



Austin Housing Finance Corporation

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

(512) 974-3100 ♦ Fax (512) 974-3161 ♦ www.cityofaustin.org/ahfc

Application for Financing Qualified Multifamily Residential Rental Project

Please read the instructions before completing and submitting this application.

Section A Application Summary

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

| |
|----------------------------------|
| Villages at Fiskville, LP |
| 1305 E. 6 th St., #13 |
| Austin, TX 78702 |
| |

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

| |
|----------------------------------|
| Justin Hartz |
| 1305 E. 6 th St., #13 |
| Austin, TX 78702 |
| 502-931-5795 |
| |

3) Amount of Tax-Exempt Bond Issuance Requested?

| |
|--------------|
| \$20,000,000 |
|--------------|

4) What type of bond financing is being requested for this development?
 (Please mark with an X)

| | | | |
|---|------------------------|--|---------|
| x | Private Activity Bonds | | 501 (c) |
|---|------------------------|--|---------|

5) If Private Activity Bonds, which Priority Election? (Please mark with an X)

| | | | |
|---|---|---|---|
| 1 | 2 | x | 3 |
|---|---|---|---|

6) Brief description of project

This new construction development will be 172 senior units in one contiguous interior corridor residential building. The unit mix will consist of 58 one-bedrooms and 114 two-bedrooms. The complex will sit on approximately 6.50 acres and will provide 24 carports and 24 detached garages.

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

William Hartz
 Signature

7/1/2016
 Date

Justin Hartz
 Typed Name

Owner Representative
 Title

**Section B
Applicant Information**

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

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

2) Is the Applicant a “to be formed” entity?

| |
|-----|
| Yes |
|-----|

3) Participants in the Application

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

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

| | | | |
|--------------------------|-----|-------------------------------------|----|
| <input type="checkbox"/> | Yes | <input checked="" type="checkbox"/> | No |
|--------------------------|-----|-------------------------------------|----|

5) Development Team Members

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

6) Previous Experience

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

7) Financial Capacity

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

Section C
Development Information

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

| | | | |
|---|------------------|--|----------------------------|
| X | New Construction | | Acquisition/Rehabilitation |
|---|------------------|--|----------------------------|

2) Describe the location of the project site, including the zip code and its street address (if available). This description will be used in the public hearing advertisement and must be complete enough to permit someone interested in the project to find the site.

The project site is located at 10017 Middle Fiskville Rd, Austin, TX 78753, Travis County.

3) Project Location

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

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

48453001833

5) If the Applicant owns the project site, please provide the following: N/A

| | |
|----------------------------------|--|
| Purchase date | |
| Purchase price | |
| Balance of existing mortgage | |
| Name of existing mortgage holder | |

6) If the Applicant holds an option or contract to purchase the project site, please attach a copy of the Agreement, and also identify as “**Attachment E**”. Attached.

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

| | | | |
|-----------------------|-----|----------------------------|-----|
| Total number of units | 172 | Number of restricted units | 172 |
|-----------------------|-----|----------------------------|-----|

8) Please attach a financing proposal/information package that includes the following (at a minimum):

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

This information package should be identified as “**Attachment F**”.

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

| | | | |
|---|------------------|---|------------------|
| X | Air conditioning | X | Range |
| X | Disposal | | Carpet |
| X | Refrigerator | X | Dishwasher |
| | Fireplace | | Cable TV |
| | Washer/Dryer | | Other (describe) |

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

| | | | |
|---|-----------------------|--|----------------------|
| X | Electricity | | Water and wastewater |
| X | Gas | | Garbage pickup |
| | Other, describe here: | | |

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

Covered parking, laundry, clubhouse, pool, computer lab, exercise room.

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

TBD.

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

| | | | |
|---|-----|--|----|
| X | Yes | | No |
|---|-----|--|----|

14) At closing, do you intend to pay the Texas Department of Aging a one-time fee equal to 0.10% of the total principle amount of the bond issue?

| | | | |
|--|-----|---|----|
| | Yes | X | No |
|--|-----|---|----|

15) Has construction or rehabilitation on the project begun?

| | | | |
|--|-----|---|----|
| | Yes | X | No |
|--|-----|---|----|

If yes, what was/is the start date and estimated completion date?

| |
|-----|
| N/A |
|-----|

If no, what is the anticipated start and completion date?

| |
|--------------------------------------|
| Start – 11/2016. Completion – 5/2018 |
|--------------------------------------|

16) Please give the total project cost expended or incurred to date.

| |
|-----------------------------|
| \$100,000 – Pre development |
|-----------------------------|

17) Please briefly describe the anticipated arrangements for management of the development. Attach a resume for the proposed management company, include an estimate of the monthly management fee to be paid, and identify this as "**Attachment G**".

APPENDIX A

AUSTIN HOUSING FINANCE CORPORATION APPLICATION FOR BOND FINANCING OR TRANSFER

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

1. The applicant intends to own, construct or rehabilitate and operate a multifamily rental residential development (the "Development") to be located within the City of Austin, Texas, and desires that the Issuer issue obligations to provide financing for such residential developments in accordance with the Rules.

2. The Applicant has received a copy of the Rules, has reviewed the Rules and hereby agrees to comply with all terms and provisions of the Rules, except such provisions as may be expressly waived by the Board of Directors of the Austin HFC. Further Applicant agrees to comply with all terms and provisions of any rules finally approved by the Board prior to approval of an inducement resolution.

3. The Applicant has submitted herewith two completed copies of the Application. To the best of the Applicant's knowledge, the information contained therein is true and correct. Additionally, the Applicant has submitted herewith:

- o If applying for a portion of the State Bond Cap, a \$5,000 check payable to the Texas Bond Review Board.

- o A \$5,000 check payable to the Austin HFC to cover staff time for reviewing the application and to compensate Bond Counsel for preparing and filing the Texas Bond Review Board application.

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

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

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

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

WITNESS MY HAND ON 7/1/2016

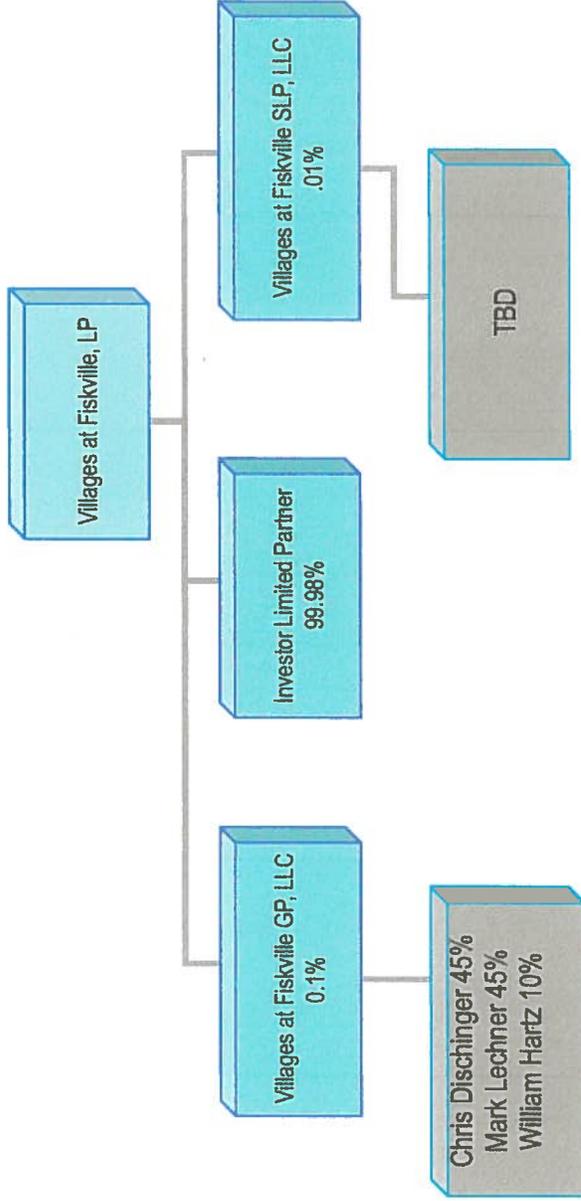
Villages at Fisk ville, LP
NAME OF APPLICANT

By: 

Owner Rep

Title:

Villages at Fiskville Organizational Chart



Attachement B – Development Team Members

Legal:

Coats Rose

William Walter

Barton Oaks Plaza | 901 S. MoPac Expressway, Building 1, Ste. 500, Austin, TX 78746

512-684-3482

williamwalter@coatsrose.com

Investment Banker:

TBD

Mortgage Banker:

Redstone

Cody Laganess

2 Grand Central Tower | 140 East 45th Street, 15th Floor | New York, NY 10017

212-297-1800

clangeness@redstoneco.com

Architect:

Rickhaus Design, LLC

Justin Solich

1469 S. 4th Street | Louisville, KY 40208

502-415-6083

jsolich@ldgdevelopment.com

General Contractor:

Xpert Design & Construction, LLC

Justin Hartz

1469 S. 4th Street | Louisville, KY 40208

502-931-5795

jhartz@ldgdevelopment.com

Property Management:

Capstone Real Estate Services, Inc.

Matthew C. Lutz

210 Barton Springs Road, Ste 300 | Austin, TX 78704

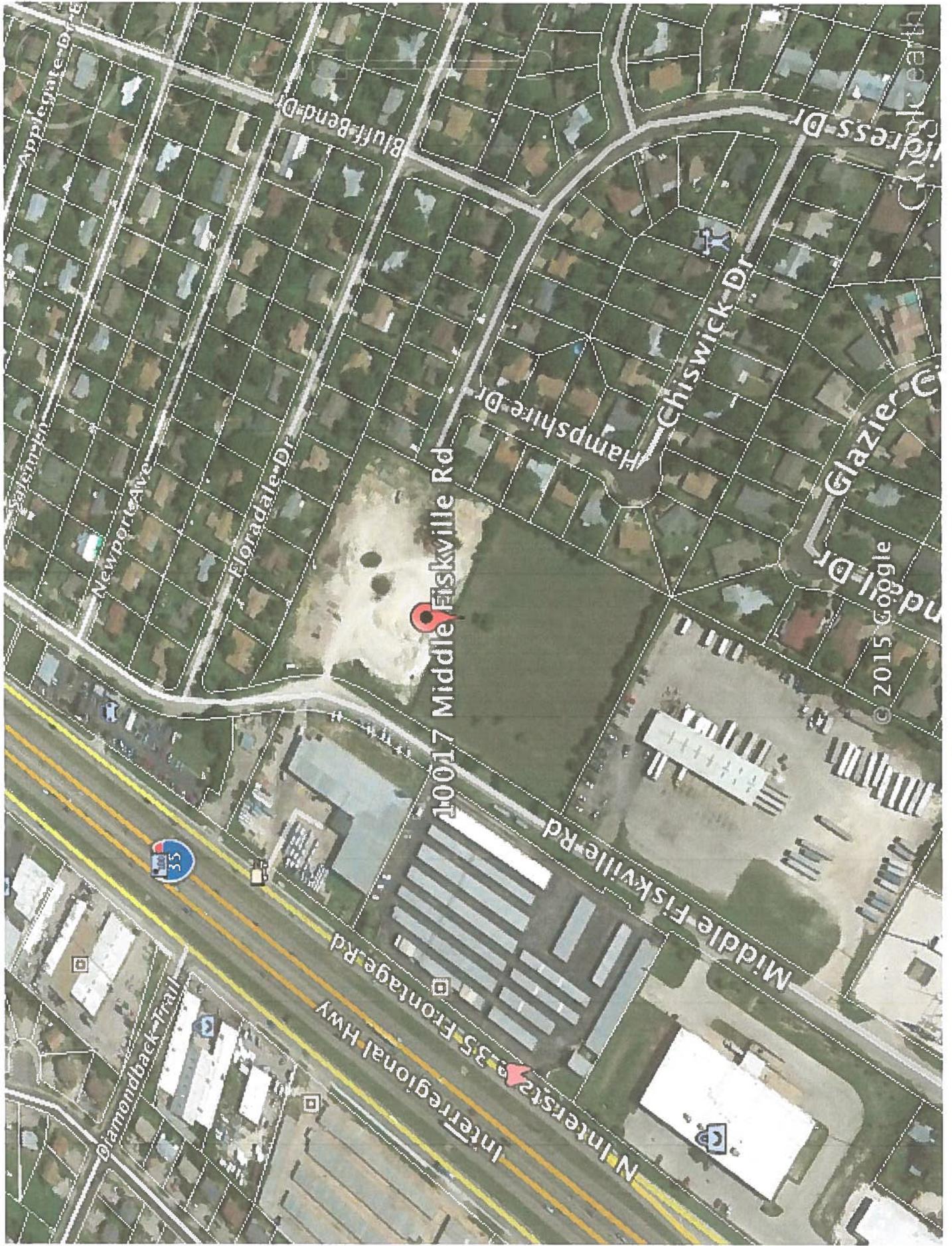
512-646-6700 office

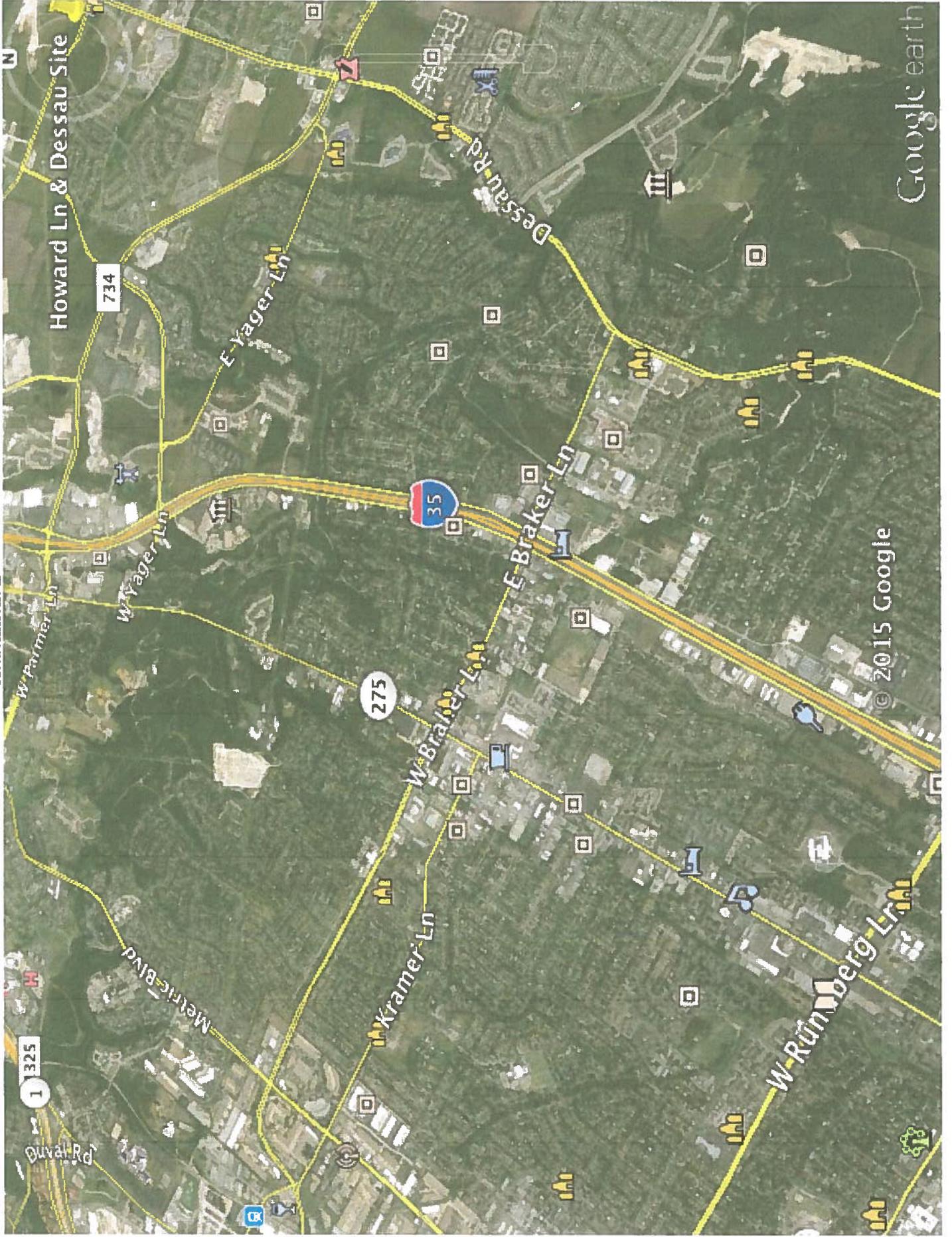
matt.lutz@capstonemanagement.com

Attachment C

LDG DEVELOPMENT EXPERIENCE

| Property Name / Location | Family or Senior | Property Type (9% LIHTC, Market, etc.) | Year Built / Constr. Started | # Units | % Complete | HOME/CDBG/OTHER Funding | Total Development Costs | Debt | Investor |
|---|------------------|--|------------------------------|--------------|------------|---|-------------------------|----------------------|----------------------------|
| Cooper Chapel Condominiums Louisville, KY | F | Market Condominium | 2004 | 56 | 100 | N/A | \$4,200,000 | N/A | N/A |
| Falcon Crest Patio Homes Louisville, KY | F | Market Patio Homes | 2005 | 78 | 100 | N/A | \$4,500,000 | N/A | N/A |
| Elkhorn Creek Phase I Georgetown, KY | F | 9% LIHTC | 2005 | 44 | 100 | N/A | \$4,800,000 | Walker Dunlop | MMA Financial, LLC |
| Falcon Crest Apartments Louisville, KY | F | Tax Exempt Bonds/4% LIHTC | 2005 | 208 | 100 | N/A | \$12,500,000 | Oak Grove Capital | MMA Financial, LLC |
| Elkhorn Creek Phase II Georgetown, KY | F | 9% LIHTC | 2006 | 48 | 100 | N/A | \$2,750,000 | Walker Dunlop | MMA Financial, LLC |
| Elk River Senior Apartments Georgetown, KY | S | 9% LIHTC | 2006 | 40 | 100 | N/A | \$4,900,000 | Lancaster Pollard | MMA Financial, LLC |
| Whispering Woods Louisville, KY | F | 9% LIHTC | 2006 | 48 | 100 | 1,849,846 | \$5,100,000 | KHC | MMA Financial, LLC |
| Genealoges Apartments, Ltd Lexington, Ky | F | Tax Exempt Bonds/4% LIHTC | 2007 | 184 | 100 | N/A | \$17,500,000 | Oak Grove Capital | MMA Financial, LLC |
| Harris Branch Apartments Austin, Tx | F | Tax Exempt Bonds/4% LIHTC | 2007 | 248 | 100 | N/A | \$25,300,000 | Walker Dunlop | MMA Financial, LLC |
| Park Place at Loyola Austin, Tx | F | Tax Exempt Bonds/4% LIHTC | 2007 | 252 | 100 | N/A | \$28,500,000 | MuniMae Portfolio | MMA Financial, LLC |
| Santora Villas Austin, Tx | F | Tax Exempt Bonds/4% LIHTC | 2007 | 192 | 100 | N/A | \$23,030,000 | MuniMae Portfolio | MMA Financial, LLC |
| The Villas at Shaver Pasadena, TX | F | Tax Exempt Bonds/4% LIHTC | 2007 | 240 | 100 | N/A | \$27,600,000 | MuniMae Portfolio | MMA Financial, LLC |
| Inwood Crossings Wichita, KS | F | Tax Exempt Bonds/4% LIHTC | 2007 | 280 | 100 | N/A | \$33,700,000 | MuniMae Portfolio | MMA Financial, LLC |
| Overlook Terraces Louisville, KY | F | Tax Exempt Bonds/4% LIHTC | 2008 | 144 | 100 | 1,475,000 | \$27,900,000 | Walker Dunlop | MMA Financial, LLC |
| Whispering Woods Phase II Louisville, KY | F | 9% LIHTC | 2008 | 50 | 100 | N/A | \$6,300,000 | Citizens Union | MMA Financial, LLC |
| The Muses, LTD. New Orleans, LA | F | 9% LIHTC | 2009 | 211 | 100 | \$2,000,000 HOME \$25,741,862 CDBG 2nd Mortgage | \$49,000,000 | Walker Dunlop | Stratford Capital Group |
| The Muses II, LTD. New Orleans, LA | F | Tax Exempt Bonds/4% LIHTC | 2010 | 52 | 100 | \$7,410,284 CDBG 850,000 TCAP | \$11,100,000 | First NBC | Stratford Capital Group |
| Melbourne Senior Arlin, TX | S | 9% LIHTC | 2010 | 110 | 100 | N/A | \$16,100,000 | Citizens State Bank | TCEP |
| Floral Gardens Houston, TX | S | 9% LIHTC | 2010 | 100 | 100 | \$726,000 HOME LOAN | \$14,300,000 | Comerica | TCEP |
| Towne Commons Elizabethtown, KY | F | 9% LIHTC | 2010 | 94 | 100 | \$800,000 Monetized 1602 EX | \$12,300,000 | JPMorgan Chase | Stratford Capital Group |
| Steeple Chase Farms Sherman, TX | F | 9% LIHTC | 2010 | 156 | 100 | N/A | \$19,400,000 | Comerica | Stratford Capital Group |
| Cypress/Floral Gardens Houston, TX | S | 9% LIHTC | 2011 | 100 | 100 | N/A | \$13,900,000 | Comerica | RBC Capital Markets |
| Woodcrest Baton Rouge, LA | F | Tax Exempt Bonds/4% LIHTC | 2011 | 48 | 100 | \$1,500,000 TCAP; \$2,250,000 CDBG / Gustav; \$799,000 HOME | \$7,300,000 | N/A | Stratford Capital Group |
| Mallard Crossing Baton Rouge, LA | F | Tax Exempt Bonds/4% LIHTC | 2011 | 192 | 100 | \$1,500,000 TCAP; \$4,350,000 CDBG / Gustav; \$1,838,000 HOME | \$24,500,000 | Walker Dunlop | Stratford Capital Group |
| Village Du Lac Lafayette, LA | F | 9% LIHTC | 2012 | 140 | 100 | N/A | \$9,170,000 | | CITI Real Estate Investors |
| Brookcreek Crossing Richmond, VA | F | 9% LIHTC | 2012 | 70 | 100% | N/A | \$10,670,000 | VHDA | Regions |
| The Paddock at Norwood Austin, TX | F | 4% LIHTC | 2013 | 228 | 100% | Tax Exemption | \$32,350,000 | Citibank | 1st Sterling |
| Villas at Colt Run Houston, TX | F | 4% LIHTC | 2013 | 138 | 100% | 3,000,000 HOME LOAN | \$18,350,000 | Citibank | 1st Sterling |
| Newport Village Crosby, TX | F | 9% LIHTC | 2014 | 80 | 100% | N/A | \$12,300,000.00 | Community Bank of TX | 1st Sterling |
| The Pointe at Ben White Austin, TX | F | 4% LIHTC | 2014 | 250 | 70% | Tax Exemption | \$35,580,000.00 | HUD D4 | Enterprise |
| Villages of Ben White Austin, TX | S | 4% LIHTC | 2014 | 183 | 65% | Tax Exemption | \$25,353,000.00 | Redstone | R4 |
| Harris Branch Senior Austin, TX | S | 4% LIHTC | 2015 | 216 | 10% | Tax Exemption | \$22,859,000.00 | HUD D4 | R4 |
| Port Royal Baton Rouge, LA | F | 4% LIHTC | 2015 | 192 | 4% | Tax Exemption | \$25,353,003.00 | Redstone | Stratford Capital Group |
| Station Pointe Fort Worth, Tx | F | 4% LIHTC | 2015 | 252 | Closing | Tax Exemption | \$25,353,002.00 | Redstone | Enterprise |
| TOTAL | | | | 4,652 | | | \$586,465,003 | | |





Attachment E – Legal Description

Legal Description: Lot 1 Blk A Middle Fiskville Community Subd



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2014

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

Seller: Geraldine Timmerman, individually & independent executor of the estate of Terrell Timmerman. (Deceased)

Address: 115 Franklin Blvd., Austin, TX 78751
Phone: _____ E-mail: _____
Fax: _____ Other: _____

Buyer: Middle Fiskville, LP and/or Assigns

Address: 1469 South 4th Street, Louisville, KY 40220
Phone: (502) 638-0534 E-mail: cdischinger@ldgdevelopment.com
Fax: (502) 638-9197 Other: _____

2. PROPERTY:

A. "Property" means that real property situated in Travis County, Texas at 6.5385 Ac., 10017 Middle Fiskville Road, Austin, Texas (address) and that is legally described on the attached Exhibit "A" or as follows: 6.5385 Acres, Legal Description: LOT 1 BLK A MIDDLE FISKVILLE COMMUNITY SUBD

See Exhibit "A"

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

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

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

(1) Cash portion payable by Buyer at closing \$ 1,139,268.00
(2) Sum of all financing described in Paragraph 4 \$ _____
(3) Sales price (sum of 3A(1) and 3A(2)) \$ 1,139,268.00

(TAR-1802) 4-1-14

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

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JaNar Consulting, L.P. 9109 Balcones Club Drive Austin, TX 78750
Phone: 512-219-9500

Fax: 512 219-1111

Richard Janson Rost

Middle Fiskville -

6.5385 Ac., 10017 Middle Fiskville Road,
Austin, Texas

Commercial Contract - Unimproved Property concerning

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

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

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

(a) The sales price is calculated on the basis of \$ 4.00 per:

(i) square foot of total area net area.

(ii) acre of total area net area.

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

(i) public roadways;

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

(iii) _____

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

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

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

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

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

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

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

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit \$ 100.00 as earnest money with Independence Title, Bldg. 2, Suite 200 (title company) at 5900 Shepherd mountain Cove, Austin, TX (address) Dan Phares (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ 15,000.00 with the title company to be made part of the earnest money on or before:

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

(ii) All monies will apply towards Sales Price

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

Commercial Contract - Unimproved Property concerning

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

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- (a) will not be amended or deleted from the title policy.
 - (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.
- (3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 60 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer --\$0-- (insert amount) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller _____ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

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

- (1) Within 30 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a

special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

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

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

7. PROPERTY CONDITION:

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

B. Feasibility Period: Buyer may terminate this contract for any reason within 180 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

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

(2) Not later than 3 days after the effective date, Buyer must pay Seller \$ 5,000.00 as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

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

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

Commercial Contract - Unimproved Property concerning

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

D. Property Information:

- (1) Delivery of Property Information: Within 20 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*
- (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
 - (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
 - (d) copies property tax statements for the Property for the previous 2 calendar years;
 - (e) plats of the Property;
 - (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
 - (g) flood plain analysis and any other Property Information in Seller possession. Seller will provide Buyer items listed only to the extent in which Seller possesses them.
- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*
- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
 - (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
 - (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.
- This Paragraph 7D(2) survives termination of this contract.

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

8. LEASES:

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

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Austin, Texas

Commercial Contract - Unimproved Property concerning

- (4) ~~any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and~~
- (5) ~~any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.~~

B. ~~Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1038—Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.~~

9. BROKERS:

A. The brokers to this sale are:

| | |
|--|---|
| Principal Broker: <u>KW Commercial</u> | Cooperating Broker: <u>JaNax Consulting, L.P.</u> |
| Agent: <u>Mark T. Sawyer</u> | Agent: <u>Richard J. Janson</u> |
| Address: <u>12515-8 Research Blvd Suite 100</u> <u>Austin, TX 78759</u> | Address: <u>9109 Balcones Club Drive</u> <u>Austin, TX 78750</u> |
| Phone & Fax: <u>(512) 784-8412 Cell (512) 623-6253</u> | Phone & Fax: <u>(512) 219-9500 (512) 219-1111</u> |
| E-mail: <u>mtslundman@gmail.com</u> | E-mail: <u>rjanson@ccim.net</u> |
| License No.: _____ | License No.: <u>0326329</u> |

Principal Broker: (Check only one box)

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

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

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

Principal Broker a total cash fee of:
 3.000 % of the sales price.

Cooperating Broker a total cash fee of:
 3.000 % of the sales price.

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

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

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

(TAR-1802) 4-1-14

Initialed for Identification by Seller KS and Buyer RJ

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

See Attached "Commercial Contract Provisions Addendum" for additional information

13. SALES EXPENSES:

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

14. PRORATIONS:

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

~~payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.~~

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; ~~or~~ (Check if applicable)
 ~~enforce specific performance, or seek such other relief as may be provided by law.~~
- B. If, without fault, Seller is unable within the time allowed to deliver the ~~estoppel certificates~~, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) ~~enforce specific performance, or seek such other relief as may be provided by law, or both.~~

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

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

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

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.





Commercial Contract - Unimproved Property concerning

- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

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

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

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

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

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

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of

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Austin, Texas

Commercial Contract - Unimproved Property concerning

receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §53.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on August 4, 2015, the offer will lapse and become null and void.

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

Geraldine Timmerman, individually & independent executor of the estate of Seller: Terrell Timmerman, (Deceased) Buyer: Middle Fiskville, LP and/or Assigns

Terrell Timmerman, (Deceased)

By: Geraldine Timmerman By: Chris Dischinger
 By (signature) Geraldine C. Timmerman By (signature) Chris Dischinger
 Printed Name: Geraldine Timmerman Printed Name: Chris Dischinger
 Title: _____ Title: Partner

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



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT SPECIAL PROVISIONS ADDENDUM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT:

6+Ac.10017 Middle Fiskville Road , Austin, TX

The following special provisions apply and will control in the event of a conflict with the other provisions of the contract: NOT WITHSTANDING OTHER PROVISIONS, CLOSING THIS CONTRACT IS CONTINGENT UPON:

- * Buyer obtaining from EDHCA, or local Bonding Authority, a commitment for Bonds/4% Tax Credit Financing in amount sufficient to finance the proposed development of 180 Senior Apartment units.
- * Buyer, at the end of 180 days, will release the \$100.00 Earnest Money and the \$15,000.00 Additional Deposit Money to Seller. These monies are Non-Refundable, unless Seller is in default. All monies apply towards sales price.
- * Seller will grant to Buyer two "30 Day Closing Extensions," Buyer will escrow "Non-Refundable" \$5,000.00 per extension and have money released to Seller. All monies apply towards sales price.
- * assignments under Paragraph 22B: Buyer may assign this contract to a related party.

NOTE:- Richard Janson is a partner and a license Texas R.E. Broker. He will receive a commission in this transaction at closing. Chris Dischinger is a license Kentucky R.E. Broker and will not receive a commission on this transaction.

Seller: Geraldine Timmerman, individually & executor estate Terrell Timmerman Buyer: Middle Fiskville, LP and/or Assings

By: Geraldine Timmerman By: Chris Dischinger

By (signature): By (signature):
 Printed Name: Geraldine Timmerman Printed Name: Chris Dischinger
 Title: _____ Title: Partner

By: _____ By: _____

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

(TAR-1940) 1-26-10

Page 1 of 1

JaNar Consulting, L.P. 9109 Balloups Club Drive Austin, TX 78759
 Phone: 512-219-9500 Fax: 512-219-1111 Richard Janson Rec'd

Middle Fiskville -



Approved by the Texas Real Estate Commission for Voluntary Use
 Texas law requires all real estate licensees to give the following information about
 brokerage services to prospective buyers, tenants, sellers and landlords.

10-10-11

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensees ask that you acknowledge receipt of this information about brokerage services for the licensee's records.

Geraldine C. Tirmone
 Buyer, Seller, Landlord or Tenant
 Geraldine Tirmone
 Recorder

7-30-15
 Date

Texas Real Estate Brokerage services are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, please contact TREC at P.O. Box 12188, Austin, Texas 78711-2189, 512-956-3699 (<http://www.trec.texas.gov>)

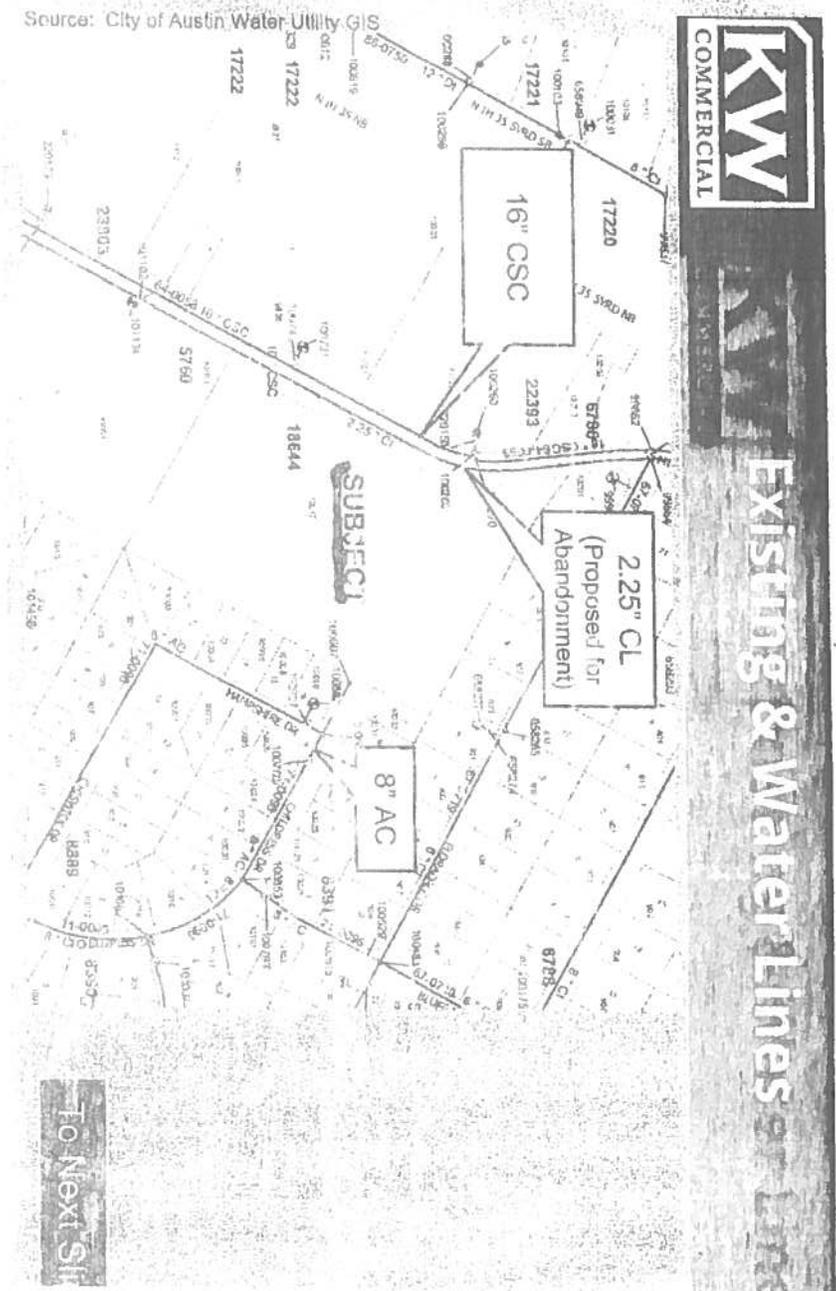
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TREC No. OP-K

JaNar Consulting, Inc. 9195 Highway 101, Suite 100, Dallas, TX 75243
 Phone: 512-219-9500 Fax: 512-219-1111 Richard Janson Rost

Middle Pkaville -

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Existing map

Attachment F

Fishtown (Senior) AUSTIN, TX Tax Exempt Bond Transaction Net Revenue Analysis

N.E. Austin, TX MSA

| # of Br's | # of Baths | % of AMGI | # of Units | Square Footage | 2016 Max. Rent | Utility Allowance | Net Max Rent | Proposed Project Rents | Extended Projected Rents | Rent per Sq. Ft. | Market Rent | Market Advantage | % Advantage |
|---------------|------------|-----------|------------|----------------|----------------|-------------------|--------------|------------------------|--------------------------|------------------|----------------|------------------|-------------|
| 1-Br | 1-8a | 60% | 58 | 734 | 876 | 66 | 810 | 810 | \$ 46,980 | \$ 1.10 | - | - | - |
| 2-Br | 1-8a | 60% | 114 | 969 | 1,051 | 80 | 971 | 971 | \$ 110,694 | \$ 1.00 | - | - | - |
| Totals | | | | | | | | | | 172 | 153,038 | | |

| Bedroom Breakdown | % | Avg Sq. Ft. | Monthly Rental Income | Gross Rent Potential | Vacancy | Garages | Car Ports | W/D's | Other Income PUPM | Net Revenue |
|-------------------|--------|-------------|-----------------------|----------------------|---------|---------|-----------|-------|-------------------|---------------------|
| 1 BD | 33.72% | 890 | | | 7.00% | | | | | \$ 1,892,088 |
| 2 BD | 66.28% | | | 24 | \$50.00 | 24 | \$35.00 | 26 | \$35.00 | \$ 132,446 |
| | | | | | | | | | | \$ 14,400 |
| | | | | | | | | | | \$ 10,080 |
| | | | | | | | | | | \$ 10,920 |
| | | | | | | | | | | \$ 41,280 |
| | | | | | | | | | | \$ 1,836,322 |

| City of Austin | City of Austin | | | |
|------------------------|----------------|-----------|-----------|----------|
| | Studio | 1-Br | 2-Br | 3-Br |
| Heating-Gas | 4 | 4 | 4 | 4-Br |
| A/C | 10 | 15 | 15 | |
| Cooking-Electric | 5 | 6 | 6 | |
| Other Electric | 26 | 32 | 32 | |
| Base Gas Charge | 16 | 16 | 16 | |
| Water Heater-Gas | 5 | 7 | 7 | |
| Total Allowance | 0 | 66 | 80 | 0 |

| APPLICABLE FRACTION | |
|---------------------------------|---------|
| Number of Affordable Units | 172 |
| Number of Market Rate Units | 0 |
| Total Size Affordable Units | 153,038 |
| Total Size of Market Rate Units | 0 |
| Applicable Fraction: | 1.0000 |

HTC Rent Limits for 2016

| Bedrooms (People) | 60.00% | FMR |
|-------------------|--------|----------|
| 1 Bedroom (1.5) | 876 | 853.00 |
| 2 Bedrooms (3.0) | 1,051 | 1,074.00 |
| 3 Bedrooms (4.5) | 1,214 | 1,454.00 |
| 4 Bedrooms (6.0) | 1,354 | 1,762.00 |
| 5 Bedrooms (7.5) | 1,494 | |

Attachment F

Fiskville(Senior) AUSTIN, TX Tax Exempt Bond Transaction Underwriting

| | | | | | |
|---------------------|----|---------------------|-------------------|---------|------------------|
| Gross Income | \$ | 1,892,088 | Total Square Feet | 153,038 | |
| Vacancy | 7% | \$ 132,446 | Number of Units | 172 | |
| | | \$ - | | | |
| <u>Other Income</u> | | <u>\$ 76,680</u> | | | |
| Net Revenue | | \$ 1,836,322 | | | 1,836,322 |

| OPERATING EXPENSES | PSF | PER UNIT | % EGI | ANNUAL | TYPE |
|------------------------------------|----------------|-----------------|--------------|----------------|------------------|
| PAYROLL | \$ 1.17 | \$ 1,039 | 9.7% | 178,708 | Fixed |
| ADMINISTRATION | \$ 0.23 | \$ 205 | 1.9% | 35,260 | Fixed |
| MANAGEMENT | \$ 0.42 | \$ 374 | 3.50% | 64,271 | Variable |
| REPAIR & MAINT. | \$ 0.65 | \$ 581 | 5.4% | 99,932 | Variable |
| UTILITIES | \$ 0.79 | \$ 700 | 6.6% | 120,400 | Variable |
| MARKETING & RETENTION | \$ 0.05 | \$ 45 | 0.4% | 7,740 | Variable |
| Real Estate | \$ 1.07 | \$ 950 | 8.9% | 163,400 | Fixed |
| INSURANCE | \$ 0.25 | \$ 225 | 2.1% | 38,700 | Fixed |
| OTHER:Supportive Services Supplies | \$ 0.04 | \$ 40 | 0.4% | 6,880 | |
| OTHER:Security | \$ 0.07 | \$ 60 | 0.6% | 10,320 | |
| OTHER:TDHCA Compliance/Asset | \$ 0.04 | \$ 40 | 0.4% | 6,880 | |
| OTHER: | \$ - | \$ - | 0.0% | - | |
| SUBTOTAL | \$ 4.79 | \$ 4,259 | 39.9% | 732,491 | |
| REPLACEMENT RESERVES | \$ 0.28 | \$ 250 | 2.3% | 43,000 | |
| TOTAL EXPENSES | \$ 5.07 | \$ 4,509 | 42.2% | 775,491 | 775,491 |
| NET OPERATING INCOME | | | | | 1,060,831 |

Attachment F

SOURCES & USES

Fiskville(Senior) AUSTIN, TX Tax Exempt Bond Transaction

Madintosh HUD Users (as of 6/30/2016) Drafting BDDG 4 DC Files: Texas 2016-The Villages at Fiskville-Performs @ Fiskville (confirming rents & UAs) 7.1.16.xls UNDERWRITING

| OFF FUNDS | AMOUNT | PER UNIT | PER SF | % | ELIGIBLE | INELEGIBLE | CLASSIFICATION | |
|---|-------------------|------------|--------------|---------|----------|------------|----------------|------------|
| Construction Costs | | | | | | | | |
| Land | 1,139,268 | 6,624 | \$ 7.44 | 4.4% | | 1,139,268 | Other | |
| Demolition | - | - | \$ - | 0.0% | | - | | |
| Construction | | | | | | | | |
| Buildings (New) w/tax exemption savings | 15,893,148 | 12,384,000 | \$ 72,000.00 | 80.92 | 47.4% | 12,384,000 | Building | |
| On Site Work | 92,402.02 | 2,524,331 | \$ 14,676.34 | 16.49 | 9.7% | 2,524,331 | Site Work | |
| Off Site Work | - | - | \$ - | - | 0.0% | - | | |
| Contingency | 5.00% | 756,817 | 4,400 | \$ 4.95 | 2.9% | 756,817 | Building | |
| Contractor Overhead | 2.00% | 313,303 | 1,822 | \$ 2.05 | 1.2% | 313,303 | Building | |
| Contractor Profit | 6.00% | 939,909 | 5,465 | \$ 6.14 | 3.6% | 939,909 | Building | |
| Contractor General Requirements | 6.00% | 939,909 | 5,465 | \$ 6.14 | 3.6% | 939,909 | Building | |
| Garages/Carports | 228,000 | 1,326 | \$ 1.49 | 0.9% | - | 228,000 | Personal Prop | |
| Total SOV: | 17,329,452 | | | | | | | |
| Architect | 744,095 | 4,326 | \$ 4.86 | 2.8% | 744,095 | - | Building | |
| Other: MEP/Structural | 60,000 | 349 | \$ 0.39 | 0.2% | 60,000 | - | Building | |
| Other: Civil-GICE & Red Dog | 100,000 | 581 | \$ 0.65 | 0.4% | 100,000 | - | Building | |
| Other: | - | - | \$ - | - | 0.0% | - | - | |
| Costs of Issuance (Bond Deals Only) | 18,865,000 | | | | | | | |
| Lender - Application Fee and Legal Engagment | 0.00% | 25,000 | 145 | \$ 0.16 | 0.1% | - | 25,000 | Loan Costs |
| LOC BANK Origination Fee | 0.00% | - | - | \$ - | 0.0% | - | - | |
| Construction LOC Admin Loan Fee | 0.00% | - | - | \$ - | 0.0% | - | - | Loan Costs |
| Redstone Origination Fee | 1.25% | 153,650 | 893 | \$ 1.00 | 0.6% | 153,650 | - | Loan Costs |
| CS Construction Letter of Credit (Bonds)-Annual | 0.00% | - | - | \$ - | 0.0% | - | - | Loan Costs |
| Redstone - LOC Origination | 0.00% | - | - | \$ - | 0.0% | - | - | Loan Costs |
| Legal - Issuer Counsel | - | - | \$ - | - | 0.0% | - | - | |
| Legal - Bond Counsel | 65,000 | 378 | \$ 0.42 | 0.2% | - | 65,000 | Loan Costs | |
| Legal - Trustee Counsel | 5,000 | 29 | \$ 0.03 | 0.0% | - | 5,000 | Loan Costs | |
| Legal - Disclosure Counsel | - | - | \$ - | - | 0.0% | - | - | |
| Legal - HUD | - | - | \$ - | - | 0.0% | - | - | |
| Legal - Lender Counsel | 35,000 | 203 | \$ 0.23 | 0.1% | 35,000 | - | Loan Costs | |
| Legal - Borrowers Counsel | 105,000 | 610 | \$ 0.69 | 0.4% | 105,000 | - | Loan Costs | |
| Legal - Underwriter Counsel | - | - | \$ - | - | 0.0% | - | - | Loan Costs |
| Legal - Syndicator Counsel | 45,000 | 262 | \$ 0.29 | 0.2% | - | 45,000 | Loan Costs | |
| Legal - Other | 0 | - | \$ - | - | 0.0% | - | - | Loan Costs |
| Fee - Freddie Commitment Fee LC | 0% | - | - | \$ - | 0.0% | - | - | |
| Fee - Bond Commission | 0.000% | - | - | \$ - | 0.0% | - | - | Loan Costs |
| Fee - HACA Bond Issuance Costs | 0.000% | - | - | \$ - | 0.0% | - | - | Loan Costs |
| Fee - Issuer App Fee & Expenses | - | - | \$ - | - | 0.0% | - | - | Loan Costs |
| Fee - Trustee Fee | 3,500 | 20 | \$ 0.02 | 0.0% | - | 3,500 | Loan Costs | |
| Fee - Underwriter Fee | 0.00% | - | - | \$ - | 0.0% | - | - | Loan Costs |
| Fee - Financial Advisor | - | - | \$ - | - | 0.0% | - | - | |
| Fee - Accounting | 10,000 | 58 | \$ 0.07 | 0.0% | - | 10,000 | Loan Costs | |
| Fee - Transcript | - | - | \$ - | - | 0.0% | - | - | |
| Fee - Examination | - | - | \$ - | - | 0.0% | 0 | (0) | |
| CDI Cost Contingency | 25,000 | 145 | \$ 0.16 | 0.1% | - | 25,000 | Loan Costs | |
| Other: FHA Mortgage Insurance Premium | 0.00% | - | - | \$ - | 0.0% | 0 | (0) | Loan Costs |
| Other: FHA Examination Fee | 0.00% | - | - | \$ - | 0.0% | - | - | Loan Costs |
| Other: FHA Inspection Fee | - | - | \$ - | - | 0.0% | - | - | Loan Costs |
| Other: Printing | - | - | \$ - | - | 0.0% | - | - | Loan Costs |
| Other: Placement Agent Fee-Lancaster | - | - | \$ - | - | 0.0% | - | - | Loan Costs |
| Other | | | | | | | | |
| Feasibility Study | 6,500 | 38 | \$ 0.04 | 0.0% | 6,500 | - | | |
| Environmental Study/Phase I | 2,500 | 15 | \$ 0.02 | 0.0% | 2,500 | - | Building | |
| Market Study | 7,500 | 44 | \$ 0.05 | 0.0% | 7,500 | - | Building | |
| Geotechnical/Soils Report | 3,500 | 20 | \$ 0.02 | 0.0% | 3,500 | - | Building | |
| Appraisal | 6,500 | 38 | \$ 0.04 | 0.0% | 6,500 | - | Loan Costs | |
| Other Construction Costs | | | | | | | | |
| Permits & Fees | - | - | \$ - | - | 0.0% | - | - | Building |
| Title Insurance & Recording | 125,000 | 727 | \$ 0.82 | 0.5% | 125,000 | - | Building | |
| Payment & Performance Bond/LOC | - | - | \$ - | - | 0.0% | - | - | Building |
| Real Estate Taxes during Const | 2,000 | - | \$ - | - | 0.0% | - | - | Building |
| Inspection Fees | 12,000 | 70 | \$ 0.08 | 0.0% | 6,000 | 6,000 | Building | |
| Hazard & Liability Insurance | 70,000 | 407 | \$ 0.46 | 0.3% | 30,000 | 40,000 | Building | |
| Builders Risk Insurance | 100,000 | 581 | \$ 0.65 | 0.4% | 100,000 | - | Building | |
| Other - See Cost of Issuance Above | | | | | | | | |
| Other: Bridge Loan Repay | 0.00% | - | - | \$ - | 0.0% | - | - | |

Materials-42% \$7,278,369.72
Labor-58% \$10,051,081.99

Attachment F

Villages at Fiskville

| <u>Sources</u> | | <u>Uses</u> | |
|------------------------|---------------------|----------------------------|-----------------------|
| Private Activity Bonds | \$15,365,000.00 | Acquisition | \$1,139,268.00 |
| Equity | \$9,931,816.00 | Construction & Related | \$18,990,363.00 |
| Other Financing | \$0.00 | Soft & Carrying Costs | \$2,223,957.00 |
| Deferred Developer Fee | <u>\$850,887.00</u> | Reserves and Developer Fee | <u>\$3,794,116.00</u> |
| | \$26,147,703.00 | | \$26,147,704.00 |

monitor properties it manages with governmental reporting requirements. We understand the importance of being “in compliance” and the process that accompanies it.

COMMERCIAL

Capstone's Commercial Division manages approximately 300,000 square feet of space. Our experience includes every property type from office buildings, retail centers, industrial parks and warehouse facilities to downtown buildings, neighborhood centers and malls. Our comprehensive experience in commercial real estate and our commitment to building relationships with clients, tenants, and the brokerage community provides results for our clients' investments.

PROFESSIONAL PERSONNEL DEVELOPMENT

The key to quality client service is motivated and well-trained personnel. Our training department conducts extensive monthly seminars to each of our regional offices covering:

- ◆ Leasing & Marketing
- ◆ Risk Management
- ◆ Resident Retention
- ◆ Fair Housing
- ◆ Accounting Software
- ◆ Performance Evaluation

Our corporate-wide incentive program, “Accelerating Income Monthly” (AIM), rewards on-site staff for increasing the property's economic occupancy. The program aligns on-site staff, District Manager and Owner objectives into one concise statement; increase property income and value.

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Tax Credit Specialist (TCS), Housing Credit Certified Professional (HCCP®), National Compliance Professional (NCP)
Certified Professional of Occupancy (CPO), Continuing Certified Credit Compliance Professional (C4P)

LEVERAGED EXPENSE CONTROL

Capstone's National Accounts has saved our clients millions of dollars by leveraging our portfolio with the industry's most recognized vendors. We have negotiated highly competitive contracts and volume discounts for the recurring top expenses a community has, such as property insurance, utilities, flooring, maintenance supplies, paint supplies, office supplies, among many more. Our auditing program recaptures expenses such as utility bill overages, residents' electricity, and through a thorough waste management review. Our clients enjoy the assurance that routine operating expenses are closely monitored and significantly discounted through Capstone's National Accounts.

- ◆ Volume Purchasing Program
- ◆ Negotiated Service Contracts Software
- ◆ Master Insurance Program
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