zoning Overall Dynavest - Without Accretion.dwg

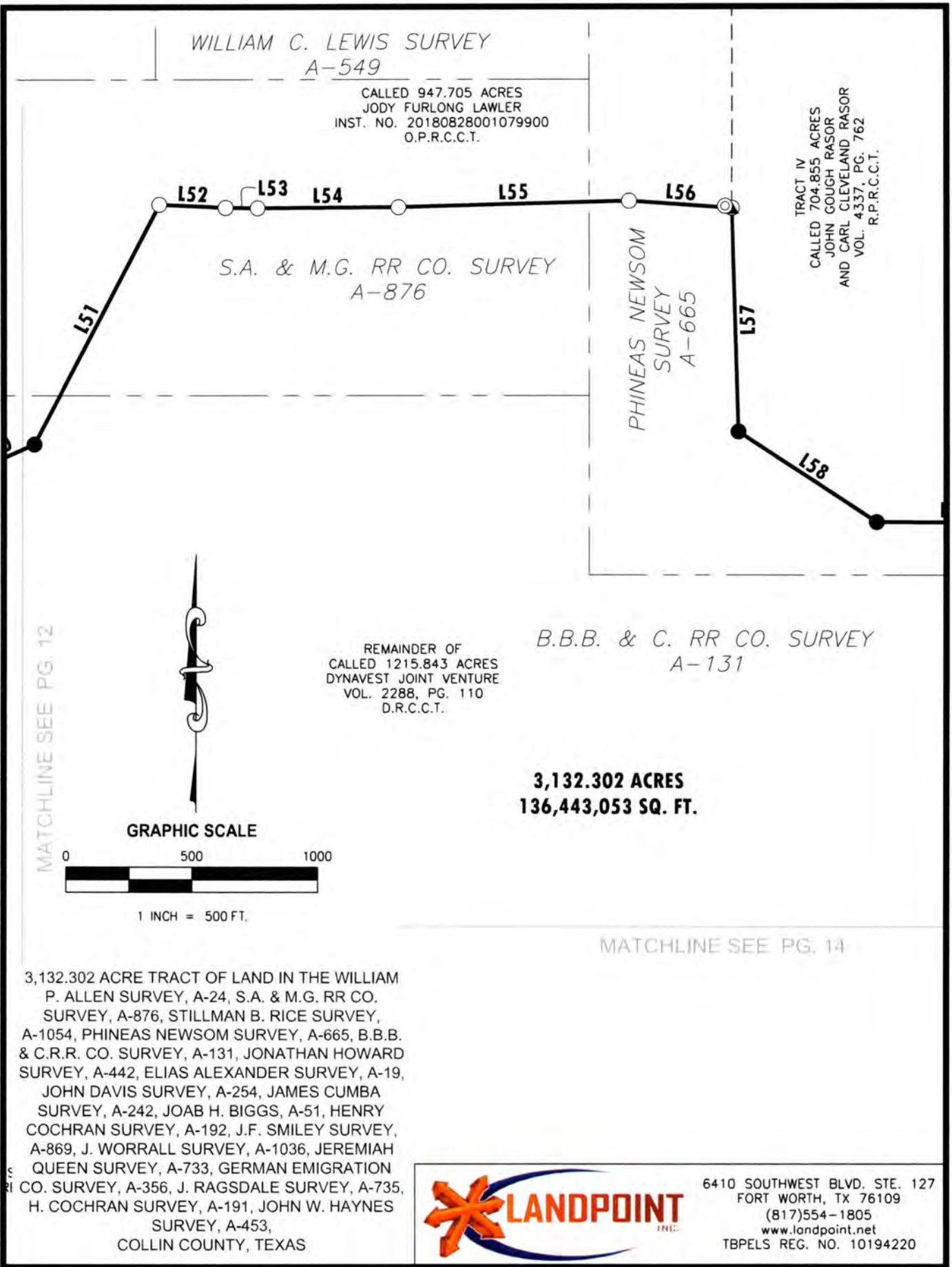


x:\2021\21-0195-6\Working\DWG\21-0195 Zoning Overall Dynavest - Without Accretion.dwg



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

X:\2021\21-0195-6\Working\DWG\21-0195 Zoning Overall Dynavest - Without Accretion.dwg

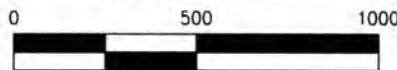


3,132.302 ACRES
136,443,053 SQ. FT.

MATCHLINE SEE PG. 13

B.B.B. & C. RR CO. SURVEY
A-131

GRAPHIC SCALE



1 INCH = 500 FT.

MATCHLINE SEE PG. 15

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM
P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO.
SURVEY, A-876, STILLMAN B. RICE SURVEY,
A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B.
& C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD
SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19,
JOHN DAVIS SURVEY, A-254, JAMES CUMBA
SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY
COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY,
A-869, J. WORRALL SURVEY, A-1036, JEREMIAH
QUEEN SURVEY, A-733, GERMAN EMIGRATION
CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735,
H. COCHRAN SURVEY, A-191, JOHN W. HAYNES
SURVEY, A-453,
COLLIN COUNTY, TEXAS

CALLLED 22.57 ACRES
MOLLY ANN HUIE
INST. NO. 20110531000556580
O.P.R.C.C.T.

REMAINDER OF
CALLLED 1215.843 ACRES
DYNAVEST JOINT VENTURE
VOL. 2288, PG. 110
D.R.C.C.T.

COUNTY ROAD 58

(NO RECORD FOUND)

L61

L62

L63

TRACT 1
CALLED 115.412
JOHN COUGH R
AND CARL CLEVELAN
VOL. 4337, PG.
R.P.R.C.C.T.

CALLLED 41.202 ACRES
DALLAS CELINA LAND PARTNERS LLC
INST. NO. 20080516000595410
O.P.R.C.C.T.

CALLLED 20.000 ACRES
DANI HOME LLC
INST. NO.
20200116000071410
O.P.R.C.C.T.

CALLLED 20.707
SHAH SAFI AND LAILUMA SAFI,
HUSBAND AND WIFE;
HOMAYUN SAFI
INST. NO. 20100803000797400
O.P.R.C.C.T.

ES
LO



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

x:\2021\21-0195-6\Working\DWG\21-0195 Zoning Overall Dynavest - Without Accretion.dwg

MATCHLINE SEE PG. 14

CALLED 22.57 ACRES
MOLLY ANN HUIE
INST. NO. 20110531000556580
O.P.R.C.C.T.

REMAINDER OF
CALLED 1215.843 ACRES
DYNAVEST JOINT VENTURE
VOL. 2288, PG. 110
D.R.C.C.T.

O.P.R.C.C.T.
CALLED 20.707
SHAH SAFI AND LAILUMA SAFI,
HUSBAND AND WIFE;
HOMAYUN SAFI
INST. NO. 20100803000797400
O.P.R.C.C.T.

CALLED 19.274 ACRES
RAMON L. CARVAJAL
VOL. 3484, PG. 240
D.R.C.C.T.

EXHIBIT A-B
CALLED 155.26 ACRES
LMR HOLDINGS, LTD.
INST. NO. 20090213000158800
O.P.R.C.C.T.

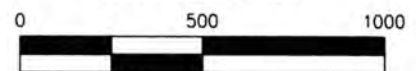
HENRY COCHRAN SURVEY
A-192

GABRIEL CHENAWETH
SURVEY
A-140

MATCHLINE SEE PG. 1

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM
P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO.
SURVEY, A-876, STILLMAN B. RICE SURVEY,
A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B.
& C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD
SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19,
JOHN DAVIS SURVEY, A-254, JAMES CUMBA
SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY
COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY,
A-869, J. WORRALL SURVEY, A-1036, JEREMIAH
QUEEN SURVEY, A-733, GERMAN EMIGRATION
CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735,
H. COCHRAN SURVEY, A-191, JOHN W. HAYNES
SURVEY, A-453,
COLLIN COUNTY, TEXAS

GRAPHIC SCALE



1 INCH = 500 FT.



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

LEGEND / ABBREVIATIONS

---	ABSTRACT LINE
---	ADJOINER LINE
---	BOUNDARY LINE
■	CONC MON FOUND (TYPE 1)
●	IRON ROD FOUND
○	CAPPED IRON ROD SET
◎	IRON PIPE FOUND
▲	NAIL FOUND
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
R.P.R.C.C.T.	REAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
IPF	IRON PIPE FOUND
CIRS	CAPPED IRON ROD SET
CMONF	CONCRETE MONUMENT FOUND

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO. SURVEY, A-876, STILLMAN B. RICE SURVEY, A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B. & C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19, JOHN DAVIS SURVEY, A-254, JAMES CUMBA SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY, A-869, J. WORRALL SURVEY, A-1036, JEREMIAH QUEEN SURVEY, A-733, GERMAN EMIGRATION CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735, H. COCHRAN SURVEY, A-191, JOHN W. HAYNES SURVEY, A-453, COLLIN COUNTY, TEXAS

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S88°58'02"W	3875.51'
L2	S01°04'44"E	63.89'
L3	N73°55'39"W	1830.27'
L4	N16°00'52"E	40.00'
L5	N74°36'15"W	192.09'
L6	N51°44'59"W	626.29'
L7	N38°19'50"E	10.12'
L8	N47°51'38"W	256.41'
L9	S17°13'41"W	267.36'
L10	S40°37'27"W	414.21'
L11	S50°02'12"E	174.16'
L12	S04°21'15"E	103.17'
L13	S53°17'03"W	256.14'
L14	S51°53'58"W	107.37'
L15	S21°48'09"W	97.62'
L16	S06°43'01"W	48.67'
L17	S39°44'41"W	87.61'
L18	S27°53'00"W	337.61'
L19	S62°34'37"E	122.61'
L20	S00°30'19"W	1063.09'
L21	N86°48'50"E	1289.24'
L22	S03°11'10"E	632.52'
L23	S89°27'53"W	116.62'
L24	S00°17'11"E	1724.68'
L25	S00°56'38"E	2951.35'
L26	N88°16'05"E	1147.55'
L27	S01°29'07"E	1961.95'
L28	S89°45'01"W	5375.00'
L31	N00°24'17"E	7981.16'
L32	N00°25'53"E	311.13'
L33	N00°26'50"E	6459.92'
L34	S89°30'00"E	1826.10'

LINE TABLE

LINE	DIRECTION	LENGTH
L35	N00°18'32"E	1480.32'
L36	S89°50'48"W	1822.62'
L37	N00°26'50"E	1213.34'
L38	S89°47'54"E	3411.58'
L39	S00°41'47"E	1192.20'
L40	S89°50'48"W	1592.91'
L42	S89°30'00"E	630.52'
L43	N00°46'50"E	1013.39'
L44	N89°53'37"E	1884.13'
L45	N89°01'13"E	307.00'
L46	N42°11'13"E	694.59'
L47	N48°56'13"E	413.26'
L48	N10°35'01"E	275.42'
L49	N74°49'01"E	212.62'
L50	N65°47'01"E	282.00'
L51	N27°33'05"E	1073.55'
L52	S87°13'55"E	263.52'
L53	S89°13'55"E	127.00'
L54	N89°38'05"E	560.00'
L55	N88°26'05"E	917.00'
L56	S86°02'55"E	411.00'
L57	S01°39'02"E	886.80'
L58	S56°53'31"E	657.24'
L59	S89°45'11"E	627.65'
L60	S01°19'43"W	529.15'
L61	S00°48'42"W	3775.00'
L62	S01°03'35"W	500.00'
L63	S00°49'35"W	271.50'
L64	S01°34'34"E	559.27'
L66	S00°46'36"E	3152.31'
L67	S02°06'34"E	1548.60'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	222.00'	1130.00'	11°15'23"	N61°45'58"W	221.64'
C2	684.70'	5530.00'	7°05'39"	N03°56'53"E	684.26'
C3	725.80'	5929.99'	7°00'46"	N03°58'30"E	725.35'



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

LEGAL DESCRIPTION

Being a 3,132.302 acre tract of land situated in the John Davis Survey Abstract No. 254, the James Cumbia Survey Abstract No. 242, the Elias Alexander Survey Abstract No. 19, the Joab H. Biggs Survey Abstract No. 51, the Jeremiah Queen Survey, Abstract No. 733, the J.K. Worrall Survey Abstract No. 1036, the S.A. and M.G. RR Co. Survey, Abstract No. 876, the Phineas Newsom Survey, Abstract No. 665, the B.B.B. and C. RR Co. Survey Abstract No. 131, the Henry Cochran Survey Abstract No. 192, the Stillman B. Rice Survey Abstract No. 1054 and the J.F. Smiley Survey Abstract No. 869, being all of a called 161.910 acre tract of land described as Tract No. 2, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 125, Deed Records of Collin County, Texas, all of a called 1215.843 acre tract of land, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 110, said Deed Records, the remainder of a called 218.360 acre tract of land described as Tract No. 1, as conveyed to Dynavest Joint Ventures by deed of record in Volume 228, Page 125, said Deed Records, and the remainder of a called 579.400 acre tract of land described as Tract II, as conveyed in the deed to Dynavest Joint Ventures by deed of record in Volume 2288, Page 119, said Deed Records, and being more particularly described as follows:

BEGINNING at an iron pipe found for the southeast corner of said 161.910 acre tract, common to a salient corner in the west line of a called 66.862 acre tract of land described as Tract 1, as conveyed to Pilatus Investments, LLC, by deed of record in Instrument No. 20210325000596590, Official Public Records of Collin County, Texas, and in the northerly line of a called 174.64 acre tract of land described as Tract 5, as conveyed to Ownsby 1880 Farms, LTD, by deed of record in Volume 4332, Page 1047, Real Property Records of Collin County, Texas;

THENCE S88°58'02"W, with the southerly line of said 161.910 acre tract and the northerly line of said 174.64 acre tract, a distance of 3875.51 feet to an iron rod with a cap found for the Southwest corner of said 161.910 acre tract, common to the northwest corner of said 174.64 acre tract and in an easterly line of said 1215.843 acre tract;

THENCE S01°04'44"E, with the easterly line of said 1215.843 acre tract and the westerly line of said 174.64 acre tract, a distance of 63.89 feet to an iron rod with a cap found for the most southerly southeast corner of said 1215.843 acre tract;

THENCE N73°55'39"W, with a southerly line of said 1215.843 acre tract, passing the southwest corner of said 1215.843 acre tract, common to the southeast corner of southeast corner of said 218.360 acre tract, continuing on said course with the southerly line of said 218.360 acre tract a total distance of 1830.27 feet to an iron rod with a cap found for a salient corner in the southerly line of said 218.360 acre tract and in the northeasterly right-of-way line of F.M. Highway 455;

THENCE with the southerly line of said 218.360 acre tract and the northeasterly right-of-way line of said F.M. Highway 455, the following Three (3) courses:

1. N16°00'52"E, a distance of 40.00 feet to an iron rod with a cap found for corner;
2. N74°36'15"W, a distance of 192.09 feet to a point for corner;
3. N51°44'59"W, passing at a distance of 8.26 feet an iron rod with a cap found, continuing on said course, a total distance of 626.29 feet to 5/8-inch iron rod with a cap stamped "Landpoint" set (hereinafter referred to as capped iron rod set) at the southeast corner of a tract of land described as Parcel 1, as conveyed to State of Texas by deed of record in Instrument No. 2005-0062934, said Official Public Records;

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO. SURVEY, A-876, STILLMAN B. RICE SURVEY, A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B. & C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19, JOHN DAVIS SURVEY, A-254, JAMES CUMBA SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY, A-869, J. WORRALL SURVEY, A-1036, JEREMIAH QUEEN SURVEY, A-733, GERMAN EMIGRATION CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735, H. COCHRAN SURVEY, A-191, JOHN W. HAYNES SURVEY, A-453, COLLIN COUNTY, TEXAS

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

07/30/2021

Robert Glen Maloy

Texas R.P.L.S. No. 6028



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

LEGAL DESCRIPTION (continued)

THENCE S17°13'41"W, leaving the said northeasterly right-of-way line of said F.M. Highway 455 and the northeasterly line of said Parcel 1, a distance of 267.36 feet to a point for corner;
THENCE S40°37'27"W, a distance of 414.21 feet to a point for corner;
THENCE S50°02'12"E, a distance of 174.16 feet to a point for corner;
THENCE S04°21'15"E, a distance of 103.17 feet to a point for corner;
THENCE S53°17'03"W, a distance of 256.14 feet to a point for corner;
THENCE S51°53'58"W, a distance of 107.37 feet to a point for corner;
THENCE S21°48'09"W, a distance of 97.62 feet to a point for corner;
THENCE S06°43'01"W, a distance of 48.67 feet to a point for corner;
THENCE S39°44'41"W, a distance of 87.61 feet to a point for corner;
THENCE S27°53'00"W, a distance of 337.61 feet to a point for corner;
THENCE S62°34'37"E, a distance of 122.61 feet to a point for corner;
THENCE S00°30'19"W, a distance of 1063.09 feet to a point for corner;
THENCE N86°48'50"E, a distance of 1289.24 feet to a point for corner;
THENCE S89°27'53"W, a distance of 116.62 feet to a point for corner;
THENCE S00°17'11"E, a distance of 1724.68 feet to a point for corner;
THENCE S00°56'38"E, a distance of 2951.35 feet to a point for corner;
THENCE N88°16'05"E, a distance of 1147.55 feet to a point for corner;
THENCE S01°29'07"E, a distance of 1961.95 feet to a point for corner;
THENCE S89°45'01"W, a distance of 5375.00 feet to a point for the Southwest corner of said tract herein described;
THENCE N00°25'04"E, a distance of 32.89 feet to a point for the beginning of a curve to the right;
THENCE with said curve to the right, an arc length of 684.70 feet, a central angle of 07°05'39", a radius of 5530.00 feet and a chord that bears N03°56'53"E, a distance of 684.26 feet to a point at the end of said curve;
THENCE N07°29'26"E, a distance of 911.82 feet to a point for the beginning of a curve to the left;
THENCE with said curve to the left, an arc length of 725.80 feet, a central angle of 07°00'46", a radius of 5929.99 feet and a chord that bears N03°58'30"E, a distance of 725.35 feet to a point at the end of said curve;
THENCE N00°24'17"E, a distance of 7981.16 feet to a point for the corner;
THENCE N00°26'50"E, continuing with the easterly right-of-way line of said North Texas Tollway Authority County Road Parcel 42-9 NBSR-1, a distance of 6,459.92 feet to a capped iron rod set for the northeast corner of said Parcel 42-9 NBSR-1 in a northerly line of said 579.400 acre tract and in the southerly line of a called 100 acre tract of land as conveyed to Marvin L. Bunch or Linda K. Rodgers, Trustee of the Bunch Living Trust, by deed of record in Volume 5843, Page 1120, said Deed Records;
THENCE N00°25'53"E, continuing with the said easterly right-of-way line, a distance of 311.13 feet to a point for the corner;
THENCE S89°30'00" East, with the northerly line of said 579.400 acre tract and the southerly line of said 100 acre tract, a distance of 1826.10 feet to a point for the corner;
THENCE N00°18'32"E, crossing a remainder of a called 100 acre tract of land conveyed to Marvin L. Bunch or Linda K. Rodgers, Trustee of The Bunch Living Trust, recorded in Volume 5843, Page 1120, Official Public Records of Collin County, Texas, a distance of 1480.32 feet to a point for the corner;
THENCE S89°50'48"W, along the South line of a called 100.474 acre tract of land, conveyed to Dynavest Joint Venture, recorded in Volume 2288, Page 119, Official Public Records of Collin County, Texas, a distance of 1822.62 feet to a point for the corner;

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM
P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO.
SURVEY, A-876, STILLMAN B. RICE SURVEY,
A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B.
& C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD
SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19,
JOHN DAVIS SURVEY, A-254, JAMES CUMBA
SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY
COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY,
A-869, J. WORRALL SURVEY, A-1036, JEREMIAH
QUEEN SURVEY, A-733, GERMAN EMIGRATION
CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735,
H. COCHRAN SURVEY, A-191, JOHN W. HAYNES
SURVEY, A-453,
COLLIN COUNTY, TEXAS

I, Robert Glen Maloy, certify that this plot was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

07/30/2021

Robert Glen Maloy

Texas R.P.L.S. No. 6028



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

LEGAL DESCRIPTION (continued)

THENCE N00°26'50"E, along the West line of said 100.474 acre tract of land, a distance of 1213.34 feet to a point for the corner;

THENCE S89°47'54"E, along the North line of said 100.474 acre tract of land, a distance of 3411.58 feet to a point for the corner;

THENCE S00°41'47"E, along the East line of said 100.474 acre tract of land, a distance of 1192.20 feet to a point for the corner;

THENCE S89°50'48"W, along the said South line of said 100.474 acre tract of land, a distance of 1592.91 feet to a point for the corner;

THENCE S00°18'38"W, leaving the said 100.474 acre tract of land and crossing through said 100 acre tract of land conveyed to Marvin L. Bunch or Linda K. Rodgers, Trustee of The Bunch Living Trust, a distance of 1480.55 feet to a point for the corner;

THENCE S89°30'00" East, with the northerly line of said 579.400 acre tract and the southerly line of said 100 acre tract, a distance of 630.52 feet to an iron rod with a cap found for corner;

THENCE N00°46'50"E, with a westerly line of said 579.400 acre tract and an easterly line of said 100 acre tract, a distance of 1,013.39 feet to an iron rod with a cap found for corner;

THENCE N89°53'37"E, with a northerly line of said 579.400 acre tract and a southerly line of said 100 acre tract, passing the southeast corner of said 100 acre tract, continuing on said course, a total distance of 1,884.13 feet to a 1/2-inch iron rod found for the northeast corner of said 579.400 acre tract, common to the northwest corner of said 1215.843 acre tract;

THENCE with the northerly line of said 1215.843 acre tract, the following Twelve (12) courses:

1. N89°01'13"E, a distance of 307.00 feet to a capped iron rod set;
2. N42°11'13"E, a distance of 694.59 feet to a capped iron rod set;
3. N48°56'13"E, a distance of 413.26 feet to 1/2-inch iron rod found;
4. N10°35'01"E, a distance of 275.42 feet to a capped iron rod set;
5. N74°49'01"E, a distance of 212.62 feet to a capped iron rod set;
6. N65°47'01"E, a distance of 282.00 feet to a 1/2-inch iron rod found;
7. N27°33'05" East, a distance of 1,073.55 feet to a capped iron rod set;
8. S87°13'55" East, a distance of 263.52 feet to a capped iron rod set;
9. S89°13'55" East, a distance of 127.00 feet to a capped iron rod set;
10. N89°38'05" East, a distance of 560.00 feet to a capped iron rod set;
11. N88°26'05" East, a distance of 917.00 feet to a capped iron rod set;
12. S86°02'55" East, a distance of 411.00 feet to nail found in County Road 58 for the northeast corner of said 1215.843 acre tract in the westerly line of a called 704.855 acre tract of land described as Tract 4, as conveyed to Rasor Family Ranch, LP, by deed of record recorded in Instrument No. 20071231001718360, said Official Public Records;

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM
P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO.
SURVEY, A-876, STILLMAN B. RICE SURVEY,
A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B.
& C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD
SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19,
JOHN DAVIS SURVEY, A-254, JAMES CUMBA
SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY
COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY,
A-869, J. WORRALL SURVEY, A-1036, JEREMIAH
QUEEN SURVEY, A-733, GERMAN EMIGRATION
CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735,
H. COCHRAN SURVEY, A-191, JOHN W. HAYNES
SURVEY, A-453,
COLLIN COUNTY, TEXAS

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

07/30/2021

Robert Glen Maloy

Texas R.P.L.S. No. 6028



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

LEGAL DESCRIPTION (continued)

THENCE with the common lines of said 1215.843 acre tract and said 704.855 acre tract, the following Three (3) courses:

1. S01°39'02"E, in said County Road 58, a distance of 886.80 feet to an iron rod with a cap found for corner;
2. S56°53'31"E, continuing in said County Road 58, a distance of 657.24 feet to an iron rod with a cap found for corner;
3. S89°45'11"E, a distance of 627.65 feet to a 1/2-inch iron rod found for the eastern most northeast corner of said 1215.843 acre tract, common to the northwest corner of a called 115.412 acre tract of land described as Tract I, as conveyed to John Gough Rasor and Carl Cleveland Rasor, by deed of record in Volume 4337, Page 762, said Real Property Records;

THENCE with the easterly line of said 1215.843 acre tract, the following Eight (8) courses:

1. S01°19'43"W, a distance of 529.15 feet to a nail found in said County Road 58;
2. S00°48'42"W, continuing in said County Road 58 with the westerly lines of said 115.412 acre tract and a called 41.202 acre tract of land, as conveyed to Dallas Celina Land Partners LLC, by deed of record in Instrument No. 20080516000595410, said Official Public Records, passing at a distance of 3181.45 feet a 1/2-inch iron rod found for the southwest corner of said 41.202 acre tract, common to the northwest corner of a called 20.000 acre tract of land, as conveyed to Dani Home LLC, by deed of record in Instrument No. 20200116000071410, said Official Public Records, continuing on said course with the westerly line of said 20.000 acre tract, passing at a distance of 3614.89 feet a 1/2-inch iron rod found for the southwest corner of said 20.000 acre tract, common to the northwest corner of a called 20.707 acre tract of land, as conveyed to Shah Safi and Lailuma Safi, husband and wife, and Homayun Safi, by deed of record in Instrument No. 20100803000797400, said Official Public Records, continuing on said course with the westerly line of said 20.707 acre tract, a total distance of 3,775.00 feet to a nail set;
3. S01°03'35"W, continuing in said County Road 58, with the westerly line of said 20.707 acre tract, passing a 1/2-inch iron rod found at a distance of 282.20 feet for the southwest corner of said 20.707 acre tract, common to the northwest corner of a called 22.57 acre tract of land, as conveyed to Molly Ann Huie, by deed of record in Instrument No. 20110531000556580, said Official Public Records, continuing on said course with the westerly line of said 22.57 acre tract, continuing on course with the westerly line of said 22.57 acre tract, a total distance of 500.00 feet to a capped iron rod set on the south side of said County Road 58 for the western-most southwest corner of said 22.57 acre tract, common to the northwest corner of a called 19.274 acre tract of land, as conveyed to Ramon L. Corvajal, by deed of record in Volume 3484, Page 240, said Deed Records;
4. S00°49'35"W, with the 19.274 acre tract, a distance of 271.50 feet to a capped iron rod set;
5. S01°34'34"E, continuing with the westerly line of said 19.274 acre tract, a distance of 559.27 feet to an iron with a cap found for a salient corner in the easterly line of said 1215.843 acre tract, common to a re-entrant corner of said 19.274 acre tract;
6. N89°47'43"W, continuing with the westerly line of said 19.274 acre tract, a distance of 66.05 feet to an iron rod with a cap found for a re-entrant corner of said 1215.843 acre tract, common to a salient corner of said 19.274 acre tract;
7. S00°46'36"E, continuing with the westerly line of said 19.274 acre tract, at a distance of 271.42 feet passing an iron pipe found for the southwest corner of said 19.274 acre tract, common to the northwest corner of a called 155.26 acre tract of land described as Exhibit A-B, as conveyed to LMR Holdings, LTD, by deed of record in Instrument No. 20090213000158800, said Official Public Records, continuing on said course with the westerly line of said 155.26 acre tract, a total distance of 3,152.31 feet to a 1/2-inch iron rod found for the southwest corner of said 155.26 acre tract, common to the northwest corner of said 66.862 acre tract;
8. S02°06'34"E, with the westerly line of said 66.862 acre tract, a distance of 1,548.60 feet to the POINT OF BEGINNING and containing 3,132.302 acres of land.

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM
P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO.
SURVEY, A-876, STILLMAN B. RICE SURVEY,
A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B.
& C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD
SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19,
JOHN DAVIS SURVEY, A-254, JAMES CUMBA
SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY
COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY,
A-869, J. WORRALL SURVEY, A-1036, JEREMIAH
QUEEN SURVEY, A-733, GERMAN EMIGRATION
CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735,
H. COCHRAN SURVEY, A-191, JOHN W. HAYNES
SURVEY, A-453,
COLLIN COUNTY, TEXAS

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

07/30/2021

Robert Glen Maloy

Texas R.P.L.S. No. 6028



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

EXHIBIT C
**PROJECTED ABSORPTION, INCREMENTAL ASSESSED VALUES AND
INCREMENTAL REAL PROPERTY TAXES**

TIRZ Reinvestment Zone No. ____
Celina, Texas

Exhibit C-1: Projected Absorption¹

Development Year	Assessed As of ²	Single Family - 60 Ft		Single Family - 50 Ft		Single Family - 40 Ft		Multi-Family		Commercial - Retail		Commercial - Office	
		Units ²	Cumulative	Units ²	Cumulative	Units ²	Cumulative	Units ²	Cumulative	GSP ²	Cumulative	GSP ²	Cumulative
31-Dec-20	1-Jan-21	0	0	0	0	0	0	0	0	0	0	0	0
31-Dec-21	1-Jan-22	0	0	0	0	0	0	0	0	0	0	0	0
31-Dec-22	1-Jan-23	0	0	0	0	0	0	0	0	0	0	0	0
31-Dec-23	1-Jan-24	45	45	78	78	51	51	0	0	36,375	36,375	23,394	23,394
31-Dec-24	1-Jan-25	140	185	245	323	160	211	300	300	36,375	72,750	23,863	47,257
31-Dec-25	1-Jan-26	157	342	274	597	179	390	0	300	36,375	109,125	23,960	71,217
31-Dec-26	1-Jan-27	168	510	294	891	192	582	300	600	36,375	145,500	49,712	120,929
31-Dec-27	1-Jan-28	168	678	294	1,185	192	774	450	1,050	51,800	197,300	50,284	171,213
31-Dec-28	1-Jan-29	168	846	294	1,479	192	966	0	1,050	51,800	249,100	50,551	221,764
31-Dec-29	1-Jan-30	168	1,014	294	1,773	192	1,158	500	1,550	51,800	300,900	51,177	272,941
31-Dec-30	1-Jan-31	81	1,095	294	2,067	169	1,327	350	1,900	51,800	352,700	54,124	327,065
31-Dec-31	1-Jan-32	0	1,095	294	2,361	192	1,519	0	1,900	51,800	404,500	54,803	381,868
31-Dec-32	1-Jan-33	0	1,095	294	2,655	192	1,711	425	2,325	53,700	458,200	55,373	437,241
31-Dec-33	1-Jan-34	0	1,095	294	2,949	192	1,903	400	2,725	53,700	511,900	55,945	493,186
31-Dec-34	1-Jan-35	0	1,095	294	3,243	192	2,095	0	2,725	53,700	565,600	56,608	549,794
31-Dec-35	1-Jan-36	0	1,095	294	3,537	128	2,223	475	3,200	53,700	619,300	57,268	607,062
31-Dec-36	1-Jan-37	0	1,095	100	3,637	0	2,223	450	3,650	53,700	673,000	57,948	665,010
31-Dec-37	1-Jan-38	0	1,095	0	3,637	0	2,223	424	4,074	0	673,000	0	665,010
31-Dec-38	1-Jan-39	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-39	1-Jan-40	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-40	1-Jan-41	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-41	1-Jan-42	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-42	1-Jan-43	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-43	1-Jan-44	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-44	1-Jan-45	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-45	1-Jan-46	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-46	1-Jan-47	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-47	1-Jan-48	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-48	1-Jan-49	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-49	1-Jan-50	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-50	1-Jan-51	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-51	1-Jan-52	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-52	1-Jan-53	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-53	1-Jan-54	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-54	1-Jan-55	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-55	1-Jan-56	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
Total		1,095		3,637		2,223		4,074		673,000		665,010	

MonCap, Inc.

C:\Users\Devon.Whitlock\Desktop\MonCap\Team Folder\ts-municap\celina\Dynamic\TIRZ\TIRZ Projection No. 4.2.xls [Subtab C-1]

¹According to the Collin County Appraisal District property is assessed as of January 1 annually. During construction, the assessed value represents the portion of the building completed as of January 1. Assumes no
²Provided by Developer per Market Study prepared by Zonda as of July 2021.

THR Reinvestment Zone No. _____
Celina, Texas

Exhibit C-2. Projected Assessed Value

Assessed Ac. Of	Tax Year	1.0% Inflation Factor ¹	Single Family - 60 Ft		Single Family - 50 Ft		Single Family - 40 Ft		Multi-Family		Commercial - Retail		Commercial - Office		Total	
			Units ²	Value Per Unit ³	Projected Assessed Value	Units ²	Value Per Unit ³	Projected Assessed Value	Units ²	Value Per Unit ³	Projected Assessed Value	Units ²	Value Per Unit ³	Projected Assessed Value	Units ²	Value Per Unit ³
1-Jan-21	31-Jan-22	100%	0	\$438,284	\$0	0	\$390,376	\$0	0	\$144,170	\$0	0	\$225	\$0	0	\$189
1-Jan-22	31-Jan-23	101%	0	\$447,667	\$0	0	\$394,280	\$0	0	\$145,612	\$0	0	\$227	\$0	0	\$191
1-Jan-23	31-Jan-24	102%	0	\$457,054	\$0	0	\$398,223	\$0	0	\$147,068	\$0	0	\$229	\$0	0	\$193
1-Jan-24	31-Jan-25	103%	45	\$451,564	\$20,320,400	78	\$402,205	\$31,371,973	51	\$352,868	\$17,996,257	36,375	\$231	\$8,414,094	23,394	\$195
1-Jan-25	31-Jan-26	104%	85	\$456,080	\$84,374,816	323	\$406,227	\$131,211,266	211	\$356,396	\$75,199,635	72,750	\$234	\$16,996,471	47,257	\$197
1-Jan-26	31-Jan-27	105%	182	\$460,641	\$157,539,184	597	\$410,289	\$240,942,592	390	\$359,960	\$140,384,560	109,125	\$236	\$25,740,653	71,217	\$199
1-Jan-27	31-Jan-28	106%	345	\$465,247	\$232,276,122	891	\$414,392	\$369,223,263	582	\$363,560	\$211,591,941	145,500	\$238	\$34,676,200	120,929	\$201
1-Jan-28	31-Jan-29	107%	678	\$469,900	\$318,592,045	1,185	\$418,536	\$495,965,054	774	\$367,196	\$284,209,423	1,050	\$154,570	\$162,298,520	171,213	\$203
1-Jan-29	31-Jan-30	108%	846	\$474,599	\$401,510,558	1,479	\$422,721	\$625,204,757	966	\$370,868	\$358,258,095	1,050	\$156,115	\$163,921,232	249,100	\$205
1-Jan-30	31-Jan-31	109%	1,014	\$479,345	\$486,055,583	1,773	\$426,948	\$756,979,659	1,158	\$374,576	\$443,759,336	1,550	\$157,677	\$244,398,752	300,900	\$207
1-Jan-31	31-Jan-32	110%	1,095	\$484,138	\$530,131,333	2,067	\$431,218	\$891,327,537	1,327	\$378,322	\$502,033,336	1,900	\$160,846	\$305,607,236	404,500	\$250
1-Jan-32	31-Jan-33	112%	1,095	\$488,980	\$535,432,646	2,361	\$435,530	\$1,028,286,676	1,519	\$382,105	\$580,417,878	2,225	\$162,454	\$377,706,417	458,200	\$253
1-Jan-33	31-Jan-34	113%	1,095	\$493,869	\$540,786,973	2,655	\$439,885	\$1,167,895,864	1,711	\$385,926	\$660,319,907	2,725	\$164,079	\$447,115,048	511,900	\$256
1-Jan-34	31-Jan-35	114%	1,095	\$498,808	\$546,194,842	2,949	\$444,284	\$1,310,194,408	1,903	\$389,786	\$741,761,935	3,000	\$165,720	\$511,518,254	565,600	\$258
1-Jan-35	31-Jan-36	115%	1,095	\$503,796	\$551,656,791	3,243	\$448,727	\$1,455,222,133	2,223	\$393,683	\$824,766,772	3,200	\$167,377	\$535,586,099	619,500	\$261
1-Jan-36	31-Jan-37	116%	1,095	\$508,834	\$557,173,359	3,537	\$453,214	\$1,603,019,393	2,223	\$397,620	\$883,909,832	3,650	\$169,051	\$617,034,953	673,000	\$266
1-Jan-37	31-Jan-38	117%	1,095	\$513,922	\$562,745,092	3,831	\$457,747	\$1,764,824,243	2,223	\$401,596	\$962,748,931	4,074	\$170,741	\$695,599,562	703,000	\$269
1-Jan-38	31-Jan-39	118%	1,095	\$519,062	\$568,372,543	4,125	\$462,324	\$1,931,472,485	2,223	\$405,612	\$1,081,676,420	4,474	\$172,449	\$702,555,558	773,000	\$272
1-Jan-39	31-Jan-40	120%	1,095	\$524,252	\$574,056,269	4,419	\$466,947	\$1,108,287,210	2,223	\$409,669	\$910,693,184	4,874	\$174,173	\$709,581,113	843,000	\$275
1-Jan-40	31-Jan-41	121%	1,095	\$529,495	\$579,796,831	4,713	\$471,617	\$1,275,270,082	2,223	\$413,765	\$919,800,116	5,274	\$175,915	\$716,676,924	918,000	\$278
1-Jan-41	31-Jan-42	122%	1,095	\$534,790	\$585,594,800	5,007	\$476,333	\$1,452,422,783	2,223	\$417,903	\$928,998,117	5,674	\$177,674	\$723,843,694	1,000,000	\$281
1-Jan-42	31-Jan-43	123%	1,095	\$540,138	\$591,450,748	5,301	\$481,096	\$1,749,247,011	2,223	\$422,082	\$938,288,098	6,074	\$179,451	\$731,082,131	1,093,000	\$284
1-Jan-43	31-Jan-44	124%	1,095	\$545,539	\$597,365,255	5,605	\$485,907	\$1,784,916,926	2,223	\$426,303	\$947,670,979	6,474	\$181,245	\$738,392,952	1,186,000	\$287
1-Jan-44	31-Jan-45	126%	1,095	\$550,994	\$603,338,908	5,909	\$490,766	\$1,802,766,095	2,223	\$430,566	\$957,147,689	6,874	\$183,038	\$745,776,881	1,279,000	\$290
1-Jan-45	31-Jan-46	127%	1,095	\$556,504	\$609,372,297	6,203	\$495,674	\$1,820,793,756	2,223	\$434,871	\$966,719,166	7,274	\$184,838	\$753,224,650	1,372,000	\$293
1-Jan-46	31-Jan-47	128%	1,095	\$562,069	\$615,466,020	6,507	\$500,631	\$1,839,091,693	2,223	\$439,220	\$976,386,358	7,674	\$186,737	\$760,766,997	1,465,000	\$296
1-Jan-47	31-Jan-48	130%	1,095	\$567,680	\$621,620,680	6,801	\$505,637	\$1,859,001,710	2,223	\$443,612	\$986,150,221	8,074	\$188,604	\$768,374,667	1,558,000	\$299
1-Jan-48	31-Jan-49	131%	1,095	\$573,367	\$627,836,887	7,095	\$510,693	\$1,879,965,627	2,223	\$448,048	\$996,011,724	8,474	\$190,491	\$776,058,413	1,651,000	\$302
1-Jan-49	31-Jan-50	132%	1,095	\$579,102	\$634,115,256	7,389	\$515,800	\$1,895,865,627	2,223	\$452,529	\$1,005,971,841	8,874	\$192,395	\$783,831,997	1,744,000	\$305
1-Jan-50	31-Jan-51	133%	1,095	\$584,892	\$640,456,408	7,683	\$520,958	\$1,913,672,537	2,223	\$456,961	\$1,016,031,559	9,274	\$194,319	\$791,657,187	1,837,000	\$308
1-Jan-51	31-Jan-52	135%	1,095	\$590,741	\$646,860,972	7,977	\$526,168	\$1,932,009,262	2,223	\$461,425	\$1,026,191,875	9,674	\$196,263	\$799,573,759	1,930,000	\$311
1-Jan-52	31-Jan-53	136%	1,095	\$596,648	\$653,329,582	8,271	\$531,430	\$1,952,137,355	2,223	\$466,241	\$1,036,453,794	10,074	\$198,225	\$807,569,497	2,023,000	\$314
1-Jan-53	31-Jan-54	137%	1,095	\$602,615	\$659,862,878	8,565	\$536,744	\$1,972,137,355	2,223	\$470,903	\$1,046,818,332	10,474	\$199,207	\$815,645,192	2,116,000	\$317
1-Jan-54	31-Jan-55	139%	1,095	\$608,641	\$666,461,507	8,859	\$542,111	\$1,991,658,728	2,223	\$475,612	\$1,057,286,515	10,874	\$200,210	\$823,801,644	2,209,000	\$320
1-Jan-55	31-Jan-56	140%	1,095	\$614,727	\$673,126,122	9,153	\$547,532	\$1,991,375,315	2,223	\$480,369	\$1,067,859,380	11,274	\$202,212	\$832,039,660	2,302,000	\$323
1-Jan-56	31-Jan-57	142%	1,095	\$620,874	\$679,857,383	9,437	\$553,008	\$2,011,289,069	2,223	\$485,172	\$1,078,537,974	11,674	\$204,232	\$840,319,660	2,395,000	\$326

Unit² sq. ft.

¹According to the Collin County Appraisal District, real property taxes are due without penalty as of January 1st in the year following the year in which property is assessed.

²Assumes an annual inflation factor of 1.0%.

³Unit count estimates are provided by the Developer as of 8/10/21.

⁴Provided by Developer per Market Study prepared by Zonda on July 2021.

⁵See Exhibit C-4 for comparable properties used for estimating average value per Unit or GSF.

TIRZ Reinvestment Zone No. _____
Celina, Texas

Exhibit C-3: Projected Incremental Real Property Taxes Available for Debt Service - City of Celina

Tax Year	Bond Year	Inflation Factor ¹	Total Projected Assessed Value	Base Value	Estimated Incremental Value	City of Celina Property Tax Rate (Per \$100 A.V.) ²	Total Incremental Tax Revenues	City of Celina Committed Tax Rate (Per \$100 A.V.) ³	Total Committed Incremental Tax Revenues	TIRZ Increments Retained by the City
31-Jan-22	1-Sep-22	100%	\$0	(\$382,632)	\$0	\$0.645000	\$0	\$0.100000	\$0	\$0
31-Jan-23	1-Sep-23	101%	\$0	(\$382,632)	\$0	\$0.645000	\$0	\$0.100000	\$0	\$0
31-Jan-24	1-Sep-24	102%	\$0	(\$382,632)	\$0	\$0.645000	\$0	\$0.100000	\$0	\$0
31-Jan-25	1-Sep-25	103%	\$82,664,230	(\$382,632)	\$82,281,598	\$0.645000	\$530,716	\$0.100000	\$82,282	\$448,435
31-Jan-26	1-Sep-26	104%	\$362,095,978	(\$382,632)	\$361,713,346	\$0.645000	\$2,333,051	\$0.100000	\$361,713	\$1,971,338
31-Jan-27	1-Sep-27	105%	\$628,238,677	(\$382,632)	\$627,856,045	\$0.645000	\$4,049,671	\$0.100000	\$627,856	\$3,421,815
31-Jan-28	1-Sep-28	106%	\$968,885,104	(\$382,632)	\$968,502,472	\$0.645000	\$6,246,841	\$0.100000	\$968,502	\$5,278,338
31-Jan-29	1-Sep-29	107%	\$1,343,296,076	(\$382,632)	\$1,342,913,444	\$0.645000	\$8,661,792	\$0.100000	\$1,342,913	\$7,318,878
31-Jan-30	1-Sep-30	108%	\$1,654,901,140	(\$382,632)	\$1,654,518,508	\$0.645000	\$10,671,644	\$0.100000	\$1,654,519	\$9,017,126
31-Jan-31	1-Sep-31	109%	\$2,051,571,852	(\$382,632)	\$2,051,189,220	\$0.645000	\$13,230,170	\$0.100000	\$2,051,189	\$11,178,981
31-Jan-32	1-Sep-32	110%	\$2,381,917,126	(\$382,632)	\$2,381,534,494	\$0.645000	\$15,360,897	\$0.100000	\$2,381,534	\$12,979,363
31-Jan-33	1-Sep-33	112%	\$2,631,692,518	(\$382,632)	\$2,631,309,886	\$0.645000	\$16,971,949	\$0.100000	\$2,631,310	\$14,340,639
31-Jan-34	1-Sep-34	113%	\$2,955,870,563	(\$382,632)	\$2,955,487,931	\$0.645000	\$19,062,897	\$0.100000	\$2,955,488	\$16,107,409
31-Jan-35	1-Sep-35	114%	\$3,282,290,227	(\$382,632)	\$3,281,907,595	\$0.645000	\$21,168,304	\$0.100000	\$3,281,908	\$17,886,396
31-Jan-36	1-Sep-36	115%	\$3,548,799,044	(\$382,632)	\$3,548,416,412	\$0.645000	\$22,887,286	\$0.100000	\$3,548,416	\$19,338,869
31-Jan-37	1-Sep-37	116%	\$3,874,511,153	(\$382,632)	\$3,874,128,521	\$0.645000	\$24,988,129	\$0.100000	\$3,874,129	\$21,114,000
31-Jan-38	1-Sep-38	117%	\$4,062,100,078	(\$382,632)	\$4,061,717,446	\$0.645000	\$26,198,078	\$0.100000	\$4,061,717	\$22,136,360
31-Jan-39	1-Sep-39	118%	\$4,175,115,339	(\$382,632)	\$4,174,732,707	\$0.645000	\$26,927,026	\$0.100000	\$4,174,733	\$22,752,293
31-Jan-40	1-Sep-40	120%	\$4,216,866,492	(\$382,632)	\$4,216,483,860	\$0.645000	\$27,196,321	\$0.100000	\$4,216,484	\$22,979,837
31-Jan-41	1-Sep-41	121%	\$4,259,035,157	(\$382,632)	\$4,258,652,525	\$0.645000	\$27,468,309	\$0.100000	\$4,258,653	\$23,209,656
31-Jan-42	1-Sep-42	122%	\$4,301,625,509	(\$382,632)	\$4,301,242,877	\$0.645000	\$27,743,017	\$0.100000	\$4,301,243	\$23,441,774
31-Jan-43	1-Sep-43	123%	\$4,344,641,764	(\$382,632)	\$4,344,259,132	\$0.645000	\$28,020,471	\$0.100000	\$4,344,259	\$23,676,212
31-Jan-44	1-Sep-44	124%	\$4,388,088,182	(\$382,632)	\$4,387,705,550	\$0.645000	\$28,300,701	\$0.100000	\$4,387,706	\$23,912,995
31-Jan-45	1-Sep-45	126%	\$4,431,969,063	(\$382,632)	\$4,431,586,431	\$0.645000	\$28,583,732	\$0.100000	\$4,431,586	\$24,152,146
31-Jan-46	1-Sep-46	127%	\$4,476,288,754	(\$382,632)	\$4,475,906,122	\$0.645000	\$28,869,594	\$0.100000	\$4,475,906	\$24,393,688
31-Jan-47	1-Sep-47	128%	\$4,521,051,642	(\$382,632)	\$4,520,669,010	\$0.645000	\$29,158,315	\$0.100000	\$4,520,669	\$24,637,646
31-Jan-48	1-Sep-48	130%	\$4,566,262,158	(\$382,632)	\$4,565,879,526	\$0.645000	\$29,449,923	\$0.100000	\$4,565,880	\$24,884,043
31-Jan-49	1-Sep-49	131%	\$4,611,924,780	(\$382,632)	\$4,611,542,148	\$0.645000	\$29,744,447	\$0.100000	\$4,611,542	\$25,132,905
31-Jan-50	1-Sep-50	132%	\$4,658,044,027	(\$382,632)	\$4,657,661,395	\$0.645000	\$30,041,916	\$0.100000	\$4,657,661	\$25,384,255
31-Jan-51	1-Sep-51	133%	\$4,704,624,468	(\$382,632)	\$4,704,241,836	\$0.645000	\$30,342,360	\$0.100000	\$4,704,242	\$25,638,118
31-Jan-52	1-Sep-52	135%	\$4,751,670,712	(\$382,632)	\$4,751,288,080	\$0.645000	\$30,645,808	\$0.100000	\$4,751,288	\$25,894,520
31-Jan-53	1-Sep-53	136%	\$4,799,187,419	(\$382,632)	\$4,798,804,787	\$0.645000	\$30,952,291	\$0.100000	\$4,798,805	\$26,153,486
31-Jan-54	1-Sep-54	137%	\$4,847,179,294	(\$382,632)	\$4,846,796,662	\$0.645000	\$31,261,838	\$0.100000	\$4,846,797	\$26,415,042
31-Jan-55	1-Sep-55	139%	\$4,895,651,087	(\$382,632)	\$4,895,268,455	\$0.645000	\$31,574,482	\$0.100000	\$4,895,269	\$26,676,130
31-Jan-56	1-Sep-56	140%	\$4,944,607,597	(\$382,632)	\$4,944,224,965	\$0.645000	\$31,890,251	\$0.100000	\$4,944,225	\$26,937,130
31-Jan-57	1-Sep-57	142%	\$4,994,053,673	(\$382,632)	\$4,993,671,041	\$0.645000	\$32,209,178	\$0.100000	\$4,993,672	\$27,205,481
Total										
							\$752,741,406		\$106,494,281	\$646,247,125

Abnott/Cip, Inc.

C - Users Devon Whitlock Drophphus (Abnott/Cip) Abnott/Cip Team Folder - tx_municipal/texas Celina/Dynawest/ABN/C/CONSULTING/TIRZ/Dynawest/TIRZ Projection No. 4.xlsx/Exhibit C-3

¹Assumes an annual inflation factor of 1.0%.

²Represents the City of Celina real property tax rate for tax year 2020. Source: Collin County Tax Assessor-Collector.

³Represents the committed tax rate for TIRZ contribution by the City of Celina.

**TIRZ Reinvestment Zone No. —
Celina, Texas**

Exhibit C-4. Calculation of Market Value - Comparables (Retail/Office/Multi-Family)¹

Property Type	Account Identifier	Year Built	Class	Address	Municipality	County	Distance (Miles)	Assessed Value - 2021		Improvement Area		Assessed Value		Land Assessed Value			
								Land	Improvement	Total	GSF	Units	Acres	Per GSF	Unit	Per GSF	Unit
Multi-Family																	
The Travis	697005	2019	-	900 Gordon Heights Ln	Frisco	Denton	15	\$2,123,267	\$45,353,455	47,476,722	406,229	345	7.50	\$117	\$137,614	\$5	\$6,154
Newman Village	714503	2019	-	4444 Felix Way	Frisco	Denton	15	\$3,990,967	\$43,204,440	47,195,407	366,732	300	15.10	\$129	\$157,318	\$11	\$13,303
The Mansions 3Eighty	706734	2015	-	26850 E U.S. 380	Little Elm	Denton	15	\$14,973,655	\$57,510,585	72,484,240	444,118	431	63.66	\$163	\$168,177	\$34	\$34,742
The Estates 3Eighty	757971	2015	-	27040 E U.S. 380	Little Elm	Denton	15	\$10,688,927	\$37,011,073	47,700,000	352,554	420	30.67	\$135	\$113,571	\$30	\$25,450
Average value per GSF/unit													\$136	<u>\$144,170</u>	\$20	\$19,912	
Office																	
Office 1	2810931	2020	B	2250 E Prosper Trl	Prosper	Collin	10	\$531,868	\$1,084,748	\$1,616,616	9,903	-	1.11	\$163	-	\$54	-
Office 2	2759604	2017	B	301 S Coleman St	Prosper	Collin	10	\$212,189	\$1,537,811	\$1,750,000	7,253	-	0.61	\$241	-	\$29	-
Office 3	2806628	2019	B	322 W Walnut St	Celina	Collin	3	\$151,589	\$1,751,770	\$1,903,359	12,585	-	0.29	\$151	-	\$12	-
Office 4	2743114	2017	B	130 N Preston Rd	Prosper	Collin	10	\$544,326	\$7,438,122	\$7,982,448	39,666	-	1.56	\$201	-	\$14	-
Average value per GSF														<u>\$189</u>		\$27	
Retail																	
Shopping Center 1	2628270	2006	B	1180 E Prosper Trl	Prosper	Collin	9	\$815,443	\$1,724,457	\$2,539,900	10,350	-	1.04	\$245	-	\$79	-
Shopping Center 2	2742824	2015	B	1061 N Coleman St	Prosper	Collin	10	\$1,527,214	\$8,110,179	\$9,637,393	37,310	-	3.51	\$258	-	\$41	-
Shopping Center 3	2811796	2019	B	2281 E University Dr	Prosper	Collin	13	\$928,786	\$1,663,384	\$2,592,170	14,706	-	1.52	\$176	-	\$63	-
Shopping Center 4	2629149	2006	B	170 N Preston Rd	Prosper	Collin	10	\$574,992	\$1,573,279	\$2,148,271	9,851	-	1.32	\$218	-	\$58	-
Average value per GSF														<u>\$225</u>		\$60	
Mont'op, Inc. C:\Users\Devon\Dropbox (Mont'op)\Mont'op Team Folder\cs_munc\cap_texas\Celina\Dyoneses\TIRZ\Dyoneses\TIRZ Projection No. 4.2.xlsx Exhibit C-4 31-Aug-24																	

¹ Users Devon Whittaker (MountCap MountCap Team Folder to mountcap users Celina Districts) AMM CONSULTING TIRZ, Hyman TIRZ Projection No. 4.2 (as of 31-Aug-21)

Information illustrated for each property based on information provided by Collin County Appraisal District online records. Average value is calculated for each type of development.

EXHIBIT D

MAP AND DESCRIPTION OF THE PROPOSED USES OF THE PROPERTY

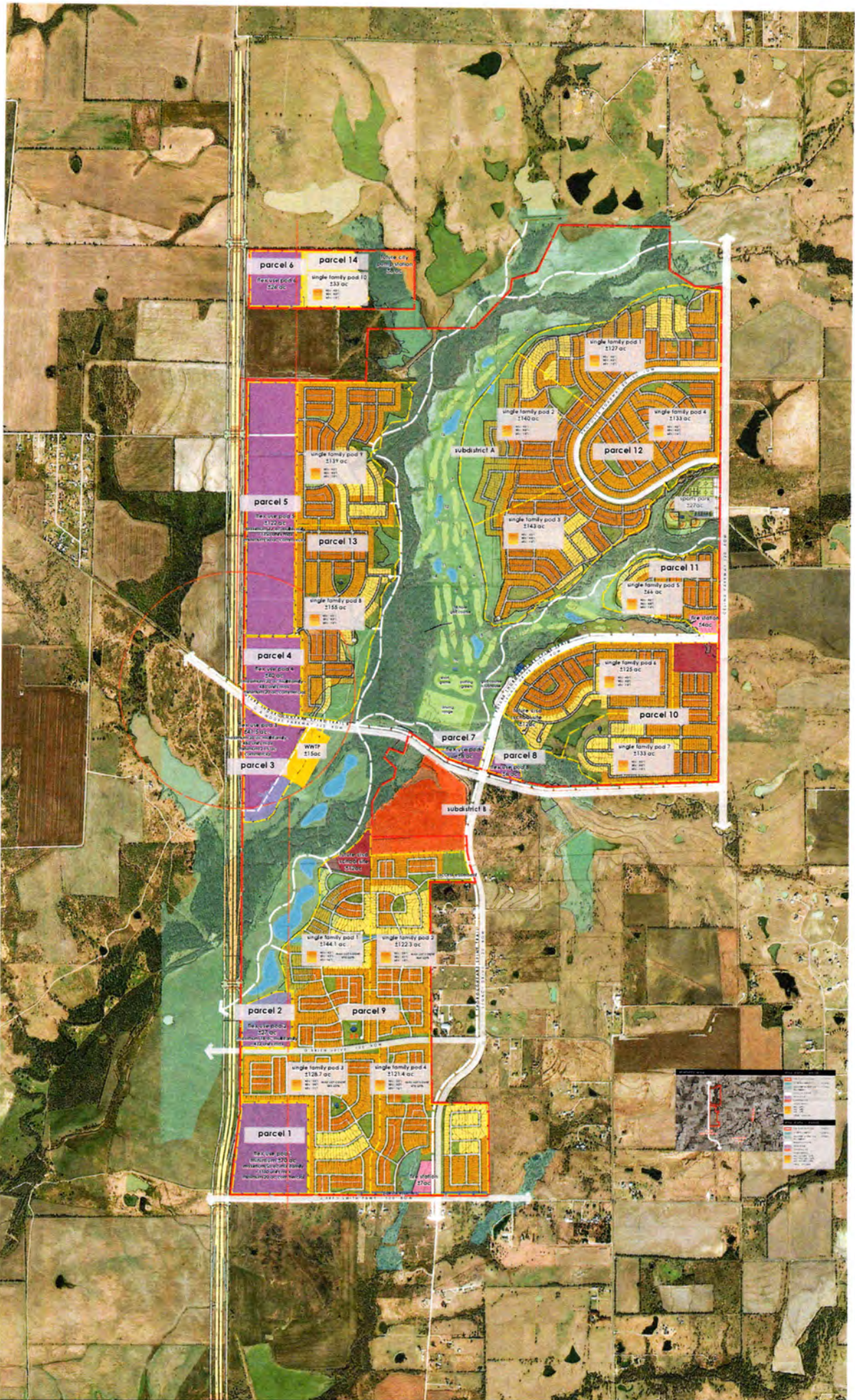


EXHIBIT E
LIST OF PARCELS IN THE ZONE

TIRZ Reinvestment Zone No. ____
Celina, Texas

Exhibit E: Parcels in the Zone

Property ID	Owner	Property Address	Value As Of ¹	Tract Acres	Total Assessed Value ²		
					Market Value	Ag Reduction	Assessed Value
1010391	Dynavest Joint Venture	-	January 1, 2021	175.67	\$3,162,060	(\$3,140,027)	\$22,033
1003835	Dynavest Joint Venture	-	January 1, 2021	516.03	\$9,288,508	(\$9,224,373)	\$64,135
993045	Dynavest Joint Venture	-	January 1, 2021	109.25	\$1,966,500	(\$1,952,008)	\$14,492
1156992	Dynavest Joint Venture	-	January 1, 2021	7.42	\$133,560	(\$132,788)	\$772
1096708	Dynavest Joint Venture	-	January 1, 2021	5.78	\$104,040	(\$103,428)	\$612
2121192	Dynavest Joint Venture	-	January 1, 2021	24.86	\$447,480	(\$444,155)	\$3,325
1010373	Dynavest Joint Venture	-	January 1, 2021	80.38	\$1,446,840	(\$1,437,549)	\$9,291
1014315	Dynavest Joint Venture	-	January 1, 2021	35.00	\$630,000	(\$625,611)	\$4,389
1014324	Dynavest Joint Venture	-	January 1, 2021	39.47	\$710,460	(\$705,510)	\$4,950
997201	Dynavest Joint Venture	-	January 1, 2021	161.91	\$2,914,380	(\$2,894,074)	\$20,306
1014440	Dynavest Joint Venture	-	January 1, 2021	71.75	\$1,291,500	(\$1,282,476)	\$9,024
993054	Dynavest Joint Venture	-	January 1, 2021	217.54	\$3,915,720	(\$3,888,437)	\$27,283
989700	Dynavest Joint Venture	-	January 1, 2021	160.00	\$2,880,000	(\$2,859,933)	\$20,067
2575347	Dynavest Joint Venture	-	January 1, 2021	309.73	\$5,576,034	(\$5,542,602)	\$33,432
989345	Dynavest Joint Venture	-	January 1, 2021	206.70	\$3,720,600	(\$3,694,675)	\$25,925
989336	Dynavest Joint Venture	-	January 1, 2021	146.08	\$2,629,440	(\$2,611,118)	\$18,322
990967	Dynavest Joint Venture	-	January 1, 2021	642.79	\$11,570,274	(\$11,489,654)	\$80,620
984956	Dynavest Joint Venture	-	January 1, 2021	92.52	\$1,665,391	(\$1,655,698)	\$9,693
985660	Dynavest Joint Venture	-	January 1, 2021	19.75	\$355,500	(\$353,023)	\$2,477
2575351	Dynavest Joint Venture	-	January 1, 2021	10.58	\$190,440	(\$189,340)	\$1,100
1695945	Dynavest Joint Venture	-	January 1, 2021	0.83	\$14,980	(\$14,841)	\$139
995178	Dynavest Joint Venture	-	January 1, 2021	1.71	\$30,780	(\$30,565)	\$215
995089	Dynavest Joint Venture	-	January 1, 2021	37.97	\$683,532	(\$679,441)	\$4,091
989372	Dynavest Joint Venture	-	January 1, 2021	6.50	\$117,000	(\$116,300)	\$700
984938	Dynavest Joint Venture	-	January 1, 2021	50.50	\$909,043	(\$903,804)	\$5,239
Total				3,130.732	\$56,354,062	(\$55,971,430)	\$382,632

Munt'cap, Inc.

C:\Users\Devon Whitlock\Desktop (Munt'cap) Munt'cap Team Folder tx-municipal\celina\Dynavest\AMM\CONSULTING\TIRZ\Dynavest TIRZ Projection No. 4.2.xlsx\Exhibit E
31-Aug-21

EXHIBIT F
PROJECT COSTS AND TIRZ CONTRIBUTION SUMMARY

Exhibit F
Project Costs and TIRZ Contributon Summary

Description	Estimated Cost
Economic Development Grant	\$106,494,281

EXHIBIT G
CURRENT APPRAISED VALUE OF THE ZONE

**TIRZ Reinvestment Zone No. —
Celina, Texas**

Exhibit G: Base Value

Property ID	Owner	Property Address	Value As Of ¹	Tract Acres	Total Assessed Value ²		
					Market Value	Ag Reduction	Assessed Value
1010391	Dynavest Joint Venture	-	January 1, 2021	175.67	\$3,162,060	(\$3,140,027)	\$22,033
1003835	Dynavest Joint Venture	-	January 1, 2021	516.03	\$9,288,508	(\$9,224,373)	\$64,135
993045	Dynavest Joint Venture	-	January 1, 2021	109.25	\$1,966,500	(\$1,952,008)	\$14,492
1156992	Dynavest Joint Venture	-	January 1, 2021	7.42	\$133,560	(\$132,788)	\$772
1096708	Dynavest Joint Venture	-	January 1, 2021	5.78	\$104,040	(\$103,428)	\$612
2121192	Dynavest Joint Venture	-	January 1, 2021	24.86	\$447,480	(\$444,155)	\$3,325
1010373	Dynavest Joint Venture	-	January 1, 2021	80.38	\$1,446,840	(\$1,437,549)	\$9,291
1014315	Dynavest Joint Venture	-	January 1, 2021	35.00	\$630,000	(\$625,611)	\$4,389
1014324	Dynavest Joint Venture	-	January 1, 2021	39.47	\$710,460	(\$705,510)	\$4,950
997201	Dynavest Joint Venture	-	January 1, 2021	161.91	\$2,914,380	(\$2,894,074)	\$20,306
1014440	Dynavest Joint Venture	-	January 1, 2021	71.75	\$1,291,500	(\$1,282,476)	\$9,024
993054	Dynavest Joint Venture	-	January 1, 2021	217.54	\$3,915,720	(\$3,888,437)	\$27,283
989700	Dynavest Joint Venture	-	January 1, 2021	160.00	\$2,880,000	(\$2,859,933)	\$20,067
2575347	Dynavest Joint Venture	-	January 1, 2021	309.73	\$5,576,034	(\$5,542,602)	\$33,432
989345	Dynavest Joint Venture	-	January 1, 2021	206.70	\$3,720,600	(\$3,694,675)	\$25,925
989336	Dynavest Joint Venture	-	January 1, 2021	146.08	\$2,629,440	(\$2,611,118)	\$18,322
990967	Dynavest Joint Venture	-	January 1, 2021	642.79	\$11,570,274	(\$11,489,654)	\$80,620
984956	Dynavest Joint Venture	-	January 1, 2021	92.52	\$1,665,391	(\$1,655,698)	\$9,693
985660	Dynavest Joint Venture	-	January 1, 2021	19.75	\$355,500	(\$353,023)	\$2,477
2575351	Dynavest Joint Venture	-	January 1, 2021	10.58	\$190,440	(\$189,340)	\$1,100
1695945	Dynavest Joint Venture	-	January 1, 2021	0.83	\$14,980	(\$14,841)	\$139
995178	Dynavest Joint Venture	-	January 1, 2021	1.71	\$30,780	(\$30,565)	\$215
995089	Dynavest Joint Venture	-	January 1, 2021	37.97	\$683,532	(\$679,441)	\$4,091
989372	Dynavest Joint Venture	-	January 1, 2021	6.50	\$117,000	(\$116,300)	\$700
984938	Dynavest Joint Venture	-	January 1, 2021	50.50	\$909,043	(\$903,804)	\$5,239
Total				3,130.732	\$56,354,062	(\$55,971,430)	\$382,632

Munit'op, Inc. *Devon Whitlock Drophox (Munit'op) Munit'op Team Folder tx-munitcap.texas Celina Dynavest MMD CONSULTING TIRZ [Dynavest TIRZ Projection No. 4 2.xlsx]Exhibit H*

31-Aug-21

¹ Assumes the Tax Increment Reinvestment Zone is created in 2021. As a result, the base value will be based on the assessed value as of January 1, 2021.

² According to the Collin County Appraisal District records.

EXHIBIT H
ZONING ORDINANCE

CITY OF CELINA, TEXAS

ORDINANCE 2021-67

DYNAVEST

AN AMENDMENT TO PLANNED DEVELOPMENT #117

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 3,150 ACRES LOCATED IN THE JONATHAN HOWARD SURVEY, ABSTRACT NO. A-442, THE JOHN DAVIS SURVEY, ABRSTRACT NO. 254, THE JAMES CUMBIA SURVEY, ABSTRACT NO. 242, THE ELIAS ALEXANDER SURVEY, ABSTRACT NO. 19, THE JOAB H. BIGSS SURVEY, ABSTRACT NO. 51, THE JEREMIAH QUEEN SURVEY, ABSTRACT NO. 733, THE J.K. WORRALL SURVEY, ABSTRACT NO. 1036, THE S.A. AND M.G. RR CO. SURVEY, ABSTRACT NO 131, THE HENRY COCHRAN SURVEY, ABSTRACT NO. 192, THE STILLMAN B. RICE SURVEY, ABSTRACT NO. 1054, THE J.F. SMILEY SURVEY, ABSTRACT NO. 869, THE J.W. HAYNES SURVEY, ABSTRACT NO. 435, THE A.H. GEE SURVEY, ABSTRACT NO. 1104, THE JEREMIAH QUEEN SURVEY, ABSTRACT NO. 1111, THE HENRY COCHRAN SURVEY, ABSTRACT NO. 191, THE J. RAGSDALE SURVEY, ABSTRACT NO. 735, AND THE GERMAN EMIGRATION CO., ABSTRACT NUMBER 365, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF J FRED SMITH PARKWAY, WEST OF CELINA PARKWAY, EAST OF DALLAS PARKWAY, AND SOUTH OF MARILEE ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO AMEND "PD" PLANNED DEVELOPMENT DISTRICT NO. 117; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the zoning is in conformance with the existing Development Agreement approved in September 2020 and amended in May 2021 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan, Open Space Plan, and Development Regulations, set forth in Exhibit "C", "D", and "E," respectively, attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, this ordinance repeals Ordinance 2005-68 for Cow Mountain, the same being Planned Development #19.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to amend "PD" Planned Development District No. 117 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Open Space Plan
Exhibit E:	Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 117, and incorporates the Concept Plan, Open Space Plan, and Development Regulations, attached hereto as Exhibit "C", "D", and "E," respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT


The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of August, 2021.


Mindy Koehn, Mayor Pro Tem
City of Celina, Texas

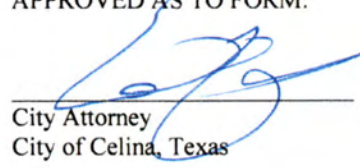
ATTEST:


Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]



APPROVED AS TO FORM:



City Attorney
City of Celina, Texas

Exhibit A
Legal Description

LEGAL DESCRIPTION

Being that certain 94.525 tract of land situated in the Jonathan Howard Survey, A-442, and the John Davis Survey, Abstract-254, both in Collin County, Texas, being a part of that certain called 100.474 acre tract of land described in the deed to Dynavest Joint Venture recorded in Volume 2286, Page 119, Deed Records, Collin County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at the Northeast corner of the tract being described herein at a 1/2-inch iron rod at the Northeast corner of said 100.474 acre tract, same being an angle point of a 947.705 acre tract described the deed to Jody Furlong recorded in Instrument No. 20180828001079900 of the Official Public Records of Collin County, Texas;

THENCE S00°41'47"E, with the East line of said 100.474 acre tract, same being the West line of said 947.705 acre tract, a distance of 1192.20 feet to 5/8-inch iron rod with plastic cap stamped "Landpoint" set (herein referred to as capped iron rod set)

THENCE S89°50'48"W, with the South line of 100.474 acre tract, same being the North line of said remainder of 100 acre tract of described in the deed to Marvin L. Bunch, or Linda K. Rodgers, Trustee of the Bunch Living Trust recorded in Volume 5843, Page 1120 of the Deed Records of Collin County, Texas, a distance of 3435.53 feet to a capped iron rod set in the the East right-of-way line of the Dallas North Tollway same being the East line of a tract of land described as County Road Parcel 42-9 NBSR-2 conveyed to North Texas Tollway Authority in deed of record in Document No. 2020072001126930, Official Public Records of Collin County, Texas;

THENCE N00°26'50"E, with the East right-of-way line of the Dallas North Tollway, same being the East line of the tract of land described as County Road Parcel 42-9 NBSR-2 conveyed to North Texas Tollway Authority, a distance of 1213.34 feet to a capped iron rod set, from which a found nail near the Northwest corner of the 100.474 acre tract bears, N89°47'54"W a distance of 169.56 feet;

THENCE S89°47'54"E, with the North line of the 100.474 acre tract, same being the West line of the 947.705 acre tract a distance of 3411.58 feet to the POINT OF BEGINNING and containing 94.525 acres of land.

I, Robert Glen Malay, certify that this plot was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

**94.525 ACRE TRACT OF LAND IN
THE WILLIAM P. ALLEN SURVEY,
ABSTRACT NO. 24, THE JOHN
DAVIS SURVEY, ABSTRACT NO.
254, AND THE JONATHAN HOWARD
SURVEY, ABSTRACT NO. 442,
COLLIN COUNTY, TEXAS**



06/29/2021

Robert Glen Malay

Texas R.P.L.S. No. 6028



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPLS REG. NO. 10194220

x:\2021\21-0195\0wg\21-0195 Zoning Notes North Tract 1.dwg

x:\2021\21-0195\Draw\21-0195 Zoning Notes North Tract 2.dwg

LEGAL DESCRIPTION

Being a 2142.401 acre tract of land situated in the John Davis Survey Abstract No. 254, the James Cumbia Survey Abstract No. 242, the Elias Alexander Survey Abstract No. 19, the Jacob H. Bigas Survey Abstract No. 51, the Jeremiah Queen Survey, Abstract No. 733, the J.K. Warroll Survey Abstract No. 1036, the S.A. and M.G. RR Co. Survey, Abstract No. 876, the Phineas Newsom Survey, Abstract No. 665, the B.B.B. and C. RR Co. Survey Abstract No. 131, the Henry Cochran Survey Abstract No. 192, the Stillman B. Rice Survey Abstract No. 1054 and the J.F. Smiley Survey Abstract No. 869, being all of a called 161.910 acre tract of land described as Tract No. 2, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 125, Deed Records of Collin County, Texas, all of a called 1215.843 acre tract of land, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 110, said Deed Records, the remainder of a called 218.360 acre tract of land described as Tract No. 1, as conveyed to Dynavest Joint Ventures by deed of record in Volume 228, Page 125, said Deed Records, and the remainder of a called 579.400 acre tract of land described as Tract II, as conveyed in the deed to Dynavest Joint Ventures by deed of record in Volume 2288, Page 119, said Deed Records, and being more particularly described as follows:

BEGINNING at an iron pipe found for the southeast corner of said 161.910 acre tract, common to a salient corner in the west line of a called 66.862 acre tract of land described as Tract 1, as conveyed to Pilatus Investments, LLC, by deed of record in Instrument No. 2021032500095590, Official Public Records of Collin County, Texas, and in the northerly line of a called 174.64 acre tract of land described as Tract 5, as conveyed to Ownaby 1880 Farms, LTD, by deed of record in Volume 4332, Page 1047, Real Property Records of Collin County, Texas;

THENCE S88°56'02"W, with the southerly line of said 161.910 acre tract and the northerly line of said 174.64 acre tract, a distance of 3875.51 feet to an iron rod with a cap found for the Southwest corner of said 161.910 acre tract, common to the northwest corner of said 174.64 acre tract and in an easterly line of said 1215.843 acre tract;

THENCE S01°04'44"E, with the easterly line of said 1215.843 acre tract and the westerly line of said 174.64 acre tract, a distance of 63.89 feet to an iron rod with a cap found for the most southerly southeast corner of said 1215.843 acre tract;

THENCE N73°55'39"W, with a southerly line of said 1215.843 acre tract, passing the southwest corner of said 1215.843 acre tract, common to the southeast corner of southeast corner of said 218.360 acre tract, continuing on said course with the southerly line of said 218.360 acre tract a total distance of 1830.27 feet to an iron rod with a cap found for a salient corner in the southerly line of said 218.360 acre tract and in the northeasterly right-of-way line of F.M. Highway 455;

THENCE with the southerly line of said 218.360 acre tract and the northeasterly right-of-way line of said F.M. Highway 455, the following Three (3) courses:

1. N16°00'52"E, a distance of 40.00 feet to an iron rod with a cap found for corner;
2. N74°36'15"W, a distance of 192.09 feet to a point for corner;
3. N51°44'59"W, passing at a distance of 8.26 feet an iron rod with a cap found, continuing on said course, a total distance of 626.29 feet to 5/8-inch iron rod with a cap stamped "Landpoint" set (hereinafter referred to as capped iron rod set) at the southeast corner of a tract of land described as Parcel 1, as conveyed to State of Texas by deed of record in Instrument No. 2005-0062934, said Official Public Records;

THENCE continuing with the northeasterly right-of-way line of said F.M. Highway 455 and the northeasterly line of said Parcel 1, the following Nine (9) courses:

1. N38°19'50"E, a distance of 10.12 feet to a capped iron rod set for corner;
2. N47°51'38"W, a distance of 256.41 feet to a capped iron rod set for at the beginning of non-tangential curve the left;
3. Along said non-tangential curve to the left having a radius of 1,130.00 feet, an arc length of 538.88 feet, a delta angle of 27°19'24", a chord bearing of N68°47'57"W, and a distance of 533.79 feet to a 1/2-inch iron rod found at a 8-inch wood right-of-way monument for the point of tangency;
4. N83°27'41"W, a distance of 899.11 feet to capped iron rod set for corner;
5. S87°25'43"W, a distance of 255.47 feet to a point of non-tangency;
6. North 89°00'54" West, 83.16 feet to a capped iron rod set for at the beginning of tangential curve the right;
7. Along said tangential curve to the right having a radius of 1545.00 feet, a delta angle of 05°34'44", a chord bearing of N86°11'32"W, and a distance of 150.38 feet to a capped iron rod set for the point of tangency;
8. N83°24'10"W, a distance of 111.05 feet to a capped iron rod set for corner;
9. S06°40'13"W, a distance of 10.03 feet to a capped iron rod set for the southwest corner of said Parcel 1;

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

Robert Glen Maloy

06/29/2021

Robert Glen Maloy

Texas R.P.L.S. No. 6028

2142.401 ACRE TRACT OF LAND IN
THE WILLIAM P. ALLEN SURVEY,
ABSTRACT NO. 24, THE JOHN
DAVIS SURVEY, ABSTRACT NO.
254, AND THE JONATHAN HOWARD
SURVEY, ABSTRACT NO. 442,
COLLIN COUNTY, TEXAS



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPCLS REG. NO. 10194220

x:\2021\21-0195\Draw\21-0195 Zoning Notes North Tract 2.dwg

LEGAL DESCRIPTION (continued)

THENCE continuing with the northeasterly right-of-way line of said F.M. Highway 455, the following Three (3) courses:

1. N83°19'47"W, a distance of 825.41 feet to an iron rod with a cap stamped "Adams" found at the beginning of a tangential curve to the right;
2. Along said tangential curve to the right having a radius of 528.70 feet, a delta angle of 30°24'00", an arc length of 280.52 feet, a chord bearing of N68°07'47"E, and a distance of 277.24 feet to an iron rod with a cap stamped "Adams" found for the point of tangency;
3. N52°56'37"W, a distance of 457.27 feet to a 5/8-inch iron rod with an aluminum cap stamped "North Texas Tollway Authority" found at the intersection of the easterly right-of-way line of the North Texas Tollway Authority County Road Parcel 42-9 NBSR-1 conveyed by instrument of record in Document No. 2020072001126930, Official Public Records, Collin County, Texas and the northerly right-of-way line of said F.M. Highway 455;

THENCE N17°47'09" W, with the easterly right-of-way line of said North Texas Tollway Authority County Road Parcel 42-9 NBSR-1, a distance of 189.29 feet to a 5/8-inch iron rod with an aluminum cap stamped "North Texas Tollway Authority" found for corner;

THENCE N00°28'50"E, continuing with the easterly right-of-way line of said North Texas Tollway Authority County Road Parcel 42-9 NBSR-1, a distance of 8,459.92 feet to a capped iron rod set for the northeast corner of said Parcel 42-9 NBSR-1 in a northerly line of said 579.400 acre tract and in the southerly line of a called 100 acre tract of land as conveyed to Marvin L. Bunch or Linda K. Rodgers, Trustee of the Bunch Living Trust, by deed of record in Volume 5843, Page 1120, said Deed Records

THENCE S89°30'00" East, with the northerly line of said 579.400 acre tract and the southerly line of said 100 acre tract, a distance of 2,476.57 feet to an iron rod with a cap found for corner;

THENCE N00°46'50"E, with a westerly line of said 579.400 acre tract and an easterly line of said 100 acre tract, a distance of 1,013.39 feet to an iron rod with a cap found for corner;

THENCE N89°53'37"E, with a northerly line of said 579.400 acre tract and a southerly line of said 100 acre tract, passing the southeast corner of said 100 acre tract, continuing on said course, a total distance of 1,884.13 feet to a 1/2-inch iron rod found for the northeast corner of said 579.400 acre tract, common to the northwest corner of said 1215.843 acre tract;

THENCE with the northerly line of said 1215.843 acre tract, the following Twelve (12) courses:

1. N89°01'13"E, a distance of 307.00 feet to a capped iron rod set;
2. N42°11'13"E, a distance of 894.59 feet to a capped iron rod set;
3. N48°56'13"E, a distance of 413.26 feet to 1/2-inch iron rod found;
4. N10°35'01"E, a distance of 275.42 feet to a capped iron rod set;
5. N74°49'01"E, a distance of 212.62 feet to a capped iron rod set;
6. N85°47'01"E, a distance of 282.00 feet to a 1/2-inch iron rod found;
7. N27°33'05" East, a distance of 1,073.55 feet to a capped iron rod set;
8. S87°13'55" East, a distance of 263.52 feet to a capped iron rod set;
9. S89°13'55" East, a distance of 127.00 feet to a capped iron rod set;
10. N89°38'05" East, a distance of 560.00 feet to a capped iron rod set;
11. N88°26'05" East, a distance of 917.00 feet to a capped iron rod set;
12. S88°02'55" East, a distance of 411.00 feet to nail found in County Road 58 for the northeast corner of said 1215.843 acre tract in the westerly line of a called 704.855 acre tract of land described as Tract 4, as conveyed to Rosor Family Ranch, LP, by deed of record recorded in Instrument No. 20071231001718360, said Official Public Records;

THENCE with the common lines of said 1215.843 acre tract and said 704.855 acre tract, the following Three (3) courses:

1. S01°39'02"E, in said County Road 58, a distance of 886.80 feet to an iron rod with a cap found for corner;
2. S56°53'31"E, continuing in said County Road 58, a distance of 857.24 feet to an iron rod with a cap found for corner;
3. S89°45'11"E, a distance of 627.65 feet to a 1/2-inch iron rod found for the eastern most northeast corner of said 1215.843 acre tract, common to the northwest corner of a called 115.412 acre tract of land described as Tract 1, as conveyed to John Gough Rosor and Carl Cleveland Rosor, by deed of record in Volume 4337, Page 762, said Real Property Records;

I, Robert Glen Maloy, certify that this plot was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

Robert Glen Maloy

06/29/2021

Robert Glen Maloy

Texas R.P.L.S. No. 8028

2142.401 ACRE TRACT OF LAND IN
THE WILLIAM P. ALLEN SURVEY,
ABSTRACT NO. 24, THE JOHN
DAVIS SURVEY, ABSTRACT NO.
254, AND THE JONATHAN HOWARD
SURVEY, ABSTRACT NO. 442,
COLLIN COUNTY, TEXAS



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

LEGAL DESCRIPTION (continued)

THENCE with the easterly line of said 1215.843 acre tract, the following Six (6) courses:

1. S01°19'43"W, a distance of 529.15 feet to a nail found in said County Road 58;
2. S00°48'42"W, continuing in said County Road 58 with the westerly line of said 115.412 acre tract and a called 41.202 acre tract of land, as conveyed to Dallas Celina Land Partners LLC, by deed of record in Instrument No. 20080516000595410, said Official Public Records, passing at a distance of 3181.45 feet a 1/2-inch iron rod found for the southwest corner of said 41.202 acre tract, common to the northwest corner of a called 20.000 acre tract of land, as conveyed to Dani Home LLC, by deed of record in Instrument No. 20200116000071410, said Official Public Records, continuing on said course with the westerly line of said 20.000 acre tract, passing at a distance of 3614.89 feet a 1/2-inch iron rod found for the southwest corner of said 20.000 acre tract, common to the northwest corner of a called 20.707 acre tract of land, as conveyed to Shah Safi and Lailuma Safi, husband and wife, and Homayun Safi, by deed of record in Instrument No. 20100803000797400, said Official Public Records, continuing on said course with the westerly line of said 20.707 acre tract, a total distance of 3,775.00 feet to a nail set;
3. S01°03'35"W, continuing in said County Road 58, with the westerly line of said 20.707 acre tract, passing a 1/2-inch iron rod found at a distance of 282.20 feet for the southwest corner of said 20.707 acre tract, common to the northwest corner of a called 22.57 acre tract of land, as conveyed to Molly Ann Huie, by deed of record in Instrument No. 20110531000556580, said Official Public Records, continuing on said course with the westerly line of said 22.57 acre tract, continuing on course with the westerly line of said 22.57 acre tract, a total distance of 500.00 feet to a capped iron rod set on the south side of said County Road 58 for the western-most southwest corner of said 22.57 acre tract, common to the northwest corner of a called 19.274 acre tract of land, as conveyed to Roman L. Canvajal, by deed of record in Volume 3484, Page 240, said Deed Records;
4. S00°49'35"W, with the 19.274 acre tract, a distance of 271.50 feet to a capped iron rod set;
5. S01°34'34"E, continuing with the westerly line of said 19.274 acre tract, a distance of 559.27 feet to an iron with a cap found for a salient corner in the easterly line of said 1215.843 acre tract, common to a re-entrant corner of said 19.274 acre tract;
6. N89°47'43"W, continuing with the westerly line of said 19.274 acre tract, a distance of 86.05 feet to an iron rod with a cap found for a re-entrant corner of said 1215.843 acre tract, common to a salient corner of said 19.274 acre tract;

THENCE S00°46'36"E, continuing with the westerly line of said 19.274 acre tract, at a distance of 271.42 feet passing an iron pipe found for the southwest corner of said 19.274 acre tract, common to the northwest corner of a called 155.26 acre tract of land described as Exhibit A-B, as conveyed to LMR Holdings, LTD, by deed of record in Instrument No. 20090213000158800, said Official Public Records, continuing on said course with the westerly line of said 155.26 acre tract, passing the eastern-most southeast corner of said 1215.843 acre tract, common to the northeast corner of said 161.910 acre tract, continuing on said course with the easterly line of said 161.910 acre tract, a total distance of 3,152.31 feet to a 1/2-inch iron rod found for the southwest corner of said 155.26 acre tract, common to the northwest corner of said 66.862 acre tract;

THENCE S02°06'34"E, continuing with the easterly line of said 161.910 acre tract and with the westerly line of said 66.862 acre tract, a distance of 1,548.60 feet to the POINT OF BEGINNING and containing 2142.401 acres of land.

2142.401 ACRE TRACT OF LAND IN
THE WILLIAM P. ALLEN SURVEY,
ABSTRACT NO. 24, THE JOHN
DAVIS SURVEY, ABSTRACT NO.
254, AND THE JONATHAN HOWARD
SURVEY, ABSTRACT NO. 442,
COLLIN COUNTY, TEXAS

I, Robert Glen Maloy, certify that this plot was
prepared under my direct supervision, no survey was
made on the ground and is based on recorded
deeds only for a political subdivision.


Robert Glen Maloy 06/29/2021
Texas R.P.L.S. No. 6028



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

X:\2021\21-0195\Draw\21-0195 Zoning Notes North Tract 2.dwg

LEGAL DESCRIPTION

Being all that certain 912.940 acre tract or parcel of land situated in the James Cumba Survey, Abstract No. 242, the J W Haynes Survey, Abstract No. 453, the Jeremiah Queen Survey, Abstract No. 733, the A H Gee Survey, Abstract No. 1104, the Jeremiah Queen Survey, Abstract No. 1111, the H Cochran Survey, Abstract No. 191, the J Ragsdale Survey, Abstract No. 735 and the German Emigration Co., Abstract No. 356, Collin County, Texas, being a part of that certain called 957.743 acre tract of land described in the deed to Dynavest joint Venture, recorded in Volume 2228, Page 1114, Deed Records, Collin County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at the Southeast corner of the tract being described herein at a railroad spike found in the approximate centerline of County Road 9 same being the north line of that certain called 12.01 acre tract of land described in the deed to Scot H. McDonald and Jill C. McDonald, recorded in Volume 4389, Page 4489, Deed Records, Collin County, Texas, from which a 1/2-inch iron rod found 30 feet north of the intersection of the centerline of County Road 9 and the west right-of-way line of F M Hwy 455 bears, N88°46'55"E a distance of 2532.11 feet.

THENCE S89°45'01"W, a distance of 5375.00 feet to a point for the Southwest corner of said tract herein described.

THENCE N00°25'04"E, a distance of 32.89 feet to a point for the beginning of a curve to the right,

THENCE with said curve to the right, an arc length of 684.70 feet, a central angle of 07°05'39", a radius of 5930.00 feet and a chord that bears N03°56'53"E, a distance of 684.26 feet to a point at the end of said curve.

THENCE N07°29'26"E, a distance of 911.82 feet to a point for the beginning of a curve to the left.

THENCE with said curve to the left, an arc length of 725.80 feet, a central angle of 07°00'46", a radius of 5929.99 feet and a chord that bears N03°58'30"E, a distance of 725.35 feet to a point at the end of said curve.

THENCE N00°24'17"E, a distance of 7981.16 feet to a point for the Northwest corner of said tract herein described.

THENCE N48°06'14"E, a distance of 63.35 feet to a point for corner.

THENCE S52°54'18"E, a distance of 397.11 feet to a point for the beginning of a curve to the left.

THENCE with said curve to the left, an arc length of 329.19 feet, a central angle of 30°29'08", a radius of 618.70 feet and a chord that bears S68°08'52"E, a distance of 325.33 feet to a point at the end of said curve.

THENCE S83°19'47"E, a distance of 777.84 feet to a point for corner.

THENCE S83°18'24"E, a distance of 1453.60 feet to a point for the beginning on a curve to the right.

THENCE with said curve to the right, an arc length of 237.45 feet, a central angle of 10°39'00", a radius of 1277.43 feet and a chord that bears S77°59'38"E, a distance of 237.10 feet to a point at the end of said curve.

THENCE S72°40'08"E, a distance of 137.81 feet to a point for the most Northerly Northeast corner of said tract herein described;

THENCE S17°13'41"W, a distance of 100.82 feet to a point for corner;

THENCE S40°37'27"W, a distance of 414.21 feet to a point for corner;

THENCE S50°02'12"E, a distance of 174.16 feet to a point for corner;

THENCE S04°21'15"E, a distance of 103.17 feet to a point for corner;

THENCE S53°17'03"W, a distance of 256.14 feet to a point for corner;

THENCE S23°26'44"W, a distance of 269.21 feet to a point for corner;

THENCE S65°50'33"E, a distance of 178.82 feet to a point for corner;

THENCE S04°43'47"E, a distance of 193.80 feet to a point for corner;

THENCE S50°43'48"W, a distance of 169.49 feet to a point for corner;

THENCE S87°42'51"W, a distance of 172.47 feet to a point for corner;

THENCE S00°30'19"W, a distance of 762.96 feet to a point for corner;

THENCE N86°48'56"E, a distance of 1465.45 feet to a point for corner;

THENCE N89°21'10"E, a distance of 524.04 feet to a point for the most Easterly Northeast corner of said tract herein described, said point being in a curve to the left;

THENCE S03°11'58"W a distance of 40.85 feet to a point for corner;

THENCE with said curve to the left, an arc length of 569.36 feet, a central angle of 22°04'50", a radius of 1477.39 feet and a chord that bears S07°50'27"E, a distance of 565.84 feet to a point at the end of said curve;

THENCE S18°51'52"E, a distance of 357.17 feet to a point for corner;

THENCE S89°27'53"W, a distance of 974.48 feet to a point for corner;

THENCE S00°17'11"E, a distance of 1724.68 feet to a point for corner;

THENCE S00°56'38"E, a distance of 2951.35 feet to a point for corner;

THENCE N88°16'05"E, a distance of 1147.55 feet to a point for corner;

THENCE S01°29'07"E, a distance of 1961.95 feet to the POINT OF BEGINNING and containing 912.940 acres of land.

Exhibit B **Depiction of Property**

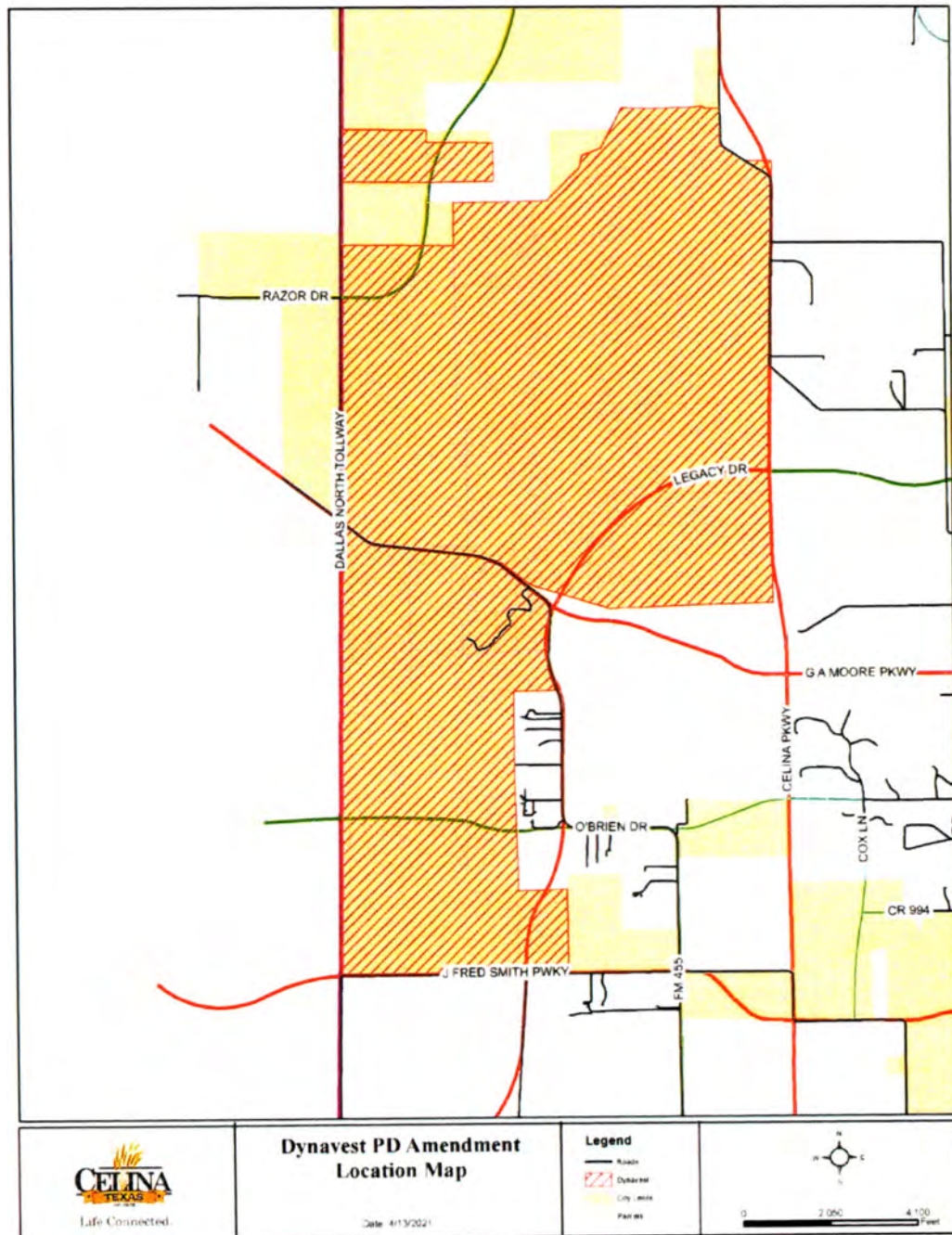


Exhibit C Concept Plan

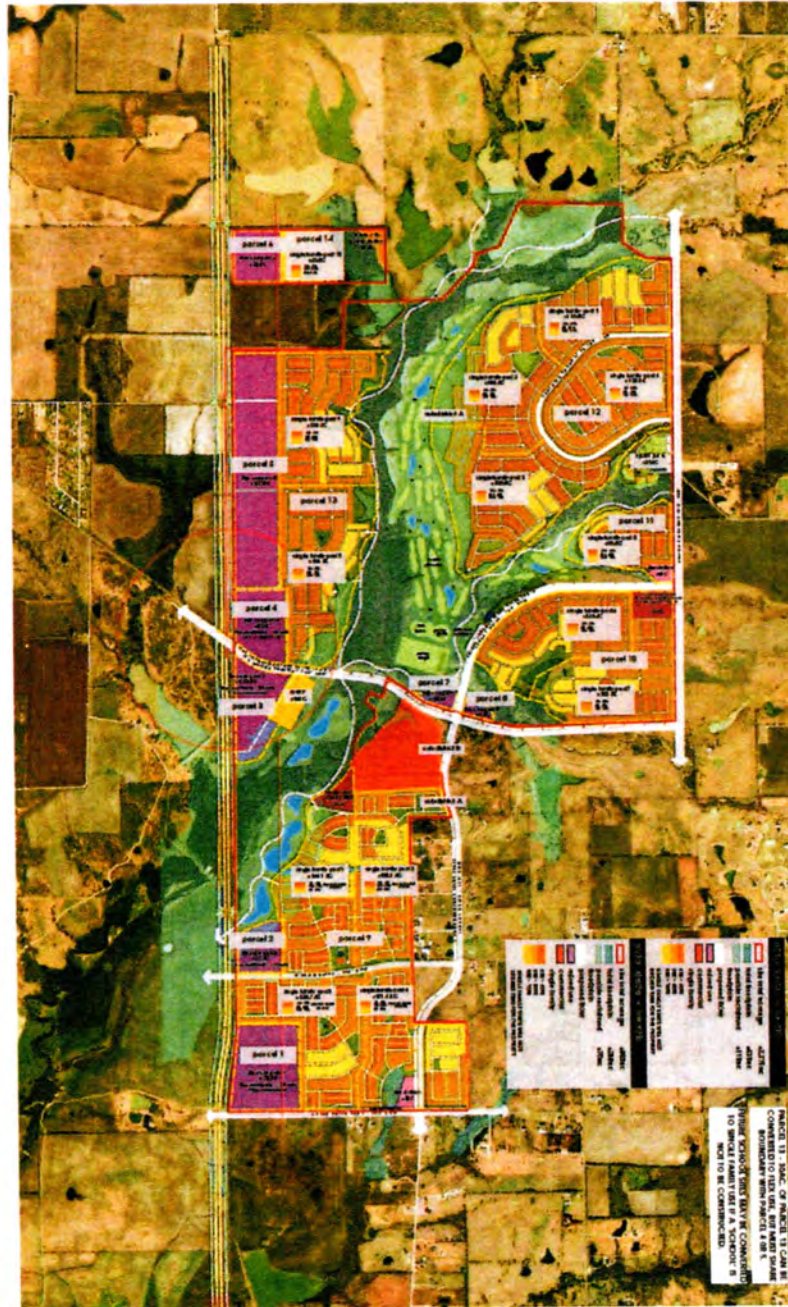


Exhibit D Open Space Plan



Exhibit E Development Regulations

Being approximately 3,268.6 acres generally located along the future expansion of Dallas North Tollway Phase 4B in Collin County, Celina, TX and as further described by metes and bounds and depicted in Exhibit 'A' attached hereto (the "Property"), this Planned Development Ordinance ("PD" or "Planned Development") provides the ability to encourage and accommodate the development of a variety of uses for the Property. These uses include commercial, retail, office, mixed-use and residential uses within the City of Celina.

It is the intent of this PD to amend Planned Development #117 and adopt the City's base zoning districts SF-R, C, Flex, MF-2, and MF-3 as set forth in the City regulations, together with the uses and development regulations as designated therein, subject to modifications in this PD. Any conflict between this PD and the Zoning Ordinance or Neighborhood Vision Book shall be resolved in favor of those regulations set forth in this PD, or as may be ascertained through the intent of this PD. Uses and development regulations which otherwise are not specifically modified in this PD shall be controlled by the Zoning Ordinance, as it may be amended from time to time.

This PD, and all attachments or exhibits, amends Planned Development #117 and supersedes any existing zoning, use and development regulations for the Property. The following development regulations shall apply to the entire Property and vary the Zoning Ordinance as set forth in this PD herein.

Concept Plan

The subject property shall generally develop per the Concept Plan attached as Exhibit 'B'. The Concept Plan displays the general location and configuration of land uses, arterials, and other area features. Minor modifications for pragmatic purposes are contemplated at time of plan review and permitting, and such modifications shall not be unreasonably withheld, subject to review and approval by the Director of Development Services. Major modifications, such as major relocations of various land uses, shall require a revision to the governing Planned Development (PD) district zoning. If the PD requires an amendment, either via text or exhibit, only the areas being amended, including Subdistricts or individual Parcels, must be noticed and included in the rezoning process.

The vision for the community includes extensive open space and amenities dispersed throughout the development, and activating the floodplain areas with concrete trails that preserve the public view of the natural beauty. Below are the required elements:

Open Space

1. Meaningful incorporation of open space in alignment with the Neighborhood Vision Book through use of pocket parks and activated open space throughout the community, per the Master Open Space Exhibit.
2. Parties will work together to create a Master Linear Park Plan to satisfy Park Dedication requirements, including determinations of private and public ownership and maintenance, along with a golf course or alternate public park improvements and amenities along the creek (if the golf course is not constructed).
3. The open space requirements for all SF-R tracts within the development for Subdistrict 'A' shall be a minimum of 10% open space within each 'Parcel', as shown on the Concept Plan attached as Exhibit B; provided, however, that other than the percentage of open space provided here, the development of the open space shall generally comply with the City's Neighborhood Vision Book.

4. Open space and neighborhood green space will not be required to build parking

Amenities

The amenities set forth herein satisfy all amenity requirements for the all SF-R tracts within the development for Subdistrict 'A'. Below are the required elements for the amenities:

1. A minimum of 7 amenity centers shall be dispersed throughout the development. There shall be a minimum of 5 amenity centers, each of which shall contain the following elements: a swimming pool, restrooms, shade structures, and a playscape area. In addition, there shall be a minimum of 2 large amenity centers, each of which shall contain the following elements: indoor air-conditioned space, restrooms, a swimming pool, and a playground.
2. Neighborhood Trails
 - a. Developer agrees to construct or cause the construction of a network of neighborhood concrete trails with main spine trails being twelve feet (12') in width and side trails and connections being eight feet (8') in width, in conformance with the Master Parks & Trails Plan.

Zoning

The following development regulations shall apply to all of the Property, other than the portion known as Cow Mountain, which is Parcels 1-14 as shown on the Concept Plan ("Subdistrict A") and the portion of the Property known as Cow Mountain, which is Subdistrict B as shown on the Concept Plan ("Subdistrict B") and vary the Zoning Ordinance as set forth in this PD herein. The base zoning shall be per the land use categories displayed on the Concept Plan, and shall abide by the design standards of the City, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The project shall abide by all City regulations, and as may be amended, except as follows:

1. Subdistrict A - SF-R (Parcels 9-14)

Areas designated as Single Family Detached Residential may contain any detached single-family unit (including patio/zero-lot-line), or single-family attached, whereas the total Development Area density shall not exceed 6 (six) units per net developable acre or maximum of 7,000 lots as illustrated on the Concept Plan.

The below lot mix shall govern the SF-R areas of Parcel 10, Parcel 11, Parcel 12, Parcel 13, and Parcel 14 of the development:

	Lot Type A	Lot Type B	Lot Type C
Min. Width	40'	50'	60'
Lot % (Min/Max)	(0/40)	N/A	(15/0)

Parcel 9 shall not exceed 2,011 lots; provided, however, that such lot count may increase if any site reserved for CISD schools is converted to SF-R. The below lot mix shall govern the SF-R areas of Parcel 9 of the development:

	Lot Type A	Lot Type B	Lot Type C
Min. Width	40'	50'	60'
Lot % (Min/Max)	(0/45)	N/A	(10/0)

- a. Any lot less than 50' in width shall be alley rear entry garage served, and any lot 50' in width or greater may be front entry garage.
- b. Architectural flexibility shall be provided for roof pitches, modern color schemes (specifically white), and incorporation of stucco as an exterior building material, so long as the front façade's materials remain primarily brick/stone (except for 100% stucco homes attempting a Mediterranean style).
- c. Sites reserved for CISD schools may develop as SF-R per the above lot mix if the school district fails to exercise rights within the development agreement.
- d. Single family shall be allowed to encroach into the DNTO overlay as shown on the attached Concept Plan.
- e. Any townhomes count against the 40's in the lot mix table.

2. Subdistrict A - Flex Tracts (Parcels 1-8 and Parcel 13)

The flex tracts are generally located along the Dallas North Tollway. These tracts may develop as Flex, MF-2 (Urban Edge multi-family), MF-3 (Urban Living multi-family), or C (Commercial, Office, & Retail). Parcels located within the Dallas North Tollway Overlay District shall comply with the Zoning Ordinance, except as provided herein.

a. C (Commercial, Office, Retail)

The City's base non-residential district anticipates a broad range of retail, office, and commercial land uses that are allowed within 100% of the Flex Tracts. Government facilities, medical office, hospital, general office, and childcare uses are allowed by right. A wholesale/distribution center requires an SUP. No less than 100 acres shall be reserved for commercial, office, and retail land uses along the DNT. 30 acres north of GA Moore in Parcel 13 may be converted to Flex if not used for single-family purposes.

b. MF-2 & MF-3 (Urban Edge & Urban Living)

The maximum number of multi-family units within the Flex Tracts of Subdistrict A shall not exceed 4,100 units and shall develop per the regulations of the MF-2 and MF-3 districts. The maximum density is 80 units per acre. "Dwelling, senior living, assisted living facility" and "Dwelling, senior living, advanced care" shall be allowed by Specific Use Permit in these Parcels, and such units shall not count towards the 4,100 maximum units as set forth herein. "Dwelling, senior living, independent living" shall be allowed by right in these Parcels, and such units shall count towards the 4,100 maximum units as set forth herein. The out-parcel commonly known as Cow Mountain (Subdistrict B below) shall not count toward the 4,100 units in Subdistrict A.

- (i) Parcel (1) will not exceed 1,100 units
- (ii) Parcel (2) will not exceed 432 units
- (iii) Parcel (3) will not exceed 480 units
- (iv) Parcel (4) will not exceed 480 units

c. Dallas North Tollway Overlay District (DNTO)

- i. The following permitted uses are allowed by right within all Subzones, unless otherwise stated herein, of the Dallas North Tollway Overlay District:
 - 1. Alcohol sales, primary

2. Dwelling, senior living, independent living
 3. Gas pumps/ fuel sales – Suburban Subzone only
 - ii. The following permitted uses are allowed by Specific Use Permit within all Subzones of the Dallas North Tollway Overlay District
 1. Dwelling, senior living, assisted living facility
 2. Dwelling, senior living, advanced care
 - iii. Single family residential is a prohibited use except as identified in Pod 3 and Pod 1 of Parcel 9 on the Concept Plan
3. **Subdistrict B.**
Subdistrict B is generally located at the SW corner of the intersection of G. A. Moore Pkwy and Legacy Drive. This tract may develop as MF-2 (Urban Edge multi-family), or MF-3 (Urban Living multi-family), or C (Commercial, Office, & Retail).
4. **Overall**
Some land uses are allowed in all areas, such as churches, schools, government facilities, and critical infrastructure necessary to serve the area.
5. **Architecture; Screening**
The subject Property is an architecturally, historically, and culturally significant tract of land that is meaningfully located along a principal regional waterway and along a regionally significant thoroughfare; thus, all structures shall abide by the City's architectural standards, landscape standards, screening standards, and neighborhood design, and as may be amended, except as set forth below.
 - a. **Screening**
 - i. Required screening between residential and non-residential or multifamily uses will be constructed by owners of non-residential or multifamily uses in accordance with City regulations and by owners of residential uses at time of vertical construction.



REINVESTMENT ZONE NUMBER TWO,
CITY OF PILOT POINT, TEXAS
PRELIMINARY PROJECT AND FINANCE PLAN
APRIL 14, 2022

TABLE OF CONTENTS

Table of Contents	1
Section 1: Introduction	2
Section 2: Description and Maps	4
Section 3: Proposed Changes to Ordinances, Plans, Codes, Rules, and Regulations	5
Section 4: Relocation of Displaced Persons	5
Section 5: Estimated Non-Project Costs	5
Section 6: Proposed Public Improvements	5
Section 7: Estimated Project Costs	6
Section 8: Economic Feasibility	7
Section 9: Estimated Bonded Indebtedness	8
Section 10: Appraised Value	8
Section 11: Method of Financing	8
Section 12: Duration of the Zone, Termination	9
List of Exhibits	10
Exhibit A – Map of the Zone.....	11
Exhibit B – Non-Project Costs	12
Exhibit C – Project Costs.....	13
Exhibit D – Estimated Timeline of Incurred Costs.....	14
Exhibit E – Feasibility Study.....	15
Exhibit F – Map of the Public Improvements.....	16
Exhibit G – Proposed Uses of the Property.....	17
Exhibit H – Parcel Identification	19

SECTION 1: INTRODUCTION

1.1 Authority and Purpose

The City of Pilot Point, Texas, a Texas Home Rule municipality (the “City”) has the authority under Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended (the “Act”) to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the governing body of the City (the “City Council”) has determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone (hereinafter defined) is feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if it either (1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition, (2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City, (3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community, or (4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 Proposed Zone

The City Council intends to create a tax increment reinvestment zone to be known as “*Reinvestment Zone Number Two, City of Pilot Point, Texas*” (the “Zone”) that includes approximately 1,550.57 acres of land as identified on **Exhibit H** and depicted on **Exhibit A** (the

“Property”). The Property is currently located within the extraterritorial jurisdiction of the City. The Property is primarily undeveloped and underdeveloped, and due to its size, location, and physical characteristics, development and redevelopment will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately open, undeveloped and underdeveloped due to factors such as the lack of public infrastructure and the need for economic incentive to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the public improvements, and other projects are financed as contemplated by this Preliminary Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, Denton County, (the “County”), quality master planned developments.

1.4 Preliminary Plan and Hearing

Before the City Council adopts the ordinance designating the Zone, the City Council must prepare a preliminary reinvestment zone financing plan in accordance with the Act and hold a public hearing on the creation of the proposed Zone and its benefits to the City and to the Property, at which public hearing interested persons are given the opportunity to speak for and against the creation of the proposed Zone, the boundaries of the proposed Zone and the concept of tax increment financing, and at which hearing the owners of the Property will be given a reasonable opportunity to protest the inclusion of their Property in the proposed Zone. The requirement of the Act for a preliminary reinvestment zone financing plan is satisfied by this *Reinvestment Zone Number Two, City of Pilot Point, Texas Preliminary Project and Finance Plan* dated April 14, 2022 (the “Preliminary Plan”), the purpose of which is to describe, in general terms, the public improvements that will be undertaken and financed by the Zone. A description of how such public improvements and projects will be undertaken and financed will be determined by the Final Plan and by the TIRZ Agreement (both hereinafter defined), which require approval by the Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council may adopt an ordinance in accordance with the Act creating the Zone if (i) the City Council finds that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, (ii) that the Zone is feasible, (iii) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City and (iv) that the Property is primarily open and undeveloped, and meets the eligibility requirements of the Act. Among other provisions required by the Act, the ordinance creating the Zone will appoint a Board of Directors for the Zone (the “Board”).

1.6 Board Recommendations

After the creation of the Zone, the Board will review this Preliminary Plan and approve and recommend to the City Council a *“Reinvestment Zone , City of Pilot Point, Texas, Final Project and Finance Plan”* (the *“Final Plan”*), and one or more agreement(s) between property owner(s), the Board, and the City (the *“TIRZ Agreement”*) pursuant to which the City will contribute a portion of its ad valorem tax increment attributable to new development in the Zone (the *“Tax Increment”*) into a tax increment fund created by the City and segregated from all other funds of the City (the *“TIRZ Fund”*) to pay to the Owner or its assigns, in accordance with the TIRZ Agreement, the costs of public improvements and other projects benefiting the Zone.

1.7 Council Action

The City Council will take into consideration the recommendations of the Board and will consider approval of the Final Plan, the TIRZ Agreement(s). If one or more TIRZ Agreement(s) are approved, the City Council will authorize and direct its execution.

SECTION 2: DESCRIPTION AND MAPS

2.1 Existing Uses and Conditions

The Property is currently located within the extraterritorial jurisdiction of the City and is anticipated to be zoned planned development upon annexation, in accordance with the City’s zoning ordinance. The Property is undeveloped or underdeveloped, and there is no public infrastructure or aging public infrastructure to support development. Development will require extensive public infrastructure that: (1) the City cannot provide, and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the proposed Zone is shown on **Exhibit A**.

2.2 Proposed Uses

The proposed uses of the Property are anticipated to include residential, commercial and open space, as shown on **Exhibit G**.

2.3 Parcel Identification

The parcels identified on **Exhibit H** provide sufficient detail to identify with ordinary and reasonable certainty the territory included in the Zone.

SECTION 3: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the extraterritorial jurisdiction of the City and shall be subject to the City's zoning regulation upon annexation. The City has exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of drainage, roadway, and other public infrastructure. Mustang SUD has jurisdiction over water and sewer infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned, except as provided for in the Development Standards made a part of the Development Agreement.

SECTION 4: RELOCATION OF DISPLACED PERSONS

No persons will be displaced and in need of relocation due to the creation of the Zone or implementation of the Final Plan.

SECTION 5: ESTIMATED NON-PROJECT COSTS

Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The list of non-project costs is shown on **Exhibit B** and are estimated to be approximately \$1,269,268,900.

SECTION 6: PROPOSED PUBLIC IMPROVEMENTS

6.1 Categories of Public Improvements

The proposed public improvements to be financed by the Zone include Economic Development Grants (hereinafter defined), municipal services, and public safety facilities, (the "Public Improvements"), as depicted on **Exhibit C**. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City.

6.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit F**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

SECTION 7: ESTIMATED PROJECT COSTS

7.1 Project Costs

The total costs for projects in the Zone, which includes the costs to construct and finance the Public Improvements and administer the Zone, are currently estimated to be \$480,751,036 (the “Project Costs”), as shown on **Exhibit C**.

7.2 Estimated Costs of Public Improvements

The estimated costs of the Public Improvements within the Zone are \$479,191,205, as shown on **Exhibit C**. It is anticipated that additional Public Improvements may be constructed in the future and the City Council may amend the Final Plan to include those costs of Public Improvements.

7.3 Estimated Administrative Costs

The estimated costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the “Administrative Costs”). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City that are directly related to the administration of the Zone. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid. The Administrative Costs are estimated at \$15,000, beginning in 2023 and escalate at two percent (2%) thereafter.

7.4 Economic Development Grants

The City Council and the Board have determined it to be necessary and convenient to the accomplishment of the objectives of the Zone to establish and provide for the administration of economic development programs that may be used to incentivize development. The economic development programs established in this Section are authorized by Section 311.010(h) of the Act and by Article III, Section 52-a, Texas Constitution, as amended (the “Economic Development Provision”). The Economic Development Provision provides that the Board, subject to the approval of the City Council, may establish and provide for the administration of one or more programs as the Board determines is necessary or convenient to implement and achieve the purposes of this Final Plan, which programs are for the public purposes of developing and diversifying the economy of the Zone and developing business and commercial activity within the Zone. This section is intended to designate an economic development program as authorized by the Economic Development Provision, (the “Economic Development Program”).

Such Economic Development Program may include, to the extent permitted by the law, programs to make grants of any lawfully available money from the TIRZ Fund, including activities that

benefit the Zone and stimulate business and commercial activity in the Zone. The Economic Development Program will further the public purpose of developing and diversifying the economy of the Zone. All grants that are part of the Economic Development Program described in this Section serve the public purpose of attracting new business and commercial activity to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increases in the real property tax base for all taxing units within the Zone, and increased job opportunities for residents of the City, County, and the region.

Therefore, the Zone is authorized to provide economic development grants at the discretion of the City Council, as set forth in one or more economic development agreement(s) pursuant to Chapter 380, Texas Local Government Code, as amended (the “Economic Development Grants”).

7.5 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually beginning at the time the Zone is created and through the duration of the Zone. It is estimated the Project Costs will be incurred throughout the life of the Zone, as shown on **Exhibit D**.

SECTION 8: ECONOMIC FEASIBILITY

8.1 Feasibility Study

For purposes of this Preliminary Plan, economic feasibility has been evaluated over the term of the Zone, as shown on **Exhibit E** (the “Feasibility Study”). The Feasibility Study focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on **Table 1** below, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$416,119,885 in total new real property tax revenue for the City, \$289,613,580 will be contributed to the TIRZ Fund, and the remaining retained revenue, \$126,506,305 shall be deposited with the City.

Table 1

Taxing Entity	Gross New AV Revenue	TIRZ Contribution	Net New AV Retained Revenue
City	\$ 416,119,885	\$ 289,613,580	\$ 126,506,305

The Feasibility Study shows a portion of the new real property tax revenue generated by the Zone will be retained by the City. The remainder of the new real property tax revenue generated within the Zone will be available to pay Project Costs, until the term expires or is otherwise terminated. Upon expiration or termination of the Zone, one hundred percent (100%) of all tax revenue generated within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 9: ESTIMATED BONDED INDEBTEDNESS

No tax increment reinvestment zone bonds or public indebtedness by the City secured by the Zone revenues pursuant to the Act, is contemplated.

SECTION 10: APPRAISED VALUE

10.1 Current Appraised Value

The Property is currently located in the extraterritorial jurisdiction of the City, therefore the current total appraised value of taxable real property in the Zone is \$0, which represents the Tax Increment Base, (the “Tax Increment Base”) of the Property and shall be confirmed by the Denton County Appraisal District in accordance with Section 311.012(c) of the Act.

10.2 Estimated Captured Appraised Value

The amount of the Tax Increment for a year during the term of the Zone is the amount of property taxes levied and collected by the City for that year on the captured appraised value of the Property less the Tax Increment Base of the Property, (the “Captured Appraised Value”). The Tax Increment Base of the Property is the total taxable value of the Property for the year in which the Zone was designated, as described in **Section 10.1** above. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$2,756,455,473, as shown on **Exhibit E**. Annually, the actual Captured Appraised Value, as certified by the Denton County Appraisal District, will be used to calculate the annual payment by the City into the TIRZ Fund pursuant to the Final Plan.

SECTION 11: METHOD OF FINANCING

The Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone an amount equal to sixty-nine-point-six percent (69.6%) of the Captured Appraised Value in the Zone levied and collected that constitutes the Tax Increment for that year. For example, in FY 2022, the City tax rate is \$0.63626 per \$100 of assessed value, therefore the City will contribute \$0.442828 per \$100 of the Captured Appraised Value in the Zone levied and collected.

Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to fund the Public Improvements. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the governing body, and the TIRZ Fund shall only be used to pay the Project Costs in accordance with the Final Plan and the

TIRZ Agreement. The City may amend the Final Plan in compliance with the TIRZ Agreement, including but not limited to what is considered a Project Cost.

On February 25, 2022, the City, MM Mobberly 236, LLC and MM Mobberly 13, LLC (collectively, the “Mobberly Developer”), entered into an development agreement (the “Mobberly Development Agreement”) concerning certain property within the Zone (the “Mobberly Property”). Pursuant to the Mobberly Development Agreement, the Zone shall provide an economic development grant of fifty-five percent (55%) of the ad valorem tax increment generated by the Mobberly Property until the earlier of (i) a period of thirty-six (36) years, or (ii) the aggregate amount placed into the Mobberly TIRZ Account is equal to \$99,792,002, subject to a future TIRZ Agreement between the City and the Mobberly Developer.

On February 28, 2022, the City, and MM Creekview 1027, LLC (the “Creekview Developer”), entered into an development agreement (the “Creekview Development Agreement”) concerning certain property within the Zone (the “Creekview Property”). Pursuant to the Creekview Development Agreement, the Zone shall provide an economic development grant of fifty-five percent (55%) of the ad valorem tax increment generated by the Creekview Property until the earlier of (i) a period of thirty-six (36) years, or (ii) the aggregate amount placed into the Creekview TIRZ Account is equal to \$135,869,385, subject to a future TIRZ Agreement between the City and the Creekview Developer.

The remaining 15% from both the Mobberly Property and Creekview Property shall be deposited into the TIRZ Fund for additional projects identified in the Final Plan.

SECTION 12: DURATION OF THE ZONE, TERMINATION

12.1 Duration

The stated term of the Zone shall commence on the creation of the Zone, and shall continue for thirty-six (36) years, with the last payment being due by January 31, 2059, unless otherwise terminated in accordance with the Creation Ordinance.

12.2 Termination

The Zone will terminate prior to the expiration of its stated term if the Project Costs have been fully funded. If upon expiration of the stated term of the Zone, the Project Costs have not been collected into the TIRZ Fund, the City shall have no obligation to pay the shortfall and the term shall not be extended. The provisions of this section shall be included in the TIRZ Agreement, as applicable. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	Project Costs
Exhibit D	Estimated Timeline of Incurred Costs
Exhibit E	Feasibility Study
Exhibit F	Map of the Public Improvements
Exhibit G	Proposed Uses of the Property
Exhibit H	Parcel Identification

EXHIBIT A – MAP OF THE ZONE

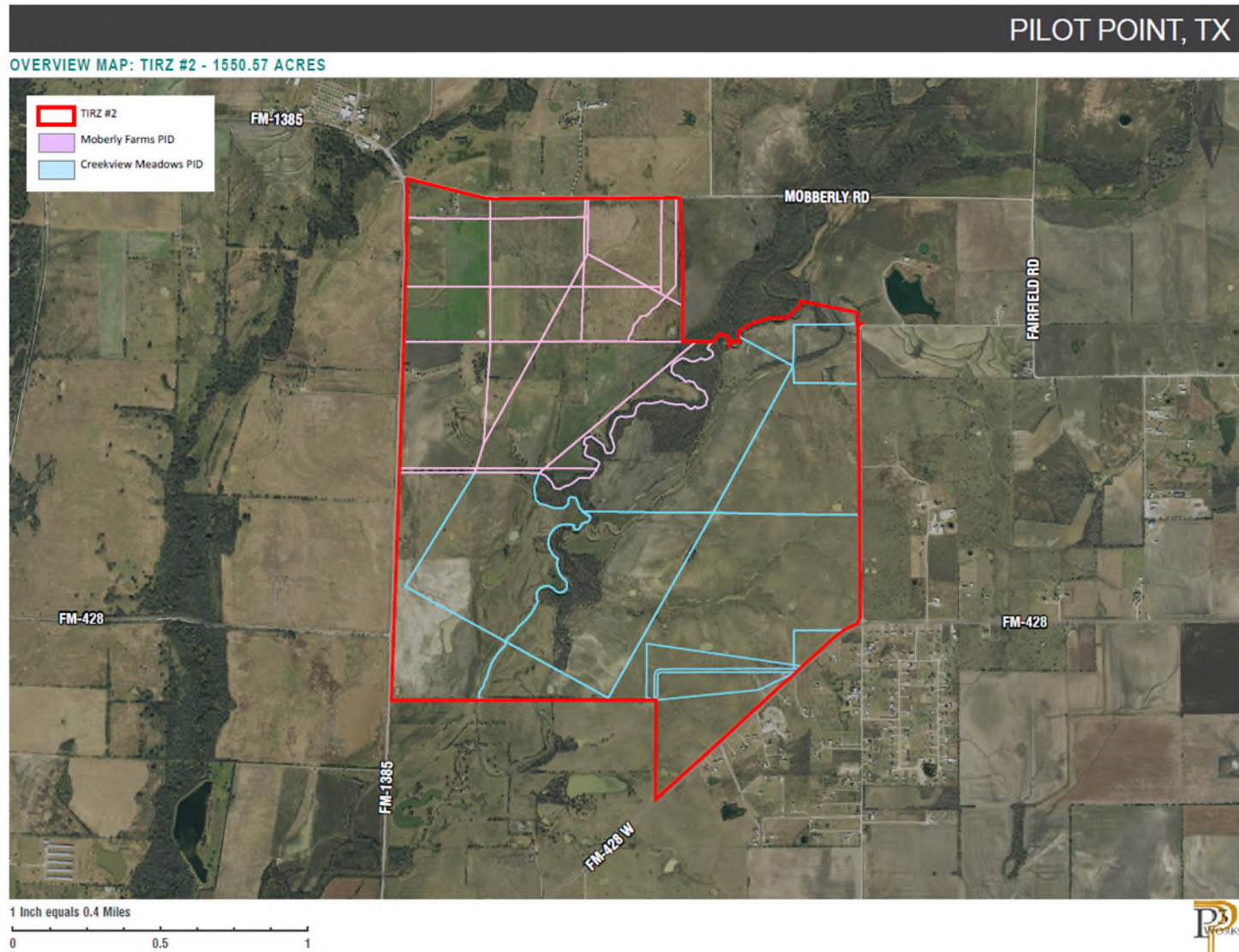


EXHIBIT B – NON-PROJECT COSTS

Development	Lot Type	Units	Lot Value		Buildout Value		Non-Project Costs
			Per Unit	Total	Per Unit	Total	
Mobberly	40' Lot	1,011	\$ 56,500	57,121,500	\$ 294,000	297,234,000	240,112,500
Mobberly	50' Lot	978	\$ 61,500	60,147,000	\$ 335,000	327,630,000	267,483,000
Subtotal		1,989		\$ 117,268,500		\$ 624,864,000	\$ 507,595,500
Creekview	40' Lot	388	\$ 61,200	23,745,600	\$ 340,000	131,920,000	108,174,400
Creekview	50' Lot	2,070	\$ 69,300	143,451,000	\$ 385,000	796,950,000	653,499,000
Subtotal		2,458		\$ 167,196,600		\$ 928,870,000	\$ 761,673,400
Commercial ¹		24 Acres					
Total		4,447		\$ 284,465,100		\$ 1,553,734,000	\$ 1,269,268,900

Footnotes:

(1) Commercial acreage estimated values not identified at this time.

EXHIBIT C – PROJECT COSTS

Reinvestment Zone Number Two, City of Pilot Point Project Costs	
Public Improvements	Total
Public Safety Facilities	\$ 19,258,221
Municipal Services	\$ 224,271,597
Mobberly Economic Development Grants	\$ 99,792,002
Creekview Economic Development Grants	\$ 135,869,385
Public Improvements Subtotal	\$ 479,191,205
Administrative Costs	1,559,831
Total Project Costs	\$ 480,751,036

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED COSTS

Zone Year	Calendar Year	City Project Costs				Municipal Services ²	Public Safety Facilities ³
		Mobberly ¹		Creekview ¹			
		Admin. Costs	ED Grant Payment	Admin. Costs	ED Grant Payment		
Base	2022						
1	2023	\$ -	-	\$ -	-	236,753	
2	2024	\$ 7,500	224,971	\$ -	-	883,355	
3	2025	\$ 7,725	449,068	\$ 7,500	482,581	1,378,079	962,911
4	2026	\$ 7,957	538,263	\$ 7,725	977,186	1,916,356	962,911
5	2027	\$ 8,195	\$ 818,703	\$ 7,957	\$ 1,354,089	\$ 2,456,866	962,911
6	2028	\$ 8,441	\$ 1,112,681	\$ 8,195	\$ 1,745,676	\$ 2,997,377	962,911
7	2029	\$ 8,695	\$ 1,418,090	\$ 8,441	\$ 2,152,384	\$ 3,566,923	962,911
8	2030	\$ 8,955	\$ 1,771,857	\$ 8,695	\$ 2,574,662	\$ 4,145,404	962,911
9	2031	\$ 9,224	\$ 2,139,207	\$ 8,955	\$ 3,025,349	\$ 4,699,316	962,911
10	2032	\$ 9,501	\$ 2,502,387	\$ 9,224	\$ 3,354,720	\$ 4,961,754	962,911
11	2033	\$ 9,786	\$ 2,502,102	\$ 9,501	\$ 3,718,129	\$ 5,110,606	962,911
12	2034	\$ 10,079	\$ 2,552,057	\$ 9,786	\$ 3,792,397	\$ 5,263,924	962,911
13	2035	\$ 10,382	\$ 2,603,009	\$ 10,079	\$ 3,868,147	\$ 5,421,842	962,911
14	2036	\$ 10,693	\$ 2,654,976	\$ 10,382	\$ 3,945,409	\$ 5,584,497	962,911
15	2037	\$ 11,014	\$ 2,707,979	\$ 10,693	\$ 4,024,214	\$ 5,752,032	962,911
16	2038	\$ 11,344	\$ 2,762,040	\$ 11,014	\$ 4,104,591	\$ 5,924,593	962,911
17	2039	\$ 11,685	\$ 2,817,178	\$ 11,344	\$ 4,186,573	\$ 6,102,331	962,911
18	2040	\$ 12,035	\$ 2,873,416	\$ 11,685	\$ 4,270,191	\$ 6,285,401	962,911
19	2041	\$ 12,396	\$ 2,930,775	\$ 12,035	\$ 4,355,478	\$ 6,473,963	962,911
20	2042	\$ 12,768	\$ 2,930,403	\$ 12,396	\$ 4,355,117	\$ 6,668,182	962,911
21	2043	\$ 13,151	\$ 2,930,020	\$ 12,768	\$ 4,354,745	\$ 6,868,227	962,911
22	2044	\$ 13,546	\$ 2,988,500	\$ 13,151	\$ 4,441,712	\$ 7,074,274	962,911
23	2045	\$ 13,952	\$ 3,048,145	\$ 13,546	\$ 4,530,415	\$ 7,286,502	
24	2046	\$ 14,371	\$ 3,108,979	\$ 13,952	\$ 4,620,887	\$ 7,505,097	
25	2047	\$ 14,802	\$ 3,171,026	\$ 14,371	\$ 4,713,166	\$ 7,730,250	
26	2048	\$ 15,246	\$ 3,234,310	\$ 14,802	\$ 4,807,285	\$ 7,962,158	
27	2049	\$ 15,703	\$ 3,298,854	\$ 15,246	\$ 4,903,283	\$ 8,201,023	
28	2050	\$ 16,174	\$ 3,364,685	\$ 15,703	\$ 5,001,196	\$ 8,447,053	
29	2051	\$ 16,660	\$ 3,431,828	\$ 16,174	\$ 5,101,063	\$ 8,700,465	
30	2052	\$ 17,159	\$ 3,431,329	\$ 16,660	\$ 5,100,578	\$ 8,961,479	
31	2053	\$ 17,674	\$ 3,430,814	\$ 17,159	\$ 5,100,078	\$ 9,230,323	
32	2054	\$ 18,204	\$ 3,499,264	\$ 17,674	\$ 5,201,908	\$ 9,507,233	
33	2055	\$ 18,751	\$ 3,569,078	\$ 18,204	\$ 5,305,769	\$ 9,792,450	
34	2056	\$ 19,313	\$ 3,640,283	\$ 18,751	\$ 5,411,703	\$ 10,086,223	
35	2057	\$ 19,893	\$ 3,712,907	\$ 19,313	\$ 5,519,749	\$ 10,388,810	
36	2058	\$ 20,489	\$ 3,786,977	\$ 19,893	\$ 5,468,957	\$ 10,700,474	
Total		\$ 453,466	\$ 91,956,163	\$ 432,976	\$ 135,869,385	\$ 224,271,597	\$ 19,258,221

Footnotes:

(1) City obligated to provide an economic development grant for Mobberly and Creekview equivalent to 55% TIRZ Participation Rate. Additional 15% to be used for other projects.

(2) Municipal Services costs shall be determined on an annual basis, based on available funds.

(3) Public Safety Facility estimated at 20 year bond term, at 5% interest and \$12m in Principal.

EXHIBIT E – FEASIBILITY STUDY

Reinvestment Zone Number Two, City of Pilot Point Feasibility Study

Zone Year	Calendar Year	Growth/ Year ¹	Added Development Value ²	New Taxable Value	Incremental Value	City				
						TIRZ Fund Contribution			Retained Revenue	
						%	Annual	Cumulative	Annual	Cumulative
Base	2022									
1	2023	2%	66,428,000	66,428,000	66,428,000	70%	-	-	-	-
2	2024	2%	202,816,800	270,573,360	270,573,360	70%	294,162	294,162	128,493	128,493
3	2025	2%	161,542,908	437,527,735	437,527,735	70%	1,198,175	1,492,336	523,375	651,868
4	2026	2%	179,223,174	625,501,464	625,501,464	70%	1,937,495	3,429,832	846,319	1,498,187
5	2027	2%	183,532,867	821,544,361	821,544,361	70%	2,769,896	6,199,727	1,209,920	2,708,107
6	2028	2%	187,203,525	1,025,178,773	1,025,178,773	70%	3,638,028	9,837,756	1,589,130	4,297,237
7	2029	2%	201,402,887	1,247,085,235	1,247,085,235	70%	4,539,779	14,377,534	1,983,024	6,280,261
8	2030	2%	208,968,897	1,480,995,837	1,480,995,837	70%	5,522,443	19,899,977	2,412,262	8,692,523
9	2031	0%	198,059,829	1,679,055,665	1,679,055,665	70%	6,558,264	26,458,241	2,864,720	11,557,242
10	2032	0%	103,927,336	1,782,983,001	1,782,983,001	70%	7,435,329	33,893,570	3,247,831	14,805,073
11	2033	2%	-	1,818,642,661	1,818,642,661	70%	7,895,548	41,789,118	3,448,860	18,253,933
12	2034	2%	-	1,855,015,514	1,855,015,514	70%	8,053,459	49,842,577	3,517,837	21,771,770
13	2035	2%	-	1,892,115,825	1,892,115,825	70%	8,214,528	58,057,105	3,588,194	25,359,963
14	2036	2%	-	1,929,958,141	1,929,958,141	70%	8,378,819	66,435,924	3,659,957	29,019,921
15	2037	2%	-	1,968,557,304	1,968,557,304	70%	8,546,395	74,982,319	3,733,157	32,753,078
16	2038	2%	-	2,007,928,450	2,007,928,450	70%	8,717,323	83,699,642	3,807,820	36,560,897
17	2039	2%	-	2,048,087,019	2,048,087,019	70%	8,891,669	92,591,311	3,883,976	40,444,874
18	2040	2%	-	2,089,048,760	2,089,048,760	70%	9,069,503	101,660,814	3,961,656	44,406,529
19	2041	0%	-	2,089,048,760	2,089,048,760	70%	9,250,893	110,911,707	4,040,889	48,447,418
20	2042	0%	-	2,089,048,760	2,089,048,760	70%	9,250,893	120,162,599	4,040,889	52,488,307
21	2043	2%	-	2,130,829,735	2,130,829,735	70%	9,250,893	129,413,492	4,040,889	56,529,196
22	2044	2%	-	2,173,446,329	2,173,446,329	70%	9,435,911	138,849,403	4,121,707	60,650,902
23	2045	2%	-	2,216,915,256	2,216,915,256	70%	9,624,629	148,474,032	4,204,141	64,855,043
24	2046	2%	-	2,261,253,561	2,261,253,561	70%	9,817,121	158,291,153	4,288,224	69,143,266
25	2047	2%	-	2,306,478,632	2,306,478,632	70%	10,013,464	168,304,617	4,373,988	73,517,254
26	2048	2%	-	2,352,608,205	2,352,608,205	70%	10,213,733	178,518,350	4,461,468	77,978,722
27	2049	2%	-	2,399,660,369	2,399,660,369	70%	10,418,008	188,936,358	4,550,697	82,529,419
28	2050	2%	-	2,447,653,576	2,447,653,576	70%	10,626,368	199,562,726	4,641,711	87,171,130
29	2051	0%	-	2,447,653,576	2,447,653,576	70%	10,838,895	210,401,622	4,734,545	91,905,676
30	2052	0%	-	2,447,653,576	2,447,653,576	70%	10,838,895	221,240,517	4,734,545	96,640,221
31	2053	2%	-	2,496,606,648	2,496,606,648	70%	10,838,895	232,079,412	4,734,545	101,374,766
32	2054	2%	-	2,546,538,781	2,546,538,781	70%	11,055,673	243,135,086	4,829,236	106,204,002
33	2055	2%	-	2,597,469,557	2,597,469,557	70%	11,276,787	254,411,873	4,925,821	111,129,823
34	2056	2%	-	2,649,418,948	2,649,418,948	70%	11,502,322	265,914,195	5,024,337	116,154,160
35	2057	2%	-	2,702,407,327	2,702,407,327	70%	11,732,369	277,646,564	5,124,824	121,278,985
36	2058	2%	-	2,756,455,473	2,756,455,473	70%	11,967,016	289,613,580	5,227,321	126,506,305
			1,693,106,223				289,613,580		126,506,305	

Assumptions

Base Taxable Value² \$ -
City AV Rate 0.636260

Footnotes

- 1) Values increased at 2% annually with two years of no growth each decade to simulate an economic downturn.
- 2) Base Taxable Value is subject to confirmation by Appraisal District.

EXHIBIT F – MAP OF THE PUBLIC IMPROVEMENTS

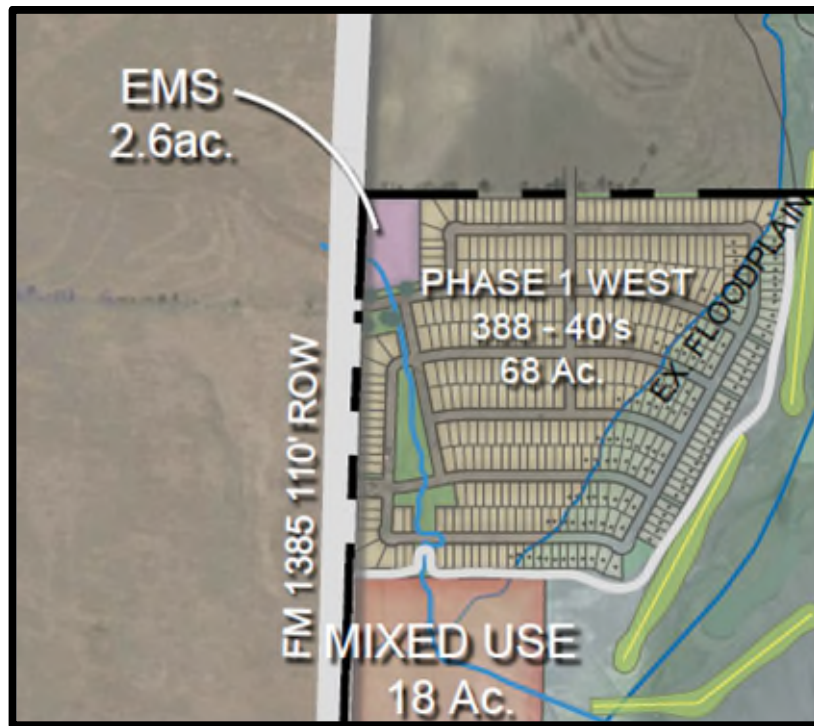
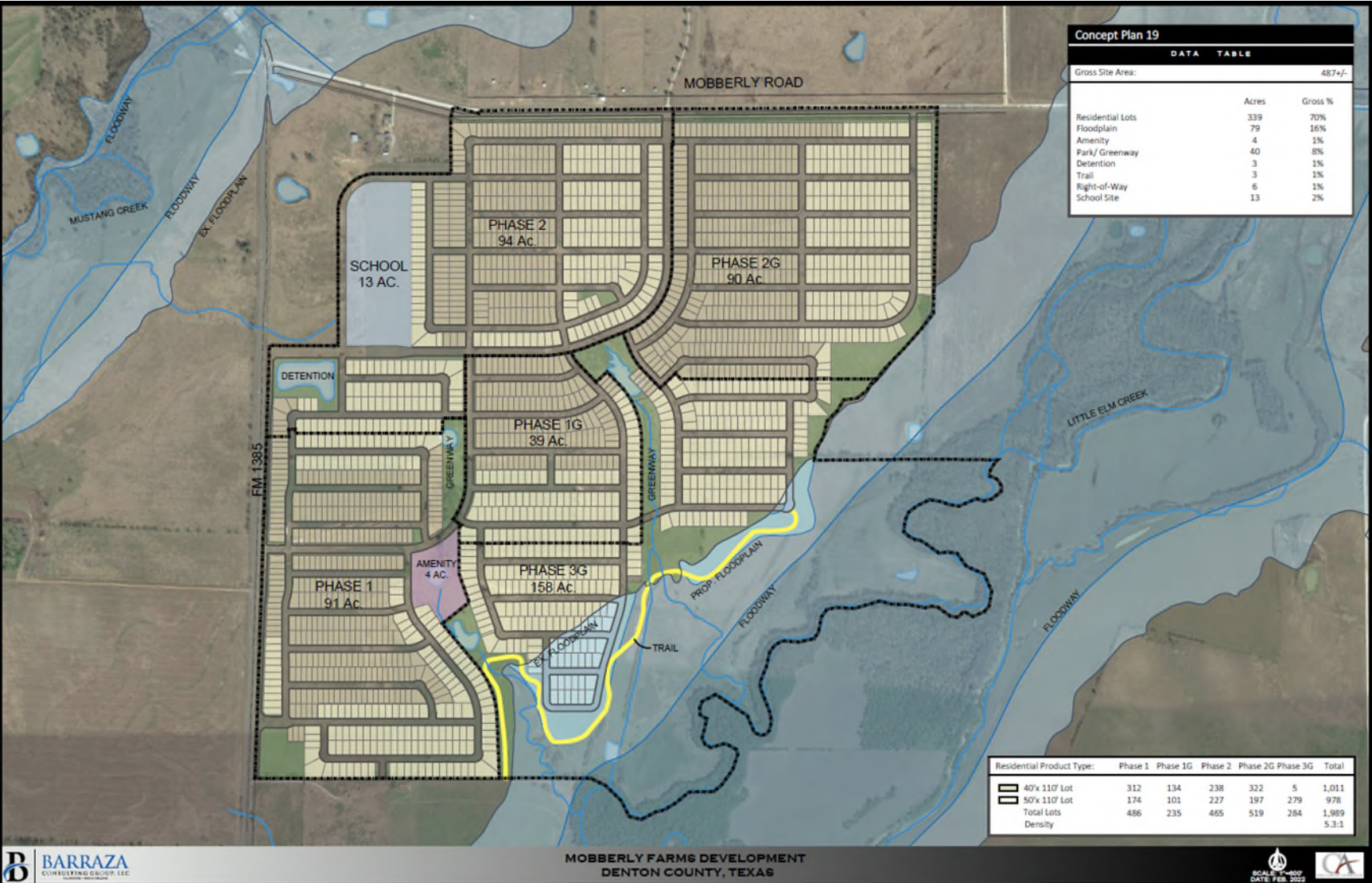


EXHIBIT G – PROPOSED USES OF THE PROPERTY



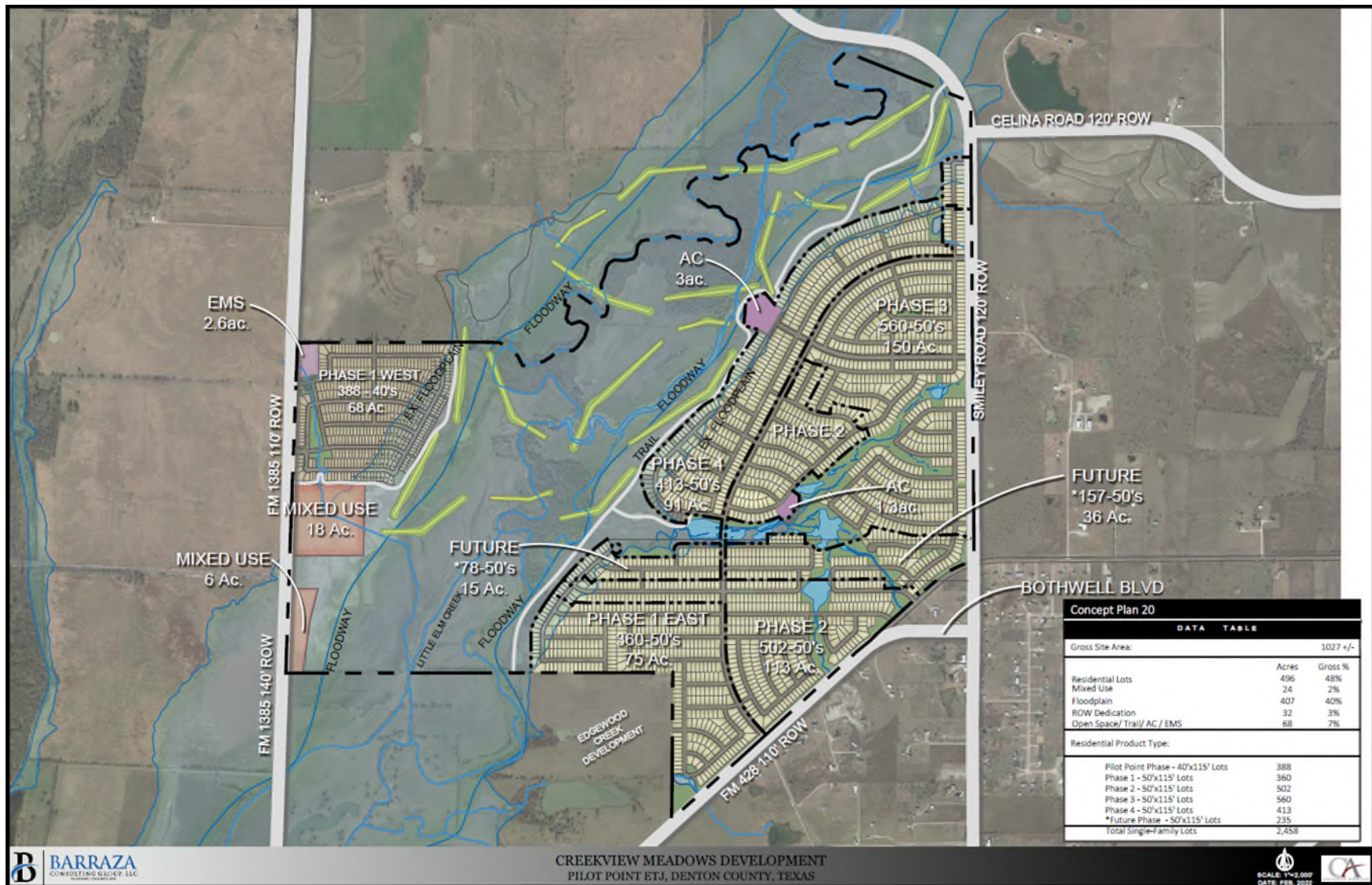


EXHIBIT H – PARCEL IDENTIFICATION

Property ID	Acreage
43114	23.00
43268	1.60
98917	0.53
43393	13.79
636407	4.82
43143	2.37
43077	6.98
636405	10.00
294254	11.15
43132	3.25
43264	49.23
729891	27.00
729887	26.17
729889	10.85
729892	0.37
43135	4.96
636406	2.50
207134	125.93
636408	2.68
43259	48.14
78618	11.00
43108	75.20
294251	39.01
729885	35.00
52858	23.15
43147	139.28
52868	102.47
52864	173.10
52859	173.41
52856	24.41
43127	90.14
52844	68.00
52878	188.43
84806	27.98
65857	6.76

APPENDIX G
THE DEVELOPMENTS

(this page intentionally left blank)

THE DEVELOPMENTS

The following information has been provided by the Developers (herein defined). Certain of the following information is beyond the direct knowledge of the Authority and the Placement Agent, and none of the Authority or the Placement Agent have any way of guaranteeing the accuracy of such information. The Developers have reviewed this Appendix and warrant and represent that the information herein does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading.

The Thunder Rock Development

Overview

“Thunder Rock Zone” is a proposed approximately 1,073.84-acre mixed use development (the “Thunder Rock Development”) project situated at the northwest corner of the junction of Highway 71 and Highway 281 (roughly 37 miles northwest of Downtown Austin), located in the corporate limits of the City of Marble Falls, Texas. The City of Marble Falls is located in Burnet County, Texas, northwest of Austin, Texas. Most residents of the Marble Falls ISD (57%) commute more than 25 miles to work and most work in Central Austin or Round Rock. However, about 29% of residents do work within 10-miles of the Thunder Rock Development (Marble Falls, Horseshoe Bay, etc.). The City of Marble Falls is located in the northwestern region of the Austin-Round Rock, Texas Metropolitan Statistical Area (the “Austin-Round Rock MSA”), and is poised for significant growth as the overall Austin-Round Rock MSA continues its growth trajectory.

The land within the Thunder Rock Development is owned by MM Marble Falls 1070, LLC (the “Thunder Rock Developer”), which is an affiliate of Centurion American Custom Homes Inc. d/b/a Centurion American Development Group Inc. (“Centurion”). The Thunder Rock Development is located within Marble Falls Independent School District.

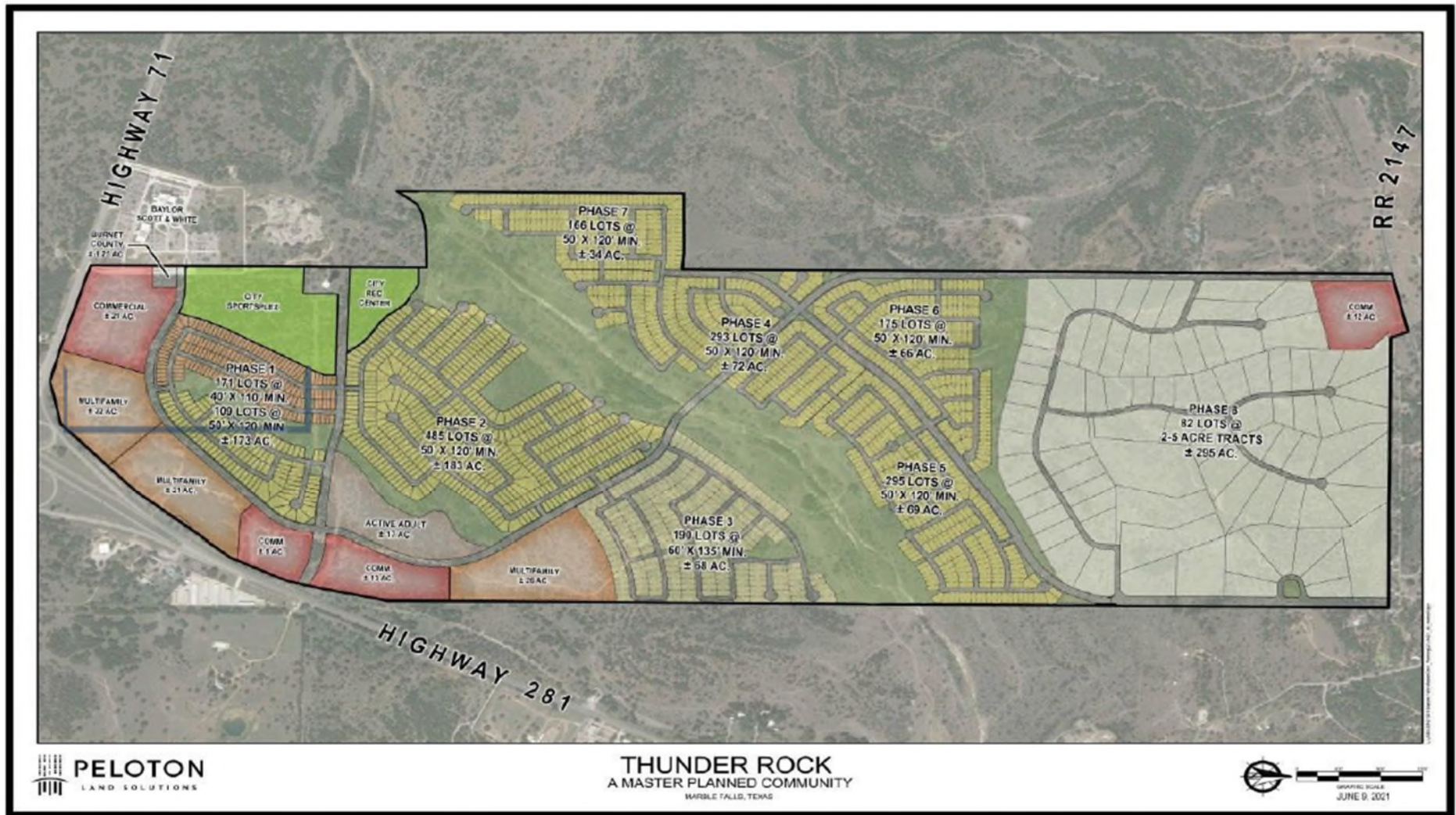
Development Plan

The Thunder Rock Developer expects to promote the development and redevelopment in the Thunder Rock Zone through the use of tax increment financing (the “Thunder Rock Project”). The Thunder Rock Development contain a total of 2,036 lots, 764 of which were or will be purchased by D.R. Horton and Lennar. The remaining 1,272 lots are still owned by the Thunder Rock Developer. Of those purchased by D.R. Horton and Lennar, it is estimated (based on a review of public records) that 168 have been sold and delivered to homebuyers as of August 1, 2024. In addition to the single-family lots, the Thunder Rock Development will include 924 apartment units and 204,000 square feet of commercial/retail space. For the apartments, 367 units are under construction and nearing completion (known as the Prose at Thunder Rock). Two other projects (240 units and 317 units) are planned. In total, it is expected that the Thunder Rock Development to be completely built-out by 2038 and support a total valuation of \$1.4 billion (nearly 80% of value in-place by 2034). Of the 1,073.84 acres in the Thunder Rock Development, 55 acres are allocated towards commercial uses.

Pursuant to the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended (the “Texas Act”), the City Council of the City of Marble Falls, Texas, created, by Ordinance No. 2020-O-09A, dated September 15, 2020, Reinvestment Zone Number Two, City of Marble Falls, Texas (the “Thunder Rock Zone”), to promote the development and redevelopment in the Thunder Rock Zone through the use of tax increment financing (the “Thunder Rock Project”).

Concept Plan

Below is the current concept plan of the Thunder Rock Development as approved by the City of Marble Falls. The concept plan is conceptual and subject to change consistent with the City of Marble Falls’ zoning and subdivision regulations.



Anticipated TIRZ Grant Revenue - Thunder Rock Project¹²

Period	Date	Home Starts	Incremental AV	Available TIRZ Grant	TIRZ Grant to Developer
1	10/15/25	156	216,886,878	580,595	580,595
2	10/15/26	122	264,713,372	709,726	709,726
3	10/15/27	171	338,038,918	907,705	907,705
4	10/15/28	174	418,263,835	1,124,312	1,124,312
5	10/15/29	172	584,401,310	1,572,884	1,572,884
6	10/15/30	150	667,685,046	1,797,750	1,797,750
7	10/15/31	165	761,336,292	2,050,608	2,050,608
8	10/15/32	165	858,044,795	2,311,721	2,311,721
9	10/15/33	163	950,931,524	2,562,515	2,562,515
10	10/15/34	106	1,031,830,975	2,780,944	2,780,944
11	10/15/35	104	1,111,584,331	2,996,278	2,996,278
12	10/15/36	90	1,189,272,410	3,206,036	3,206,036
13	10/15/37	90	1,268,918,077	3,421,079	3,421,079
14	10/15/38	90	1,344,546,444	3,625,275	3,625,275
15	10/15/39	42	1,400,342,397	3,775,924	3,775,924
16	10/15/40	-	1,442,368,329	3,889,394	3,889,394
17	10/15/41	-	1,485,653,953	4,006,266	4,006,266
18	10/15/42	-	1,530,238,118	4,126,643	4,126,643
19	10/15/43	-	1,576,160,794	4,250,634	4,250,634
20	10/15/44	-	1,623,461,018	4,378,345	4,378,345
21	10/15/45	-	1,672,181,071	4,509,889	4,509,889
22	10/15/46	-	1,722,362,379	4,645,378	4,645,378
23	10/15/47	-	1,774,047,613	4,784,929	4,784,929
24	10/15/48	-	1,827,284,809	4,928,669	4,928,669
25	10/15/49	-	1,882,119,249	5,076,722	5,076,722
26	10/15/50	-	1,938,597,558	5,229,213	5,229,213
27	10/15/51	-	1,996,769,809	5,386,278	5,386,278
28	10/15/52	-	2,056,687,510	5,548,056	5,548,056
29	10/15/53	-	2,118,403,675	5,714,690	5,590,221
30	10/15/54	-	2,181,970,764	5,886,321	-
Total		1,960	39,235,103,253	105,784,779	99,773,989

Merchant Builder Lot Purchase and Sale Agreements

The Thunder Rock Developer has entered into lot purchase and sale agreements for a total of 764 lots in the Thunder Rock Development, including all 280 lots in Improvement Area #1. Further, Lennar (as defined herein) has a right of first refusal for all remaining 50' lots not under contract in the Thunder Rock Development as outlined below under "—Lennar Right of First Refusal on Remaining 50' Lots in the Thunder Rock Development".

The Thunder Rock Developer has entered into a Contract of Sale (the "Lennar PSA") with Lennar Homes of Texas Land and Construction, Ltd. ("Lennar"). Under the Lennar PSA, Lennar is purchasing 382 lots located within the first and second phases of the Development at the base lot prices and under the takedown terms shown below. Each lot sold under the Lennar PSA includes a \$2,000 amenity fee and a \$500 marketing fee to be delivered for each lot when it is taken down at a closing. The base lot prices shown in the table below will increase at a rate of six percent (6%) per annum from the date after the initial closing of the respective phase in which the lots are located. Lennar has deposited \$4,300,000 in earnest money (the "Lennar Earnest Money") under the Lennar PSA. The due diligence period under the Lennar PSA expired on June 24, 2021, and all Lennar Earnest Money is hard and non-refundable. Once released, the Lennar Earnest Money will be secured by a second lien deed of trust covering the lots that are the subject of the Lennar PSA. Under the Lennar PSA, the Thunder Rock Developer and Lennar have agreed that (i) the maximum assessment to be levied on the 40' lots is \$20,000 and the maximum annual payment to be made for the assessments

¹ Based on tax rate of 0.5400 and TIRZ participation of 50%.

² In addition to single family homes, anticipated TIRZ grant revenue includes commercial acreage and MF/SR units.

is \$1,525 and (ii) the maximum assessment to be levied on the 50' lots is \$25,000 and the maximum annual payment to be made for the assessments is \$1,890.

In addition to the Lennar PSA, the Thunder Rock Developer has entered into a Contract of Sale (the "Horton PSA") with Continental Homes of Texas, Inc., an affiliate of D.R. Horton ("Horton") for 382 lots in the Thunder Rock Development at the base lot prices and under the take down terms described below. The base lot price under the Horton PSA is subject to a 6% annual escalator. In addition to the base lot price of the lots under the Horton PSA, Horton will pay a \$2,000 amenity fee, and a \$500 marketing fee to be delivered for each lot when it is taken down at a closing. Pursuant to the terms of the Horton PSA, Horton has deposited \$4,300,000 in earnest money (the "Horton Earnest Money") under the Horton PSA. The due diligence period under the Horton PSA expired on June 25, 2021, and all Horton Earnest Money is hard and non-refundable. Upon the release of the Horton Earnest Money, the Thunder Rock Developer shall execute a second lien earnest money deed of trust in favor of Horton, which deed of trust shall grant Horton a second lien on all property comprising the single-family lots under contract by Horton in the Thunder Rock Development. Under the Horton PSA, the Thunder Rock Developer and Horton have agreed that (i) the maximum assessment to be levied on the 40' lots is \$20,000 and the maximum annual payment to be made for the assessments is \$1,525 and (ii) the maximum assessment to be levied on the 50' lots is \$25,000 and the maximum annual payment to be made for the assessments is \$1,890.

The following table provides a summary of the lot types, total lots, base lot prices, and the takedown schedule for the Lennar PSA and the Horton PSA.

<u>Improvement Area</u>	<u>Builder</u>	<u>Lot Size</u>	<u>Total Lots Purchased</u>	<u>Base price per lot</u>	<u>Lots per Takedown</u>
1	Lennar	40'	86	\$48,000	Phase 1 Initial Closing: (i) 8 x 40' lots and (ii) 12 x 50' lots Second Closing, 120 days after Initial Closing: (i) 8 x 40' lots and (ii) 12 x 50' lots Each Subsequent Quarter after Second Closing: (i) 8 x 40' lots and (ii) 12 x 50' lots
		50'	54	\$60,000	<i>In the event there are not enough 40' Lots or 50' Lots left in Phase 1, Lennar shall purchase an amount of the other type of Lots to ensure a minimum of twenty (20) lots are purchased during each such 90-day period.</i>
	Horton	40'	86	\$48,000	Phase 1 Initial Closing: (i) 8 x 40' lots and (ii) 12 x 50' lots Second Closing, 120 days after Initial Closing: (i)
		50'	54	\$60,000	8 x 40' lots and (ii) 12 x 50' lots Each Subsequent Quarter after Second Closing: (i) 8 x 40' lots and (ii) 12 x 50' lots <i>In the event there are not enough 40' Lots or 50' Lots left in Phase 1, Horton shall purchase an amount of the other type of Lots to ensure a minimum of twenty (20) lots are purchased during each such 90-day period.</i>
Major	Lennar	50'	242	\$62,500	Phase 2 Initial Closing: 18 lots Second Closing, 120 days after Initial Closing: 18 lots Each Subsequent Quarter after Second Closing: 18 lots

Improvement Area (Phase 2)	Horton	50'	242	\$62,500	Phase 2 Initial Closing: 18 lots Second Closing, 120 days after Initial Closing: 18 lots Each Subsequent Quarter after Second Closing: 18 lots
Total			764		

⁽¹⁾ The current total (i) 40' lots under contract in Improvement Area #1 is 172 and (ii) 50' lots in Improvement Area #1 is 108. It is expected that there will be 171 40' lots and 109 50' lots in Improvement Area #1. Accordingly, the Thunder Rock Developer expects to enter into an amendment with Lennar to provide that Lennar will purchase 85 40' lots and 55 50' lots.

Lennar Right of First Refusal on Remaining 50' Lots in the Thunder Rock Development

In addition to the above lots under contract with Lennar, Lennar holds a right of first refusal for a period of ten years following the last scheduled closing under the Lennar PSA on all remaining 50' single family lots in the Major Improvement Area.

Expected Build-Out of Single-Family Development

The Thunder Rock Developer expects to complete the Development in eight phases over a ten-year period. The following tables provide the Thunder Rock Developer's expected build-out schedule of the Development and absorption schedule by single family lot type for the Thunder Rock Development.

EXPECTED SINGLE FAMILY BUILDOUT OF THE THUNDER ROCK DEVELOPMENT					
<u>Improvement Area</u>	<u>Phase</u>	<u>Single-Family Lots</u>	<u>Expected Start of Internal Infrastructure</u>	<u>Expected Internal Infrastructure Completion Date</u>	<u>Expected Final Sale Date</u>
1	1	280	Q3 2021	Q3 2022	Q1 2024
Major Improvement Area	2	485	Q1 2023	Q1 2025	Q3 2026
	3	190	Q1 2024	Q4 2024	Q1 2027
	4	293	Q3 2025	Q3 2026	Q4 2028
	5	295	Q2 2028	Q1 2029	Q2 2031
	6	175	Q2 2030	Q1 2031	Q3 2032
	7	166	Q3 2031	Q2 2032	Q4 2033
	8	82	Q3 2025	Q4 2026	Q4 2029
Total		1,966			

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Estimated Home Prices in the Development

The Thunder Rock Developer's current expectations regarding estimated home prices in the Thunder Rock Development are as follows:

ESTIMATED HOME PRICES					
<u>Improvement Area</u>	<u>Phase</u>	<u>Full Lot Size (Width in Ft.)</u>	<u>Quantity</u>	<u>Base Lot Price</u>	<u>Average Base Home Price*</u>
1	1	40'	171	\$48,000	\$219,000
	1	50'	109	\$60,000	\$273,750
Major Improvement Area	2	50'	485	\$62,500	\$273,750
	3	60'	190	\$72,000	\$328,500
	4	50'	293	\$62,500	\$273,750
	5	50'	295	\$65,000	\$273,750
	6	50'	175	\$66,500	\$273,750
	7	50'	166	\$66,500	\$273,750
	8	Ranchette	82	\$125,000	\$562,500

* Thunder Rock Developer estimates

EXPECTED ABSORPTION OF SINGLE-FAMILY LOTS IN IMPROVEMENT AREA #1 OF THE THUNDER ROCK DEVELOPMENT

Phase 1 (Improvement Area #1)	
<u>Expected Final Sale Date</u>	<u>Total Lots</u>
Q4 2022	40
Q1-Q4 2023	160
Q1 2024	80

EXPECTED ABSORPTION OF SINGLE-FAMILY LOTS IN THE MAJOR IMPROVEMENT AREA OF THE THUNDER ROCK DEVELOPMENT

Phase 2 (Major Improvement Area)		Phase 3 (Major Improvement Area)	
<u>Expected Final Sale Date</u>	<u>Total Lots</u>	<u>Expected Final Sale Date</u>	<u>Total Lots</u>
Q3-Q4 2023	72	Q4 2024	20
Q1-Q4 2024	144	Q1-Q4 2025	80
Q1-Q4 2025	144	Q1-Q4 2026	80
Q1-Q3 2026	125	Q1 2027	10

Phase 4 (Major Improvement Area)		Phase 5 (Major Improvement Area)		Phase 6 (Major Improvement Area)	
<u>Expected Final Sale Date</u>	<u>Total Lots</u>	<u>Expected Final Sale Date</u>	<u>Total Lots</u>	<u>Expected Final Sale Date</u>	<u>Total Lots</u>
Q3-Q4 2026	60	Q1-Q4 2029	120	Q1-Q4 2031	120
Q1-Q4 2027	120	Q1-Q4 2030	120	Q1-Q3 2032	55
Q1-Q4 2028	113	Q1-Q2 2031	55		

Phase 7 (Major Improvement Area)		Phase 8 (Major Improvement Area)	
<u>Expected Final Sale Date</u>	Total Lots	<u>Expected Final Sale Date</u>	Total Lots
Q3-Q4 2032	72	Q2-Q4 2026	14
Q1-Q4 2033	94	Q1-Q4 2027	24
		Q1-Q4 2028	24
		Q1-Q4 2029	20

Expected Commercial Development in the Thunder Rock Development

It is currently expected that commercial development in the Development will surpass the Development Agreement's requirement of 75,000 square feet of commercial uses and consist of 204,000 square feet of commercial uses, approximately 119,000 square feet of which is located in Improvement Area #1. The commercial uses may include office, hotel, restaurant, retail, or grocery. The Thunder Rock Developer has not entered into any contracts relating to the commercial portions of the Development. Commercial development in the Thunder Rock Development is expected to begin in Q4 2022.

Expected Multifamily Development in the Thunder Rock Development

It is currently expected that multifamily development in the Development will consist of approximately 924 multifamily units, approximately 607 of which are expected to be located in Improvement Area #1 and 317 of which are expected to be located in the Major Improvement Area. The Thunder Rock Developer has not entered into any contracts relating to the multifamily portions of the Development. Multifamily development in the Thunder Rock Development is expected to begin in Q4 2022.

Zoning

Development in the Thunder Rock Zone was zoned a Planned Development District pursuant to Ordinance No. 2020-O12A approved on December 1, 2020. It is not anticipated there will be any changes to the City of Marble Falls zoning ordinance, master plan, building codes, subdivision rules and regulation or other municipal ordinances as a result of the Thunder Rock Zone.

Amenities

The Thunder Rock Developer expects to construct an amenity site, a walking trail, and open space. The amenity site is anticipated to consist of a clubhouse, dog park, fitness center, playground, pool., and walking trail.

Education

Children in the Thunder Rock Development will attend schools in the Marble Falls Independent School District ("MISD") which encompasses approximately 268 square miles. MISD serves 9 communities including the City of Marble Falls. MISD enrolls over 4,000 students in one high school, one alternative high school, one middle school, and 4 elementary schools. Children in the Thunder Rock Development will attend Spicewood Elementary School, Marble Falls Middle School and Marble Falls High School. According to the Texas Education Agency ("TEA"), MISD received a "B" rating, while Spicewood Elementary received an accountability rating of "A" from the TEA, Marble Falls Middle School received an accountability rating of "C" from the TEA, and Marble Falls High School received an accountability rating of "B" from the TEA.

Environmental

BP Marble Falls Property. A Phase One Environmental Site Assessment (a "Phase One ESA") of the BP Marble Falls Property and the City Tract was prepared by Frost GeoSciences for Beach Point Capital Management, LP on August 1, 2017, and was provided in connection with the purchase of the BP Marble Falls Property pursuant to a contract with Centurion American Acquisitions ("CA Acquisitions"), an affiliate of the Thunder Rock Developer, who assigned their purchase contract to the Developer. Based on the information presented in the Phase One ESA, the assessment revealed no evidence of on-site or off-site Recognized Environmental Conditions (RECs) in connection with the BP Marble Falls Property. No further environmental assessment was recommended at that time. CA Acquisitions obtained a Reliance Letter from Frost GeoSciences for the BP Marble Falls Property.

Offield Property. A Phase One ESA of the Offield Property was prepared by Frost GeoSciences for CA Acquisitions on August 20, 2020. Based on the information presented in the Phase One ESA, the assessment revealed no evidence of on-site or off-site Recognized Environmental Conditions (RECs) in connection with the Offield Property. No further environmental assessment was recommended at that time.

According to the website for the United States Fish and Wildlife Service, the whooping crane and the golden cheeked warbler are endangered species in Burnet County. The Thunder Rock Developer is not aware of any endangered species located on Thunder Rock Zone area.

Flood Designation

The Thunder Rock Development is included on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) 48053C0595F, revised on March 15, 2012, Panel 595 of 725 (the "FIRM Map"). The special flood hazard area as defined by the FIRM Map is the area subject to flooding by the 1% annual chance flood. The majority of the District is located in Zone X (unshaded), which is not designated a special flood hazard area according to FIRM Map. According to the FIRM Map legend, Zone X unshaded is defined as areas determined to be outside the 0.2% annual chance floodplain. However, an approximately 58.43 acre portion of the property, the areas along the Little Flatrock Creek, crossing the central portion of the District are located in special flood hazard areas subject to inundation by the 100-year flood, defined as Zone A. Special flood hazard area Zone A is defined as areas within the Special Flood Hazard Area where no base flood elevations have been determined. Mandatory flood insurance purchase requirements apply in areas designated as Zone A.

Utilities

The City of Marble Falls will provide both water and wastewater service to the Thunder Rock Development. The City of Marble Falls processes its own drinking water, in its water treatment plant. The Thunder Rock Developer expects additional utilities to be provided by: (1) Phone/Data - Spectrum, AT&T, or Frontier; (2) Electric - Pedernales Electric; (3) Cable - Spectrum, AT&T, or Frontier; and (4) Natural Gas - Texas Gas.

During the arctic freeze event in February 2021, the elevated storage tank maintained by the City of Marble Falls and to be utilized to serve the development began leaking from the floor of the tank. After the event, the tank was cleaned and inspected and it was determined that the leaking was a result of pitting in the tank. The City of Marble Falls is in the process of making needed repairs to all pitting locations via welded plates and a full recoating of the tank. Additionally, there was supplementary damage from ice caused by the leaking that is also being repaired. Repairs are anticipated to be done by the end of 3Q 2021 and are not expect to affect service of the development.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The Legacy Hills Development

Overview

“Legacy Hills Zone” is a proposed approximately 3,132.302-acre master planned residential community (the “Legacy Hills Development”) project located in the City of Celina, Texas. The City of Celina is located in Collin County, Texas, north of Dallas, Texas. Many residents commute south to Dallas, Denton, Plano and Frisco for various types of employment. The City of Celina is located in the northern region of the Dallas-Fort Worth-Arlington, Texas Metropolitan Statistical Area (the “DFW MSA”), and is poised for significant growth as the overall DFW MSA continues its growth trajectory.

The land within the Legacy Hills Development is owned by MM Celina 3200, LLC, a Texas limited liability company (the “Legacy Hills Developer”), which is an affiliate of Centurion American Custom Homes Inc. d/b/a Centurion American Development Group Inc. (“Centurion”). The Legacy Hills Developer develops infrastructure and community improvements (amenities, parks, trails, etc.) and sells residential lots to high-quality production homebuilders under lot takedown contracts. The Legacy Hills Development will include a variety of hike and bike trails, ponds, multiple amenity centers and open space areas for its residents and others to enjoy. This combination will provide its residents a community environment in which to live. The Legacy Hills Development is located within Celina Independent School District.

Development Plan

The Legacy Hills Developer expects to promote the development and redevelopment in the Legacy Hills Zone through the use of tax increment financing (the “Legacy Hills Project”). The Legacy Hills Development contains a total of 6,882 lots, spread across 40’, 50’, 60’ and 65’ wide lots. The community will offer an extensive amenity package, including three “regional” amenity centers and five standard amenity centers. Amenities will include pools, sports courts/fields, various playgrounds, two-miles of recreational trails, ponds, and parks. The current concept plan also dedicates space to a future championship golf course and two elementary schools. As of July 2024, horizontal development of lots has already begun. Based upon the proposed lot sizes and builders, base prices for the Legacy Hills Development range from \$362,454 to \$648,097.

Pursuant to the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended (the “Texas Act”), the City Council of the City of Celina, Texas, created, by Ordinance No. 2021-74, dated September 14, 2021, Reinvestment Zone Number Thirteen, City of Celina, Texas (the “Legacy Hills Zone”), to promote the development and redevelopment in the Legacy Hills Zone through the use of tax increment financing (the “Legacy Hills Project”), to promote the development and redevelopment in the Legacy Hills Zone through the use of tax increment financing (the “Legacy Hills Project”).

A portion of the land containing single-family residential homes is expected to be owned and developed as discrete “pods” by the Builder Pod Developers, which are regional and national homebuilders, including Ashton Woods, Beazer Homes, First Texas Homes, Lennar Homes, and Mattamy Homes. The Builder Pod Developers will complete lots and construct homes on their respective land within the Legacy Hills Development. Such pods are expected to be developed in phases. Commercial and multifamily development in the Legacy Hills Development is expected to occur at a later date, in connection with sufficient single-family development and the development of the Dallas North Tollway extension abutting the commercial and multi-family zoned land.

Development in the Legacy Hills Development will begin with the construction of the Major Improvements and certain Local Improvements. The Legacy Hills Developer is responsible for construction of Major Improvements, construction of which is expected to begin Q1 2022 and is expected to be completed in Q3 2023. Local Improvements in the Development are expected to be completed in phases (i) by the Pod Developers in portions of the Development located outside the City PID and

(ii) by the City PID Developers within the City PID. The Major Improvements and the Local Improvements will be conveyed to the Legacy Hills Development for subsequent conveyance to the City and constructed in accordance with City standards.

The single-family lot development in the Legacy Hills Development to be located in the City PID is expected to be completed by MM Celina 294 and MM Celina 40, which will develop single-family lots for sale to homebuilders (M/I Homes and D.R. Horton) on a takedown basis. Development of Local Improvements in the City PID will begin with the Phase #1A-1B Improvements. Construction of the Phase #1A-1B Improvements is expected to begin in Q2 2022 and be completed in Q3 2023. Proceeds of the Bonds will pay for a portion of the Phase #1A-1B Improvements. See "SOURCES AND USES OF FUNDS."

Concept Plan

Below is the current concept plan of the Legacy Hills Development as approved by the City of Celina. The concept plan is conceptual and subject to change consistent with the City of Celina's zoning and subdivision regulations.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



Anticipated TIRZ Grant Revenue - Legacy Hills Project³

Period	Date	Home Starts	Incremental AV	Available TIRZ Grant	TIRZ Grant to Developer
1	10/15/25	18	253,671,989	243,672	243,672
2	10/15/26	450	520,945,734	510,946	510,946
3	10/15/27	695	878,852,122	868,852	868,852
4	10/15/28	737	1,263,000,217	1,253,000	1,253,000
5	10/15/29	661	1,638,879,041	1,628,879	1,628,879
6	10/15/30	607	2,020,254,866	2,010,255	2,010,255
7	10/15/31	648	2,424,050,470	2,414,050	2,414,050
8	10/15/32	576	2,813,092,720	2,803,093	2,803,093
9	10/15/33	538	3,191,266,660	3,181,267	3,181,267
10	10/15/34	443	3,543,469,567	3,533,470	3,533,470
11	10/15/35	400	3,886,212,859	3,876,213	3,876,213
12	10/15/36	352	4,215,170,541	4,205,171	4,205,171
13	10/15/37	310	4,523,191,009	4,513,191	4,513,191
14	10/15/38	242	4,792,046,332	4,782,046	4,782,046
15	10/15/39	132	5,008,019,917	4,998,020	4,998,020
16	10/15/40	73	5,191,284,179	5,181,284	5,181,284
17	10/15/41	-	5,347,031,822	5,337,032	5,337,032
18	10/15/42	-	5,507,451,930	5,497,452	5,497,452
19	10/15/43	-	5,672,684,621	5,662,685	5,662,685
20	10/15/44	-	5,842,874,278	5,832,874	5,832,874
21	10/15/45	-	6,018,169,623	6,008,170	6,008,170
22	10/15/46	-	6,198,723,848	6,188,724	6,188,724
23	10/15/47	-	6,384,694,689	6,374,695	6,374,695
24	10/15/48	-	6,576,244,698	6,566,245	6,566,245
25	10/15/49	-	6,773,541,178	6,763,541	6,763,541
26	10/15/50	-	6,976,756,521	6,966,757	6,205,507
27	10/15/51	-	7,186,068,353	7,176,068	-
28	10/15/52	-	7,401,659,528	7,391,660	-
29	10/15/53	-	7,623,718,476	7,613,718	-
30	10/15/54	-	7,852,439,131	7,842,439	-
Total		6,882	137,525,466,920	137,225,467	106,440,332

Lot Purchase and Sale Agreements in the City PID

D.R. Horton and M/I Homes have each contracted to purchase approximately half of the lots to be located on the MMCelina 294 Property. The latest amendments to the Lot Purchase and Sale Agreements provide certain quantities of 40', 50', and 60' lots in Phase #1A, #2 and #3 of the City PID to be sold to D.R. Horton and M/I Homes. Lot counts in such contracts were based on a prior concept plan and such contracts currently do not account for all of the lots in Phase #1A, #2 and #3 of the City PID. It is expected that the Lot Purchase & Sale Agreements with D.R. Horton and M/I Homes will be amended to include all lots as shown on the Concept Plan below, and any subsequent changes thereto. Final lot splits will be determined at platting. D.R. Horton and M/I Homes have each delivered \$4,500,000 in earnest money pursuant to their respective contracts, which earnest money was released and utilized to fund a portion of the purchase price of the MM Celina 294 Property. MM Celina 294 has executed earnest money deeds of trust in favor of D.R. Horton and M/I Homes in connection with the release of such earnest money.

MM Celina 40 has entered into a Lot Purchase and Sale Agreement (the "Dream Finders PSA") with Dream FindersHomes ("Dream Finders") for all lots to be located on the MM Celina 40 Property. The Dream Finders PSA is currently in a thirty-day feasibility period, which feasibility period is expected to end on October 24, 2021 (the "Feasibility Period"). Dream Finders has deposited \$10,000 in initial earnest money pursuant to the Dream Finders PSA. On or prior to the expiration of the Feasibility Period, Dream Finders is required to deposit additional earnest

³ Based on TIRZ participation of 10%.

money of \$240,000 if the Dream Finders PSA is not terminated within the Feasibility Period. Dream Finders is required to deposit additional earnest money in the amount of \$1,750,700 within five business days of Dream Finders' receipt of notice from MM Celina 40 that MM Celina 40 has secured a development loan for Phase #1B. Earnest money delivered by Dream Finders will be released after the close of the Feasibility Period and the execution of an earnest money deed of trust granting Dream Finders a lien on the purchased lots.

The following table provides a summary of the takedown schedule and pricing terms for the Lot Purchase and Sale Agreements:

<u>Homebuilder</u>	<u>Total Lots</u>	<u>Price Per Lot*</u>	<u>Takedown dates and Lots per Takedown</u>
D.R. Horton	Approximately half of the lots in Phases #1A, #2, and 3	<u>Phase #1A</u> 40' – \$54,000 50' – \$67,500 60' – \$81,000 <u>Phase #2</u> 40' – \$58,000 50' – \$72,500 60' – \$87,000 <u>Phase #3</u> 40' – \$62,000 50' – \$77,500 60' – \$93,000	Minimum 25 Lots at Initial Closing; Minimum 25 Lots at or before 120 days after Initial Closing Minimum 25 Lots per quarter
M/I Homes	Approximately half of the lots in Phases #1A, #2, and #3	<u>Phase #1A</u> 40' – \$54,000 50' – \$67,500 60' – \$81,000 <u>Phase #2</u> 40' – \$58,000 50' – \$72,500 60' – \$87,000 <u>Phase #3</u> 40' – \$62,000 50' – \$77,500 60' – \$93,000	Minimum 25 Lots at Initial Closing; Minimum 25 Lots at or before 120 days after Initial Closing Minimum 25 Lots per quarter
Dream Finders Homes	<u>Phase #1B</u> 192 40' lots	<u>Phase #1B</u> 40' – \$54,000	Minimum 25 Lots at Initial Closing; Minimum 25 Lots at or before 120 days after Initial Closing Minimum 25 Lots per quarter

* Excludes annual escalator of 6%.

** Dream Finders PSA is currently for 195 lots but is expected to be amended to reflect the 192 lots in Phase #1B.

Expected Build-Out of Single-Family Development and Home Prices in the City PID

The City PID is expected to contain approximately 1,408 single-family lots which will be developed in phases. MM Celina 294 and MM Celina 40 expect to complete lot development on the MM Celina 294 Property and MM Celina 40 Property in phases as outlined below. MM Celina 294 is the owner of all property in Phase #1A, Phase #2 and Phase #3 of the City PID. MM Celina 40 is the owner of all property in Phase #1B of the City PID.

The Legacy Hills Developer expects to complete the Development of the Major Improvements necessary to serve the City PID by Q3 2023. Lots developed on the MM Celina 294 Property and MM Celina 40 Property will be

sold pursuant to takedown contracts as described under “THE DEVELOPMENT - Lot Purchase and Sale Agreements in the City PID” below. The following table summarizes MM Celina 294 and MM Celina 40’s expectations regarding the completion of each phase of development on their land as well as the projected final sale date for lots to merchant home builders in each phase.

<u>Developer</u>	<u>Subphase</u>	<u>Single-Family Lots</u>	<u>Expected Start of Internal Infrastructure</u>	<u>Expected Internal Infrastructure Completion Date</u>	<u>Expected Final Lot Sale Date</u>
MM Celina 294	1A	421	Q2 2022	Q3 2023	Q3 2025
	2	399	Q1 2025	Q1 2026	Q4 2027
	3	<u>396</u>	Q4 2026	Q4 2027	Q4 2029
	Subtotal	<u>1,216</u>			
MM Celina 40	1B	192	Q2 2022	Q3 2023	Q3 2025
	Subtotal	<u>192</u>			

(REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)

<u>Developer</u>	<u>Subphase</u>	<u>Single-Family Lots</u>	<u>Estimated Base Lot Price</u> *	<u>Estimated Average Base Home Price</u> **
MM Celina 294	1A	421	40': \$54,000 50': \$67,500 60': \$81,000	40': \$275,000 50': \$343,750 60': \$412,500
	2	399	40': \$58,000 50': \$72,500 60': \$87,000	40': \$275,000 50': \$343,750 60': \$412,500
	3	<u>396</u>	40': \$62,000 50': \$77,500 60': \$93,000	40': \$275,000 50': \$343,750 60': \$412,500
	Subtotal	<u>1,216</u>		
MM Celina 40	Phase #1B	192	40': \$54,000	40': \$275,000
	Subtotal	<u>192</u>		

* Based on Lot Purchase and Sale Agreements entered into by MM Celina 294 and MM Celina 40.

** Developer estimates.

The following tables provide the Legacy Hills Developer's expected build-out schedule of the Legacy Hills Development and absorption schedule of lots for the Legacy Hills Development.

<u>Builder</u>	<u>Single-Family Lots</u>	<u>Expected Final Lot Sale Date</u>
Ashton Woods 40'	507	Jan 2025
Ashton Woods 50'	613	Jan 2025
Ashton Woods 60'	203	Jan 2025
Beazer 50'	381	Oct 2024
Beazer 60'	62	Oct 2024
Del Webb 40'	444	Jan 2025
Del Webb 50'	444	Jan 2025
Del Webb 65'	195	Jan 2025
D.R. Horton 40'	432	Apr 2025
D.R. Horton 50'	270	Apr 2025
D.R. Horton 60'	95	Apr 2025
First Texas 50'	355	Jan 2026
First Texas 60'	135	Jan 2026
Lennar 50'	393	Jan 2025
Lennar 60'	77	Jan 2025
Mattamy 40'	184	Jan 2025
Mattamy 50'	330	Jan 2025
Mattamy 60'	69	Jan 2025
M/I Homes 40'	239	Apr 2025
M/I Homes 50'	270	Apr 2025
M/I Homes 60'	96	Apr 2025
Pulte 40'	425	Oct 2024
Pulte 50'	499	Oct 2024
Pulte 60'	164	Oct 2024

EXPECTED ABSORPTION OF LOTS IN THE LEGACY HILLS DEVELOPMENT

Expected Final Sale Date	Total Lots
2024	18
2025	450
2026	695
2027	737
2028	661
2029	607
2030	648
2031	576
2032	538
2033	443
2034	400
2035	352
2036	310
2037	242
2038	132
2039	73
Total	6,882

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Zoning

The Legacy Hills Development is located in Planned Development District No. 117, and development therein is governed by the standards set forth in Ordinance 2006-57, as amended by Ordinance 2021-67, each adopted by the City (collectively, the “PDD Ordinance”). The PDD Ordinance allows certain residential, commercial, and multi-family uses within the District, and establishes guidelines pertaining to maximum lots and units, purpose, height, area, setbacks, landscaping, required open space in the Legacy Hills Development, and the like.

The PDD Ordinance currently allows for a maximum of 7,000 single-family lots in the Thunder Rock Development. In addition, the PDD Ordinance allows for a maximum of 4,100 multifamily units in the following Parcels: Parcels 1-8 and Parcel 13, subject to the following: (i) Parcel (1) will not exceed 1,100 units; (ii) Parcel (2) will not exceed 432 units; (iii) Parcel (3) will not exceed 480 units; and (iv) Parcel (4) will not exceed 480 units.

The PDD Ordinance also requires that a minimum of 7 amenity centers shall be dispersed throughout the Thunder Rock Development. There shall be a minimum of five amenity centers which shall contain the following elements: a swimming pool, restrooms, shade structures, and a playscape area. In addition, there shall be a minimum of two large amenity centers, each of which shall contain the following elements: indoor air-conditioned space, restrooms, a swimming pool, and a playground. In addition, under the PDD Ordinance, the Legacy Hills Developer must construct or cause the construction of a network of neighborhood concrete trails with main spine trails being twelve feet (12’) in width and side trails and connections being eight feet (8’) in width, in conformance with the City of Celina’s Master Parks and Trails Plan.

Amenities

Community amenities will include (i) a minimum 18-hole golf course which may include a golf course clubhouse, driving range, and putting green; (ii) five Amenity Centers containing a swimming pool, restrooms, shade structures, and a playscape area; (iii) two Regional Amenity Centers containing indoor air-conditioned space, restrooms, a swimming pool, and a playground; (iv) tennis courts; (v) basketball courts; and (vi) a linear park and connecting neighborhood trails throughout the Development. The total expected cost of the Regional Amenity Centers, the additional Amenity Centers, the trails, trail amenities, parks and landscaping is \$14,000,000. Construction of the amenities serving the development being constructed by the Legacy Hills Developer was scheduled to begin in 2023 and take approximately 10 years.

Education

Children in the Legacy Hills Development will attend schools in the Celina Independent School District (“CISD”) which encompasses approximately 97 square miles. CISD serves multiple communities in Celina, Texas. CISD enrolls nearly 5,000 students in one high school, one middle schools, 4 elementary schools, and one primary school. Children in the Legacy Hills Development will attend Martin Elementary School, Moore Middle School and Celina High School. According to the Texas Education Agency (“TEA”), in 2021-2022, CISD and Celina High School received an accountability rating of “A” from the TEA. The elementary school and middle school are new and have not been rated.

Existing Mineral Rights, Easements and Other Third-Party Property Rights

Third parties hold title to certain rights applicable to real property within and around the Legacy Hills Zone (the “Mineral Owners”), including reservations of mineral rights and royalty interests and easements (collectively, the “Third Party Rights”) pursuant to various instruments in the chain of title for various tracts of land within and immediately adjacent to the Legacy Hills Zone. Some of these reservations of mineral rights include a waiver by the Mineral Owners of their right to enter onto the surface of the property to explore, develop, drill, produce or extract minerals within the District. If the waiver is applicable, such Mineral Owners may only develop such mineral interests by means of wells drilled on land outside of the property of the Legacy Hills Zone.

The Legacy Hills Developer is not aware of any ongoing mineral rights development or exploration on or adjacent to the property within the Legacy Hills Zone. The Legacy Hills Developer is not aware of any interest in real

property (including mineral rights) owned by the Mineral Owners adjacent to the Legacy Hills Zone. Certain rules and regulations of the Texas Railroad Commission may also restrict the ability of the Mineral Owners to explore or develop the property due to well density, acreage, or location issues.

Although the Legacy Hills Developer does not expect the above-described Third-Party Rights, or the exercise of such rights or any other third-party real property rights in or around the District, to have a material adverse effect on the Development, the property within the District, or the ability of landowners within the District to pay Assessments, the Master Developer makes no guarantee as to such expectation.

Environmental

Phase One. A Phase One Environmental Site Assessment (a “Phase One ESA”) of land around or in the Legacy Hills Zone, was completed on February 5, 2021 by Environmental Property Investigations, Inc. Based on the information presented in the Phase One ESA, there was no evidence that the Legacy Hills Development was under environmental regulatory review or enforcement action. The site reconnaissance, regulatory database review and historical source review revealed no evidence of recognized environmental conditions involving the site.

Endangered Species. According to the website for the United States Fish and Wildlife Service, the whooping crane and the least tern are endangered species in Collin County. The Legacy Hills Developer is not aware of any endangered species located on the Legacy Hills Zone.

Flood Designation

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Community Panel Number 48085C0105J, revised on June 2, 2009 an approximately 985-acre portion of the property within or around the Legacy Hills Development is currently located in Zone A which corresponds to special flood hazard areas subject to inundation by the 100-year flood. Mandatory flood insurance purchase requirements apply in areas designated as Zone A. Approximately 55 acres of such flood plain land are expected to be reclaimed. If such property is reclaimed and a letter of map revision obtained, such flood insurance requirements will not apply. Approximately 33 of such acres are expected to include single-family residential lots and 5 acres are expected to include commercial development. Approximately sixteen additional acres of reclaimed land will be used for a wastewater treatment plant and approximately one acre will be dedicated to the Celina Independent School District. A hydrologic study has been completed with respect to such reclamation efforts, and the Master Developer expects to seek a letter of map revision in connection with the reclamation.

Utilities

Water and Wastewater. The City of Celina will provide both water and wastewater service to the Legacy Hills Development. The City of Celina purchases its water wholesale from the Upper Trinity Regional Water District, and the City of Celina maintains its own water distribution system and wastewater collection and treatment system.

Other Utilities. Additional utilities in the District are expected to be provided by: (1) Phone/Data - AT&T, Spectrum, and Suddenlink; (2) Electric - GCEC; (3) Cable – AT&T, Spectrum, and Suddenlink; and (4) Natural Gas - Atmos Energy.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The Creekview and Mobberly Development

Overview

“Creekview Zone” is a proposed approximately 1,027.38-acre master planned residential community (the “Creekview Development”) project located in the City of Pilot Point, Texas. “Mobberly Zone” is a proposed approximately 487.030-acre master planned residential community (the “Mobberly Development”), and together with the Creekview Development, the “Creekview and Mobberly Development”) project located in the City of Pilot Point, Texas. The City of Pilot Point Texas is located in Denton County, Texas, north of Dallas, Texas. Many residents commute south to Dallas, Denton, Plano and Frisco for various types of employment. The City of Pilot Point is located in the northern region of the Dallas-Fort Worth-Arlington, Texas Metropolitan Statistical Area (the “DFW MSA”), and is poised for significant growth as the overall DFW MSA continues its growth trajectory.

The land within the Creekview and Mobberly Development is owned by MM Mobberly 236, LLC, a Texas limited liability company (“Mobberly Developer 1”), MM Mobberly 13, LLC, a Texas limited liability company (“Mobberly Developer 2” together with Mobberly Developer 1, the “Mobberly Developer”), and MM Creekview 1027, LLC, a Texas Limited Liability Company (the “Creekview Developer”, and together with the Mobberly Developer, the “Creekview and Mobberly Developers”), which are affiliates of Centurion American Custom Homes Inc. d/b/a Centurion American Development Group Inc. (“Centurion”). The Creekview and Mobberly Developers develop infrastructure and community improvements (amenities, parks, trails, etc.) and sells residential lots to high-quality production homebuilders under lot takedown contracts. The Creekview and Mobberly Development will include a variety of trails, a dog park, playground, and swimming pool for its residents and others to enjoy. This combination will provide its residents a community environment in which to live. The Creekview Development is located within Celina Independent School District and the Mobberly Development is located in Pilot Point Independent School District.

Development Plan

The Creekview Developer expects to promote the development and redevelopment in the Creekview Zone through the use of tax increment financing (the “Creekview Project”). The Creekview Development is planned to include a total of 2,454 detached homes, spread across 40’ (388) and 50’ wide (2,066) lots. The lots are divided into three zones, known as “Zone A Improvement Area #1”, “Zone A Remainder Area”, and “Zone B Improvement Area #1”. As of August 2024, site development work is underway across all zones. Some lots have already been delivered to builders in Zone A Improvement Area #1 and homes are already under construction. Based upon the proposed lot sizes and builders, the average base prices for the Creekview Development program range from \$398,000 to \$493,000.

The Mobberly Developer expects to promote the development and redevelopment in the Mobberly Zone through the use of tax increment financing (the “Mobberly Project”). The Mobberly Development is planned to include a total of 1,996 lots (1,019 40’ wide and 977 50’ wide) when complete. Planned amenities include a swimming pool, dog park, playground, and walking trails. The Mobberly Development is accessible from FM 1385, which runs along the western side of the Mobberly Development, and Mobberly Road. Undeveloped land surrounds the Mobberly Development on all sides. The Mobberly Development is divided into three zones, known as “Improvement Area #1”, “Improvement Area #2” and “Major Improvement Area.” Builders took delivery of all lots in Improvement Area #1 in 2022. Since then, homes have been built and delivered to homebuyers on nearly all of these lots. Homes in Improvement Area #1 that have not yet closed are under contract to home buyers. Construction delays have slowed the delivery of lots from Improvement Area #2. However, 50 lots were delivered to Lennar in 2Q24 and it is expected that the remainder of the lots in Improvement Area #2 will deliver by the end of 2024. Based upon the proposed lot sizes and builders, the average base prices for the Mobberly Development program range from \$290,000 to \$368,000.

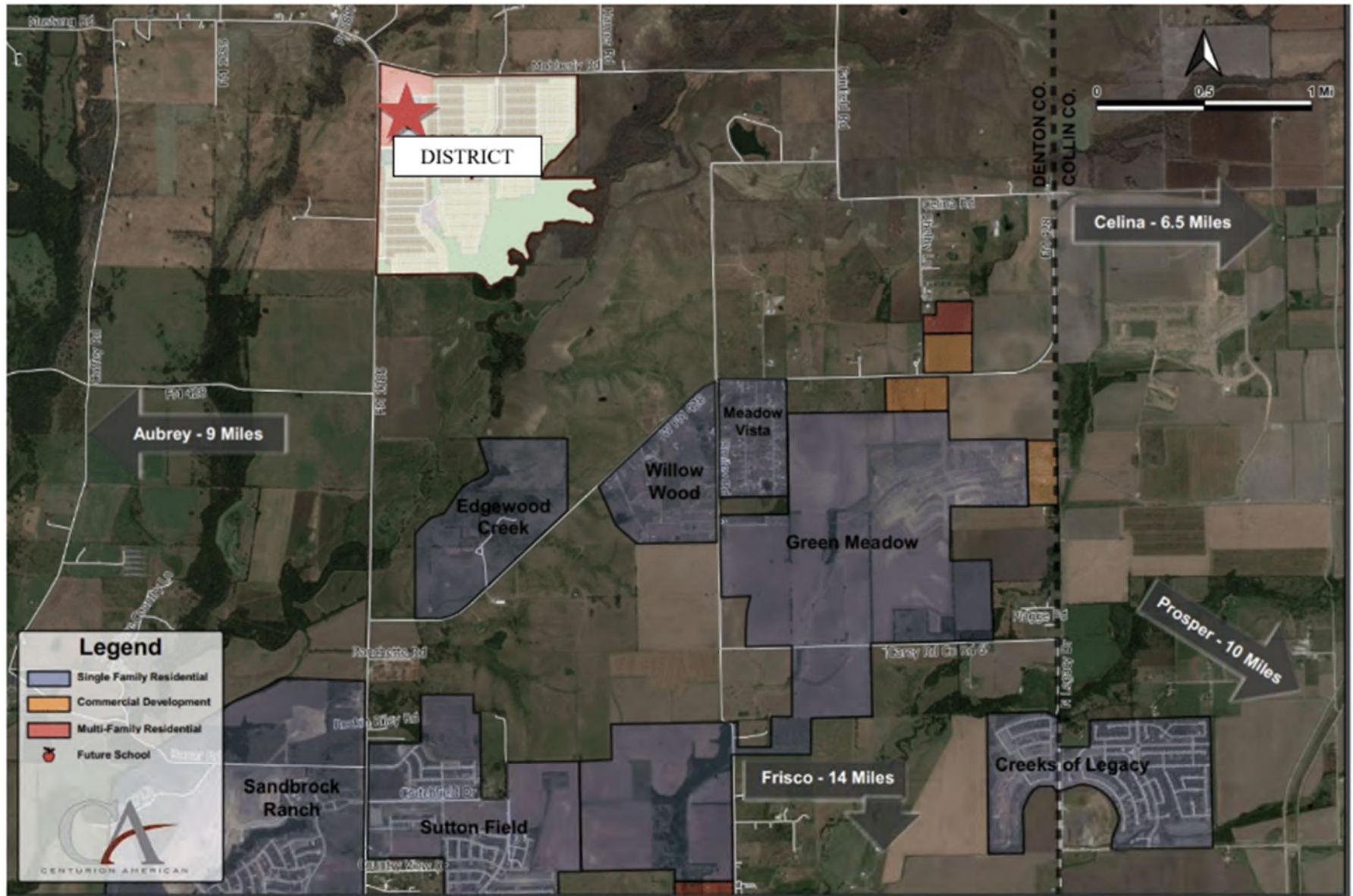
Pursuant to the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended (the “Texas Act”), the City Council of the City of Pilot Point, Texas, created, by Ordinance No. 484-14-2022, dated April 14, 2022, Reinvestment Zone Number Two, City of Pilot Point, Texas (the “Creekview Zone”), to promote the development and redevelopment in the Creekview Zone through the use of tax increment financing (the “Creekview Project”) and

the City Council of the City of Pilot Point, Texas, created, by Ordinance No. 484-14-2022, dated April 14, 2022, Reinvestment Zone Number Two, City of Pilot Point, Texas (the “Mobberly Zone”), to promote the development and redevelopment in the Mobberly Zone through the use of tax increment financing (the “Mobberly Project”).

Concept Plan

Below is the current concept plan of the Creekview and Mobberly Development as approved by the City of Pilot Point. The concept plan is conceptual and subject to change consistent with the City of Pilot Point’s zoning and subdivision regulations.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



ANTICIPATED TIRZ GRANT REVENUE - CREEKVIEW PROJECT⁴

Period	Date	Home Starts	Incremental AV	Available TIRZ Grant	TIRZ Grant to Developer
1	10/15/25	3	125,747,352	440,197	440,197
2	10/15/26	180	217,222,082	764,054	764,054
3	10/15/27	250	334,913,156	1,180,728	1,180,728
4	10/15/28	243	459,433,125	1,621,579	1,621,579
5	10/15/29	243	591,874,286	2,090,475	2,090,475
6	10/15/30	243	734,330,666	2,594,828	2,594,828
7	10/15/31	264	892,181,945	3,153,685	3,153,685
8	10/15/32	264	1,054,408,884	3,728,034	3,728,034
9	10/15/33	262	1,207,569,589	4,270,285	4,270,285
10	10/15/34	155	1,316,149,347	4,654,702	4,654,702
11	10/15/35	70	1,396,189,705	4,938,077	4,938,077
12	10/15/36	70	1,479,847,943	5,234,261	5,234,261
13	10/15/37	70	1,567,133,130	5,543,286	5,543,286
14	10/15/38	70	1,654,746,290	5,853,472	5,853,472
15	10/15/39	67	1,734,523,372	6,135,915	6,135,915
16	10/15/40	-	1,786,559,068	6,320,143	6,320,143
17	10/15/41	-	1,840,155,851	6,509,897	6,509,897
18	10/15/42	-	1,895,360,520	6,705,344	6,705,344
19	10/15/43	-	1,952,221,344	6,906,654	6,906,654
20	10/15/44	-	2,010,787,993	7,114,004	7,114,004
21	10/15/45	-	2,071,111,632	7,327,574	7,327,574
22	10/15/46	-	2,133,244,973	7,547,551	7,547,551
23	10/15/47	-	2,197,242,324	7,774,128	7,774,128
24	10/15/48	-	2,263,159,586	8,007,502	8,007,502
25	10/15/49	-	2,331,054,379	8,247,877	8,247,877
26	10/15/50	-	2,400,986,017	8,495,463	8,495,463
27	10/15/51	-	2,473,015,604	8,750,477	2,490,375
28	10/15/52	-	2,547,206,061	9,013,141	-
29	10/15/53	-	2,623,622,247	9,283,685	-
30	10/15/54	-	2,702,330,910	9,562,346	-
Total		2,454	47,994,329,379	169,769,364	135,650,090

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

⁴ Based on tax rate of 0.64371 and TIRZ participation of 55.0%.

Anticipated TIRZ Grant Revenue - Mobberly Project⁵

Period	Date	Home Starts	Incremental AV	Available TIRZ Grant	TIRZ Grant to Developer
1	10/15/25	131	237,070,097	834,324	834,324
2	10/15/26	322	340,813,029	1,201,616	1,201,616
3	10/15/27	354	448,345,236	1,582,324	1,582,324
4	10/15/28	294	546,595,773	1,930,170	1,930,170
5	10/15/29	247	628,349,082	2,219,610	2,219,610
6	10/15/30	147	687,955,769	2,430,642	2,430,642
7	10/15/31	99	732,068,878	2,586,820	2,586,820
8	10/15/32	35	760,949,239	2,689,068	2,689,068
9	10/15/33	-	783,777,713	2,769,891	2,769,891
10	10/15/34	-	807,291,050	2,853,137	2,853,137
11	10/15/35	-	831,509,781	2,938,881	2,938,881
12	10/15/36	-	856,455,071	3,027,198	3,027,198
13	10/15/37	-	882,148,717	3,118,164	3,118,164
14	10/15/38	-	908,613,170	3,211,859	3,211,859
15	10/15/39	-	935,871,573	3,308,364	3,308,364
16	10/15/40	-	963,947,720	3,407,765	3,407,765
17	10/15/41	-	992,866,159	3,510,148	3,510,148
18	10/15/42	-	1,022,652,149	3,615,603	3,615,603
19	10/15/43	-	1,053,331,720	3,724,221	3,724,221
20	10/15/44	-	1,084,931,675	3,836,098	3,836,098
21	10/15/45	-	1,117,479,625	3,951,330	3,951,330
22	10/15/46	-	1,151,004,015	4,070,020	4,070,020
23	10/15/47	-	1,185,534,139	4,192,271	4,192,271
24	10/15/48	-	1,221,100,162	4,318,189	4,318,189
25	10/15/49	-	1,257,733,157	4,447,885	4,447,885
26	10/15/50	-	1,295,465,149	4,581,471	4,581,471
27	10/15/51	-	1,334,329,110	4,719,065	4,719,065
28	10/15/52	-	1,374,358,984	4,860,787	4,860,787
29	10/15/53	-	1,415,589,761	5,006,761	5,006,761
30	10/15/54	-	1,458,057,461	5,157,114	4,649,022
Total		1,629	28,316,195,165	100,100,799	99,592,707

Builder Lot Purchase and Sale Agreements in the Creekview and Mobberly Development

The Creekview and Mobberly Developers have entered into lot purchase and sale agreements for 1,410 lots within Zone A Improvement Area #1 and Phases 2-3 in the Zone A Remainder Area of the Creekview and Mobberly Development as described below. All lots in Zone A Improvement Area #1 are under contract with merchant builders except for 5 lots expected to be model lots for builders in Future Improvement Areas. The Creekview and Mobberly Developers have not entered into any lot purchase and sale for Phase 4 or the Future Phase Zone A. The Creekview and Mobberly Developers have also entered into a lot purchase and sale agreement for all lots located in Zone B Improvement Area #1 as described below.

Zone A Lot Purchase and Sale Agreements

Pacesetter. The Creekview and Mobberly Developers have entered into a Contract of Sale (the “Pacesetter PSA”) with Pacesetter Homes, LLC (“Pacesetter”) for approximately 353 fifty foot (50’) lots in the Creekview and Mobberly Development at base lot prices of \$1,300 per front foot of the lots in Phase 1 East of Zone A of the Creekview and Mobberly Development, \$1,400 per front foot of the lots in Phase 2 of Zone A of the Creekview and Mobberly Development, and \$1,500 per front foot of the lots in Phase 3 of Zone A of the Creekview and Mobberly Development. The base lot prices will have an annual escalator of 6% per annum. Pacesetter has deposited and released \$3,500,000 in earnest money under the Pacesetter PSA, which funds were used to pay off the loan for the Purchased Property.

⁵ Based on tax rate of 0.64371 and TIRZ participation of 55.0%.

The Creekview and Mobberly Developers must complete the construction of the lots in Phase 1 East of Zone A of the Creekview and Mobberly Development on or prior to December 31, 2023. If the Creekview and Mobberly Developers fail to complete construction of the lots in Phase 1 East of Zone A of the Creekview and Mobberly Development on or prior to December 31, 2023, there is an automatic sixty (60) day extension to February 29, 2024. If the Creekview and Mobberly Developers fail to complete construction of the lots in Phase 1 East of Zone A of the Creekview and Mobberly Development on or prior to February 29, 2024, Pacesetter has the option to terminate the Pacesetter PSA and the **Merchant** Developer shall return Pacesetter's Earnest Money. The initial closing for each subsequent phase shall occur within twenty-four (24) months of the initial closing of the immediately preceding phase. Under the Pacesetter PSA, the Creekview and Mobberly Developers must construct an amenity center in the Development. If construction of the amenity center is not complete on or before one hundred twenty (120) days of Pacesetter's initial closing of the lots in Phase 2, Pacesetter's obligation to absorb lots pursuant to the Pacesetter PSA will abate until construction of the amenity center is complete.

Pulte. The Creekview and Mobberly Developers have entered into a Real Estate Purchase and Sale Agreement (as amended, the "Pulte PSA") with Pulte Homes of Texas, L.P. ("Pulte") for approximately 706 fifty foot (50') lots in the Creekview and Mobberly Development at base lot prices of \$65,000 per lot in Phase 1 East of Zone A of the Creekview and Mobberly Development, \$70,000 per lot in Phase 2 of Zone A of the Creekview and Mobberly Development, and \$75,000 per lot in Phase 3 of Zone A of the Creekview and Mobberly Development. The base lot prices will have an annual escalator of 6% per annum. Pulte has deposited and released \$7,000,000 in earnest money under the Pulte PSA, which funds were retained by the Creekview and Mobberly Developers.

The Creekview and Mobberly Developers must complete the construction of (i) the lots in Phase 1 East of Zone A of the Creekview and Mobberly Development on or prior to the date which is twenty (20) months after January 27, 2022; (ii) the lots in Phase 2 of Zone A of the Creekview and Mobberly Development within twenty-seven (27) months of the initial closing in Phase 1 East; and (iii) the lots in Phase 3 of Zone A of the Creekview and Mobberly Development within thirty-seven (37) months of the initial closing in Phase 2. If the Creekview and Mobberly Developers fail to complete construction of the lots in a Phase by the specified deadline, Pulte has the option to terminate the Pulte PSA and the b shall return the pro rata portion of Pulte's Earnest Money applicable to the terminated portion of the Pulte PSA. Under the Pulte PSA, the Creekview and Mobberly Developers must construct an amenity center in the Development. If construction of the amenity center is not complete on or before thirty months (30) after the Phase 1 East completion deadline, Pulte's obligation to absorb lots pursuant to the Pulte PSA will abate until construction of the amenity center is complete.

Stonehollow. The Creekview and Mobberly Developers have entered into a Contract of Sale (as amended, the "Stonehollow PSA") with Stonehollow Homes, LLC ("Stonehollow") for approximately 351 fifty-foot (50') lots in the Creekview and Mobberly Development at base lot prices of \$1,300 per front foot of the lots in Phase 1 East of Zone A of the Creekview and Mobberly Development, \$1,400 per front foot of the lots in Phase 2 of Zone A of the Creekview and Mobberly Development, and \$1,500 per front foot of the lots in Phase 3 of Zone A of the Creekview and Mobberly Development. The base lot prices will have an annual escalator of 6% per annum. Stonehollow has deposited and released \$3,500,000 in earnest money under the Stonehollow PSA, which funds were used to pay off the loan for the Purchased Property.

The Creekview and Mobberly Developers must complete the construction of the lots in Phase 1 East of Zone A of the Creekview and Mobberly Development on or prior to December 31, 2023. If the Creekview and Mobberly Developers fail to complete construction of the lots in Phase 1 East of Zone A of the Creekview and Mobberly Development on or prior to December 31, 2023, there is an automatic sixty (60) day extension to February 29, 2024. If the Creekview and Mobberly Developers fail to complete construction of the lots in Phase 1 East of Zone A of the Creekview and Mobberly Development on or prior to February 29, 2024, Stonehollow has the option to terminate the Stonehollow PSA and the Creekview and Mobberly Developers shall return Stonehollow's Earnest Money. The initial closing for each subsequent phase shall occur within thirty (30) months of the closing of the immediately preceding phase. Under the Stonehollow PSA, the Creekview and Mobberly Developers must construct an amenity center in the Development. If construction of the amenity center is not complete within one hundred twenty (120) days of Stonehollow's initial closing of the lots in Phase 3 of Zone A of the Creekview and Mobberly Development, Stonehollow's obligation to absorb lots pursuant to the Stonehollow PSA will abate until construction of the amenity center is complete.

Zone B Improvement Area #1 Lot Purchase and Sale Agreement

Ashton Woods. The Creekview and Mobberly Developers have entered into a Contract of Sale (the “Ashton Woods PSA”) with Ashton Dallas Residential, L.L.C. (“Ashton Woods”) for all 388 forty-foot (40’) lots in the Zone B of the Creekview and Mobberly Development at a base lot price of \$1,400 per front foot. The base lot prices will have an annual escalator of 6% per annum.

The Creekview and Mobberly Developers must complete the construction of the 388 lots in Zone B Improvement Area #1 of the Creekview and Mobberly Development on or prior to the date which is twenty (20) months after the date on which the earnest money deposited under the Ashton Woods PSA is released (the “Earnest Money Release Date”), but in no event, except for delays caused by force majeure, later than twenty-two (22) months after the Earnest Money Release Date (the “Outside Completion Date”). If the Creekview and Mobberly Developers fail to complete construction of the Zone B Improvement Area #1 lots by the Outside Completion Date, Ashton Woods has the option (i) extend the Outside Completion Date or (ii) to terminate the Ashton Woods PSA and the Creekview and Mobberly Developers shall return the Ashton Woods earnest money.

Ashton Woods has deposited \$3,259,200 in earnest money under the Ashton Woods PSA. The earnest money is expected to be released to the Creekview and Mobberly Developers upon modification of the Trez Loan to provide additional funds for the construction of the Zone B Improvement Area #1 Projects and the execution of an earnest money deed of trust granting Ashton Woods a second lien on the purchased lots. Such second lien will be subordinate to the lien securing the Trez Loan.

The following table provides a summary of the earnest money deposited and released under the various lot purchase and sale agreements.

<u>Homebuilder</u>	<u>Earnest Money Required</u>	<u>Earnest Money Deposited</u>	<u>Earnest Money Released</u>	<u>Earnest Money Remaining</u>
Pacesetter	\$3,500,000	\$3,500,000	\$3,500,000	\$0
Pulte	\$7,000,000	\$7,000,000	\$7,000,000	\$0
Stonehollow	\$3,500,000	<u>\$3,500,000</u>	<u>\$3,500,000</u>	\$0
Ashton Woods	<u>\$3,259,200</u>	<u>\$3,259,200</u>	<u>\$0</u>	<u>\$3,259,200</u>
	<u>\$17,259,200</u>	<u>\$17,259,200</u>	<u>\$14,000,000</u>	<u>\$3,259,200</u>

The Creekview and Mobberly Developers have executed earnest money deeds of trust securing the earnest money which has been released to the Creekview and Mobberly Developers in connection with the development of the Creekview and Mobberly Development. The Creekview and Mobberly Developers have executed earnest money deeds of trust securing earnest money deposited by the builders upon its release to the Creekview and Mobberly Developers. Such earnest money deeds of trust grant the respective builders second liens on certain property within the Di Creekview and Mobberly Development strict. The Creekview and Mobberly Developers used a portion of the earnest money to pay off a portion of the acquisition loan and expects to use funds not utilized to refinance of the acquisition loan to pay for the costs of improvements within the Development.

The following table provides a summary of the terms of the lot purchase and sale agreements.

LOT PURCHASE AND SALE AGREEMENTS

Zone A						
Homebuilder	Improvement Area	Total Lots	Lot Size	Base Price Per Lot*	Fees	Lots per Takedown
Pacesetter	Zone A IA#1 (Phase 1 East)	89	50'	\$1,300 per front foot	\$500 marketing	<u>Initial Phase 1 East Closing:</u> 15 lots within 15 days of completion of lots in Phase 1 East <u>Subsequent Phase 1 East Closings:</u> 15 lots every 90 days thereafter <u>Subsequent Phase Initial Closings:</u> 15 lots within 15 days of completion of such Phase <u>Subsequent Phase Subsequent Closings:</u> 15 lots every 90 days thereafter
	Zone A Remainder Area (Phase 2)	125		\$1,400 per front foot	\$1,500 amenity	
	Zone A Remainder Area (Phase 3)	139		\$1,500 per front foot	\$3,000 MUD	
Pulte	Zone A IA#1 (Phase 1 East)	178	50'	\$65,000	\$500 marketing	<u>Initial Phase 1 East Closing:</u> 20 lots within 15 days of completion of lots in Phase 1 East <u>Subsequent Phase 1 East Closings:</u> 20 lots every 90 days thereafter <u>Subsequent Phase Initial Closing:</u> 20 lots within 15 days of completion of such Phase <u>Subsequent Phase Subsequent Closings:</u> 20 lots every 90 days thereafter
	Zone A Remainder Area (Phase 2)	250		\$70,000	\$1,500 amenity	
	Zone A Remainder Area (Phase 3)	278		\$75,000	\$3,000 MUD	
Stonehollow	Zone A IA#1 (Phase 1 East)	88	50'	\$1,300 per front foot	\$500 marketing	<u>Initial Phase 1 East Closing:</u> 15 lots within 15 days of completion of lots in Phase 1 East <u>Subsequent Phase 1 East Closings:</u> 15 lots every 90 days thereafter <u>Subsequent Phase Initial Closings:</u> 15 lots within 15 days of completion of such Phase <u>Subsequent Phase Subsequent Closings:</u> 15 lots every 90 days thereafter
	Zone A Remainder Area (Phase 2)	125		\$1,400 per front foot	\$1,500 amenity	
	Zone A Remainder Area (Phase 3)	138		\$1,500 per front foot	\$3,000 MUD	
Zone B						
Homebuilder	Improvement Area	Total Lots	Lot Size	Base Price Per Lot*	Fees	Lots per Takedown
Ashton Woods	Zone B IA#1	388	40'	\$1,400 per front foot	\$500 marketing	<u>Initial Closing:</u> 45 lots
					\$1,500 amenity	<u>Subsequent Closing:</u> 45 lots every 90 days thereafter
					\$3,000 MUD	<u>Subsequent Closings:</u> 45 lots within every three months thereafter
Total		1,798				

* Excludes 6% annual escalator.

Expected Build-Out and Home Prices in the Development

The Developer's current expectations regarding estimated home prices in the Creekview and Mobberly Development are as follows:

ESTIMATED HOME PRICES

<u>Improvement Area</u>	<u>Lot Size (Width in Ft.)</u>	<u>Quantity</u>	<u>Base Lot Price Excluding Fees</u>	<u>Estimated Average Base Home Price*</u>
Zone A IA #1	50'	360	\$65,000	\$400,000
Zone A Remainder Area	50'	1,706	\$70-75,000	\$400,000
Zone B IA #1	40'	388	\$56,000	\$350,000

* Developer estimates.

The Creekview and Mobberly Developers expect to complete the Development in several phases over a ten-year period. The following tables provide the Creekview and Mobberly Developers' expected build-out schedule of the Creekview and Mobberly Development and absorption schedule of lots for the Creekview and Mobberly Development.

EXPECTED BUILD-OUT SCHEDULE THE CREEKVIEW AND MOBBERLY DEVELOPMENT

<u>Improvement Area</u>	<u>Single-Family Lots</u>	<u>Expected Start of Internal Infrastructure</u>	<u>Expected Internal Infrastructure Completion Date</u>	<u>Expected Final Lot Sale Date</u>
Zone A IA #1	360	1Q 2022	4Q 2023	4Q 2025
Zone A Remainder Area	1,706	1Q 2024	3Q 2031	4Q 2033
Zone B IA #1	388	1Q 2022	4Q 2023	4Q 2025
Total	2,454			

EXPECTED ABSORPTION OF LOTS IN THE CREEKVIEW AND MOBBERLY DEVELOPMENT

<u>Zone A Improvement Area #1</u>		<u>Zone A Remainder Area</u>		<u>Zone B Improvement Area #1</u>	
<u>Expected Final Sale Date</u>	<u>Total Lots</u>	<u>Expected Final Sale Date</u>	<u>Total Lots</u>	<u>Expected Final Sale Date</u>	<u>Total Lots</u>
2023	55	2025	100	2023	45
2024	200	2026	200	2024	180
2025	105	2027	200	2025	163
		2028	200		
		2029	200		
		2030	200		
		2031	200		
		2032	200		
		2033	206		

Zoning

Development in the Creekview and Mobberly Development is governed by the standards set forth in a Development Agreement between the City of Pilot Point and the Creekview and Mobberly Developers (the “Development Agreement”), which allow certain residential uses and establishes guidelines pertaining to purpose, height, area, setbacks, landscaping and the like. In accordance with the Development Agreement, the City of Pilot Point intends to consider zoning the Creekview and Mobberly Development in accordance with the concept plan and development standards set forth in the Development Agreement. Provisions of the Development Agreement control over any conflict with other City of Pilot Point regulations.

Amenities

The Mobberly Developer expects to construct a swimming pool, dog park, playground, and walking trails. The Subject Property is accessible from FM 1385, which runs along the western side of the Subject Property, and Mobberly Road. Undeveloped land surrounds the subject property on all sides.

The Creekview Developer expects to construct certain amenities within the area, including hike and bike trails, open space improvements, screening walls, ponds and an amenity center which will include a pool, clubhouse, open space, restrooms and parking. Construction of the amenity center is expected to begin in Q1 2026 and be completed in Q4 2026. The amenity center is expected to cost approximately \$2,000,000. Construction of the amenities other than the amenity center and applicable to each phase will be completed on a phase by phase basis as each phase is developed. Certain trail amenities are expected to be funded with the proceeds of the City of Pilot Point’s Special Assessment Revenue Bonds, Zone B Improvement Area #1 Project. The amenity center is expected to be funded through private financing to be acquired by the Creekview Developer in connection with the development of later phases in Zone A of the Creekview Public Improvement District. Additionally, the Developer has dedicated additional land in the Zone A Remainder Area of the Creekview Public Improvement District for use as a future amenity site to be developed with future improvement areas.

Education

Children in the Creekview Development will attend schools in the Celina Independent School District (“CISD”) which encompasses approximately 97 square miles. CISD serves multiple communities in Pilot Point and Celina, Texas. CISD enrolls nearly 5,000 students in one high school, one middle schools, 4 elementary schools, and one primary school. Children in the Creekview Development will attend Marcy B Lykins Elementary School, Moore Middle School and Celina High School. According to the Texas Education Agency (“TEA”), in 2021-2022, CISD, Marcy B Lykins Elementary School and Celina High School received an accountability rating of “A” from the TEA. The middle school is new and has not been rated.

Children in the Mobberly Development will attend schools in the Pilot Point Independent School District (“PPISD”) which encompasses parts of Denton, Cooke, and Grayson counties. PPISD serves multiple communities in Pilot Point, Texas. PPISD enrolls 1,430 students in one high school, one middle schools, one elementary school, and one early childhood center. Children in the Mobberly Development will attend Pilot Point Elementary School, Pilot Point Middle School and Pilot Point High School. According to the Texas Education Agency (“TEA”), in 2021-2022, PPISD received an accountability rating of “B” from the TEA. Pilot Point Elementary School received a rating of “A” from the TEA; Pilot Point Middle School received a rating of “C” from the TEA; Pilot Point High School received a rating of “B” from the TEA.

Existing Mineral Rights, Easements and Other Third-Party Property Rights

Third parties hold title to certain rights applicable to real property within and around the Creekview and Mobberly Development (the “Mineral Owners”), including reservations of mineral rights and royalty interests and easements (collectively, the “Third Party Rights”) pursuant to various instruments in the chain of title for various tracts of land within and immediately adjacent to the Creekview and Mobberly Development. Some of these reservations of mineral rights include a waiver by the Mineral Owners of their right to enter onto the surface of the property to explore, develop, drill, produce or extract minerals within the Creekview and Mobberly Development. If

the waiver is applicable, such Mineral Owners may only develop such mineral interests by means of wells drilled on land outside of the property of the Creekview and Mobberly Development.

The Creekview and Mobberly Developers are not aware of any ongoing mineral rights development or exploration on or adjacent to the property within the Creekview and Mobberly Development. The Creekview and Mobberly Developers are not aware of any interest in real property (including mineral rights) owned by the Mineral Owners adjacent to the Creekview and Mobberly Development. Certain rules and regulations of the Texas Railroad Commission may also restrict the ability of the Mineral Owners to explore or develop the property due to well density, acreage, or location issues.

Although the Creekview and Mobberly Developers do not expect the above-described Third Party Rights, or the exercise of such rights or any other third party real property rights in or around the Creekview and Mobberly Development, to have a material adverse effect on the Creekview and Mobberly Development, the property within the Creekview and Mobberly Development, or the ability of landowners within the Creekview and Mobberly Development to pay taxes or assessments due, the Creekview and Mobberly Developers make no guarantee as to such expectation.

Environmental

Mobberly. Phase One Environmental Site Assessments (the “Phase One ESAs”) of two tracts of land that included land in and around the Mobberly Development, were completed on March 1, 2018 and May 13, 2019 by Alpha Testing. Based on the information presented in the Phase One ESAs, there was no evidence that such was under environmental regulatory review or enforcement action. The site reconnaissance, regulatory database review and historical source review revealed no evidence of recognized environmental conditions involving the site.

According to the website for the United States Fish and Wildlife Service, the whooping crane and the least tern are endangered species in Denton County. The Mobberly Developer is not aware of any endangered species located on the Mobberly Development property.

Creekview. A Phase One Environmental Site Assessment (a “Phase One ESA”) of land within and around the Creekview Development, was completed on August 31, 2021 by Rone Engineering Services, Ltd. (“Rone”). Based on the information presented in the Phase One ESA, there was no evidence that such land was under environmental regulatory review or enforcement action. The Phase One ESA noted that four metal aboveground storage tanks (“ASTs”) that contained hydrocarbons were observed near the northwest corner of the subject property. The two yellow ASTs contained diesel fuel and appeared to be in good condition. The two rusty ASTs appeared to have a gasoline label and were on concrete paving. These ASTs appeared to be used to supply fuel to the farming equipment on the subject property. Two fuel ASTs were observed on a trailer that was located inside of the barn. The Phase One ESA indicated that the rusty ASTs posed a potential recognized environmental condition and suggested further evaluation of the same.

In connection with the identification of the ASTs, Rone performed a Phase II Limited Subsurface Investigation (the “Subsurface Investigation”). The Subsurface Investigation confirmed that a release was not identified at the locations of the rusty ASTs and recognized environmental conditions were not identified to soil in the area of the rusty ASTs. Rone concluded that no further investigation was warranted after the Subsurface Investigation.

According to the website for the United States Fish and Wildlife Service, the whooping crane and the least tern are endangered species in Denton County. The Creekview Developer is not aware of any endangered species located on District property.

Flood Designation

According to the Federal Emergency Management Agency (“FEMA”) FEMA Insurance Rate Map No. Panel Map Nos. 48121C0260G and 48121C0270G, each dated April 18, 2011 (the “FIRM Map”), an approximately 95.75 acre portion of the property in Improvement Area #1 of the Creekview Public Improvement District (Creekview Development lies within and adjacent to the Creekview Public Improvement District) lies within Zone AE, which is

within the 100 year flood plain. A portion of land within the floodplain consisting of approximately 16.27 acres is expected to be reclaimed, with 13.27 of such acres being reclaimed for lot development in the Future Improvement Areas and 3 acres to be reclaimed for trails. The remaining portion of the land within the floodplain is expected to be open space.

According to the Federal Emergency Management Agency (“FEMA”) FEMA Insurance Rate Map No. Panel Map No. 48121C0270G and 48121C0290G each dated April 18, 2011 (the “FIRM Map”), an approximately 505.4 acre portion of the property in Zone A of the Mobberly Public Improvement District (Mobberly Development lies within and adjacent to the Mobberly Public Improvement District) lies within the 100 year flood plain. Approximately 498.2 acres are located within FEMA Flood Zone AE and approximately 7.2 acres are located within FEMA Flood Zone A. The approximately 498.2 acres of land located in FEMA Flood Zone AE are distributed in the Mobberly Public Improvement District as follows: 4.8 acres in Zone A Improvement Area #1 of the Mobberly Public Improvement District, 477.9 acres are located in the Zone A Remainder Area of the Mobberly Public Improvement District, and 15.5 acres are located in Zone B Improvement Area #1 of the Mobberly Public Improvement District. The approximately 7.2 acres located within FEMA Flood Zone A is located in the Zone A Remainder Area. An approximately 64.9 acre portion of land within the FEMA Flood Zone AE floodplain located in the Zone A Remainder Area is expected to be reclaimed for future lot development. The remainder of the land within the floodplain is expected to be open space.

Utilities

Water and Wastewater. It is expected that Mustang Special Utility District (“MSUD”) will provide both retail water and wastewater to the Creekview and Mobberly Developments, and all existing and future water improvements and wastewater improvements will be dedicated to, and owned and operated by MSUD. Wastewater treatment services will be provided by MSUD through a contract with the Upper Trinity River Water District (“UTRWD”) to treat MSUD wastewater at the UTRWD wastewater treatment plant. The Creekview and Mobberly Developments are in MSUD’s certificated service area, and MSUD currently has sufficient water and sewer capacity to provide service to all lots within the Creekview and Mobberly Developments.

Other Utilities. Additional utilities in the District are provided by: (1) Phone - AT&T; (2) Electric - CoServ; (3) Cable/Data – AT&T and Spectrum; and (4) Natural Gas – Atmos Energy.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX H
FORM OF CONTINUING DISCLOSURE AGREEMENT

(this page intentionally left blank)

TEXAS COMBINED TIRZ I, LLC
CERTIFICATES OF PARTICIPATION, SERIES 2024

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement dated as of December 19, 2024 (this “Disclosure Agreement”) is executed and delivered by and between Texas Combined TIRZ I, LLC (the “Issuer”) and North American Disclosure Data Management, LLC (the “Dissemination Agent”) with respect to the “Texas Combined TIRZ I, LLC Certificates of Participation, Series 2024” (the “Certificates”). The Parties agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered for the benefit of the Owners of the Certificates.

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of December 19, relating to the Certificates (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Financial Information” shall mean annual financial information as such term is specified in Section 4(a) of this Disclosure Agreement.

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Disclosure Representative” shall mean any authorized signatory of the Issuer or his or her designee, or such other person as the Issuer, may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean North American Disclosure Data Management, LLC or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“Fiscal Year” shall mean the calendar year from [October 1] through [September 30].

“Owner” shall mean the registered owner of any Certificates and the beneficial owners of the Certificates.

“Private Placement Memorandum” shall mean that Private Placement Memorandum with respect to the Certificates dated December 13, 2024.

“Purchaser” shall mean, collectively, Capital Research and Management Company and Cedar Rapids Bank and Trust Company and their successors and assigns, including any future Owner.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

SECTION 3. Provision of Annual Reports.

(a) The Issuer agrees to provide the information specified in Sections 3 and 4 of this Disclosure Agreement for the benefit of the Owners of the Certificates. The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the Purchaser commencing with the Fiscal Year ended [September 30], [202_], an Annual Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Developers, if prepared and when available, may be submitted separately from the Annual Report, and later than the date required in this paragraph for the filing of the Annual Report if audited financial statements are not available by that date; provided further, however, that the Annual Financial Information must be submitted not later than nine months after the end of each Developer’s Fiscal Year, commencing with the Fiscal Year ended [September 30], [202_]. The Dissemination Agent has no duty or obligation to confirm that any Annual Report provided to it under this Section 3(a) contains the required information as described in Section 4. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4(d) of this Disclosure Agreement. If a Developer’s Fiscal Year changes, it shall give notice of such change to the Purchaser and the Dissemination Agent not less than ten (10) Business Days after the occurrence of such change.

(b) The Issuer shall or shall cause the Dissemination Agent to:

(i) determine the filing address or other filing location of the Purchaser each year prior to filing the Annual Report on the date required in subsection (a);

(ii) file the Annual Report (excluding the audited financial statements of the Developers, if any, which shall be filed by the Issuer or the Dissemination Agent upon receipt from the Issuer) containing or incorporating by reference the information set forth in Section 4 hereof;

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Report and the Dissemination Agent has filed such Annual Report with the Purchaser, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the Purchaser; and

(iv) if the Issuer has filed the completed Annual Report with the Purchaser, then the Issuer shall provide the Dissemination Agent with a certification that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the Purchaser.

SECTION 4. Content and Timing of Annual Reports. The Annual Report for the Certificates shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following (the “Annual Financial Information”):

(a) Within nine months after the end of each Fiscal Year (any or all of which may be unaudited),

(i) A statement of all funds deposited into the:

- (A) Thunder Rock TIRZ Fund;
- (B) Legacy Hills TIRZ Fund;
- (C) Creekview TIRZ Fund; and
- (D) Mobberly TIRZ Fund;

(ii) Any update to the:

- (A) Thunder Rock Project and Finance Plan;
- (B) Legacy Hills Project and Finance Plan; and
- (C) Creekview/Mobberly Project and Finance Plan;

(iii) Updates to Tables 1-3 as shown in the Private Placement Memorandum, in each case for the Fiscal Year most recently ended.

(iv) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Developers' audited financial statements during such Fiscal Year.

See Appendix B for a form for submission of the Annual Financial Information to be included in the Annual Report.

(b) If not provided with the information provided under Section 4(a) above, if prepared and when available, the audited financial statements of the Developers for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Developers.

SECTION 5. Reporting of Significant Events

(a) The following shall be "Listed Events" for the purpose of this Disclosure Agreement:

(i) The occurrence and continuation of any Event of Default under the Development Agreements (as such term is defined therein); and

(ii) Any of the following events with respect to the Certificates:

- (A) Modifications to rights of Owners, if material.
- (B) Defeasances.

- (C) Release, substitution, or sale of property securing repayment of the Certificates, if material.
- (D) Rating changes.
- (E) Bankruptcy, insolvency, receivership, or similar event of the Issuer.
- (F) The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (G) Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

(b) Whenever the Issuer receives notice from a Developer relating to the occurrence of a Listed Event or has knowledge relating to the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the Purchaser. The Dissemination Agent shall file such notice within one (1) Business Day of receipt of direction to file notice of such Listed Event; provided that neither the Issuer nor the Dissemination Agent shall be liable for the filing of notice of any Listed Event more than ten (10) Business Days after the occurrence of such Listed Event if notice of such Listed Event is received from the Issuer more than ten (10) Business Days after the occurrence of such Listed Event.

(c) Any notice under the preceding paragraph shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

(d) In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all of such party's respective disclosures as provided under this Disclosure Agreement.

SECTION 6. Reporting of Failure to File.

(a) The Issuer shall, through the Dissemination Agent, notify the Purchaser, in a timely manner, of any failure by the Issuer to provide annual audited financial statements or Annual Financial Information as required under this Disclosure Agreement. See Exhibit A hereto for a form for submitting "Notice To Purchaser of Failure To File." The Dissemination Agent shall file such Notice of Failure to File within one Business Day of its receipt thereof from the Issuer.

(b) If the Issuer does not provide notice of failure to file by five (5) Business Days prior to the Business Day on which the annual audited financial statements or the Annual Financial Information is due to the Purchaser, the Dissemination Agent shall notify the Disclosure

Representative of such failure. In the event that the Issuer, the Disclosure Representative does not provide the Dissemination Agent with the Annual Financial Information or the audited or unaudited financials, as applicable, to the Dissemination Agent by 10 AM C.D.T. on the Business Day such information is to be filed with the Purchaser, the Dissemination Agent shall final a Notice of Failure to File in the form set forth in Exhibit A hereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer or any Owner or beneficial owner of any interests in the Certificates as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

SECTION 7. Termination of Reporting Obligations. The obligations of the Issuer and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption, or payment in full of all of the Certificates, when the Issuer is no longer an obligated person with respect to the Certificates, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Certificates remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Certificates until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Certificates, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Certificates, the Issuer shall give notice of such termination in the same manner as for a Listed Event as described under Section 5(a).

SECTION 8. Dissemination Agent. The Dissemination Agent agrees to perform the duties set forth in this Agreement. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder is North American Disclosure Data Management, LLC.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, this Disclosure Agreement may be amended at the request of the Issuer and upon consent of the Dissemination Agent (and such party shall not unreasonably withhold consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Certificates, or the type of business conducted;

(b) The amendment or waiver either (i) is approved by the Owners of the Certificates in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel selected by the Issuer, materially impair the interests of the Owners of the Certificates.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a notice of failure to file under Section 6, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

(c) The Parties hereto acknowledge that the Issuer is entering into this Disclosure Agreement for the benefit of the Owners of the Certificates.

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including, in the case of the Issuer, any other information in any Annual Report, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to report any such additional information, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future filings pursuant to this Disclosure Agreement.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of the Owners of at least 25% aggregate principal amount of Outstanding Certificates, shall), or any Owner of the Certificates may, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Certificates, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an “obligated person” under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts, apart from the relationship created by this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the

Dissemination Agent pursuant to this Disclosure Agreement. Nothing in this Disclosure Agreement shall be construed to require the Dissemination Agent to interpret or provide an opinion concerning any information made public. If the Dissemination Agent receives a request for an interpretation or opinion, the Dissemination Agent may refer such request to the Issuer for response. To the extent the Dissemination Agent is provided with information required to be disclosed under the terms of this Disclosure Agreement the Dissemination Agent shall provide such information to the Purchaser as soon as practicable after receipt. It being understood that any information received on a day other than a Business Day or after noon C.D.T. on any Business Day is not required to be provided on the date of receipt.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT OR THE ISSUER BE LIABLE TO THE OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT IS UNDER NO OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, and the Owners from time to time of the Certificates and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 16. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for their services rendered in accordance with this Disclosure Agreement constitute administrative expenses with respect to the Zone and such administrative expenses shall be paid from funds available for such purpose in accordance with the Tax Increment Payment Agreement. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds available for such purpose in accordance with the Tax Increment Payment Agreement, for their fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 17. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 18. Anti-Boycott Verification. The Dissemination Agent verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Dissemination Agent understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent, and exists to make a profit.

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent represents, individually and severally, that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Dissemination Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Dissemination Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Dissemination Agent, and exists to make a profit.

SECTION 20. Applicability of the Rule. Notwithstanding anything contained herein, the parties hereto acknowledge and agree that the Certificates are exempt from the Rule pursuant to the provisions of paragraph (d)(1) thereof.

SECTION 21. Purchaser Address for Delivery of Notices and Reports. All notices, reports or other information to be provided to the Purchaser pursuant to this Agreement shall be provided to the following address:

Capital Research and Management Company
333 South Hope Street
Los Angeles, California 90071
Attn: Alan Rosenblatt
aler@capgroup.com

Cedar Rapids Bank and Trust Company
500 1st Avenue NE
Cedar Rapids, Iowa 52401
Attn: Jeffrey Hollingsworth
jhollingsworth@crbt.com

The Purchaser may change the address for notices, reports and other information by providing written notice to the Issuer and the Dissemination Agent and may direct the Dissemination Agent to file any such reports, notices or other information on the Municipal Securities Rule Making Board's Electronic Municipal Market Access website or any successor thereto.

SECTION 22. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[remainder of page left blank intentionally]

**NORTH AMERICAN DISCLOSURE DATA
MANAGEMENT, LLC**
as Dissemination Agent

By:

Name: _____

Title: _____

TEXAS COMBINED TIRZ I, LLC,
a Delaware limited liability company

By: **2M Holdings, LP,**
a Delaware limited partnership
Its: Sole Member

By: **2M Ventures, LLC,**
a Delaware limited liability company
Its: General Partner

By: _____
Name: Mehrdad Moayed
Its: Manager

EXHIBIT A

**NOTICE TO FAILURE TO FILE
ANNUAL REPORT**

Name of Issuer: Texas Combined TIRZ I, LLC

Name of Issue: Certificates of Participation, Series 2024

Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the [Texas Combined TIRZ I, LLC], has not provided [an Annual Report][annual audited financial statements of the Developers] with respect to the above-named certificates as required by the Continuing Disclosure Agreement dated [____], by the Issuer in connection with the above-captioned Certificates. The Issuer anticipates that [the Annual Report] [annual audited financial statements of the Developers] will be filed by ____.

Dated:

[____],
on behalf of the [Texas Combined TIRZ I, LLC]
(as Dissemination Agent)

By:

Title: _____

cc: [Texas Combined TIRZ I, LLC]

EXHIBIT B

FORM OF ANNUAL FINANCIAL INFORMATION REPORT

Table 1 – Historical Ad Valorem Property Tax Increment Collections in the Thunder Rock Zone (continue annually)

<u>Tax Year</u>	<u>Net Taxable Value</u>	<u>Base Value</u>	<u>Captured Appraised Value</u>	<u>City of Marble Falls Tax Rate</u>	<u>Incremental Taxes Collected</u>	<u>Current Collection Rate</u>	<u>TIRZ Participation Rate</u>	<u>Incremental Taxes Available for TIRZ Obligation</u>

Table 2 – Historical Ad Valorem Property Tax Increment Collections in the Legacy Hills Zone (continue annually)

<u>Tax Year</u>	<u>Net Taxable Value</u>	<u>Base Value</u>	<u>Captured Appraised Value</u>	<u>TIRZ Participation Level</u>	<u>Total Tax Increments to be Deposited to the TIRZ No. 13 Fund</u>	<u>Current Collection Rate</u>	<u>Incremental Taxes Collected</u>

Table 3 – Historical Ad Valorem Property Tax Increment Collections in the Creekview/Mobberly Zone (continue annually)

<u>Tax Year</u>	<u>Net Taxable Value</u>	<u>Base Value</u>	<u>Captured Appraised Value</u>	<u>City of Pilot Point Tax Rate</u>	<u>Incremental Taxes Collected</u>	<u>Current Collection Rate</u>	<u>TIRZ Participation Rate</u>	<u>Incremental Taxes Available for TIRZ Obligation</u>

Statement of all funds deposited into the:

- (A) Thunder Rock TIRZ Fund:
- (B) Legacy Hills TIRZ Fund:
- (C) Creekview TIRZ Fund:
- (D) Mobberly TIRZ Fund:

Statement of any update to the:

- (A) Thunder Rock Project and Finance Plan (with attached updated Project and Finance Plan):
- (B) Legacy Hills Project and Finance Plan (with attached updated Project and Finance Plan):
- (C) Creekview/Mobberly Project and Finance Plan; Project Plan (with attached updated Project Plan) (with attached updated Project and Finance Plan):

(this page intentionally left blank)

APPENDIX I
FORM OF BOND COUNSEL OPINION

(this page intentionally left blank)

December 19, 2024

Texas Combined TIRZ I
c/o Texas Real Estate Law
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

Computershare Trust Company, National Association
1505 Energy Park Drive
St. Paul, Minnesota 55108

Re: \$48,018,000 Certificates Of Participation, Series 2024

Ladies and Gentlemen:

We have acted as certificate counsel to Texas Combined TIRZ I, LLC, a Delaware limited liability company (the “**Issuer**”), in connection with the issuance of the above referenced certificates of participation (the “**Certificates**”). The Certificates are issued pursuant to an Indenture of Trust, dated as of December 19, 2024 (the “**Indenture**”), between the Issuer and Computershare Trust Company, National Association, as trustee (the “**Trustee**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

In such connection, we have reviewed the Indenture, the Assignment Agreements, the Certificates, a certificate from the Secretary of State of the State of Delaware with respect to the Issuer, evidencing the good standing in the State of Delaware of the Issuer (the “**Good Standing Certificate**”), certificates of the Issuer, the Trustee and others, opinions of counsel, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. Accordingly, this letter speaks only as of its date and is not intended to, and may not, be relied upon or otherwise used in connection with any such actions, events or matters. Our engagement with respect to the Certificates has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by,

and validity against, any parties other than the Issuer. We have assumed that the Good Standing Certificate correctly sets forth the name of the Issuer. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed continuing compliance with all covenants and agreements contained in the Indenture, the Assignment Agreements, the Certificates and the other Certificate Documents that must be met after the issuance of the Certificates. We call attention to the fact that the rights and obligations under the Indenture, the Assignment Agreements, the Certificates and the other Certificate Documents and their enforceability may be subject to bankruptcy, insolvency, receivership, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the assets described in or as subject to the lien of the Indenture or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets. We also express no opinion regarding the maturity schedule or other financial information and calculations set forth or referred to in any of the Certificates or the Indenture. Our services did not include financial or other non-legal advice. Finally, we undertake no responsibility for offering materials, if any, relating to the Certificates and express no opinion with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Issuer is a limited liability company validly existing under the laws of the State of Delaware and has the requisite limited liability company power and authority to execute and deliver the Certificate Documents to which it is a party and to perform its obligations thereunder. The Certificate Documents to which the Issuer is a party have been duly authorized by all requisite limited liability company action on the part of the Issuer and have been duly executed and delivered by the Issuer. Based solely upon our review of the Good Standing Certificate of the Issuer, the Issuer is in good standing in the State of Delaware as of the date of the Issuer's Good Standing Certificate.
2. The Certificate Documents to which the Issuer is a party constitute the valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their terms.
3. The execution and delivery by the Issuer of the Certificate Documents to which it is a party will not result in a violation of the Issuer's Certificate of Formation or the Issuer's Limited Liability Company Agreement.
4. The issuance and sale of the Certificates have been duly authorized by the Issuer and the Certificates constitute the valid and binding limited recourse obligations of the Issuer.

December 19, 2024

Page 3

5. The Indenture creates a valid pledge, to secure the payment of the Certificates and any other amounts held by the Trustee in any fund or account established pursuant to the Indenture (excluding proceeds of the sale of Certificates), subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.

6. The Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

Very truly yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

(this page intentionally left blank)