LIMITED OFFERING MEMORANDUM DATED OCTOBER 13, 2021

NEW ISSUE **NOT RATED**

PROSPECTIVE PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED TO "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" HEREIN. THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT IN RELIANCE UPON THE EXEMPTION PROVIDED BY SECTION 3(A)(2) THEREIN. NO ACTION HAS BEEN TAKEN TO QUALIFY THE BONDS FOR SALE UNDER THE SECURITIES LAWS OF ANY STATE. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" HEREIN.

In the opinion of Bond Counsel, interest on the Bonds will be excludable from gross income for federal income tax purposes under existing law, subject to the matters described under "TAX MATTERS" herein. See "TAX MATTERS" herein for a discussion of Bond Counsel's opinion, including a description of certain alternative minimum tax consequences for corporations.

$81,175,000
NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1
(a political subdivision of the State of Texas located in the City of Celina, Texas)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(MAJOR IMPROVEMENTS PROJECT)

Dated Date: Date of Delivery **Due: September 15, as shown on the inside cover**
Interest to Accrue from Date of Delivery

The North Parkway Municipal Management District No. 1 Special Assessment Revenue Bonds, Series 2021 (Major Improvements Project) (the "Bonds") are being issued by the North Parkway Municipal Management District No. 1 (the "District"). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of $25,000 of principal amount and any integral multiple of $1,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover, calculated on the basis of a 360-day year of twelve 30-day months, payable on each March 15 and September 15, commencing March 15, 2022, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by Wilmington Trust, National Association, as trustee (the "Trustee"), or its authorized successor, to DTC as the registered owner thereof. See "BOOK-ENTRY ONLY SYSTEM."

The Bonds are being issued by the District pursuant to Chapter 3986, Texas Special District Laws Code (the "District Legislation") and Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), an order adopted by the Board of Directors of the District (the "Board of Directors") on October 6, 2021, and an Indenture of Trust, dated as of October 1, 2021 (the "Indenture"), entered into by and between the District and the Trustee.

Proceeds of the Bonds will be used to provide funds for (i) paying the costs of the "Major Improvements" which consist of certain public improvements that will benefit all assessed property in the District, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvements, (iii) funding a reserve fund for the payment of principal of and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, if any, and (v) paying the costs of issuing the Bonds. The District is expected to be a mixed-use development, and is commonly known as "Legacy Hills." See "THE MAJOR IMPROVEMENTS" and "APPENDIX B — Form of Indenture." Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The Bonds, when issued and delivered, will constitute valid and binding special obligations of the District payable solely from and secured by the Pledged Revenues, consisting primarily of Assessments (as defined herein) levied against assessable properties in the District in accordance with a Service and Assessment Plan, all to the extent and upon the conditions described herein. The Bonds are not payable from funds raised or to be raised from taxation. See "SECURITY FOR THE BONDS."

The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under the subcaption "DESCRIPTION OF THE BONDS — Redemption Provisions."

THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. SEE "SUITABILITY FOR INVESTMENT" AND "BONDHOLDERS' RISKS" HEREIN. THE BONDS ARE OFFERED ONLY TO PERSONS WHO MEET THE DEFINITION OF "QUALIFIED INSTITUTIONAL BUYER" (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT AND "ACCREDITED INVESTORS" (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT).

Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds.

THE BONDS ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE DISTRICT OR THE CITY OF CELINA, TEXAS (THE "CITY") AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE DISTRICT OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE DISTRICT'S OR THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE DISTRICT SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE DISTRICT OTHER THAN THE PLEDGED REVENUES. SEE "SECURITY FOR THE BONDS."

This cover page contains certain information for quick reference only. It is not a summary of the Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the District and accepted by the Underwriter, subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of Winstead PC, Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See "APPENDIX D — Form of Opinion of Bond Counsel." Certain legal matters will be passed upon for the District by Winstead PC as Disclosure Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, Locke Lord LLP and for the Master Developer, MM Celina 294 and MM Celina 40 by their counsel, Miklos Cinclair, PLLC. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about October 28, 2021.



MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS,
AND CUSIP NUMBERS

CUSIP Prefix: 661441[a]

$81,175,000
NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1
(a political subdivision of the State of Texas located in the City of Celina, Texas)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(MAJOR IMPROVEMENTS PROJECT)

$4,462,000 3.625% Term Bonds, Due September 15, 2026, Priced to Yield 3.625%; CUSIP Suffix AA3 [a] [c]

$8,805,000 4.250% Term Bonds, Due September 15, 2031, Priced to Yield 4.250%; CUSIP Suffix AB1[a] [c]

$25,433,000 4.750% Term Bonds, Due September 15, 2041, Priced to Yield 4.750%; CUSIP Suffix AC9[a] [b] [c]

$42,475,000 5.000% Term Bonds, Due September 15, 2051, Priced to Yield 4.950%; CUSIP Suffix AD7[a] [b] [c] [d]

(a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are provided for convenience of reference only. None of the District, the District's Financial Advisor or the Underwriter takes any responsibility for the accuracy of such numbers.

(b) The Bonds maturing on or after September 15, 2041 are subject to redemption, in whole or in part, prior to stated maturity, at the option of the District, on any date on or after September 15, 2031, at the redemption prices set forth herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(c) The Bonds are also subject to mandatory sinking fund redemption, extraordinary optional redemption and extraordinary mandatory redemption as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(d) Priced to first call.

NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1
BOARD OF DIRECTORS

Name	Office	Term Expires (June 1)
Greg Leveling	President	2025
William Rogers	Vice President	2023
Robert Klarer	Secretary	2025
James Rose	Assistant Secretary	2023
Steve Mitchell	Assistant Secretary	2025

ADMINISTRATOR
MuniCap, Inc.

FINANCIAL ADVISOR TO THE DISTRICT
SAMCO Capital Markets, Inc.

BOND COUNSEL AND DISCLOSURE COUNSEL
Winstead PC

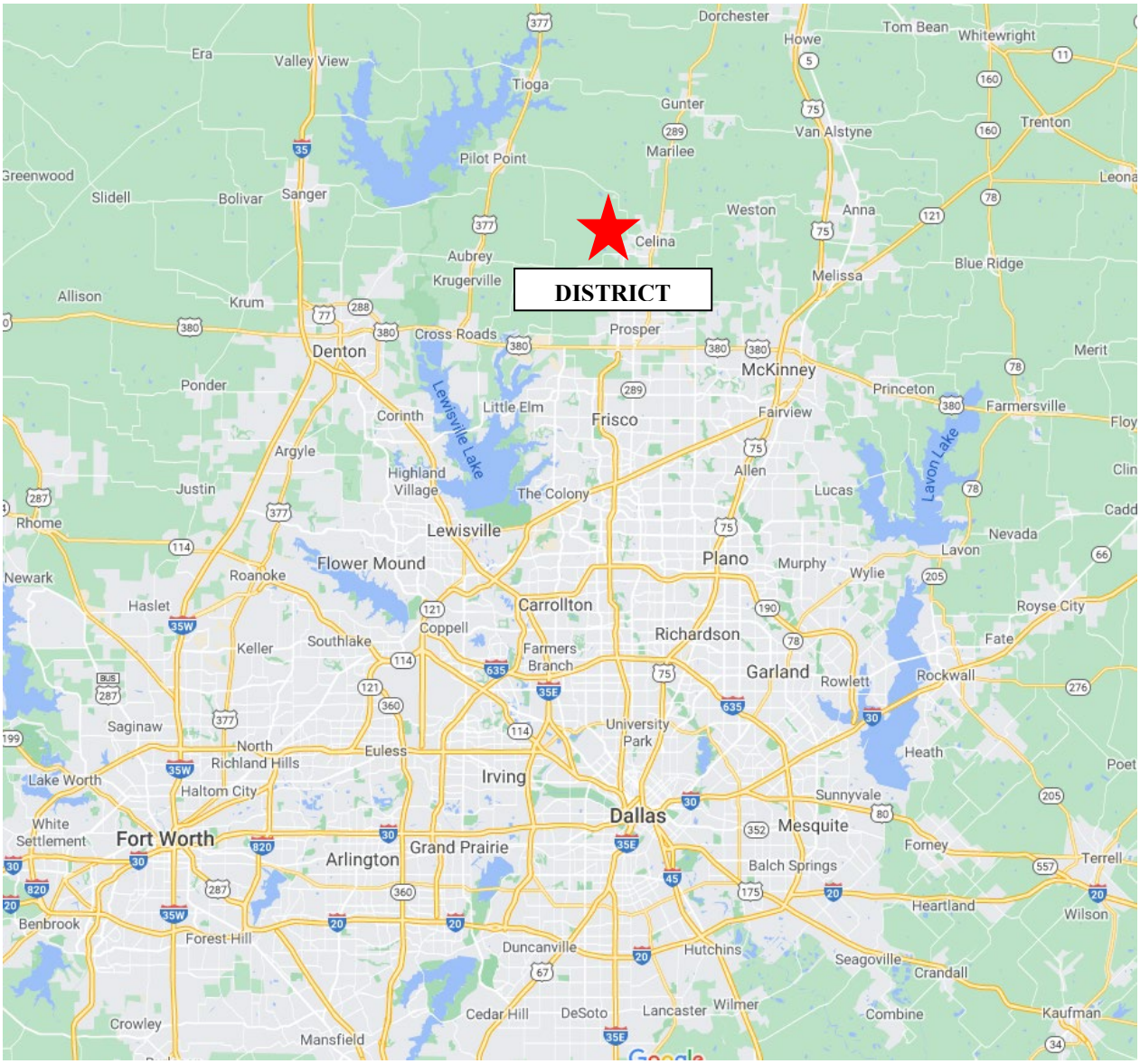
UNDERWRITER'S COUNSEL
Locke Lord LLP

For additional information regarding the District, please contact:

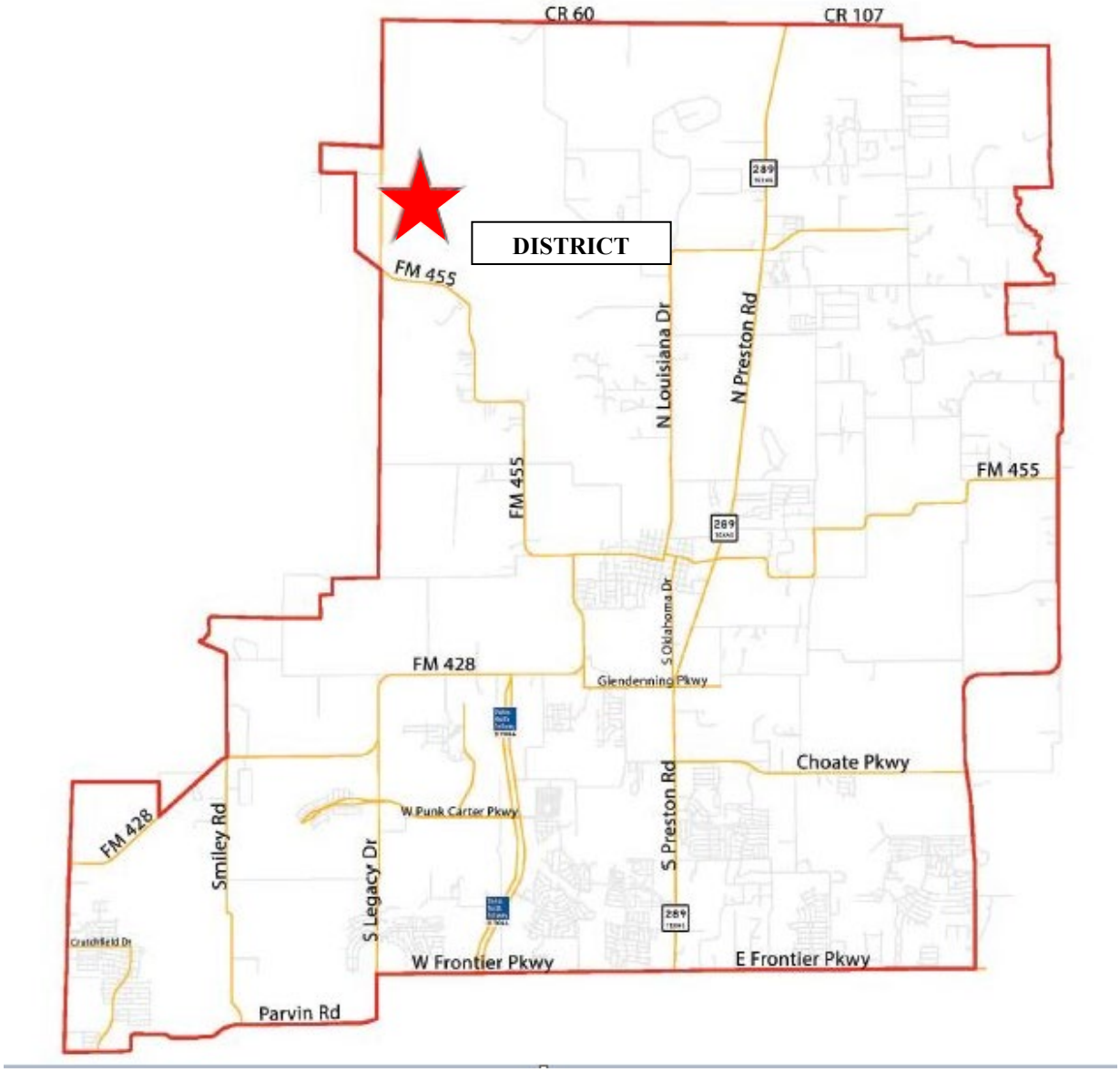
North Parkway Municipal Management District No. 1
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201
Attn: Ross S. Martin
(214) 743-5353
rmartin@winstead.com

SAMCO Capital Markets, Inc.
1700 Pacific Avenue
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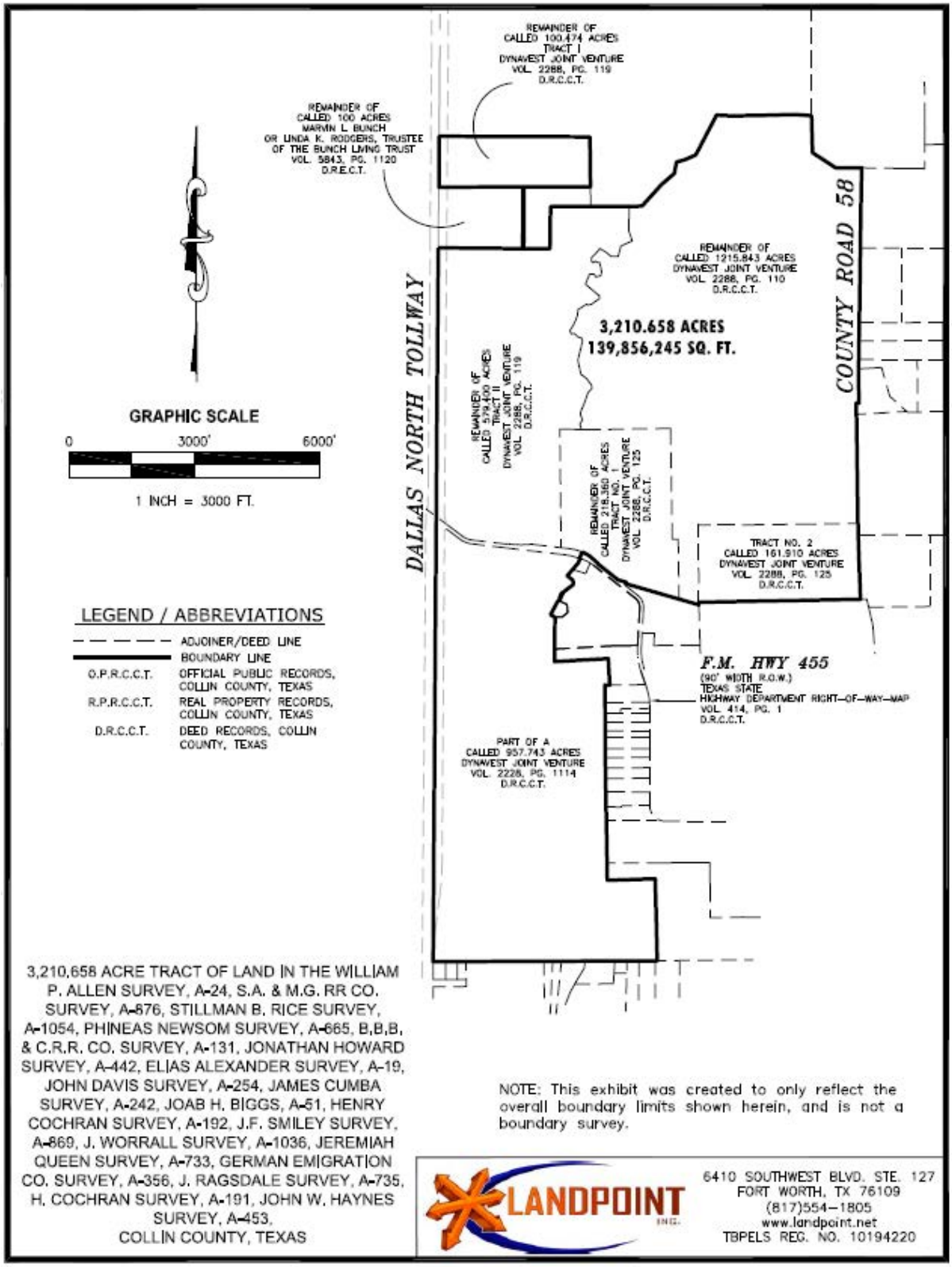
REGIONAL LOCATION MAP OF THE DISTRICT



AREA LOCATION MAP OF THE DISTRICT



MAP SHOWING EXPECTED BOUNDARIES OF THE DISTRICT*



* Map depicts expected boundaries of the District after exclusion of the excluded land. See "PLAN OF FINANCE – The District."

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT, THE MASTER DEVELOPER, OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THIS LIMITED OFFERING MEMORANDUM HAS BEEN PREPARED SOLELY FOR AN OFFERING TO "QUALIFIED INSTITUTIONAL BUYERS" (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT AND "ACCREDITED INVESTORS" (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT) (EACH, AN "APPROVED INVESTOR") WITHOUT GENERAL SOLICITATION OR ADVERTISING.

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE DISTRICT AND OBTAINED FROM SOURCES, INCLUDING THE MASTER DEVELOPER, WHICH ARE BELIEVED BY THE DISTRICT AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT OR THE MASTER DEVELOPER SINCE THE DATE HEREOF.

NEITHER THE DISTRICT NOR THE UNDERWRITER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS LIMITED OFFERING MEMORANDUM.

THE DISTRICT, THE MASTER DEVELOPER, THE DISTRICT'S FINANCIAL ADVISOR AND THE UNDERWRITER MAKE NO REPRESENTATIONS AS TO THE ACCURACY OF THE APPRAISAL REPORT OR THE SOUNDNESS OF ANY OF THE ASSUMPTIONS, THE VALUATION TECHNIQUES OR THE METHODOLOGY CONTAINED THEREIN. PROSPECTIVE INVESTORS SHOULD READ THE APPRAISAL REPORT IN ITS ENTIRETY, INCLUDING THE LIMITATIONS AND QUALIFICATIONS CONTAINED THEREIN, PRIOR TO MAKING A DECISION TO PURCHASE THE BONDS. SEE "APPRAISAL OF PROPERTY WITHIN THE DISTRICT", "BONDHOLDERS' RISKS – USE OF APPRAISAL," "AND "APPENDIX F – APPRAISAL OF PROPERTY WITHIN THE DISTRICT".

THE DISTRICT, THE MASTER DEVELOPER, THE DISTRICT'S FINANCIAL ADVISOR AND THE UNDERWRITER MAKE NO REPRESENTATIONS AS TO THE ACCURACY OF THE MARKET STUDY OR THE SOUNDNESS OF ANY OF THE ASSUMPTIONS, THE TECHNIQUES OR THE METHODOLOGY CONTAINED THEREIN. PROSPECTIVE INVESTORS SHOULD READ THE MARKET STUDY IN ITS ENTIRETY, INCLUDING THE LIMITATIONS AND QUALIFICATIONS CONTAINED THEREIN, PRIOR TO MAKING A DECISION TO PURCHASE THE BONDS. SEE "APPENDIX H – MARKET STUDY".

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE

UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH AS "PLAN," "EXPECT," "ESTIMATE," "PROJECT," "ANTICIPATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS LIMITED OFFERING 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 CITY OF CELINA, TEXAS (THE "CITY") HAS NOT UNDERTAKEN TO REVIEW THIS LIMITED OFFERING MEMORANDUM OR ASSUMED ANY RESPONSIBILITY FOR THE MATTERS CONTAINED HEREIN. ALL FINDINGS AND DETERMINATIONS BY THE CITY ARE AND HAVE BEEN MADE FOR ITS OWN INTERNAL USES AND PURPOSES IN PERFORMING ITS DUTIES AND OBLIGATIONS UNDER THE DISTRICT LEGISLATION AND THE DEVELOPMENT AGREEMENT (AS DEFINED HEREIN). NOTWITHSTANDING ITS APPROVAL OF THE BONDS FOR PURPOSES OF THE DISTRICT LEGISLATION AND THE DEVELOPMENT AGREEMENT, THE CITY DOES NOT ENDORSE OR IN ANY MANNER, DIRECTLY OR INDIRECTLY, GUARANTEE OR PROMISE TO PAY THE BONDS FROM ANY TAXES OR OTHER SOURCE OF FUNDS OF THE CITY OR GUARANTEE, WARRANT OR ENDORSE THE CREDITWORTHINESS OR CREDIT STANDING OF THE DISTRICT OR IN ANY MANNER GUARANTEE, WARRANT OR ENDORSE THE INVESTMENT QUALITY OR VALUE OF THE BONDS. THE BONDS ARE PAYABLE SOLELY AS DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM AND ARE NOT IN ANY MANNER PAYABLE WHOLLY OR PARTIALLY FROM ANY FUNDS OR PROPERTIES OTHERWISE BELONGING TO THE CITY.

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LIMITED OFFERING MEMORANDUM

$81,175,000
NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1
(a political subdivision of the State of Texas located in the City of Celina, Texas)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(MAJOR IMPROVEMENTS PROJECT)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, inside cover and appendices hereto, is to provide certain information in connection with the issuance and sale by the North Parkway Municipal Management District No. 1 (the "District"), of its $81,175,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2021 (Major Improvements Project) (the "Bonds").

THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. SEE "SUITABILITY FOR INVESTMENT" AND "BONDHOLDER RISKS" HEREIN. THE BONDS ARE OFFERED ONLY TO PERSONS WHO MEET THE DEFINITION OF "QUALIFIED INSTITUTIONAL BUYER" (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT OF 1933) AND "ACCREDITED INVESTORS" (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT) (EACH, AN "APPROVED INVESTOR").

PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. See "SUITABILITY FOR INVESTMENT" and "BONDHOLDERS' RISKS."

The Bonds are being issued by the District pursuant to Chapter 3986, Texas Special District Laws Code (the "District Legislation") and the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), an order authorizing the issuance of the Bonds adopted by the Board of Directors of the District (the "Board of Directors") on October 6, 2021 (the "Bond Order"), and an Indenture of Trust, dated as of October 1, 2021 (the "Indenture"), entered into by and between the District and Wilmington Trust, National Association, as trustee (the "Trustee"). The Bonds will be secured by special assessments levied against assessable property located within the District (as described below) pursuant to an order (the "Assessment Order") adopted by the Board of Directors on October 6, 2021 (the "Assessments").

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Limited Offering Memorandum that are not otherwise defined herein shall have the meanings set forth in the Indenture. See "APPENDIX B — Form of Indenture."

Set forth herein are brief descriptions of the District, the Assessment Order, the Service and Assessment Plan, the Bond Order, the Construction, Funding and Acquisition Agreement (as defined herein), the Development Agreement (as defined herein), MM Celina 3200, LLC, a Texas liability company (the "Master Developer"), the Pod Developers (as defined herein) and the Administrator (as defined herein), together with summaries of terms of the Bonds and the Indenture and certain provisions of the District Legislation and the PID Act. All references herein to such documents and the District Legislation or the PID Act are qualified in their entirety by reference to such documents or such legislation or act and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the Underwriter, FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, telephone number (214) 302-2246. The Form of Indenture appears in APPENDIX B and the Form of Service and Assessment Plan appears in APPENDIX C. The information provided under this caption "INTRODUCTION" is intended to provide a brief overview of the information provided in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

PLAN OF FINANCE

The District

The District was created by Dynavest Joint Venture, LLC, an entity unaffiliated with the Master Developer, through the acts of the 86th Texas Legislature in 2019 for the primary purpose of facilitating the construction and continued maintenance of quality mixed-use residential and commercial development to benefit the residents of the City of Celina, Texas (the "City"). The District is authorized under the District Legislation to undertake the financing of certain public improvements benefitting the District, including the Major Improvements (as defined herein). The District Legislation empowers the District to levy special assessments to fund public improvements that benefit all or a substantial portion of the District.

The District as created by the District Legislation contained approximately 3,236.601 acres (the "Original District Acreage"). The District has received a petition to exclude certain land located within the Original District Acreage and expects to exclude such land after consent of the City to such exclusions, which consent was obtained on October 12, 2021. After such exclusions, the District is expected to contain approximately 3,210 acres. The expected boundaries of the District are shown in the "MAP SHOWING EXPECTED BOUNDARIES OF THE DISTRICT" on page v. Such map depicts the expected boundaries of the District after such expected exclusions. No Assessments will be levied on the excluded land, and such land shall not be included as part of the Assessed Property. Further, the District may not exclude any land on which assessments or taxes have been levied nor can the District exclude land if unlimited tax bonds have been issued by the District. See "THE DISTRICT – Background."

Development Plan and Plan of Finance

The Master Developer plans to develop the real property within the District as a mixed-use master planned community to be known as Legacy Hills (the "Development"). The Development is located within the corporate boundaries of the City and in Collin County, Texas, approximately forty miles north of Dallas and adjacent to the proposed path of the next phase of the Dallas North Tollway. Access to the District is currently provided from FM 455. The Development's location as part of the rapidly expanding northern corridor of the Dallas-Fort Worth Metroplex suggests significant growth over the next several years.

The District, after the exclusions described above, is expected to contain approximately 3,210 acres, approximately 2,193 of which are developable land. The Development is expected to include up to approximately 7,000 single-family residential homes, approximately 4,100 multifamily residential units, and approximately 100 acres of commercial development located along the Dallas North Tollway. Amenities in the Development are expected to include multiple amenity centers, a championship golf course with a clubhouse, open spaces and trails. Approximately 27 acres in the Development will be dedicated to the City for development of a sports park. See "THE DEVELOPMENT – Development Plan."

A portion of the land containing single-family residential homes is expected to be owned and developed as discrete "pods" by regional and national homebuilders, including Ashton Woods, Beazer Homes, First Texas Homes, Lennar Homes, and Mattamy Homes (collectively, the "Builder Pod Developers"), which Builder Pod Developers will complete lots and construct homes on their respective land within the District. Additional single family lot development is expected to be completed by MM Celina 294, LLC ("MM Celina 294") and MM Celina 40, LLC ("MM Celina 40"), each affiliates of the Master Developer, which affiliates will develop single-family lots for sale to homebuilders (M/I Homes and D.R. Horton) on a takedown basis. Such pods are expected to be developed in phases. See "THE DEVELOPMENT – Development Plan." The Builder Pod Developers, MM Celina 294 and MM Celina 40 are collectively referred to herein as the "Pod Developers." The Builder Pod Developers are expected to collectively develop approximately 3,294 lots in the District, MM Celina 294 is expected to develop approximately 1,216 lots in the District, and MM Celina 40 is expected to develop approximately 192 lots in the District. See "THE DEVELOPMENT – Expected Build-Out of Single-Family Development and Home Prices in the Development." A portion of the lots to be developed by Ashton Woods (approximately 278 located on Parcel 11) are expected to be utilized as single-family for rent homes. The Master Developer owns approximately 587 acres of additional land in the Development which is expected to be developed into single-family lots in the future, either by the Master Developer or by additional builders in a manner similar to the Builder Pod Developers.

Commercial and multifamily development in the District 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. See "THE DEVELOPMENT – Expected Commercial/Multi-Family Development in the Development."

The Master Developer acquired the land within the District on August 2, 2021 and subsequently sold or conveyed various parcels of land within the District to buyers, including the Pod Developers and investors expected to develop land zoned for commercial and multi-family uses. See "ACQUISITION OF PROPERTY IN THE DEVELOPMENT AND DEVELOPMENT FINANCING PLAN – Master Developer Property Acquisition and Financing – *Property Acquisition, Concurrent Sales and Subsequent Sale*." The land in the District is currently owned by the Master Developer, the Pod Developers, and certain other holders as described under "THE DEVELOPMENT – Overview."

Development in the District will begin with the construction of (a) certain major roadway improvements, water distribution system improvements, sanitary sewer collection system improvements, and storm drainage collection system improvements (i) benefitting the Assessed Property (as defined herein) in the District (the "Major Improvements") and (ii) benefitting the entire commercial and multi-family portions of the District (the "Commercial/MF Major Improvements" and, together with the Major Improvements, the "District Major Improvements"), and certain local improvements benefitting discrete portions of the District (the "Local Improvements"), which improvements are expected to be constructed by the Pod Developers. See "THE DEVELOPMENT – Development Plan." The District Major Improvements and the Local Improvements will be dedicated to the District and conveyed to the City and constructed in accordance with City standards.

Financing of Major Improvements - The Bonds. The Master Developer is responsible for construction of the Major Improvements, construction of which is expected to begin Q1 2022 and expected to be completed in Q3 2023. The District will pay the costs of the Major Improvements from proceeds of the Bonds. The Master Developer will submit payment requests on a monthly basis for costs actually incurred in developing and constructing the Major Improvements and be paid in accordance with the Indenture and the "Major Improvements Construction, Funding and Acquisition Agreement" by and between the District and the Master Developer (the "Construction, Funding and Acquisition Agreement"). See "THE MAJOR IMPROVEMENTS," "THE DEVELOPMENT," "ACQUISITION OF PROPERTY IN THE DEVELOPMENT AND DEVELOPMENT FINANCING PLAN," and "APPENDIX G – Form of Construction, Funding and Acquisition Agreement."

The Master Developer obtained a loan from Trez Capital (2015) Corporation ("Trez") in an amount up to $60,600,000 as backup financing for the Major Improvements as part of the due diligence process relating to the sale of portions of land within the District to the Builder Pod Developers. It is expected that such loan will be terminated upon the issuance of the Bonds. See "ACQUISITION OF PROPERTY IN THE DEVELOPMENT AND DEVELOPMENT FINANCING PLAN – Master Developer Property Acquisition and Financing."

Financing of Commercial/MF Major Improvements - Capital Recovery Fees. The Master Developer is responsible for construction of the Commercial/MF Major Improvements, construction of which is expected to begin Q1 2022 and expected to be completed in Q3 2023. The District has entered into the Capital Recovery Fee Agreement (as defined herein), pursuant to which the City has agreed to pay to the District certain Capital Recovery Fees (as defined herein) collected within the Development to assist with the financing of the Commercial/MF Major Improvements. The District currently intends to issue a separate series of contract revenue bonds (the "Proposed Capital Recovery Fee Bonds") to finance the Commercial/MF Major Improvements, which Proposed Capital Recovery Fee Bonds, if issued, would be secured by payments to the District pursuant to the Capital Recovery Fee Agreement. See "THE DEVELOPMENT AGREEMENT" and "ACQUISITION OF PROPERTY IN THE DEVELOPMENT AND DEVELOPMENT FINANCING PLAN – The Capital Recovery Fee Agreement and the Capital Recovery Fees." **The Capital Recovery Fees are not pledged to and do not secure the payment of the Bonds**. The District has submitted documents related to the Proposed Capital Recovery Fee Bonds to the Office of the Attorney General of the State of Texas as required by Texas law. The Office of the Attorney General is currently evaluating the Proposed Capital Recovery Fee Bonds. In the event that the Office of the Attorney General does not approve the issuance of the Proposed Capital Recovery Fee Bonds, it is expected that the District will assign its interest in the Capital Recovery Fees to the Master Developer to allow for monetization of the Capital Recovery Fees through an alternate method. Delivery and issuance of the Bonds is not contingent upon the issuance of the Proposed Capital Recovery Fee Bonds or other monetization of the Capital Recovery Fees. See "ACQUISITION OF PROPERTY IN THE DEVELOPMENT AND DEVELOPMENT FINANCING PLAN – The Capital Recovery Fee Agreement and the Capital Recovery Fees."

Financing of Local Improvements. The Builder Pod Developers are expected to construct the Local Improvements benefitting their various tracts of land within the District utilizing cash, loans or other available capital. Each of the Builder

Pod Developers have entered into a "Facilities Reimbursement Agreement" (as defined herein) with the District relating to such Local Improvements, and the Builder Pod Developers have assigned their rights to reimbursement to the Master Developer. See "ACQUISITION OF PROPERTY IN THE DEVELOPMENT AND DEVELOPMENT FINANCING PLAN - Facilities Reimbursement Agreements and Future District Ad Valorem Tax Bonds." The Builder Pod Developers expect to complete phased development of their respective pods as outlined under "THE DEVELOPMENT - Expected Build-Out of Single-Family Development and Home Prices in the Development." In addition, other owners of property in the District have entered into Facilities Reimbursement Agreements with the District relating to such Direct Improvements, and such owners have assigned their rights to reimbursement to the Master Developer. The District may, if authorized in the future, issue bonds secured by ad valorem taxes to provide reimbursement for facilities constructed pursuant to a Facilities Reimbursement Agreement. See "THE DISTRICT – District Confirmation, Bond, and Powers Election to be held November 2, 2021" and "ACQUISITION OF PROPERTY IN THE DEVELOPMENT AND DEVELOPMENT FINANCING PLAN – Facilities Reimbursement Agreements and Future District Ad Valorem Tax Bonds." See also "ASSESSMENT PROCEDURES – Contractual Limitations on Assessment and Taxes Levied for Facilities Reimbursement Agreements within the District."

To assist with funding the costs of construction of certain Local Improvements (the "City PID Improvements") benefitting the approximately 331.5-acre portion of land in the District owned by MM Celina 294 (the "MM Celina 294 Property") and MM Celina 40 (the "MM Celina 40 Property"), the City formed a public improvement district, the "Legacy Hills Public Improvement District" (the "City PID"), and entered into two separate reimbursement agreements (the "City Reimbursement Agreements") with the District relating to utilization of assessments levied in the City PID and the payment of costs of the City PID Improvements. Pursuant to the City Reimbursement Agreement, the City has levied assessments (the "City PID Assessments") in the amount of $13,300,000 on a portion of the land within the City PID (consisting of approximately 154 acres located in the City PID) (the "City PID Assessed Property") on October 12, 2021 to assist with funding Local Improvements for the first phases of development within the City PID on the City PID Assessed Property. Concurrently with the issuance of the Bonds, the District expects to issue an initial series of contract revenue bonds in the amount of $13,300,000 (the "District Contract Revenue Bonds") to provide upfront financing to fund the City PID Improvements. The District Contract Revenue Bonds shall be secured by payments to be made under an interlocal agreement by and between the City and the District consisting primarily of the City PID Assessments. See "ACQUISITION OF PROPERTY IN THE DEVELOPMENT AND DEVELOPMENT FINANCING PLAN – MM Celina 294 and MM Celina 40 – Property Acquisition and Financing" and "BONDHOLDERS' RISKS - Overlapping City PID Assessment and District Assessment on MM Celina 294 and MM Celina 40 Property; Future City PID Assessments." **The City PID Assessments are not pledged to and do not secure the payment of the Bonds**.

In addition to utilizing a portion of the proceeds of the District Contract Revenue Bonds to fund City PID Improvements benefitting the MM Celina 294 Property, MM Celina 294 has obtained a development loan as described under "ACQUISITION OF PROPERTY IN THE DEVELOPMENT AND DEVELOPMENT FINANCING PLAN - MM Celina 294/MM Celina 40 – Property Acquisition and Financing" in order to finance the costs of improvements to the MM Celina 294 Property. MM Celina 40 expects to fund the portion of the City PID Improvements benefitting the MM Celina 40 Property using a portion of the proceeds of the District Contract Revenue Bonds Property, earnest money deposited by Dream Finder and, if necessary, a loan from a third party lender. MM Celina 40 expects to obtain a third-party development loan after closing of the District Contract Revenue Bonds.

It is expected that the District will issue one or more series of additional bonds (collectively, the "Future PID Contract Revenue Bonds") to finance the cost of Local Improvements benefitting each distinct portion of the City PID developed as an individual phase after the first phase (each a "Future Phase" and collectively, the "Future Phases"). Such Future PID Contract Revenue Bonds will be secured by a pledge of revenues to be received by the District under an interlocal agreement, which are expected to consist of separate assessments levied by the City pursuant to the PID Act on assessable property within the applicable Future Phase in the City PID. See "ACQUISITION OF PROPERTY IN THE DEVELOPMENT AND DEVELOPMENT FINANCING PLAN – MM Celina 294 and MM Celina 40 – Property Acquisition and Financing" and "BONDHOLDERS' RISKS - Overlapping City PID Assessment and District Assessment on MM Celina 294 and MM Celina 40 Property; Future City PID Assessments."

The Bonds

Proceeds of the Bonds will be used to provide funds for (i) paying the costs of Major Improvements; (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvements; (iii) funding a reserve fund for the payment of principal of and interest on the Bonds; (iv) paying a portion of the costs incidental

to the organization of the District, if any; and (v) paying the costs of issuing the Bonds. To the extent that a portion of the proceeds of the Bonds is allocated for the payment of the costs of issuance of the Bonds and less than all of such amount is used to pay such costs, the excess amount may, at the option of the District, be transferred to another account or subaccount of the Project Fund (defined herein) or to the Principal and Interest Account of the Bond Fund to pay interest on the Bonds. See "THE MAJOR IMPROVEMENTS," "APPENDIX B — Form of Indenture" and "SOURCES AND USES OF FUNDS."

Payment of the Bonds is secured by a pledge of and a lien upon the Pledged Revenues, consisting primarily of Assessments to be levied against the assessable parcels or lots within the District, all to the extent and upon the conditions described herein and in the Indenture. See "SECURITY FOR THE BONDS" and "ASSESSMENT PROCEDURES." **The Bonds shall never constitute an indebtedness or general obligation of the District, the City, the State or any other political subdivision of the State, within the meaning of any Constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the District payable solely from the Trust Estate as provided in the Indenture. Neither the faith and credit nor the taxing power of the District, City, the State or any other political subdivision of the State is pledged to the payment of the Bonds.**

DESCRIPTION OF THE BONDS

General Description

The Bonds will mature on the dates and in the amounts set forth in the inside cover page of this Limited Offering Memorandum. Interest on the Bonds will accrue from their date of delivery to the Underwriter and will be computed on the basis of a 360-day year of twelve 30-day months. Interest on the Bonds will be payable on each March 15 and September 15, commencing March 15, 2022 (each an "Interest Payment Date"), until maturity or prior redemption. Wilmington Trust, National Association is the initial Trustee, Paying Agent and Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons, in authorized denominations of $25,000 of principal and any integral multiple of $1,000 in excess thereof ("Authorized Denominations"). Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), and purchases of beneficial interests in the Bonds will be made in book-entry only form. See "BOOK-ENTRY ONLY SYSTEM" and "SUITABILITY FOR INVESTMENT."

Redemption Provisions

Optional Redemption. The District reserves the right and option to redeem Bonds maturing on or after September 15, 2041 before their scheduled maturity dates, in whole or in part, on any date on or after September 15, 2031, such redemption date or dates to be fixed by the District, at a redemption price equal to par plus accrued interest to the date fixed for redemption (the "Redemption Price").

Extraordinary Optional Redemption. The District reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on the first day of any month, at 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued and unpaid interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as a result of a reduction in the Reserve Account Requirement due to such Prepayment as further described in the Indenture) and transfers to the Redemption Fund as a result of surplus Foreclosure Proceeds, surplus amounts in the Capitalized Interest Account and the Project Account, surplus amounts after satisfaction of the Reserve Account Requirement, Additional Interest Reserve Requirement and upon final maturity of the Bonds amounts on deposit in the Reserve Account and the Additional Interest Reserve Account, all as further described in the Indenture. See "ASSESSMENT PROCEDURES – Prepayment of Assessments" for the definition and description of "Prepayments."

Extraordinary Mandatory Redemption. The Bonds are subject to extraordinary mandatory redemption before their respective scheduled maturity dates, in whole or in part, on the next scheduled Interest Payment Date at a redemption price equal to 100% of the aggregate principal amount of the Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption to the extent that money is transferred to the Redemption Fund as a result of unexpended amounts in the Project Fund as provided in the Indenture.

Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the District in part at a price of 100% of the principal amount thereof, plus accrued and unpaid interest to the redemption date, from money available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to the Indenture, on the dates and in the respective sinking fund installments as set forth in the following schedule:

$4,462,000 Term Bond, Maturing on September 15, 2026

Redemption Date	Sinking Fund Installment
September 15, 2024	$1,430,000
September 15, 2025	1,487,000
September 15, 2026*	1,545,000

$8,805,000 Term Bond, Maturing on September 15, 2031

Redemption Date	Sinking Fund Installment
September 15, 2027	$1,607,000
September 15, 2028	1,680,000
September 15, 2029	1,757,000
September 15, 2030	1,838,000
September 15, 2031*	1,923,000

$25,433,000 Term Bond, Maturing on September 15, 2041

Redemption Date	Sinking Fund Installment
September 15, 2032	$2,011,000
September 15, 2033	2,114,000
September 15, 2034	2,222,000
September 15, 2035	2,335,000
September 15, 2036	2,455,000
September 15, 2037	2,581,000
September 15, 2038	2,713,000
September 15, 2039	2,852,000
September 15, 2040	2,998,000
September 15, 2041*	3,152,000

$42,475,000 Term Bond, Maturing on September 15, 2051

Redemption Date	Sinking Fund Installment
September 15, 2042	$3,314,000
September 15, 2043	3,493,000
September 15, 2044	3,681,000
September 15, 2045	3,880,000
September 15, 2046	4,090,000
September 15, 2047	4,311,000
September 15, 2048	4,544,000
September 15, 2049	4,790,000
September 15, 2050	5,049,000
September 15, 2051*	5,323,000

*Stated maturity.

At least forty-five (45) days prior to each sinking fund redemption date, the Trustee shall select a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds of a stated maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the District, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the sinking fund redemption date shall have been acquired by the District at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments for each maturity of Bonds by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption, extraordinary optional redemption or extraordinary mandatory redemption provisions of the Indenture and not previously credited to a mandatory sinking fund redemption.

Notice of Redemption. The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

The notice shall state the redemption date, the Redemption Price or the amount of Bonds to be redeemed plus accrued interest to the date thereof, as applicable, the place at which the Bonds to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, and subject to the Indenture, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

Any notice given as provided in the Indenture shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

The District has the right to rescind any optional redemption or extraordinary optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state that the District may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the District shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Additional Provisions with Respect to Redemption. If less than all of the Bonds are to be redeemed pursuant to Sections to an optional, mandatory sinking fund or extraordinary mandatory redemption, Bonds shall be redeemed in minimum principal amounts of $25,000 or any integral of $1,000 in excess thereof by any method selected by the Trustee resulting in a random selection. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the smallest Authorized Denomination for such Bond.

A portion of a single Bond of a denomination greater than an Authorized Denomination may be redeemed, but only in a principal amount equal to $25,000 or any integral of $1,000 in excess thereof. The Trustee shall treat each $1,000 portion of such Bond as though it were a single bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time.

Upon surrender of any Bond for redemption in part, the Trustee in accordance with the Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

BOOK-ENTRY ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company ("DTC"), New York, New York, while the Bonds 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 Limited Offering Memorandum. The District and the Underwriter believe the source of such information to be reliable, but neither the District nor the Underwriter takes responsibility for the accuracy or completeness thereof.

The District cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), 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 Limited Offering Memorandum. The current rules applicable to DTC are on file with the United States 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 Bonds. The Bonds 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. One fully-registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with 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 registered 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 companies 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.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("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 Bonds 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 Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds 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 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect

only the identity of the Direct Participants to whose accounts such Bonds 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. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all Bonds of the same maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant of such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District 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 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and all other payments on the Bonds 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 District or Paying Agent/Registrar, on the payment date 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 nor its nominee, the Trustee, the Paying Agent/Registrar, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar or the District, 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.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but none of the District, the District's Financial Advisor or the Underwriter take any responsibility for the accuracy thereof.

NONE OF THE DISTRICT, THE TRUSTEE, THE PAYING AGENT, THE DISTRICT'S FINANCIAL ADVISOR OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING 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.

LIMITATIONS APPLICABLE TO INITIAL PURCHASERS

Each initial purchaser is advised that the Bonds being offered pursuant to this Limited Offering Memorandum are being offered and sold only to "accredited investors" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933 and "qualified institutional buyers" as defined in Rule 144A promulgated under the Securities Act of 1933. Each initial purchaser of the Bonds (each, an "Investor") will be deemed to have acknowledged, represented and warranted to the District as follows:

1) The Investor has authority and is duly authorized to purchase the Bonds and any other instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.

2) The Investor is an "accredited investor" under Rule 501 of Regulation D of the Securities Act or a "qualified institutional buyer" under Rule 144A of the Securities Act, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds.

3) The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds solely for its own account for investment purposes and for an indefinite period of time, and does not intend at this time to dispose of all or any part of the Bonds. However, the Investor may sell at any time the Investor deems appropriate. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

4) The Investor understands that the Bonds are not registered under the Securities Act and that such registration is not legally required as of the date hereof; and further understands that the Bonds (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, and (c) will not carry a rating from any rating service.

5) The Investor acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the District, the Major Improvements, the Bonds, the security therefor, and such other information as the Investor has deemed necessary or desirable in connection with its decision to purchase the Bonds (collectively, the "Investor Information"). The Investor has received a copy of this Limited Offering Memorandum relating to the Bonds. The Investor acknowledges that it has assumed responsibility for its review of the Investor Information and it has not relied upon any advice, counsel, representation or information from the District in connection with the Investor's purchase of the Bonds. The Investor agrees that none of the District, its Board of Directors, officers, or employees shall have any liability to the Investor whatsoever for, or in connection with the Investor's decision to purchase the Bonds except for fraud or willful misconduct, to the extent permitted by law. For the avoidance of doubt, it is acknowledged that the Underwriter is not deemed an officer or employee of the District.

6) The Investor acknowledges that the obligations of the District under the Indenture are special, limited obligations payable solely from amounts paid to the District pursuant to the terms of the Indenture and the District shall not be directly or indirectly or contingently or morally obligated to use any other money or assets of the District for amounts due under the Indenture. The Investor understands that the Bonds are not secured by any pledge of any money received or to be received from taxation by the District, the City, the State of Texas (the "State") or any political subdivision or taxing district thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the faith and credit of the District, the State or any political subdivision thereof; that no right will exist to have taxes levied by the State or any political subdivision thereof for the payment of principal of and interest on the Bonds; and that the liability of the District and the State with respect to the Bonds is subject to further limitations as set forth in the Indenture.

7) The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor. The Investor is aware that the development of the District involves certain economic and regulatory variables and risks that could adversely affect the security for the Bonds.

8) The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations and warranties described in items 1-7 above.

SECURITY FOR THE BONDS

General

THE BONDS ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE DISTRICT OR THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE DISTRICT OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE DISTRICT'S OR THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE DISTRICT SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE DISTRICT OTHER THAN THE PLEDGED REVENUES.

The principal of, premium, if any, and interest on the Bonds are secured by a pledge of and a lien upon the pledged revenues (the "Pledged Revenues"), consisting primarily of Assessments levied against the assessable parcels or lots within the District and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. In accordance with the PID Act, the District has caused the preparation of a Service and Assessment Plan (as may be amended and supplemented, the "Service and Assessment Plan"), which describes the special benefit received by the property within the District, provides the basis and justification for the determination of special benefit on such property, establishes the methodology for the levy of Assessments and provides for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds. The Service and Assessment Plan is reviewed and updated annually for the purpose of determining the annual budget for improvements and the Annual Installments (as defined below) of Assessments due in a given year. The determination by the District of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the Board of Directors of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners within the District. See "APPENDIX C — Form of Service and Assessment Plan."

Pledged Revenues

Pursuant to the Indenture, Pledged Revenues are the sum of (i) the Assessment Revenue, less the Administrative Expenses and (ii) money held in any of the Pledged Funds. "Assessment Revenue" means monies collected by or on behalf of the District from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) funds received by the District for the payment of a Prepayment, and (iii) Foreclosure Proceeds. "Annual Installments" means, with respect to each Assessed Parcel, each annual payment of (i) the Assessment, as shown on the Assessment Roll attached as an appendix to the Service and Assessment Plan and related to the Bonds and the Major Improvements, (ii) the Assessment as shown on the Assessment Roll attached to the Service and Assessment Plan and related to administrative expenses, and (iii) the Additional Interest Reserve, all as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update. The District will covenant in the Indenture that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof to be enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments. See "— Pledged Revenue Fund," "APPENDIX B — Form of Indenture" and "APPENDIX C — Form of Service and Assessment Plan."

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney's fees, if incurred) are a first and prior lien (the "Assessment Lien") against the property assessed, superior

to all other liens or claims, except liens and claims by the State, counties, school districts, or municipalities for ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Order until the Assessments are paid (or otherwise discharged), and is enforceable by the Board of Directors in the same manner that an ad valorem property tax levied against real property may be enforced by the Board of Directors. See "ASSESSMENT PROCEDURES" herein. If homestead rights are properly claimed by a property owner prior to the attachment of the Assessment Lien, the Assessment Lien may not be foreclosed upon; however, any unpaid Assessment or Annual Installment will be an unsecured personal liability of such property owner. As of the date of adoption of the Assessment Order, no such homestead rights have been claimed on property within the District.

Collection and Deposit of Assessments

The Assessments shown on the Assessment Roll, together with the interest thereon, shall first be applied to the payment of the principal of and interest on the Bonds as and to the extent provided in the Service and Assessment Plan and the Indenture.

The Assessments levied to pay the principal amount of the Bonds, together with interest thereon, are payable in Annual Installments established by the Assessment Order and the Service and Assessment Plan to correspond, as nearly as practicable, to the debt service requirements for the Bonds (except for the portion of the interest rate component that are allocated for deposit to the Additional Interest Reserve Account of the Reserve Fund, as further described herein). An Assessment to pay debt service on the Bonds has been made payable in the Assessment Order in each fiscal year preceding the date of final maturity of the Bonds which, if collected, will be sufficient to pay the principal of and interest on the Bonds. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Order.

A record of the Assessments on each parcel, tract or lot which are to be collected in each year during the term of the Bonds is shown on the Assessment Roll. Assessment Revenues (excluding the portion of the Assessments and Annual Installments collected for the payment of Administrative Expenses and Delinquent Collection Costs, as set forth in the Service and Assessment Plan) shall be deposited into the Pledged Revenue Fund, except that as soon as practical (i) amounts received as Prepayments shall be deposited into the Redemption Fund and (ii) amounts received as Foreclosure Proceeds shall first be deposited to the Reserve Account of the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the Assessed Parcel to which the Foreclosure Proceeds relate and second to the Redemption Fund.

Any portions of Assessments collected to pay Administrative Expenses and Delinquent Collection Costs shall be deposited in the Administrative Fund and shall not constitute Pledged Revenues.

Unconditional Levy of Assessments

The District imposed Assessments on the property within the District to pay the principal of and interest on the Bonds scheduled for payment from Pledged Revenues as described in the Indenture and in the Service and Assessment Plan and coming due during each Fiscal Year. The Assessments shall be effective on the date of, and strictly in accordance with the terms of, the Assessment Order. Each Assessment may be paid immediately in full or in periodic Annual Installments over a period of time equal to the term of the Bonds, which installments shall include interest on the Assessments. Pursuant to the Assessment Order, interest on the Assessments will be calculated at the rate of interest on the Bonds plus 0.50%, calculated on the basis of a 360-day year of twelve 30-day months. Such rate may be adjusted as described in the Service and Assessment Plan. Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be due on October 1 of each year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Assessments will be due on October 1, 2022, and will be delinquent if not paid prior to February 1, 2023.

As authorized by Section 372.018(b) of the PID Act, the District will calculate and collect each year while the Bonds are Outstanding and unpaid an assessment to pay the annual costs incurred by the District in the administration and operation of the District. The portion of each Annual Installment used to pay such annual costs shall remain in effect from year to year until all Bonds are finally paid or until the District adjusts the amount of the levy after an annual review in any year pursuant to Section 372.013 of the PID Act. The assessments to pay annual Administrative Expenses shall be due in the manner set forth in the Assessment Order on October 1 of each year and shall be delinquent if not paid by February 1 of the following year. Such assessments to pay expenses do not secure repayment of the Bonds.

There will be no split payment of Assessments or discount for the early payment of Assessments; provided, however, that in the event a property owner elects to prepay such property owner's assessments in full, such property owner will only be required to pay interest accrued on the Assessments to the date of such prepayment, in essence providing such property owner a discount on the interest portion of the Assessments. See "SECURITY FOR THE BONDS - Reserve Fund" and "SECURITY FOR THE BONDS – Additional Interest Reserve Account of the Reserve Fund."

Assessments, together with interest, penalties, and expense of collection and reasonable attorneys' fees, as permitted by the Texas Tax Code, shall be a first and prior lien against the property assessed, superior to all other liens and claims, except liens or claims for State, county, school district or municipality ad valorem taxes and shall be a personal liability of and charge against the owner of the property regardless of whether the owners are named. The lien for Assessments and penalties and interest begins on the effective date of the Assessment Order and continues until the Assessments are paid.

Failure to pay an Annual Installment when due shall not accelerate the payment of the remaining Annual Installments of the Assessments and such remaining Annual Installments (including interest) shall continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

Perfected Security Interest

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues and such pledge is valid, effective, and perfected. The District will covenant in the Indenture that should Texas law be amended at any time while the Bonds are Outstanding such that the pledge of the Pledged Revenues granted by the District under the Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur. See "APPENDIX B — Form of Indenture."

Pledged Revenue Fund

The District has created under the Indenture a Pledged Revenue Fund to be held by the Trustee. Upon receipt thereof, while the Bonds are outstanding, and beginning with the first year in which the Assessments are collected, the District shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. Such Pledged Revenues shall be (a) *first*, deposited to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service, including Sinking Fund Installments, on the Bonds next coming due, (b) *second*, deposited to the Reserve Account of the Reserve Fund in an amount necessary to cause the amount on deposit therein to equal the Reserve Account Requirement, (c) *third*, to the Additional Interest Reserve Account, amounts equal to the Additional Interest Reserve Requirement described in the Indenture, and (d) *fourth*, to pay other costs permitted or authorized by the PID Act.

From time to time as needed to pay the obligations relating to the Bonds, but no later than five business days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account of the Pledged Revenue Fund, and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

If, after the foregoing transfers and any transfer from the Reserve Fund (as described under "Reserve Fund" below), there are insufficient funds to make the payments provided in the preceding paragraph, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest on, then to the payment of principal (including any Sinking Fund Installments) of the Bonds.

Notwithstanding the deposits in *first* though *fourth* above, the Trustee shall transfer Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such prepayments to the Redemption Fund.

Notwithstanding the deposits in *first* though *fourth* above, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first to the Reserve

Account of the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the Assessed Parcel or Assessed Parcels to which the Foreclosure Proceeds relate, and second to the Redemption Fund.

After satisfaction of the requirement to provide for the payment of the principal of and interest on the Bonds and to fund any deficiency that may exist in the Reserve Account of the Reserve Fund or the Additional Interest Reserve Account, the Trustee, at the direction of the District, may apply any Pledged Revenues remaining for any lawful purpose for which Assessments may be used under the PID Act.

Bond Fund

On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided in the Indenture.

If amounts in the Principal and Interest Account are insufficient for the purposes set forth in the preceding paragraph above, the Trustee shall withdraw first from the Additional Interest Reserve Account of the Reserve Fund, and second from the Reserve Account of the Reserve Fund to the Bond Fund, amounts to cover the amount of such insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

Date	Amount
March 15, 2022	$1,471,904.22
September 15, 2022	$1,933,888.75
March 15, 2023	$1,933,888.75
September 15, 2023	$1,933,888.75
March 15, 2024	$461,984.53

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Major Improvements Account of the Project Fund, or if the Major Improvements Account of the Project Fund has been closed pursuant to the Indenture, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Project Fund

Money on deposit in the Project Fund shall be used for the purposes specified in the Indenture. Any funds received at Closing pursuant to the Construction, Funding and Acquisition Agreement shall be applied as provided in the Indenture. Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to the instructions on the memorandum to be issued as of the date of delivery of the Bonds. Disbursements from the Major Improvements Account of the Project Fund to pay Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Closing Disbursement Request or Certification for Payment. The Trustee shall disburse amounts from the Major Improvements Account of the Project Fund to pay Costs as provided in the Construction Funding and Acquisition Agreement. Each properly executed and completed Certification for Payment shall set forth the amount of the Costs to be paid from the Major Improvements Account of the Project Fund.

If the District Representative determines in his or her sole discretion that amounts then on deposit in the Major Improvements Account of the Project Fund are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of the Major Improvements such that, in the opinion of the District Representative, it is unlikely that the amounts in the Major Improvements Account of the Project Fund will ever be expended for the purposes of the Major Improvements Account of the Project Fund, the District Representative shall file a District Order, approved in writing by the City, with the Trustee which identifies the amounts then on deposit in the Major Improvements Account of the Project Fund that are not expected to be used for purposes of the Major Improvements Account of the Project Fund. If such

District Order is so filed, the amounts on deposit in the Major Improvements Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

In making any determination pursuant to the Indenture, the District Representative may conclusively rely upon a certificate of an Independent Financial Consultant. Upon the filing of a District Order stating that all Major Improvements have been completed and that all Costs allocable to the Assessed Parcels have been paid, or that any such Costs are not required to be paid from the Major Improvements Account of the Project Fund pursuant to a Certification for Payment, the Trustee shall transfer the amount, if any, remaining within the Project Fund to the Bond Fund or the Redemption Fund, as directed by a District Order filed with the Trustee, and the Project Fund shall be closed.

Upon a determination by the District Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to the Major Improvements Account of the Project Fund and used to pay Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the District in a District Order filed with the Trustee, and the Costs of Issuance Account shall be closed.

Reserve Fund

Pursuant to the Indenture, a Reserve Account will be created within the Reserve Fund for the benefit of the Bonds and held by the Trustee and will be funded with proceeds of the Bonds in the amount of the Reserve Account Requirement. Pursuant to the Indenture, the "Reserve Account Requirement" for the Bonds shall be an amount equal to the least of (i) Maximum Annual Debt Service on the Bonds as of their date of issuance, (ii) 125% of average Annual Debt Service on the Bonds as of their date of issuance, and (iii) 10% of the proceeds of the Bonds; provided, however, that such amount shall be reduced by the amount of any transfers made in connection with an extraordinary optional redemption as described in the next following paragraph. Also, as a result of an optional redemption of the Bonds, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata amount of Bonds redeemed by such optional redemption divided by the total amount of the Outstanding Bonds prior to such redemption. As of the date of delivery of the Bonds, the Reserve Account Requirement is $5,589,150.00, which is the Maximum Annual Debt Service on the Bonds as of the date of issuance.

Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund as provided in the Indenture, the Trustee shall provide written notice thereof to the District, specifying the amount withdrawn and the source of said funds.

Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to the Indenture, a proportionate amount in the Reserve Account of the Reserve Fund, as directed by the District Representative, shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to a percentage of the amount of the Bonds redeemed with such percentage equal to the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

Whenever, on any Interest Payment Date, or on any other date at the written request of a District Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the District Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with the Indenture, unless within thirty (30) days of such notice to the District Representative, the Trustee receives a District Order instructing the Trustee to apply such excess: (i) to pay amounts due under the Indenture or (ii) to the Major Improvements Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date of the Indenture if the excess is proceeds of the Bonds.

Additional Interest Reserve Account of the Reserve Fund

Pursuant to the Indenture, an Additional Interest Reserve Account will be created within the Reserve Fund and held by the Trustee for the benefit of the Bonds. The Trustee shall also transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 15 and September 15 of each year, commencing March 15, 2022, the additional interest component of the Annual Installments, as directed by the District Representative. The additional interest component is the 0.50% additional interest rate charged on the Assessments authorized by the PID Act. Once the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account, all amounts in excess of the Additional Interest Reserve Requirement in the Additional Interest Reserve Account shall be transferred by the Trustee to the Redemption Fund to redeem Bonds as provided in the Indenture. The Additional Interest Reserve Requirement is an amount equal to 5.5% of the principal amount of the Outstanding Bonds, which will be funded from revenues received from the payment of Assessments deposited to the Pledged Revenue Fund. See "APPENDIX B – Form of Indenture" and "APPENDIX C – Form of Service and Assessment Plan."

Whenever, on any Interest Payment Date, or on any other date, at the written request of the District Representative, the amount in the Additional Interest Reserve Account exceeds the Additional Interest Reserve Requirement, the Trustee shall provide written notice to the District of the amount of the excess. The amount of such excess on deposit in the Additional Interest Reserve Account shall be transferred by the Trustee to the Redemption Fund to redeem Bonds as provided in the Indenture; provided, however, that at any time the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement, the Trustee shall resume depositing such 0.50%, the additional interest rate component of the Annual Installments, into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has accumulated in the Additional Interest Reserve Account. The Trustee shall determine the value of cash and investments on deposit in the Additional Interest Reserve Account as of September 30 of each year. So long as no Event of Default under the Indenture shall have occurred and be continuing, if as of the date of such determination the value of cash and investments on deposit in the Additional Interest Reserve Account exceeds the Additional Interest Reserve Requirement for the Bonds, the Trustee shall transfer such excess at the written direction of the District.

Whenever, on any principal payment date or Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Additional Interest Reserve Account of the Reserve Fund, and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency. At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of and interest due on the Bonds.

At final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the Bonds.

Redemption Fund

The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds on the dates specified for redemptions as provided in the Indenture. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in the Indenture.

Administrative Fund

The District has created under the Indenture an Administrative Fund held by the Trustee. Upon receipt, the District shall transfer to the Trustee, for deposit to the Administrative Fund the amounts collected each year to pay the Administrative Expenses and the Delinquent Collection Costs as set forth in the Service and Assessment Plan. See "APPENDIX C — Form of Service and Assessment Plan."

THE ADMINISTRATIVE FUND SHALL NOT BE PART OF THE TRUST ESTATE AND SHALL NOT BE SECURITY FOR THE BONDS.

Defeasance

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided in the Indenture, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or Stated Maturity thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the District verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or Stated Maturity thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency then rating the Bonds that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys so deposited with the Trustee nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds and shall not be part of the Trust Estate. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed by the District maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or Stated Maturity thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. "Investment Securities" means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; and provided further investments are, at the time made, included in and authorized by the District's official investment policy as approved by the Board of Directors from time to time. Under current State law, Investment Securities that are authorized for the investment of funds to defease public securities are (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Indenture does not contractually limit such investments, Owners may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category

Events of Default

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," under the Indenture:

1. The failure of the District to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

2. The failure of the District to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;

3. The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; provided, however, that the payments

are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the District to make the payments; and

4. Default in the performance or observance of any covenant, agreement or obligation of the District under the Indenture and the continuation thereof for a period of sixty (60) days after written notice to the District by the Trustee, or by the Owners of at least 51% of the aggregate outstanding principal of the Bonds with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

Notwithstanding the foregoing, nothing in the Indenture will be viewed to be an Event of Default if it is in violation of any applicable state law or court order.

Remedies in Event of Default

Upon the happening and continuance of any of the Events of Default described above, the Trustee, upon the direction of Owners of at least 51% of the aggregate outstanding principal of the Bonds, may proceed against the District for the purpose of protecting and enforcing the rights of the Owners under the Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained in the Indenture, or injunction; provided, however, that no action for money damages against the District may be sought or will be permitted.

THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due in an Event of Default, the District shall determine, in its absolute discretion, and shall instruct the Trustee by District Order, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the District shall fail to deliver to the Trustee such District Order, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the District by reason of such selection, liquidation or sale.

Whenever moneys are to be applied pursuant to an Event of Default, irrespective of and whether other remedies authorized under the Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of the Indenture. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the District and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the District shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Restriction on Owner's Actions

No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereof or any other remedy under the Indenture, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in the Indenture, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and

(vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the Indenture by its, his or their action or to enforce any right under the Indenture except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of the Indenture and to any action or cause of action for the enforcement of the Indenture or for any other remedy under the Indenture.

Subject to provisions of the Indenture with respect to certain liabilities of the District, nothing in the Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the District to pay each Bond issued thereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed therein and in the Bonds.

In case the Trustee or any Owners of Bonds shall have proceeded to enforce any right under the Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners of Bonds, then and in every such case the District, the Trustee and the Owners of Bonds shall be restored to their former positions and rights thereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Application of Revenues and Other Moneys After Event of Default

All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture with respect to Events of Default shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including Trustee's counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out the Indenture, be applied by the Trustee, on behalf of the District, to the payment of interest and principal or redemption price then due on Bonds, as follows:

> FIRST: To the payment to the registered owners of the Bonds entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the registered owners entitled thereto, without any discrimination or preference; and
>
> SECOND: To the payment to the registered owners entitled thereto of the unpaid principal of Outstanding Bonds, or redemption price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the registered owners entitled thereto, without any discrimination or preference.

Within 10 days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to the provisions of the Indenture.

In the event that funds are not adequate to cure an Event of Default, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of the Indenture.

The restoration of the District to its prior position after any and all Events of Default have been cured, as provided above, shall not extend to or affect any subsequent default or Event of Default under the Indenture or impair any right consequent thereon.

Investment or Deposit of Funds

Money in any fund or account established pursuant to the Indenture will be invested by the Trustee as directed by the District pursuant to a District Order filed with the Trustee at least two (2) days in advance of the making of such investment in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in Investment Securities; provided that all such deposits and investments shall be made in such manner (which may include repurchase

agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any fund will be available at the proper time or times.

Obligations purchased as an investment of moneys in any Fund shall be deemed to be part of such Fund or Account, subject, however, to the requirements of the Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in the Indenture any moneys are required to be transferred by the District to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

Other Obligations or Other Liens; Additional Obligations

The District reserves the right, subject to the provisions contained in the Indenture, to issue Additional Obligations under other indentures, assessment orders, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues.

Other than Refunding Bonds issued to refund all or a portion of the Bonds, the District will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and, will not do or omit to do or suffer to be or omitted to be done any matter or things whatsoever whereby the lien of the Indenture or the priority thereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with the Indenture as a lien or charge upon the Pledged Revenues or Pledged Funds; provided, however, that nothing in the Indenture shall require the District to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

Notwithstanding any contrary provisions of the Indenture, the District shall not issue additional bonds, notes, or obligations under the Indenture secured by any pledge of or other lien or charges on the Pledged Revenues or other property of the Trust Estate pledged under the Indenture other than Refunding Bonds. The District reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State of Texas.

The Facilities Reimbursement Agreement and the Facilities Construction Agreements (each as defined herein) provide certain limitations on the levy of additional assessments and taxes in the District to fund reimbursement for public improvements constructed within the District. See "ASSESSMENT PROCEDURES - Contractual Limitations on Assessments and Taxes Levied for Facilities Reimbursement Agreements within the District."

SOURCES AND USES OF FUNDS

The table that follows summarizes the sources and uses of proceeds of the Bonds:

Sources of Funds:	
Principal Amount	$81,175,000.00
Reoffering Premium	161,829.75
Total Sources:	$81,336,829.75
Use of Funds:	
Deposit to Major Improvements Account of Project Fund	$61,623,686.00
Deposit to Capitalized Interest Account of Bond Fund	7,735,555.00
Deposit to Administrative Fund	120,000.00
Deposit to Reserve Account of the Reserve Fund	5,589,150.00
Deposit to Costs of Issuance Account of the Project Fund	4,584,938.75
Underwriter's Discount[(1)]	1,683,500.00
Total Uses:	$81,336,829.75

(1) Includes Underwriter's Counsel's fee of $60,000.

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Fiscal Year Ending (September 30)	Principal	Interest	Total
2022	--	$3,405,792.97	$3,405,792.97
2023	--	3,867,777.50	3,867,777.50
2024	$1,430,000.00	3,867,777.50	5,297,777.50
2025	1,487,000.00	3,815,940.00	5,302,940.00
2026	1,545,000.00	3,762,036.26	5,307,036.26
2027	1,607,000.00	3,706,030.00	5,313,030.00
2028	1,680,000.00	3,637,732.50	5,317,732.50
2029	1,757,000.00	3,566,332.50	5,323,332.50
2030	1,838,000.00	3,491,660.00	5,329,660.00
2031	1,923,000.00	3,413,545.00	5,336,545.00
2032	2,011,000.00	3,331,817.50	5,342,817.50
2033	2,114,000.00	3,236,295.00	5,350,295.00
2034	2,222,000.00	3,135,880.00	5,357,880.00
2035	2,335,000.00	3,030,335.00	5,365,335.00
2036	2,455,000.00	2,919,422.50	5,374,422.50
2037	2,581,000.00	2,802,810.00	5,383,810.00
2038	2,713,000.00	2,680,212.50	5,393,212.50
2039	2,852,000.00	2,551,345.00	5,403,345.00
2040	2,998,000.00	2,415,875.00	5,413,875.00
2041	3,152,000.00	2,273,470.00	5,425,470.00
2042	3,314,000.00	2,123,750.00	5,437,750.00
2043	3,493,000.00	1,958,050.00	5,451,050.00
2044	3,681,000.00	1,783,400.00	5,464,400.00
2045	3,880,000.00	1,599,350.00	5,479,350.00
2046	4,090,000.00	1,405,350.00	5,495,350.00
2047	4,311,000.00	1,200,850.00	5,511,850.00
2048	4,544,000.00	985,300.00	5,529,300.00
2049	4,790,000.00	758,100.00	5,548,100.00
2050	5,049,000.00	518,600.00	5,567,600.00
2051	5,323,000.00	266,150.00	5,589,150.00
Total	**$81,175,000.00**	**$77,510,986.73**	**$158,685,986.73**

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OVERLAPPING TAXES AND DEBT

The land within the District has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities other than the District. Such taxes are payable in addition to the Assessments.

In addition to the Assessments and other taxes and assessments described above, each lot owner in the District will pay a maintenance and operation fee and/or a property owner's association fee to a homeowner's association (the "HOA"), which has been formed by the Master Developer. In addition to the District, and as described in the following tables, the City, Collin County, the Collin County Community College District and the Celina Independent School District may each levy ad valorem taxes or special assessments upon land in the District for payment of debt incurred by such governmental entities and/or for payment of maintenance and operations expenses. The District does not currently impose ad valorem taxes; however, the District has called an election pursuant to which such taxes may be levied. See "THE DISTRICT - District Confirmation, Bond, and Powers Election to be Held November 2, 2021." The District has no control over the level of ad valorem taxes or special assessments levied by such other taxing authorities. The following tables reflect the overlapping ad valorem tax rates currently levied on property located in the District.

OVERLAPPING TAX RATES – DISTRICT PROPERTY OUTSIDE OF CITY PID

Taxing Entity	Tax Year 2020 Ad Valorem Tax Rate[1]
The City	$0.6450
Collin County	0.1725
Collin County Community College District	0.0812
Celina Independent School District	1.4832
Total Tax Rate	$2.3819
Estimated Average Annual Installment of Assessments as tax rate equivalent per Equivalent Unit[2]	$0.2520
ıated Total Tax Rate and Average Annual llment of Assessments per Equivalent Unit	**$2.6339**

(1) As reported by taxing entities. Per $100 taxable appraised value.

(2) Derived from information presented in the Service and Assessment Plan. See APPENDIX C.

Source: Collin Central Appraisal District

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OVERLAPPING TAX RATES – DISTRICT PROPERTY WITHIN THE CITY PID

Taxing Entity	Tax Year 2020 Ad Valorem Tax Rate[1]
The City	$0.6450
Collin County	0.1725
Collin County Community College District	0.0812
Celina Independent School District	1.4832
Total Tax Rate	$2.3819
Estimated Average Annual Installment of the Assessment as tax rate equivalent per Equivalent Unit[2]	$0.2520
Estimated Average Annual Installment of City PID Assessment in Phase #1A-1B of the City PID as tax rate equivalent per Equivalent Unit	$0.4450
Estimated Total Tax Rate and Average Annual Installment of Assessments and City PID Assessment per Equivalent Unit in the District	**$3.0789**

(1) As reported by taxing entities. Per $100 taxable appraised value.

(2) Derived from information presented in the Service and Assessment Plan. See APPENDIX C.

Source: Collin Central Appraisal District

As noted above, the District includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes or special assessments. Set forth below are (i) an overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes with respect to property within the District not located in the City PID, as of September 15, 2021 and District debt to be secured by the Assessments and (ii) an overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes with respect to property within the District located in the City PID, as of September 15, 2021 and District debt to be secured by the Assessments:

OVERLAPPING DEBT – DISTRICT PROPERTY OUTSIDE THE CITY PID

Taxing or Assessing Entity	Gross Outstanding Debt as of 9/15/2021	Estimated Percentage Applicable[1]	Direct and Estimated Overlapping Debt[1]
The District (Assessments - The Bonds) [2]	$ 65,083,697	100.00%	$65,083,697
The City (Ad Valorem Taxes)	216,480,000	4.580%	9,915,699
Collin County	526,975,000	0.081%	426,907
Collin County Community College District	514,470,000	0.079%	408,854
Celina Independent School District	242,026,580	5.835%	14,122,622
	$1,565,035,277		$89,957,780

(1) Based on the Appraisal (defined herein) of the District and the Tax Year 2021 net taxable assessed valuations for the taxing entities as reported by Collin Central Appraisal District.

(2) Based on the ratio of value of property outside the City PID to the total value of all property valued in the Appraisal. See "APPRAISAL OF PROPERTY IN THE DISTRICT."

Sources: Collin Central Appraisal District and Municipal Advisory Council of Texas

OVERLAPPING DEBT – DISTRICT PROPERTY INSIDE CITY PID PROPERTY

Taxing or Assessing Entity	Gross Outstanding Debt as of 9/15/2021	Estimated Percentage Applicable[1]	Direct and Estimated Overlapping Debt[1]
The District (Assessments – The Bonds) [2]	$16,091,303	100.00%	$16,091,303
The City PID (City PID Assessments)	13,300,000	100.00%	13,300,000
The City (Ad Valorem Taxes)	216,480,000	1.162%	2,516,501
Collin County	526,975,000	0.021%	108,345
Collin County Community College District	514,470,000	0.020%	103,763
Celina Independent School District	242,026,580	1.481%	3,584,174
	$1,529,342,883		$35,704,085

(1) Based on the Appraisal (defined herein) of the District and the Tax Year 2021 net taxable assessed valuations for the taxing entities as reported by Collin Central Appraisal District.

(2) Based on the ratio of value of property inside the City PID to the total value of all property valued in the Appraisal. See "APPRAISAL OF PROPERTY IN THE DISTRICT."

Sources: Collin Central Appraisal District and Municipal Advisory Council of Texas

If land is devoted principally to agricultural use, a landowner can apply for an agricultural valuation on the property and pay ad valorem taxes based on the land's agricultural value. All of the property in the District is currently subject to an agricultural valuation with respect to its ad valorem taxes. It is expected that such agricultural valuation will be terminated as phases are developed.

Agricultural use includes production of crops or livestock. It also can include leaving the land idle for a government program or for normal crop or livestock rotation. If land qualified for an agricultural valuation but the land use changes to a non-agricultural use, "rollback taxes" are assessed for each of the previous 3 years in which the land received the lower agricultural valuation. The rollback tax is the difference between taxes paid on land's agricultural value and the taxes that the landowner would have paid if the land had been taxed on a higher market value plus interest charged for each year from the date on which taxes would have been due.

If the land use changes to a non-agricultural use on only a portion of a larger tract, the landowner can fence off the remaining land and maintain the agricultural valuation on the remaining land. In this scenario, the landowner would only be responsible for rollback taxes on that portion of the land for which use changed and not for the entire tract.

Under Texas law, an owner of land that is entitled to an agricultural valuation has the right to redeem such property after a tax sale for delinquent ad valorem property taxes for a period of two years after the tax sale by paying to the tax sale purchaser a 25% premium, if redeemed during the first year, or a 50% premium, if redeemed during the second year, over the purchase price paid at the tax sale and certain qualifying costs incurred by the purchaser.

It is expected that rollback taxes assessed on property within the District will be paid by the Master Developer or the Pod Developers or purchasers from the Master Developer and the Pod Developers during development of the District and prior to purchase of parcels or lots by homeowners.

ASSESSMENT PROCEDURES

General

As authorized by the District Legislation and required by the PID Act, when the District determines to defray a portion of the costs of the improvements through Assessments, it must adopt an order generally describing the improvements and the land within the District to be subject to Assessments to pay the costs therefor.

The District has caused an assessment roll to be prepared for the Assessments (the "Assessment Roll"), which Assessment Roll shows the land within the District assessed, the amount of the benefit to and the Assessments against each lot or parcel of land and the number of Annual Installments in which the Assessments are divided. The Assessment Roll will be

filed with the District Secretary and made available for public inspection. Statutory notice was given to the owners of the property to be assessed and a public hearing will be conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Major Improvements and funding the same with Assessments. The District levied the Assessments and adopted the Assessment Order on October 6, 2021 and, after the adoption of the Assessment Order, the Assessments became legal, valid and binding liens upon the property against which the Assessments are made.

Under the PID Act, the costs of Major Improvements may be assessed by the District against the assessable property in the District so long as the special benefit conferred upon the assessed property by the Major Improvements equals or exceeds the Assessments. The costs of the Major Improvements may be assessed using any methodology that results in the imposition of equal shares of cost on assessed property similarly benefited. The allocation of benefits and assessments to the benefitted land within the District is presented in the Service and Assessment Plan, which should be read in its entirety. See "APPENDIX C — Form of Service and Assessment Plan."

Assessment Methodology

The Service and Assessment Plan describes the special benefit to be received by each parcel of assessable property as a result of the Major Improvements, provides the basis and justification for the determination that such special benefit exceeds the Assessments being levied, and establishes the methodology by which the District allocates the special benefit of the Major Improvements allocable to the District to parcels in a manner that results in equal shares of costs being apportioned to parcels similarly benefited. As described in the Service and Assessment Plan, the Major Improvements are being funded with proceeds of the Bonds, which are payable from and secured by Pledged Revenues, including the Assessment revenues. As set forth in the Service and Assessment Plan, the benefits received from the Major Improvements are currently spread among the Assessed Property based on the ratio (or Equivalent Unit Factor) of the Equivalent Units of each parcel within the District to the total Equivalent Units within the District. As the existing parcels are subsequently divided, the Assessments will be further apportioned pro rata based on the Equivalent Units of the newly created parcels. "Equivalent Units" means, as to any parcel, the number of dwelling units by lot type expected to be built on the parcel multiplied by the factors shown below.

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The following tables reflect the Assessments allocable to the payment of Bonds levied and to be collected per Unit. See "APPENDIX C — Form of Service and Assessment Plan."

ASSESSMENT FOR THE BONDS PER UNIT IN THE DISTRICT

Lot Type	Planned No. of Units	Estimated Finished Lot Value per Unit[(1)]	Projected Average Home Value per Unit[(2)]	Assessment per Unit	Average Annual Installment per Unit	Tax Rate Equivalent of Average Annual Installment (per $100 Lot Value)	Tax Rate Equivalent of Average Annual Installment (per $100 Home Value)	Ratio of Lot Value to Assessment	Ratio of Average Home Value to Assessment
60' Lot	1,095	$72,000	$412,500	$14,475.29	$1,039.38	$1.44	$0.252	4.97	28.50
50' Lot	3,637	$60,000	$343,750	$12,062.74	$866.15	$1.44	$0.252	4.97	28.50
40' Lot	2,223	$48,000	$275,000	$9,650.19	$692.92	$1.44	$0.252	4.97	28.50
Total	**6,955**								

Source: The Administrator.
(1) Calculated based on Developer estimates.
(2) Estimated average home values provided by the Developer.

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The District has determined that such method of allocation will result in the imposition of equal shares of the Assessments on parcels similarly benefited within the District. The Assessments and interest thereon are expected to be paid in Annual Installments as described above. The determination by the District of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the Board of Directors of its legislative authority and governmental powers and is conclusive and binding on the Master Developer, all other current owners of property within the District and all future owners and developers within the District. See "APPENDIX C — Form of Service and Assessment Plan."

Collection and Enforcement of Assessments

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as regular ad valorem taxes of a municipality in Texas. The Assessments may be enforced by the District in the same manner that an ad valorem tax lien against real property is enforced by a municipality in Texas. Delinquent installments of the Assessments incur interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district or municipal ad valorem taxes. See "BONDHOLDERS' RISKS — Assessment Limitations" herein.

The District will covenant in the Indenture to collect, or cause to be collected, Assessments as provided in the Assessment Order. No less frequently than annually, District staff or a designee of the District shall prepare, and the Board of Directors shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among all Parcels in proportion to the amount of the Annual Installments for the Parcels.

The District will covenant, agree and warrant in the Indenture that, for so long as any Bonds are Outstanding, that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

To the extent permitted by law, notice of the Annual Installments will be sent by, or on behalf of, the District to the affected property owners on the same statement that is used by the City or other taxing unit with territory within the boundaries of the District to collect ad valorem taxes or such other mechanism that is used by the District, so that such Annual Installments are collected simultaneously with ad valorem taxes collected by the City and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City or other taxing unit with territory within the boundaries of the District.

The District will determine or cause to be determined, no later than March 1 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the District will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the District shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Parcel.

The District will implement the basic timeline and procedures for Assessment collections and pursuit of delinquencies set forth in Exhibit C of the District's Continuing Disclosure Agreement set forth in APPENDIX E-1 and to comply therewith to the extent that the District reasonably determines that such compliance is the most appropriate timeline and procedures for enforcing the payment of delinquent Assessments.

The District shall not be required under any circumstances to expend any funds for delinquent collection costs in connection with its covenants and agreements under the Indenture or otherwise other than funds on deposit in the Administrative Fund.

Annual Installments will be paid to the District or its agent. Annual Installments are to be calculated on or before September 1, due on October 1 of each year, and become delinquent on February 1 of the following year. In the event Assessments are not timely paid, there are penalties and interest as set forth below:

Date Payment Received	Cumulative Penalty	Cumulative 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%

After July, the penalty remains at 12%, and interest increases at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney's collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In most cases, post-petition Assessments are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Assessment Amounts

Assessment Amounts. The maximum amounts of the Assessments have been established by the methodology described in the Service and Assessment Plan. The Assessment Roll sets forth for each year the Annual Installment for each Parcel consisting of (i) the Assessment including the applicable interest as shown on the Assessment Roll and calculated as provided in the Service and Assessment Plan, (ii) 0.50% additional interest for an additional interest reserve, and (iii) the component of the Annual Installment allocable to Administrative Expenses. The Annual Installments may not exceed the amounts shown on the Assessment Roll. The Assessments were levied against the parcels comprising the Assessed Property as indicated on the Assessment Roll. See "APPENDIX C — Form of Service and Assessment Plan."

The Annual Installments shown on the Assessment Roll will be adjusted to equal the actual costs of repaying the Bonds, including 0.50% additional interest for the additional interest reserve, and budgeted Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Method of Apportionment of Assessments. For purposes of the Service and Assessment Plan, the Board of Directors has determined that the Assessments shall be initially allocated to the Assessed Property in the District based on the ratio (or Equivalent Unit Factor) of the Equivalent Units of each parcel within the District to the total Equivalent Units within the District. As the existing parcels are subsequently divided, the Assessments will be further apportioned pro rata based on the Equivalent Units of the newly created parcels. See "APPENDIX C — Form of Service and Assessment Plan" and "ASSESSMENT PROCEDURES — Assessment Methodology."

The Bonds are secured by a first lien on and pledge of Pledged Revenues, including the Assessments. See "SECURITY FOR THE BONDS" and "APPENDIX C — Form of Service and Assessment Plan."

Prepayment of Assessments

Pursuant to the PID Act and the Indenture, the owner of any Assessed Property may voluntarily prepay (a "Prepayment") all or part of any Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time. Upon receipt of such Prepayment, such amounts will be applied towards the redemption or payment of the Bonds. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as payment of regularly scheduled Assessments.

Priority of Lien

The Assessments or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district or municipality ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Order until the

Assessment is paid, and may be enforced by the District in the same manner as an ad valorem tax levied against real property may be enforced by the District. The owner of any property assessed may pay the entire Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time.

Foreclosure Proceedings

In the event of delinquency in the payment of any Annual Installment, except for unpaid Assessments on homestead property (unless the lien associated with the assessment attached prior to the date the property became a homestead), the District is empowered to order institution of an action in state district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of an Assessment will be subject to the lien established for remaining unpaid installments of the Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the District of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on Bonds or such payment may not be made in full. The District is not required under any circumstance to purchase or make payment for the purchase of the delinquent Assessment on the corresponding Assessed Parcel.

The District will covenant in the Indenture to take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments, provided that the District is not required to expend any funds for collection and enforcement of Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds (excluding funds received for the payment of Delinquent Collection Costs) do not constitute Pledged Revenues, will be deposited into the Pledged Revenue Fund upon receipt by the District, as soon as practical after such deposit, and will be distributed in accordance with the Indenture. See "APPENDIX B — Form of Indenture." See also "APPENDIX E-1 — Form of District Disclosure Agreement" for a description of the expected timing of certain events with respect to collection of the delinquent Assessments.

The District will create the Additional Interest Reserve Account under the Indenture and will fund such account as provided in the Indenture. The District will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If funds received for the payment of Delinquent Collection Costs are insufficient to pay foreclosure costs, the owners of the Bonds may be required to pay amounts necessary to continue foreclosure proceedings. See "SECURITY FOR THE BONDS — Additional Interest Reserve Account of the Reserve Fund," "APPENDIX B — Form of Indenture" and "APPENDIX C — Form of Service and Assessment Plan."

Exclusion of Commercial/Multi-Family Land from Assessed Property

The Commercial/Multi-Family Land (as defined herein) is designated as "Non-Benefitted Property" in the District, does not constitute Assessed Property, and has not been levied for the Assessments. The Assessments have been levied on land in the District expected to be developed as single-family residential development only. See "THE DEVELOPMENT."

Contractual Limitations on Assessments and Taxes Levied for Facilities Reimbursement Agreements within the District

In connection with the Concurrent Sales and Subsequent Sale (each as defined herein), the Master Developer entered into certain "Facilities Construction Agreements" with the various purchasers of land within the District pursuant to which the Master Developer agreed to construct the Major Improvements and the applicable owners agreed to construct any direct improvements applicable to their property. Under such Facilities Construction Agreements, the Master Developer and the purchasers agreed to various limitations on the tax rate equivalent of the assessments to be levied for the Major Improvements and, in some cases, for assessments or taxes to be levied in connection with direct, local improvements benefitting such purchaser's land. The maximum tax rate equivalent agreed to in the various Facilities Construction Agreements, which is to be measured at the time of issuance of the applicable bonds, is a collective total of $0.71 for major improvements and any direct improvements.

The District is an independent political subdivision and is not bound by the terms of the Facilities Construction Agreements; however, the Master Developer does not expect to request that the District levy assessments in excess of such limitations or request reimbursement for any improvements which may be financed by the District in excess of such limitations.

As described under "ACQUISITION OF PROPERTY IN THE DEVELOPMENT AND DEVELOPMENT FINANCING PLAN – Facilities Reimbursement Agreements and Future District Ad Valorem Tax Bonds," the District and various purchasers through the Concurrent Sales and Subsequent Sale entered into "Facilities Reimbursement Agreements" (as defined herein) with the District pursuant to which the District agreed to reimburse such purchasers for the cost of "Direct Improvements" (as defined herein) benefitting the District. The rights under such Facilities Reimbursement Agreements have all been assigned to the Master Developer. Under the Facilities Reimbursement Agreements, the various owners have agreed that the issuance of any bonds to provide reimbursement for Direct Improvements is conditioned upon the total tax rate or equivalent tax rate for debt service of all bonds issued by the District (including the Bonds) be equal to $0.71 or less. See "ACQUISITION OF PROPERTY IN THE DEVELOPMENT AND DEVELOPMENT FINANCING PLAN – Facilities Reimbursement Agreements and Future District Ad Valorem Tax Bonds."

THE DISTRICT

Background

The District was created by Dynavest Joint Venture, LLC, an entity unaffiliated with the Master Developer, and through an act of the 86th Texas Legislature in 2019 with the primary purpose to facilitate the construction of quality mixed-use residential and commercial development to benefit the residents of the District. The District is located within the municipal boundaries of the City and Collin County, Texas. The District as created was named the North Celina Municipal Management District No. 3, but has since been renamed to be the North Parkway Municipal Management District No. 1.

The District as created by the District Legislation contained the Original District Acreage, approximately 3,236.601 acres. The District has received a petition to exclude certain land located within the Original District Acreage and expects to exclude such land after consent of the City to such exclusions, which consent was obtained on October 12, 2021. After such exclusions, the District is expected to contain approximately 3,210 acres. The map on page v of this Limited Offering Memorandum depicts the expected boundaries of the District after such expected exclusions. No Assessments will be levied on the excluded land, and such land shall not be included as part of the Assessed Property. Further, the District may not exclude any land on which assessments or taxes have been levied nor can the District exclude land if unlimited tax bonds have been issued by the District.

District Board of Directors

The District is a political subdivision created to accomplish the purposes of Sections 52 and 52-a, Article III, and Section 59, Article XVI, of the Texas Constitution. The District is governed by a board of five directors, four of whom are elected and one of whom is appointed by the City from a list of persons recommended by the preceding board. The directors serve staggered terms of four years. The current members of the Board of Directors and their respective expiration of terms of office are as follows:

Name	Office	Term Expires (May)
Greg Leveling	President	2025
William Rogers	Vice President	2023
Robert Klarer	Secretary	2025
James Rose	Assistant Secretary	2023
Steve Mitchell	Assistant Secretary	2025

Members of the Board of Directors each own a one-fifth interest in a one-acre lot in the District, which lot is located in undevelopable flood plain acreage.

Director Leveling is a self-employed consultant. Director Leveling served as a board member for 14 years for Kaufman County Fresh Water Supply District No. 1-A ("Kaufman 1-A"). Kaufman 1-A is a development located in Kaufman County, Texas developed by Pillar Income Asset Management.

Director Rogers is a retired Texas Master Peace Officer. Director Rogers previously served as a board member for 14 years with Kaufman 1-A.

Director Klarer is a sales rep for First Line Reps. He has no prior water district board service.

Director Rose is a traffic safety consultant with Magnum Force Services. He has no prior water district board service.

Steve Mitchell is the Chief Operating Officer of Ronald Walker Associates II, Inc. Director Mitchell previously served as a board member of Kaufman 1-A for 14 years.

The Administrator has been retained by the Board of Directors to assist the Board of Directors with the administration of the District. See "THE ADMINISTRATOR" herein.

Powers and Authority

The District Legislation provides that the District may provide, design, construct, acquire, improve, relocate, operate, maintain, or finance an improvement project or service using money available to the District, or contract with a governmental or private entity to provide, design, construct, acquire, improve, relocate, operate, maintain, or finance an improvement project or service authorized under the District Legislation or Chapter 375, Local Government Code (the "MMD Act"). Accordingly, upon receipt of a petition by the owners of the majority of the assessed value of real property in the District subject to assessment, the District may impose and collect assessments to finance the improvement projects and services to be undertaken by the District. Upon approval at an election, the District may also impose an ad valorem tax. The District may issue bonds, notes, or other obligations payable from the District's ad valorem taxes or, if the improvement to be financed is a major public infrastructure project that serves a majority of the District, the District's assessments. The District may issue, by public or private sale, bonds, notes, or other obligations payable wholly or partly from assessments in the manner provided by Chapter 372, Local Government Code, if the improvement to be financed will be conveyed to or operated and maintained by a municipality or other retail utility provider pursuant to an agreement with the District entered into before the issuance of the obligation.

The District Legislation provides that the District may not issue bonds until the City has consented to the creation of and inclusion of land within the District. Such consent was obtained on March 19, 2019, as evidenced by Resolution No. 2019-18R and on June 8, 2021, as evidenced by Resolution 2021-35R (together, "Consent Resolution"). The Consent Resolution required that the District change its name to not contain the word "Celina", which has since occurred. The Consent resolution also required the City and the Master Developer's predecessor in interest, Dynavest Joint Venture, to enter into a development agreement, which development agreement is described herein under "THE DEVELOPMENT AGREEMENT." The Development Agreement (as defined herein) places certain conditions on the issuance of bonds by the District, including that the District must adopt a service and assessment plan, assessment roll, and assessment order, if such bonds are payable from assessments.

On August 2, 2021, the District received a Request for the North Parkway Municipal Management District No. 1 to Consider the Advisability and Nature of Improvements within the District and Levying Special Assessments Against Property within the District and Issuing Bonds Regarding the Same, properly executed by the owners of the majority of the assessed value of real property in the District subject to assessment, in fulfillment of the District Legislation.

Pursuant to the District Legislation and the MMD Act, the District may undertake, or reimburse a developer for the costs of, improvement projects that confer a special benefit on property located within the District, whether located within or outside of the District. The District may levy and collect Assessments on property in the District, or portions thereof, payable in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost. Pursuant to the authority granted by the MMD Act and the District Legislation, the District has determined to undertake the construction, acquisition or purchase of the Major Improvements and to finance the costs thereof through the issuance of the Bonds. See "THE MAJOR IMPROVEMENTS." The District has further determined to provide for the payment of debt service on the Bonds through the Assessments. See "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" herein and "APPENDIX C — Form of Service and Assessment Plan."

District Confirmation, Bond, and Powers Election to be Held November 2, 2021

Pursuant to the MMD Act, no District election is required for the District to levy assessments or issue bonds payable from assessments. The District has called an election to be held on November 2, 2021 (the "District Election") to confirm the creation of the District and authorize various other powers of the District, including the issuance of bonds and the levy and collection of ad valorem taxes on assessable property in the District in support thereof.

The following propositions are on the ballot for the District Election

- Confirmation of the Creation of the District;
- Issuance of up to $96,608,185 Utility Bonds and the Levy of Ad Valorem Taxes Adequate to Provide for the Payment of the Utility Bonds by the District;
- Issuance of $180,760,230 Utility Refunding Bonds and the Levy of Ad Valorem Taxes Adequate to Provide for the Payment of the Utility Refunding Bonds by the District;
- Issuance of $111,193,200 Road Bonds and the Levy of Ad Valorem Taxes Adequate to Provide for the Payment of the Road Bonds by the District;
- Issuance of $198,991,500 Road Refunding Bonds and the Levy of Ad Valorem Taxes Adequate to Provide for the Payment of the Road Refunding Bonds by the District;
- Imposition and Levy of a Maintenance Tax in an amount not to exceed $1.20 per $100/Assessed Valuation by the District;
- A Joint Utility Contract between the District and the City and the Levy of an *Ad Valorem* Tax in Support of Such Contract
- Joint Road Contract between the District and the City and the Levy of an *Ad Valorem* Tax in Support of Such Contract.

No assurance can be given regarding the outcome of the District Election. If the above propositions pass, the District will be authorized to issue any approved bonds and levy any approved taxes as described above. The District does not currently expect to issue utility or road bonds in the near future, nor does the District expect to levy the full maintenance tax in the near future if authorized.

THE MAJOR IMPROVEMENTS

General

The Major Improvements consist of certain public improvements that will benefit the Assessed Property in the District. See "THE DEVELOPMENT — Development Plan." The Master Developer is responsible for the completion of the construction, acquisition or purchase of the Major Improvements, and the Master Developer or its designee will at as construction manager. Pursuant to the Development Agreement, the Major Improvements will be conveyed to the District, and subsequently dedicated to, maintained and operated by the City. See "— Ownership and Maintenance of Major Improvements" below. See "THE DEVELOPMENT — Development Plan".

The costs of the Major Improvements is expected to be paid with proceeds of the Bonds.

Major Improvements Description

Road Improvements. The roadway portion of the Major Improvements consists of the construction of entrance road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage and traffic control devices which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements. The water portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves and appurtenances, necessary for the water distribution system that will service the

Assessed Property. The water improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements. The wastewater portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements. The drainage portion of the Major Improvements consists of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

The following table reflects the total expected costs of the Major Improvements. See "APPENDIX C — Form of Service and Assessment Plan".

Major Improvement	**Estimated Costs**
Road Improvements	$26,606,558
Water Improvements	9,417,212
Sanitary Sewer Improvements	12,854,641
Storm Drainage Improvements	4,695,275
Right of Way Acquisition	5,000,000
District Formation Costs	3,050,000
Bond Issuance Costs[(1)]	19,713,144
TOTAL MAJOR IMPROVEMENTS	**$81,336,830**

(1) Includes Costs of Issuance, Capitalized Interest, deposit to Administrative Fund and Underwriter's Discount.

Ownership and Maintenance of Major Improvements

The Major Improvements will be dedicated to and accepted by the District and subsequently transferred to the City, and will constitute a portion of the City's infrastructure improvements. The City will provide for the ongoing operation, maintenance and repair of the Major Improvements constructed and conveyed to the City.

THE DEVELOPMENT AGREEMENT

Dynavest Joint Venture, the Master Developer's predecessor in interest, entered into a Development, Settlement and Annexation Agreement with the City effective September 8, 2020 (the "Original Development Agreement"). In connection with the purchase of land in the District by the Master Developer, the Master Developer, the City and the District entered into a First Amendment to a Development, Settlement and Annexation Agreement, effective as August 2, 2021. On September 14, 2021, the Master Developer, the City, and the District entered into a Second Amendment to a Development, Settlement and Annexation Agreement. The Original Development Agreement, as so amended, is referred to herein as the "Development Agreement."

Pursuant to the Development Agreement, the Master Developer has agreed to construct certain "Public Improvements" for the benefit of the Development in accordance with the conditions therein. Capitalized terms used in this "THE DEVELOPMENT AGREEMENT" section and not otherwise defined herein shall have the meanings assigned to them in the Development Agreement. The Development Agreement provides the scope of the Public Improvements to be constructed, sets forth certain condition for the issuance of bonds by the District and rules and regulations for the construction of the Public Improvements and certain private improvements, and provides the process for the development of all property within the Development. The Bonds will be issued, inter alia, to provide funds to pay for the costs of the Major Improvements. The Master Developer will pay or be reimbursed for the costs of the Major Improvements from proceeds of the Bonds.

The Development Agreement contains certain additional agreements by the City and the Master Developer, a portion of which are outlined below.

City Constructed Infrastructure Pursuant to the Development Agreement. Under the Development Agreement, the City has agreed to construct a Dallas North Tollway water line south of J. Fred Smith Parkway (the "Southern DNT Water Line") on or before the date that is eighteen (18) months following the City's receipt of the Developer's Contribution (as defined below) and subject to the provision described in the paragraph below; provided however, that if the Southern DNT Water Line is not complete by such date, the Master Developer may, at its option, construct or cause the completion of the construction of the Southern DNT Water Line, and the City has agreed to reimburse the Master Developer for the Master Developer's costs to complete the Southern DNT Water Line.

The City has agreed to construct a wastewater treatment plant for the South Tract (the portion of the District lying south of G.A. Moore Parkway) that will provide an approximate capacity of 0.95 MGD (the "WWTP") on or before the later of (1) July 1, 2023; or (2) twenty-four (24) months after City receives Developer's Contribution. Upon the closing of the first series of bonds, the Master Developer has agreed to pay to the City ten million dollars ($10,000,000) for funding a portion of the construction of the WWTP and the Southern DNT Water Line ("Developer's Contribution"). The City has agreed to pay for the remaining costs of the WWTP and Southern DNT Water Line. Subject to Master Developer being in compliance with its obligations contained in the Development Agreement, the City has agreed to provide wastewater service to the North Tract (the portion of the District lying north of G.A. Moore Parkway) in a sufficient capacity and to further expand the WWTP, if necessary, to provide sufficient capacity to serve the North Tract, at no cost to the Master Developer.

The Master Developer may utilize pump and haul wastewater sewer service for the Property, at the Master Developer's sole cost and expense, until the WWTP is available to service to the Property; provided, however, the City has agreed to pay for pump and haul costs incurred after the later of (1) July 1, 2023; or (2) twenty-four (24) months after City receives Developer's Contribution if the WWTP is not complete and available for service to the Property by such time.

Required Amenities and Timelines for Completion Thereof. Pursuant to the Development Agreement, the Master Developer has agreed to construct or cause to be constructed five Amenity Centers and two Regional Amenity Centers (which shall contain indoor air-conditioned space; restrooms; two (2) swimming pools; a playground; two (2) tennis courts or similar facilities; and one (1) basketball court). The first Amenity Center is required to be completed within twenty-four (24) months of the City's acceptance of the Public Improvements for Phase 2 of Pod 3 of Parcel 9. The first Regional Amenity Center is required to be completed within twenty-four (24) months of the City's acceptance of the Public Improvements for Phase 1 of Pod 1 of Parcel 9. If the Master Developer fails to construct or cause the construction of the first Amenity Center or the first Regional Amenity Center within such specified timeframes, the City may withhold building permits for single-family residential homes in the South Tract from the 2,000th permit until completion of such amenity centers. The Master Developer has further agreed to construct the second Regional Amenity Center within twenty-four months of the City's acceptance of the Public Improvements for the Phase and Pod in which the second Regional Amenity Center will be located.

The Master Developer has agreed to construct a network of twelve foot (12') concrete main spine trails and eight foot (8') concrete side trails and connectors as neighborhood trails, including trail heads and low water pedestrian crossings, to connect both sides of the creek and provide connectivity throughout the in conformance with the City's Master Parks & Trails Plan. The neighborhood trails shall be constructed in segments as required or necessary for each phase of the development, and the Master Developer shall complete or cause the completion of construction of each portion of the neighborhood trails in segments on or before the date that is twelve (12) months after the City's acceptance of the Public Improvements for the applicable phase. If the Master Developer does not complete or cause the completion of the segment of the neighborhood trails for the applicable phase by such date, the City may withhold issuance of building permits for single family residential homes after the two-thousandth (2,000th) building permit in the South Tract until completion.

The Master Developer has agreed to construct or cause the construction of a minimum 18-hole golf course, which golf course may be constructed in two (2) 9-hole phases and may be constructed entirely in the North Tract, entirely in the South Tract, or partially in the North Tract and partially in the South Tract. The Master Developer has agreed to begin construction of the golf course prior to the City's approval of a final plat for Pod 4 in Parcel 12. Upon completion of the WWTP, the City has agreed to make greywater available for the purposes of irrigating the golf course in an amount equal to $10,000,000.

Capital Recovery Fees. Pursuant to the Development Agreement, the City, the District, and Developer agreed to set certain "Capital Recovery Fees" for single-family residential lots (in lieu of any impact fees which would normally be collected and assessed by the City) as follows: (i) roadway capital recovery fees shall be set at $3,000.00 per single-family residential

lot for the first five (5) years following August 2, 2021, $3,500.00 for years six (6) through ten (10) following August 2, 2021, and increased by an additional $500.00 each five-year period thereafter, (ii) water capital recovery fees shall be set at $2,500.00 per single-family residential lot for the first five (5) years following August 2, 2021, $3,000.00 for years six (6) through ten (10) following August 2, 2021, and increased by an additional $500.00 each five-year period thereafter, and (iii) wastewater capital recovery fees shall be set at $2,500.00 per single-family residential lot for the first five (5) years following August 2, 2021, $3,000.00 for years six (6) through ten (10) following August 2, 2021, and increased by an additional $500.00 each five-year period thereafter.

Land Donated to the City. Pursuant to the Development Agreement, the Master Developer shall donate certain sites to the City as follows:

- A 4-acre site for use as a fire station;
- A 7-acre site for use as a police substation and fire station;
- An 8-acre site for the construction of a pump station;
- Approximately twenty-seven acres for a City sports facility; and
- A 15-acre site for a wastewater treatment plant.

Additionally, the Master Developer has reserved two additional 12-acre sites within the District for the potential purchase by the Celina Independent School District ("CISD") for a period of 10 and 20 years, respectively.

Tax Increment Reinvestment Zone. Pursuant to the Development Agreement, the City has created a tax increment reinvestment zone contiguous with the District. As a grant to the Master Developer to assist with funding the costs of Public Improvements in the District, the City will provide $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, which will be collected by the City in accordance with any TIRZ Project and Finance Plan. The Master Developer may assign such grant to the District, but no such assignment has currently been made.

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THE DEVELOPMENT

The following information has been provided by the Master Developer. Certain of the following information is beyond the direct knowledge of the District, the District's Financial Advisor and the Underwriter, and none of the District, the District's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Master Developer has reviewed this Limited Offering Memorandum and warrants and represents that neither (i) the information under the caption "THE DEVELOPMENT" nor (ii) the information relating to the Master Developer under the subcaption "BONDHOLDERS' RISKS" 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. At the time of delivery of the Bonds to the Underwriter, the Master Developer will deliver a certificate to this effect to the District and the Underwriter.

Overview

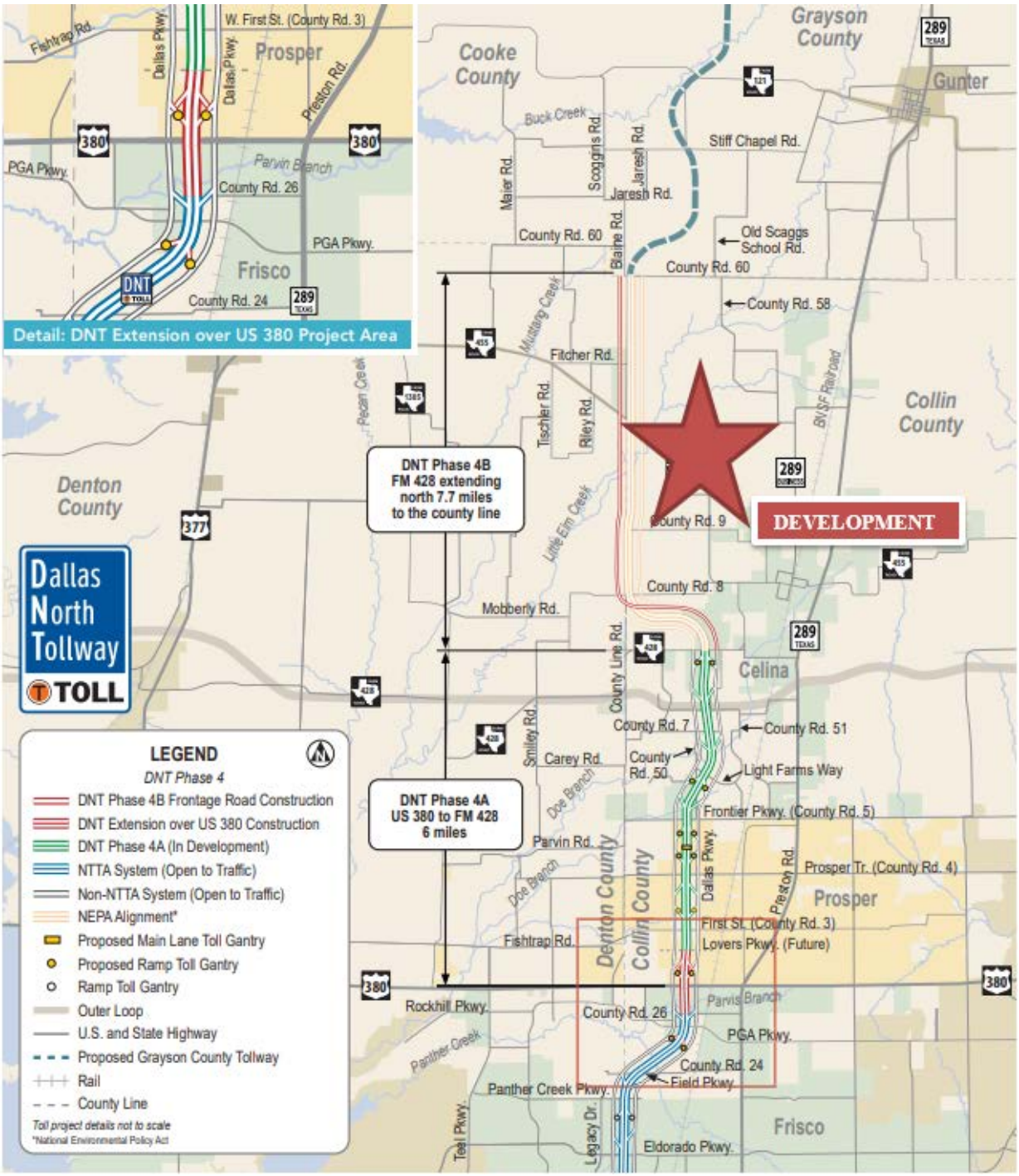
The land within the District will be developed as a mixed-use master planned development to be known as "Legacy Hills" (the "Development"). The Development is located within the city limits of the City, approximately 2 miles west of Preston Road, near the intersection of FM 455 and FM 946.

The City, located in the north-central region of the Dallas-Fort Worth-Arlington, Texas Metropolitan Statistical Area (the "DFW MSA"), is poised for significant growth as the overall DFW MSA continues its growth trajectory. In November 2020, utilizing data from the U.S. Census Bureau, the Dallas Business Journal ranked Celina as the fastest growing City above 10,000 residents in north Texas, with a population growth rate of 50% between 2015 and 2019. According to data from the U.S. Census Bureau, building permit activity for privately owned housing units in the City has increased 1400% since 2015, with an annual increase of 64% between 2019 and 2020, the latest year for which data is available. According to the Celina Economic Development Corporation, the City estimates its current population at 22,793, and projects a 2026 population of 51,000 residents.

The Development is located adjacent to the proposed "Phase 4" extension of the Dallas North Tollway, as generally shown below, which, when completed, will extend the Dallas North Tollway past the District, shortening commutes for residents of the Development and providing potential businesses in the Development with access to thousands of consumers each day. According to the summer 2021 progress report of the North Texas Tollway Authority, excavation and embankment work on frontage roads for "Phase 4B" of such extension, which runs parallel to the Development, has begun. "Phase 4A," the southernmost portion of the extension which will provide the connection to the existing Dallas North Tollway, is under development. The North Texas Tollway Authority has not currently projected an opening date for the extension.

Residents can currently access the Development by traveling north on FM 455 from the intersection of FM 455 and Preston Road. Drive time from the proposed main entrance of the site to Preston Road is 3.7 miles, approximately 7 minutes. An alternate route to access the Development is to come from Highway 377 heading south on FM 455. Drive time to the proposed main entrance of the site from Highway 377 is 9.2 miles, approximately 10 minutes. Residents of the Development can currently access most of the major highways throughout the greater Dallas area via Preston Road and the Dallas North Tollway. Employment centers including Garland, Richardson, and downtown Dallas are accessible via Preston Road and the Dallas North Tollway.

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The Development is expected to include up to approximately 7,000 single family residential homes, approximately 4,100 multifamily residential units, and approximately 100 acres of commercial development located along the Dallas North Tollway in the City of Celina, Texas. The single family residential homes will be developed in pods by homebuilders, including: Ashton Woods, Beazer Homes, DR Horton, First Texas Homes, Lennar Homes, M/I Homes, and Mattamy Homes. See "THE DEVELOPMENT - Development Plan" and "THE DEVELOPMENT - Expected Build-Out of Single-Family Development and Home Prices in the Development" below.

The Development is expected to include significant amenities, including seven total amenity centers which will include swimming pools and play areas, a championship golf course with a clubhouse, open spaces and trails as described under "THE DEVELOPMENT – Amenities," as well as a City sports park.

Ownership of the land within the Development is as follows and as further depicted below:

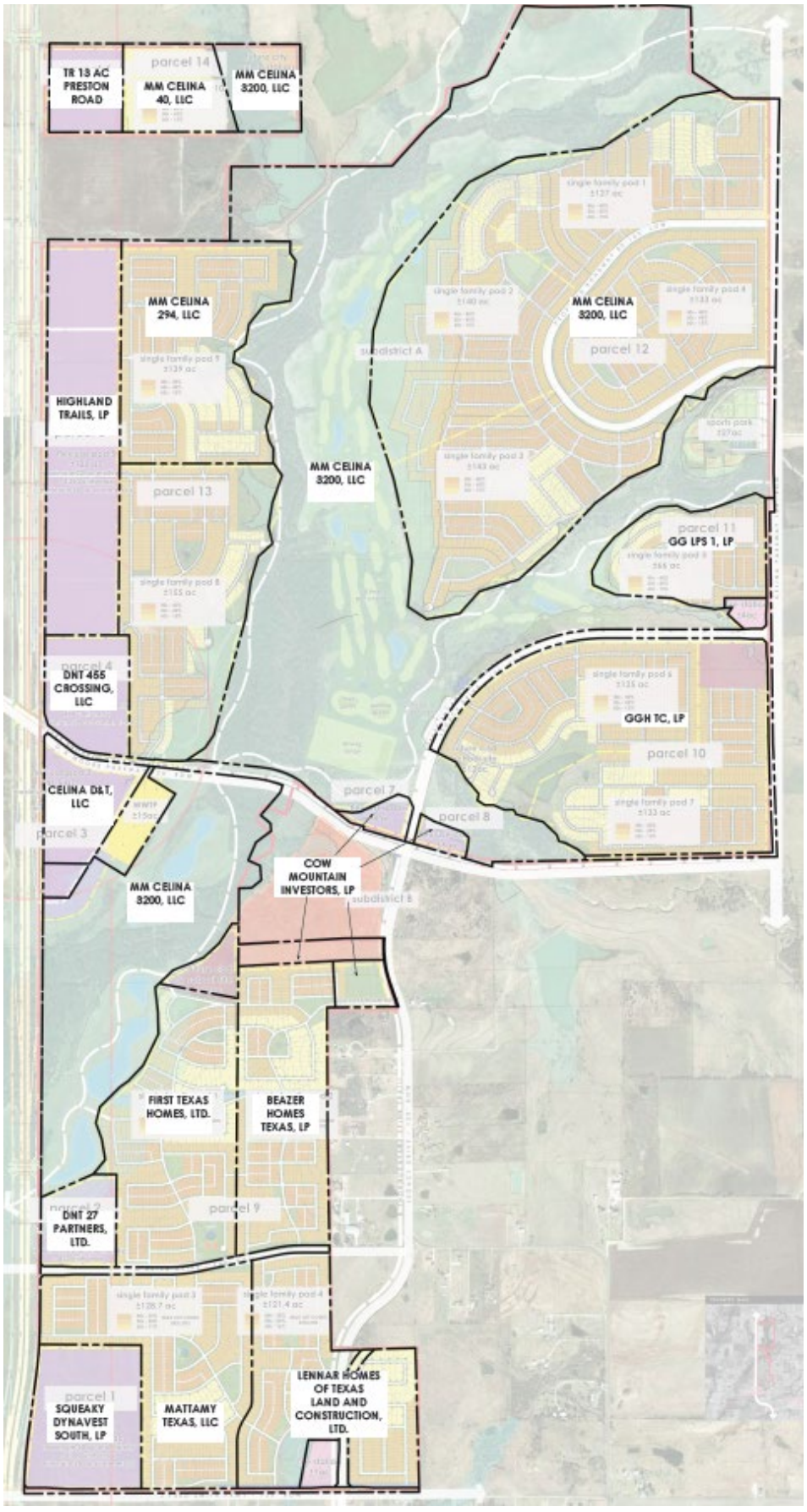
Parcel	Pod	Acres	Owner
Parcel 1[(1)]	Pod 1	67.578	Squeaky Dynavest South, LP
Parcel 2[(1)]	Pod 2	27.165	DNT 27 Partners, Ltd.
Parcel 3[(1)]	Pod 3	41.511	Celina D & T, LLC
Parcel 4 [(1)]	Pod 4	40.00	DNT 455 Crossing, LLC
Parcel 5[(1)]	Pod 5	123.763	Highland Trails Celina LP
Parcel 6[(1)]	Pod 6	27.783	TR 13 Preston Road, LLC
Parcel 7[(1)]	Pod 7	8	Cow Mountain Investors, L.P.
Parcel 8[(1)]	Pod 8	6	Cow Mountain Investors, L.P.
Parcel 9	Pod 1	132.077	First Texas Homes, Inc.
Parcel 9	Pod 2	111.194	Beazer Homes Texas, L.P.
Parcel 9	Pod 3	128.578	Mattamy Texas LLC
Parcel 9	Pod 4	120.789	Lennar Homes of Texas Land and Construction, Ltd.
Parcel 10	Pod 6 Pod 7	253.446	GG TC, LP (Ashton Woods affiliate)
Parcel 11	Pod 5	62.214	GG LPS 1, LP (Ashton Woods affiliate)
Parcel 12	Pods 1-4	587.7	MM Celina 3200, LLC
Parcel 13	Pod 8 Pod 9	292.217	MM Celina 294, LLC
Parcel 14	Pod 10	38.634	MM Celina 40, LLC
Additional undevelopable acreage[(2)]	N/A	1,053.533	MM Celina 3200, LLC
Additional acreage[(3)]	N/A	88.476	North Texas Tollway Authority, Texas Department of Transportation, Easement property

[(1)] Parcels 1-8 are designated as Non-Benefitted Property for the purpose of the Service and Assessment Plan, and do not constitute Assessed Property. See "ASSESSMENT PROCEDURES - Exclusion of Commercial/Multi-Family Land from Assessed Property."

[(2)] Additional acreage in the District is comprised of certain flood plain land, right of way, and other land to be dedicated to the City pursuant to the Development Agreement. Also includes the one-acre director lot. All of such land is Non-Benefitted Property for the purpose of the Service and Assessment Plan on which no Assessment will be levied.

[(3)] Public right of way acreage which is Non-Benefitted Property for the purpose of the Service and Assessment Plan on which no Assessment will be levied.

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TR 13 AC PRESTON ROAD
parcel 14
MM CELINA 40, LLC
MM CELINA 3200, LLC
MM CELINA 294, LLC
HIGHLAND TRAILS, LP
parcel 13
MM CELINA 3200, LLC
subdistrict A
MM CELINA 3200, LLC
parcel 12
parcel 11
GG LPS 1, LP
DNT 455 CROSSING, LLC
parcel 4
GGH TC, LP
parcel 10
CELINA D&T, LLC
parcel 3
parcel 7
parcel 8
MM CELINA 3200, LLC
COW MOUNTAIN INVESTORS, LP
subdistrict B
FIRST TEXAS HOMES, LTD.
BEAZER HOMES TEXAS, LP
DNT 27 PARTNERS, LTD.
parcel 9
parcel 1
SQUEAKY DYNAVEST SOUTH, LP
MATTAMY TEXAS, LLC
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.

Development Plan

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 District. Additional single family lot development is expected to be completed by MM Celina 294 and MM Celina 40, each affiliates of the Master Developer, which affiliates will develop single-family lots for sale to homebuilders (M/I Homes and D.R. Horton) on a takedown basis. Such pods are expected to be developed in phases. See "THE DEVELOPMENT - Expected Build-Out of Single-Family Development and Home Prices in the Development" below. The Builder Pod Developers are expected to collectively develop approximately 3,294 lots in the District, MM Celina 294 is expected to develop approximately 1,216 lots in the District, and MM Celina 40 is expected to develop approximately 192 lots in the District. See "THE DEVELOPMENT – Expected Build-Out of Single-Family Development and Home Prices in the Development." A portion of the lots to be developed by Ashton Woods (approximately 278 located on Parcel 11) are expected to be utilized as single-family for rent homes. The Master Developer owns approximately 587 acres of additional land in the Development which is expected to be developed into single-family lots in the future, either by the Master Developer or by additional builders in a manner similar to the Builder Pod Developers.

Commercial and multifamily development in the District 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 District will begin with the construction of the District Major Improvements and certain Local Improvements, which Local Improvements are expected to be constructed by the Pod Developers. See "THE MAJOR IMPROVEMENTS." The District Major Improvements and the Local Improvements will be dedicated to the District and conveyed to the City, and constructed in accordance with City standards.

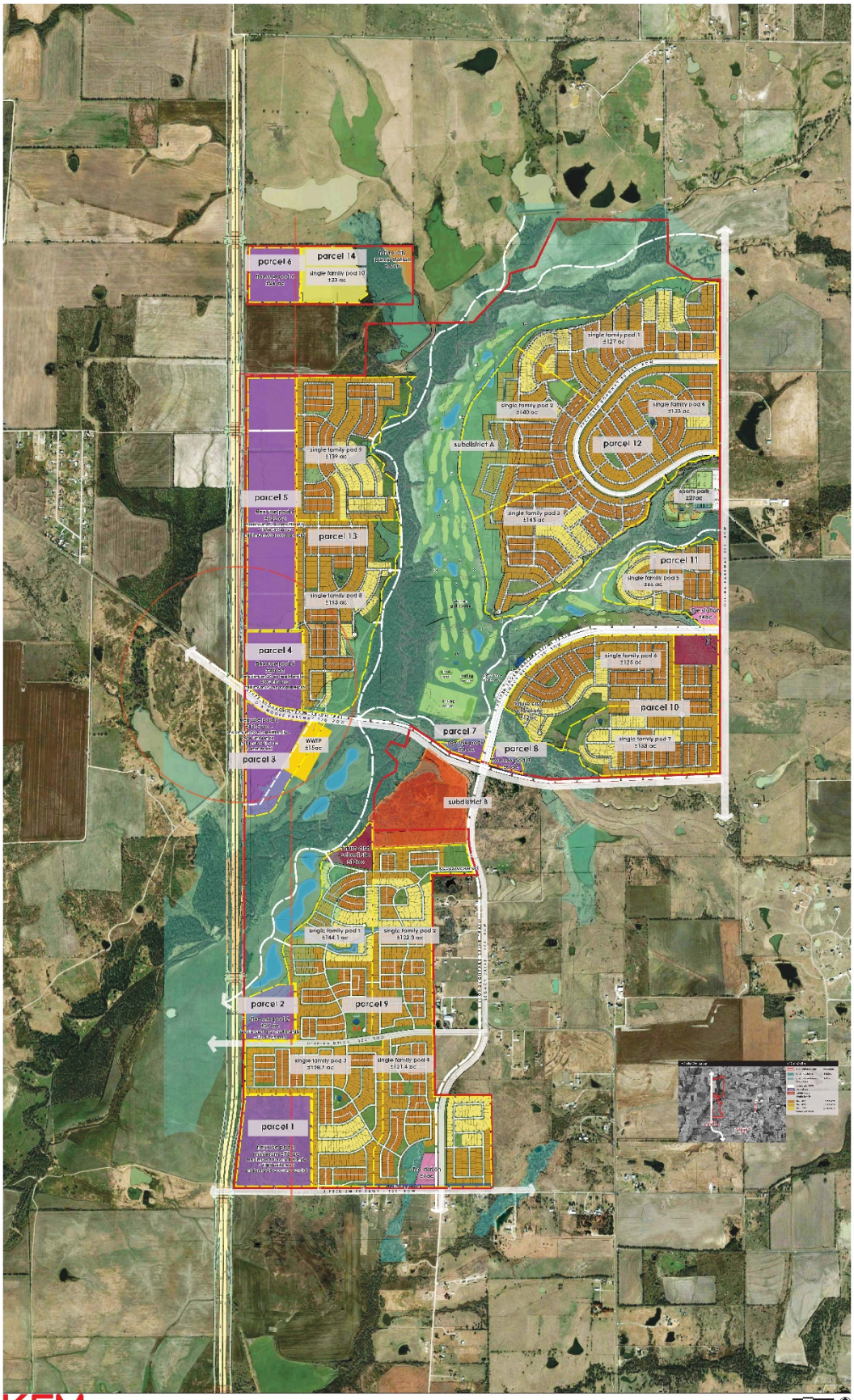
The Master Developer is responsible for construction of Major Improvements, construction of which is expected to begin Q1 2022 and is expected to be completed in Q3 2023. Proceeds of the Bonds will pay for the Major Improvements. See "SOURCES AND USES OF FUNDS."

Local Improvements are expected to be completed in phases as described under "THE DEVELOPMENT - Expected Build-Out of Single-Family Development and Home Prices in the Development" below and funded as described under "ACQUISITION OF PROPERTY IN THE DEVELOPMENT AND DEVELOPMENT FINANCING PLAN."

Concept Plan

Below is the current concept plan of the Development as approved by the City. The concept plan is conceptual and subject to change consistent with the City's zoning and subdivision regulations.

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parcel 14
parcel 6
single family pod 10
±33 ac
single family pod 1
±127 ac
single family pod 2
±140 ac
single family pod 4
±133 ac
subdistrict A
parcel 12
single family pod 9
±139 ac
parcel 5
sports park
±27 ac
single family pod 3
±145 ac
parcel 13
parcel 11
single family pod 5
±66 ac
single family pod 8
±155 ac
parcel 4
single family pod 6
±126 ac
parcel 10
parcel 7
single family pod 7
±168 ac
parcel 8
WWTP
±15ac
parcel 3
subdistrict B
single family pod 1
±144.1 ac
single family pod 2
±122.9 ac
parcel 2
parcel 9
single family pod 3
±128.7 ac
single family pod 4
±121.4 ac
parcel 1

Expected Build-Out of Single-Family Development and Home Prices in the Development

The Master Developer expects to complete the Development of the District Major Improvements by Q3 2023. The Builder Pod Developers, MM Celina 294 and MM Celina 40, expect to complete development of their respective portions of land in the Development as outlined below.

Builder Pod Developers. The Builder Pod Developers expect to develop their respective land in the Development in phases, with the Local Improvements benefitting each phase to be completed as projected below. The following table summarizes the Builder Pod Developers expectations regarding the completion of each phase of development on their respective land as well as the projected final sale or rental date for homes in each phase.

Builder	Builder Subphase	Single-Family Lots	Expected Start of Internal Infrastructure	Expected Internal Infrastructure Completion Date	Expected Final Home Sale Date
Ashton Woods (GG TC, LP – Parcel 10)	1	346	Q2 2022	Q3 2023	Q3 2025
	2	355	Q2 2024	Q3 2025	Q3 2027
	3	344	Q2 2026	Q3 2027	Q3 2029
	Builder Subtotal	1,045			
Ashton Woods (GG LPS 1, LP - Parcel 11)	1	189	Q2 2022	Q3 2023	Q2 2025 [(1)]
	2	89	Q2 2024	Q3 2025	Q2 2026 [(1)]
	Builder Subtotal	278			
Beazer	1	175	Q2 2022	Q2 2023	Q3 2026
	2	133	Q2 2023	Q2 2024	Q2 2026
	3	130	Q3 2024	Q3 2025	Q4 2028
	Builder Subtotal	438			
First Texas	1	163	Q1 2022	Q2 2023	Q3 2025
	2	163	Q3 2024	Q3 2025	Q1 2028
	3	164	Q4 2026	Q1 2028	Q2 2030
	Builder Subtotal	490			
Lennar	1A	149	Q1 2022	Q3 2023	Q4 2026
	1B	146	Q1 2022	Q3 2023	Q4 2026
	2	165	Q2 2022	Q4 2023	Q1 2028
	Builder Subtotal	460			
Mattamy	1	203	Q2 2022	Q2 2023	Q3 2025
	2	210	Q2 2024	Q2 2025	Q2 2028
	3	170	Q2 2026	Q3 2027	Q4 2030
	Builder Subtotal	583			

[(1)] GG LPS 1, LLC intends to build homes on Parcel 11 and utilize such homes as single-family for rent. Sales to end users are not expected at this time. GG LPS 1, LP expects to begin rentals in Phase 1 in Q3 2023 and Phase 2 in Q3 2025.

The Builder Pod Developers' current expectations regarding estimated home prices in the Builder Pod Developers' respective sections of the Development are as follows:

Builder	Builder Subphase	Single-Family Lots	Estimated Average Base Lot Price	Estimated Average Base Home Price
Ashton Woods (GG TC, LP – Parcel 10)	1	346	$66,800	40’: $325,000 50’: $360,000 60’: $430,000
	2	355	$69,000	
	3	344	$64,500	
	Builder Subtotal	1,045		
Ashton Woods (GG LPS 1, LP - Parcel 11)[1]	1	189	Average (40’ 50’, 60’): $66,800	N/A
	2	89	Average (40’ 50’, 60’): $69,000	N/A
	Builder Subtotal	278		
Beazer	1	175	50’: $78,000 60’: $93,000	50’: $374,000 60’: $463,000
	2	133	50’: $78,000 60’: $93,000	50’: $374,000 60’: $463,000
	3	130	50’: $78,000	50’: $374,000
	Builder Subtotal	438		
First Texas	1	163	50’: $65,000 60’: $65,000	50’: $435,000 60’: $470,000
	2	163	50’: $65,000 60’: $65,000	50’: $435,000 60’: $470,000
	3	164	50’: $65,000 60’: $65,000	50’: $435,000 60’: $470,000
	Builder Subtotal	490		
Lennar	1A	149	50’: $68,301	50’: $370,000
	1B	146	50’: $68,301	50’: $370,000
	2	165	50’: $68,301 60’: $76,780	50’: $370,000 60’: $410,000
	Builder Subtotal	460		
Mattamy	1	203	40’: $68,421 50’: $85,526 60’: $102,631	40’: $349,600 50’: $416,572 60’: $470,000
	2	210	40’: $68,421 50’: $85,526 60’: $102,631	40’: $349,600 50’: $416,572 60’: $470,000
	3	170	40’: $68,421 50’: $85,526 60’: $102,631	40’: $349,600 50’: $416,572 60’: $470,000
	Builder Subtotal	583		

[1] Estimated price. GG LPS 1, LLC intends to build homes on Parcel 11 and utilize such homes as single-family for rent. Sales to end users are not expected at this time. GG LPS 1, LP expects to begin rentals in Phase 1 in Q3 2023 and Phase 2 in Q3 2025.

MM Celina 294 and MM Celina 40 Lot Development. 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. 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 - MM Celina 294 Property and MM Celina 40 Property – Lot Purchase and Sale Agreements” 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.

Developer	Subphase	Single-Family Lots	Expected Start of Internal Infrastructure	Expected Internal Infrastructure Completion Date	Expected Final Lot Sale Date
MM Celina 294	1A	421	Q2 2022	Q3 2023	Q3 2025
	2	399	Q1 2025	Q1 2026	Q4 2027
	3	396	Q4 2026	Q4 2027	Q4 2029
	Subtotal	1,216			
MM Celina 40	1B	192	Q2 2022	Q3 2023	Q3 2025
	Subtotal	192			

MM Celina 294 and MM Celina 40's current expectations regarding estimated home prices in the MM Celina 294 Property and MM Celina 40 Property are as follows:

Developer	Subphase	Single-Family Lots	Estimated Base Lot Price*	Estimated Average Base Home Price**
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	396	40': $62,000 50': $77,500 60': $93,000	40': $275,000 50': $343,750 60': $412,500
	Subtotal	1,216		
MM Celina 40	Phase #1B	192	40': $54,000	40': $275,000
	Subtotal	192		

* Based on Lot Purchase and Sale Agreements entered into by MM Celina 294 and MM Celina 40.
** MM Celina 294 and MM Celina 40 estimates.

MM Celina 294 and MM Celina 40 – Lot Purchase and Sale Agreements

D.R. Horton and M/I Homes have each contracted to purchase approximately half of the lots to be located on the MM Celina 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 in Phase #1A, 2 and 3 of the City PID as provided in the final concept plan for the City PID. 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 Finders Homes ("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 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 which 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.

Homebuilder	Total Lots	Price Per Lot*	Takedown dates and Lots per Takedown
D.R. Horton	Approximately half of the lots in Phases #1A, #2, and 3	Phase #1A 40' – $54,000 50' – $67,500 60' – $81,000 Phase #2 40' – $58,000 50' – $72,500 60' – $87,000 Phase #3 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	Phase #1A 40' – $54,000 50' – $67,500 60' – $81,000 Phase #2 40' – $58,000 50' – $72,500 60' – $87,000 Phase #3 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**	Phase #1B 192 40' lots	Phase #1B 40' – $54,000	15 Lots within 15 days of initial closing Additional 12 Lots at or before 120 days after Initial Closing 12 Lots per quarter

* Excludes annual escalator of 6%. Each lot also includes a $2,000 amenity fee and a $500 marketing fee.
** Dream Finders PSA is currently for 195 lots but is expected to be amended to reflect the 192 lots in Phase #1B.

Expected Commercial/Multi-Family Development in the District

Approximately 341.8 acres within the District (Parcels 1-8 on the Concept Plan above) are currently expected to contain either commercial or multi-family development (the "Commercial/Multi-Family Land"). Pursuant to the PDD Ordinance (as defined herein) the Commercial/Multi-Family Land, as well as 30 acres of Parcel 13, may be developed as Flex, MF-2 (Urban Edge multi-family), MF-3 (Urban Living multi-family), or C (Commercial, Office, & Retail). The PDD Ordinance allows for a maximum number of 4,100 multifamily units with certain restrictions on the quantity of units on particular parcels as described under "THE DEVELOPMENT - Zoning" below.

Investors holding the Commercial/Multi-Family Land have indicated that such land is expected to be sold to future investors or developed at a later date as development of the single-family residences and the Dallas North Tollway extension progresses. Accordingly, the Commercial/Multi-Family Land has been deemed Non-Benefitted Property and no Assessments have been levied on the Commercial/Multi-Family Land. See "ASSESSMENT PROCEDURES - Exclusion of Commercial/Multi-Family Land from Assessed Property." It is currently expected that all of Parcel 13 will contain single-family development and Parcel 13 is included in the Assessed Property.

Zoning

The Development is located in Planned Development District No. 17, 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 Development, and the like.

The PDD Ordinance currently allows for a maximum of 7,000 single-family lots in the 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 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 Master 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's Master Parks and Trails Plan. Such requirements are consistent with the requirements of the Development Agreement. See "THE DEVELOPMENT AGREEMENT."

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. The Master Developer has not completed current cost estimates for the golf course. It is expected that such amenities and the golf course will be financed through private financing acquired by the Master Developer.

It is expected that the trail amenities will be developed as the phases of development within the District come online in accordance with the Development Agreement. Construction of the amenities serving the development is expected to begin in 2023 and take approximately 10 years.

The PDD Ordinance and the Development Agreement contain specific requirements with respect to the amenity centers and trails within the Development. See "THE DEVELOPMENT AGREEMENT" and "THE DEVELOPMENT - Zoning." The Development Agreement contains certain timelines for completion of construction of the amenity centers and the trails, as well as the commencement of construction of the golf course. See "THE DEVELOPMENT AGREEMENT - *Required Amenities and Timelines for Completion Thereof*." Pursuant to the Development Agreement, if the Master Developer does not complete the amenity centers or the trails within the timeframes specified therein, the City may withhold permits on the South Tract after the 2,000th building permit. Accordingly, a delay in completion of the amenity centers and the trails could cause a delay in the construction of homes in South Tract of the Development. The Master Developer currently expects that the applicable deadlines in the Development Agreement will be met.

Education

Children in the Development will attend schools in the Celina Independent School District ("CISD") which encompasses 96 square miles serving the residents of the City in Collin and Denton Counties, and the communities of Alla and Weston. CISD enrolls over 2,500 students in one high school, one junior high school, and two elementary schools and one early childhood/primary school. According to the Texas Education Agency, CISD received a "District Accountability Rating" of A from the TEA during its most recently evaluated school year. Students in the District will attend Lykins Elementary School (approximately 4.2 miles from the District), Celina Middle School (approximately 4.5 miles from the District) and Celina High School (approximately 7.7 miles from the District). In addition, the Master Developer has reserved two sites for potential future construction of schools within the District in accordance with the Development Agreement. See "THE DEVELOPMENT AGREEMENT."

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 District (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 District. 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 District.

The Master Developer is not aware of any ongoing mineral rights development or exploration on or adjacent to the property within the District. The Master Developer is not aware of any interest in real property (including mineral rights) owned by the Mineral Owners adjacent to the District. 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 Master 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. See "BONDHOLDERS' RISKS — Exercise of Third Party Property Rights."

Environmental

Phase One. A Phase One Environmental Site Assessment (a "Phase One ESA") of land within the District, 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 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 Master Developer is not aware of any endangered species located on District property.

Preliminary Geotechnical Report

Alpha Testing performed a limited preliminary geotechnical exploration of Parcels 1, 2, 3, 4, and 5 and Single-Family Pods 1, 2, 3, 4, 8 and 9 (the "Preliminary Geotechnical Report"). Based on subsurface conditions encountered at the borings, Alpha Testing estimated slab foundations/floor slabs constructed within 3 feet of existing grade as encountered during drilling could experience soil-related seasonal movements (potential vertical rise, PVR) in excess of 4½ to 6 inches in certain areas, and in excess of 6 inches in others. The Preliminary Geotechnical Report recommended certain construction methodologies for the construction of single-family residences and commercial structures to accommodate the subsurface conditions.

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 in the 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 waste-water treatment plant and approximately one acre will be dedicated to the Celina Independent School District. A hydrologic study is currently being performed with respect to such reclamation efforts.

Utilities

Water and Wastewater. The City will provide both water and wastewater service to the District. The City purchases its water wholesale from the Upper Trinity Regional Water District, and the City maintains its own water distribution system and wastewater collection and treatment system.

The City currently does not have sufficient wastewater capacity to serve the expected development in the District. The City will construct the WWTP to serve the "South Tract" of the Development as described under "THE DEVELOPMENT AGREEMENT." Pursuant to the terms of the Development Agreement, the City has commenced permitting and design on the WWTP. The Master Developer is responsible for the cost of pumping and hauling wastewater generated by the Development until the City's wastewater treatment plant is constructed. However, the City will be responsible for the costs associated with pumping and hauling of wastewater if the WWTP is not complete within twenty-four months of the City's receipt of the Master Developer's contribution to the construction of the WWTP, which is expected to occur at closing of the Bonds. See "THE DEVELOPMENT AGREEMENT" and "BONDHOLDERS RISKS – Availability of Utilities."

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.

THE MASTER DEVELOPER

The following information has been provided by the Master Developer. Certain of the following information is beyond the direct knowledge of the District, the District's Financial Advisor and the Underwriter, and none of the District, the District's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Master Developer has reviewed this Limited Offering Memorandum and warrants and represents that neither (i) the information herein under the caption "THE MASTER DEVELOPER" nor (ii) the information relating to the Master Developer under the caption "BONDHOLDERS' RISKS" 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. At the time of delivery of the Bonds to the Underwriter, the Master Developer will deliver a certificate to this effect to the City and the Underwriter.

General

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as telephone and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of revenue bonds, such as the Bonds, issued by a municipality for a public improvement district. A developer is generally under no obligation to a public improvement district, such as the District, to develop the property which it owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land which the developer owns within a development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development.

Description of the Master Developer

The Master Developer is an affiliate of Centurion American Custom Homes Inc. d/b/a Centurion American Development Group Inc. ("Centurion"), and was created by Centurion for the purpose of managing and ultimately conveying property in the District to third parties. The Master Developer is a nominally capitalized limited liability company, the primary asset of which is unsold property within the District. The Master Developer will have no source of funds with which to pay Assessments or taxes levied by the District, the City or any other taxing entity other than funds resulting from the sale of property within the District or funds advanced to the Master Developer by an affiliated party. The Master Developer's ability to make full and timely payments of Assessments or taxes will directly affect the District's ability to meet its obligation to make payments on the Bonds.

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 Moayedi 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. A snapshot of some of the communities Centurion has developed is presented below.

Name	County	Property Type	Starting Home Price	Status of Development
*Entrada at Westlake	Tarrant	Mixed-use	$1,100,000	Vertical ongoing
River Walk at Central Park	Denton	Mixed-use	$375,000	Vertical Ongoing
The Villas at Twin Creeks	Collin	Single-family	$230,000	Completed
Kensington Gardens	Dallas	Single-family	$500,000	Phase 1: Started 6/2012 Phase 2: Delivered 12/2018
Water's Edge at Hogan's Glen	Denton	Single-family	$480,000	Completed/Ashton Finishing Construction
Montalcino Estates	Denton	Single-family	$700,000	Under Development
Estancia Estates	Denton	Single-family	$400,000	Completed /Built Out
Highlands Glen	Denton	Single-family	$300,000	Completed/Ashton Finishing Up
The Highlands at Trophy Club	Denton	Single-family	$250,000	Completed/Ashton Finishing Up
Water's Edge	Denton	Single/Multifamily	$300,000	Started 9/2018 * Delivered Q4 2019
Williamsburg	Rockwall	Single-family	$150,000	Fee Developer
Crestview at Prosper Creek	Collin	Single-family	$250,000	Complete - Megatel Finishing Construction
Palomar Estates	Tarrant	Single-family	$750,000	Complete
Estancia	Tarrant	Single-family	$450,000	Complete
Verandah	Rockwall	Single-family	$200,000	Development Phase Ongoing
Terracina	Denton	Single-family	$400,000	Development Complete / Toll Brothers Bldg Phase 3
The Resort on Eagle Mountain Lake	Tarrant	Single	$250,000	Development Ongoing - Builder Doing Takedowns
Travis Ranch	Kaufman	Single-family	$200,000	Development Ongoing - Builder Doing Takedowns
Carter Ranch	Collin	Single-family	$150,000	Phase 1: Completed * Phase 2CII: Bldg Completed
Frisco Hills	Denton	Single-family	$200,000	Development Complete / HB Finishing Up
Rolling Meadows	Tarrant	Single-family	$100,000	Phase1: Completed * Phase 2A2 & 3 HB Completed
Waterfront at Enchanted Bay	Tarrant	Single-family	$150,000	Phase 1: Started 5/2005 * Phase 1: Delivered 2/2007 Phase 2: Being Engineered
Thornbury	Travis	Single-family	$150,000	Development Complete / HB Complete
Rough Hollow	Travis	Single-family	$550,000	Development Complete / HB Complete
Lexington Parke	Travis	Single-family	$150,000	Development Complete / HB Complete
Villages of Woodland Springs	Tarrant	Single-family	$150,000	Started Q4 2000 * Delivered Q4 2017
Spring Creek	Tarrant	Single-family	$150,000	Development Complete / HB Complete
Silver Ridge	Tarrant	Single-family	$150,000	Development Complete / HB Complete
Sendera Ranch	Tarrant	Single-family	$150,000	Centurion Owns Future Land / Banking Land

Rosemary Ridge	Tarrant	Single-family	$100,000	Development Complete / HB Complete
Llano Springs	Tarrant	Single-family	$150,000	Development Complete / HB Complete
Hills of Lake Country	Tarrant	Single-family	$150,000	Development Complete / HB Complete
Garden Springs	Tarrant	Single-family	$125,000	Development Complete / HB Complete
Dominion Estates	Tarrant	Single-family	$125,000	Development Complete / HB Complete
Deer Creek North	Tarrant	Single-family	$125,000	Development Complete / HB Complete
Creekside of Crowley	Tarrant	Single-family	$150,000	Sold Land / Ashton Building / Also Banking
Bonds Ranch	Tarrant	Single-family	$150,000	Purchased all Finished Lots / All Lots sold in Q4 2017
Crown Valley	Parker	Single-family	$150,000	Development Complete / Sold Phase / Pod Sale
Windmill Farms	Kaufman	Single-family	$150,000	HB Complete
Knox Ranch	Hood	Mixed-use	$450,000	HB Complete
Windsor Hills	Ellis	Single-family	$250,000	Undeveloped; in the Zoning Process
Saddlebrook	Ellis	Mixed-use	$175,000	Next Phase Going Through Engineering
The Villas of Indian Creek	Denton	Single-family	$150,000	Development Complete / HB Complete
*Valencia on the Lake	Denton	Single-family	$175,000	Next Phase Going Through Engineering
Shale Creek	Wise	Single-family	$100,000	Last Phase Going Through Engineering
Shahan Prairie	Denton	Single-family	$150,000	Sold Land
Frisco Ranch	Denton	Single-family	$150,000	Development Complete / HB Complete
Brookfield	Denton	Single-family	$180,000	Sold Land
Sweetwater Crossing	Collin	Single-family	$150,000	Development Complete / HB Complete
Prestwyck	Collin	Mixed-use	$190,000	Development Complete / HB Complete
Oak Hollow	Collin	Single-family	$100,000	Development Complete / HB Complete
Northpointe Crossing	Collin	Single-family	$100,000	Development Complete / HB Complete
McKinney Greens	Collin	Single-family	$150,000	Development Complete / HB Complete
The Dominion	Dallas	Single-family	$250,000	Development Complete / HB Ongoing
Residences at the Stoneleigh	Dallas	Condo	$750,000	Unit Sales Ongoing
Mountain Creek	Dallas	Multifamily	$225,000	Development Complete / HB Complete
Chateaus of Coppell	Dallas	Single-family	$350,000	Development Ongoing - HB Building
The Bridges at Preston Crossings	Parker	Single-family	$250,000	Development Complete / HB Complete
*Winn Ridge	Denton	Single-family	$250,000	Development Complete / HB Complete
*Sutton Fields	Denton	Single-family	$350,000	Development Complete / HB Complete
*Hillstone Pointe	Denton	Single-family	$250,000	Phase 1: Delivered 12/2017, Remainder Raw Land Sold to Horton & Lennar
*Northlake Estates	Denton	Single-family	$300,000	Development Ongoing - HB Building
*Creeks of Legacy	Denton/Collin	Single-family	$350,000	Development Ongoing - HB Building
University Place	Dallas	Single-family	$450,000	Development Ongoing - HB Building
*Lakewood Hills	Denton	Single-family	$450,000	Development Ongoing - HB Building
Steeplechase	Denton	Single-family	$500,000	Development Ongoing - HB Building
*Mercer Crossing	Dallas	Mixed-use	$350,000	Development Ongoing - HB Building
*Ownsby Farms	Collin	Single-family	$300,000	Development Ongoing - HB Building

*Anna Hurricane Creek	Collin	Single-family	$300,000	PID Bonds issued; Phase 1: Started 9/2018, Currently Being Developed
*Chalk Hill	Collin	Single-family	$300,000	Phase 1: Started 9/2018, Currently Being Developed
Windsor Hills	Dallas	Single-family	TBD	Pre-development process.
Walden Pond	Kaufman	Single/Multifamily	TBD	Pre-development process.
Mobberly	Denton	Single-family	TBD	Pre-development process.
*Whitewing Trails	Collin	Single-family/Multifamily	$281,000	PID Bonds issued; Development ongoing.
Denton - Kings Ridge	Denton	Single/Multifamily	$250,000	Zoning approved.
*Hickory Farms	Dallas	Single-family	TBD	PID bonds issued.
Dove Creek	Collin	Single-family	$275,000	Under Development
Preston Hills	Collin	Single-family	$400,000	Under Development
Founders Park	Tarrant	Single/Multifamily	300,000	Development Complete -HB Building
Barcelona	Collin	Single-family	$350,000	Phase 3; Under Development
Bloomridge	Collin	Single-family	$300,000	Phase 2; Under Development
Erwin Farms	Collin	Single-family	$350,000	Phase 3; Under Development
Enchanted Creek	Collin	Single-family	$300,000	Engineering Phase 2
Alpha Ranch	Wise/Denton	Single-family	$225,000	Pre-development process.
Bear Creek	Dallas	Single-family	$250,000	Phase 3; Under Development
Wade Settlement	Collin	Single-family	$350,000	Phase 2; Development
Falls of Prosper	Collin	Single-family	$400,000	Phase 2; Development
*Iron Horse	Dallas	Mixed-use	$250,000	PID bonds issued; Development Ongoing
*Polo Ridge	Kaufman	Single-family	$350,000	PID bonds issued; Development Ongoing
*City Point	Tarrant	Mixed-use	$290,000	PID bonds issued; Development Ongoing
*Edgewood Creek	Denton	Single-family	$300,000	PID bonds issued; Development Ongoing
*Cartwright Ranch	Kaufman	Single-family	$220,000	PID bonds issued
*Spiritas Ranch	Denton	Single-family	$250,000	PID bonds issued; Development Ongoing
*Thunder Rock	Burnet	Mixed-use	$250,000	PID Bonds issued
*Anna Hurricane North	Collin	Single-family	$300,000	PID Bonds issued
* Collin Creek Redevelopment	Collin	Mixed-use	$600,000	PID Bonds issued

* — developments utilizing public improvement districts

Executive Biography

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

Before forming JBM Development in 1986, Mr. Moayedi 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.

General Development Financing by Centurion

Centurion and its various affiliated special purpose entities, including the Master Developer, 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.

Centurion has also recently completed a financing (the "Financing") under which acquisition loans relating to certain projects (the "Financing Projects") owned by various Centurion affiliates were refinanced with the proceeds of securities issued by an unaffiliated newly-formed limited liability company created for the purpose of (i) acquiring the property relating to such Financing Projects, (ii) providing funds for limited infrastructure development by the Centurion affiliates related to such Financing Projects and (iii) issuing the bonds secured by inter alia, the property relating to such Financing Projects and certain proceeds derived from lot contracts relating to such Financing Projects. The Financing was completed for the purpose of refinancing loans related to the Financing Projects at a lower rate and achieving debt service savings, terminating certain covenants and freeing up certain collateral related to the refinanced loans, and providing additional funds for development of a portion of the Financing Projects, which funds are expected to be provided at a lower interest rate than development loans typically available relating to the Financing Projects from traditional lenders. Property relating to the Financing Projects is cross-collateralized under the Financing.

The five Financing Projects are comprised of certain projects located in the Dallas-Fort Worth area, one of which is located in a special district and one of which is located in two public improvement districts. The Development and the Master Developer, MM Celina 294 and MM Celina 40 were not involved in such Financing.

ACQUISITION OF PROPERTY IN THE DEVELOPMENT AND DEVELOPMENT FINANCING PLAN

Financing Summaries

Set forth below is a financing summary related to acquisition of land in the District by the Master Developer, MM Celina 294 and MM Celina 40. See "—Master Developer Property Acquisition and Financing" and "—MM Celina 294 and MM Celina 40 – Property Acquisition and Financing" for further information.

LAND ACQUISITION FUNDING SUMMARY

Sources of Funds – Land Acquisition

Pod Developers Concurrent Sale Proceeds (Non-Developer Related Entities) [1]	$ 98,987,035
Trez Capital – MM 3200 Purchase Loan Proceeds [2]	$ 17,489,200
Trez Capital – MM 294 Loan Proceeds [3]	$ 17,770,086
Earnest Money Proceeds – D.R. Horton [4]	$ 4,500,000
Earnest Money Proceeds – M/I Homes [4]	$ 4,500 000
Total Land Acquisition Proceeds Available	**$ 143,246,321**

Uses of Funds – Land Acquisition

Total Cash Purchase Price of District Lands (3,150 Acres)	**$ 124,507,035**

Developer Available Funds from Purchase and Sale of District Land	**$ 18,739,286**

(1) Includes proceeds from all Pod Developers but excludes acquisition and internal transfers related to MM Celina 294, LLC and MM Celina 40, LLC. A portion of these proceeds related to the GG TC, LP Purchase was made pursuant to a 1031 land exchange. The total purchase price of such land was $23,000,000, $1,250,000 of which was delivered in cash. The value shown reflects only the $1,250,000 of cash value. See "ACQUISITION OF PROPERTY IN THE DEVELOPMENT AND DEVELOPMENT FINANCING PLAN – Master Developer Property Acquisition and Financing."

(2) Reflects total available loan amount. The current outstanding balance as of September 3, 2021, is $3,137,071.71.

(3) Reflects the total portion of the loan used to fund land acquisition and pay loan origination fees to Trez Capital. The MM 294 Loan has an original funding value of $35,068,641.

(4) Earnest money from D.R. Horton and M/I Homes provided per the Lot Purchase & Sale Agreements between the Developer and two builders. See "THE DEVELOPMENT – MM Celina 294 and MM Celina 40 – Lot Purchase and Sale Agreements."

Set forth below is a financing summary related to construction of the Major Improvements in the District by the Master Developer. See "SOURCES AND USES" and "—Master Developer Property Acquisition and Financing" for further information.

MAJOR IMPROVEMENTS FUNDING SUMMARY

Sources of Funds – Major Improvements

Net Bond Proceeds	**$ 61,623,686**

Uses of Funds – Major Improvements Project [1]

Road Improvements	$ 26,606,558
Water Improvements	$ 9,417,212
Sanitary Sewer Improvements	$ 12,854,641
Storm Drainage Improvements	$ 4,695,275
Right of Way Acquisition	$ 5,000,000
Soft and Miscellaneous Costs	$ 3,050,000
Total Uses of Funds	**$ 61,623,686**

Funding Deficit on Fund Major Improvement Projects	**$ -**

(1) Per the Service and Assessment Plan. See APPENDIX C.

Master Developer Property Acquisition and Financing

Property Acquisition, Concurrent Sales and Subsequent Sale. On August 2, 2021, the Master Developer purchased a 3,150 acre parcel of land, all of which is located in the District, for approximately $125 million. The majority of the purchase price was funded through the concurrent sale of property to MM Celina 294 and the remaining Pod Developers and certain other parties (the "Concurrent Sales"), each as described below. In addition, on September 2, 2021, the Master Developer sold approximately 62.214 acres in the District to GG LPS 1, LP, an affiliate of Ashton Woods.

The following table summarizes the Concurrent Sales and the Subsequent Sale.

Purchaser	Purchase Price	Acres	Pod/Parcel
Squeaky Dynavest South, LP	$8,242,353.50	67.578	Parcel 1 Pod 1
DNT 27 Partners, Ltd.	$3,313,260.72	27.165	Parcel 2 Pod 2
Celina D & T, LLC	$4,846,027.35	41.511	Parcel 3 Pod 3
DNT 455 Crossing, LLC	$4,669,632	40.00	Parcel 4 Pod 4
Highland Trails Celina LP	$14,348,664	123.763	Parcel 5 Pod 5
TR 13 Acres Preston Road, LLC	$3,449,148.32	27.783	Parcel 6 Pod 6
Cow Mountain Investors, L.P.	$1,478,862	14.00	Parcel 7 Pod 7; Parcel 8 Pod 8
First Texas Homes, Inc.	$12,005,000	132.077	Parcel 9 Pod 1
Beazer Homes Texas, L.P.	$11,270,000	111.194	Parcel 9 Pod 2
Cow Mountain Investors, L.P.	$408,906.70	11.105	Parcel 9 Pod 2 (excluded from District)
Cow Mountain Investors, L.P.	$1,374,280	13.575	Subdistrict B (excluded from District)
Mattamy Texas LLC	$14,283,400	128.578	Parcel 9 Pod 3
Lennar Homes of Texas Land and Construction, Ltd.	$11,931,500	120.789	Parcel 9 Pod 4
GG TC, LP (Ashton Woods affiliate)	$1,250,000[1]	253.446	Parcel 10 Pod 6 & 7
GG LPS 1, LP (Ashton Woods affiliate)	$6,116,000	62.214	Parcel 11 Pod 5
MM Celina 294, LLC[2]	$25,520,000	292.217	Parcel 13 Pod 8 and Pod 9
MM Celina 40, LLC[2]	$0 (internal transfer)	38.634	Parcel 14 Pod 10
Total Cash Purchase Price	**$124,507,034.59**	**1,505.629**	

(1) The GG TC, LP Purchase was made pursuant to a 1031 land exchange. The total purchase price of such land pursuant to the GG TC, LP contract was $23,000,000, $1,250,000 of which was delivered in cash.
(2) Master Developer Affiliate.

Master Developer Acquisition Loan. The remainder of the purchase price not financed with the Concurrent Sales was financed with a loan provided by Trez Capital (2015) Corporation ("Trez") in the amount of $17,489,200 (the "MM 3200 Purchase Loan"). The MM 3200 Purchase Loan bears interest at a rate of the greater of (i) ten percent (10%) and (ii) the New York Prime Rate, which is the annual lending rate of interest announced from time to time by the JP Morgan Chase & Co., New York, New York, as its prime rate, plus 6.5%, but in no event at a rate that is greater than the maximum non-usurious rate permitted by federal or Texas law. Payments under the Purchase Loan are interest only payments due monthly, with the full principal of the MM 3200 Purchase Loan payable at maturity. The outstanding balance of the MM 3200 Purchase Loan as of September 3, 2021 is $3,137,071.71. The MM 3200 Purchase Loan matures on July 30, 2022.

MM Turtle Creek, LLC, an affiliate of the Master Developer, and MM Celina 294, are co-borrowers on the MM 3200 Purchase Loan for the purpose of pledging certain land owned by MM Turtle Creek, LLC and MM Celina 294, respectively, as collateral. In connection with the MM 3200 Purchase Loan, the Major Improvement Loan (as defined herein) and the MM 294 Development Loan (as defined herein) (such loans collectively referred to herein as the "MM Entity Loans"), the Master Developer executed a first lien deed of trust in favor of Trez (the "MM 3200 DOT"), which secures payment of the MM Entity Loans on a cross-collateralized basis, and pledges all of the Master Developer's land in the Development. In connection with the MM Entity Loans, MM Turtle Creek, LLC executed a first lien deed of trust (the "MM Turtle Creek DOT") which secures payment of the MM Entity Loans on a cross-collateralized basis, and pledges certain land owned by MM Turtle Creek, LLC which is not located in the Development. In connection with the MM Entity Loans, MM Celina 294 executed a third lien deed of trust in favor of Trez (the "MM Celina 294 3rd Lien DOT"), which secures payment of the MM Entity Loans on a cross-collateralized basis, and pledges all of the MM Celina 294's land in the Development.

Accordingly, the MM 3200 Purchase Loan is secured by first lien on MM Celina 3200's property in the District, a first lien on MM Turtle Creek, LLC's unconnected property pledged through the MM Turtle Creek DOT, and a third lien on the MM Celina 294 Property pursuant to the MM Celina 294 3rd Lien DOT, as well as certain assignments of contracts and proceeds of reimbursement rights. The MM 3200 Purchase Loan is personally guaranteed by Mehrdad Moayedi.

Major Improvements Loan. The Bonds are expected to fund the Major Improvements. However, in order to assure the third party homebuilders that the Master Developer has access to funding sufficient to complete the major infrastructure projects serving the portion of the District benefitting the Pod Developers in the event that the sale of the bonds does not occur, the Master Developer secured a loan from Trez in the amount of $60,600,000 (the "Major Improvements Loan"). The Major Improvements Loan bears interest at a rate of ten percent (10%). Interest on the Major Improvements Loan is payable monthly. The Major Improvements Loan matures on January 30, 2022. The current outstanding balance of the Major Improvements Loan is $1,000, which amount was advanced to provide for the perfection of the liens related to the Major Improvements Loan.

The Major Improvements Loan is secured by a first lien on MM Celina 3200's property in the District, a first lien on MM Turtle Creek's unconnected property pledged through the MM Turtle Creek DOT, and a third lien on the MM Celina 294 Property pursuant to the MM Celina 294 3rd Lien DOT, as well as certain assignments of contracts and proceeds of reimbursement rights. The Major Improvements Loan is personally guaranteed by Mehrdad Moayedi.

The Master Developer obtained the Major Improvements Loan as part of the due diligence process relating to the sale of portions of land within the District to the Builder Pod Developers. It is expected that the Major Improvements Loan will be terminated upon the issuance of the Bonds and that the Major Improvements will be funded with the proceeds of the Bonds.

The PID Act provides that the lien for the Assessments is a first and prior lien against an Assessed Property within the District and is superior to all other liens and claims except liens or claims for State, county, school district, or municipality ad valorem taxes. Additionally, at or prior to delivery of the Bonds, Trez shall consent to and acknowledge the creation of the District, the levy of the Assessments and the subordination of the liens securing the MM 3200 Purchase Loan and the Major Improvements Loan to the assessment liens on property within the District securing payment of the Assessments. As a result, the lien on the property within the District securing the Assessments will have priority over the lien on the property within the District securing the MM 3200 Purchase Loan and the Major Improvements Loan.

The Capital Recovery Fee Agreement and the Capital Recovery Fees

The Development Agreement provides for the payment of certain Capital Recovery Fees as outlined under "THE DEVELOPMENT AGREEMENT – *Capital Recovery Fees*." The City and the District and the Master Developer have entered into an Amended and Restated Capital Recovery Fees Economic Development Agreement (the "Capital Recovery Fee Agreement") under which the City has agreed to collect such Capital Recovery Fees at the time building permits are issued for

each single-family residential lot and deposit all Capital Recovery Fees collected upon the issuance of a building permit for the first 2,011 single-family residential lots in the Development into a segregated interest-bearing account up to an amount not to exceed twenty million dollars ($20,000,000). All Capital Recovery Fees will be provided to the District as a grant, and such Capital Recovery Fees are expected to be pledged to the payment of the Proposed Capital Recovery Fee Bonds, if such bonds are issued. The Capital Recovery Fee Agreement provides that the proceeds of the Proposed Capital Recovery Fee Bonds may be used for the construction, acquisition or reimbursement of or for the Public Improvements or any authorized purpose of the District.

The District currently intends to issue the Proposed Capital Recovery Fee Bonds to finance the Commercial/MF Major Improvements, which Proposed Capital Recovery Fee Bonds, if issued, would be secured by payments to the District pursuant to the Capital Recovery Fee Agreement. **The Capital Recovery Fees are not pledged to and do not secure the payment of the Bonds**. The District has submitted documents related to the Proposed Capital Recovery Fee Bonds to the Office of the Attorney General of the State of Texas as required by Texas law. The Office of the Attorney General is currently evaluating the Proposed Capital Recovery Fee Bonds. In the event that the Office of the Attorney General does not approve the issuance of the Proposed Capital Recovery Fee Bonds, it is expected that the District will assign or relinquish its interest in the Capital Recovery Fees to the Master Developer to allow for monetization of the Capital Recovery Fees through an alternate method. Delivery and issuance of the Bonds is not contingent upon the issuance of the Proposed Capital Recovery Fee Bonds or other monetization of the Capital Recovery Fees.

MM Celina 294 and MM Celina 40 – Property Acquisition and Financing

MM Celina 294 Acquisition and Development Funding. On August 2, 2021, subsequent to the Master Developer's acquisition of the land within the District, MM Celina 294 purchased the MM Celina 294 Property (approximately 292.2 acres within the Development) from the Master Developer at a price of $25,520,000. MM Celina 294 is an affiliate of the Master Developer owned and controlled by Mehrdad Moayedi.

A $9,000,000 portion of the purchase price for the MM Celina 294 Property was paid with earnest money delivered to MM Celina 294 from M/I Homes and D.R. Horton. See "THE DEVELOPMENT – MM Celina 294 and MM Celina 40 – Lot Purchase and Sale Agreements." To finance the remaining portion of the purchase price of the MM Celina 294 Property and construction of improvements which will benefit the MM Celina 294 Property, MM Celina 294 secured a loan in an amount up to $35,068,641 from Trez (the "MM 294 Loan"). Interest payments on the MM 294 Loan are due on a monthly basis, and principal reduction payments are due on a quarterly basis starting in March 2023. The March 2023 and June 2023 payments are $2,650,000. All subsequent quarterly principal reduction payments are $2,700,000. The full principal of the MM 294 Loan is payable at maturity. The MM 294 Loan matures on July 30, 2024. The current outstanding balance of the MM 294 Loan is $17,770,086.

The MM 294 Loan is secured by (i) a first lien on the MM Celina 294 Property pursuant to a separate deed of trust executed with respect to the MM 294 Loan, which is not cross collateralized (ii) a third lien on the MM Celina 294 Property pursuant to the MM Celina 294 3rd Lien DOT, which is cross-collateralized as described under "ACQUISITION OF PROPERTY IN THE DEVELOPMENT AND DEVELOPMENT FINANCING PLAN - *Master Developer Acquisition Loan*" above and (iii) collateral assignments of rights to certain contracts and sales proceeds. The MM 294 Loan is personally guaranteed by Mehrdad Moayedi.

The PID Act provides that the lien for the Assessments is a first and prior lien against an Assessed Property within the District and is superior to all other liens and claims except liens or claims for State, county, school district, or municipality ad valorem taxes. Additionally, at or prior to delivery of the Bonds, Trez shall consent to and acknowledge the creation of the District, the levy of the Assessments and the City PID Assessments and the subordination of the liens securing the MM 294 Loan to the assessment lien on property within the District securing payment of the Assessments, and the lien securing payment of the City PID Assessments. As a result, the lien on the property within the District securing the Assessments and the City PID Assessments will have priority over the lien on the property within the District securing the MM 294 Loan.

MM Celina 40 Acquisition and Development Funding. On August 2, 2021, the Master Developer conveyed approximately 38.6 acres in the District to MM Celina 40. MM Celina 40 is an affiliate of the Master Developer owned and controlled by Mehrdad Moayedi. Such conveyance was an internal transfer, done at no cost to MM Celina 40. There is currently no outstanding debt of MM Celina 40, nor any outstanding debt secured by a pledge of the MM Celina 40 Property.

MM Celina 40 expects to fund the portion of the City PID Improvements benefitting the MM Celina 40 Property using a portion of the proceeds of the District Contract Revenue Bonds Property, earnest money deposited by Dream Finder and a

loan from a third party lender. MM Celina 40 expects to obtain a third-party development loan after closing of the District Contract Revenue Bonds.

City PID and District Contract Revenue Bonds for MM Celina 294 Property and MM Celina 40 Property. To assist with funding the costs of construction of the City PID Improvements benefitting the MM Celina 294 Property and the MM Celina 40 Property, the City has formed the City PID, and the City and the District expect to enter into the City Reimbursement Agreements relating to utilization of assessments levied in the City PID and the payment of costs of the City PID Improvements. Pursuant to the City Reimbursement Agreements, the City has levied the City PID on a portion of the land within the City PID (consisting of approximately 154 acres located in the City PID) on October 12, 2021 to assist with funding Local Improvements the first phase of development within the City PID. Concurrently with the issuance of the Bonds, the District expects to issue the District Contract Revenue Bonds to provide upfront financing to fund the City PID Improvements. The District Contract Revenue Bonds shall be secured by payments under an interlocal agreement by and between the City and the District, which payments shall primarily consist of the City PID Assessments. See "BONDHOLDERS' RISKS - Overlapping City PID Assessment and District Assessment on MM Celina 294 and MM Celina 40 Property; Future City PID Assessments." **The City PID Assessments are not pledged to and do not secure the payment of the Bonds**.

The District expects to issue one or more series of Future PID Contract Revenue Bonds to finance the cost of Local Improvements benefitting each distinct portion of the MM Celina 294 Property and MM Celina 40 Property developed as an individual phase after the first phase (each a "Future PID Phase" and collectively, the "Future PID Phases"). Such Future PID Contract Revenue Bonds will be secured by a pledge of revenues to be received by the District under an interlocal agreement, which are expected to consist of separate assessments levied by the City pursuant to the PID Act on assessable property within the applicable Future PID Phase in the City PID. See "BONDHOLDERS' RISKS - Overlapping City PID Assessment and District Assessment on MM Celina 294 and MM Celina 40 Property; Future City PID Assessments"

Builder Pod Developers – Property Acquisition and Development Financing

The Builder Pod Developers acquired their respective property in the District with cash. It is expected that the Builder Pod Developers will finance development of their respective portions of land within the district utilizing cash or loans as necessary. The Builder Pod Developers are national and regional homebuilders.

The Builder Pod Developers have estimated the following costs to develop the Local Improvements on their respective land in the District:

Builder	Expected Internal Infrastructure	Expected Cost
Ashton Woods (GG TC, LP – Parcel 10)	Civil construction drawings, fees, site excavation, soil conditioning, water, sewer, and storm drain improvements, retaining walls, paving and trail improvements and franchise electric and gas	$44,210,000
Ashton Woods (GG LPS 1, LP - Parcel 11)	Civil construction drawings, fees, site excavation, soil conditioning, water, sewer, and storm drain improvements, retaining walls, paving and trail improvements and franchise electric and gas	$11,950,000
Beazer	excavation, sanitary sewer, storm sewer, water distribution system, street paving, retaining walls hardscape/landscape, franchise	$16,988,742
First Texas	water, sewer, drainage, landscaping and roads	$21,069,999
Lennar	grading, utilities, paving, trail system, landscaping, entrances, landscaping	$13,879,000
Mattamy	water, sanitary sewer, storm, and paving	$23,587,000

The Builder Pod Developers have entered into the Facilities Reimbursement Agreements as described under "-Facilities Reimbursement Agreements and Future District Ad Valorem Tax Bonds" below pursuant to which the District may provide reimbursement for the cost of Local Improvements installed on the Builder Pod Developers' land in the District. The Builder Pod Developers have assigned their rights to such reimbursement to the Master Developer.

Facilities Reimbursement Agreements and Future District Ad Valorem Tax Bonds

Under the Creation Legislation, the District may levy assessments, such as the Assessments, solely for the purpose of financing major improvements which benefit the entire District. The District may levy an ad valorem tax for the cost of Local Improvements that benefit specific areas of the District (the "Direct Improvements"). The District and each owner of property in the District has entered into a Facilities Construction and Reimbursement Agreement (each, a "Facilities Reimbursement Agreement") pursuant to which such owners have agreed to construct Direct Improvements and the District has agreed to reimburse each such owner for the Direct Improvements constructed by such owner through the issuance of bonds by the District or other legally available funds of the District. It is expected that, at a future date, the District may issue bonds to provide reimbursements for Direct Improvements. The District has called an election as described under "THE DISTRICT - District Confirmation, Bond, and Powers Election to be Held November 2, 2021" at which, if various propositions are approved, the District will be empowered to issue bonds supported by ad valorem taxes to be collected within the District.

Pursuant to the provisions of the Facilities Reimbursement Agreements, the District's obligation to issue bonds to provide reimbursement for Direct Improvements is conditioned on certain terms, including the requirement that if such reimbursement bonds are secured by ad valorem taxes, the assessed value of all taxable property within the Property, as shown by the latest appraisal roll issued for the District by the Collin Central Appraisal District, together with the projected increase in the assessed value as a result of development of the Property, is such that the projected debt service on the Bonds and any other District assessment bonds, outstanding bonds of the District, and the bonds then being issued, can be paid with a tax rate equal to or less than $0.71 per $100 valuation.

THE ADMINISTRATOR

The following information has been provided by the Administrator. Certain of the following information is beyond the direct knowledge of the District, the District's Financial Advisor and the Underwriter, and none of the District, the District's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Administrator has reviewed this Limited Offering Memorandum and warrants and represents that the information herein under the caption "THE ADMINISTRATOR" 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 District has entered into an agreement with MuniCap, Inc. (the "Administrator") as the Administrator for the District to provide specialized services related to the administration of the District needed to support the administration of the District. The Administrator is a public finance consulting firm with a specialized consulting practice providing services related to the formation and administration of special tax and special assessment districts. The Administrator currently acts as the administrator for over 200 special assessment and taxing districts in 30 states, including over 40 public improvement districts in Texas.

The Administrator will primarily be responsible for preparing the annual update to the Service and Assessment Plan. The MuniCap Agreement includes seven general types of services provided by the Administrator: (i) administrative support services related to the Assessments, (ii) delinquency management, (iii) prepayment of Assessments, (iv) arbitrage rebate services, (v) continuing disclosure services, (vi) accounting and audit coordination, and (vii) IRS compliance monitoring.

APPRAISAL OF PROPERTY WITHIN THE DISTRICT

The Appraisal

General. Integra Realty Resources – DFW (the "Appraiser"), prepared an appraisal report for the District dated September 28, 2021, based upon a physical inspection of the District conducted on September 16, 2021 (the "Appraisal"). The Appraisal was prepared at the request of the District. The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to the District. The Appraisal is attached hereto as APPENDIX F and should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth therein. See "APPENDIX F — Appraisal of Property within the District."

Value Estimates. The Appraisal provides the fee simple estate values for the District. The Appraisal does not reflect the value of the District as if sold to a single purchaser in a single transaction. See "APPENDIX F — Appraisal of Property within the District." The proceeds of the Bonds will be used to fund the Major Improvements.

The value estimate for the assessable property within the District using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal, as of July 1, 2023 is $170,390,000.

Extraordinary Assumptions and Hypothetical Conditions. The Appraisal is based upon a number of hypothetical conditions (factors that are known to be false but are presumed to be true for purposes of the appraisal), extraordinary assumptions (defined as assumptions, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions), ordinary assumptions, and certain limiting conditions. Such conditions and assumptions are described in the Appraisal. See "APPENDIX F — Appraisal of Property within the District." If the information supplied to the Appraiser is significantly different than the Appraiser's assumption, the Appraiser's results might be affected.

Value to Assessment Lien Ratios

The value to lien ratio estimates for the property located in the District, based on (i) the appraised value of such property using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal, and (ii) the lien for the Assessments as provided in the Service and Assessment Plan are as follows:

Owner	Parcel/Pod	Estimated Appraised Value	Estimated Applicable Assessment	Percent of Total Assessment	Value to Lien Ratio
First Texas Homes	Parcel 9, Pod 1	$12,010,000	$5,721,649	7.05%	2.10
Beazer Homes Texas, L.P	Parcel 9, Pod 2	$10,730,000	$5,111,848	6.30%	2.10
Mattamy Texas LLC	Parcel 9, Pod 3	$14,280,000	$6,803,093	8.38%	2.10
Lennar Homes	Parcel 9, Pod 4	$11,270,000	$5,369,108	6.61%	2.10
GG TC, LP (Ashton Woods)	Parcel 10, Pod 6	$13,160,000	$6,269,517	7.72%	2.10
	Parcel 10, Pod 7	$12,450,000	$5,931,268	7.31%	2.10
GG LPS 1, LP (Ashton Woods)	Parcel 11, Pod 5	$6,810,000	$3,244,332	4.00%	2.10
Subtotal—Entities Unaffiliated with Master Developer		$80,710,000	$38,450,814	47.37%	
MM Celina 3200, LLC	Parcel 12, Pod 1	$16,780,000	$7,994,111	9.85%	2.10
	Parcel 12, Pod 2	$18,690,000	$8,904,048	10.97%	2.10
	Parcel 12, Pod 3	$19,720,000	$9,394,747	11.57%	2.10
MM Celina 294, LLC	Parcel 13, Pod 1	$10,310,000	$4,911,757	6.05%	2.10
	Parcel 13, Pod 2	$9,780,000	$4,659,261	5.74%	2.10
	Parcel 13, Pod 3	$9,700,000	$4,621,149	5.69%	2.10
MM Celina 40, LLC	Parcel 14, Pod 10	$4,700,000	$2,239,113	2.76%	2.10
Subtotal—Master Developer And Affiliates		$89,680,000	$42,724,186	52.63%	
TOTAL		**$170,390,000**	**$81,175,000**	**100.00%**	

THE MARKET STUDY

Zonda ("Zonda") prepared a development review and market study of the Development (referred to under this heading as the "Subject Property" or the "Development") dated July 2021 (the "Market Study"). The description herein of the Markey Study is intended to be a brief summary only of the Markey Study as it relates to the Development. **The Markey Study is included in Appendix H and should be read in its entirety. The conclusions reached in the Markey Study are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth therein.** See APPENDIX H.

The Market Study includes a description of current and future market conditions, retail market trends, office market trends, and absorption and potential future competition in order to analyze relevant real estate market conditions and economic demographic trends in the appropriate market area relative to the Development to assess demand for the planned product mix

to be developed in the Development. See APPENDIX H. The Market Study assessed such current and future market conditions and established recommendations regarding phasing, product mix, pricing and the like for the Development. Such recommendations may differ from the current plans for the Development, and no assurance can be given that the Development will be developed in the manner recommended by the Market Study.

Subject to various assumptions and limiting conditions stated in the Market Study, Zonda determined, among other things:

1. **Zonda's research and analysis indicates a strong opportunity exists for the development of the Development.** This is based on several factors, including:
    - Strong demand for new homes in the CMA with nearly 4,000 annual starts (up 31% YOY) and 3,200 annual closings (up 29% YOY).
    - Established strong demand at large-scale MPCs in the CMA (Sutton Fields and Light Farms).
    - Unique ability to introduce 40' wide lot product that can mitigate the impact of rising home prices in the CMA and DFW.
    - Recommended price points that target the core of the new home market in the CMA ($300,000 to $500,000 – 53% of starts).
    - Ability to fill the expected demand void as communities in the CMA build-out (Sutton Field, Light Farms, etc.).
    - Vacant developed lot supply levels in the CMA (13.5 months) are significantly constrained (equilibrium is 20 to 24 months).
2. **The Development will also face some challenges.** They include:
    - Local services near the Subject Property remain limited. While this will evolve over time, residents in the area currently must drive 13 miles to larger format shopping options. Mitigating factor is a Brookshire's grocery store is less than five miles away.
    - While current supply levels in the CMA are constrained, an additional 44,400 future platted lots exist in the CMA (Celina and Prosper ISDs). While these lots are not under active development, supply conditions will need to be monitored.
    - Internal competition for sales will be strong at the Subject Property with between four and seven builders concurrently selling homes on each lot size. Adequate product and price segmentation will be needed to minimize internal cannibalization of sales.
3. **Based on the proposed lot sizes, Zonda's concluded base prices for the Development range from $310,990 to $485,490 (July 2021 dollars).** In addition to base prices, Zonda estimated that buyers will spend 3.0% of base prices on options and upgrades and 1.0% of base prices on lot premiums to arrive at an average sale price of $398,629 ($164/SF). This creates an attractive market position when compared to large-scale communities such as Sutton Fields ($307,999 to $515,950), Light Farms ($390,000 to $717,000), Green Meadows ($380,900 to $649,990), and Cambridge Crossing ($490,990 to $654,990).
4. **Based upon the proposed lot sizes and Zonda's recommended price points, Zonda estimates that the Subject Property could achieve a peak annual absorption pace of 654 homes sold per year.** Zonda's hypothetical build-out of the community occurs over the course of roughly 12 to 13 years with a strong mix of product offered throughout much of the lifecycle of the community. At 654 sales per year, the Subject Property would rank as the most active new home community in the Metroplex. As a comparison, the five most active new home communities in the Metroplex started between 507 and 605 homes between 3Q20 and 2Q21. While aggressive, Zonda believes the combination of attractive pricing, high-volume builder partners, established demand in the CMA, and market-wide supply constraints will allow the Subject Property to achieve these absorption levels.
5. Historical conditions and market forecast indicate demand for multifamily units. This is based on several factors, including:
    - Positive unit absorption resulting in high occupancies and positive rent growth;
    - Minimal current apartment stock in the CMA portion of the Frisco submarket;
    - Demand has typically been strongest for one-bedroom units; and
    - Continued job growth and development commencing along the Dallas North Tollway and in the Celina area.

6. **Based on market conditions, two phases of development for multifamily are recommended.** The following are the recommended phasing:
    - Phase I should be delivered in first quarter of 2024 at the earliest and the second phase two years later (any additional phases should be developed afterwards depending on the performance of the first two phases and future pipeline supply).
    - Building design is recommended as garden-style design with surface parking as well as carports and detached garages.
    - Phase I: 300 units with sizes ranging from 650 to 1,550 square feet and rent from $1,412 to $2,496 per month ($1.86 per square foot on average).
    - Phase II: 300 units with sizes ranging from 625 to 1,575 square feet and rent from $1,395 to $2,520 per month ($1.91 per square foot on average). Phase II has smaller units and three-bedroom townhomes.
    - Estimated average absorption is 30 units per month.
    - Future phases should come online based on the absorption, stabilization, and performance of the first two phases and market demand.

7. **Zonda's office demand model supports absorption of approximately 41,500 square feet of office space at the Development annually, over the next 15 years, resulting in a total of 665,000 square feet of leasable office space.** The demand analysis is based on job growth projections by industry for the Dallas-Ft Worth MSA's office market which are then refined by applying low and high capture rate estimates for the local submarket and ultimately for the Development. Potential annual lease rates for office space at the North Parkway Property are estimated to be approximately $26.00 to $30.00 per square foot per year on a Modified Gross basis.

8. Zonda considered the supportable square footage by retail type and translated that into a realistic buildout for the commercial core of the Development currently and using household growth and income projections through 2036. **The recommended retail program equates to a demand for marginal retail demand currently, but an additional 145,500 square feet by the end of 2026, an additional 259,000 square feet by the end of 2031, and an additional 268,500 square feet by the end of 2036 (total of 673,000 square feet of supportable retail space).** Potential annual lease rates for in-line retail space at the Development are estimated to be approximately $25.00 to $30.00 per square foot per year on a NNN basis.

9. Based upon Zonda's analysis, the Development can likely build-out over the course of 15 years. While demand exists today for both the for-sale and for-rent residential components of the Development, commercial components will need to come online as additional households/rooftops are added both within the Development and in Celina and as infrastructure improvements are completed (i.e. extension of the Dallas North Tollway). Growth or infrastructure delays could negatively impact demand for the commercial components of the Development, pushing out the potential market-entry dates or extending the absorption timelines shown in the Market Study (particularly as it relates to potential demand for office space). While Zonda projects the for rent residential component bringing 300 units to market in 2023 and 2025, this delivery schedule should increase as the local area continues to evolve and grow.

The Market Study provides certain projections regarding absorption of single-family, multi-family, retail and office development in the Development, which projections may differ from the expectations described by the Master Developer and the Pod Developers herein. See APPENDIX H.

The Master Developer and the Underwriter make no representations as to the accuracy, completeness, assumptions or information contained in the Market Study. The assumptions or qualifications with respect to the Market Study are contained therein. There can be no assurance that any such assumptions will be realized, and the Master Developer and the Underwriter make no representation as to the reasonableness of such assumptions.

BONDHOLDERS' RISKS

Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.

THE BONDS ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE DISTRICT OR THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE DISTRICT OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE DISTRICT'S OR THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE DISTRICT SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE DISTRICT OTHER THAN THE PLEDGED REVENUES.

THE CITY HAS NOT UNDERTAKEN TO REVIEW THIS OFFICIAL STATEMENT OR ASSUMED ANY RESPONSIBILITY FOR THE MATTERS CONTAINED HEREIN. ALL FINDINGS AND DETERMINATIONS BY THE CITY ARE AND HAVE BEEN MADE FOR ITS OWN INTERNAL USES AND PURPOSES IN PERFORMING ITS DUTIES AND OBLIGATIONS UNDER THE DISTRICT LEGISLATION AND THE DEVELOPMENT AGREEMENT. NOTWITHSTANDING ITS APPROVAL OF THE BONDS FOR PURPOSES OF THE DISTRICT LEGISLATION AND THE DEVELOPMENT AGREEMENT, THE CITY DOES NOT ENDORSE OR IN ANY MANNER, DIRECTLY OR INDIRECTLY, GUARANTEE OR PROMISE TO PAY THE BONDS FROM ANY TAXES OR OTHER SOURCE OF FUNDS OF THE CITY OR GUARANTEE, WARRANT OR ENDORSE THE CREDITWORTHINESS OR CREDIT STANDING OF THE DISTRICT OR IN ANY MANNER GUARANTEE, WARRANT OR ENDORSE THE INVESTMENT QUALITY OR VALUE OF THE BONDS. THE BONDS ARE PAYABLE SOLELY AS DESCRIBED IN THIS OFFICIAL STATEMENT AND ARE NOT IN ANY MANNER PAYABLE WHOLLY OR PARTIALLY FROM ANY FUNDS OR PROPERTIES OTHERWISE BELONGING TO THE CITY.

The ability of the District to pay debt service on the Bonds as due is subject to various factors that are beyond the District's control. These factors include, among others, (a) the ability or willingness of property owners within the District to pay Assessments levied by the District, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within the District, (c) general and local economic conditions which may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the lots within the District, it being understood that poor economic conditions within the District, State and region may slow the assumed pace of sales of such lots.

The rate of development of the property in the District is directly related to the vitality of the residential housing industry. In the event that the sale of land within the District should proceed more slowly than expected and the Master Developer and the Pod Developers are unable to pay the Assessments, only the value of the lands, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within the District. There is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the District or the District's Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds.

The District has not applied for or received a rating on the Bonds. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so.

Assessment Limitations

Annual Installments of Assessments are billed to property owners in the District. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as for ad valorem taxes of municipalities in Texas as set forth under "ASSESSMENT PROCEDURES" herein. Additionally, Annual Installments established by the Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of Bonds maturing in each year (including 0.50% additional interest for an additional interest reserve), and the Administrative Expenses for such year. See "ASSESSMENT PROCEDURES" herein. The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessment payments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in the District, the District has established a Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Account and delay in payments of debt service on the Bonds. See "BONDHOLDERS' RISKS — Bondholders' Remedies and Bankruptcy" herein.

Upon an ad valorem tax lien foreclosure event of a property within the District, any Assessment that is also delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, §372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code §372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Order. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Order ("Pre-existing Homestead Rights") for as long as such rights are maintained on the property. It is unclear under Texas law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

The Assessments levied for the payment of the Bonds and the City PID Assessments, which City PID Assessments are pledged to the payment of the District Contract Revenue Bonds have a lien of equal dignity on the parcels assessed therefor. In the event of partial payments of the Annual Installments of the Assessments and the City PID Assessments, the Collin County Tax Assessor/Collector advises that such partial payments will be applied to the payment of the Annual Installments of the Assessments and the City PID Assessments on a pro rata basis unless otherwise directed by the payer of such Annual Installments of the Assessments and the City PID Assessments.

Under Texas law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future. As of the date of adoption of the Assessment Order, no such homestead rights had been claimed. Furthermore, the Master Developer and the Pod Developers are not eligible to claim homestead rights and as of the date of the Assessment Order, no party owning property in the District could claim homestead rights. Consequently, there are and can be no homestead rights on the Assessed Property superior to the Assessment Lien and, therefore, the Assessment Liens may be foreclosed upon by the District.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Reserve Fund, delay in foreclosure proceedings, or the inability of the District to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the District to make full or punctual payments of debt service on the Bonds.

THE ASSESSMENTS CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT OR MUNICIPALITY AD VALOREM TAXES AND IS A PERSONAL OBLIGATION OF AND CHARGE AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN THE DISTRICT.

Competition; Real Estate Market

The successful development of the land within the District, the success of the Development, and the sale of residential units therein, once such homes are built, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Master Developer and the Pod Developers. Moreover, the Master Developer and the Pod Developers have the right to modify or change their plans for development of the land within the District from time to time, including, without limitation, land use changes, changes in overall land and phasing plans, and changes to the type, mix, size and number of units to be developed. No prediction can be made about the state of the real estate market in the future or the availability of financing for potential home buyers.

Contracts that the Master Developer may have with individual homebuilders are subject to a myriad of contractual conditions and contingencies, all or some of which if not complied with, could precipitate a termination or winding up of such contractual arrangement for the sale of lots, causing the Master Developer to possibly need to execute a different strategy for the development and sale of lots and residential units within the District. As described herein, the Assessments are an imposition against the land only. None of the Master Developer, the Pod Developers, or any other subsequent landowner is a guarantor of the Assessments and the recourse for the failure of the Master Developer, the Pod Developers or any other landowner to pay the Assessments is limited to the collection proceedings against the land as described herein.

The 87th Legislature passed HB 1543, which took effect September 1, 2021 and requires a person who proposes to sell or otherwise convey real property within a public improvement district to provide to the purchaser of the property, before the execution of a binding contract of purchase and sale, written notice of the obligation to pay public improvement district assessments, in accordance with Section 5.014, Texas Property Code, as amended. In the event a contract of purchase and sale is entered into without the seller providing the notice, the purchaser is entitled to terminate the contract. If the Master Developer or homebuilders within the District do not provide the required notice and prospective purchasers of property within the District terminate a purchase and sale contract, the anticipated absorption schedule may be affected. No assurance can be given that the projected absorption schedule presented in this Limited Offering Memorandum will be realized.

Risks Related to Current Increase in Costs of Building Materials

As a result of the Pandemic, low supply, high demand, and the ongoing trade war, there have been substantial increases in the cost of lumber and other materials, causing many homebuilders and general contractors to experience budget overruns. The Master Developer is responsible for the construction of the District Major Improvements. The Master Developer expects to finance the costs of the Major Improvements from proceeds of the Bonds and the costs of the Commercial/MF Major Improvements through the Proposed Capital Recovery Fee Bonds, or, if such Proposed Capital Recovery Fee Bonds are not issued, through a monetization of the Capital Recovery Fees. See "ACQUISITION OF PROPERTY IN THE DEVELOPMENT AND DEVELOPMENT FINANCING PLAN – The Capital Recovery Fee Agreement and the Capital Recovery Fees." If the Actual Costs of the Major Improvements are substantially greater than the estimated costs or if the Master Developer is unable to access building materials in a timely manner, it may affect the ability of the Master Developer to complete the Major Improvements or pay the Assessments when due. There is no way to predict whether such cost increases or low supply of building materials will continue or if such continuance will affect the development of the District.

Loss of Tax Exemption

The Indenture contains covenants by the District intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption "TAX MATTERS" herein, interest on the Bonds could become includable in gross income for purposes of federal income taxation, retroactive to the date the Bonds were issued, as a result of future acts or omissions of the District in violation of its covenants in the Indenture.

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or State level, may adversely affect the tax-exempt status of interest on the Bonds under federal or State law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

Direct and Overlapping Indebtedness, Assessments and Taxes

The ability of an owner of property within the District to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District currently

impose ad valorem taxes on the property within the District and will likely do so in the future. Such entities could also impose assessment liens on the property within the District. The imposition of additional liens, or for private financing, may reduce the ability or willingness of the landowners to pay the Assessments.

Overlapping City PID Assessment and District Assessment on MM Celina 294 and MM Celina 40 Property; Future City PID Assessments

A portion of the property in the District, the City PID Assessed Property, consisting of approximately 154 acres located in the City PID owned by MM Celina 294 and MM Celina 40, has been assessed with both the Assessments and the City PID Assessments. **The Assessments levied for the payment of the Bonds and the City PID Assessments, which City PID Assessments are pledged to the payment of the District Contract Revenue Bonds have a lien of equal dignity on the parcels assessed therefor. In the event of partial payments of the Annual Installments of the Assessments and the City PID Assessments, the Collin County Tax Assessor/Collector advises that such partial payments will be applied to the payment of the Annual Installments of the Assessments and the City PID Assessments on a pro rata basis unless otherwise directed by the payer of such Annual Installments of the Assessments and the City PID Assessments**.

In addition, it is expected that Future PID Phases located within the City PID (all of which are located in the District) will be subject to additional assessments levied by the City to finance additional City PID Improvements and that the District will issue Future PID Contract Revenue Bonds secured by the same. Any such future assessments levied by the City within the City PID will have a lien of equal dignity with the Assessments on the parcels levied therefor.

Depletion of Reserve Account of Reserve Fund

Failure of the owners of property within the District to pay the Assessments when due could result in the rapid, total depletion of Reserve Account of the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Bonds if sufficient amounts are not available in the Reserve Account of the Reserve Fund. The Indenture provides that if, after a withdrawal from the Reserve Account of the Reserve Fund, the amount in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund sufficient to cure such deficiency, as described under "SECURITY FOR THE BONDS — Reserve Account of the Reserve Fund" herein.

Hazardous Substance

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 District be affected by a hazardous substance, the marketability and value of 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.

The value of the land within the District does not take into account the possible liability of the owner (or operator) for the remedy of a hazardous substance condition of the parcel. The District has not independently verified, and is not aware, that the owner (or operator) of any of the parcels within the District has such a current liability with respect to such parcel; however, it is possible that such liabilities do currently exist and that the District is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within the District 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. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

See "THE DEVELOPMENT — Environmental" for discussion of previous Phase One ESA and Supplemental Report performed on property within the District.

100 Year Flood Plain

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 in the 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 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 waste-water treatment plant and approximately one acre will be dedicated to the Celina Independent School District. A hydrologic study is currently being performed with respect to such reclamation efforts.

Regulation

Development within the District may be subject to future federal, state and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in the District, the nature and extent of public improvements, land use, zoning and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in the District and property values.

Bankruptcy

The payment of Assessments and the ability of the District to foreclose on the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Assessments to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, and the possibility that delinquent Assessments might not be paid in full

Bondholders' Remedies and Bankruptcy

In the event of default in the payment of principal of or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, and upon the written request of at least 25% the owners of the Bonds, the Trustee shall proceed to protect and enforce its rights and the rights of the owners of the Bonds under the Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained therein or in aid or execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the District's obligations under the Bonds or the Indenture and such obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The owners of the Bonds cannot themselves foreclose on property within the District or sell property within the District in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. In this regard, should the District file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the District to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See "BONDHOLDERS' RISKS — Bankruptcy Limitation to Bondholders' Rights" herein.

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the District to collect delinquent Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) ("Tooke") that a waiver of sovereign immunity must be provided for by statute in "clear and unambiguous" language. In so ruling, the Court declared that statutory language such as "sue and be sued", in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity. In Tooke, the Court noted the enactment in 2005 of sections 271.151-.160, Texas Local Government Code (the "Local Government Immunity Waiver Act"), which, according to the Court, waives "immunity from

suit for contract claims against most local governmental entities in certain circumstances." The Local Government Immunity Waiver Act covers entities such as the District and relates to contracts entered into by local government entities, including the District, for providing goods or services to such local government entities.

The District is not aware of any Texas court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by such act. Because it is unclear whether the Texas legislature has effectively waived the District's sovereign immunity from a suit for money damages in the absence of District action, the Trustee or the owners of the Bonds may not be able to bring such a suit against the District for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the District under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in Tooke, and it is unclear whether Tooke will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by Texas courts. In general, Texas courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. Texas courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally-imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of money due under a contract).

No Acceleration

The Indenture does not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Indenture.

Bankruptcy Limitation to Bondholders' Rights

The enforceability of the rights and remedies of the owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. The District is authorized under Texas law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946. The District may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to effect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the District decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the District would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the District is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under Texas law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the District's debt.

Management and Ownership

The management and ownership of the Master Developer and the Pod Developers and related property owners could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer or new officers in management positions may not have comparable experience in projects comparable to the Development.

Availability of Utilities

The progress of development within the District is also dependent upon the City providing an adequate supply of water and sufficient capacity for the collection and treatment of wastewater. If the City fails to supply water and wastewater services to the property within the District, the development of the land in the District could be adversely affected.

The City currently does not have sufficient wastewater capacity to serve the expected development in the District. The City will construct a wastewater treatment plant to serve the Development. The Master Developer is responsible for the cost of

pumping and hauling wastewater generated by the Development until the City's wastewater treatment plant is constructed. However, the City will be responsible for the costs associated with pumping and hauling of wastewater if the City facility is not complete within twenty-four months of the City's receipt of the Master Developer's "Developer Contribution" to the construction of the wastewater treatment plant, which is expected to occur at closing of the Bonds. See "THE DEVELOPMENT AGREEMENT."

The City's failure to timely construct a wastewater treatment plant could result in the Master Developer being responsible for the costs of pumping and hauling wastewater generated by the Development, including those portions of the Development which are no longer owned by the Master Developer, for a period of up to twenty-four months. The incursion of substantial costs associated with wastewater pumping and removal may affect the ability of the Master Developer to make full and timely payment of the portion of the Assessments payable by the Master Developer, which could affect the ability of the District to meet its debt service obligations with respect to the Bonds. See "THE DEVELOPMENT AGREEMENT."

General Risks of Real Estate Investment and Development

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Development, as well as the operating revenues of the Master Developer and the Pod Developers, including those derived from the Development, are not within the control of the Master Developer or the Pod Developers. 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 Development, 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 Master Developer or the Pod Developers. Further, the operating revenues of the Master Developer may be materially affected by conditions in any leases in the Development or contracts for the sale thereof.

The Development cannot be initiated or completed without the Master Developer and the Pod Developers obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of each phase of the 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 Master Developer and the Pod Developers.

Additionally, recent demand in the real estate sector has resulted in increases in the prices of commodities used for real estate construction and development. There can be no guarantee that prices of such commodities will not continue to increase in the future which may impact the Master Developer's and the Pod Developers' ability to complete development within the District as described herein.

Dependence Upon the Master Developer and the Pod Developers

The ability of the Master Developer and the Pod Developers to make full and timely payment of their portion of the Assessments will directly affect the ability of the District to meet its debt service obligations with respect to the Bonds. The Master Developer currently has responsibility for approximately 32.39% of the Assessments, MM Celina 294 currently has responsibility for approximately 17.48% of the Assessments and MM Celina 40 currently has responsibility for approximately 2.76% of the Assessments. Properties owned by MM Celina 294 and MM Celina 40 are also subject to the City PID Assessments as described herein. The only assets of the Master Developer, MM Celina 294 and MM Celina 40 are their respective land within the District, related permits and development rights, and minor operating accounts. The source of funding for future land development activities and infrastructure construction to develop the lots proposed for the District also consists of proceeds from the Bonds and proceeds of lot sales, as well as possible bank financing and equity contributions by the Master Developer and the Pod Developers, as applicable. There can be no assurances given as to the financial ability of the Master Developer or the Pod Developers to advance any funds to the District to supplement revenues from the Assessments if necessary, or as to whether the Master Developer or the Pod Developers will advance such funds.

Moreover, the City will pay to the Master Developer or the Master Developer's designee costs for a portion of the Major Improvements from proceeds of the Bonds. The Master Developer will submit reimbursement requests on a monthly basis for costs actually incurred in developing and constructing the Major Improvements, and be reimbursed in accordance with the Construction, Funding and Acquisition Agreement and the Indenture. See "THE MAJOR IMPROVEMENTS – General" and "THE DEVELOPMENT – Development Plan." There can be no assurances given as to the financial ability of the Master Developer to complete such improvements.

Exercise of Third Party Property Rights

As described herein under "THE DEVELOPMENT — Existing Mineral Rights, Easements and Other Third Party Property Rights", third parties hold title to certain Third Party Rights applicable to real property within and around the District, 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 District.

The Master Developer and the Pod Developers do not expect the existence or exercise of such Third Party Property Rights or 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. However, none of the District, the District's Financial Advisor, the Underwriter, the Master Developer, the Pod Developers or the Administrator provide any assurances as to such expectations.

Agricultural Use Valuation and Redemption Rights

All of the land within the District is currently entitled to valuation for ad valorem tax purposes based upon its agricultural use. Under Texas law, an owner of land that is entitled to an agricultural valuation has the right to redeem such property after a tax sale for a period of two years after the tax sale by paying to the tax sale purchaser a 25% premium, if redeemed during the first year, or a 50% premium, if redeemed during the second year, over the purchase price paid at the tax sale and certain qualifying costs incurred by the purchaser. Although Assessments are not considered a tax under Texas law, the PID Act provides that the lien for Assessments may be enforced in the same manner as a lien for ad valorem taxes. This shared enforcement mechanism raises a possibility that the right to redeem agricultural valuation property may be available following a foreclosure of a lien for Assessments, though there is no indication in Texas law that such redemption rights would be available in such a case.

The Master Developer and the Pod Developers expect that the agricultural use valuations within the District will be terminated by the end as each phase develops.

Successor Trustee

The Indenture provides a contractual limitation which limits the compensation of the Trustee under the terms thereof. In the event that at some point subsequent to the date of the Indenture, the Trustee reasonably expects that the value to be received under the Indenture would otherwise exceed the value limitation established under the terms of the Indenture but for such contractual limitation, the Trustee may seek to (i) amend the Indenture to increase such value if such amendment may be made in accordance with applicable Texas law and the Indenture or (ii) resign as trustee and paying agent pursuant to the terms of the Indenture. Any such amendment to the Indenture (including a supplement appointing a successor trustee) would have to be made in accordance with the terms of the Indenture. Any successor trustee would have to satisfy the qualifications set forth in, and be appointed in accordance with the terms of, the Indenture. Under certain facts and circumstances, a delay in identifying or appointing a qualified successor trustee to assume the duties and responsibilities of trustee under the Indenture and in accordance with applicable Texas law could result in the delay of certain remedies being available to the Owners of the Bonds. See "APPENDIX B — FORM OF INDENTURE" for more information regarding the process of amending or supplementing the Indenture and the appointment of a successor trustee.

The Indenture provides that, if the position of Trustee shall become vacant for any reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least 25% of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the District. Until such successor Trustee shall have been appointed by the Owners the Bonds, the District shall forthwith (and in no event in excess of 30 days after such vacancy occurs) appoint a Trustee to act hereunder. Copies of any instrument of the District providing for any such appointment shall be delivered by the District to the Trustee so appointed. The District shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days

after such appointment. Any appointment of a successor Trustee made by the District immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds. See "APPENDIX B — FORM OF INDENTURE" for more information regarding the process of amending or supplementing the Indenture and the appointment of a successor trustee.

Potential Future Changes in the PID Act

During prior sessions and interim business of the Texas legislature, various proposals and reports have been presented by committees of Texas Senate and Texas House of Representative which suggest or recommend changes to the PID Act relating oversight of bonds secured by special assessments including adopting requirements relating to levels of build out or adding state level oversight in connection with the issuance of bonds secured by special assessments under the PID Act. To date, no legislation has been introduced to act on such recommendations; however, it is impossible to predict what new proposals may be presented regarding the PID Act and the issuance of special assessment bonds during any upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Texas Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any such future legislation will or may have on the security for the Bonds.

Use of Appraisal

Caution should be exercised in the evaluation and use of valuations included in the Appraisal. The Appraisal is an estimate of market value as of a specified date based upon assumptions and limiting conditions and any extraordinary assumptions specific to the relevant valuation and specified therein. The estimated market value specified in the Appraisal is not a precise measure of value, but is based on a subjective comparison of related activity taking place in the real estate market. The valuation set forth in the Appraisal is based on various assumptions of future expectations and while the appraiser's forecasts for properties in the District is considered to be reasonable at the current time, some of the assumptions may not materialize or may differ materially from actual experience in the future. The Bonds will not necessarily trade at values determined solely by reference to the underlying value of the properties in the District.

In performing its analysis, the Appraiser makes numerous assumptions with respect to general business, economic and regulatory conditions and other matters, many of which are beyond the Appraiser's, Underwriter's and District's control, as well as certain factual matters. Furthermore, the Appraiser's analysis, opinions and conclusions are necessarily based upon market, economic, financial and other circumstances and conditions existing prior to the valuation and date of the Appraisal.

Master Developer, MM Celina 294 and MM Celina 40 Principal Financial Relationships and Other Matters Relating to the Master Developer, MM Celina 294, MM Celina 40 and Affiliates Thereof

Set forth below is a summary of certain litigation and other matters involving certain affiliates of Centurion. No assurances can be given as to the result of the following lawsuits or any charges related thereto or the impact, if any, of such result on one or more of Mehrdad Moayedi ("Moayedi"), the operations of Centurion, and the Master Developer's, MM Celina 294's or MM Celina 40's ability to continue funding the Development.

Investigation of United Development Funding. Subsidiaries of Centurion American are involved in the development of master planned residential community and mixed-use projects. Some of these projects have previously been developed using funding provided by various entities associated with United Development Funding ("UDF"), including United Development Funding IV, a publicly traded real estate investment trust ("UDF IV"). In connection with governmental investigations of UDF (the "UDF Investigations"), Centurion and some of its employees were contacted in mid-2016 to provide certain information to such governmental fact-finders as part of an information gathering process on the UDF Investigations. Centurion and its employees fully complied with the information gathering process. Neither Centurion nor any of its employees or affiliates have received any information indicating that they are either targets or subjects of any governmental investigation.

Westlake Entrada/Flower Mound Riverwalk Project (the "Entrada/Riverwalk Lawsuit"). In August 2018, a minority owner of one Riverwalk Project entity, FZ WLRW, LLC (the "Westlake Plaintiff"), brought suit against Centurion, LLSF, LLC ("LLSF"), MRW Investors, LLC ("MRW"), and Moayedi (collectively, the "Defendants") and other parties involved in structuring the financing of the Entrada and Riverwalk Projects. Most claims have been nonsuited or dismissed. Following a hearing on Defendants' motions for summary judgment, Moayedi is no longer a Defendant in this case. The only remaining claims are the Westlake Plaintiff's direct and derivative claims for breach of fiduciary duty and breach of contract against LLSF. LLSF filed Motions to exclude each of Westlake Plaintiff's purported experts. Additionally, Former Defendants

Centurion American Custom Homes, Inc. d/b/a Centurion American Development Group and MRW ("Former Defendants") have filed a motion for attorneys' fees as prevailing party in a derivative action ("Fee Motion") against the Westlake Plaintiff. Further, On March 25, 2021, Plaintiff's former expert Columbus (Sandy) Alexander filed suit against Plaintiff's law firm (MacDonald Devin, P.C.) regarding unpaid fees for work done in this lawsuit. On May 5, 2021, based upon the affidavit of Sandy Alexander, LLSF and Moayedi moved for sanctions against: (1) Plaintiff; (2) Frank Zaccanelli; (3) Greg Ziegler; and (4) MacDonald Devin, P.C. In lieu of ruling on the Motion for Sanctions, the Court ordered the parties to participate in mediation. The parties participated in an unsuccessful mediation in September 2021, and ruling on a motion for jury trial has been continued until after November 29, 2021. The court has delayed ruling on the motion to exclude and the Fee Motion, and hearings for rulings on such motions are in the process of being scheduled. The Westlake Plaintiff also filed a lis pendens against property owned by MRW in the Riverwalk Project on September 17, 2021.

Rainier Medical Investors LLC & RMI River Walk Investors LP v. Centurion Riverwalk, LLC, et al., in Denton County, Texas. Plaintiff Rainier Medical Investors LLC and Plaintiff RMI River Walk Investors, LP ("Rainier Plaintiffs") brought claims against Defendant Centurion Riverwalk, LLC ("Centurion") and Defendant 2M Riverwalk, LLC ("2M," together with Centurion, "Rainier Defendants") and alleged various causes of action against other defendants, including Defendant Megatel Lakeshores TH, LLC ("Megatel TH"). Megatel TH asserted a cross-petition against Rainier Defendants and Third-Party Defendant Moayedi for statutory fraud, fraudulent inducement, and breach of contract ("Cross-Claims"). On May 27, 2020, Megatel TH non-suited without prejudice its claims against Moayedi. On July 8, 2020, the Court signed an order dismissing, with prejudice, all claims between the Rainier Plaintiffs and Rainier Defendants. On April 29, 2021, Megatel TH filed an agreed scheduling order. However, the Court did not sign the Order because the proposed September 20, 2021 trial date was no longer available. Thereafter, without a signed scheduling order reopening discovery, Megatel TH propounded written discovery to the Rainier Defendants and noticed the depositions of the Rainier Defendants. The Rainier Defendants timely objected as discovery was closed. On June 9, 2021, the Rainier Defendants filed their motion for summary judgment. Thereafter, Megatel TH moved to reopen and to compel discovery. On July 15, the Court heard Megatel TH's motion to enter new scheduling order, motions to quash depositions, and objections to discovery. The judge granted Megatel's motions and re-opened discovery. The Rainier Defendants were ordered by the Court to respond to Megatel TH's written discovery by August 16, 2021. Additionally, the Rainier Defendants' summary judgment motion, which was originally set for hearing on August 11, 2021, was continued by the Court until after November 30, 2021. Further, the Court ordered the depositions of the Rainier Defendants and Non-Party Travis Boghetich. Megatel TH conducted such depositions on September 15, 2021. Currently, there is no trial date set in this case.

Megatel Homes III, LLC v. Wilbow-Windhaven Development Corporation v. Centurion Windhaven, LP, et al.; in Denton County Texas. Plaintiff Megatel Homes III, LLC ("Megatel") brought claims against both Defendant Wilbow Windhaven Development Corp. ("Wilbow"), Defendant Centurion Acquisitions, LP ("CA"), and Defendant CADG Windhaven, LLC ("CADG," collectively with CA, "Centurion Defendants"). Megatel's claims against Wilbow consist of request for Declaratory Judgment; Breach of Contract; and Indemnity. Megatel's claims against CA and CADG consist of Breach of Contract; Fraud; and Indemnity. A Motion to Expunge Lis Pendens was granted by court on October 2, 2020. Megatel re-filed the Lis Pendens and Wilbow filed a Motion to Expunge. The court granted the Motion to Expunge the Lis Pendens on May 19, 2021. No trial date is set.

Megatel Claims. Megatel has brought several additional causes of action against Moayedi, Centurion (and certain of its affiliates) and UDF as listed below. Megatel has asserted various allegations of fraud, RICO violations, conspiracy, breach of fiduciary duty, and others in what Centurion believes to be an attempt to force Moayedi, Centurion and UDF to settle with Megatel. In addition to the filing of the below lawsuits, Megatel has also filed Lis Pendens against property owned by third-parties, has sent letters to Megatel's competitors attempting to interfere with their relationship with Centurion and has possibly partnered with parties believed to be adversarial to Moayedi, Centurion and UDF. Centurion continues to aggressively fight against these actions and against what it believes to be the baseless claims made in the lawsuits.

1. *Cause No. 3:20-CV-00688-L: Megatel Homes, LLC, et al. v. Mehrdad Moayedi, et al., in U.S. District Court, Northern District of Texas;*
2. *Cause No. DC-19-08774 in the 160th Judicial District Court, Dallas Co., Texas; Megatel Homes, LLC, et. al. v. United Development Funding L.P., et. al.;*
3. *Cause No. 380-02960-2020 in the 380th District Court, Collin County, Texas; Megatel Homes III, LLC v. MM Plano 54, LLC;*
4. *Cause No. DC-19-18033 in the 160th District Court, Dallas County, Texas; Megatel Homes III, LLC v. CADG Mercer MM Holdings, LLC et. al.;*

5. *Cause No. 219-01995-2021 in the 219th Judicial District Court, Collin County, Texas; Megatel Homes III, LLC v. CTMGT Erwin Farms, LLC and CADG Erwin Farms, LLC;*
6. *Cause No. 199-01546-2021 in the 199th Judicial District Court, Collin County, Texas; Megatel Homes III, LLC v. CTMGT Frontier 80, LLC;*
7. *Cause No. DC-21-08227 in the 68th District Court, Dallas County, Texas; Megatel Homes III, LLC v. MM Finished Lots, LLC and CADG Shady Side, LLC; and*
8. *Cause No. 1-21-0893 in the 439th District Court, Rockwall County, Texas; Megatel Homes III, LLC v. One Verandah, LP and MM Verandah, LLC.*
9. *Cause No. 21-8109-431; Megatel Homes III, LLC v. MM Northlake Phase 203, LLC , as successor in interest to CADG Property Holdings III, LLC.*

Infectious Disease Outbreak – COVID-19

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, has been characterized as a pandemic (the "Pandemic") by the World Health Organization and is currently affecting many parts of the world, including the United States and Texas. On January 31, 2020, the Secretary of the United States Health and Human Services Department declared a public health emergency for the United States. On March 13, 2020, the President of the United States declared the Pandemic a national emergency and the Governor of Texas (the "Governor") declared a state of disaster for all counties in the State in response to the Pandemic. Under State law, the proclamation of a state of disaster by the Governor may not continue for more than 30 days unless renewed. The Governor has renewed his declaration monthly, most recently on September 28, 2021. On March 25, 2020, in response to a request from the Governor, the President issued a Major Disaster Declaration for the State. Subsequently, the President's Coronavirus Guidelines for America and the United States Centers for Disease Control and Prevention called upon Americans to take actions to slow the spread of COVID-19 in the United States.

Pursuant to Chapter 418 of the Texas Government Code, the Governor has broad authority to respond to disasters, including suspending any regulatory statute prescribing the procedures for conducting state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with the disaster, and issuing executive orders that have the force and effect of law. The Governor has since issued a number of executive orders relating to COVID-19 preparedness and mitigation.

In early March 2021, the Governor issued Executive Order GA-34, effective as of March 10, 2021, which supersedes previous executive orders imposing mask requirements and limiting business capacity. Executive Order GA-34 provides that in counties not in an area of high hospitalization, no mayor or county judge may require face coverings. In counties located in areas with high hospitalizations, Executive Order GA-34 allows a county judge to use COVID-19 mitigation strategies, but the COVID-19 mitigation strategies may not require businesses to operate at less than 50% of total occupancy and may not impose any occupancy limits on churches, schools (including institutions of higher education), or childcare services. Additionally, Executive Order GA-34 prohibits jail time as a penalty for violating orders issued in response to COVID-19 or any penalties for failure to wear face coverings. Executive Order GA-34 remains in full force and effect unless modified, amended, rescinded, or superseded by the Governor. For additional information regarding Executive Orders and other actions of the Governor, see www.gov.texas.gov.

Most of the federal and state actions and policies under the aforementioned disaster declarations are focused on limiting instances where the public can congregate or interact with each other, which affects the operation of businesses and directly impacts the economy. Since the disaster declarations were made, the Pandemic has negatively affected travel, commerce, and financial markets globally, and is widely expected to continue negatively affecting economic growth and financial markets worldwide. Stock values and crude oil prices, in the United States and globally, have seen significant declines attributed to COVID-19 concerns. Texas may be particularly at risk from any global slowdown, given the prevalence of international trade in the State and the risk of contraction in the oil and gas industry and spillover effects into other industries.

Such adverse economic conditions, if they continue, may reduce or negatively affect economic conditions in the District and lead to unemployment for property owners within the District or may otherwise have a negative impact on the sale of parcels, lots or homes within the District. The Bonds are secured by Assessments levied on benefitted property within the District. If lot or home sales are negatively impacted by the Pandemic, the owners of property in the District will continue to be responsible for the payment of the Assessments.

The District continues to monitor the spread of COVID-19 and is working with local, state, and national agencies to address the potential impact of the Pandemic upon the District. While the potential impact of the Pandemic on the District

cannot be quantified at this time, the continued outbreak of COVID-19 could have an adverse effect on the District's operations and financial condition. None of the District, the Financial Advisor, the Underwriter or the Master Developer can predict the impact the Pandemic may have on the District, the financial and operating condition of the Master Developer, the projected buildout schedule, home prices and buildout values or an investment in the Bonds.

Risk from Weather Events

All of the State, including the City and the District, is subject to extreme weather events that can cause loss of life and damage to property through strong winds, flooding, heavy rains and freezes, including events similar to the severe winter storm that the continental United States experienced in February 2021, which resulted in disruptions in the Electric Reliability Council of Texas power grid and prolonged blackouts throughout the State. It is impossible to predict whether similar events will occur in the future and the impact they may have on the City or the District, including land within the District.

Judicial Foreclosures

Judicial foreclosure proceedings are not mandatory; however, the District has covenanted (subject to the provisions set forth in the Indenture) to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the District of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and, in such event, there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. Moreover, in filing a suit to foreclose, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property; the proceeds of any sale of property within the District available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property. See "OVERLAPPING TAXES AND DEBT." Collection of delinquent taxes, assessments and the Assessments may be adversely affected by the effects of market conditions on the foreclosure sale price, and by other factors, including taxpayers' right to redeem property within two years of foreclosure for residential and agricultural use property and six months for other property, and by a time-consuming and expensive collection procedure.

No Credit Rating

The District has not applied for or received a rating on the Bonds. Even if a credit rating had been sought for the Bonds, it is not anticipated that such a rating would have been investment grade. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary market trading in connection with a particular issue is suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then generally prevailing circumstances. Such prices could be substantially different from the original purchase price.

Limited Secondary Market for the Bonds

The Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Bonds in the event an Owner thereof determines to solicit purchasers for the Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Bonds may be sold. Such price may be lower than that paid by the current Owners of the Bonds, depending on the progress of development of the District subject to the Assessments, existing real estate and financial market conditions and other factors.

TAX MATTERS

Opinion

Bond Counsel will render its opinion that, under existing law, and assuming compliance with certain covenants and the accuracy of certain representations, discussed below, interest on the Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. (See APPENDIX D – Form of Bond Counsel's Opinion.)

Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") establishes certain requirements that must be met at and subsequent to the issuance of the Bonds in order for interest on the Bonds to be and remain excludable from

federal gross income. Included among these continuing requirements are certain restrictions and prohibitions on the use of bond proceeds, yield and other restrictions on the investment of gross proceeds and other amounts, and the arbitrage rebate requirement that certain earnings on gross proceeds be rebated to the federal government. Failure to comply with these continuing requirements may cause interest on the Bonds to become includable in gross income for federal income tax purposes retroactively to the date of their issuance. The District has covenanted to comply with certain procedures, and has made certain representations and certifications designed to assure compliance with these Code requirements. In rendering its opinion, Bond Counsel will rely on these covenants, on representations and certifications of the District relating to matters solely within its knowledge (which Bond Counsel has not independently verified), and will assume continuing compliance by the District.

The statutes, regulations, published rulings, and court decisions on which Bond Counsel has based its opinion are subject to change by Congress, as well as to subsequent judicial and administrative interpretation by courts and the Internal Revenue Service (the "Service"). No assurance can be given that such law or its interpretation will not change in a manner that would adversely affect the tax treatment of receipt or accrual of interest on, or the acquisition, ownership, market value, or disposition of, the Bonds. No ruling concerning the tax treatment of the Bonds has been sought from the Service, and the opinion of Bond Counsel is not binding on the Service. The Service has an ongoing audit program of tax-exempt obligations to determine whether, in the Service's view, interest on such tax-exempt obligations is excludable from gross income for federal income tax purposes. No assurance can be given regarding whether or not the Service will commence an audit of the Bonds. If such an audit were to be commenced, under current procedures, the Service would treat the District as the taxpayer, and owners of the Bonds would have no right to participate in the audit process. In this regard, in responding to or defending an audit with respect to the Bonds, the District might have different or conflicting interests from those of the owners of the Bonds.

In rendering the foregoing opinions, Bond Counsel will rely upon the representations and certifications of the District made in a certificate dated the date of delivery of the Bonds pertaining to the use, expenditure, and investment of the proceeds of the Bonds and will assume continuing compliance with the provisions of the Order subsequent to the issuance of the Bonds. The Order contains covenants by the District with respect to, among other matters, the use of the proceeds of the Bonds, the manner in which the proceeds of the Bonds are to be invested, the reporting of certain information to the United States Treasury, and rebating any arbitrage profits to the United States Treasury. Failure to comply with any of these covenants would cause interest on the Bonds to be includable in the gross income of the owners thereof from date of the issuance of the Bonds.

The opinions set forth above are based on existing law and Bond Counsel's knowledge of relevant facts on the date of issuance of the Bonds. Such opinions are an expression of professional judgment and are not a guarantee of result. Except as stated above, Bond Counsel expresses no opinion regarding any other federal, state, or local tax consequences under current law or proposed legislation resulting from the receipt or accrual of interest on, or the acquisition, ownership, or disposition of, the Bonds. Further, Bond Counsel assumes no obligation to update or supplement its opinions to reflect any facts or circumstances that may come to its attention or any changes in law that may occur after the issuance date of the Bonds. In addition, Bond Counsel has not undertaken to advise in the future whether any events occurring after the issuance date of the Bonds may affect the tax-exempt status of interest on the Bonds.

Original Issue Premium

Certain maturities of the Bonds (the "Premium Bonds") may be offered and sold to the public at prices greater than their stated redemption prices (the principal amount) payable at maturity ("Bond Premium"). In general, under section 171 of the Code, an owner of a Premium Bond must amortize the bond premium over the remaining term of the Premium Bond, based on the owner's yield over the remaining term of the Premium Bond determined based on constant yield principles (in certain cases involving a Premium Bond callable prior to its stated maturity date, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such Bond). An owner of a Premium Bond must amortize the bond premium by offsetting the qualified stated interest allocable to each interest accrual period under the owner's regular method of accounting against the bond premium allocable to that period. In the case of a tax-exempt Premium Bond, if the bond premium allocable to an accrual period exceeds the qualified stated interest allocable to that accrual period, the excess is a nondeductible loss. Under certain circumstances, the owner of a Premium Bond may realize a taxable gain upon disposition of the Premium Bond even though it is sold or redeemed for an amount less than or equal to the owner's original acquisition cost. Owners of any Premium Bonds should consult their own tax advisors regarding the treatment of bond premium for federal income tax purposes, including various special rules relating thereto, and state and local tax consequences, in connection with the acquisition, ownership, amortization of bond premium on, sale, exchange, or other disposition of Premium Bonds.

Collateral Tax Consequences Summary

The following discussion is a brief discussion of certain collateral federal income tax consequences resulting from the purchase, ownership, or disposition of the Bonds. It does not purport to address all aspects of federal taxation that may be relevant to a particular owner of a Bond. This discussion is based on existing statutes, regulations, published rulings, and court decisions, all of which are subject to change or modification, retroactively. Prospective investors should be aware that the ownership of such obligations may result in collateral federal income tax consequences to various categories of persons, such as corporations (including S corporations and foreign corporations), financial institutions, property and casualty and life insurance companies, individual recipients of Social Security and railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, and taxpayers deemed to have incurred or continued indebtedness to purchase or carry obligations the interest on which is excluded from gross income for federal income tax purposes. Interest on the Bonds may be taken into account in determining the tax liability of foreign corporations subject to the branch profits tax imposed by section 884 of the Code.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. PROSPECTIVE INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP, AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Under section 6012 of the Code, owners of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the owner at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio of the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

State, Local, and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership, or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Changes in Law

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under federal or state law or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. In addition, such legislation or actions (whether currently proposed, proposed in the future, or enacted) and such decisions could affect the market price or marketability of the Bonds.

Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the unqualified approving legal opinion of the Attorney General to the effect that the Bonds are valid and legally binding obligations of the District under the Constitution and laws of the State, payable from the proceeds of the Pledged Revenues and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

Winstead PC, Dallas, Texas, serves as Bond Counsel and Disclosure Counsel to the District. Locke Lord LLP serves as Underwriter's Counsel. The legal fees paid to Bond Counsel, Disclosure Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Bonds.

Legal Opinions

The District will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special obligations of the District. The District will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special obligations of the District under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal of and interest thereon, are payable from and secured by a pledge of and lien on the Pledged Revenues. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption "TAX MATTERS," including the alternative minimum tax consequences for corporations. A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX D — Form of Opinion of Bond Counsel."

Except as noted below, Bond Counsel did not take part in the preparation of the Limited Offering Memorandum, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE — The Bonds" (except for the last paragraph thereof), "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS" (except for the last paragraph under the subcaption "General" and the last sentence under the subcaption "Pledged Revenues"), "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (except for the last paragraph thereof), "LEGAL MATTERS — Legal Opinions," "CONTINUING DISCLOSURE— The District" (first paragraph only), "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX B and such firm is of the opinion that the information relating to the Bonds, the Bond Order, the Assessment Order and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Assessment Order, the Bond Order, and the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds 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 that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Litigation — The District

At the time of delivery and payment for the Bonds, the District will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or overtly threatened against the District affecting the existence of the District, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in accordance with the Indenture, or the collection or application of Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Order, the Assessment Order, the Indenture, any action of the District contemplated by any of the said documents, or the collection or application of the Pledged Revenues, or in any way contesting the completeness or accuracy of this Limited Offering Memorandum or any amendment or supplement thereto, or contesting the powers of the District or its authority with respect to the Bonds or any action of the District contemplated by any documents relating to the Bonds.

Litigation — The Master Developer

At the time of delivery and payment for the Bonds, the Master Developer will certify that, except as disclosed herein, 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 the Master Developer, threatened against or affecting the Master Developer wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Master Developer or its manager or member or would adversely affect (1) the transactions contemplated by, or the

validity or enforceability of, the Bonds, the Indenture, the Bond Order, the Service and Assessment Plan, Construction, Funding and Acquisition Agreement, the Development Agreement, or the Bond Purchase Agreement, or otherwise described in this Limited Offering Memorandum, or (2) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a "Material Adverse Effect"). Additionally, principals of the Master Developer and their affiliated entities have been and are parties to pending and threatened litigation related to their commercial and real estate development activities. Such litigation occurs in the ordinary course of business and is not expected to have a Material Adverse Effect.

SUITABILITY FOR INVESTMENT

Investment in the Bonds poses certain economic risks. See "BONDHOLDERS' RISKS". The Bonds are not rated by any nationally recognized municipal securities rating service. No dealer, broker, salesman or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the District and the opportunity to ask questions of the Master Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

ENFORCEABILITY OF REMEDIES

While the Bonds are not subject to registration under the Securities Act, the District has determined that the Bonds are not suitable for investment by persons other than Approved Investors. Prospective investors should have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Bonds and should have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

The remedies available to the owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. See "BONDHOLDERS' RISKS — Remedies and Bankruptcy." Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery.

NO RATING

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

CONTINUING DISCLOSURE

The District

Pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the District and MuniCap, Inc. (the "Dissemination Agent") will enter into a Continuing Disclosure Agreement (the "District Disclosure Agreement") for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the District Disclosure Agreement, certain financial information and operating data relating to the District (collectively, the "District Reports"). The specific nature of the information to be contained in the District Reports is set forth in "APPENDIX E-1 — FORM OF DISTRICT DISCLOSURE AGREEMENT." Under certain circumstances, the failure of the District to comply with its obligations under the District 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 District Disclosure Agreement would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The District has agreed to update information and to provide notices of certain specified events only as provided in the District Disclosure Agreement. The District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the District Disclosure Agreement. The District makes

no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the District Disclosure Agreement or from any statement made pursuant to the District Disclosure Agreement.

The Master Developer

The Master Developer, the Administrator, and the Dissemination Agent will enter into a Continuing Disclosure Agreement (the "Master Developer Disclosure Agreement") for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Master Developer Disclosure Agreement, certain information regarding the Development and the Major Improvements (collectively, the "Master Developer Reports"). The specific nature of the information to be contained in the Master Developer Reports is set forth in "APPENDIX E-2 — FORM OF MASTER DEVELOPER DISCLOSURE AGREEMENT." Under certain circumstances, the failure of the Master Developer or the Administrator to comply with their respective obligations under the Master Developer 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 Master Developer Disclosure Agreement would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The Master Developer has agreed to provide (i) certain updated information to the Administrator, which consultant will prepare and provide such updated information in report form and (ii) notices of certain specified events, only as provided in the Master Developer Disclosure Agreement. The Master Developer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Master Developer Disclosure Agreement. The Master Developer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The Master Developer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Master Developer Disclosure Agreement or from any statement made pursuant to the Master Developer Disclosure Agreement.

UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed to purchase the Bonds from the District at a purchase price of $79,653,329.75 (the par amount of the Bonds, plus a reoffering premium of $161,829.75 and an underwriting discount of $1,683,500.00, which includes Underwriter's Counsel's fee of $60,000.00). The Underwriter's obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds the Underwriter will be obligated to purchase all of the Bonds. The Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The District assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the PFIA requires that the Bonds be assigned a rating of at least "A" or its equivalent as to investment quality by a national rating agency. See "NO RATING" above. In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits to the extent of their

market value. No review by the District has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The District made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

INVESTMENTS

The District invests its funds in investments authorized by Texas law in accordance with investment policies approved by the Board of Directors. Both Texas law and the District's investment policies are subject to change.

Under Texas law, the District is authorized to invest in (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; (8) interest-bearing banking deposits other than those described by clause (7) if (A) the funds invested in the banking deposits are invested through: (i) a broker with a main office or branch office in this State that the District selects from a list the governing body or designated investment committee of the entity adopts as required by Section 2256.025, Texas Government Code; or (ii) a depository institution with a main office or branch office in the State that the District selects; (B) the broker or depository institution selected as described by (A) above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the investing entity's account; (C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and (D) the District appoints as its custodian of the banking deposits issued for its account: (i) the depository institution selected as described by (A) above; (ii) an entity described by Section 2257.041(d), Texas Government Code; or (iii) a clearing broker dealer registered with the SEC and operating under Securities and Exchange Commission Rule 15c3-3; (9) (i) certificates of deposit and share certificates issued by or through an institution that either has its main office or a branch office in the State, and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Insurance Fund, or are secured as to principal by obligations described in the clauses (1) through (8) or in any other manner and amount provided by law for District deposits, or (ii) certificates of deposits where (a) the funds are invested by the District through (I) a broker that has its main office or a branch office in the State and is selected from a list adopted by the District as required by law or (II) a depository institution that has its main office or a branch office in the State that is selected by the District; (b) the broker or the depository institution selected by the District arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the District; (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the District appoints the depository institution selected under (a) above, a custodian as described by Section 2257.041(d) of the Texas Government Code, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the District with respect to the certificates of deposit; (10) fully collateralized repurchase agreements that have a defined termination date, are fully secured by a combination of cash and obligations described in clause (1) above or clause (12) below, which are pledged to the District, held in the District's name, and deposited at the time the investment is made with the District or with a third party selected and approved by the District and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than A or its equivalent or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (13) through (15) below, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the District, held in the District's name and deposited at the time the investment is made with the District or a third party designated by the District; (iii) a loan made under the program is placed through either a primary government securities

dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less; (12) certain bankers' acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least A-1 or P-1 or the equivalent by at least one nationally recognized credit rating agency; (13) commercial paper with a stated maturity of 365 days or less that is rated at least A-1 or P-1 or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank; (14) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that provide the District with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940 and comply with federal Securities and Exchange Commission Rule 2a-7; and (15) no-load mutual funds registered with the Securities and Exchange Commission that have an average weighted maturity of less than two years, and have a duration of one year or more and are invested exclusively in obligations described in this paragraph or have a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities in an amount at least equal to the amount of bond proceeds invested under such contract, other than the prohibited obligations described in the next succeeding paragraph.

The District may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "AAA" or "AAA-m" or an equivalent by at least one nationally recognized rating service. The District may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the District retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the District must do so by order, ordinance, or resolution. The District is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Under Texas law, the District is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that includes a list of authorized investments for District funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All District funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each fund's investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, District investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." At least quarterly the investment officers of the District shall submit an investment report detailing: (1) the investment position of the District, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, the ending market value and the fully accrued interest for the reporting period of each pooled fund group, (4) the book value and market value of each separately listed asset and fund type invested at the beginning and end of the reporting period by the type of asset and fund type invested, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest District funds without express written authority from the Board of Directors.

Under Texas law the District is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers' with personal business relationships or relatives with firms seeking to sell

securities to the District to disclose the relationship and file a statement with the Texas Ethics Commission and the Board of Directors; (4) require the registered principal of firms seeking to sell securities to the District to: (a) receive and review the District's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the District and the business organization that are not authorized by the District's investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the District's entire portfolio, requires an interpretation of subjective investment standards or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority), and (c) deliver a written statement attesting to these requirements; (5) perform an annual audit of the management controls on investments and adherence to the District's investment policy; (6) provide specific investment training for the officers of the District; (7) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no more than 15% of the entity's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the District.

INFORMATION RELATING TO THE TRUSTEE

The District has appointed Wilmington Trust, National Association, a national banking association organized under the laws of the United States, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Limited Offering Memorandum and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Limited Offering Memorandum or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the District of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the District. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

INFORMATION RELATING TO THE FINANCIAL ADVISOR

SAMCO Capital Markets, Inc. is acting as Financial Advisor (the "Financial Advisor") to the District in connection with the issuance of the Bonds. The Financial Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. The Financial Advisor has not been engaged by the District to compile, create or interpret any information in this Limited Offering Memorandum. Any information contained in this Limited Offering Memorandum concerning the City, the District, the Master Developer, the Development, the Service and Assessment Plan, any other information and any information about outside parties has not been independently verified by the Financial Advisor, and inclusion of such information is not, and should not, be construed as a representation by Financial Advisor as to its accuracy or completeness or otherwise. The Financial Advisor is not a public accounting firm and has not been engaged by the District or the District to review or audit any information in this Limited Offering Memorandum in accordance with accounting standards. No person is permitted to rely upon the participation of the Financial Advisor as an implicit or explicit expression of opinion as to such completeness and accuracy. The Financial Advisor does not assume any responsibility for the covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial body. The participation of the Financial Advisor should not be seen as a recommendation to buy or sell the Bonds, and investors should seek the advice of their accountants, lawyers and registered representatives for advice as appropriate.

SOURCES OF INFORMATION

General

The information contained in this Limited Offering Memorandum has been obtained primarily from the District's records, the Master Developer and its representatives, the Pod Developers and other sources believed to be reliable. In

accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the District, the Master Developer or the Pod Developers described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Source of Certain Information

The information contained in this Limited Offering Memorandum relating to the description of the Major Improvements generally and, in particular, the information included in the sections captioned "PLAN OF FINANCE — Development Plan and Plan of Finance," "THE MAJOR IMPROVEMENTS," "THE DEVELOPMENT," "THE MASTER DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Master Developer, the Major Improvements and the Development), "LEGAL MATTERS — Litigation — The Master Developer" and "CONTINUING DISCLOSURE — The Master Developer" has been provided by the Master Developer.

Experts

The information regarding the Service and Assessment Plan in this Limited Offering Memorandum has been provided by the Administrator, and has been included in reliance upon the authority of such firm as experts in the field of development planning and finance.

The information regarding the Appraisal in this Limited Offering Memorandum has been provided by Integra Realty Resources – DFW, and has been included in reliance upon the authority of such firm as experts in the field of the appraisal of real property.

The information regarding the Market Study in this Limited Offering Memorandum has been provided by Zonda, and has been included in reliance upon the authority of such firm as experts in the field of the real property market analysis.

Information Concerning Centurion VP of Entitlements Sean Terry

In December 2020, the Federal Bureau of Investigation executed a search warrant on the home of Sean Terry, VP of Entitlements of Centurion. Centurion has been made aware of the search warrant. Centurion is investigating the matter internally. To date, the FBI has not served Centurion with a subpoena or warrant relating to such matters. Management of Centurion does not believe that the matter will have a material adverse effect on Centurion, the Master Developer, the City PID Developers, or their operations.

Updating of Limited Offering Memorandum

If, subsequent to the date of the Limited Offering Memorandum, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the Limited Offering Memorandum to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the District will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Limited Offering Memorandum satisfactory to the Underwriter; provided, however, that the obligation of the District to so amend or supplement the Limited Offering Memorandum will terminate when the District delivers the Bonds to the Underwriter, unless the Underwriter notifies the District on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the District's obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the District delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21e of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

AUTHORIZATION AND APPROVAL

The Board of Directors approved by Bond Order the form and content of this Limited Offering Memorandum and has authorized this Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

APPENDIX A

GENERAL INFORMATION REGARDING THE CITY AND SURROUNDING AREA

Background

The District is located in the City. City is located in north central Collin and Denton Counties, 40 miles north of Dallas and 15 miles northwest of the City of McKinney. Access to the City is provided by State Highway 289, Dallas Pkwy, FM 455 & FM 428. The City's location as part of the growing Dallas-Fort Worth Metroplex has resulted in rapid growth over the last several years. Through a series of recent annexations, the City has increased in area. The City currently covers approximately 40 square miles. The City's 2010 census population was 6,028. As of January 1, 2021, the City's current population estimate is 22,793.

City Government

The City is a political subdivision and is a home rule municipality of the State of Texas, duly organized and existing under the laws of the State, including the City's Home Rule Charter. The City adopted a Home Rule Charter on May 12, 2007. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and six Council members who are elected for staggered three-year terms. The City Council formulates operating policy for the City while the City Manager is the chief administrative officer.

The current members of the City Council and their respective expiration of terms of office are as follows:

Name	Place	Term Expires (May)
Sean Terry	Mayor	2023
Justin Steiner	Place 1	2022
Jay Pierce	Place 2	2024
Andy Hopkins	Place 3	2024
Wendie Wigginton	Place 4	2023
Mindy Koehne	Place 5, Mayor Pro Tem	2023
Chad Anderson	Place 6	2022

Mayor Terry is currently employed as an executive officer of an affiliate of the Master Developer. Mayor Terry has filed the requisite conflict waivers with the City. Mayor Terry has also abstained from all City Council deliberations and votes relating to the District.

The principal administrators of the City include the following:

Name	Position
Jason Laumer	City Manager
Karla Stovall	Assistant City Manager
Vicki Tarrant	City Secretary
Robin Bromiley	Finance Director

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Major Employers

The primary employers in the City are set forth in the table below.

Employer	Product or Service	Employees
Celina ISD	Education	730
Keller Williams Prosper Celina	Real Estate	175
City of Celina	Government	155
Settlers Ridge Care Center	Nursing Facility	100
Gold Start Team – Keller Williams	Real Estate	100
Brookshire	Retail Grocery	57
McDonald's	Restaurant	45
Good Hope Cemetery	Cemetery	32
Chemtrade Logistics	Chemical Products	30
Celina Ready-Mix Concrete	Concrete Supplier	25
Nicks & Dimes, Inc.	Amusement Park	25

Source: Municipal Advisory Council of Texas

Historical Employment in Collin County

	Average Annual[(1)]				
	2021[(2)]	2020	2019	2018	2017
Civilian Labor Force	588,895	570,623	571,831	551,297	532,035
Total Employed	562,107	534,617	554,215	532,841	513,526
Total Unemployed	26,788	36,006	17,616	18,456	18,509
Unemployment Rate	4.5%	6.3%	3.1%	3.3%	3.5%

[(1)] Source: Texas Workforce Commission.

[(2)] Source: Data through July 2021.

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Surrounding Economic Activity

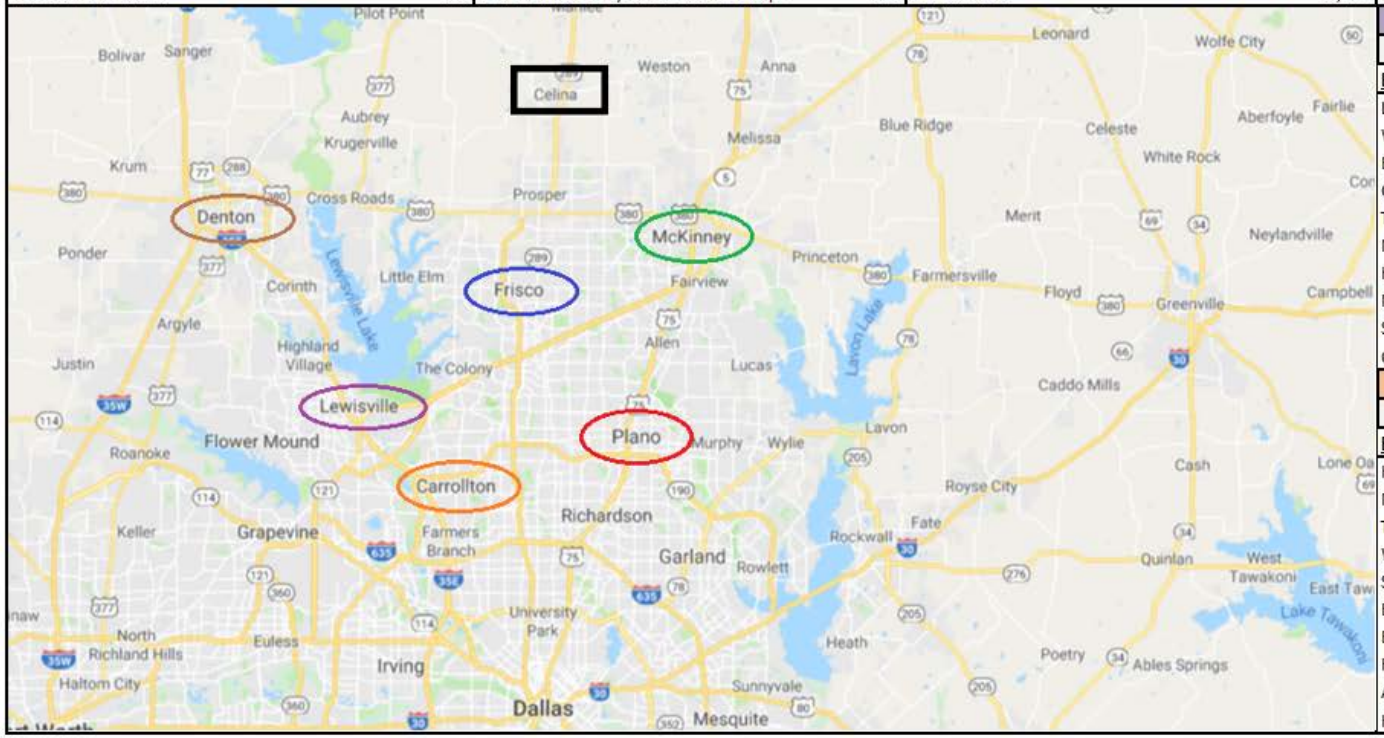
The major employers of municipalities surrounding the City and the District are set forth in the table below

City of McKinney	
Approximately 11 miles from the City	
Employer	**Employees**
Raytheon Space & Airborne Systems	3,096
McKinney Independent School District	2,800
Torchmark/United American	1,640
City of McKinney	1,369
Encore Wire Corp.	1,350
Collin College	852
Baylor Medical Center	700
Medical Center of McKinney	670
Timber Blind	350
Watson and Chain	350

City of Frisco	
Approximately 12 miles from the City	
Employer	**Employees**
Frisco ISD	7,048
City of Frisco	1,641
Conifer	903
T-Mobile USA	900
Baylor Medical Center	663
Mario Sinacola & Sons Excavating	603
Oracle	500
IKEA Frisco	423
Baylor Scott & White Centennial Hosp.	400
UT Southwestern/Texas Health Hosp.	300

City of Plano	
Approximately 21 miles from the City	
Employer	**Employees**
JP Morgan Chase	4,934
Capital One Finance	4,537
Bank of America Home Loans	4,500
Toyota Motor North America	3,815
NTT Data, Inc.	3,134
Liberty Mutual Insurance Company	2,854
Ericsson	2,703
J.C. Penny Co. Inc	2,420
USAA	2,092
Fannie Mae	2,000

City of Denton	
Approximately 21 miles from the City	
Employer	**Employees**
University of North Texas	4,614
Denton ISD	4,417
Peterbilt Motors-Headquarters & Plant	3,075
Texas Woman's University	1,875
Denton County	1,803
City of Denton	1,757
Denton State Supported Living Center	1,700
Texas Presbyterian Hospital	1,076
Medical City Denton	950
Sally Beauty Holdings, Inc.	950



City of Lewisville	
Approximately 23 miles from the City	
Employer	**Employees**
Lewisville ISD	3,076
Wal-Mart	1,136
Bed Bath & Beyond	825
City of Lewisville	776
TIAA-CREF	650
Mary Kay	626
HOYA Vision Care	566
Medical Center of Lewisville	532
SYSCO	476
Othofix	451

City of Carrollton	
Approximately 24 miles from the City	
Employer	**Employees**
Halliburton Energy Services	1,000
McKesson Corporation	999
Thomson Reuters	950
Western Extrusions Corporation	900
Securus Technologies	800
Baylor Medical Center	640
Brandt	550
Fairway Mortgage Co	550
A E R Manufacturing	500
Hilton Reservations World Wide LLC	450

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APPENDIX B

FORM OF INDENTURE

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INDENTURE OF TRUST

by and between

NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1 (the "DISTRICT")

AND

WILMINGTON TRUST, NATIONAL ASSOCIATION (the "TRUSTEE")

Dated as of October 1, 2021

Securing

$81,175,000
NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(MAJOR IMPROVEMENTS PROJECT)

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Exhibits
EXHIBIT "A" – FORM OF BOND

INDENTURE OF TRUST

THIS INDENTURE, dated as of October 1, 2021, is by and between NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1 (the "District"), located in the corporate limits of the City of Celina, Texas (the "City"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, duly organized, existing and authorized to accept and execute trusts of the character set forth herein, with an administrative office in Dallas, Texas, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, the District was created in 2019 by the Texas Legislature as a municipal management district pursuant to Chapter 3986, Texas Special District Local Laws Code (the "District Legislation"), under the authority provided in Sections 52 and 52-a, Article III, Texas Constitution, and Section 59, Article XVI, Texas Constitution, and operates in accordance with (i) the District Legislation and (ii) Chapter 375, Texas Local Government Code (except as otherwise provided by the District Legislation) (the "MMD Act");

WHEREAS, pursuant to the District Legislation, the District was originally created as the North Celina Municipal Management District No. 3, and pursuant to an order adopted by the Texas Commission on Environmental Quality, has changed its name to North Parkway Municipal Management District No. 1;

WHEREAS, pursuant to Section 3986.0302(a) of the District Legislation, the District has the power to provide, design, construct, acquire, improve, relocate, operate, maintain, or finance any improvement project authorized under the District Legislation and the MMD Act;

WHEREAS, pursuant to the Act, the District has the power to impose or levy and collect assessments on any area within the District for any authorized purpose of the District, and pursuant to Section 3986.0504(b) of the District Legislation, may issue bonds payable from such assessments to finance major improvements that will serve a majority of the District;

WHEREAS, pursuant to Section 3986.0504(c) of the District Legislation, the District may issue bonds payable from such assessments in the manner provided by Chapter 372, Texas Local Government Code (the "PID Act", collectively with the District Legislation and the MMD Act, the "Act") if the major improvements to be financed thereby will be conveyed to a city pursuant to a contract entered into by the city and the District before issuance of the bonds;

WHEREAS, the City and Dynavest Joint Venture entered into that certain "Development, Settlement, and Annexation Agreement" as of September 8, 2020, as amended by the "First Amendment to Development, Settlement, and Annexation Agreement" between the City, the District, and MM Celina 3200, LLC (the "Developer"), and by the "Second Amendment to Development, Settlement, and Annexation Agreement" between the City, the District, and the Developer (collectively, the "Development Agreement") for the design, construction, and financing of a mixed-use residential and commercial development within the City and the District;

WHEREAS, pursuant to Section 5.2 of the Development Agreement and by City Resolution No. 2021-35R adopted June 8, 2021, the City consented to the District's issuance of bonds to construct the "Public Infrastructure" described in Exhibits K, L, and M of the Development Agreement as major improvements that will serve a majority of the District (the "Major Improvements" or "Major Improvement Projects") and as further described in the Service and Assessment Plan, provided that the District subsequently convey such Major Improvements to the City;

WHEREAS, on August 2, 2021, the Board of Directors acknowledged receipt of a petition (the "Request"), in the form and manner required for a petition under Section 3986.0401 of the District Legislation, Section 375.114 of the MMD Act and Section 372.005 of the PID Act, from the owner of a majority of lands in the District by acreage and value to consider the advisability of the improvement projects and services described in the Request, and by resolution called a public hearing on the advisability of the improvement projects and services described in the Request as required by Section 375.115 of the MMD Act and Section 372.009 of the PID Act;

WHEREAS, on September 13, 2021, after due notice, the Board of Directors held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the Request, and the Board of Directors made the findings required by Section 375.116 of the MMD Act and Section 372.009(b) of the PID Act, and by order dated September 13, 2021, passed and approved by a majority of the members of the Board of Directors, authorized, in accordance with its findings, the advisability of the improvement projects and services to be provided by the District;

WHEREAS, the District's order regarding the advisability of the improvement projects and services to be provided by the District was filed with the County Clerk of Collin County no later than the 7th day after the order's adoption on September 13, 2021;

WHEREAS, the Board of Directors, pursuant to Section 372.016(b) of the PID Act, published notice of a public hearing in a newspaper of general circulation in the District to consider the proposed "Assessment Roll" and the "Service and Assessment Plan" and the levy of the "Assessments" on property in the District;

WHEREAS, the Board of Directors, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Assessment Roll and the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments;

WHEREAS, the Board of Directors convened a public hearing on September 24, 2021, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of Costs, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments;

WHEREAS, on October 6, 2021, the Board of Directors closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the District, the District approved and accepted the Service and Assessment Plan in conformity with the requirements of the Act, and passed and approved the Assessment Order and therein levied the Assessments (the "Special Assessments" or the "Assessments");

WHEREAS, at the public hearing referenced above, there were no written objections or evidence submitted to the District in opposition to the Service and Assessment Plan, the allocation of Costs, the Assessment Roll, and the levy of the Assessments;

WHEREAS, the Service and Assessment Plan so approved by the District was filed with the County Clerk of Collin County no later than the 7th day after such approval;

WHEREAS, pursuant to the Assessment Order, the District permitted the Special Assessments to be paid in installments, fixed the rate of interest on installment payments, established the penalties and interest on delinquent installments, and established the procedure for collection of the Special Assessments, and further provided the mechanism and procedure that will be utilized to collect and enforce the Special Assessments in periodic installments;

WHEREAS, the District Legislation provides that an assessment or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, are a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for ad valorem taxes by other governmental entities, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Order levying the Special Assessments until the Special Assessments are paid, and may be enforced in the same manner that an ad valorem tax levied against real property is enforced. The owner of any property assessed may pay the entire Special Assessment against any lot or parcel with accrued interest to the date of payment at any time;

WHEREAS, in the execution and delivery of this Indenture, the District is exercising the authority granted by the Act in issuing revenue bonds payable from Special Assessments;

WHEREAS, the Board of Directors is authorized by Subsections 3986.0504(b) and (c) of the District Legislation and Sections 375.201 and 375.202 of the MMD Act, to issue its revenue bonds payable from the Special Assessments for the purpose of (i) paying a portion of the costs of the Major Improvements, (ii) paying a portion of the interest on the bonds during and after the period of acquisition and construction of the Major Improvements, (iii) funding a reserve fund for payment of principal of and interest on the bonds, (iv) paying a portion of the costs incidental to the administration, operation, and organization of the District, (v) paying costs of issuance, and (vi) creating any other funds;

WHEREAS, the District has determined to pay a portion of the cost of the Major Improvements by the issuance of revenue bonds designated as the "North Parkway Municipal Management District No. 1 Special Assessment Revenue Bonds, Series 2021 (Major

Improvements Project)" in the original principal amount of EIGHTY-ONE MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND and No/100 Dollars ($81,175,00) (the "Bonds"), such Bonds being payable solely from the Assessment Revenue and other funds pledged under this Indenture to the payment of the Bonds and for the purposes set forth in this preamble;

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the District, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the money, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "Trust Estate"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, and all money and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the District to receive any of such money or investments related thereto, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the District or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if the District or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I
DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1 Definitions

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"Account" means any of the accounts established pursuant to Section 6.1 of this Indenture.

"Additional Interest Reserve Requirement" means an amount equal to 5.5% of the principal amount of the Outstanding Bonds, which will be funded from revenues received from the payment of Assessments deposited to the Pledged Revenue Fund.

"Additional Obligations" means any bonds or obligations, including specifically any installment contracts, reimbursement agreements, temporary note or time warrants secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within the District in accordance with the Act.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of: (i) creating and organizing the District, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the District, (iii) computing, levying, billing and collecting Assessments or the installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of money, (vii) complying with the Act, and codes with respect to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (x) administering the construction of the Major Improvements, and (xi) all of the types of costs described in (i) through (x) owed to the City that were incurred fulfilling obligations under the District Legislation, City consent resolution, contractual agreements with the City or Developer or other applicable law. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce

Administrative Expenses in subsequent years to avoid the over-collection of Administrative Expenses.

"Administrative Fund" means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

"Administrator" means, initially, Municap, Inc., or an employee or designee of the District who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the District related to the duties and responsibilities of the administration of the District.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each Assessed Parcel, each annual payment of the Assessment as shown on the Assessment Roll attached to the Service and Assessment Plan as Appendix G and related to the Bonds and the Major Improvements, Administrative Expenses, and the Additional Interest Reserve, all as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

"Annual Service Plan Update" means the annual review and update of the Service and Assessment Plan required by the Act, the PID Act, and the Service and Assessment Plan.

"Applicable Laws" means the District Legislation; the MMD Act; the PID Act, to the extent applicable; and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the District and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"Assessed Parcel" means each respective parcel of land located within the District against which an Assessment is levied by the Assessment Order in accordance with the Service and Assessment Plan.

"Assessed Property" means all Parcels within the District other than Non-Benefitted Property.

"Assessment Order" means the Assessment Order passed and approved by the Board of Directors on October 6, 2021, that levied the Assessments on the Assessed Property.

"Assessment Revenue" means money collected by or on behalf of the District from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) Prepayments and (iii) Foreclosure Proceeds.

"Assessment Roll" means the Major Improvements Assessment Roll, attached as Appendix G to the Service and Assessment Plan or any other assessment roll for the Major Improvements in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, and related to the Bonds and the Major Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the Act.

"Assessments" means the aggregate assessments shown on the Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel or reduction according to the provisions of the Service and Assessment Plan, the Act, and to the extent applicable, the PID Act.

"Authorized Denomination" means $25,000 and any integral multiple of $1,000 in excess thereof.

"Board of Directors" means the Board of Directors of the District.

"Bond" means any of the Bonds.

"Bond Counsel" means Winstead PC, Dallas, Texas or any other attorney or firm of attorneys designated by the District that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Date" means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

"Bond Documents" means this Indenture, the Bond Order, the Bonds, and all other documents executed by the District relating to the Bonds.

"Bond Fund" means the Fund established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Order" means the Order passed and approved by the Board of Directors on October 6, 2021 authorizing the issuance of the Bonds pursuant to this Indenture.

"Bonds" means the District's bonds authorized to be issued by Section 3.1 of this Indenture entitled "North Parkway Municipal Management District No. 1 Special Assessment Revenue Bonds, Series 2021 (Major Improvements Project)" that are primarily secured by Assessments levied against property located within the District only in accordance with the Assessment Roll.

"Bond Year" means the one-year period beginning on September 15 in each year and ending on September 14 in the following year.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the District or the Trustee.

"Certification for Payment" means a certificate executed by an engineer, construction manager or other person or entity acceptable to the District, as evidenced by the signature of a District Representative, specifying the amount of work performed and the cost thereof, presented to the Trustee to request funding for Costs from money on deposit in the Project Fund.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Closing Disbursement Request" means the certificate, substantially in the form attached as Exhibit B to the Construction Funding Agreement or otherwise agreed to by the Developer, the City and the District Representative, as evidenced by the signature of a District Representative specifying the amounts to be disbursed for the costs of creation, administration, and operation of the District and the PID, if any, and the costs of issuance of the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Construction Funding Agreement" means the "Major Improvements Construction, Funding and Acquisition Agreement" between the District, the City and the Developer relating to the Bonds, dated as of October 12, 2021.

"Costs" means the costs of the Major Improvements as described in Appendix B of the Service and Assessment Plan.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquent Collection Costs" means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of a delinquent Assessment, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in Dallas, Texas, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the District and such successor.

"Developer" means MM Celina 3200, LLC, a Texas limited liability company.

"Development" means that portion of the property in the District that has been or will be developed and subject to the levy of the Assessments.

"Development Agreement" has the meaning assigned to such term in the recitals hereto.

"District Certificate" means a certificate signed by a District Representative and delivered to the Trustee.

"District Legislation" means Chapter 3986, Texas Special District Local Laws Code.

"District Order" means written instructions by the District, executed by a District Representative.

"District Representative" means the President or Vice President of the Board of Directors or any official or agent of the District authorized by the Board of Directors to undertake the action referenced herein.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the District from the enforcement of the Assessments against any Assessed Parcel or Assessed Parcels, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Fund" means any of the funds established pursuant to Section 6.1 of this Indenture.

"Indenture" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the District who, or each of whom: (i) is judged by the District, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the District; (iii) does not have any substantial interest, direct or indirect, with or in the District, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the District as an officer or employee of the District, but who may be regularly retained to make reports to the District.

"Initial Bonds" means the Initial Bonds as set forth in Exhibit A to this Indenture.

"Interest Payment Date" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 15 and September 15 of each year, commencing March 15, 2022.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided that investments are, at the time made, included in and authorized by the District's official investment policy as approved by the Board of Directors from time to time.

"Major Improvements" means those public improvements authorized by Section 375.112 of the MMD Act, and Section 3986.0302 of the District Legislation and described in Appendix B of the Service and Assessment Plan, constructed and installed in accordance with the Service and

Assessment Plan or an Annual Service Plan Update, and which will benefit a majority of the Assessed Parcels in the District as more particularly described in Section III.B of the Service and Assessment Plan.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

"Non-Benefitted Property" means Parcels within the boundaries of the District that accrue no special benefit from the Major Improvements. Property identified as Non-Benefitted Property at the time the Assessments (i) are imposed, or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefitted Property, if the Assessments may not be reallocated pursuant to Section VI-B of the Service Assessment Plan, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI-C of the Service and Assessment Plan.

"Outstanding" means, as of any particular date when used with reference to the Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 herein.

"Owner" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry-only form and held by DTC as securities depository in accordance with Section 3.11 herein.

"Parcel" means a property identified by either a tax map identification number assigned by the Collin Central Appraisal District, as applicable, for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Collin County or by any other means determined by the District.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"PID Act" means Texas Local Government Code, Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

"Pledged Funds" means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Assessment Revenue less the Administrative Expenses, and (ii) the money held in any of the Pledged Funds.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

"Project Fund" means the fund established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Purchaser" means the initial purchaser of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations (as such term is defined in Article VII of this Indenture).

"Rebate Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

"Record Date" means the close of business on the last calendar (whether or not a Business Day) day of the month next preceding an Interest Payment Date.

"Redemption Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

"Redemption Prices" means, when used with respect to any Bond or portion thereof, the redemption prices shown in Section 4.3 of this Indenture.

"Refunding Bonds" means bonds issued pursuant to the Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each, as amended) to refund all or any portion of the then Outstanding Bonds.

"Register" means the register specified in Article III of this Indenture.

"Reserve Account Requirement" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds as of the date of issuance, or (iii) 10% of the proceeds (per section 148 of the Code) of the Bonds; provided, however, that such amount shall be reduced by the amount of any transfers made pursuant to subsection (c) of Section 6.7; and provided further that as a result of an optional redemption pursuant to Section 4.3, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds redeemed by such optional redemption divided by the total principal amount of the Outstanding Bonds prior to such redemption. As of the date of delivery of the Bonds, the Reserve Account Requirement is $5,589,150.00, which is the Maximum Annual Debt Service on the Bonds as of the date of issuance.

"Reserve Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.7 herein.

"Revenues" means the revenues received by the District from the collection of Assessments and Annual Installments for the Assessed Parcels.

"Service and Assessment Plan" means the Service and Assessment Plan, including the Assessment Roll, approved by the Board of Directors on October 6, 2021, as updated and amended from time to time.

"Sinking Fund Installment" means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

"Stated Maturity" means the date the Bonds, or any portion of the Bonds, as applicable, are scheduled to mature without regard to any redemption or prepayment.

"Supplemental Indenture" means an indenture which has been duly executed by the District Representative pursuant to a resolution passed and approved by the Board of Directors and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"Tax Certificate" means the Certificate as to Tax Exemption delivered by the District on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

"Trustee" means Wilmington Trust, National Association, duly organized, existing and authorized to accept and execute trusts of the character set forth herein, with an administrative office in Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

"Trust Estate" means the Trust Estate described in the granting clauses of this Indenture.

Section 1.2 Findings

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3 Table of Contents, Titles and Headings

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4 Interpretation

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II
THE BONDS

Section 2.1 Security for the Bonds

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Pledged Revenues shall be valid and binding and fully perfected from and after the Closing Date, which is the date of the delivery of this Indenture, without physical delivery or transfer of control of the Pledged Revenues, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the District under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Pledged Revenues granted by the District under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2 Limited Obligations

The Bonds are special and limited obligations of the District, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the District.

Section 2.3 Authorization for Indenture

The terms and provisions of this Indenture and the execution and delivery hereof by the District to the Trustee have been duly authorized by official action of the Board of Directors. The District has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4 Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the District and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the District with the Owners, and shall be deemed to be and shall constitute a contract among the District, the Owners, and the Trustee.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1 Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the Act and the PID Act. The Bonds shall be issued in the aggregate principal amount of $81,175,000 for the purpose of (i) paying a portion of the Costs of the Major Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvements, (iii) funding a reserve fund for payment of principal of and interest on Bonds, (iv) paying the costs incidental to the organization, creation, operation, or administration of the District, if any, and (v) paying certain costs of issuance of the Bonds.

Section 3.2 Date, Denomination, Maturities, Interest.

(a) The Bonds shall be dated the date of the initial delivery thereof (the "Bond Date") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 15 and

September 15 of each year, commencing March 15, 2022, and computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 15 in the years and in the principal amounts and shall bear interest as set forth below:

- $4,462,000 3.625% Term Bond, Due on September 15, 2026
- $8,805,000 4.250% Term Bond, Due on September 15, 2031
- $25,433,000 4.750% Term Bond, Due on September 15, 2041
- $42,475,000 5.000% Term Bond, Due on September 15, 2051

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the Form of Bond set forth in Exhibit A to this Indenture.

Section 3.3 Conditions Precedent to Delivery of Bonds.

The Bonds shall be executed by the District and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the District, but only upon delivery to the Trustee of:

(a) a certified copy of the Assessment Order;

(b) a certified copy of the Bond Order;

(c) a copy of this Indenture executed by the Trustee and the District;

(d) a copy of the executed Construction Funding Agreement; and

(e) a District Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the Purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the District.

Section 3.4 Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be

established by the Trustee, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing in the Register at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds is other than a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the District to be used for any lawful purpose. Thereafter, none of the District, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed money or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the District by the President or Vice President of the Board of Directors and attested to by the Secretary or any Assistant Secretary of the District, each by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the District, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the President or Vice President of the Board of Directors, and attested by the Secretary or Assistant Secretary of the Board of Directors, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6 Ownership.

(a) The District, the Trustee the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the District, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7 Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the District shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying

Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the District, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the District and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the District and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the District nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.8 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar

shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.9 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the District may execute and, upon the District's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any Authorized Denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the District executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The District, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefore a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements;

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the District harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the District and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Paying Agent/Registrar shall be entitled to recover such replacement Bond 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 District, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the District and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11 Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the District to DTC. On the Closing Date the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the District and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of

giving notices of redemption and other matters with respect to such Bond, for the purpose of registering a transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12 Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the District determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the District to DTC, the District shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13 Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the District to DTC.

ARTICLE IV
REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1 Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2 Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the District in part at a price of 100% of the principal amount thereof, plus accrued and unpaid interest to the redemption date, from money available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective sinking fund installments as set forth in the following schedule:

$4,462,000 Term Bond, Maturing on September 15, 2026

Redemption Dates (September 15)	Sinking Fund Installments
2024	$1,430,000
2025	1,487,000
2026*	1,545,000

$8,805,000 Term Bond, Maturing on September 15, 2031

Redemption Dates (September 15)	Sinking Fund Installments
2027	$1,607,000
2028	1,680,000
2029	1,757,000
2030	1,838,000
2031*	1,923,000

$25,433,000 Term Bond, Maturing on September 15, 2041

Redemption Dates (September 15)	Sinking Fund Installments
2032	$2,011,000
2033	2,114,000
2034	2,222,000
2035	2,335,000
2036	2,455,000
2037	2,581,000
2038	2,713,000
2039	2,852,000
2040	2,998,000
2041*	3,152,000

$42,475,000 Term Bond, Maturing on September 15, 2051

Redemption Dates (September 15)	Sinking Fund Installments
2042	$3,314,000
2043	3,493,000
2044	3,681,000
2045	3,880,000

2046	4,090,000
2047	4,311,000
2048	4,544,000
2049	4,790,000
2050	5,049,000
2051*	5,323,000

* maturity

At least forty-five (45) days prior to each sinking fund redemption date, the Trustee shall select a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(b) The principal amount of Bonds of a stated maturity required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the District, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the sinking fund redemption date shall have been acquired by the District at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(c) The principal amount of Bonds of a Stated Maturity required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds of such Stated Maturity which, at least 45 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption, extraordinary optional redemption or extraordinary mandatory redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3 Optional Redemption.

The District reserves the right and option to redeem Bonds maturing on or after September 15, 2041 before their scheduled maturity dates, in whole or in part, on any date on or after September 15, 2031, such redemption date or dates to be fixed by the District, at a redemption price equal to par plus accrued interest to the date fixed for redemption (the "Redemption Price").

Section 4.4 Extraordinary Redemption.

(a) *Extraordinary Optional Redemption*. The District reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on the first day of any month, at 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued and unpaid interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments transferred to the Redemption Fund pursuant to Section 6.3(d) (including related transfers to the Redemption Fund as provided in Section 6.7(c)) and transfers to the Redemption Fund made pursuant to Sections 6.3(e), 6.4(c), 6.5(d), 6.5(f), 6.7(a), 6.7(c), 6.7(e), 6.7(f), or 6.7(g) hereof.

(b) *Extraordinary Mandatory Redemption*. The Bonds are subject to extraordinary mandatory redemption before their respective scheduled maturity dates, in whole or in part, on the next scheduled Interest Payment Date at a redemption price equal to 100% of the aggregate principal amount of the Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption to the extent that money is transferred to the Redemption Fund as a result of unexpended amounts in the Project Fund as provided in Section 6.5(d) hereof.

Section 4.5 Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Sections 4.2, 4.3 or 4.4, Bonds shall be redeemed in minimum principal amounts of $25,000 or any integral of $1,000 in excess thereof by any method selected by the Trustee resulting in a random selection. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the smallest Authorized Denomination for such Bond.

(b) A portion of a single Bond of a denomination greater than an Authorized Denomination may be redeemed, but only in a principal amount equal to $25,000 or any integral of $1,000 in excess thereof. The Trustee shall treat each $1,000 portion of such Bond as though it were a single bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time.

(c) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6 Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price or the amount of Bonds to be redeemed plus accrued interest to the date thereof, as applicable, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The District has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the

Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the District may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the District shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7 Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the District and shall use such funds solely for the purpose of paying (i) the Redemption Price on the Bonds being optionally redeemed or (ii) the principal amount plus accrued interest thereon of the Bonds being extraordinarily redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price or principal amount plus accrued interest thereon, as applicable, on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.8 Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the principal amount and premium, if any, plus accrued unpaid interest on such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V
FORM OF THE BONDS

Section 5.1 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities

Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2 CUSIP Registration.

The District may secure identification numbers through CUSIP Global Services, managed by S&P Global Market Intelligence, on behalf of the American Bankers Association, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District, nor the Trustee, nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 5.3 Legal Opinion.

The approving legal opinion of Winstead PC, Bond Counsel, may be printed on or attached to each Bond over the certification of the President or Vice President of the District, which may be executed in facsimile.

ARTICLE VI
FUNDS AND ACCOUNTS

Section 6.1 Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Major Improvements Fund (the "Project Fund");

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund; and

(vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(ii) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account.

(iii) The following Accounts are hereby created and established under the Project Fund;

(A) Major Improvements Account; and

(B) Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(c) Each Fund and Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the District. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2 Initial Deposits to Funds and Accounts.

The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Capitalized Interest Account of the Bond Fund: $7,735,555.00;

(ii) to the Reserve Account of the Reserve Fund: $5,589,150.00;

(iii) to the Major Improvements Account of the Project Fund: $61,623,686.00;

(iv) to the Administrative Fund: $120,000.00; and

(v) to the Costs of Issuance Account of the Project Fund: $4,584,938.75.

Section 6.3 Pledged Revenue Fund.

(a) Upon receipt thereof, while the Bonds are Outstanding and beginning with the first year in which Assessments are being collected, the District shall transfer to the Trustee the Pledged Revenues for deposit into the Pledged Revenue Fund. From amounts deposited to the Pledged Revenue Fund, the District shall transfer or cause to be transferred Assessment Revenue with the Trustee as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service, including Sinking Fund Installments, on the Bonds next coming due, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, (iii) third, to the Additional Interest Reserve Account, amounts equal to the Additional Interest Reserve Requirement described in Section 6.7(a) hereof, and (iv) fourth, to pay other costs permitted or authorized by the Act.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first to the Reserve Account of the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the Assessed Parcel or Assessed Parcels to which the Foreclosure Proceeds relate, and second to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in the Reserve Account of the Reserve Fund or the Additional Interest Reserve Account, the Trustee, at the direction of the

District, may apply any Pledged Revenues remaining for any lawful purpose for which Assessments may be used under the Act.

Section 6.4 Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund, as provided in Section 6.7(f) herein, amounts to cover the amount of such insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Money in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

Date	Amount
March 15, 2022	$1,471,904.22
September 15, 2022	$1,933,888.75
March 15, 2023	$1,933,888.75
September 15, 2023	$1,933,888.75
March 15, 2024	$ 461,984.53

Any amounts on deposit to the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Major Improvements Account of the Project Fund, or if the Major Improvements Account of the Project Fund has been closed as provided in Section 6.5(f) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.5 Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof.

(b) Any funds received at Closing pursuant to the Construction Funding Agreement shall be applied as provided therein. Such provisions and procedures are herein incorporated by reference and deemed set forth herein in full.

(c) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to the instructions on the memorandum to be issued (the "Closing Memorandum") as of the Closing Date. Disbursements from the Major Improvements Account of the Project Fund to pay Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Closing Disbursement Request (attached as Exhibit B to the Construction Funding Agreement) or Certification for Payment (attached as Exhibit C to the Construction Funding Agreement). The Trustee shall disburse amounts from the Major Improvements Account of the Project Fund to pay Costs as provided in the Construction Funding Agreement. Each properly executed and completed Certification for Payment shall set forth the amount of the Costs to be paid from the Major Improvements Account of the Project Fund.

(d) If the District Representative determines in his or her sole discretion that amounts then on deposit in the Major Improvements Account of the Project Fund are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of the Major Improvements such that, in the opinion of the District Representative, it is unlikely that the amounts in the Major Improvements Account of the Project Fund will ever be expended for the purposes of the Major Improvements Account of the Project Fund, the District Representative shall file a District Order, approved in writing by the City, with the Trustee which identifies the amounts then on deposit in the Major Improvements Account of the Project Fund that are not expected to be used for purposes of the Major Improvements Account of the Project Fund. If such District Order is so filed, the amounts on deposit in the Major Improvements Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with this Indenture.

(e) In making any determination pursuant to this Section, the District Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(f) Upon the filing of a District Order stating that all Major Improvements have been completed and that all Costs allocable to the Assessed Parcels have been paid, or that any such Costs are not required to be paid from the Major Improvements Account of the Project Fund pursuant to a Certification for Payment, the Trustee shall transfer the amount, if any, remaining within the Project Fund to the Bond Fund or the Redemption Fund, as directed by a District Order filed with the Trustee, and the Project Fund shall be closed.

(g) Upon a determination by the District Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to the Major Improvements Account of the Project Fund and used to pay Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the District in a District Order filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6 Redemption Fund.

The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds as

provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7 Reserve Fund.

(a) The District agrees with the Owners of the Bonds, to accumulate, and when accumulated, maintain in the Reserve Account of the Reserve Fund an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture. The Trustee will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 15 and September 15 of each year, commencing March 15, 2022, the additional interest rate component of the Annual Installments, as directed by the District Representative, authorized by Section 372.018(a) of the PID Act. Once the Additional Interest Reserve Requirement has accumulated in the Additional Interest Reserve Account, all amounts in excess of the Additional Interest Reserve Requirement shall be transferred by the Trustee to the Redemption Fund to redeem Bonds as provided in Article IV.

(b) Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund as provided in subsection (f) of this Section 6.7, the Trustee shall provide written notice thereof to the District, specifying the amount withdrawn and the source of said funds.

(c) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, a proportionate amount in the Reserve Account of the Reserve Fund, as directed by the District Representative, shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to a percentage of the amount of the Bonds redeemed with such percentage equal to the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(d) Whenever, on any Interest Payment Date, or on any other date at the written request of a District Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the District Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty (30) days of such notice to the District Representative, the Trustee receives a District Order instructing the Trustee to apply such excess:

(i) to pay amounts due under Section 6.8 hereof or (ii) to the Major Improvements Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date of this Indenture if the excess is proceeds of the Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date, at the written request of the District Representative, the amount in the Additional Interest Reserve Account exceeds the Additional Interest Reserve Requirement, the Trustee shall provide written notice to the District of the amount of the excess. The amount of such excess on deposit in the Additional Interest Reserve Account shall be transferred by the Trustee to the Redemption Fund to redeem Bonds as provided in Article IV; provided, however, that at any time the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement, the Trustee shall resume depositing the additional interest rate component of the Annual Installments, into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has accumulated in the Additional Interest Reserve Account. The Trustee shall determine the value of cash and investments on deposit in the Additional Interest Reserve Account as of September 30 of each year. So long as no Event of Default under this Indenture shall have occurred and be continuing, if as of the date of such determination the value of cash and investments on deposit in the Additional Interest Reserve Account exceeds the Additional Interest Reserve Requirement for the Bonds, the Trustee shall transfer such excess at the written direction of the District.

(f) Whenever, on any principal payment date or Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Additional Interest Reserve Account of the Reserve Fund, and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the Bonds.

(h) If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount and redemption premium, if any, of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the money shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds as of such Interest Payment Date.

Section 6.8 Rebate Fund; Rebate Amount.

(a) The "Rebate Fund" is to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code.

(b) In order to assure that the Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the District and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the District.

(d) If, on any Computation Date (hereinafter defined), the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the District may direct the Trustee, pursuant to a District Order, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9 Administrative Fund.

(a) The District shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Administrative Expenses and the Delinquent Collection Costs.

(b) Money in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a District Order solely for the purposes set forth in the Service and Assessment Plan.

(c) The District may draw money from the Administrative Fund to pay organization, administrative, maintenance and operation expenses of the District and the other Administrative Expenses (as defined in the Service and Assessment Plan) (including the costs of issuing the Bonds) by delivery to the Trustee of a District Order or other written disbursement request. The Trustee shall deposit into the Administrative Fund all amounts required to be transferred to such Administrative Fund from the Pledged Revenue Fund pursuant to Section 6.3 hereof. Such amounts shall be applied by the District to pay Administrative Expenses as they become due.

Fees or charges incurred by the District payable to the Trustee in satisfaction of the District's liability to the Trustee for the services described herein shall be paid from the Administrative Fund. Other Administrative Expenses shall be paid from the Administrative Fund upon receipt by the Trustee of a District Order or other written disbursement request.

Section 6.10 Reserved.

Section 6.11 Investment of Funds.

(a) Money in any Fund established pursuant to this Indenture shall be invested by the Trustee as directed by the District pursuant to a District Order filed with the Trustee at least two

(2) days in advance of the making of such investment in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in Investment Securities; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of September 30. In the absence of a District Order filed with the Trustee, the Trustee shall have no responsibility to invest or reinvest money in any Fund established pursuant to this Indenture. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of money in any Fund shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any money is required to be transferred by the District to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the District monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

Section 6.12 Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII
COVENANTS

Section 7.1 Confirmation of Assessments.

The District hereby confirms, covenants, and agrees that, in the Assessment Order, it has levied the Assessments against the respective Assessed Parcels from which the Assessment Revenues will be collected and received.

Section 7.2 Collection and Enforcement of Assessments.

(a) For so long as any Bonds are Outstanding, the District covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments.

(b) The District will determine or cause to be determined, no later than March 1 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the District will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the District shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Parcel.

Section 7.3 Against Encumbrances.

(a) The District shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, the District shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Section 7.4 Records; Accounts; Accounting Reports.

The District hereby covenants and agrees that so long as any of the Bonds are Outstanding or any interest thereon remains outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and holder or holders of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the District by the Trustee or duly authorized representative, as

applicable. The District shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the District's regular business hours and on a mutually agreeable date not later than thirty days after the District receives such request.

Section 7.5 Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1 (b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1 (c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1 (b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The District shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the District shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times prior to the last Stated Maturity of Bonds:

(i) Not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the District or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The District covenants and agrees that the levied Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of Section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Assessments continue to meet such requirements for so long as the Bonds are Outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The District shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary of the Treasury may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the District shall, pursuant to a District Order, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such District Order and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's-length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The District hereby directs and authorizes the President and Vice President of the Board of Directors, or the Administrator, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII
LIABILITY OF DISTRICT

The District shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The District shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The District shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or event of default thereunder.

In the absence of bad faith, the District may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the District and conforming to the requirements of this Indenture. The District shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

Neither the Owners nor any other Person shall have any claim against the District or any of its officers, officials, agents, or employees for damages suffered as a result of the District's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the District, in accordance with the Bond Documents and the Act. Any such claim shall be payable only from Pledged Revenues or the Administrative Expenses. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the District or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The District may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or

document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The District may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture, the District shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the District, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or Administrator or other person designated by the Board of Directors to so act on behalf of the District, and such certificate shall be full warrant to the District for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the District may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the District may employ such persons or entities as it deems necessary or advisable. The District shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX
THE TRUSTEE

Section 9.1 Trustee as Registrar and Paying Agent

The Trustee accepts and agrees to execute the respective trusts imposed by this Indenture but only upon the terms set forth in this Article IX. The Trustee is hereby designated and agrees to act as Registrar and Paying Agent for and in respect to the Bonds.

Section 9.2 Trustee Entitled to Indemnity

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided however in no event shall the Trustee request or require indemnification as a condition for making any deposits, payments, or transfers when required hereunder or to deliver any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3 Responsibilities of the Trustee.

(a) The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the District and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any money paid to the District or others in accordance with this Indenture, except as to the application of any money paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code.

(b) The Trustee, prior to the occurrence of an Event of Default (hereinafter defined) with respect to the Bonds and after the curing or waiving 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 (it being agreed that the permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty). If an Event of Default has occurred and is continuing, the Trustee shall exercise 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 such person's own affairs.

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of the previous paragraph of this Section;

(ii) the Trustee shall not be liable for any action taken, or error of judgment made in good faith by any one of its responsible officers, employees or agents unless it is proved that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to this Indenture or in accordance with the exercising of any trust or power conferred upon it pursuant to this Indenture; and

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights of powers if it shall have grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it.

(d) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for such losses, damages or expenses which have been finally adjudicated by a court of competent jurisdiction to have directly resulted from the Trustee's its own negligence or willful misconduct. In no event shall the Trustee be

liable for incidental, indirect, punitive, special or consequential loss or damages whatsoever (including, but not limited to, loss of profit) in connection with or arising from this Indenture, irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(e) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any acts or omissions of any such attorney or agent appointed with due care.

(f) With the exception of an Event of Default described in Section 11.1(iii) hereof, the Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the District. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no Event of Default.

(g) Neither the Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the District, or any of its directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Trustee may assume performance by all Persons of their respective obligations. The Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other Person.

(h) In the event that any assets held 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 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.

(i) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture 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; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; 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.

Every provision of this Indenture that in any way relates to the Trustee is subject to this Section. The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the District.

Section 9.4 Property Held in Trust.

All money and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5 Trustee Protected in Relying on Certain Documents.

The Trustee may request, conclusively rely on and shall be protected in acting upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, e-mail, electronic transmission, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a District Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such District Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the District to the Trustee shall be sufficiently executed if executed in the name of the District by the District Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6 Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it hereunder prior to any Bonds Outstanding: provided, however, notwithstanding

anything herein to the contrary, the aggregate value of this Indenture shall not exceed the dollar limitation set forth in Section 2274.002(a)(2) of the Texas Government Code. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the District shall fail to make any payment required by this Section, the Trustee may make such payment from any money in its possession under the provisions of this Indenture (with the exception of the Rebate Fund) and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.7 Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the District or any committee formed to protect the rights of holders of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the holders of a majority of the Bonds.

Section 9.8 Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 60 days of notice, specifying the date when such resignation shall take effect, to the District and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor. In the event that a successor Trustee has not been approved within ninety (90) days of such notice, the Trustee has the right to seek appointment of a successor Trustee from a court of competent jurisdiction and shall be reimbursed for its costs and expenses (including reasonable attorneys' fees).

Section 9.9 Removal of Trustee.

The Trustee may be removed at any time on 30 days' advance written notice to the Trustee by (i) the Owners of at least a majority of the aggregate Outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the District, or (ii) so long as the District is not in default under this Indenture, the District. Copies of each such instrument shall be delivered by the District to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the District or the Owners of not less than 10% of the aggregate Outstanding principal of the Bonds.

Section 9.10 Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least twenty-five percent (25%) of the aggregate Outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the District.

Until such successor Trustee shall have been appointed by the Owners of the Bonds, the District shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the District providing for any such appointment shall be delivered by the District to the Trustee so appointed. The District shall mail notice of any such appointment to each Owner of any Outstanding Bonds within thirty (30) days after such appointment. Any appointment of a successor Trustee made by the District immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the District shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee, to any rating agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

The Trustee shall not be responsible or liable for the acts or omissions of any successor trustee, nor shall it be responsible or liable for any costs of appointment or transition of such successor trustee.

Section 9.11 Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the District an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all money, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the District or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any money or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the District be required by such successor for more fully and certainly vesting in and confirming to it any such money, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the District.

Section 9.12 Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be converted or merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13 Trustee To File Continuation Statements.

If necessary, and after receipt of copies of the originally filed financing statements, if any, the Trustee may file or cause to be filed, such continuation statements as may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14 Trustee Representations.

(a) Certificate of Interested Parties Form 1295. The Trustee represents and warrants that it is exempt from the requirement to file a Certificate of Interested Parties Form 1295 prescribed under Section 2252.908 of the Texas Government Code.

(b) No Boycott of Israel; No Business With Sanctioned Countries. The Trustee 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 Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or 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 Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

The Trustee represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, 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 Trustee and any of its respective parent companies, 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 Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Section 9.15 Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds.

ARTICLE X
MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1 Amendments Permitted.

This Indenture and the rights and obligations of the District and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of the Bonds of at least fifty one percent (51%) of the aggregate principal amount of the Bonds then Outstanding and District approval of such

modification or amendment. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the District to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the District of any pledge or lien upon the Pledged Revenues superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by Applicable Laws or this Indenture), or reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights, immunities, indemnities, or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the District and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the District in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the District;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the District and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(iv) to authorize a series of Refunding Bonds, and, in connection therewith, to specify and determine the matters and things referred to in the Indenture and also any other matters and things relative to such Refunding Bonds which are not in conflict with the Indenture as theretofore in effect, or to amend, modify, or rescind any such authorization, specification, or determination at any time prior to the first delivery of such Refunding Bonds; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Before the District and the Trustee may enter into any amendment to this Indenture, there must be delivered to the Trustee and the District an opinion of Bond Counsel stating that such amendment (i) is authorized or permitted under this Indenture and the Applicable Laws, (ii) complies with their respective terms, (iii) will, upon execution and delivery thereof, be valid and binding on the District in accordance with its terms, and (iv) will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes, to the extent such Bonds are issued on a tax-exempt basis.

Section 10.2 Owners' Meetings

The District may at any time call a meeting of the Owners of the Bonds. In such event the District is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3 Procedure for Amendment with Written Consent of Owners.

The District and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the District shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the District and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60) day period.

Section 10.4 Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith,

the respective rights, duties, and obligations under this Indenture of the District and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5 Endorsement or Replacement of Bonds Issued After Amendments.

The District may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the District, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the District may select and designate for that purpose, a suitable notation shall be made on such Bond. The District may determine that new Bonds, so modified as in the opinion of the District is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6 Amendatory Endorsement of Bonds .

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7 Waiver of Default.

With the written consent of at least fifty one percent (51%) in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the District with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

ARTICLE XI
DEFAULT AND REMEDIES

Section 11.1 Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the District to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the District to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of principal of or interest on the Bonds when the same becomes due and payable, and such failure is not remedied within thirty (30) days thereafter; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the District under this Indenture and the continuation thereof for a period of sixty (60) days after written notice to the District by the Trustee, or by the Owners of at least 51% of the aggregate Outstanding principal amount of the Bonds with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

Section 11.2 Immediate Remedies for Events of Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee, upon the direction of Owners of at least 51% of the aggregate principal amount of the Bonds then Outstanding, may proceed against the District for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the District may be sought or shall be permitted.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the District shall determine, in its absolute discretion, and shall instruct the Trustee by District Order, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the District shall fail to deliver to the Trustee such District Order, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the District by reason of such selection, liquidation or sale.

(d) Whenever money is to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the District, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization,

necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the District shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3 Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for sixty (60) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such sixty (60) day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, 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 any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the District to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners of Bonds shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the District, the Trustee and the Owners 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 11.4 Application of Revenues and Other Money After Event of Default.

(a) All money, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection

of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, the Trustee, on behalf of the District, notwithstanding Section 11.2 hereof, be applied by the Trustee to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners of Bonds entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price or the amount to be redeemed plus accrued interest to the date thereof, as applicable, of any Bonds which shall have become due, whether at maturity or by call for redemption and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners of the Bonds pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the District to its prior position after any and all Events of Default have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default or Event of Default under this Indenture or impair any right consequent thereon.

Section 11.5 Effect of Waiver.

No delay or omission of the Trustee, or any Owner, 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 an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6 Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of

the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bond in respect of anything done or suffered to be done by the District or the Trustee in accordance therewith.

Section 11.7 No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8 Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9 Exclusion of Bonds.

Bonds owned or held by or for the account of the District will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the District shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

ARTICLE XII
GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1 Representations as to Pledged Revenues.

(a) The District represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Pledged

Revenues in the manner and to the extent provided in this Indenture, and that the Pledged Revenues are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The District shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Pledged Revenues and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The District will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the District, to the affected property owners on the same statement or such other mechanism that is used by the City or other taxing unit with territory within the boundaries of the District to collect ad valorem taxes, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City or other taxing unit with territory within the boundaries of the District.

Section 12.2 Accounts; Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the District, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 12.3 General.

The District shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the District under the provisions of this Indenture.

ARTICLE XIII
SPECIAL COVENANTS

Section 13.1 Further Assurances; Due Performance.

(a) At any and all times the District will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The District will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2 Other Obligations or Other Liens; Additional Obligations.

(a) The District reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment orders, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds, the District will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and, will not do or omit to do or suffer to be or omitted to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Pledged Revenues or Pledged Funds; provided, however, that nothing in this Section shall require the District to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

(c) Notwithstanding any contrary provisions of this Indenture, the District shall not issue additional bonds, notes, or other obligations under this Indenture, secured by any pledge of or other lien or charges on the Pledged Revenues or other property of the Trust Estate pledged under this Indenture other than Refunding Bonds. The District reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the state of Texas.

Section 13.3 Books of Record.

The District shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the District, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds.

The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default or Event of Default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV
PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1 Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2 Satisfaction of Indenture.

If the District shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the District to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the District copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the District may determine if this Indenture is satisfied; if so, the Trustee shall pay over or deliver all money held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the District.

Section 14.3 Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee money in an amount which shall be sufficient, and/or Defeasance Securities the principal of and the interest on which when due will provide money which, together with any money deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or Stated Maturity thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the District verifying the sufficiency of the money and/or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or Stated Maturity thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor money deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds and shall not be part of the Trust Estate. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the District maturing at times and in amounts

sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or Stated Maturity thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV
MISCELLANEOUS

Section 15.1 Benefits of Indenture Limited to Parties.

Except as provided in Section 15.10 hereof, nothing in this Indenture, expressed or implied, is intended to give to any Person other than the District, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Except as provided in Section 15.10 hereof, any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the District shall be for the sole and exclusive benefit of the Owners and the Trustee. This Indenture 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.

Section 15.2 Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the District or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the District or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3 Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register. Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the District or the Trustee in good faith and in accordance therewith.

Section 15.4 Waiver of Personal Liability.

No member, officer, agent, or employee of the District shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5 Notices to and Demands on District and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any District Certificate or District Order, shall be in writing and shall be telexed, delivered by hand, mailed by first class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the District:	North Parkway Municipal Management District No. 1 500 Winstead Building 2728 N. Harwood Street Dallas, Texas 75201 Attn: Ross S. Martin rmartin@winstead.com Fax: 214-745-5390
If to the Trustee or the Paying Agent/Registrar:	Wilmington Trust, National Association 15950 North Dallas Parkway Suite 550 Dallas, Texas 75248 Attn: Regina Velasquez rvelasquez@wilmingtontrust.com Fax: 972-385-0844
If to the City:	City of Celina 142 N. Ohio Street Celina, Texas 75009 Attn: City Manager

Any such notice, demand, or request may also be transmitted to the appropriate party by telegram or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee agrees to accept and act upon instructions or directions pursuant to the Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the District shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the District elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk or interception and misuse by third parties.

Section 15.6 Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The District hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7 Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas. With respect to this Indenture and any conflicts arising therefrom, the parties hereby (i) irrevocably submit to the exclusive jurisdiction of any federal district or state district court with jurisdiction in Collin County, Texas, (ii) waive any objection to laying of venue in any such action or proceeding in such courts, and (iii) waive any objection that such courts are an inconvenient forum or do not have jurisdiction over any party. 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 15.8 Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next

succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9 Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10 Amendment of Construction Funding Agreement and Development Agreement.

The District, the Developer and the City may amend the Construction Funding Agreement and the Development Agreement from time to time without the consent or approval of the Owners or the Trustee.

[*Signature page follows*]

IN WITNESS WHEREOF, the District and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1

By:_____
President, North Parkway Municipal Management District No. 1

Attest:

_____
Secretary, North Parkway Municipal Management District No. 1

[DISTRICT SEAL]

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By:_____
Authorized Officer

EXHIBIT A

(a) Form of Bond

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY OF CELINA, TEXAS, THE DISTRICT, THE STATE OF TEXAS, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No._____

REGISTERED
$_____

United States of America,
State of Texas
NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2021
(MAJOR IMPROVEMENTS PROJECT)

INTEREST RATE ____%	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
	_____	_____	_____

North Parkway Municipal Management District No. 1 (the "District"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 15 and September 15 of each year, commencing March 15, 2022, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office"), of Wilmington Trust, National Association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the District having the designation specified in its title (herein referred to as the "Bonds"), dated as of the date of delivery and issued in the aggregate principal amount of $81,175,000 and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of October 1, 2021 (the "Indenture"), by and between the District and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the District, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Costs of the Major Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvements, (iii) funding a reserve fund for payment of principal of and interest on Bonds, (iv) paying Administrative Expenses payable from Bond proceeds, if any, and (v) paying the costs of issuing the Bonds. The Bonds are limited obligations of the District payable solely from the Trust Estate (as defined in the Indenture). Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the District, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the District to make money available to pay this Bond may be defeased by the deposit of money and/or certain Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of $25,000 and any multiple of $1,000 in excess thereof.

The Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the District in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from money available for such purpose in the Redemption Fund pursuant to Article VI of the Indenture, on the dates and in the principal amounts as set forth in the following schedule:

$4,462,000 Term Bond, Maturing on September 15, 2026

Redemption Dates (September 15)	Sinking Fund Installments
2024	$1,430,000
2025	1,487,000
2026*	1,545,000

$8,805,000 Term Bond, Maturing on September 15, 2031

Redemption Dates (September 15)	Sinking Fund Installments
2027	$1,607,000
2028	1,680,000
2029	1,757,000
2030	1,838,000
2031*	1,923,000

$25,433,000 Term Bond, Maturing on September 15, 2041

Redemption Dates (September 15)	Sinking Fund Installments
2032	$2,011,000
2033	2,114,000
2034	2,222,000
2035	2,335,000
2036	2,455,000
2037	2,581,000
2038	2,713,000
2039	2,852,000
2040	2,998,000
2041*	3,152,000

$42,475,000 Term Bond, Maturing on September 15, 2051

Redemption Dates (September 15)	Sinking Fund Installments
2042	$3,314,000
2043	3,493,000
2044	3,681,000
2045	3,880,000
2046	4,090,000
2047	4,311,000
2048	4,544,000
2049	4,790,000
2050	5,049,000
2051*	5,323,000

* maturity

At least forty-five (45) days prior to each sinking fund redemption date, the Trustee shall select a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

The principal amount of Bonds of a stated maturity required to be redeemed on any sinking fund redemption date shall be reduced, at the option of the District, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the sinking fund redemption date shall have been acquired by the District at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 45 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption, extraordinary optional redemption, or extraordinary mandatory redemption provisions of the Indenture and not previously credited to a mandatory sinking fund redemption.

The District reserves the right and option to redeem Bonds maturing on or after September 15, 2041 before their scheduled maturity dates, in whole or in part, on any date on or after September 15, 2031, such redemption date or dates to be fixed by the District, at a redemption price equal to par plus accrued interest to the date fixed for redemption (the "Redemption Price").

The District reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on the first day of any month, at 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued and unpaid interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments transferred to the Redemption Fund pursuant to the Indenture.

The Bonds are subject to extraordinary mandatory redemption before their respective scheduled maturity dates, in whole or in part, on the next scheduled Interest Payment Date at a redemption price equal to 100% of the aggregate principal amount of the Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption to the extent that money is transferred to the Redemption Fund as a result of unexpended amounts in the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price or the amount of Bonds to be redeemed plus accrued interest to the date thereof, as applicable, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the District and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the District with certain past defaults under the Bond Order or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the District nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The District, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record

Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, THE DISTRICT, THE STATE OF TEXAS, OR ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the District, including the Bonds, does not exceed any Constitutional or statutory limitation.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Board of Directors of the District has caused this Bond to be executed under the official seal of the District.

_____
President, North Parkway Municipal Management
District No. 1

_____
Secretary, North Parkway Municipal Management
District No. 1

[District Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond;

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO.
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this_____

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

DATED:_____

_____

By:
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____

_____

_____

(Social Security or other identifying number:_____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date:_____

_____

Signature Guaranteed By:

_____

_____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this section, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on September 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates

(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

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APPENDIX C

FORM OF SERVICE AND ASSESSMENT PLAN

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NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1

SERVICE AND ASSESSMENT PLAN

October 6, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1

SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

The 86th Texas Legislature passed House Bill 4706 approving and authorizing the creation of North Parkway Municipal Management District No. 3, subsequently renamed North Parkway Municipal Management District No. 1 (the "District") to finance the costs of certain public improvements for the benefit of property in the District, all of which is located within the corporate boundaries of the City of Celina (the "City").

The property in the District is proposed to be developed in multiple phases. Assessments will be imposed on the property that receives a special benefit from the public improvements to be financed. Major Improvement Assessments will be assessed on property utilizing such improvements.

The public improvements are anticipated to be financed through bonds to be issued under Chapter 3986, Texas Special District Local Laws Code (the "Creation Legislation"), Chapter 375, Texas Local Government Code (the "MMD Act") and Chapter 372 of the Texas Local Government Code, "Improvement Districts in Municipalities and Counties" (as amended, the "PID Act. This Service and Assessment Plan ("the "Service and Assessment Plan" or the "Plan") has been prepared pursuant to Subchapter F of the MMD Act and Sections 372.013, 372.014, 372.015 and 372.016 of the PID Act. According to Section 372.013 of the PID Act, a service plan "must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is described in Section V of this Service and Assessment Plan. Section 372.014 of the PID Act states that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section IV.

Section 372.015 of the PID Act states that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the costs of the Authorized Improvements to the property in the District is included in Section IV of this Service and Assessment Plan.

Section 372.016 of the PID Act states that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Major Improvements Assessment Roll is attached hereto as Appendix G of this Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment described in Section IV of this Plan.

B. Definitions

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"**Actual Cost(s)**" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the District. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed and accepted by the District or the City or construction management fees in an amount that exceeds five (5) percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated. Actual Costs also may be paid to the Developer or any other person or entity only in the capacity of construction manager or only in the capacity of general contractor but not both.

"Additional Interest Component" mean the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate charged on the Assessments pursuant to Section 375.121 of the MMD Act and Section 372.018 of the PID Act.

"Additional Interest Reserve" has the meaning set forth in Section V.F of this Service and Assessment Plan.

"Administrator" means the employee or designee of the District who shall have the responsibilities provided for herein, in the Indenture, or in another agreement approved by the Board of Directors.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of: (i) creating and organizing the District, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative,

organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the District, (iii) computing, levying, billing and collecting Assessments or the installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the Creation Legislation, the MMD Act, the PID Act and codes with respect to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (x) administering the construction of the Authorized Improvements, and (xi) all of the types of costs described in (i) through (x) owed to the City that were incurred fulfilling obligations under the Creation Legislation, contractual agreements with the City, the District, or the Developer or other applicable law. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of Administrative Expenses.

"Annual Installment" means, with respect to each Assessed Property, each annual payment of: (i) the Assessment including the applicable interest, as shown on the Assessment Roll attached hereto as Appendix G, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest described in Section IV of this Service and Assessment Plan, and (iii) the Administrative Expenses.

"Annual Service Plan Update" means an annual update to the Service and Assessment Plan of the District, as required by Section 372.013, Texas Local Government Code.

"Assessed Property" means the property that benefits from the Authorized Improvements to be provided by the District on which Assessments have been imposed as shown in the Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the District other than Non-Benefitted Property.

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Order and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions herein and the PID Act.

"Assessment Order" means an Assessment Order adopted by the Board of Directors approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

"Assessment Revenues" mean the revenues actually received by the District from Assessments.

"Assessment Roll" means the Major Improvements Assessment Roll for any or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service and Assessment Plan Update.

"Authorized Improvements" mean those public improvements and improvement projects described in Section 3986.0302 of the Creation Legislation or Section 375.112 of the MMD Act designed, constructed, and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Authorized Improvement Costs" mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements, as shown in Appendix B.

"Board of Directors" means the board of directors of the District.

"Bonds" mean any bonds secured by the Assessment Revenues issued by the District in one or more series.

"Certification for Payment" means the document to be provided by the Developer or construction manager to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Celina, Texas.

"City Council" means the governing body of the City.

"Creation Legislation" means Chapter 3986 of the Texas Special District Local Laws Code.

"Delinquent Collection Costs" mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Developer" means, collectively, MM Celina 3200, LLC and any of its successors or assigns developing lands within the District.

"Development Agreement" means the Development, Settlement and Annexation Agreement with an effective date of September 8, 2020, between the City and Dynavest Joint Venture, as amended by a First Amendment to Development, Settlement and Annexation Agreement, between the City, MM Celina 3200, LLC, and the District, with an effective date of August 2, as amended by the Second Amendment to Development, Settlement and Annexation Agreement, between the City, MM Celina 3200, LLC, and the District, effective as of September 14, 2021, and as may be further amended from time to time in accordance with its terms.

"District" has the meaning set forth in Section I.A.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"Homeowner Association Property" means property within the boundaries of the District that is owned by or dedicated to, whether in fee simple or through an exclusive use easement, a home

owners' association established for the benefit of a group of homeowners or property owners within the District.

"**Indenture**" means any indenture, trust agreement, ordinance, or similar document setting forth the terms and provisions relating to any series of Bonds, as may be amended or supplemented from time to time.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the Official Public Records of Collin County, Texas.

"Lot Type" means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, golf course etc.), as determined by the Administrator and confirmed by the Board of Directors. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final average home value for each Lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the Lot, as determined by the Administrator and confirmed by the Board of Directors.

"**Major Improvements**" means Authorized Improvements which benefit the Major Improvements Assessed Property within the District and are described in Section III.B.

"Major Improvements Assessed Property" means the property identified on Appendix G-1.

"Major Improvements Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the MMD Act and the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service and Assessment Plan Update.

"Major Improvement Bonds" means the North Parkway Municipal Management District No. 1 Special Assessment Revenue Bonds, Series 2021 (Major Improvements Project) dated October 1, 2021, that are secured by Assessments levied on the Major Improvements Assessed Property.

"Non-Benefitted Property" means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property, easements that create an exclusive use for a public utility provider, and property designated as non-benefitted property in the Assessment Ordinance. Property identified as Non-Benefitted Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel is not assessed. Assessed Property converted to Non-Benefitted Property, if the Assessments may not be reallocated pursuant to Section VI.C remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.D.

"Parcel" means a property identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purpose, by metes and bounds description,

by lot and block number in a final subdivision plat recorded in the Official Public Records of Collin County, or by any other means determined by the City.

"**Prepayment Costs**" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the District as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the District that is owned by or dedicated to the federal government, the State of Texas, Collin County, the District, the City, a school district, a public utility provider or any other public agency, whether in fee simple or through an exclusive use easement.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the District pursuant to the PID Act, as the same may be updated and/or amended from time to time.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

"Trustee" means the fiscal agent or trustee as specified in the Indenture, including a substitute fiscal agent or trustee.

"**Zoning Ordinance**" means Ordinance No. 2021-67 adopted by the City Council on August 10, 2021, which ordinance establishes the permitted uses of, and standards for the development of the property within the District, as amended from time to time.

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II. PROPERTY INCLUDED IN THE DISTRICT

A. PROPERTY INCLUDED IN THE DISTRICT

The area constituting the District is depicted in Appendix A to this Service and Assessment Plan. The District is located within the corporate limits of the City of Celina, Texas, within Collin County, Texas. The District's final boundaries shall contain approximately 3,210 acres.

At completion, the District is expected to consist of approximately 6,955 single family residential units as well as associated rights-of-way, landscaping, and infrastructure necessary to provide roadways and utilities to the District. The estimated number of lots and the classification of each lot are based upon the Zoning Ordinance. Table II-A below shows the proposed development plan for the District.

Table II-A
Proposed Development Plan

Proposed Development	Quantity	Measurement
Single-family - 60 Ft	1,095	Units
Single-family - 50 Ft	3,637	Units
Single-family - 40 Ft	2,223	Units
Total	**6,955**	**Units**

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

Section 3986.0302 of the Creation Legislation states that "the district may provide, design, construct, acquire, improve, relocate, operate, maintain, or finance an improvement project or service under this chapter or Chapter 375, Local Government Code." Section 3986.0504(c) of the Creation Legislation further provides that "the District may issue, by public or private sale, bonds, notes, or other obligations payable wholly or partly from assessments in the manner provided by Subchapter A, Chapter 372, Local Government Code, if the improvement financed by an obligation issued under this section will be conveyed to or operated and maintained by a municipality or other retail utility provider pursuant to an agreement with the District entered into before the issuance of the obligation."

Section 375.112 of the MMD Act describes the improvement projects that may be undertaken by the District to include the construction, acquisition, improvement, relocation, operation, maintenance, or provision of:

(1) landscaping; lighting, banners, and signs; streets and sidewalks; pedestrian skywalks, crosswalks, and tunnels; seawalls; marinas; drainage and navigation improvements; pedestrian malls; solid waste, water, sewer, and power facilities, including electrical, gas, steam, cogeneration, and chilled water facilities; parks, plazas, lakes, rivers, bayous, ponds, and recreation and scenic areas; historic areas; fountains; works of art; off-street parking facilities, bus terminals, heliports, and mass transit systems; theatres, studios, exhibition halls, production facilities and ancillary facilities in support of the foregoing; and the cost of any demolition in connection with providing any of the improvement projects;

(2) other improvements similar to those described in Subdivision (1);

(3) the acquisition of real property or any interest in real property in connection with an improvement, project, or services authorized by this chapter, Chapter 54, Water Code, or Chapter 365 or 441, Transportation Code;

(4) special supplemental services for advertising, economic development, promoting the area in the District, health and sanitation, public safety, maintenance, security, business recruitment, development, elimination or relief of traffic congestion, recreation, and cultural enhancement; and

(5) expenses incurred in the establishment, administration, maintenance, and operation of the district or any of its improvements, projects, or services.

After analyzing the public improvement projects authorized by the Creation Legislation and the MMD Act, the Board of Directors has determined that the Authorized Improvements described

in Section III.B should be undertaken by the District for the benefit of the property within the District.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit a majority of the District. The costs of the Major Improvements are allocated proportionally throughout the entire District, excluding Non-Benefitted Property, in a manner that anticipates planned development of the District based on the Equivalent Units as calculated and shown in Appendix F using the planned lot types, anticipated number of lots and estimated average home values.

Major Improvements - Road Improvements

The roadway improvement portion of the Major Improvements consists of the construction of entrance road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Major Improvements Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Major Improvements - Utility Improvements

Water Improvements

The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Major Improvements Assessed Property. The water improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Major Improvements Assessed Property. The sanitary sewer improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Major Improvements Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Major Improvements consist of right of way acquisition and district formation costs.

Table III-A
Estimated Major Improvement Costs

Authorized Improvements	Total Major Improvement Costs[1]
Roadway improvements	$26,606,558
Water improvements	$9,417,212
Sanitary sewer improvements	$12,854,641
Storm drainage improvements	$4,695,275
Other soft and miscellaneous costs:	
Right of way acquisition	$5,000,000
District formation costs	$3,050,000
Total Authorized Improvements	**$61,623,686**

1 - The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items.

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IV. SERVICE PLAN

A. INTRODUCTION

The PID Act requires the Service Plan (i) cover a period of at least five years, and (ii) define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. It is anticipated that it will take approximately eighteen to twenty four months to complete all of the Major Improvement and for the City to accept such improvements.

The Actual Costs for the Major Improvements plus costs related to the issuance of the Major Improvement Bonds, and payment of expenses incurred in the establishment, administration and operation of the District is $81,336,016 as shown in Table IV-A. The service plan shall be reviewed and updated each year for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll. Any update to this Service and Assessment Plan is herein referred as an "Annual Service and Assessment Plan Update."

Table IV-A summarizes the sources and uses of funds required to construct the Major Improvements and issue the Major Improvement Bonds. The sources and uses of funds shown in Table IV-A shall be updated each year in the Annual Service and Assessment Plan Update to reflect any budget revisions and Actual Costs.

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Table IV-A
Major Improvement Bonds
Estimated Sources and Uses of Funds

Sources of Funds	Major Improvement Bonds
Par amount	$81,175,000
Bond premium	$161,830
Total Sources	**$81,336,830**
Uses of Funds	
Major Improvements:	
Road improvements	$26,606,558
Water improvements	$9,417,212
Sanitary sewer improvements	$12,854,641
Storm drainage improvements	$4,695,275
Right of way acquisition	$5,000,000
District formation costs	$3,050,000
Subtotal	*$61,623,686*
Bond Issuance Costs:	
Cost of issuance	$4,584,939
Capitalized interest	$7,735,555
Reserve fund	$5,589,150
Administrative Expense	$120,000
Underwriter's discount	$1,683,500
Subtotal	*$19,713,144*
Total Uses	**$81,336,830**

1 – See table III-A and Appendix B for details

The Major Improvement Bonds are being issued to finance and/ or reimburse the Developer for all or a portion of the Major Improvements and estimated costs to issue the Major Improvement Bonds, as shown in Table IV-A. The Developer will continue to be obligated to construct and pay all costs of the Major Improvements regardless of the amount available for reimbursement of such costs from proceeds of the Major Improvement Bonds.

B. Five Year Service Plan

The annual projected costs and annual projected indebtedness for the District is shown in Table IV-B on the following page. The annual projected costs and indebtedness are subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-B
Annual Projected Costs and Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Major Improvement Annual Installments
2021	$10,167,104	$81,336,830	$0	$0
2022	$40,668,415	$0	$0	$0
2023	$30,501,311	$0	$0	$528,275
2024	$0	$0	$0	$5,366,516
2025	$0	$0	$0	$5,829,010
2026	$0	$0	$0	$5,828,218
2027	$0	$0	$0	$5,829,085
Total	**$81,336,830**	**$81,336,830**	**$0**	**$23,381,104**

1 – Annual projected costs assume third quarter 2023 completion of the Major Improvements.

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Major Improvements shown in Table III-A and the costs associated with setting up the District and costs of issuance including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. HOMEBUYER DISCLOSURE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan Update include a copy of the notice form required by Section 5.014 of the Texas Property Code. The District may include the required disclosure in its notice to purchaser as long as the notice complies with and provided the information from this Service and Assessment Plan as required by Section 5.014 of the Texas Property Code. The homebuyer disclosure is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act and the MMD Act require the Board of Directors to apportion the Actual Cost of the Authorized Improvements on the basis of special benefits conferred upon the Property because of the Authorized Improvements. The Actual Costs may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefitted. The Board of Directors may establish by order reasonable classifications and formulas for the apportionment of the cost between the District and the area to be assessed and the methods of assessing the special benefits for various classes or improvements.

Parcels are only assessed for the special benefits conferred upon the Parcel because of the Major Improvements.

This section of the Service and Assessment Plan currently describes the special benefit received by each Parcel within the District as a result of the Major Improvements, provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments, and establishes the methodologies by which the Board of Directors allocates and reallocates the special benefit of the Major Improvements to Parcels in a manner that results in equal share of the Actual Cost being apportioned to Parcels similarly benefitted. The determination by the Board of Directors of the assessment methodologies set forth below is the result of the discretionary exercise by the Board of Directors of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the District shown in Table IV-A are authorized by the MMD Act and the PID Act.

Each of the owners of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

Each owner of the Assessed Property has ratified, confirmed, accepted, agreed to and approved; (i) the determinations and finding by the Board of Directors as to the special benefits described in this Service and Assessment Plan and the Assessment Order; (ii) the Service and Assessment Plan and the Assessment Order, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the Zoning Ordinance requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs through the District has been determined by the Board of Directors to be the most beneficial means of doing so. As a result, the Assessments result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the Board of Directors.

C. ASSESSMENT METHODOLOGY

The Actual Costs may be assessed by the Board of Directors against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the amount of the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefitted.

1. *Assessment Methodology*

For purpose of this Service and Assessment Plan, the Board of Directors has determined that the Actual Costs of the Major Improvements with the Major Improvement Bonds shall be allocated to the Major Improvements Assessed Property by spreading the entire Assessment across the Parcels to be assessed based on the estimated Equivalent Units as calculated and shown in Appendix F using the types, number and average home value of the Lots anticipated to be developed on each Parcel within the Major Improvements Assessed Property.

Based on the Actual Costs provided by KFM Engineering & Design for the Major Improvements that benefit the District, as set forth in Table VII-A, the Board of Directors has determined that the benefit to The Major Improvements Assessed Property from the Authorized Improvements is at least equal to the Assessments levied on the Major Improvements Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the Board of Directors. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the Board of Directors has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater

consumption, and larger, more expensive homes are likely to be built on larger, more valuable Lots.

The Assessment and Annual Installments for each Parcel or Lot of the Major Improvements Assessed Property is shown on the Major Improvements Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan.

D. ASSESSMENT AND ANNUAL INSTALLMENTS

The Assessments for the Major Improvement Bonds will be allocated to each Lot Type as shown in Appendix F and levied on each Parcel according to the Major Improvements Assessment Roll, attached hereto as Appendix G. The Annual Installments for the Major Improvement Bonds will be collected at the time and in the amounts shown on the Major Improvements Assessment Roll subject to any revisions made during an update to this Service and Assessment Plan.

E. ADMINISTRATIVE EXPENSES

The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown the Major Improvements Assessment Roll, which may be revised based on actual costs incurred in any update to this Service and Assessment Plan.

F. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%) (the "Additional Interest"). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs (the "Additional Interest Reserve"). The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the District may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture.

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VI. TERMS OF THE SPECIAL ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS

The Assessments and Annual Installments for each Major Improvements Assessed Property are shown on the Major Improvements Assessment Roll in Appendix G.

The Assessment and Annual Installments shall not be changed except as authorized under the terms of this Service and Assessment Plan and the MMD Act, the Creation Legislation, and the PID Act. The Annual Installments shall be collected from the Major Improvements Assessed Property in an amount sufficient to pay (i) the principal and interest on the Major Improvement Bonds, (ii) to fund the Additional Interest Reserve, (iii) to fund any required reserve fund, and (iv) to cover the Administrative Expenses of the District.

B. REALLOCATION OF ASSESSMENTS

Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Parcel prior to the division among the newly divided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:
A = the Assessment for the new divided Lot
B = the Assessment for the Lot prior to division
C = the Equivalent Units of the new divided Lot
D = the sum of the Equivalent Units for all of the new divided Lots

The calculation of the Equivalent Units of a Parcel shall be performed by the Administrator based on information available in the Official Public Records of Collin County, Texas regarding the Assessed Property and development related information provided by the property owners. The calculation as confirmed by the Board of Directors shall be conclusive.

The sum of the Assessments for all newly divided Parcels shall equal the Assessment for the Parcels prior to subdivision. The calculation shall be made separately for each newly divided Parcel. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the Board of Directors.

1. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded Subdivision Plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the new subdivided Lot
B = the Assessment for the Lot prior to subdivision
C = the Equivalent Units of the new divided Lot
D = the sum of the Equivalent Units for all of the new divided Lots

Prior to the recording of a subdivision plat, the Developer shall provide the District and the Administrator an estimated average home value by Lot Type as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact the average home value and any other information available to the Developer. The calculation of the Equivalent Units for a Lot shall be performed by the Administrator and confirmed by the Board of Directors based on information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records Collin County, Texas regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the Board of Directors.

2. Upon Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this Service and Assessment Plan approved by the Board of Directors.

C. Mandatory Prepayment of Assessments

If Assessed Property or portion thereof is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefitted Property, the owner of such Parcel or portion thereof shall pay the full

amount of the Assessment, plus all Prepayment Costs, for such Parcel or portion thereof prior to any such transfer or act; provided, however that such mandatory prepayment of assessment shall not be required for portions of a Parcel that are dedicated for use as internal roads, parks and other similar, public improvements prior to the recording of the plat for a Parcel that has been subdivided, in which case the Assessment that was allocated to that certain Parcel in which the public improvement is located will be reallocated to similarly benefitted Parcels, as more fully described in Section VI.B; provided, however, that reallocation of an Assessment for a Parcel that is a homestead under Texas Law may not exceed the Assessment prior to reallocation.

D. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Assessed Property shall be reduced by the Board of Directors pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds.

2. If the Authorized Improvements to be funded with a series of Bonds are not undertaken o completed by the District, resulting in excess Bond proceeds being available to redeem Bonds of such series, the Assessment securing such series of Bonds for each Assessed Property shall be reduced by the Board of Directors to reflect only the Actual Costs that were expended, and such excess Bond proceeds shall be applied to redeem Bonds of such series. The Board of Directors shall reduce such Assessments for each Assessed Property pro rata such that the sum of the resulting reduced Assessments equals the Actual Costs with respect to such Authorized Improvements that were undertaken. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds.

E. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel or Lot may be paid in full at any time. Payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of an Assessment and all Prepayment Costs, the District shall deposit the payment in accordance with the Indenture; whereupon the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the Parcel or Lot owner, the Assessment on any Parcel or Lot plus Prepayment Costs may be paid in part in an amount sufficient to allow for redemption of Bonds in authorized denominations as determined by the Administrator. Upon the payment of such amounts for a Parcel or Lot, the Assessment for the Parcel or Lot shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel or Lot shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the District may collect interest and collection costs on the outstanding Assessment. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Major Improvements Assessment Roll, which includes interest on the outstanding Assessment and Administrative Expenses.

The Annual Installments as listed on the Major Improvements Assessment Roll have been calculated using an interest rate on the Major Improvement Bonds of 3.65% for years 1 through 5 (2022-2026), 4.25% for years 6 through 10, (2027-2031), 4.75% for years 11 through 20 (2032-2041) and 5.00% for years 21-30 (2042-2051). The Annual Installments may not exceed the amounts shown on the Major Improvements Assessment Roll, except pursuant to any amendment or update to this Service and Assessment Plan.

The Annual Installments shall be reduced to equal the actual costs of repaying the related series of Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The District reserves and shall have the right and option to refund the Bonds in accordance with Section 375.204 of the MMD Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the order and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute "Bonds" for purposes of this Service and Assessment Plan.

F. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the Board of Directors shall approve, an Annual Service and Assessment Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service and Assessment Plan Update shall

include an updated Major Improvements Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment collected for Bonds that have been issued by the District shall be reduced by any credits applied under the applicable Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the District in the same manner and at the same time as ad valorem taxes for other entities and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes. The Board of Directors may provide for other means of collecting the Annual Installments to the extent permitted under the MMD Act or the PID Act. The Assessments shall have lien priority as specified in the Creation Legislation, the MMD Act, and the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be assessed on September 1 and shall be due on October 1 of that year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

G. SURPLUS FUNDS REMAINING IN MAJOR IMPROVEMENT BOND ACCOUNT

If proceeds of the Major Improvement Bond proceeds still remain after all of the Major Improvements are constructed and conveyed to the City, the proceeds may be utilized in accordance with the Indenture.

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VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENTS ASSESSMENT ROLL

Each Parcel within the District has been evaluated by the Board of Directors (based on the Zoning Ordinance, developable area, proposed Homeowner Association Property and Public Property, the Major Improvements, best and highest use of land, and other development factors deemed relevant by the Board of Directors) to determine the amount of Assessed Property within the Parcel.

The Major Improvements Assessed Property will be assessed for the special benefits conferred upon the property because of the Major Improvements. Table VII-A summarizes the $81,175,000 in special benefit received by the Major Improvements Assessed Property from the Major Improvements including the costs of District formation, and Bond issuance costs. The total amount of Major Improvements is $81,175,000 as shown in Table V-A, which is equal to the benefit received by the Major Improvements Assessed Property, and as such the total Assessment for all Major Improvements Assessed Property within the District is $81,175,000 plus annual Administrative Expenses. The Assessment for each Major Improvements Assessed Property is calculated based on the allocation methodologies described in Section V.C of this Service and Assessment Plan. The Major Improvements Assessment Roll is attached hereto as Appendix G.

Table VII-A
Special Benefit Summary

Special Benefit	Total Cost
Total Major Improvements (a)	$61,623,686
PID Formation/Bond Costs of Issuance	
Cost of issuance	$4,584,939
Capitalized interest	$7,735,555
Reserve Fund	$5,589,150
Administrative Expense	$120,000
Underwriters Discount	$1,683,500
Bond Premium	($161,830)
PID Formation/Bond Cost of Issuance	*$19,551,314*
Total Special Benefit	**$81,175,000**
Special Benefit	
Total Special Benefit	$81,175,000
Projected Special Assessment	$81,175,000
Excess Benefit	**$0**

(a) See Table III-A for details.

B. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the Board of Directors for approval, annual updates to the Major Improvements Assessment Roll in conjunction with the Annual Service and Assessment Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the District: (i) the identification of each Parcel (ii) the Assessment for each Assessed Property, including any adjustments authorized by this Service and Assessment Plan; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.E of this Service and Assessment Plan.

The Annual Service Plan Update will reflect the actual interest on the Major Improvement Bonds, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Major Improvement Bonds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The District shall elect to designate a third party to serve as Administrator. The District shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

An owner of an Assessed Property claiming that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, shall send a written notice describing the error to the District not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property owner, such change or modification shall be presented to the Board of Directors for approval. A cash refund may not be made for any amount previously paid by the Assessed Property owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the District for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the Board of Directors. Any amendments made to the Assessment Roll pursuant to calculations errors shall be made pursuant to the PID Act.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the District shall provide the owner of the affected Parcel a recordable "Notice of the Assessment Termination."

C. AMENDMENTS

Amendments to this Service and Assessment Plan can be made as permitted or required under Texas law.

The Board of Directors reserves the right to amend this Service and Assessment Plan without notice and without notice to property owners of Parcels: (i) to correct mistakes and clerical

errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

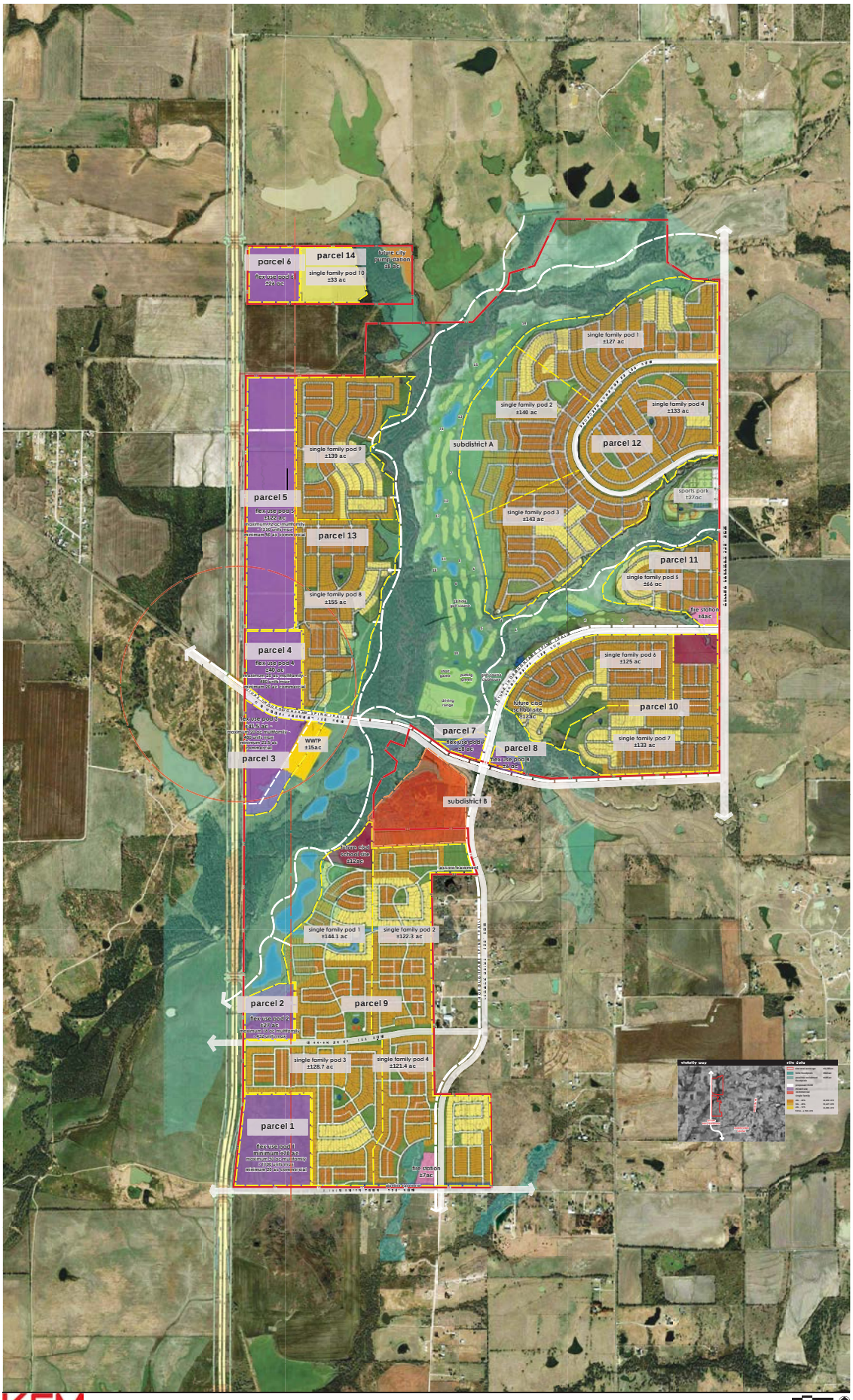
The Board of Directors shall administer (or cause the administration of) the District, this Service and Assessment Plan, and all Annual Service and Assessment Plan Updates consistent with the Creation Legislation, the MMD Act, and the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Indenture, such determination shall be conclusive.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Property or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board of Directors in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the District.

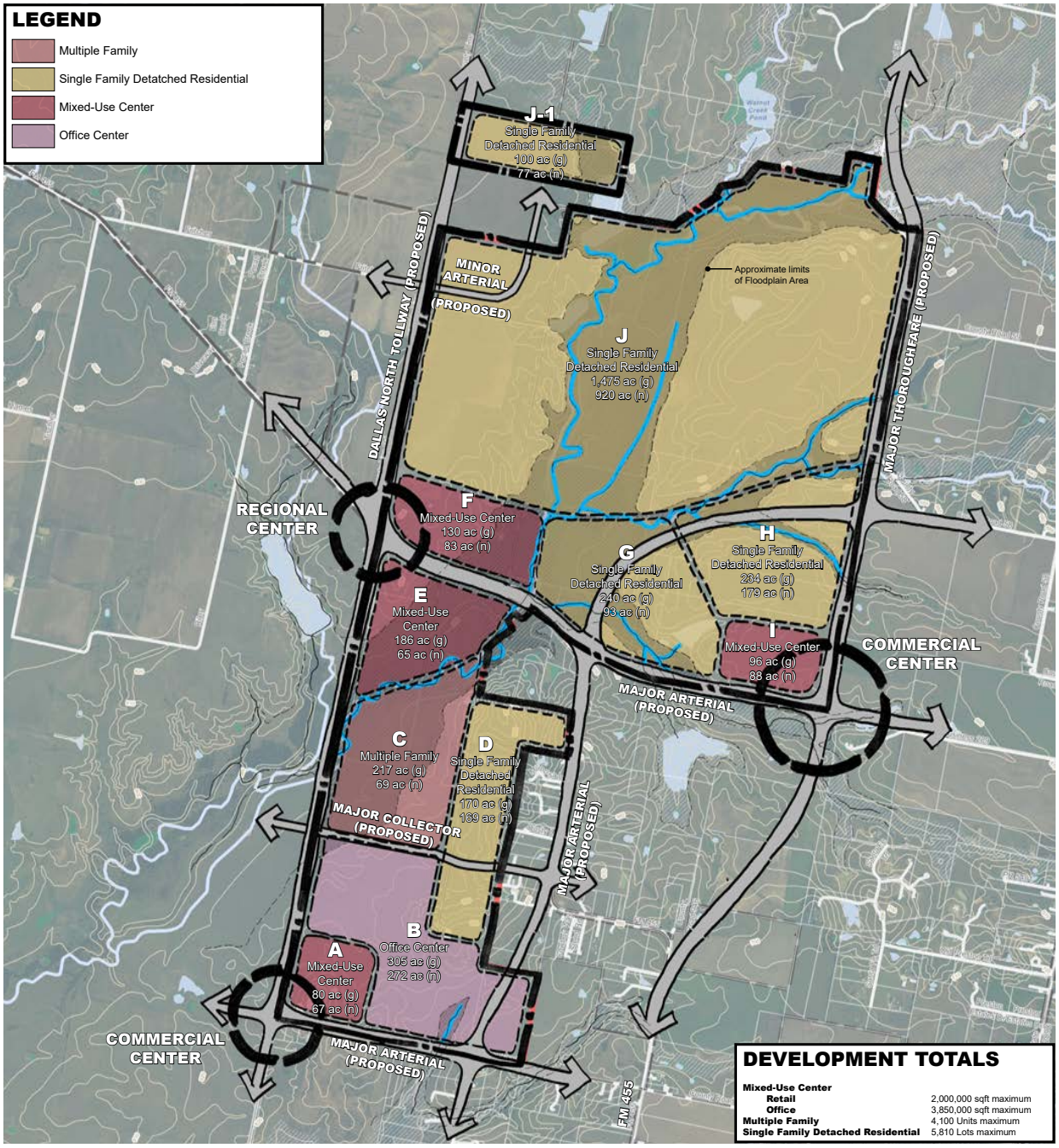
APPENDIX A
MMD MAP



KFM ENGINEERING & DESIGN

DYNAVEST

ILLUSTRATIVE CONCEPT PLAN



DEVELOPMENT TOTALS

Mixed-Use Center	
Retail	2,000,000 sqft maximum
Office	3,850,000 sqft maximum
Multiple Family	4,100 Units maximum
Single Family Detached Residential	5,810 Lots maximum

DEVELOPMENT AREAS

AREA A - Mixed-Use Center

Gross Area:	80 acres
Floodplain Area:	0 acres
Right-of-way Area:	13 acres
Net Area:	67 acres
Density:	1.1 million sqft commercial maximum
Units:	1,250 residential units maximum

AREA B - Office Center

Gross Area:	305 acres
Floodplain Area:	16 acres
Right-of-way Area:	17 acres (ROW and Floodplain overlap)
Net Area:	272 acres
Density:	3.0 million sqft office maximum

AREA C - Multiple Family

Gross Area:	217 acres
Floodplain Area:	148 acres
Right-of-way Area:	0 acres (ROW and Floodplain overlap)
Net Area:	69 acres
Units:	1,250 residential units maximum

AREA D - Single Family Detached Residential

Gross Area:	170 acres
Floodplain Area:	0 acres
Right-of-way Area:	1 acre (ROW and Floodplain overlap)
Net Area:	169 acres
Units:	845 residential lots maximum

AREA E - Mixed-Use Center

Gross Area:	186 acres
Floodplain Area:	107 acres
Right-of-way Area:	14 acres (ROW and Floodplain overlap)
Net Area:	65 acres
Density:	500,000 sqft commercial maximum
Units:	400 residential units maximum

AREA F - Mixed-Use Center

Gross Area:	130 acres
Floodplain Area:	38 acres
Right-of-way Area:	9 acres (ROW and Floodplain overlap)
Net Area:	83 acres
Density:	550,000 sqft commercial maximum
Units:	700 residential lots maximum
DNT Frontage:	Commercial setback of 300' minimum from DNT right-of-way

AREA G - Single Family Detached Residential

Gross Area:	240 acres
Floodplain Area:	143 acres
Right-of-way Area:	4 acres (ROW and Floodplain overlap)
Net Area:	93 acres
Units:	465 residential lots maximum
Commercial Option:	Allow for commercial uses at the intersection of Major Arterials

AREA H - Single Family Detached Residential

Gross Area:	234 acres
Floodplain Area:	50 acres
Right-of-way Area:	5 acres (ROW and Floodplain overlap)
Net Area:	179 acres
Units:	895 residential lots maximum

AREA I - Mixed-Use Center

Gross Area:	96 acres
Floodplain Area:	0 acres
Right-of-way Area:	8 acres (ROW and Floodplain overlap)
Net Area:	88 acres
Density:	600,000 sqft commercial maximum
Units:	500 residential units maximum

AREA J - Single Family Detached Residential

Gross Area:	1,475 acres
Floodplain Area:	522 acres
Right-of-way Area:	33 acres (ROW and Floodplain overlap)
Net Area:	920 acres
Units:	3,220 residential lots maximum
DNT Frontage:	Commercial setback of 300' minimum from DNT right-of-way

AREA J-1 - Single Family Detached Residential

Gross Area:	100 acres
Floodplain Area:	18 acres
Right-of-way Area:	5 acres
Net Area:	77 acres
Units:	385 residential lots maximum
DNT Frontage:	Commercial setback of 300' minimum from DNT right-of-way

Bright Realty
LandDesign

DYNAVEST
CONCEPT PLAN

JANUARY 10, 2017 | LD#8514006

500' 0' 500' 1000' 2000'

APPENDIX B
AUTHORIZED IMPROVEMENT COSTS

Project Name: Legacy Hills
Client Name: Centurion American
City: Celina, TX
County: Collin
Date: July 16, 2021
Project Number: 001.0028.006

LEGACY HILLS SINGLE FAMILY RESIDENTIAL BENEFIT BUDGETS

Master Infrastructure Phase 1 (2021)

NUMBER	DESCRIPTION	SF RESIDENTIAL BENEFIT PERCENTAGE	SF RESIDENTIAL BENEFIT	TOTAL COST
1	O'BRIEN DRIVE ONSITE (2-LANE CONSTRUCTION)	100%	$5,255,692.99	$5,255,692.99
2	O'BRIEN DRIVE OFFSITE (2-LANE CONSTRUCTION)**	100%	$1,578,978.43	$1,578,978.43
3	LEGACY DRIVE ONSITE (2-LANE CONSTRUCTION)	100%	$2,106,457.13	$2,106,457.13
4	LEGACY DRIVE OFFSITE (2-LANE CONSTRUCTION)**	100%	$3,090,758.14	$3,090,758.14
5	J. FRED SMITH PARKWAY (2-LANE CONSTRUCTION)	100%	$5,383,496.64	$5,383,496.64
6	OFFSITE WATER*	85%	$804,922.38	$946,967.50
7	OFFSITE WASTEWATER	75%	$2,642,076.41	$3,522,768.55
8	DALLAS NORTH TOLLWAY 1 OFFSITE WATER LINE*	85%	$856,254.56	$1,007,358.31
9	DALLAS NORTH TOLLWAY 2 OFFSITE WATER LINE*	85%	$1,223,755.23	$1,439,712.03
416A	DALLAS NORTH TOLLWAY 3 OFFSITE WATER LINE*	85%	$1,429,178.56	$1,681,386.54
416B	LEGACY DRIVE NORTH OFFSITE WATER LINE FROM O'BRIEN DRIVE TO G. A. MOORE PARKWAY*	75%	$634,386.32	$845,848.43
416C	G. A. MOORE PARKWAY OFFSITE WATER LINE FROM DALLAS NORTH TOLLWAY TO LEGACY DRIVE*	75%	$939,187.50	$1,252,250.00
416D	NORTH OFFSITE WASTEWATER FOR PARCELS 13 & 14	85%	$1,499,099.18	$1,763,646.09
11	LEGACY DRIVE NORTH OFFSITE WATER LINE FROM G. A. MOORE PARKWAY TO CELINA PARKWAY EXTENDING OFFSITE*	75%	$2,982,020.44	$3,976,027.25
12	G. A. MOORE PARKWAY OFFSITE WATER LINE FROM LEGACY DRIVE TO CELINA PARKWAY*	70%	$547,505.46	$782,150.65
13A	WASTEWATER FOR PARCELS 10 & 11	100%	$500,150.00	$500,150.00
15	LEGACY DRIVE THROUGH DYNAVEST NORTH (2-LANE CONSTRUCTION)**	100%	$7,183,000.00	$7,183,000.00
16	CELINA PARKWAY ADJACENT TO SF PODS 6 & 7 (2-LANE CONSTRUCTION INCLUDING WATER LINE)	50%	$1,946,750.00	$3,893,500.00
17	CELINA PARKWAY ADJACENT TO SF POD 5 (2-LANE CONSTRUCTION INCLUDING WATER LINE)	50%	$1,410,500.00	$2,821,000.00
20	OFFSITE WASTEWATER FOR G.A. MOORE MIXED USE	100%	$713,316.25	$713,316.25
21	G. A. MOORE FROM LEGACY DRIVE TO CELINA PARKWAY (2-LANE CONSTRUCTION)**	50%	$3,346,200.00	$6,692,400.00
	DISTRICT COSTS	100%	$3,050,000.00	$3,050,000.00
	ROW/PARK/PUBLIC UTILITY LAND DEDICATION	100%	$5,000,000.00	$5,000,000.00
	WWTP & WATER PUMP STATION CONTRIBUTION	75%	$7,500,000.00	$10,000,000.00
		MI PHASE 1 TOTALS	**$61,623,685.61**	**$74,486,864.93**

*WATER LINE ABOVE 18" DIAMETER OVERSIZE TO BENEFIT OF THE CITY
**ROUNDABOUT AT O'BRIEN DRIVE/LEGACY DRIVE AND G. A. MOORE PKWY/LEGACY DRIVE ARE DIRECT BENEFIT TO THE CITY

KFM
ENGINEERING & DESIGN

North Parkway MMD No. 1 – Cost Sharing Descriptions

The following is an itemized list of Master Infrastructure items, for Phase I Master Infrastructure, required for the Legacy Hills development. This is not a complete list, only the list of items with descriptions, of regional benefit/oversizing that support other areas of the City of Celina and are not for the sole benefit of North Parkway MMD No. 1/Legacy Hills Development as identified in initial project planning.

Master Infrastructure (Phase 1)

a). Item 6: Offsite Water Improvements

Construct 24" waterline from properties east boundary, along J. Fred Smith Parkway, to FM 455 to connect with La Terra Waterline. Benefits other surrounding/area properties and oversized beyond Legacy Hills requirements.

b). Item 7: Offsite Wastewater Improvements

Construction Lift Station, Force Main and Gravity line system that is expandable to allow other property owners, east/south of site to access system.

c). Item 8, 9 and 416A: Dallas North Tollway Offsite Water improvements

Construct 24", 30" and 36" waterlines along property frontage on DNT. All lines are oversized for system wide need and beyond the Legacy Hills requirements.

d). Item 416B: Legacy Drive North Offsite Water improvements (O'Brien Drive to G. A. Moore)

Construct 18" waterline to service city system wide needs. Line is sized beyond the Legacy Hills requirements and is only provided as a future secondary or possible third supply line.

e). Item 416C: G. A. Moore Parkway Offsite Waterline improvements (DNT to Legacy Drive)

Construct 24" waterline to service city system wide needs. Line is sized beyond the Legacy Hills requirements.

f). Items 416D: North Off-site Wastewater

Construct gravity wastewater system which is oversized to allow future connection from upstream properties that are not part of Legacy Hills development.

g). Item 11: Legacy Drive North Offsite Water improvements (G. A. Moore to Celina Parkway)

Construct 24" waterline to service city system wide needs. Line is sized beyond the Legacy Hills requirements.

h). Item 12: G. A. Moore Parkway Offsite Waterline (Legacy to Celina Parkway)

Construct 18" waterline loop to serve southern boundary of site, but also available to adjacent properties not part of Legacy Hills

i). Item 16 and 17: Celina Parkway (North for POD's 5, 6 and 7)

Construct Celina Parkway along eastern boundary of the site, from G. A. Moore to County Road 58. Roadway provides access to Legacy, but additionally properties east of the development.

j). Item 21: G. A. Moore Parkway (Legacy to Celina Parkway)

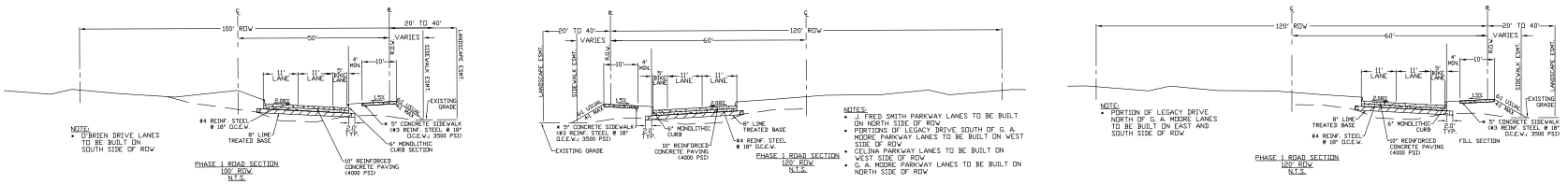
Construct G. A. Moore Parkway and Roundabout from Legacy Drive to properties east boundary. Provides access to Legacy Hills, but also many area developments and improves the transportation network for the city.

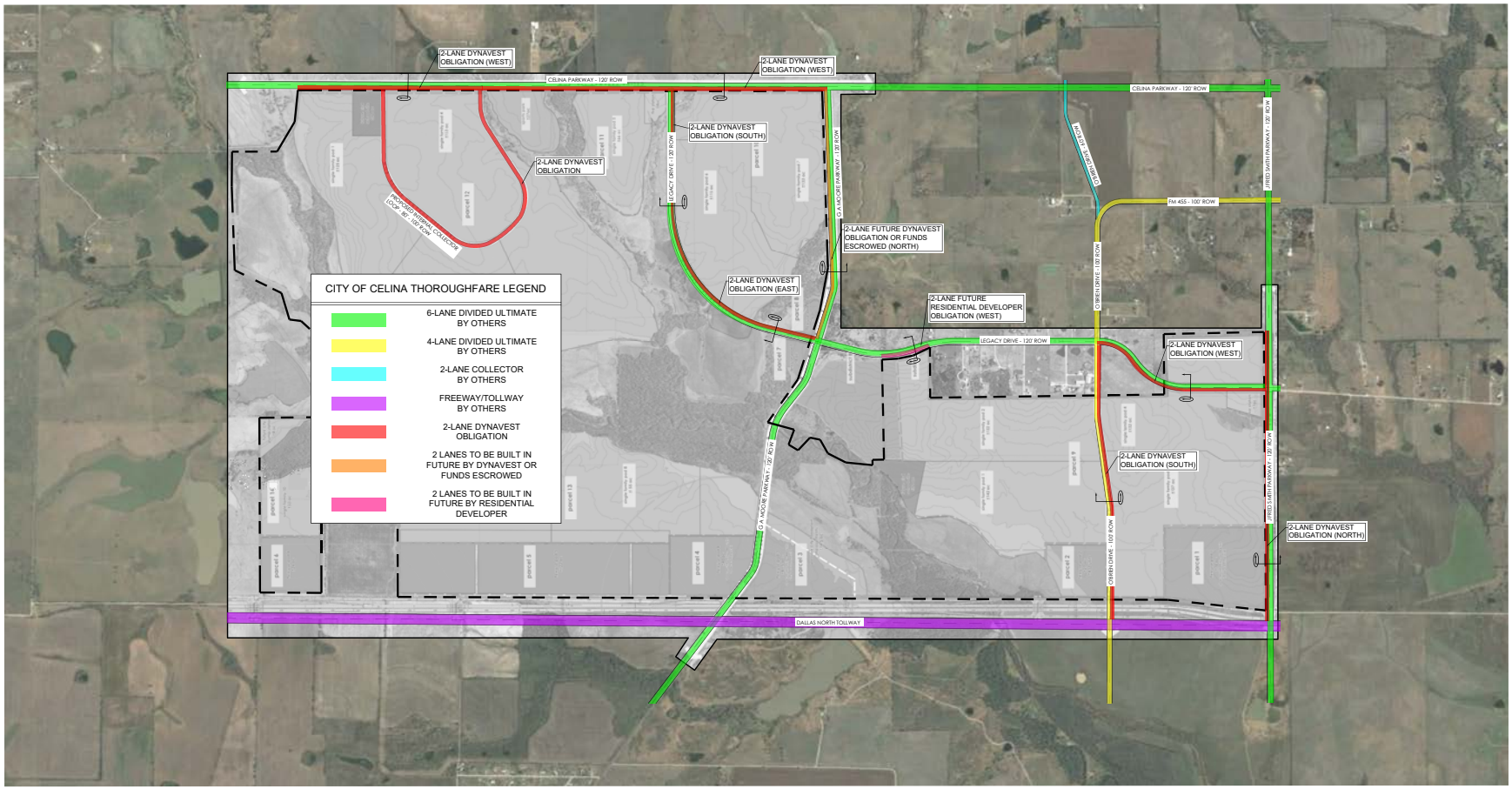
k). WWTP & Water Pump Station Contribution

Contribution to city construction of a WWTP and Off-site Pump Station Improvements to allow the city to expand its water system for the area.

Attachments: Cost Estimates for Master Infrastructure Phase 1 & 2

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS





KFM
ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 893-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT
DYNAVEST
CELINA, COLLIN COUNTY, TEXAS

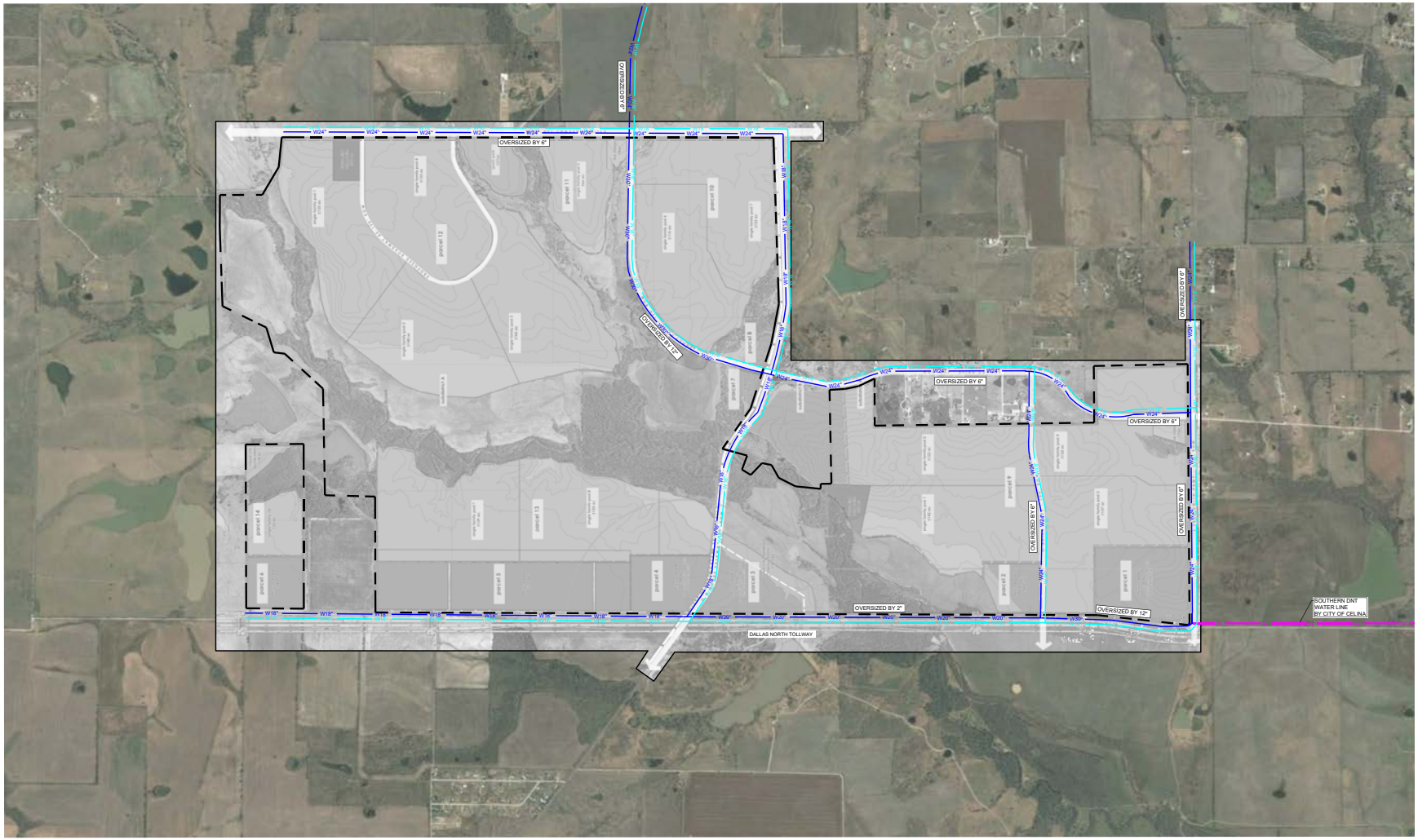
TITLE
EXHIBIT K -
.....
PUBLIC INFRASTRUCTURE

CLIENT
CENTURION AMERICAN

N

0 500 1000 2000
SCALE 1" = 1000'

PROJECT NUMBER:
010028006
DRAWN BY:
KAB
DATE:
2021/05/08
SHEET:
EXHIBIT K



KFM
ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT
DYNAVEST
CELINA, COLLIN COUNTY, TEXAS

TITLE
EXHIBIT L -
WATER PUBLIC INFRASTRUCTURE

CLIENT
CENTURION AMERICAN

N

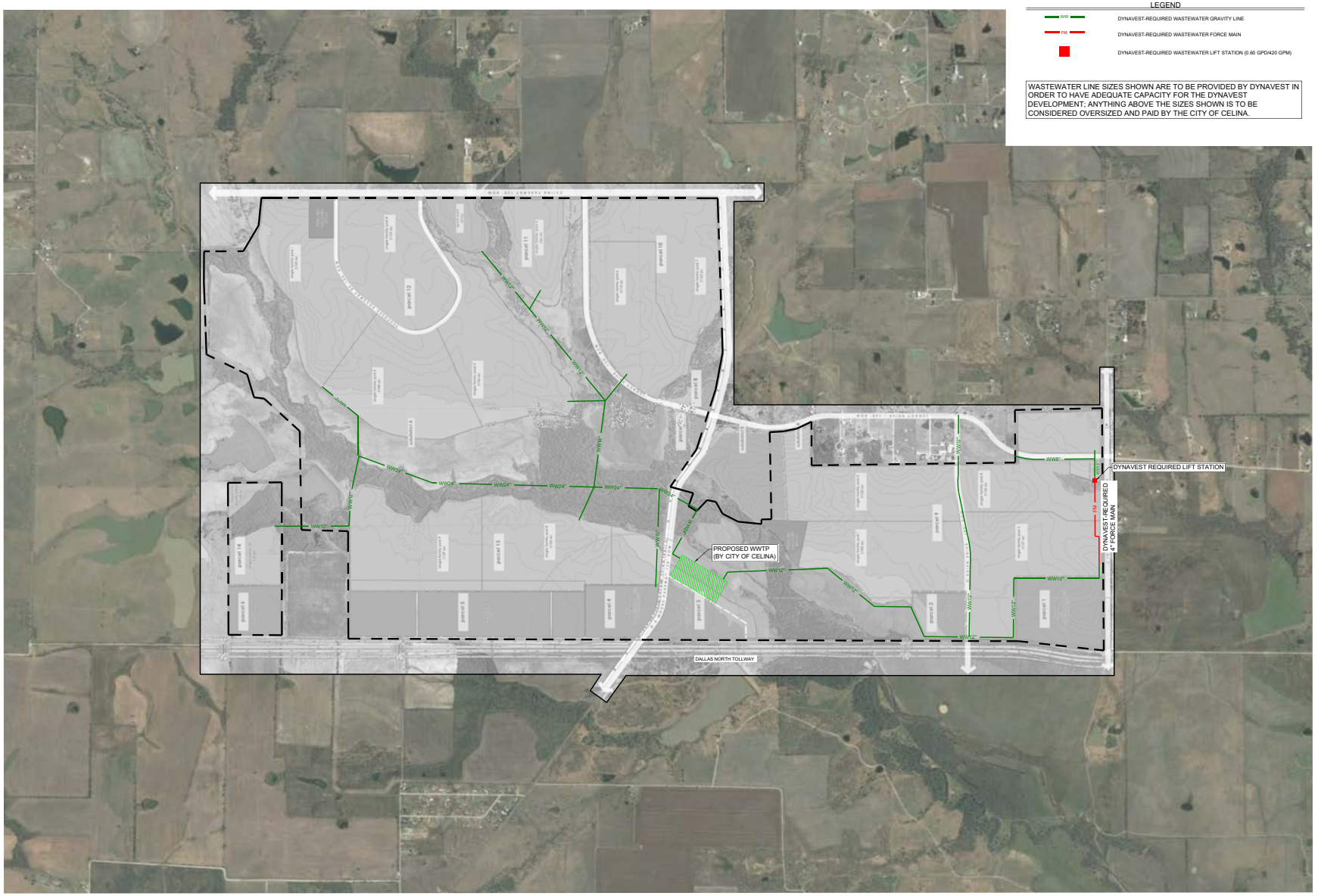
0 500 1000 2000
SCALE 1" = 1000'

PROJECT NUMBER:
010028006

DRAWN BY:
KAB

DATE:
2021/05/07

SHEET:
EXHIBIT L



KFM
ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT

DYNAVEST

CELINA, COLLIN COUNTY, TEXAS

TITLE

EXHIBIT M - WASTEWATER PUBLIC INFRASTRUCTURE

CLIENT

CENTURION AMERICAN

N

0 500 1000 2000

SCALE 1" = 1000'

PROJECT NUMBER:
010028006

DRAWN BY:
KAB

DATE:
2021/05/07

SHEET:
EXHIBIT M

APPENDIX D
LEGAL DESCRIPTION

LEGAL DESCRIPTION

Being a 3,210.658 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. 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. 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 Six (6) 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;

4. N38°19'50"E, a distance of 10.12 feet to a point for corner;

5. N47°51'38"W, a distance of 256.41 feet to a point for corner;

6. Along a curve to the right, having a radius of 1130.00 feet, an arc length of 222.00 feet, a delta angle of 11°15'23", and a chord which bears N61°45'58"W, a distance of 221.64 feet to a point of tangency;

3,210.658 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.

PRELIMINARY - REVIEW PURPOSE ONLY

Robert Glen Maloy Texas R.P.L.S. No. 6028

LANDPOINT INC.
6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

X:\2021\21-0195-10\DWG\21-0195 Overall Dynavest - Boundary Exhibit - MMD with DMT ROW without Haggard Tract.dwg

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 166.54 feet to a point for corner;

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 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°24'41"E, a distance of 10653.37 feet to a point for corner;

THENCE S89°30'00"E, a distance of 2025.61 feet to a point for 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 2022.29 feet to a point for the corner;

3,210.658 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.

PRELIMINARY - REVIEW PURPOSE ONLY

Robert Glen Maloy Texas R.P.L.S. No. 6028

LANDPOINT INC.
6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

X:\2021\21-0195-10\DWG\21-0195 Overall Dynavest - Boundary Exhibit - MMD with DMT ROW without Haggard Tract.dwg

LEGAL DESCRIPTION (continued)

THENCE N00°26'29"E, along the West line of said 100.474 acre tract of land, a distance of 1214.58 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 3611.36 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;

3,210.658 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.

PRELIMINARY - REVIEW PURPOSE ONLY

Robert Glen Maloy Texas R.P.L.S. No. 6028

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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 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 3,210.658 acres of land.

3,210.658 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

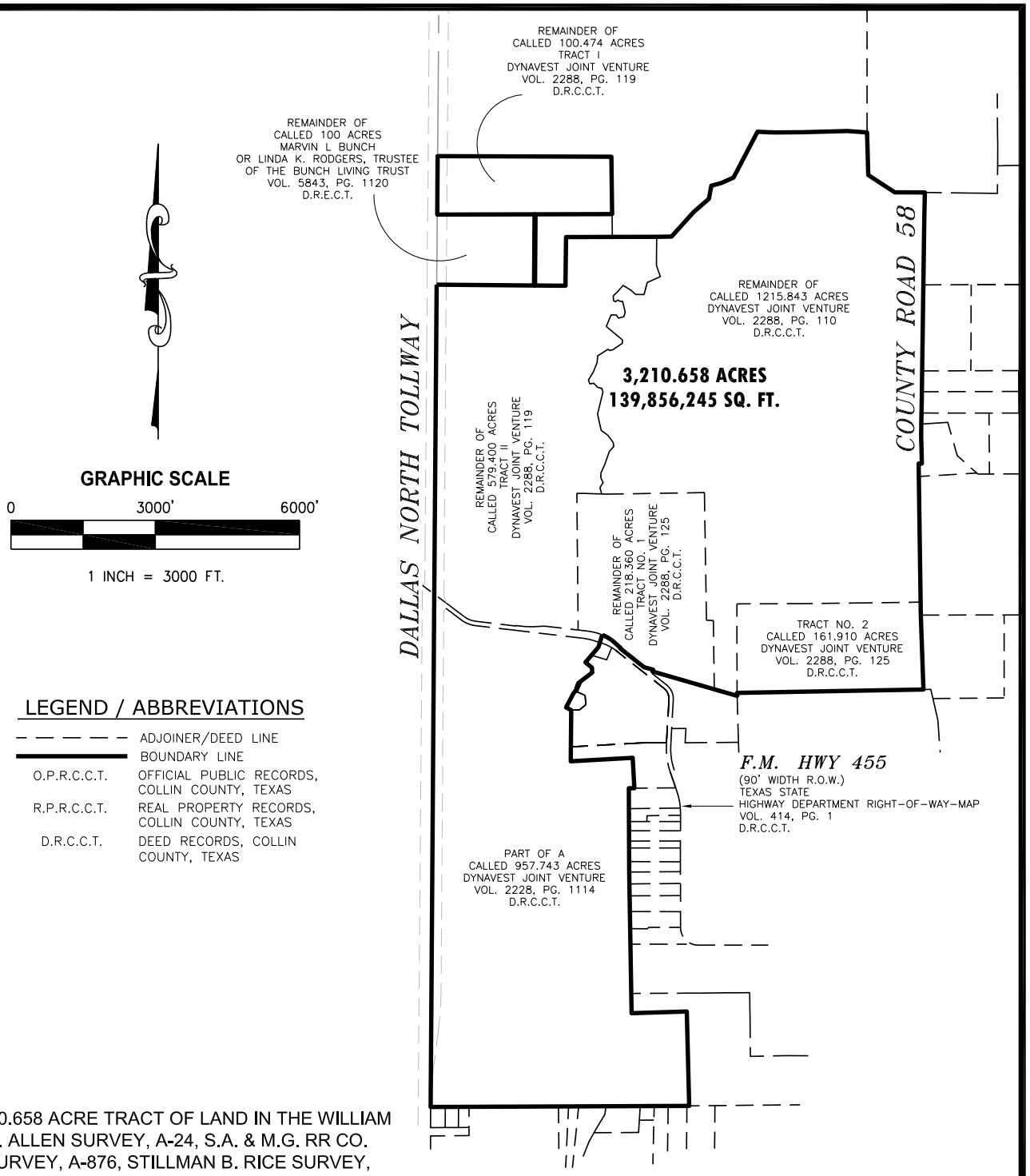
I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

PRELIMINARY - REVIEW PURPOSE ONLY

Robert Glen Maloy Texas R.P.L.S. No. 6028

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GRAPHIC SCALE

0 3000' 6000'

1 INCH = 3000 FT.

LEGEND / ABBREVIATIONS

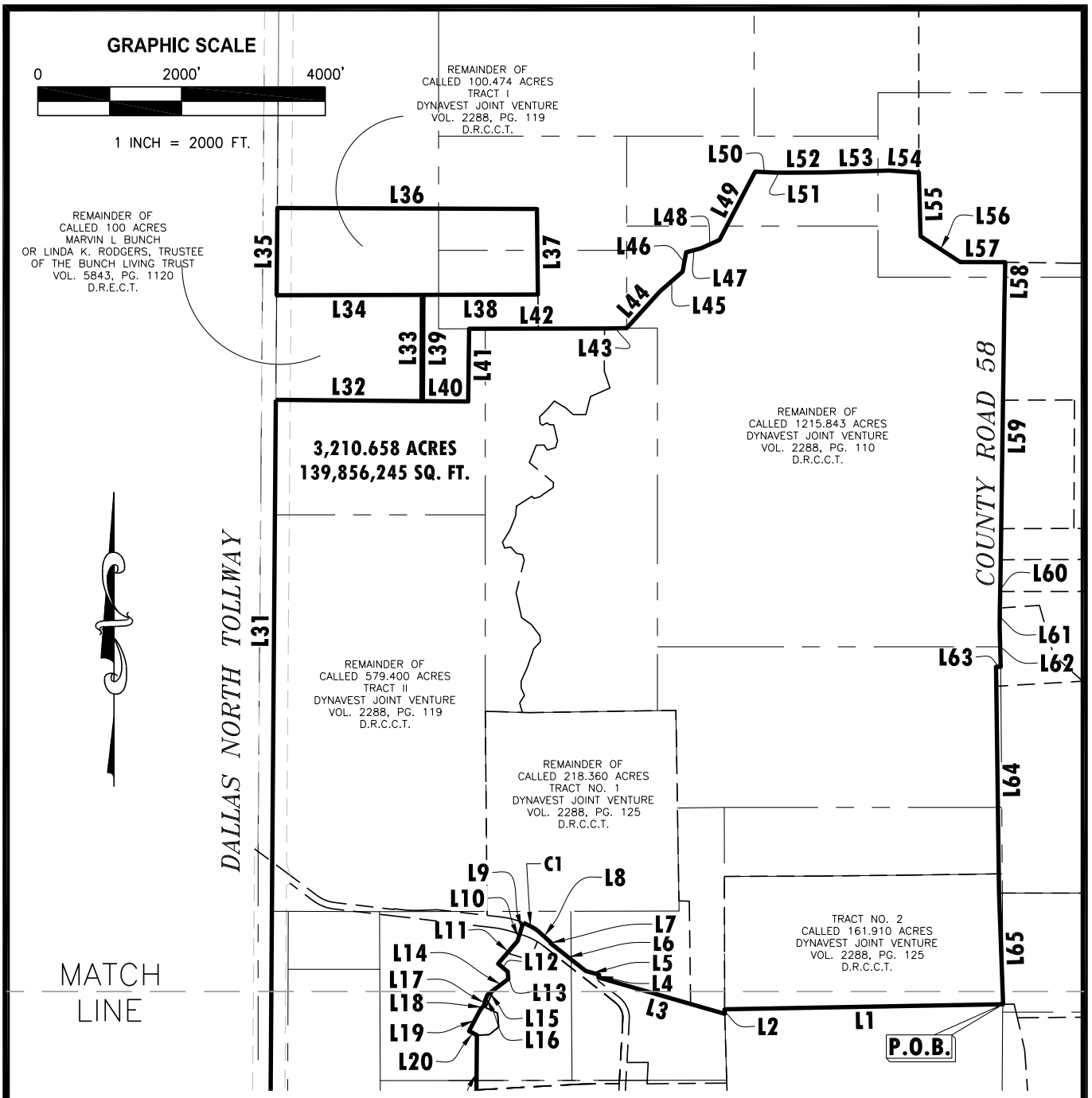
— — — —	ADJOINER/DEED LINE
———	BOUNDARY LINE
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
R.P.R.C.C.T.	REAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS

3,210.658 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.

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COLLIN COUNTY, TEXAS

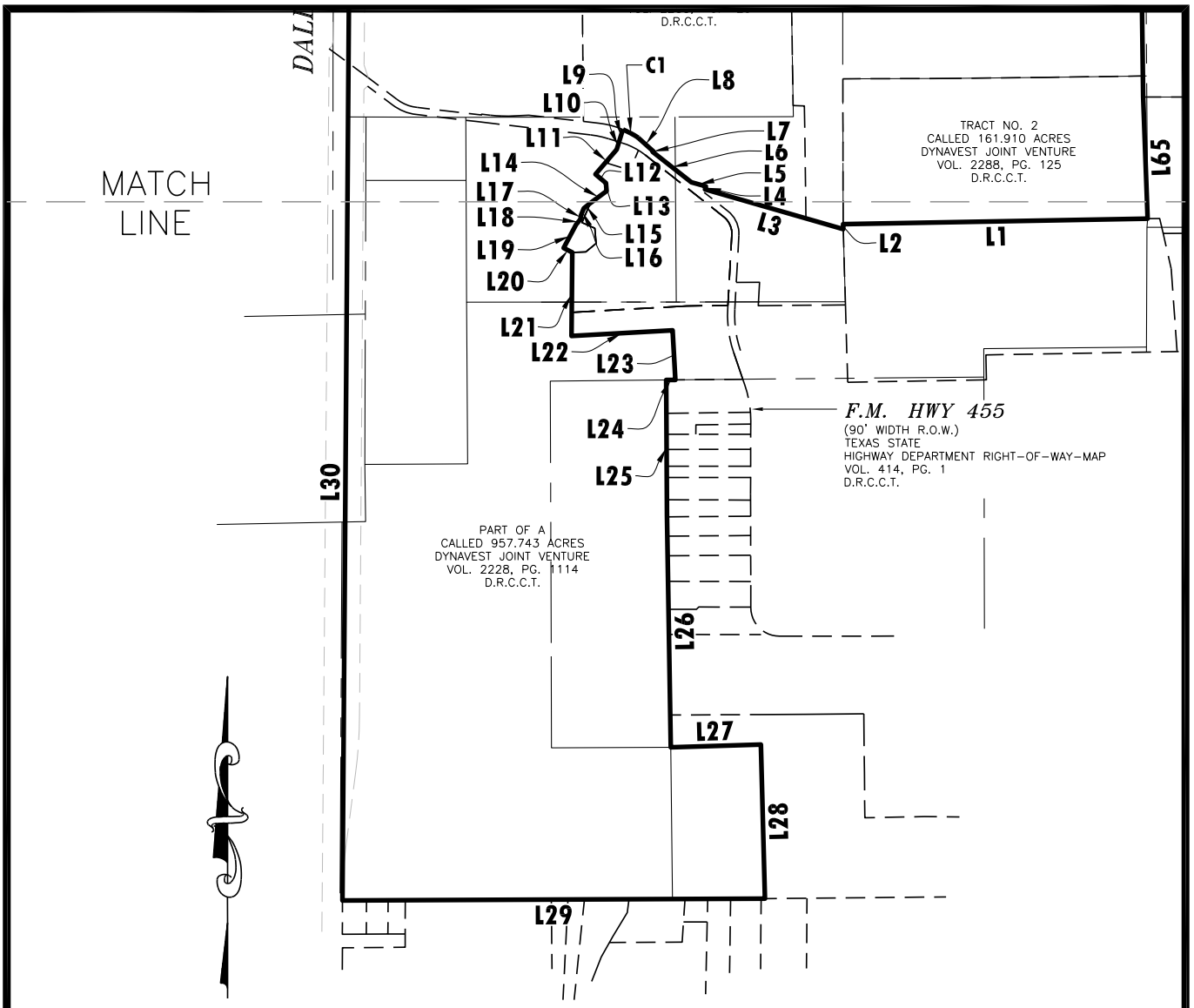
LEGEND / ABBREVIATIONS

- - - - -	ADJOINER/DEED LINE
———	BOUNDARY LINE
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R.P.R.C.C.T.	REAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS
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GRAPHIC SCALE

0 2000' 4000'

1 INCH = 2000 FT.

3,210.658 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

LEGEND / ABBREVIATIONS

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———	BOUNDARY LINE
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	222.00'	1130.00'	11°15'23"	N61°45'58"W	221.64'

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	166.54'
L10	S17°13'41"W	100.82'
L11	S40°37'27"W	414.21'
L12	S50°02'12"E	174.16'
L13	S04°21'15"E	103.17'
L14	S53°17'03"W	256.14'
L16	S21°48'09"W	97.62'
L17	S06°43'01"W	48.67'
L18	S39°44'41"W	87.61'
L19	S27°53'00"W	337.61'
L20	S62°34'37"E	122.61'
L21	S00°30'19"W	1063.09'
L22	N86°48'50"E	1289.24'
L23	S03°11'10"E	632.52'
L24	S89°27'53"W	116.62'
L25	S00°17'11"E	1724.68'
L26	S00°56'38"E	2951.35'
L27	N88°16'05"E	1147.55'
L28	S01°29'07"E	1961.95'
L29	S89°45'01"W	5375.00'
L30	N00°24'41"E	10653.37'
L31	N00°26'29"E	6443.80'
L32	S89°30'00"E	2025.61'
L33	N00°18'32"E	1480.32'

LINE TABLE		
LINE	DIRECTION	LENGTH
L34	S89°50'48"W	2022.29'
L35	N00°26'29"E	1214.58'
L36	S89°47'54"E	3611.36'
L37	S00°41'47"E	1192.20'
L38	S89°50'48"W	1592.91'
L39	S00°18'38"W	1480.55'
L40	S89°30'00"E	630.52'
L41	N00°46'50"E	1013.39'
L42	N89°53'37"E	1884.13'
L43	N89°01'13"E	307.00'
L44	N42°11'13"E	694.59'
L45	N48°56'13"E	413.26'
L46	N10°35'01"E	275.42'
L47	N74°49'01"E	212.62'
L48	N65°47'01"E	282.00'
L49	N27°33'05"E	1073.55'
L50	S87°13'55"E	263.52'
L51	S89°13'55"E	127.00'
L52	N89°38'05"E	560.00'
L53	N88°26'05"E	917.00'
L54	S86°02'55"E	411.00'
L55	S01°39'02"E	886.80'
L56	S56°53'31"E	657.24'
L57	S89°45'11"E	627.65'
L58	S01°19'43"W	529.15'
L59	S00°48'42"W	3775.00'
L60	S01°03'35"W	500.00'
L61	S00°49'35"W	271.50'
L62	S01°34'34"E	559.27'
L63	N89°47'43"W	66.05'
L64	S00°46'36"E	3152.31'
L65	S02°06'34"E	1548.60'

3,210.658 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,
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APPENDIX E
HOMEBUYER DISCLOSURE

Homebuyer Disclosure Form

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____]

NOTICE OF OBLIGATION TO PAY MUNICPIAL MANAGEMENT DISTRICT ASSESSMENT
TO
NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1,
CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the ***North Parkway Municipal Management District No. 1*** (the "District"), Celina, Texas for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the District created under Chapter 3986, Texas Special District Local Laws Code and Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the District. The exact amount of each annual installment will be approved each year by the District Board in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the District.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____ and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

APPENDIX F
ASSESSMENT PER EQUIVALENT UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

APPENDIX F

For purposes of calculating and allocating the Assessments, the Major Improvements Assessed Property has been classified in one of three Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet.

"Lot Type 3" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet.

A) Proposed Development

Table F-1 below shows the proposed residential units to be developed within the District.

Table F-1
Proposed Single-Family Development

Description	Proposed Development	
60 Ft Lots	1,095	Units
50 Ft Lots	3,637	Units
40 Ft Lots	2,223	Units
Total	**6,955**	**Units**

As explained under Section IV, for purpose of this Service and Assessment Plan, the Board of Directors has determined that the Actual Costs of the Authorized Improvements to be financed with the Major Improvement Bonds shall be allocated to the Major Improvements Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units to be constructed on such Parcel.

For purposes of this Service and Assessment Plan, the District has determined that the Assessments shall be allocated to the Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefitted. In determining the average home value of each Lot Type, the District has taken into consideration (i) the type of lots (i.e., 40 ft, 50 ft, and 60 ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the District has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefitted Parcels based on the "Lot Types" defined above. These classifications from Lot Type 1 (60 Ft Lot) representing the highest value to Lot Type 3 (40 Ft

Lot representing the lowest value for residential lots are set forth in Table F-2 below. Assessments are allocated to each Lot Type on the basis of the average home value for each class of Lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lot) to 1.0.

Table F-2
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value[1]	Equivalent Unit Factor	
Lot Type 1 (60 Ft)	$412,500	1.000	per dwelling unit
Lot Type 2 (50 Ft)	$343,750	0.833	per dwelling unit
Lot Type 3 (40 Ft)	$275,000	0.667	per dwelling unit

[1]Based on the original projected home value provided by the Developer.

The total Equivalent Units for the District are shown in Table F-3 below as calculated based on the Equivalent Unit factors shown above in Table F-2, estimated Lot Types and number of units estimated to be built within the District.

Table F-3
Estimated Total Equivalent Units

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	1,095	1.000	1,095.000
Lot Type 2 (50 Ft)	3,637	0.833	3,030.833
Lot Type 3 (40 Ft)	2,223	0.667	1,482.000
Total Equivalent Units	**6,955**		**5,607.833**

B) Allocation of Assessments to Lots within the District

The total amount of the Major Improvement Bonds, which represents the total Assessment to be allocated on all Parcels of Major Improvements Assessed Property within the District, is $81,336,016. As shown in Table F-3, there are a total of 5,607.833 estimated Equivalent Units in the District, which results in an Assessment per Equivalent Unit of $14,475.29 (i.e., $81,175,000 ÷ 5,607.833 = $14,475.29)

The Assessment per dwelling unit or acre is calculated as the product of (i) $14,475.29 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $14,475.29 (i.e., $14,475.29 × 1.000). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $12,062.74 (i.e., $14,475.29 × 0.833). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $9,650.19 (i.e., $14,475.29 × 0.667). Table F-4 sets forth the Assessment per dwelling unit for each applicable Lot Type.

Table F-4
Assessment Per Unit

Description	Planned No. of Units	Assessment Per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
60 Ft Lots	1,095	$14,475.29	1.000	$14,475.29	per dwelling unit	$15,850,440
50 Ft Lots	3,637	$14,475.29	0.833	$12,062.74	per dwelling unit	$43,872,184
40 Ft Lots	2,223	$14,475.29	0.667	$9,650.19	per dwelling unit	$21,452,376
Total	**6,955**					**$81,175,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-5 below.

Table F-5
Projected Leverage

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	1,095	$72,000	$412,500	$14,475.29	4.97	28.50
50 Ft Lots	3,637	$60,000	$343,750	$12,062.74	4.97	28.50
40 Ft Lots	2,223	$48,000	$275,000	$9,650.19	4.97	28.50

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-6 below.

Table F-6
Estimated Tax Rate Equivalent per Unit

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	1,095	$72,000	$412,500	$1,039.38	$1.44	$0.252
50 Ft Lots	3,637	$60,000	$343,750	$866.15	$1.44	$0.252
40 Ft Lots	2,223	$48,000	$275,000	$692.92	$1.44	$0.252

The Assessment and Annual Installments for each Parcel or Lot located within the District is shown on the Major Improvements Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan, the MMD Act, and the PID Act.

APPENDIX G
MAJOR IMPROVEMENTS ASSESSMENT ROLL

Appendix G
Major Improvements Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**5,607.833**
Assessment	**$81,175,000**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment[3]
9/30/22	$0	$3,405,793	$0	$0	($3,405,793)	$0
9/30/23	$0	$3,867,778	$122,400	$405,875	($3,867,778)	$528,275
9/30/24	$1,430,000	$3,867,778	$124,848	$405,875	($461,985)	$5,366,516
9/30/25	$1,487,000	$3,815,940	$127,345	$398,725	$0	$5,829,010
9/30/26	$1,545,000	$3,762,036	$129,892	$391,290	$0	$5,828,218
9/30/27	$1,607,000	$3,706,030	$132,490	$383,565	$0	$5,829,085
9/30/28	$1,680,000	$3,637,733	$135,139	$375,530	$0	$5,828,402
9/30/29	$1,757,000	$3,566,333	$137,842	$367,130	$0	$5,828,305
9/30/30	$1,838,000	$3,491,660	$140,599	$358,345	$0	$5,828,604
9/30/31	$1,923,000	$3,413,545	$143,411	$349,155	$0	$5,829,111
9/30/32	$2,011,000	$3,331,818	$146,279	$339,540	$0	$5,828,637
9/30/33	$2,114,000	$3,236,295	$149,205	$329,485	$0	$5,828,985
9/30/34	$2,222,000	$3,135,880	$152,189	$318,915	$0	$5,828,984
9/30/35	$2,335,000	$3,030,335	$155,233	$307,805	$0	$5,828,373
9/30/36	$2,455,000	$2,919,423	$158,337	$296,130	$0	$5,828,890
9/30/37	$2,581,000	$2,802,810	$161,504	$283,855	$0	$5,829,169
9/30/38	$2,713,000	$2,680,213	$164,734	$270,950	$0	$5,828,897
9/30/39	$2,852,000	$2,551,345	$168,029	$257,385	$0	$5,828,759
9/30/40	$2,998,000	$2,415,875	$171,390	$243,125	$0	$5,828,390
9/30/41	$3,152,000	$2,273,470	$174,817	$228,135	$0	$5,828,422
9/30/42	$3,314,000	$2,123,750	$178,314	$212,375	$0	$5,828,439
9/30/43	$3,493,000	$1,958,050	$181,880	$195,805	$0	$5,828,735
9/30/44	$3,681,000	$1,783,400	$185,518	$178,340	$0	$5,828,258
9/30/45	$3,880,000	$1,599,350	$189,228	$159,935	$0	$5,828,513
9/30/46	$4,090,000	$1,405,350	$193,012	$140,535	$0	$5,828,897
9/30/47	$4,311,000	$1,200,850	$196,873	$120,085	$0	$5,828,808
9/30/48	$4,544,000	$985,300	$200,810	$98,530	$0	$5,828,640
9/30/49	$4,790,000	$758,100	$204,826	$75,810	$0	$5,828,736
9/30/50	$5,049,000	$518,600	$208,923	$51,860	$0	$5,828,383
9/30/51	$5,323,000	$266,150	$213,101	$26,615	$0	$5,828,866
Total	**$81,175,000**	**$77,510,987**	**$4,748,170**	**$7,570,705**	**($7,735,555)**	**$163,269,306**

1 – The Annual Installments as listed on the Major Improvements Assessment Roll have been calculated using an interest rate on the Major Improvement Bonds of 3.65% for years 1 through 5 (2022-2026), 4.25% for years 6 through 10, (2027-2031), 4.75% for years 11 through 20 (2032-2041) and 5.00% for years 21-30 (2042-2051).

2 – Administrative Expenses are estimated and will be updated in each Annual Service Plan Update.

3 – Total Annual Installments include Additional Interest Reserve (0.5%).

Appendix G
Major Improvements Assessment Roll per Unit

Lot Type	**Lot Type 1 (60 Ft)**
Assessment	**$14,475.29**
Equivalent Unit	**1.000**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment[3]
9/30/22	$0	$607	$0	$0	($607)	$0
9/30/23	$0	$690	$22	$72	($690)	$94
9/30/24	$255	$690	$22	$72	($82)	$957
9/30/25	$265	$680	$23	$71	$0	$1,039
9/30/26	$276	$671	$23	$70	$0	$1,039
9/30/27	$287	$661	$24	$68	$0	$1,039
9/30/28	$300	$649	$24	$67	$0	$1,039
9/30/29	$313	$636	$25	$65	$0	$1,039
9/30/30	$328	$623	$25	$64	$0	$1,039
9/30/31	$343	$609	$26	$62	$0	$1,039
9/30/32	$359	$594	$26	$61	$0	$1,039
9/30/33	$377	$577	$27	$59	$0	$1,039
9/30/34	$396	$559	$27	$57	$0	$1,039
9/30/35	$416	$540	$28	$55	$0	$1,039
9/30/36	$438	$521	$28	$53	$0	$1,039
9/30/37	$460	$500	$29	$51	$0	$1,039
9/30/38	$484	$478	$29	$48	$0	$1,039
9/30/39	$509	$455	$30	$46	$0	$1,039
9/30/40	$535	$431	$31	$43	$0	$1,039
9/30/41	$562	$405	$31	$41	$0	$1,039
9/30/42	$591	$379	$32	$38	$0	$1,039
9/30/43	$623	$349	$32	$35	$0	$1,039
9/30/44	$656	$318	$33	$32	$0	$1,039
9/30/45	$692	$285	$34	$29	$0	$1,039
9/30/46	$729	$251	$34	$25	$0	$1,039
9/30/47	$769	$214	$35	$21	$0	$1,039
9/30/48	$810	$176	$36	$18	$0	$1,039
9/30/49	$854	$135	$37	$14	$0	$1,039
9/30/50	$900	$92	$37	$9	$0	$1,039
9/30/51	$949	$47	$38	$5	$0	$1,039
Total	**$14,475**	**$13,822**	**$847**	**$1,350**	**($1,379)**	**$29,115**

1 – The Annual Installments as listed on the Major Improvements Assessment Roll have been calculated using an interest rate on the Major Improvement Bonds of 3.65% for years 1 through 5 (2022-2026), 4.25% for years 6 through 10, (2027-2031), 4.75% for years 11 through 20 (2032-2041) and 5.00% for years 21-30 (2042-2051).

2 – Administrative Expenses are estimated and will be updated in each Annual Service Plan Update.

3 – Total Annual Installments include Additional Interest Reserve (0.5%).

Appendix G
Major Improvements Assessment Roll per Unit

Lot Type	**Lot Type 2 (50 Ft)**
Assessment	**$12,062.74**
Equivalent Unit	**0.833**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment[3]
9/30/22	$0	$506	$0	$0	($506)	$0
9/30/23	$0	$575	$18	$60	($575)	$79
9/30/24	$213	$575	$19	$60	($69)	$797
9/30/25	$221	$567	$19	$59	$0	$866
9/30/26	$230	$559	$19	$58	$0	$866
9/30/27	$239	$551	$20	$57	$0	$866
9/30/28	$250	$541	$20	$56	$0	$866
9/30/29	$261	$530	$20	$55	$0	$866
9/30/30	$273	$519	$21	$53	$0	$866
9/30/31	$286	$507	$21	$52	$0	$866
9/30/32	$299	$495	$22	$50	$0	$866
9/30/33	$314	$481	$22	$49	$0	$866
9/30/34	$330	$466	$23	$47	$0	$866
9/30/35	$347	$450	$23	$46	$0	$866
9/30/36	$365	$434	$24	$44	$0	$866
9/30/37	$384	$417	$24	$42	$0	$866
9/30/38	$403	$398	$24	$40	$0	$866
9/30/39	$424	$379	$25	$38	$0	$866
9/30/40	$446	$359	$25	$36	$0	$866
9/30/41	$468	$338	$26	$34	$0	$866
9/30/42	$492	$316	$26	$32	$0	$866
9/30/43	$519	$291	$27	$29	$0	$866
9/30/44	$547	$265	$28	$27	$0	$866
9/30/45	$577	$238	$28	$24	$0	$866
9/30/46	$608	$209	$29	$21	$0	$866
9/30/47	$641	$178	$29	$18	$0	$866
9/30/48	$675	$146	$30	$15	$0	$866
9/30/49	$712	$113	$30	$11	$0	$866
9/30/50	$750	$77	$31	$8	$0	$866
9/30/51	$791	$40	$32	$4	$0	$866
Total	**$12,063**	**$11,518**	**$706**	**$1,125**	**($1,150)**	**$24,262**

1 – The Annual Installments as listed on the Major Improvements Assessment Roll have been calculated using an interest rate on the Major Improvement Bonds of 3.65% for years 1 through 5 (2022-2026), 4.25% for years 6 through 10, (2027-2031), 4.75% for years 11 through 20 (2032-2041) and 5.00% for years 21-30 (2042-2051).

2 – Administrative Expenses are estimated and will be updated in each Annual Service Plan Update.

3 – Total Annual Installments include Additional Interest Reserve (0.5%).

Appendix G
Major Improvements Assessment Roll per Unit

Lot Type	**Lot Type 3 (40 Ft)**
Assessment	**$9,650.19**
Equivalent Unit	**0.667**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment[3]
9/30/22	$0	$405	$0	$0	($405)	$0
9/30/23	$0	$460	$15	$48	($460)	$63
9/30/24	$170	$460	$15	$48	($55)	$638
9/30/25	$177	$454	$15	$47	$0	$693
9/30/26	$184	$447	$15	$47	$0	$693
9/30/27	$191	$441	$16	$46	$0	$693
9/30/28	$200	$432	$16	$45	$0	$693
9/30/29	$209	$424	$16	$44	$0	$693
9/30/30	$219	$415	$17	$43	$0	$693
9/30/31	$229	$406	$17	$42	$0	$693
9/30/32	$239	$396	$17	$40	$0	$693
9/30/33	$251	$385	$18	$39	$0	$693
9/30/34	$264	$373	$18	$38	$0	$693
9/30/35	$278	$360	$18	$37	$0	$693
9/30/36	$292	$347	$19	$35	$0	$693
9/30/37	$307	$333	$19	$34	$0	$693
9/30/38	$323	$319	$20	$32	$0	$693
9/30/39	$339	$303	$20	$31	$0	$693
9/30/40	$356	$287	$20	$29	$0	$693
9/30/41	$375	$270	$21	$27	$0	$693
9/30/42	$394	$252	$21	$25	$0	$693
9/30/43	$415	$233	$22	$23	$0	$693
9/30/44	$438	$212	$22	$21	$0	$693
9/30/45	$461	$190	$22	$19	$0	$693
9/30/46	$486	$167	$23	$17	$0	$693
9/30/47	$512	$143	$23	$14	$0	$693
9/30/48	$540	$117	$24	$12	$0	$693
9/30/49	$569	$90	$24	$9	$0	$693
9/30/50	$600	$62	$25	$6	$0	$693
9/30/51	$633	$32	$25	$3	$0	$693
Total	**$9,650**	**$9,215**	**$564**	**$900**	**($920)**	**$19,410**

1 – The Annual Installments as listed on the Major Improvements Assessment Roll have been calculated using an interest rate on the Major Improvement Bonds of 3.65% for years 1 through 5 (2022-2026), 4.25% for years 6 through 10, (2027-2031), 4.75% for years 11 through 20 (2032-2041) and 5.00% for years 21-30 (2042-2051).2 – Administrative Expenses are estimated and will be updated in each Annual Service Plan Update.

3 – Total Annual Installments include Additional Interest Reserve (0.5%).

APPENDIX G-1
LEGAL DESCRIPTION OF MAJOR IMPROVEMENTS ASSESSED PROPERTY

LEGAL DESCRIPTION

Being a 2,751.831 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. 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. 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 386.27 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 severing said 218.360 acre tract, the following Seventeen (17) courses:

1. N12°49'49"E, a distance of 138.64 feet to an iron rod with a cap found for corner;
2. N06°44'06"E, a distance of 153.30 feet to a point for corner;
3. N46°47'31"W, a distance of 111.78 feet to a point for corner;
4. N69°35'53"W, a distance of 419.78 feet to a point for corner;
5. N59°39'05"W, a distance of 202.91 feet to a point for corner;
6. S13°59'58"W, a distance of 422.67 feet to a point for corner;
7. N73°55'39"W, a distance of 120.08 feet to a point for corner;
8. N13°59'58"E, a distance of 475.56 feet to a point for corner;
9. N25°15'15"W, a distance of 148.77 feet to a point for corner;
10. N71°50'31"W, a distance of 151.00 feet to a point for corner;
11. S65°10'41"W, a distance of 572.60 feet to a point for corner;
12. S84°31'59"W, a distance of 105.73 feet to a point for corner;
13. N82°30'56"W, a distance of 245.30 feet to a point for corner;
14. N51°44'59"W, a distance of 349.66 feet to a point for corner;
15. N38°19'50"E, a distance of 10.12 feet to a point for corner;
16. N47°51'38"W, a distance of 256.41 feet to a point for corner;
17. Along a curve to the left, having a radius of 1130.00 feet, an arc length of 222.00 feet, a delta angle of 11°15'23", and a chord which bears N61°45'58"W, a distance of 221.64 feet to a point of tangency;

2,751.831 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.

PRELIMINARY-FOR REVIEW PURPOSES ONLY

Robert Glen Maloy Texas R.P.L.S. No. 6028

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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 1901.93 feet to a point for corner;

THENCE S89°45'01"W, a distance of 614.98 feet to a point for corner;

THENCE N86°27'05"W, a distance of 150.95 feet to a point for corner;

THENCE S89°45'01"W, a distance of 540.00 feet to a point for corner;

THENCE S85°56'17"W, a distance of 150.41 feet to a point for the corner;

THENCE S89°45'01"W, a distance of 2321.77 feet to a point for the corner;

THENCE N00°00'00"E, a distance of 1958.28 feet to a point for corner;

THENCE N89°35'43"W, a distance of 1390.05 feet to a point for corner;

THENCE along the East right-of-way line of Dallas North Tollway, a curve to the left, having a radius of 5929.99 feet, an arc length of 308.32 feet, a delta angle of 02°58'44", and a chord which bears N01°57'30"E, a distance of 308.29 feet to a point of tangency;

THENCE N00°24'19"E, along the East right-of-way line of said Dallas North Tollway, a distance of 795.52 feet to a point for corner;

THENCE S44°45'58"E, a distance of 56.40 feet to a point for corner;

THENCE S89°56'16"E, a distance of 260.00 feet to a point for corner;

THENCE S86°07'25"E, a distance of 150.33 feet to a point for corner;

THENCE S89°56'16"E, a distance of 578.41 feet to a point for corner;

THENCE N00°21'31"E, a distance of 1261.95 feet to a point for the corner;

THENCE N89°29'16"W, a distance of 320.42 feet to a point for the corner;

THENCE S66°04'22"W, a distance of 775.93 feet to a point for the corner;

THENCE N00°24'17" E, with the East right-of-way line of said Dallas North Tollway, a distance of 4088.46 feet to a point for the corner;

THENCE S89°13'24"E, a distance of 350.58 feet to a point for the corner;

THENCE N31°35'25"E, a distance of 542.71 feet to a point for the corner;

THENCE N31°35'25"E, a distance of 1563.66 feet to a point for the corner;

THENCE N83°19'47"W, a distance of 281.05 feet to a point for the corner;

2,751.831 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.

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LEGAL DESCRIPTION (continued)

THENCE N00°03'44"W, a distance of 90.62 feet to a point for the corner;

THENCE N00°03'01"W, a distance of 1661.21 feet to a point for the corner;

THENCE S89°57'41"W, a distance of 147.08 feet to a point for the corner;

THENCE N00°26'51"E, a distance of 5386.54 feet to a point for the corner;

THENCE S89°30'00"E, a distance of 826.10 feet to a point for the corner;

THENCE N00°18'32"E, a distance of 1480.32 feet to a point for the corner;

THENCE S89°50'48"W, a distance of 822.57 feet to a point for the corner;

THENCE N00°26'50"E, a distance of 1207.15 feet to a point for the corner;

THENCE S89°47'54"E, a distance of 1219.89 feet to a point for the corner;

THENCE S16°14'08"E, a distance of 1248.38 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 735.77 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;

2,751.831 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.

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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 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 2,751.831 acres of land.

2,751.831 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

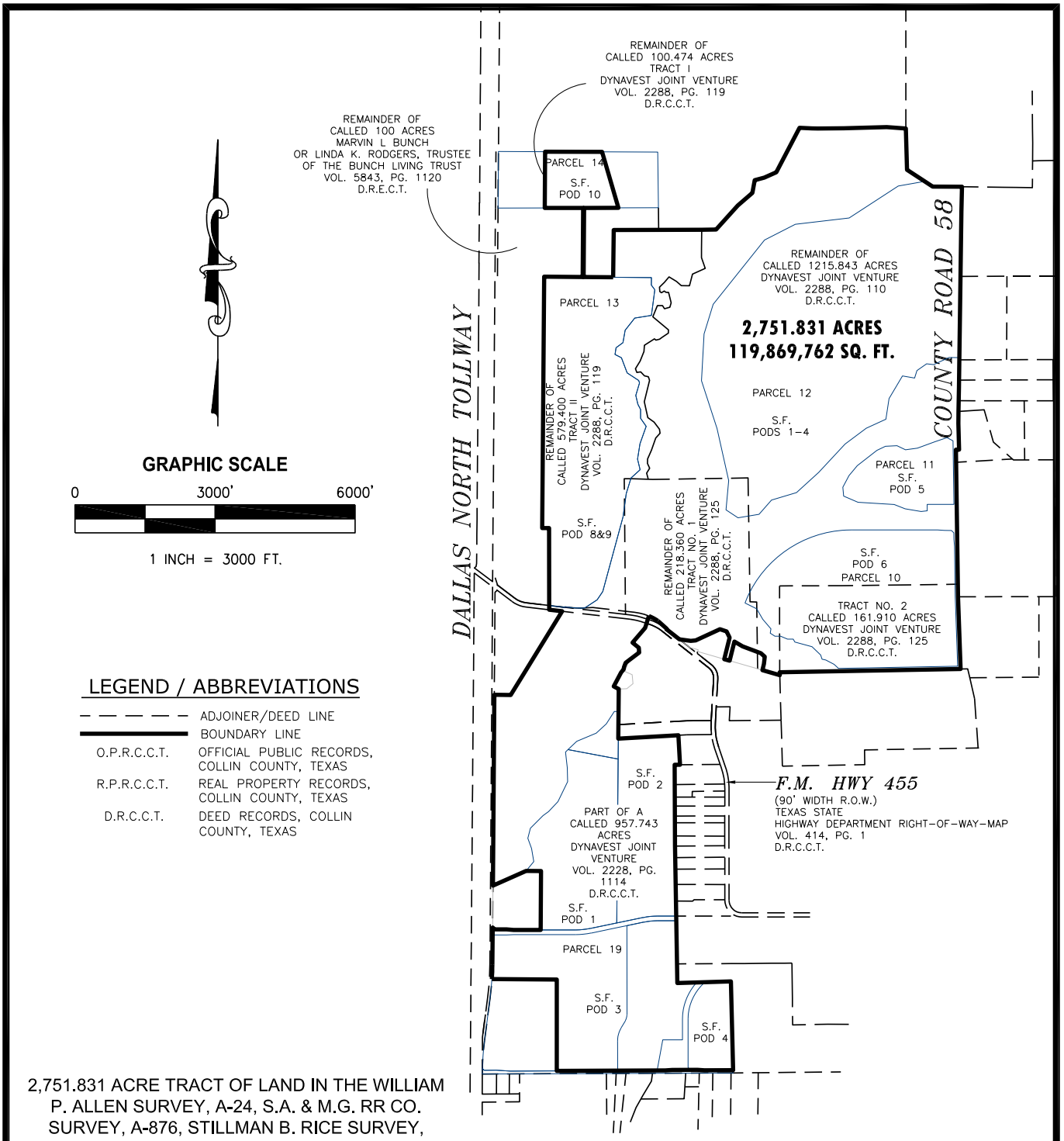
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GRAPHIC SCALE

0 3000' 6000'

1 INCH = 3000 FT.

LEGEND / ABBREVIATIONS

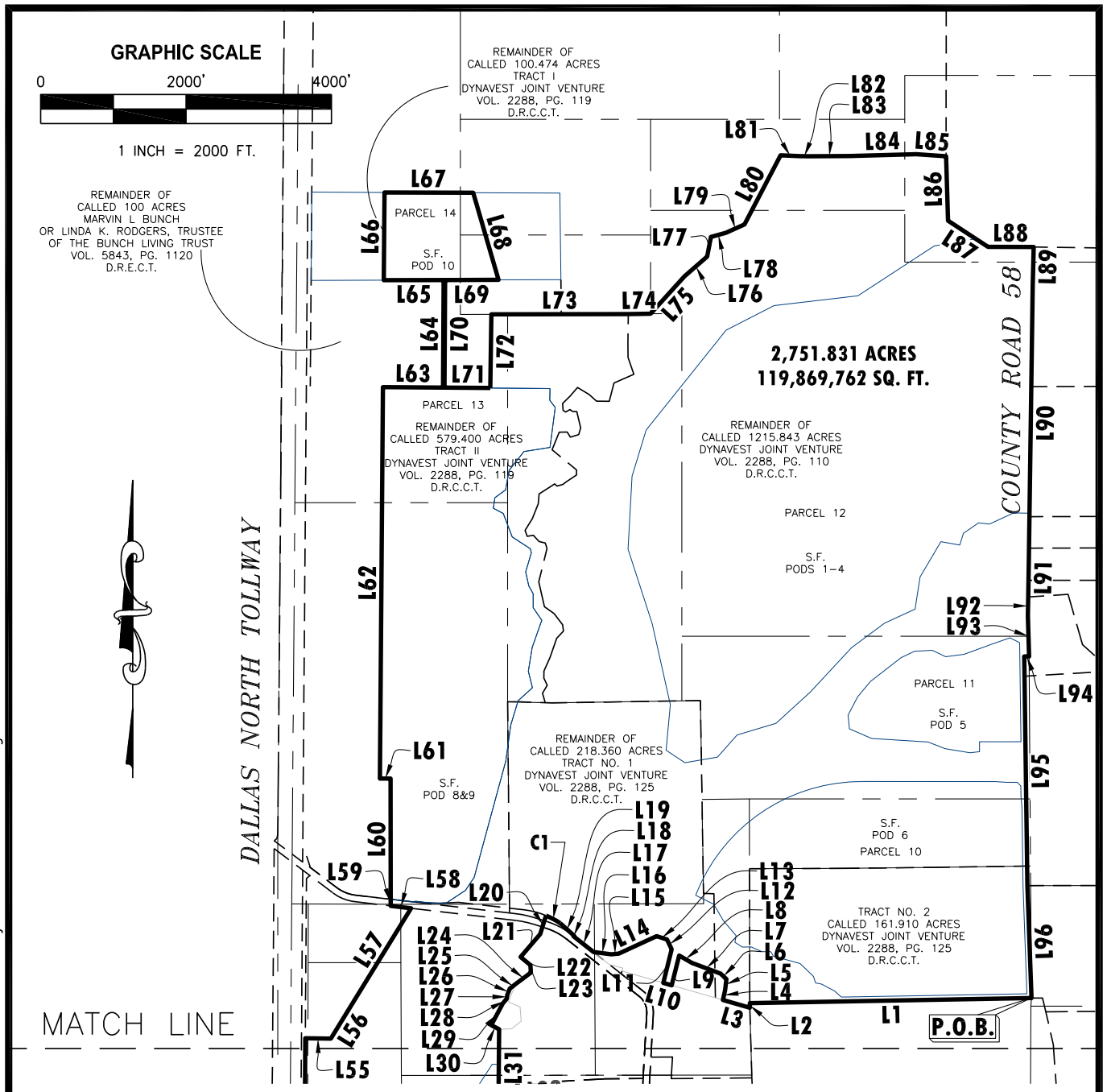
— — — —	ADJOINER/DEED LINE
———	BOUNDARY LINE
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
R.P.R.C.C.T.	REAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS

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COLLIN COUNTY, TEXAS

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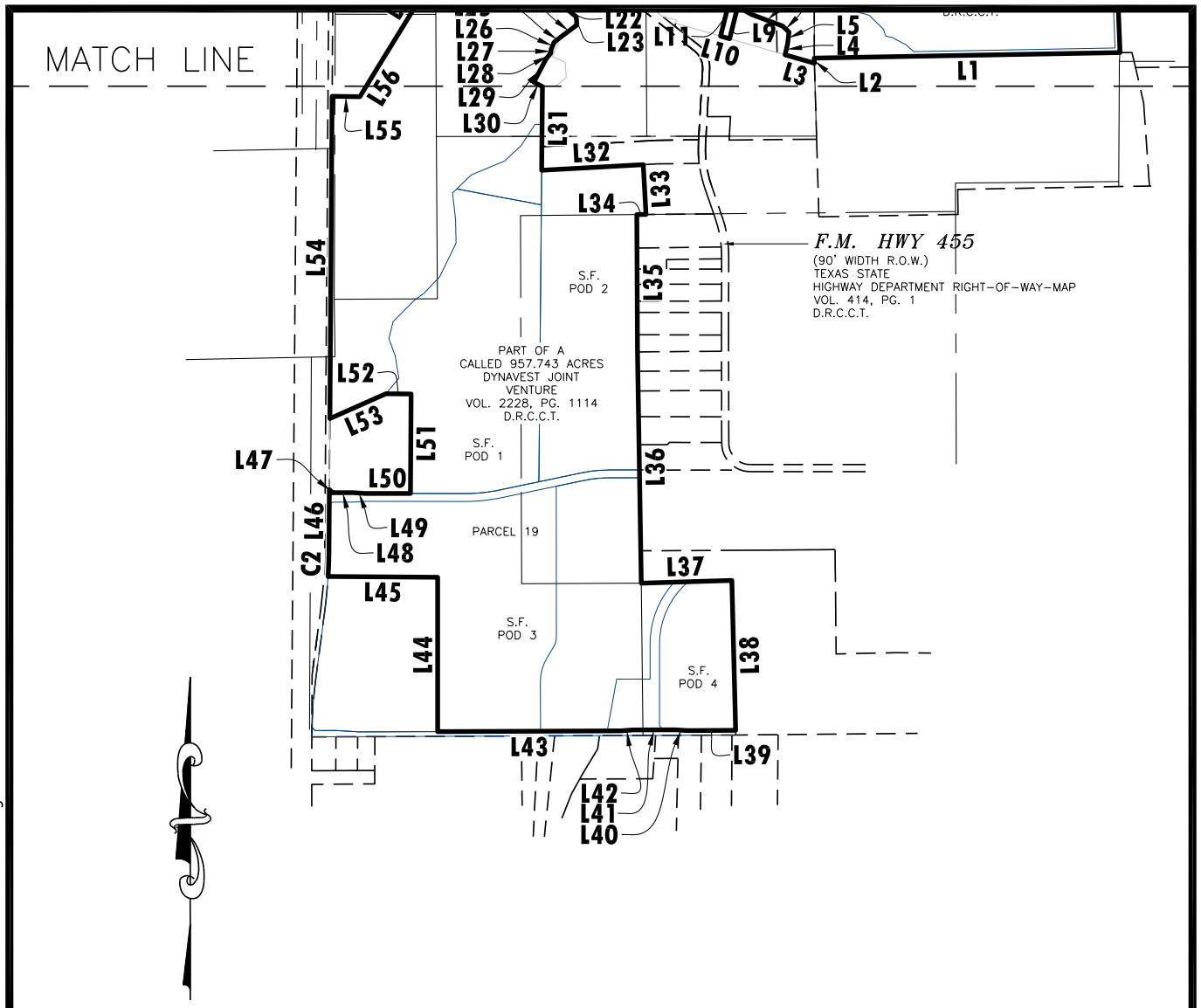
LEGEND / ABBREVIATIONS

	ADJOINER/DEED LINE
	BOUNDARY LINE
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
R.P.R.C.C.T.	REAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS
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GRAPHIC SCALE

0 2000' 4000'

1 INCH = 2000 FT.

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COLLIN COUNTY, TEXAS

LEGEND / ABBREVIATIONS

	ADJOINER/DEED LINE
	BOUNDARY LINE
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
R.P.R.C.C.T.	REAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS
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LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S88°58'02"W	3875.51'
L2	S01°04'44"E	63.89'
L3	N73°55'39"W	386.27'
L4	N12°49'49"E	138.64'
L5	N06°44'06"E	153.30'
L6	N46°47'31"W	111.78'
L7	N69°35'53"W	419.78'
L8	N59°39'05"W	202.91'
L9	S13°59'58"W	422.67'
L10	N73°55'39"W	120.08'
L11	N13°59'58"E	475.56'
L12	N25°15'15"W	148.77'
L13	N71°50'31"W	151.00'
L14	S65°10'41"W	572.60'
L15	S84°31'59"W	105.73'
L16	N82°30'56"W	245.30'
L17	N51°44'59"W	349.66'
L18	N38°19'50"E	10.12'
L19	N47°51'38"W	256.41'
L20	S17°13'41"W	267.36'
L21	S40°37'27"W	414.21'
L22	S50°02'12"E	174.16'
L23	S04°21'15"E	103.17'
L24	S53°17'03"W	256.14'
L25	S51°53'58"W	107.37'
L26	S21°48'09"W	97.62'
L27	S06°43'01"W	48.67'
L28	S39°44'41"W	87.61'
L29	S27°53'00"W	337.61'
L30	S62°34'37"E	122.61'

LINE TABLE		
LINE	DIRECTION	LENGTH
L31	S00°30'19"W	1063.09'
L32	N86°48'50"E	1289.24'
L33	S03°11'10"E	632.52'
L34	S89°27'53"W	116.62'
L35	S00°17'11"E	1724.68'
L36	S00°56'38"E	2951.35'
L37	N88°16'05"E	1147.55'
L38	S01°29'07"E	1901.93'
L39	S89°45'01"W	614.98'
L40	N86°27'05"W	150.95'
L41	S89°45'01"W	540.00'
L42	S85°56'17"W	150.41'
L43	S89°45'01"W	2321.77'
L44	N00°00'00"E	1958.28'
L45	N89°35'43"W	1390.05'
L46	N00°24'19"E	795.52'
L47	S44°45'58"E	56.40'
L48	S89°56'16"E	260.00'
L49	S86°07'25"E	150.33'
L50	S89°56'16"E	578.41'
L51	N00°21'31"E	1261.95'
L52	N89°29'16"W	320.42'
L53	S66°04'22"W	775.93'
L54	N00°24'17"E	4088.46'
L55	S89°13'24"E	350.58'
L56	N31°35'25"E	542.71'
L57	N31°35'25"E	1563.66'
L58	N83°19'47"W	281.05'
L59	N00°03'44"W	90.62'
L60	N00°03'01"W	1661.21'

LINE TABLE		
LINE	DIRECTION	LENGTH
L61	S89°57'41"W	147.08'
L62	N00°26'51"E	5386.54'
L63	S89°30'00"E	826.10'
L64	N00°18'32"E	1480.32'
L65	S89°50'48"W	822.57'
L66	N00°26'50"E	1207.15'
L67	S89°47'54"E	1219.89'
L68	S16°14'08"E	1248.38'
L69	S89°50'48"W	735.77'
L70	S00°18'38"W	1480.55'
L71	S89°30'00"E	630.52'
L72	N00°46'50"E	1013.39'
L73	N89°53'37"E	1884.13'
L74	N89°01'13"E	307.00'
L75	N42°11'13"E	694.59'
L76	N48°56'13"E	413.26'
L77	N10°35'01"E	275.42'
L78	N74°49'01"E	212.62'
L79	N65°47'01"E	282.00'
L80	N27°33'05"E	1073.55'
L81	S87°13'55"E	263.52'
L82	S89°13'55"E	127.00'
L83	N89°38'05"E	560.00'
L84	N88°26'05"E	917.00'
L85	S86°02'55"E	411.00'
L86	S01°39'02"E	886.80'
L87	S56°53'31"E	657.24'
L88	S89°45'11"E	627.65'
L89	S01°19'43"W	529.15'
L90	S00°48'42"W	3775.00'

LINE TABLE		
LINE	DIRECTION	LENGTH
L91	S01°03'35"W	500.00'
L92	S00°49'35"W	271.50'
L93	S01°34'34"E	559.27'
L94	N89°47'43"W	66.05'
L95	S00°46'36"E	3152.31'
L96	S02°06'34"E	1548.60'

2,751.831 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

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	308.32'	5929.99'	2°58'44"	N01°57'30"E	308.29'

NOTE: This exhibit was created to only reflect the overall boundary limits shown herein, and is not a boundary survey.

LANDPOINT INC.
6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

X:\2021\21-0195-10\DWG\21-0195 Dynavest - Boundary Exhibit - PODS.dwg

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APPENDIX D

FORM OF OPINION OF BOND COUNSEL

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October 28, 2021

NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(MAJOR IMPROVEMENTS PROJECT)
IN THE ORIGINAL PRINCIPAL AMOUNT OF $81,175,000

We have acted as "Bond Counsel" to North Parkway Municipal Management District No. 1 (the "District") in connection with the issuance of the bonds described above (the "Bonds") for the sole purpose of providing legal advice and traditional legal services to the District including rendering an opinion with respect to the legality and validity of the Bonds under the Constitution and laws of the State of Texas and with respect to the exclusion of interest on the Bonds from gross income for federal income tax purposes. We have not investigated or verified original proceedings, records, data, or other material, but we have relied solely upon the transcript of certified proceedings, certifications, and other documents described in the following paragraph. We have not assumed any responsibility with respect to the financial condition or capabilities of the District or the disclosure thereof in connection with the sale of the Bonds. We have relied solely on information and certifications furnished to us by the District with respect to the current outstanding indebtedness of the District and the adequacy of the "Trust Estate", described in the Indenture defined below, for payment of the Bonds.

In our capacity as Bond Counsel, we have participated in the preparation of and have examined a transcript of certified proceedings pertaining to the Bonds that contains certified copies of certain proceedings of the Board of Directors of the District (the "Board of Directors"); an order of the Board of Directors authorizing the Bonds adopted on October 6, 2021 (the "Order"); the Indenture of Trust dated as of October 1, 2021 between the District and Wilmington Trust, National Association (the "Indenture"); the Bond Purchase Agreement dated October 6, 2021 between the underwriter named therein and the District; the approving opinion of the Attorney General of the State of Texas; customary certificates of officers, agents, and representatives of the District (including a "Federal Tax Certificate"), and other public officials; and other documents relating to the issuance of the Bonds. In such examination, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original copies of all documents submitted to us as certified copies, and the truth and accuracy of the statements contained in such certificates. We have also examined applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), court decisions, Treasury Regulations, and published rulings of the Internal Revenue Service (the "Service") as we have deemed relevant. We have examined executed Bond No. T-1.

Based on said examination and in accordance with customary legal practice, it is our opinion that:

1. The District is a validly existing municipal management district of the State of Texas with power to adopt the Order, perform its agreements therein, and issue the Bonds.

2. The Bonds have been authorized, sold, and delivered in accordance with law.

3. The Bonds constitute valid and legally binding obligations of the District enforceable in accordance with their terms except as the enforceability thereof may be limited by principles of sovereign

immunity and bankruptcy, insolvency, reorganization, moratorium, liquidation, and other similar laws now or hereafter enacted relating to creditors' rights generally.

4. The Trust Estate (as described in the Indenture) consisting primarily of Assessments levied against assessable properties in the District in accordance with a Service and Assessment Plan for the Major Improvements Project necessary to pay the interest on and principal of the Bonds have been pledged irrevocably for such purpose.

5. Interest on the Bonds is excludable from gross income for federal income tax purposes under section 103 of the Code and is not an item of tax preference for purposes of the federal alternative minimum tax.

We call your attention to the fact that the ownership of obligations such as the Bonds may result in collateral federal tax consequences to, among others, financial institutions, property and casualty insurance companies, life insurance companies, certain foreign corporations doing business in the United States, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a financial asset securitization investment trust, certain S corporations with Subchapter C earnings and profits, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred expenses allocable to, tax-exempt obligations.

The Service has an ongoing audit program to determine compliance with rules relating to whether interest on state or local obligations is excludable from gross income for federal income tax purposes. No assurance can be given regarding whether or not the Service will commence an audit of the Bonds. If such an audit is commenced, under current procedures, the Service would treat the District as the taxpayer, and owners of the Bonds would have no right to participate in the audit process. We observe that the District has covenanted not to take any action, or omit to take any action within its control, that, if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

In rendering these opinions, we have relied upon representations and certifications of the District, the District's financial advisor, and the underwriter of the Bonds with respect to matters solely within the knowledge of such parties, respectively, which we have not independently verified, and we assume continuing compliance by the District with covenants pertaining to those sections of the Code which affect the exclusion from gross income of interest on the Bonds for federal income tax purposes. If such representations and certifications are determined to be inaccurate or incomplete, or the District fails to comply with the foregoing covenants, interest on the Bonds could become includable in gross income retroactively to the date of issuance of the Bonds, regardless of the date on which the event causing such inclusion occurs.

Except as stated above, we express no opinion as to any other federal, state, or local tax consequences under present law, or proposed legislation, resulting from the receipt or accrual of interest on or the acquisition, ownership, or disposition of the Bonds.

The District reserves the right, subject to the restrictions set forth in the Indenture, and without obtaining the consent of the registered owners of the Bonds, to issue "Refunding Bonds" to refund the Bonds to the extent authorized by state law.

The registered owners of the Bonds shall never have the right to demand payment of the principal thereof or interest thereon out of any funds raised or to be raised by taxation or from any source whatsoever other than the source specified in the Indenture.

We express no opinion herein regarding the accuracy, adequacy, or completeness of the Limited Offering Memorandum relating to the Bonds.

The opinions set forth above are based on existing laws of the United States (including statutes, regulations, published rulings, and court decisions) and the State of Texas, which are subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Service; rather, such opinions represent our legal judgment based on our review of existing law, and are made in reliance on the representations and covenants referenced above that we deem relevant to such opinions.

This legal opinion expresses the professional judgment of this firm as to the legal issues explicitly addressed therein and is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. In rendering a legal opinion, we do not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of our opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Respectfully submitted,

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APPENDIX E-1

FORM OF DISTRICT DISCLOSURE AGREEMENT

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NORTH PARKWAY MANAGEMENT DISTRICT NO. 1
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(MAJOR IMPROVEMENTS PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of October 1, 2021 (this "Disclosure Agreement") is executed and delivered by and between the North Parkway Municipal Management District No. 1 (the "Issuer"), MuniCap, Inc. (the "Administrator"), and MuniCap, Inc., a dissemination agent (the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2021 (Major Improvements Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Agreement shall be filed with the MSRB through EMMA (defined below).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of October 1, 2021, between the Issuer and the Trustee relating to the Bonds (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:

"Administrator" shall mean MuniCap, Inc., or an officer or employee of the District, or third party designee of the District who is not an officer or employee thereof, identified in any indenture of trust relating to the Bonds, the District's Service and Assessment Plan, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District.

"Affiliate" shall have the meaning assigned to such term in the Master Developer Disclosure Agreement.

"Annual Collection Costs" shall have the meaning assigned to such term in the Indenture.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

"Annual Issuer Report" shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessments" shall have the meaning assigned to such term in the Indenture.

"Business Day" shall mean any day other than a Saturday, Sunday, or legal holiday in the State of Texas observed as such by the Issuer or the Trustee.

"Disclosure Representative" shall mean the President or Vice President of the Issuer or his or her designee, or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean Municap, Inc., or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access System administered by the MSRB which, as of the date of this Disclosure Agreement, is available on the internet at http://emma.msrb.org.

"Fiscal Year" shall mean the calendar year from October 1 through September 30.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Master Developer Disclosure Agreement" shall mean the Continuing Disclosure Agreement of the Master Developer, dated as of October 1, 2021 executed and delivered by the Master Developer, the Administrator, and the Dissemination Agent.

"Master Developer" shall mean MM Celina 3200, LLC, a Texas limited liability company, and its successors and assigns, including any Affiliate.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

"Outstanding" shall have the meaning given to it in the Indenture.

"Owner(s)" shall mean the registered owner(s) of any Bonds, as shown on the register maintained by the Trustee.

"Participating Underwriter" means FMSbonds, Inc. and its successors and assigns.

"Prepayment" shall mean the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

"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.

"Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Trust Estate" shall have the meaning assigned to such term in the Indenture.

"Trustee" shall mean Wilmington Trust, National Association., or any successor trustee pursuant to the Indenture.

Section 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Administrator to compile and prepare the Annual Issuer Report. The Administrator shall provide such Annual Issuer Report to the Issuer and the Dissemination Agent no later than 10 Business Days before the expiration of six months after the end of each Fiscal Year.

(b) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, commencing with the Fiscal Year ended September 30, 2021, an Annual Issuer 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 Issuer, if prepared and available, may be submitted separately from the Annual Financial Information, and later than the date required in this paragraph for the filing of the Annual Issuer Report if audited financial statements are not available by such date; provided further, however, that the Annual Issuer Report must be submitted not later than six months after the end of the Issuer's Fiscal Year, commencing with the Fiscal Year ended September 30, 2021. The Issuer will provide the audited financial statements in connection with the requirements of the Rule; notwithstanding such requirements, the Bonds are special obligations of the Issuer payable solely from the Pledged Revenues and other funds comprising the Trust Estate, as and to the extent provided for and defined in the Indenture. The Bonds do not give rise to a charge against the general credit or taxing power of the Issuer and are payable solely from the sources identified in the Indenture.

The Annual Issuer 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 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a). All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(c) The Issuer shall or shall cause the Dissemination Agent pursuant to written direction to:

(1) determine the filing address or other filing location of the MSRB each year within ten (10) Business Days prior to filing the Annual Issuer Report on the date required in Section 4;

(2) file the Annual Issuer Report (excluding the audited financial statements of the Issuer, 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;

(3) file audited financial statements of the Issuer pursuant to Section 4(b) herein; and

(4) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

Section 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file, the following:

(a) Within six months after the end of each Fiscal Year the following Annual Financial Information (any or all of which may be unaudited):

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding;

(B) The amounts in the funds and accounts securing the Bonds; and

(ii) The principal and interest paid on the Bonds during the most recent Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(iii) Any changes to the land use designation for the property in the District from the purposes identified in the Service and Assessment Plan.

(iv) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Assessments in the District.

(v) The aggregate taxable assessed valuation for parcels or lots within the District based on the most recent certified tax roll available to the Issuer.

(vi) With respect to single-family residential lots, until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Assessments levied within the District, such SAP Update shall include the following:

(A) the number of new homes in the District for which a certificate of occupancy has been issued during such Fiscal Year; and

(B) the aggregate number of new homes within the District for which a certificate of occupancy has been issued since filing the initial Annual Issuer Report for Fiscal Year ended September 30, 2021.

(vii) Listing of any property or property owners in the District representing more than twenty percent (20%) of the levy of Assessments, the amount of the levy of Assessments against such landowners, and the percentage of such Assessments relative to the entire levy of Assessments within the District, all as of the October 1 billing date for the Fiscal Year.

(viii) Collection and delinquency history of the Assessments within the District for the past five Fiscal Years, in the following format:

Collection and Delinquent History of Assessments in the District

Collected in Fiscal Year Ending 9/30	Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Assessments Collected[(1)]
20__	$			—	—		$

(1) Collected as of _____, 20__. Includes $_____ attributable to Prepayments.

(ix) Total amount of Prepayments collected, as of the April 1 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(x) The amount of delinquent Assessments by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) which are currently subject to foreclosure proceedings which have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) the result of any foreclosure sales of assessed property within the District if the assessed property represents more than one percent (1%) of the total amount of Assessments.

(xi) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If audited financial statements are not included with the financial information provided under subsection 4(a) above, unaudited financial statements shall be included with such financial information within twelve months of the end of the Issuer's fiscal year.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated MuniCap, Inc. as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the Bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership, or similar event of the Issuer.

13. 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.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a financial obligation of the obligated person, if material, or agreements to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

The Issuer does not intend for any sale by the Master Developer of real property within the District to be considered a significant event for the purposes of number (10) above.

For these purposes, "financial obligation" means (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule. The Issuer intends the words used in numbers (15) and (16) and the definition of "financial obligation" to have the meanings ascribed to them in SEC Release No. 34-83885 (August 20, 2018).

For these purposes, any event described in the immediately preceding number (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

Upon 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 MSRB; provided, however, the Issuer shall deliver such written notice to the Dissemination Agent within eight (8) business days of the occurrence of such Listed Event in order for the Dissemination Agent to timely file such notice in a timely manner with the MSRB through EMMA. The Dissemination Agent shall file such notice no later than the second Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event; provided that the Dissemination Agent shall not 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; provided, however, the failure of the Issuer to provide timely written notice to the Dissemination Agent in accordance this paragraph shall not constitute a failure of the Dissemination Agent to comply with the MSRB's ten (10) business day filing requirement.

Additionally, the Dissemination Agent shall notify the MSRB, 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. The form for submitting such notice is attached hereto as Exhibit A.

Any notice under the preceding paragraphs 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 written direction from the Issuer to the Dissemination Agent shall within eight (8) business days after the occurrence of the Listed Event or failure to file and date of such filing provided by the Issuer shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design, and other elements comprising substantive contents of all disclosures. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within two (2) Business Days of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed in writing by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than 2 Business Days following the day on which it receives such written instructions. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. 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 Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8, 10, 13, 14 or 15 of subsection (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after the occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (d).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

Section 6. 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 Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, 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 Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, 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 Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to such series of Bonds under Section 5(a).

Section 7. 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. The Dissemination Agent may resign at any time with thirty (30) days' notice to the Issuer. 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 set forth in Section 2.

Section 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its 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 Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds 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, materially impair the interests of the Owners or beneficial owners of the Bonds.

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 Issuer 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 Listed Event under Section 5(a), and (ii) the Annual Issuer 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).

Section 9. 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 any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any

Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may and the Trustee may(and, at the request of any Participating Underwriter or the Owners of more than fifty percent (50%) aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction as provided in the Indenture), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Issuer, as the case may be, 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 Bonds, 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. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Master Developer Disclosure Agreement by the Master Developer, and a default under the Master Developer Disclosure Agreement by the Master Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. 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. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees, and agents, but only with funds to be provided by the Master Developer or from Assessments collected from the property owners in the District against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses, or liabilities arising from information provided to the Dissemination Agent by the Master Developer or the failure of the Master Developer to provide information to the Dissemination Agent as and when required under the Master Developer Disclosure Agreement. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. 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 in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or 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.

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.

The Administrator shall not have any responsibility for the (1) accuracy of any information provided by third parties or the Issuer for the disclosures made pursuant to the terms hereof, or (2) the untimeliness of any information provided by third parties or the Issuer for the disclosures made pursuant to the terms hereof, except where such untimeliness is attributable to the actions or inactions of the Administrator. The Administrator shall have only such duties as are specifically set forth in Sections 3 and 4 of this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Master Developer or from Assessments collected from the property owners in the District against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability resulting from information provided to the Administrator by the Issuer, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties or the Master Developer, or the failure of any third party or the Master Developer to provide information to the Administrator as and when required under this Agreement. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator 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 Administrator 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, THE ADMINISTRATOR OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR 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. NEITHER THE DISSEMINATION AGENT NOR THE ADMINISTRATOR ARE UNDER ANY OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

Section 12. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments are

set forth in Exhibit C which is solely intended to illustrate the general procedures expected to generally be followed in enforcing the payment of delinquent Assessments.

Section 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator or the 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, the Administrator or the 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. Sovereign Immunity. The Dissemination Agent agrees that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

Section 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent and the Owners and the beneficial owners from time to time of the Bonds, 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 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from Assessments collected from the property owners in the District, for its fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

Section 18. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

Section 19. 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.

Section 20. Master Developer Disclosure Agreement. Concurrently with the execution and delivery of this Disclosure Agreement, the Dissemination Agent and Administrator have entered into the Master Developer Disclosure Agreement. Except as provided in Section 6 of the Master Developer Disclosure Agreement, the parties agree that the Issuer has no obligation to assume any of the duties of the Master Developer under the terms of the Master Developer Disclosure Agreement.

Section 21. Anti-Boycott Verification. The Dissemination Agent and the Administrator hereby verify that neither the Dissemination Agent, the Administrator nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, 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 2271.002, 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 and the Administrator understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator and exists to make a profit.

Section 22. Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Dissemination Agent and the Administrator represent that neither the Dissemination Agent, the Administrator, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator 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 state or federal law and excludes the Dissemination Agent, the Administrator and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, 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 state or federal sanctions regime relating to a foreign terrorist organization. The Dissemination Agent and the Administrator understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator and exists to make a profit

Section 23. Forms 1295. Submitted by the Administrator herewith is a completed Form 1295 in connection with the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The District hereby confirms receipt of the Form 1295 from the Administrator, and the District agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Administrator and the District understand and agree that, with the exception of information identifying the District and the contract identification number, neither the District nor its consultant is responsible for the information contained in the Form 1295; that the information contained

in the Form 1295 has been provided solely by the Administrator; and, neither the District nor its consultant has verified such information.

Section 24. 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 Dissemination Agent and the Administrator hereby verify that they and their parent companies, 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 Dissemination Agent and the Administrator understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent and the Administrator and exists to make a profit.

Section 25. 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 Dissemination Agent and the Administrator hereby verify that they and their 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 Dissemination Agent and the Administrator understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent and the Administrator and exists to make a profit.

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NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1

By: _____
President, Board of Directors

DISSEMINATION AGENT:
MUNICAP, INC.

By: _____
Authorized Officer

ADMINISTRATOR:
MUNICAP, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL ISSUER REPORT

Name of Issuer: North Parkway Municipal Management District No. 1
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2021 (Major Improvements Project)
Date of Delivery: _____

NOTICE IS HEREBY GIVEN that the North Parkway Municipal Management District No. 1, has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement dated October 1, 2021, between the Issuer, MuniCap, Inc. as Administrator and MuniCap, Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

MUNICAP, INC., on behalf of the North Parkway Municipal Management District No. 1 (as Dissemination Agent)

By: _____
Title: _____

cc: North Parkway Municipal Management District No. 1

EXHIBIT B

NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(MAJOR IMPROVEMENTS PROJECT)

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20__

CUSIP NOSs: [insert CUSIP NOs.]

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

_____

***Excluding Audited Financial Statements of the Issuer

BALANCE OF FUNDS AND ACCOUNTS SECURING THE BONDS

Bonds (Principal Balance)	_____
Funds and Accounts [list]	_____
TOTAL ASSETS	_____

Form of Accounting ˜ Cash ˜ Accrual ˜ Modified Accrual

ITEMS REQUIRED BY SECTIONS 4(a)(ii) – (vii)

[Insert a line item for each applicable listing]

SECTION 4(a)(viii) COLLECTION AND DELINQUENCY HISTORY OF THE ASSESSMENTS WITHIN THE DISTRICT FOR THE PAST FIVE FISCAL YEARS, IN THE FOLLOWING FORMAT:

Collection and Delinquent History of Assessments in the District

Collected in Fiscal Year Ending 9/30	Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Assessments Collected[(1)]
20__	$			—	—		$

[(1)] Collected as of _____, 20_. Includes $_____ attributable to Prepayments.

ITEMS REQUIRED BY SECTIONS 4(a)(ix) – (xi)

[Insert a line item for each applicable listing]

EXHIBIT C

BASIC TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	**Delinquency Clock (Days)**	**Activity**
January 31		Assessments are due.
February 1	1	Assessments Delinquent if not received
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.
		Issuer and/or Administrator should be aware of actual and specific delinquencies
		Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payment on April 1. **If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified.**
		Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment.
		At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the District's Attorney or an appropriate designee, will begin process to cure deficiency. **For properties delinquent by more than one year or if the delinquency exceeds $10,000, the matter will be referred for commencement of foreclosure.**
		If there are over 5% delinquencies or if there is inadequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.
April 1	28/29	Trustee pays bond interest payments to bondholders.
		Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection rate.

[1] *Illustration of sequencing and thresholds of events only. Actual actions may differ from this timeline.*

Date	Delinquency Clock (Days)	Activity
		Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or Fund for debt service.
		Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.
		Issuer determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments.
March 20	47/48	**Issuer and/or Administrator to notify Dissemination Agent for disclosure to MSRB of all delinquencies in the form of the Annual Issuer Report or otherwise.**
		If any property owner with ownership of property responsible for more than $10,000 of the Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with District Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Assessments.
April 15	74/75	**Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity.**
		If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.
May 1	89/90	If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
May 15	103/104	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 120/121).
June 1	**120/121**	**Foreclosure action to be filed with the court.**

Date	Delinquency Clock (Days)	Activity
June 15	**134/135**	**Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status.** Dissemination Agent notifies bondholders.
July 1	150/151	If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

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APPENDIX E-2

FORM OF MASTER DEVELOPER DISCLOSURE AGREEMENT

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NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(MAJOR IMPROVEMENTS PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF MASTER DEVELOPER

This Continuing Disclosure Agreement of Master Developer dated as of October 1, 2021 (this "Disclosure Agreement") is executed and delivered by and among MM Celina 3200, LLC, a Texas limited liability company (the "Master Developer"), MuniCap, Inc. (the "Administrator"), and MuniCap, Inc. , acting solely in its capacity as dissemination agent (the "Dissemination Agent") with respect to the "North Parkway Municipal Management District No. 1, Texas, Special Assessment Revenue Bonds, Series 2021 (Major Improvements Project)" (the "Bonds"). The Master Developer, the Administrator and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Master Developer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of October 1, 2021, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Administrator" shall mean the District or the person or independent firm designated by the District who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the District related to the duties and responsibilities of the administration of the District. The District has selected MuniCap, Inc. as the initial Administrator.

"Affiliates" shall mean an entity that owns property within the District and is controlled by, controls, or is under common control of the Master Developer.

"Annual Collection Costs" shall have the meaning assigned to such term in the Indenture.

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

"Assessments" shall mean Assessments as defined in the Indenture.

"Business Day" means any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the District where the Designated Payment/Transfer Office of the Paying Agent/Registrar (as each term is defined in the Indenture) is located are required or authorized by law or executive order to close.

"Capital Recovery Fee Bonds" means the District's North Parkway Municipal Management District No. 1, Texas, Contract Revenue Bonds, Series 2021 (Capital Recover Fee Projects).

"Certification Letter" shall mean a certification letter provided by a Reporting Party, pursuant to Section 3, in substantially the form attached as Exhibit D.

"City" shall mean the City of Celina, Texas.

"Commercial/MF Major Improvements" shall have the meaning given to it in the Limited Offering Memorandum.

"Development Agreement" means that certain Development, Settlement and Annexation Agreement effective of September 8, 2020 between the City and Dyanvest Joint Venture (as predecessor in interest to the Master Developer), as amended by the First Amendment to Development, Settlement and Annexation Agreement among the Master Developer, the City and the District, effective as of August 2, 2021, as further amended by the Second Amendment to Development, Settlement and Annexation Agreement among the Master Developer, the City and the District effective as of September 14, 2021 and as further amended.

"Disclosure Agreement of Issuer" shall mean the Continuing Disclosure Agreement of Issuer dated as of October 1, 2021 executed and delivered by and among the District, the Administrator and the Dissemination Agent.

"Dissemination Agent" shall mean MuniCap, Inc., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the District and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean North Parkway Municipal Management District No. 1.

"District Major Improvements" shall mean, collectively, the Major Improvements and the Commercial/MF Major Improvements.

"EMMA" shall mean the Electronic Municipal Market Access System available on the internet at http://emma.msrb.org.

"Homebuilder(s)" shall mean any merchant homebuilder who enters into a Lot Sale Agreement with the Master Developer subsequent to the date of issuance of the Bonds, and the successors and assigns of such homebuilder under such Lot Sale Agreement.

"Limited Offering Memorandum" shall mean the Limited Offering Memorandum for the Bonds dated October __, 2021.

"Listed Events" shall mean, collectively, Master Developer Listed Events and Significant Homebuilder Listed Events.

"Local Improvements" shall have the meaning assigned to it in the Limited Offering Memorandum.

"Lot Sale Agreement" shall mean, with respect to lots or land within the District, any Lot Sale Agreement between a Homebuilder and the Master Developer to purchase lots or to purchase land.

"Major Improvements" shall have the meaning assigned to such term in the Service and Assessment Plan.

"Master Developer" shall mean MM Celina 3200, LLC, a Texas limited liability company, and each other Person, through assignment, who assumes the obligations, requirements or covenants to construct one or more of the District Major Improvements and their designated successors and assigns.

"Master Developer Listed Events" shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

"Outstanding" shall have the meaning assigned to such term in the Indenture.

"Owner" shall have the meaning assigned to such term in the Indenture.

"Person" shall mean any legal person, including any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

"Pod Developer(s)" shall mean each of the Pod Developers (individually or collectively as utilized in the context herein) identified in the Limited Offering Memorandum and their respective successors and assigns other than an end user home buyer.

"Private Improvements" shall mean the five (5) amenity centers, the two (2) "Regional Amenity Centers", linear parks, and golf course amenities described in the Limited Offering Memorandum and required to be constructed or caused to be constructed by the Master Developer or its designee pursuant to the Development Agreement.

"Quarterly Ending Date" shall mean each March 31, June 30, September 30 and December 31, beginning March 31, 2022.

"Quarterly Filing Date" shall mean for each Quarterly Ending Date, the fifteenth calendar day of the second month following such Quarterly Ending Date being May 15, August 15, November 15, and February 15.

"Quarterly Information" shall have the meaning assigned to such term in Section 3 of this Disclosure Agreement.

"Quarterly Report" shall mean any Quarterly Report described in Section 3 of this Disclosure Agreement and substantially similar to that attached as Exhibit A hereto.

"Reporting Party" shall mean the Master Developer and/or Significant Homebuilder, as applicable.

"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.

"Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Significant Homebuilder" shall mean a Homebuilder other than a Pod Developer that then owns five percent (5%)[1] or more of the single-family residential lots within the District.

"Significant Homebuilder Listed Events" shall mean any of the events listed in Section 4(b) of this Disclosure Agreement.

"Trustee" shall mean Wilmington Trust, National Association, national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as trustee, or any successor trustee pursuant to the Indenture.

"Underwriter" shall mean FMSbonds, Inc. and its successors and assigns.

Section 3. Quarterly Reports.

(a) The Master Developer, and any Significant Homebuilder with respect to its acquired real property, shall, at its cost and expense, provide, or cause to be provided, to the Administrator, not more than ten (10) days after each Quarterly Ending Date, beginning with March 31, 2022, the information required for the preparation of the Quarterly Report (with respect to each Reporting Party, the "Quarterly Information"). The Reporting Party shall provide, or cause to be provided to the Administrator, such Quarterly Information until such party's obligations terminate pursuant to Section 7 of this Disclosure Agreement. For the avoidance of doubt, if the Master Developer elects, the Master Developer may, but shall not be obligated to provide any Quarterly Information on behalf of any Significant Homebuilder. The Master Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an acknowledgment of assignment with respect to such real property is delivered in accordance with Section 6 of this Disclosure Agreement, at which time Master Developer shall have not further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property so transferred.

(b) The Administrator shall (i) prepare each Quarterly Report with the Quarterly Information provided by the Reporting Party pursuant to subsection (a) above and (ii) provide to the Master Developer and/or Significant Homebuilder, as applicable, each Quarterly Report for review no later than twenty (20) days after each Quarterly Ending Date. The Reporting Party, as applicable, shall review the Quarterly Report and, upon such review, shall promptly, but no later than thirty (30) days after each Quarterly Ending Date, provide to the Administrator the Certification Letter and authorize the Administrator to provide such Quarterly Report and Certification Letter to the District and Dissemination Agent pursuant to subsection (c) below. In all cases, the Reporting Party, as applicable, shall have the

[1] At closing of the Bonds, based on the Service and Assessment Plan, five percent (5%) of the total single family residential lots within the District is currently equal to approximately 344 lots.

sole responsibility for the content, design and other elements comprising substantive contents of all of the Quarterly Information provided by such Reporting Party contained in the Quarterly Report.

(c) The Administrator shall provide to the Dissemination Agent, no later than thirty-five (35) days after each Quarterly Ending Date, the Quarterly Report containing the information described in this Section 3 and the Certification Letter(s) provided by the Reporting Party, as applicable. The Dissemination Agent shall file the Quarterly Report and the Certification Letter(s) with the MSRB and provide a copy of such report to the District and the Underwriter within ten (10) days of the Dissemination Agent's receipt thereof pursuant to this subsection 3(c); provided, however, that the Quarterly Report and the Certification Letter(s) must be submitted to the MSRB not later than each Quarterly Filing Date. In the event that the Master Developer, any Significant Homebuilder or the Administrator does not provide the information required by subsection (a) or (b) of this Section, as applicable, in a timely manner and, as a result, either an incomplete Quarterly Report is filed with the MSRB, or a Quarterly Report is not filed with the MSRB by each Quarterly Filing Date, the Dissemination Agent shall, and is hereby directed to, file a notice of failure to provide Quarterly Information or failure to file a Quarterly Report with the MSRB in substantially the form attached as Exhibit B, as soon as practicable. If incomplete Quarterly Information is provided by a Reporting Party to the Administrator, the Dissemination Agent shall not be responsible for any failure to submit a complete Quarterly Report to the MSRB in connection with such failure. If a Reporting Party timely provides the required Quarterly Information to the Administrator as described in this Section 3, the failure of the Administrator to provide the information to the Dissemination Agent, or the failure of the Dissemination Agent to provide such information to the parties required under this Section 3(c) in a timely manner, shall not be deemed a default by the Reporting Party, as applicable, under this Disclosure Agreement.

(d) Such Quarterly Report shall be in a form similar to that as attached in Exhibit A hereof and shall include:

(i) In a form similar to Table 3(d)(i) in Exhibit A attached hereto, the composition of the property within the District subject to the Assessments, as of the Quarterly Ending Date:

A. The number of single-family residential parcels;

B. The number of acres of single-family residential parcels;

C. The number of platted single-family residential lots;

D. The number of single-family residential lots identified in the original Service and Assessment Plan; and

E. An explanation as to any change to the number of lots/parcels within the District from the original Service and Assessment Plan;

(ii) In a form similar to Table 3(d)(ii) in Exhibit A attached hereto, the landowner composition of the District:

A. The number of lots owned by each type of landowner (i.e., Master Developer, Homebuilders, end-user); and

B. The percentage of single-family residential lots relative to the total single-family residential lots for the Master Developer, each Homebuilder, and end-users (end-users reported collectively), as of the Quarterly Ending Date;

(iii) In a form similar to Table 3(d)(iii) in Exhibit A attached hereto, for each parcel designated as single-family residential, lot absorption statistics by lot type, on a quarter over quarter basis for the District:

A. The number of single-family lots in the District closed with a Homebuilder or owned by the Pod Developers;

B. The number of single-family lots in the District owned by the Master Developer and under contract (but not closed) with a Homebuilder; and

C. The number of single-family lots in the District owned by the Master Developer and not closed or under contract with a Homebuilder or owned by a Pod Developer;

(iv) In a form similar to Table 3(d)(iv) in Exhibit A attached hereto, for each parcel designated as single-family residential, for each Homebuilder and Pod Developer, broken down by lot type and phase, on a quarter over quarter basis:

A. The number of homes under construction in the District;

B. The number of completed homes not under contract with end-users in the District;

C. The number of homes under contract with end-users in the District;

D. The number of homes closed with end-users in the District; and

E. The average sales price of homes closed with end-users.

(v) In a form similar to Table 3(d)(v) in Exhibit A attached hereto, materially adverse changes or determinations to permits/approvals for the development of the District that necessitate changes to the land use plans of the Master Developer;

(vi) In a form similar to Table 3(d)(vi) in Exhibit A attached hereto, the incurrence of any new or modified mortgage debt on the land within the District owned by the Master Developer, including the amount, interest rate and terms of repayment; and

(vii) Until completion of the District Major Improvements, in a form similar to Table 3(d)(vii) in Exhibit A attached hereto, with respect to each category of the District Major Improvements, as set forth in the Service and Assessment Plan, the Master Developer shall provide or cause to be provided the construction budget and timeline for the District Major Improvements to the Administrator for inclusion in each Quarterly Report:

A. Total budgeted costs of all District Major Improvements;

B. Total actual costs of (i) the Major Improvements drawn from the Project Fund and (ii) the Commercial/MF Major Improvements drawn from the project fund held under the indenture for the Capital Recovery Fee Bonds, as of the Quarterly Ending Date;

C. Total actual costs of District Major Improvements financed with other sources of funds (non-bond financed), as of the Quarterly Ending Date;

D. Forecast completion date;

E. Actual District acceptance date; and

F. Narrative update on construction milestones for the District Major Improvements since the date of the prior Quarterly Report.

(e) Each such Quarterly Report shall include, in a form similar to Table 3(e) in Exhibit A attached hereto, with respect to any Private Improvements not completed as of the date of issuance of the Bonds, the Master Developer shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Report:

(i) Total expected construction budget;

(ii) Total costs spent to date;

(iii) Status of construction; and

(iv) Expected or actual completion date.

(f) Each such Quarterly Report shall include, in a form similar to Table 3(f) in Exhibit A attached hereto, with respect to any Local Improvements not completed as of the date of issuance of the Bonds, the Master Developer shall provide or cause to be provided the following information to the Administrator with respect to each Pod Developer for inclusion in each Quarterly Report:

(i) Total expected lots in each phase to be constructed by each Pod Developer;

(ii) Estimated or actual, as applicable, start and completion dates of Local Improvements benefitting the applicable phase of development by each Pod Developer;

(iii) Estimated percentage completion of the applicable Local Improvements.

Section 4. Event Reporting Obligations.

(a) Pursuant to the provisions of this Section 4, each of the following is a Master Developer Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within the District, on a parcel owned by the Master Developer; provided, however, that the exercise of any right of the Master Developer as a landowner within the District to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Master Developer Listed Event under this Section 4(a) nor a breach or default of

this Disclosure Agreement; provided that the Master Developer has complied with all legal requirements relating to the protest of such value, including the posting of a bond, if required;

(ii) Material damage to or destruction of any development or improvements within the District, including the District Major Improvements;

(iii) Material default by the Master Developer or any of the Master Developer's Affiliates on any loan with respect to the acquisition, development or permanent financing of the District undertaken by the Master Developer or any of the Master Developer's Affiliates;

(iv) Material default by the Master Developer or any of Master Developer's Affiliates on any loan secured by property within the District owned by the Master Developer or any of the Master Developer's Affiliates;

(v) The bankruptcy, insolvency or similar filing of the Master Developer or any of the Master Developer's Affiliates or any determination that the Master Developer or any of the Master Developer's Affiliates is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Master Developer, or the sale of all or substantially all of the assets of the Master Developer or any of the Master Developer's Affiliates, 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;

(vii) The filing of any lawsuit with a claim for damages, in excess of $1,000,000 against the Master Developer or any of the Master Developer's Affiliates that may adversely affect the completion of development of the District or litigation that may materially adversely affect the financial condition of the Master Developer or any of the Master Developer's Affiliates;

(viii) Any change in the legal structure, chief executive officer or controlling ownership of the Master Developer;

(ix) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Sections 5 or 6 herein;

(x) Failure to pay any real property taxes or Assessments levied within the District, on a parcel owned by a Pod Developer; provided, however, that the exercise of any right of the Pod Developer as a landowner within the District to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Master Developer Listed Event under this Section 4(a) nor a breach or default of this Disclosure Agreement; provided that the Pod Developer has complied with all legal requirements relating to the protest of such value, including the posting of a bond, if required;

(xi) The bankruptcy, insolvency or similar filing of any of the Pod Developers or any determination that any of the Pod Developers are unable to pay its debts as they become due;

(xii) The consummation of a merger, consolidation, or acquisition of a Pod Developer, or the sale of all or substantially all of the assets of a Pod Developer, 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;

(xiii) The filing of any lawsuit with a claim for damages, in excess of $1,000,000 against a Pod Developer that may adversely affect the completion of development of the District or litigation that may materially adversely affect the financial condition of such Pod Developer.

The Master Developer shall establish reasonable procedures to obtain the information described in 4(a)(ix)-(xiii) as such information pertains to the Pod Developers and report the same. Notwithstanding anything contained herein, the Master Developer shall not be required to investigate the accuracy of the information provided by the Pod Developers with respect to the Master Developer Listed Events described in 4(a)(ix)-(xiii) above as reported by any Pod Developer to the Master Developer.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Homebuilder is a Significant Homebuilder Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within the District, on a lot or parcel owned by such Significant Homebuilder; provided, however, that the exercise of any right of such Significant Homebuilder as a landowner within the District to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Significant Homebuilder Listed Event under this Section 4(b) nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency or similar filing of such Significant Homebuilder or any determination that such Significant Homebuilder is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Homebuilder or the sale of all or substantially all of the assets of the Significant Homebuilder, 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;

(iv) Any change in the type of legal entity, chief executive officer or controlling ownership of such Significant Homebuilder;

(v) Early termination of or material default by such Significant Homebuilder under a Lot Sale Agreement; and

(vi) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 6 herein.

(c) Whenever the Master Developer obtains knowledge of the occurrence of a Master Developer Listed Event, the Master Developer shall promptly notify the District, the Administrator and

the Dissemination Agent in writing and the Master Developer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy of such notice to the District and the Underwriter. Any such notice is required to be filed within ten (10) Business Days after the Master Developer becomes aware of the occurrence of such Master Developer Listed Event. If the Master Developer timely notifies the Dissemination Agent of the occurrence of a Master Developer Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Underwriter in a timely manner shall not be deemed a default by the Master Developer under this Disclosure Agreement.

Whenever a Significant Homebuilder obtains knowledge of the occurrence of a Significant Homebuilder Listed Event, the applicable Significant Homebuilder shall promptly notify the District, the Administrator and the Dissemination Agent in writing and such Significant Homebuilder shall direct the Dissemination Agent in writing to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy of such notice to the District, the Master Developer and the Underwriter. Any such notice is required to be filed within ten (10) Business Days after the Significant Homebuilder becomes aware of the occurrence of such Significant Homebuilder Listed Event. If the Significant Homebuilder timely notifies the Dissemination Agent of the occurrence of a Significant Homebuilder Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Underwriter in a timely manner shall not be deemed a default by the Significant Homebuilder under this Disclosure Agreement.

Any notice under the two (2) preceding paragraphs shall be accompanied with the text of the disclosure that the Master Developer or Significant Homebuilder, as applicable, desires to make, the written authorization of the Master Developer or the Significant Homebuilder, as applicable, for the Dissemination Agent to disseminate such information as provided herein, and the date the Master Developer or Significant Homebuilder, as applicable, desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the Master Developer or Significant Homebuilder, as applicable, becomes aware of the occurrence of the Master Developer Listed Event or Significant Homebuilder Listed Event, as applicable).

The Master Developer and each Significant Homebuilder, if any, shall only be responsible for reporting the occurrence of a Listed Event applicable to such Reporting Party and shall not be responsible for reporting the occurrence of a Listed Event applicable to any other Reporting Party, regardless if such Reporting Party is providing Quarterly Information on behalf of any other Reporting Party. In all cases, the Master Developer or the Significant Homebuilder, as applicable, shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the Master Developer or the Significant Homebuilder, as applicable, shall have the sole responsibility to ensure that any notice required to be filed with the MSRB under this Section 4 is actually filed within ten (10) Business Days after the Master Developer or Significant Homebuilder, as applicable, becomes aware of the occurrence of the applicable Listed Event.

(d) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event, notify the District, the Master Developer and the Significant Homebuilder, if applicable, of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Master Developer or Significant Homebuilder, as applicable, to do so. It is agreed and understood that the duty to make or cause to be made the disclosures

herein is that of the Master Developer or Significant Homebuilder, as applicable, and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Master Developer and Significant Homebuilder, as applicable, as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Underwriter, the District, the Master Developer, Significant Homebuilder, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(e) If the Dissemination Agent has been notified in writing by the Master Developer or Significant Homebuilder to report the occurrence of a Listed Event in accordance with subsections (c) or (d) of this Section 4, the Dissemination Agent shall file a notice of such occurrence with the MSRB within one (1) Business Day after its receipt of such written instructions from the Master Developer or Significant Homebuilder, as applicable; provided that all such notices must be filed no later than the date specified in subsection (c) of this Section 4 for such Listed Event. The Dissemination Agent shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any Listed Event, notify the District and the Master Developer of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Master Developer to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Master Developer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Master Developer as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Underwriter, the District, the Master Developer or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

Section 5. Assumption of Reporting Obligations.

The Master Developer shall cause each Person, who, through assignment, assumes the obligations, requirements or covenants to construct one or more of the Major Improvements to assume and comply with the disclosure obligations of the Master Developer under this Disclosure Agreement. The Master Developer shall deliver to the Dissemination Agent, Administrator and the District, a written acknowledgement and assumption from each Person who assumes the obligations, requirements or covenants to construct one or more of the Major Improvements, in substantially the form attached as Exhibit E (the "Master Developer Acknowledgment"), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Section 4(a)(ix) above, the Master Developer shall direct the Dissemination Agent to file a copy of each Master Developer Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above. Upon any such transfer to a Person, and such Person's delivery of written acknowledgement of assumption of Master Developer's obligations under this Disclosure Agreement as to the property transferred, the Master Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Master Developer shall not be liable for the acts or omissions

of such Person arising from or in connection with such disclosure obligations under this Disclosure Agreement. Additionally, for the avoidance of doubt, the Master Developer shall require that any Person comply with obligations of this Section 5 with respect to any subsequent transfers by such Person to any individual or entity meeting the definition of a "Master Developer" in the future.

Section 6. Assumption of Reporting Obligations by Significant Homebuilders.

If a Homebuilder acquires ownership of real property in the District resulting in such Homebuilder becoming a Significant Homebuilder, the Master Developer shall cause such Significant Homebuilder to comply with the Master Developer's disclosure obligations under Sections 3(d)(iv) and/or 3(e)(iv), as applicable, and 4(b) hereof, with respect to such acquired real property until such party's disclosure obligations terminate pursuant to Section 7 of this Disclosure Agreement; provided, however, a Significant Homebuilder who is also a Master Developer shall be required to provide the disclosure information required by Sections 3 and 4(a), as applicable, pursuant to Section 5 above. The Master Developer shall deliver to the Dissemination Agent, Administrator and the District, a written acknowledgement from each Significant Homebuilder, in substantially the form attached as Exhibit F (the "Significant Homebuilder Acknowledgment"), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Sections 4(a)(ix) and 4(b)(vi) above, the Master Developer or Significant Homebuilder, as applicable, shall direct the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above. Upon any such transfer to a Significant Homebuilder, and such Significant Homebuilder's delivery of written acknowledgement of assumption of Master Developer's obligations under this Disclosure Agreement as to the property transferred, the Master Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Master Developer shall not be liable for the acts or omissions of such Significant Homebuilder arising from or in connection with such disclosure obligations under this Disclosure Agreement.

Section 7. Termination of Reporting Obligations.

(a) The reporting obligations of the Master Developer under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding or (ii) the date when (A) all of the District Major Improvements are complete and (B) the Master Developer and the Pod Developers no longer own collectively own at least five percent (5%)[2] of the single family residential lots (proposed or actual) within the District, as of the applicable Quarterly Ending Date.

(b) The reporting obligations of a Significant Homebuilder, if any, under this Disclosure Agreement shall terminate upon the earlier of when (i) none of the Bonds remain Outstanding, or (ii) the Significant Homebuilder no longer owns at least five percent (5%)[2] of the single family residential lots within the District, as of the applicable Quarterly Ending Date.

(c) Upon receipt of written notice from a Reporting Party or the Dissemination Agent that the reporting obligations of a Reporting Party have terminated in accordance with subsection (a) or (b)

[2] At closing of the Bonds, based on the Service and Assessment Plan, five percent (5%) of the total single family residential lots (proposed or actual) within the District is currently equal to approximately 344 lots.

of this Section 7, the Administrator shall provide written notice to the applicable Reporting Party, the Underwriter, the District, and the Dissemination Agent in substantially the form attached as Exhibit C, thereby, terminating such Reporting Party's reporting obligations under this Disclosure Agreement (the "Termination Notice"). If such Termination Notice with respect to a Reporting Party occurs while any of the Bonds remain Outstanding, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and the Dissemination Agent shall provide such Termination Notice to the MSRB, the District, the Trustee, the applicable Reporting Party and the Underwriter on or before the next succeeding Quarterly Filing Date.

(d) The obligations of the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, or (ii) termination of all Reporting Parties' reporting obligations in accordance with subsection (a) or (b) of this Section 7 and any Termination Notice required by subsection (c) of this Section 7 has been provided to the MSRB, the District, the Trustee, the Dissemination Agent, the Reporting Parties, and the Underwriter, as applicable.

Section 8. Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be MuniCap, Inc. The District may, from time to time, appoint or engage a successor Dissemination Agent to assist the Master Developer, any Person that has executed a Master Developer Acknowledgement pursuant to Section 5 hereof or any Significant Homebuilder that has executed a Significant Homebuilder Acknowledgment pursuant to Section 6 hereof in carrying out their obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time with sixty (60) days' notice to the District, the Master Developer and the Administrator; provided, however, that if the Dissemination Agent is serving in the same capacity under the Disclosure Agreement of Issuer, the Dissemination Agent shall resign under the Disclosure Agreement of Issuer simultaneously with its resignation hereunder; provided, further, that if the District is the Dissemination Agent, the District may not resign without first appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the District shall be the Dissemination Agent. Pursuant to the Disclosure Agreement of Issuer, the District has agreed to provide written notice to each of the Master Developer, any Person that has executed a Master Developer Acknowledgement pursuant to Section 5 hereof or any Significant Homebuilder that has executed a Significant Homebuilder Acknowledgment pursuant to Section 6 hereof of any change in the identity of the Dissemination Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Master Developer, the Administrator and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Master Developer or Administrator), 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 Section 3 or 4, 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 the Master Developer or any Significant Homebuilder, or the type of business conducted; and

(b) The amendment or waiver either (i) is approved by the Owners of the Bonds 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, materially impair the interests of the Owners or beneficial owners of the Bonds. No amendment which adversely affects the Dissemination Agent or the District may be made without the respective party's prior written consent (which consent will not be unreasonably withheld or delayed).

(c) In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Administrator shall describe such amendment in the next related Quarterly Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Master Developer. The Master Developer shall provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into under this Section 9 to the District, the Administrator, the Dissemination Agent, and the Underwriter.

Section 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent a Reporting Party from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If the Master Developer or Significant Homebuilder chooses to include any information in any Quarterly Report or notice of occurrence of a Master Developer Listed Event or Significant Homebuilder Listed Event, as applicable, in addition to that which is specifically required by this Disclosure Agreement, the Master Developer or the Significant Homebuilder, as applicable, shall have no obligation under this Disclosure Agreement to update such information or include it in any future Quarterly Report or notice of occurrence of a Master Developer Listed Event or Significant Homebuilder Listed Event.

Section 11. Content of Disclosures. In all cases, the Master Developer or Significant Homebuilder, as applicable, shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures, whether provided under Section 3, 4 or 10 of this Disclosure Agreement.

Section 12. Default. In the event of a failure of the Master Developer, any Significant Homebuilder or the Administrator to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Trustee (at the request of any Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Master Developer, Significant Homebuilder and/or the Administrator 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 Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Master Developer, Significant Homebuilder or the Administrator to comply with this Disclosure Agreement shall be an action to mandamus or specific performance. A default under this Disclosure Agreement by the Master Developer, or any Significant Homebuilder, as applicable, shall not be deemed a default under the Disclosure Agreement of Issuer by the District, and a default under the Disclosure Agreement of Issuer by the District shall not be deemed a default under this Disclosure Agreement by the Master Developer, any Significant Homebuilder or the Administrator. Additionally, a default by the Master Developer of its obligations under this Disclosure Agreement shall not be deemed a default by any Significant Homebuilder of such Significant Homebuilder's obligations under this Disclosure Agreement; and, likewise, a default by any Significant Homebuilder of such Significant Homebuilder's

obligations under this Disclosure Agreement shall not be deemed a default of the Master Developer of the Master Developer's obligations under this Disclosure Agreement.

Section 13. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Quarterly Report) prepared by the Master Developer, Significant Homebuilder and/or the Administrator pursuant to this Disclosure Agreement. 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. The Master Developer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's breach, negligence or willful misconduct. The obligations of the Master Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. 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 Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator 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 Administrator. The Master Developer agrees to hold harmless the Administrator, its officers, directors, employees and agents against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's breach, negligence or willful misconduct. The obligations of the Master Developer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator 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 and Administrator 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, THE ADMINISTRATOR OR THE MASTER DEVELOPER, OR ANY SIGNIFICANT HOMEBUILDER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY OTHER PARTY TO THIS DISCLOSURE AGREEMENT OR A SIGNIFICANT HOMEBUILDER, 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 AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

Section 14. No Personal Liability. No covenant, stipulation, obligation or agreement of the Master Developer, any Significant Homebuilder, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Master Developer, any Significant Homebuilder, the Administrator or Dissemination Agent in other than that person's official capacity.

Section 15. 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 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Master Developer, the Administrator, the Dissemination Agent, the District, the Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, 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 District under federal and state securities laws.

Section 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The District shall pay or reimburse the Dissemination Agent, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in the District, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

Section 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the District, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

Section 19. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

Section 20. 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.

[Signature pages follow.]

MUNICAP, INC.
(solely in its capacity as Dissemination Agent)

By: _____
Authorized Officer

MM CELINA 3200, LLC,
a Texas limited liability company
(as Master Developer)

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

MUNICAP, INC.
(as Administrator)

By: _____
Name: _____
Title: _____

EXHIBIT A

NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(Major Improvements Project)

MASTER DEVELOPER QUARTERLY REPORT
[*INSERT QUARTERLY ENDING DATE*]

Delivery Date: _____, 20__

CUSIP Numbers: [Insert CUSIP Numbers]

DISSEMINATION AGENT

Name: MuniCap, Inc.
Address:
District:
Telephone: (___) - _____
Contact Person: Attn: _____

[Remainder of page intentionally left blank]

MAJOR IMPROVEMENTS QUARTERLY INFORMATION

TABLE 3(d)(i)

MAJOR IMPROVEMENTS OVERVIEW (as of [*Insert Quarterly Ending Date*])				
NUMBER OF SINGLE-FAMILY PARCELS, ACREAGE OF SUCH PARCELS AND NUMBER OF PLATTED SINGLE-FAMILY LOTS IN THE DISTRICT SUBJECT TO ASSESSMENTS:				
	District [(1)]		Original Service and Assessment Plan[(2)]	Explanation as to any change in Lots/Parcels from Original Service and Assessment Plan
Single-Family				
Total SF Parcels/Acres				
Lot Type:	-		-	
Lot Type __				
Lot Type __				
[Future SF]				
Total SF Lots:				

[(1)] Single-family lots represent the number of platted single-family lots in the District, as of [*Insert Quarterly Ending Date*].

[(2)] Single-family lots represent the number of planned single-family lots included in Exhibit [__] of the original Service and Assessment Plan.

[Remainder of page intentionally left blank]

TABLE 3(d)(ii)

MASTER DEVELOPER COMPOSITION (as of [*Insert Quarterly Ending Date*]) OF THE DISTRICT		
Landowner Composition	Number of Actual Single-Family Residential Lots Owned	Percentage of Total Actual Single-Family Residential Lots
Master Developer Owned		
Lot Type ___ (__')		
Lot Type ___ (__')		
[Future SF]		
Total Master Developer Owned SF Lots:		
[Homebuilder] Owned[(1)]		
Lot Type ___ (__')		
Lot Type ___ (__')		
[Future SF]		
Total Homebuilder Owned SF Lots:		
End-User Owned		
Lot Type ___ (__')		
Lot Type ___ (__')		
[Future SF]		
Total End-User Owned SF Lots:		
Total Development:		

(1) Add additional rows for each Homebuilder.

[Remainder of page intentionally left blank]

FOR EACH PARCEL DESIGNATED AS SINGLE-FAMILY RESIDENTIAL:

TABLE 3(d)(iii)

MASTER DEVELOPER ABSORPTION STATISTICS FOR SINGLE-FAMILY RESIDENTIAL IN THE DISTRICT											
	Q__ 20__	**Q__ 20__**	**Q__ 20__**	**Q__ 20__**	**Q__ 20__**	**Q__ 20__**	**Q__ 20__**	**Q__ 20__**	**Q__ 20__**	**Q__ 20__**	**Q__ 20__**
# of SF lots closed with Homebuilders: • [Homebuilder] ○ __, ○ __ ***Subtotal*** • [Homebuilder] ○ __, ○ __ ***Subtotal*** • [Homebuilder] ○ __, ○ __ **TOTAL**											
# of SF lots under contract with Homebuilders: • [Homebuilder] ○ __, ○ __ ***Subtotal*** • [Homebuilder] ○ __, ○ __ ***Subtotal*** • [Homebuilder] ○ __, ○ __ **TOTAL**											
# of SF lots not under contract with Homebuilders: • __, • __ **TOTAL**											

[Remainder of page intentionally left blank]

TABLE 3(d)(iv)

[*Homebuilder*] ABSORPTION STATISTICS FOR SINGLE-FAMILY RESIDENTIAL LOTS IN THE DISTRICT [(1)]	**Q__ 20__**	**Q__ 20__**	**Q__ 20__**	**Q__ 20__**	**Q__ 20__**	**Q__ 20__**	**Q__ 20__**	**Q__ 20__**
# of SF homes under construction: • __, • __, • __ **TOTAL**								
# of completed SF homes NOT under contract with end-user: • __, • __, • __ **TOTAL**								
# of SF homes under contract with end-user: • __, • __, • __ **TOTAL**								
# of SF homes delivered to end-users: • __, • __, • __ **TOTAL**								
Average home prices of homes delivered to end-users: • __, • __, • __ • Average								

(1) Additional tables to be added for each Homebuilder

STATUS OF DEVELOPMENT IN THE DISTRICT:

TABLE 3(d)(v)

PERMITS/APPROVALS IN THE DISTRICT	
Change or Determination to Permit/Approval	Description of the Change to the Land Use Plan

TABLE 3(d)(vi)

OCCURRENCE OF ANY NEW OR MODIFIED MORTGAGE DEBT IN THE DISTRICT				
Borrower	Lender	Amount	Interest Rate	Terms of Repayment

[Remainder of page intentionally left blank]

STATUS OF DISTRICT MAJOR IMPROVEMENTS:

TABLE 3(d)(vii)

DISTRICT MAJOR IMPROVEMENTS BUDGET AND TIMELINE OVERVIEW						
	Budgeted Costs	Actual Costs of Major Improvements Drawn from the Major Improvements Account of the Project Fund as of [*Insert Quarterly Ending Date*]	Actual Costs of Commercial/MF Major Improvements Drawn from Project Fund for Capital Recovery Fee Bonds as of [*Insert Quarterly Ending Date*] Project Fund for	Actual Costs financed with sources other than Bond proceeds as of [*Insert Quarterly Ending Date*]	Forecast Completion Date	Actual District Acceptance Date
Total costs required to complete District Major Improvements:						
• Roadway • Water • Sanitary Sewer • Storm Drainage	$_____ $_____ $_____ $_____	$_____ $_____ $_____ $_____	$_____ $_____ $_____ $_____	$_____ $_____ $_____ $_____	$_____ $_____ $_____ $_____	$_____ $_____ $_____ $_____

Narrative update on construction milestones for District Major Improvements since last Quarterly Report:

_____

_____

STATUS OF PRIVATE IMPROVEMENTS:

TABLE 3(e)

PRIVATE IMPROVEMENTS BUDGET AND TIMELINE OVERVIEW				
Private Improvement	Total Expected Construction Budget	Total Costs spent as of [*Insert Quarterly Ending Date*]	Status of Construction	Expected or Actual Completion Date
[List each amenity center, Regional Amenity Center, Golf Course, and Trails (by phase if necessary)]	$_____ $_____	$_____ $_____	_____ _____	_____ _____

TABLE 3(f)

Pod Developer	Phase	Single-Family Lots	Expected Start of Construction of Local Improvements	Expected Local Improvement Completion Date	Estimated Percentage of Completion of Local Improvements
Ashton Woods (GG TC, LP – Parcel 10)	1				
	2				
	3				
Ashton Woods (GG LPS 1, LP - Parcel 11)					
Beazer	1				
	2				
	3				
First Texas	1				
	2				
	3				
Lennar	1A				
	1B				
	2				
Mattamy	1				
	2				
	3				
MM Celina 249	1A				
	2				
	3				
MM Celina 40	1B				

[Remainder of page intentionally left blank]

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO
[PROVIDE QUARTERLY INFORMATION][FILE QUARTERLY REPORT]

[DATE]

Name of Issuer:	North Parkway Municipal Management District No. 1, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2021 (Major Improvements Project) (the "Bonds")
CUSIP Numbers:	[insert CUSIP Numbers]
Date of Delivery:	_____, 20__

SECTION 1.

NOTICE IS HEREBY GIVEN that _____, a _____ (the ["Master Developer[1]"]["Significant Homebuilder"] has not provided the [Quarterly Information][Quarterly Report] for the period ending on [*Insert Quarterly Ending Date*] with respect to the Bonds as required by the Continuing Disclosure Agreement of Master Developer dated as of October 1, 2021, by and among MM Celina 3200, LLC, a Texas limited liability company (the "Master Developer"), MuniCap, Inc., as the "Administrator" and MuniCap, Inc., as the "Dissemination Agent." The [Master Developer] ["Significant Homebuilder"] anticipates that the [Quarterly Information][Quarterly Report] will be [provided][filed] by _____.

Dated: _____

MuniCap, Inc.,
on behalf of the Master Developer
(acting solely in its capacity as
Dissemination Agent)

By: _____

Title: _____

cc: North Parkway Municipal Management District No. 1, Texas

[1] If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT C

TERMINATION NOTICE

[DATE]

Name of Issuer:	North Parkway Municipal Management District No. 1, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2021 (Major Improvements Project) (the "Bonds")
CUSIP Numbers.	[insert CUSIP Numbers]
Date of Delivery:	_____, 20__

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust, National Association
15950 North Dallas Parkway
Suite 550
Dallas, Texas 75248

North Parkway Municipal Management District No. 1
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201

MM Celina 3200, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas

NOTICE IS HEREBY GIVEN that that _____, a _____ (the ["Master Developer[1]"]["Significant Homebuilder"]) is no longer responsible for providing [any Quarterly Information][the Quarterly Report] with respect to the Bonds, thereby, terminating such party's reporting obligations under the Continuing Disclosure Agreement of Master Developer dated as of October 1, 2021, by and among MM Celina 3200, LLC, a Texas limited liability company (the "Master Developer"), MuniCap, Inc., as the "Administrator" and MuniCap, Inc., as the "Dissemination Agent."

Dated: _____

MuniCap, Inc.
on behalf of the Master Developer
(solely in its capacity as Administrator)

By: _____

Title: _____

[1] If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT D

CERTIFICATION LETTER

[DATE]

Name of Issuer:	North Parkway Municipal Management District No. 1, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2021 (Major Improvements Project) (the "Bonds")
CUSIP Numbers.	[insert CUSIP Numbers]
Date of Delivery:	_____, 20__

Re: Quarterly Report for North Parkway Municipal Management District Major Improvements Project

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of Master Developer dated as of May 1, 2021 by and among MM Celina 3200, LLC[1] (the "Master Developer"), MuniCap, Inc., as the "Administrator", and MuniCap, Inc., as the "Dissemination Agent," this letter constitutes the certificate stating that the Quarterly Information, provided by [Master Developer][_____, as a "Significant Homebuilder"], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Master Developer][Significant Homebuilder], constitutes the [portion of the] Quarterly Report required to be furnished by the [Master Developer][Significant Homebuilder]. Any and all Quarterly Information, provided by the [Master Developer][Significant Homebuilder], contained in this Quarterly Report for the three month period ending on [Insert Quarterly Ending Date], to the best of my knowledge, is true and correct, as of [insert date].

Please do not hesitate to contact our office if you have and questions or comments.

[*Signature page to follow*]

[1] If applicable, replace with applicable successor(s)/assign(s).

MM CELINA 3200, LLC,
a Texas limited liability company
(as Master Developer)

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

OR

[SIGNIFICANT HOMEBUILDER]

(as Significant Homebuilder)

By:_____

Title: _____

EXHIBIT E

FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT OF MASTER DEVELOPER REPORTING OBLIGATIONS

[DATE]

[INSERT ASSIGNEE CONTACT INFORMATION]

Re: North Parkway Municipal Management District No. 1 Major Improvement Project Continuing Disclosure Obligation

Dear _____,

Per [*Insert name of applicable agreement*], as of _____, 20__, you have been assigned and have assumed the obligations, requirements or covenants to construct one or more of the Major Improvements (as defined in the Disclosure Agreement of Master Developer) within the North Parkway Municipal Management District No. 1 (the "District").

Pursuant to Section 2 of the Continuing Disclosure Agreement of Master Developer dated as of October 1, 2021 (the "Master Developer Disclosure Agreement") by and among MM Celina 3200, LLC (the "Initial Master Developer"), MuniCap, Inc. (the "Administrator"), and MuniCap, Inc. (the "Dissemination Agent") with respect to the "North Parkway Municipal Management District No. 1, Texas, Special Assessment Revenue Bonds, Series 2021 (Major Improvements Project)," any person that, through assignment, assumes the obligations, requirements or covenants to construct one or more of the District Major Improvements within the District is defined as a Master Developer.

As a Master Developer, pursuant to Section 6 of the Master Developer Disclosure Agreement, you acknowledge and assume the reporting obligations of the Master Developer Disclosure Agreement for the property which is owned as detailed in the Master Developer Disclosure Agreement, which is included herewith.

Sincerely,

[*Signature page to follow*]

MM CELINA 3200, LLC,
a Texas limited liability company
(as Master Developer)

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

Acknowledged by:
[INSERT ASSIGNEE NAME]

By:_____
Title:_____

EXHIBIT F

FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT OF SIGNIFICANT HOMEBUILDER REPORTING OBLIGATIONS

[DATE]

[INSERT ASSIGNEE CONTACT INFORMATION]

Re: North Parkway Municipal Management District No. 1 Major Improvements Project – Continuing Disclosure Obligation

Dear _____,

As of _____, 20__, you own ____ lots within the North Parkway Municipal Management District No. 1 (the "District"), which is equal to approximately ___% of the single-family residential lots within the District.

Pursuant to Section 2 of the Continuing Disclosure Agreement of Master Developer dated as of October 1, 2021, (the "Master Developer Disclosure Agreement") by and among MM Celina 3200, LLC (the "Initial Master Developer"), MuniCap, Inc. (the "Administrator"), and MuniCap, Inc. (the "Dissemination Agent") with respect to the "North Parkway Municipal Management District No. 1, Texas, Special Assessment Revenue Bonds, Series 2021 (Major Improvements Project),"any person or entity that owns ten (10) or more of the single-family residential lots within the District is defined as a Significant Homebuilder.

As a Significant Homebuilder, pursuant to Section 6 of the Master Developer Disclosure Agreement, you acknowledge and assume the reporting obligations under Sections 3(d)(iv) and 4(b) of the Master Developer Disclosure Agreement for the property which is owned as detailed in the Master Developer Disclosure Agreement, which is included herewith.

Sincerely,

[SIGNIFICANT HOMEBUILDER]
(as Significant Homebuilder)
By:_____
Title: _____

Acknowledged by:
[INSERT ASSIGNEE NAME]
By:_____
Title:_____

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APPENDIX F

APPRAISAL OF PROPERTY WITHIN THE DISTRICT

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Integra Realty Resources
Dallas

Appraisal of Real Property

Legacy Hills Parcel Levy
Vacant Land
East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway
Celina, Collin County, Texas 75009

Prepared For:
North Parkway Municipal Management District No. 1 and FMSbonds, Inc.

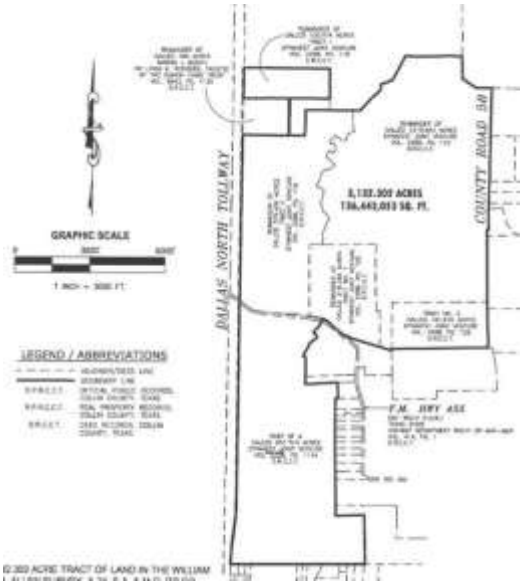
Date of the Report:
September 28, 2021

Report Format:
Appraisal Report

IRR - Dallas
File Number: 191-2021-0783



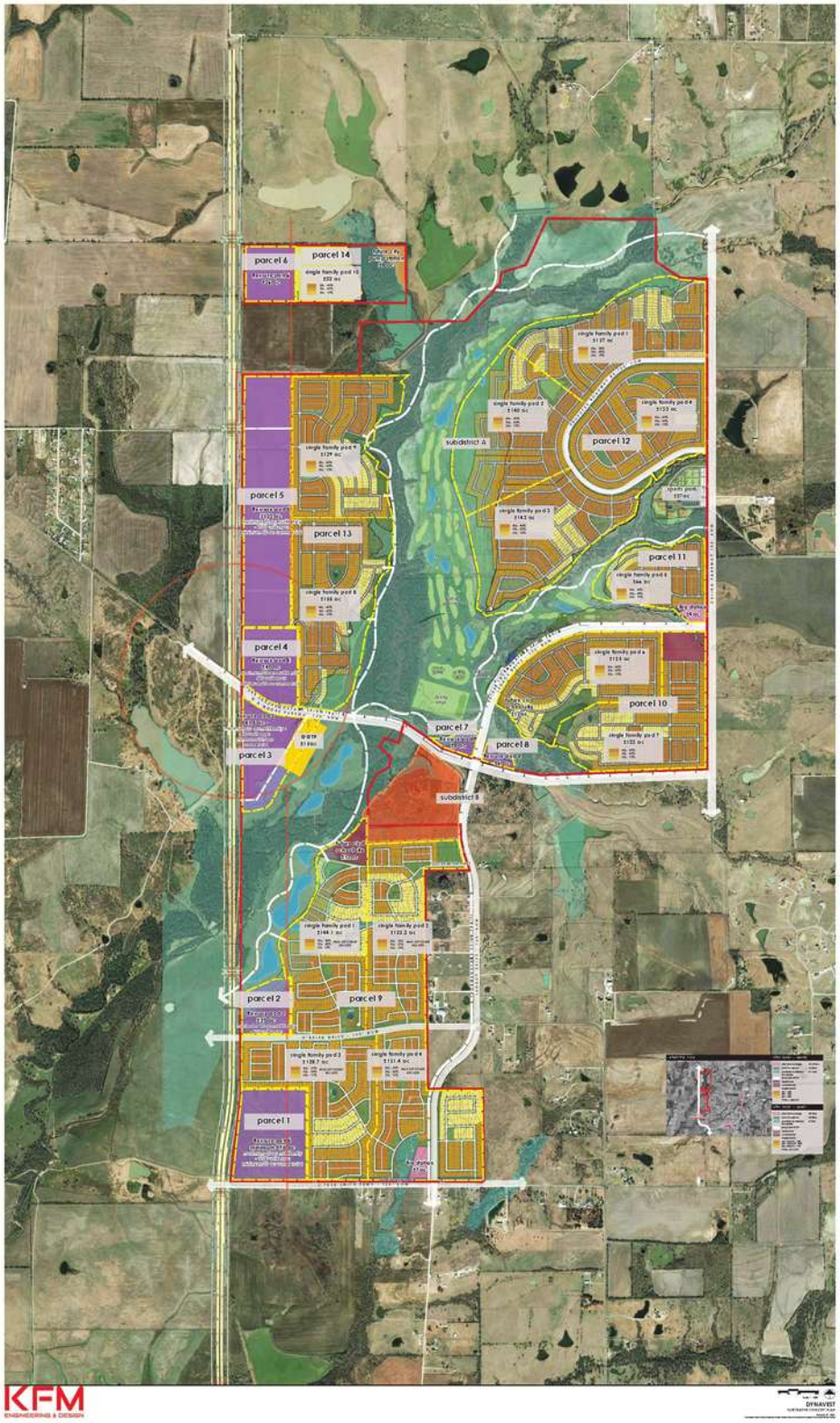
Subject Photographs





Legacy Hills Parcel Levy
East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway
Celina, Collin County, Texas

Aerial Photograph



Integra Realty Resources
Dallas

1100 Mira Vista Boulevard
Suite 300
Plano, TX 75093

T 972.881.7191
F 972.733.1403
www.irr.com



September 28, 2021

North Parkway Municipal Management District No. 1 and FMSbonds, Inc.
c/o Ross Martin, Winstead PC
2728 N. Harwood St. Ste. 500
Dallas, TX 75218

SUBJECT: Market Value Appraisal
Legacy Hills Parcel Levy
East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway
Celina, Collin County, Texas 75009
IRR - Dallas File No. 191-2021-0783

Dear Sirs:

Integra Realty Resources – Dallas is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the prospective market value as completed, pertaining to the fee simple interest in the property. The purpose of the appraisal is to develop the following opinions of value:

- Parcel 9, Pod 1 as of July 1, 2023
- Parcel 9, Pod 2 as of July 1, 2023
- Parcel 9, Pod 3 as of July 1, 2023
- Parcel 9, Pod 4 as of July 1, 2023
- Parcel 10, Pod 6 as of July 1, 2023
- Parcel 10, Pod 7 as of July 1, 2023
- Parcel 11, Pod 5 as of July 1, 2023
- Parcel 12, Pod 1 as of July 1, 2023

- Parcel 12, Pod 2 as of July 1, 2023
- Parcel 12, Pod 3 as of July 1, 2023
- Parcel 13, Pod 1 as of July 1, 2023
- Parcel 13, Pod 2 as of July 1, 2023
- Parcel 13, Pod 3 as of July 1, 2023
- Parcel 14, Pod 10 as of July 1, 2023

The clients for the assignment are the North Parkway Municipal Management District No. 1 and FMSbonds, Inc. The intended users of this report are North Parkway Municipal Management District No. 1 and FMSbonds, Inc. The intended use of the report is for the underwriting of a proposed Public Improvement bond transaction. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report. This report was prepared in accordance with the appraisal standards of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation, and the applicable laws of the State of Texas. To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP.

The subject is part of a larger 3,210-acre proposed master planned development to be known as Legacy Hills. All the property in Legacy Hills is located within the MMD. The MMD was formed for the purpose, inter alia, of funding major improvements to serve the MMD through the levy of assessments on the property therein. The subject represents 14 different single-family pods within Legacy Hills. The property is zoned Planned Development under a development agreement with the City of Celina and is allows commercial and residential development. A portion of the subject property lies within a public improvement district (the "PID") formed by the City of Celina (the "City). The PID is an overlay formed by the City inside the MMD for the purpose of levying assessments to fund direct improvements for the applicable portion of the property located in the PID. The property was purchased on August 2nd, 2021 and the buyer has since sold apportion of the parcels off to different developers for commercial and residential purposes. **It is also noted that the subject values are not reflective of the value as if all of the subject sites could be sold in a bulk purchase to a single** purchaser.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, the concluded opinions of value are as follows:

Value Conclusions

Parcel	Interest Appraised	Date of Value	Value Conclusion
Parcel 9, Pod 1	Fee Simple	July 1, 2023	$12,010,000
Parcel 9, Pod 2	Fee Simple	July 1, 2023	$10,730,000
Parcel 9, Pod 3	Fee Simple	July 1, 2023	$14,280,000
Parcel 9, Pod 4	Fee Simple	July 1, 2023	$11,270,000
Parcel 10, Pod 6	Fee Simple	July 1, 2023	$13,160,000
Parcel 10, Pod 7	Fee Simple	July 1, 2023	$12,450,000
Parcel 11, Pod 5	Fee Simple	July 1, 2023	$6,810,000
Parcel 12, Pod 1	Fee Simple	July 1, 2023	$16,780,000
Parcel 12, Pod 2	Fee Simple	July 1, 2023	$18,690,000
Parcel 12, Pod 3	Fee Simple	July 1, 2023	$19,720,000
Parcel 13 Pod 1	Fee Simple	July 1, 2023	$10,310,000
Parcel 13 Pod 2	Fee Simple	July 1, 2023	$9,780,000
Parcel 13 Pod 3	Fee Simple	July 1, 2023	$9,700,000
Parcel 14 Pod 10	Fee Simple	July 1, 2023	$4,700,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The subject is proposed construction. Therefore, this report contains a prospective opinion of value. As such, we have assumed that the market conditions as discussed and considered within this report will be similar on the prospective valuation date. Further, we cannot be held responsible for unforeseeable events that alter market conditions prior to this prospective effective date.
2. Our opinion of prospective market value as completed assumes that the proposed improvements are completed in accordance with plans and specifications as of July 1, 2023, the effective appraisal date.
3. **It is noted that the individual site value(s) are not reflective of the value as if all of the subject sites were to be sold in bulk to a single purchaser.**
4. It is noted that the some of the acreage figures for the Pods are not specifically accurate to the sums found on the surveys/legal descriptions found herein. However, as our valuations for these pods are based on the allowable units/paper lots and not the specific land values this does not affect our value opinions. As such, if the number of allowable units changes then a revision of our values may be necessary.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

The value conclusion(s) in this report consider the impact of COVID-19 on the subject property.

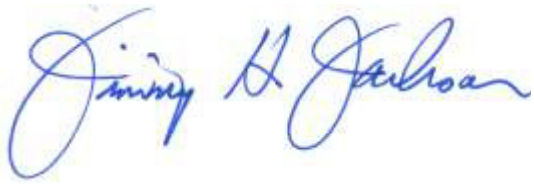
The opinions of value expressed in this report are based on estimates and forecasts which are prospective in nature and subject to considerable risk and uncertainty. Events may occur which could cause the performance of the property to differ materially from the estimates contained herein, such as changes in the economy, interest rates, capitalization rates, and behavior of investors, lenders, and consumers. Additionally, the concluded opinions and forecasts are based partly on data obtained from interviews and third-party sources, which are not always completely reliable. Although the findings are considered reasonable based on available evidence, IRR is not responsible for the effects of future, unforeseen occurrences.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Dallas





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A. Appraiser Qualifications
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Quality Assurance

IRR Quality Assurance Program

At IRR, delivering a quality report is a top priority. Integra has an internal Quality Assurance Program in which managers review material and pass an exam in order to attain IRR Certified Reviewer status. By policy, every Integra valuation assignment is assessed by an IRR Certified Reviewer who holds the MAI designation, or is, at a minimum, a named Director with at least ten years of valuation experience.

This quality assurance assessment consists of reading the report and providing feedback on its quality and consistency. All feedback from the IRR Certified Reviewer is then addressed internally prior to delivery. The intent of this internal assessment process is to maintain report quality.

Designated IRR Certified Reviewer

The IRR Certified Reviewer who provided the quality assurance assessment for this assignment is Jimmy Jackson, MAI.

Executive Summary

Property Name	Legacy Hills Parcel Levy
Address	East side of the Dallas North Tollway, north of proposed G. Celina, Collin County, Texas 75009
Property Type	Land - Residential
Owner of Record	MM 3200, MM Celina 294 LLC, Lennar Homes Texas Land & Construction LTD, MM Celina 40, Beazer Homes Texas LP, GG LLPS 1, LP, First Texas Homes INC, GG TC L/P and Mattamy Texas LLC
Tax ID	984938, 984956, 985660, 989336, 989345, 989372, 989700, 990967, 993045, 993054, 998089, 995178, 997201, 997265, 1003835, 1010373, 1010391, 1014315, 1014324, 1014440, 1096708, 1156992, 1695945, 2121192, 2575347, 2575351
Land Area	2,733.81 acres; 119,084,938 SF
Parcel 9, Pod 1	132.08 acres; 5,753,274 SF
Parcel 9, Pod 2	111.19 acres; 4,843,611 SF
Parcel 9, Pod 3	128.58 acres; 5,600,858 SF
Parcel 9, Pod 4	120.79 acres; 5,261,569 SF
Parcel 10, Pod 6	125.00 acres; 5,445,000 SF
Parcel 10, Pod 7	133.00 acres; 5,793,480 SF
Parcel 11, Pod 5	62.21 acres; 2,710,042 SF
Parcel 12, Pod 1	188.00 acres; 8,189,280 SF
Parcel 12, Pod 2	218.00 acres; 9,496,080 SF
Parcel 12, Pod 3	182.00 acres; 7,927,920 SF
Parcel 13 Pod1	101.37 acres; 4,415,677 SF
Parcel 13 Pod 2	93.67 acres; 4,058,485 SF
Parcel 13 Pod 3	93.17 acres; 4,058,485 SF
Parcel 14 Pod 10	38.63 acres; 1,682,897 SF
Zoning Designation	PD, Planned Development (Mixed-Use)
Highest and Best Use	Single-family residential development
Exposure Time; Marketing Period	6-9 months; 6-9 months
Effective Date of the Appraisal	July 1, 2023
Date of the Report	September 28, 2021
Property Interest Appraised	Fee Simple

Value Conclusions

Parcel Name	Interest Appraised	Date of Value	Value Conclusion
Parcel 9, Pod 1	Fee Simple	July 1, 2023	$12,010,000
Parcel 9, Pod 2	Fee Simple	July 1, 2023	$10,730,000
Parcel 9, Pod 3	Fee Simple	July 1, 2023	$14,280,000
Parcel 9, Pod 4	Fee Simple	July 1, 2023	$11,270,000
Parcel 10, Pod 6	Fee Simple	July 1, 2023	$13,160,000
Parcel 10, Pod 7	Fee Simple	July 1, 2023	$12,450,000
Parcel 11, Pod 5	Fee Simple	July 1, 2023	$6,810,000
Parcel 12, Pod 1	Fee Simple	July 1, 2023	$16,780,000
Parcel 12, Pod 2	Fee Simple	July 1, 2023	$18,690,000
Parcel 12, Pod 3	Fee Simple	July 1, 2023	$19,720,000
Parcel 13 Pod 1	Fee Simple	July 1, 2023	$10,310,000
Parcel 13 Pod 2	Fee Simple	July 1, 2023	$9,780,000
Parcel 13 Pod 3	Fee Simple	July 1, 2023	$9,700,000
Parcel 14 Pod 10	Fee Simple	July 1, 2023	$4,700,000
Total			$170,390,000 *

***It is noted that this value represents a summation of the individual retail lot value opinions and should not be construed as the value as if sold in a single transaction.**

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than North Parkway Municipal Management District No. 1 and FMSbonds may use or rely on the information, opinions, and conclusions contained in the report; however it is acknowledged and agreed that this appraisal will appear in a private placement memorandum distributed to investors for the bonds. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The subject is proposed construction. Therefore, this report contains a prospective opinion of value. As such, we have assumed that the market conditions as discussed and considered within this report will be similar on the prospective valuation date. Further, we cannot be held responsible for unforeseeable events that alter market conditions prior to this prospective effective date.
2. Our opinion of prospective market value as completed assumes that the proposed improvements are completed in accordance with plans and specifications as of July 1, 2023, the effective appraisal date.
3. **It is noted that the individual site value(s) are not reflective of the value as if all of the subject sites were to be sold in bulk to a single purchaser.**
4. It is noted that the some of the acreage figures for the Pods are not specifically accurate to the sums found on the surveys/legal descriptions found herein. However, as our valuations for these pods are based on the allowable units/paper lots and not the specific land values this does not affect our value opinions. As such, if the number of allowable units changes then a revision of our values may be necessary.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Identification of the Appraisal Problem

Subject Description

The subject is part of a larger 3,210-acre proposed master planned development to be known as Legacy Hills. All the property in Legacy Hills is located within the MMD. The MMD was formed for the purpose, inter alia, of funding major improvements to serve the MMD through the levy of assessments on the property therein. The subject represents 14 different single-family pods within Legacy Hills. The property is zoned Planned Development under a development agreement with the City of Celina and is allows commercial and residential development. A portion of the subject property lies within a public improvement district (the "PID") formed by the City of Celina (the "City). The PID is an overlay formed by the City inside the MMD for the purpose of levying assessments to fund direct improvements for the applicable portion of the property located in the PID. The property was purchased on August 2nd, 2021 and the buyer has since sold apportion of the parcels off to different developers for commercial and residential purposes**. It is also noted that the subject values are not reflective of the value as if all of the subject sites could be sold in a bulk purchase to a single** purchaser.

A legal description of the property is provided in the addenda.

Property Identification	
Property Name	Legacy Hills Parcel Levy
Address	East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway Celina, Texas 75009
Tax ID	984938, 984956, 985660, 989336, 989345, 989372, 989700, 990967, 993045, 993054, 998089, 995178, 997201, 997265, 1003835, 1010373, 1010391, 1014315, 1014324, 1014440, 1096708, 1156992, 1695945, 2121192, 2575347, 2575351
Owner of Record	MM 3200, MM Celina 294 LLC, Lennar Homes Texas Land & Construction LTD, MM Celina 40, Beazer Homes Texas LP, GG LLPS 1, LP, First Texas Homes INC, GG TC L/P and Mattamy Texas LLC

Sale History

The most recent closed sale of the subject is summarized as follows:

Sale Date	August 2, 2021
Seller	MM Celina 3200 LLC
Buyer	MM 3200, MM Celina 294 LLC, Lennar Homes Texas Land & Construction LTD, MM Celina 40, Beazer Homes Texas LP, GG LLPS 1, LP, First Texas Homes INC, GG TC L/P and Mattamy Texas LLC
Sale Price	$125,000,000
Recording Instrument Number	20210802001553660

It should be noted that MM Celina 3200 LLC bought the entire 3,150-acre tract, and subsequently sold a portion of the land in eight separate transactions. All eight sales were based on $22,000 per paper lot which is well supported by current market data.

Pending Transactions

Based on discussions with the appropriate contacts, the property in its current state is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date. However, portions of the assembled site are under contract to be sold on a developed lot basis.

Appraisal Purpose

The purpose of the appraisal is to develop an opinion of the prospective market value as completed, pertaining to the fee simple interest in the properties. The purpose of the appraisal is to develop the following opinions of value:

- Parcel 9, Pod 1 as of July 1, 2023
- Parcel 9, Pod 2 as of July 1, 2023
- Parcel 9, Pod 3 as of July 1, 2023
- Parcel 9, Pod 4 as of July 1, 2023
- Parcel 10, Pod 6 as of July 1, 2023
- Parcel 10, Pod 7 as of July 1, 2023
- Parcel 11, Pod 5 as of July 1, 2023
- Parcel 12, Pod 1 as of July 1, 2023
- Parcel 12, Pod 2 as of July 1, 2023
- Parcel 12, Pod 3 as of July 1, 2023
- Parcel 13, Pod 1 as of July 1, 2023
- Parcel 13, Pod 2 as of July 1, 2023
- Parcel 13, Pod 3 as of July 1, 2023
- Parcel 14, Pod 10 as of July 1, 2023

The date of the report is September 28, 2021. The appraisal is valid only as of the stated effective date or dates.

Value Type Definitions

The definitions of the value types applicable to this assignment are summarized below.

Market Value
The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. [1]

Appraisal Premise Definitions

The definitions of the appraisal premises applicable to this assignment are specified as follows.

As Is Market Value
The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.[2]

Prospective Market Value As Completed
The market value of a property as of a future date when all construction is expected to be completed. It is based on market conditions forecasted to exist as of the completion date. This value premise assumes the project is complete and ready to lease to individual tenants.[3]

Property Rights Definitions

The property rights appraised which are applicable to this assignment are defined as follows.

Fee Simple Estate
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[4]

[1] Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472
[2]Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)
[3] Compiled and summarized from several industry sources
[4] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

Client and Intended User(s)

The client and intended users are the North Parkway Municipal Management District No. 1 and FMSbonds, Inc. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

Intended Use

The intended use of the appraisal is for underwriting of a proposed Public Improvement bond transaction. The appraisal is not intended for any other use.

Applicable Requirements

This appraisal report conforms to the following requirements and regulations:

- Uniform Standards of Professional Appraisal Practice (USPAP)
- Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute
- Applicable state appraisal regulations

Report Format

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis used to develop the opinion of value.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have prepared multiple appraisals of the subject property for the current client. We have provided no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Appraiser Competency

No steps were necessary to meet the competency provisions established under USPAP. The assignment participants have appraised several properties similar to the subject in physical, locational, and economic characteristics, and are familiar with market conditions and trends; therefore, appraiser competency provisions are satisfied for this assignment. Appraiser qualifications and state credentials are included in the addenda of this report.

Scope of Work

Introduction

The appraisal development and reporting processes require gathering and analyzing information about the assignment elements necessary to properly identify the appraisal problem. The scope of work decision includes the research and analyses necessary to develop credible assignment results, given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed.

To determine the appropriate scope of work for the assignment, the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors were considered. The concluded scope of work is described below.

Research and Analysis

The type and extent of the research and analysis conducted are detailed in individual sections of the report. The steps taken to verify comparable data are disclosed in the addenda of this report. Although effort has been made to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Subject Property Data Sources

The legal and physical features of the subject property, including size of the site, flood plain data, seismic zone designation, property zoning, existing easements and encumbrances, access and exposure, and condition of the improvements (as applicable) were confirmed and analyzed.

The financial data of the subject, including occupancy statistics reports, historical income/expense figures, and tax and assessment records was analyzed. This information, as well as trends established by confirmed market indicators, is used to forecast future performance of the subject property.

Inspection

Details regarding the property inspection conducted as part of this appraisal assignment are summarized as follows:

Property Inspection

Party	Inspection Type	Inspection Date
Ernest Gatewood	On-site	September 16, 2021
Jimmy Jackson, MAI	None	N/A
Garrett Cook	None	N/A

Valuation Methodology

Three approaches to value are typically considered when developing a market value opinion for real property. These are the cost approach, the sales comparison approach, and the income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

In developing an opinion of value for the subject, only the sales comparison approach is used. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

Significant Appraisal Assistance

It is acknowledged that Garrett Cook, Appraiser Trainee License #1342407 made a significant professional contribution to this appraisal, consisting of participating in the property inspection, conducting research on the subject and transactions involving comparable properties, performing appraisal analyses, and assisting in report writing, under the supervision of the persons signing the report.

Economic Analysis

Collin County Area Analysis

Collin County is located in Texas approximately 841 square miles in size and has a population density of 1,275 persons per square mile.

Population

Collin County has an estimated 2021 population of 1,072,295, which represents an average annual 2.9% increase over the 2010 census of 782,341. Collin County added an average of 26,359 residents per year over the 2010-2021 period, and its annual growth rate exceeded the Dallas MSA rate of 1.8%.

Looking forward, Collin County's population is projected to increase at a 1.7% annual rate from 2021-2026, equivalent to the addition of an average of 19,082 residents per year. Collin County's growth rate is expected to exceed that of the Dallas MSA, which is projected to be 1.5%.

Population Trends

	Population			Compound Ann. % Chng	
	2010 Census	2021 Estimate	2026 Projection	2010 - 2021	2021 - 2026
Collin County, TX	782,341	1,072,295	1,167,704	2.9%	1.7%
Dallas-Fort Worth-Arlington, TX Metro	6,366,542	7,735,087	8,313,926	1.8%	1.5%
Texas	25,145,561	29,570,729	31,576,003	1.5%	1.3%
USA	308,745,538	330,946,040	340,574,349	0.6%	0.6%

Source: Claritas

Employment

Total employment in Collin County was estimated at 422,961 jobs as of September 2020. Between year-end 2010 and 2020, employment rose by 129,525 jobs, equivalent to a 44.1% increase over the entire period. These figures reflect a net gain of 150,282 jobs through 2019, followed by losses in 2020 with the onset of the COVID-19 pandemic. Collin County's rate of employment growth over the last decade surpassed that of the Dallas MSA, which experienced an increase in employment of 20.8% or 598,747 jobs over this period.

A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Collin County unemployment rate has been consistently lower than that of the Dallas MSA, with an average unemployment rate of 4.9% in comparison to a 5.3% rate for the Dallas MSA. A lower unemployment rate is a positive indicator.

Recent data shows that the Collin County unemployment rate is 4.6% in comparison to a 5.3% rate for the Dallas MSA, a positive sign that is consistent with the fact that Collin County has outperformed the Dallas MSA in the rate of job growth over the past two years.

Employment Trends

	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
Year	Collin County	% Change	Dallas MSA	% Change	Collin County	Dallas MSA
2010	293,436		2,876,418		7.2%	8.1%
2011	302,325	3.0%	2,943,465	2.3%	6.8%	7.6%
2012	320,125	5.9%	3,044,114	3.4%	5.9%	6.6%
2013	336,727	5.2%	3,127,712	2.7%	5.5%	6.1%
2014	355,381	5.5%	3,254,583	4.1%	4.5%	5.0%
2015	375,692	5.7%	3,360,668	3.3%	3.6%	4.1%
2016	389,832	3.8%	3,441,839	2.4%	3.5%	3.9%
2017	409,754	5.1%	3,526,930	2.5%	3.5%	3.7%
2018	425,738	3.9%	3,606,436	2.3%	3.3%	3.5%
2019	443,718	4.2%	3,719,023	3.1%	3.1%	3.3%
2020*	422,961	-4.7%	3,475,165	-6.6%	6.4%	7.1%
Overall Change 2010-2020	129,525	44.1%	598,747	20.8%		
Avg Unemp. Rate 2010-2020					4.9%	5.3%
Unemployment Rate - May 2021					4.6%	5.3%

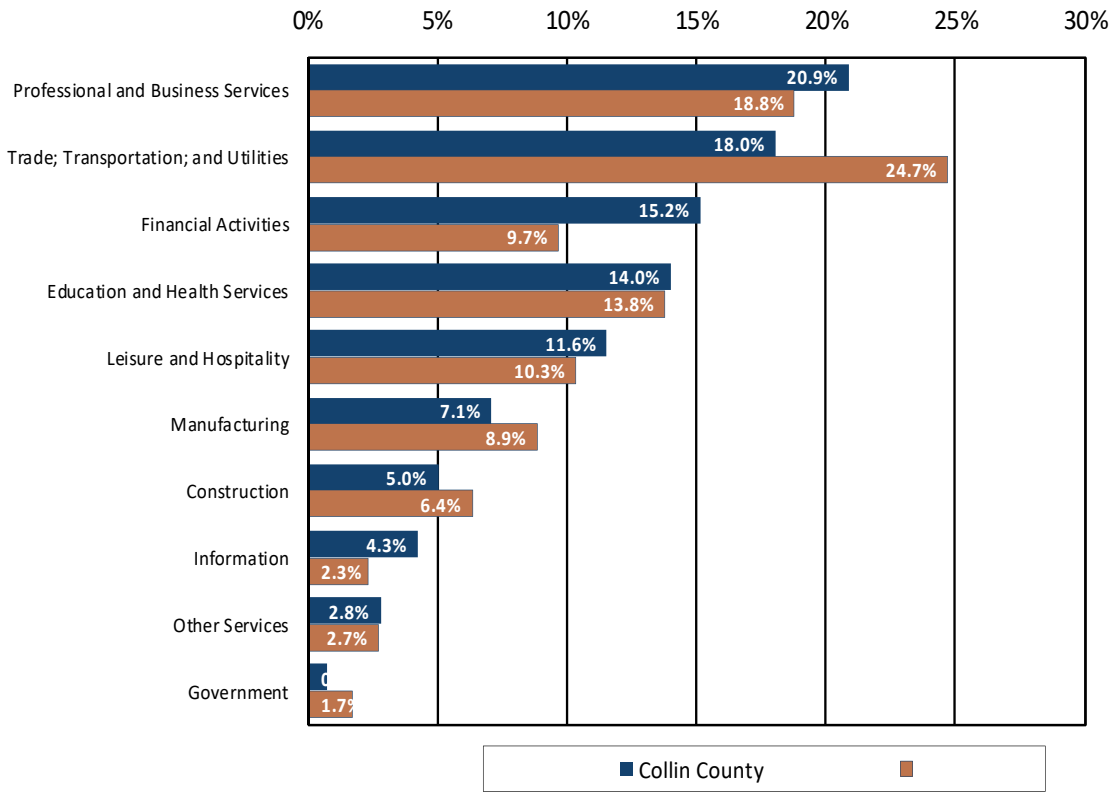
*Total employment data is as of September 2020; unemployment rate data reflects the average of 12 months of 2020.

Source: U.S. Bureau of Labor Statistics and Moody's Analytics. Employment figures are from the Quarterly Census of Employment and Wages (QCEW). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

Employment Sectors

The composition of the Collin County job market is depicted in the following chart, along with that of the Dallas MSA. Total employment for both areas is broken down by major employment sector, and the sectors are ranked from largest to smallest based on the percentage of Collin County jobs in each category.

Employment Sectors - 2020



Source: U.S. Bureau of Labor Statistics and Moody's Analytics

Collin County has greater concentrations than the Dallas MSA in the following employment sectors:

1. Professional and Business Services, representing 20.9% of Collin County payroll employment compared to 18.8% for the Dallas MSA as a whole. This sector includes legal, accounting, and engineering firms, as well as management of holding companies.
2. Financial Activities, representing 15.2% of Collin County payroll employment compared to 9.7% for the Dallas MSA as a whole. Banking, insurance, and investment firms are included in this sector, as are real estate owners, managers, and brokers.
3. Education and Health Services, representing 14.0% of Collin County payroll employment compared to 13.8% for the Dallas MSA as a whole. This sector includes employment in public and private schools, colleges, hospitals, and social service agencies.
4. Leisure and Hospitality, representing 11.6% of Collin County payroll employment compared to 10.3% for the Dallas MSA as a whole. This sector includes employment in hotels, restaurants, recreation facilities, and arts and cultural institutions.

Collin County is underrepresented in the following sectors:

1. Trade; Transportation; and Utilities, representing 18.0% of Collin County payroll employment compared to 24.7% for the Dallas MSA as a whole. This sector includes jobs in retail trade, wholesale trade, trucking, warehousing, and electric, gas, and water utilities.
2. Manufacturing, representing 7.1% of Collin County payroll employment compared to 8.9% for the Dallas MSA as a whole. This sector includes all establishments engaged in the manufacturing of durable and nondurable goods.
3. Construction, representing 5.0% of Collin County payroll employment compared to 6.4% for the Dallas MSA as a whole. This sector includes construction of buildings, roads, and utility systems.
4. Government, representing 0.7% of Collin County payroll employment compared to 1.7% for the Dallas MSA as a whole. This sector includes employment in local, state, and federal government agencies.

Major Employers

Major employers in Collin County are shown in the following table.

Major Employers - Collin County, TX

	Name	Number of Employees
1	Texas Instruments	9,100
2	Bank of America Home Loans	8,000
3	Plano Independent School District	6,500
4	Frisco Independent School District	5,000
5	Capital One Finance	4,500
6	LifeCare	4,500
7	HP Enterprise Services	4,500
8	AT&T	4,300
9	Nortel	4,300
10	Toyota Motor Corp.	4,000

Source: collincountytx.gov

Major Employers

Major employers in the DFW metro area are shown in the following table.

Major Employers - DFW Metro

	Name	Number of Employees
1	AMR Corporation	24,700
2	Bank of America Corporation	20,000
3	Texas Health Resources Inc.	19,230
4	Dallas ISD	18,314
5	Baylor Health Care System	17,097
6	AT&T	15,800
7	Lockheed Martin Aeronautics	14,126
8	JP Morgan Chase & Co.	13,500
9	UT-Southwestern Medical Center	13,122
10	City of Dallas	12,836

Source: http://www.destinationdfw.com/Largest-Employers-in-Dallas-Fort-Worth-Texas/

Gross Domestic Product

Gross Domestic Product (GDP) is a measure of economic activity based on the total value of goods and services produced in a defined geographic area, and annual changes in Gross Domestic Product (GDP) are a gauge of economic growth.

Economic growth, as measured by annual changes in GDP, has been considerably higher in Collin County than the Dallas MSA overall during the past eight years. Collin County has grown at a 6.3% average annual rate while the Dallas MSA has grown at a 3.4% rate.

Collin County has a per capita GDP of $61,083, which is 2% less than the Dallas MSA's GDP of $62,370. This means that Collin County industries and employers are adding relatively less value to the economy than their counterparts in the Dallas MSA.

Gross Domestic Product

Year	($,000s) Collin County	% Change	($,000s) Dallas MSA	% Change
2012	41,141,177		374,743,312	
2013	43,460,636	5.6%	385,095,956	2.8%
2014	46,438,378	6.9%	400,172,423	3.9%
2015	50,520,752	8.8%	419,840,896	4.9%
2016	54,334,515	7.5%	432,613,158	3.0%
2017	58,832,224	8.3%	448,957,236	3.8%
2018	61,794,796	5.0%	464,389,967	3.4%
2019	63,204,633	2.3%	472,334,266	1.7%
Compound % Chg (2012-2019)		6.3%		3.4%
GDP Per Capita 2019	$61,083		$62,370	

Source: U.S. Bureau of Economic Analysis and Moody's Analytics; data released December 2020. The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted ""real"" GDP stated in 2012 dollars.

Household Income

Collin County is more affluent than the Dallas MSA. Median household income for Collin County is $103,507, which is 36.9% greater than the corresponding figure for the Dallas MSA.

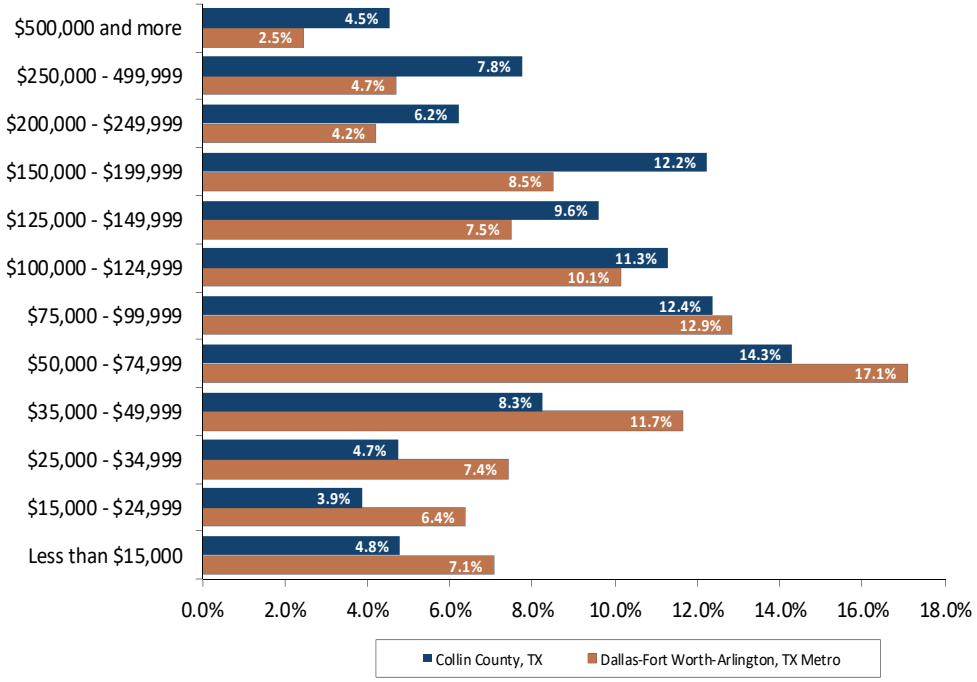
Median Household Income - 2021

	Median
Collin County, TX	$103,507
Dallas-Fort Worth-Arlington, TX Metro	$75,635
Comparison of Collin County, TX to Dallas-Fort Worth-Arlington,	+ 36.9%

Source: Claritas

The following chart shows the distribution of households across twelve income levels. Collin County has a greater concentration of households in the higher income levels than the Dallas MSA. Specifically, 64% of Collin County households are at the $75,000 or greater levels in household income as compared to 50% of Dallas MSA households. A lesser concentration of households is apparent in the lower income levels, as 13% of Collin County households are below the $35,000 level in household income versus 21% of Dallas MSA households.

Household Income Distribution - 2021

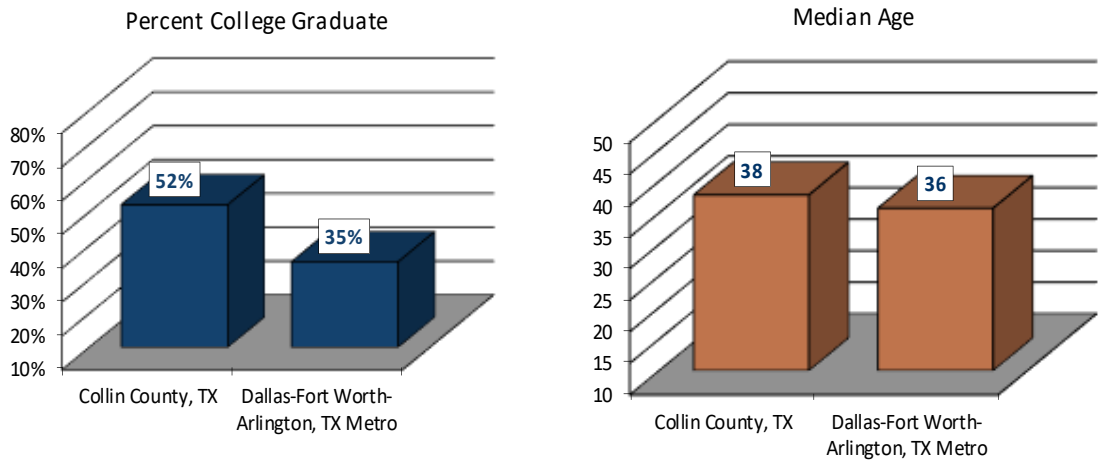


Source: Claritas

Education and Age

Residents of Collin County have a higher level of educational attainment than those of the Dallas MSA. An estimated 52% of Collin County residents are college graduates with four-year degrees, versus 35% of Dallas MSA residents. People in Collin County are older than their Dallas MSA counterparts. The median age for Collin County is 38 years, while the median age for the Dallas MSA is 36 years.

Education & Age - 2021

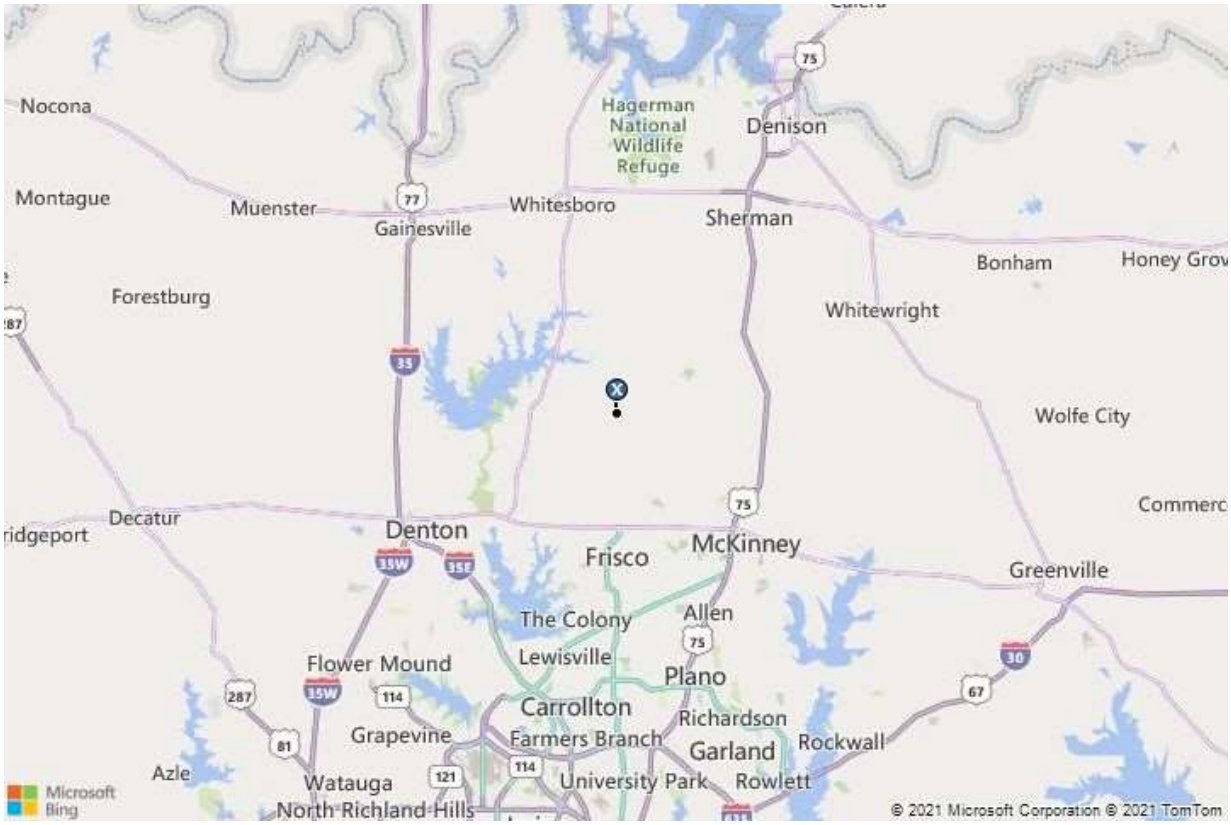


Source: Claritas

Conclusion

The Collin County economy will benefit from a growing population base and higher income and education levels. Collin County experienced growth in the number of jobs and has maintained a consistently lower unemployment rate than the Dallas MSA over the past decade. It is anticipated that the Collin County economy will improve, and employment will grow, strengthening the demand for real estate.

Area Map


Nocona
Montague
Muenster
Gainesville
Whitesboro
Hagerman National Wildlife Refuge
Denison
Sherman
Bonham
Honey Grov
Forestburg
Whitewright
Wolfe City
Commerc
Decatur
ridgeport
Denton
Frisco
McKinney
Greenville
The Colony
Allen
Lewisville
Plano
Flower Mound
Carrollton
Richardson
Grapevine
Farmers Branch
Garland
Rockwall
Azle
Watauga
University Park
Rowlett
North Richland Hills
Microsoft Bing
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Surrounding Area Analysis

Boundaries

The subject is located in the city of Celina in the far northwestern sector of Collin County, Texas. This area is generally delineated as follows:

Boundaries & Delineation	
Boundaries	
Market Area	Dallas-Fort Worth, TX
Submarket	Celina
Area Type	Suburban
Delineation	
North	Collin County Bundary Line
South	US-380
East	SH-289
West	US-377

A map identifying the location of the property follows this section.

Access and Linkages

Access & Linkages	
Vehicular Access	
Major Highways	US-289 (Preston Road), FM-1385, and the Dallas North Tollway
Primary Corridors	FM-455
Vehicular Access Rating	Average
Airport(s)	DFW International Airport
Distance	38 miles
Driving Time	60 minutes
Primary Transportation Mode	Automobile

Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics

2021 Estimates	3-Mile Radius	5-Mile Radius	10-Mile Radius	Collin County, TX	Dallas-Fort Worth-Arlington, TX Metro
Population 2010	2,554	5,039	33,185	782,341	6,366,542
Population 2021	3,698	8,051	62,447	1,072,295	7,735,087
Population 2026	4,080	8,853	68,611	1,167,704	8,313,926
Compound % Change 2010-2021	3.4%	4.4%	5.9%	2.9%	1.8%
Compound % Change 2021-2026	2.0%	1.9%	1.9%	1.7%	1.5%
Households 2010	832	1,570	10,783	283,759	2,296,410
Households 2021	1,242	2,552	20,225	383,211	2,764,947
Households 2026	1,377	2,815	22,217	416,109	2,966,316
Compound % Change 2010-2021	3.7%	4.5%	5.9%	2.8%	1.7%
Compound % Change 2021-2026	2.1%	2.0%	1.9%	1.7%	1.4%
Median Household Income 2021	$116,824	$123,136	$124,691	$103,507	$75,635
Average Household Size	3.0	3.1	3.0	2.8	2.8
College Graduate %	43%	43%	46%	52%	35%
Median Age	36	38	36	38	36
Owner Occupied %	70%	78%	81%	68%	62%
Renter Occupied %	30%	22%	19%	32%	38%
Median Owner Occupied Housing Value	$462,608	$465,502	$442,421	$377,141	$260,197
Median Year Structure Built	2006	2006	2011	2000	1991
Average Travel Time to Work in Minutes	34	36	37	32	31

Source: Claritas

As shown above, the current population within a 5-mile radius of the subject is 8,051, and the average household size is 3.1. Population in the area has grown since the 2010 census, and this trend is projected to continue over the next five years. Compared to Collin County overall, the population within a 5-mile radius is projected to grow at a faster rate.

Median household income is $123,136, which is higher than the household income for Collin County. Residents within a 5-mile radius have a considerably lower level of educational attainment than those of Collin County, while median owner-occupied home values are considerably higher.

Land Use

In the immediate vicinity of the subject, predominant land uses are a mixture of single-family residential with supportive commercial uses at major intersections and roadways. Other land use characteristics are summarized as follows:

Surrounding Area Land Uses	
Character of Area	Suburban
Predominant Age of Improvements	New to 50± years
Predominant Quality and Condition	Average
Approximate Percent Developed	40%
Infrastructure/Planning	Average

Subject's Immediate Surroundings



Development Activity and Trends

During the last five years, development has been predominantly of single-family residential uses with supportive commercial uses. Following are developments/projects in the immediate and surrounding neighborhood areas including Prosper, Texas. The pace of development has generally accelerated over this time.

Celina, Texas – the Celina City Council recently approved the new "Downtown Master Plan" for the future improvements, amenities, and development of the downtown area. The plans encompass rezoning and expanding historic preservation efforts.

Prosper Independent School District is a public-school district encompassing 57.75 square miles with a student enrollment of approximately 12,000 students. The district is comprised of 12 elementary schools, four middle schools, and two high schools. The district is known for their academic excellence as well as several state championships.

Mustang Lakes – is a $1.1 billion master-planned development which will eventually be built with 1,729 homes. A total of 898 lots have been developed to date. The development is located on FM-1461 at FM-2478. The 682-acre community sits within Celina's city limits (although in Prosper ISD) with homes ranging from $300,000 to more than $1.2 million. Homebuilders include K. Hovnanian Homes, Highland Homes, Shaddock Homes, Drees Homes, Britton Homes, Coventry Homes, Dave R. Williams Homes, and Sharif & Munir Custom Homes. Community amenities include waterfalls, fitness center, spa, lazy river, four tennis courts and ten miles of walking trails. Mustang Lakes also includes eight lakes. Mustang Lakes also has upwards of 35 acres zoned for a neighborhood services center, which could build about 200,000 square feet of retail space.

Lilyana – is a 400-acre master-planned subdivision being developed by Hillwood Communities located at the northeast corner of FM-1461 (Frontier Parkway) and Coit Road in Celina (Prosper ISD). A total of 1,307 lots are eventually planned with 574 lots developed to date. The total investment in the development will be about $400 million. Home prices are ranging from $330,000 to $585,000. Homebuilders include Highland Homes, David Weekley Homes, American Legend Homes, M/I Homes, Perry Homes, and Village Builders. The master-planned community includes resort-style amenities, multiple community parks, 63 acres of greenspace, and miles of trails.

Bluewood – is a 244-acre master-planned subdivision being developed by Hillwood Communities located at the northwest corner of Ownsby Parkway and Coit Road in Celina, Texas. The development is located in the Celina ISD. A total of 833 lots are eventually planned with 723 lots developed to date. Home prices are ranging from $313,000 to $456,000. Homebuilders include D.R. Horton Homes, First Texas Homes, M/I Homes, and Meritage Homes. Amenities include community pools, pocket parks, hike/bike trails, and an on-site elementary school.

Dynavest is a 3,000+-acre proposed mixed-use development to be located on the extension of the Dallas North Tollway near FM-455 in Celina. The first phase is expected to be completed by 2023 with approximately 1,500 lots with seven homebuilders (D.R. Horton Homes, Ashton Woods Homes, M/I Homes, First Texas Homes, Beazer Homes, Mattamy Homes, and Lennar Homes.

Collin College-Central Park – A $162 million, five-year growth plan that would build campuses in Wylie, Celina, and Farmersville. Collin College is planning a $36 million, 120,000 square-foot facility near CR-88 and CR-86 in Celina to serve 1,500 students.

The Homestead at Ownsby Farms is a residential development located in Celina in Celina ISD. A total of 373 lots with two typical lot sizes (50' and 60') have been developed with home prices ranging from $328,000 to $512,000.

Green Meadows - Addison-based Tomlin Investments is developing a $2-billion master-planned community on 1,408 acres with approximately 3,940 homes known as Green Meadows. A total of 397 lots have been developed to date. This development is located about 40 miles north of Dallas. The development offers a $4.5 million amenity center, multiple resort-style pools, dog park, community garden, playgrounds, sand volleyball courts, grilling area, party center, and daycare center. Homes are ranging from $273,000 to $569,000 in the initial phases.

Texas Health Recovery & Wellness Center is a 65,000 square-foot health care campus in Prosper located on US-380, west of the Dallas North Tollway offering care for adolescents struggling with drug and alcohol addiction and other behavioral illnesses.

Light Farms (aka Light Ranch) is a 1,070-acre master-planned development in Celina and located in the Prosper ISD. The development has access from the future extension of the Dallas North Tollway. Amenities include a fitness center, four pools, tennis court complex, and a central lawn with gazebo for events. Homebuilders in the community include American Legend Homes, Britton Homes, MainVue Homes, Drees Homes, Highland Homes, Horizon Homes, Huntington Homes, K. Hovnanian Homes, and Shaddock Homes. Home prices are ranging from $273,000 to $575,000.

Star Trail – a 1,000-acre residential community being developed by Blue Star Land in Prosper. A total of 1,106 homes are eventually planned with 780 lots being completed to date. Home prices are ranging from $400,000 to $880,000. This development is located at the northwest corner of Prosper Trail and the Dallas North Tollway.

Celina Family Healthcare opened in 2012 and operated by Texas Health Physicians Group (a network of more than 650 primary and specialty care physicians) is a pediatric and adult primary care facility located at 1050 S. Preston Road in Celina Town Center.

Collin County Area Regional Transit – CCART: CCART is the rural and urban bus service for Collin County. CCART offers a curb-to-curb transit service within Collin County for the cities of Plano, Frisco, Allen, Wylie, Farmersville, Melissa, Prosper, Princeton, Celina, Anna, Blue Ridge, Josephine, Nevada, Fairview, Lucas, Murphy, and Lavon.

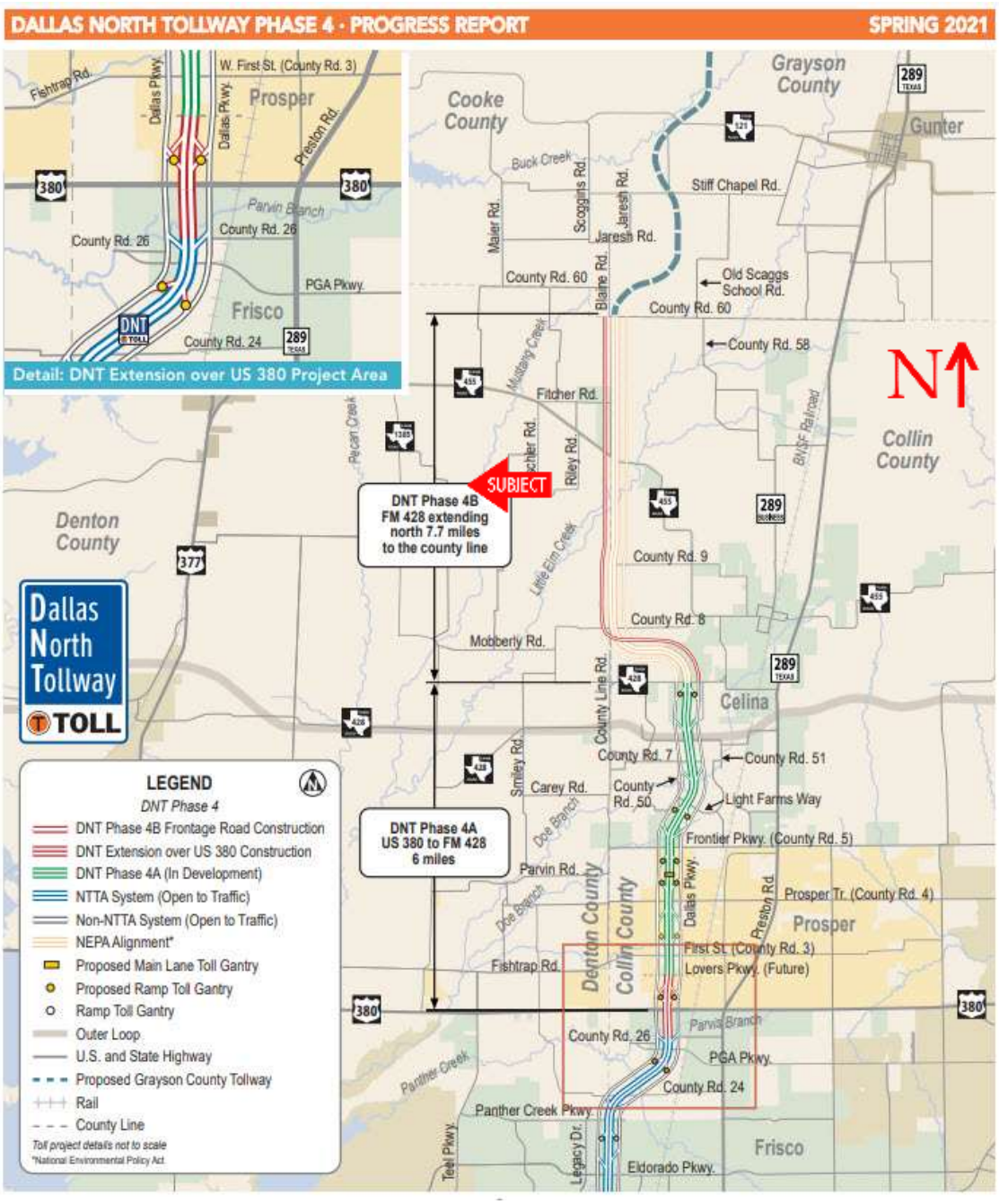
The Gates of Prosper - Blue Star Land, the development company owned by Dallas Cowboys owner Jerry Jones, partnered with Lincoln Property Company to build the first phase of the 800-acre Gates of Prosper at the northeast corner of Preston and US-380 for $1 billion. About 300,000 square feet of retail space on 93 acres has been developed in the first phase and is anchored by Wal-Mart, Kohl's, Hobby Lobby, and Dick's Sporting Goods store. Other portions of the Gates of Prosper will contain office buildings, apartments, and more retail while restaurant tenants, and a home goods retailer have also signed up for the retail center.

Shops at Prosper Trail - Located at the northeast corner of Prosper Trail and Preston Road, the center is anchored by the 123,000 square-foot Kroger Marketplace which was completed in 2016 on what was the former homesite of the Dallas Cowboy player, Deion Sanders. MQ Development Partners is building the 30-acre shopping center with the Kroger and 45,000 square feet of adjoining retail and restaurant space.

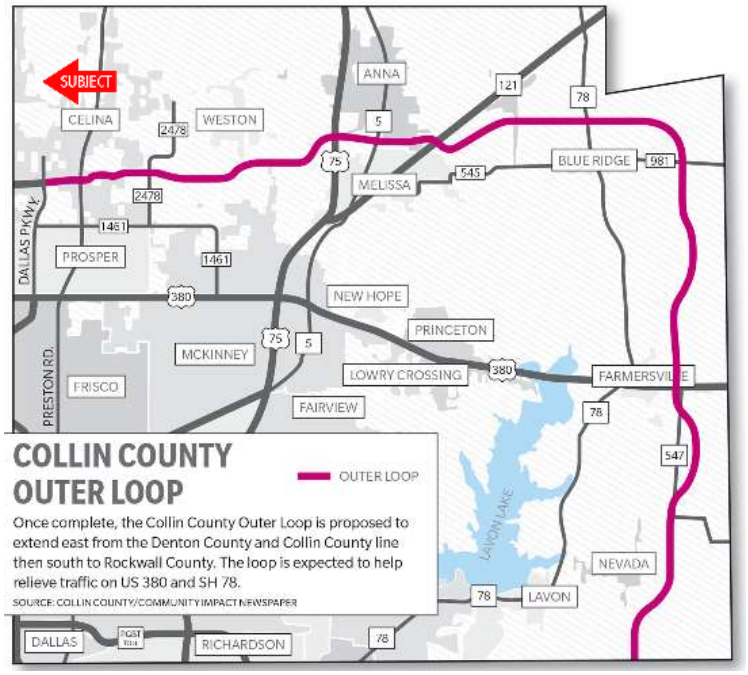
Baylor Family Medicine at Prosper is a 4,700-square-foot facility located within the 16,000-square-foot Eagle Crossing II mixed-use development located at 861 N. Coleman in Prosper. Dallas-based Lee Design Group, under a contract with Health Texas Providers Network, designed the medical space. Eagle Crossings II was constructed by Crossland Construction Company.

Dallas North Tollway Northern Extension, Phase 4 when complete is expected to extend the "Tollway" northward from US-380 an additional 17.6 miles into Grayson County (to FM-121) providing a link from the Dallas Central Business District and cities located within Dallas, Collin, Denton, and Grayson counties. The NTTA Board approved the schematic design and environmental evaluation in June 2011 for the Phase 4A/4B/5A extension project.

The extension will be a limited access toll road with six main lanes and four frontage road lanes. Collin County is currently working on the southbound service lanes on the Dallas North Tollway from US-380 to FM-428. This project will allow two lanes north and two lanes south on the service roads. Construction of the DNT extension over US-380 began in early 2020. Design of the frontage road between the Grayson County line and FM-428 continues as well as the environmental engineering work on the DNT 4A project. Following is the current progress "Spring 2021" map of the extension:


DALLAS NORTH TOLLWAY PHASE 4 - PROGRESS REPORT
SPRING 2021
Detail: DNT Extension over US 380 Project Area
Fishtrap Rd.
Dallas Pkwy.
W. First St. (County Rd. 3)
Prosper
Preston Rd.
380
Parvin Branch
County Rd. 26
PGA Pkwy.
Frisco
DNT
County Rd. 24
289
Cooke County
Grayson County
Gunter
Buck Creek
Stiff Chapel Rd.
Maier Rd.
Scoggins Rd.
Jaresh Rd.
Blaine Rd.
County Rd. 60
Old Scaggs School Rd.
County Rd. 58
N
Mustang Creek
Fitcher Rd.
Pecan Creek
Riley Rd.
BNSF Railroad
Collin County
SUBJECT
DNT Phase 4B
FM 428 extending
north 7.7 miles
to the county line
Denton County
377
Little Elm Creek
County Rd. 9
County Rd. 8
Mobberly Rd.
County Line Rd.
Celina
Dallas North Tollway
TOLL
Smiley Rd.
County Rd. 7
County Rd. 51
Carey Rd.
County Rd. 50
Light Farms Way
Frontier Pkwy. (County Rd. 5)
DNT Phase 4A
US 380 to FM 428
6 miles
Doe Branch
Parvin Rd.
Dallas Pkwy.
Prosper Tr. (County Rd. 4)
Preston Rd.
Prosper
Denton County
Collin County
First St. (County Rd. 3)
Lovers Pkwy. (Future)
Fishtrap Rd.
Parvin Branch
County Rd. 26
PGA Pkwy.
County Rd. 24
Panther Creek
Panther Creek Pkwy.
Teel Pkwy.
Legacy Dr.
Frisco
Eldorado Pkwy.
LEGEND
DNT Phase 4
DNT Phase 4B Frontage Road Construction
DNT Extension over US 380 Construction
DNT Phase 4A (In Development)
NTTA System (Open to Traffic)
Non-NTTA System (Open to Traffic)
NEPA Alignment*
Proposed Main Lane Toll Gantry
Proposed Ramp Toll Gantry
Ramp Toll Gantry
Outer Loop
U.S. and State Highway
Proposed Grayson County Tollway
Rail
County Line
Toll project details not to scale
*National Environmental Policy Act

Collin County Outer Loop - In its current state, the Outer Loop runs 4.6 miles from US-75 in Anna to SH-121 just northeast of Melissa. This section was built at a cost of $21 million. This section of road runs as a bi-directional two-lane road, which will eventually be the north frontage road. The Outer Loop is planned to run for approximately 50 miles from the future northern extension of the Dallas North Tollway in Celina to IH-30 near Royse City. The loop will be built in five segments (including Segment 1 which is already open).



Segment 1 is the section of road already opened, running from US-75 to SH-121. This section will eventually become the north frontage road as tolled main lanes are added.

Segment 2 will run from FM-6, between Nevada and Josephine to the Rockwall County line near Royse City. This segment could possibly be extended further south past IH-30 through Rockwall, Kaufman, and Dallas counties as part of a much larger outer loop.

Segment 3 will run past US-75 to the future north extension of the Dallas North Tollway in Celina. This section will run through extreme north McKinney, close to Weston and cross SH-289 (Preston Road) before ending at the Dallas North Tollway. This section could possibly be extended further west through Denton County as part of a larger outer loop.

Segment 4 will run from US-380 near Farmersville to FM-6 between Nevada and Josephine.

Segment 5 will connect Segments 1 and 4, running through sparsely populated areas of the county.

Outlook and Conclusions

The area is in the growth stage of its life cycle. Given the history of the area and the growth trends, it is anticipated that property values will increase in the near future.

Surrounding Area Map

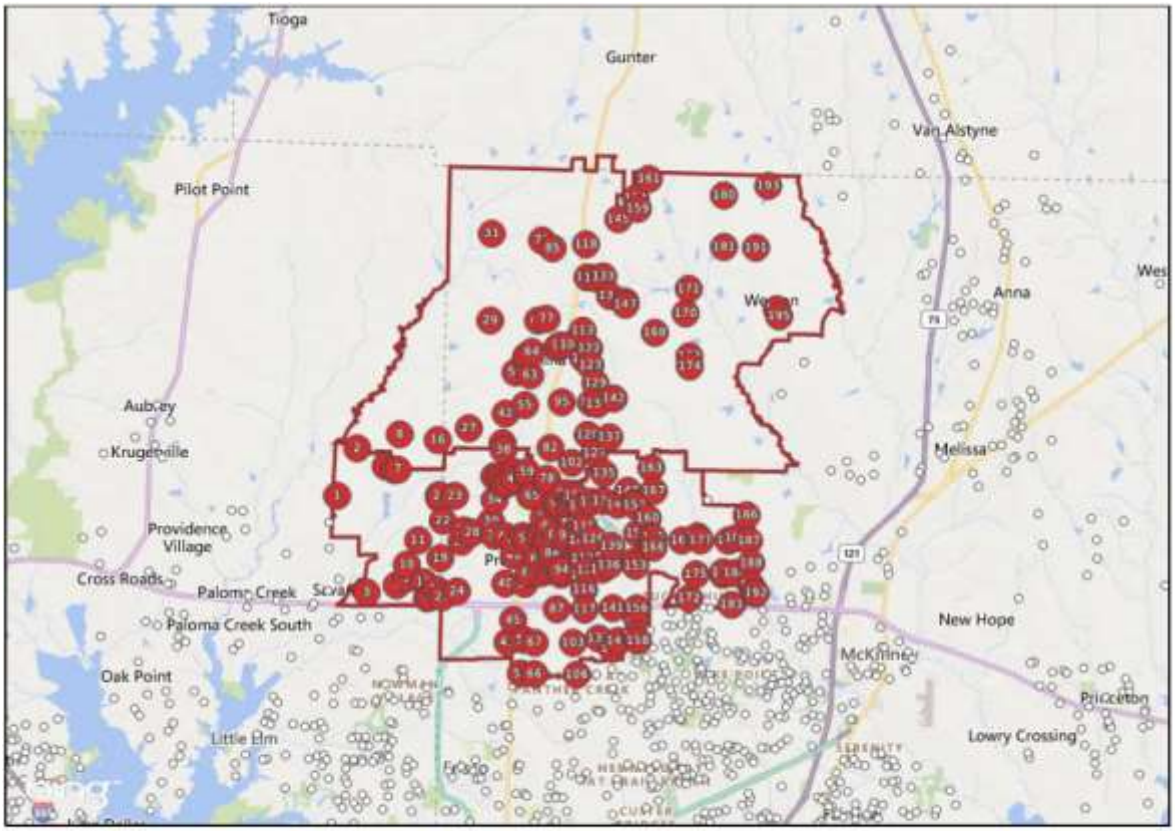


Residential Analysis

When analyzing the financially feasible and maximally productive use of the site, all of the uses that are both physically possible and legally permissible must be considered. For the subject, the primary potential use is considered to be single-family residential development. As mentioned, the subject is proposed with single-family lots. Thus, an important factor affecting development of the subject is the surrounding land usage. The neighborhood is predominantly vacant land that is being developed into single-family residential uses. The immediate area surrounding the subject is residential in nature.

During the past decade, the residential real estate market has seen many positive changes. With the steady increase in multifamily residential rental rates, coupled with the low interest rates and the large numbers pertaining to job growth, there has been a trend of individuals choosing to purchase homes rather than to rent apartments and multifamily housing. Furthermore, with the decline in the availability of vacant developable land, population growth has quickly expanded into the suburban areas of the Dallas/Fort Worth area. As such, the proposed absorption of single-family home lots in the subject's neighborhood will be analyzed using historical absorption data provided by Metrostudy, a locally recognized information provider, as well as information obtained from area market participants and developers. It is important to note that our absorption data is based on historical trends. Inasmuch as we are forecasting an economy for this area that is at least equal to recent trends, using these historical trends is felt to be quite justifiable. The subject development is physically located within the city of Celina in Collin County and is within the Celina Independent School District in close proximity to the Prosper ISD. Therefore, data obtained from Metrostudy as of Second Quarter 2021 for the combined area of "Celina ISD and Prosper ISD", as shown in the following map, will be analyzed with a summary of the details following.

Defined Submarket Map Area – Combined Celina ISD and Prosper ISD



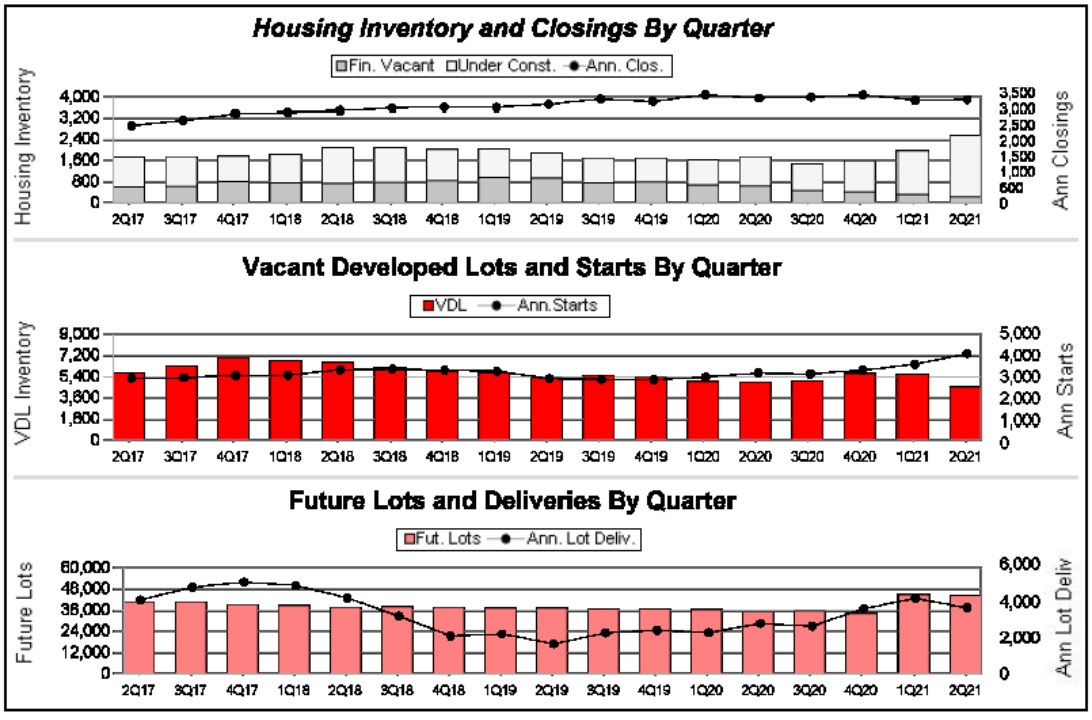
Following is a chart provided by Metrostudy summarizing the historical home/lot absorption from the past several years for the combined Celina ISD and Prosper ISD submarket area.

Historical Housing Chart – Combined Celina ISD and Prosper ISD

Historical Housing Activity Summary

Current Selections

Qtr	Qtr Clos	Ann Clos	Model	FinVac	UC	Total Inv	Total Supply	Qtr Starts	Ann Starts	VDL	VDL Supply	Fut Lots	Ann Lot Deliv
2Q17	741	2,507	105	617	1,126	1,848	8.8	808	2,969	5,708	23.1	40,884	4,137
3Q17	748	2,675	119	629	1,129	1,877	8.4	777	2,994	6,330	25.4	40,819	4,836
4Q17	797	2,879	134	811	960	1,905	7.9	825	3,107	7,033	27.2	39,145	5,119
1Q18	627	2,913	140	751	1,089	1,980	8.2	702	3,112	6,778	26.1	38,773	4,941
2Q18	795	2,967	140	735	1,362	2,237	9.0	1,052	3,356	6,606	23.6	37,904	4,254
3Q18	823	3,042	142	773	1,313	2,228	8.8	814	3,393	6,168	21.8	38,204	3,231
4Q18	821	3,066	147	844	1,192	2,183	8.5	776	3,344	5,830	20.9	37,859	2,141
1Q19	629	3,068	152	970	1,084	2,206	8.6	652	3,294	5,734	20.9	37,222	2,250
2Q19	885	3,158	147	952	935	2,034	7.7	713	2,955	5,345	21.7	37,403	1,694
3Q19	987	3,322	143	751	940	1,834	6.6	787	2,928	5,541	22.7	36,712	2,301
4Q19	741	3,242	141	788	917	1,846	6.8	753	2,905	5,373	22.2	36,594	2,448
1Q20	843	3,456	140	692	947	1,779	6.2	776	3,029	5,018	19.9	36,424	2,313
2Q20	777	3,348	135	648	1,113	1,896	6.8	894	3,210	4,966	18.6	35,348	2,831
3Q20	1,023	3,384	130	474	1,013	1,617	5.7	744	3,167	5,059	19.2	35,820	2,685
4Q20	806	3,449	127	422	1,187	1,736	6.0	925	3,339	5,680	20.4	34,202	3,646
1Q21	681	3,287	118	324	1,661	2,103	7.7	1,048	3,611	5,640	18.7	44,890	4,233
2Q21	800	3,310	124	225	2,343	2,692	9.8	1,389	4,106	4,548	13.3	44,505	3,688



Dallas/Ft. Worth Residential Survey (2Q21)
Copyright Metrostudy

metrostudy
A hanleywood Company
Sales: 1-800-227-8839

Defined Submarket Area

As shown in the chart on the previous page, the absorption of homes/lots within the submarket area has been stable since 2017. According to Metrostudy, the submarket area absorbed the following total homes/lots from 2017 thru Second Quarter 2021:

- 2017 – 3,107 homes/lots absorbed
- 2018 – 3,344 homes/lots absorbed
- 2019 – 2,905 homes/lots absorbed
- 2020 – 3,339 homes/lots absorbed
- 2021 Q2 – 2,437 homes/lots absorbed

Thus, since 2017 (4.5 years), the annual average of homes/lots absorbed was 3,363 homes/lots. However, utilizing the more recent 12-month absorption of homes/lots, from July 2020 thru June 2021, the annual average of homes/lots absorbed significantly increases to 4,106 homes/lots in the combined submarket.

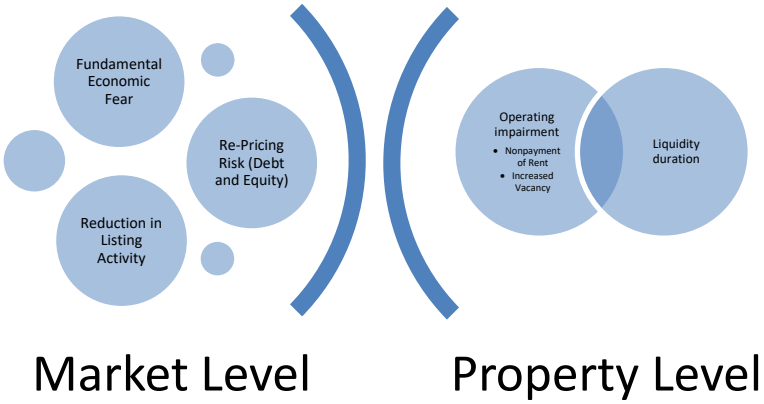
According to Metrostudy, the existing supply of available housing is currently substantially below ideal levels in the submarket. The number of vacant developed lots in the submarket has decreased from a high of 7,033 vacant lots in Fourth Quarter 2017 to 4,548 vacant lots in Second Quarter 2021 as developers try to meet demand.

Based upon the Metrostudy absorption figures of the past 4.5 years, there is currently only a 16±-month (4,548 lots ÷ 3,363 lots = 1.4±-years) total supply of existing lots available in the submarket. This total supply is considered to be well below the optimum lot supply levels of 2.0 to 2.5 years per Metrostudy. Also, when utilizing the more current 12-month absorption of 4,106 home/lots, the total supply of existing lots available in the subject's defined submarket decreases further to only 13±-months (4,548 lots ÷ 4,106 lots/year = 1.1±-years), which is substantially below the low end of optimum lot supply levels in the submarket.

Thus, the total lot supply within the subject's submarket is estimated to be between 1.1± to 1.4± years (13± to 16± months). Currently, this total lot supply is considered to be well below the optimum supply levels. Also, taking into consideration that new developments require a typical nine to 12-month construction period, with increasing demand and dwindling lot supply, it appears that additional lot product in the submarket is feasible at the current time.

COVID-19 Impact on Current Valuations

Transaction indicators are the best measure of any impact on values due to COVID-19. At the beginning of the pandemic, many transactions were tabled, and market data was scarce. After an initial lull in activity, price discovery has occurred in many markets across different property types and transactions are getting done. Market instability remains a factor on various levels:



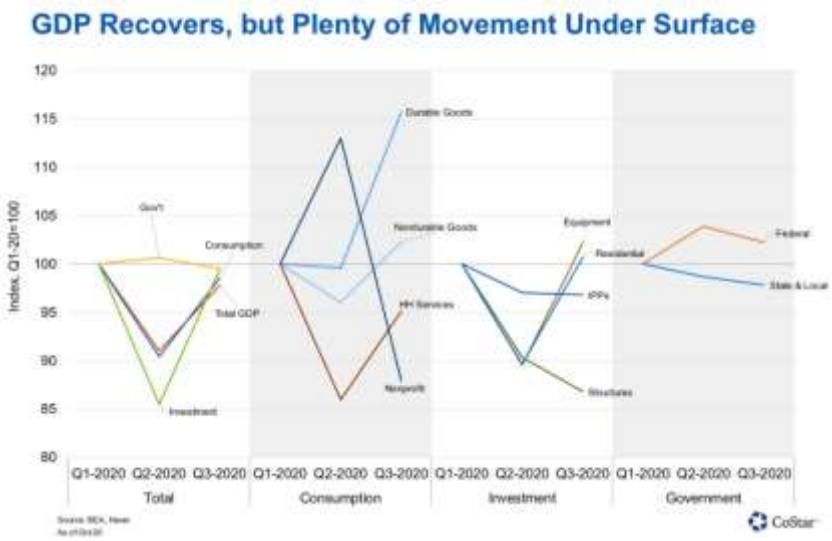
Based on discussions and interviews with a wide range of market participants including brokers, lenders, asset managers, owners, property managers and others, a variety of concerns, and opportunities, are apparent.

The Virus

The second wave began in 4Q20 across virtually the entire country. Infection rates are exploding with many states and local governments restricting movement and social gatherings. The stock market rose to new highs in 4Q20 on the news of multiple promising vaccine options expected to first become widely available to health care workers and then the general public by mid-2021. In the interim, volatility will remain with starts and stops in economic activity. A widely distributed vaccine is critical for employers to be able to safely bring workers back to the office, public schools to remain open with consistency and perceived safe use of public transportation in getting people to work.

Macro-Economic Impacts

Not surprisingly, 3Q20 GDP was up significantly but varies considerably by segment (Consumption, Investment, Government) as illustrated in the graph below. Consumption of goods are up while consumption of services remains off notably due in large part to households remaining in various levels of lockdown in many parts of the country. Warehouses and manufacturing are winners – hotels, retail, and restaurants remain weak.

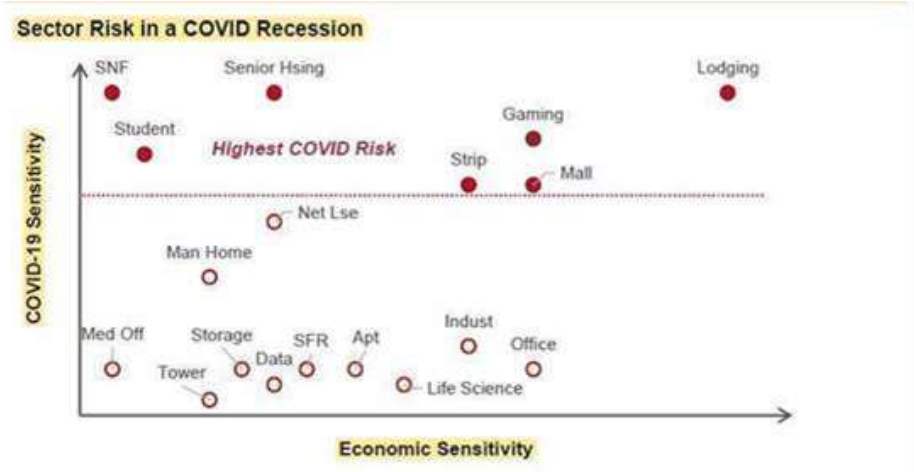


The prospect for a significant stimulus package remains uncertain. State and local finances are troubling not to mention the outlook for employers and workers, particularly in the service sector, who remain on the downside of a K shaped recovery.

After initially ramping up cash reserves to cover bad loans, many larger lending institutions have begun reducing those set asides as the expectation of losses is on the decline. Many smaller to mid-size banks, which have typically been the primary capital source to local, service-oriented businesses, may not be so fortunate.

Impact by Property Type, Class & Location

Below is a graph prepared by Greenstreet Advisors plotting the sensitivity (and risk) associated with various property types with the negative impact on value being greater for those assets with greater sensitivity. Those assets relating to essential business operations (grocery, medical, distribution) have been less affected than for example lodging and malls where social distancing is more difficult.



Rates of Return and Valuation Methodology

Offsetting the increased risk due to uncertainty in the property markets is the Fed's monetary policy of holding rates down to enhance liquidity in the debt markets. While many financial institutions have lowered their loan to value ratios as a risk management tool, the cost of borrowing is at historic lows for assets with sustainable cash flow and solid sponsors. The result is downward pressure on rates of return where leverage is attainable but offset to some extent by a rise in equity return requirements. As transactions continue to occur, the overall impact on rates of return, and how they are responding differently by property type and location, is becoming apparent.

Some market participants believe the answer to market value lies in capitalization rates while others believe rates are not moving. Instead, the value impact is limited to cash flow loss plus profit until re-stabilization occurs. Once again, the answers vary by property type and location.

The following valuation tempers the various inputs given the wide range of data in the market. Care must be taken not to "double hit" the analysis by modeling lower net income via lower performance projections and at the same time raising the return requirements, particularly in light of a low interest rate environment.

Market Sentiment/Participant Interviews

In addition to transaction data, which is slowly materializing, we have interviewed market participants (developers, investors, lenders, brokers) as a leading indicator of where the market is currently, and where they believe the market is heading. These survey results have been analyzed and incorporated into our analysis and conclusions.

Conclusion

This heightened uncertainty forms the basis of defined risk. Considering the subject's relative sensitivity to the COVID-19 risks as of the effective date of the valuation, Integra rates the relative risks of the subject property as of the effective date as follows:

Risk Analysis	
Property Type Sensitivity to Risk	Single-family development is low risk
Property Location Sensitivity to Risk	Single-family development is low risk
Cost of Capital Impact/Risk	Single-family development cost of capital impact risk is low
Property Operations Risk	Single-family development operations risk is low

Property Analysis

Land Description and Analysis

Location

The property is located east of the Dallas North Tollway, north of proposed G.A. Moore Parkway at the northwest corner of Collin County in Celina, Texas. It is also noted the subject has frontage on both sides of FM-455 as well as the west side of CR-58.

Land Area

The following table summarizes the subject's land area.

Land Area Summary

	SF	Acres
Parcel 9 Pod 1	5,753,405	132.08
Parcel 9 Pod 2	4,843,436	111.19
Parcel 9 Pod 3	5,600,945	128.58
Parcel 9 Pod 4	5,261,612	120.79
Parcel 10 Pod 6	5,445,000	125.00
Parcel 10 Pod 7	5,793,480	133.00
Parcel 11 Pod 5	7,065,868	162.21
Parcel 12 Pod 1	8,189,280	188.00
Parcel 12 Pod 2	9,496,080	218.00
Parcel 12 Pod 3	7,927,920	182.00
Parcel 13 Pod1	4,415,677	101.37
Parcel 13 Pod 2	4,080,265	93.67
Parcel 13 Pod 3	4,058,485	93.17
Parcel 14 Pod 10	1,682,897	38.63
Total	119,084,938	2,733.81

Source: Engineering Report

Shape and Dimensions

The site is irregular in shape. Site utility based on shape and dimensions is average.

Topography

The site is hilly. The topography does not result in any particular development limitations.

Drainage

No particular drainage problems were observed or disclosed at the time of field inspection. This appraisal assumes that surface water collection, both on-site and in public streets adjacent to the subject, is adequate.

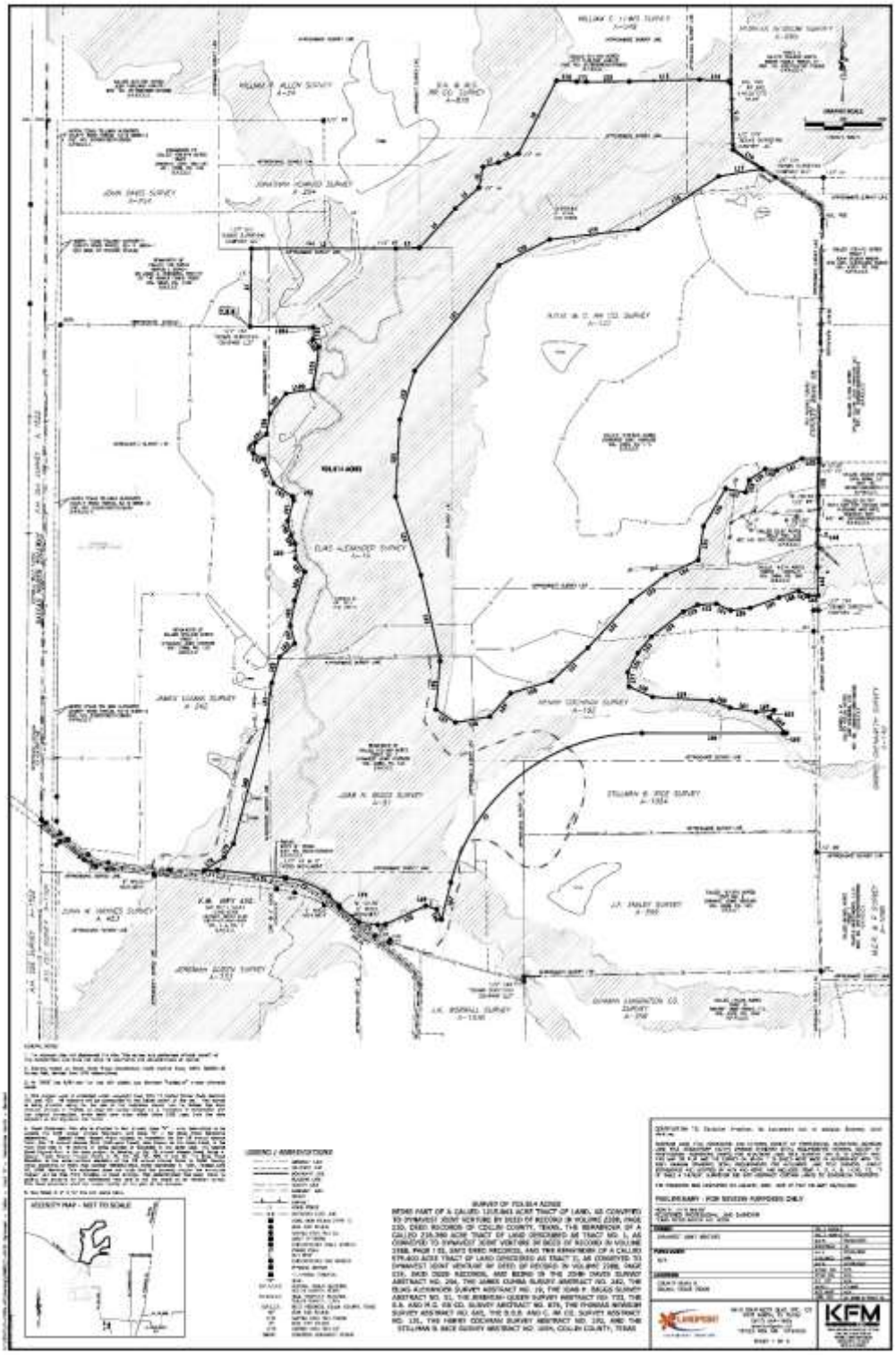
Flood Hazard Status

The following table indicates applicable flood hazard information for the subject property, as determined by review of available flood maps obtained from the Federal Emergency Management Agency (FEMA).

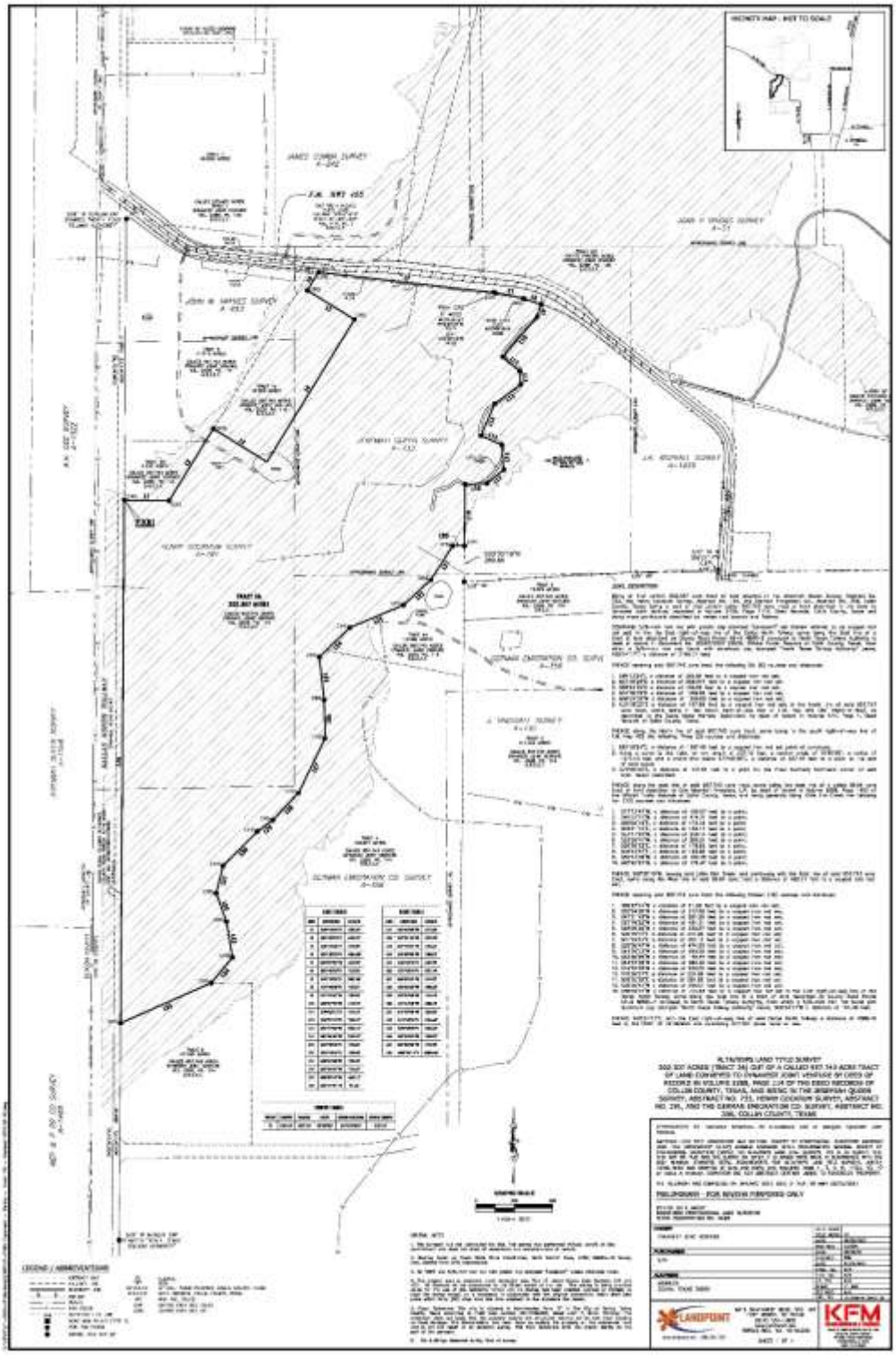
Flood Hazard Status	
Community Panel Number	48121C0270G
Date	April 18, 2011
Zone	AE
Description	Within 100-year floodplain
Insurance Required?	Yes

Although a significant portion of the overall site is located within the 100-year floodplain, this area is planned for golf course development as part of the master plan for the overall Legacy Hills community. In addition, 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 five acres are expected to include commercial development. Approximately 16 additional acres of reclaimed land will be used for a waste-water treatment plant and approximately one acre will be dedicated to the Celina Independent School District school. A hydrologic study is currently being performed with respect to such reclamation efforts. As such, this area has been valued as excess land.

Flood Survey – North of FM-455



Flood Survey – South of FM-455



Environmental Hazards

An environmental assessment report was not provided for review, and during the inspection, no obvious signs of contamination on or near the subject were observed. However, environmental issues are beyond the scope of expertise of the assignment participants. It is assumed the property is not adversely affected by environmental hazards.

Ground Stability

A soils report was not provided for review. Based on the inspection of the subject and observation of development on nearby sites, there are no apparent ground stability problems. However, soils analyses are beyond the scope of expertise of the assignment participants. It is assumed the subject's soil bearing capacity is sufficient to support a variety of uses, including those permitted by zoning.

Streets, Access and Frontage

The overall development has access from The Dallas North Tollway (under construction) along the western boundary, FM-455 (existing) which bisects the site, and CR-58 (existing) along the eastern boundary. In addition, Legacy Drive, Celina Parkway and G.W. Moore are proposed to provide additional access to the site upon their conclusion.

Utilities

Utilities available to the subject are summarized below.

Utilities

Service	Provider
Water	City of Celina
Sewer	City of Celina

The site does not currently have direct access to public utilities. However, as part of the proposed development, water and sewer are to be extended and provided within the next 24 months.

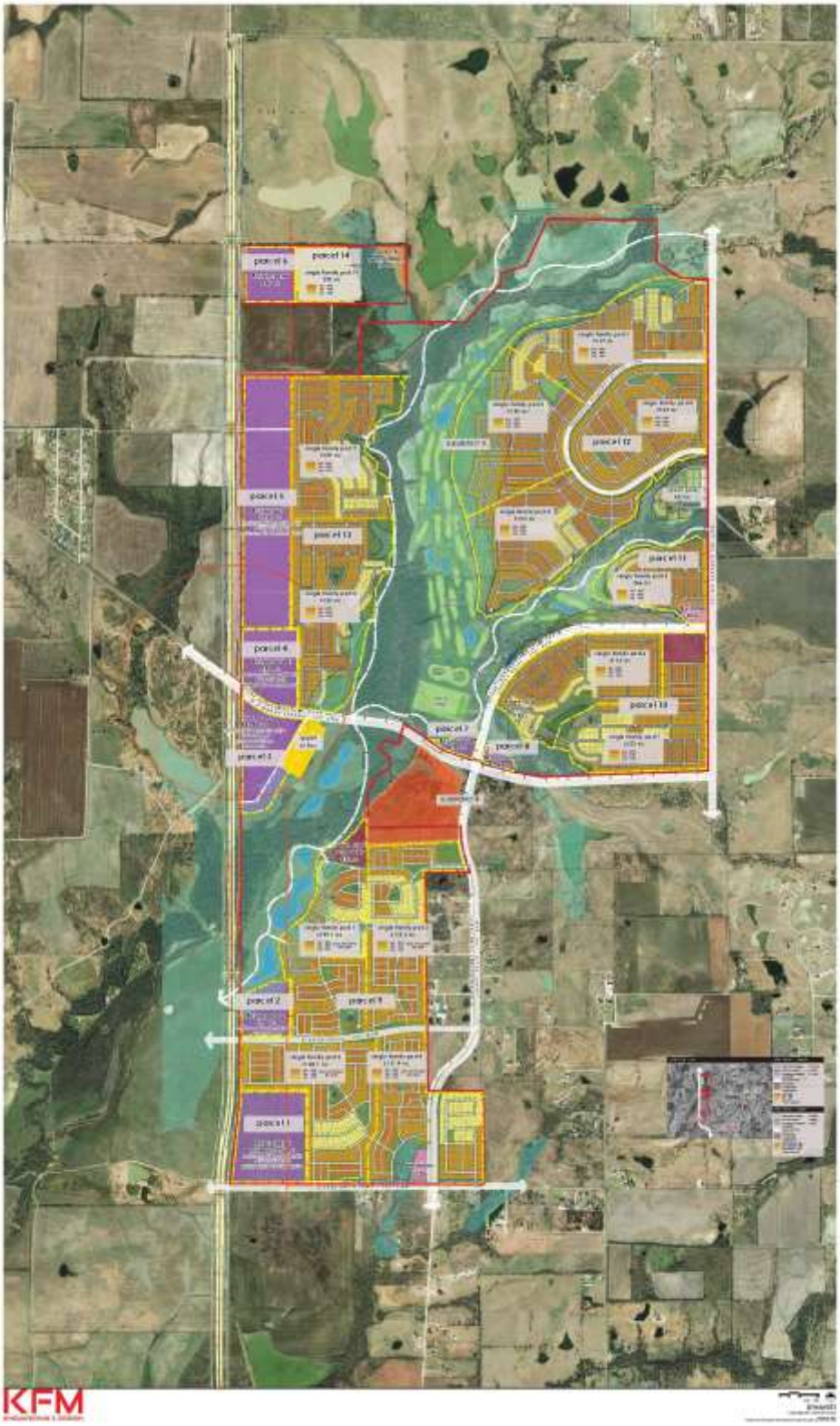
Zoning

The subject is governed under the guidelines of a Planned Development District allowing for mixed use including single-family use by the city of Celina, Texas. The following table summarizes the applicable zoning requirements affecting the subject.

Zoning Summary

Zoning Jurisdiction	City of Celina, Texas
Zoning Designation	PD
Description	Planned Development (Mixed-Use)
Legally Conforming?	N/A
Zoning Change Likely?	No
Permitted Uses	Mixed-Use per approved concept (including single-family)

Zoning Site Plan



According to the local planning department, there are no pending or prospective zoning changes.

Interpretation of zoning ordinances is beyond the scope of expertise of the assignment participants. An appropriately qualified land use attorney should be engaged if a determination of compliance is required.

Other Land Use Regulations

There are no other known land use regulations that would affect the property.

Easements, Encroachments and Restrictions

A current title report was not provided for review. There are no apparent easements, encroachments, or restrictions that would adversely affect value. This valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

Conclusion of Site Analysis

Overall, the physical characteristics and the availability of utilities result in a functional site, suitable for a variety of uses including those permitted by developer's agreement with Celina, TX which include single-family residential use. We are not aware of any other particular restrictions on development.

General Description of Proposed Development

The MMD is expected to contain approximately 3,210 acres and is located on the east side of the Dallas North Tollway, north of the proposed G.A. Moore Parkway in Celina, TX. The Legacy Hills development is planned to contain single-family residential development, multi-family development, commercial space, and a golf course. The area is planned for 6,955 single-family units of which a summary of the Parcels follows:

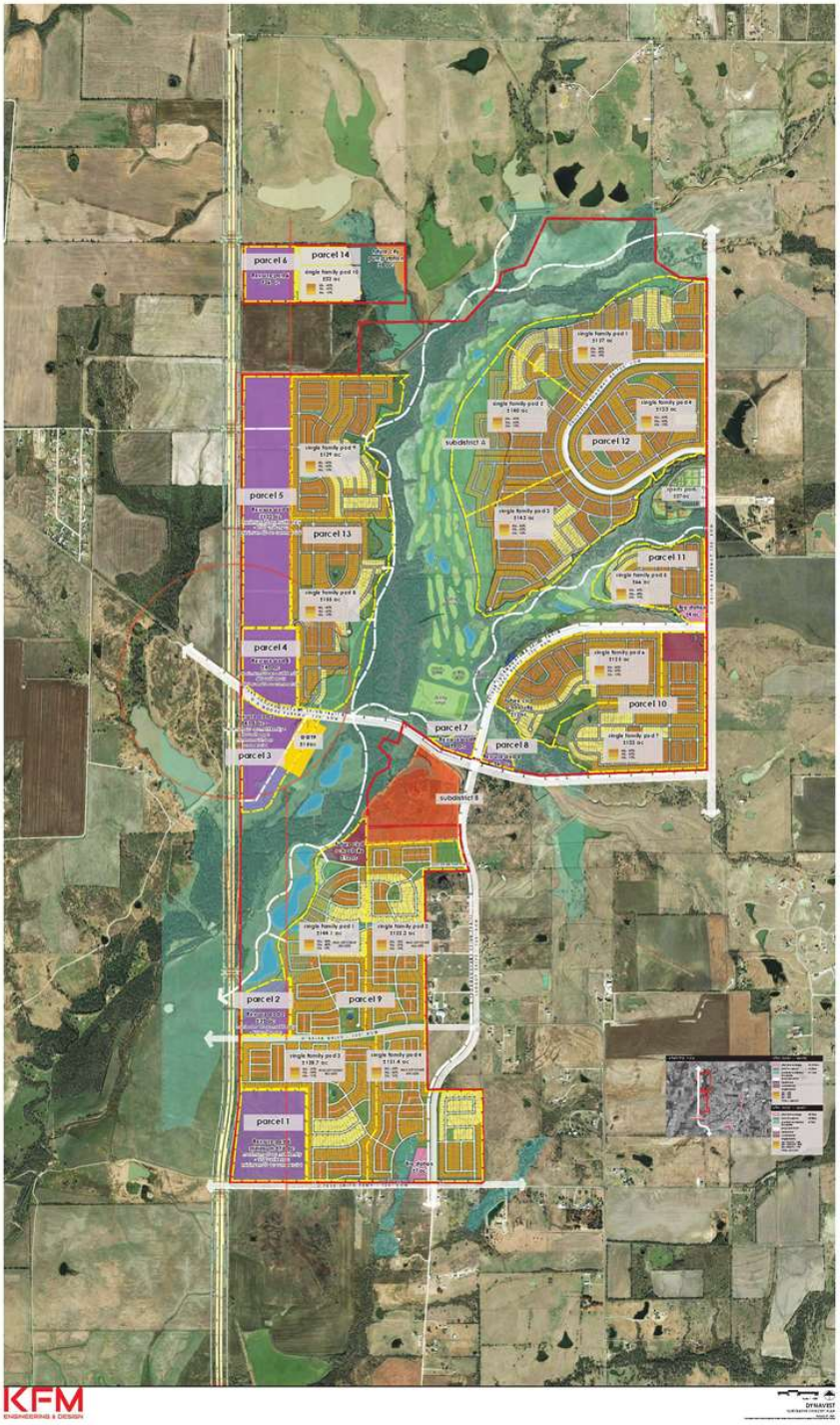
Land Parcels

Name	Acres	Units	Units Per Acre	Unit of Comparison
Parcel 9, Pod 1	132.08	490	4	Paper Lots
Parcel 9, Pod 2	111.19	438	4	Paper Lots
Parcel 9, Pod 3	128.58	583	5	Paper Lots
Parcel 9, Pod 4	120.79	460	4	Paper Lots
Parcel 10, Pod 6	125.00	537	4	Paper Lots
Parcel 10, Pod 7	133.00	508	4	Paper Lots
Parcel 11, Pod 5	62.21	278	4	Paper Lots
Parcel 12, Pod 1	188.00	685	4	Paper Lots
Parcel 12, Pod 2	218.00	763	4	Paper Lots
Parcel 12, Pod 3	182.00	805	4	Paper Lots
Parcel 13, Pod 1	101.37	421	4	Paper Lots
Parcel 13, Pod 2	93.67	399	4	Paper Lots
Parcel 13, Pod 3	93.17	396	4	Paper Lots
Parcel 14, Pod 10	38.63	192	5	Paper Lots
Excess/Flood Land	906.12	-	-	Acres

Upon completion of development, North Celina MMD will have four major access points. A principal arterial (G.A. Moore Parkway) will be constructed eastward from the Dallas North Tollway through another portion of Legacy Hills. Overall, these roadways open up the development potential for the five parcels to be valued herein.

Initial development will consist of both private and public funds to provide roadways to all of the parcels as well as the individual residential lots within these parcels, water service, wastewater service, drainage, and pressure irrigation.

Master Plan

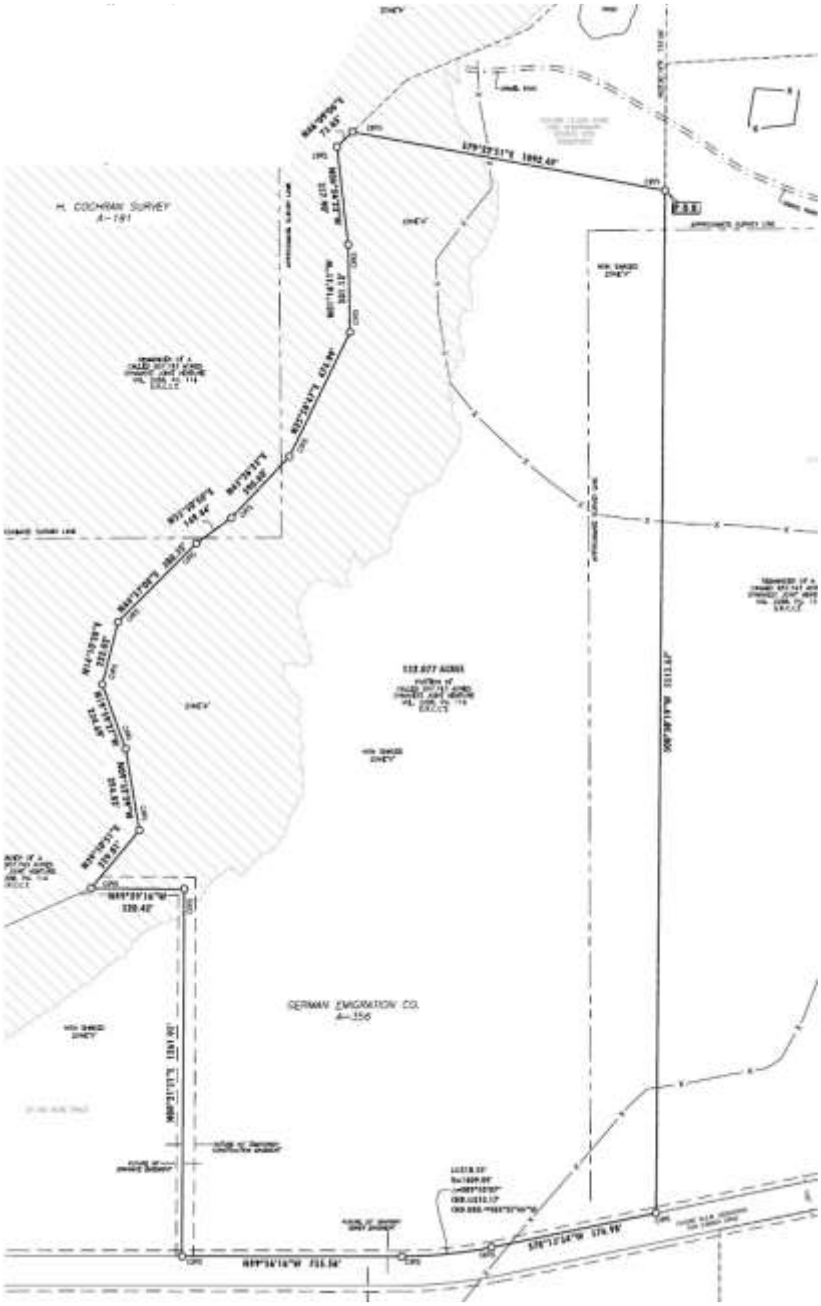

parcel 6
parcel 14
parcel 12
parcel 5
parcel 13
parcel 11
parcel 4
parcel 10
parcel 7
parcel 8
parcel 3
parcel 2
parcel 9
parcel 1
KFM

Detailed Description of Legacy Hills

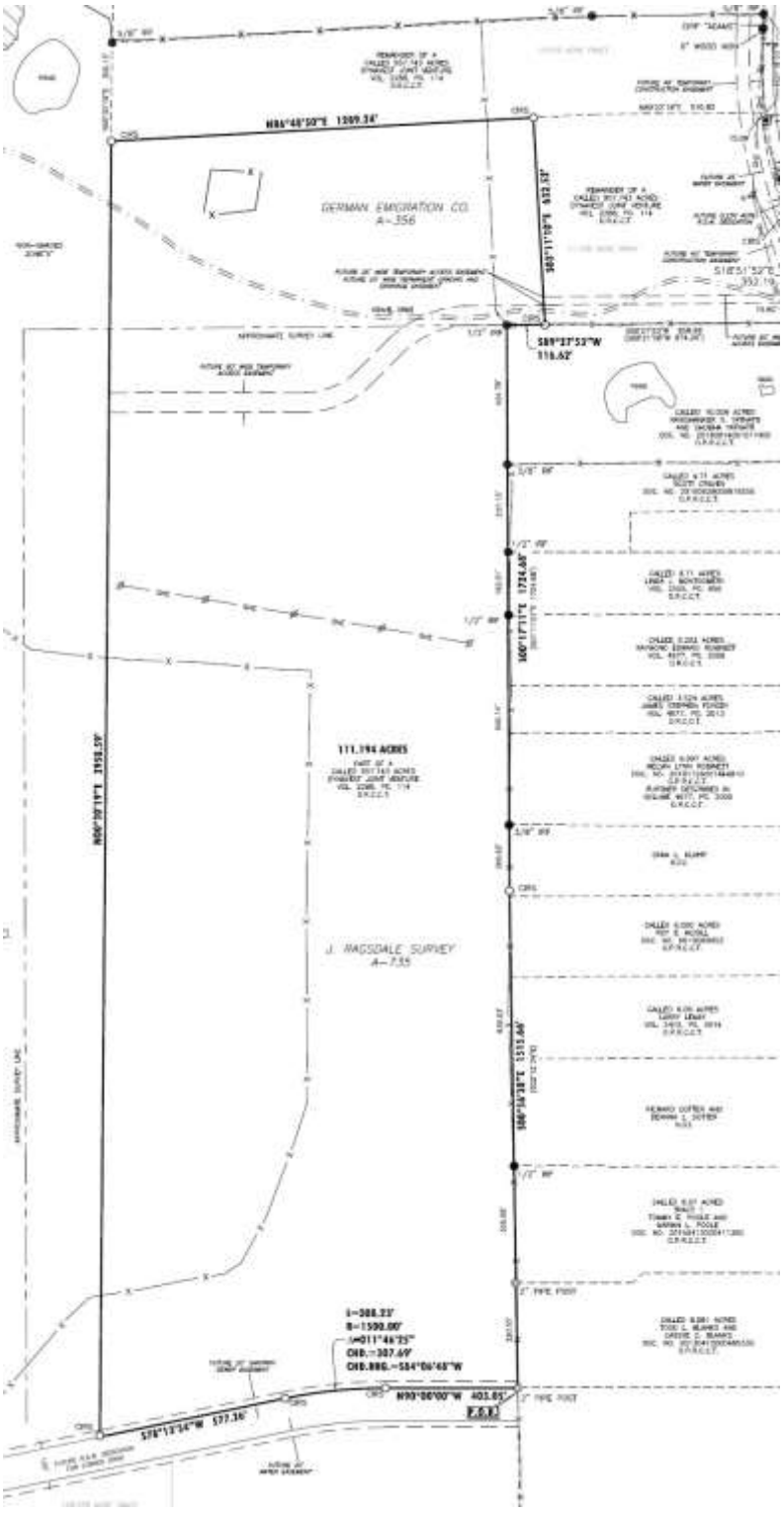
Parcel 9

This parcel is located in the northwestern quadrant of Fred Smith parkway and Legacy Drive. This parcel is broken into four different pods that are 132.08 acres (Pod 1), 111.19 acres (Pod 2), 128.58 (Pod 3) and 120.79 (Pod 4) acres that will be developed with 1,971 lots.

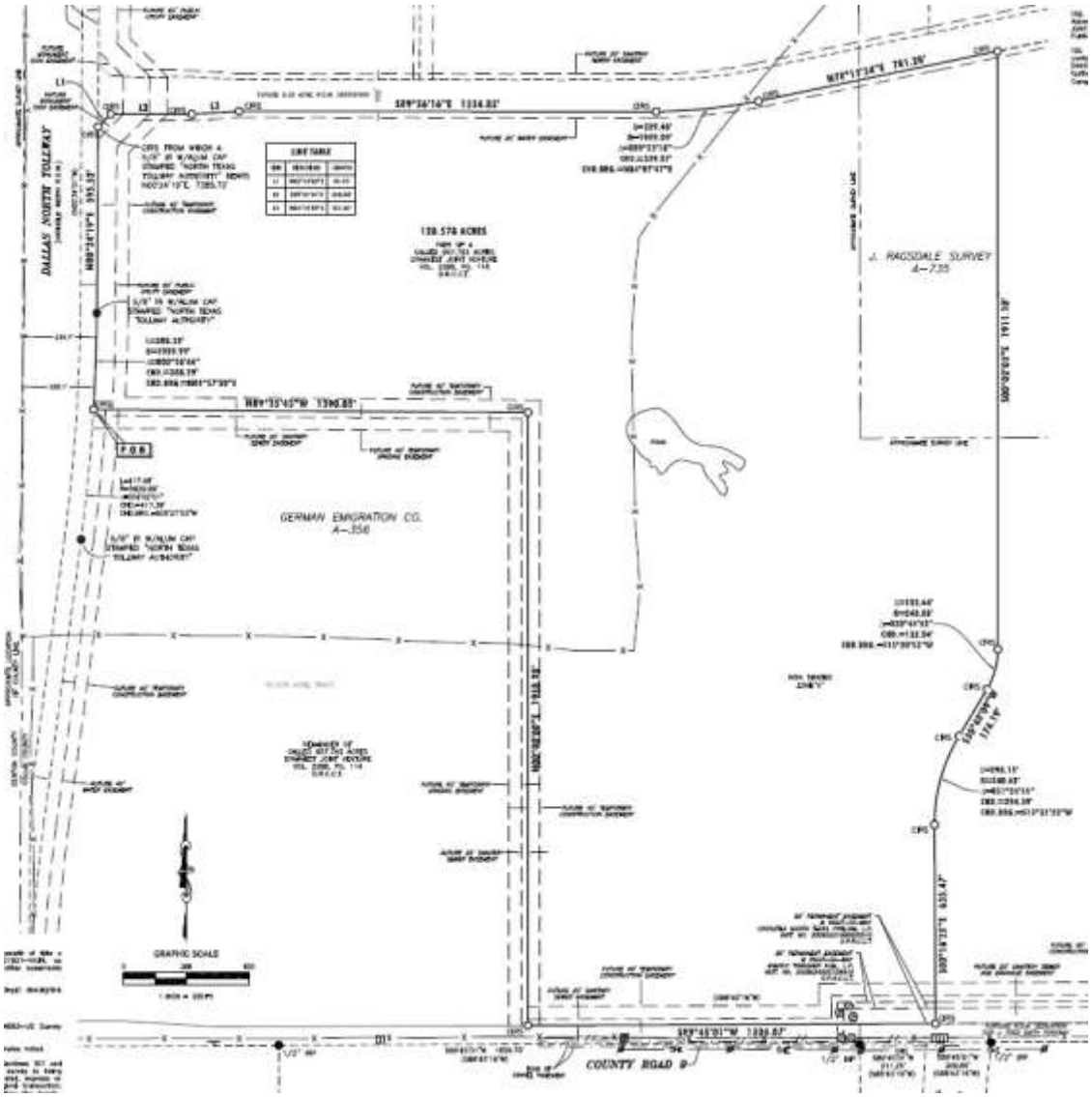
Pod 1 (490 lots)



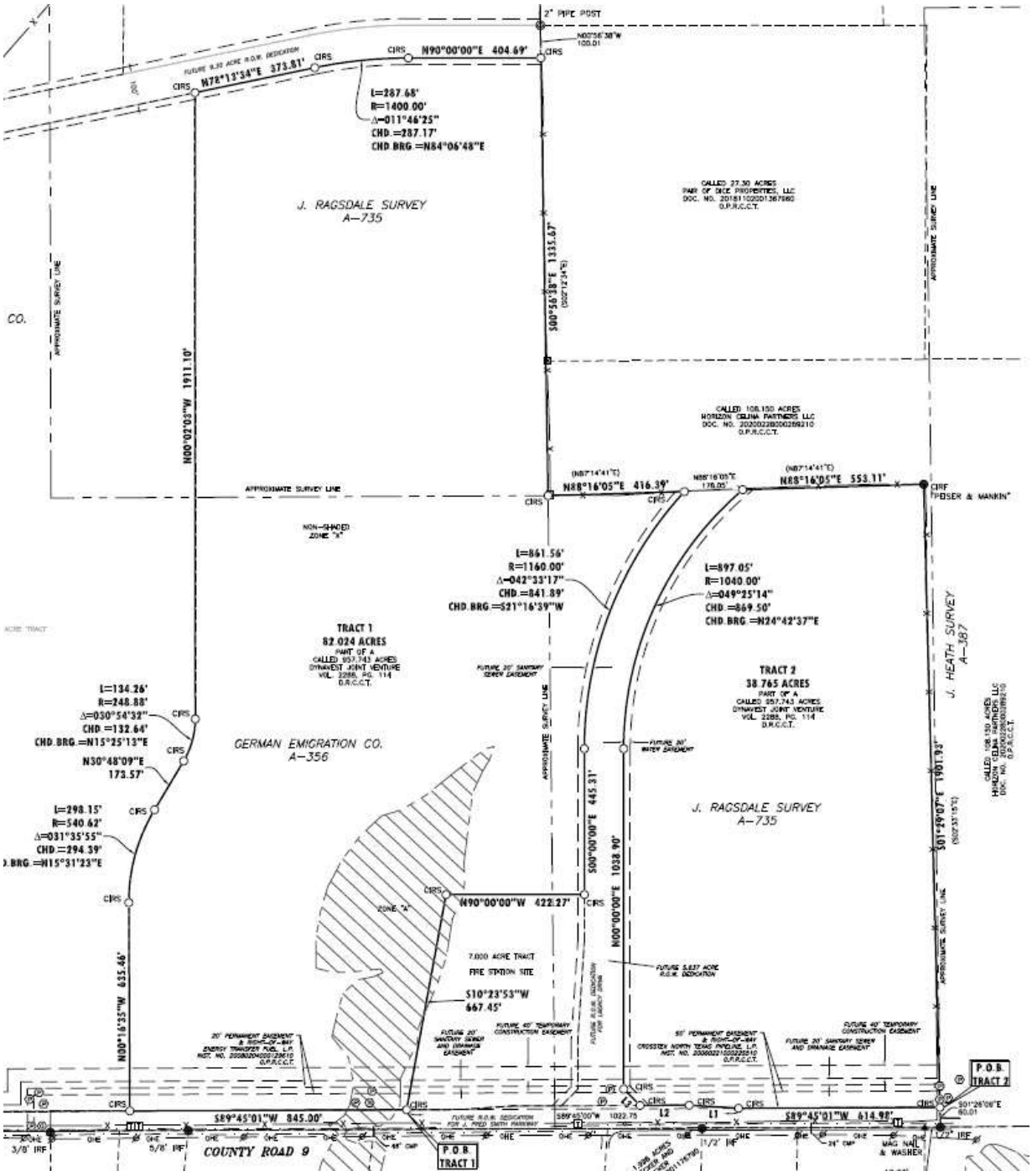
Pod 2 (438 lots)

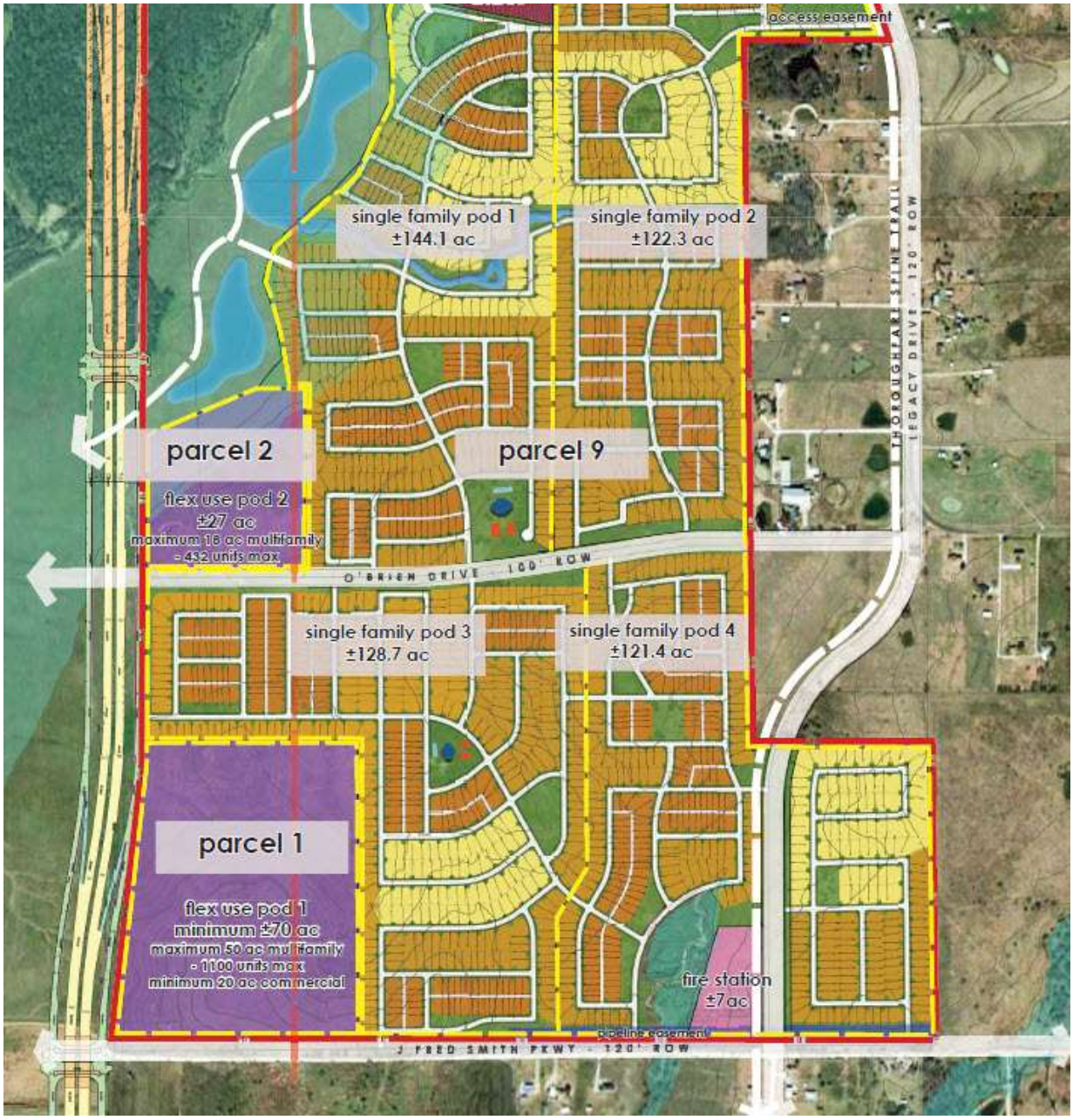


Pod 3 (583 lots)



Pod 4 (460 lots)

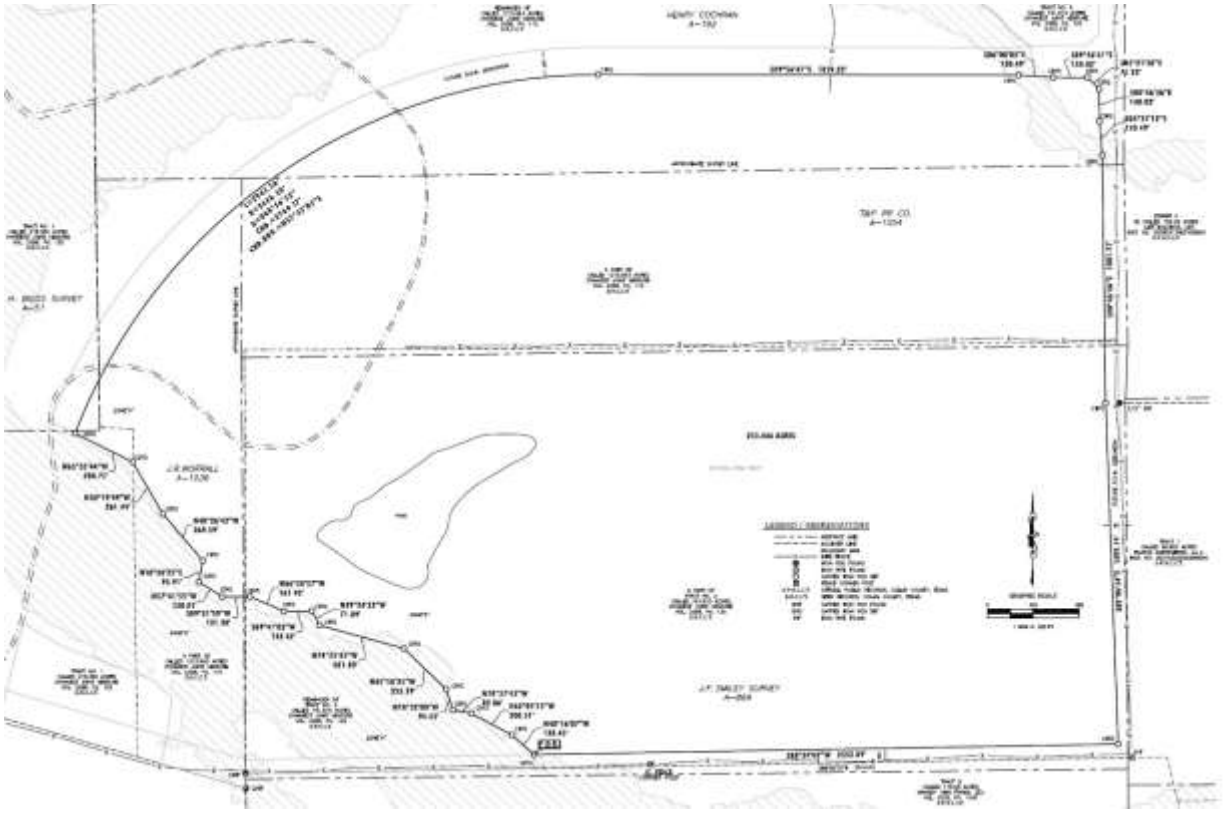


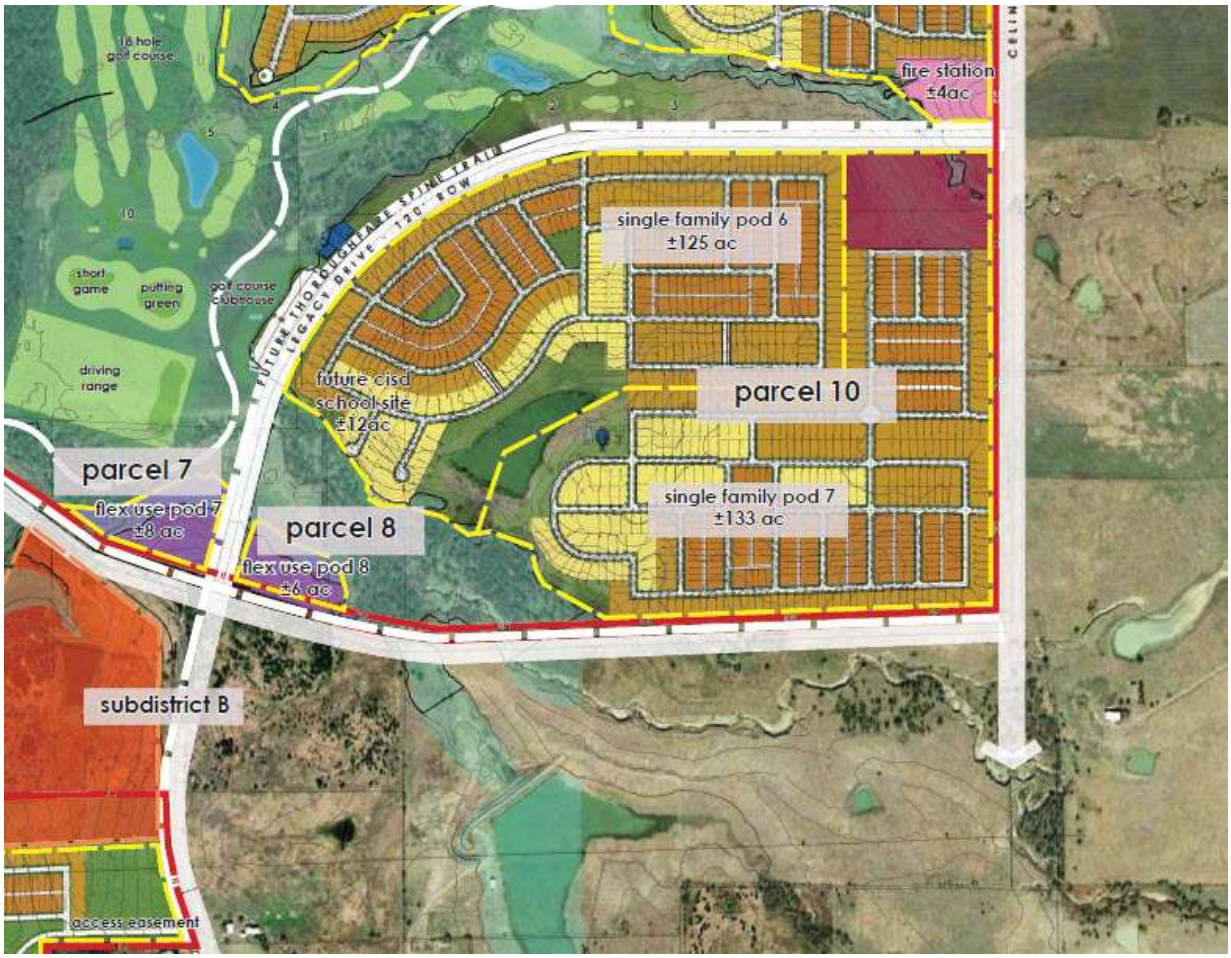

access easement
single family pod 1
±144.1 ac
single family pod 2
±122.3 ac
parcel 2
parcel 9
flex use pod 2
±27 ac
maximum 18 ac multifamily
- 432 units max
O'BRIEN DRIVE - 100' ROW
single family pod 3
±128.7 ac
single family pod 4
±121.4 ac
parcel 1
flex use pod 1
minimum ±70 ac
maximum 50 ac multifamily
- 1100 units max
minimum 20 ac commercial
fire station
±7 ac
pipeline easement
J FRED SMITH PKWY - 120' ROW
LEGACY DRIVE - 120' ROW
THOROUGHFARE SPINE TRAIL

Parcel 10

This parcel is located in the northwestern corner of G.A. Moore Parkway and Celina Parkway. This parcel is broken into two different pods that are 125 (Pod 6) and 133 (Pod 7) acres that will be developed with 1,045 lots.

Pod 6 and 7 (1,045 lots)

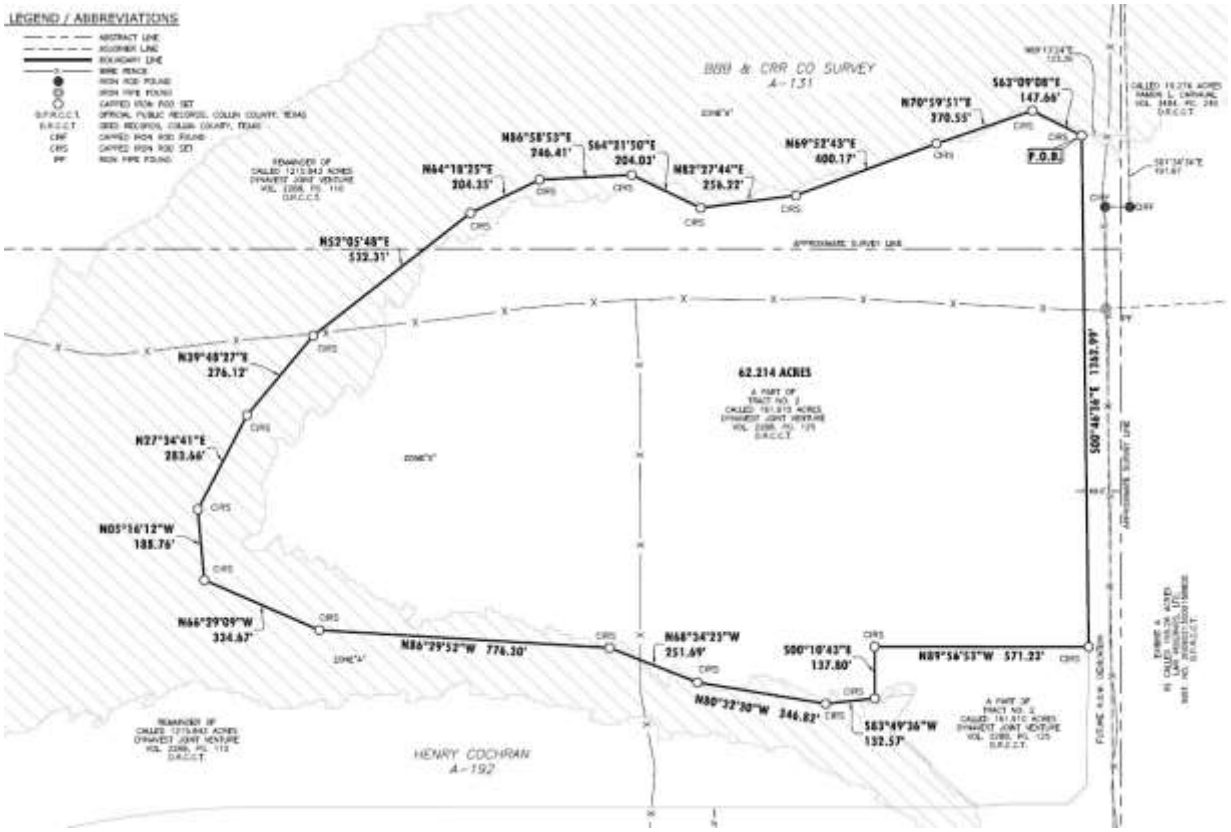


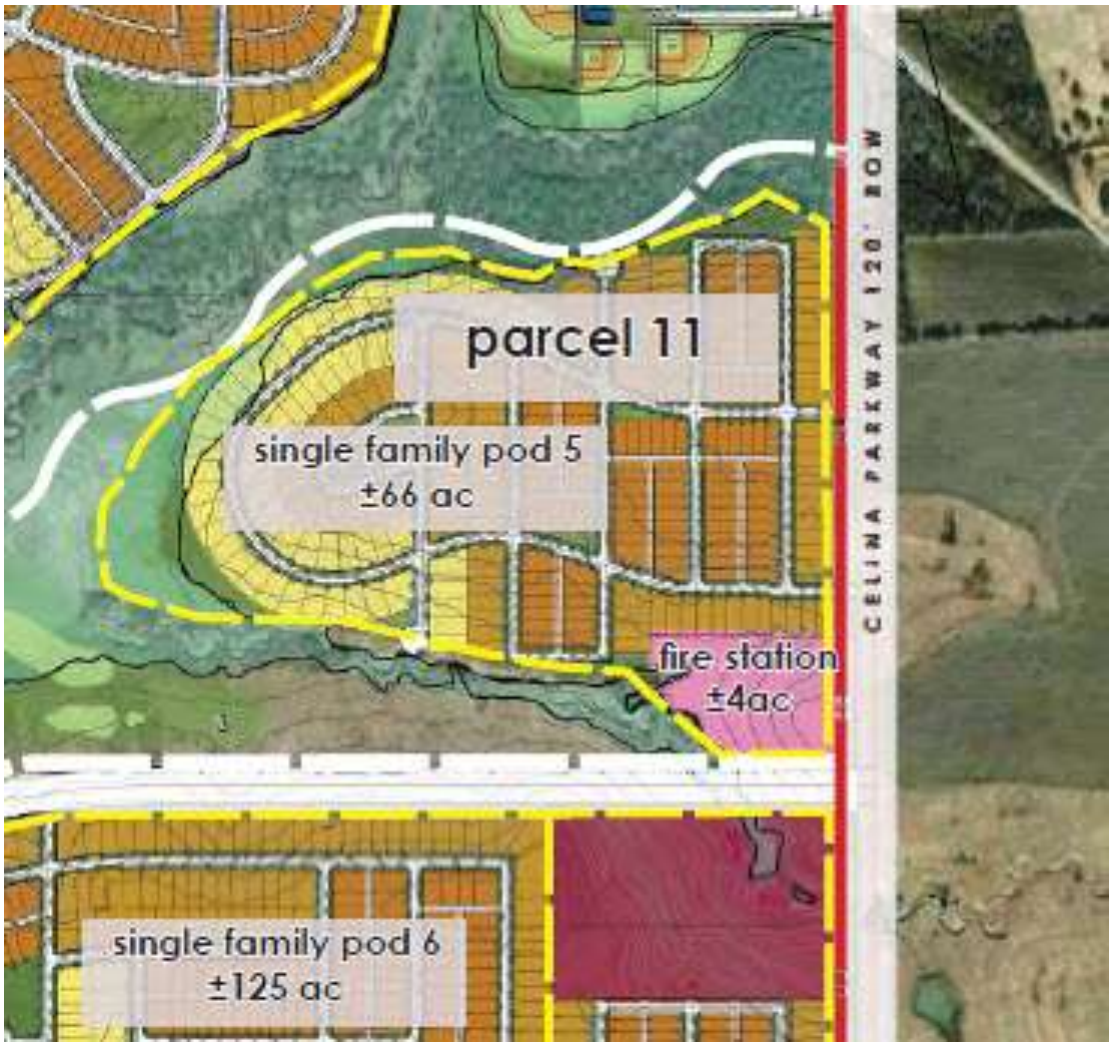

18 hole golf course
fire station ±4ac
single family pod 6 ±125 ac
short game
putting green
golf course clubhouse
driving range
future cisd school site ±12ac
parcel 10
parcel 7
flex use pod 7 ±8 ac
parcel 8
single family pod 7 ±133 ac
flex use pod 8 ±6 ac
subdistrict B
access easement

Parcel 11

This parcel is located at the northwest corner of Celina Parkway and Legacy Drive. This parcel is 62.21 acres that will be developed with 278 lots.

Pod 5 (278 lots)

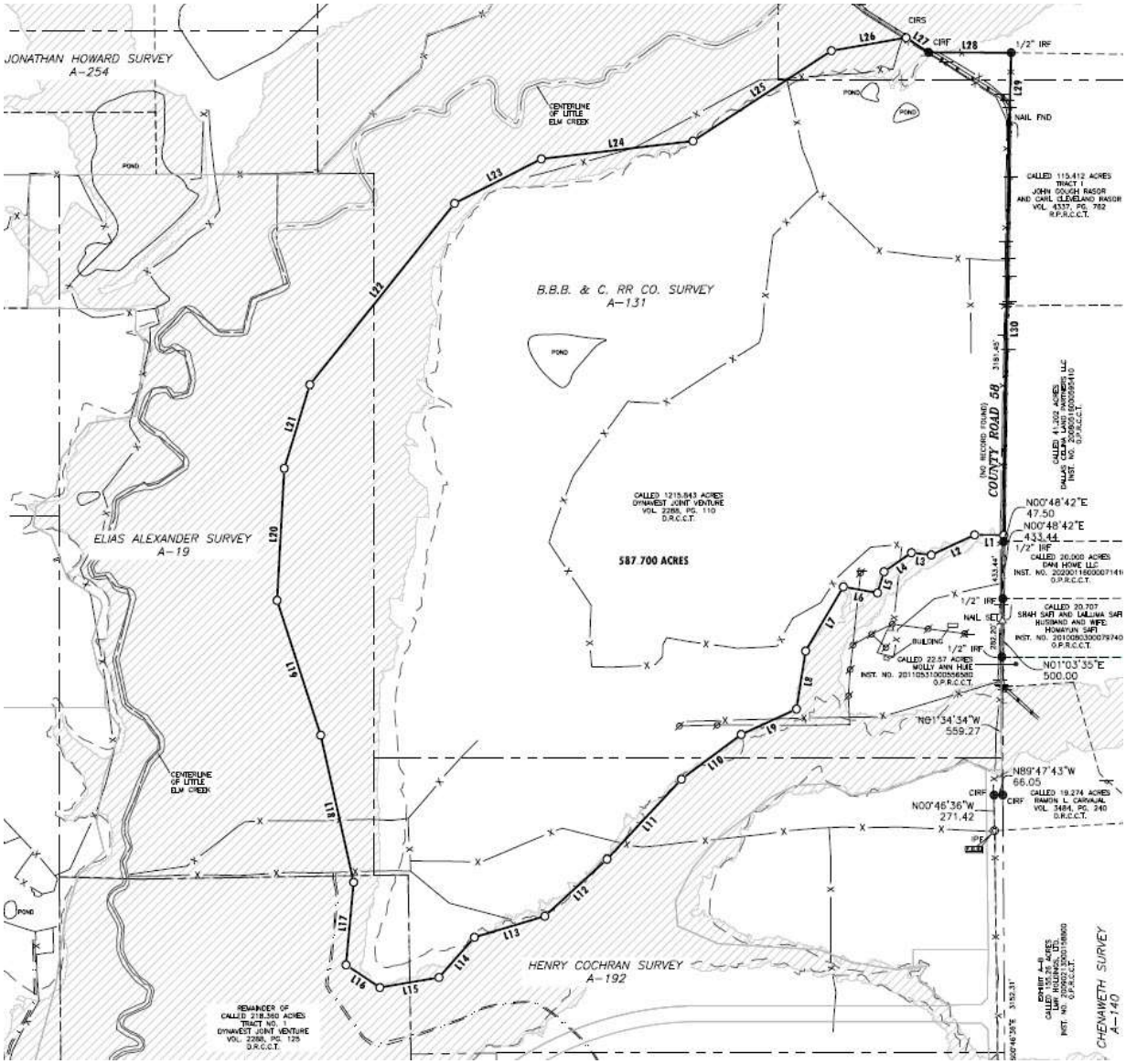



parcel 11
single family pod 5
±66 ac
fire station
±4ac
single family pod 6
±125 ac
CELINA PARKWAY 120' ROW

Parcel 12

This parcel is located on the west side of Celina Parkway, north of Legacy Drive. This parcel is broken into three different pods that are 188 acres (Pod 1), 218 (Pod 2) and 182 (Pod 3) acres that will be developed with 2,253 lots.

Pod 1, 2 and 3 (2,253 lots)

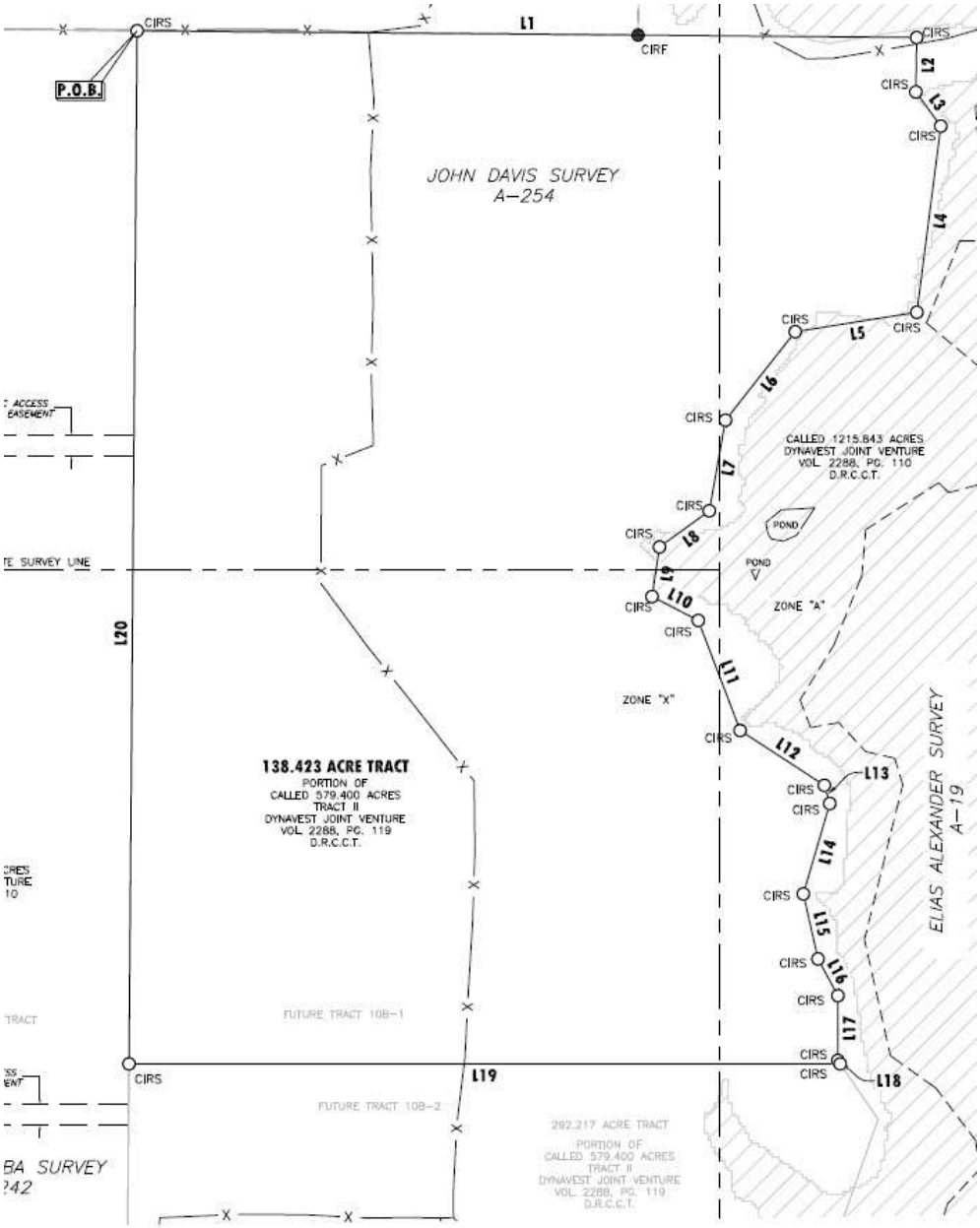


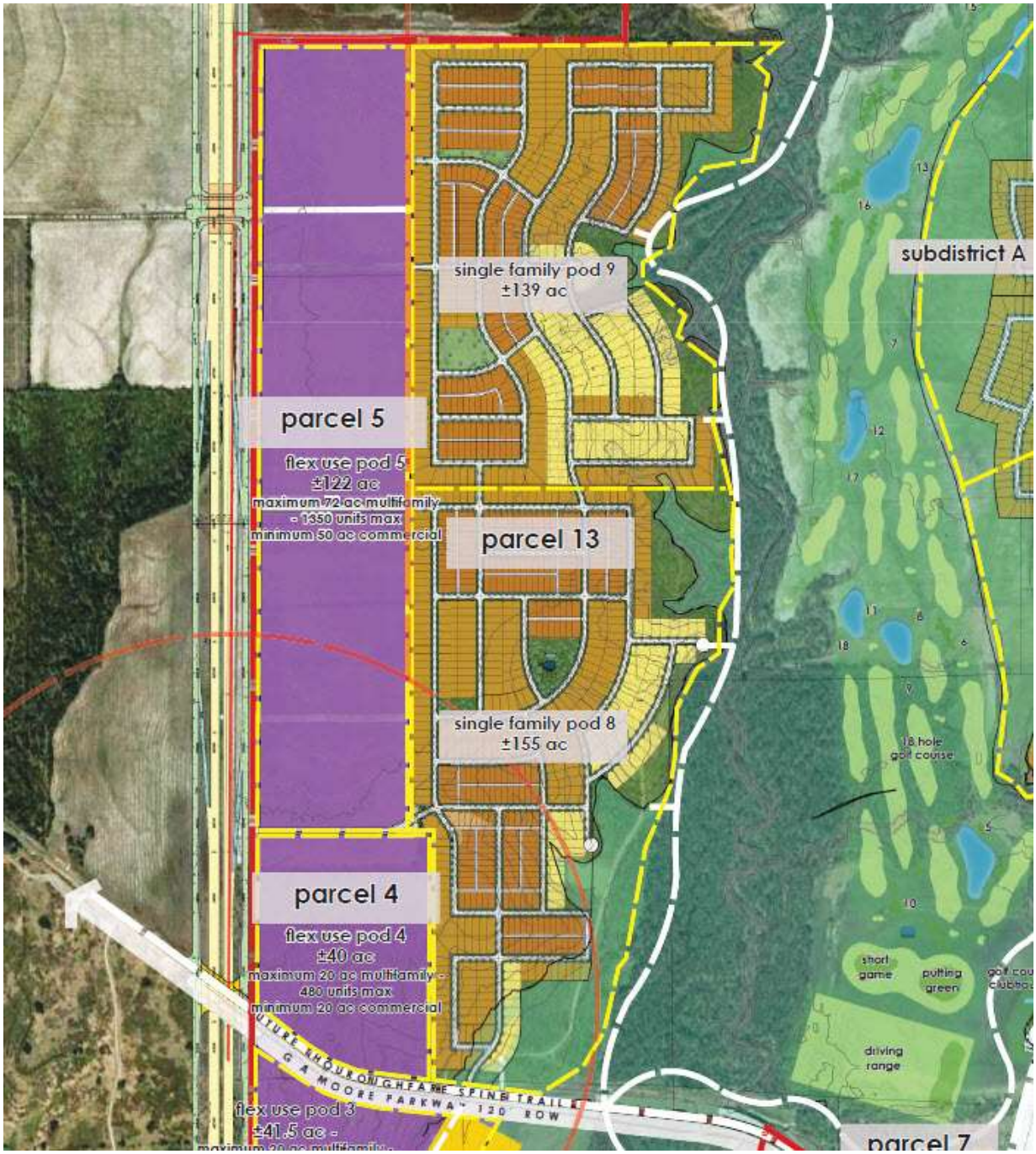

188ac
218ac
182ac
CELINA PARKWAY 120' ROW

Parcel 13

This parcel is located on the north side of G.A. Moore Parkway, east of the Dallas North Tollway. This parcel is broken into three different pods that are 101.37 acres (Pod 1), 93.67 (Pod 2) and 93.17 (Pod 3) acres that will be developed with 1,216 lots.

Pod 1, 2 and 3 (1,216 lots)




single family pod 9
±139 ac
subdistrict A
parcel 5
flex use pod 5
±122 ac
maximum 72 ac multifamily
- 1350 units max
minimum 50 ac commercial
parcel 13
single family pod 8
±155 ac
18 hole
golf course
parcel 4
flex use pod 4
±40 ac
maximum 20 ac multifamily -
480 units max
minimum 20 ac commercial
short
game
putting
green
driving
range
flex use pod 3
±41.5 ac -
parcel 7

Parcel 14

This parcel is located east of the Dallas North Tollway, north of G.A Moore Parkway. This parcel is 38.634 acres that will be developed with 192 lots.

Pod 10 (192 lots)




parcel 6
flex use pod 6
±26 ac
parcel 14
single family pod 10
±33 ac
future city
pump station
±8 ac

Description of the Authorized Improvements

The Major Improvements benefit a majority of the District. The costs of the Major Improvements are allocated proportionally throughout the entire District, excluding Non-Benefitted Property, in a manner that anticipates planned development of the District based on the Equivalent Units as calculated and shown in Appendix F using the planned lot types, anticipated number of lots and estimated average home values.

Major Improvements - Road Improvements

The roadway improvement portion of the Major Improvements consists of the construction of entrance road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Major Improvements Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Major Improvements - Utility Improvements

Water Improvements

The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Major Improvements Assessed Property. The water improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Major Improvements Assessed Property. The sanitary sewer improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Major Improvements Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Major Improvements consist of right of way acquisition and district formation costs.

Table III-A
Estimated Major Improvement Costs

Authorized Improvements	Total Major Improvement Costs[1]
Roadway improvements	$26,606,558
Water improvements	$9,417,212
Sanitary sewer improvements	$12,854,641
Storm drainage improvements	$4,695,275
Other soft and miscellaneous costs:	
Right of way acquisition	$5,000,000
District formation costs	$3,050,000
Total Authorized Improvements	**$61,623,686**

1 - The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items.

Service Plan

The PID Act requires the Service Plan (i) cover a period of at least five years, and (ii) define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. It is anticipated that it will take approximately eighteen to twenty-four months to complete all of the Major Improvement and for the City to accept such improvements.

The Actual Costs for the Major Improvements plus costs related to the issuance of the Major Improvement Bonds, and payment of expenses incurred in the establishment, administration and operation of the District is $82,380,000 as shown in Table IV-A. The service plan shall be reviewed and updated each year for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll. Any update to this Service and Assessment Plan is herein referred as an "Annual Service and Assessment Plan Update."

Table IV-A summarizes the sources and uses of funds required to construct the Major Improvements and issue the Major Improvement Bonds. The sources and uses of funds shown in Table IV-A shall be updated each year in the Annual Service and Assessment Plan Update to reflect any budget revisions and Actual Costs.

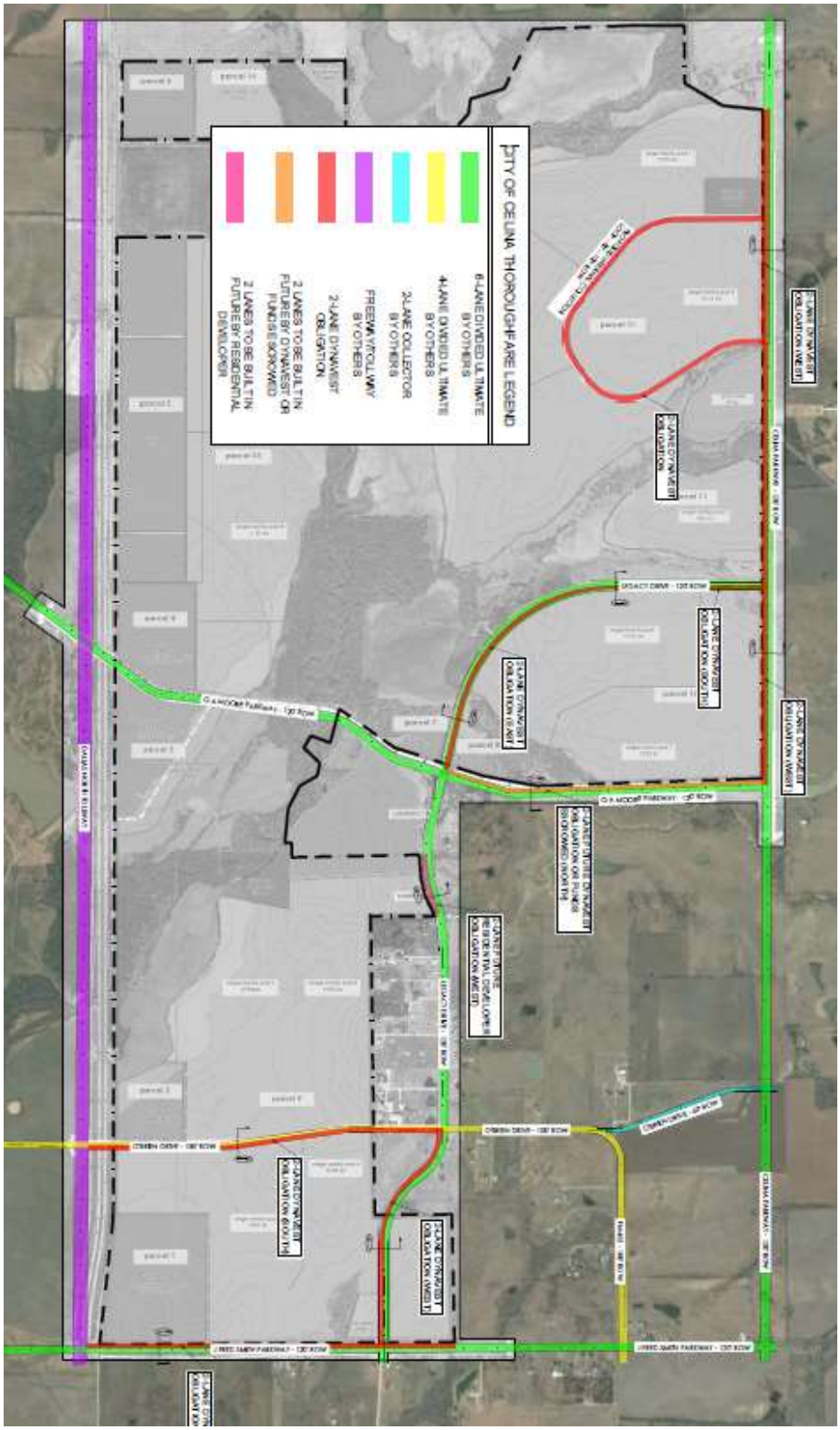
Table IV-A
Major Improvement Bonds
Estimated Sources and Uses of Funds

Sources of Funds	Major Improvement Bonds
Par amount	$82,380,000
Other funding sources	$0
Total Sources	**$82,380,000**
Uses of Funds	
Major Improvements:	
Road improvements	$26,606,558
Water improvements	$9,417,212
Sanitary sewer improvements	$12,854,641
Storm drainage improvements	$4,695,275
Right of way acquisition	$5,000,000
District formation costs	$3,050,000
Subtotal	*$61,623,686*
Bond Issuance Costs:	
Cost of issuance	$4,943,014
Capitalized interest	$8,238,000
Reserve fund	$5,747,700
Administrative Expense	$120,000
Underwriter's discount	$1,707,600
Subtotal	*$20,756,314*
Total Uses	**$82,380,000**

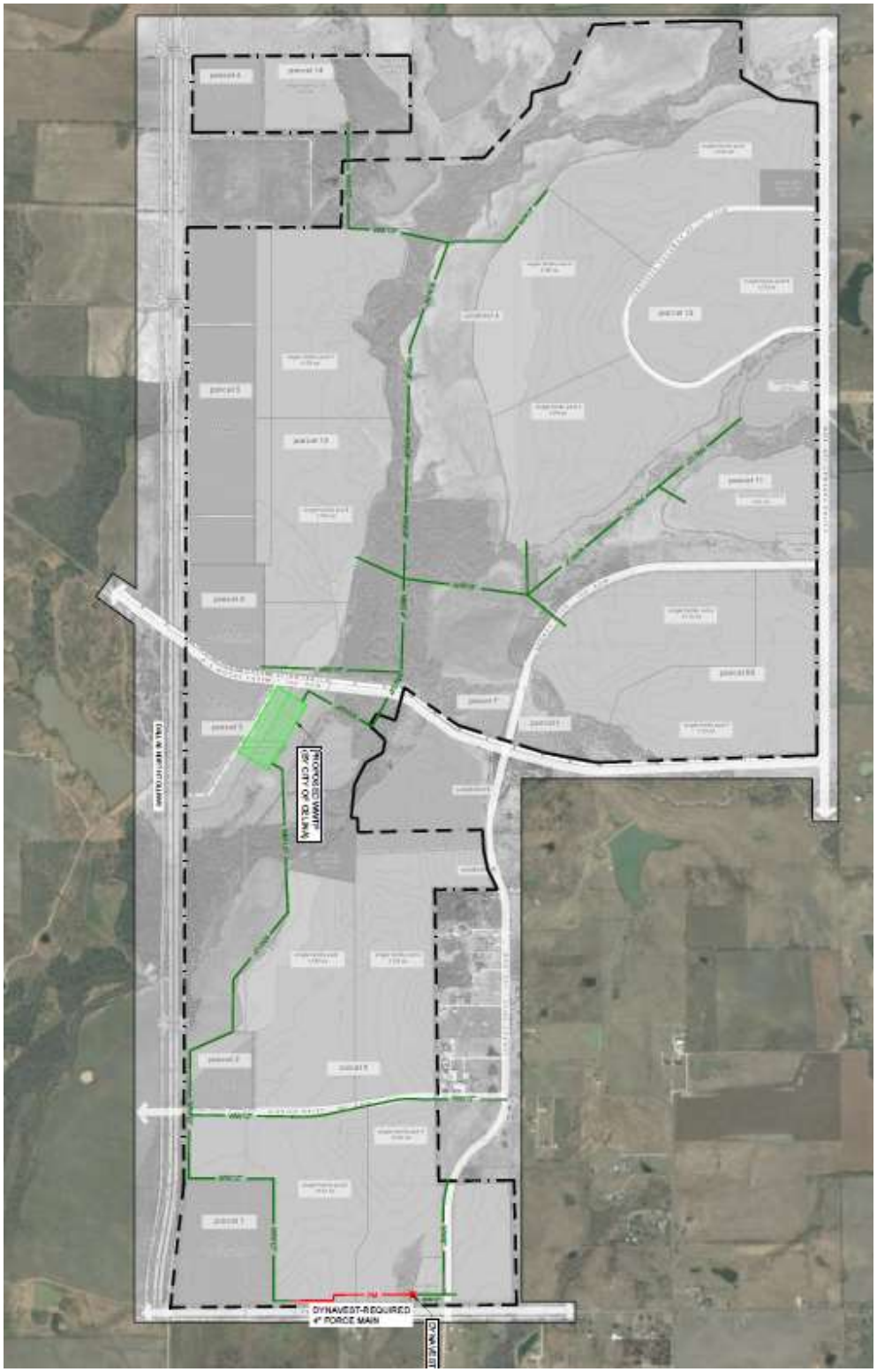
1 – See table III-A and Appendix B for details

The Major Improvement Bonds are being issued to finance and/ or reimburse the Developer for all or a portion of the Major Improvements and estimated costs to issue the Major Improvement Bonds, as shown in Table IV-A. The Developer will continue to be obligated to construct and pay all costs of the Major Improvements regardless of the amount available for reimbursement of such costs from proceeds of the Major Improvement Bonds.

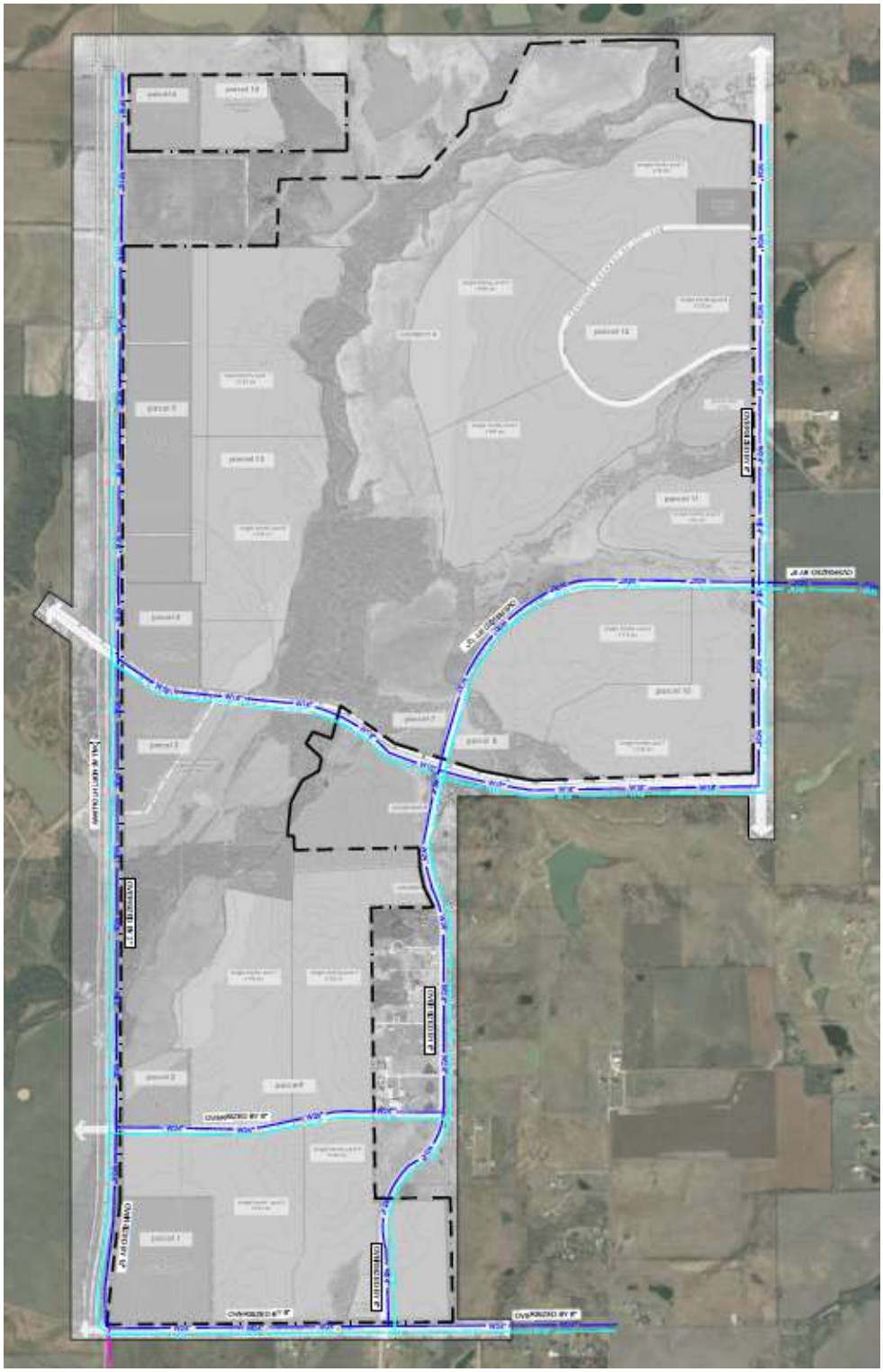
Roadway Public Infrastructure



Wastewater Public Infrastructure



Water Public Infrastructure



Real Estate Taxes

Real estate tax assessments are administered by the Collin County Appraisal District and are estimated by jurisdiction on a county basis for the subject. Real estate taxes in this state and this jurisdiction represent ad valorem taxes, meaning a tax applied in proportion to value. The real estate taxes for an individual property may be determined by dividing the assessed value (certified in October) for a property by $100, then multiplying the estimate by the composite rate. The composite rate is based on a consistent state tax rate throughout the state, in addition to one or more local taxing district rates. Real estate taxes and assessments for the current tax year are shown in the following table.

Taxes and Assessments - 2021

		Assessed Value				Taxes and Assessments		
Tax ID	Total Acres	Land	Improvements	Total	Tax Rate	Ad Valorem Taxes	Agricultural Exemptions	Total
989336	146.0800	$2,629,440	$0	$2,629,440	2.381953%	$62,632	$18,322	$436
990967	642.7930	$11,570,274	$0	$11,570,274	2.381953%	$275,598	$80,620	$1,920
993045	109.2500	$1,966,500	$0	$1,966,500	2.381953%	$46,841	$14,492	$345
993054	217.5400	$3,915,720	$0	$3,915,720	2.381953%	$93,271	$27,283	$650
2575347	309.7300	$5,575,140	$0	$5,575,140	2.381953%	$132,797	$33,432	$796
984938	50.5024	$909,043	$0	$909,043	2.381953%	$21,653	$5,239	$125
984956	92.5217	$1,665,391	$0	$1,665,391	2.381953%	$39,669	$9,693	$231
1003835	516.0282	$9,288,508	$0	$9,288,508	2.381953%	$221,248	$64,135	$1,528
2121192	24.86	$447,480	$0	$447,480	2.381953%	$10,659	$3,325	$79
995178	1.71	$30,780	$0	$30,780	2.381953%	$733	$215	$5
985660	19.75	$355,500	$0	$355,500	2.381953%	$8,468	$2,477	$59
2575351	10.58	$190,440	$0	$190,440	2.381953%	$4,536	$1,100	$26
1010373	80.38	$1,446,840	$0	$1,446,840	2.381953%	$34,463	$9,291	$221
997201	161.91	$2,914,380	$0	$2,914,380	2.381953%	$69,419	$20,306	$484
997265	22.31	$401,580	$0	$401,580	2.381953%	$9,565	$2,403	$57
1014315	35	$630,000	$0	$630,000	2.381953%	$15,006	$4,389	$105
1014324	39.47	$710,460	$0	$710,460	2.381953%	$16,923	$4,950	$118
1014440	71.75	$1,291,500	$0	$1,291,500	2.381953%	$30,763	$9,024	$215
1156992	7.42	$133,560	$0	$133,560	2.381953%	$3,181	$772	$18
989345	206.7	$3,720,600	$0	$3,720,600	2.381953%	$88,623	$25,925	$618
989372	6.5	$117,000	$0	$117,000	2.381953%	$2,787	$700	$17
989372	160	$2,880,000	$0	$2,880,000	2.381953%	$68,600	$20,067	$478
1695945	0.8322	$14,980	$0	$14,980	2.381953%	$357	$139	$3
995089	37.974	$683,532	$0	$0	2.381953%	$0	$4,091	$97
1010391	175.67	$3,162,060	$0	$0	2.381953%	$0	$22,033	$525
1096708	5.78	$104,040	$0	$104,040	2.381953%	$2,478	$612	$15
Totals	3153.0415	$56,754,748	$0	$52,909,156		$1,260,271	$385,035	$9,171

The subject is currently assessed under 26 accounts as a total of 3,153.0415 acres with a total assessed value of $ 56,754,748 or $18,000/acre equating to a total tax of $1,260,271 ($400/acre). Based on the concluded market value of the subject, the assessed value appears low. However, this is typical of competing properties.

It is also important to note, however, that all of the subject's undeveloped land is presently taxed under an agricultural exemption which serves to limit the taxable value of the site to a total of $385,035 or a total tax of $9,171 with the agricultural exemption. As such, under development, the developer of the site may be liable for three years of back real estate taxes, plus interest annually. This is considered typical of properties located in growth corridors such as the subject. The impact of roll-back taxes due to the termination of the agricultural exemption is not reflected herein.

Texas is a non-disclosure State with a mandate to assess property at 100% of market value. Some Texas County Assessors are more successful at achieving the mandate than others. In Texas Counties with little or no transaction activity, values can lag the market. However, there is no limit on increases in the event of a re-assessment. Property owners in Texas may protest ad valorem assessments using one of two tests, 1) Market Value or 2) "Equal Appraisal". Market Value is self-explanatory. "Equal Appraisal" means there is a burden on the District's Assessor to ensure mass appraisal methods produce consistent results from property to property. To measure equality, the Appraisal Review Board will consider the assessed values of competing properties in the District. The process involves generation of "ratio study" in which, after appropriate adjustments, the "median value" is the conclusion of "Equal Appraisal".

Highest and Best Use

The highest and best use of a property is the reasonably probable use resulting in the highest value, and represents the use of an asset that maximizes its productivity.

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as though vacant, and as improved or proposed. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Though Vacant

First, the property is evaluated as though vacant, with no improvements.

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

Legally Permissible

The site is governed under the guidelines of a Planned Development District by the city of Celina, Texas. Permitted uses include mixed use development including residential and commercial use. There are no apparent legal restrictions, such as easements or deed restrictions, effectively limiting the use of the property. Given prevailing land use patterns in the area, only single-family residential development is given further consideration in determining highest and best use of the site, as though vacant.

Financially Feasible

Based on the accompanying analysis of the market, there is currently adequate demand for single-family residential development in the subject's area. It appears a newly developed single-family residential development on the site would have a value commensurate with its cost. Therefore, single-family residential development is considered to be financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than single-family residential development. Accordingly, single-family residential development, developed to the normal market density level permitted by zoning, is the maximally productive use of the property.

Conclusion

Development of the site for single-family residential development is the only use which meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as though vacant.

Most Probable Buyer

Taking into account the characteristics of the site, as well as area development trends, the probable buyer is a developer/builder.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Sales Comparison Approach

To develop an opinion of the subject's land value, as though vacant and available to be developed to its highest and best use, the sales comparison approach is used. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

As discussed previously we are valuing 14 different pods within 5 different parcels within Legacy Hills, as well as the Flood Area. The property is divided for valuation purposes as follows:

Land Parcels

Name	Acres	Units	Units Per Acre	Unit of Comparison
Parcel 9, Pod 1	132.08	490	4	Paper Lots
Parcel 9, Pod 2	111.19	438	4	Paper Lots
Parcel 9, Pod 3	128.58	583	5	Paper Lots
Parcel 9, Pod 4	120.79	460	4	Paper Lots
Parcel 10, Pod 6	125.00	537	4	Paper Lots
Parcel 10, Pod 7	133.00	508	4	Paper Lots
Parcel 11, Pod 5	62.21	278	4	Paper Lots
Parcel 12, Pod 1	188.00	685	4	Paper Lots
Parcel 12, Pod 2	218.00	763	4	Paper Lots
Parcel 12, Pod 3	182.00	805	4	Paper Lots
Parcel 13, Pod 1	101.37	421	4	Paper Lots
Parcel 13, Pod 2	93.67	399	4	Paper Lots
Parcel 13, Pod 3	93.17	396	4	Paper Lots
Parcel 14, Pod 10	38.63	192	5	Paper Lots
Excess/Flood Land	906.12	-	-	Acres

Parcel 9, Pod 1 (132.08 Acres)

To apply the sales comparison approach to Parcel 9, Pod 1, the research focused on transactions within the following parameters:

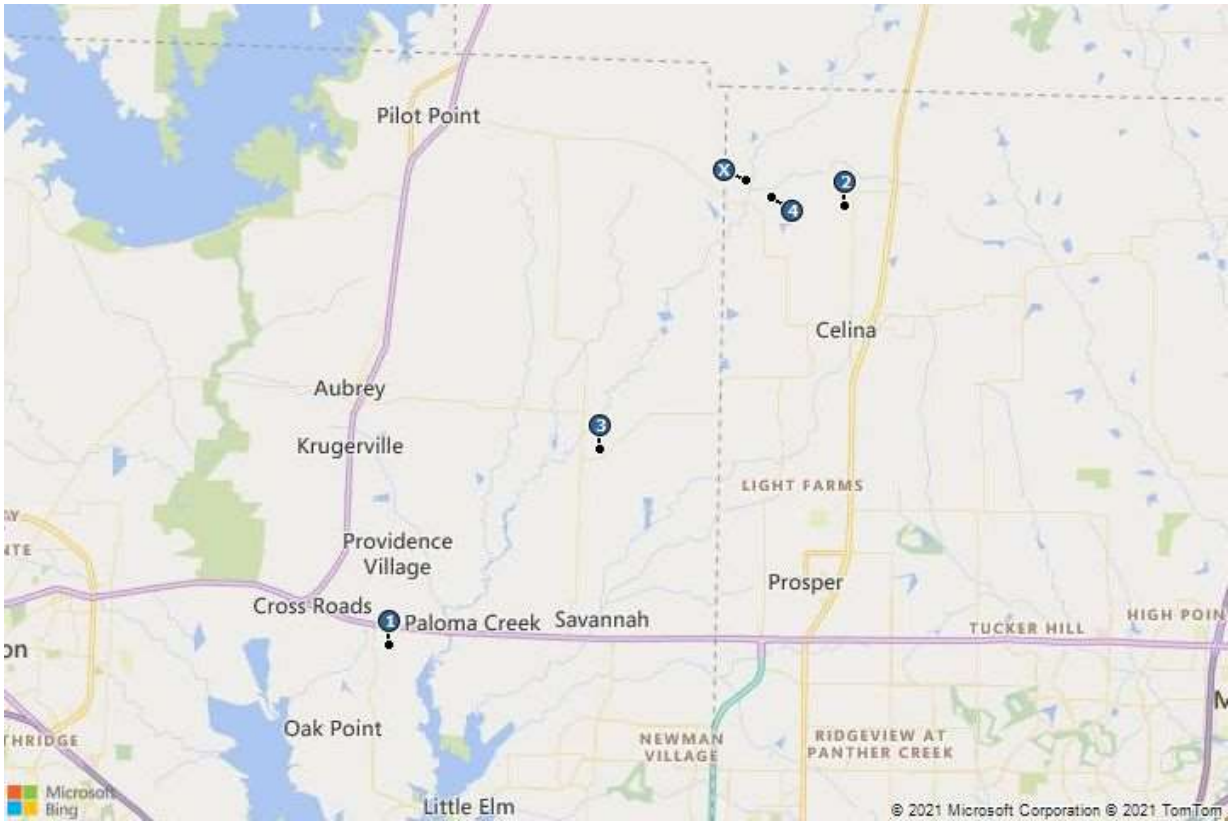
- Location: General Market Area
- Size: 100 Acres and Greater
- Use: Residential Development
- Transaction Date: January 2020 to Present

For this analysis, price per paper lot is used as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table:

Summary of Comparable Land Sales - Parcel 9, Pod 1

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Paper Lots; Density (Paper Lots/Ac.)	Zoning	$/Paper Lot	$/Acre
1	Land - 564.6 Acres (Future Spiritis Ranch) Southeast quadrant of US-380 and FM-720 Little Elm Denton County TX	Aug-20 Closed	$50,000,000	24,593,976 564.60	2,115 3.7	Development	$23,641	$88,558
	Comments: This property is being acquired to be developed eventually with 2,135 residential lots with 860 lots (40' x 115'), 947 lots (50' x 115') and 308 lots (60' x 120'). Phase 1 is proposed to be developed initially by March 2022 with 1,044 lots. All of the lots in Phase 1 are under contract to five volume homebuilders (Beazer Homes, D. R. Horton Homes, First Texas Homes, Pulte Homes, and Lennar Homes) at $1,400/front footage. The property is located in the Denton ISD.							
2	Land in Celina ETJ Southwest corner of N. Louisiana Drive and CR-58 Celina ETJ Collin County TX	Mar-21 Closed	$12,727,473	9,726,469 223.29	783 3.5	N/A	$16,255	$57,000
	Comments: Property is in the process or being brought into the city and is planned for 783 lots and is in the Celina ISD.							
3	Edgewood Creek North side of CR-428, east of CR-1358 Celina Denton County TX	Oct-20 Closed	$14,000,000	10,737,801 246.51	847 3.4	Development	$16,529	$56,794
	Comments: This property was placed within the Edgewood Creek PID before acquisition and is planned with 847 lots on 246.506 acres. The property is located within the Prosper ISD.							
4	Ashton Woods Pod Sale - Dynavest Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive Celina Collin County TX	Aug-21 Closed	$22,990,000	10,802,880 248.00	1,045 4.2	PD	$22,000	$92,702
	Comments: This sale is Parcel 10 from a larger 3,200-acre tract. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
	Subject Legacy Hills Parcel Levy Celina, TX			5,753,274 132.08	490 3.7	PD		

Comparable Land Sales Map – Parcel 9, Pod 1





Sale 1
Land - 564.6 Acres (Future Spiritis Ranch)



Sale 2
Land in Celina ETJ



Sale 3
Edgewood Creek



Sale 4
Ashton Woods Pod Sale - Dynavest

Adjustment Factors

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factors	
Effective Sale Price	Accounts for atypical economics of a transaction, such as demolition cost, expenditures by the buyer at time of purchase, or other similar factors. Usually applied directly to sale price on a lump sum basis.
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale, related-parties transaction.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.
Location	Market or submarket area influences on sale price; surrounding land use influences.
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility from main thoroughfares; traffic counts.
Size	Inverse relationship that often exists between parcel size and unit value.
Shape and Topography	Primary physical factors that affect the utility of a site for its highest and best use.
Zoning	Government regulations that affect the types and intensities of uses allowable on a site.
Entitlements	The specific level of governmental approvals attained pertaining to development of a site.

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Market Conditions

The sales took place from August 2020 to August 2021. Market conditions have generally been strengthening. The adjustment grid accounts for this trend with upward adjustments over this period through the effective date of value.

Analysis and Adjustment of Sales

The analysis of the comparable sales is described in the following paragraphs.

Land Sale 1 is a 564.60 acre parcel located at the southeast quadrant of US-380 and FM-720, Little Elm, Denton County, TX, with development potential for 2,115 paper lots. The property sold in August 2020 for $50,000,000, or $23,640.66 per paper lot. Upward adjustments are indicated for market conditions 17% and size 20%. Downward adjustments are indicated for location 20% and access/exposure 10%. Overall, an upward adjustment is indicated.

Land Sale 2 is a 223.29 acre parcel located at the southwest corner of N. Louisiana Drive and CR-58, Celina ETJ, Collin County, TX, with development potential for 783 paper lots. The property sold in March 2021 for $12,727,473, or $16,254.75 per paper lot. Upward adjustments are indicated for market conditions 14%, location 10%, and entitlements 20%. Overall, a substantial upward adjustment is indicated.

Land Sale 3 is a 246.51 acre parcel located on the north side of CR-428, east of CR-1358, Celina, Denton County, TX, with development potential for 847 paper lots. The property sold in October 2020 for $14,000,000, or $16,528.93 per paper lot. Upward adjustments are indicated for market conditions 16% and location 30%. Overall, a substantial upward adjustment is indicated.

Land Sale 4 is a 248.00 acre parcel located at the northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive, Celina, Collin County, TX, with development potential for 1,045 paper lots. The property sold in August 2021 for $22,990,000, or $22,000.00 per paper lot. An upward adjustment of 11% is indicated for market conditions.

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid - Parcel 9, Pod 1

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Address	East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway	Southeast quadrant of US-380 and FM-720	Southwest corner of N. Louisiana Drive and CR-58	North side of CR-428, east of CR-1358	Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive
City	Celina	Little Elm	Celina ETJ	Celina	Celina
County	Collin	Denton	Collin	Denton	Collin
State	Texas	TX	TX	TX	TX
Sale Date		Aug-20	Mar-21	Oct-20	Aug-21
Sale Status		Closed	Closed	Closed	Closed
Sale Price		$50,000,000	$12,727,473	$14,000,000	$22,990,000
Acres	132.08	564.60	223.29	246.51	248.00
Number of Paper lots	490	2,115	783	847	1,045
Units Per Acre	4	4	4	3	4
Price per Paper lot		**$23,641**	**$16,255**	**$16,529**	**$22,000**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–
Conditions of Sale					
% Adjustment		–	–	–	–
Market Conditions	7/1/2023	Aug-20	Mar-21	Oct-20	Aug-21
Annual % Adjustment	6%	17%	14%	16%	11%
Cumulative Adjusted Price		**$27,660**	**$18,530**	**$19,174**	**$24,420**
Location		-20%	10%	30%	–
Access/Exposure		-10%	–	–	–
Size		20%	–	–	–
Shape and Topography		–	–	–	–
Zoning		–	–	–	–
Entitlements		–	20%	–	–
Net $ Adjustment		-$2,766	$5,559	$5,752	$0
Net % Adjustment		-10%	30%	30%	0%
Final Adjusted Price		**$24,894**	**$24,090**	**$24,926**	**$24,420**
Overall Adjustment		5%	48%	51%	11%

Range of Adjusted Prices	**$24,090 - $24,926**
Average	**$24,582**
Indicated Value	**$24,500**

Land Value Conclusion – Parcel 9, Pod 1

Prior to adjustments, the sales reflect a range of $16,255 - $23,641 per paper lot. After adjustment, the range is narrowed to $24,090 - $24,926 per paper lot, with an average of $24,582 per paper lot. To arrive at an indication of value, primary weight is given to Sale 4.

Based on the preceding analysis, we reach a land value conclusion as follows:

Land Value Conclusion

Parcel 9, Pod 1	
Indicated Value per Paper lot	$24,500
Subject Paper lots	490
Indicated Value	$12,005,000
Rounded	$12,010,000

Parcel 9, Pod 2 (111.19 Acres)

To apply the sales comparison approach to Parcel 9, Pod 2, the research focused on transactions within the following parameters:

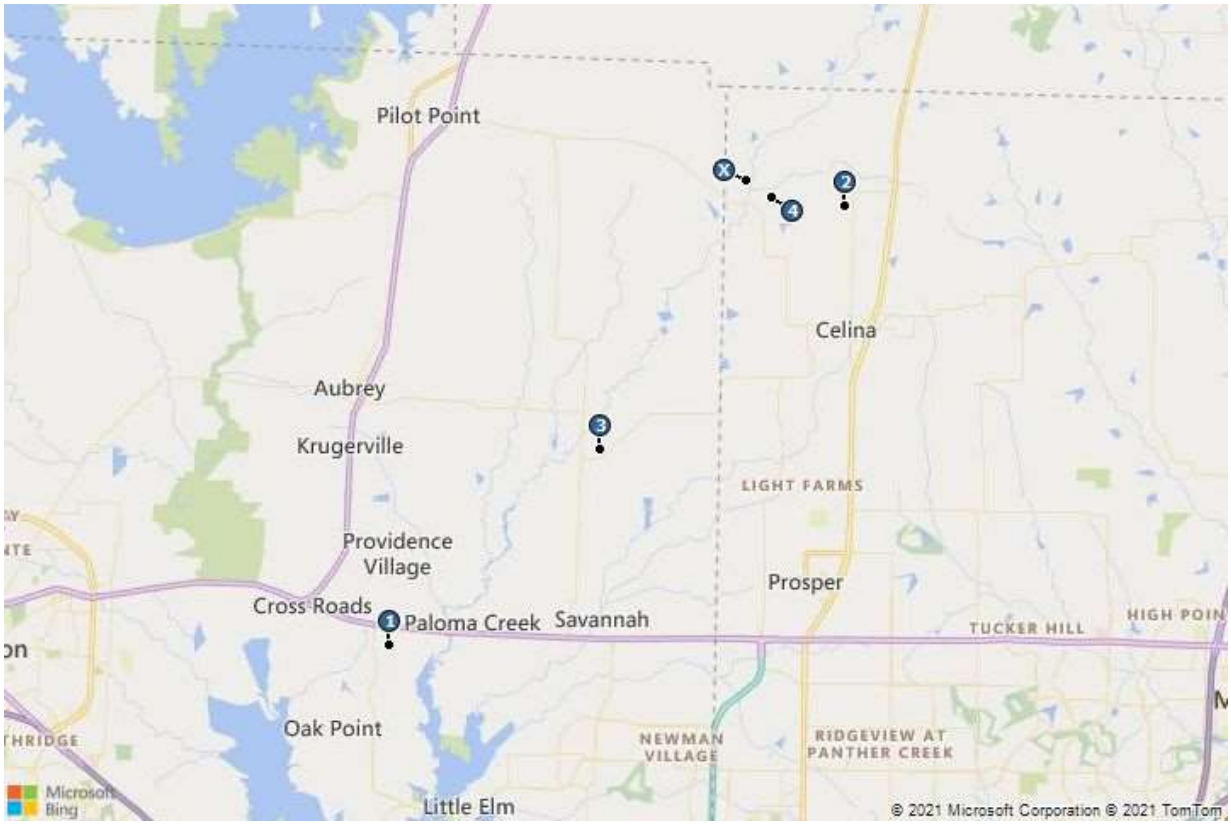
- Location: General Market Area
- Size: 100 Acres and Greater
- Use: Residential Development
- Transaction Date: January 2020 to Present

For this analysis, price per paper lot is used as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - Parcel 9, Pod 2

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Paper Lots; Density (Paper Lots/Ac.)	Zoning	$/Paper Lot	$/Acre
1	Land - 564.6 Acres (Future Spiritis Ranch) Southeast quadrant of US-380 and FM-720 Little Elm Denton County TX	Aug-20 Closed	$50,000,000	24,593,976 564.60	2,115 3.7	Development Agreement	$23,641	$88,558
	Comments: This property is being acquired to be developed eventually with 2,135 residential lots with 860 lots (40' x 115'), 947 lots (50' x 115') and 308 lots (60' x 120'). Phase 1 is proposed to be developed initially by March 2022 with 1,044 lots. All of the lots in Phase 1 are under contract to five volume homebuilders (Beazer Homes, D. R. Horton Homes, First Texas Homes, Pulte Homes, and Lennar Homes) at $1,400/front footage. The property is located in the Denton ISD.							
2	Land in Celina ETJ Southwest corner of N. Louisiana Drive and CR-58 Celina ETJ Collin County TX	Mar-21 Closed	$12,727,473	9,726,469 223.29	783 3.5	N/A	$16,255	$57,000
	Comments: Property is in the process or being brought into the city and is planned for 783 lots and is in the Celina ISD.							
3	Edgewood Creek North side of CR-428, east of CR-1358 Celina Denton County TX	Oct-20 Closed	$14,000,000	10,737,801 246.51	847 3.4	Development Agreement/City of Celina	$16,529	$56,794
	Comments: This property was placed within the Edgewood Creek PID before acquisition and is planned with 847 lots on 246.506 acres. The property is located within the Prosper ISD.							
4	Ashton Woods Pod Sale - Dynavest Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive Celina Collin County TX	Aug-21 Closed	$22,990,000	10,802,880 248.00	1,045 4.2	PD	$22,000	$92,702
	Comments: This sale is Parcel 10 from a larger 3,200-acre tract. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
	Subject Legacy Hills Parcel Levy Celina, TX			4,843,611 111.19	438 3.9	PD		

Comparable Land Sales Map – Parcel 9, Pod 2





Sale 1
Land - 564.6 Acres (Future Spiritis Ranch)



Sale 2
Land in Celina ETJ



Sale 3
Edgewood Creek



Sale 4
Ashton Woods Pod Sale - Dynavest

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Market Conditions

The sales took place from August 2020 to August 2021. Market conditions have generally been strengthening. The adjustment grid accounts for this trend with upward adjustments over this period through the effective date of value.

The analysis of the comparable sales is described in the following paragraphs.

Land Sale 1 is a 564.60 acre parcel located at the southeast quadrant of US-380 and FM-720, Little Elm, Denton County, TX, with development potential for 2,115 paper lots. The property sold in August 2020 for $50,000,000, or $23,640.66 per paper lot. Upward adjustments are indicated for market conditions 17% and size 20%. Downward adjustments are indicated for location 20% and access/exposure 10%. Overall, an upward adjustment is indicated.

Land Sale 2 is a 223.29 acre parcel located at the southwest corner of N. Louisiana Drive and CR-58, Celina ETJ, Collin County, TX, with development potential for 783 paper lots. The property sold in March 2021 for $12,727,473, or $16,254.75 per paper lot. Upward adjustments are indicated for market conditions 14%, location 10%, and entitlements 20%. Overall, a substantial upward adjustment is indicated.

Land Sale 3 is a 246.51 acre parcel located on the north side of CR-428, east of CR-1358, Celina, Denton County, TX, with development potential for 847 paper lots. The property sold in October 2020 for $14,000,000, or $16,528.93 per paper lot. Upward adjustments are indicated for market conditions 16% and location 30%. Overall, a substantial upward adjustment is indicated.

Land Sale 4 is a 248.00 acre parcel located at the northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive, Celina, Collin County, TX, with development potential for 1,045 paper lots. The property sold in August 2021 for $22,990,000, or $22,000.00 per paper lot. An upward adjustment of 11% is indicated for market conditions.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - Parcel 9, Pod 2

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Address	East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway	Southeast quadrant of US-380 and FM-720	Southwest corner of N. Louisiana Drive and CR-58	North side of CR-428, east of CR-1358	Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive
City	Celina	Little Elm	Celina ETJ	Celina	Celina
County	Collin	Denton	Collin	Denton	Collin
State	Texas	TX	TX	TX	TX
Sale Date		Aug-20	Mar-21	Oct-20	Aug-21
Sale Status		Closed	Closed	Closed	Closed
Sale Price		$50,000,000	$12,727,473	$14,000,000	$22,990,000
Acres	111.19	564.60	223.29	246.51	248.00
Number of Paper lots	438	2,115	783	847	1,045
Units Per Acre	4	4	4	3	4
Price per Paper lot		**$23,641**	**$16,255**	**$16,529**	**$22,000**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–
Conditions of Sale					
% Adjustment		–	–	–	–
Market Conditions	7/1/2023	Aug-20	Mar-21	Oct-20	Aug-21
Annual % Adjustment	6%	17%	14%	16%	11%
Cumulative Adjusted Price		**$27,660**	**$18,530**	**$19,174**	**$24,420**
Location		-20%	10%	30%	–
Access/Exposure		-10%	–	–	–
Size		20%	–	–	–
Shape and Topography		–	–	–	–
Zoning		–	–	–	–
Entitlements		–	20%	–	–
Net $ Adjustment		-$2,766	$5,559	$5,752	$0
Net % Adjustment		-10%	30%	30%	0%
Final Adjusted Price		**$24,894**	**$24,090**	**$24,926**	**$24,420**
Overall Adjustment		5%	48%	51%	11%

Range of Adjusted Prices	**$24,090 - $24,926**
Average	**$24,582**
Indicated Value	**$24,500**

Land Value Conclusion – Parcel 9, Pod 2

Prior to adjustments, the sales reflect a range of $16,255 - $23,641 per paper lot. After adjustment, the range is narrowed to $24,090 - $24,926 per paper lot, with an average of $24,582 per paper lot. To arrive at an indication of value, primary weight is given to Sale 4.

Based on the preceding analysis, the land value conclusion is as follows:

Land Value Conclusion	
Indicated Value per Paper lot	$24,500
Subject Paper lots	438
Indicated Value	$10,731,000
Rounded	$10,730,000

Parcel 9, Pod 3 (128.58 Acres)

To apply the sales comparison approach to Parcel 9, Pod 3, the research focused on transactions within the following parameters:

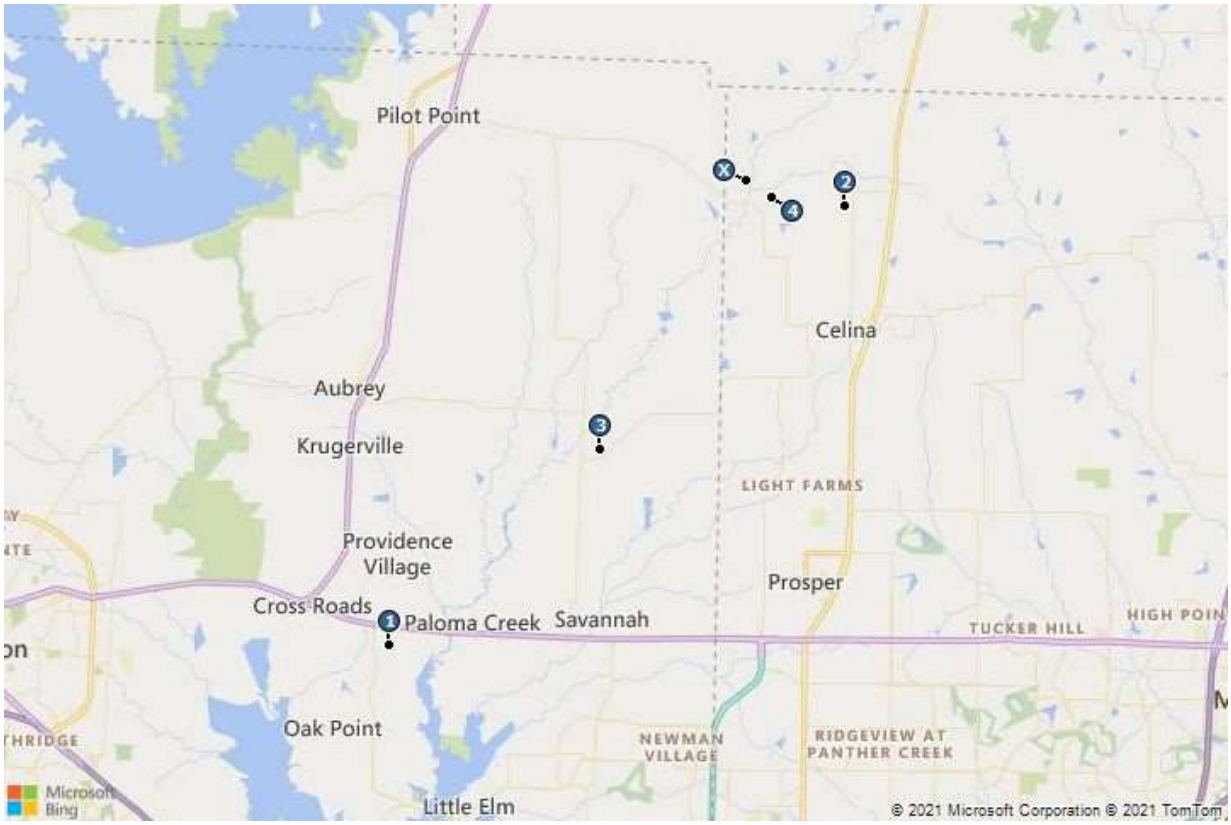
- Location: General Market Area
- Size: 100 Acres and Greater
- Use: Residential Development
- Transaction Date: January 2020 to Present

For this analysis, price per paper lot is used as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - Parcel 9, Pod 3

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Paper Lots; Density (Paper Lots/Ac.)	Zoning	$/Paper Lot	$/Acre
1	Land - 564.6 Acres (Future Spiritis Ranch) Southeast quadrant of US-380 and FM-720 Little Elm Denton County TX	Aug-20 Closed	$50,000,000	24,593,976 564.60	2,115 3.7	Development Agreement - City of Little Elm	$23,641	$88,558
	Comments: This property is being acquired to be developed eventually with 2,135 residential lots with 860 lots (40' x 115'), 947 lots (50' x 115') and 308 lots (60' x 120'). Phase 1 is proposed to be developed initially by March 2022 with 1,044 lots. All of the lots in Phase 1 are under contract to five volume homebuilders (Beazer Homes, D. R. Horton Homes, First Texas Homes, Pulte Homes, and Lennar Homes) at $1,400/front footage. The property is located in the Denton ISD.							
2	Land in Celina ETJ Southwest corner of N. Louisiana Drive and CR-58 Celina ETJ Collin County TX	Mar-21 Closed	$12,727,473	9,726,469 223.29	783 3.5	N/A	$16,255	$57,000
	Comments: Property is in the process or being brought into the city and is planned for 783 lots and is in the Celina ISD.							
3	Edgewood Creek North side of CR-428, east of CR-1358 Celina Denton County TX	Oct-20 Closed	$14,000,000	10,737,801 246.51	847 3.4	Development Agreement/City of Celina	$16,529	$56,794
	Comments: This property was placed within the Edgewood Creek PID before acquisition and is planned with 847 lots on 246.506 acres. The property is located within the Prosper ISD.							
4	Ashton Woods Pod Sale - Dynavest Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive Celina Collin County TX	Aug-21 Closed	$22,990,000	10,802,880 248.00	1,045 4.2	PD	$22,000	$92,702
	Comments: This sale is Parcel 10 from a larger 3,200-acre tract. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
	Subject Legacy Hills Parcel Levy Celina, TX			5,600,858 128.58	583 4.5	PD		

Comparable Land Sales Map – Parcel 9, Pod 3





Sale 1
Land - 564.6 Acres (Future Spiritis Ranch)



Sale 2
Land in Celina ETJ



Sale 3
Edgewood Creek



Sale 4
Ashton Woods Pod Sale - Dynavest

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Market Conditions

The sales took place from August 2020 to August 2021. Market conditions have generally been strengthening. The adjustment grid accounts for this trend with upward adjustments over this period through the effective date of value.

The analysis of the comparable sales is described in the following paragraphs.

Land Sale 1 is a 564.60 acre parcel located at the southeast quadrant of US-380 and FM-720, Little Elm, Denton County, TX, with development potential for 2,115 paper lots. The property sold in August 2020 for $50,000,000, or $23,640.66 per paper lot. Upward adjustments are indicated for market conditions 17% and size 20%. Downward adjustments are indicated for location 20% and access/exposure 10%. Overall, an upward adjustment is indicated.

Land Sale 2 is a 223.29 acre parcel located at the southwest corner of N. Louisiana Drive and CR-58, Celina ETJ, Collin County, TX, with development potential for 783 paper lots. The property sold in March 2021 for $12,727,473, or $16,254.75 per paper lot. Upward adjustments are indicated for market conditions 14%, location 10%, and entitlements 20%. Overall, a substantial upward adjustment is indicated.

Land Sale 3 is a 246.51 acre parcel located on the north side of CR-428, east of CR-1358, Celina, Denton County, TX, with development potential for 847 paper lots. The property sold in October 2020 for $14,000,000, or $16,528.93 per paper lot. Upward adjustments are indicated for market conditions 16% and location 30%. Overall, a substantial upward adjustment is indicated.

Land Sale 4 is a 248.00 acre parcel located at the northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive, Celina, Collin County, TX, with development potential for 1,045 paper lots. The property sold in August 2021 for $22,990,000, or $22,000.00 per paper lot. An upward adjustment of 11% is indicated for market conditions.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - Parcel 9, Pod 3

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Address	East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway	Southeast quadrant of US-380 and FM-720	Southwest corner of N. Louisiana Drive and CR-58	North side of CR-428, east of CR-1358	Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive
City	Celina	Little Elm	Celina ETJ	Celina	Celina
County	Collin	Denton	Collin	Denton	Collin
State	Texas	TX	TX	TX	TX
Sale Date		Aug-20	Mar-21	Oct-20	Aug-21
Sale Status		Closed	Closed	Closed	Closed
Sale Price		$50,000,000	$12,727,473	$14,000,000	$22,990,000
Acres	128.58	564.60	223.29	246.51	248.00
Number of Paper lots	583	2,115	783	847	1,045
Units Per Acre	5	4	4	3	4
Price per Paper lot		**$23,641**	**$16,255**	**$16,529**	**$22,000**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–
Conditions of Sale					
% Adjustment		–	–	–	–
Market Conditions	7/1/2023	Aug-20	Mar-21	Oct-20	Aug-21
Annual % Adjustment	6%	17%	14%	16%	11%
Cumulative Adjusted Price		**$27,660**	**$18,530**	**$19,174**	**$24,420**
Location		-20%	10%	30%	–
Access/Exposure		-10%	–	–	–
Size		20%	–	–	–
Shape and Topography		–	–	–	–
Zoning		–	–	–	–
Entitlements		–	20%	–	–
Net $ Adjustment		-$2,766	$5,559	$5,752	$0
Net % Adjustment		-10%	30%	30%	0%
Final Adjusted Price		**$24,894**	**$24,090**	**$24,926**	**$24,420**
Overall Adjustment		5%	48%	51%	11%

Range of Adjusted Prices	**$24,090 - $24,926**
Average	**$24,582**
Indicated Value	**$24,500**

Land Value Conclusion – Parcel 9, Pod 3

Prior to adjustments, the sales reflect a range of $16,255 - $23,641 per paper lot. After adjustment, the range is narrowed to $24,090 - $24,926 per paper lot, with an average of $24,582 per paper lot. To arrive at an indication of value, primary weight is given to Sale 4.

Based on the preceding analysis, the land value conclusion is as follows:

Land Value Conclusion	
Indicated Value per Paper lot	$24,500
Subject Paper lots	583
Indicated Value	$14,283,500
Rounded	$14,280,000

Parcel 9, Pod 4 (120.79 Acres)

To apply the sales comparison approach to Parcel 9, Pod 4, the research focused on transactions within the following parameters:

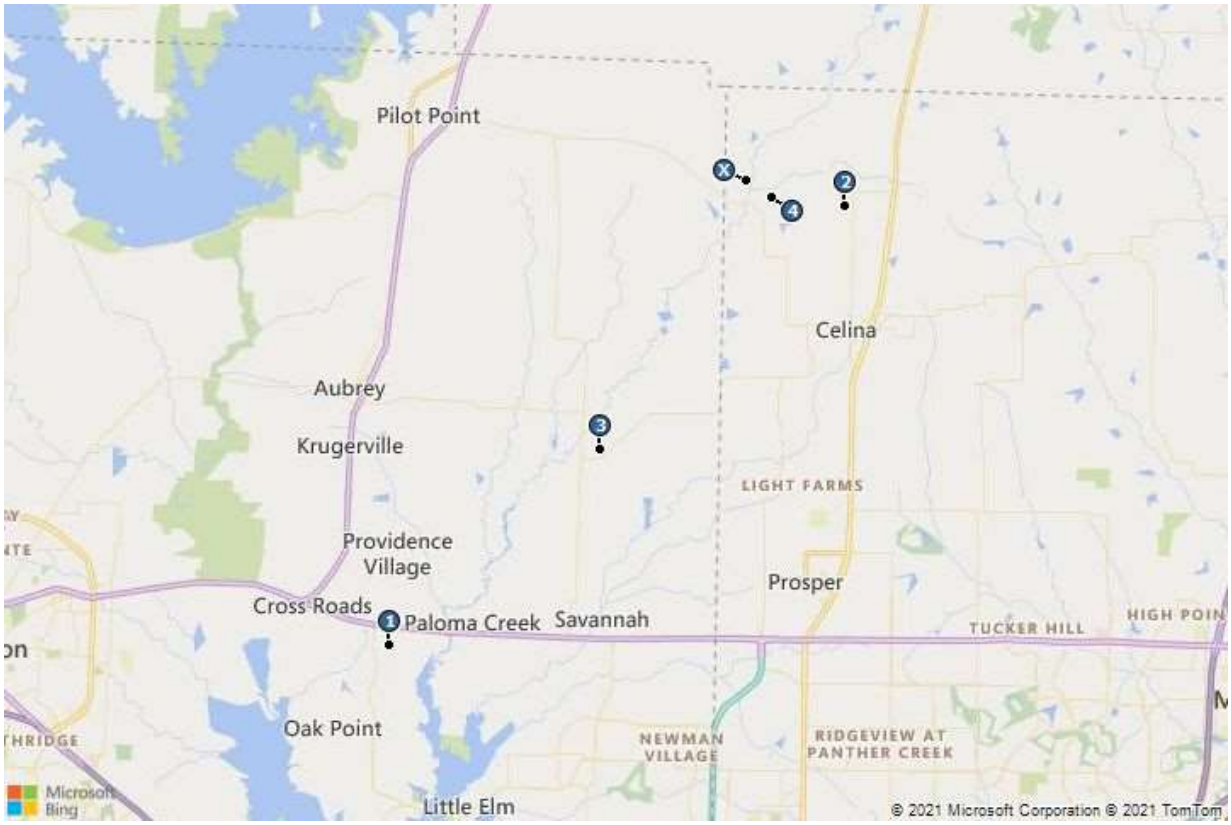
- Location: General Market Area
- Size: 100 Acres and Greater
- Use: Residential Development
- Transaction Date: January 2020 to Present

For this analysis, price per paper lot is used as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - Parcel 9, Pod 4

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Paper Lots; Density (Paper Lots/Ac.)	Zoning	$/Paper Lot	$/Acre
1	Land - 564.6 Acres (Future Spiritis Ranch) Southeast quadrant of US-380 and FM-720 Little Elm Denton County TX	Aug-20 Closed	$50,000,000	24,593,976 564.60	2,115 3.7	Development Agreement - City of Little Elm	$23,641	$88,558
	Comments: This property is being acquired to be developed eventually with 2,135 residential lots with 860 lots (40' x 115'), 947 lots (50' x 115') and 308 lots (60' x 120'). Phase 1 is proposed to be developed initially by March 2022 with 1,044 lots. All of the lots in Phase 1 are under contract to five volume homebuilders (Beazer Homes, D. R. Horton Homes, First Texas Homes, Pulte Homes, and Lennar Homes) at $1,400/front footage. The property is located in the Denton ISD.							
2	Land in Celina ETJ Southwest corner of N. Louisiana Drive and CR-58 Celina ETJ Collin County TX	Mar-21 Closed	$12,727,473	9,726,469 223.29	783 3.5	N/A	$16,255	$57,000
	Comments: Property is in the process or being brought into the city and is planned for 783 lots and is in the Celina ISD.							
3	Edgewood Creek North side of CR-428, east of CR-1358 Celina Denton County TX	Oct-20 Closed	$14,000,000	10,737,801 246.51	847 3.4	Development Agreement/City of Celina	$16,529	$56,794
	Comments: This property was placed within the Edgewood Creek PID before acquisition and is planned with 847 lots on 246.506 acres. The property is located within the Prosper ISD.							
4	Ashton Woods Pod Sale - Dynavest Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive Celina Collin County TX	Aug-21 Closed	$22,990,000	10,802,880 248.00	1,045 4.2	PD	$22,000	$92,702
	Comments: This sale is Parcel 10 from a larger 3,200-acre tract. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
	Subject Legacy Hills Parcel Levy Celina, TX			5,261,569 120.79	460 3.8	PD		

Comparable Land Sales Map – Parcel 9, Pod 4





Sale 1
Land - 564.6 Acres (Future Spiritis Ranch)



Sale 2
Land in Celina ETJ



Sale 3
Edgewood Creek



Sale 4
Ashton Woods Pod Sale - Dynavest

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

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The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Market Conditions

The sales took place from August 2020 to August 2021. Market conditions have generally been strengthening. The adjustment grid accounts for this trend with upward adjustments over this period through the effective date of value.

The analysis of the comparable sales is described in the following paragraphs.

Land Sale 1 is a 564.60 acre parcel located at the southeast quadrant of US-380 and FM-720, Little Elm, Denton County, TX, with development potential for 2,115 paper lots. The property sold in August 2020 for $50,000,000, or $23,640.66 per paper lot. Upward adjustments are indicated for market conditions 17% and size 20%. Downward adjustments are indicated for location 20% and access/exposure 10%. Overall, an upward adjustment is indicated.

Land Sale 2 is a 223.29 acre parcel located at the southwest corner of N. Louisiana Drive and CR-58, Celina ETJ, Collin County, TX, with development potential for 783 paper lots. The property sold in March 2021 for $12,727,473, or $16,254.75 per paper lot. Upward adjustments are indicated for market conditions 14%, location 10%, and entitlements 20%. Overall, a substantial upward adjustment is indicated.

Land Sale 3 is a 246.51 acre parcel located on the north side of CR-428, east of CR-1358, Celina, Denton County, TX, with development potential for 847 paper lots. The property sold in October 2020 for $14,000,000, or $16,528.93 per paper lot. Upward adjustments are indicated for market conditions 16% and location 30%. Overall, a substantial upward adjustment is indicated.

Land Sale 4 is a 248.00 acre parcel located at the northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive, Celina, Collin County, TX, with development potential for 1,045 paper lots. The property sold in August 2021 for $22,990,000, or $22,000.00 per paper lot. An upward adjustment of 11% is indicated for market conditions.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - Parcel 9, Pod 4

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Address	East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway	Southeast quadrant of US-380 and FM-720	Southwest corner of N. Louisiana Drive and CR-58	North side of CR-428, east of CR-1358	Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive
City	Celina	Little Elm	Celina ETJ	Celina	Celina
County	Collin	Denton	Collin	Denton	Collin
State	Texas	TX	TX	TX	TX
Sale Date		Aug-20	Mar-21	Oct-20	Aug-21
Sale Status		Closed	Closed	Closed	Closed
Sale Price		$50,000,000	$12,727,473	$14,000,000	$22,990,000
Acres	120.79	564.60	223.29	246.51	248.00
Number of Paper lots	460	2,115	783	847	1,045
Units Per Acre	4	4	4	3	4
Price per Paper lot		**$23,641**	**$16,255**	**$16,529**	**$22,000**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–
Conditions of Sale					
% Adjustment		–	–	–	–
Market Conditions	7/1/2023	Aug-20	Mar-21	Oct-20	Aug-21
Annual % Adjustment	6%	17%	14%	16%	11%
Cumulative Adjusted Price		**$27,660**	**$18,530**	**$19,174**	**$24,420**
Location		-20%	10%	30%	–
Access/Exposure		-10%	–	–	–
Size		20%	–	–	–
Shape and Topography		–	–	–	–
Zoning		–	–	–	–
Entitlements		–	20%	–	–
Net $ Adjustment		-$2,766	$5,559	$5,752	$0
Net % Adjustment		-10%	30%	30%	0%
Final Adjusted Price		**$24,894**	**$24,090**	**$24,926**	**$24,420**
Overall Adjustment		5%	48%	51%	11%

Range of Adjusted Prices	**$24,090 - $24,926**
Average	**$24,582**
Indicated Value	**$24,500**

Land Value Conclusion – Parcel 9, Pod 4

Prior to adjustments, the sales reflect a range of $16,255 - $23,641 per paper lot. After adjustment, the range is narrowed to $24,090 - $24,926 per paper lot, with an average of $24,582 per paper lot. To arrive at an indication of value, primary weight is given to Sale 4.

Based on the preceding analysis, the land value conclusion is as follows:

Land Value Conclusion	
Indicated Value per Paper lot	$24,500
Subject Paper lots	460
Indicated Value	$11,270,000
Rounded	$11,270,000

Parcel 10, Pod 6 (125.00 Acres)

To apply the sales comparison approach to Parcel 10, Pod 6, the research focused on transactions within the following parameters:

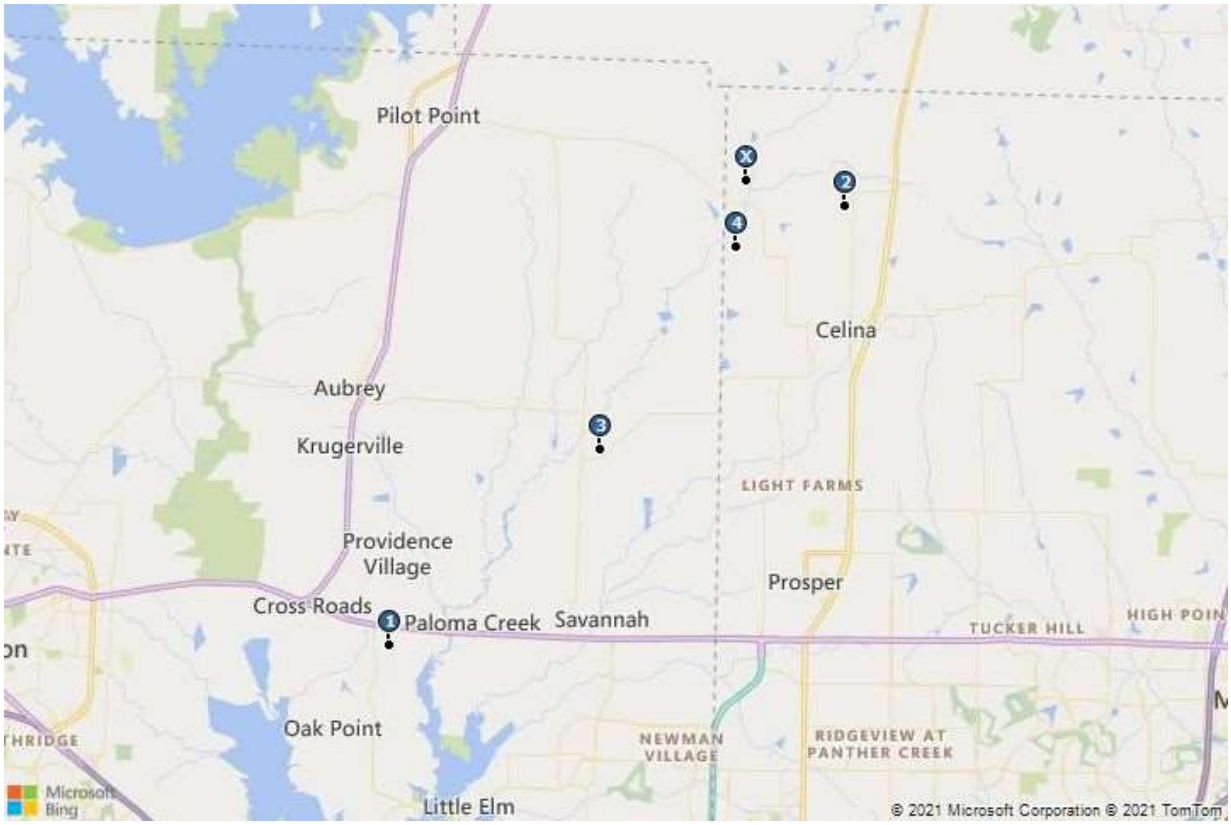
- Location: General Market Area
- Size: 100 Acres and Greater
- Use: Residential Development
- Transaction Date: January 2020 to Present

For this analysis, price per paper lot is used as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - Parcel 10, Pod 6

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Paper Lots; Density (Paper Lots/Ac.)	Zoning	$/Paper Lot	$/Acre
1	Land - 564.6 Acres (Future Spiritis Ranch) Southeast quadrant of US-380 and FM-720 Little Elm Denton County TX	Aug-20 Closed	$50,000,000	24,593,976 564.60	2,115 3.7	Development Agreement - City of Little Elm	$23,641	$88,558
	Comments: This property is being acquired to be developed eventually with 2,135 residential lots with 860 lots (40' x 115'), 947 lots (50' x 115') and 308 lots (60' x 120'). Phase 1 is proposed to be developed initially by March 2022 with 1,044 lots. All of the lots in Phase 1 are under contract to five volume homebuilders (Beazer Homes, D. R. Horton Homes, First Texas Homes, Pulte Homes, and Lennar Homes) at $1,400/front footage. The property is located in the Denton ISD.							
2	Land in Celina ETJ Southwest corner of N. Louisiana Drive and CR-58 Celina ETJ Collin County TX	Mar-21 Closed	$12,727,473	9,726,469 223.29	783 3.5	N/A	$16,255	$57,000
	Comments: Property is in the process or being brought into the city and is planned for 783 lots and is in the Celina ISD.							
3	Edgewood Creek North side of CR-428, east of CR-1358 Celina Denton County TX	Oct-20 Closed	$14,000,000	10,737,801 246.51	847 3.4	Development Agreement/City of Celina	$16,529	$56,794
	Comments: This property was placed within the Edgewood Creek PID before acquisition and is planned with 847 lots on 246.506 acres. The property is located within the Prosper ISD.							
4	Mattamy Pod Sale North side of Fred Smith Parkway, west of FM 455 Celina Collin County TX	Aug-21 Closed	$12,826,000	5,967,720 137.00	583 4.3	PD	$22,000	$93,620
	Comments: This sale is part of a larger 3,200-acre tract to be developed as Legacy Hills. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
	Subject Legacy Hills Parcel Levy Celina, TX			5,445,000 125.00	537 4.3	PD		

Comparable Land Sales Map – Parcel 10, Pod 6





Sale 1
Land - 564.6 Acres (Future Spiritis Ranch)



Sale 2
Land in Celina ETJ



Sale 3
Edgewood Creek



Sale 4
Mattamy Pod Sale

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Market Conditions

The sales took place from August 2020 to August 2021. Market conditions have generally been strengthening. The adjustment grid accounts for this trend with upward adjustments over this period through the effective date of value.

The analysis of the comparable sales is described in the following paragraphs.

Land Sale 1 is a 564.60 acre parcel located at the southeast quadrant of US-380 and FM-720, Little Elm, Denton County, TX, with development potential for 2,115 paper lots. The property sold in August 2020 for $50,000,000, or $23,640.66 per paper lot. Upward adjustments are indicated for market conditions 17% and size 20%. Downward adjustments are indicated for location 20% and access/exposure 10%. Overall, an upward adjustment is indicated.

Land Sale 2 is a 223.29 acre parcel located at the southwest corner of N. Louisiana Drive and CR-58, Celina ETJ, Collin County, TX, with development potential for 783 paper lots. The property sold in March 2021 for $12,727,473, or $16,254.75 per paper lot. Upward adjustments are indicated for market conditions 14%, location 10%, and entitlements 20%. Overall, a substantial upward adjustment is indicated.

Land Sale 3 is a 246.51 acre parcel located on the north side of CR-428, east of CR-1358, Celina, Denton County, TX, with development potential for 847 paper lots. The property sold in October 2020 for $14,000,000, or $16,528.93 per paper lot. Upward adjustments are indicated for market conditions 16% and location 30%. Overall, a substantial upward adjustment is indicated.

Land Sale 4 is a 137.00 acre parcel located on the north side of Fred Smith Parkway, west of FM 455, Celina, Collin County, TX, with development potential for 583 paper lots. The property sold in August 2021 for $12,826,000, or $22,000.00 per paper lot. An upward adjustment of 11% is indicated for market conditions.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - Parcel 10, Pod 6

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Address	East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway	Southeast quadrant of US-380 and FM-720	Southwest corner of N. Louisiana Drive and CR-58	North side of CR-428, east of CR-1358	North side of Fred Smith Parkway, west of FM 455
City	Celina	Little Elm	Celina ETJ	Celina	Celina
County	Collin	Denton	Collin	Denton	Collin
State	Texas	TX	TX	TX	TX
Sale Date		Aug-20	Mar-21	Oct-20	Aug-21
Sale Status		Closed	Closed	Closed	Closed
Sale Price		$50,000,000	$12,727,473	$14,000,000	$12,826,000
Acres	125.00	564.60	223.29	246.51	137.00
Number of Paper lots	537	2,115	783	847	583
Units Per Acre	4	4	4	3	4
Price per Paper lot		**$23,641**	**$16,255**	**$16,529**	**$22,000**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–
Conditions of Sale					
% Adjustment		–	–	–	–
Market Conditions	7/1/2023	Aug-20	Mar-21	Oct-20	Aug-21
Annual % Adjustment	6%	17%	14%	16%	11%
Cumulative Adjusted Price		**$27,660**	**$18,530**	**$19,174**	**$24,420**
Location		-20%	10%	30%	–
Access/Exposure		-10%	–	–	–
Size		20%	–	–	–
Shape and Topography		–	–	–	–
Zoning		–	–	–	–
Entitlements		–	20%	–	–
Net $ Adjustment		-$2,766	$5,559	$5,752	$0
Net % Adjustment		-10%	30%	30%	0%
Final Adjusted Price		**$24,894**	**$24,090**	**$24,926**	**$24,420**
Overall Adjustment		5%	48%	51%	11%

Range of Adjusted Prices	**$24,090 - $24,926**
Average	**$24,582**
Indicated Value	**$24,500**

Land Value Conclusion – Parcel 10, Pod 6

Prior to adjustments, the sales reflect a range of $16,255 - $23,641 per paper lot. After adjustment, the range is narrowed to $24,090 - $24,926 per paper lot, with an average of $24,582 per paper lot. To arrive at an indication of value, primary weight is given to Sale 4.

Based on the preceding analysis, the land value conclusion is as follows:

Land Value Conclusion	
Indicated Value per Paper lot	$24,500
Subject Paper lots	537
Indicated Value	$13,156,500
Rounded	$13,160,000

Parcel 10, Pod 7 (133.00 Acres)

To apply the sales comparison approach to Parcel 10, Pod 7, the research focused on transactions within the following parameters:

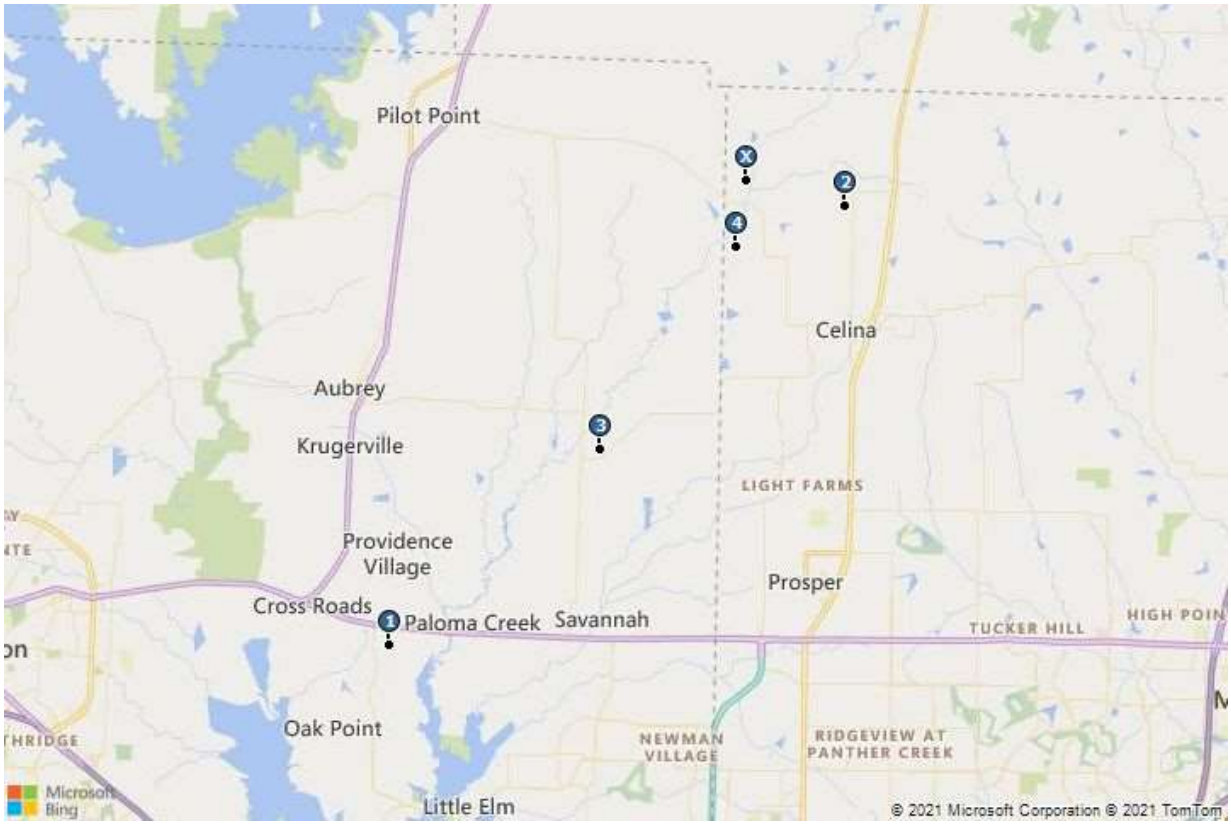
- Location: General Market Area
- Size: 100 Acres and Greater
- Use: Residential Development
- Transaction Date: January 2020 to Present

For this analysis, price per paper lot is used as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - Parcel 10, Pod 7

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Paper Lots; Density (Paper Lots/Ac.)	Zoning	$/Paper Lot	$/Acre
1	Land - 564.6 Acres (Future Spiritis Ranch) Southeast quadrant of US-380 and FM-720 Little Elm Denton County TX	Aug-20 Closed	$50,000,000	24,593,976 564.60	2,115 3.7	Development Agreement - City of Little Elm	$23,641	$88,558
	Comments: This property is being acquired to be developed eventually with 2,135 residential lots with 860 lots (40' x 115'), 947 lots (50' x 115') and 308 lots (60' x 120'). Phase 1 is proposed to be developed initially by March 2022 with 1,044 lots. All of the lots in Phase 1 are under contract to five volume homebuilders (Beazer Homes, D. R. Horton Homes, First Texas Homes, Pulte Homes, and Lennar Homes) at $1,400/front footage. The property is located in the Denton ISD.							
2	Land in Celina ETJ Southwest corner of N. Louisiana Drive and CR-58 Celina ETJ Collin County TX	Mar-21 Closed	$12,727,473	9,726,469 223.29	783 3.5	N/A	$16,255	$57,000
	Comments: Property is in the process or being brought into the city and is planned for 783 lots and is in the Celina ISD.							
3	Edgewood Creek North side of CR-428, east of CR-1358 Celina Denton County TX	Oct-20 Closed	$14,000,000	10,737,801 246.51	847 3.4	Development Agreement/City of Celina	$16,529	$56,794
	Comments: This property was placed within the Edgewood Creek PID before acquisition and is planned with 847 lots on 246.506 acres. The property is located within the Prosper ISD.							
4	Mattamy Pod Sale North side of Fred Smith Parkway, west of FM 455 Celina Collin County TX	Aug-21 Closed	$12,826,000	5,967,720 137.00	583 4.3	PD	$22,000	$93,620
	Comments: This sale is part of a larger 3,200-acre tract to be developed as Legacy Hills. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
	Subject Legacy Hills Parcel Levy Celina, TX			5,793,480 133.00	508 3.8	PD		

Comparable Land Sales Map – Parcel 10, Pod 7





Sale 1
Land - 564.6 Acres (Future Spiritis Ranch)



Sale 2
Land in Celina ETJ



Sale 3
Edgewood Creek



Sale 4
Mattamy Pod Sale

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Market Conditions

The sales took place from August 2020 to August 2021. Market conditions have generally been strengthening. The adjustment grid accounts for this trend with upward adjustments over this period through the effective date of value.

The analysis of the comparable sales is described in the following paragraphs.

Land Sale 1 is a 564.60 acre parcel located at the southeast quadrant of US-380 and FM-720, Little Elm, Denton County, TX, with development potential for 2,115 paper lots. The property sold in August 2020 for $50,000,000, or $23,640.66 per paper lot. Upward adjustments are indicated for market conditions 17% and size 20%. Downward adjustments are indicated for location 20% and access/exposure 10%. Overall, an upward adjustment is indicated.

Land Sale 2 is a 223.29 acre parcel located at the southwest corner of N. Louisiana Drive and CR-58, Celina ETJ, Collin County, TX, with development potential for 783 paper lots. The property sold in March 2021 for $12,727,473, or $16,254.75 per paper lot. Upward adjustments are indicated for market conditions 14%, location 10%, and entitlements 20%. Overall, a substantial upward adjustment is indicated.

Land Sale 3 is a 246.51 acre parcel located on the north side of CR-428, east of CR-1358, Celina, Denton County, TX, with development potential for 847 paper lots. The property sold in October 2020 for $14,000,000, or $16,528.93 per paper lot. Upward adjustments are indicated for market conditions 16% and location 30%. Overall, a substantial upward adjustment is indicated.

Land Sale 4 is a 137.00 acre parcel located on the north side of Fred Smith Parkway, west of FM 455, Celina, Collin County, TX, with development potential for 583 paper lots. The property sold in August 2021 for $12,826,000, or $22,000.00 per paper lot. An upward adjustment of 11% is indicated for market conditions.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - Parcel 10, Pod 7

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Address	East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway	Southeast quadrant of US-380 and FM-720	Southwest corner of N. Louisiana Drive and CR-58	North side of CR-428, east of CR-1358	North side of Fred Smith Parkway, west of FM 455
City	Celina	Little Elm	Celina ETJ	Celina	Celina
County	Collin	Denton	Collin	Denton	Collin
State	Texas	TX	TX	TX	TX
Sale Date		Aug-20	Mar-21	Oct-20	Aug-21
Sale Status		Closed	Closed	Closed	Closed
Sale Price		$50,000,000	$12,727,473	$14,000,000	$12,826,000
Acres	133.00	564.60	223.29	246.51	137.00
Number of Paper lots	508	2,115	783	847	583
Units Per Acre	4	4	4	3	4
Price per Paper lot		**$23,641**	**$16,255**	**$16,529**	**$22,000**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–
Conditions of Sale					
% Adjustment		–	–	–	–
Market Conditions	7/1/2023	Aug-20	Mar-21	Oct-20	Aug-21
Annual % Adjustment	6%	17%	14%	16%	11%
Cumulative Adjusted Price		**$27,660**	**$18,530**	**$19,174**	**$24,420**
Location		-20%	10%	30%	–
Access/Exposure		-10%	–	–	–
Size		20%	–	–	–
Shape and Topography		–	–	–	–
Zoning		–	–	–	–
Entitlements		–	20%	–	–
Net $ Adjustment		-$2,766	$5,559	$5,752	$0
Net % Adjustment		-10%	30%	30%	0%
Final Adjusted Price		**$24,894**	**$24,090**	**$24,926**	**$24,420**
Overall Adjustment		5%	48%	51%	11%

Range of Adjusted Prices	**$24,090 - $24,926**
Average	**$24,582**
Indicated Value	**$24,500**

Land Value Conclusion – Parcel 10, Pod 7

Prior to adjustments, the sales reflect a range of $16,255 - $23,641 per paper lot. After adjustment, the range is narrowed to $24,090 - $24,926 per paper lot, with an average of $24,582 per paper lot. To arrive at an indication of value, primary weight is given to Sale 4.

Based on the preceding analysis, the land value conclusion is as follows:

Land Value Conclusion	
Indicated Value per Paper lot	$24,500
Subject Paper lots	508
Indicated Value	$12,446,000
Rounded	$12,450,000

Parcel 11, Pod 5 (62.21 Acres)

To apply the sales comparison approach to Parcel 11, Pod 5, the research focused on transactions within the following parameters:

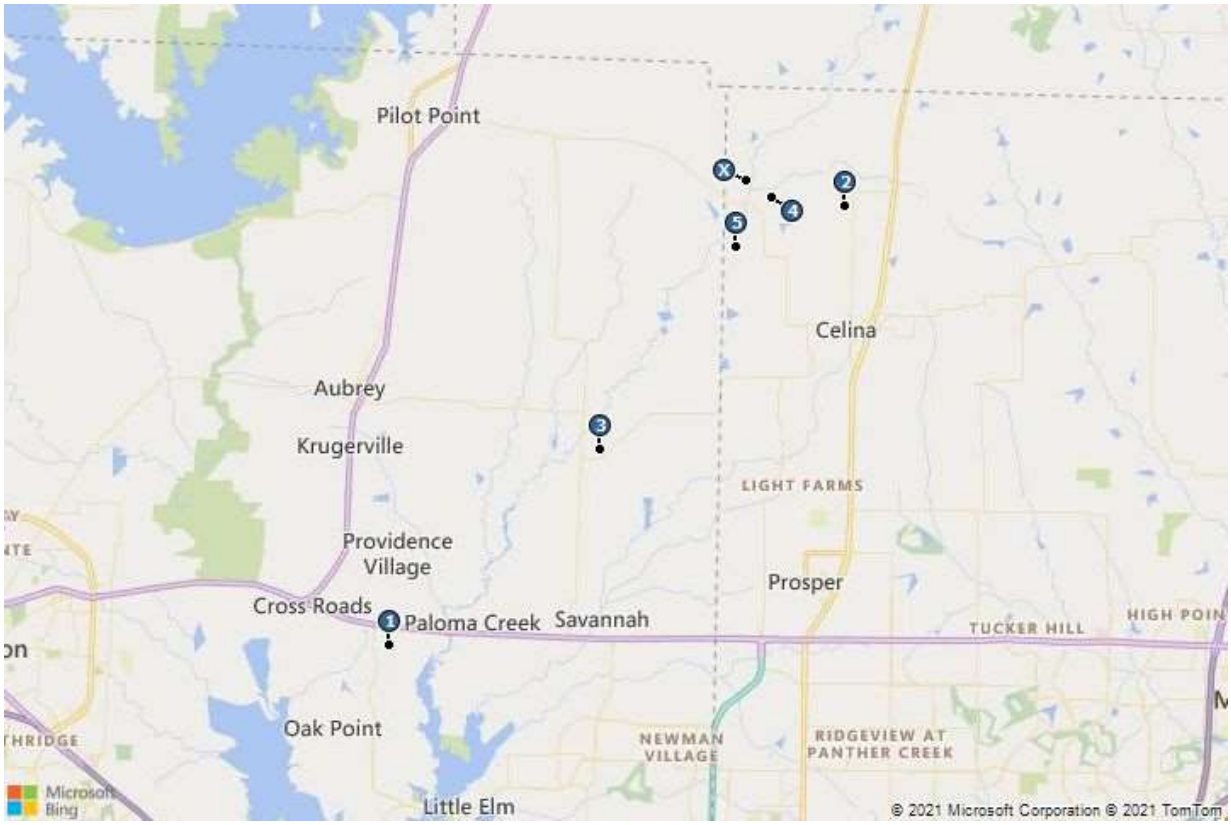
- Location: General Market Area
- Size: 100 Acres and Greater
- Use: Residential Development
- Transaction Date: January 2020 to Present

For this analysis, price per paper lot is used as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - Parcel 11, Pod 5

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Paper Lots; Density (Paper Lots/Ac.)	Zoning	$/Paper Lot	$/Acre
1	Land - 564.6 Acres (Future Spiritis Ranch) Southeast quadrant of US-380 and FM-720 Little Elm Denton County TX	Aug-20 Closed	$50,000,000	24,593,976 564.60	2,115 3.7	Development Agreement - City of Little Elm	$23,641	$88,558
	Comments: This property is being acquired to be developed eventually with 2,135 residential lots with 860 lots (40' x 115'), 947 lots (50' x 115') and 308 lots (60' x 120'). Phase 1 is proposed to be developed initially by March 2022 with 1,044 lots. All of the lots in Phase 1 are under contract to five volume homebuilders (Beazer Homes, D. R. Horton Homes, First Texas Homes, Pulte Homes, and Lennar Homes) at $1,400/front footage. The property is located in the Denton ISD.							
2	Land in Celina ETJ Southwest corner of N. Louisiana Drive and CR-58 Celina ETJ Collin County TX	Mar-21 Closed	$12,727,473	9,726,469 223.29	783 3.5	N/A	$16,255	$57,000
	Comments: Property is in the process or being brought into the city and is planned for 783 lots and is in the Celina ISD.							
3	Edgewood Creek North side of CR-428, east of CR-1358 Celina Denton County TX	Oct-20 Closed	$14,000,000	10,737,801 246.51	847 3.4	Development Agreement/City of Celina	$16,529	$56,794
	Comments: This property was placed within the Edgewood Creek PID before acquisition and is planned with 847 lots on 246.506 acres. The property is located within the Prosper ISD.							
4	Ashton Woods Pod Sale - Dynavest Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive Celina Collin County TX	Aug-21 Closed	$22,990,000	10,802,880 248.00	1,045 4.2	PD	$22,000	$92,702
	Comments: This sale is Parcel 10 from a larger 3,200-acre tract. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
5	Mattamy Pod Sale North side of Fred Smith Parkway, west of FM 455 Celina Collin County TX	Aug-21 Closed	$12,826,000	5,967,720 137.00	583 4.3	PD	$22,000	$93,620
	Comments: This sale is part of a larger 3,200-acre tract to be developed as Legacy Hills. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
	Subject Legacy Hills Parcel Levy Celina, TX			2,710,042 62.21	278 4.5	PD		

Comparable Land Sales Map – Parcel 11, Pod 5





Sale 1
Land - 564.6 Acres (Future Spiritis Ranch)



Sale 2
Land in Celina ETJ



Sale 3
Edgewood Creek



Sale 4
Ashton Woods Pod Sale - Dynavest



Sale 5
Mattamy Pod Sale

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Market Conditions

The sales took place from August 2020 to August 2021. Market conditions have generally been strengthening. The adjustment grid accounts for this trend with upward adjustments over this period through the effective date of value.

The analysis of the comparable sales is described in the following paragraphs.

Land Sale 1 is a 564.60 acre parcel located at the southeast quadrant of US-380 and FM-720, Little Elm, Denton County, TX, with development potential for 2,115 paper lots. The property sold in August 2020 for $50,000,000, or $23,640.66 per paper lot. Upward adjustments are indicated for market conditions 17% and size 20%. Downward adjustments are indicated for location 20% and access/exposure 10%. Overall, an upward adjustment is indicated.

Land Sale 2 is a 223.29 acre parcel located at the southwest corner of N. Louisiana Drive and CR-58, Celina ETJ, Collin County, TX, with development potential for 783 paper lots. The property sold in March 2021 for $12,727,473, or $16,254.75 per paper lot. Upward adjustments are indicated for market conditions 14%, location 10%, and entitlements 20%. Overall, a substantial upward adjustment is indicated.

Land Sale 3 is a 246.51 acre parcel located on the north side of CR-428, east of CR-1358, Celina, Denton County, TX, with development potential for 847 paper lots. The property sold in October 2020 for $14,000,000, or $16,528.93 per paper lot. Upward adjustments are indicated for market conditions 16% and location 30%. Overall, a substantial upward adjustment is indicated.

Land Sale 4 is a 248.00 acre parcel located at the northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive, Celina, Collin County, TX, with development potential for 1,045 paper lots. The property sold in August 2021 for $22,990,000, or $22,000.00 per paper lot. An upward adjustment of 11% is indicated for market conditions.

Land Sale 5 is a 137.00 acre parcel located on the north side of Fred Smith Parkway, west of FM 455, Celina, Collin County, TX, with development potential for 583 paper lots. The property sold in August 2021 for $12,826,000, or $22,000.00 per paper lot. An upward adjustment of 11% is indicated for market conditions.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - Parcel 11, Pod 5

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Address	East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway	Southeast quadrant of US-380 and FM-720	Southwest corner of N. Louisiana Drive and CR-58	North side of CR-428, east of CR-1358	Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive	North side of Fred Smith Parkway, west of FM 455
City	Celina	Little Elm	Celina ETJ	Celina	Celina	Celina
County	Collin	Denton	Collin	Denton	Collin	Collin
State	Texas	TX	TX	TX	TX	TX
Sale Date		Aug-20	Mar-21	Oct-20	Aug-21	Aug-21
Sale Status		Closed	Closed	Closed	Closed	Closed
Sale Price		$50,000,000	$12,727,473	$14,000,000	$22,990,000	$12,826,000
Acres	62.21	564.60	223.29	246.51	248.00	137.00
Number of Paper lots	278	2,115	783	847	1,045	583
Units Per Acre	4	4	4	3	4	4
Price per Paper lot		**$23,641**	**$16,255**	**$16,529**	**$22,000**	**$22,000**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–	–
Conditions of Sale						
% Adjustment		–	–	–	–	–
Market Conditions	7/1/2023	Aug-20	Mar-21	Oct-20	Aug-21	Aug-21
Annual % Adjustment	6%	17%	14%	16%	11%	11%
Cumulative Adjusted Price		**$27,660**	**$18,530**	**$19,174**	**$24,420**	**$24,420**
Location		-20%	10%	30%	–	–
Access/Exposure		-10%	–	–	–	–
Size		20%	–	–	–	–
Shape and Topography		–	–	–	–	–
Zoning		–	–	–	–	–
Entitlements		–	20%	–	–	–
Net $ Adjustment		-$2,766	$5,559	$5,752	$0	$0
Net % Adjustment		-10%	30%	30%	0%	0%
Final Adjusted Price		**$24,894**	**$24,090**	**$24,926**	**$24,420**	**$24,420**
Overall Adjustment		5%	48%	51%	11%	11%

Range of Adjusted Prices	**$24,090 - $24,926**
Average	**$24,550**
Indicated Value	**$24,500**

Land Value Conclusion – Parcel 11, Pod 5

Prior to adjustments, the sales reflect a range of $16,255 - $23,641 per paper lot. After adjustment, the range is narrowed to $24,090 - $24,926 per paper lot, with an average of $24,550 per paper lot. To arrive at an indication of value, primary weight is given to Sales 4 and 5.

Based on the preceding analysis, the land value conclusion is as follows:

Land Value Conclusion	
Indicated Value per Paper lot	$24,500
Subject Paper lots	278
Indicated Value	$6,811,000
Rounded	$6,810,000

Parcel 12, Pod 1 (188.00 Acres)

To apply the sales comparison approach to Parcel 12, Pod 1, the research focused on transactions within the following parameters:

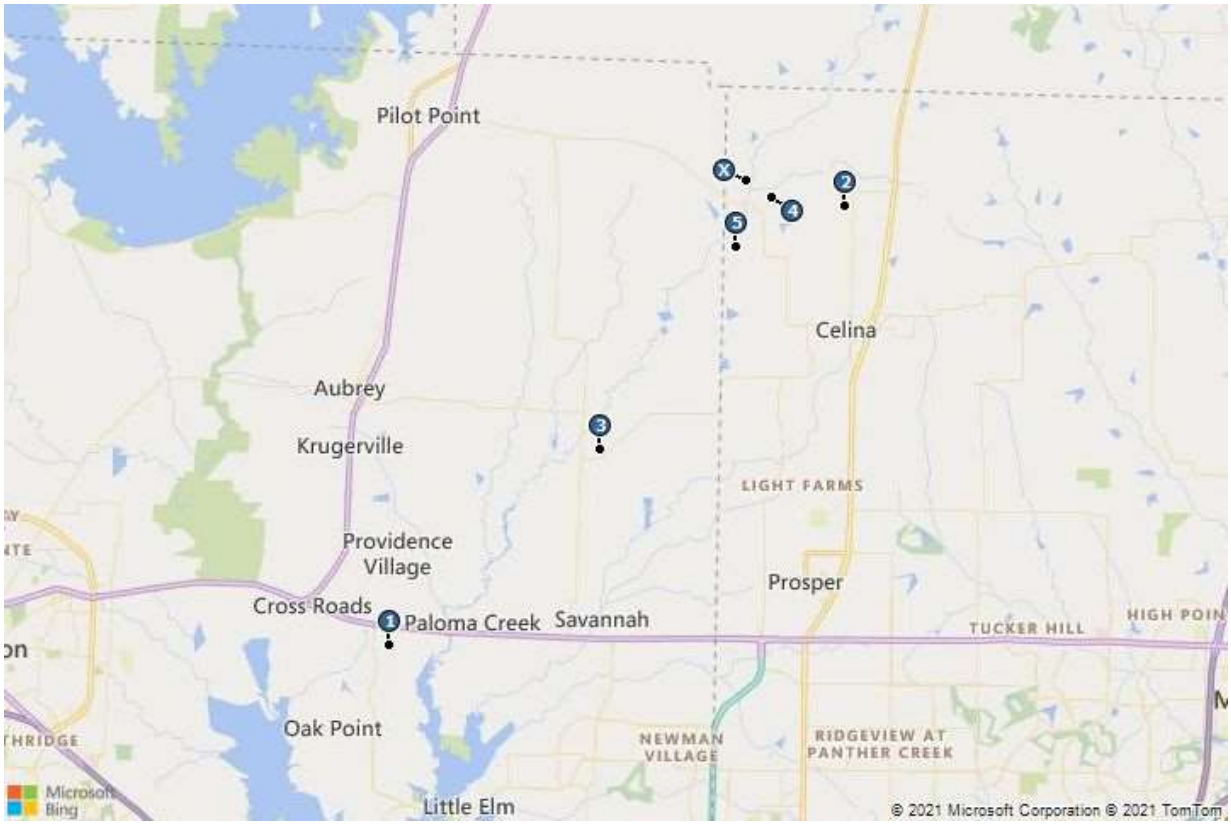
- Location: General Market Area
- Size: 100 Acres and Greater
- Use: Residential Development
- Transaction Date: January 2020 to Present

For this analysis, price per paper lot is used as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - Parcel 12, Pod 1

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Paper Lots; Density (Paper Lots/Ac.)	Zoning	$/Paper Lot	$/Acre
1	Land - 564.6 Acres (Future Spiritis Ranch) Southeast quadrant of US-380 and FM-720 Little Elm Denton County TX	Aug-20 Closed	$50,000,000	24,593,976 564.60	2,115 3.7	Development Agreement - City of Little Elm	$23,641	$88,558
	Comments: This property is being acquired to be developed eventually with 2,135 residential lots with 860 lots (40' x 115'), 947 lots (50' x 115') and 308 lots (60' x 120'). Phase 1 is proposed to be developed initially by March 2022 with 1,044 lots. All of the lots in Phase 1 are under contract to five volume homebuilders (Beazer Homes, D. R. Horton Homes, First Texas Homes, Pulte Homes, and Lennar Homes) at $1,400/front footage. The property is located in the Denton ISD.							
2	Land in Celina ETJ Southwest corner of N. Louisiana Drive and CR-58 Celina ETJ Collin County TX	Mar-21 Closed	$12,727,473	9,726,469 223.29	783 3.5	N/A	$16,255	$57,000
	Comments: Property is in the process or being brought into the city and is planned for 783 lots and is in the Celina ISD.							
3	Edgewood Creek North side of CR-428, east of CR-1358 Celina Denton County TX	Oct-20 Closed	$14,000,000	10,737,801 246.51	847 3.4	Development Agreement/City of Celina	$16,529	$56,794
	Comments: This property was placed within the Edgewood Creek PID before acquisition and is planned with 847 lots on 246.506 acres. The property is located within the Prosper ISD.							
4	Ashton Woods Pod Sale - Dynavest Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive Celina Collin County TX	Aug-21 Closed	$22,990,000	10,802,880 248.00	1,045 4.2	PD	$22,000	$92,702
	Comments: This sale is Parcel 10 from a larger 3,200-acre tract. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
5	Mattamy Pod Sale North side of Fred Smith Parkway, west of FM 455 Celina Collin County TX	Aug-21 Closed	$12,826,000	5,967,720 137.00	583 4.3	PD	$22,000	$93,620
	Comments: This sale is part of a larger 3,200-acre tract to be developed as Legacy Hills. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
	Subject Legacy Hills Parcel Levy Celina, TX			8,189,280 188.00	685 3.6	PD		

Comparable Land Sales Map – Parcel 12, Pod 1





Sale 1
Land - 564.6 Acres (Future Spiritis Ranch)



Sale 2
Land in Celina ETJ



Sale 3
Edgewood Creek



Sale 4
Ashton Woods Pod Sale - Dynavest



Sale 5
Mattamy Pod Sale

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Market Conditions

The sales took place from August 2020 to August 2021. Market conditions have generally been strengthening. The adjustment grid accounts for this trend with upward adjustments over this period through the effective date of value.

The analysis of the comparable sales is described in the following paragraphs.

Land Sale 1 is a 564.60 acre parcel located at the southeast quadrant of US-380 and FM-720, Little Elm, Denton County, TX, with development potential for 2,115 paper lots. The property sold in August 2020 for $50,000,000, or $23,640.66 per paper lot. Upward adjustments are indicated for market conditions 17% and size 20%. Downward adjustments are indicated for location 20% and access/exposure 10%. Overall, an upward adjustment is indicated.

Land Sale 2 is a 223.29 acre parcel located at the southwest corner of N. Louisiana Drive and CR-58, Celina ETJ, Collin County, TX, with development potential for 783 paper lots. The property sold in March 2021 for $12,727,473, or $16,254.75 per paper lot. Upward adjustments are indicated for market conditions 14%, location 10%, and entitlements 20%. Overall, a substantial upward adjustment is indicated.

Land Sale 3 is a 246.51 acre parcel located on the north side of CR-428, east of CR-1358, Celina, Denton County, TX, with development potential for 847 paper lots. The property sold in October 2020 for $14,000,000, or $16,528.93 per paper lot. Upward adjustments are indicated for market conditions 16% and location 30%. Overall, a substantial upward adjustment is indicated.

Land Sale 4 is a 248.00 acre parcel located at the northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive, Celina, Collin County, TX, with development potential for 1,045 paper lots. The property sold in August 2021 for $22,990,000, or $22,000.00 per paper lot. An upward adjustment of 11% is indicated for market conditions.

Land Sale 5 is a 137.00 acre parcel located on the north side of Fred Smith Parkway, west of FM 455, Celina, Collin County, TX, with development potential for 583 paper lots. The property sold in August 2021 for $12,826,000, or $22,000.00 per paper lot. An upward adjustment of 11% is indicated for market conditions.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - Parcel 12, Pod 1

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Address	East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway	Southeast quadrant of US-380 and FM-720	Southwest corner of N. Louisiana Drive and CR-58	North side of CR-428, east of CR-1358	Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive	North side of Fred Smith Parkway, west of FM 455
City	Celina	Little Elm	Celina ETJ	Celina	Celina	Celina
County	Collin	Denton	Collin	Denton	Collin	Collin
State	Texas	TX	TX	TX	TX	TX
Sale Date		Aug-20	Mar-21	Oct-20	Aug-21	Aug-21
Sale Status		Closed	Closed	Closed	Closed	Closed
Sale Price		$50,000,000	$12,727,473	$14,000,000	$22,990,000	$12,826,000
Acres	188.00	564.60	223.29	246.51	248.00	137.00
Number of Paper lots	685	2,115	783	847	1,045	583
Units Per Acre	4	4	4	3	4	4
Price per Paper lot		**$23,641**	**$16,255**	**$16,529**	**$22,000**	**$22,000**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–	–
Conditions of Sale						
% Adjustment		–	–	–	–	–
Market Conditions	7/1/2023	Aug-20	Mar-21	Oct-20	Aug-21	Aug-21
Annual % Adjustment	6%	17%	14%	16%	11%	11%
Cumulative Adjusted Price		**$27,660**	**$18,530**	**$19,174**	**$24,420**	**$24,420**
Location		-20%	10%	30%	–	–
Access/Exposure		-10%	–	–	–	–
Size		20%	–	–	–	–
Shape and Topography		–	–	–	–	–
Zoning		–	–	–	–	–
Entitlements		–	20%	–	–	–
Net $ Adjustment		-$2,766	$5,559	$5,752	$0	$0
Net % Adjustment		-10%	30%	30%	0%	0%
Final Adjusted Price		**$24,894**	**$24,090**	**$24,926**	**$24,420**	**$24,420**
Overall Adjustment		5%	48%	51%	11%	11%

Range of Adjusted Prices	**$24,090 - $24,926**
Average	**$24,550**
Indicated Value	**$24,500**

Land Value Conclusion – Parcel 12, Pod 1

Prior to adjustments, the sales reflect a range of $16,255 - $23,641 per paper lot. After adjustment, the range is narrowed to $24,090 - $24,926 per paper lot, with an average of $24,550 per paper lot. To arrive at an indication of value, primary weight is given to Sales 4 and 5.

Based on the preceding analysis, the land value conclusion is as follows:

Land Value Conclusion	
Indicated Value per Paper lot	$24,500
Subject Paper lots	685
Indicated Value	$16,782,500
Rounded	$16,780,000

Parcel 12, Pod 2 (218.00 Acres)

To apply the sales comparison approach to Parcel 12, Pod 2, the research focused on transactions within the following parameters:

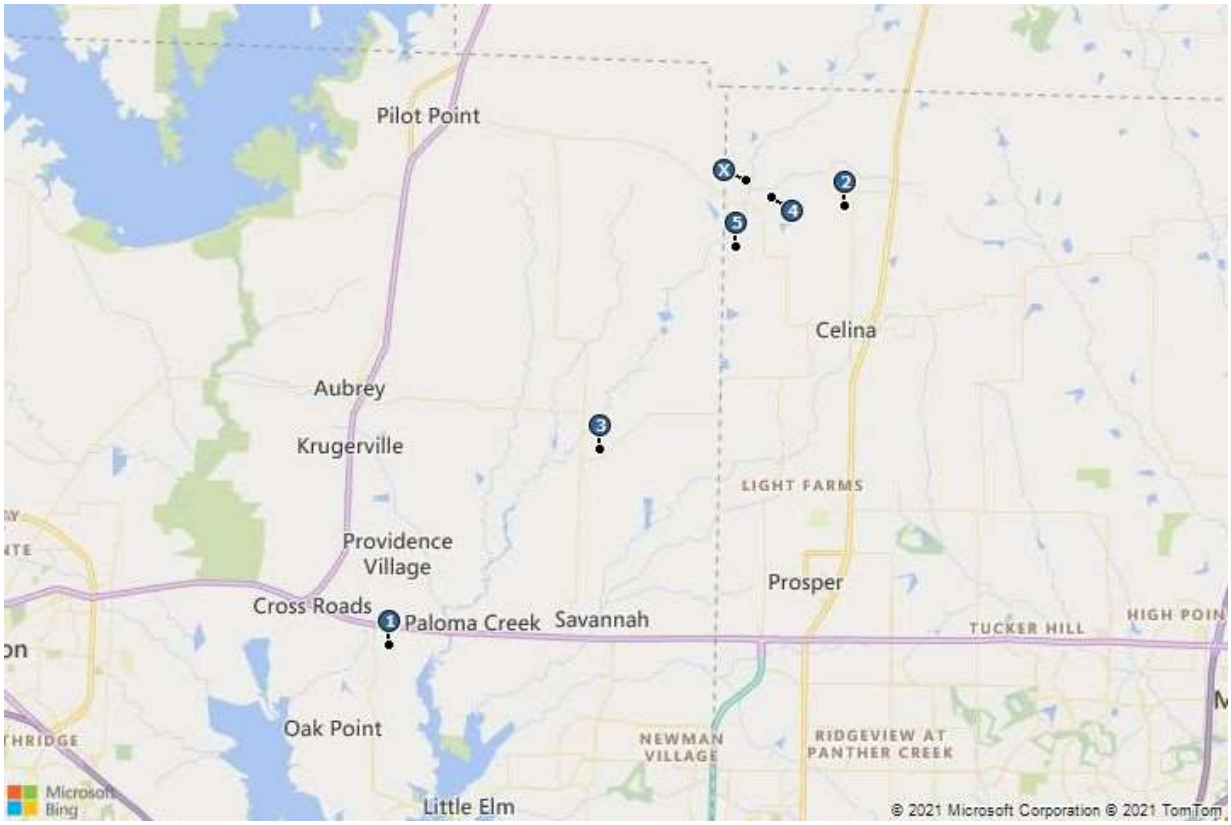
- Location: General Market Area
- Size: 100 Acres and Greater
- Use: Residential Development
- Transaction Date: January 2020 to Present

For this analysis, price per paper lot is used as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - Parcel 12, Pod 2

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Paper Lots; Density (Paper Lots/Ac.)	Zoning	$/Paper Lot	$/Acre
1	Land - 564.6 Acres (Future Spiritis Ranch) Southeast quadrant of US-380 and FM-720 Little Elm Denton County TX	Aug-20 Closed	$50,000,000	24,593,976 564.60	2,115 3.7	Development Agreement - City of Little Elm	$23,641	$88,558
	Comments: This property is being acquired to be developed eventually with 2,135 residential lots with 860 lots (40' x 115'), 947 lots (50' x 115') and 308 lots (60' x 120'). Phase 1 is proposed to be developed initially by March 2022 with 1,044 lots. All of the lots in Phase 1 are under contract to five volume homebuilders (Beazer Homes, D. R. Horton Homes, First Texas Homes, Pulte Homes, and Lennar Homes) at $1,400/front footage. The property is located in the Denton ISD.							
2	Land in Celina ETJ Southwest corner of N. Louisiana Drive and CR-58 Celina ETJ Collin County TX	Mar-21 Closed	$12,727,473	9,726,469 223.29	783 3.5	N/A	$16,255	$57,000
	Comments: Property is in the process or being brought into the city and is planned for 783 lots and is in the Celina ISD.							
3	Edgewood Creek North side of CR-428, east of CR-1358 Celina Denton County TX	Oct-20 Closed	$14,000,000	10,737,801 246.51	847 3.4	Development Agreement/City of Celina	$16,529	$56,794
	Comments: This property was placed within the Edgewood Creek PID before acquisition and is planned with 847 lots on 246.506 acres. The property is located within the Prosper ISD.							
4	Ashton Woods Pod Sale - Dynavest Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive Celina Collin County TX	Aug-21 Closed	$22,990,000	10,802,880 248.00	1,045 4.2	PD	$22,000	$92,702
	Comments: This sale is Parcel 10 from a larger 3,200-acre tract. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
5	Mattamy Pod Sale North side of Fred Smith Parkway, west of FM 455 Celina Collin County TX	Aug-21 Closed	$12,826,000	5,967,720 137.00	583 4.3	PD	$22,000	$93,620
	Comments: This sale is part of a larger 3,200-acre tract to be developed as Legacy Hills. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
	Subject Legacy Hills Parcel Levy Celina, TX			9,496,080 218.00	763 3.5	PD		

Comparable Land Sales Map – Parcel 12, Pod 2





Sale 1
Land - 564.6 Acres (Future Spiritis Ranch)



Sale 2
Land in Celina ETJ



Sale 3
Edgewood Creek



Sale 4
Ashton Woods Pod Sale - Dynavest



Sale 5
Mattamy Pod Sale

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Market Conditions

The sales took place from August 2020 to August 2021. Market conditions have generally been strengthening. The adjustment grid accounts for this trend with upward adjustments over this period through the effective date of value.

The analysis of the comparable sales is described in the following paragraphs.

Land Sale 1 is a 564.60 acre parcel located at the southeast quadrant of US-380 and FM-720, Little Elm, Denton County, TX, with development potential for 2,115 paper lots. The property sold in August 2020 for $50,000,000, or $23,640.66 per paper lot. Upward adjustments are indicated for market conditions 17% and size 20%. Downward adjustments are indicated for location 20% and access/exposure 10%. Overall, an upward adjustment is indicated.

Land Sale 2 is a 223.29 acre parcel located at the southwest corner of N. Louisiana Drive and CR-58, Celina ETJ, Collin County, TX, with development potential for 783 paper lots. The property sold in March 2021 for $12,727,473, or $16,254.75 per paper lot. Upward adjustments are indicated for market conditions 14%, location 10%, and entitlements 20%. Overall, a substantial upward adjustment is indicated.

Land Sale 3 is a 246.51 acre parcel located on the north side of CR-428, east of CR-1358, Celina, Denton County, TX, with development potential for 847 paper lots. The property sold in October 2020 for $14,000,000, or $16,528.93 per paper lot. Upward adjustments are indicated for market conditions 16% and location 30%. Overall, a substantial upward adjustment is indicated.

Land Sale 4 is a 248.00 acre parcel located at the northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive, Celina, Collin County, TX, with development potential for 1,045 paper lots. The property sold in August 2021 for $22,990,000, or $22,000.00 per paper lot. An upward adjustment of 11% is indicated for market conditions.

Land Sale 5 is a 137.00 acre parcel located on the north side of Fred Smith Parkway, west of FM 455, Celina, Collin County, TX, with development potential for 583 paper lots. The property sold in August 2021 for $12,826,000, or $22,000.00 per paper lot. An upward adjustment of 11% is indicated for market conditions.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - Parcel 12, Pod 2

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Address	East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway	Southeast quadrant of US-380 and FM-720	Southwest corner of N. Louisiana Drive and CR-58	North side of CR-428, east of CR-1358	Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive	North side of Fred Smith Parkway, west of FM 455
City	Celina	Little Elm	Celina ETJ	Celina	Celina	Celina
County	Collin	Denton	Collin	Denton	Collin	Collin
State	Texas	TX	TX	TX	TX	TX
Sale Date		Aug-20	Mar-21	Oct-20	Aug-21	Aug-21
Sale Status		Closed	Closed	Closed	Closed	Closed
Sale Price		$50,000,000	$12,727,473	$14,000,000	$22,990,000	$12,826,000
Acres	218.00	564.60	223.29	246.51	248.00	137.00
Number of Paper lots	763	2,115	783	847	1,045	583
Units Per Acre	4	4	4	3	4	4
Price per Paper lot		**$23,641**	**$16,255**	**$16,529**	**$22,000**	**$22,000**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–	–
Conditions of Sale						
% Adjustment		–	–	–	–	–
Market Conditions	7/1/2023	Aug-20	Mar-21	Oct-20	Aug-21	Aug-21
Annual % Adjustment	6%	17%	14%	16%	11%	11%
Cumulative Adjusted Price		**$27,660**	**$18,530**	**$19,174**	**$24,420**	**$24,420**
Location		-20%	10%	30%	–	–
Access/Exposure		-10%	–	–	–	–
Size		20%	–	–	–	–
Shape and Topography		–	–	–	–	–
Zoning		–	–	–	–	–
Entitlements		–	20%	–	–	–
Net $ Adjustment		-$2,766	$5,559	$5,752	$0	$0
Net % Adjustment		-10%	30%	30%	0%	0%
Final Adjusted Price		**$24,894**	**$24,090**	**$24,926**	**$24,420**	**$24,420**
Overall Adjustment		5%	48%	51%	11%	11%

Range of Adjusted Prices	**$24,090 - $24,926**
Average	**$24,550**
Indicated Value	**$24,500**

Land Value Conclusion – Parcel 12, Pod 2

Prior to adjustments, the sales reflect a range of $16,255 - $23,641 per paper lot. After adjustment, the range is narrowed to $24,090 - $24,926 per paper lot, with an average of $24,550 per paper lot. To arrive at an indication of value, primary weight is given to Sales 4 and 5.

Based on the preceding analysis, the land value conclusion is as follows:

Land Value Conclusion	
Indicated Value per Paper lot	$24,500
Subject Paper lots	763
Indicated Value	$18,693,500
Rounded	$18,690,000

Parcel 12, Pod 3 (182.00 Acres)

To apply the sales comparison approach to Parcel 12, Pod 3, the research focused on transactions within the following parameters:

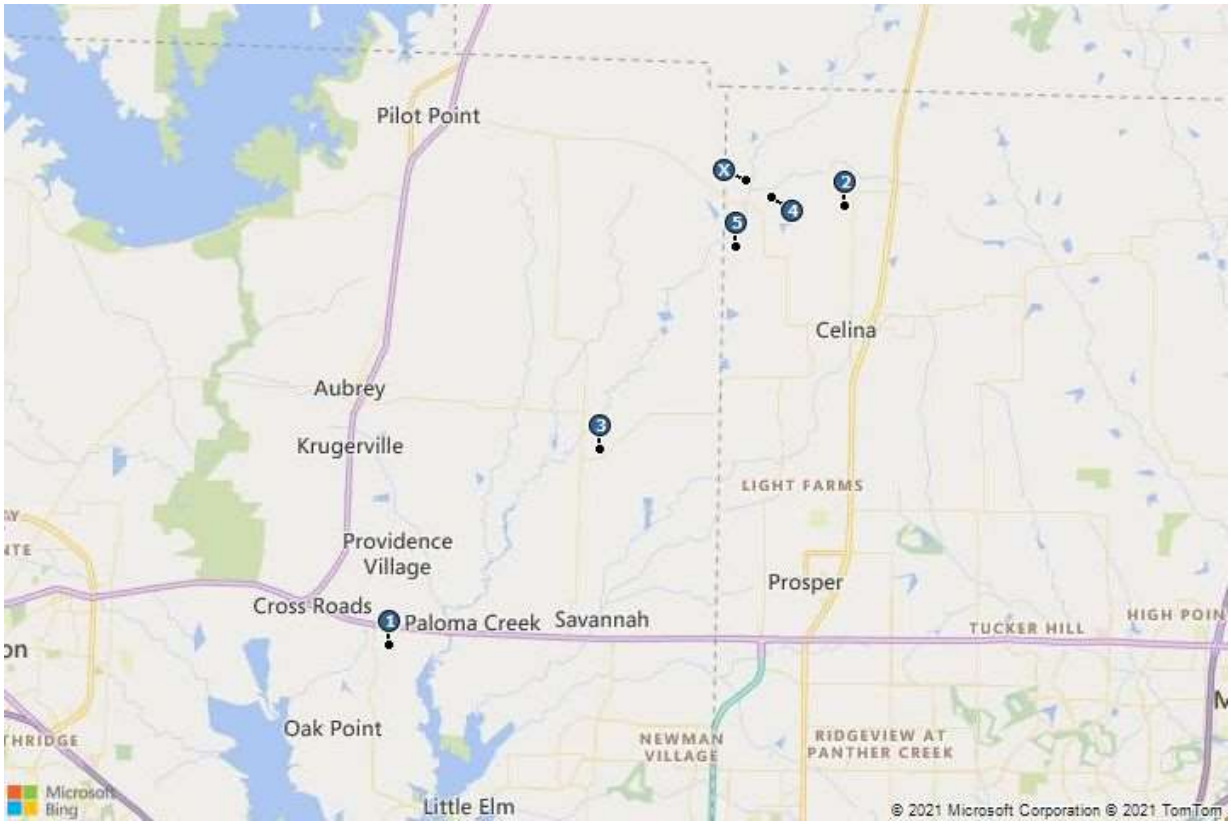
- Location: General Market Area
- Size: 100 Acres and Greater
- Use: Residential Development
- Transaction Date: January 2020 to Present

For this analysis, price per paper lot is used as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - Parcel 12, Pod 3

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Paper Lots; Density (Paper Lots/Ac.)	Zoning	$/Paper Lot	$/Acre
1	Land - 564.6 Acres (Future Spiritis Ranch) Southeast quadrant of US-380 and FM-720 Little Elm Denton County TX	Aug-20 Closed	$50,000,000	24,593,976 564.60	2,115 3.7	Development Agreement - City of Little Elm	$23,641	$88,558
	Comments: This property is being acquired to be developed eventually with 2,135 residential lots with 860 lots (40' x 115'), 947 lots (50' x 115') and 308 lots (60' x 120'). Phase 1 is proposed to be developed initially by March 2022 with 1,044 lots. All of the lots in Phase 1 are under contract to five volume homebuilders (Beazer Homes, D. R. Horton Homes, First Texas Homes, Pulte Homes, and Lennar Homes) at $1,400/front footage. The property is located in the Denton ISD.							
2	Land in Celina ETJ Southwest corner of N. Louisiana Drive and CR-58 Celina ETJ Collin County TX	Mar-21 Closed	$12,727,473	9,726,469 223.29	783 3.5	N/A	$16,255	$57,000
	Comments: Property is in the process or being brought into the city and is planned for 783 lots and is in the Celina ISD.							
3	Edgewood Creek North side of CR-428, east of CR-1358 Celina Denton County TX	Oct-20 Closed	$14,000,000	10,737,801 246.51	847 3.4	Development Agreement/City of Celina	$16,529	$56,794
	Comments: This property was placed within the Edgewood Creek PID before acquisition and is planned with 847 lots on 246.506 acres. The property is located within the Prosper ISD.							
4	Ashton Woods Pod Sale - Dynavest Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive Celina Collin County TX	Aug-21 Closed	$22,990,000	10,802,880 248.00	1,045 4.2	PD	$22,000	$92,702
	Comments: This sale is Parcel 10 from a larger 3,200-acre tract. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
5	Mattamy Pod Sale North side of Fred Smith Parkway, west of FM 455 Celina Collin County TX	Aug-21 Closed	$12,826,000	5,967,720 137.00	583 4.3	PD	$22,000	$93,620
	Comments: This sale is part of a larger 3,200-acre tract to be developed as Legacy Hills. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
	Subject Legacy Hills Parcel Levy Celina, TX			7,927,920 182.00	805 4.4	PD		

Comparable Land Sales Map – Parcel 12, Pod 3





Sale 1
Land - 564.6 Acres (Future Spiritis Ranch)



Sale 2
Land in Celina ETJ



Sale 3
Edgewood Creek



Sale 4
Ashton Woods Pod Sale - Dynavest



Sale 5
Mattamy Pod Sale

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Market Conditions

The sales took place from August 2020 to August 2021. Market conditions have generally been strengthening. The adjustment grid accounts for this trend with upward adjustments over this period through the effective date of value.

The analysis of the comparable sales is described in the following paragraphs.

Land Sale 1 is a 564.60 acre parcel located at the southeast quadrant of US-380 and FM-720, Little Elm, Denton County, TX, with development potential for 2,115 paper lots. The property sold in August 2020 for $50,000,000, or $23,640.66 per paper lot. Upward adjustments are indicated for market conditions 17% and size 20%. Downward adjustments are indicated for location 20% and access/exposure 10%. Overall, an upward adjustment is indicated.

Land Sale 2 is a 223.29 acre parcel located at the southwest corner of N. Louisiana Drive and CR-58, Celina ETJ, Collin County, TX, with development potential for 783 paper lots. The property sold in March 2021 for $12,727,473, or $16,254.75 per paper lot. Upward adjustments are indicated for market conditions 14%, location 10%, and entitlements 20%. Overall, a substantial upward adjustment is indicated.

Land Sale 3 is a 246.51 acre parcel located on the north side of CR-428, east of CR-1358, Celina, Denton County, TX, with development potential for 847 paper lots. The property sold in October 2020 for $14,000,000, or $16,528.93 per paper lot. Upward adjustments are indicated for market conditions 16% and location 30%. Overall, a substantial upward adjustment is indicated.

Land Sale 4 is a 248.00 acre parcel located at the northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive, Celina, Collin County, TX, with development potential for 1,045 paper lots. The property sold in August 2021 for $22,990,000, or $22,000.00 per paper lot. An upward adjustment of 11% is indicated for market conditions.

Land Sale 5 is a 137.00 acre parcel located on the north side of Fred Smith Parkway, west of FM 455, Celina, Collin County, TX, with development potential for 583 paper lots. The property sold in August 2021 for $12,826,000, or $22,000.00 per paper lot. An upward adjustment of 11% is indicated for market conditions.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - Parcel 12, Pod 3

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Address	East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway	Southeast quadrant of US-380 and FM-720	Southwest corner of N. Louisiana Drive and CR-58	North side of CR-428, east of CR-1358	Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive	North side of Fred Smith Parkway, west of FM 455
City	Celina	Little Elm	Celina ETJ	Celina	Celina	Celina
County	Collin	Denton	Collin	Denton	Collin	Collin
State	Texas	TX	TX	TX	TX	TX
Sale Date		Aug-20	Mar-21	Oct-20	Aug-21	Aug-21
Sale Status		Closed	Closed	Closed	Closed	Closed
Sale Price		$50,000,000	$12,727,473	$14,000,000	$22,990,000	$12,826,000
Acres	182.00	564.60	223.29	246.51	248.00	137.00
Number of Paper lots	805	2,115	783	847	1,045	583
Units Per Acre	4	4	4	3	4	4
Price per Paper lot		**$23,641**	**$16,255**	**$16,529**	**$22,000**	**$22,000**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–	–
Conditions of Sale						
% Adjustment		–	–	–	–	–
Market Conditions	7/1/2023	Aug-20	Mar-21	Oct-20	Aug-21	Aug-21
Annual % Adjustment	6%	17%	14%	16%	11%	11%
Cumulative Adjusted Price		**$27,660**	**$18,530**	**$19,174**	**$24,420**	**$24,420**
Location		-20%	10%	30%	–	–
Access/Exposure		-10%	–	–	–	–
Size		20%	–	–	–	–
Shape and Topography		–	–	–	–	–
Zoning		–	–	–	–	–
Entitlements		–	20%	–	–	–
Net $ Adjustment		-$2,766	$5,559	$5,752	$0	$0
Net % Adjustment		-10%	30%	30%	0%	0%
Final Adjusted Price		**$24,894**	**$24,090**	**$24,926**	**$24,420**	**$24,420**
Overall Adjustment		5%	48%	51%	11%	11%

Range of Adjusted Prices	**$24,090 - $24,926**
Average	**$24,550**
Indicated Value	**$24,500**

Land Value Conclusion – Parcel 12, Pod 3

Prior to adjustments, the sales reflect a range of $16,255 - $23,641 per paper lot. After adjustment, the range is narrowed to $24,090 - $24,926 per paper lot, with an average of $24,550 per paper lot. To arrive at an indication of value, primary weight is given to Sales 4 and 5.

Based on the preceding analysis, the land value conclusion is as follows:

Land Value Conclusion	
Indicated Value per Paper lot	$24,500
Subject Paper lots	805
Indicated Value	$19,722,500
Rounded	$19,720,000

Parcel 13 Pod 1 (101.37 Acres)

To apply the sales comparison approach to Parcel 13 Pod 1, the research focused on transactions within the following parameters:

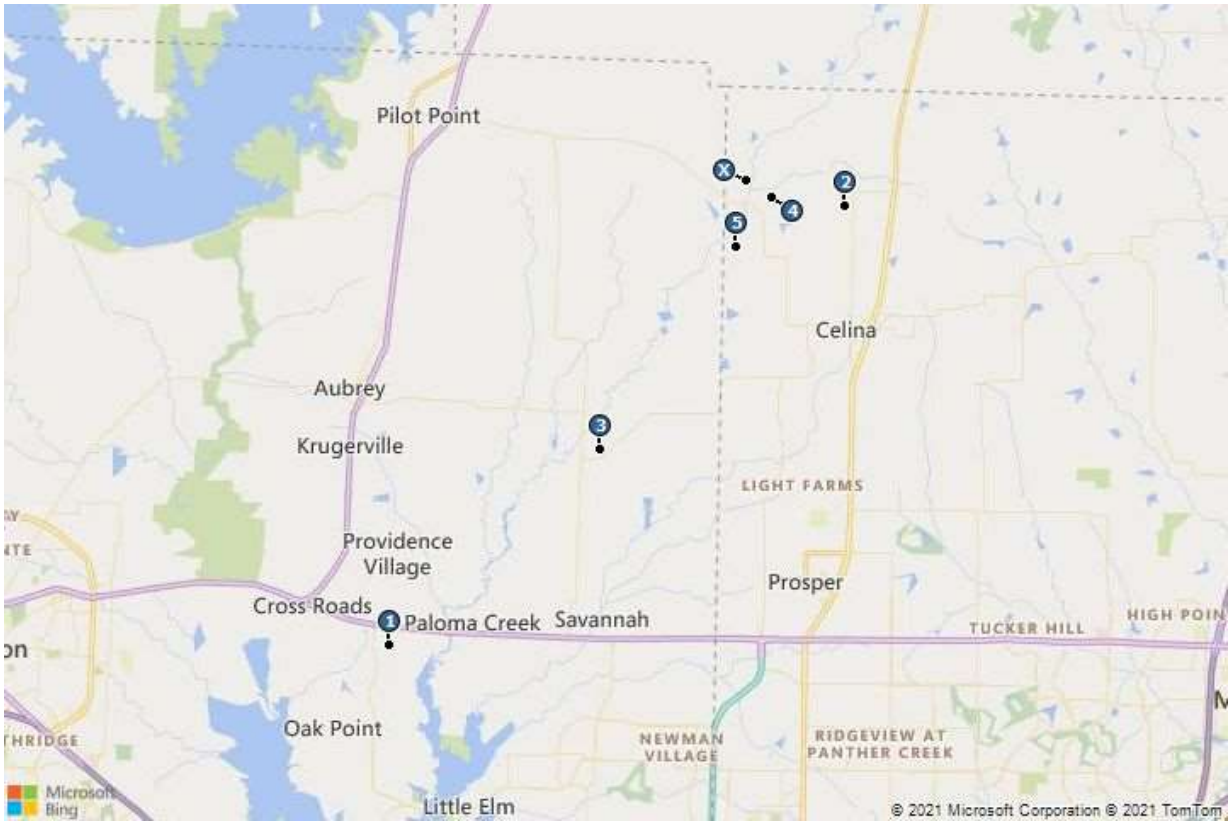
- Location: General Market Area
- Size: 100 Acres and Greater
- Use: Residential Development
- Transaction Date: January 2020 to Present

For this analysis, price per paper lot is used as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table:

Summary of Comparable Land Sales - Parcel 13 Pod 1

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Paper Lots; Density (Paper Lots/Ac.)	Zoning	$/Paper Lot	$/SF Land
1	Land - 564.6 Acres (Future Spiritis Ranch) Southeast quadrant of US-380 and FM-720 Little Elm Denton County TX	Aug-20 Closed	$50,000,000	24,593,976 564.60	2,115 3.7	Development Agreement - City of Little Elm	$23,641	$2.03
	Comments: This property is being acquired to be developed eventually with 2,135 residential lots with 860 lots (40' x 115'), 947 lots (50' x 115') and 308 lots (60' x 120'). Phase 1 is proposed to be developed initially by March 2022 with 1,044 lots. All of the lots in Phase 1 are under contract to five volume homebuilders (Beazer Homes, D. R. Horton Homes, First Texas Homes, Pulte Homes, and Lennar Homes) at $1,400/front footage. The property is located in the Denton ISD.							
2	Land in Celina ETJ Southwest corner of N. Louisiana Drive and CR-58 Celina ETJ Collin County TX	Mar-21 Closed	$12,727,473	9,726,469 223.29	783 3.5	N/A	$16,255	$1.31
	Comments: Property is in the process or being brought into the city and is planned for 783 lots and is in the Celina ISD.							
3	Edgewood Creek North side of CR-428, east of CR-1358 Celina Denton County TX	Oct-20 Closed	$14,000,000	10,737,801 246.51	847 3.4	Development Agreement/City of Celina	$16,529	$1.30
	Comments: This property was placed within the Edgewood Creek PID before acquisition and is planned with 847 lots on 246.506 acres. The property is located within the Prosper ISD.							
4	Ashton Woods Pod Sale - Dynavest Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive Celina Collin County TX	Aug-21 Closed	$22,990,000	10,802,880 248.00	1,045 4.2	PD	$22,000	$2.13
	Comments: This sale is Parcel 10 from a larger 3,200-acre tract. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
5	Mattamy Pod Sale North side of Fred Smith Parkway, west of FM 455 Celina Collin County TX	Aug-21 Closed	$12,826,000	5,967,720 137.00	583 4.3	PD	$22,000	$2.15
	Comments: This sale is part of a larger 3,200-acre tract to be developed as Legacy Hills. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
	Subject Dynavest Parcel Levy Celina, TX			4,415,590 101.37	421 4.2	PD		

Comparable Land Sales Map – Parcel 13 Pod 1





Sale 1
Land - 564.6 Acres (Future Spiritis Ranch)



Sale 2
Land in Celina ETJ



Sale 3
Edgewood Creek



Sale 4
Ashton Woods Pod Sale - Dynavest



Sale 5
Mattamy Pod Sale

Adjustment Factors

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factors	
Effective Sale Price	Accounts for atypical economics of a transaction, such as demolition cost, expenditures by the buyer at time of purchase, or other similar factors. Usually applied directly to sale price on a lump sum basis.
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale, related-parties transaction.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.
Location	Market or submarket area influences on sale price; surrounding land use influences.
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility from main thoroughfares; traffic counts.
Size	Inverse relationship that often exists between parcel size and unit value.
Shape and Topography	Primary physical factors that affect the utility of a site for its highest and best use.
Zoning	Government regulations that affect the types and intensities of uses allowable on a site.
Entitlements	The specific level of governmental approvals attained pertaining to development of a site.

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts, and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Market Conditions

The sales took place from August 2020 to August 2021. Market conditions have generally been strengthening. The adjustment grid accounts for this trend with upward adjustments over this period through the effective date of value.

Analysis and Adjustment of Sales

The analysis of the comparable sales is described in the following paragraphs.

Land Sale 1 is a 564.60 acre parcel located at the southeast quadrant of US-380 and FM-720, Little Elm, Denton County, TX, with development potential for 2,115 paper lots. The property sold in August 2020 for $50,000,000, or $23,640.66 per paper lot. Upward adjustments are indicated for market conditions 17% and size 20%. Downward adjustments are indicated for location 20% and access/exposure 10%. Overall, an upward adjustment is indicated.

Land Sale 2 is a 223.29 acre parcel located at the southwest corner of N. Louisiana Drive and CR-58, Celina ETJ, Collin County, TX, with development potential for 783 paper lots. The property sold in March 2021 for $12,727,473, or $16,254.75 per paper lot. Upward adjustments are indicated for market conditions 14%, location 10%, and entitlements 20%. Overall, a substantial upward adjustment is indicated.

Land Sale 3 is a 246.51 acre parcel located on the north side of CR-428, east of CR-1358, Celina, Denton County, TX, with development potential for 847 paper lots. The property sold in October 2020 for $14,000,000, or $16,528.93 per paper lot. Upward adjustments are indicated for market conditions 16% and location 30%. Overall, a substantial upward adjustment is indicated.

Land Sale 4 is a 248.00 acre parcel located at the northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive, Celina, Collin County, TX, with development potential for 1,045 paper lots. The property sold in August 2021 for $22,990,000, or $22,000.00 per paper lot. An upward adjustment of 11% is indicated for market conditions.

Land Sale 5 is a 137.00 acre parcel located on the north side of Fred Smith Parkway, west of FM 455, Celina, Collin County, TX, with development potential for 583 paper lots. The property sold in August 2021 for $12,826,000, or $22,000.00 per paper lot. An upward adjustment of 11% is indicated for market conditions.

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid - Parcel 13 Pod 1

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Address	East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway	Southeast quadrant of US-380 and FM-720	Southwest corner of N. Louisiana Drive and CR-58	North side of CR-428, east of CR-1358	Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive	North side of Fred Smith Parkway, west of FM 455
City	Celina	Little Elm	Celina ETJ	Celina	Celina	Celina
County	Collin	Denton	Collin	Denton	Collin	Collin
State	Texas	TX	TX	TX	TX	TX
Sale Date		Aug-20	Mar-21	Oct-20	Aug-21	Aug-21
Sale Status		Closed	Closed	Closed	Closed	Closed
Sale Price		$50,000,000	$12,727,473	$14,000,000	$22,990,000	$12,826,000
Acres	101.37	564.60	223.29	246.51	248.00	137.00
Number of Paper lots	421	2,115	783	847	1,045	583
Units Per Acre	4	4	4	3	4	4
Price per Paper lot		**$23,641**	**$16,255**	**$16,529**	**$22,000**	**$22,000**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–	–
Conditions of Sale						
% Adjustment		–	–	–	–	–
Market Conditions	7/1/2023	Aug-20	Mar-21	Oct-20	Aug-21	Aug-21
Annual % Adjustment	6%	17%	14%	16%	11%	11%
Cumulative Adjusted Price		**$27,660**	**$18,530**	**$19,174**	**$24,420**	**$24,420**
Location		-20%	10%	30%	–	–
Access/Exposure		-10%	–	–	–	–
Size		20%	–	–	–	–
Shape and Topography		–	–	–	–	–
Zoning		–	–	–	–	–
Entitlements		–	20%	–	–	–
Net $ Adjustment		-$2,765.96	$5,559.13	$5,752.07	$0.00	$0.00
Net % Adjustment		-10%	30%	30%	0%	0%
Final Adjusted Price		**$24,894**	**$24,090**	**$24,926**	**$24,420**	**$24,420**
Overall Adjustment		5%	48%	51%	11%	11%

Range of Adjusted Prices	**$24,090 - $24,926**
Average	**$24,550**
Indicated Value	**$24,500**

Land Value Conclusion – Parcel 13 Pod 1

Prior to adjustments, the sales reflect a range of $16,255 - $23,641 per paper lot. After adjustment, the range is narrowed to $24,090 - $24,926 per paper lot, with an average of $24,550 per paper lot. To arrive at an indication of value, we place primary emphasis on sales 4 and 5.

Based on the preceding analysis, we reach a land value conclusion as follows:

Land Value Conclusion

Parcel 13 Pod 1	
Indicated Value per Paper lot	$24,500.00
Subject Paper lots	421
Indicated Value	$10,314,500
Rounded	$10,310,000

Parcel 13 Pod 2 (93.67 Acres)

To apply the sales comparison approach to Parcel 13 Pod 2, the research focused on transactions within the following parameters:

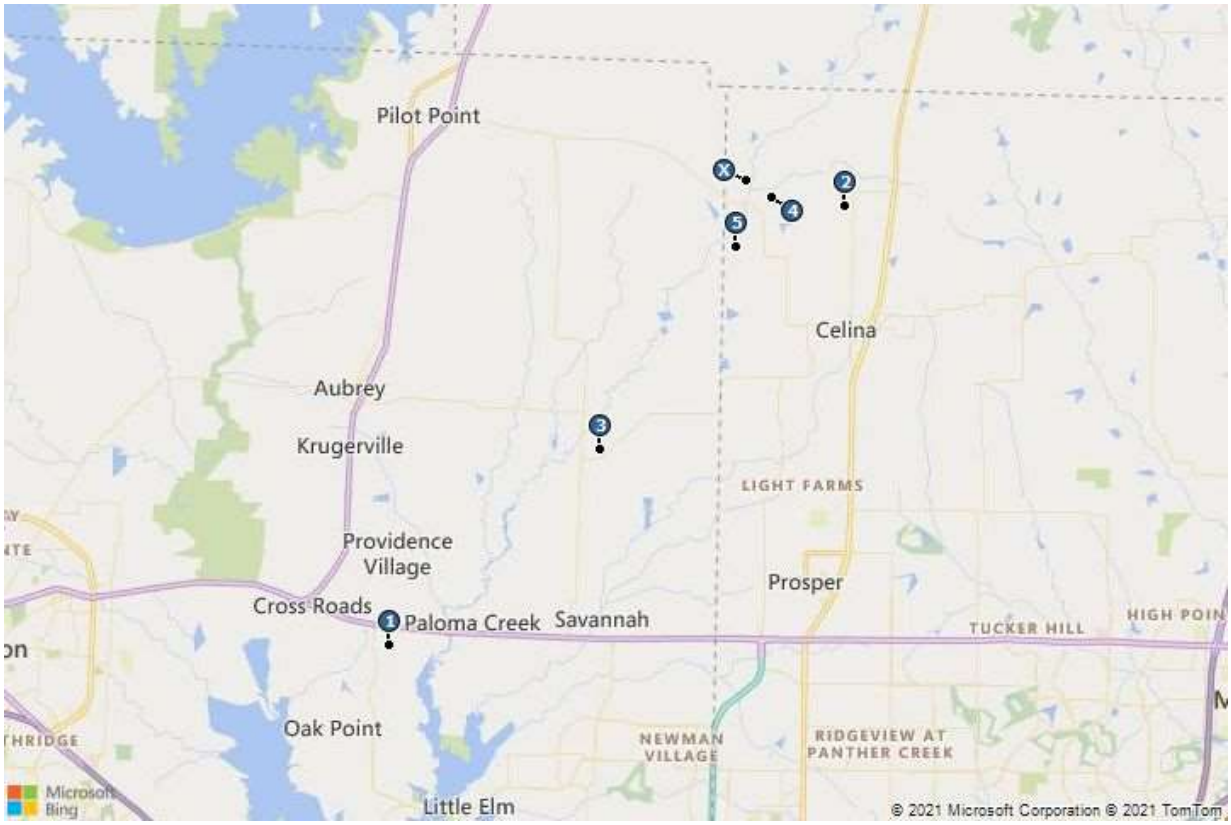
- Location: General Market Area
- Size: 100 Acres and Greater
- Use: Residential Development
- Transaction Date: January 2020 to Present

For this analysis, price per paper lot is used as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - Parcel 13 Pod 2

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Paper Lots; Density (Paper Lots/Ac.)	Zoning	$/Paper Lot	$/Acre
1	Land - 564.6 Acres (Future Spiritis Ranch) Southeast quadrant of US-380 and FM-720 Little Elm Denton County TX	Aug-20 Closed	$50,000,000	24,593,976 564.60	2,115 3.7	Development Agreement - City of Little Elm	$23,641	$88,558
	Comments: This property is being acquired to be developed eventually with 2,135 residential lots with 860 lots (40' x 115'), 947 lots (50' x 115') and 308 lots (60' x 120'). Phase 1 is proposed to be developed initially by March 2022 with 1,044 lots. All of the lots in Phase 1 are under contract to five volume homebuilders (Beazer Homes, D. R. Horton Homes, First Texas Homes, Pulte Homes, and Lennar Homes) at $1,400/front footage. The property is located in the Denton ISD.							
2	Land in Celina ETJ Southwest corner of N. Louisiana Drive and CR-58 Celina ETJ Collin County TX	Mar-21 Closed	$12,727,473	9,726,469 223.29	783 3.5	N/A	$16,255	$57,000
	Comments: Property is in the process or being brought into the city and is planned for 783 lots and is in the Celina ISD.							
3	Edgewood Creek North side of CR-428, east of CR-1358 Celina Denton County TX	Oct-20 Closed	$14,000,000	10,737,801 246.51	847 3.4	Development Agreement/City of Celina	$16,529	$56,794
	Comments: This property was placed within the Edgewood Creek PID before acquisition and is planned with 847 lots on 246.506 acres. The property is located within the Prosper ISD.							
4	Ashton Woods Pod Sale - Dynavest Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive Celina Collin County TX	Aug-21 Closed	$22,990,000	10,802,880 248.00	1,045 4.2	PD	$22,000	$92,702
	Comments: This sale is Parcel 10 from a larger 3,200-acre tract. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
5	Mattamy Pod Sale North side of Fred Smith Parkway, west of FM 455 Celina Collin County TX	Aug-21 Closed	$12,826,000	5,967,720 137.00	583 4.3	PD	$22,000	$93,620
	Comments: This sale is part of a larger 3,200-acre tract to be developed as Legacy Hills. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
	Subject Dynavest Parcel Levy Celina, TX			4,080,265 93.67	399 4.3	PD		

Comparable Land Sales Map – Parcel 13 Pod 2





Sale 1
Land - 564.6 Acres (Future Spiritis Ranch)



Sale 2
Land in Celina ETJ



Sale 3
Edgewood Creek



Sale 4
Ashton Woods Pod Sale - Dynavest



Sale 5
Mattamy Pod Sale

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts, and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Market Conditions

The sales took place from August 2020 to August 2021. Market conditions have generally been strengthening. The adjustment grid accounts for this trend with upward adjustments over this period through the effective date of value.

The analysis of the comparable sales is described in the following paragraphs.

Land Sale 1 is a 564.60 acre parcel located at the southeast quadrant of US-380 and FM-720, Little Elm, Denton County, TX, with development potential for 2,115 units. The property sold in August 2020 for $50,000,000, or $23,640.66 per unit. Upward adjustments are indicated for market conditions 17% and size 20%. Downward adjustments are indicated for location 20% and access/exposure 10%. Overall, an upward adjustment is indicated.

Land Sale 2 is a 223.29 acre parcel located at the southwest corner of N. Louisiana Drive and CR-58, Celina ETJ, Collin County, TX, with development potential for 783 units. The property sold in March 2021 for $12,727,473, or $16,254.75 per unit. Upward adjustments are indicated for market conditions 14%, location 10%, and entitlements 20%. Overall, a substantial upward adjustment is indicated.

Land Sale 3 is a 246.51 acre parcel located on the north side of CR-428, east of CR-1358, Celina, Denton County, TX, with development potential for 847 units. The property sold in October 2020 for $14,000,000, or $16,528.93 per unit. Upward adjustments are indicated for market conditions 16% and location 30%. Overall, a substantial upward adjustment is indicated.

Land Sale 4 is a 248.00 acre parcel located at the northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive, Celina, Collin County, TX, with development potential for 1,045 units. The property sold in August 2021 for $22,990,000, or $22,000.00 per unit. An upward adjustment of 11% is indicated for market conditions.

Land Sale 5 is a 137.00 acre parcel located on the north side of Fred Smith Parkway, west of FM 455, Celina, Collin County, TX, with development potential for 583 units. The property sold in August 2021 for $12,826,000, or $22,000.00 per unit. An upward adjustment of 11% is indicated for market conditions.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - Parcel 13 Pod 2

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Address	East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway	Southeast quadrant of US-380 and FM-720	Southwest corner of N. Louisiana Drive and CR-58	North side of CR-428, east of CR-1358	Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive	North side of Fred Smith Parkway, west of FM 455
City	Celina	Little Elm	Celina ETJ	Celina	Celina	Celina
County	Collin	Denton	Collin	Denton	Collin	Collin
State	Texas	TX	TX	TX	TX	TX
Sale Date		Aug-20	Mar-21	Oct-20	Aug-21	Aug-21
Sale Status		Closed	Closed	Closed	Closed	Closed
Sale Price		$50,000,000	$12,727,473	$14,000,000	$22,990,000	$12,826,000
Acres	93.67	564.60	223.29	246.51	248.00	137.00
Number of Paper Lots	399	2,115	783	847	1,045	583
Units Per Acre	4	4	4	3	4	4
Price per Paper Lot		**$23,641**	**$16,255**	**$16,529**	**$22,000**	**$22,000**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–	–
Conditions of Sale						
% Adjustment		–	–	–	–	–
Market Conditions	7/1/2023	Aug-20	Mar-21	Oct-20	Aug-21	Aug-21
Annual % Adjustment	6%	17%	14%	16%	11%	11%
Cumulative Adjusted Price		**$27,660**	**$18,530**	**$19,174**	**$24,420**	**$24,420**
Location		-20%	10%	30%	–	–
Access/Exposure		-10%	–	–	–	–
Size		20%	–	–	–	–
Shape and Topography		–	–	–	–	–
Zoning		–	–	–	–	–
Entitlements		–	20%	–	–	–
Net $ Adjustment		-$2,766	$5,559	$5,752	$0	$0
Net % Adjustment		-10%	30%	30%	0%	0%
Final Adjusted Price		**$24,894**	**$24,090**	**$24,926**	**$24,420**	**$24,420**
Overall Adjustment		5%	48%	51%	11%	11%

Range of Adjusted Prices	**$24,090 - $24,926**
Average	**$24,550**
Indicated Value	**$24,500**

Land Value Conclusion – Parcel 13 Pod 2

Prior to adjustments, the sales reflect a range of $16,255 - $23,641 per paper lot. After adjustment, the range is narrowed to $24,090 - $24,926 per paper lot, with an average of $24,550 per paper lot. To arrive at an indication of value, we place primary emphasis on sales 4 and 5.

Based on the preceding analysis, the land value conclusion is as follows:

Land Value Conclusion	
Indicated Value per Paper Lot	$24,500
Subject Paper Lots	399
Indicated Value	$9,775,500
Rounded	$9,780,000

Parcel 13 Pod 3 (93.17 Acres)

To apply the sales comparison approach to Parcel 13 Pod 3, the research focused on transactions within the following parameters:

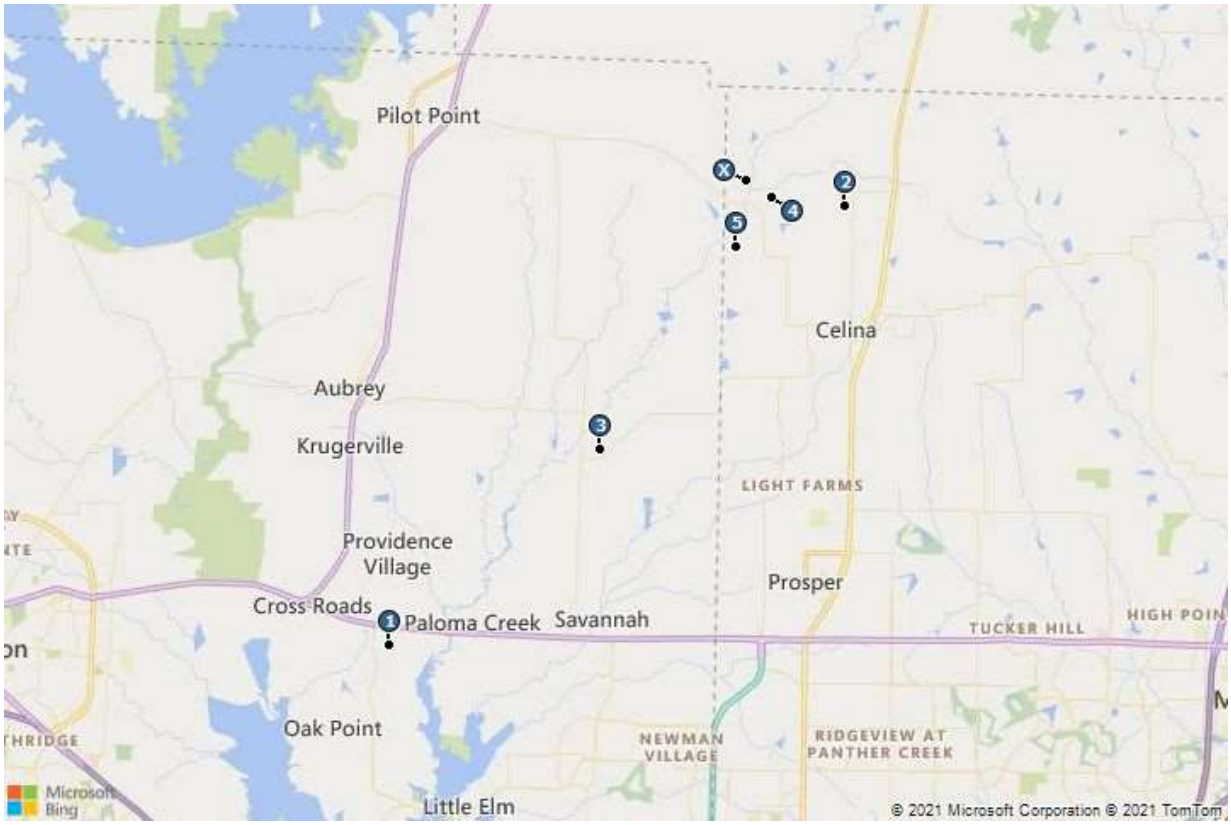
- Location: General Market Area
- Size: 100 Acres and Greater
- Use: Residential Development
- Transaction Date: January 2020 to Present

For this analysis, price per paper lot is used as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - Parcel 13 Pod 3

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Paper Lots; Density (Paper Lots/Ac.)	Zoning	$/Paper Lot	$/Acre
1	Land - 564.6 Acres (Future Spiritis Ranch) Southeast quadrant of US-380 and FM-720 Little Elm Denton County TX	Aug-20 Closed	$50,000,000	24,593,976 564.60	2,115 3.7	Development Agreement - City of Little Elm	$23,641	$88,558
	Comments: This property is being acquired to be developed eventually with 2,135 residential lots with 860 lots (40' x 115'), 947 lots (50' x 115') and 308 lots (60' x 120'). Phase 1 is proposed to be developed initially by March 2022 with 1,044 lots. All of the lots in Phase 1 are under contract to five volume homebuilders (Beazer Homes, D. R. Horton Homes, First Texas Homes, Pulte Homes, and Lennar Homes) at $1,400/front footage. The property is located in the Denton ISD.							
2	Land in Celina ETJ Southwest corner of N. Louisiana Drive and CR-58 Celina ETJ Collin County TX	Mar-21 Closed	$12,727,473	9,726,469 223.29	783 3.5	N/A	$16,255	$57,000
	Comments: Property is in the process or being brought into the city and is planned for 783 lots and is in the Celina ISD.							
3	Edgewood Creek North side of CR-428, east of CR-1358 Celina Denton County TX	Oct-20 Closed	$14,000,000	10,737,801 246.51	847 3.4	Development Agreement/City of Celina	$16,529	$56,794
	Comments: This property was placed within the Edgewood Creek PID before acquisition and is planned with 847 lots on 246.506 acres. The property is located within the Prosper ISD.							
4	Ashton Woods Pod Sale - Dynavest Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive Celina Collin County TX	Aug-21 Closed	$22,990,000	10,802,880 248.00	1,045 4.2	PD	$22,000	$92,702
	Comments: This sale is Parcel 10 from a larger 3,200-acre tract. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
5	Mattamy Pod Sale North side of Fred Smith Parkway, west of FM 455 Celina Collin County TX	Aug-21 Closed	$12,826,000	5,967,720 137.00	583 4.3	PD	$22,000	$93,620
	Comments: This sale is part of a larger 3,200-acre tract to be developed as Legacy Hills. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
	Subject Dynavest Parcel Levy Celina, TX			4,058,485 93.17	396 4.3	PD		

Comparable Land Sales Map – Parcel 13 Pod 3





Sale 1
Land - 564.6 Acres (Future Spiritis Ranch)



Sale 2
Land in Celina ETJ



Sale 3
Edgewood Creek



Sale 4
Ashton Woods Pod Sale - Dynavest



Sale 5
Mattamy Pod Sale

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts, and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Market Conditions

The sales took place from August 2020 to August 2021. Market conditions have generally been strengthening. The adjustment grid accounts for this trend with upward adjustments over this period through the effective date of value.

The analysis of the comparable sales is described in the following paragraphs.

Land Sale 1 is a 564.60 acre parcel located at the southeast quadrant of US-380 and FM-720, Little Elm, Denton County, TX, with development potential for 2,115 units. The property sold in August 2020 for $50,000,000, or $23,640.66 per unit. Upward adjustments are indicated for market conditions 17% and size 20%. Downward adjustments are indicated for location 20% and access/exposure 10%. Overall, an upward adjustment is indicated.

Land Sale 2 is a 223.29 acre parcel located at the southwest corner of N. Louisiana Drive and CR-58, Celina ETJ, Collin County, TX, with development potential for 783 units. The property sold in March 2021 for $12,727,473, or $16,254.75 per unit. Upward adjustments are indicated for market conditions 14%, location 10%, and entitlements 20%. Overall, a substantial upward adjustment is indicated.

Land Sale 3 is a 246.51 acre parcel located on the north side of CR-428, east of CR-1358, Celina, Denton County, TX, with development potential for 847 units. The property sold in October 2020 for $14,000,000, or $16,528.93 per unit. Upward adjustments are indicated for market conditions 16% and location 30%. Overall, a substantial upward adjustment is indicated.

Land Sale 4 is a 248.00 acre parcel located at the northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive, Celina, Collin County, TX, with development potential for 1,045 units. The property sold in August 2021 for $22,990,000, or $22,000.00 per unit. An upward adjustment of 11% is indicated for market conditions.

Land Sale 5 is a 137.00 acre parcel located on the north side of Fred Smith Parkway, west of FM 455, Celina, Collin County, TX, with development potential for 583 units. The property sold in August 2021 for $12,826,000, or $22,000.00 per unit. An upward adjustment of 11% is indicated for market conditions.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - Parcel 13 Pod 3

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Address	East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway	Southeast quadrant of US-380 and FM-720	Southwest corner of N. Louisiana Drive and CR-58	North side of CR-428, east of CR-1358	Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive	North side of Fred Smith Parkway, west of FM 455
City	Celina	Little Elm	Celina ETJ	Celina	Celina	Celina
County	Collin	Denton	Collin	Denton	Collin	Collin
State	Texas	TX	TX	TX	TX	TX
Sale Date		Aug-20	Mar-21	Oct-20	Aug-21	Aug-21
Sale Status		Closed	Closed	Closed	Closed	Closed
Sale Price		$50,000,000	$12,727,473	$14,000,000	$22,990,000	$12,826,000
Acres	93.17	564.60	223.29	246.51	248.00	137.00
Number of Paper lots	396	2,115	783	847	1,045	583
Units Per Acre	4	4	4	3	4	4
Price per Paper lot		**$23,641**	**$16,255**	**$16,529**	**$22,000**	**$22,000**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–	–
Conditions of Sale						
% Adjustment		–	–	–	–	–
Market Conditions	7/1/2023	Aug-20	Mar-21	Oct-20	Aug-21	Aug-21
Annual % Adjustment	6%	17%	14%	16%	11%	11%
Cumulative Adjusted Price		**$27,660**	**$18,530**	**$19,174**	**$24,420**	**$24,420**
Location		-20%	10%	30%	–	–
Access/Exposure		-10%	–	–	–	–
Size		20%	–	–	–	–
Shape and Topography		–	–	–	–	–
Zoning		–	–	–	–	–
Entitlements		–	20%	–	–	–
Net $ Adjustment		-$2,766	$5,559	$5,752	$0	$0
Net % Adjustment		-10%	30%	30%	0%	0%
Final Adjusted Price		**$24,894**	**$24,090**	**$24,926**	**$24,420**	**$24,420**
Overall Adjustment		5%	48%	51%	11%	11%

Range of Adjusted Prices	**$24,090 - $24,926**
Average	**$24,550**
Indicated Value	**$24,500**

Land Value Conclusion – Parcel 13 Pod 3

Prior to adjustments, the sales reflect a range of $16,255 - $23,641 per paper lot. After adjustment, the range is narrowed to $24,090 - $24,926 per paper lot, with an average of $24,550 per paper lot. To arrive at an indication of value, we place primary emphasis on sales 4 and 5.

Based on the preceding analysis, the land value conclusion is as follows:

Land Value Conclusion	
Indicated Value per Paper lot	$24,500
Subject Paper lots	396
Indicated Value	$9,702,000
Rounded	$9,700,000

Parcel 14 Pod 10 (38.63 Acres)

To apply the sales comparison approach to Parcel 14 Pod 10, the research focused on transactions within the following parameters:

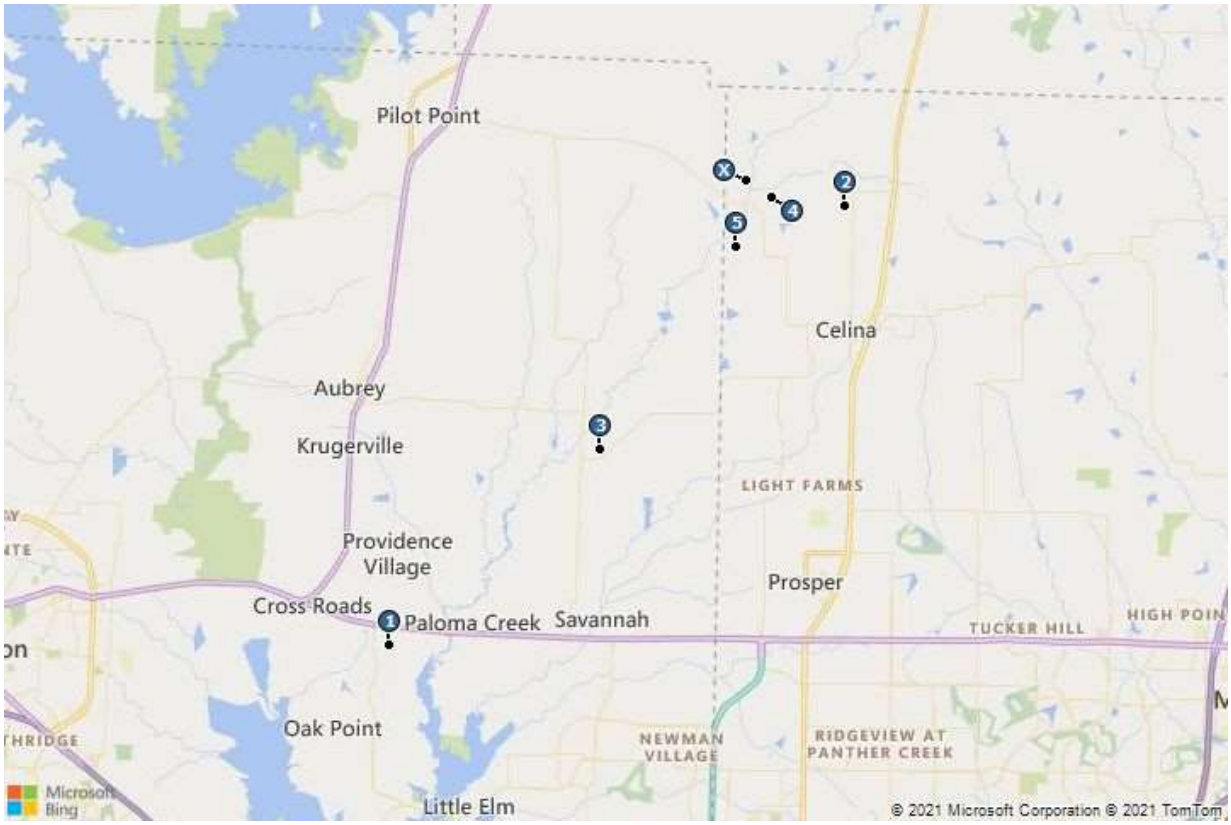
- Location: General Market Area
- Size: 100 Acres and Greater
- Use: Residential Development
- Transaction Date: January 2020 to Present

For this analysis, price per paper lot is used as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - Parcel 14 Pod 10

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Paper Lots; Density (Paper Lots/Ac.)	Zoning	$/Paper Lot	$/Acre
1	Land - 564.6 Acres (Future Spiritis Ranch) Southeast quadrant of US-380 and FM-720 Little Elm Denton County TX	Aug-20 Closed	$50,000,000	24,593,976 564.60	2,115 3.7	Development Agreement - City of Little Elm	$23,641	$88,558
	Comments: This property is being acquired to be developed eventually with 2,135 residential lots with 860 lots (40' x 115'), 947 lots (50' x 115') and 308 lots (60' x 120'). Phase 1 is proposed to be developed initially by March 2022 with 1,044 lots. All of the lots in Phase 1 are under contract to five volume homebuilders (Beazer Homes, D. R. Horton Homes, First Texas Homes, Pulte Homes, and Lennar Homes) at $1,400/front footage. The property is located in the Denton ISD.							
2	Land in Celina ETJ Southwest corner of N. Louisiana Drive and CR-58 Celina ETJ Collin County TX	Mar-21 Closed	$12,727,473	9,726,469 223.29	783 3.5	N/A	$16,255	$57,000
	Comments: Property is in the process or being brought into the city and is planned for 783 lots and is in the Celina ISD.							
3	Edgewood Creek North side of CR-428, east of CR-1358 Celina Denton County TX	Oct-20 Closed	$14,000,000	10,737,801 246.51	847 3.4	Development Agreement/City of Celina	$16,529	$56,794
	Comments: This property was placed within the Edgewood Creek PID before acquisition and is planned with 847 lots on 246.506 acres. The property is located within the Prosper ISD.							
4	Ashton Woods Pod Sale - Dynavest Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive Celina Collin County TX	Aug-21 Closed	$22,990,000	10,802,880 248.00	1,045 4.2	PD	$22,000	$92,702
	Comments: This sale is Parcel 10 from a larger 3,200-acre tract. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
5	Mattamy Pod Sale North side of Fred Smith Parkway, west of FM 455 Celina Collin County TX	Aug-21 Closed	$12,826,000	5,967,720 137.00	583 4.3	PD	$22,000	$93,620
	Comments: This sale is part of a larger 3,200-acre tract to be developed as Legacy Hills. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.							
	Subject Dynavest Parcel Levy Celina, TX			1,682,897 38.63	192 5.0	PD		

Comparable Land Sales Map – Parcel 14 Pod 10





Sale 1
Land - 564.6 Acres (Future Spiritis Ranch)



Sale 2
Land in Celina ETJ



Sale 3
Edgewood Creek



Sale 4
Ashton Woods Pod Sale - Dynavest



Sale 5
Mattamy Pod Sale

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts, and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Market Conditions

The sales took place from August 2020 to August 2021. Market conditions have generally been strengthening. The adjustment grid accounts for this trend with upward adjustments over this period through the effective date of value.

The analysis of the comparable sales is described in the following paragraphs.

Land Sale 1 is a 564.60 acre parcel located at the southeast quadrant of US-380 and FM-720, Little Elm, Denton County, TX, with development potential for 2,115 units. The property sold in August 2020 for $50,000,000, or $23,640.66 per unit. Upward adjustments are indicated for market conditions 17% and size 20%. Downward adjustments are indicated for location 20% and access/exposure 10%. Overall, an upward adjustment is indicated.

Land Sale 2 is a 223.29 acre parcel located at the southwest corner of N. Louisiana Drive and CR-58, Celina ETJ, Collin County, TX, with development potential for 783 units. The property sold in March 2021 for $12,727,473, or $16,254.75 per unit. Upward adjustments are indicated for market conditions 14%, location 10%, and entitlements 20%. Overall, a substantial upward adjustment is indicated.

Land Sale 3 is a 246.51 acre parcel located on the north side of CR-428, east of CR-1358, Celina, Denton County, TX, with development potential for 847 units. The property sold in October 2020 for $14,000,000, or $16,528.93 per unit. Upward adjustments are indicated for market conditions 16% and location 30%. Overall, a substantial upward adjustment is indicated.

Land Sale 4 is a 248.00 acre parcel located at the northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive, Celina, Collin County, TX, with development potential for 1,045 units. The property sold in August 2021 for $22,990,000, or $22,000.00 per unit. An upward adjustment of 11% is indicated for market conditions.

Land Sale 5 is a 137.00 acre parcel located on the north side of Fred Smith Parkway, west of FM 455, Celina, Collin County, TX, with development potential for 583 units. The property sold in August 2021 for $12,826,000, or $22,000.00 per unit. An upward adjustment of 11% is indicated for market conditions.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - Parcel 14 Pod 10

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Address	East side of the Dallas North Tollway, north of proposed G. A. Moore Parkway	Southeast quadrant of US-380 and FM-720	Southwest corner of N. Louisiana Drive and CR-58	North side of CR-428, east of CR-1358	Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive	North side of Fred Smith Parkway, west of FM 455
City	Celina	Little Elm	Celina ETJ	Celina	Celina	Celina
County	Collin	Denton	Collin	Denton	Collin	Collin
State	Texas	TX	TX	TX	TX	TX
Sale Date		Aug-20	Mar-21	Oct-20	Aug-21	Aug-21
Sale Status		Closed	Closed	Closed	Closed	Closed
Sale Price		$50,000,000	$12,727,473	$14,000,000	$22,990,000	$12,826,000
Acres	38.63	564.60	223.29	246.51	248.00	137.00
Number of Paper lots	192	2,115	783	847	1,045	583
Units Per Acre	5	4	4	3	4	4
Price per Paper lot		**$23,641**	**$16,255**	**$16,529**	**$22,000**	**$22,000**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–	–
Conditions of Sale						
% Adjustment		–	–	–	–	–
Market Conditions	7/1/2023	Aug-20	Mar-21	Oct-20	Aug-21	Aug-21
Annual % Adjustment	6%	17%	14%	16%	11%	11%
Cumulative Adjusted Price		**$27,660**	**$18,530**	**$19,174**	**$24,420**	**$24,420**
Location		-20%	10%	30%	–	–
Access/Exposure		-10%	–	–	–	–
Size		20%	–	–	–	–
Shape and Topography		–	–	–	–	–
Zoning		–	–	–	–	–
Entitlements		–	20%	–	–	–
Net $ Adjustment		-$2,766	$5,559	$5,752	$0	$0
Net % Adjustment		-10%	30%	30%	0%	0%
Final Adjusted Price		**$24,894**	**$24,090**	**$24,926**	**$24,420**	**$24,420**
Overall Adjustment		5%	48%	51%	11%	11%

Range of Adjusted Prices	**$24,090 - $24,926**
Average	**$24,550**
Indicated Value	**$24,500**

Land Value Conclusion – Parcel 14 Pod 10

Prior to adjustments, the sales reflect a range of $16,255 - $23,641 per paper lot. After adjustment, the range is narrowed to $24,090 - $24,926 per paper lot, with an average of $24,550 per paper lot. To arrive at an indication of value, we place primary emphasis on sales 4 and 5.

Based on the preceding analysis, the land value conclusion is as follows:

Land Value Conclusion	
Indicated Value per Paper lot	$24,500
Subject Paper lots	192
Indicated Value	$4,704,000
Rounded	$4,700,000

Summary of Land Values

Based on the preceding analyses analysis, the individual values are combined into a final value as follows:

Summary of Land Values

Parcel	Unit of Comparison	Paper Lots	Indicated Value per	Indicated Value	Rounded
Parcel 9, Pod 1	Paper Lots	490	$24,500	$12,005,000	$12,010,000
Parcel 9, Pod 2	Paper Lots	438	$24,500	$10,731,000	$10,730,000
Parcel 9, Pod 3	Paper Lots	583	$24,500	$14,283,500	$14,280,000
Parcel 9, Pod 4	Paper Lots	460	$24,500	$11,270,000	$11,270,000
Parcel 10, Pod 6	Paper Lots	537	$24,500	$13,156,500	$13,160,000
Parcel 10, Pod 7	Paper Lots	508	$24,500	$12,446,000	$12,450,000
Parcel 11, Pod 5	Paper Lots	278	$24,500	$6,811,000	$6,810,000
Parcel 12, Pod 1	Paper Lots	685	$24,500	$16,782,500	$16,780,000
Parcel 12, Pod 2	Paper Lots	763	$24,500	$18,693,500	$18,690,000
Parcel 12, Pod 3	Paper Lots	805	$24,500	$19,722,500	$19,720,000
Parcel 13, Pod 1	Paper Lots	421	$24,500	$10,314,500	$10,310,000
Parcel 13, Pod 2	Paper Lots	399	$24,500	$9,775,500	$9,780,000
Parcel 13, Pod 3	Paper Lots	396	$24,500	$9,702,000	$9,700,000
Parcel 14, Pod 10	Paper Lots	192	$24,500	$4,704,000	$4,700,000

Reconciliation and Conclusion of Value

As discussed previously, we use only the sales comparison approach in developing an opinion of value for the subject. The cost and income approaches are not applicable and are not used.

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our value opinion follows:

Value Conclusions

Parcel	Interest Appraised	Date of Value	Value Conclusion
Parcel 9, Pod 1	Fee Simple	July 1, 2023	$12,010,000
Parcel 9, Pod 2	Fee Simple	July 1, 2023	$10,730,000
Parcel 9, Pod 3	Fee Simple	July 1, 2023	$14,280,000
Parcel 9, Pod 4	Fee Simple	July 1, 2023	$11,270,000
Parcel 10, Pod 6	Fee Simple	July 1, 2023	$13,160,000
Parcel 10, Pod 7	Fee Simple	July 1, 2023	$12,450,000
Parcel 11, Pod 5	Fee Simple	July 1, 2023	$6,810,000
Parcel 12, Pod 1	Fee Simple	July 1, 2023	$16,780,000
Parcel 12, Pod 2	Fee Simple	July 1, 2023	$18,690,000
Parcel 12, Pod 3	Fee Simple	July 1, 2023	$19,720,000
Parcel 13 Pod 1	Fee Simple	July 1, 2023	$10,310,000
Parcel 13 Pod 2	Fee Simple	July 1, 2023	$9,780,000
Parcel 13 Pod 3	Fee Simple	July 1, 2023	$9,700,000
Parcel 14 Pod 10	Fee Simple	July 1, 2023	$4,700,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The subject is proposed construction. Therefore, this report contains a prospective opinion of value. As such, we have assumed that the market conditions as discussed and considered within this report will be similar on the prospective valuation date. Further, we cannot be held responsible for unforeseeable events that alter market conditions prior to this prospective effective date.
2. Our opinion of prospective market value as completed assumes that the proposed improvements are completed in accordance with plans and specifications as of July 1, 2023, the effective appraisal date.
3. **It is noted that the individual site value(s) are not reflective of the value as if all of the subject sites were to be sold in bulk to a single purchaser.**
4. It is noted that the some of the acreage figures for the Pods are not specifically accurate to the sums found on the surveys/legal descriptions found herein. However, as our valuations for these pods are based on the allowable units/paper lots and not the specific land values this does not affect our value opinions. As such, if the number of allowable units changes then a revision of our values may be necessary.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

The value conclusion(s) in this report consider the impact of COVID-19 on the subject property.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on our review of recent sales transactions for similar properties and our analysis of supply and demand in the local market, it is our opinion that the probable exposure time for the subject at the concluded market values stated previously is 6-9 months.

Marketing Time

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject is likely to be the same as the exposure time. Accordingly, we estimate the subject's marketing period at 6-9 months.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have prepared multiple appraisals of the subject property for the current client. We have provided no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Ernest Gatewood did not make a personal inspection of the property that is the subject of this report. Jimmy Jackson, MAI, has not personally inspected the subject. Significant real property appraisal assistance was provided by Garrett Cook, Appraiser Trainee License #1342407 who has not signed this certification.
12. Significant real property appraisal assistance was provided by Garrett Cook, Appraiser Trainee License #1342407 who has not signed this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.

14. As of the date of this report, Jimmy Jackson, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.

15. As of the date of this report, Ernest Gatewood has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.





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Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.

6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding 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, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR - Dallas, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. **IRR - Dallas is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR - Dallas. In addition, it is expressly agreed that in any action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.**

25. IRR - Dallas is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The subject is proposed construction. Therefore, this report contains a prospective opinion of value. As such, we have assumed that the market conditions as discussed and considered within this report will be similar on the prospective valuation date. Further, we cannot be held responsible for unforeseeable events that alter market conditions prior to this prospective effective date.
2. Our opinion of prospective market value as completed assumes that the proposed improvements are completed in accordance with plans and specifications as of July 1, 2023, the effective appraisal date.
3. **It is noted that the individual site value(s) are not reflective of the value as if all of the subject sites were to be sold in bulk to a single purchaser.**
4. It is noted that the some of the acreage figures for the Pods are not specifically accurate to the sums found on the surveys/legal descriptions found herein. However, as our valuations for these pods are based on the allowable units/paper lots and not the specific land values this does not affect our value opinions. As such, if the number of allowable units changes then a revision of our values may be necessary.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Addendum A

Appraiser Qualifications

Jimmy H. Jackson, MAI

Experience

Senior Managing Director with the Dallas, Lubbock/West Texas and Oklahoma City offices of Integra Realty Resources, a full-service real estate consulting and appraisal firm.

Jimmy H. Jackson, MAI has over 35 years of experience as a commercial appraiser as well as years of experience as a seasoned real estate investor. Prior to joining Integra Realty Resources, Jackson was one of the founding partners of JPP Capital Advisors as well as is one of the original two founding partners of Jackson Claborn, Inc. (JCI), a real estate consulting/valuation firm that was established in 1992. JCI grew to have one of the largest staffs of commercial and residential appraisers in the Southwest and has performed valuation and consulting on a vast number of commercial property types across Texas as well as the United States. Mr. Jackson holds the MAI designation and has been involved in the analysis of virtually all types of commercial and residential properties. Mr. Jackson's experience includes consultation and valuation of a wide array of property types including apartment developments, industrial facilities, retail developments, office buildings, single-family subdivisions, single-family residences, condominiums, hotels, golf courses, mixed-use developments, special-use projects and vacant land. In addition to typical real estate valuations and consultations, Mr. Jackson has experience in state and federal courts as an expert witness. Testimony has involved such varied issues as bankruptcy, taxation and condemnation. Mr. Jackson has also been involved in numerous real estate developments and personal real estate investments which includes land acquisition & development, ground-up office build-to-suit development, garden apartment development, student housing development, and single-family lot development.

A major philanthropic achievement for Mr. Jackson was consulting with and influencing family members to provide the start-up expertise as well as the seed funding in 1994 for the formation of The Parent Project for Muscular Dystrophy/PPMD (www.parentprojectmd.org). The PPMD organization has developed into a worldwide non-profit centered to provide research funds for children suffering from Duchenne Muscular Dystrophy. Since inception, the PPMD organization has directly funded more than $50 million in direct research and assisted and helped leverage more than $500 million of other research related to other genetic diseases through government grants and other private funding sources. In 2008, Mr. Jackson received a Humanitarian Award from Texas Gov. Rick Perry for charitable work with National Jewish Hospital in Denver. Mr. Jackson currently serves as a national trustee for the hospital which is the #1 respiratory care hospital in the world.

Mr. Jackson graduated from Texas Tech University in 1984 with a B.B.A. in Finance with a Real Estate Emphasis. Mr. Jackson has served on numerous professional boards, including serving on the Ethics and Counseling Panel of the North Texas Chapter of the Appraisal Institute as well as serving on the Board of Directors as well as being Chair and Co-Chair of the Public Relations Committee.

As a college student, Mr. Jackson was a member of Phi Delta Theta social fraternity and the Texas Tech Finance Association. Mr. Jackson currently serves on the Advisory Board for the Jerry Rawls College of Business Administration (COBA) at Texas Tech University. Mr. Jackson has also served as a guest lecturer on real estate entrepreneurship to upper-level COBA students at Texas Tech over the years. Mr. Jackson and his wife Cherylon Harman Jackson (1984/Finance COBA/Texas Tech University) reside in Plano, Texas and are active members of Parkway Hills Baptist Church in Plano, Texas.

jhjackson@irr.com - (972) 725-7724

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Dallas

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Plano, TX 75093

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F (972) 733-1403

Integra Realty Resources
Lubbock/West Texas

6309 Indiana Avenue, Suite D
Lubbock, TX 79413

T (806) 656-3058

Integra Realty Resources
Oklahoma City

14 NE 13th Street
Oklahoma City, Oklahoma, 73104

T (405) 422-0718

irr.com

Jimmy H. Jackson, MAI

Experience (Cont'd)

Basic Core Real Estate Appraisal Services:

Feasibility Studies, Absorption Studies & Demographic Studies
Highest & Best Use Studies for All Property Types
3rd Party Appraisal Reviews
Detrimental Conditions Valuation & Consulting
Encroachment Analysis
Land Use Studies & Planning/Zoning Studies
Litigation/Litigation Support
In-Depth Market Analysis for All Property Types
Tax Assessment & Mass Appraisal Analysis
Fair & Equitable Appraisal Analysis
Right of Way Analysis Appraisals
Mediation, Arbitration, & Dispute Resolution
Portfolio Valuation & Analysis
Retrospective Valuation Opinions

Appraisal of All Property Types including The Following:

Residential
High-Rise Condominium and Garden-Style Multi-Family and Townhome Projects
High-End Residential Property
Historical Residential Property
All types of Single-Family Appraisals (Conventional, Relocation, Unique / Historical Property)

Land
Acreage (Commercial Mixed-Use)
Subdivided Land (Mixed-Use, Commercial and Industrial)
Standard Single-Family Subdivision Lot development appraisals
PID/MUD Single-Family Subdivision Lot development appraisals

Commercial, Office & Retail
Branch Banks / Financial Building
Convenience Stores / Service Stations
Convention Center / Hotel / Resort /Motel
Office Building (High Rise, over three stories)
Office Building (Low Rise, three stories or less)
Parking Facility (Lot or Garage)
Retail (Single Tenant or Free Standing)
Shopping Center (Local, Strip, Neighborhood, Community, Etc.)
Shopping Center (Power Center, Outlet Center, Lifestyle, Etc.)
Shopping Center (Super Regional, Regional Mall)

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Jimmy H. Jackson, MAI

Experience (Cont'd)

Industrial
Industrial (Heavy (Manufacturing)
Industrial (Small Office Warehouse / Mfg.)
Industrial Light (Distribution, Storage)

Special Purpose
Automobile Dealerships
Church Facilities
Collegiate Student Housing
Self-Serve and Full-Service Car Wash Facilities
Self-Storage Facilities

Professional Activities & Affiliations

Appraisal Institute, Member (MAI) Appraisal Institute

Licenses

Texas, Certified General Real Estate Appraiser, TX 1324004 G, Expires November 2022
Oklahoma, Certified General Real Estate Appraiser, 13279CGA, Expires September 2023

Education

Mr. Jackson is a graduate of Texas Tech University where he received a Bachelor of Business Administration in Finance with a Real Estate Emphasis.

Miscellaneous

Member of Region 8 Ethics and Counseling Regional Panel (1992-1995)
Chair - Public Relations North Texas Chapter (2003, 2004)
Co-Chair - Public Relations North Texas Chapter (2005)
Board Member - North Texas Chapter (2005-2007)

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TALCB

TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **Jimmy Huel Jackson**

License #: **TX 1324004 G**

License Expires: **11/30/2022**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

Ernest Gatewood

Experience

Senior Director PID/MUD/SF Lot Development Valuation Specialist with the Dallas office of Integra Realty Resources DFW, a full-service real estate consulting and appraisal firm.

Mr. Gatewood has been in the appraisal field for almost 40 years. This extensive experience has formed knowledge of the Texas real estate market as well as select areas throughout the entire United States. This experience has formed an understanding of the dynamics of market forces in both increasing, as well as declining markets. Mr. Gatewood began his appraisal career in 1980 at Crosson Dannis, Inc. where he spent 10 years specializing in master-planned communities. Mr. Gatewood's appraisals were utilized in the funding of Legacy Business Park in Plano, Texas as well as Stonebridge Ranch in McKinney, Texas. In 1991, Mr. Gatewood joined Heartland (Seattle, Washington) as Acquisitions Director for Texas. In this role, Mr. Gatewood was key to the development of several single-family subdivisions, a property type which he still specializes into this day. From 1992 until 2017, Mr. Gatewood represented Jackson Claborn, Inc. as the Vice President of the Commercial Division where he has helped manage the production of the commercial appraisal practice which has enhanced JCI's strong commitment to client services.

Mr. Gatewood has experience in appraising commercial, industrial, multifamily, and investment-grade real property and related tangible assets to provide opinions of value for purposes of mortgage lending, sale or purchase, financial reporting, federal tax, capital lease testing, litigation support, allocation of purchase price, estate tax planning/settlement, ad valorem taxation, property exchange, internal planning, and partial taking/just compensation by eminent domain agencies.

Property types include vacant land, agricultural land, rights of way (road and pipeline), shopping centers, single-tenant retail buildings, CBD and suburban office projects, air rights, truck terminals, light industrial facilities, heavy manufacturing plants, corporate headquarters, hospitals, surgery centers, medical office buildings, self-storage facilities, religious facilities, hotels, mixed-use developments, apartment projects, convenience stores, and, single-family subdivision analyses.

Licenses

Texas, Certified General Real Estate Appraiser, TX 1324355 G, Expires December 2022
Texas, Licensed Real Estate Salesman, 277705-32, Expires December 2021

Education

Richland Junior College, Dallas, Texas
The University of North Texas, Denton, Texas

Miscellaneous

An affiliate of the Appraisal Institute

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TALCB
TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **Ernest Elva Gatewood III**
License #: **TX 1324355 G** License Expires: **12/31/2022**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com

Addendum B

IRR Quality Assurance Survey

IRR Quality Assurance Survey

We welcome your feedback!

At IRR, providing a quality work product and delivering on time is what we strive to accomplish. Our local offices are determined to meet your expectations. Please reach out to your local office contact so they can resolve any issues.

Integra Quality Control Team

Integra does have a Quality Control Team that responds to escalated concerns related to a specific assignment as well as general concerns that are unrelated to any specific assignment. We also enjoy hearing from you when we exceed expectations! You can communicate with this team by clicking on the link below. If you would like a follow up call, please provide your contact information and a member of this Quality Control Team will call contact you.

Link to the IRR Quality Assurance Survey: quality.irr.com

Addendum C

Definitions

Definitions

The source of the following definitions is the Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), unless otherwise noted.

As Is Market Value
The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Disposition Value
The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Effective Date
1. The date on which the appraisal or review opinion applies.
2. In a lease document, the date upon which the lease goes into effect.

Entitlement
In the context of ownership, use, or development of real estate, governmental approval for annexation, zoning, utility extensions, number of lots, total floor area, construction permits, and occupancy or use permits.

Entrepreneurial Incentive
The amount an entrepreneur expects to receive for his or her contribution to a project. Entrepreneurial incentive may be distinguished from entrepreneurial profit (often called *developer's profit*) in that it is the expectation of future profit as opposed to the profit actually earned on a development or improvement. The amount of entrepreneurial incentive required for a project represents the economic reward sufficient to motivate an entrepreneur to accept the risk of the project and to invest the time and money necessary in seeing the project through to completion.

Entrepreneurial Profit
1. A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.
2. In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Exposure Time
1. The time a property remains on the market.
2. The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Fee Simple Estate
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR)
The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Highest and Best Use

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (ISV)
3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.
2. The value of an asset to the owner or a prospective owner for individual investment or operational objectives.

Lease

A contract in which rights to use and occupy land, space, or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.

8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Marketing Time
An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Market Value
The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Prospective Opinion of Value
A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Addendum D

Property Information

Property Search

Property ID: 984938 - Tax Year: 2021

General Information

Property ID	984938
Property Status	Active
Geographic ID	R-6254-000-0020-1
Property Type	Real
Property Address	County Road 10 Celina, TX 75009
Total Land Area	50.5024 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	John Davis Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0254 JOHN DAVIS SURVEY, TRACT 2, 50.5024 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$909,043
Total Land Market Value	**$909,043**
Total Market Value	$909,043
Agricultural Use Loss	(-) $903,804
Total Appraised Value	$5,239
Homestead Cap Loss	$0
Total Assessed Value	**$5,239**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 984938 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$243,763
Ag Use Value	1D1
Land Size	13.5424 acres 589,907 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$665,280
Ag Use Value	1D1
Land Size	36.9600 acres 1,609,978 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$909,043	$909,043	$903,804	$5,239	$0	$5,239
2020	$0	$909,043	$909,043	$903,642	$5,401	$0	$5,401
2019	$0	$1,008,000	$1,008,000	$1,001,710	$6,290	$0	$6,290
2018	$0	$1,008,000	$1,008,000	$1,001,750	$6,250	$0	$6,250
2017	$0	$896,000	$896,000	$889,789	$6,211	$0	$6,211

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	STRANGE STEVEN B TRST	DYNAVEST JOINT VENTURE		22880119
04/01/1984	MOORE SANDRA LOUISE POPE	STRANGE STEVEN B TRST		18710202
	** n/a **	MOORE SANDRA LOUISE POPE		

SB 541 – Amends Section 25.027 of the Property Tax Code, effective September 1, 2005

RESTRICTION ON POSTING DETAILED IMPROVEMENT INFORMATION ON INTERNET WEBSITE:

Information in appraisal records may not be posted on the Internet if the information is a photograph, sketch, or floor plan of an improvement to real property that is designed primarily for use as a human residence. This section does not apply to an aerial photograph that depicts five or more separately owned buildings.

HB 394 – Amends Section 25.027 of the Property Tax Code, effective September 1, 2015

RESTRICTION ON POSTING AGE RELATED INFORMATION ON INTERNET WEBSITE:

Information in appraisal records may not be posted on the Internet if the information indicates the age of a property owner, including information indicating that a property owner is 65 years of age or older.

Property Search

Property ID: 984956 - Tax Year: 2021

General Information

Property ID	984956
Property Status	Active
Geographic ID	R-6254-000-0040-1
Property Type	Real
Property Address	County Road 10 Celina, TX 75009
Total Land Area	92.5217 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	John Davis Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0254 JOHN DAVIS SURVEY, TRACT 4, 92.5217 ACRES

Owner Information

Owner ID	182688
Owner Name(s)	Dynavest Joint Venture Allen Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$1,665,391
Total Land Market Value	**$1,665,391**
Total Market Value	$1,665,391
Agricultural Use Loss	(-) $1,655,698
Total Appraised Value	$9,693
Homestead Cap Loss	$0
Total Assessed Value	**$9,693**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 984956 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$477,391
Ag Use Value	1D1
Land Size	26.5217 acres 1,155,285 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$1,168,000
Ag Use Value	1D1
Land Size	66.0000 acres 2,874,960 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$1,665,391	$1,665,391	$1,656,698	$9,693	$0	$9,693
2020	$0	$1,665,391	$1,665,391	$1,655,407	$9,984	$0	$9,984
2019	$0	$1,800,000	$1,800,000	$1,788,768	$11,232	$0	$11,232
2018	$0	$1,800,000	$1,800,000	$1,788,840	$11,160	$0	$11,160
2017	$0	$1,600,000	$1,600,000	$1,588,908	$11,092	$0	$11,092

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	STRANGE STEVEN B TRST	DYNAVEST JOINT VENTURE		22660119
04/01/1984	MOORE SANDRA POPE	STRANGE STEVEN B TRST		18710202
	** n/a **	MOORE SANDRA POPE		

SB 541 – Amends Section 25.027 of the Property Tax Code, effective September 1, 2005

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Property Search

Property ID: 985660 - Tax Year: 2021

General Information

Property ID	985660
Property Status	Active
Geographic ID	R-6665-000-0020-1
Property Type	Real
Property Address	County Road 58 Celina, TX 75009
Total Land Area	19.7500 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	P Newsome Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0665 P NEWSOME SURVEY, TRACT 2, 19.75 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$355,500
Total Land Market Value	**$355,500**
Total Market Value	$355,500
Agricultural Use Loss	(-) $353,023
Total Appraised Value	$2,477
Homestead Cap Loss	$0
Total Assessed Value	**$2,477**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 985660 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$120,870
Ag Use Value	1D1
Land Size	6.7150 acres 292,505 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$234,630
Ag Use Value	1D1
Land Size	13.0350 acres 567,805 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$355,500	$355,500	$353,023	$2,477	$0	$2,477
2020	$0	$355,500	$355,500	$352,984	$2,516	$0	$2,516
2019	$0	$355,500	$355,500	$352,965	$2,535	$0	$2,535
2018	$0	$355,500	$355,500	$352,965	$2,535	$0	$2,535
2017	$0	$316,000	$316,000	$313,484	$2,516	$0	$2,516

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	WILLIAMS MAX TRUSTEE	DYNAVEST JOINT VENTURE		22660110
12/01/1983	ALEXANDER ROBERT E JR	WILLIAMS MAX TRUSTEE		17960663
02/01/1983	ALEXANDER ROBERT E JR	ALEXANDER ROBERT E JR		16440609

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Property Search

Property ID: 989336 - Tax Year: 2021

General Information

Property ID	989336
Property Status	Active
Geographic ID	R-6019-000-0010-1
Property Type	Real
Total Land Area	146.0800 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	Elias Alexander Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0019 ELIAS ALEXANDER SURVEY, TRACT 1, 146.08 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$2,629,440
Total Land Market Value	**$2,629,440**
Total Market Value	$2,629,440
Agricultural Use Loss	(-) $2,611,118
Total Appraised Value	$18,322
Homestead Cap Loss	$0
Total Assessed Value	**$18,322**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 989336 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$894,060
Ag Use Value	1D1
Land Size	49.6700 acres 2,163,625 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$1,735,380
Ag Use Value	1D1
Land Size	96.4100 acres 4,199,620 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$2,629,440	$2,629,440	$2,611,118	$18,322	$0	$18,322
2020	$0	$2,629,440	$2,629,440	$2,610,829	$18,611	$0	$18,611
2019	$0	$2,629,440	$2,629,440	$2,610,689	$18,751	$0	$18,751
2018	$0	$2,629,440	$2,629,440	$2,610,691	$18,749	$0	$18,749
2017	$0	$2,337,280	$2,337,280	$2,318,675	$18,605	$0	$18,605

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	STRANGE STEVEN B TRST	DYNAVEST JOINT VENTURE		22660119
04/01/1984	MOORE SANDRA POPE	STRANGE STEVEN B TRST		18710202
	** n/a **	MOORE SANDRA POPE		

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Property Search

Property ID: 989345 - Tax Year: 2021

General Information

Property ID	989345
Property Status	Active
Geographic ID	R-6019-000-0020-1
Property Type	Real
Total Land Area	206.7000 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	Elias Alexander Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0019 ELIAS ALEXANDER SURVEY, TRACT 2, 206.7 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$3,720,600
Total Land Market Value	**$3,720,600**
Total Market Value	$3,720,600
Agricultural Use Loss	(-) $3,694,675
Total Appraised Value	$25,925
Homestead Cap Loss	$0
Total Assessed Value	**$25,925**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 989345 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$1,265,040
Ag Use Value	1D1
Land Size	70.2800 acres 3,061,397 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$2,455,560
Ag Use Value	1D1
Land Size	136.4200 acres 5,942,455 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$3,720,600	$3,720,600	$3,694,675	$25,925	$0	$25,925
2020	$0	$3,720,600	$3,720,600	$3,694,266	$26,334	$0	$26,334
2019	$0	$3,720,600	$3,720,600	$3,694,068	$26,532	$0	$26,532
2018	$0	$3,720,600	$3,720,600	$3,694,072	$26,528	$0	$26,528
2017	$0	$3,307,200	$3,307,200	$3,280,874	$26,326	$0	$26,326

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	WILLIAMS MAX TRUSTEE	DYNAVEST JOINT VENTURE		22880110
12/01/1983	ALEXANDER ROBT E JR	WILLIAMS MAX TRUSTEE		17960863
02/01/1983	ALEXANDER ROBT E JR	ALEXANDER ROBT E JR		16440609

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Property Search

Property ID: 989372 - Tax Year: 2021

General Information

Property ID	989372
Property Status	Active
Geographic ID	R-6024-000-0020-1
Property Type	Real
Total Land Area	6.5000 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	W P Allen Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0024 W P ALLEN SURVEY, TRACT 2, 6.5 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$117,000
Total Land Market Value	**$117,000**
Total Market Value	$117,000
Agricultural Use Loss	(-) $116,300
Total Appraised Value	$700
Homestead Cap Loss	$0
Total Assessed Value	**$700**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 989372 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$39,780
Ag Use Value	1D1
Land Size	2.2100 acres 96,268 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$77,220
Ag Use Value	1D1
Land Size	4.2900 acres 186,872 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$117,000	$117,000	$116,300	$700	$0	$700
2020	$0	$117,000	$117,000	$116,281	$719	$0	$719
2019	$0	$117,000	$117,000	$116,270	$730	$0	$730
2018	$0	$117,000	$117,000	$116,275	$725	$0	$725
2017	$0	$104,000	$104,000	$103,279	$721	$0	$721

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	MOORE SANDRA LOUISE POPE	DYNAVEST JOINT VENTURE		22880119
	** n/a **	MOORE SANDRA LOUISE POPE		

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Property Search

Property ID: 989700 - Tax Year: 2021

General Information

Property ID	989700
Property Status	Active
Geographic ID	R-6051-000-0010-1
Property Type	Real
Total Land Area	160.0000 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	J H Biggs Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0051 J H BIGGS SURVEY, TRACT 1, 160.0 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$2,880,000
Total Land Market Value	**$2,880,000**
Total Market Value	$2,880,000
Agricultural Use Loss	(-) $2,859,933
Total Appraised Value	$20,067
Homestead Cap Loss	$0
Total Assessed Value	**$20,067**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 989700 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$979,200
Ag Use Value	1D1
Land Size	54.4000 acres 2,369,664 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$1,900,800
Ag Use Value	1D1
Land Size	105.8000 acres 4,599,936 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$2,880,000	$2,880,000	$2,859,933	$20,067	$0	$20,067
2020	$0	$2,880,000	$2,880,000	$2,859,616	$20,384	$0	$20,384
2019	$0	$2,880,000	$2,880,000	$2,859,462	$20,538	$0	$20,538
2018	$0	$2,880,000	$2,880,000	$2,859,465	$20,535	$0	$20,535
2017	$0	$2,560,000	$2,560,000	$2,539,623	$20,377	$0	$20,377

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	WILLIAMS MAX TRUSTEE	DYNAVEST JOINT VENTURE		22880125
05/01/1865	** n/a **	OWEN B B EST		08530554
01/01/1984	OWEN B B EST	WILLIAMS MAX TRUSTEE		18240207

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Property Search

Property ID: 990967 - Tax Year: 2021

General Information

Property ID	990967
Property Status	Active
Geographic ID	R-6131-000-0010-1
Property Type	Real
Property Address	County Road 58 Celina, TX 75009
Total Land Area	642.7930 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	B B B & C Ry Co Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0131 B B B & C RY CO SURVEY, TRACT 1, 642.793 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$11,570,274
Total Land Market Value	**$11,570,274**
Total Market Value	$11,570,274
Agricultural Use Loss	(-) $11,489,654
Total Appraised Value	$80,620
Homestead Cap Loss	$0
Total Assessed Value	**$80,620**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 990967 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$3,934,080
Ag Use Value	1D1
Land Size	218.5600 acres 9,520,474 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$7,636,194
Ag Use Value	1D1
Land Size	424.2330 acres 18,479,589 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$11,570,274	$11,570,274	$11,489,654	$80,620	$0	$80,620
2020	$0	$11,570,274	$11,570,274	$11,488,381	$81,893	$0	$81,893
2019	$0	$11,570,274	$11,570,274	$11,487,764	$82,510	$0	$82,510
2018	$0	$11,570,274	$11,570,274	$11,487,777	$82,497	$0	$82,497
2017	$0	$10,284,688	$10,284,688	$10,202,822	$81,866	$0	$81,866

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	WILLIAMS MAX TRUSTEE	DYNAVEST JOINT VENTURE		22660110
12/01/1983	ALEXANDER ROBERT E JR	WILLIAMS MAX TRUSTEE		17960663
02/01/1983	ALEXANDER ROBERT E JR	ALEXANDER ROBERT E JR		16440609

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Property Search

Property ID: 993045 - Tax Year: 2021

General Information

Property ID	993045
Property Status	Active
Geographic ID	R-6191-000-0010-1
Property Type	Real
Property Address	FM 455 Celina, TX 75409
Total Land Area	109.2500 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	Henry Cachran Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0191 HENRY CACHRAN SURVEY, TRACT 1, 109.25 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$1,966,500
Total Land Market Value	**$1,966,500**
Total Market Value	$1,966,500
Agricultural Use Loss	(-) $1,952,008
Total Appraised Value	$14,492
Homestead Cap Loss	$0
Total Assessed Value	**$14,492**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 993045 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$894,240
Ag Use Value	1D1
Land Size	49.6800 acres 2,164,061 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$1,072,260
Ag Use Value	1D1
Land Size	59.5700 acres 2,594,869 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$1,966,500	$1,966,500	$1,952,008	$14,492	$0	$14,492
2020	$0	$1,966,500	$1,966,500	$1,951,829	$14,671	$0	$14,671
2019	$0	$1,966,500	$1,966,500	$1,951,799	$14,701	$0	$14,701
2018	$0	$1,966,500	$1,966,500	$1,951,840	$14,660	$0	$14,660
2017	$0	$1,748,000	$1,748,000	$1,733,409	$14,591	$0	$14,591

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	STRANGE STEVEN B TRST	DYNAVEST JOINT VENTURE		22660114
04/01/1984	FARISH LOUISE MRS	STRANGE STEVEN B TRST		18710192
	** n/a **	FARISH LOUISE MRS		

SB 541 – Amends Section 25.027 of the Property Tax Code, effective September 1, 2005

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Property Search

Property ID: 993054 - Tax Year: 2021

General Information

Property ID	993054
Property Status	Active
Geographic ID	R-6192-000-0010-1
Property Type	Real
Total Land Area	217.5400 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	Henry Cochran Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0192 HENRY COCHRAN SURVEY, TRACT 1, 217.54 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$3,915,720
Total Land Market Value	**$3,915,720**
Total Market Value	$3,915,720
Agricultural Use Loss	(-) $3,888,437
Total Appraised Value	$27,283
Homestead Cap Loss	$0
Total Assessed Value	**$27,283**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 993054 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$1,331,280
Ag Use Value	1D1
Land Size	73.9600 acres 3,221,698 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$2,584,440
Ag Use Value	1D1
Land Size	143.5800 acres 6,254,345 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$3,915,720	$3,915,720	$3,888,437	$27,283	$0	$27,283
2020	$0	$3,915,720	$3,915,720	$3,888,006	$27,714	$0	$27,714
2019	$0	$3,915,720	$3,915,720	$3,887,797	$27,923	$0	$27,923
2018	$0	$3,915,720	$3,915,720	$3,887,801	$27,919	$0	$27,919
2017	$0	$3,480,640	$3,480,640	$3,452,935	$27,705	$0	$27,705

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	WILLIAMS MAX TRUSTEE	DYNAVEST JOINT VENTURE		22660110
12/01/1983	ALEXANDER ROBERT E JR	WILLIAMS MAX TRUSTEE		17960663
02/01/1983	ALEXANDER ROBERT E JR	ALEXANDER ROBERT E JR		16440609

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Property Search

Property ID: 995089 - Tax Year: 2021

General Information

Property ID	995089
Property Status	Active
Geographic ID	R-6442-000-0020-1
Property Type	Real
Total Land Area	37.9740 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	Jonathan Howard Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0442 JONATHAN HOWARD SURVEY, TRACT 2, 37.974 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$683,532
Total Land Market Value	**$683,532**
Total Market Value	$683,532
Agricultural Use Loss	(-) $679,441
Total Appraised Value	$4,091
Homestead Cap Loss	$0
Total Assessed Value	**$4,091**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 995089 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$232,920
Ag Use Value	1D1
Land Size	12.9400 acres 563,668 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$450,612
Ag Use Value	1D1
Land Size	25.0340 acres 1,090,481 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$683,532	$683,532	$679,441	$4,091	$0	$4,091
2020	$0	$683,532	$683,532	$679,328	$4,204	$0	$4,204
2019	$0	$683,532	$683,532	$679,266	$4,266	$0	$4,266
2018	$0	$683,532	$683,532	$679,293	$4,239	$0	$4,239
2017	$0	$607,584	$607,584	$603,371	$4,213	$0	$4,213

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	MOORE POPE SANDRA LOUISE	DYNAVEST JOINT VENTURE		22880119
	FARISH LOUISE MRS	MOORE POPE SANDRA LOUISE		
	** n/a **	FARISH LOUISE MRS		

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Property Search

Property ID: 995178 - Tax Year: 2021

General Information

Property ID	995178
Property Status	Active
Geographic ID	R-6453-000-0020-1
Property Type	Real
Property Address	FM 455 Celina, TX 75009
Total Land Area	1.7100 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	J W Haynes Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0453 J W HAYNES SURVEY, TRACT 2, 1.71 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$30,780
Total Land Market Value	**$30,780**
Total Market Value	$30,780
Agricultural Use Loss	(-) $30,565
Total Appraised Value	$215
Homestead Cap Loss	$0
Total Assessed Value	**$215**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 995178 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$10,440
Ag Use Value	1D1
Land Size	0.5800 acres 25,265 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$20,340
Ag Use Value	1D1
Land Size	1.1300 acres 49,223 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$30,780	$30,780	$30,565	$215	$0	$215
2020	$0	$30,780	$30,780	$30,562	$218	$0	$218
2019	$0	$30,780	$30,780	$30,561	$219	$0	$219
2018	$0	$30,780	$30,780	$30,561	$219	$0	$219
2017	$0	$27,360	$27,360	$27,142	$218	$0	$218

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	MOORE SANDRA POPE	DYNAVEST JOINT VENTURE		2288/114
	** n/a **	MOORE SANDRA POPE		

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Property Search

Property ID: 997201 - Tax Year: 2021

General Information

Property ID	997201
Property Status	Active
Geographic ID	R-6869-000-0010-1
Property Type	Real
Total Land Area	161.9100 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	J F Smiley Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0869 J F SMILEY SURVEY, TRACT 1, 161.91 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$2,914,380
Total Land Market Value	**$2,914,380**
Total Market Value	$2,914,380
Agricultural Use Loss	(-) $2,894,074
Total Appraised Value	$20,306
Homestead Cap Loss	$0
Total Assessed Value	**$20,306**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 997201 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$990,900
Ag Use Value	1D1
Land Size	55.0500 acres 2,397,978 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$1,923,480
Ag Use Value	1D1
Land Size	106.8600 acres 4,654,822 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$2,914,380	$2,914,380	$2,894,074	$20,306	$0	$20,306
2020	$0	$2,914,380	$2,914,380	$2,893,753	$20,627	$0	$20,627
2019	$0	$2,914,380	$2,914,380	$2,893,597	$20,783	$0	$20,783
2018	$0	$2,914,380	$2,914,380	$2,893,601	$20,779	$0	$20,779
2017	$0	$2,590,560	$2,590,560	$2,569,939	$20,621	$0	$20,621

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	WILLIAMS MAX TRUSTEE	DYNAVEST JOINT VENTURE		22880125
01/01/1984	OWEN B B	WILLIAMS MAX TRUSTEE		18240207
	** n/a **	OWEN B B		

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Property Search

Property ID: 997265 - Tax Year: 2021

General Information

Property ID	997265
Property Status	Active
Geographic ID	R-6876-000-0030-1
Property Type	Real
Total Land Area	22.3100 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	S A & M G Ry Co Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0876 S A & M G RY CO SURVEY, TRACT 3, 22.31 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$401,580
Total Land Market Value	**$401,580**
Total Market Value	$401,580
Agricultural Use Loss	(-) $399,177
Total Appraised Value	$2,403
Homestead Cap Loss	$0
Total Assessed Value	**$2,403**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 997265 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$136,620
Ag Use Value	1D1
Land Size	7.5900 acres 330,620 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$264,960
Ag Use Value	1D1
Land Size	14.7200 acres 641,203 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$401,580	$401,580	$399,177	$2,403	$0	$2,403
2020	$0	$401,580	$401,580	$399,110	$2,470	$0	$2,470
2019	$0	$401,580	$401,580	$399,074	$2,506	$0	$2,506
2018	$0	$401,580	$401,580	$399,090	$2,490	$0	$2,490
2017	$0	$356,960	$356,960	$354,485	$2,475	$0	$2,475

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	WILLIAMS MAX TRUSTEE	DYNAVEST JOINT VENTURE		22880110
12/01/1983	ALEXANDER ROBT E JR	WILLIAMS MAX TRUSTEE		17960863
02/01/1983	ALEXANDER ROBT E JR	ALEXANDER ROBT E JR		16440609

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Property Search

Property ID: 1003835 - Tax Year: 2021

General Information

Property ID	1003835
Property Status	Active
Geographic ID	R-6356-001-0020-1
Property Type	Real
Property Address	County Road 9 Celina, TX 75009
Total Land Area	516.0282 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	German Emigration Co Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0356 GERMAN EMIGRATION CO SURVEY, SHEET 1, TRACT 2, 516.0282 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$9,288,508
Total Land Market Value	**$9,288,508**
Total Market Value	$9,288,508
Agricultural Use Loss	(-) $9,224,373
Total Appraised Value	$64,135
Homestead Cap Loss	$0
Total Assessed Value	**$64,135**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 1003835 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$2,990,668
Ag Use Value	1D1
Land Size	166.1482 acres 7,237,416 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$6,297,840
Ag Use Value	1D1
Land Size	349.8800 acres 15,240,773 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$9,288,508	$9,288,508	$9,224,373	$64,135	$0	$64,135
2020	$0	$9,288,508	$9,288,508	$9,223,324	$65,184	$0	$65,184
2019	$0	$9,688,734	$9,688,734	$9,619,352	$69,382	$0	$69,382
2018	$0	$9,688,734	$9,688,734	$9,619,379	$69,355	$0	$69,355
2017	$0	$8,612,208	$8,612,208	$8,543,365	$68,843	$0	$68,843

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	STRANGE STEVEN B TRST	DYNAVEST JOINT VENTURE		22660114
04/01/1984	FARISH LOUISE	STRANGE STEVEN B TRST		18710192
	** n/a **	FARISH LOUISE		

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Property Search

Property ID: 1010373 - Tax Year: 2021

General Information

Property ID	1010373
Property Status	Active
Geographic ID	R-6733-000-0040-1
Property Type	Real
Total Land Area	80.3800 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	Jeremiah Queen Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0733 JEREMIAH QUEEN SURVEY, TRACT 4, 80.38 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$1,446,840
Total Land Market Value	**$1,446,840**
Total Market Value	$1,446,840
Agricultural Use Loss	(-) $1,437,549
Total Appraised Value	$9,291
Homestead Cap Loss	$0
Total Assessed Value	**$9,291**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 1010373 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$286,220
Ag Use Value	1D1
Land Size	14.7800 acres 644,252 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$1,180,620
Ag Use Value	1D1
Land Size	65.5900 acres 2,857,100 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$1,446,840	$1,446,840	$1,437,549	$9,291	$0	$9,291
2020	$0	$1,446,840	$1,446,840	$1,437,352	$9,488	$0	$9,488
2019	$0	$1,446,840	$1,446,840	$1,437,199	$9,641	$0	$9,641
2018	$0	$1,446,840	$1,446,840	$1,437,164	$9,676	$0	$9,676
2017	$0	$1,286,080	$1,286,080	$1,276,520	$9,560	$0	$9,560

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	DYNAVEST JV	DYNAVEST JOINT VENTURE		22680114
01/01/1986	DYNAVEST JV	DYNAVEST JV		22680114
01/01/1986	STRANGE STEVEN B TRST	DYNAVEST JV		22680114

SB 541 – Amends Section 25.027 of the Property Tax Code, effective September 1, 2005

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Property Search

Property ID: 1010391 - Tax Year: 2021

General Information

Property ID	1010391
Property Status	Active
Geographic ID	R-6735-000-0010-1
Property Type	Real
Property Address	County Road 9 Celina, TX 75009
Total Land Area	175.6700 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	John Ragsdale Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0735 JOHN RAGSDALE SURVEY, TRACT 1, 175.67 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$3,162,060
Total Land Market Value	**$3,162,060**
Total Market Value	$3,162,060
Agricultural Use Loss	(-) $3,140,027
Total Appraised Value	$22,033
Homestead Cap Loss	$0
Total Assessed Value	**$22,033**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 1010391 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$1,075,140
Ag Use Value	1D1
Land Size	59.7300 acres 2,601,839 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$2,086,920
Ag Use Value	1D1
Land Size	115.9400 acres 5,050,346 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$3,162,060	$3,162,060	$3,140,027	$22,033	$0	$22,033
2020	$0	$3,162,060	$3,162,060	$3,139,679	$22,381	$0	$22,381
2019	$0	$3,162,060	$3,162,060	$3,139,511	$22,549	$0	$22,549
2018	$0	$3,162,060	$3,162,060	$3,139,515	$22,545	$0	$22,545
2017	$0	$2,810,720	$2,810,720	$2,788,347	$22,373	$0	$22,373

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	STRANGE STEVEN B TRST	DYNAVEST JOINT VENTURE		22660114
04/01/1984	FARISH LOUISE MRS	STRANGE STEVEN B TRST		18710192
	** n/a **	FARISH LOUISE MRS		

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Property Search

Property ID: 1014315 - Tax Year: 2021

General Information

Property ID	1014315
Property Status	Active
Geographic ID	R-7036-000-0010-1
Property Type	Real
Property Address	FM 455 Celina, TX 75009
Total Land Area	35.0000 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	J R Worrall Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A1036 J R WORRALL SURVEY, TRACT 1, 35.0 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$630,000
Total Land Market Value	**$630,000**
Total Market Value	$630,000
Agricultural Use Loss	(-) $625,611
Total Appraised Value	$4,389
Homestead Cap Loss	$0
Total Assessed Value	**$4,389**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 1014315 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$214,200
Ag Use Value	1D1
Land Size	11.9000 acres 518,364 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$415,800
Ag Use Value	1D1
Land Size	23.1000 acres 1,006,236 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$630,000	$630,000	$625,611	$4,389	$0	$4,389
2020	$0	$630,000	$630,000	$625,541	$4,459	$0	$4,459
2019	$0	$630,000	$630,000	$625,507	$4,493	$0	$4,493
2018	$0	$630,000	$630,000	$625,508	$4,492	$0	$4,492
2017	$0	$560,000	$560,000	$555,542	$4,458	$0	$4,458

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	WILLIAMS MAX TRUSTEE	DYNAVEST JOINT VENTURE		22660110
12/01/1983	ALEXANDER ROBERT E JR	WILLIAMS MAX TRUSTEE		17960663
	** n/a **	ALEXANDER ROBERT E JR		

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Property Search

Property ID: 1014324 - Tax Year: 2021

General Information

Property ID	1014324
Property Status	Active
Geographic ID	R-7036-000-0020-1
Property Type	Real
Property Address	FM 455 Celina, TX 75009
Total Land Area	39.4700 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	J R Worrall Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A1036 J R WORRALL SURVEY, TRACT 2, 39.47 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$710,460
Total Land Market Value	**$710,460**
Total Market Value	$710,460
Agricultural Use Loss	(-) $705,510
Total Appraised Value	$4,950
Homestead Cap Loss	$0
Total Assessed Value	**$4,950**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 1014324 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$241,560
Ag Use Value	1D1
Land Size	13.4200 acres 584,575 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$468,900
Ag Use Value	1D1
Land Size	26.0500 acres 1,134,738 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$710,460	$710,460	$705,510	$4,950	$0	$4,950
2020	$0	$710,460	$710,460	$705,432	$5,028	$0	$5,028
2019	$0	$710,460	$710,460	$705,393	$5,067	$0	$5,067
2018	$0	$710,460	$710,460	$705,394	$5,066	$0	$5,066
2017	$0	$631,520	$631,520	$626,494	$5,026	$0	$5,026

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	WILLIAMS MAX TRUSTEE	DYNAVEST JOINT VENTURE		22880125
01/01/1984	OWEN B B	WILLIAMS MAX TRUSTEE		18240207
	** n/a **	OWEN B B		

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Property Search

Property ID: 1014440 - Tax Year: 2021

General Information

Property ID	1014440
Property Status	Active
Geographic ID	R-7054-000-0010-1
Property Type	Real
Total Land Area	71.7500 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	Stilman Brice Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A1054 STILMAN BRICE SURVEY, TRACT 1, 71.75 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$1,291,500
Total Land Market Value	**$1,291,500**
Total Market Value	$1,291,500
Agricultural Use Loss	(-) $1,282,476
Total Appraised Value	$9,024
Homestead Cap Loss	$0
Total Assessed Value	**$9,024**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 1014440 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$446,220
Ag Use Value	1D1
Land Size	24.7900 acres 1,079,852 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$845,280
Ag Use Value	1D1
Land Size	46.9600 acres 2,045,578 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$1,291,500	$1,291,500	$1,282,476	$9,024	$0	$9,024
2020	$0	$1,291,500	$1,291,500	$1,282,335	$9,165	$0	$9,165
2019	$0	$1,291,500	$1,291,500	$1,282,268	$9,232	$0	$9,232
2018	$0	$1,291,500	$1,291,500	$1,282,271	$9,229	$0	$9,229
2017	$0	$1,148,000	$1,148,000	$1,138,840	$9,160	$0	$9,160

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	WILLIAMS MAX TRUSTEE	DYNAVEST JOINT VENTURE		22880110
12/01/1983	ALEXANDER ROBERT E	WILLIAMS MAX TRUSTEE		17960863
02/01/1983	ALEXANDER ROBERT E	ALEXANDER ROBERT E		16440609

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Property Search

Property ID: 1096708 - Tax Year: 2021

General Information

Property ID	1096708
Property Status	Active
Geographic ID	R-7104-000-0010-1
Property Type	Real
Property Address	FM 455 Celina, TX 75009
Total Land Area	5.7800 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	A H Gee Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A1104 A H GEE SURVEY, TRACT 1, 5.78 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$104,040
Total Land Market Value	**$104,040**
Total Market Value	$104,040
Agricultural Use Loss	(-) $103,428
Total Appraised Value	$612
Homestead Cap Loss	$0
Total Assessed Value	**$612**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 1096708 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$3,240
Ag Use Value	1D1
Land Size	0.1800 acres 7,841 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$100,800
Ag Use Value	1D1
Land Size	5.8000 acres 243,936 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$104,040	$104,040	$103,428	$612	$0	$612
2020	$0	$104,040	$104,040	$103,411	$629	$0	$629
2019	$0	$324,000	$324,000	$322,010	$1,990	$0	$1,990
2018	$0	$324,000	$324,000	$321,993	$2,007	$0	$2,007
2017	$0	$288,000	$288,000	$286,029	$1,971	$0	$1,971

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	STRANGE STEVEN B TRST	DYNAVEST JOINT VENTURE		22660114
04/01/1984	POPE F B	STRANGE STEVEN B TRST		18710192
	** n/a **	POPE F B		

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Property Search

Property ID: 1156992 - Tax Year: 2021

General Information

Property ID	1156992
Property Status	Active
Geographic ID	R-7111-000-0010-1
Property Type	Real
Property Address	Celina, TX 75009
Total Land Area	7.4200 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	Jeremiah Queen Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A1111 JEREMIAH QUEEN SURVEY, TRACT 1, 7.42 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$133,560
Total Land Market Value	**$133,560**
Total Market Value	$133,560
Agricultural Use Loss	(-) $132,788
Total Appraised Value	$772
Homestead Cap Loss	$0
Total Assessed Value	**$772**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 1156992 in the year 2021.

Land Segments

Land Segment #1	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$133,560
Ag Use Value	1D1
Land Size	7.4200 acres 323,215 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$133,560	$133,560	$132,788	$772	$0	$772
2020	$0	$133,560	$133,560	$132,766	$794	$0	$794
2019	$0	$279,180	$279,180	$277,190	$1,990	$0	$1,990
2018	$0	$279,180	$279,180	$277,189	$1,991	$0	$1,991
2017	$0	$248,160	$248,160	$246,185	$1,975	$0	$1,975

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	STRANGE STEVEN B TRST	DYNAVEST JOINT VENTURE		22880114
04/01/1984	FARISH LOUISE MRS	STRANGE STEVEN B TRST		18710192
	** n/a **	FARISH LOUISE MRS		

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Property Search

Property ID: 1695945 - Tax Year: 2021

General Information

Property ID	1695945
Property Status	Active
Geographic ID	R-6242-000-0020-1
Property Type	Real
Property Address	FM 455 Celina, TX 75009
Total Land Area	0.8322 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	James Cumba Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0242 JAMES CUMBA SURVEY, TRACT 2, 0.8322 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$14,980
Total Land Market Value	**$14,980**
Total Market Value	$14,980
Agricultural Use Loss	(-) $14,841
Total Appraised Value	$139
Homestead Cap Loss	$0
Total Assessed Value	**$139**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 1695945 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$14,980
Ag Use Value	1D1
Land Size	0.8322 acres 36,251 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$14,980	$14,980	$14,841	$139	$0	$139
2020	$0	$14,980	$14,980	$14,841	$139	$0	$139
2019	$0	$50,580	$50,580	$50,219	$361	$0	$361
2018	$0	$50,580	$50,580	$50,219	$361	$0	$361
2017	$0	$44,960	$44,960	$44,602	$358	$0	$358

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
01/01/1986	STRANGE STEVEN B TRST	DYNAVEST JOINT VENTURE		22880114
04/01/1984	** n/a **	STRANGE STEVEN B TRST		18710192

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Property Search

Property ID: 2121192 - Tax Year: 2021

General Information

Property ID	2121192
Property Status	Active
Geographic ID	R-6453-000-0010-1
Property Type	Real
Property Address	FM 455 Celina, TX 75009
Total Land Area	24.8600 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	J W Haynes Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0453 J W HAYNES SURVEY, TRACT 1, 24.86 ACRES

Owner Information

Owner ID	1048006
Owner Name(s)	Dynavest Joint Venture Attn Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$447,480
Total Land Market Value	**$447,480**
Total Market Value	$447,480
Agricultural Use Loss	(-) $444,155
Total Appraised Value	$3,325
Homestead Cap Loss	$0
Total Assessed Value	**$3,325**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 2121192 in the year 2021.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$211,500
Ag Use Value	1D1
Land Size	11.7500 acres 511,830 sq. ft.

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$235,980
Ag Use Value	1D1
Land Size	13.1100 acres 571,072 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$447,480	$447,480	$444,155	$3,325	$0	$3,325
2020	$0	$447,480	$447,480	$444,115	$3,365	$0	$3,365
2019	$0	$447,480	$447,480	$444,111	$3,369	$0	$3,369
2018	$0	$447,480	$447,480	$444,121	$3,359	$0	$3,359
2017	$0	$397,760	$397,760	$394,416	$3,344	$0	$3,344

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page

SB 541 – Amends Section 25.027 of the Property Tax Code, effective September 1, 2005

RESTRICTION ON POSTING DETAILED IMPROVEMENT INFORMATION ON INTERNET WEBSITE:

Information in appraisal records may not be posted on the Internet if the information is a photograph, sketch, or floor plan of an improvement to real property that is designed primarily for use as a human residence. This section does not apply to an aerial photograph that depicts five or more separately owned buildings.

HB 394 – Amends Section 25.027 of the Property Tax Code, effective September 1, 2015

RESTRICTION ON POSTING AGE RELATED INFORMATION ON INTERNET WEBSITE:

Information in appraisal records may not be posted on the Internet if the information indicates the age of a property owner, including information indicating that a property owner is 65 years of age or older.

Property Search

Property ID: 2575347 - Tax Year: 2021

General Information

Property ID	2575347
Property Status	Active
Geographic ID	R-6242-000-0010-1
Property Type	Real
Property Address	County Road 10 Celina, TX 75009
Total Land Area	309.7300 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	James Cumba Survey
Primary State Code	D2 (Farm & Ranch Imprv On Ag Land)
Legal Description	ABS A0242 JAMES CUMBA SURVEY, TRACT 1, 309.73 ACRES

Owner Information

Owner ID	182688
Owner Name(s)	Dynavest Joint Venture Allen Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$894
Total Improvement Market Value	**$894**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$5,575,140
Total Land Market Value	**$5,575,140**
Total Market Value	$5,576,034
Agricultural Use Loss	(-) $5,542,602
Total Appraised Value	$33,432
Homestead Cap Loss	$0
Total Assessed Value	**$33,432**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Improvement #1	Residential
State Code	D2 (Farm & Ranch Imprv On Ag Land)
Homesite	No
Market Value	$426
Total Main Area	n/a

Detail #	Type	Year Built	Sq. Ft.

Land Segments

Land Segment #1	Cropland
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$1,627,200
Ag Use Value	1D1
Land Size	90.4000 acres 3,937,824 sq. ft.

Detail #	Type	Year Built	Sq. Ft.
1	BARN - Barn	2013	240

Improvement #2	Residential
State Code	D2 (Farm & Ranch Imprv On Ag Land)
Homesite	No
Market Value	$468
Total Main Area	n/a

Detail #	Type	Year Built	Sq. Ft.
1	BARN - Barn	2014	240

Land Segment #2	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$3,947,940
Ag Use Value	1D1
Land Size	219.3300 acres 9,554,015 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$894	$5,575,140	$5,576,034	$5,542,602	$33,432	$0	$33,432
2020	$978	$5,575,140	$5,576,118	$5,541,634	$34,484	$0	$34,484
2019	$1,061	$5,974,020	$5,975,081	$5,936,755	$38,326	$0	$38,326
2018	$1,144	$5,974,020	$5,975,164	$5,936,993	$38,171	$0	$38,171
2017	$1,221	$5,310,240	$5,311,461	$5,273,438	$38,023	$0	$38,023

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page

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Property Search

Property ID: 2575351 - Tax Year: 2021

General Information

Property ID	2575351
Property Status	Active
Geographic ID	R-6733-000-0010-1
Property Type	Real
Property Address	FM 455 Celina, TX 75009
Total Land Area	10.5800 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	Jeremiah Queen Survey
Primary State Code	D1 (Qualified Open-space Ag Land)
Legal Description	ABS A0733 JEREMIAH QUEEN SURVEY, TRACT 1, 10.58 ACRES

Owner Information

Owner ID	182688
Owner Name(s)	Dynavest Joint Venture Allen Robert L Swisher
Exemptions	None
Percent Ownership	100.00%
Mailing Address	24 Devonstone Pl Dallas, TX 75248-7910

2021 Value Information

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$0
Total Improvement Market Value	**$0**
Land Homesite Value	$0
Land Non-Homesite Value	$0
Land Agricultural Market Value	$190,440
Total Land Market Value	**$190,440**
Total Market Value	$190,440
Agricultural Use Loss	(-) $189,340
Total Appraised Value	$1,100
Homestead Cap Loss	$0
Total Assessed Value	**$1,100**

Entities

Taxing Entity	Tax Rate	Collected By
CCL (Celina City)	0.645000 (2020 Rate)	Collin County Tax Office
GCN (Collin County)	0.172531 (2020 Rate)	Collin County Tax Office
JCN (Collin College)	0.081222 (2020 Rate)	Collin County Tax Office
SCL (Celina ISD)	1.483200 (2020 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 2575351 in the year 2021.

Land Segments

Land Segment #1	Improved Pasture
State Code	D1 (Qualified Open-space Ag Land)
Homesite	No
Market Value	$190,440
Ag Use Value	1D1
Land Size	10.5800 acres 460,865 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2021	$0	$190,440	$190,440	$189,340	$1,100	$0	$1,100
2020	$0	$190,440	$190,440	$189,308	$1,132	$0	$1,132
2019	$0	$190,440	$190,440	$189,276	$1,164	$0	$1,164
2018	$0	$190,440	$190,440	$189,266	$1,174	$0	$1,174
2017	$0	$169,280	$169,280	$168,127	$1,153	$0	$1,153

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page

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Addendum E

Land Sales-Paper Lots

Land Sale Profile

Sale No. 1

Location & Property Identification

Property Name:	Land - 564.6 Acres (Future Spiritis Ranch)
Sub-Property Type:	Residential, Residential Subdivision
Address:	Southeast quadrant of US-380 and FM-720
City/State/Zip:	Little Elm, TX 75068
County:	Denton
Submarket:	LittleElm
Market Orientation:	Suburban
IRR Event ID:	2488102



Sale Information

Sale Price:	$50,000,000
Effective Sale Price:	$50,000,000
Sale Date:	08/14/2020
Sale Status:	Closed
$/Acre(Gross):	$88,558
$/Land SF(Gross):	$2.03
$/Acre(Usable):	$88,558
$/Land SF(Usable):	$2.03
$/Unit:	$23,641 /Unit
Grantor/Seller:	Spiritas Ranch Enterprises (Spiritas Jason Partner)
Grantee/Buyer:	MM Little Elm 548, LLC
Property Rights:	Fee Simple
Financing:	Cash to seller
Terms of Sale:	No additional terms were provided.
Document Type:	Warranty Deed
Recording No.:	2020-123025
Verified By:	Shelley Sivakumar
Verification Date:	08/03/2020
Confirmation Source:	Roy Magno (940-783-7339)
Verification Type:	Confirmed-Buyer

Improvement and Site Data

Legal/Tax/Parcel ID:	Marsella Jones Survey, Abstract No. 662/Tax IDs - 38226, 655037, 651076, 38076, 111275, 38193, 38191, 535318, 38195 as vacant land
Acres(Usable/Gross):	564.60/564.60
Land-SF(Usable/Gross):	24,593,976/24,593,976
Usable/Gross Ratio:	1.00
No. of Units (Potential):	2115
Shape:	Irregular
Topography:	Level
Frontage Feet:	2530
Frontage Desc.:	FM-720 and 3,473' (US-380)
Zoning Code:	Development Agreement - City of Little Elm
Zoning Desc.:	Development Agreement - City of Little Elm
Flood Plain:	No
Utilities:	Water Public, Sewer
Utilities Desc.:	Future Public Improvement District
Source of Land Info.:	Engineering Report

Comments

This property is being acquired to be developed eventually with 2,135 residential lots with 860 lots (40' x 115'), 947 lots (50' x 115') and 308 lots (60' x 120'). Phase 1

Land - 564.6 Acres (Future Spiritis Ranch)

Comments (Cont'd)

is proposed to be developed initially by March 2022 with 1,044 lots. All of the lots in Phase 1 are under contract to five volume homebuilders (Beazer Homes, D. R. Horton Homes, First Texas Homes, Pulte Homes, and Lennar Homes) at $1,400/front footage. The property is located in the Denton ISD.

Land Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	Land in Celina ETJ
Sub-Property Type:	Residential, Single Family Land
Address:	Southwest corner of N. Louisiana Drive and CR-58
City/State/Zip:	Celina ETJ, TX 75009
County:	Collin
Submarket:	Celina
Market Orientation:	Suburban
IRR Event ID:	2674055



Sale Information

Sale Price:	$12,727,473
Effective Sale Price:	$12,727,473
Sale Date:	03/24/2021
Sale Status:	Closed
$/Acre(Gross):	$57,000
$/Land SF(Gross):	$1.31
$/Acre(Usable):	$57,000
$/Land SF(Usable):	$1.31
$/Unit:	$16,255 /Unit
Grantor/Seller:	Willie Douglas Moore Revocable Trust and Chan Chi Chu & Tsun Huei Chan & Paul Chan
Grantee/Buyer:	Pilatus Investments LLC
Property Rights:	Fee Simple
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	20210325000596600
Verified By:	Ernest Gatewood
Verification Date:	07/02/2021
Confirmation Source:	Brian Cramer (214) 734-5924
Verification Type:	Confirmed-Seller Broker

Improvement and Site Data

Legal/Tax/Parcel ID:	GA Wilson Survey, Abstract A1072/ Tax #1014547, 1014538 and 2120983
Acres(Usable/Gross):	223.29/223.29
Land-SF(Usable/Gross):	9,726,468/9,726,468
Usable/Gross Ratio:	1.00
No. of Units (Potential):	783
Shape:	Rectangular
Topography:	Level
Corner Lot:	Yes
Frontage Type:	2 way, 1 lane each way
Zoning Code:	N/A
Zoning Desc.:	None (Unincorporated)
Flood Plain:	No
Utilities:	Water Public
Source of Land Info.:	Engineering Report

Comments

Property is in the process or being brought into the city and is planned for 783 lots and is in the Celina ISD.

Land Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	Edgewood Creek
Sub-Property Type:	Residential
Address:	North side of CR-428, east of CR-1358
City/State/Zip:	Celina, TX 75009
County:	Denton
Submarket:	Celina
Market Orientation:	Suburban
IRR Event ID:	2701121



Sale Information

Sale Price:	$14,000,000
Effective Sale Price:	$14,000,000
Sale Date:	10/08/2020
Sale Status:	Closed
$/Acre(Gross):	$56,794
$/Land SF(Gross):	$1.30
$/Acre(Usable):	$69,477
$/Land SF(Usable):	$1.59
$/Unit:	$16,529 /Unit
Grantor/Seller:	Yousef Saadi, Bilal Nabahani, Hikmat Mohammed
Grantee/Buyer:	MM Edgewood Creek, LLC
Property Rights:	Fee Simple
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	2020-163314
Rent Controlled:	No
Verified By:	Ernest Gatewood
Verification Date:	09/02/2021
Confirmation Source:	Centurion American Group
Verification Type:	Confirmed-Buyer

Improvement and Site Data

Legal/Tax/Parcel ID:	52621, 52672, 960071, 960118, 960159, 960214
Acres(Usable/Gross):	201.51/246.51
Land-SF(Usable/Gross):	8,777,601/10,737,801
Usable/Gross Ratio:	0.82
No. of Units (Potential):	847
Shape:	Irregular
Topography:	Level
Corner Lot:	No
Frontage Feet:	4069
Frontage Desc.:	North side of CR-428, east of CR-1358
Frontage Type:	2 way, 1 lane each way
Traffic Control at Entry:	None
Traffic Flow:	Low
Visibility Rating:	Average
Zoning Code:	Development Agreement/City of Celina
Zoning Desc.:	Development Agreement/City of Celina
Flood Plain:	Yes
Flood Zone Designation:	AE
Comm. Panel No.:	48121C0270G
Date:	04/18/2011
Utilities:	Water Public, Sewer
Source of Land Info.:	Engineering Report

Comments

This property was placed within the Edgewood Creek PID before acquisition and is planned with 847 lots on 246.506 acres. The property is located within the Prosper ISD.

Comments (Cont'd)

Land Sale Profile

Sale No. 4

Location & Property Identification

Property Name:	Ashton Woods Pod Sale - Dynavest
Sub-Property Type:	Residential
Address:	Northwest corner of FM-455 (Future GA Moore Parkway) and Future Legacy Drive
City/State/Zip:	Celina, TX 75009
County:	Collin
Submarket:	Celina
Market Orientation:	Suburban
IRR Event ID:	2677027



Sale Information

Sale Price:	$22,990,000
Effective Sale Price:	$22,990,000
Sale Date:	08/02/2021
Sale Status:	Closed
$/Acre(Gross):	$92,702
$/Land SF(Gross):	$2.13
$/Acre(Usable):	$92,702
$/Land SF(Usable):	$2.13
$/Unit:	$22,000 /Unit
Grantor/Seller:	Centurion American Acquisitions LLC
Grantee/Buyer:	AW (Ashton Woods Homes)
Property Rights:	Fee Simple
Terms of Sale:	This site involved the trade for vacant land located on Turtle Creek Boulevard, Dallas, Tx
Document Type:	Closing Statement
Recording No.:	Not yet filed
Verified By:	Ernest Gatewood
Verification Date:	08/11/2021
Confirmation Source:	Rex Glendenning (972-250-1263
Verification Type:	Confirmed-Seller Broker

Improvement and Site Data

Legal/Tax/Parcel ID:	JR Worrall Survey Abstract A1036/Tax #1014315
Acres(Usable/Gross):	248.00/248.00
Land-SF(Usable/Gross):	10,802,880/10,802,880
Usable/Gross Ratio:	1.00
No. of Units (Potential):	1045
Shape:	Irregular
Topography:	Gently Sloping
Corner Lot:	Yes
Frontage Type:	2 way, 1 lane each way
Zoning Code:	PD
Zoning Desc.:	Planned Development
Flood Plain:	No
Utilities:	Water Public, Sewer
Source of Land Info.:	Engineering Report

Comments

This sale is Parcel 10 from a larger 3,200-acre tract. The sale is subject to the extension of utilities and certain roadways within 24 months. This property is located in a MMD.

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APPENDIX G

FORM OF CONSTRUCTION, FUNDING AND ACQUISITION AGREEMENT

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MAJOR IMPROVEMENTS CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

THIS MAJOR IMPROVEMENTS CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this "Agreement"), dated as of October 12, 2021 (the "Effective Date"), is by and between the **CITY OF CELINA, TEXAS**, a home rule municipality of the State of Texas (the "City"), **MM CELINA 3200, LLC**, a Texas limited liability company (the "Developer"), and **NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1**, a special district created under Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution and Chapter 3986, Texas Special District Local Laws Code, formerly known as NORTH CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 3 (the "MMD") (individually referred to as a "Party" and collectively as the "Parties").

ARTICLE I
DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Service and Assessment Plan (as hereinafter defined).

"Actual Cost(s)" means the costs of the Major Improvements actually paid or incurred for the design, construction and installation of the Major Improvements.

"Administrator" means, initially, Municap, Inc., or any other individual or entity designated by the MMD to administer the MMD.

"Annual Service Plan Update" means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to Section VII of the Service and Assessment Plan.

"Assessed Property" means any property that benefits from the Major Improvements within the MMD on which Assessments have been imposed as shown in the Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the MMD other than Non-Benefited Property.

"Bonds" means the North Parkway Municipal Management District No. 1 Special Assessment Revenue Bonds, Series 2021 (Major Improvements Project) to be issued by the MMD and secured by the Indenture and the Assessments.

"Budgeted Cost(s)" means the costs shown on **Exhibit A** attached hereto.

"**Certification for Payment"** means a certificate, substantially in the form of **Exhibit C** hereto or otherwise agreed to by the Developer, the MMD Representative, and the City Representative, executed by the Developer, provided to the City Representative and the

Administrator, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, presented to the Administrator to request payment for Major Improvements Cost(s). .

"City Manager" means the City Manager of the City, or its designee.

"City Inspector" means an individual employed by or an agent of the City whose job is, in part or in whole, to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

"City Representative" means City Manager of the City, or any other official or agent of the City later authorized by the City to undertake the action referenced herein.

"**Closing Disbursement Request"** means the certificate, substantially in the form of **Exhibit B** hereto or otherwise mutually agreed to by the Developer, Administrator and City Representative,), specifying the amounts to be disbursed for the costs related to the creation of the MMD and the costs of issuance of the Bonds.

"Construction Contracts" means the contracts for the construction of the Major Improvements. "Construction Contract" means any one of the Construction Contracts.

"Cost(s)" means the Budgeted Cost(s) or the Actual Cost(s) of a Major Improvement as reflected in a construction contract, if greater than the Budgeted Cost(s).

"Cost Overrun" means, with respect to each Major Improvement, the Cost(s) or Actual Cost(s) as appropriate of such Major Improvement in excess the Budgeted Cost(s).

"Cost Underrun" means, with respect to each Major Improvement, the amount by which the Budgeted Cost(s) exceeds the Actual Cost(s), as appropriate, of such Major Improvement.

"**Development Agreement"** means 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 the First Amendment to Development, Settlement and Annexation Agreement, between the City, the Developer, and the MMD, effective on August 2, 2021, as amended by the Second Amendment to Development, Settlement and Annexation Agreement, between the City, the Developer, and the MMD, and as may be amended.

"Final Completion" means completion of a Major Improvement (including a section or segment of a Major Improvement) in compliance with existing City standards for dedication to the MMD and subsequent transfer to the City in accordance with the Development Agreement.

"Force Majeure" means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected

Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) pandemics and epidemics in which a governmental entity issues a stop work order with respect to residential and commercial construction within the Development; (g) governmental shutdowns, and (h) actions or omissions of a governmental entity (including the actions of the City in its capacity as a governmental entity) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with City regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) economic hardship; (v) changes in market condition; (w) any strike or labor dispute involving the employees of the Developer or any affiliate of the Developer, other than industry or nationwide strikes or labor disputes; or (x) the occurrence of any manpower, material or equipment shortages beyond the reasonable control of the Developer.

"Indenture" means that certain Indenture of Trust between the MMD and Wilmington Trust, National Association, Dallas, Texas, as trustee, dated as of October 1, 2021 relating to the Bonds.

"**MMD Act**" means, collectively, Chapter 3986, Texas Special District Local Laws and Chapter 375, Texas Local Government Code.

"MMD Representative" means President or Vice President of the Board of Directors of the MMD, or any other official or agent of the MMD later authorized by the MMD to undertake the action referenced herein.

"**Major Improvements Account**" means that account of such name created in the Project Fund pursuant to the Indenture.

"Major Improvements" mean, collectively, the Major Improvements listed in **Exhibit A** to be constructed in compliance with City ordinances. An individual Major Improvement, including a completed segment or part, shall be referred to as a **Major Improvement**.

"PID Act" means the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended.

"Plans" means the plans, specifications, schedules and related construction contracts for the Major Improvements, respectively, approved pursuant to the applicable standards and ordinances of the City, the Development Agreement, and any other applicable governmental entities.

"Project Fund" means the fund, including the accounts created and established under such fund, where monies from the proceeds of the sale of the Bonds, excluding those deposited in other

funds in accordance with the Indenture, and interest and gains therefrom, shall be deposited, and the fund by such name created under the Indenture.

"Service and Assessment Plan" means the Service and Assessment Plan, adopted by the Board of Directors of the MMD on October 6, 2021, as the same may be updated, amended, or supplemented, for the purpose of assessing allocated cost(s) against the property located within the boundaries of the MMD having terms, provisions and findings approved and agreed to by the Developer and the MMD, as required by this Agreement and in accordance with the MMD Act.

"Substantial Completion" means the time at which the construction of a Major Improvement (or specified part thereof) has progressed to the point where such Major Improvement (or a specified part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such Major Improvement (or a specified part thereof) can be utilized for the purposes for which it is intended.

"**Trustee"** means Wilmington Trust, National Association acting in its capacity as Trustee for the Bonds pursuant to the Indenture.

ARTICLE II
RECITALS

Section 2.01. The MMD and the Major Improvements.

(a) The MMD was created in 2019 by the Texas Legislature as a municipal management district pursuant to Chapter 3986, Texas Special District Local Laws Code (the "District Legislation"), under the authority provided in Sections 52 and 52-a, Article III, Texas Constitution, and Section 59, Article XVI, Texas Constitution, and operates in accordance with (i) the District Legislation and (ii) the MMD Act for the financing of, among other things, the acquisition, construction and installation of the Major Improvements.

(b) The Major Improvements are eligible to be financed with the collection of Assessments from property within the MMD to the extent specified in the Service and Assessment Plan and subject to the provisions of the Development Agreement.

(c) The Developer will undertake the construction and installation of the Major Improvements for dedication to and acceptance by the City in accordance with the terms and conditions contained in the Development Agreement.

(d) The proceeds from the issuance and sale of the Bonds shall be deposited in accordance with the Indenture.

Section 2.02. Agreements. In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the City, the MMD, and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE III
FUNDING

Section 3.01. Reimbursements.

(a) The MMD shall reimburse the Developer for the Budgeted Cost(s) of the Major Improvements, from the proceeds of the Bonds from amounts on deposit within the Project Fund for the payment of cost(s) of the Major Improvements as described in the Service and Assessment Plan. The Developer agrees and acknowledges that it is responsible for all Actual Costs, Cost Overruns, except to the extent as provided for in Section 4.04 below, and all expenses related to the Major Improvements.

(b) The obligation of owners of Assessed Property within the MMD, including the Developer to the extent it owns any Assessed Property in the MMD, to pay Assessments is not in any way dependent on the availability of amounts in the Project Fund, or otherwise available from other sources, including the net proceeds of the Bonds, to pay for all or any portion of the Major Improvement Cost(s) hereunder.

(c) The MMD and the City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund to pay the Costs of the Major Improvements in the MMD.

(d) The Developer acknowledges that any lack of availability of amounts in the Major Improvements Account of the Project Fund or otherwise available from other sources, including the net proceeds of the Bonds, to pay the costs of the Major Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Major Improvements required by this Agreement, the Development Agreement, or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the MMD is subject.

(e) The Developer acknowledges that some funds may not be immediately available for reimbursement for Actual Costs of the Major Improvements submitted and approved with an approved Certification for Payment. The Parties hereto acknowledge that these remaining amounts will be disbursed, to the extent of available monies in the Project Fund under the terms of the Indenture, as money is deposited into the Project Fund for the payment of such Costs. Both Parties acknowledge that the availability of funds in the Project Fund does not relieve the Developer from its responsibility to construct or ensure the construction of the Major Improvements

(f) The MMD shall not be required to make any payment to the Developer under this Agreement unless all of the following conditions are met: (1) the Developer is current on all Assessments and the payment of all taxes, assessments, fees and other obligations to the MMD; (2) the Developer is not in default under this Agreement, the Development Agreement or a Developer Continuing Disclosure Agreement; and (3) the City has inspected and approved any portion of Major Improvements for which the Developer seeks reimbursement.

(g) The City shall not be required to make payment to the Developer pursuant to this Agreement.

Section 3.02. Disbursements; Transfers at Bond Closing.

(a) The City, the MMD and the Developer agree that from the proceeds of the Bonds and upon the presentation of evidence satisfactory to the MMD and the City, the MMD will cause the Trustee to pay at closing of the Bonds from the Costs of Issuance Account of the Project Fund and/or the Major Improvements Account of the Project Fund, an amount not to exceed the amount set forth in the Indenture to the persons entitled to the payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the MMD as of the date of delivery of the Bonds, as described in the Service and Assessment Plan.

(b) The MMD, the City and the Developer agree that upon the presentation of evidence satisfactory to the MMD Representative andthe City Representative, the MMD will, on an monthly basis if a Certification for Payment is approved by the MMD and the City, cause the payment for cost(s) of Major Improvements, to the Developer or its assignees from funds available in the Major Improvements Account. These payments will be delivered to the Developer or its assignees pursuant to the submission of a Certification for Payment, in substantially the form of **Exhibit B** and **Exhibit C**, as applicable, attached hereto.

Section 3.03. Accounts. In addition to the Costs of Issuance Account, there shall be the Major Improvements Account in the Project Fund administered by the Trustee in accordance with the Indenture.

(a) The Major Improvements Account of the Project Fund. Certain proceeds from the issuance and sale of the Bonds attributable to the Major Improvements shall be deposited into the Major Improvements Account of the Project Fund in the amount shown in the Indenture.

ARTICLE IV
CONSTRUCTION OF MAJOR IMPROVEMENTS

Section 4.01. Duty of Developer to Construct.

(a) All Major Improvements shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement and the Development Agreement. The Developer shall perform or cause to be performed all of its obligations and shall conduct all operations with respect to the construction of Major Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of the Major Improvements to be acquired and accepted by the MMD from the Developer and conveyed to the City by the MMD as provided in this Agreement and the Development Agreement.

(b) The Developer shall not be relieved of its obligation to construct or cause to be constructed each Major Improvement and, upon completion, inspection, and acceptance, convey each Major Improvement to the MMD for conveyance to the City in accordance with the terms hereof, even if there are insufficient funds to pay the Actual Cost(s) of the Major Improvements in the Major Improvements Account of the Project Fund.

Section 4.02. No Competitive Bidding. The Major Improvements shall not require competitive bidding pursuant to Section 252.022(9) of the Texas Local Government Code, as amended.

Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City or the MMD with respect to the Major Improvements.

Section 4.04. Remaining Funds after Completion of a Major Improvement. Upon the Final Completion of a Major Improvement (or its completed segment or phase thereof) and payment of all outstanding invoices for such Major Improvement, if the Actual Cost(s) of such Major Improvement (or its completed segment or phase thereof) is less than the Budgeted Cost(s) (a "Cost Underrun"), any remaining Budgeted Cost(s) will be available to pay Cost Overruns on any other Major Improvement (or its completed segment or phase thereof) with the approval of the City Representative and the MMD Representative and provided that all Major Improvements as set forth in the Service and Assessment Plan are undertaken at least in part. Any Cost Underrun for any Major Improvement (or its completed segment or phase thereof) is available to pay Cost

Overruns on any other Major Improvement (or its completed segment or phase thereof), and may be added to the amount approved for payment in any Certification for Payment if approved by the City Representative and the MMD Representative. Any net balance remaining in the Project Fund, after a reconciliation of Cost Overruns and Cost Underruns related to Major Improvements (or its completed segment or phase thereof) will be distributed in accordance with the terms of the Indenture.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as "change orders") required for the construction of the Major Improvements. The Developer may approve and implement any change orders, even if such change order would increase the Cost of a Major Improvement, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such change orders, except for amounts available and approved pursuant to Section 4.04.

ARTICLE V
ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Closing Disbursement Request. In order to receive the disbursement from the Project Fund at closing of the Bonds described in Section 3.02, the Developer shall cause to be delivered to the Trustee at closing a Closing Disbursement Request, substantially in the form of **Exhibit B** hereto or otherwise acceptable and agreed to by the Developer, Administrator, the City Representative, and the MMD for the disbursements described in Section 3.02.

Section 5.02. Payment Requests for the Major Improvements.

(a) No payment hereunder shall be made from the Project Fund for a Major Improvement (or its completed segment or phase thereof), until a Certification for Payment is received from the Developer for work with respect to a Major Improvement (or its completed segment or phase thereof) and approved for payment by the City, and the MMD. Upon receipt of a Certification for Payment, substantially in the form of **Exhibit C** hereto (along with all accompanying documentation required by the City and the MMD from the Developer, the City Inspector (for a Major Improvement to be conveyed to the City by the MMD after conveyance thereto) shall conduct a review in order to confirm that such request is complete, to confirm that the work with respect to such Major Improvement identified therein for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement and the Development Agreement, and to verify and approve the Actual Cost of such work specified in such Certification for Payment (collectively, the "Developer Compliance Requirements"), and shall, upon the conclusion of the review, forward the request to the City Representative. The City Inspector and/or City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in

the Certification for Payment. The Developer agrees to cooperate with the City Inspector and/or City Representative in conducting each such review and to provide the City Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the City Inspector and/or City Representative to conclude each such review.

(b) Within fifteen (15) business days of receipt of any Certification for Payment, the City Representative shall either (i) approve and execute the Certification for Payment and forward the Certification for Payment to the MMD Representative who shall forward it to the Trustee for payment in accordance with the provisions of Section 5.03 hereof, or (ii) in the event the City Representative disapproves the Certification for Payment, give written notification to the Developer of the City Representative's disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the City Representative shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the MMD Representative who shall forward it to the Trustee in accordance with payment provisions of 5.03 hereof, and any such partial work shall be processed for payment under Section 5.03, notwithstanding such partial denial.

(c) If the City Representative denies or partially denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within 30 days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The Certification for Payment shall not be forwarded to the City Representative or the MMD Representative or the Trustee, as applicable, for payment until the dispute is resolved by the City and the Developer.

Section 5.03. Payment for Major Improvement.

(a) The City shall forward each reviewed and approved Certification for Payment, as evidence by the signature of the City Representative to the MMD Representative who shall forward it to the Trustee with instructions to make payment from the Major Improvements Account of the Project Fund, for such approved Certification for Payment pursuant to the terms of the Certification for Payment in an amount not to exceed the Budgeted Cost(s), except as provided for in Section 4.04. In the event of any conflict between this provision and Section 6.5 of the Indenture, Section 6.5 of the Indenture shall control.

(b) Approved Certificates for Payment that await reimbursement shall not accrue interest.

(c) Notwithstanding any other provisions of this Agreement, the Trustee, shall make payment directly to the person or entity specified by the Developer in an approved Certification for Payment, including: (1) a general contractor or supplier of materials or services or jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment; (2) to the Developer or any assignee of the Developer if an unconditional lien release is attached to such Certification for Payment; and, (3) to the Developer, or to the third party contractor directly, at Developer's request as specified in the Certification for Payment, in the event the Developer provides a general contractor's or suppliers of materials unconditional lien release for a portion of the work covered by the Developer or any assignee of the Developer to the extent of such lien release. If the request for payment results in ninety percent (90%) or more of the Budgeted Costs for such Major Improvement identified in such request for payment being paid, then the Administrator shall hold the payment until work with respect to that Major Improvement has been completed by the Developer and accepted by the City. Neither the Administrator, the MMD, the MMD Representative, nor the City, City Council, City Manager, or City Representative shall have any liability for relying on the accuracy of the payee information in any Certification for Payment as presented by the Developer or its assignees.

(d) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanic's or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of any such remedy, so long as such delay in performance shall not subject the Major Improvements to foreclosure, forfeiture, or sale. In the event that any such mechanics or materialman's lien and/or judgment with respect to any Major Improvement is contested, the Developer shall post or cause delivery of a surety bond in the amount determined by the City or City may decline to accept the Major Improvement until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI
OWNERSHIP AND TRANSFER OF MAJOR IMPROVEMENT

Section 6.01. Major Improvement to be Owned by the City – Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to the Major Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the MMD after conveyance of such Major Improvements to the MMD by the Developer and not previously dedicated or otherwise conveyed to the City by

the MMD after conveyance to the MMD by the Developer, for review and approval at least 30 calendar days prior to the transfer of title of a Major Improvement to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's clean title or use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Major Improvement until the Developer has cured such objections to title to the satisfaction of the City.

Section 6.02. Major Improvement Constructed on City Land or Developer Land. If the Major Improvement is on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Major Improvement. If the Major Improvement is on land owned by the Developer, the Developer hereby grants to the City an easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance) of the Major Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Major Improvement as required by the Development Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Major Improvement. The provisions for inspection and acceptance of such Major Improvement otherwise provided herein shall apply.

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.01. Representations, Covenants and Warranties of the Developer. The Developer represents and warrants for the benefit of the City and the MMD as follows:

(a) Organization. The Developer entities are Texas limited liability companies duly formed, organized and validly existing under the laws of the State of Texas, are in compliance with the laws of the State of Texas, and have the power and authority to own their properties and assets and to carry on their business in the State of Texas as now being conducted as hereby contemplated.

(b) Authority. The Developer entities have the power and authority to enter into this Agreement, and haves taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands of the Developer in the MMD or the Major Improvements in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the MMD or the Major Improvements.

(e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Project Fund for the acquisition or construction of any improvement that are not part of the Major Improvements, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certification for Payments.

(f) Financial Records. For a period of two years after completion of the Major Improvements, the Developer covenants to maintain proper books of record and account for the construction of the Major Improvements and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City and the MMD or their respective agents at any reasonable time during regular business hours on reasonable notice.

(g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the terms hereof, the Major Improvements will be constructed in full compliance with such Plans and any change orders thereto consistent with the PID Act and the Development Agreement.

(h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the MMD, the MMD Representative, the City Manager or the City Representative related to the status of construction of the Major Improvements within the MMD and the anticipated completion dates for future Major Improvements.

(i) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement and the Development Agreement.

(j) Continuing Disclosure Agreement. The Developer agrees to provide the information required pursuant to the Continuing Disclosure Agreement executed by the Developer, the Administrator, and MuniCap, Inc. as Dissemination Agent, dated as October 1, 2021 in connection with the Bonds.

(k) Tax Certificate. The MMD will deliver a certificate relating to the Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the "Tax Certificate") containing covenants and agreements designed to satisfy the requirements of 26 U.S. Code Sections 103 and 141 through 150, inclusive, and the federal income tax regulations issued

thereunder relating to the use of the proceeds of the Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of 26 U.S. Code Section 148 (collectively, "Bond Proceeds").

(l) The Developer covenants to provide, or cause to be provided, such facts and estimates as the MMD reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Bonds and will be, to the best of the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of that date, and (ii) the Developer will make reasonable inquires to ensure such truth, correctness and completeness. The Developer covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds (including, but not limited to, the use of the Major Improvements) that would cause any of the covenants or agreements of the MMD contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the Bonds for federal income tax purposes.

Section 7.02. City Authority; Representations. The City represents and warrants to the Developer and the MMD that (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

Section 7.03. MMD Representations. The MMD represents and warrants to the Developer and the City that (1) the MMD has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the MMD has been duly authorized to do so; (3) this Agreement is binding upon the MMD in accordance with its terms; and (4) the execution of this Agreement and the performance by the MMD of its obligations under this Agreement do not constitute a breach or event of default by the MMD under any other agreement, instrument, or order to which the MMD is a party or by which the MMD is bound.

Section 7.04. Indemnification and Hold Harmless. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE INSPECTORS, THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS; AND THE MMD, ITS OFFICIALS, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION

OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING, AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE MAJOR IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE MAJOR IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE MAJOR IMPROVEMENTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, REGARDING OR RELATED TO THE MAJOR IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE MAJOR IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY, DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AND MMD AGAINST ALL SUCH CLAIMS, AND CITY AND MMD ARE REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, EACH OF THE CITY AND MMD SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY OR MMD IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES, PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED OR MMD-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND

DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 7.04 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

Section 7.05. Use of Monies by MMD. . The MMD agrees not to take any action or direct the Trustee to take any action to expend, disburse or encumber the money held in the Project Fund and any money to be transferred thereto for any purpose other than the purposes permitted by the Indenture. Prior to the acceptance of all the Major Improvements, the MMD agrees not to modify or supplement the Indenture without the approval of the Developer if as a result or as a consequence of such modification or supplement: (a) the amount of money that would otherwise have been available under the Indenture for disbursement for the Costs of the Major Improvements is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer are or may be substantially increased or otherwise adversely affected in any manner, or (c) the rights of the Developer are or may be modified, limited, restricted or otherwise substantially adversely affected in any manner.

Section 7.06. No Reduction of Assessments. The MMD and the Developer agree not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

ARTICLE VIII
TERMINATION

Section 8.01. Mutual Consent. This Agreement may be terminated by the mutual, written consent of the City, the MMD, and the Developer, in which event the MMD and the City may either execute contracts for or perform any remaining work related to the Major Improvements not accepted by the MMD or the City or other appropriate entity and use all or any portion of funds on deposit in the Project Fund or other amounts transferred to the Project Fund under the terms of the Indenture to pay for same, and the Developer shall have no claim or right to any further payments for the Cost(s) of a Major Improvement hereunder, except as otherwise may be provided in such written consent.

Section 8.02. City's Election for Cause.

(a) The City, upon notice to Developer and the MMD and the passage of the cure period identified in subsection (b) below, may terminate this Agreement, without the consent of the

Developer and the MMD if the Developer or the MMD shall breach any material covenant or default in the performance of any material obligation hereunder.

(b) If any such event described in Section 8.02(a) occurs, the City shall give written notice of its knowledge of such event to the Developer and the MMD, and the Developer agrees to promptly meet and confer with the City Inspector and other appropriate City staff and consultants as to options available to assure timely completion, subject to the terms of this Agreement, of the Major Improvements. Such options may include, but not be limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) and the MMD of the grounds for such termination and allow the Developer and the MMD a minimum of 45 days to eliminate or to mitigate to the satisfaction of the City the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Developer and the MMD, to the reasonable satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), as determined reasonably by the City, the Developer and the MMD have not eliminated or completely mitigated such grounds to the satisfaction of the City, the City may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to payment for work accepted by the City related to a Major Improvement only as provided for under the terms of an indenture and this Agreement prior to the termination date of this Agreement. Notwithstanding the foregoing, so long as the Developer has breached any material covenant or defaulted in the performance of any material obligation hereunder, notice of which has been given by the City to the Developer and the MMD, and such event has not been cured or otherwise eliminated by the Developer, the City may in its discretion cause the trustee to cease making payments for the Actual Costs of Major Improvements, provided that the Developer shall receive payment of the Actual Costs of any Major Improvements that were accepted by the City at the time of the occurrence of such breach or default by the Developer upon submission of the documents and compliance with the other applicable requirements of this Agreement.

(c) If this Agreement is terminated by the MMD and the City for cause, the MMD and the City may either execute contracts for or perform any remaining work related to the Major Improvements not accepted by the MMD or the City and the MMD may use all or any portion of the funds on deposit in the Project Fund or other amounts transferred to the Project Fund and the Developer shall have no claim or right to any further payments for the Major Improvements hereunder, except as otherwise may be provided upon the mutual written consent of the City, the MMD, and the Developer . The MMD and the City shall have no obligation to perform any work related to a Major Improvement or to incur any expense or cost in excess of the remaining balance of the Project Fund.

Section 8.03. Termination Upon Redemption or Defeasance of Bonds. This Agreement will terminate automatically and with no further action by the MMD, the City or the Developer upon the redemption or defeasance of all outstanding Bonds issued under the Indenture.

Section 8.04. Construction of the Major Improvements Upon Termination of this Agreement. Notwithstanding anything to the contrary contained herein, upon the termination of this Agreement pursuant to this Article VIII, the Developer shall perform its obligations with respect to the Major Improvements in accordance with this Agreement and the Development Agreement.

Section 8.05. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Limited Liability of City and MMD. The Developer agrees that any and all obligations of each of the City and the MMD arising out of or related to this Agreement are special obligations of the City and the MMD, and the MMD's obligations to make any payments hereunder are restricted entirely to the monies, in the Project Fund and, subject in all respects to Article III hereof, from no other source. Neither the MMD, the MMD Representative, nor any other MMD officer, official, or agent or City, the City Inspector, the City Representative, nor any other City employee, officer, official, or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 9.02. Audit. The MMD, the MMD Representative, the City Inspector or a finance officer of the City shall have the right, during normal business hours and upon the giving of three business days' prior written notice to a Developer, to review all books and records of the Developer pertaining to Costs and expenses incurred by the Developer only with respect to any of the Major Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 9.03. Notices. Any notice, 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 transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same

within twenty-four (24) hours after such transmission) or seventy-two (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 Celina, Texas 142 N. Ohio Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Fort & McDonald 6371 Preston Road, Suite 200 Frisco, Texas 75034
And to:	Attn: Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201
To the Developer:	Attn: Mehrdad Moayedi MM Celina 3200, 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
To the MMD:	Attn: Ross Martin Winstead PC 2728 N. Harwood Street, Suite 500 Dallas, Texas 75201 Email: rmartin@winstead.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.

The City shall advise the Developer and the MMD of the name and address of any person who is to receive any notice or other communication pursuant to this Agreement.

Section 9.04. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Any receivables due under this Agreement may be assigned by the Developer without the consent of, but upon written notice to the City and the MMD pursuant to Section 9.03 of this Agreement. The obligations, requirements, or covenants of this Agreement shall be able to be assigned to an affiliate or related entity of the Developer, or any lien holder on the Property, without prior written consent of the City or the MMD. The obligations, requirements, or covenants of this Agreement shall not be assigned by the Developer to a non-affiliate or non-related entity of the Developer without prior written consent of the City Manager and the MMD, except pursuant to a collateral assignment to any person or entity providing financing to the Developer for the Developer for a Major Improvement, provided such person or entity expressly agrees to assume all obligations of the Developer hereunder if there is a default under such financing and such Person elects to complete the Major Improvement. In connection with any consent of the City or the MMD, the City and the MMD may condition their respective consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all obligations of the Developer hereunder and/or upon any other reasonable factor which the City or the MMD deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be those of a Party hereto and not as an owner of property in the MMD. Nothing herein shall be construed as affecting the MMD's, the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, ordinances or subdivision requirements relating to the development of the lands in the MMD, including the applicable Construction Contracts and the Development Agreement. To the extent there is a conflict between this Agreement and the Development Agreement, the Development Agreement shall control. To the extent there is a conflict between this Agreement, the Development Agreement, and the Indenture, the Indenture shall control.

Section 9.07. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by any other Party, or the failure by a Party to exercise its rights upon the default of any other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the terms of this Agreement thereafter.

Section 9.08. Merger. No other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding.

Section 9.09. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the Parties hereto any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

Section 9.10. Amendment. This Agreement may be amended upon Agreement of the Parties, from time to time in a manner consistent with the PID Act and the MMD Act, in writing hereto and executed in counterparts, each of which shall be deemed an original.

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.12. Effective Date. This Agreement shall become effective upon its execution and delivery, by the Parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Effective Date.

Section 9.13. Term. The term of this Agreement, other than the provisions contained in Section 7.02, which shall survive the termination of this Agreement, shall be thirty (30) years or the later of the date on which (i) all amounts under this Agreement have been paid upon the redemption or defeasance of all outstanding Bonds issued under the Indenture.

Section 9.14 No Waiver of Powers or Immunity. Each of the City and the MMD does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

Section 9.15. No Boycott Israel. 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 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 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 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 9.16. Not a Listed Company. The Developer hereby 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 9.17 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 9.18 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.

[Execution pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF CELINA

By: _____
Name: Mindy Koehne, Mayor Pro-Tem

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM

_____
Julie Fort, Attorney for the City

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

MMD:

NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1

By:_____
Name: Greg Leveling
Its: President

ATTEST:

By:_____
Robert Klarer, Secretary

Exhibit A

Major Improvements and Budgeted Costs

Exhibit B

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for MM Celina 3200, LLC, a Texas limited liability company (the "Developer") and requests payment from:

[the Costs of Issuance Account of the Project Fund][the Major Improvements Account of the Project Fund] from Wilmington Trust, National Association, (the "Trustee") in the amount of _____DOLLARS ($_____) for costs incurred in the establishment, administration, and operation of the North Parkway Municipal Management District No. 1 (the "MMD"), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Major Improvements Construction, Funding, and Acquisition Agreement (the "CFA Agreement").

In connection to the above referenced payments, the Developer represents and warrants to the City and the MMD as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the above referenced establishment, administration, and operation of the MMD at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the MMD at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the CFA Agreement, the Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City and the MMD in conducting their review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City and the MMD to complete said review.

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.

b. Payment Instructions

I hereby declare that the above representations and warranties are true and correct.

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

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY MMD

The MMD is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the MMD approves the Closing Disbursement Request.

NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1

By: _____

Name: _____

Title: _____

Date: _____

Exhibit C

FORM OF CERTIFICATION FOR PAYMENT

The undersigned is an agent for MM Celina 3200, LLC, a Texas limited liability company (the "Developer") and requests payment from the Major Improvements Account of the Project Fund (as defined in the CFA Agreement) from the Wilmington Trust, National Association (the "Trustee") for the Bonds in the amount of $_____ for labor, materials, fees, and/or other general costs related to the construction of certain Major Improvements related to the North Parkway Municipal Management District No. 1 (the "Major Improvements"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Major Improvements Construction, Funding, and Acquisition Agreement (the "CFA Agreement").

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced Major Improvements have not 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 Major Improvements below is a true and accurate representation of the costs associated with the creation, acquisition, or construction of said Major Improvement, and such costs are in compliance with the CFA Agreement and the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the CFA Agreement, the Development Agreement and the Service and Assessment Plan.

5. All conditions set forth in the CFA Agreement, and the Development Agreement for the payment hereby requested have been satisfied.

6. The work with respect to the Major Improvement referenced below (or its completed segment) has been completed and the City may begin inspection of the Major Improvement.

7. The Developer agrees to cooperate with the City and the MMD in conducting their review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City and the MMD to complete said review.

8. As required by Texas Local Government Code, Section 252.051, as amended, the Developer has provided the City with an independent appraisal of any Major Improvement consisting of any real property, or any interest in real property including easements and rights-of-way

and open space if any, to be acquired by the City including specifically monies on deposit in the Project Fund.

Payments requested should include the following:

Payee / Description of Major Improvement	**Total Cost of Major Improvement**	**Budgeted Cost of Major Improvement**	**Amount to be paid from the Major Improvements Account**

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments.

Pursuant to the CFA Agreement, after receiving this Certification for Payment, the City is authorized to inspect the Major Improvement (or completed segment or phase) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans. Afterwards, the City must then accept or deny this Certification for Payment.

Payments requested hereunder shall be made as directed below:

c. X amount to Person or Account Y for Z goods or services.

d. Etc.

I hereby declare that the above representations and warranties are true and correct.

_____

By:_____
Name: _____
Title: _____
Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment, acknowledges the Certification for Payment, and finds the Certification for Payment to be in order. After reviewing the Certification for Payment, the City approves the Certification for Payment.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY MMD

The MMD is in receipt of the attached Certification for Payment, acknowledges the Certification for Payment, and finds the Certification for Payment to be in order. After reviewing the Certification for Payment, the MMD approves the Certification for Payment.

NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1

By: _____

Name: _____

Title: _____

Date: _____

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APPENDIX H

MARKET STUDY

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Zonda



Dynavest – Celina, TX
MM Dynavest 3,200 LLC
July 2021

Zonda

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Background/Objectives, Key Contacts & Limiting Conditions

BACKGROUND & OBJECTIVES

MM Celina Dynavest 3,200 LLC ("Client") is assessing the development opportunity associated with the 3,235-acre Dynavest tract in Celina, Texas. At build-out, the community could approximately 6,955 single-family homes, 4,074 apartments, and 1.355 million square feet of commercial space (retail and office). Client's goal is to understand the market-based opportunity for this site considering current and expected economic, housing, and commercial market conditions.

Note: This report was completed during the ongoing global health crisis created by the COVID-19 (coronavirus) outbreak, the duration and consequences of which are still largely unknown. Our research and conclusions are based upon the best information available to us at the time of publication.

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:

Tim Sullivan, Senior Managing Principal, oversees our Advisory practice. With over 38 years of experience, Mr. Sullivan is an expert in residential and mixed-use feasibility studies, strategic planning and product development, and regularly conducts market analyses around the United States and internationally.

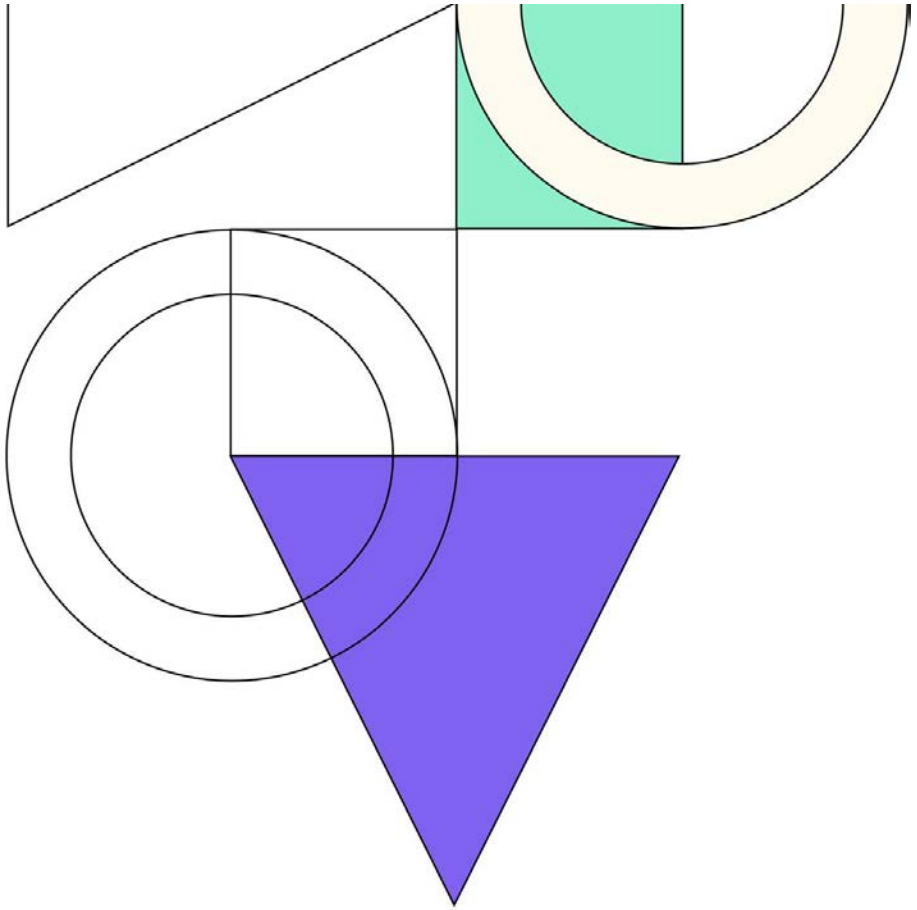
Kimberly Byrum, Managing Principal. Ms. Byrum is an expert in multifamily feasibility studies, econometric forecasting, and product development and has completed numerous studies in her 30 years of experience in the Real Estate Industry. She has worked extensively on all multifamily product types throughout the United States.

Bryan Glasshagel, Senior Vice President. Mr. Glasshagel has over 21 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.

John Christian, Vice President. Mr. Christian brings valuable expertise with 24 years of market research experience in economic development, real estate and transportation. He brings multifamily expertise conducting due diligence that includes unit mix analysis, pricing and forecasting with in-depth experience in student housing throughout the United States.

Shaun McCutcheon, Vice President. Mr. McCutcheon has 17 years of experience in the real estate industry and specializes in market analysis for our master planned consulting assignments. Mr. McCutcheon has worked all over the United States on residential assignments and leads our commercial studies.

Additional support was provided as needed.

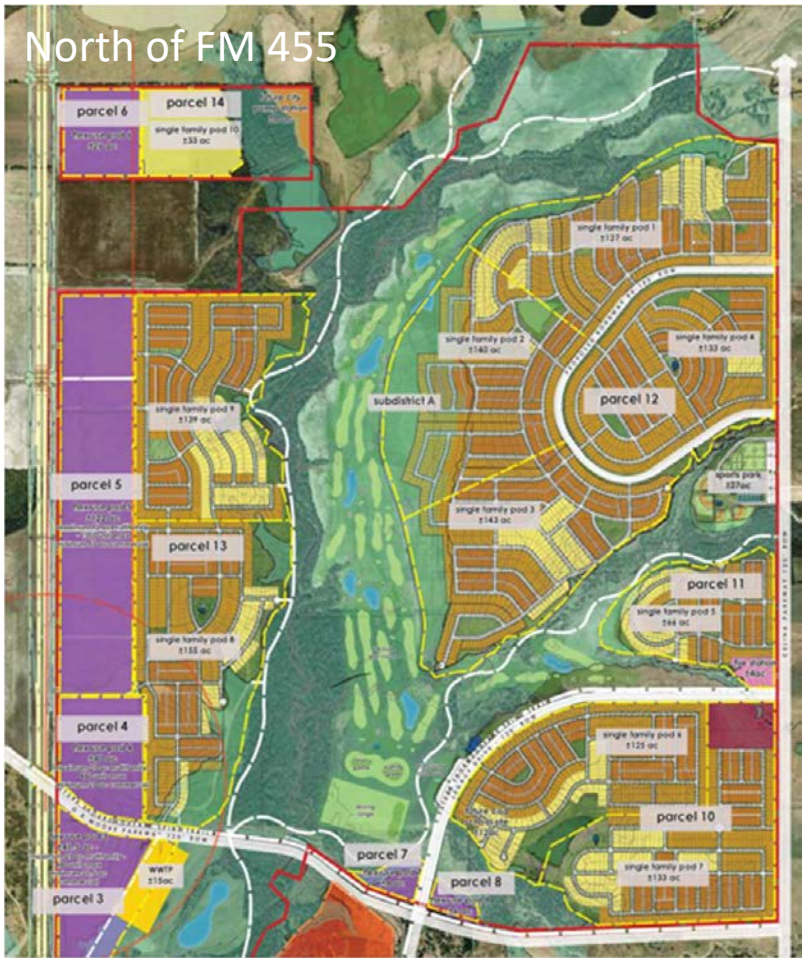


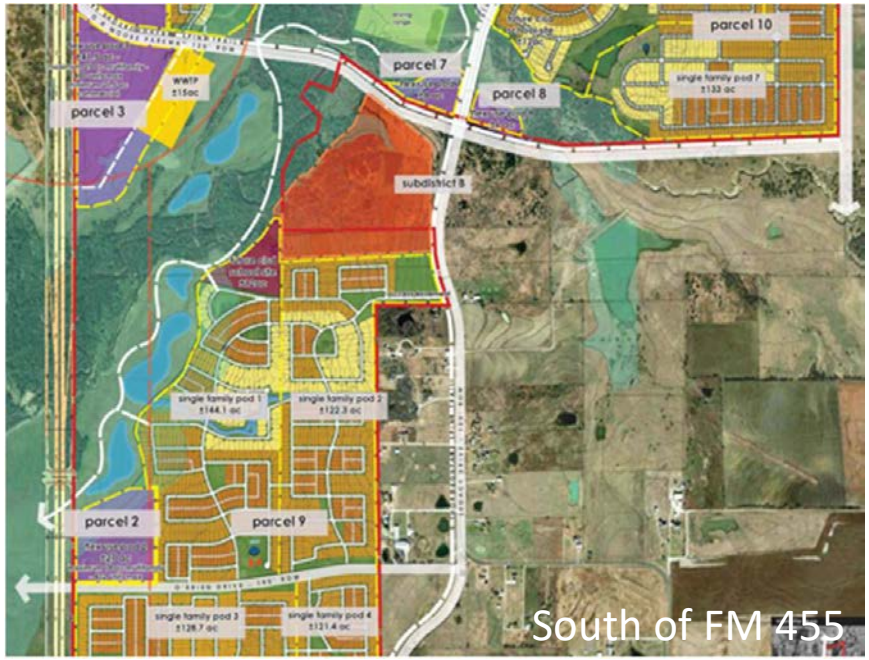
Project Overview

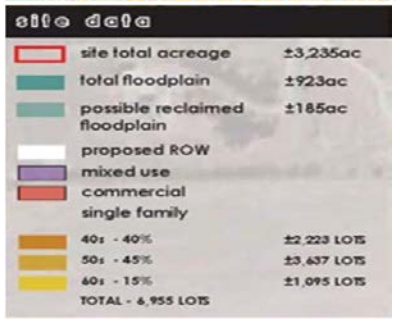
Overall Site Plan

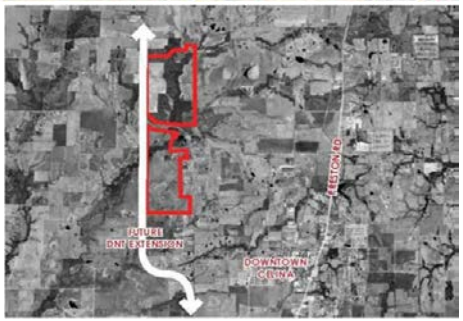
Project Overview

The Dynavest tract encompasses 3,235-acres along the future extension of the Dallas North Tollway in Celina, Texas. At build-out, the amenitized master planned community could include up to 6,955 single-family homes, 4,074 apartments, and 1.355 million square feet of commercial space (retail/office). Additional plans for the community includes open space, community amenity centers, and future onsite elementary schools.









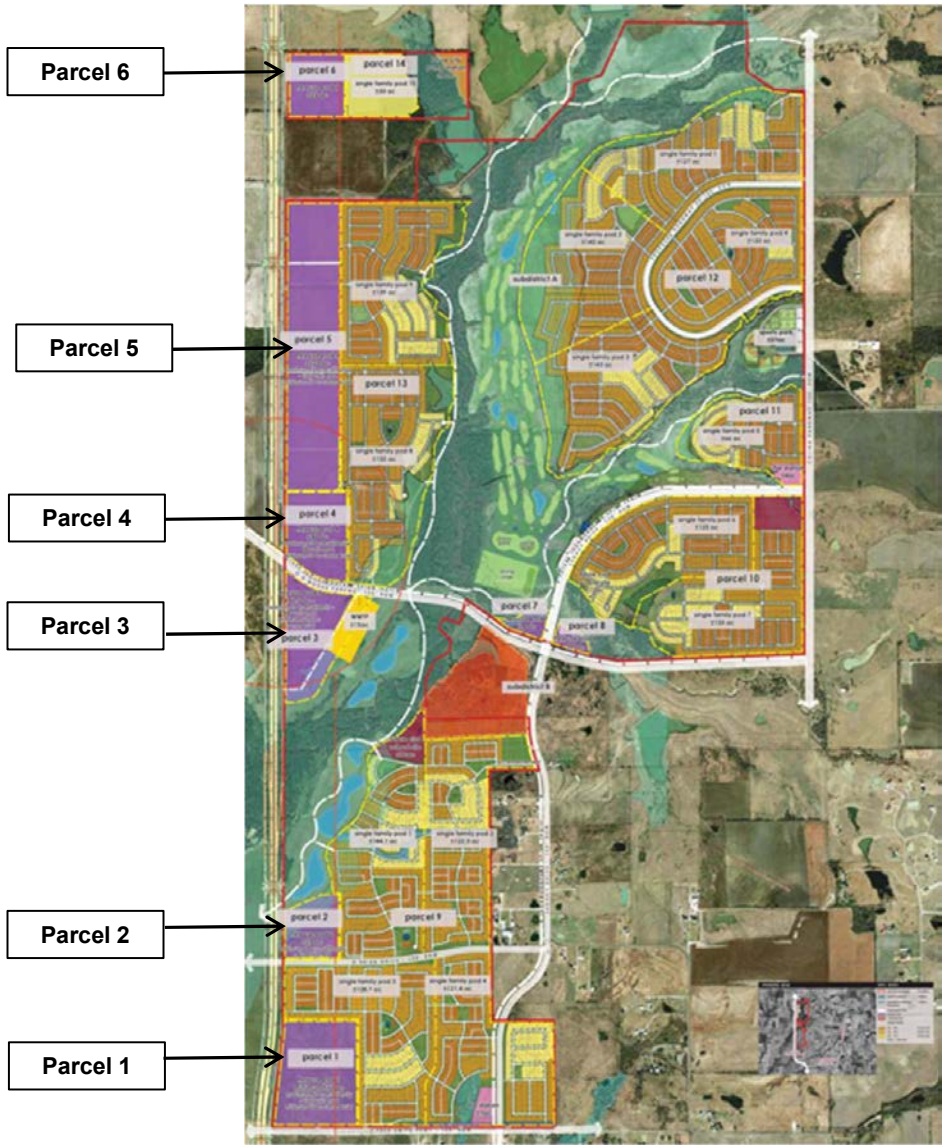
Source: MM Celina Dynavest 3,200 LLC

Commercial Site Plan

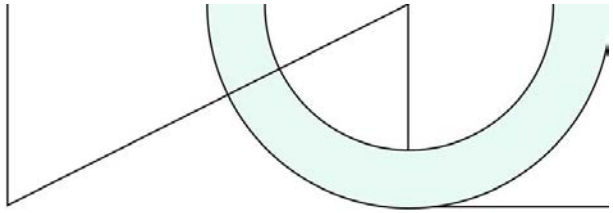
Project Overview

The Subject Property comprises a series of commercial parcels on the western portion of the Dynavest tract that will include retail, office, and other potential uses. These commercial parcels are shown in purple on the site plan and total 276 acres. These parcels represent a logical location for commercial development since they are situated along the future expansion of Dallas North Tollway, offering a high traffic and highly visible regional location in the future. The commercial parcels will also be supported by the significant for sale and apartment development planned for the Subject Property.

Parcel	Flex Use Acres	Commercial Acres	Multifamily Acres
1		20	
2	27		
3		21.5	20
4		20	20
5	122		
6	26		
TOTAL	**175**	**61.5**	**40**



6 *Source: Dynavest, KFM Engineering*



Site Photos

Project Overview

The Dynavest tract offers an attractive rolling topography and desirable natural setting. With significant frontage along the future extension of the Dallas North Tollway (frontage roads in place by August 2022), the Dynavest tract will offer excellent access and visibility. The site offers a rolling topography and natural setting that is preserved down the spine of the property (between development sections to the east and west). No negative site conditions were noted during our fieldwork.

Future Dallas North Tollway



View Southwest from FM 455



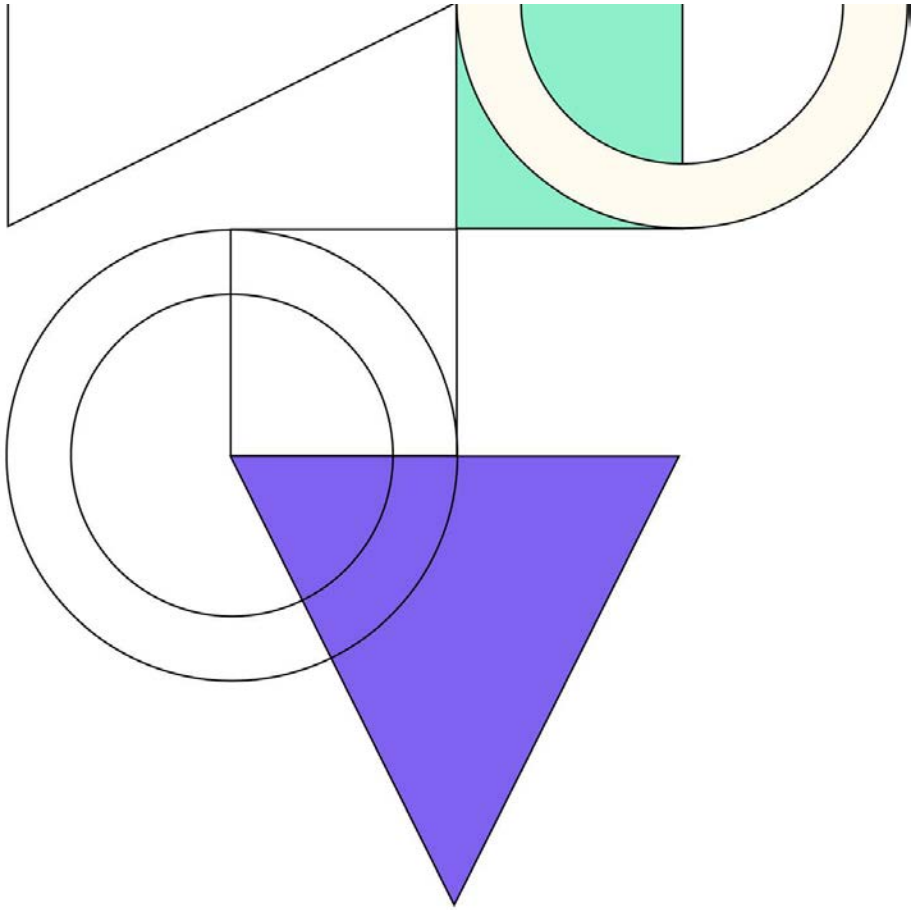
View West from FM 455



View East from FM 455



Source: Zonda



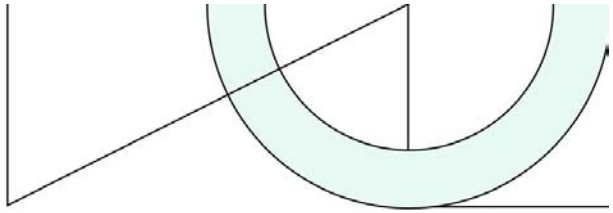
Key Findings

Summary of Key Conclusions (For Sale Housing)

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 demand for new homes in the CMA with nearly 4,000 annual starts (up 31% YOY) and 3,200 annual closings (up 29% YOY).
  - ✓ Established strong demand at large-scale MPCs in the CMA (Sutton Fields and Light Farms).
  - ✓ Unique ability to introduce 40' wide lot product that can mitigate the impact of rising home prices in the CMA and DFW.
  - ✓ Recommended price points that target the core of the new home market in the CMA ($300,000 to $500,000 – 53% of starts).
  - ✓ Ability to fill the expected demand void as communities in the CMA build-out (Sutton Field, Light Farms, etc.).
  - ✓ Vacant developed lot supply levels in the CMA (13.5 months) are significantly constrained (equilibrium is 20 to 24 months).
  - ✓ High-volume builder partners should result in top of market absorption for the Subject Property.
- **The Subject Property could face some potential headwinds as well.** Challenges that will need to be mitigated include:
  - ✓ Local services near the Subject Property remain limited. While this will evolve over time, residents in the area currently must drive 13 miles to larger format shopping options. Mitigating factor is a Brookshire's grocery store is less than five miles away.
  - ✓ While current supply levels in the CMA are constrained, an additional 44,400 future platted lots exist in the CMA (Celina and Prosper ISDs). While these lots are not under active development, supply conditions will need to be monitored.
  - ✓ Internal competition for sales will be strong at the Subject Property with between four and seven builders concurrently selling homes on each lot size. Adequate product and price segmentation will be needed to minimize internal cannibalization of sales.
- **Based on the proposed lot sizes, our concluded base prices for the Subject Property range from $310,990 to $485,490 (July 2021 dollars).** In addition to base prices, we estimated that buyers will spend 3.0% of base prices on options and upgrades and 1.0% of base prices on lot premiums to arrive at an average sale price of $398,629 ($164/SF). This creates an attractive market position when compared to large-scale communities such as Sutton Fields ($307,999 to $515,950), Light Farms ($390,000 to $717,000), Green Meadows ($380,900 to $649,990), and Cambridge Crossing ($490,990 to $654,990).
- **Based upon the proposed lot sizes and our recommended price points, we estimate that the Subject Property could achieve a peak annual absorption pace of 654 homes sold per year.** Our hypothetical build-out of the community occurs over the course of roughly 13 years with a strong mix of product offered throughout much of the lifecycle of the community. At 654 sales per year, the Subject Property would rank as the most active new home community in the Metroplex. As a comparison, the five most active new home communities in the Metroplex started between 507 and 605 homes between 3Q20 and 2Q21. While aggressive, we believe the combination of attractive pricing, high-volume builder partners, established demand in the CMA, and market-wide supply constraints will allow the Subject Property to achieve these absorption levels.

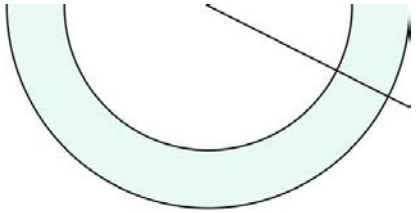


Summary of Key Conclusions (Apartments)

Key Findings

The following are the key findings from our research.

- **Historical conditions and market forecast indicate demand for multifamily units.** This is based on several factors, including:
  - ✓ Positive unit absorption resulting in high occupancies and positive rent growth;
  - ✓ Minimal current apartment stock in the CMA portion of the Frisco submarket;
  - ✓ Demand has typically been strongest for one-bedroom units; and
  - ✓ Continued job growth and development commencing along the Dallas North Tollway and in the Celina area.
- **Based on market conditions, two phases of development are recommended.** The following are the recommended phasing:
  - ✓ Phase I should be delivered in first quarter of 2024 at the earliest and the second phase two years later (any additional phases should be developed afterwards depending on the performance of the first two phases and future pipeline supply).
  - ✓ Building design is recommended as garden-style design with surface parking as well as carports and detached garages.
  - ✓ Phase I: 300 units with sizes ranging from 650 to 1,550 square feet and rent from $1,412 to $2,496 per month ($1.86 per square foot on average).
  - ✓ Phase II: 300 units with sizes ranging from 625 to 1,575 square feet and rent from $1,395 to $2,520 per month ($1.91 per square foot on average). Phase II has smaller units and three-bedroom townhomes.
  - ✓ Estimated average absorption is 30 units per month.
  - ✓ Future phases should come online based on the absorption, stabilization, and performance of the first two phases and market demand.



Summary of Key Conclusions (Retail)

Key Findings

The chart below considers the supportable square footage by retail type and translates that into a realistic buildout for the Celina Dynavest Commercial Core currently and using household growth and income projections through 2036. The recommended retail program equates to a demand for marginal retail demand currently but an additional 145,500 square feet by the end of 2026, an additional +/-259,000 square feet by the end of 2031, and an additional 268,500 square feet by the end of 2036 (total of 673,000 square feet of supportable retail space).

Potential annual lease rates for in-line retail space at Celina Dynavest Commercial Core are estimated to be approximately $25.00 to $30.00 per square foot per year on a NNN basis. Anchor tenant lease rates are typically negotiable and dependent on store size, lease duration, and tenant improvement allowances among other variables.

At a building coverage ratio of 30%, a retail development comprising 673,000 square feet would require approximately 51.5 acres of land.

Hypothetical Retail Buildout at Dynavest Celina Commercial Site (Square Feet)

	2021	2026	2031	2036	TOTAL
Dept. Stores Excluding Leased Depts.	0	30,000	30,000	25,000	85,000
Bldg Material & Supplies Dealers	0	0	0	72,000	72,000
Grocery Stores	0	55,000	0	55,000	110,000
Restaurants/Other Eating Places	0	25,000	25,000	25,000	75,000
Sporting Goods/Hobby/Musical Instr	0	0	27,000	12,000	39,000
Health & Personal Care Stores	0	9,000	12,000	9,000	30,000
Other General Merchandise Stores	0	10,000	15,000	11,000	36,000
Furniture Stores	0	0	15,000	7,500	22,500
Clothing Stores	0	0	15,000	6,000	21,000
Home Furnishings Stores	0	0	10,000	6,000	16,000
Auto Parts, Accessories & Tire	0	7,000	7,000	7,000	21,000
Other Miscellaneous Store Retailers	0	5,000	5,000	5,000	15,000
Electronics & Appliance Stores	0	2,500	3,000	3,000	8,500
Office Supplies, Stationery & Gifts	0	0	0	10,000	10,000
Used Merchandise Stores	0	0	0	0	0
Jewelry, Luggage & Leather Goods	0	0	3,000	3,000	6,000
Beer, Wine & Liquor Stores	0	2,000	2,000	2,000	6,000
Book, Periodical & Music	0	0	3,000	1,500	4,500
Shoe Stores	0	0	3,000	1,500	4,500
Specialty Food Stores	0	0	2,000	2,000	4,000
Direct Selling Establishments	0	0	0	0	0
Drinking Places - Alcoholic Beverages	0	0	2,000	2,000	4,000
Florists	0	0	0	2,000	2,000
Special Food Services	0	0	0	1,000	1,000
Lawn & Garden Equip & Supply	0	0	0	0	0
Non-Traditional Retail (Fitness Centers)	0	0	20,000	0	20,000
Non-Traditional Retail (Movie Theater/ Ent.)	0	0	60,000	0	60,000
TOTAL	**0**	**145,500**	**259,000**	**268,500**	**673,000**

Source: Zonda, ESRI, ULI

Summary of Key Conclusions (Office)

Key Findings

Our demand model supports absorption of approximately 41,500 square feet of office space at the Subject Project annually over the next 15 years, for a total of 665,000 square feet of leasable office space. Our office demand analysis is based on job growth projections by industry for the Dallas-Ft Worth MSA's office market which are then refined by applying low and high capture rate estimates for the local submarket and ultimately for the Subject Property. The tables below represent realistic demand (average of low and high capture percentages) for office space annually over the next 15 years. We project that demand for office space increases over time, as the area grows and evolves into an increasingly viable location for future office development.

Potential annual lease rates for office space at Celina Dynavest Commercial Core are estimated to be approximately $26.00 to $30.00 per square foot per year. For perspective, lease rates for newly completed office space range from $24.50 per square foot per year in Prosper to $27.00 per square foot per year in Celina to $39.00 per square foot per year in Frisco.

At a building coverage ratio of 40%, an office development comprising 665,000 square feet would require approximately 38.2 acres of land.

ZONDA Buildout for CELINA DYNAVEST (Woods & Poole Projections) - Office Size and Demand (SF) Capture Rates

Year	Estimated Annual Capture: PLANO/ ALLEN SUBMARKET (%)		Estimated Annual Capture: CELINA DYNAVEST (SUBJECT) (%)	
	Low	High	Low	High
2021	20.0%	30.0%	0.0%	0.0%
2022	20.0%	30.0%	0.0%	0.0%
2023	10.0%	15.0%	1.0%	2.0%
2024	10.0%	15.0%	1.0%	2.0%
2025	10.0%	15.0%	1.0%	2.0%
2026	7.5%	12.5%	2.5%	5.0%
2027	7.5%	12.5%	2.5%	5.0%
2028	7.5%	12.5%	2.5%	5.0%
2029	7.5%	12.5%	2.5%	5.0%
2030	5.0%	6.0%	5.0%	10.0%
2031	5.0%	6.0%	5.0%	10.0%
2032	5.0%	6.0%	5.0%	10.0%
2033	5.0%	6.0%	5.0%	10.0%
2034	5.0%	6.0%	5.0%	10.0%
2035	5.0%	6.0%	5.0%	10.0%
2036	5.0%	6.0%	5.0%	10.0%

Assumptions/ Rationale:

Market: The Plano/ Allen market comprises 5.2% of the total office inventory in the Dallas-Ft Worth MSAs, and current indicators are stronger than the overall capture in terms of office development: annual deliveries over the past five years represent 18.5% of the MSA, and absorption equates to 53% of overall absorption. Over the past two years, deliveries have comprised 11.4% of the MSA and absorption has represented 0.5% of the MSA. Currently the amount of space under construction represents 46.5% of the DFW market, and the submarket is projected to represent 20% of deliveries and 33% of absorption over the next five years. Accordingly, we suggest a strong capture of 20.0% to 30.0% of the overall market over the near term, followed by more moderate capture over time.

Subject: Capture as a percentage of the Plano/ Allen market is minimal in the near term (0.0% to 2.0%), based on the limited office development activity that has occurred to date in and around Celina as well as feedback from commercial brokers that are active in the local market. Capture can in increase over time, as the local population grows and complimentary uses are introduced (retail, multifamily) in and around the masterplan.

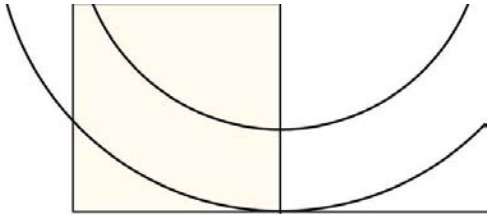
Source: Zonda, Woods & Poole, REIS

ZONDA Optimistic Buildout for CELINA DYNAVEST (Woods & Poole Projections) - Office Size and Demand (SF)

Year	Dallas-Ft Worth MSAs Office Demand (SF)	Plano/ Allen Demand (SF)	Total Office Demand (SF) CELINA DYNAVEST
2021	28,360,913	7,090,228	0
2022	12,041,675	3,010,419	0
2023	11,697,019	1,462,127	23,394
2024	11,931,694	1,491,462	23,863
2025	11,979,844	1,497,480	23,960
2026	12,236,844	1,223,684	49,712
2027	12,377,569	1,237,757	50,284
2028	12,443,413	1,244,341	50,551
2029	12,597,481	1,259,748	51,177
2030	12,735,031	700,427	54,124
2031	12,894,894	709,219	54,803
2032	13,029,006	716,595	55,373
2033	13,163,638	724,000	55,945
2034	13,319,419	732,568	56,608
2035	13,474,844	741,116	57,268
2036	13,634,738	749,911	57,948
AVERAGE:	**13,619,876**	**1,536,943**	**41,563**
TOTAL:	**217,918,019**	**24,591,083**	**665,011**

For Perspective - REIS/ CoStar Market Data

		Plano/ Allen % share of DFW MSAs
Plano/ Allen market share of Dallas-Ft Worth MSAs	5.2%	
Avg. Annual Deliveries in Dallas-Ft Worth MSAs (1982 - 2020)	7,125,641	
Avg. Annual Deliveries in Dallas-Ft Worth MSAs (2015 - 2020)	7,333,333	
Avg. Annual Deliveries in Dallas-Ft Worth MSAs (2019 - 2020)	6,400,000	
Avg. Annual Deliveries in Dallas-Ft Worth MSAs (2021P - 2025P)	1,784,000	
Dallas-Ft Worth MSAs Under Construction (Current)	1,684,700	
Average Absorption in Dallas-Ft Worth MSAs (2015 - 2020)	2,437,833	
Average Absorption in Dallas-Ft Worth MSAs (2019 - 2020)	657,000	
Average Absorption in Dallas-Ft Worth MSAs (2021P - 2025P)	1,790,600	
Avg. Annual Deliveries in Plano/ Allen (2015 - 2020)	1,356,500	**18.5%**
Avg. Deliveries in Plano/ Allen (2019 - 2020)	728,500	**11.4%**
Avg. Absorption in Plano/ Allen (2015 - 2020)	1,296,167	**53.2%**
Avg. Absorption in Plano/ Allen (2019 - 2020)	3,500	**0.5%**
Plano/ Allen Under Construction (Current)	784,000	**46.5%**
Avg. Deliveries in Plano/ Allen (2021P - 2025P)	371,800	**20.8%**
Avg. Absorption in Plano/ Allen (2021P - 2025P)	600,800	**33.6%**



Absorption Summary

Key Findings

Based upon our analysis, the Subject Property can likely build-out over the course of 15 years. While demand exists today for both the for sale and for rent residential components of the Subject Property, commercial components will need to come online as additional households/rooftops are added both within the Subject Property and in Celina and as infrastructure improvements are completed (i.e. extension of the Dallas North Tollway). Growth or infrastructure delays could negatively impact demand for the commercial components of the Subject Property, pushing out the potential market-entry dates or extending the absorption timelines shown in the table below (particularly as it relates to potential demand for office space). While we project the for rent residential component bringing 300 units to market in 2023 and 2025, this delivery schedule should increase as shown below as the local area continues to evolve and grow.

			Annual Absorption (Lots/Units/SF)																	
Project Name	Land Use	Total Lots/Units/SF	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Dynavest	For Sale Residential	6,955				174	545	610	654	654	654	654	567	486	486	486	486	498		
Dynavest	For Rent Residential	4,074					300		300	*450*		*500*	*350*		*425*	*400*		*475*	*450*	*424*
Dynavest	Retail	673,000				36,375	*36,375*	*36,375*	*36,375*	*51,800*	*51,800*	*51,800*	51,800	51,800	53,700	53,700	53,700	53,700	53,700	
Dynavest	Office	665,011				23,394	23,863	23,960	49,712	50,284	50,551	51,177	54,124	54,803	55,373	55,945	56,608	57,268	57,948	

	Land Use	Total Lots/Units/SF	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Totals by Land Use:	For Sale Residential	6,955	0	0	0	174	545	610	654	654	654	654	567	486	486	486	486	498	0	0
	% of Total (Cumulative)		0%	0%	0%	3%	10%	19%	29%	38%	47%	57%	65%	72%	79%	86%	93%	100%	100%	100%
	For Rent Residential	4,074	0	0	0	0	300	0	300	450	0	500	350	0	425	400	0	475	450	424
	% of Total (Cumulative)		0%	0%	0%	0%	7%	7%	15%	26%	26%	38%	47%	47%	57%	67%	67%	79%	90%	100%
	Retail	673,000	0	0	0	36,375	36,375	36,375	36,375	51,800	51,800	51,800	51,800	51,800	53,700	53,700	53,700	53,700	53,700	0
	% of Total (Cumulative)		0%	0%	0%	5%	11%	16%	22%	29%	37%	45%	52%	60%	68%	76%	84%	92%	100%	100%
	Office	665,011	0	0	0	23,394	23,863	23,960	49,712	50,284	50,551	51,177	54,124	54,803	55,373	55,945	56,608	57,268	57,948	0
	% of Total (Cumulative)		0%	0%	0%	4%	7%	11%	18%	26%	33%	41%	49%	57%	66%	74%	83%	91%	100%	100%

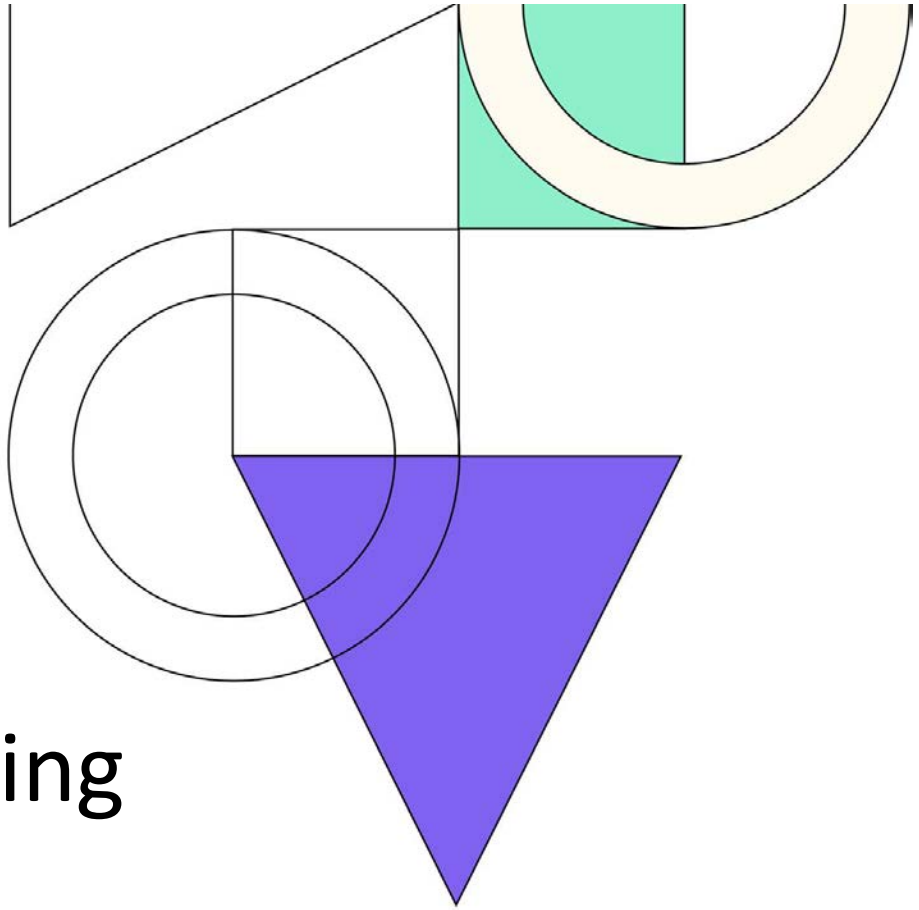
Footnotes:

1) For Sale Residential: Given our build-out methodology and calculations, some annual figures are adjusted by 0.5 to account for rounding needed to match overall unit counts.

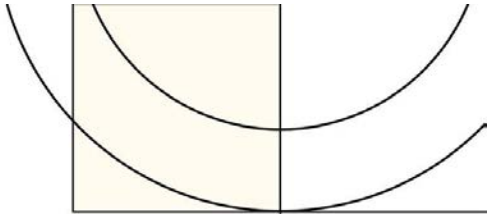
2) For Rent Residential: Units in italics are approximate delivery dates for later phases not assessed in our market studies (assumption is these phases will be brought to market once earlier phases are stabilized)

3) Retail: Given that our demand model calculates demand in five year intervals, the table above spreads project level absorption across the intervening years using demand in place currently, demand in 2026, demand in 2031, and demand in 2036.

Source: Zonda



For Sale Product, Pricing & Absorption

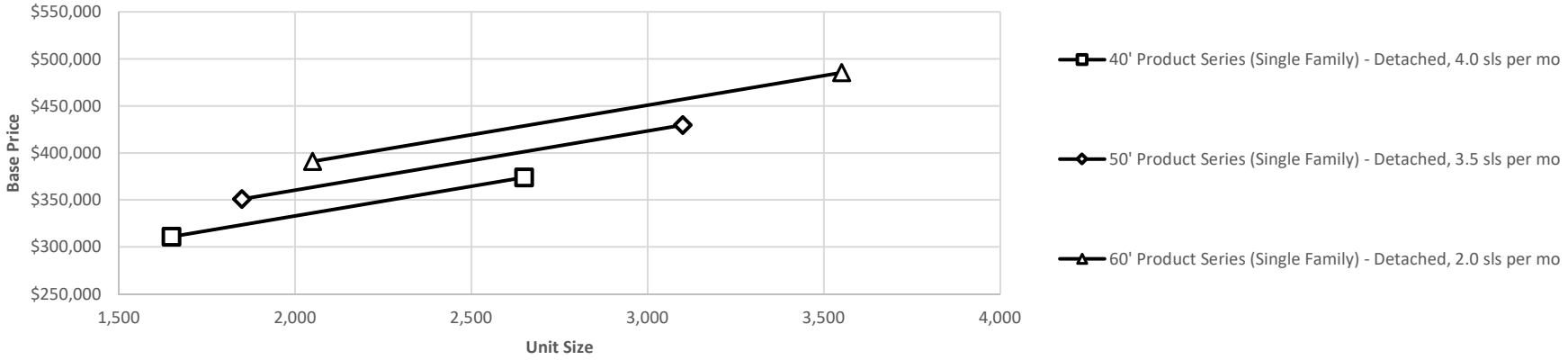


Current & Recommended Pricing

For Sale Product, Pricing, and Absorption

Based on the proposed lot sizes, our concluded base prices for the Subject Property range from $310,990 to $485,490 (July 2021 dollars). In addition to base prices, we estimated that buyers will spend 3.0% of base prices on options and upgrades and 1.0% of base prices on lot premiums to arrive at an average sale price of $398,629 ($164/SF). This creates an attractive market position when compared to large-scale communities such as Sutton Fields ($307,999 to $515,950), Light Farms ($390,000 to $717,000), Green Meadows ($380,900 to $649,990), and Cambridge Crossing ($490,990 to $654,990). Given that each product series will include between four and seven builder programs, actual base prices will likely land slightly above or below our recommendations given product offering differences amongst builder partners. While the Subject Property could support higher home prices, our recommendations took into account the expected builder partners and were designed to optimize the overall sales/absorption potential of the community.

								— Incentives —		— Typical Spending —		Estimated	Existing	
Ref	Project/Subdivision	Type	Configuration	# of Units	Est % of Total Units	Average Unit Size	Base Price	Price Reduction	Options/ Upgrades	Options / Upgrades	Lot Premiums	Closing Price	Closing $/SF	Est. Sales Rate
A	40' Product Series	Single Family	Detached	2,223	32%	2,150	$342,490	$0	$0	$10,275	$3,425	$356,190	$166	4.00
B	50' Product Series	Single Family	Detached	3,637	52%	2,475	$390,365	$0	$0	$11,711	$3,904	$405,980	$164	3.50
C	60' Product Series	Single Family	Detached	1,095	16%	2,800	$438,240	$0	$0	$13,147	$4,382	$455,770	$163	2.00
Community Summary				6,955	100%	2,422	$382,600	$0	$0	$11,478	$3,826	$397,904	$164	9.50



15 *Source: Zonda*

Price Appreciation

For Sale Product, Pricing, and Absorption

While our recommended prices are in July 2021 dollars, continued strong price appreciation is expected over the near-term in the Metroplex. The table below shows our current recommended prices (July 2021 dollars) being inflated by projected appreciation rates from a variety of sources (Zonda, Zillow, Moody's, etc.):

Ref	Project/Subdivision	Type	Configuration	Builder Programs	# of Units	Average Total Price	2021 3.7%	2022 4.5%	2023 3.7%	2024 3.5%	2025 3.0%
1	40' Product Series	Single Family	Detached	4	2,223	$356,190	$369,369	$385,990	$400,272	$414,281	$426,710
2	50' Product Series	Single Family	Detached	7	3,637	$405,980	$421,001	$439,946	$456,224	$472,192	$486,357
3	60' Product Series	Single Family	Detached	7	1,095	$455,770	$472,633	$493,902	$512,176	$530,102	$546,005
Community Summary					6,955	$397,904	$412,627	$431,195	$447,149	$462,799	$476,683

Note: 2021 appreciation in the table above is for the remaining five months of the year.

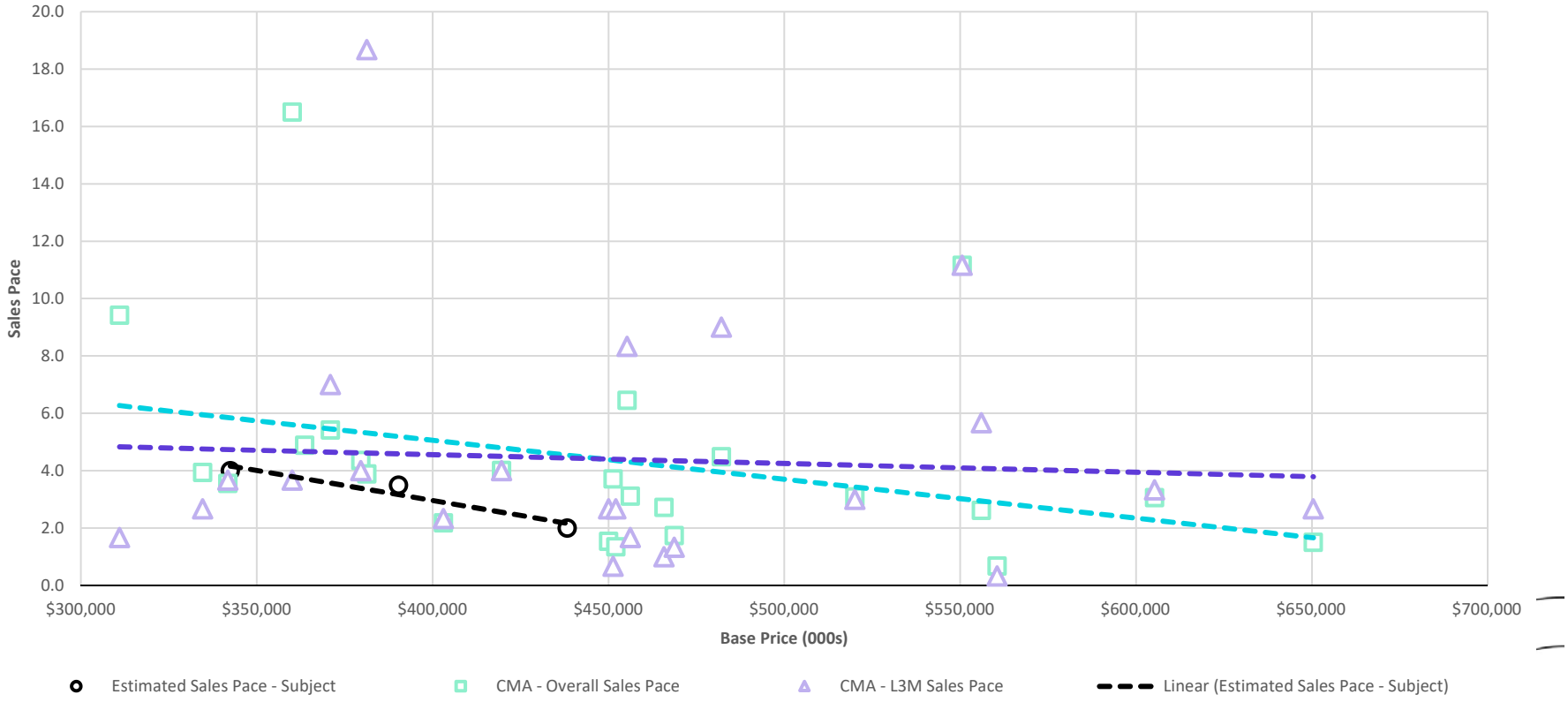
While strong demand and the high cost of building materials will likely continue to influence pricing in 2021, appreciation levels could taper off in 2022 if material pricing stabilizes, affordability levels continue to erode, or if interest rates increase. Early signs of this are emerging with price increases across the Metroplex slowing over the past couple of months (some builders have paused price increases).

[16] *Source: Zonda; Zillow; Moody's*

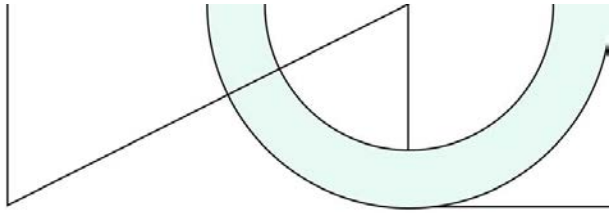
Elasticity of Demand

For Sale Product, Pricing, and Absorption

Our market research indicates that the competitive market is elastic with a direct relationship between price and absorption. The chart below reflects two markers for each of the actively selling communities surveyed for this engagement. One marker reflects the sales rate since the builder program opened and one reflects the sales rate for the builder program over the past three months. The trend lines in the competitive market provide support for our projected sales rates for the Subject Property. While our concluded absorption rates are slightly below the overall trendlines, this is reasonable given the impact of select D.R. Horton communities (above 16.0 sales per month) and the fact that the Subject Property will have between four and seven concurrently selling builder programs on each lot size (enhanced internal competition for sales).



17 *Source: Zonda; Individual Communities*



CMA Starts, Closings, & Inventory

For Sale Product, Pricing, and Absorption

In aggregate, start and closing activity at communities surveyed in the CMA increased significantly over the past 12 months. Driven mainly by new communities brought to market, new home starts at surveyed communities in Celina increased 59% over the past year. Sutton Fields (#8) and Light Farms (#29) were among the 30 most active communities in the Dallas-Ft. Worth MSA.

Community	Annual Starts			Annual Closings			VDL Inventory		1Q21 VDL Inventory		Future Lots	Remaining
	2Q20	2Q21	Peak	2Q20	2Q21	Peak	2Q20	2Q21	Months	Years	2Q21	Years
Sutton Fields	336	434	434	333	279	363	352	222	6.1	0.5	771	2.3
Light Farms	224	271	384	230	283	358	338	302	13.4	1.1	352	2.4
The Columns	18	224	224	-	39	47	243	19	1.0	0.1	0	0.1
Cambridge Crossing	7	138	138	-	55	55	310	183	15.9	1.3	1,221	10.2
Bluewood	234	120	234	182	162	228	62	154	15.4	1.3	138	2.4
Glen Crossing	44	107	107	54	87	87	216	166	18.6	1.6	0	1.6
Chalk Hill	-	89	89	-	5	5	-	68	9.2	0.8	279	3.9
Buffalo Ridge	63	74	74	61	25	67	24	11	1.8	0.1	71	1.1
Green Meadows	-	13	13	-	-	-	-	383	353.5	29.5	3,993	336.6
Total	**926**	**1,470**	**-**	**860**	**935**	**-**	**1,545**	**1,508**	**12.3**	**1.0**	**6,825**	**5.7**

Most active surveyed communities in Celina have less than four years of remaining lot supply. Seven communities that started 1,319 new homes between 3Q20 and 2Q21 have less than fours year of remaining lot supply. Only larger-scale communities such as Green Meadows and Cambridge Crossing (both higher price points communities) will significantly overlap sales activity at the Subject Property. Given price points and builder mix, the Subject Property represents excellent replacement product for Sutton Fields (most active community in the CMA). Given that the CMA has 44,400 future platted lots (including the Subject Property and the communities listed above), supply conditions should be monitored on a go forward basis.

[18] *Source: Zonda; Individual Communities*

Marketing and Absorption Assumptions

For Sale Product, Pricing, and Absorption

Our hypothetical build-out of the Subject Property has several underlying marketing assumptions. In order to achieve an optimal build-out of the Subject Property, our absorption projections were based upon the following:

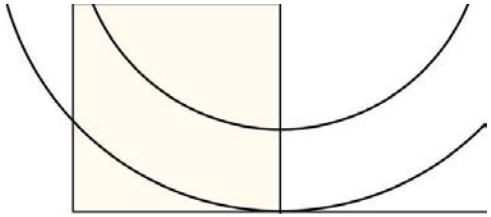
- ❑ Sales activity ramps up over the first 24 months (80% of peak in M1-12, 90% of peak in M13-24, and 100% of peak in M25+).
- ❑ Each product series / lot size will feature between four and seven concurrently selling builder programs.
- ❑ Inclusion of appropriately segmented and priced product series that limits internal cannibalization of sales.
- ❑ Access to the Subject Property via future Dallas North Tollway frontage roads.
- ❑ Inclusion of high-volume builder partners (D.R. Horton, Lennar, etc.).
- ❑ 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.

Our build-out also assumes an eventual leveling out of start and closing activity in the Dallas-Ft. Worth MSA (volume likely continuing to rise through 2021 and 2022). While our near-term projections do not call for a decline in activity, double-digit increases in annual start and closing activity will likely pull back in the coming years.

While at the top of the market, our absorption projections for the Subject Property appear achievable. Our peak projected annual absorption pace for the Subject Property is 654 home sales in year four of development activity (2026). While higher than current activity levels at other communities in the CMA and the broader market, we believe several factors support this conclusion:

- ❑ Subject Property is effectively replacement product for Sutton Fields (Centurion American community with 434 annual starts).
- ❑ Price position that is at the lower-end of the CMA (both the 40’ and 50’ product series focus on prices below $400,000).
- ❑ Many communities surveyed in the competitive market will build-out prior to the Subject Property being brought to market.
- ❑ Inclusion of builder partners that typically achieve top of market absorption rates (D.R. Horton and Lennar).
- ❑ Both the CMA (13.7 months) and the Metroplex (13.5 months) have VDL levels significantly below equilibrium (20 to 24 months).

At 654 sales per year, the Subject Property would rank as the most active new home community in the Metroplex. As a comparison, the five most active new home communities in the Metroplex started between 507 and 605 homes between 3Q20 and 2Q21.



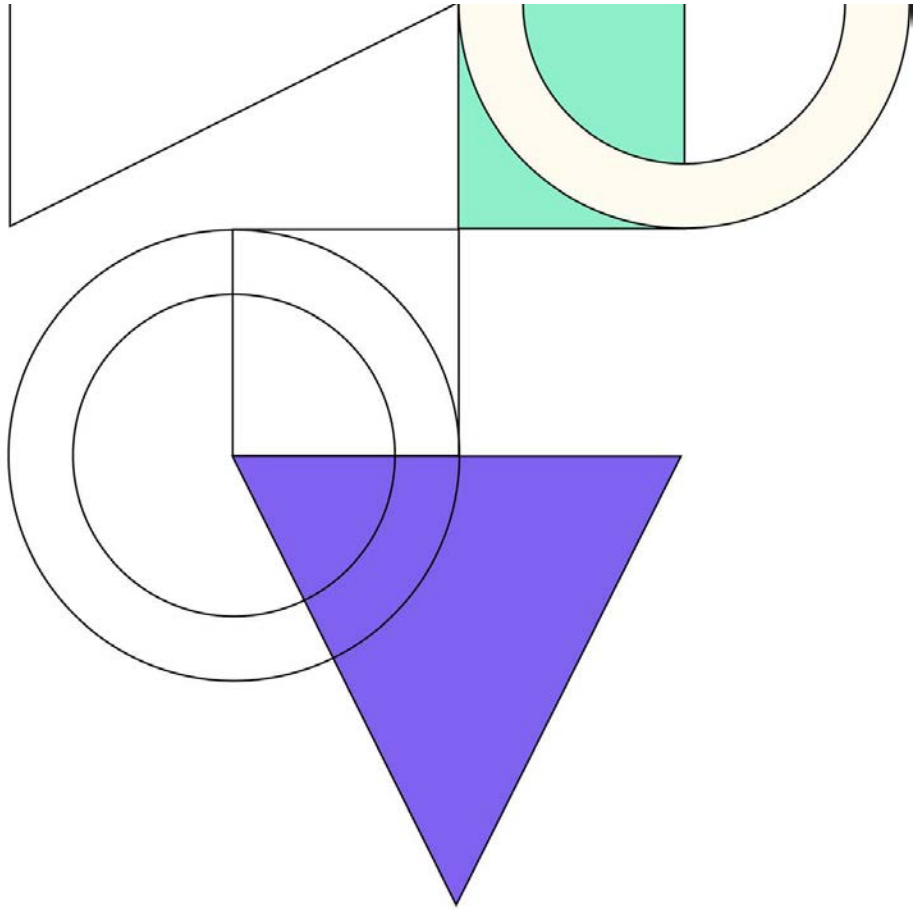
Estimated Annual Absorption

For Sale Product, Pricing, and Absorption

Based upon the proposed lot sizes and our recommended price points, we estimate that the Subject Property could achieve a peak annual absorption pace of 654 homes sold per year. Our hypothetical build-out of the community occurs over the course of roughly 13 years with a strong mix of product offered throughout much of the lifecycle of the community:

Ref	Project/Subdivision	Type	Configuration	Builder Programs	# of Units	Average Yr/Pace	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
1	40' Product Series	Single Family	Detached	4	2,223	171			51	160	179	192	192	192	192	192	192	192	192	192	105
2	50' Product Series	Single Family	Detached	7	3,637	280			78	245	274	294	294	294	294	294	294	294	294	294	393
3	60' Product Series	Single Family	Detached	7	1,095	137			45	140	157	168	168	168	168	81					
Community Summary					6,955	588	0	0	174	545	610	654	654	654	654	567	486	486	486	486	498

 Source: Zonda



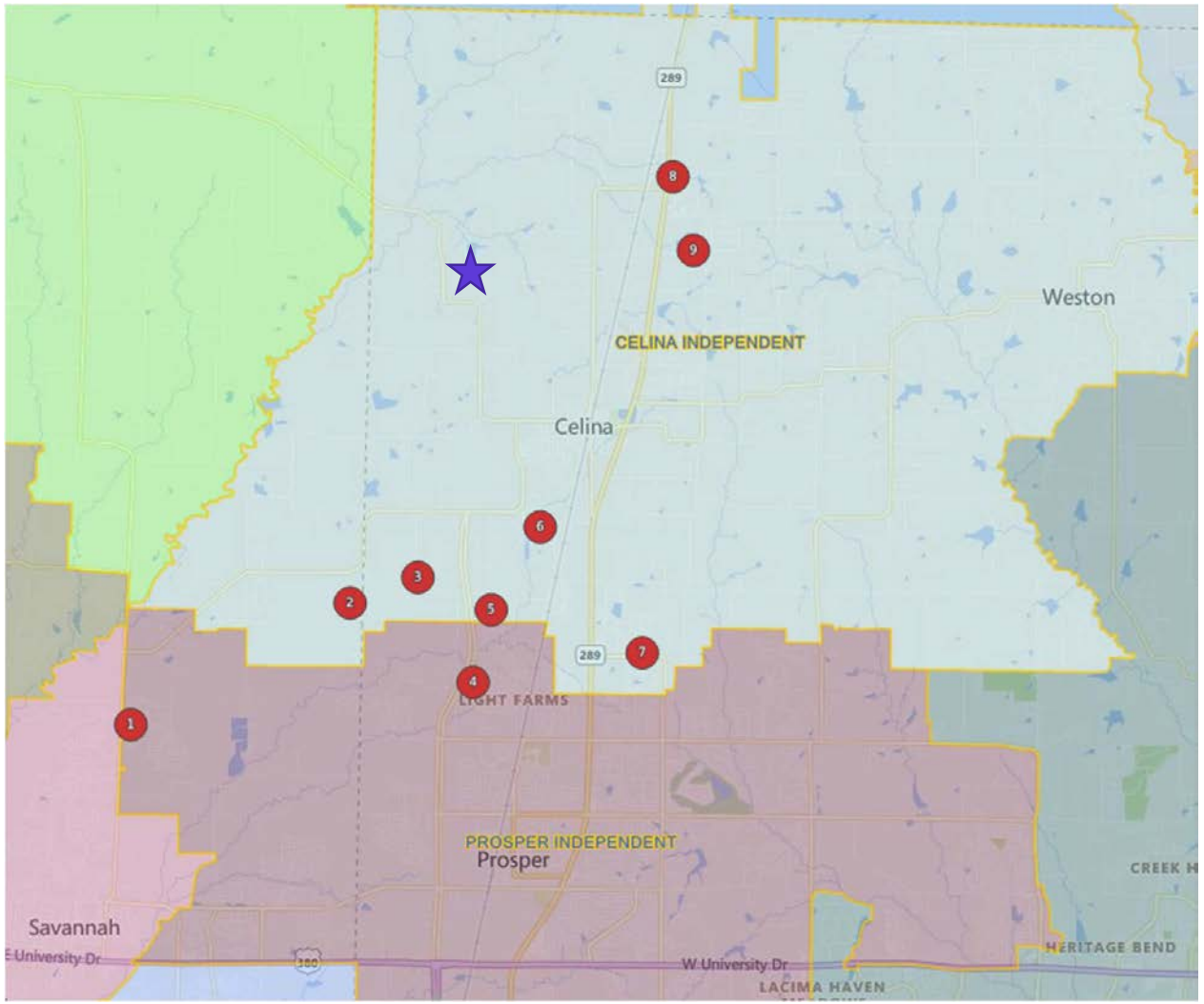
For Sale Competitive Supply Analysis

Location of Surveyed New Home Communities

For Sale Competitive Supply Analysis

We identified nine communities with 27 builder programs in Celina that can be used to understand the pricing and absorption potential of the Subject Property. These communities offer similar lot sizes and varying price points in locations that feature comparable access and school quality. The performance of these communities is likely indicative of the potential of the Subject Property.

#	Community
1	Sutton Fields
2	Green Meadows
3	Cambridge Crossing
4	Light Farms
5	The Columns
6	Glen Crossing
7	Bluewood
8	Chalk Hill
9	Buffalo Ridge



22 *Source: Zonda; Bing*

Competitive Supply Summary

For Sale Competitive Supply Analysis

New home base price at surveyed communities range from roughly $308,000 to $717,000. Each of the communities surveyed for this analysis are in the Celina and Prosper ISDs. The communities offer varying levels of amenities, scale, and an array of move-up price points. These communities provide support to our pricing and absorption conclusions for the Subject Property:

- **Sutton Fields ($308,000 to $516,000)** – The community includes 2,122 lots on 50', 60', and 70' wide lots. Active surveyed builders include Stonehollow, Lennar, D.R. Horton, and First Texas. Between 3Q20 and 2Q21, Sutton Fields started 434 homes.
- **Cambridge Crossing ($491,000 to $655,000)** – The community includes 1,549 lots on 50', 60', 70', and 74' wide lots. Active surveyed builders include Highland, Perry, Coventry, and Union Main. Between 3Q20 and 2Q21, Cambridge Crossing started 138 homes.
- **Green Meadows ($381,000 to $650,000)** – The community includes 4,389 lots on 40', 50, 55', 60', 65', and 75' wide lots. Active surveyed builders include Pacesetter, CastleRock, and Gehan. Since opening in early 2021, Green Meadows sold 69 homes (13 starts).
- **Light Farms ($390,000 to $717,000)** – The community includes 2,616 lots on 40', 45', 50', 60', 70', and 80' wide lots. Active surveyed builders include Trophy, K. Hovnanian, Toll Brother, and Drees. Between 3Q20 and 2Q21, Light Farms started 271 homes.
- **Glen Crossing ($369,000 to $500,000)** – The community includes 413 lots on 50' and 60' wide lots. Active surveyed builders include History Maker and Highland. Between 3Q20 and 2Q21, Glen Crossing started 107 homes.
- **Chalk Hill ($342,000 to $416,000)** – The community includes 436 lots on 50' wide lots. Active surveyed builders include Beazer and D.R. Horton. Between 3Q20 and 2Q21, Chalk Hill started 89 homes.
- **Bluewood ($345,000 to $408,000)** – The community includes 861 lots on 50', 60', and 70' wide lots. D.R. Horton is currently the only active builder. Between 3Q20 and 2Q21, Bluewood started 120 homes.
- **Buffalo Ridge ($347,000 to $416,000)** – The community includes 240 lots on 50' and 60' wide lots. D.R. Horton is currently the only active builder. Between 3Q20 and 2Q21, Buffalo Ridge started 74 homes.
- **The Columns ($324,000 to $393,000)** – The community includes 261 lots on 40' wide lots. D.R. Horton is currently the only active builder. Between 3Q20 and 2Q21, The Columns started 224 homes.

[23] *Source: Zonda; Individual Communities*

Competitive Supply Summary

For Sale Competitive Supply Analysis

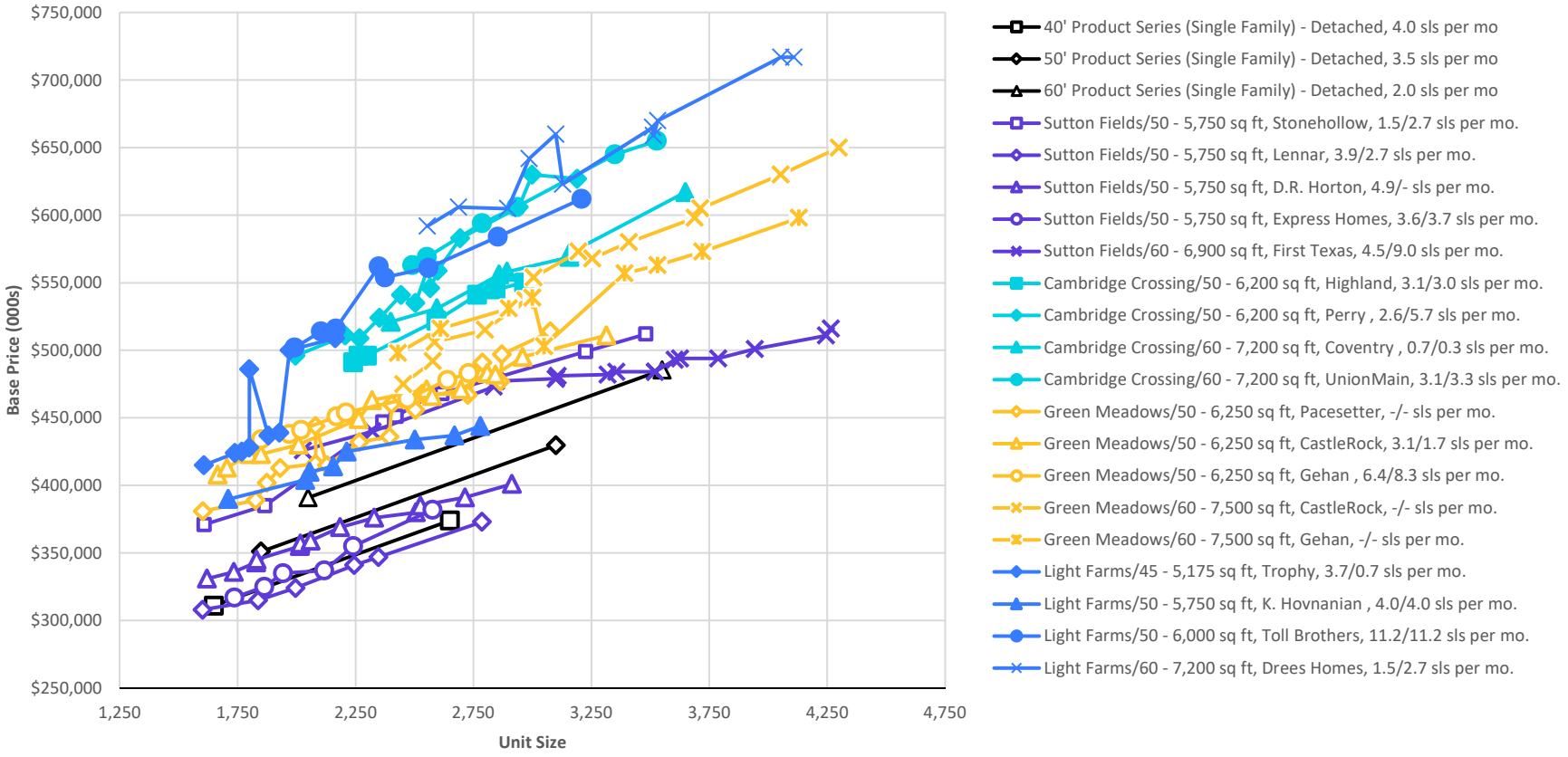
Ref	Community - Builder	Master Plan	Config.	Total Units	Contracts/ Sales Pace	Contracts/ L3M SP	Avg. Unit Size	Base Price	Base $/SF	Pymt Imp. Mo. HOA	Pymt Imp. Tax	Pymt Imp. Mo. Paymnt
1	Sutton Fields/50 - Stonehollow	Sutton Fields	5,750	66	1.54	2.67	2,521	$450,115	$184	$46	2.6%	$2,976
2	Sutton Fields/50 - Lennar	Sutton Fields	5,750	100	3.94	2.67	2,136	$334,666	$160	$46	2.6%	$2,224
3	Sutton Fields/50 - D.R. Horton	Sutton Fields	5,750	164	4.89	-	2,175	$363,692	$171	$46	2.6%	$2,413
4	Sutton Fields/50 - Express Homes	Sutton Fields	5,750	71	3.55	3.67	2,080	$341,833	$166	$46	2.6%	$2,271
5	Sutton Fields/60 - First Texas	Sutton Fields	6,900	217	4.49	9.00	3,325	$482,185	$149	$46	2.6%	$3,185
6	Cambridge Crossing/50 - Highland	Cambridge Crossing	6,200	69	3.08	3.00	2,567	$520,133	$204	$139	2.4%	$3,425
7	Cambridge Crossing/50 - Perry	Cambridge Crossing	6,200	83	2.61	5.67	2,563	$556,054	$218	$139	2.4%	$3,652
8	Cambridge Crossing/60 - Coventry	Cambridge Crossing	7,200	58	0.68	0.33	2,959	$560,561	$191	$139	2.4%	$3,681
9	Cambridge Crossing/60 - UnionMain	Cambridge Crossing	7,200	59	3.06	3.33	2,940	$605,323	$208	$139	2.4%	$3,964
10	Green Meadows/50 - Pacesetter	Green Meadows	6,250	49	-	-	2,350	$444,488	$192	$148	2.9%	$3,138
11	Green Meadows/50 - CastleRock	Green Meadows	6,250	89	3.11	1.67	2,383	$456,276	$198	$148	2.9%	$3,217
12	Green Meadows/50 - Gehan	Green Meadows	6,250	75	6.45	8.33	2,258	$455,365	$204	$148	2.9%	$3,211
13	Green Meadows/60 - CastleRock	Green Meadows	7,500	-	-	-	3,231	$560,221	$176	$156	2.9%	$3,922
14	Green Meadows/60 - Gehan	Green Meadows	7,500	-	-	-	3,196	$541,990	$173	$156	2.9%	$3,799
15	Light Farms/45 - Trophy	Light Farms	5,175	53	3.72	0.67	1,851	$451,344	$244	$125	2.9%	$3,161
16	Light Farms/50 - K. Hovnanian	Light Farms	5,750	121	4.01	4.00	2,266	$419,650	$188	$125	2.9%	$2,948
17	Light Farms/50 - Toll Brothers	Light Farms	6,000	54	11.16	11.16	2,451	$550,620	$228	$125	2.9%	$3,829
18	Light Farms/60 - Drees Homes	Light Farms	7,200	92	1.51	2.67	3,278	$650,445	$201	$132	2.9%	$4,507
19	Glen Crossing/50 - History Maker	Glen Crossing	6,000	56	2.18	2.33	2,338	$403,090	$175	$71	2.6%	$2,678
20	Glen Crossing/50 - Highland	Glen Crossing	6,000	106	2.73	1.00	2,618	$465,823	$179	$71	2.6%	$3,084
21	Glen Crossing/60 - Highland	Glen Crossing	7,200	77	1.74	1.33	2,819	$468,740	$166	$71	2.6%	$3,103
22	Glen Crossing/60 - History Maker	Glen Crossing	7,200	42	1.35	2.67	2,816	$452,157	$164	$71	2.6%	$2,995
23	Chalk Hill/50 - Beazer	Chalk Hill	6,000	32	4.36	4.00	2,097	$379,657	$189	$75	2.5%	$2,496
24	Chalk Hill/50 - D.R. Horton	Chalk Hill	6,000	126	9.42	1.67	2,036	$310,990	$155	$75	2.5%	$2,058
25	Bluewood/50 - D.R. Horton	Bluewood	5,750	246	5.42	7.00	2,166	$371,000	$175	$53	2.5%	$2,419
26	Buffalo Ridge/50 - D.R. Horton	Buffalo Ridge	6,000	169	3.89	18.67	2,384	$381,333	$164	$33	2.5%	$2,464
27	The Columns/40 - D.R. Horton	The Columns	4,200	262	16.50	3.67	2,185	$360,115	$170	$58	2.9%	$2,480
	Total Units - CMA: 101			Average:	4.39	4.40	2,518	$456,958	$185	$97	2.6%	$3,085
				Median:	3.64	3.00	2,384	$452,157	$179	$75	2.6%	$3,103

[24] *Source: Zonda; Individual Communities*

Base Price Positioning: Large-Scale MPCs

For Sale Competitive Supply Analysis

Our product and pricing recommendations position the Subject Property toward the lower-end of large-scale master planned communities in the CMA. Given similar projected builder partners, our recommendations position the Subject Property most similar to Centurion American's Sutton Fields (most active community in the CMA). While the CMA can support significantly higher price points, our recommendations optimize the absorption potential of the Subject Property (significant focus on home prices below $400,000). This absorption focused pricing strategy should expedite lot and land sales at the Subject Property as well.

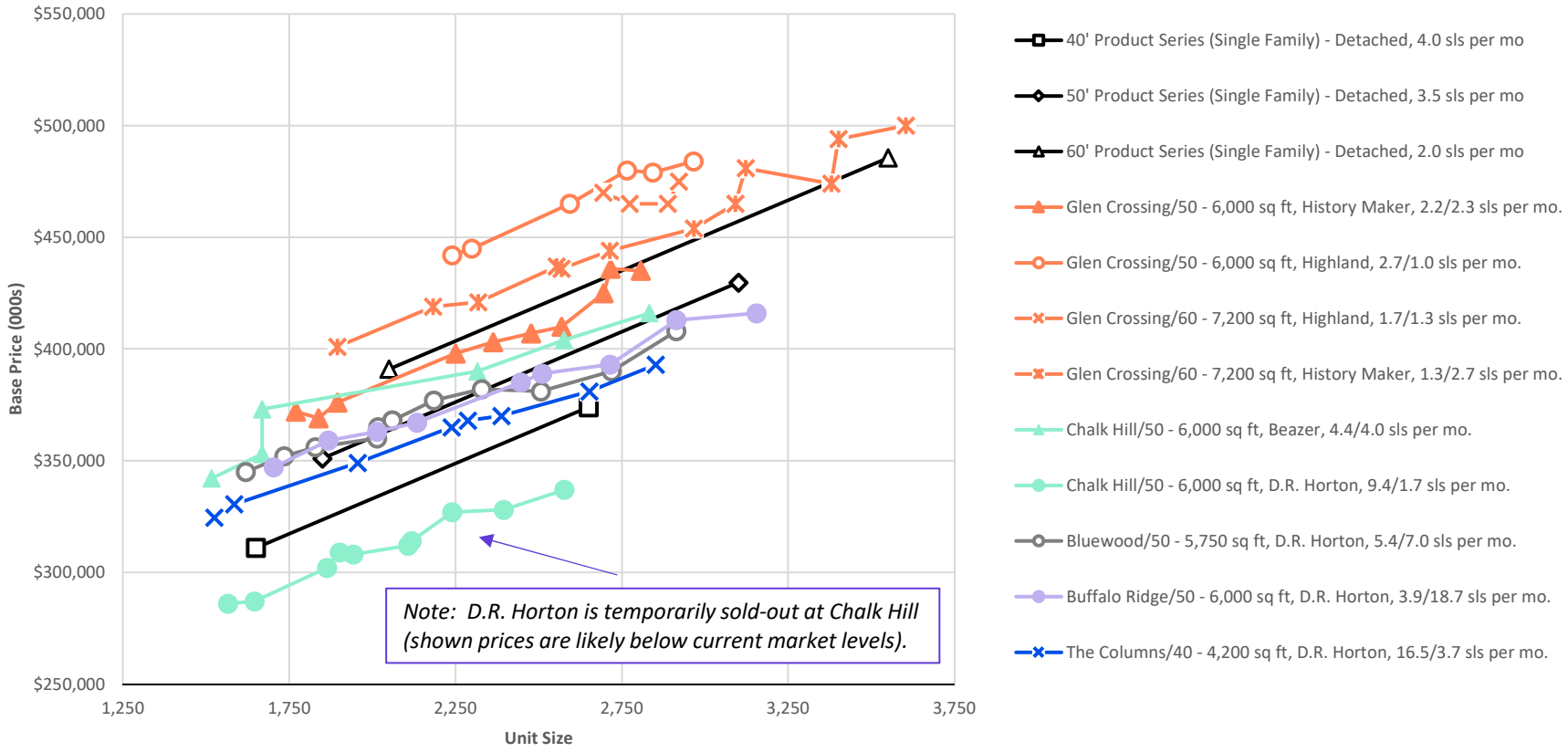


[25] *Source: Zonda; Individual Communities*

Base Price Positioning: Smaller-Scale Communities

For Sale Competitive Supply Analysis

Our product and pricing recommendations position the Subject Property similar to nearby smaller-scale communities in the CMA. In terms of location, the Subject Property is closest to both Chalk Hill (Centurion American community) and Buffalo Ridge (D.R. Horton community). Given location similarities and similar builder partners, our pricing recommendations are in line with these communities. D.R. Hortons's The Columns (16.5 sales per month) illustrates the absorption power of attractively priced 40' wide lot product in the CMA. This bodes well for the market acceptance of 40' wide lot product at the Subject Property.

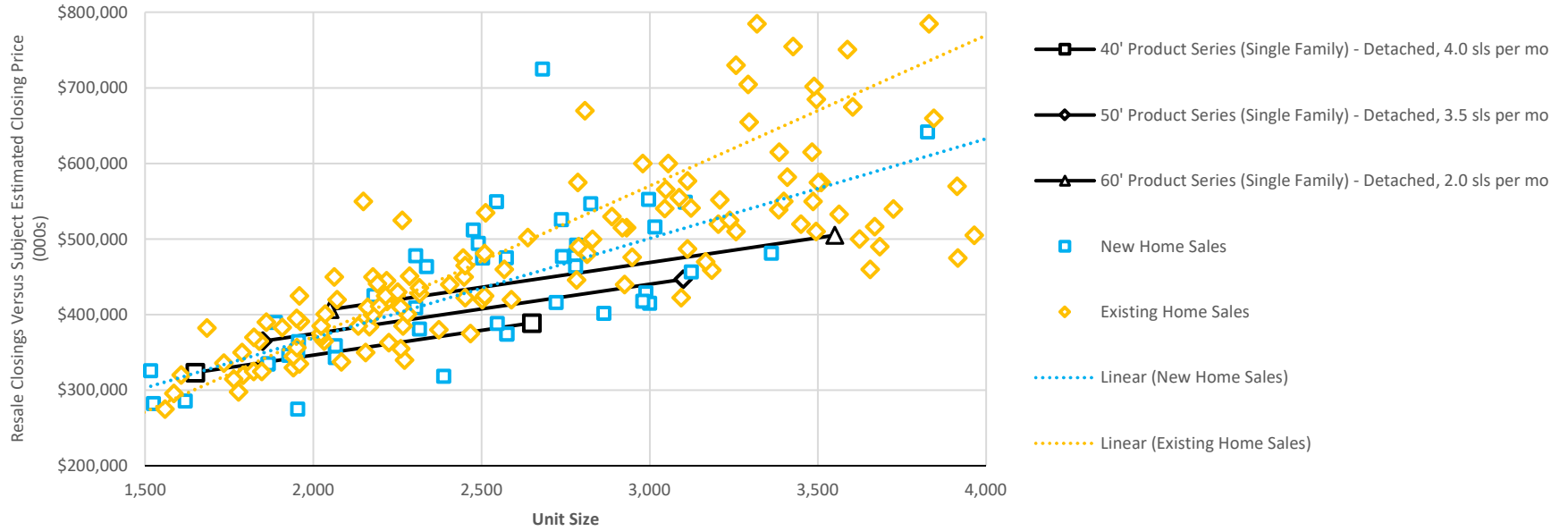


Source: Zonda; Individual Communities

Sale Price Positioning: 5-Mile Radius MLS Home Sales (Trailing Three Months)

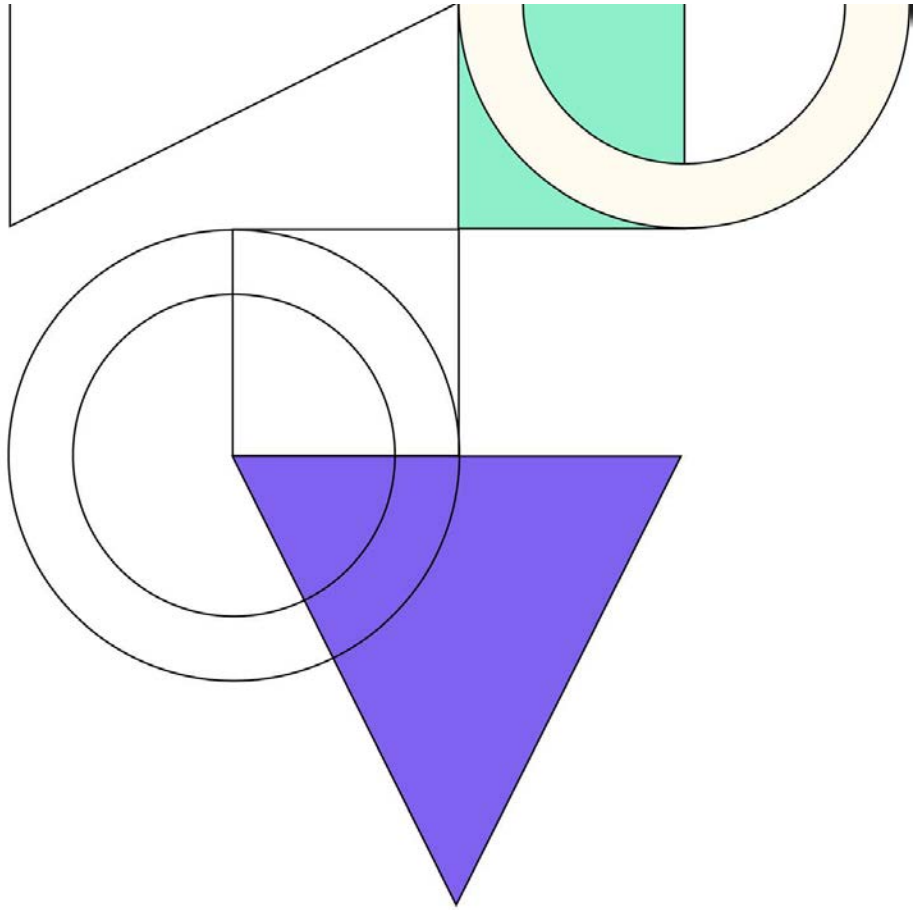
For Sale Competitive Supply Analysis

Our recommended prices position the Subject Property similar to slightly below trend lines for local area new and existing homes sold via the MLS. With a price position near the lower-end of new home communities in the CMA, our recommended prices for the Subject Property are similar to slightly below the trendline for new home sold via the MLS. Existing homes sold within a five-mile radius typically offer larger lot sizes (average of 0.75-acres) and are priced at a premium to many of the new homes being sold on smaller lots (average of 6,400 square feet). Based upon local area MLS sales trends, our recommended home sizes and prices are market tested and accepted.

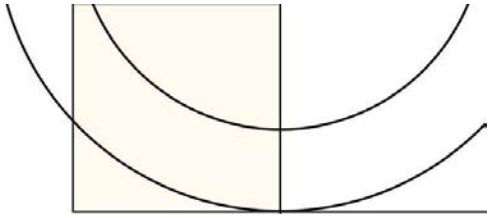


Reference Area	Date Range	Sales	Sales Pace Overall	Year Built	Lot Size	Bed	Bath	Avg. Sq. Ft.	Net Price	Pricer Per Square Foot
New Home Sales	Apr-21 to Jul-21	45	15.78	2021	6,407	3.80	2.82	2,527	$438,463	$175
Existing Home Sales	Apr-21 to Jul-21	138	46.77	2010	32,568	3.89	2.93	2,765	$523,447	$189
Market Average	Total Sales - 183			2013	26,771	3.87	2.91	2,707	$502,549	$186
Market Median				2018	7,405	4.00	3.00	2,568	$460,000	$180

[27] *Source: Zonda; NTREIS MLS*



New Home Demand Model



New Home Demand Model Overview

New Home Demand Model

Our proprietary new home demand model is based on expected household growth and existing household turnover in the Dallas-Ft. Worth MSA. Our demand model generates expected annual new home demand over the next five years by home price range, age and income levels, and life stage categories (families, singles, younger couples, empty nesters, and retirees). The model focuses both on demand generated by household growth and turnover in existing households.

NEW HOME DEMAND MODEL FLOW CHART:
Dallas-Ft Worth MSA

Demand Drivers

- Estimated Number of Households (2025)
- Minus (-)
- Current Number of Households (2021)
- Equals (=)
- Annual New Household Growth

Filters / Ratios

- Buy vs. Rent
- Buy New vs. Resale
- Household Income by Age of Householder
- Implied Home Price from Income Levels
- Housing Expenditures as a Percentage of Income

New Home Demand

Total New Home Demand

New Home Demand by Individual Catagories

Total Annual Demand	By Price (Adjusted by Market)	By Age	By Life Stage
2021 - 49,858	-	Under25	Young Families
2022 - 51,359	$125k to $200k	25 to34	Growing Families
2023 - 52,935	$200k to $300k	35 to44	Mature Families
2024 - 55,295	$300k to $475k	45 to54	Couples <45
2025 - 58,265	$475k to $625k	55 to64	Singles
Avg - 53,510	$625k+	65 to74	EmptyNester
Total - 267,548		75 &Greater	Retirees

Sources

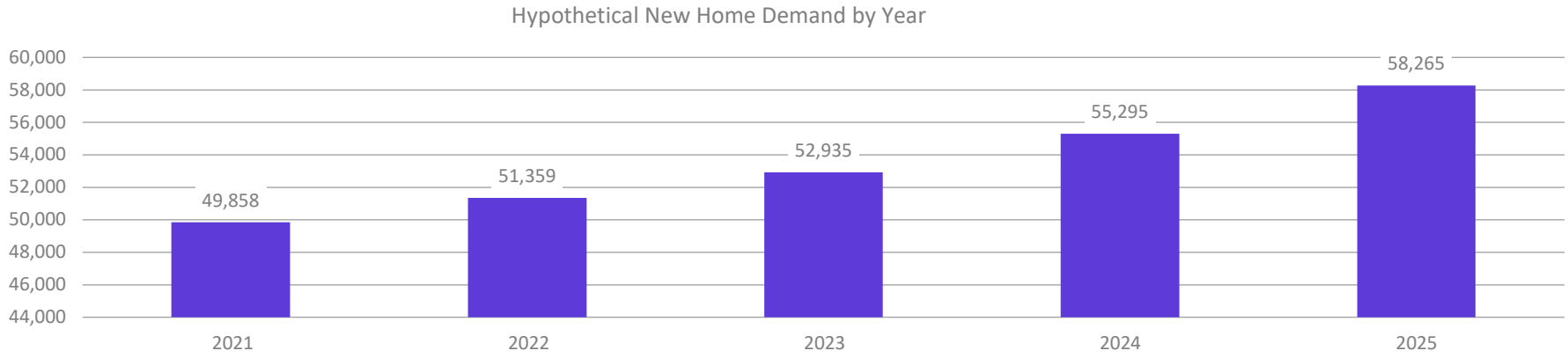
* Economy.com
* Esri
* Zonda Adjusted
* Dataquick
* US Census Zonda Adjustments
* Mortage Rates, Taxes, HOA Dues

 Source: Zonda

Projected New Home Demand

New Home Demand Model

Our demand analysis indicates that significant demand exists for entry-level and move-up priced new homes across the Dallas-Ft. Worth MSA. Based upon our demand model, 27% of annual demand for new homes is centered around households that earn between $100,000 and $150,000 per year. Households in this income range can generally afford homes priced from $300,000 to $475,000 (overlapping recommended pricing at the Subject Property). Within these income ranges, roughly 42% of demand is coming from family households and 32% from empty nester or retiree households.



Annual Household Income Range	2021 to 2025 Avg Demand by Home Price Range — HH by Income	% of Total HH	Home Price Purchase Range*	Demand 2021 to 2025	% of Annual Demand	Demand by Age and Income (Absolute Numbers) — Under 25	25 to 34	35 to 44	45 to 54	55 to 64	65 to 74	75 & Greater	Demand by LifeStage (Absolute Numbers) — Young Families	Growing Families	Mature Families	Couples <45	Singles	Empty Nester	Retirees
Income $50,000 - $74,999	573,690	18.7%	$125,000 to $200,000	8,220	15.4%	418	1,713	1,418	1,344	1,417	1,187	725	1,244	911	758	944	1,197	1,257	1,912
Income $75,000 - $99,999	418,580	13.6%	$200,000 to $300,000	10,754	20.1%	413	2,414	2,167	1,921	1,915	1,336	593	1,786	1,335	1,055	1,302	1,627	1,725	1,929
Income $100,000 - $149,999	575,122	18.7%	$300,000 to $475,000	14,491	27.1%	307	2,794	3,577	3,072	2,540	1,560	650	2,416	2,109	1,557	1,661	2,129	2,419	2,210
Income $150,000 - $199,999	285,083	9.3%	$475,000 to $625,000	9,280	17.3%	104	1,362	2,539	2,385	1,752	857	290	1,449	1,537	1,153	953	1,314	1,735	1,146
Income $200,000 +	330,703	10.8%	$625,000 or Greater	10,765	20.1%	90	994	2,367	3,225	2,577	1,121	401	1,239	1,770	1,612	803	1,347	2,482	1,521
Average Demand ($50K+)	2,183,178	71.0%	$125,000 + -	53,510	100.0%	1,332	9,276	12,068	11,947	10,201	6,061	2,657	8,134	7,662	6,134	5,663	7,614	9,618	8,718

 Source: Zonda

New Home Demand Model Calculations

New Home Demand Model

The tables below provide a step-by-step walk through of the calculations used to arrive at our average 2021-2025 new home sales by income range for the Dallas-Ft. Worth MSA.

AVERAGE NEW HOME DEMAND FROM 2021 THRU 2025 (DALLAS-FT WORTH MSA)

Demand Generated by Household Growth							Demand Generated From Turnover of Existing HH						
Income Ranges	$35 - $50K	$50 - $75K	$75 - $100K	$100 - $150K	$150 - $200K	$200K+	$200K+	$150 - $200K	$100 - $150K	$75 - $100K	$50 - $75K	$35 - $50K	Income Ranges
Annual Projected New Household Growth 1/	64,241											373,079	Annual Turnover Households
Distribution of Households by Income Range 2/	12.1%	18.7%	13.6%	18.7%	9.3%	10.8%	10.8%	9.3%	18.7%	13.6%	18.7%	12.1%	Distribution of Households by Income Range 2/
Annual Income Qualified Household Growth	7,753	11,996	8,750	12,019	5,956	6,908	40,120	34,587	69,802	50,816	69,666	45,025	Annual Income Qualified Turnover Households
% of Households Purchasing a Home 3/	41.9%	37.0%	66.4%	65.2%	84.2%	84.2%	84.2%	84.2%	65.2%	66.4%	37.0%	41.9%	% of Households Purchasing a Home 3/
Annual Homebuyer Household Growth	3,252	4,444	5,814	7,835	5,017	5,820	33,799	29,138	45,499	33,766	25,810	18,884	Annual Homebuyer Turnover Households
Percent of Households That Purchase a New Home 4/	24.7%											24.7%	Percent of Households Purchasing a Home 3/
Annual Demand from New HH Growth	803	1,098	1,436	1,935	1,239	1,438	8,348	7,197	11,238	8,340	6,375	4,664	Annual Demand from Existing HH Turnover

Income Ranges	$35 - $50K	$50 - $75K	$75 - $100K	$100 - $150K	$150 - $200K	$200K+
Primary New Home Demand	5,468	7,473	9,776	13,173	8,437	9,786
Secondary/Investor Home Demand	10%					
Secondary/Investor New Home Demand	547	747	978	1,317	844	979
Total New Home Demand Primary / Secondary / Investor	6,014	8,220	10,754	14,491	9,280	10,765

Footnotes

1/ Estimated annual household growth for the area (Per Economy.com with Zonda adjustments)

2/ Percentage of households in the study area earning the income range indicated for each column (Per ESRI)

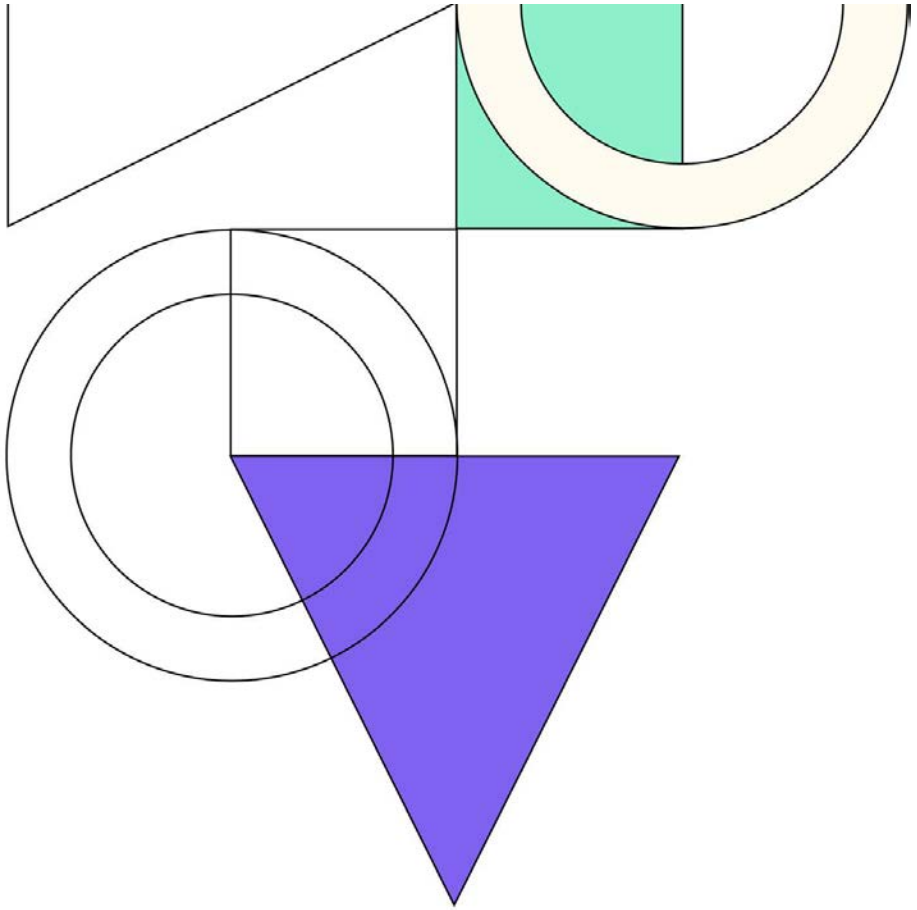
3/ Meyers extrapolation of the average ownership rate by income in the Market per the American Community Survey

4/ Based on Zonda extrapolation of new versus existing home sales in the study area.

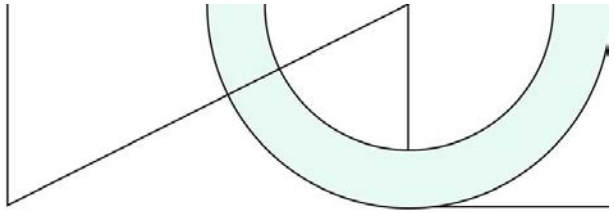
5/ Projected total existing households in the study area (Per Economy.com)

6/ Zonda extrapolation of the American Community Survey data for the average turnover of existing owner occupied households in the local Market

 Source: Zonda



Apartment Recommendations & Conclusions



Recommended Rent Positioning

Apartment Recommendations & Conclusions

Zonda Advisory recommends an average market rental rate of $1,787 per month or $1.86 per square foot for Phase I and $1,753 per month or $1.91 per square feet for Phase II in today's dollars (July 2021). These figures are based on Advisory's recommended unit mix and sizes. A comparison of the rental rates for Celina Dynavest Apartments I to the selected comparables is as follows:

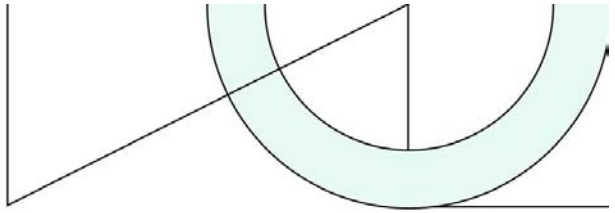
Rental Comparison

Property Name by Property Type	# Units	Year Complete	Avg. Unit Size	Avg. Market Monthly Rent	Avg. Market Rent PSF	Concessions	Avg. Eff. Monthly Rent	Avg. Eff. Rent PSF	Parking Options Included in Rent	Avg. Eff. Monthly Rent Excluding Parking	Avg. Eff. Rent PSF Excluding Parking	% Occupied	Amenity Package*
Celina Dynafest Apartments I	**300**	**2024**	**960**	**$1,787**	**$1.86**	**0.0%**	**$1,787**	**$1.86**	**$0**	**$1,787**	**$1.86**	**N/A**	**$733**
Celina Dynafest Apartments II	**300**	**2026**	**920**	**$1,753**	**$1.91**	**0.0%**	**$1,753**	**$1.91**	**$0**	**$1,753**	**$1.91**	**N/A**	**$732**
Celina													
Avilla Parkway	108	2021	965	$2,404	$2.49	8.3%	$2,204	$2.28	$0	$2,204	$2.28	75% Lease-Up	$1,153
Savannah/U.S. 380 Comparables	1,496	2017	1,002	$1,819	$1.82	1.8%	$1,788	$1.78	($113)	$1,675	$1.67	96%	$728
Cortland Windsong Ranch	300	2016	1,174	$2,319	$1.98	0.8%	$2,302	$1.96	($210)	$2,092	$1.78	96%	$873
The Travis	345	2020	904	$1,559	$1.72	0.0%	$1,559	$1.72	($53)	$1,506	$1.67	95%	$635
The Mansions 3Eighty	431	2016	1,078	$1,875	$1.74	0.9%	$1,858	$1.72	($181)	$1,677	$1.56	97%	$813
The Estates 3Eighty	420	2016	880	$1,619	$1.84	5.0%	$1,538	$1.75	($25)	$1,513	$1.72	97%	$615
Little Elm/Frisco/FM 423 Comparables	1,460	2014	945	$1,636	$1.73	0.0%	$1,636	$1.74	($60)	$1,576	$1.67	96%	$618
Newman Village	300	2020	752	$1,322	$1.76	0.0%	$1,322	$1.76	($43)	$1,279	$1.70	96%	$547
Overlook by the Park	384	2014	959	$1,625	$1.69	0.0%	$1,625	$1.69	($25)	$1,600	$1.67	97%	$618
Bell Frisco at Main	360	2012	887	$1,623	$1.83	0.0%	$1,623	$1.83	$0	$1,623	$1.83	93%	$535
Orion McCord Park	416	2012	1,120	$1,883	$1.68	0.0%	$1,883	$1.68	($155)	$1,728	$1.54	98%	$741

Celina – Avilla Parkway is achieving the highest rents on a monthly ($2,404) and per square foot basis ($2.49) because it is a single-family for rent community. The property has an amenity package of $1,153 including a value of $440 for product design (single-family detached). Avilla Parkway is a new property and still in lease-up (75%).

Savannah/U.S. 380 - The comparables are garden-style, except for The Travis which is a wrap product. Parking is included in rent ranging in values from $25 to $210. The average amenity package is $728 among these comparables. Cortland Windsong Ranch offers larger units; while The Estates 3Eighty focused on smaller units. The comparables are highly occupied at 96% and offering concessions of 1.8% on average.

Little Elm/Frisco/FM 423 - The newest property in this area is Newman Village. The community features smaller units and a very low amenity offering compared to most newly constructed properties. Bell Frisco at Main offers the lowest amenity package value; while Orion McCord Park offers the highest amenity value ($741). Parking included in rent is offered in three comparables. No concessions are reported in this geographic area which is also experiencing strong occupancy (96%).



Zonda's Recommended Rent Positioning Notes

Apartment Recommendations & Conclusions

Zonda Advisory's recommended rental rates for the Subject are reconciled at a premium to the competitive set of rental projects analyzed. The Subject rental rates are influenced by the following factors:

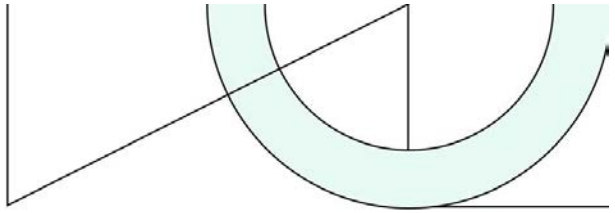
1) **Competitive Amenity Package:** The Celina Dynavest Apartments will offer an amenity package that will be in line with the most recently constructed comparables (see page 51). The subject's amenity package is targeted mostly toward couples and some single renters. Zonda Advisory estimates the average age of renters will be 35.7 years. Targeted renters must earn a minimum income of $61,597.

2) **Age adjustment:** The Celina Dynavest Apartments Phase I will be delivered to the market in 2024, which will make the subject an average of eight years newer than the comparable set. According to Marshal & Swift, the age adjustment for an eight year old property is 5% which equates to $41 per unit or $0.04 per square foot (see page 50).

Summary of Adjustments	
Stripped Rent	**$1.04 psf**
+Age Adjustment	$0.04 psf
+Location Adjusment	$0.01 psf
Adjusted Stripped Rent	**$1.10 psf**
+Amenity Adjustment	$0.76 psf
All-In Rent	**$1.86 psf**

*Summary of adjustments is not equal to all-in rent due to rounding.

3) **Location Adjustment:** The subject is located in Celina west of FM 455, about 3 miles west of Preston Road (Route 289), and possibly less than a mile from the Dallas North Tollway extension. A location adjustment for Celina Dynavest Apartments is calculated based on the weighted average of the four closest comparables. The location adjustment of 0.9% results in a base increase of $10 per month or $0.01 per square foot (see page 54). The location premium assumes that the Dallas North Tollway's extension (Phase 4A extends FM 428 north to the Grayson County line) is built by 2024.



Targeted Average Rents by Bedroom Count Detail

Apartment Recommendations & Conclusions

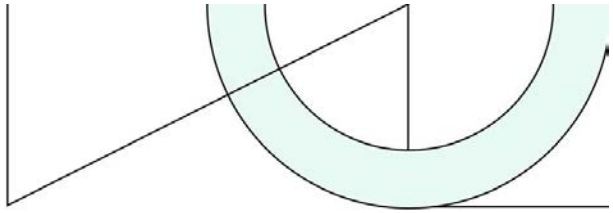
The recommended unit mix for Phase I consists of 58.3% one bedrooms, 35.0% two bedrooms, and 6.7% three bedrooms. This mix results in a weighted average unit size of 960 square feet. The estimated age of the residents based on the unit mix provided is 35.7 years.

Zonda Advisory Recommended Rents - Celina Dynavest Apartments I								
Unit Type	Units	% of Mix	Size (SF)	Per Unit Adjusted "Stripped" Rent	Per Unit Total Amenities	Base Rent	All In Rent	PSF
1BR/1BA	45	15.0%	650	$699	$713	$1,412	$1,412	$2.17
1BR/1BA	65	21.7%	750	$800	$713	$1,513	$1,513	$2.02
1BR/1BA	40	13.3%	825	$876	$713	$1,588	$1,588	$1.93
1BR/1BA	25	8.3%	925	$977	$708	$1,684	$1,684	$1.82
2BR/2BA	25	8.3%	1,050	$1,219	$747	$1,965	$1,965	$1.87
2BR/2BA	35	11.7%	1,150	$1,301	$747	$2,048	$2,048	$1.78
2BR/2BA	30	10.0%	1,250	$1,383	$773	$2,156	$2,156	$1.72
2BR/2BA	15	5.0%	1,350	$1,466	$773	$2,238	$2,238	$1.66
3BR/2BA	10	3.3%	1,425	$1,675	$773	$2,448	$2,448	$1.72
3BR/2.5BA	10	3.3%	1,550	$1,699	$798	$2,496	$2,496	$1.61
Total/Average	300	100.0%	960	$1,054	$733	$1,787	$1,787	$1.86

The recommended unit mix for Phase II consists of 61.7% one bedrooms, 33.3% two bedrooms, and 5.0% three bedrooms. This mix results in a weighted average unit size of 920 square feet.

Zonda Advisory Recommended Rents - Celina Dynavest Apartments II								
Unit Type	Units	% of Mix	Size (SF)	Per Unit Adjusted "Stripped" Rent	Per Unit Total Amenities	Base Rent	All In Rent	PSF
1BR/1BA	50	16.7%	625	$682	$713	$1,395	$1,395	$2.23
1BR/1BA	70	23.3%	725	$783	$713	$1,496	$1,496	$2.06
1BR/1BA	35	11.7%	800	$859	$713	$1,572	$1,572	$1.97
1BR/1BA	30	10.0%	900	$961	$708	$1,669	$1,669	$1.85
2BR/2BA	20	6.7%	1,025	$1,213	$747	$1,960	$1,960	$1.91
2BR/2BA	30	10.0%	1,125	$1,295	$747	$2,042	$2,042	$1.81
2BR/2BA	35	11.7%	1,225	$1,377	$773	$2,150	$2,150	$1.75
2BR/2BA	15	5.0%	1,325	$1,459	$773	$2,232	$2,232	$1.68
3BR/2BA	10	3.3%	1,400	$1,693	$773	$2,466	$2,466	$1.76
3BR/2.5BA TH	5	1.7%	1,575	$1,722	$798	$2,520	$2,520	$1.60
Total/Average	300	100.0%	920	$1,022	$732	$1,753	$1,753	$1.91

The recommended rents include surface parking on a first come, first serve basis. Zonda Advisory recommends offering assigned covered parking and detached garages as additional parking options for monthly premiums of $35 and $125, respectively.



CMA & Absorption Forecast

Apartment Recommendations & Conclusions

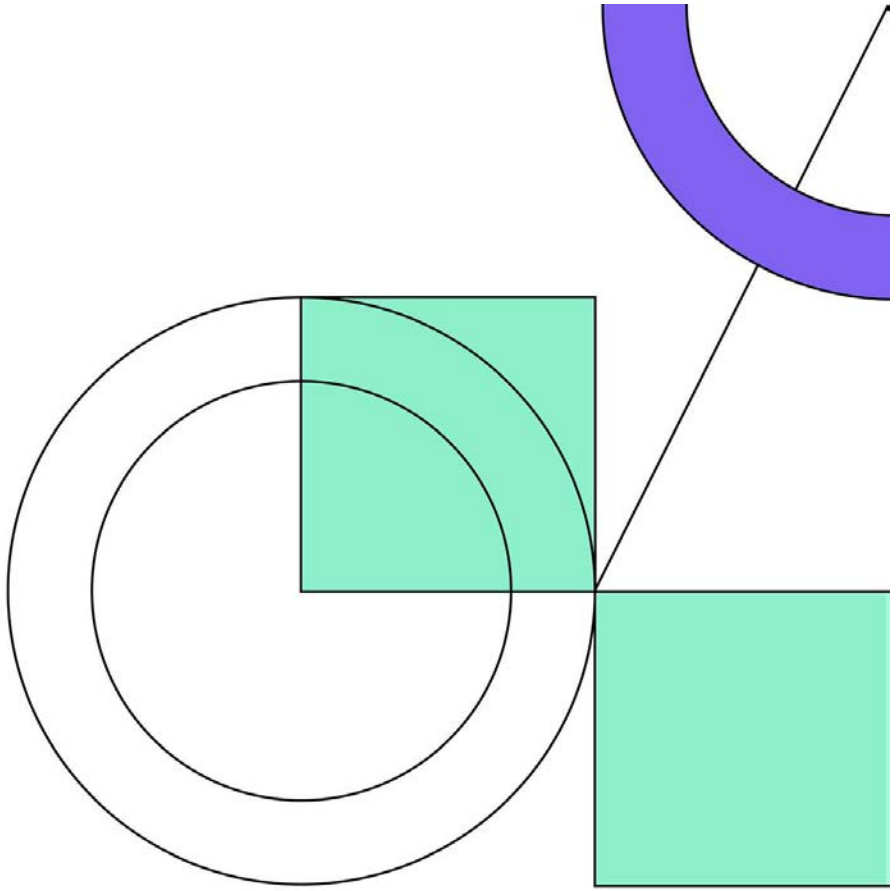
The table illustrates historical absorptions and completions in the CMA (see map on page 63). Historically, absorption within the CMA has slightly lagged new deliveries with occupancy averaging 94.4% over the period examined. Occupancy reached a low in 2016 at 92.9%; while occupancy peaked at 95.5% in 2011. In years with no completions, absorption was positive (except for 2012).

CMA Forecast

Year	Metro Job Growth	Total Stock	Occupied Stock	Completions	Net Absorption	Vacancy Rate	Rent Growth
2011	2.3%	1,830	1,747	0	33	4.5%	6.3%
2012	2.5%	1,830	1,732	0	(15)	5.3%	3.8%
2013	3.0%	1,830	1,742	0	10	4.8%	5.0%
2014	4.0%	2,041	1,936	211	194	5.1%	3.3%
2015	4.2%	2,041	1,938	0	2	5.0%	10.8%
2016	3.7%	2,893	2,689	852	751	7.1%	3.3%
2017	2.7%	3,973	3,717	1,080	1,028	6.4%	-0.2%
2018	2.3%	4,357	4,072	384	355	6.5%	0.2%
2019	2.8%	4,357	4,107	0	35	5.7%	2.8%
2020	-3.1%	4,657	4,426	300	319	5.0%	4.8%
2021	4.3%	5,203	4,947	546	521	4.9%	5.5%
2022	4.2%	6,338	5,966	1,134	1,019	5.9%	3.0%
2023	2.6%	7,367	6,928	1,029	962	5.9%	2.8%
2024	1.8%	8,205	7,710	838	782	6.0%	2.6%
2025	1.2%	9,093	8,532	888	822	6.2%	2.2%

The average annual pace of absorption during the forecast period is expected to trail new completions by an average of 65 units per year. Occupancy over the forecasted period is expected to average 94.2% which is slightly higher than the previous five-year average but lower than the historical average (94.4%). The forecast is indicative of increased supply and robust job growth over the next five years. **Considering all the factors and the competitive environment expected upon first delivery of units in 2024, Zonda Advisory concludes an absorption pace of 30 units per month to be achievable for Celina Dynavest Apartments I, which equates to a 10-month lease-up period.**

Apartment Market Analysis



Submarket Map – Frisco

Apartment Market Analysis - Market Overview

The Subject site is in the 75009 ZIP Code and is part of the Frisco submarket, per RealPage.

Principal Highways/Roadways

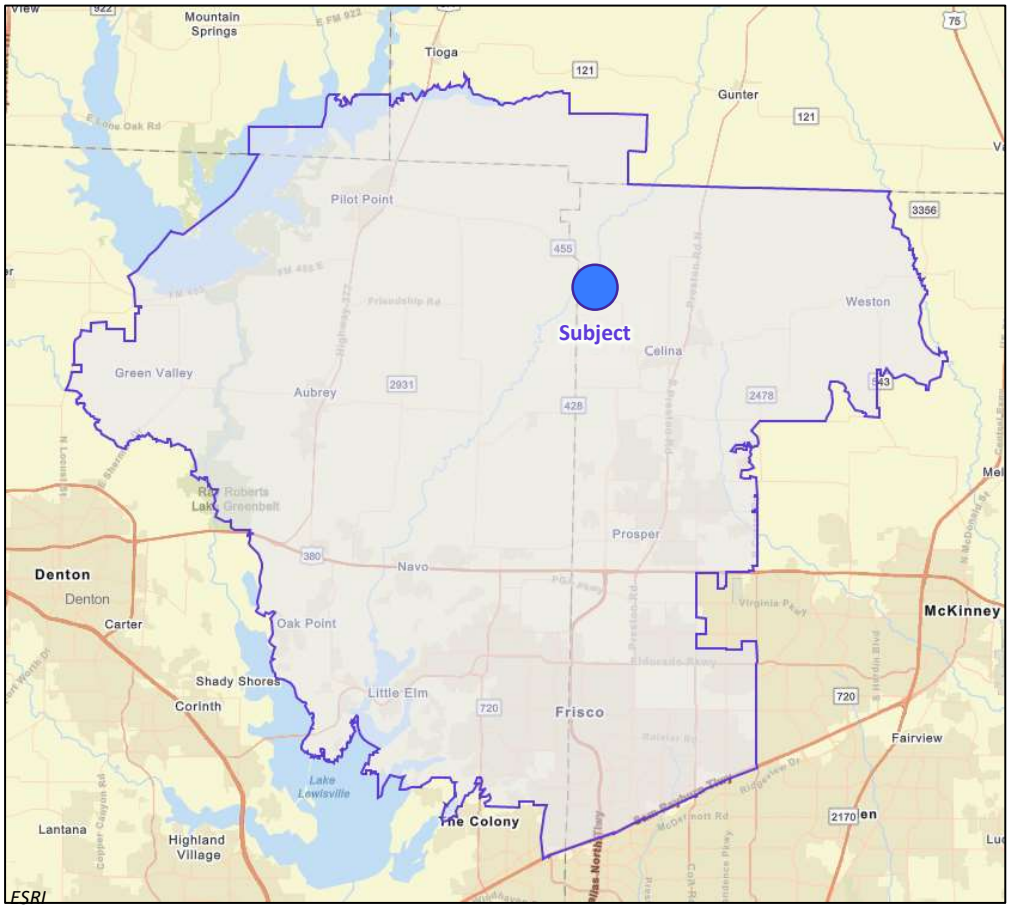
- Dallas North Tollway
- US Highway 380
- US Highway 377

2Q21 Apartment Submarket Characteristics

- 4.0% of total Metro Stock
- Approximately 25,825 total units
- 96.1% Occupancy total stock
- Average Effective Rent 2010+ Construction: $1,494 per month or $1.54 per square foot

Submarket Business Summary

- Total Businesses – 10,808
- Total Employees – 99,837
- Top Sectors include Services (37.9%), Retail Trade (19.9%), and Finance, Insurance, and Real Estate (10.0%)

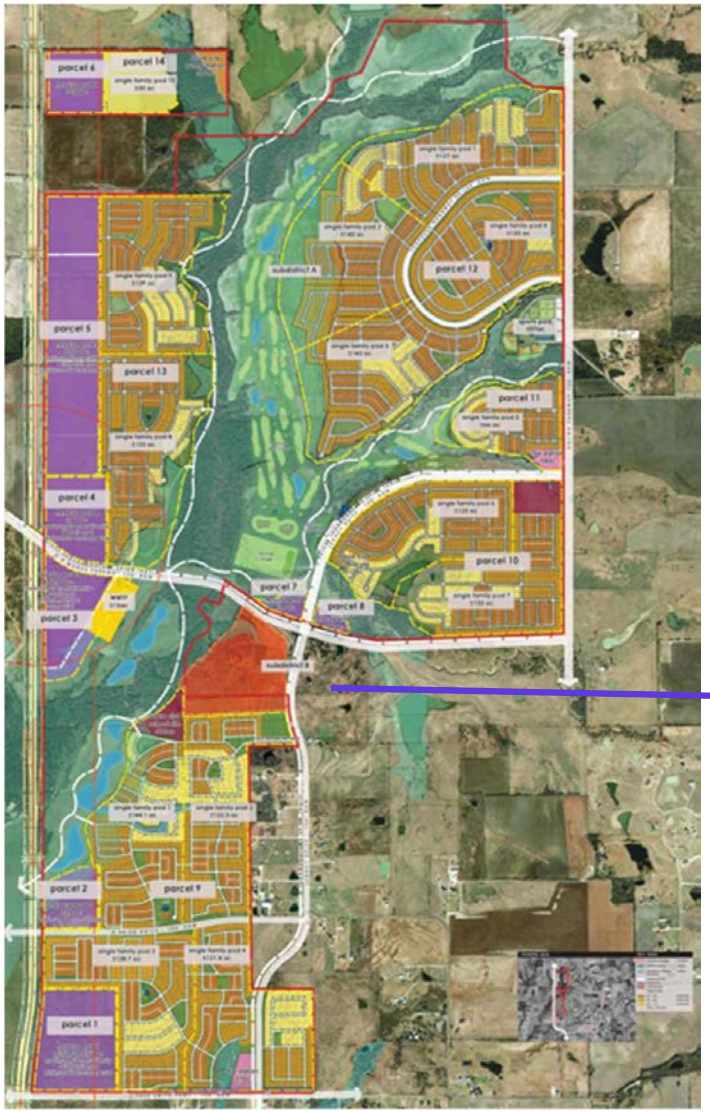


Frisco 9-ZIP Codes Submarket (RealPage, Inc.): 75009 (Subject), 75033, 75034, 75035, 75036, 75068, 75078, 76227, 76258

RealPage & ESRI

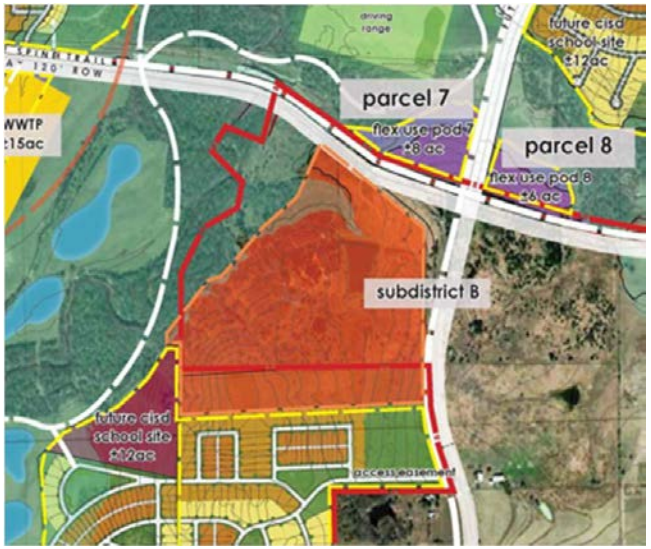
Proposed Site Plan

Apartment Market Analysis – Market Overview



The purpose of this study is to evaluate the market opportunity to develop an apartment community within a mixed-use development (Celina Dynavest) in Celina, Texas, which is part of the Dallas-Plano-Irving, TX MDA. More specifically, the Subject (Celina Dynavest Apartments) is located west of FM 455 and north of Mimosa Lane.

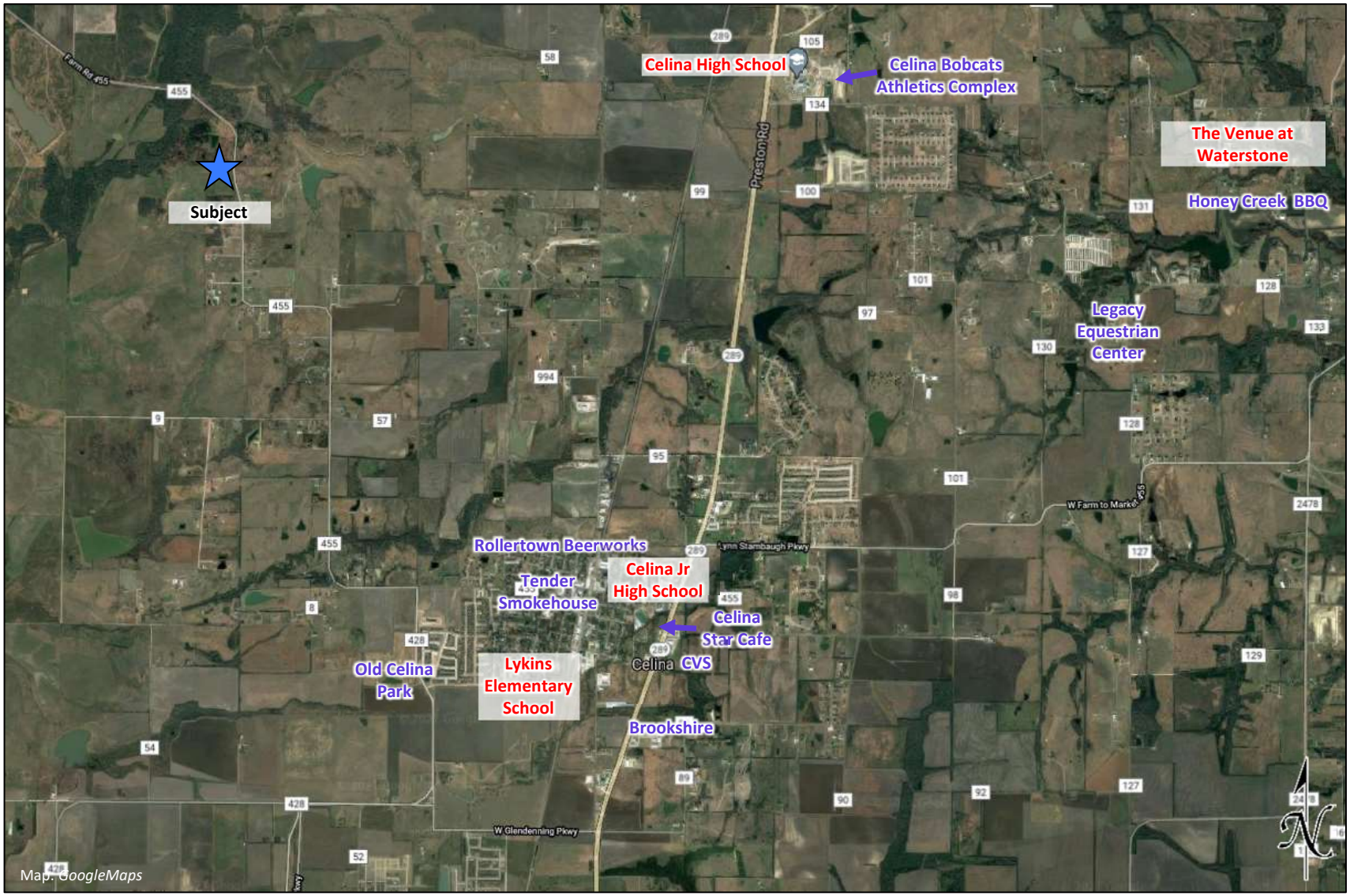
Celina Dynavest Apartments will sit on approximately 69 acres and total 2,960 market-rate units to be built in several phases. The subject will offer 300 units for each phase with a mix of one bedroom, two bedroom, and three bedroom units as well as a competitive amenity package. Surface parking will be included on a first come, first served basis with additional options offered for a monthly premium. Phase I is expected to be delivered in 2024; while Phase II is estimated to be completed in 2026. Timing of future phases should be based on the performance of the first two phases.



Site plan provided by KFM Engineering & Design

Aerial

Apartment Market Analysis – Market Overview



Market Attributes

Apartment Market Analysis - Competitive Market - Overview

The subject site is located within the Frisco submarket of the Dallas-Plano-Irving, TX, MDA as defined by RealPage. The subject is located west of FM 455 and north of Mimosa Lane in Celina. The subject's ZIP Code (75009) has a population of 22,388, an average household income of $153,577, and an average household size of 3.13. The city of Celina is located twenty miles north of Frisco and is conveniently located near the future Dallas North Tollway extension.



Downtown Town Square – Celina

U.S. Route 289 (Preston Road), State Highway 380, and Dallas North Tollway are major arterial routes and provide access to employment centers throughout the submarket and surrounding areas. **Residents of the subject's ZIP code (75009) work in Celina, McKinney, Dallas, and Frisco among other cities.** Major employers include: Education, Government, Industrial, Service, and Healthcare. The top three employers in Celina are Chemtrade Logistics, and Martin Marietta.

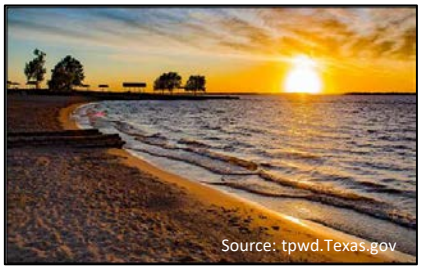
The city of Celina was designated as an official Main Street City by the Texas Historical Commission and the National Trust for Historic Preservation in 1997. Celina's Historic Downtown Square and the Main Street District offer dinning, shopping, professional services, city offices, and green space all within walking distance of the Pavilion on the Square.



Colling College – McKinney Campus

Celina is relatively proximate to colleges and universities in Collin, Denton, and Dallas Counties: Collin County Community College District (19.5 miles), Texas Woman's University (26.8 miles), University of North Texas (28.4 miles), The University of Texas at Dallas (31.6 miles), Austin College (33.1 miles), and Dallas College Brookhaven Campus (33.8 miles).

The site is a short drive to attractions and shops such as Preston Trail Farms (9.1 miles), Eden Hill Winery and Vineyard (10.4 miles), Ray Roberts Lake State Park Isle du Bois (14.1 miles), Dr. Pepper Ballpark (20.9 miles), IKEA (21.2 miles), The Cove at the Lakefront (21.4 miles), The Star in Frisco (22 miles), Legacy West and The Shops at Legacy (22 miles), Historic Downtown McKinney (22.2 miles), and Nebraska Furniture Mart (23.9 miles).



Ray Roberts Lake State Park

Ray Roberts Lake offers camping, hiking, biking, horse back riding, rollerblading, geocache, backpacking and fishing on the 29,000-acre lake. There are boat ramps, two marinas (Lake Ray Roberts Marina and Lone Star Lodge Marina), a fishing pier and fish cleaning stations.

Texas Health Neighborhood Care and Wellness Center Prosper

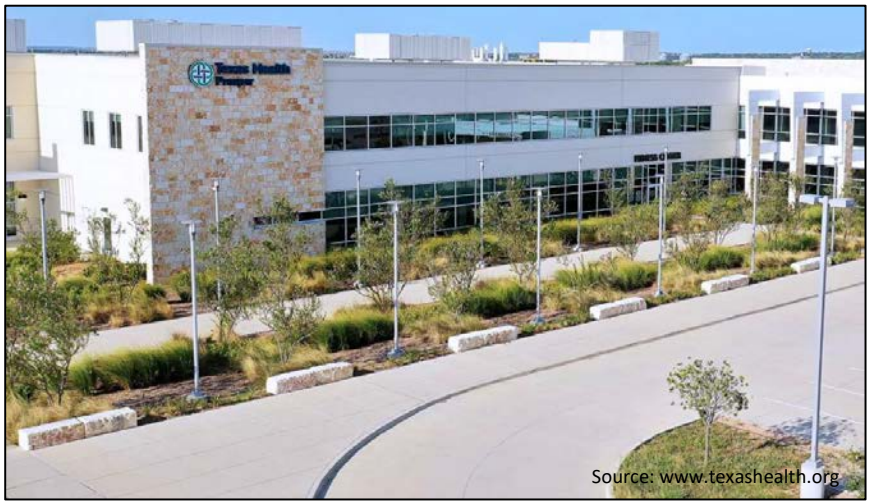
Apartment Market Analysis - Competitive Market - Overview

Texas Health Prosper is licensed under Texas Health Presbyterian Hospital Plano and serves the Prosper, Celina, Little Elm, Cross Road, and surrounding Collin County communities. The 65,000 square foot facility is located one mile west of the Dallas North Tollway on U.S. Route 380 and University Drive. Texas Health is one of the largest faith-based, nonprofit health systems in the U.S. serving the greater Dallas Fort Worth area. In 2021 Fortune Magazine gave Texas Health - 100 Best Companies to Work For (for 7th year in a row) and in 2020 Fortune gave Best Workplaces for Women (5th year in a row). The Dallas Morning News also named Texas Health in the Top 100 Places to Work in 2020.

In addition, Texas Health Prosper also features a 17,400-square-foot, two-story medical office building with medical staff primary care physician and specialist offices. Texas Health Behavioral Health is also located on the second floor to provides patients support for a variety of issues including mental health, substance abuse issues and more.

Texas Health Prosper Medical Services:

- Diagnostic Imaging
- Clinical Laboratory
- Community Fitness Center
- Physical Therapy
- Sports Rehabilitation
- Hand Therapy
- A 24/7 Emergency Department
- Physician Offices



Source: www.texashealth.org

News Impacting the Northern Frisco Submarket

Apartment Market Analysis - Competitive Market - Overview

- The city of Celina is booming, both in terms of rooftops and residents. Residential building permits were up 50% last year, and they are pacing to jump even more this year. Celina's population of about 30,000 has tripled in the past four years and is expected to hit about 160,000 people by the end of the decade (bizjournals.com, 4/7/2021).

- Corson Cramer Development has purchased 220 acres for a new 783-home community in Celina. The project named North Sky Celina is west of Preston Road off Louisiana Drive. The community is planned to have homes ranging in price from the low $200,000s to the $400,000s. Construction is expected to begin in late summer, and a grand opening is planned for 2021 (bizjournals.com, 4/2/2021).

- The Toyota Stadium located in Frisco could become the training hub for an international team competing in the 2026 FIFA World Cup. Frisco Director of Sports and Events, Josh Dill, believes that this could bring a boost to the local economy and area. In addition, the global event would benefit Frisco-based soccer groups thanks to the worldwide spotlight (communityimpact.com, 6/29/2021).

- Rezoning was approved for a $1 billion dollar mixed-use development (The Link) located south of US-380 along Legacy Drive, east of the PGA Frisco project. The 240-acre project will include up to 2,206 multifamily units, up to 500 single-family homes, and up to 2.5 million square feet of office space that would attract between 8,000 and 10,000 jobs. It is estimated to generate $7 million a year in property taxes and $3 million a year in sales tax revenue. Start of construction is unknown at this time (communityimpact.com, 5/19,2021).

- Cambridge Cos. plans to start construction this summer on a $1.5 billion community in Celina that will include 2,400 homes. The Parks at Wilson Creek will feature 720-acres of land located between Coit and Custer roads. Matt Alexander, Cambridge vice president, stated that Celina is one of the hottest submarkets in DFW and have a total of 7,300 lots to develop in Celina. The first model houses will open in early 2023. It will also include a 100-acre public central park with sports fields and an amenity center (dallasnews.com 5/19/2021).

- In April 2021, construction began on the biggest new hotel and resort project in Frisco, Texas. The Omni PGA Frisco Resort located south of US-380 is part of the half-billion-dollar PGA of America mixed-use development and will include 501 rooms and 127,000 square feet of conference and meeting space. The resort will also include seven 2,200-square-foot, four-bedroom golf villas and is set to open in the spring of 2023 (dallasnews.com 4/29/2021 and golfweek.usatoday.com 5/4/2021).

- PGA of America began construction on the PGA Frisco development which will include two championship golf courses, plus a short course, a practice area, clubhouse, and a 100,000 square feet headquarters building. The 665-acre complex is near US-380 and Teel Parkway and will open in 2022. The PGA has already booked the course for 23 major championships, including are two PGA Championships (the first in 2027) and three PGA Seniors (the first in 2023) (morningread.com, 3/22/2021 and Bisnow.com 1/15/2021).

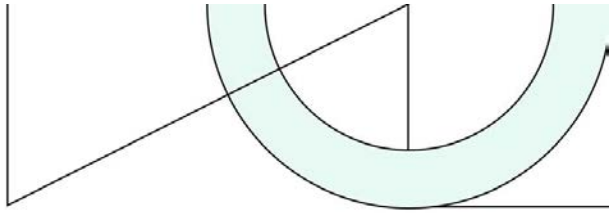
- In December 2020, development group Vijay Borra of DFW Land-Celina Station LP acquired a 134-acre tract of land at the southeast corner of Dallas Parkway and the future Collin County Outer Loop Parkway as well as the northwest and southwest corners of the Dallas North Tollway and Punk Carter Parkway in the city of Celina. The site is just west of the 1,100-acre Light Farms community, which includes thousands of new homes. The property was approved for a mixed-use development that will include retail, office, and urban residential uses. Construction will begin late 2021 or early 2022 (dallasnews.com 12/21/2020).

News Impacting the Northern Frisco Submarket – Cont.

Apartment Market Analysis - Competitive Market - Overview

- Magnus Chemical has expanded to The Star Commerce Center in Frisco at 16005 Gateway Drive. Magnus Chemical's new space will accommodate the company's need for a larger store and distribution center to better supply the high demand of cleaning and sanitation products that has arisen with the COVID-19 pandemic (dmagazine.com, 10/22/2020).

- Construction is underway on the next phase of The Gate mixed-use development in Frisco. The 49-acre, $1 billion project is on the Dallas North Tollway just north of the Dallas Cowboy's Star mixed-use project. The Gate is a project of Dubai-based Invest Group Overseas and it will include a 35,000-square-foot building that will house a Govidji's jewelry store plus restaurants. The Gate next phase is set to open at the end of 2021. Other projects under construction at The Gate: Dallas-based JMJ Development will feature a 28-story tower and will include 225 luxury hotel rooms and 150 condos units at the corner of Hickman Parkway and the Dallas North Tollway; a 16,000-square-feet of restaurant and retail space across the street (dmagazine.com 10/22/2020, dallasnews.com 6/1/2020).



Summary of Comparable Properties

Apartment Market Analysis - Rents

Zonda Advisory gathered data on nine comparable properties (3,064 units) in order to devise a pricing strategy for Celina Dynavest Apartments. The comparables were selected based on location, age, product type, and amenities.

The comparable properties are located an average driving distance of 16.7 miles from the subject property. On average, the comparables are eight years old. The largest community is The Mansions 3Eighty with 431 units. W3 has the largest management presence with two properties totaling 851 units. All of the properties are garden-style communities, except for The Travis, which is a wrap product.

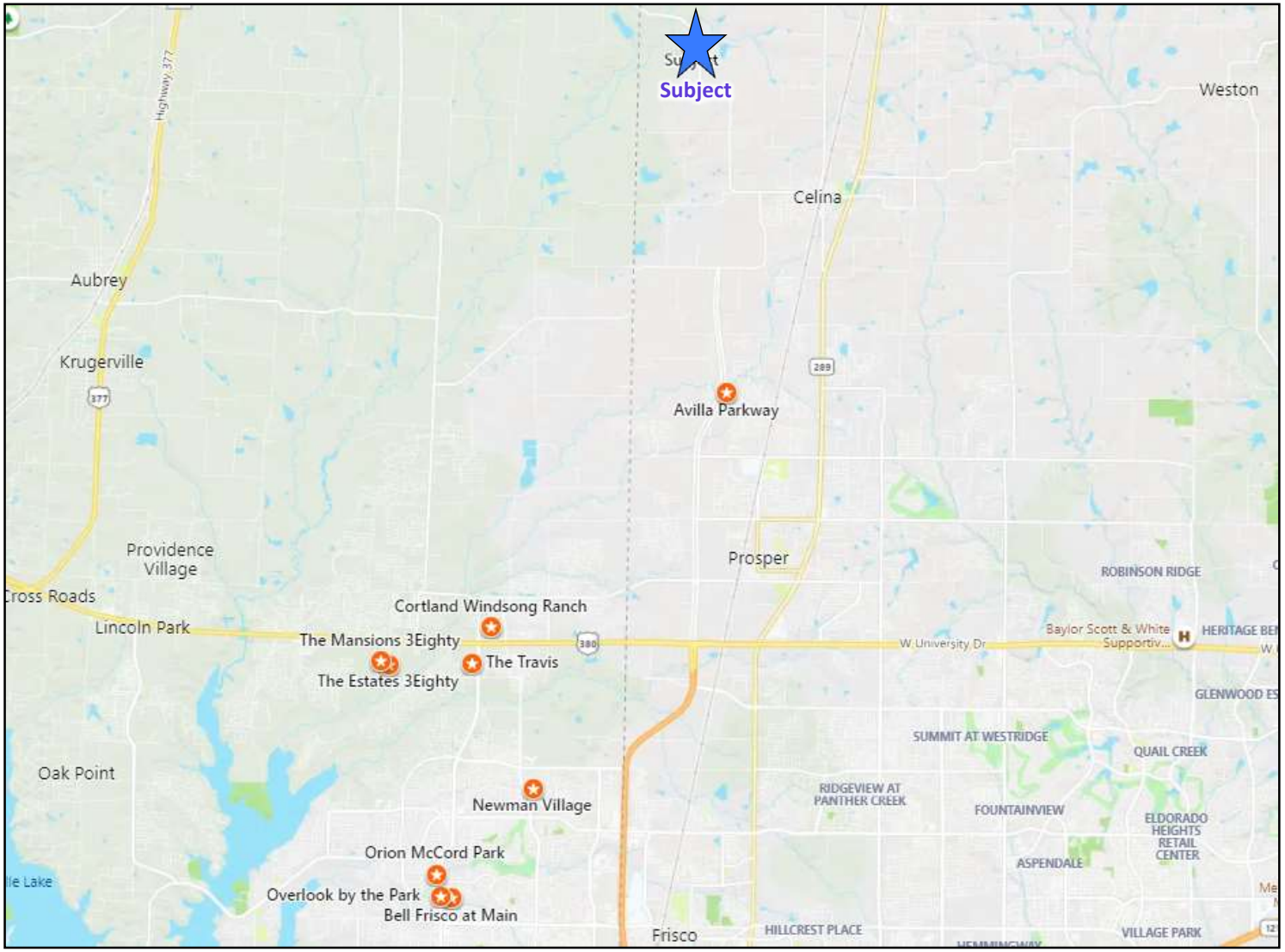
Summary of Comparable Properties

Comp #	Property Name	City	Property Manager	Revenue Management	# Units	# Stories	Year Built	Distance from Subject (Miles)
1	Avilla Parkway	Celina	Portico Property Management	Yes	108	1	2021	7.9
2	Cortland Windsong Ranch	Prosper	Cortland	Yes	300	2	2016	14.2
3	The Travis	Frisco	Westwood Residential	Yes	345	4	2020	15.2
4	The Mansions 3Eighty	Little Elm	W3	Yes	431	2	2016	15.8
5	The Estates 3Eighty	Little Elm	W3	Yes	420	3	2016	16.1
6	Newman Village	Frisco	Westwood Residential	Yes	300	4	2020	16.1
7	Orion McCord Park	Little Elm	RAM Partners LLC	Yes	416	2	2012	18.7
8	Overlook by the Park	Frisco	CAF Management	Yes	384	4	2014	19.2
9	Bell Frisco at Main	Frisco	Bell Partners	Yes	360	4	2012	20.1
	Total/Weighted Avg.				3,064	3	2016	16.7

All of the comparables are professionally managed and use revenue management software. These programs provide pricing recommendations based on historical demand, unit type availability, net rental pricing, lease term, days vacant, and comparable rental rates.

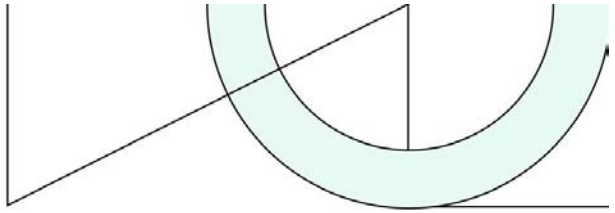
Location of Comparable Properties

Apartment Market Analysis - Rents



Stripped Rent

Apartment Market Analysis - Rents

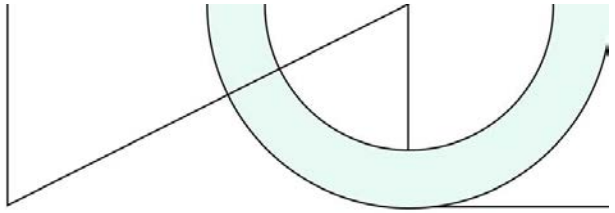


In order to arrive at base rents, Zonda Advisory utilized a stripped rent trend line methodology where y = mx + b or Stripped Rent per Unit = slope x Unit Size + intercept. Using the equation, a Stripped Rent per Unit can be solved for any given unit size.

The Stripped Rent Analysis takes asking rents at each comparable development and then "strips" those rents of all upgrades, amenities, premiums and other factors to arrive at a true base rent for a given unit size. These deconstructed rents allow for an accurate "apples to apples" comparison (particularly for markets in which comparable product does not exist), that ultimately results in the ability to maximize revenue through highly granular research. The steps involved in this type of analysis include:

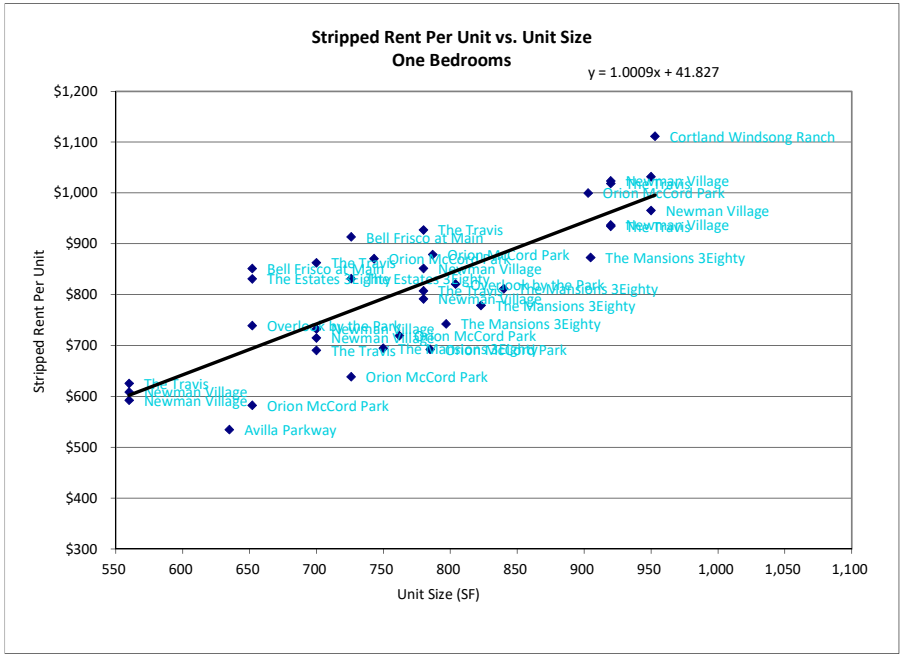
- Adjusting the base market rent for all unit and common amenities, based on national apartment resident surveys. These amenities include, but are not limited to, countertop material, flooring material, appliance packages, cabinetry finish, building design, fitness center components, pool design, pet amenities, and parking. The apartment is stripped of all unit and community amenities until it is a single dot on the stripped rent trend line with only four walls. This process is performed to determine an amenity package value at each community and arrive at a "stripped rent" for each utilized floor plan.
- Adjusting the Stripped Rent for age, so that it will reflect a rent level typical of a newly constructed property.
- Adjusting the Stripped Rent for premiums and discounts, which are established by using the comparable properties weighted average position to the trend line by floor plan type. This methodology implies that when stripped rents are compared, the differences in position relative to the trend line reflect location and other non-quantifiable factors such as property management and unit mix.

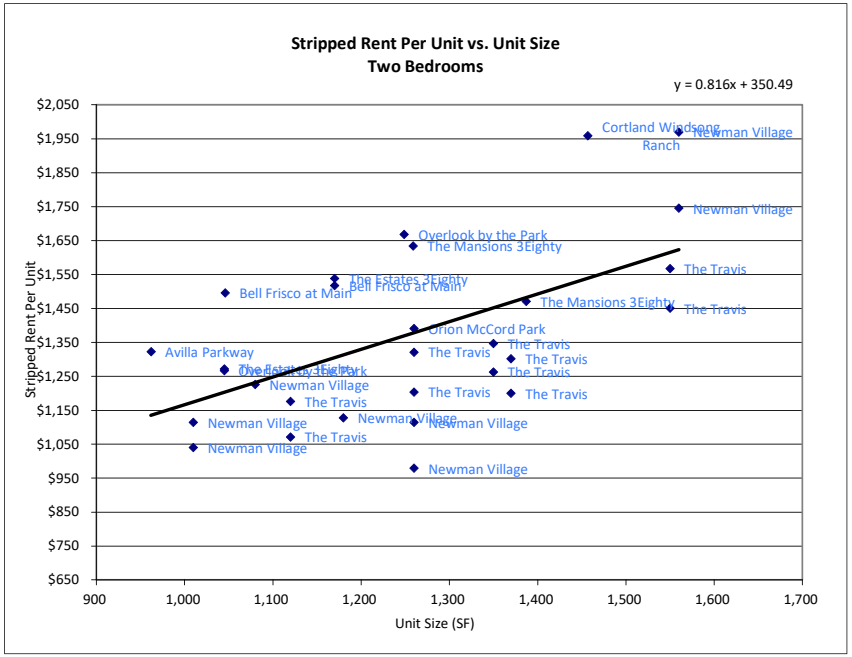
The concluded rents for the subject project reflect Zonda Advisory's assumptions of features/amenities, detailed in this report; the site's location premium or discount; and parking provision. These variables are applied to the subject project to arrive at an indicated mathematical market rent by floor plan.



Stripped Rent: One Bedroom and Two Bedroom Units

Apartment Market Analysis - Rents





One Bedrooms Trend Line:

Slope = 1.0009

Intercept = 41.83

Example: (1.0009 x 750 SF) + 41.83 x (1 + 0.0095 loc adj) = $800

Two Bedroom Trend Line:

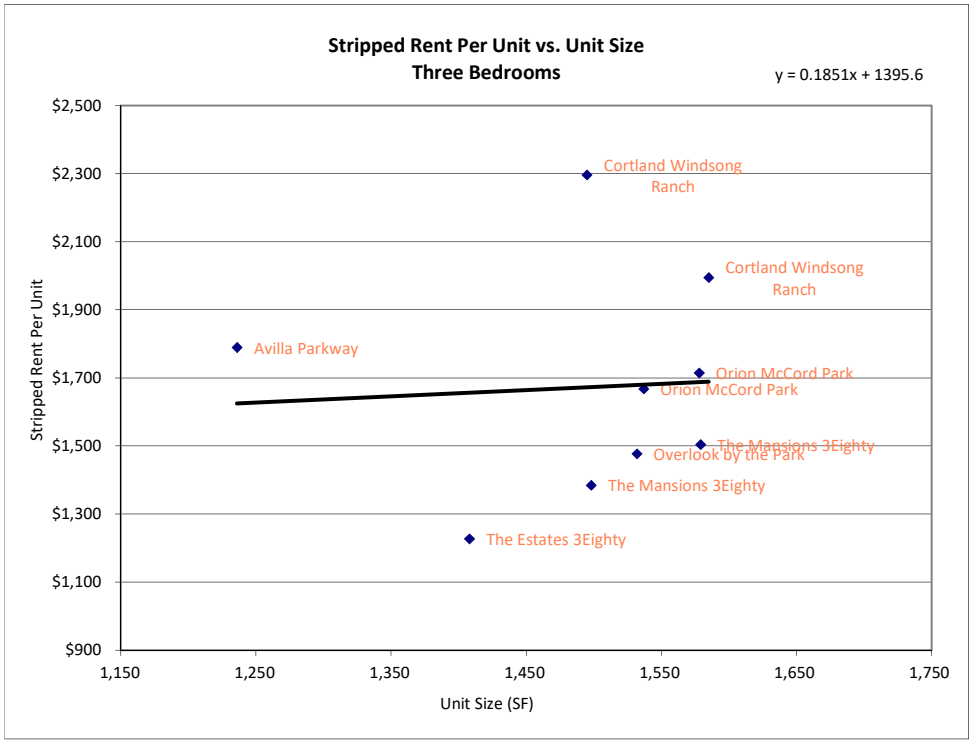
Slope = 0.8160

Intercept = 350.49

Example: (0.8160 x 1,150 SF) + 350.49 x (1 + 0.0095 loc adj) = $1,301

Stripped Rent: Three Bedroom Units

Apartment Market Analysis - Rents

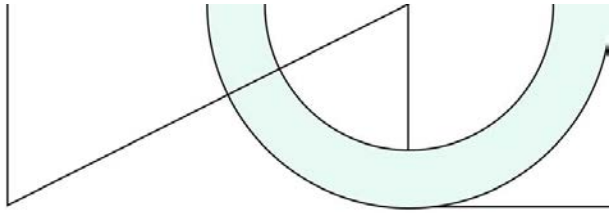


Three Bedroom Trend Line:

Slope = 0.1851

Intercept = 1,395.65

Example: (0.1851 x 1,550 SF) + 1,395.65 x (1 - 0.0095 loc adj) = $1,699



Age Adjustments

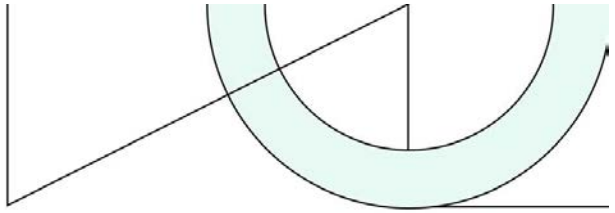
Apartment Market Analysis - Rents

Each comparable receives an adjustment so that it will reflect a rent level typical of a newly constructed property. The methodology employed in this analysis is based on a study performed by Marshall & Swift Valuation Service. The premise of this methodology is that depreciation is not linear and that the aging process is minimal at first but accelerates as a property ages and has adjustments along the way as periodic maintenance improvements are made.

Age Adjustment				
Property Name	Year Built	Effective Year Built	Effective Age Difference to Subject	% Depreciation (50 Years)
Celina Dynavest Apartments I	**2024**	**2024**	**0**	**0%**
Avilla Parkway	2021	2021	3	1%
The Travis	2020	2020	4	2%
Newman Village	2020	2020	4	2%
Landing at Little Elm	2019	2019	5	3%
The Village at Lakefront	2017	2017	7	4%
Cortland Windsong Ranch	2016	2016	8	5%
Century 380	2016	2016	8	5%
The Estates 3Eighty	2016	2016	8	5%
The Mansions 3Eighty	2016	2016	8	5%
Overlook by the Park	2014	2014	10	6%
Orion McCord Park	2012	2012	12	8%
Bell Frisco at Main	2012	2012	12	8%

Source: Zonda Advisory, Marshall & Swift Valuation Service

While the subject is not yet constructed, using a completion date of 2024 for Phase I is appropriate for this analysis. Rent estimates are presented in July 2021 dollars. After completion, the subject will have an age difference of three years between today and its actual development date. The age adjustments applied in this analysis are based on an economic life of 50 years. **When the community is completed, it will be an average of eight years newer than the comparables which equates to an age adjustment of 5% or $41 per unit ($0.04 per square foot).**



Amenity Package Adjustment

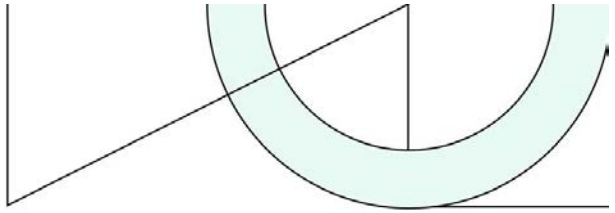
Apartment Market Analysis - Rents

Amenity packages are compared to existing projects in the area, summarized on the table below. A detailed list of amenities for the Subject property is provided on page 57.

Amenity Package Summary			
Project Name	Unit Amenity Value	Community Amenity Value	Total Amenity Package
Celina Dynafest Apartments I	**$420**	**$312**	**$733**
Avilla Parkway	$403	$748	$1,153
Cortland Windsong Ranch	$433	$440	$873
The Mansions 3Eighty	$408	$403	$813
Orion McCord Park	$387	$352	$741
The Travis	$349	$282	$635
Overlook by the Park	$358	$255	$618
The Estates 3Eighty	$383	$226	$615
Newman Village	$292	$247	$547
Bell Frisco at Main	$378	$146	$535
Weighted Average	$402	$425	$829

The comparables indicate amenity package values ranging from $535 to $1,153 per unit, with a weighted average of $829 per unit. The highest amenity packages are set by Avilla Parkway, Cortland Windsong Ranch, and The Mansions 3Eighty.

Celina Dynafest Apartments I is recommended to include an amenity package ($733 per unit or $0.76 per square foot) that will position the property competitively among the top properties as well as anticipate for future pipeline additions. Recommended featured unit and community amenities include hardwood-like flooring in the entry, kitchen, living and dining rooms, plush carpet in the bedrooms, granite countertops, espresso cabinetry, stainless steel appliances, side-by-side refrigerators, undermount sinks, track lighting, ceiling fans with light in both the living and bedrooms, walk-in closets, business center, conference room, pool table, demonstration kitchen, resident lounge, resort pool, firepit with seating area, gas BBQs, pet grooming area and park, and a fitness center.



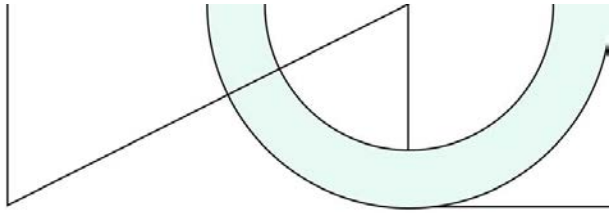
Unit Amenity Summary – Competitive Set

Apartment Market Analysis - Rents

The table demonstrates the percentage of the comparables' units that contain the listed amenities. A standard amenity feature is considered a feature that is found in 70% or more of the comparables' units. Unique interior amenities are not to be dismissed, however, as they may reflect new trends.

APARTMENT UNIT	% of Units
Apartment Unit:--9-Foot Ceiling	100.0%
Apartment Unit:--Washer/Dryer Connection	100.0%
Apartment Unit:--Crown Molding	78.9%
Apartment Unit:--Outdoor Breezeways	75.4%
Apartment Unit - 2" Blinds	51.1%
Apartment Unit:--Standard Patio/Balcony (=<100 sf)	50.9%
Apartment Unit:--Oversized Patio/Balcony (>100 sf)	33.2%
Apartment Unit:--10-Foot Ceiling	27.8%
Apartment Unit:--Enclosed & Air Conditioned Breezeways	21.1%
Apartment Unit:--Full Size Washer/Dryer (Front Load & Side/Side)	13.3%
Apartment Unit:--Individual Private Entry to Private Front Yard	3.5%
Apartment Unit:--French Door to Patio/Balcony	1.9%
TECHNOLOGY	% of Units
Technology:--Programmable Thermostat	100.0%
Technology - Prewired for ATT U-Verse	53.0%
Technology:--Prewired for High Speed Internet Access	31.3%
FLOORING	% of Units
Flooring:--Hardwood Like (Entry)	96.5%
Flooring:--Hardwood Like (Kitchen)	75.8%
Flooring:--Hardwood Like (Bathroom)	75.8%
Flooring:--Hardwood Like (Dining)	70.0%
Flooring:--Hardwood Like (Living)	69.1%
Flooring:--Upgraded Plush Carpet (Bedroom)	53.7%
'Flooring:--Hardwood Like (Bedroom)	52.1%
Flooring:--Upgraded Plush Carpet (Living)	30.9%
Flooring:--Upgraded Plush Carpet (Dining)	30.0%
Flooring:--Ceramic Tile (Bathroom)	24.2%
Flooring:--Ceramic Tile (Kitchen)	24.2%
Flooring:--Stained Concrete Throughout	12.5%
Flooring:--Stained Concrete Throughout	12.5%
Flooring:--Ceramic Tile (Entry)	3.5%
COUNTERTOP MATERIAL	% of Units
Countertop Material:--Granite (Kitchen)	100.0%
Countertop Material:--Granite (Bathroom)	78.9%
Countertop Material:--Quartz (Kitchen)	21.1%
Countertop Material:--Marble (Bathroom)	21.1%

CABINETRY	% of Units
Cabinetry:--Espresso (Kitchen)	70.7%
Cabinetry:--Espresso (Bath)	70.7%
Cabinetry:--White (Kitchen)	25.8%
Cabinetry:--White (Bath)	25.8%
Cabinetry:--Gray (Kitchen)	3.5%
Cabinetry:--Gray (Bath)	3.5%
LIVING	% of Units
Living:--Ceiling Fan	76.2%
Living:--42" Flat Screen Television Mounted to Wall	21.1%
Living:--Built-in Bookshelves	1.3%
DINING	% of Units
Dining:--Pendant or Track Lighting	75.4%
Dining:--Painted Accent Wall	3.5%
KITCHEN	% of Units
Kitchen:--Microwave	100.0%
Kitchen:--Backsplash Ceramic Tile	100.0%
Kitchen:--Ceramic Glass Cooktop	100.0%
Kitchen:--Counter Seating to Accommodate Bar Stools	82.3%
Kitchen:--Stainless Steel Appliances	82.0%
Kitchen:--Track Lighting	75.4%
Kitchen:--Undercabinet Lighting	65.9%
Kitchen:--Undercabinet Lighting	65.9%
Kitchen:--Frost Free Refrigerator with Icemaker	59.5%
Kitchen:--Undermount Sink	36.3%
Kitchen:--Side-by-Side Refrigerator with water dispenser	31.0%
Kitchen:--Black Appliances	18.0%
Kitchen:--Island	16.3%
Kitchen:--Backsplash Painted	11.7%
Kitchen:--Built-In Computer Desk	5.9%
BATHROOM	% of Units
Bathroom:--Ceramic Tile Bath Surround	100.0%
Bathroom:--Oval or Soak In Tub	66.7%
Bathroom - Framed Mirrors	42.6%
Bathroom:--Jacuzzi Tub	41.4%
Bathroom:--Double Vanity	29.3%
Bathroom:--Separate Glass Enclosed Shower	23.6%
Bathroom:--Curved Shower Curtain Bars	21.1%
Bathroom:--Pedestal Sink	0.4%
BEDROOM	% of Units
Bedroom:--Ceiling Fan	64.5%
STORAGE	% of Units
Storage:--Walk-in Closet	99.0%
Storage:--Pantry	75.3%
Storage:--Wood rod and shelving in closet instead of wire shelving	65.6%
Storage:--Entry Hall Closet	33.5%
Storage:--Closet Attached to Unit	18.2%
Storage:--Linen Closet	14.0%



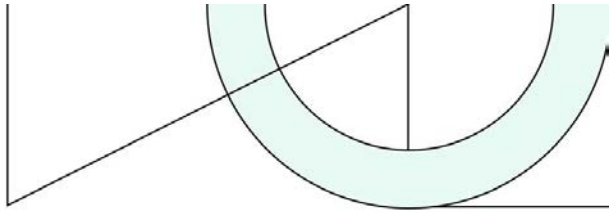
Community Amenity Summary – Competitive Set

Apartment Market Analysis - Rents

This table demonstrates the percentage of the comparables' units that have access to the listed community amenities. A standard amenity feature is considered a feature that is accessible to 70% or more of the comparables' units. Unique community amenities are not to be dismissed, however, as they may reflect new trends.

COMPLEX AMENITIES	% of Units
Complex Design:--Elevators	60.1%
Complex Design:--Podium or Wrap	21.1%
Complex Design:--Two Story Unit/Townhome	2.9%
Complex Design - Product Type SFR	3.5%
CLUBHOUSE AMENITIES	% of Units
Community Amenities:--Tanning Bed	100.0%
Clubhouse Amenities:--Coffee Bar with Free Coffee	96.5%
Clubhouse Amenities:--Resident Lounge with Televisions	78.9%
Clubhouse Amenities:--Cooking Demonstration Kitchen	63.7%
Clubhouse Amenities:--Pool Table	50.0%
Community Amenities:--Mystic Tanning Bed	40.2%
Community Amenities:--Poker Room	9.8%
FITNESS CENTER	% of Units
Fitness Center:--Weight machines	96.5%
Fitness Center:--Free Weights	96.5%
Fitness Center:--Personal fitness trainer/organized classes	96.5%
Fitness Center:--Massage services	37.6%
Fitness Center:--Cross Fit Equipment	21.1%
Fitness Center:--Spa like sanctuary with mineral pool, cold plunge	9.8%
SECURITY FEATURES	% of Units
Security Features:--Building Security Cameras	75.4%
Security Features:--Gated Community Access	21.1%

RESORT AMENITIES	% of Units
Resort Amenities:--Jacuzzi	88.3%
Resort Amenities:--Outdoor Firepit with Seating Area	40.2%
Resort Amenities:--Public Hike/Bike/Jogging Trail	31.3%
Resort Amenities:--Saltwater Pool	26.6%
Resort Amenities:--Gas BBQ and Island Counter	24.6%
Resort Amenities:--Putting Green	21.1%
Resort Amenities:--Heated Swimming Pool	9.8%
Resort Amenities:--Catch & Release Fishing Pond	9.8%
Resort Amenities:--Outdoor Fireplace with Seating Area	3.5%
CHILDREN AMENITIES	% of Units
Children Amenities:--Splash Fountain Park	39.5%
Children Amenities - Misc. 1	13.6%
PET AMENITIES	% of Units
Pet Amenities:--Pet park	50.1%
SERVICES	% of Units
Services - Misc. 3	46.4%
Services:--Trolly or Train Line	23.4%
Services:--On-site retail	3.5%
TRASH	% of Units
Trash:--Resident Recycling Program	21.1%
Trash:--Trash Chutes	9.8%
PARKING	% of Units
Parking:--Multilevel Parking Garage	36.4%
Parking:--Bike Racks	26.2%
Parking:--Bicycle Repair Room	21.1%
Parking:--Underground Parking Garage	21.1%
Parking:--Shared Zip Cars	11.3%



Location Adjustments

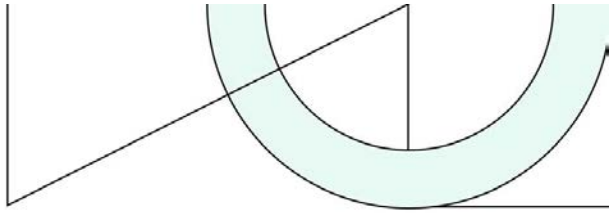
Apartment Market Analysis - Rents

Location premiums and discounts were established using the comparable properties weighted average position to the trendline by floor plan type. **This methodology implies that when stripped rents are compared, the differences in position relative to the trend line reflect location and other non-quantifiable factors such as property management, unit mix, floorplan offerings, and product type.**

A series of variables was analyzed to properly determine the magnitude, if any, of a location adjustment. Factors such as proximity, average household income, traffic count, amenity package, Walk Score, and difference in rent for each unit type in each project to the trendlines shown earlier in this section were all considered.

Location Adjustment Analysis								
Property Name by Market Area	Distance from Subject (Miles)	Average Income 1/2 Mile	Traffic Count	Amenity Package	Walk Score	Walkscore Index	Weighted Average Distance to Trend	Calculated Location Adjustment
Celina Dynafest Apartments I	**0.0**	**$191,671**	**2,006**	**$733**	**0**	**0.00**	**N/A**	**0.95%**
Celina								
Avilla Parkway	7.9	$191,616	4,597	$1,153	0	0.00	4%	
Savannah/U.S. 380 Comparables								
Cortland Windsong Ranch	14.2	$141,900	4,992	$873	21	1.23	21.2%	
The Travis	15.2	$162,394	17,322	$635	14	0.82	-0.5%	
The Mansions 3Eighty	15.8	$123,612	46,854	$813	20	1.17	-6.8%	
The Estates 3Eighty	16.1	$120,647	46,854	$615	26	1.53	11.4%	
Little Elm/Frisco/FM 423 Comparables								
Newman Village	16.1	$175,844	6,365	$547	8	0.47	-1.7%	
Orion McCord Park	18.7	$122,457	35,429	$741	20	1.17	-1.6%	
Overlook by the Park	19.2	$134,544	44,620	$618	31	1.82	5.0%	
Bell Frisco at Main	20.1	$165,063	44,620	$535	30	1.76	20.3%	

The comparables have premiums/discounts to the trend line ranging from -6.8% to 21.2%. All of the comparables have weak Walk Scores, which is typical for more rural or suburban areas. Average household incomes range from $120,647 to $191,616. Traffic counts at the comparables vary from 4,597 to 46,854 vehicles per day. **Zonda Advisory elected to give the subject a location adjustment based on the weighted average distance to trend of the closest four comparables. The location adjustment of 0.9% results in a base increase of $10 per month or $0.01 per square foot. The location premium assumes that the Dallas North Tollway's extension (Phase 4A extends FM 428 north to the Grayson County line) is built by 2024.** The weighted average distance to trend of all of the comparables is 4.8%.



Subject Property Indicated Effective Rent – Phase I

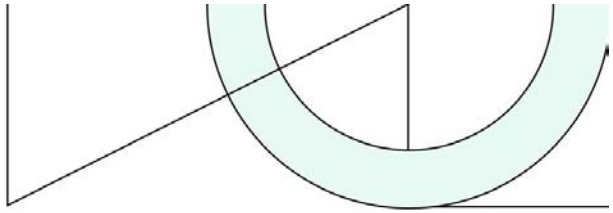
Apartment Market Analysis - Rents

Zonda Advisory adjusted for age, amenities, size, and location. Using the data presented in the trend line, the estimated “stripped” rent for each Subject unit was derived by the following formula: **Predicted Stripped Rent per Unit = Slope x Unit Size + Intercept x (1 + Location Adjustment)**

After estimating the "stripped" rent for each of the Subject's floor plans, the values associated with the recommended amenities (illustrated on the following page) were added to the "stripped" rent estimate to arrive at an indicated market rent. All rental rates are stated in July 2021 dollars.

Zonda Advisory Recommended Rents - Celina Dynavest Apartments I								
Unit Type	Units	% of Mix	Size (SF)	Per Unit Adjusted "Stripped" Rent	Per Unit Total Amenities	Base Rent	All In Rent	PSF
1BR/1BA	45	15.0%	650	$699	$713	$1,412	$1,412	$2.17
1BR/1BA	65	21.7%	750	$800	$713	$1,513	$1,513	$2.02
1BR/1BA	40	13.3%	825	$876	$713	$1,588	$1,588	$1.93
1BR/1BA	25	8.3%	925	$977	$708	$1,684	$1,684	$1.82
2BR/2BA	25	8.3%	1,050	$1,219	$747	$1,965	$1,965	$1.87
2BR/2BA	35	11.7%	1,150	$1,301	$747	$2,048	$2,048	$1.78
2BR/2BA	30	10.0%	1,250	$1,383	$773	$2,156	$2,156	$1.72
2BR/2BA	15	5.0%	1,350	$1,466	$773	$2,238	$2,238	$1.66
3BR/2BA	10	3.3%	1,425	$1,675	$773	$2,448	$2,448	$1.72
3BR/2.5BA	10	3.3%	1,550	$1,699	$798	$2,496	$2,496	$1.61
Total/Average	300	100.0%	960	$1,054	$733	$1,787	$1,787	$1.86

Zonda Advisory recommends rents include surface parking on a first come, first serve basis. Zonda Advisory recommends offering assigned covered parking and detached garages as additional parking options for monthly premiums of $35 and $125, respectively.



Subject Property Indicated Effective Rent – Phase II

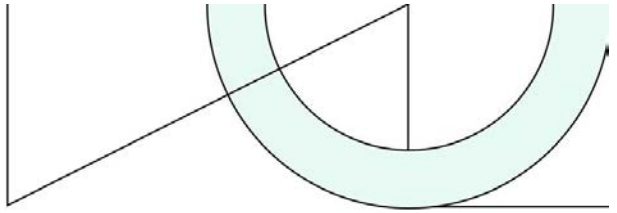
Apartment Market Analysis - Rents

Zonda Advisory adjusted for age, amenities, size, and location. Using the data presented in the trend line, the estimated “stripped” rent for each Subject unit was derived by the following formula: **Predicted Stripped Rent per Unit = Slope x Unit Size + Intercept x (1 + Location Adjustment)**

After estimating the "stripped" rent for each of the Subject's floor plans, the values associated with the recommended amenities (illustrated on the following page) were added to the "stripped" rent estimate to arrive at an indicated market rent. All rental rates are stated in July 2021 dollars.

Zonda Advisory Recommended Rents - Celina Dynavest Apartments II								
Unit Type	Units	% of Mix	Size (SF)	Per Unit Adjusted "Stripped" Rent	Per Unit Total Amenities	Base Rent	All In Rent	PSF
1BR/1BA	50	16.7%	625	$682	$713	$1,395	$1,395	$2.23
1BR/1BA	70	23.3%	725	$783	$713	$1,496	$1,496	$2.06
1BR/1BA	35	11.7%	800	$859	$713	$1,572	$1,572	$1.97
1BR/1BA	30	10.0%	900	$961	$708	$1,669	$1,669	$1.85
2BR/2BA	20	6.7%	1,025	$1,213	$747	$1,960	$1,960	$1.91
2BR/2BA	30	10.0%	1,125	$1,295	$747	$2,042	$2,042	$1.81
2BR/2BA	35	11.7%	1,225	$1,377	$773	$2,150	$2,150	$1.75
2BR/2BA	15	5.0%	1,325	$1,459	$773	$2,232	$2,232	$1.68
3BR/2BA	10	3.3%	1,400	$1,693	$773	$2,466	$2,466	$1.76
3BR/2.5BA TH	5	1.7%	1,575	$1,722	$798	$2,520	$2,520	$1.60
Total/Average	300	100.0%	920	$1,022	$732	$1,753	$1,753	$1.91

Zonda Advisory recommends rents include surface parking on a first come, first serve basis. Zonda Advisory recommends offering assigned covered parking and detached garages as additional parking options for monthly premiums of $35 and $125, respectively.



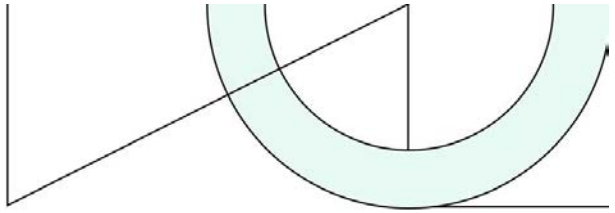
Subject Property Recommended Amenities

Apartment Market Analysis - Rents

UNIT AMENITIES	% of Units	$ Value
Apartment Unit:--9-Foot Ceiling	100%	$10
Apartment Unit:--Standard Patio/Balcony (=<100 sf)	100%	$12
Apartment Unit:--Washer/Dryer Connection	100%	$13
Apartment Unit:--Full Size Washer/Dryer (Front Load & Side/Side)	42%	$23
Apartment Unit:--Full Size Washer/Dryer (Stackable)	58%	$11
Apartment Unit:--Outdoor Breezeways	100%	$6
Technology:--Programmable Thermostat	100%	$17
Technology:--Prewired for High Speed Internet Access	100%	$18
Flooring:--Hardwood Like (Entry)	100%	$2
Flooring:--Hardwood Like (Living)	100%	$7
Flooring:--Hardwood Like (Dining)	100%	$4
Flooring:--Engineered Hardwood (Kitchen)	100%	$9
Flooring:--Hardwood Like (Kitchen)	100%	$3
Flooring:--Hardwood Like (Bathroom)	100%	$3
Flooring:--Upgraded Plush Carpet (Bedroom)	100%	$10
Countertop Material:--Granite (Kitchen)	100%	$18
Countertop Material:--Granite (Bathroom)	100%	$8
Cabinetry:--Espresso (Kitchen)	100%	$17
Cabinetry:--Espresso (Bath)	100%	$8
Living:--Ceiling Fan	100%	$12
Kitchen:--Backsplash Ceramic Tile	100%	$9
Kitchen:--Side-by-Side Refrigerator with water dispenser	100%	$12
Kitchen:--Undercabinet Lighting	100%	$7
Kitchen:--Undermount Sink	100%	$17
Kitchen:--Microwave	100%	$16
Kitchen:--Track Lighting	100%	$13
Kitchen:--Island	50%	$12
Kitchen:--Counter Seating to Accommodate Bar Stools	50%	$17
Kitchen:--Ceramic Glass Cooktop	100%	$13
Bathroom:--Ceramic Tile Bath Surround	100%	$8
Bathroom:--Double Vanity	42%	$12
Bathroom:--Oval or Soak In Tub	42%	$15
Bathroom:--Separate Glass Enclosed Shower	100%	$14
Bathroom - Framed Mirrors	100%	$11
Bathroom:--Half Bath	3%	$25
Bedroom:--Ceiling Fan	100%	$11
Storage:--Entry Hall Closet	100%	$11
Storage:--Pantry	100%	$15
Storage:--Linen Closet	100%	$14
Storage:--Walk-in Closet	122%	$26

COMMUNITY AMENITIES	% of Units	$ Value
Clubhouse Amenities:--Business Center / Internet café	100%	$7
Clubhouse Amenities:--Conference Room	100%	$8
Clubhouse Amenities:--Coffee Bar with Free Coffee	100%	$15
Clubhouse Amenities:--Cooking Demonstration Kitchen	100%	$4
Clubhouse Amenities:--Pool Table	100%	$7
Clubhouse Amenities:--Shuffle Board	100%	$5
Clubhouse Amenities:--Resident Lounge with Televisions	100%	$7
Community Amenities:--WiFi in Common Areas & Pool	100%	$26
Fitness Center:--Cardio equipment	100%	$15
Fitness Center:--Weight machines	100%	$14
Fitness Center:--Free Weights	100%	$8
Fitness Center:--Indoor exercise studio	100%	$10
Fitness Center:--Spin Bikes	100%	$9
Security Features:--Gated Community Access	100%	$12
Resort Amenities:--Resort Pool	100%	$14
Resort Amenities:--Outdoor Firepit with Seating Area	100%	$9
Resort Amenities:--Gas BBQ and Island Counter	100%	$8
Resort Amenities:--Jacuzzi	100%	$27
Resort Amenities:--Private Hike/Bike/Jogging Trail	100%	$10
Children Amenities:--Playground	100%	$8
Pet Amenities:--Grooming Area/Dog Wash	100%	$21
Pet Amenities:--Pet park	100%	$18
Services:--Parcel Notification TV in Mailroom	100%	$10
Services:--Parcel Locker	100%	$17
Trash:--Resident Recycling Program	100%	$17
Parking:--Bike Storage	100%	$6
Total Amenity Package		$733

- This amenity package is preliminary and is subject to change.
- Amenity values are based on Zonda Advisory's research with apartment dwellers across the United States.
- Depending on the size and layout of a given unit, the level and type of amenity will vary. For instance, a smaller unit type may not have a double vanity.



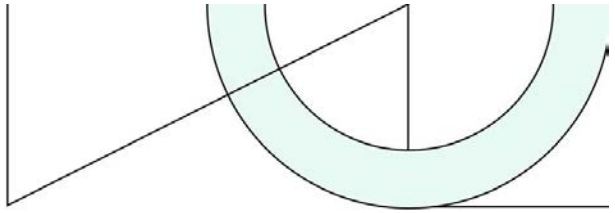
Parking Comparison

Apartment Market Analysis - Rents

A summary of the parking options at each comparable property is presented in the table. The majority of the comparables offer surface parking on a first come, first served basis. The Estates 3Eighty and Overlook by the Park offer carports (one per unit) included in the monthly rents. The Travis and Newman Village offer one parking space per bed in a multilevel garage included in rents. Three comparables have attached garages in select units included in the monthly rent. Overlook by the Park offers detached garages for an additional fee at $125 per month. The Travis offers additional parking spaces in its multilevel garage for $25 per month. Carports are offered at four properties for fees ranging from $25 to $40 per month.

Rental Comparison							
	Parking Options Included in Rent				**Additional Parking Options**		
Property Name	Surface	Carport	Multilevel Parking Garage	Unit Attached Garage	Detached Garage	Multilevel Parking Garage	Carport
Avilla Parkway	First Come, First Served	-	-	-	-	-	$25/mo.
Cortland Windsong Ranch	First Come, First Served	-	-	Select Units	-	-	-
The Travis	-	-	One Per Bed	-	-	$25/mo.	-
The Mansions 3Eighty	First Come, First Served	-	-	Select Units	-	-	-
The Estates 3Eighty	First Come, First Served	One Per Unit	-	-	-	-	-
Newman Village	-	-	One Per Bed	-	-	-	-
Orion McCord Park	First Come, First Served	-	-	Select Units	-	-	-
Overlook by the Park	First Come, First Served	One Per Unit	-	-	$125/mo.	-	$40/mo.
Bell Frisco at Main	First Come, First Served	-	-		-	-	$30/mo.

Celina Dynavest Apartments I will offer parking in a surface lot on a first come, first served basis. Zonda Advisory recommends charging a monthly premium of $35 for assigned covered parking and also offering detached garages for $125 per moth. Zonda Advisory determined additional parking pricing based on the offerings at the comparables.



Rent Escalator

Apartment Market Analysis - Rents

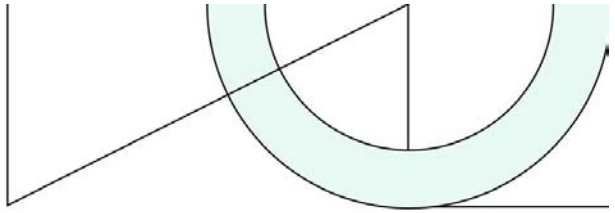
Zonda Advisory forecasts rent will equal $2.04 by 1Q 2024 when Celina Dynavest Apartments I opens. Today's rent is grown by 9.7% as calculated by Zonda Advisory's Supply and Demand model. Phase II rents are projected to grow 15.0% to an opening rent of $2.19 by 1Q 2026.

Celina Dynavest Apartments I

		Today's Rents July 2021	Initial Occupancy Rent Mar. 2024
Unit Type	Size SF	All In Rent Per Unit	Compounded Growth 9.7%
1BR/1BA	650	$1,412	$1,549
1BR/1BA	750	$1,513	$1,659
1BR/1BA	825	$1,588	$1,743
1BR/1BA	925	$1,684	$1,848
2BR/2BA	1,050	$1,965	$2,156
2BR/2BA	1,150	$2,048	$2,246
2BR/2BA	1,250	$2,156	$2,365
2BR/2BA	1,350	$2,238	$2,456
3BR/2BA	1,350	$2,448	$2,685
3BR/2.5BA	1,550	$2,496	$2,738
Total/Average	**960**	**$1,787**	**$1,960**
Rent PSF		**$1.86**	**$2.04**

Celina Dynavest Apartments II

		Today's Rents July 2021	Initial Occupancy Rent Jan. 2026
Unit Type	Size SF	All In Rent Per Unit	Compounded Growth 15.0%
1BR/1BA	625	$1,395	$1,604
1BR/1BA	725	$1,496	$1,721
1BR/1BA	800	$1,572	$1,808
1BR/1BA	900	$1,669	$1,919
2BR/2BA	1,025	$1,960	$2,253
2BR/2BA	1,125	$2,042	$2,348
2BR/2BA	1,225	$2,150	$2,472
2BR/2BA	1,325	$2,232	$2,566
3BR/2BA	1,325	$2,466	$2,835
3BR/2.5BA TH	1,575	$2,520	$2,897
Total/Average	**920**	**$1,753**	**$2,016**
Rent PSF		**$1.91**	**$2.19**



Unit Mix Analysis – Market Overall and Subject Recommendation

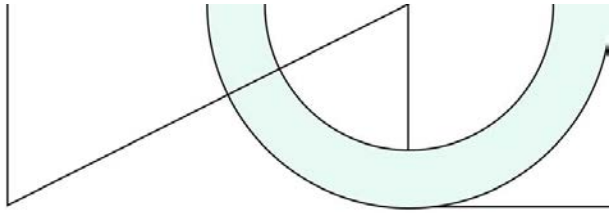
Apartment Market Analysis - Unit Mix

Comparables Unit Mix			
Floorplan Type	# Units	% of Mix	Wtd. Avg. Unit Size (SF)
1BR/1BA	1,854	60.5%	736
1BR/1.5BA	13	0.4%	1,188
2BR/1BA	72	2.3%	1,131
2BR/2BA	725	23.7%	1,225
3BR/2BA	251	8.2%	1,453
3BR/3BA	24	0.8%	1,408
4BR/4BA	48	1.6%	1,797
4BR/3BA Townhome	77	2.5%	1,913
Totals/Wtd. Averages	3,064	100.0%	973

The unit mix analysis consists of analyzing the current offerings at the comparables. Zonda Advisory surveyed nine comparable properties (3,064 units) in June 2021. Overall, the properties offer 60.9% one bedrooms, 26.0% two bedrooms, 9.0% three bedrooms, and 4.1% four bedrooms, which results in a weighted average unit size of 973 square feet.

Zonda Advisory Recommended Unit Mix - Phase I					
Unit Type	# Units	% of Mix	Unit Size (SF)	% of Total by No. Beds	Wtd. Avg. Unit Size (SF) by No. Beds
1BR/1BA	45	15.0%	650		
1BR/1BA	65	21.7%	750		
1BR/1BA	40	13.3%	825		
1BR/1BA	25	8.3%	925	58.3%	766
2BR/2BA	25	8.3%	1,050		
2BR/2BA	35	11.7%	1,150		
2BR/2BA	30	10.0%	1,250		
2BR/2BA	15	5.0%	1,350	35.0%	1,183
3BR/2BA	10	3.3%	1,425		
3BR/2.5BA	10	3.3%	1,550	6.7%	1,488
Total/Wtd. Avg.	300	100.0%	960	100.0%	960

The recommended unit mix for Phase I is weighted as follows: one-bedrooms at 58.3%, two-bedrooms at 35.0%, and three bedrooms at 6.7%. The unit mix for the Subject results in a weighted average unit size of 960 square feet. The weighted average square footage of the one-bedroom units is 766 square feet compared to 744 square feet at the comparables.



Targeted Bedroom Unit Distribution Comparison

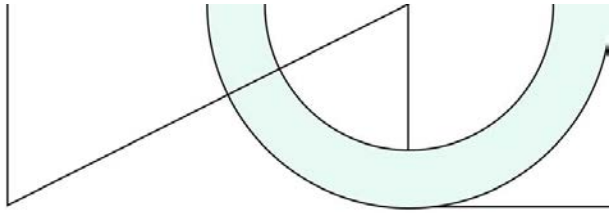
Apartment Market Analysis - Unit Mix

The comparables are weighted most heavily towards one bedrooms (60.9%), followed by two bedrooms (26.0%), three bedrooms (9.0%), and four bedrooms (4.1%). Newman Village offers the highest percentage of one bedrooms (92.7%). The largest percentage of two bedrooms is at Cortland Windsong Ranch (40%). Avilla Parkway has the largest percentage of three bedroom units (34.3%); while Orion McCord Park offers the largest percentage of four bedrooms (10.1%).

Comparables Unit Mix Analysis																		
	Year Built	Total	Average	Total % of Mix				Average Size				Average Rent PSF				Total Spread		
Property Name	or Renovated	Units	Unit Size	1 Beds	2 Beds	3 Beds	4 Beds	1 Beds	2 Beds	3 Beds	4 Beds	1 Beds	2 Beds	3 Beds	4 Beds	1 to 2 Beds	2 to 3 Beds	3 to 4 Beds
Celina Dynavest Apartments I	**2024**	**300**	**960**	**58.3%**	**35.0%**	**6.7%**	**0.0%**	**766**	**1,183**	**1,488**	**-**	**$1.99**	**$1.76**	**$1.66**	**-**	**-$0.23**	**-$0.10**	**-**
Celina Dynavest Apartments II	**2026**	**300**	**920**	**61.7%**	**33.3%**	**5.0%**	**0.0%**	**741**	**1,170**	**1,458**	**-**	**$2.04**	**$1.79**	**$1.70**	**-**	**-$0.25**	**-$0.34**	**-**
Avilla Parkway	2021	108	965	27.8%	38.0%	34.3%	-	635	962	1,236	-	$2.38	$2.36	$2.18	-	($0.01)	($0.19)	-
The Travis	2020	345	904	67.8%	32.2%	-	-	724	1,285	-	-	$1.91	$1.50	-	-	($0.42)	-	-
Newman Village	2020	300	752	92.7%	7.3%	-	-	714	1,221	-	-	$1.80	$1.47	-	-	($0.33)	-	-
Cortland Windsong Ranch	2016	300	1,174	40.0%	40.0%	20.0%	-	849	1,315	1,540	-	$2.03	$1.95	$1.90	-	($0.08)	($0.05)	-
The Mansions 3Eighty	2016	431	1,078	59.4%	23.2%	9.3%	8.1%	819	1,265	1,539	1,917	$1.80	$1.72	$1.56	$1.64	($0.08)	($0.16)	$0.07
The Estates 3Eighty	2016	420	880	68.6%	20.0%	5.7%	5.7%	691	1,134	1,408	1,743	$1.89	$1.69	$1.35	$1.51	($0.20)	($0.34)	$0.16
Overlook by the Park	2014	384	959	62.2%	25.3%	6.3%	6.3%	722	1,182	1,532	1,850	$1.84	$1.78	$1.36	$1.18	($0.07)	($0.42)	($0.18)
Orion McCord Park	2012	416	1,120	49.5%	30.3%	10.1%	10.1%	785	1,258	1,558	1,910	$1.83	$1.60	$1.63	$1.58	($0.23)	$0.02	($0.05)
Bell Frisco at Main	2012	360	887	60.0%	26.7%	13.3%	-	689	1,124	1,309	-	$1.94	$1.75	$1.70	-	($0.20)	($0.04)	-
Average	2016	340	973	60.9%	26.0%	9.0%	4.1%	739	1,216	1,449	1,868	$1.88	$1.74	$1.72	$1.51	($0.37)	($0.16)	($0.23)

The Unit Type Spread is an indicator of how units are performing against each other within a property and can provide a benchmark for the optimum mix. A general rule of thumb indicates that the one to two bedroom spreads should fall within -$0.15 to -$0.25. A greater negative spread indicates that one bedrooms may be outperforming two bedrooms and a lower negative spread is an indication that two bedrooms may be more desirable. The overall average spread equals -$0.37, which indicates that the one bedrooms are performing well. Three bedroom spreads can vary due to the amount and size of offerings, but typically spreads should fall within -$0.15 to +$0.15. The overall spread is -0.16. The two bedrooms are outperforming the three bedroom units in four of the properties; while three bedrooms are doing well in three properties.

The recommended unit mix for Celina Dynavest Apartments I is weighted heavily towards one bedrooms (58.3%), followed by two bedrooms (35.0%), and three bedrooms (6.7%); while Phase II will consist of 61.7% one bedrooms, 33.3% two bedrooms, and 5.0% three bedrooms.



Inventory by Unit Type and Size

Apartment Market Analysis - Unit Mix

Zonda Advisory considered the impact the subject's units would have on the existing comparable inventory by unit size to identify the biggest risks of oversupplying the market within a certain offering.

Staying in the proven size ranges by the competitive set mitigates risk of market reaction to this new property and should help absorption during stabilization.

Highly concentrated floorplan size ranges are as follows:

- 24.8% - One-bedroom units, 700-799 square feet
- 14.8% - One-bedroom units, 600-699 square feet
- 8.6% - One-bedroom units, 800-899 square feet
- 7.1% - One-bedroom units, 900-999 square feet
- 7.1% - Two-bedroom units, 1,100-1,199 square feet

Comparables Unit Mix Analysis							Recommended Subject Unit Mix		
Unit Size (SF)	# Units	% of Bedrooms	Wtd. Avg. Size (SF)	% of all units	Effective Rent	Effective Rent PSF	# Subject Units	% Subject Units	Subject's % of Market Inventory
One Bedroom Floorplans									
500-599	159	8.5%	560	5.2%	$1,135	$2.03			
600-699	452	24.2%	653	14.8%	$1,330	$2.04	45	15.0%	9.1%
700-799	761	40.8%	740	24.8%	$1,355	$1.83	65	21.7%	7.9%
800-899	264	14.1%	817	8.6%	$1,480	$1.81	40	13.3%	13.2%
900-999	218	11.7%	925	7.1%	$1,659	$1.79	25	8.3%	10.3%
1,000-1,099	4	0.2%	1,060	0.1%	$1,805	$1.70			
1,200-1,299	9	0.5%	1,246	0.3%	$1,980	$1.59			
Two Bedroom Floorplans									
900-999	41	5.1%	962	1.3%	$2,274	$2.36			
1,000-1,099	134	16.8%	1,055	4.4%	$1,846	$1.75	25	8.3%	15.7%
1,100-1,199	207	26.0%	1,164	6.8%	$1,865	$1.60	35	11.7%	14.5%
1,200-1,299	218	27.4%	1,260	7.1%	$2,213	$1.76	30	10.0%	12.1%
1,300-1,399	161	20.2%	1,367	5.3%	$2,298	$1.68	15	5.0%	8.5%
1,400-1,499	30	3.8%	1,457	1.0%	$2,864	$1.97			
1,500-1,599	6	0.8%	1,555	0.2%	$2,341	$1.51			
Three Bedroom Floorplans									
1,200-1,299	37	13.5%	1,236	1.2%	$2,690	$2.18			
1,300-1,399	48	17.5%	1,309	1.6%	$2,230	$1.70			
1,400-1,499	74	26.9%	1,468	2.4%	$2,466	$1.68	10	3.3%	11.9%
1,500-1,599	116	42.2%	1,563	3.8%	$2,511	$1.61	10	3.3%	7.9%
Four Bedroom Floorplans									
1,700-1,799	24	19.2%	1,743	0.8%	$2,637	$1.51			
1,800-1,899	24	19.2%	1,850	0.8%	$2,186	$1.18			
1,900-1,999	77	61.6%	1,913	2.5%	$3,075	$1.61			

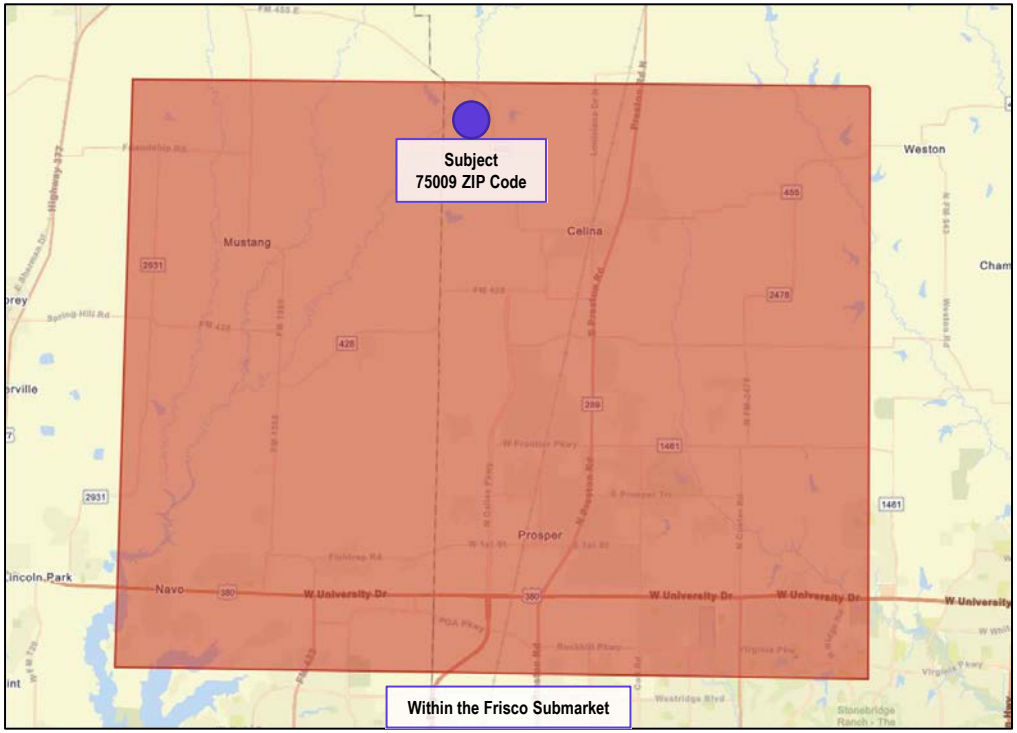
The largest risk to the existing inventory is in the 1,000-1,099 square foot two-bedroom units; however, the subject's floor plans in this square foot range will only increase the supply by 15.7%. Floor plans that present a significant increase in market inventory but make up a low portion of the subject property's unit mix generally pose less risk.

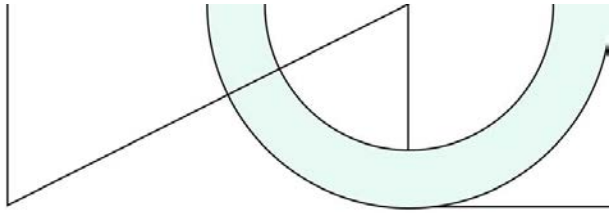
Supply and Demand Assumptions

Apartment Market Analysis - Supply & Demand

This section addresses historical and forecast data used to develop a supply and demand model. Supply is based on third party market data, local developers, planning and zoning departments, and other market participants. Demand data is derived using third party historical time series including economic data for the Dallas-Plano-Irving, TX Metropolitan Division Area (MDA) as reported by Moody's Analytics, the Bureau of Labor Statistics, and Zonda Advisory. **Economic forecasts are provided by Moody Analytics and include the impact of Covid-19.** Market and submarket multifamily data is provided by RealPage and independent research performed by Zonda Advisory.

Below is a map of the geography Advisory used for the supply and demand analysis. Due to the large size of the Frisco submarket and the location of the subject site, Zonda Advisory has selected a smaller CMA. The CMA is within the Frisco submarket as defined by RealPage with the subject located in the northwest part of 75009 ZIP code.





CMA Rental Pipeline Summary

Apartment Market Analysis - Supply & Demand

There are currently 7,102 rental units under construction or planned (including Celina Dynavest Apartments I) in the CMA. Due to the uncertainty regarding when or if the projects will move forward, the schedule below outlines the anticipated pipeline of new supply and delivery estimates.

Advisory's assumptions are outline as follows:

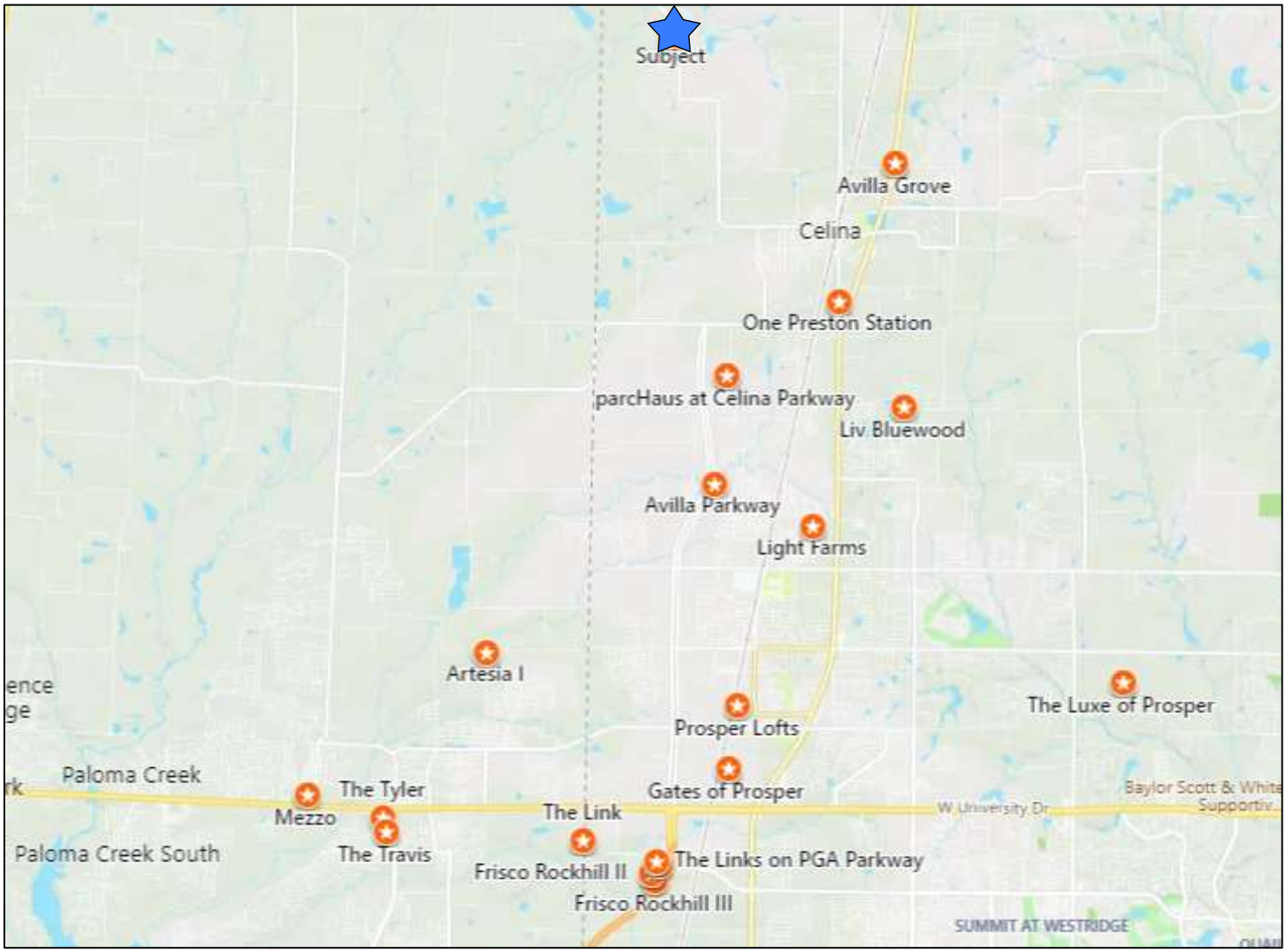
- 2021 – 80% of the identified pipeline in 2021;
- 2022 – 20% of the identified pipeline in 2021and 70% of the identified pipeline in 2022;
- 2023 – 30% of the identified pipeline in 2022 and 50% of the identified pipeline for 2023;
- 2024 – 20% of the identified pipeline for 2023 and 50% of the identified pipeline for 2024;
- 2025 – 20% of the pipeline for 2024 and 25% of the pipeline for 2025.

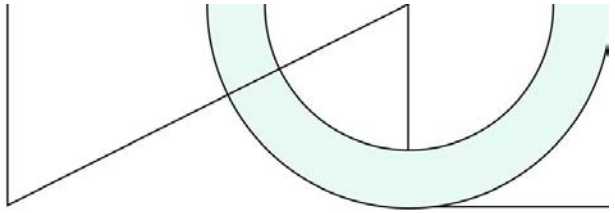
The annual delivery count will average 887 units per year through 2025. The forecast accounts for 62.5% of the pipeline through 2025.

Project Name	Stories	Status	Estimated Completion Date	# of Units	Distance to Subject (miles)	Location	Developer
Avilla Parkway	1	Under Construction	4Q21	108	7.9	3420 S Dallas Pwky., Celina, TX 75078	NexMetro Communities
The Luxe of Prosper	1	Under Construction	4Q21	230	13.6	8097 CR 124, Mckinney, TX 75071	W3 Luxury Living
The Travis	4	Completed	2Q21	345	15.2	900 Gordon Heights, Frisco, TX 75068	Westwood Residential
Total in 2021				683			
Avilla Grove	1	Under Construction	4Q22	200	6.4	1010 Preston Rd., Celina, TX 75009	NexMetro Communities
Liv Bluewood	3	Under Construction	4Q22	272	7.3	Choate Pkwy & Kinship Pkwy., Celina, TX 75009	LIV Development
Artesia I	3	Under Construction	4Q22	200	11.8	S. Teel Pkwy & Prosper Rd., Prosper, TX 75078	American Equity Partners
The Links on PGA Parkway	4	Under Construction	2Q22	375	12.4	15950 Paramount Way., Frisco, TX 75033	The Carbon Companies
Mezzo	3	Under Construction	2Q22	378	15.2	703 FM 1385, Aubrey, TX 76227	ZOM Living
Total in 2022				1,425			
Light Farms	2	Under Construction	1Q23	180		Starlight Creek Dr., Celina, TX 75009	BBLiving/Toll Brothers
One Preston Station	3	Planned	4Q23	240	5.2	1123 S. Oklahoma Dr., Celina, TX 75009	J Street Companies
parcHAUS at Celina Parkway	2	Planned	4Q23	181	5.6	5555 Co Rd 52, Celina, TX 75009	Providence Realty Advisors
Prosper Lofts	3	Planned	4Q23	319	11.5	408 W 5th St, Prosper, TX 75078	LIV Development
The Tyler	4	Planned	4Q23	283	15.1	Doe Creek Rd & E US 380, Frisco, TX 75068	Westwood Residential
Total in 2023				1,203			
Subject	**N/A**	**Planned**	**2024**	**300**	**N/A**	**17838 W FM 455, Celina, TX 75009**	**MM Celina Dynavest 3,200 LLC**
Gates of Prosper	5	Planned	2024	350	11.7	US-380 & Preston Rd., Prosper, TX 75078	Lincoln Property
Frisco Rockhill II	4	Planned	2024	293	12.6	Pleasant Ridge Way & Community Way, Frisco, TX 75033	The Carbon Companies
Frisco Rockhill III	4	Planned	2024	252	12.7	Pleasant Ridge Way & Community Way, Frisco, TX 75033	The Carbon Companies
Total in 2024				1,195			
Frisco Rockhill IV	4	Planned	2025	390	12.5	PGA Pkwy & Pleasant Ridge Way, Frisco, TX 75033	The Carbon Companies
The Link	7	Planned	2025	2,206	13.6	Legacy Dr & PGA Pkwy., Frisco, TX 75034	Stillwater Capital
Total in 2025				2,596			
Total				7,102			

CMA Rental Pipeline Map

Apartment Market Analysis - Supply & Demand





CMA Rentable Stock

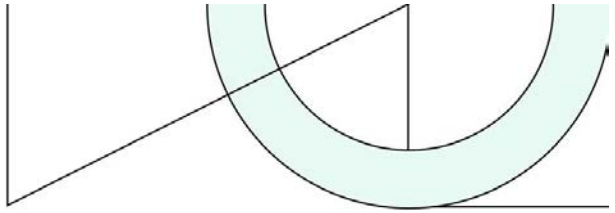
Apartment Market Analysis - Supply & Demand

Rentable Stock			
Year	Rentable Stock (Units)	Net Change Completitions (Units)	% Change in Rentable Stock
2011	1,830	0	0.0%
2012	1,830	0	0.0%
2013	1,830	0	0.0%
2014	2,041	211	11.5%
2015	2,041	0	0.0%
2016	2,893	852	41.7%
2017	3,973	1,080	37.3%
2018	4,357	384	9.7%
2019	4,357	0	0.0%
2020	4,657	300	6.9%
2021	5,203	546	11.7%
2022	6,338	1,134	21.8%
2023	7,367	1,029	16.2%
2024	8,205	838	11.4%
2025	9,093	888	10.8%

The table presents the rentable inventory for the CMA from 2011 to 2020 and Zonda Advisory's new supply forecast for 2021 to 2025.

The peak in completions occurred in 2017 with 1,080 units. There were no completions in 2011, 2012, 2013, 2015, and 2019. The past five years have averaged 523 net completions per year (228 per year in the past three).

While there were minimal completions in the period from 2011 to 2015, completions ramped in 2016. Zonda Advisory forecasts an average annual supply of 887 units or 14.4% growth in rentable stock through 2025. **The methodology is above the historical average as well as the previous five years.**



Forecast Methodology

Apartment Market Analysis - Supply & Demand

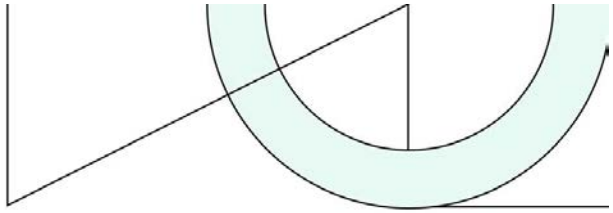
Demand Growth		
Year	Employment Growth Rate	Demand Growth
2011	2.3%	1.9%
2012	2.5%	-0.9%
2013	3.0%	0.6%
2014	4.0%	11.2%
2015	4.2%	0.1%
2016	3.7%	38.7%
2017	2.7%	38.2%
2018	2.3%	9.5%
2019	2.8%	0.9%
2020	-3.1%	7.8%
2021	4.3%	11.8%
2022	4.2%	20.6%
2023	2.6%	16.1%
2024	1.8%	11.3%
2025	1.2%	10.7%

To determine CMA demand growth going forward, the relationship between the change in the occupied stock (demand growth) in the CMA and several other factors were analyzed as follows:

- Annual employment growth rates were provided by the Bureau of Labor Statistics. Average annual occupancy was utilized in the calculations.
- Zonda Advisory determined that two variables had the best correlation with CMA demand growth: change in unemployment rate, and the CMA's share of available units (existing + new) as a percentage of the CMA's inventory.
- A multivariate regression model was used to devise the equation as follows:

CMA Demand Growth =
[(Change in Unemployment Rate * -0.005847) + (Available Unit % to Stock * -0.043295] + 0.945365

- An estimate of annual CMA demand growth is obtained by multiplying the forecast unemployment rate by the calculated annual growth factors. The model's projected demand growth averages 14.1% per year, which is higher than the historical average of 10.8%. The historic high for demand growth was set in 2016 at 38.7% followed by 2017 at 38.2%.
- Zonda Advisory's projections are in line with the expected employment growth and supply of new deliveries over the next five years.



CMA Forecast

Apartment Market Analysis - Supply & Demand

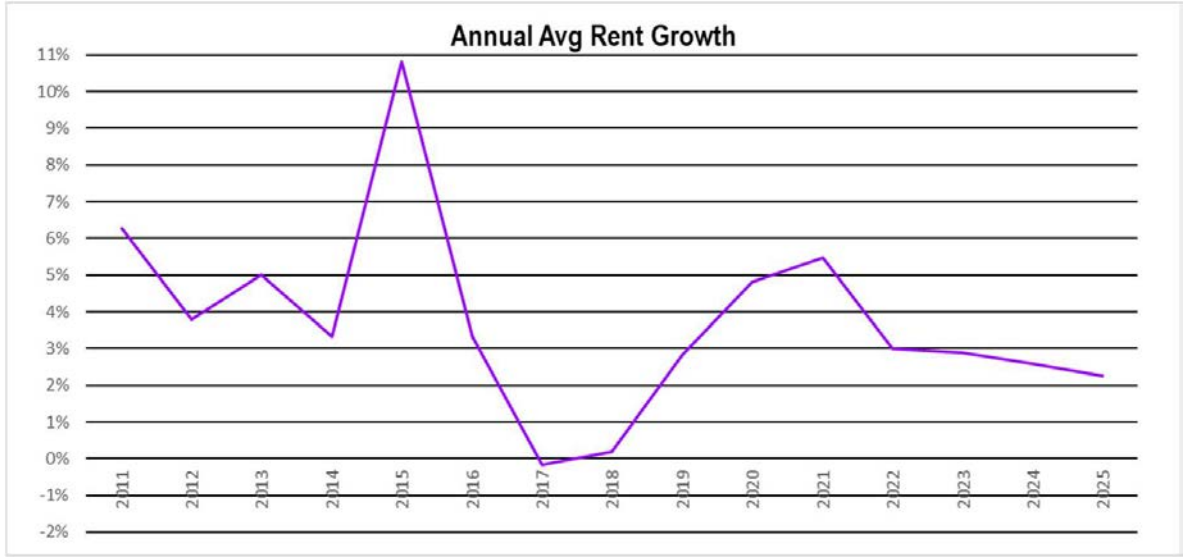
The CMA rent growth is forecast to average 3.2% with occupancy averaging 94.2% between 2021 and 2025. Both job growth and rent growth are predicted to outpace that of the previous five years. After an uptick in 2016, vacancy has decreased in the recent four years; however due to projected pipeline, vacancy is expected to slightly increase from 2022 to 2025. The model depicts the CMA as impacted by job growth combined with new supply.

CMA Forecast							
Year	Metro Job Growth	Total Stock	Occupied Stock	Completions	Net Absorption	Vacancy Rate	Rent Growth
2011	2.3%	1,830	1,747	0	33	4.5%	6.3%
2012	2.5%	1,830	1,732	0	(15)	5.3%	3.8%
2013	3.0%	1,830	1,742	0	10	4.8%	5.0%
2014	4.0%	2,041	1,936	211	194	5.1%	3.3%
2015	4.2%	2,041	1,938	0	2	5.0%	10.8%
2016	3.7%	2,893	2,689	852	751	7.1%	3.3%
2017	2.7%	3,973	3,717	1,080	1,028	6.4%	-0.2%
2018	2.3%	4,357	4,072	384	355	6.5%	0.2%
2019	2.8%	4,357	4,107	0	35	5.7%	2.8%
2020	-3.1%	4,657	4,426	300	319	5.0%	4.8%
2021	4.3%	5,203	4,947	546	521	4.9%	5.5%
2022	4.2%	6,338	5,966	1,134	1,019	5.9%	3.0%
2023	2.6%	7,367	6,928	1,029	962	5.9%	2.8%
2024	1.8%	8,205	7,710	838	782	6.0%	2.6%
2025	1.2%	9,093	8,532	888	822	6.2%	2.2%

Rent Inflation

Apartment Market Analysis - Supply & Demand

The chart displays the historical and forecasted rent growth through 2025. Same-store rent growth has been variable throughout the period examined. Rent growth was negative in 2017 but has averaged 4.0% for the historical period dating back to 2011. The strongest rent growth was reported in 2015 and averaged 10.8%. Over the same year, job growth averaged 4.2%.

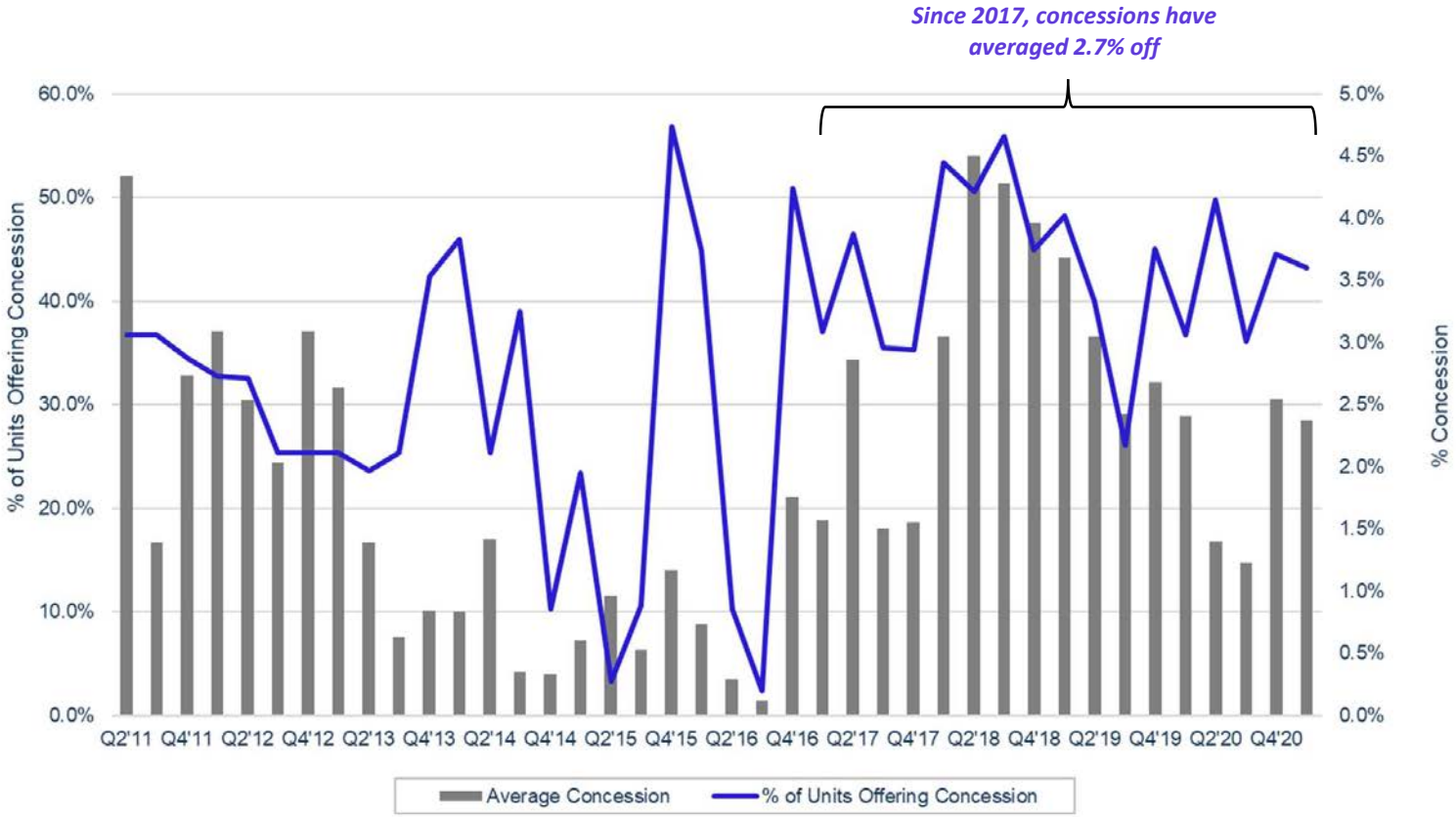


Rent growth is projected to average 3.2% per year throughout the forecast period as the CMA occupancy averages 94.2%. Rent growth is based on occupancy, and occupancy is reliant on employment growth as a driver, which is forecasted to average 2.8% over the next five years.

Historical Concession in the CMA

Apartment Market Analysis - Supply & Demand

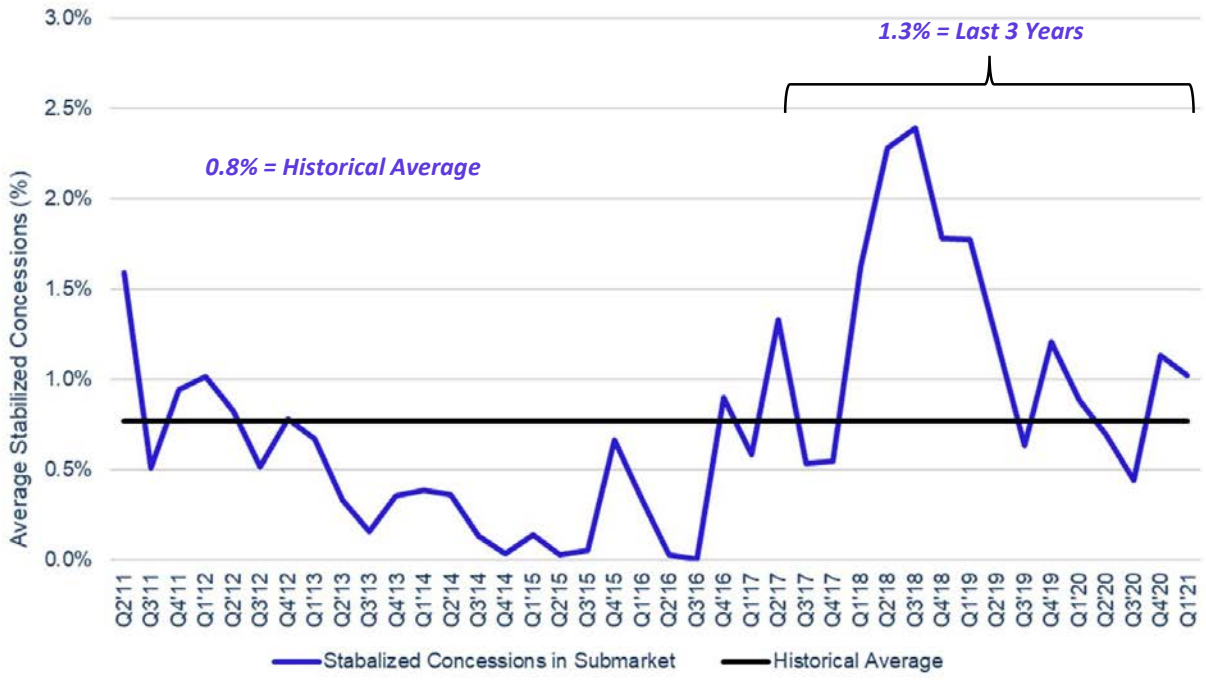
Historical data from RealPage illustrates 10 years of average concessions and percentage of units offering a concession in the CMA. Concessions were highest at 4.5% in Q2 2018. The percent of units offering a concession peaked at 56.9% in Q4 2015. The average concession over the period examined was 2.0%. **In the last three year period, concessions averaged 2.7% with 42.9% of the units reporting a concession.**

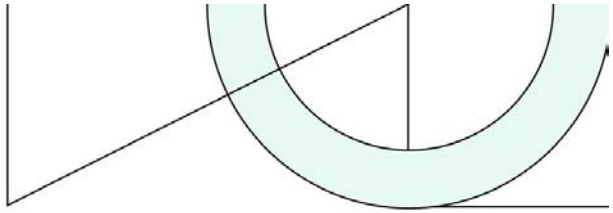


Stabilized Concession in the CMA

Apartment Market Analysis - Supply & Demand

The product of Average Concession and Percentage of Units Offering a Concession results in an estimated stabilized concession as illustrated below. **The average stabilized concession for the 10-year period is 0.8%.** Zonda Advisory's rent model methodology underwrites market rental rates of all comparables (including those in initial lease-up) in order to account for stabilized concessions in the submarket. A small concession is normal upon stabilization.





Absorption Forecast

Apartment Market Analysis - Supply & Demand

The table illustrates absorption data for several recently delivered properties located in the surrounding areas. The properties are sorted by the date leasing began.

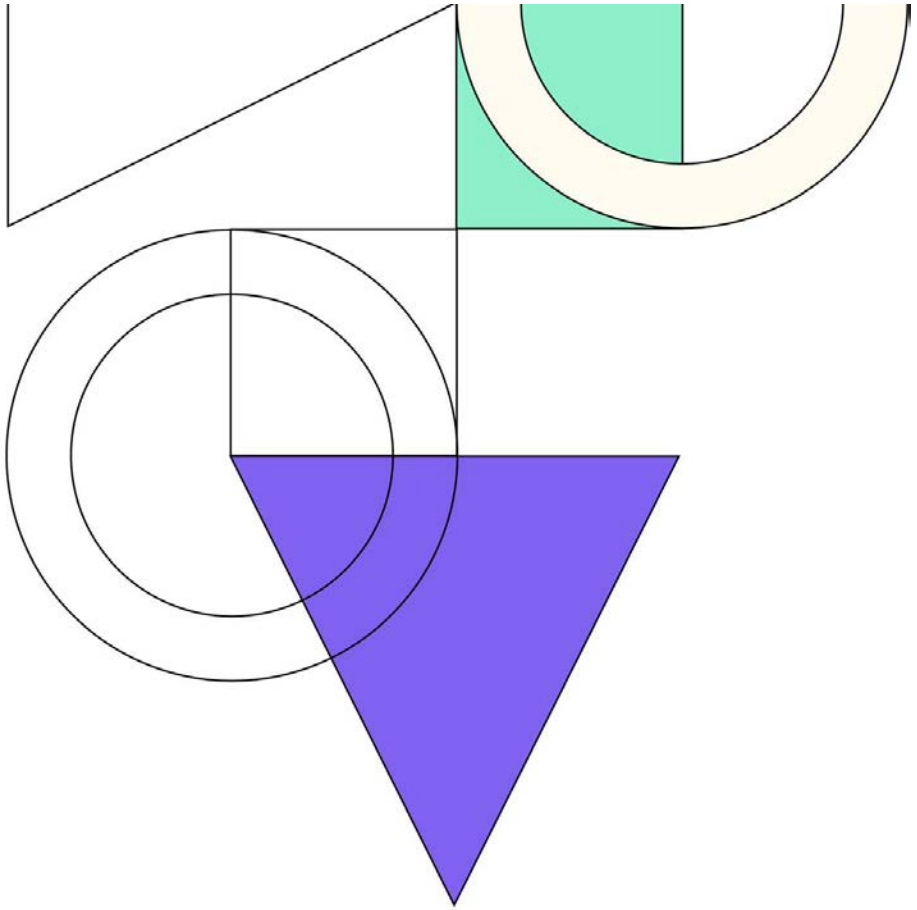
Absorption Forecast

Property Name	# Units	Date Leasing Began	Stabilized Date (or current)	Occupancy at Stabilization (or current)	Months to Stabilization (or current)	Absorption/Mo.	Est. Avg. Concessions During Lease-Up
Lease-Up							
Avilla Parkway	108	May-21	Jul-21	75%	2	41	8.3%
Stabilized							
The Travis	345	Nov-20	Jun-21	95%	7	47	3.9%
Newman Village	300	Mar-20	Dec-20	99%	9	33	3.7%
Total/Average	**753**			**94%**	**7**	**40**	**4.5%**
Lease-Up	**108**			**75%**	**2**	**41**	**8.3%**
Stabilized	**645**			**97%**	**8**	**40**	**3.8%**

Overall, the average absorption per month for the sample of stabilized properties is 40 units per month over an 8-month lease-up period. Avilla Parkway, the only property in lease-up, is reporting an absorption pace 41 units per month over 2 months.

During their lease-up, the currently stabilized properties averaged 3.8% in concessions. Avilla Parkway is offering 8.3% in concessions.

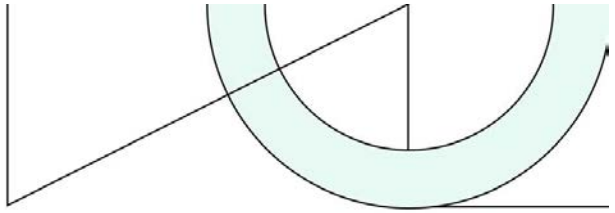
Considering all the factors and the competitive environment expected upon first delivery of units in 2024, Zonda Advisory concludes an absorption pace of 30 units per month to be achievable for Celina Dynavest Apartments I, which equates to a 10-month lease-up period.



Retail Demand Analysis

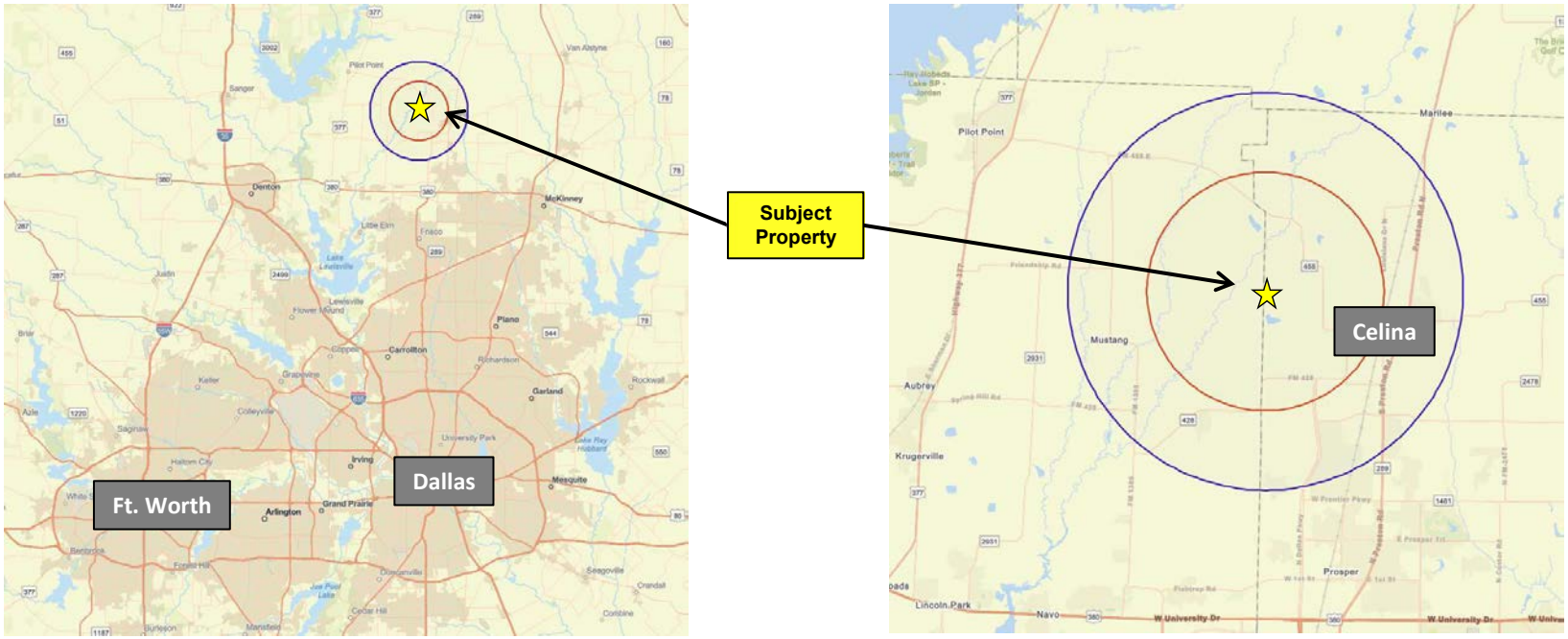
Site Location And Demographic Indicators

Retail Demand Analysis



The Primary Market Area (PMA) and Secondary Market Areas (SMA) used for our Retail Demand Analysis are shown on the map below. The PMA is just over a three-mile radius surrounding the Commercial Core site (**red** line), while the SMA is a five-mile radius surrounding the Site (**blue** line). We use these boundaries to compare the existing supply of retailers versus the existing households within these boundaries, and estimate the additional opportunity for retail uses as household levels increase over time.

Primary Market Area (2021)	Primary Market Area (2026 Est.)	Secondary Market Area (2026 Est.)	Secondary Market Area (2021)
Population: 3,399	Population: 4,104	Population: 14,569	Population: 19,349
Households: 1,087	Households: 1,310	Households: 4,320	Households: 5,703
HH Income: $85,567	HH Income: $100,159	HH Income: $115,896	HH Income: $126,699
Per Capita Income: $37,508	Per Capita Income: $42,236	Per Capita Income: $48,282	Per Capita Income: $52,770

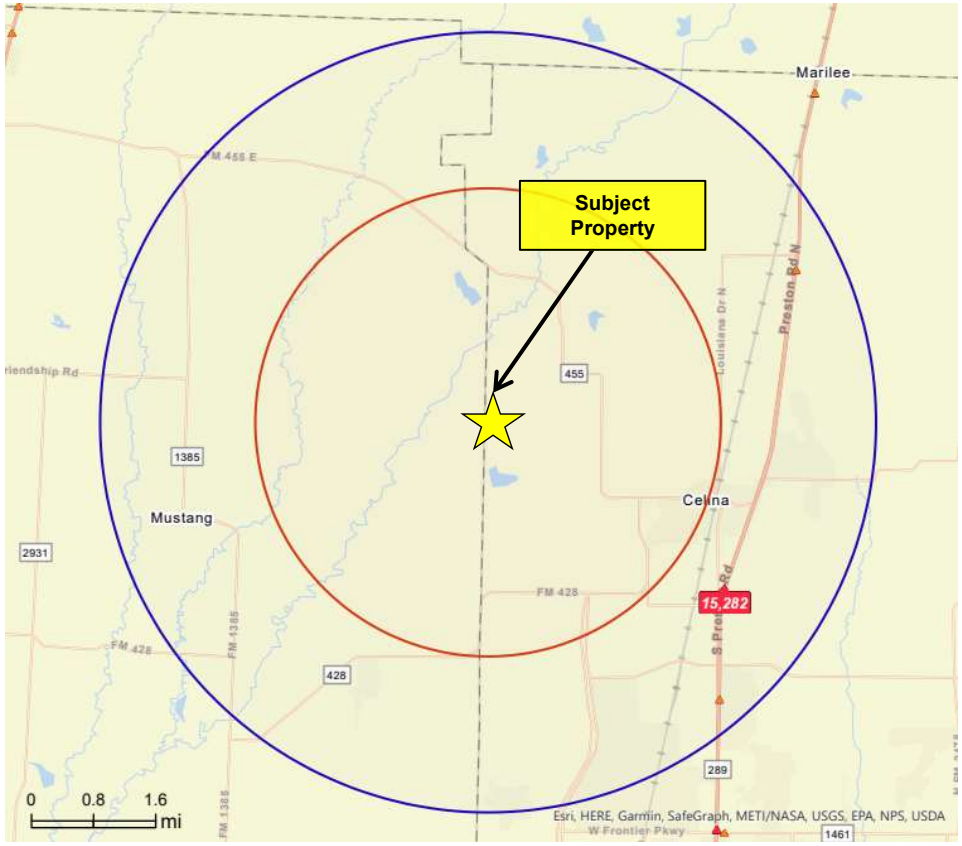


Source: ESRI

Average Daily Vehicle Traffic

Retail Demand Analysis

Current traffic levels are unknown at the Site, though vehicle traffic will increase over time with the expansion of the Dallas North Tollway as well as household growth from the Subject Property itself. Currently the highest recorded traffic levels in Celina are 15,282 ADTs along Preston Road, just south of the town center. Typically, retail centers require ADT's of at least 20,000 and prefer over 30,000 ADT's to locate at a site, indicating that it will require time for households to emerge in the community before retailers would consider locating here. Ultimately, the success of retail development at the Subject Property will depend upon demand from a combination of existing local households, future local residential growth, local workforce population and employment growth, and passerby traffic that does not live within the immediate area.

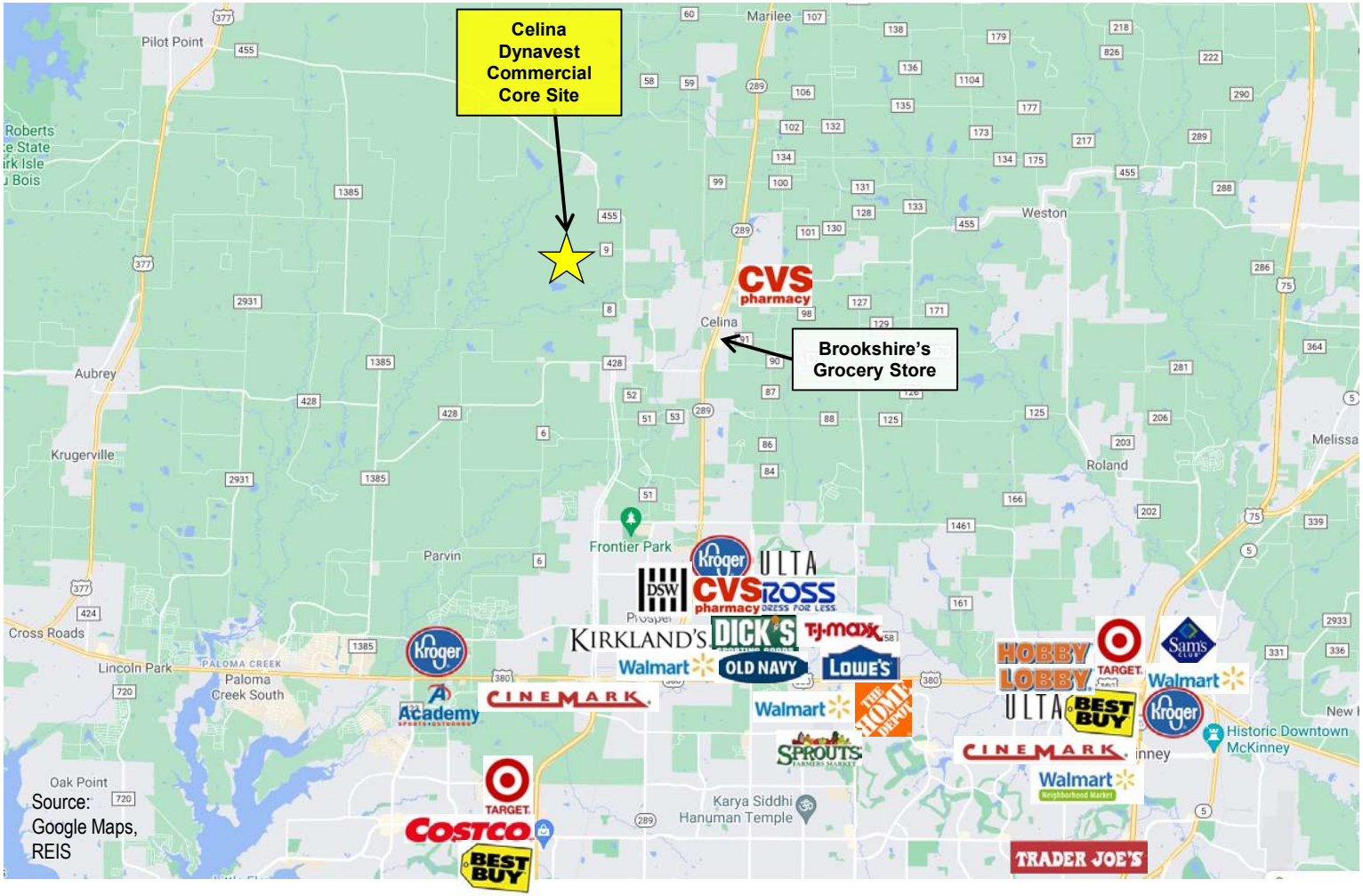


Source: ESRI

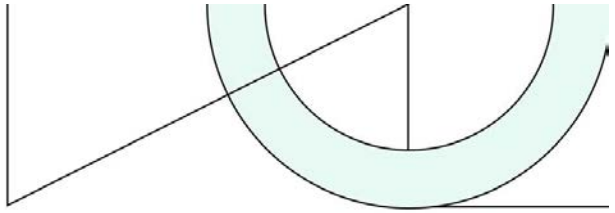
The Retail Landscape Surrounding The Site

Retail Demand Analysis

Existing retail centers are concentrated along U.S. 380 and Highway 289 in Prosper. These include several "big box" general merchandise, grocery, home improvements, and clothing stores. Nearly all of these retailers are over seven miles from the Subject Property , with concentrations along US 380 in Prosper, McKinney and Frisco. Currently, retail options in Celina are limited to a grocery store, drug store, and a few fast food restaurants. The lack of retail development near is due to the limited number of households in the area currently, but represents an opportunity to deliver new retail space as households continue to grow at the Subject Property and as the surrounding area evolves.



Source: Google Maps, REIS



Retail Demand In Primary Market Area

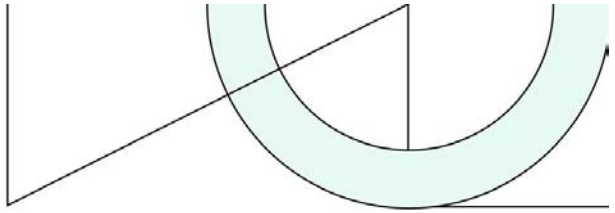
Retail Demand Analysis

The chart below illustrates the Subject Property's capture rate of total retail demand in the PMA from our retail demand analysis. We estimate that the Subject Property can capture a relatively large portion of demand (+/-90%) within PMA since it represents a high visibility commercial location along a major road. It offers a "captive audience" of households within the Subject Property as well as future household growth in the local area. At a 90% capture rate, this equates to 39,737 square feet of unmet demand currently but increasing to 250,459 square feet demanded by 2026, 548,619 square feet demanded by 2031 and 811,489 square feet demanded by 2036. While demand is evident in select subcategories, it is important to note that some of these retail use types have minimal supportable square footage (less than 1,000 SF) and/or do not typically locate in new retail developments (Used Merchandise). Thus, they are not recommended for the Subject Property.

Total Retail Demand - Primary Market Area				
	2021	2026	2031	2036
Category	Supportable SF	Supportable SF	Supportable SF	Supportable SF
Dept. Stores Excluding Leased Depts.	8,123	42,257	90,555	133,136
Bldg Material & Supplies Dealers	6,913	35,959	77,058	113,292
Grocery Stores	5,689	41,326	91,750	136,205
Restaurants/Other Eating Places	3,931	30,222	67,422	100,220
Sporting Goods/Hobby/Musical Instr	3,736	19,436	41,650	61,234
Health & Personal Care Stores	3,016	15,689	33,621	49,430
Other General Merchandise Stores	2,443	17,527	38,871	57,688
Furniture Stores	2,176	11,322	24,262	35,670
Clothing Stores	2,075	10,794	23,131	34,007
Home Furnishings Stores	1,597	8,307	17,802	26,172
Auto Parts, Accessories & Tire	1,544	10,156	22,342	33,086
Other Miscellaneous Store Retailers	1,529	7,956	17,049	25,066
Electronics & Appliance Stores	963	5,011	10,737	15,786
Office Supplies, Stationery & Gifts	908	4,724	10,124	14,884
Used Merchandise Stores	706	3,672	7,869	11,569
Jewelry, Luggage & Leather Goods	593	3,084	6,609	9,717
Beer, Wine & Liquor Stores	461	2,401	5,144	7,563
Book, Periodical & Music	443	2,305	4,940	7,263
Shoe Stores	443	2,304	4,938	7,260
Specialty Food Stores	396	2,059	4,413	6,488
Direct Selling Establishments	350	1,820	3,900	5,734
Drinking Places - Alcoholic Beverages	236	1,229	2,635	3,874
Florists	184	960	2,056	3,023
Special Food Services	80	418	895	1,316
Lawn & Garden Equip & Supply	(4,386)	(2,650)	(195)	1,970
TOTAL	**44,152**	**278,288**	**609,577**	**901,654**

Retail Demand at Dynavest Celina Commercial Site - Primary Market Area (90% Capture)				
	2021	2026	2031	2036
Category	Supportable SF	Supportable SF	Supportable SF	Supportable SF
Dept. Stores Excluding Leased Depts.	7,311	38,032	81,499	119,822
Bldg Material & Supplies Dealers	6,221	32,363	69,352	101,963
Grocery Stores	5,120	37,193	82,575	122,585
Restaurants/Other Eating Places	3,538	27,200	60,680	90,198
Sporting Goods/Hobby/Musical Instr	3,363	17,492	37,485	55,111
Health & Personal Care Stores	2,714	14,120	30,258	44,487
Other General Merchandise Stores	2,198	15,774	34,984	51,919
Furniture Stores	1,959	10,190	21,836	32,103
Clothing Stores	1,868	9,714	20,817	30,606
Home Furnishings Stores	1,437	7,476	16,021	23,555
Auto Parts, Accessories & Tire	1,389	9,141	20,108	29,777
Other Miscellaneous Store Retailers	1,377	7,160	15,344	22,560
Electronics & Appliance Stores	867	4,509	9,664	14,208
Office Supplies, Stationery & Gifts	817	4,252	9,111	13,396
Used Merchandise Stores	635	3,305	7,082	10,412
Jewelry, Luggage & Leather Goods	534	2,776	5,948	8,745
Beer, Wine & Liquor Stores	415	2,161	4,630	6,807
Book, Periodical & Music	399	2,075	4,446	6,536
Shoe Stores	399	2,074	4,444	6,534
Specialty Food Stores	356	1,853	3,972	5,840
Direct Selling Establishments	315	1,638	3,510	5,161
Drinking Places - Alcoholic Beverages	213	1,107	2,371	3,486
Florists	166	864	1,851	2,721
Special Food Services	72	376	806	1,185
Lawn & Garden Equip & Supply	(3,947)	(2,385)	(175)	1,773
TOTAL	**39,737**	**250,459**	**548,619**	**811,489**

Source: Zonda, ESRI, ULI



Retail Demand In Secondary Market Area

Retail Demand Analysis

The chart below illustrates the Subject Property's capture rate of total retail demand in the SMA from our retail demand analysis. We estimate that the Subject Property can capture a smaller portion of demand (+/-50%) within SMA since it represents a viable commercial location. However, the SMA is a larger area (78 square miles) and there are other viable retail development sites within the SMA. At a 50% capture rate, this equates to approximately 78,987 square feet demanded currently, 237,999 square feet demanded by 2026, 444,906 square feet demanded by 2031, and 632,962 square feet demanded by 2036, though various categories are suggested to be introduced at different times and not all retail categories are recommended for the site.

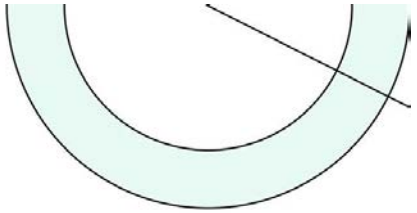
Total Retail Demand - Secondary Market Area

Category	2021 Supportable SF	2026 Supportable SF	2031 Supportable SF	2036 Supportable SF
Dept. Stores Excluding Leased Depts.	33,528	80,130	140,768	195,882
Bldg Material & Supplies Dealers	26,358	66,049	117,696	164,637
Grocery Stores	23,965	71,160	132,570	188,385
Restaurants/Other Eating Places	12,761	48,824	95,748	138,398
Sporting Goods/Hobby/Musical Instr	14,422	36,038	64,165	89,729
Health & Personal Care Stores	2,714	19,486	41,310	61,146
Other General Merchandise Stores	11,671	31,701	57,765	81,455
Furniture Stores	8,985	21,473	37,723	52,493
Clothing Stores	8,664	20,706	36,376	50,617
Home Furnishings Stores	2,791	12,113	24,244	35,269
Auto Parts, Accessories & Tire	6,872	18,455	33,527	47,227
Other Miscellaneous Store Retailers	6,086	14,544	25,550	35,554
Electronics & Appliance Stores	(1,223)	4,330	11,557	18,125
Office Supplies, Stationery & Gifts	3,736	8,929	15,687	21,828
Used Merchandise Stores	1,172	5,271	10,604	15,451
Jewelry, Luggage & Leather Goods	2,620	6,261	10,998	15,304
Beer, Wine & Liquor Stores	457	3,172	6,706	9,917
Book, Periodical & Music	1,837	4,391	7,714	10,735
Shoe Stores	1,842	4,403	7,735	10,764
Specialty Food Stores	1,414	3,616	6,481	9,085
Direct Selling Establishments	1,528	3,651	6,414	8,925
Drinking Places - Alcoholic Beverages	1,017	2,430	4,269	5,940
Florists	519	1,673	3,175	4,540
Special Food Services	342	816	1,434	1,995
Lawn & Garden Equip & Supply	(16,102)	(13,627)	(10,405)	(7,478)
TOTAL	**157,974**	**475,998**	**889,813**	**1,265,924**

Retail Demand at Dynavest Celina Commercial Site - Secondary Market Area (50% Capture)

Category	2021 Supportable SF	2026 Supportable SF	2031 Supportable SF	2036 Supportable SF
Dept. Stores Excluding Leased Depts.	16,764	40,065	70,384	97,941
Bldg Material & Supplies Dealers	13,179	33,025	58,848	82,319
Grocery Stores	11,983	35,580	66,285	94,192
Restaurants/Other Eating Places	6,381	24,412	47,874	69,199
Sporting Goods/Hobby/Musical Instr	7,211	18,019	32,083	44,865
Health & Personal Care Stores	1,357	9,743	20,655	30,573
Other General Merchandise Stores	5,835	15,851	28,883	40,727
Furniture Stores	4,492	10,737	18,862	26,246
Clothing Stores	4,332	10,353	18,188	25,309
Home Furnishings Stores	1,396	6,057	12,122	17,634
Auto Parts, Accessories & Tire	3,436	9,228	16,764	23,613
Other Miscellaneous Store Retailers	3,043	7,272	12,775	17,777
Electronics & Appliance Stores	(612)	2,165	5,778	9,062
Office Supplies, Stationery & Gifts	1,868	4,465	7,843	10,914
Used Merchandise Stores	586	2,635	5,302	7,726
Jewelry, Luggage & Leather Goods	1,310	3,130	5,499	7,652
Beer, Wine & Liquor Stores	228	1,586	3,353	4,959
Book, Periodical & Music	919	2,196	3,857	5,367
Shoe Stores	921	2,202	3,868	5,382
Specialty Food Stores	707	1,808	3,241	4,543
Direct Selling Establishments	764	1,826	3,207	4,463
Drinking Places - Alcoholic Beverages	508	1,215	2,134	2,970
Florists	260	837	1,588	2,270
Special Food Services	171	408	717	998
Lawn & Garden Equip & Supply	(8,051)	(6,813)	(5,203)	(3,739)
TOTAL	**78,987**	**237,999**	**444,906**	**632,962**

Source: Zonda, ESRI, ULI



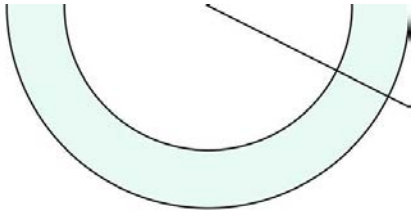
Average Demand Of PMA And SMA

Retail Demand Analysis

The average of these market areas also indicates growing demand in nearly every retail category. The average of the PMA and SMA equates to 59,362 square feet demanded currently, 244,229 square feet demanded by 2026, 496,763 square feet demanded by 2031 and 722,225 square feet by 2036. It is important to note that various categories are suggested to be introduced at different times and not all retail categories are recommended for the site. Further, we must consider the impact that online shopping is having on the amount spent in all retail categories—see the following page for an estimate of "brick and mortar" retail demand after subtracting out e-commerce retail spending.

Retail Demand at Dynavest Celina Commercial Site (Average of PMA and SMA)				
Category	2021 Supportable SF	2026 Supportable SF	2031 Supportable SF	2036 Supportable SF
Dept. Stores Excluding Leased Depts.	12,038	39,048	75,942	108,881
Bldg Material & Supplies Dealers	9,700	32,694	64,100	92,141
Grocery Stores	8,551	36,387	74,430	108,389
Restaurants/Other Eating Places	4,959	25,806	54,277	79,698
Sporting Goods/Hobby/Musical Instr	5,287	17,756	34,784	49,988
Health & Personal Care Stores	2,036	11,932	25,457	37,530
Other General Merchandise Stores	4,017	15,813	31,933	46,323
Furniture Stores	3,226	10,463	20,349	29,175
Clothing Stores	3,100	10,034	19,503	27,957
Home Furnishings Stores	1,416	6,767	14,072	20,595
Auto Parts, Accessories & Tire	2,413	9,184	18,436	26,695
Other Miscellaneous Store Retailers	2,210	7,216	14,060	20,168
Electronics & Appliance Stores	128	3,337	7,721	11,635
Office Supplies, Stationery & Gifts	1,343	4,358	8,477	12,155
Used Merchandise Stores	611	2,970	6,192	9,069
Jewelry, Luggage & Leather Goods	922	2,953	5,724	8,199
Beer, Wine & Liquor Stores	322	1,873	3,991	5,883
Book, Periodical & Music	659	2,135	4,151	5,952
Shoe Stores	660	2,138	4,156	5,958
Specialty Food Stores	532	1,831	3,606	5,191
Direct Selling Establishments	539	1,732	3,359	4,812
Drinking Places - Alcoholic Beverages	361	1,161	2,253	3,228
Florists	213	850	1,719	2,496
Special Food Services	122	392	761	1,091
Lawn & Garden Equip & Supply	(5,999)	(4,599)	(2,689)	(983)
TOTAL	**59,362**	**244,229**	**496,763**	**722,225**

Source: Zonda, ESRI, ULI



Average Demand Of PMA And SMA – Less Online Shopping Estimate

Retail Demand Analysis

The table below estimates total demand for additional retail uses at the Subject Property minus estimated online shopping. According to an analysis of US Department of Commerce data by Digital Commerce 360, consumers spent $861.12 billion online with U.S. merchants in 2020, up an incredible 44.0% year over year. This equates to 21.3% of spending in 2020, up from 15.8% in 2019 and 14.3% in 2018. While much of this spending was a function of stay-at-home practices due to COVID-19, it is likely that increased online spending is here to stay—thus we subtracted out 22% of demand from the previous page on this table below. After considering online spending, the average of the PMA and SMA equates to 49,425 square feet demanded currently, 204,849 square feet demanded by 2026, 417,164 square feet demanded by 2031 and 606,719 square feet demanded by 2036.

Retail Demand at Dynavest Celina Commercial Site (Average of PMA and SMA)

Minus +/-22% Online Shopping - Select Categories

Category	2021 Supportable SF	2026 Supportable SF	2031 Supportable SF	2036 Supportable SF
Dept. Stores Excluding Leased Depts.	*9,389*	*30,458*	*59,235*	*84,928*
Bldg Material & Supplies Dealers	*7,566*	*25,501*	*49,998*	*71,870*
Grocery Stores	8,551	36,387	74,430	108,389
Restaurants/Other Eating Places	4,959	25,806	54,277	79,698
Sporting Goods/Hobby/Musical Instr	*4,124*	*13,849*	*27,131*	*38,991*
Health & Personal Care Stores	*1,588*	*9,307*	*19,856*	*29,273*
Other General Merchandise Stores	*3,133*	*12,334*	*24,908*	*36,132*
Furniture Stores	*2,516*	*8,161*	*15,872*	*22,756*
Clothing Stores	*2,418*	*7,826*	*15,212*	*21,807*
Home Furnishings Stores	*1,105*	*5,278*	*10,976*	*16,064*
Auto Parts, Accessories & Tire	*1,882*	*7,164*	*14,380*	*20,822*
Other Miscellaneous Store Retailers	*1,724*	*5,629*	*10,967*	*15,731*
Electronics & Appliance Stores	*100*	*2,603*	*6,022*	*9,075*
Office Supplies, Stationery & Gifts	*1,047*	*3,399*	*6,612*	*9,481*
Used Merchandise Stores	*476*	*2,317*	*4,830*	*7,074*
Jewelry, Luggage & Leather Goods	*719*	*2,303*	*4,464*	*6,395*
Beer, Wine & Liquor Stores	322	1,873	3,991	5,883
Book, Periodical & Music	*514*	*1,665*	*3,238*	*4,642*
Shoe Stores	*515*	*1,667*	*3,242*	*4,647*
Specialty Food Stores	*415*	*1,428*	*2,813*	*4,049*
Direct Selling Establishments	*421*	*1,351*	*2,620*	*3,753*
Drinking Places - Alcoholic Beverages	361	1,161	2,253	3,228
Florists	*166*	*663*	*1,341*	*1,947*
Special Food Services	*95*	*306*	*594*	*851*
Lawn & Garden Equip & Supply	*(4,679)*	*(3,587)*	*(2,097)*	*(767)*
TOTAL	**49,425**	**204,849**	**417,164**	**606,719**

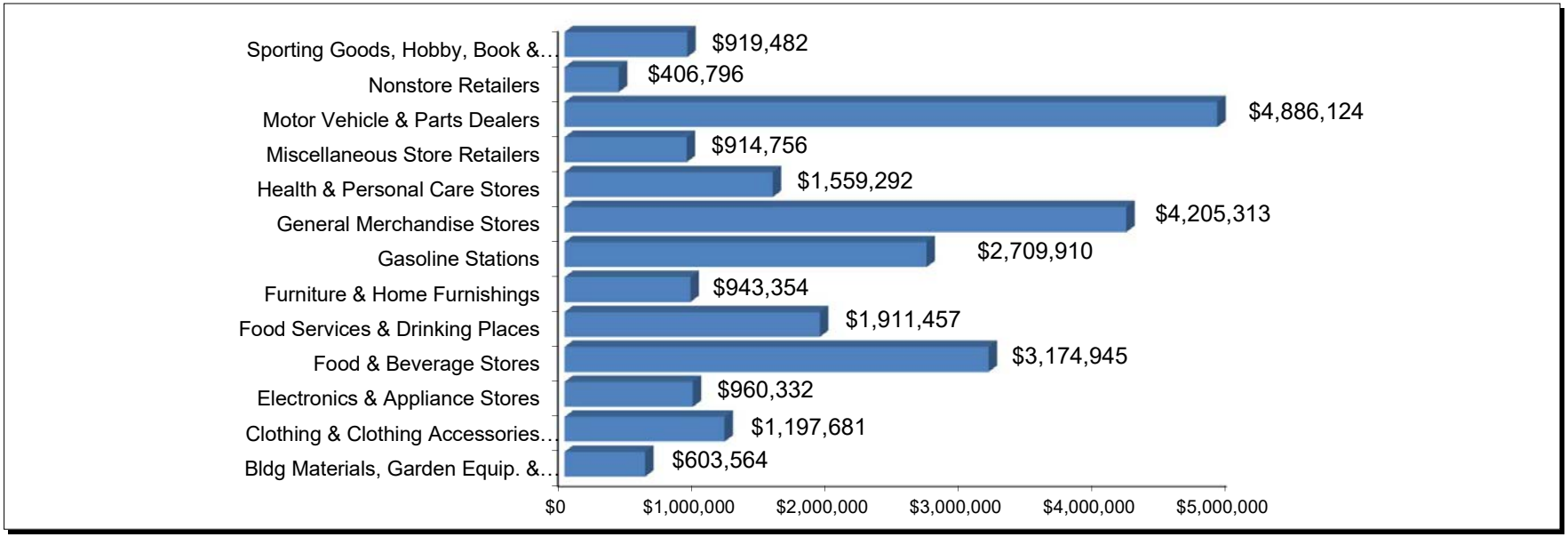
Excludes Grocery, Restaurants, Beer, Wine & Liquor and Drinking Places

Source: Zonda, ESRI, ULI, Digital Commerce 360

Opportunity To Capture Retail Sales By Segment – Primary Market Area (2021)

Retail Demand Analysis

All major retail categories are undersupplied in the PMA. In the PMA, there are several retail categories where retail expenditures by local residents exceeds retail spending within the PMA (leakage). Top leakage categories include Motor Vehicle & Parts Dealers, General Merchandise Stores, Food and Beverage Stores, Gas Stations, and Food Services and Drinking Places.



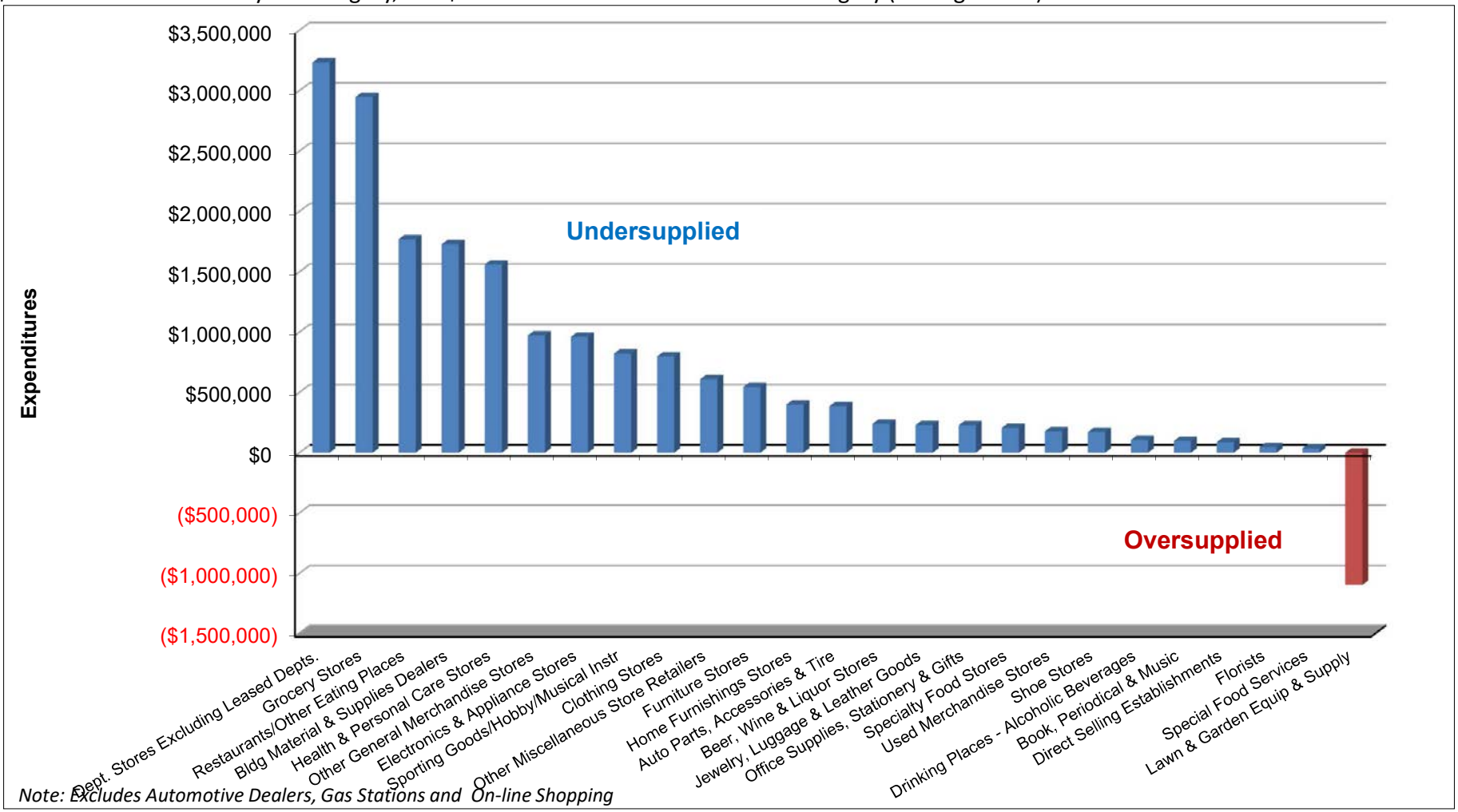
Note: Demand does not include future retail spending from households within the Subject Property or the overall PMA and is thus understated / conservative.

Retail Categories	DEMAND Retail Expenditures by Area Residents	SUPPLY Retail Spending Within the Area	LEAKAGE Difference $	LEAKAGE Difference %
Bldg Materials, Garden Equip. & Supply	$1,831,430	$1,227,866	$603,564	33.0%
Clothing & Clothing Accessories Stores	$1,197,681	$0	$1,197,681	100.0%
Electronics & Appliance Stores	$960,332	$0	$960,332	100.0%
Food & Beverage Stores	$4,837,390	$1,662,445	$3,174,945	65.6%
Food Services & Drinking Places	$2,958,148	$1,046,691	$1,911,457	64.6%
Furniture & Home Furnishings	$943,354	$0	$943,354	100.0%
Gasoline Stations	$2,709,910	$0	$2,709,910	100.0%
General Merchandise Stores	$4,661,948	$456,635	$4,205,313	90.2%
Health & Personal Care Stores	$1,559,292	$0	$1,559,292	100.0%
Miscellaneous Store Retailers	$1,058,364	$143,608	$914,756	86.4%
Motor Vehicle & Parts Dealers	$5,899,989	$1,013,865	$4,886,124	82.8%
Nonstore Retailers	$406,796	$0	$406,796	100.0%
Sporting Goods, Hobby, Book & Music	$919,482	$0	$919,482	100.0%
Total	**$29,944,116**	**$5,551,110**	**$24,393,006**	**81.5%**

Additional Supportable Expenditures By Retail Type – Primary Market Area (2021)

Retail Demand Analysis

The chart below provides subcategory leakage/surplus levels for the over and under supplied retail segments in the PMA. There is evidence of unmet demand in nearly every subcategory in the PMA, including over $3.0 million in unmet demand in the Department Store subcategory, $2.9 million in the Grocery subcategory, and $1.7 million in the Restaurants subcategory (among others).

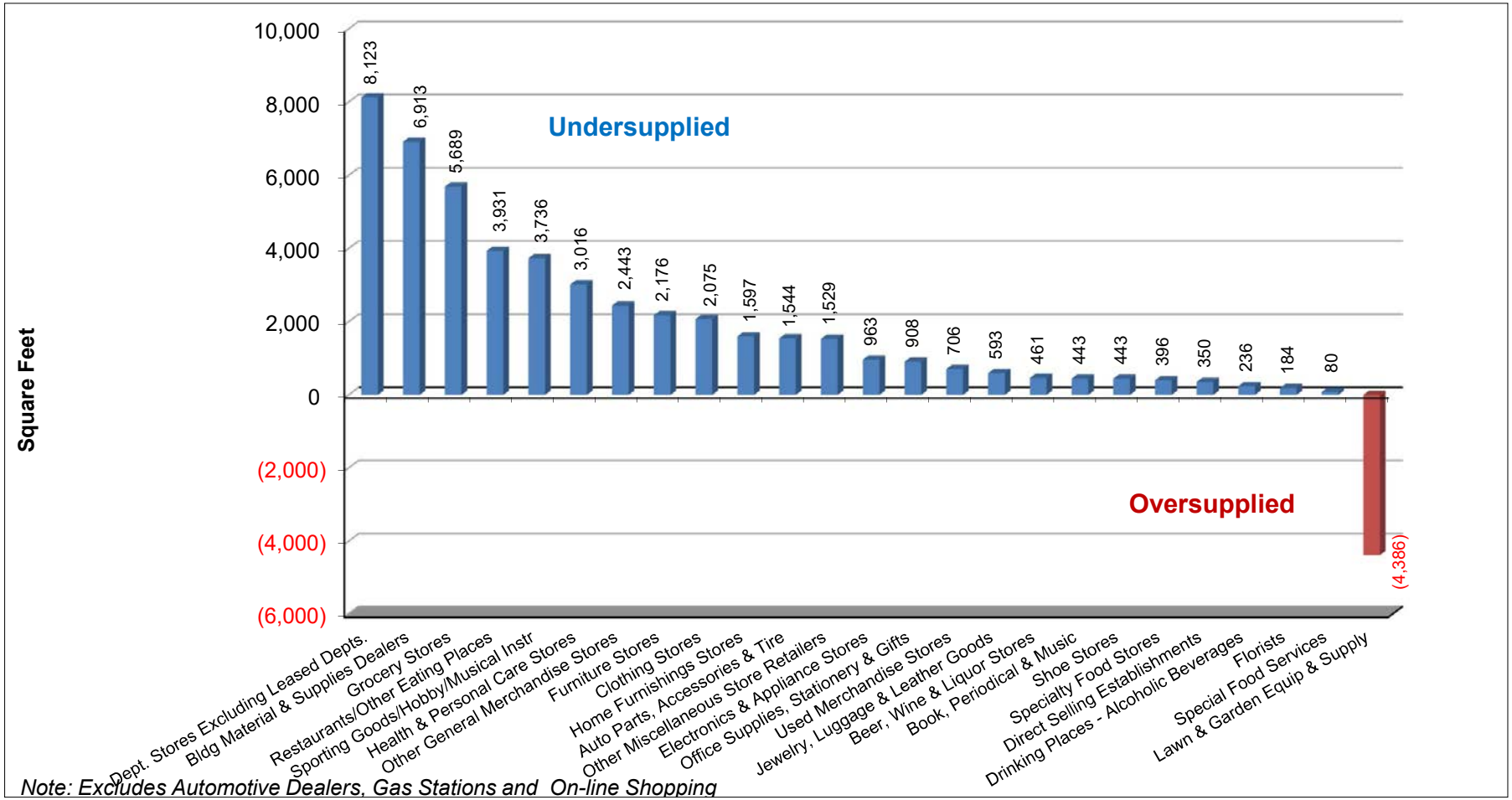


Note: Excludes Automotive Dealers, Gas Stations and On-line Shopping

Additional Supportable Square Feet By Retail Type – Primary Market Area (2021)

Retail Demand Analysis

The chart below translates revenues for the current undersupplied retail categories into supportable square feet in the PMA. There are unmet expenditures in nearly every subcategory, most notably in the Department Store, Building Material, and Grocery Store subcategories. It is important to note that positive demand is minimal in several retail subcategories currently, with 23 subcategories having less than 5,000 square feet of positive demand. This could increase over time as new residential units are introduced in and around the Subject Property.

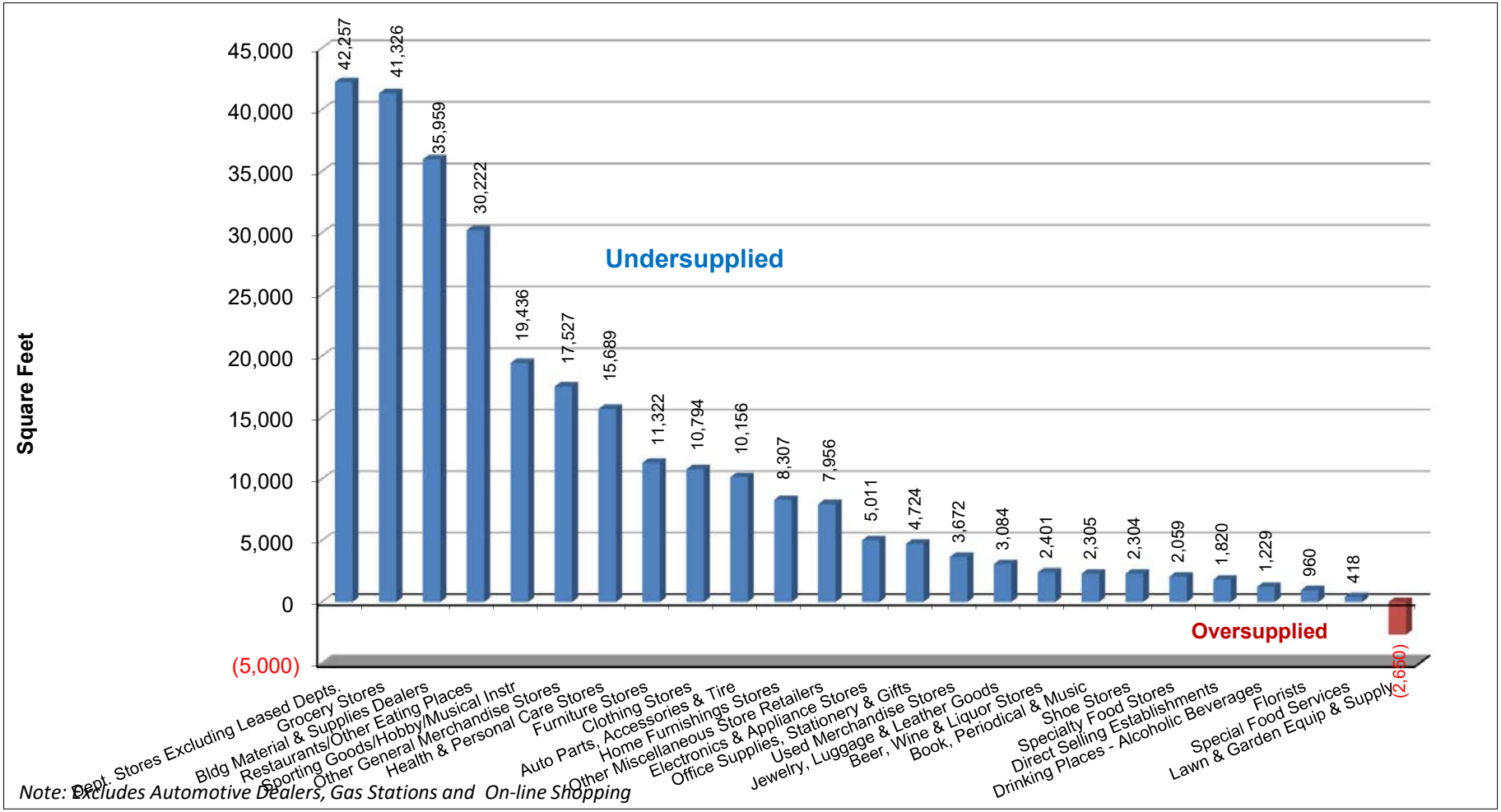


Note: Excludes Automotive Dealers, Gas Stations and On-line Shopping

Additional Supportable Square Feet By Retail Type – Primary Market Area (2026)

Retail Demand Analysis

By 2026, additional demand from household growth in the PMA results in increasing unmet demand across a large number of retail subcategories in the PMA. Positive demand continues to grow in the Department Store, Grocery, Building Materials, and Restaurants with each reaching over 30,000 square feet by 2026.

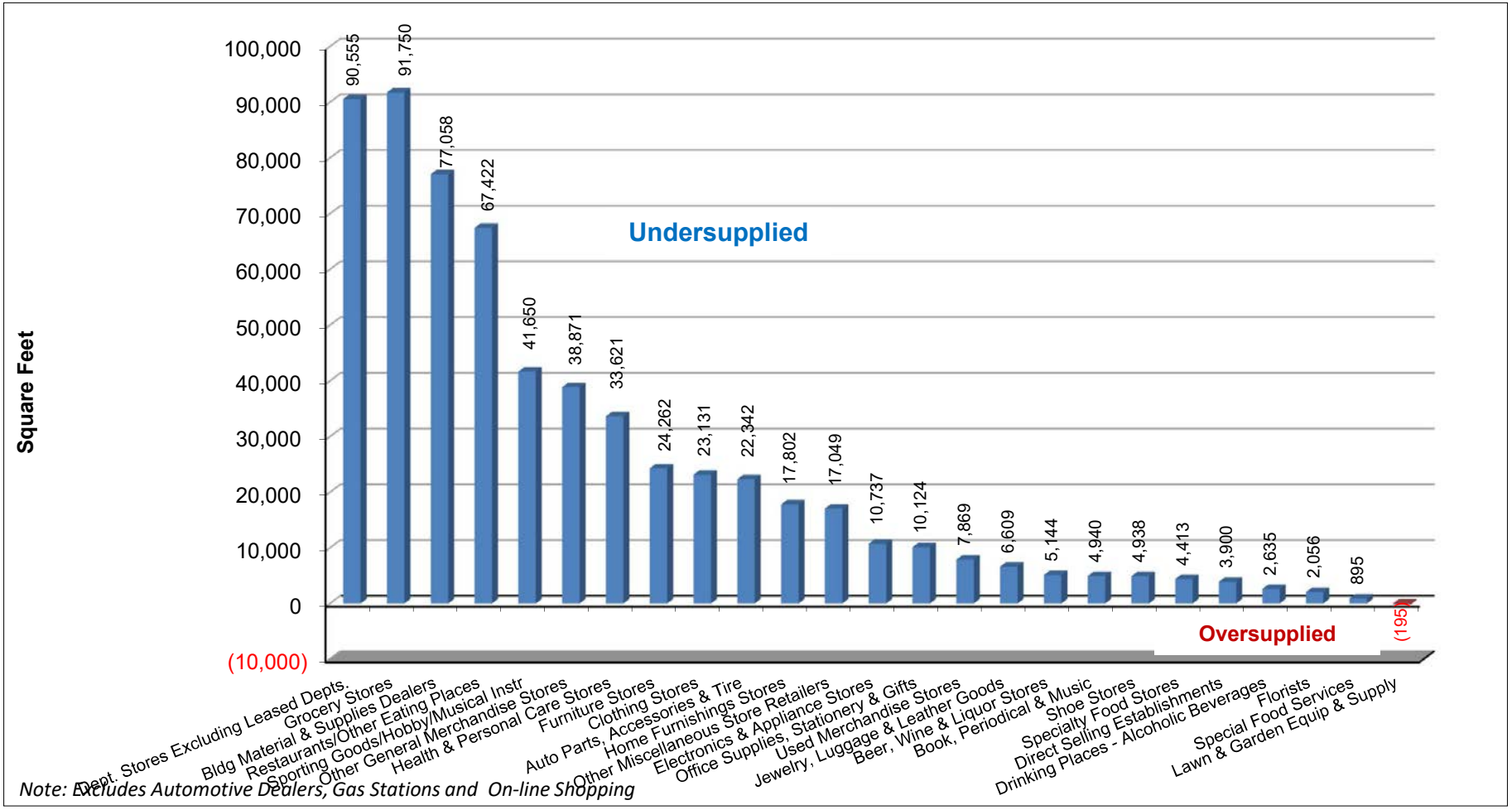


Note: Excludes Automotive Dealers, Gas Stations and On-line Shopping

Additional Supportable Square Feet By Retail Type – Primary Market Area (2031)

Retail Demand Analysis

By 2031, additional demand from household growth in the PMA continues to grow and results in higher unmet demand across a large number of retail subcategories in the PMA. Positive demand continues to grow in the Department Store, Grocery, Building Materials, and Restaurants with each reaching over 60,000 square feet by 2031.

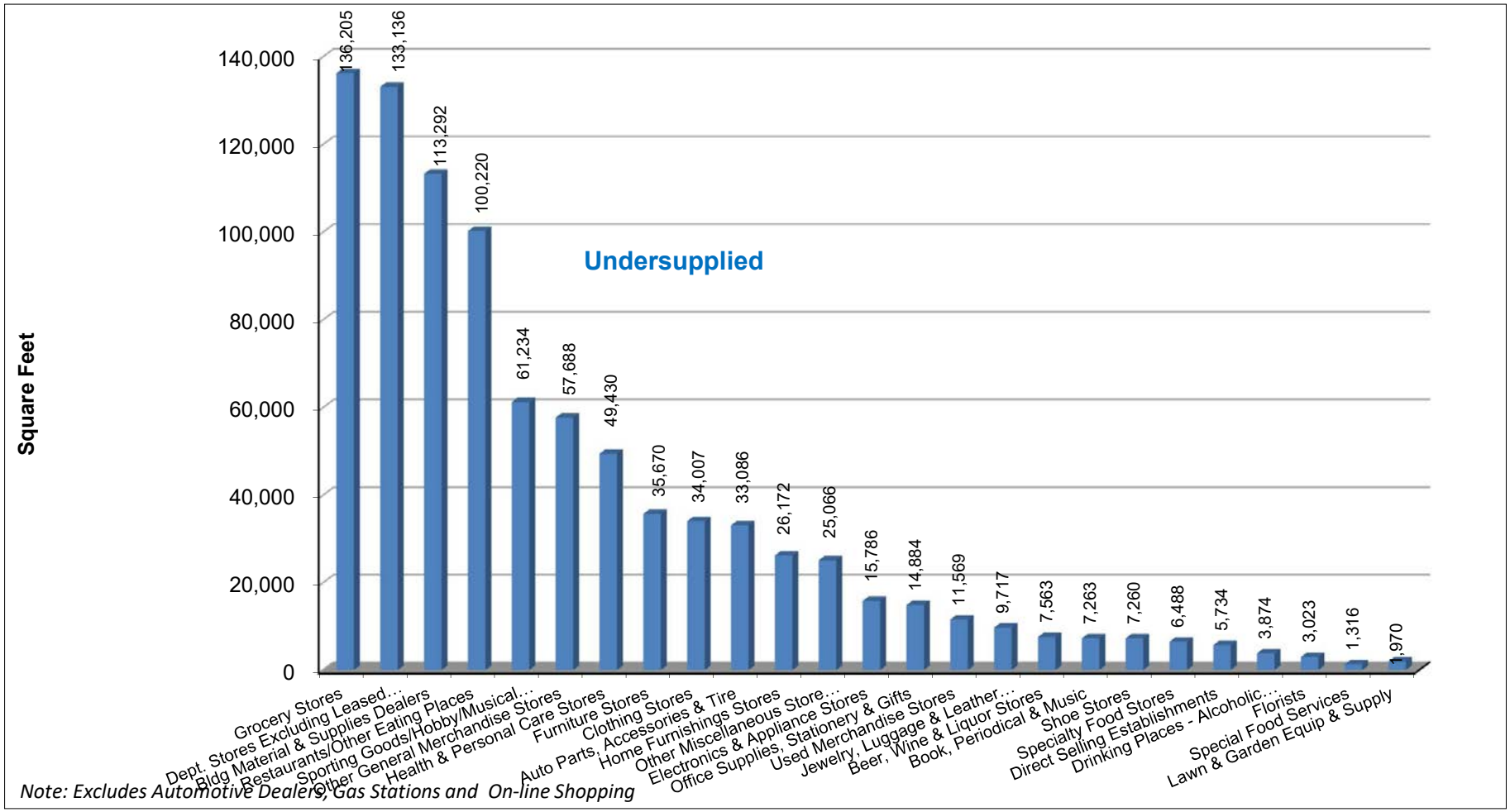


Note: Excludes Automotive Dealers, Gas Stations and On-line Shopping

Additional Supportable Square Feet By Retail Type – Primary Market Area (2036)

Retail Demand Analysis

By 2036, additional demand from household growth in the PMA continues to grow and results in higher unmet demand across a large number of retail subcategories in the PMA. Positive demand continues to grow in the Department Store, Grocery, Building Materials, and Restaurants with each reaching over 100,000 square feet by 2036.

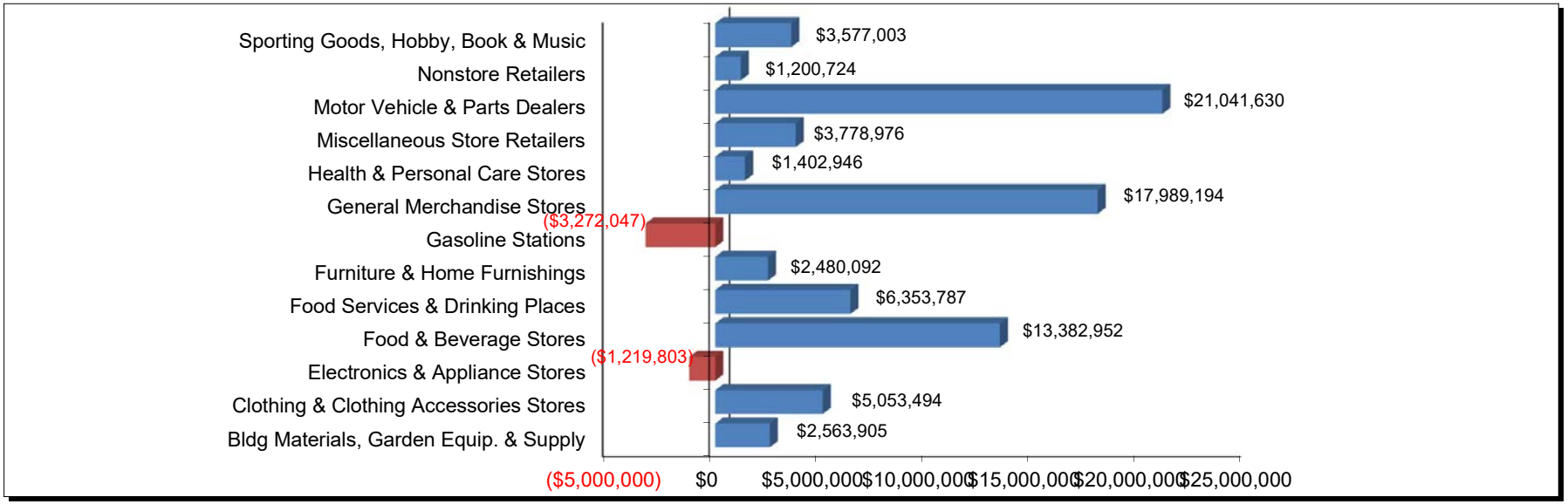


Note: Excludes Automotive Dealers, Gas Stations and On-line Shopping

Opportunity To Capture Retail Sales By Segment – Secondary Market Area (2021)

Retail Demand Analysis

All major retail categories are undersupplied in the SMA. In the SMA, there are several retail categories where retail expenditures by local residents exceeds retail spending within the SMA (leakage). Top leakage categories include Motor Vehicle & Parts Dealers, General Merchandise Stores, and Food and Beverage Stores.



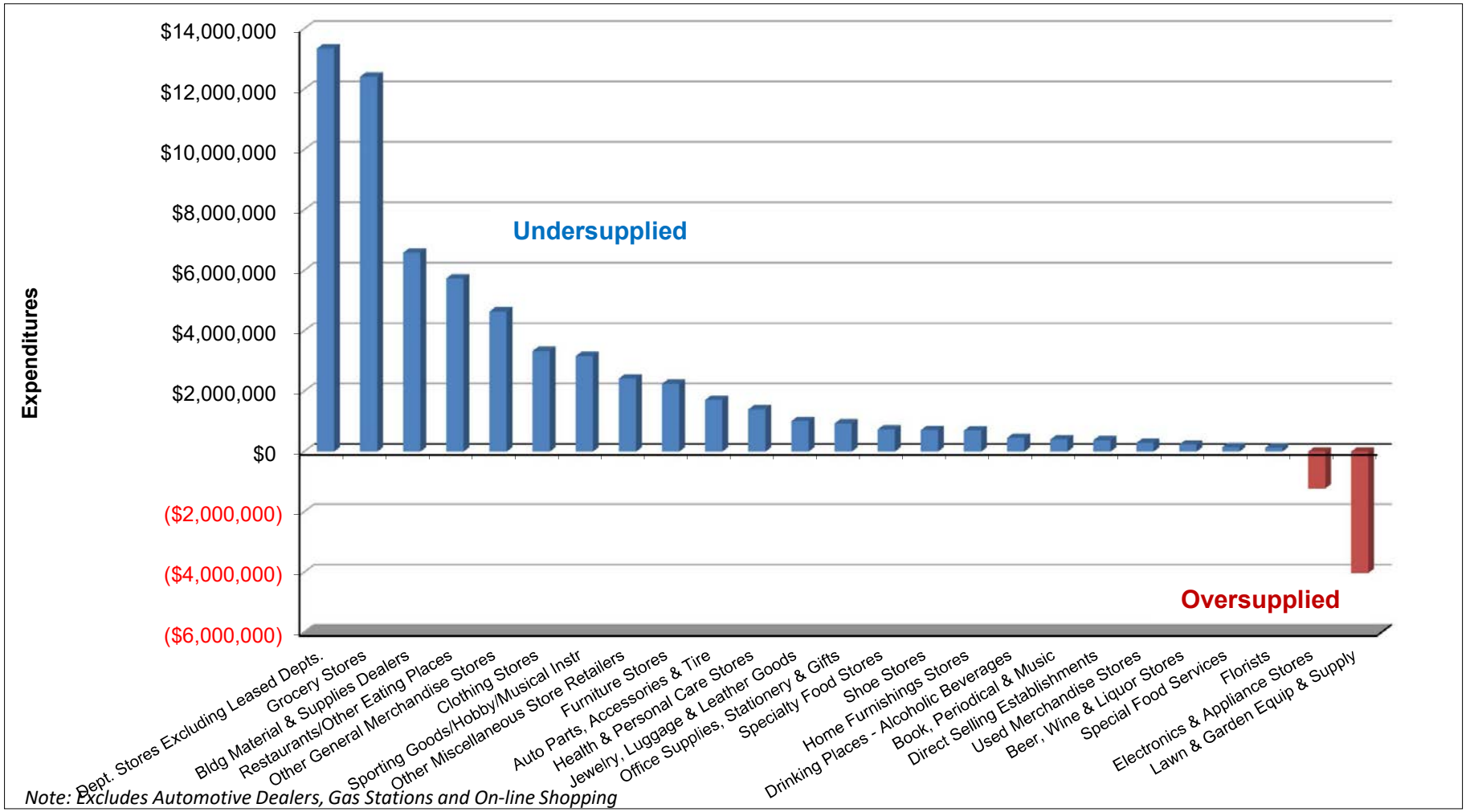
Note: Demand does not include future retail spending from households within the Subject Property or the overall PMA and is thus understated / conservative.

Retail Categories	DEMAND Retail Expenditures by Area Residents	SUPPLY Retail Spending Within the Area	LEAKAGE Difference $	LEAKAGE Difference %
Bldg Materials, Garden Equip. & Supply	$7,584,450	$5,020,545	$2,563,905	33.8%
Clothing & Clothing Accessories Stores	$5,053,494	$0	$5,053,494	100.0%
Electronics & Appliance Stores	$3,983,675	$5,203,478	($1,219,803)	-30.6%
Food & Beverage Stores	$19,421,421	$6,038,469	$13,382,952	68.9%
Food Services & Drinking Places	$12,286,785	$5,932,998	$6,353,787	51.7%
Furniture & Home Furnishings	$3,923,023	$1,442,931	$2,480,092	63.2%
Gasoline Stations	$10,611,049	$13,883,096	($3,272,047)	-30.8%
General Merchandise Stores	$19,080,043	$1,090,849	$17,989,194	94.3%
Health & Personal Care Stores	$6,238,738	$4,835,792	$1,402,946	22.5%
Miscellaneous Store Retailers	$4,300,959	$521,983	$3,778,976	87.9%
Motor Vehicle & Parts Dealers	$23,684,653	$2,643,023	$21,041,630	88.8%
Nonstore Retailers	$1,683,516	$482,792	$1,200,724	71.3%
Sporting Goods, Hobby, Book & Music	$3,825,698	$248,695	$3,577,003	93.5%
Total	**$121,677,504**	**$47,344,651**	**$74,332,853**	**61.1%**

Additional Supportable Expenditures By Retail Type – Secondary Market Area (2021)

Retail Demand Analysis

The chart below provides subcategory leakage/surplus levels the over and under supplied retail segments in the SMA. There is evidence of unmet demand in most subcategories in the SMA, including $13.3 million in unmet demand in the Department Store subcategory, $12.4 million in the Grocery subcategory, $6.5 million in Building Materials, and $5.7 million in the Restaurants subcategory (among others).

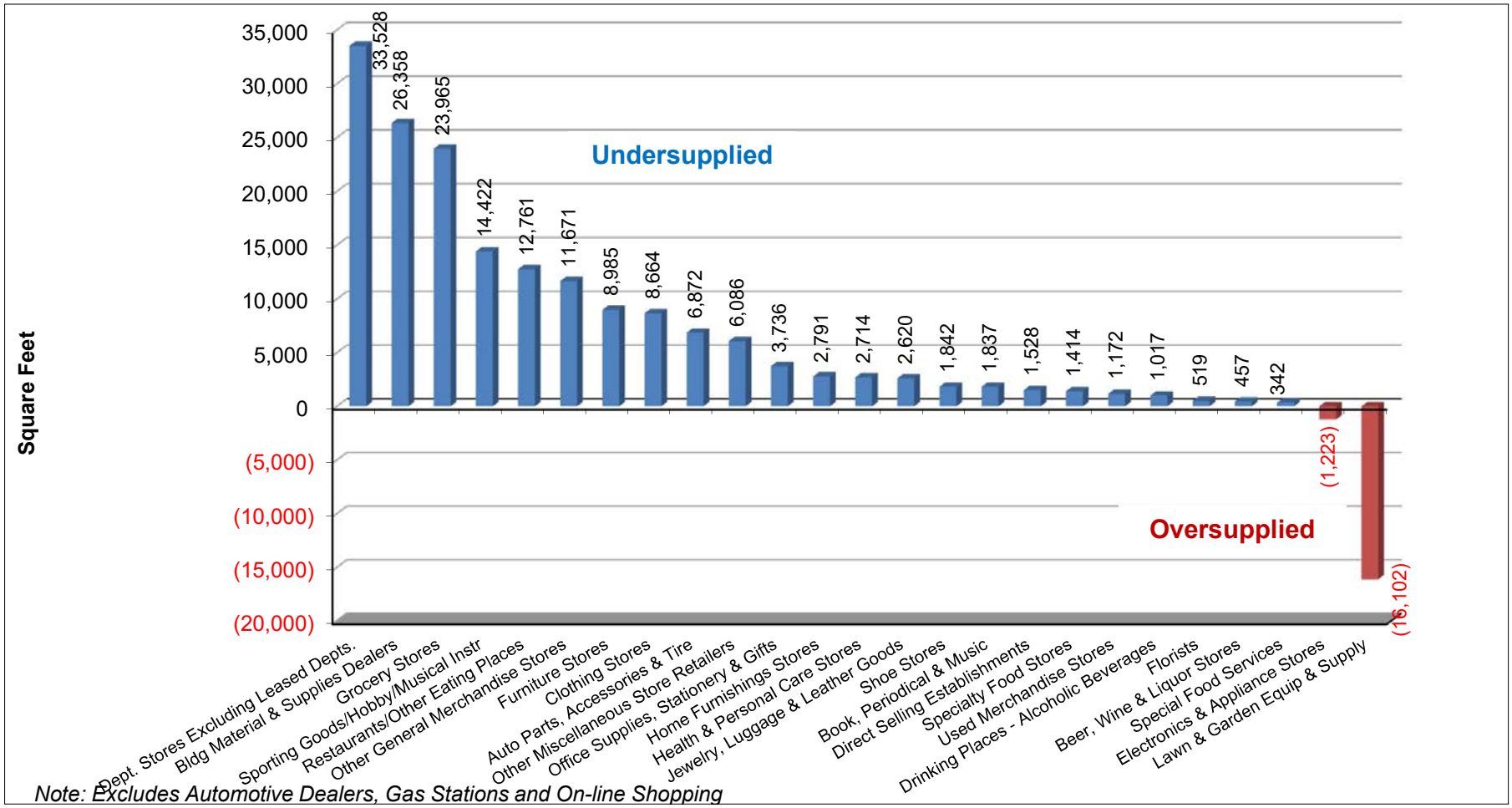


Note: Excludes Automotive Dealers, Gas Stations and On-line Shopping

Additional Supportable Square Feet By Retail Type – Secondary Market Area (2021)

Retail Demand Analysis

The chart below translates revenues for the current undersupplied retail categories into supportable square feet in the SMA. There are unmet expenditures in every subcategory, most notably in the Department Stores, Building Materials, and Grocery Store subcategories. It is important to note that positive demand is minimal in several retail subcategories currently, with 16 subcategories having less than 5,000 square feet of positive demand. This could increase over time as new residential units are introduced in and around the Subject Property.

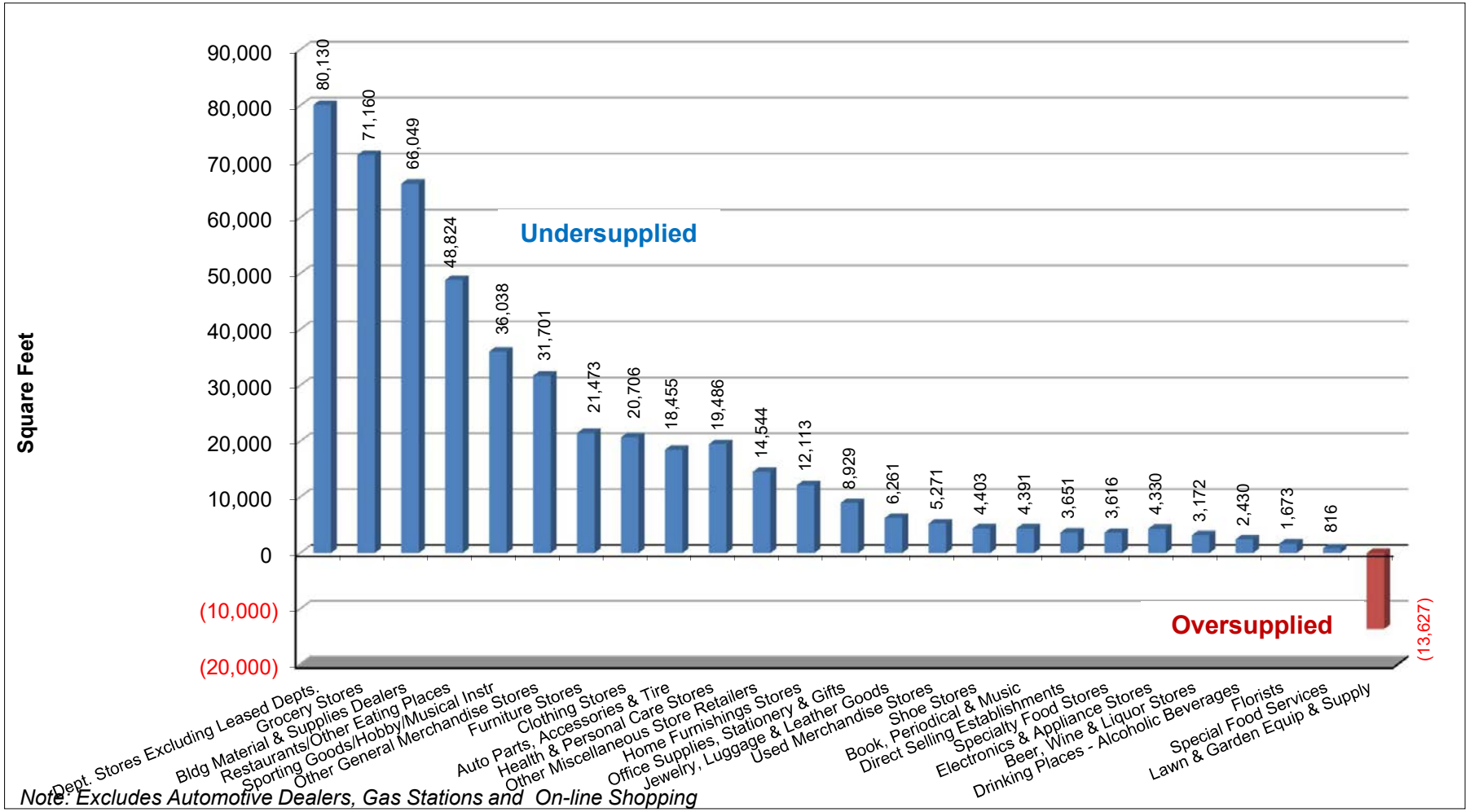


Note: Excludes Automotive Dealers, Gas Stations and On-line Shopping

Additional Supportable Square Feet By Retail Type – Secondary Market Area (2026)

Retail Demand Analysis

By 2026, additional demand from household growth in the SMA results in increasing unmet demand across a large number of retail subcategories in the SMA. Positive demand continues to grow in the Department Store, Grocery, and Building Materials with each reaching over 60,000 square feet by 2026.

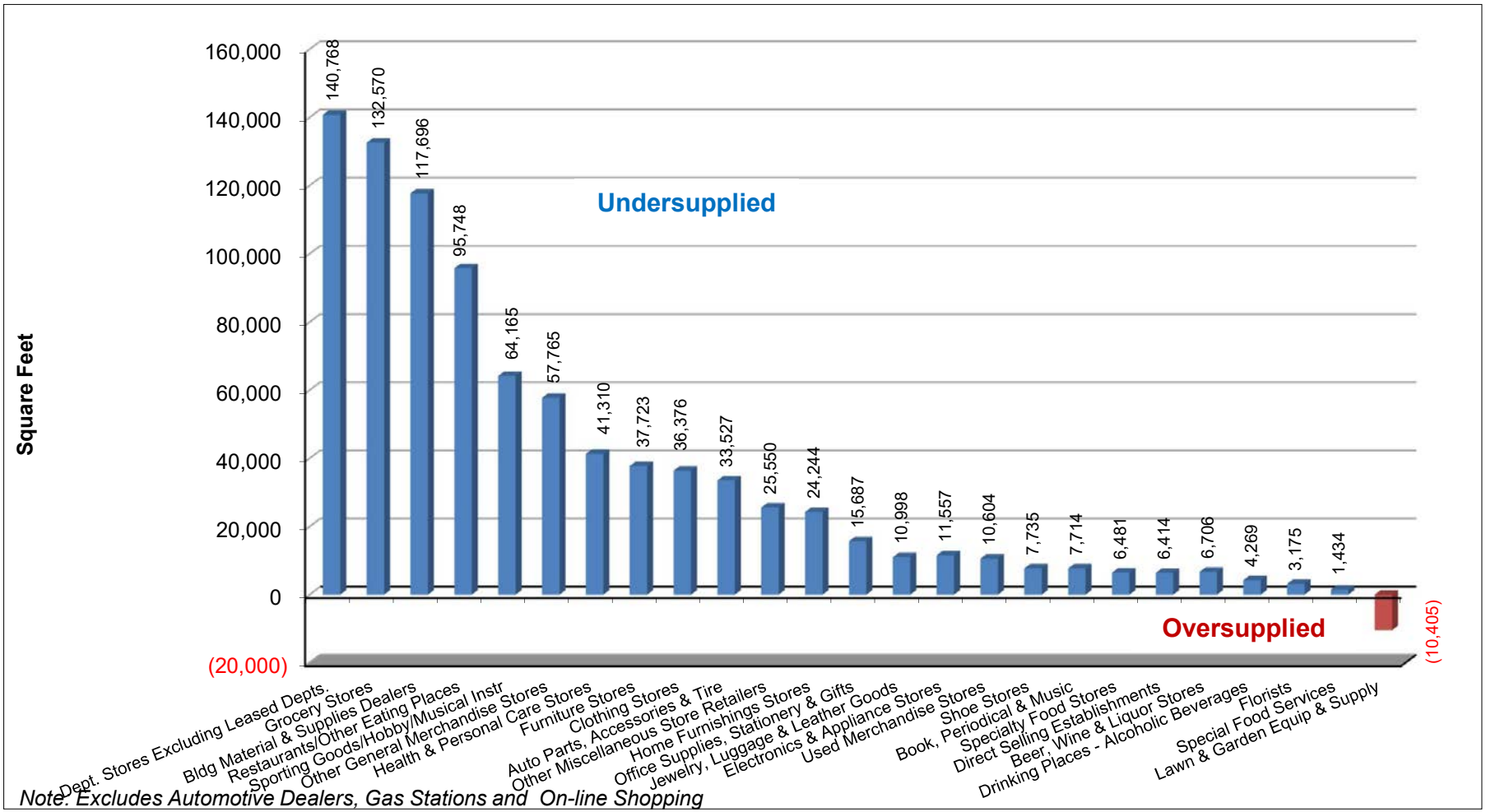


Note: Excludes Automotive Dealers, Gas Stations and On-line Shopping

Additional Supportable Square Feet By Retail Type – Secondary Market Area (2031)

Retail Demand Analysis

By 2031, additional demand from household growth in the SMA continues to grow and results in higher unmet demand across a large number of retail subcategories in the SMA. Positive demand continues to grow in the Department Store, Grocery, and Building Materials with each reaching over 110,000 square feet by 2031.

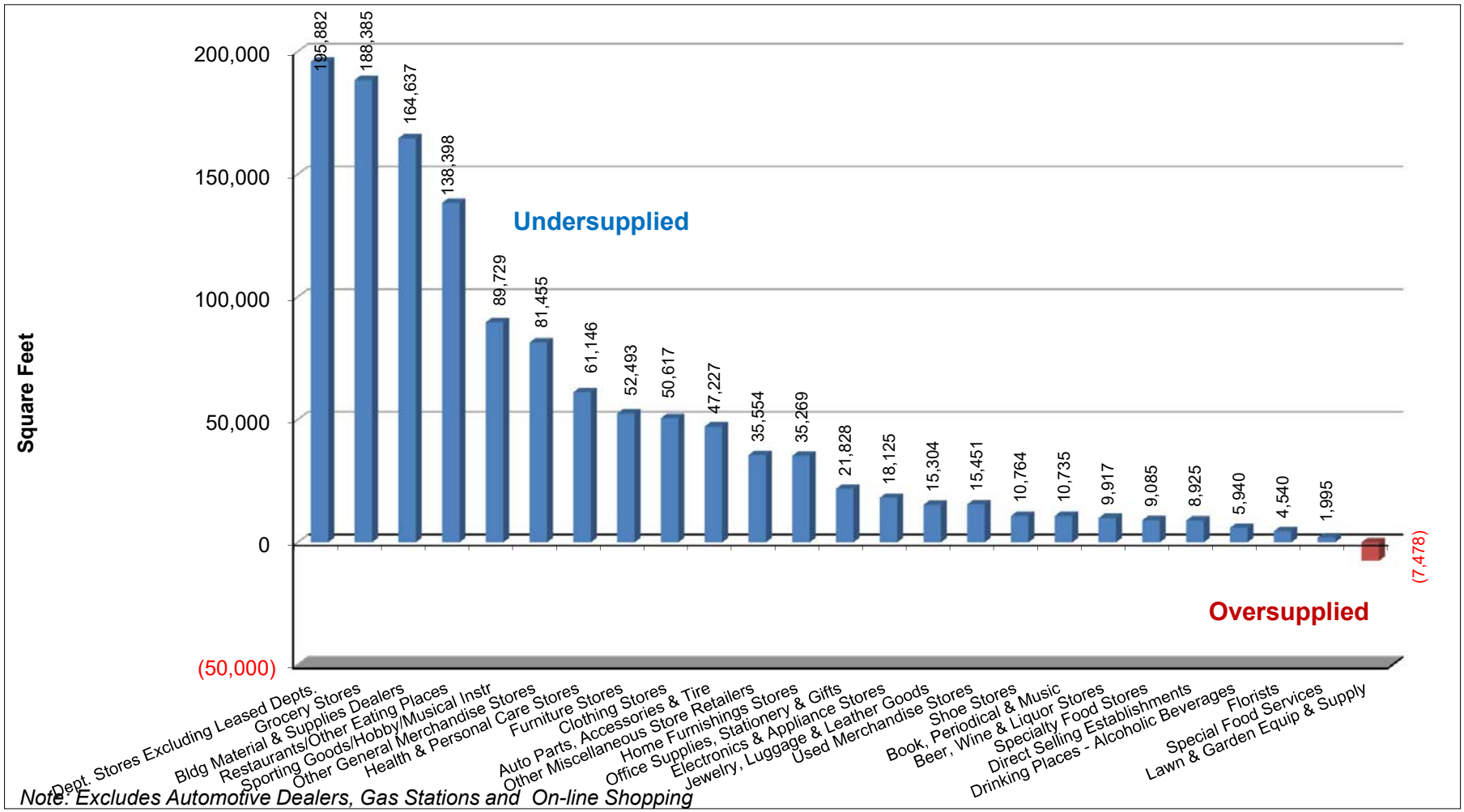


Note: Excludes Automotive Dealers, Gas Stations and On-line Shopping

Additional Supportable Square Feet By Retail Type – Secondary Market Area (2036)

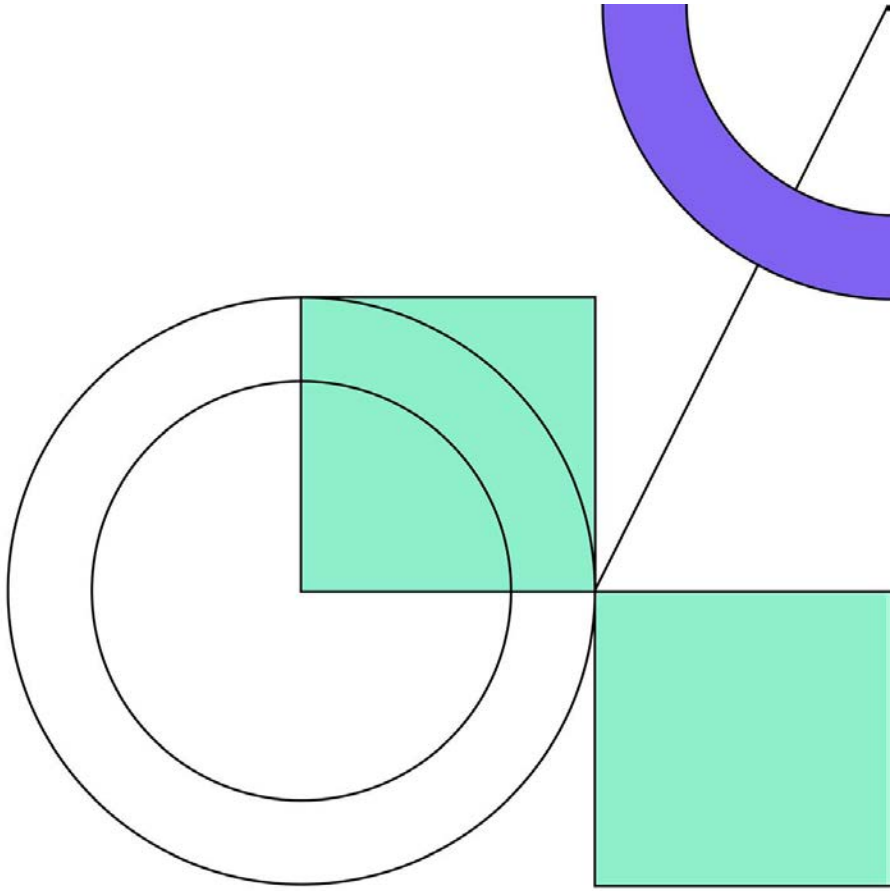
Retail Demand Analysis

By 2036, additional demand from household growth in the SMA continues to grow and results in higher unmet demand across a large number of retail subcategories in the SMA. Positive demand continues to grow in the Department Store, Grocery, and Building Materials with each reaching over 160,000 square feet by 2036.



Note: Excludes Automotive Dealers, Gas Stations and On-line Shopping

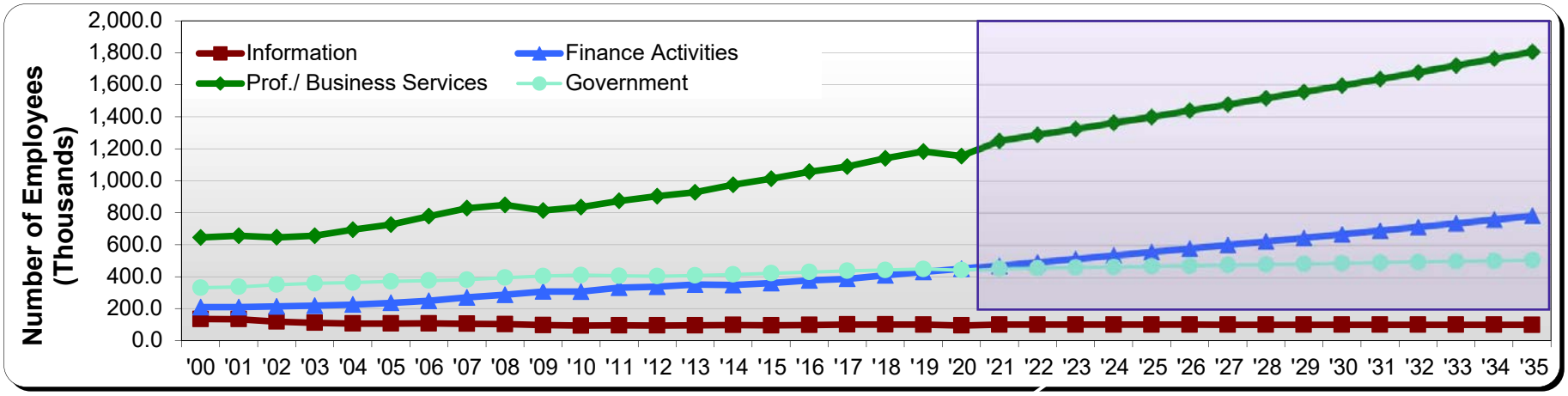
Office Demand Analysis



Office Oriented Job Growth By Industry

Office Demand Analysis

Projections for professional business services growth are very strong in the Dallas-Ft Worth MSAs. The Professional Business Services sector represents the largest office-oriented employment base in Dallas, with 1.154 million jobs as of 2020. In total, jobs in office-oriented fields totaled 2.1 million jobs as of 2020, a net increase of 800,000 jobs since 2001 (2.5% annual average increase). Going forward, Woods & Poole projects a net increase of 1,050,000 office jobs through 2035 (2.5% annual increase).



	'00	'01	'02	'03	'04	'05	'06	'07	'08	'09	'10	'11	'12	'13	'14	'15	'16	'17
Information	134.54	134.03	119.14	111.16	106.79	107.02	107.21	105.06	103.27	97.38	94.33	95.02	94.86	95.74	97.66	95.23	98.02	100.53
Finance Activities	209.33	208.97	214.29	218.37	225.18	236.13	248.96	269.72	286.62	307.11	306.43	330.94	337.00	350.95	347.12	360.19	376.80	386.38
Prof./ Business Services	645.18	655.45	645.91	656.24	693.88	726.07	778.25	828.32	848.65	813.84	835.34	873.62	902.98	928.13	974.26	1012.72	1055.93	1088.60
Government	330.70	336.02	350.00	358.35	362.59	369.95	375.41	381.14	394.04	403.30	410.32	405.34	402.81	407.67	413.70	421.06	429.00	436.31
% Change Information	--	-0.4%	-11.1%	-6.7%	-3.9%	0.2%	0.2%	-2.0%	-1.7%	-5.7%	-3.1%	0.7%	-0.2%	0.9%	2.0%	-2.5%	2.9%	2.6%
% Change Finance Activities	--	-0.2%	2.5%	1.9%	3.1%	4.9%	5.4%	8.3%	6.3%	7.1%	-0.2%	8.0%	1.8%	4.1%	-1.1%	3.8%	4.6%	2.5%
% Change Prof/Bus Services	--	1.59%	-1.5%	1.6%	5.7%	4.6%	7.2%	6.4%	2.5%	-4.1%	2.6%	4.6%	3.4%	2.8%	5.0%	3.9%	4.3%	3.1%
% Change Government	--	1.6%	4.2%	2.4%	1.2%	2.0%	1.5%	1.5%	3.4%	2.3%	1.7%	-1.2%	-0.6%	1.2%	1.5%	1.8%	1.9%	1.7%

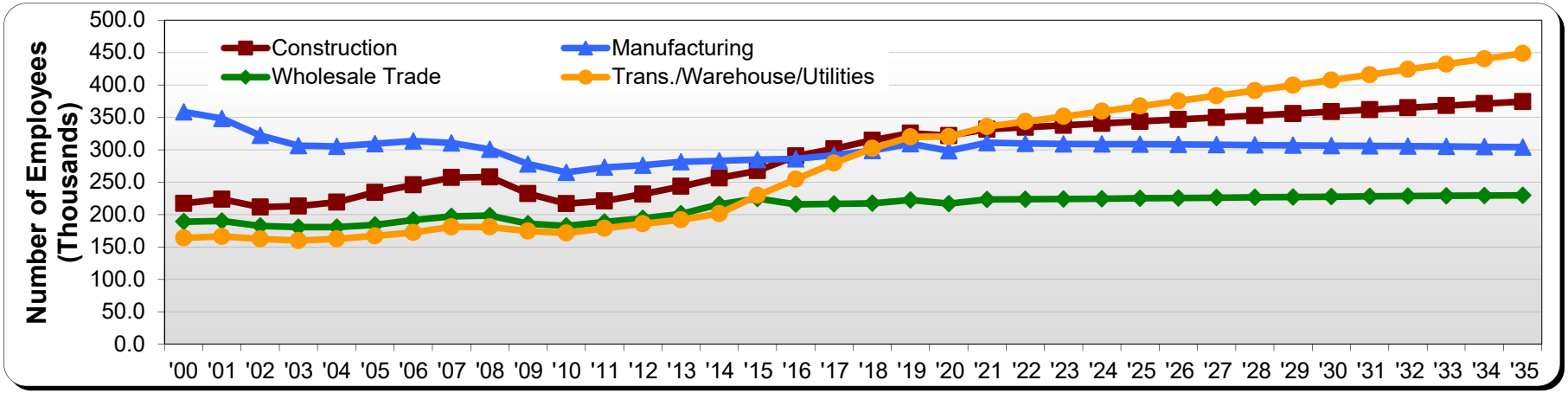
	'18	'19	'20	'21	'22	'23	'24	'25	'26	'27	'28	'29	'30	'31	'32	'33	'34	'35
Information	100.83	99.78	94.92	99.74	99.72	99.69	99.65	99.61	99.57	99.52	99.47	99.41	99.35	99.28	99.20	99.12	99.04	98.94
Finance Activities	408.55	429.68	448.86	472.38	493.57	514.97	536.54	558.29	580.21	602.28	624.51	646.89	669.41	692.06	714.85	737.77	760.82	784.01
Prof./ Business Services	1140.59	1182.54	1154.55	1250.83	1289.48	1325.79	1363.11	1400.37	1438.79	1477.73	1516.74	1556.35	1596.47	1637.24	1678.53	1720.34	1762.78	1805.85
Government	441.52	447.26	441.17	454.85	458.65	462.44	466.24	470.03	473.82	477.61	481.40	485.19	488.99	492.78	496.57	500.37	504.16	507.96
% Change Information	0.3%	-1.0%	-4.9%	5.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-0.1%	-0.1%	-0.1%	-0.1%	-0.1%	-0.1%	-0.1%	-0.1%
% Change Finance Activities	5.7%	5.2%	4.5%	5.2%	4.5%	4.3%	4.2%	4.1%	3.9%	3.8%	3.7%	3.6%	3.5%	3.4%	3.3%	3.2%	3.1%	3.0%
% Change Prof/Bus Services	4.8%	3.7%	-2.4%	8.3%	3.1%	2.8%	2.8%	2.7%	2.7%	2.7%	2.6%	2.6%	2.6%	2.6%	2.5%	2.5%	2.5%	2.4%
% Change Government	1.2%	1.3%	-1.4%	3.1%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%

Source: Woods & Poole

Industrial Oriented Job Growth By Industry

Office Demand Analysis

When considering industrial-oriented industries which also need office space, trade/transportation/warehouse/utilities jobs and construction jobs are growing, but other industrial sectors are generally flat. Currently, the Construction sector is the strongest industrial-oriented sector in Dallas, with approximately 321,000 total jobs. The Trade/Transportation/Warehouse/Utilities sector is projected to expand the most over the next 15 years, with 128,000 jobs expected to be added through 2035 (0.9% annual increase). This increase in jobs is driven by increasing e-commerce growth and increased warehouse/distribution activity in the Dallas MSA.



	'00	'01	'02	'03	'04	'05	'06	'07	'08	'09	'10	'11	'12	'13	'14	'15	'16	'17
Construction	147.21	153.24	151.43	156.91	171.04	198.01	215.67	205.49	173.53	128.38	112.97	114.34	120.79	127.00	129.13	132.79	142.61	152.26
Manufacturing	165.85	158.41	143.60	137.04	137.63	141.50	145.59	143.46	135.81	120.66	116.05	118.71	123.21	124.78	125.97	127.73	129.24	131.89
Wholesale Trade	86.04	86.49	84.66	83.96	86.55	90.67	95.22	98.88	98.03	92.37	89.31	90.13	90.57	91.28	91.63	92.09	88.15	89.48
Trans./Warehouse/Utilities	68.04	69.58	70.09	71.04	72.91	76.04	81.23	83.38	82.21	77.60	74.70	78.07	81.06	82.05	85.53	96.18	109.19	130.45
% Change Construction	--	4.1%	-1.2%	3.6%	9.0%	15.8%	8.9%	-4.7%	-15.6%	-26.0%	-12.0%	1.2%	5.6%	5.1%	1.7%	2.8%	7.4%	6.8%
% Change Manufacturing	--	-4.5%	-9.4%	-4.6%	0.4%	2.8%	2.9%	-1.5%	-5.3%	-11.2%	-3.8%	2.3%	3.8%	1.3%	1.0%	1.4%	1.2%	2.0%
% Change Wholesale Trade	--	0.5%	-2.1%	-0.8%	3.1%	4.8%	5.0%	3.8%	-0.9%	-5.8%	-3.3%	0.9%	0.5%	0.8%	0.4%	0.5%	-4.3%	1.5%
% Trans./Warehouse/Utilities	--	2.3%	0.7%	1.3%	2.6%	4.3%	6.8%	2.6%	-1.4%	-5.6%	-3.7%	4.5%	3.8%	1.2%	4.2%	12.4%	13.5%	19.5%

	'18	'19	'20	'21	'22	'23	'24	'25	'26	'27	'28	'29	'30	'31	'32	'33	'34	'35
Construction	163.95	164.67	165.37	166.07	166.75	167.42	168.09	168.74	169.38	170.01	170.63	171.24	171.84	172.43	173.01	173.58	174.15	174.70
Manufacturing	137.11	137.82	137.49	137.68	137.24	137.18	137.19	137.05	136.95	136.79	136.69	136.58	136.45	136.32	136.18	136.05	135.91	135.76
Wholesale Trade	88.54	91.33	92.52	94.25	95.44	96.40	97.26	98.03	98.75	99.42	100.07	100.68	101.28	101.85	102.41	102.95	103.47	103.97
Trans./Warehouse/Utilities	152.84	156.39	159.97	163.58	167.22	170.90	174.61	178.35	182.13	185.94	189.79	193.68	197.61	201.58	205.59	209.64	213.74	217.88
% Change Construction	7.7%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.3%	0.3%	0.3%	0.3%	0.3%
% Change Manufacturing	4.0%	0.5%	-0.2%	0.1%	-0.3%	0.0%	0.0%	-0.1%	-0.1%	-0.1%	-0.1%	-0.1%	-0.1%	-0.1%	-0.1%	-0.1%	-0.1%	-0.1%
% Change Wholesale Trade	-1.0%	3.1%	1.3%	1.9%	1.3%	1.0%	0.9%	0.8%	0.7%	0.7%	0.6%	0.6%	0.6%	0.6%	0.5%	0.5%	0.5%	0.5%
% Trans./Warehouse/Utilities	17.2%	2.3%	2.3%	2.3%	2.2%	2.2%	2.2%	2.1%	2.1%	2.1%	2.1%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	1.9%

Source: Woods & Poole

Office Demand Growth From 2020 To 2021

Office Demand Analysis

By the end of 2021, our employment-based demand model yields approximately 28 million square feet of office space demanded in the Dallas-Ft Worth MSA, though we do not suggest any supportable office space demanded at the Subject Property. The total office space demanded by the end of 2021 is relatively high since it is rebounding off of negative space demanded in 2020 due to the COVID-19 pandemic.

	2020			2021			2020 to 2021	
Industry	Total Employment 1/	Occupied in Office Buildings 2/	No. Employed in Office Buildings	Total Employment 3/	Occupied in Office Buildings	No. Employed in Office Buildings	Total Emp. Growth in Office Buildings	New Office Space Needed 4/
Traditional Office Users								
Finance Activities	448,858	70%	314,201	472,376	70%	330,663	16,463	4,115,650
Information	94,915	50%	47,458	99,740	50%	49,870	2,413	603,125
Professional/Business Services	1,154,550	70%	808,185	1,250,827	70%	875,579	67,394	16,848,475
Education/Health Services	536,178	15%	80,427	579,799	15%	86,970	6,543	1,635,788
Leisure/Hospitality	394,525	10%	39,453	512,028	10%	51,203	11,750	2,937,575
Other Services	280,501	15%	42,075	313,397	15%	47,010	4,934	1,233,600
Government	441,174	15%	66,176	454,853	15%	68,228	2,052	512,963
Non-Traditional Office Users								
Mining	55,941	2.5%	1,399	65,757	2.5%	1,644	245	61,350
Construction	321,847	2.5%	8,046	331,721	2.5%	8,293	247	61,712
Manufacturing	298,359	2.5%	7,459	310,908	2.5%	7,773	314	78,431
Wholesale Trade	216,760	2.5%	5,419	223,262	2.5%	5,582	163	40,638
Retail Trade	454,624	2.5%	11,366	476,354	2.5%	11,909	543	135,813
Transportation/Utilities	320,393	2.5%	8,010	335,720	2.5%	8,393	383	95,794
Total	5,018,625	20%	1,439,672	5,426,742	20%	1,553,115	113,444	**28,360,913**
Annual Average								**28,360,913**

Estimated Annual Capture: PLANO/ ALLEN SUBMARKET (%)	**20.0% - 30.0%**
Est. Annual Office Space Absorption: PLANO/ ALLEN SUBMARKET (SF)	**5,672,182 - 8,508,274**
Estimated Annual Capture: CELINA DYNAVEST (%) 5/	**0.0% - 0.0%**
Est. Annual Office Space Absorption: CELINA DYNAVEST (SF)	**-**
Annual Average (SF):	**0**

Notes:

1/ Per Woods and Poole Economics, Inc.

2/ Zonda Estimate

3/ Per Woods and Poole Economics, Inc.

4/ Assumes 250 square feet per employee for traditional office users and 250 square feet per employee for non-traditional office users.

5/ Reflects estimated capture rate of the Plano/ Allen submarket's capture of office inventory

Office Demand Growth From 2021 To 2022

Office Demand Analysis

By the end of 2022, our employment-based demand model yields approximately 12 million square feet of office space demanded in the Dallas-Ft Worth MSA, though we do not suggest any supportable office space demanded at the Subject Property.

Industry	2021			2022			2021 to 2022	
	Total Employment 1/	Occupied in Office Buildings 2/	No. Employed in Office Buildings	Total Employment 3/	Occupied in Office Buildings	No. Employed in Office Buildings	Total Emp. Growth in Office Buildings	New Office Space Needed 4/
Traditional Office Users								
Finance Activities	472,376	70%	330,663	493,570	70%	345,499	14,836	3,708,950
Information	99,740	50%	49,870	99,716	50%	49,858	(12)	(3,000)
Professional/Business Services	1,250,827	70%	875,579	1,289,480	70%	902,636	27,057	6,764,275
Education/Health Services	579,799	15%	86,970	598,593	15%	89,789	2,819	704,775
Leisure/Hospitality	512,028	10%	51,203	526,483	10%	52,648	1,446	361,375
Other Services	313,397	15%	47,010	320,978	15%	48,147	1,137	284,288
Government	454,853	15%	68,228	458,646	15%	68,797	569	142,237
Non-Traditional Office Users								
Mining	65,757	2.5%	1,644	66,273	2.5%	1,657	13	3,225
Construction	331,721	2.5%	8,293	334,715	2.5%	8,368	75	18,713
Manufacturing	310,908	2.5%	7,773	309,714	2.5%	7,743	(30)	(7,463)
Wholesale Trade	223,262	2.5%	5,582	223,585	2.5%	5,590	8	2,019
Retail Trade	476,354	2.5%	11,909	478,460	2.5%	11,962	53	13,162
Transportation/Utilities	335,720	2.5%	8,393	343,579	2.5%	8,589	196	49,119
Total	5,426,742	20%	1,553,115	5,543,792	20%	1,601,282	48,167	**12,041,675**
Annual Average								**12,041,675**
							Estimated Annual Capture: PLANO/ ALLEN SUBMARKET (%)	**20.0% - 30.0%**
							Est. Annual Office Space Absorption: PLANO/ ALLEN SUBMARKET (SF)	**2,408,335 - 3,612,503**
							Estimated Annual Capture: CELINA DYNAVEST (%) 5/	**0.0% - 0.0%**
							Est. Annual Office Space Absorption: CELINA DYNAVEST (SF)	**-**
							Annual Average (SF):	**0**

Notes:

1/ Per Woods and Poole Economics, Inc.

2/ Zonda Estimate

3/ Per Woods and Poole Economics, Inc.

4/ Assumes 250 square feet per employee for traditional office users and 250 square feet per employee for non-traditional office users.

5/ Reflects estimated capture rate of the Plano/ Allen submarket's capture of office inventory

Office Demand Growth From 2022 To 2023

Office Demand Analysis

By the end of 2023, our employment-based demand model yields approximately 23,394 square feet of supportable office space demanded annually at the Subject Property.

Industry	2022 Total Employment 1/	2022 Occupied in Office Buildings 2/	2022 No. Employed in Office Buildings	2023 Total Employment 3/	2023 Occupied in Office Buildings	2023 No. Employed in Office Buildings	2022 to 2023 Total Emp. Growth in Office Buildings	2022 to 2023 New Office Space Needed 4/
Traditional Office Users								
Finance Activities	493,570	70%	345,499	514,969	70%	360,478	14,979	3,744,825
Information	99,716	50%	49,858	99,687	50%	49,844	(15)	(3,625)
Professional/Business Services	1,289,480	70%	902,636	1,325,788	70%	928,052	25,416	6,353,900
Education/Health Services	598,593	15%	89,789	617,880	15%	92,682	2,893	723,262
Leisure/Hospitality	526,483	10%	52,648	541,080	10%	54,108	1,460	364,925
Other Services	320,978	15%	48,147	328,639	15%	49,296	1,149	287,288
Government	458,646	15%	68,797	462,440	15%	69,366	569	142,275
Non-Traditional Office Users								
Mining	66,273	2.5%	1,657	66,791	2.5%	1,670	13	3,238
Construction	334,715	2.5%	8,368	337,714	2.5%	8,443	75	18,744
Manufacturing	309,714	2.5%	7,743	309,151	2.5%	7,729	(14)	(3,519)
Wholesale Trade	223,585	2.5%	5,590	224,027	2.5%	5,601	11	2,763
Retail Trade	478,460	2.5%	11,962	480,643	2.5%	12,016	55	13,644
Transportation/Utilities	343,579	2.5%	8,589	351,467	2.5%	8,787	197	49,300
Total	5,543,792	20%	1,601,282	5,660,276	20%	1,648,070	46,788	**11,697,019**
Annual Average								**11,697,019**
							Estimated Annual Capture: PLANO/ ALLEN SUBMARKET (%)	**10.0% - 15.0%**
							Est. Annual Office Space Absorption: PLANO/ ALLEN SUBMARKET (SF)	**1,169,702 - 1,754,553**
							Estimated Annual Capture: CELINA DYNAVEST (%) 5/	**1.0% - 2.0%**
							Est. Annual Office Space Absorption: CELINA DYNAVEST (SF)	**11,697 - 35,091**
							Annual Average (SF):	**23,394**

Notes:

1/ Per Woods and Poole Economics, Inc.

2/ Zonda Estimate

3/ Per Woods and Poole Economics, Inc.

4/ Assumes 250 square feet per employee for traditional office users and 250 square feet per employee for non-traditional office users.

5/ Reflects estimated capture rate of the Plano/ Allen submarket's capture of office inventory

Office Demand Growth From 2023 To 2024

Office Demand Analysis

By the end of 2024, our employment-based demand model yields approximately 23,863 square feet of supportable office space demanded annually at the Subject Property.

Industry	2023			2024			2023 to 2024	
	Total Employment 1/	Occupied in Office Buildings 2/	No. Employed in Office Buildings	Total Employment 3/	Occupied in Office Buildings	No. Employed in Office Buildings	Total Emp. Growth in Office Buildings	New Office Space Needed 4/
Traditional Office Users								
Finance Activities	514,969	70%	360,478	536,544	70%	375,581	15,102	3,775,625
Information	99,687	50%	49,844	99,652	50%	49,826	(18)	(4,375)
Professional/Business Services	1,325,788	70%	928,052	1,363,105	70%	954,174	26,122	6,530,475
Education/Health Services	617,880	15%	92,682	637,669	15%	95,650	2,968	742,087
Leisure/Hospitality	541,080	10%	54,108	555,824	10%	55,582	1,474	368,600
Other Services	328,639	15%	49,296	336,383	15%	50,457	1,162	290,400
Government	462,440	15%	69,366	466,235	15%	69,935	569	142,313
Non-Traditional Office Users								
Mining	66,791	2.5%	1,670	67,316	2.5%	1,683	13	3,281
Construction	337,714	2.5%	8,443	340,717	2.5%	8,518	75	18,769
Manufacturing	309,151	2.5%	7,729	308,819	2.5%	7,720	(8)	(2,075)
Wholesale Trade	224,027	2.5%	5,601	224,529	2.5%	5,613	13	3,138
Retail Trade	480,643	2.5%	12,016	482,872	2.5%	12,072	56	13,931
Transportation/Utilities	351,467	2.5%	8,787	359,391	2.5%	8,985	198	49,525
Total	5,660,276	20%	1,648,070	5,779,056	20%	1,695,797	47,727	**11,931,694**
Annual Average								**11,931,694**
							Estimated Annual Capture: PLANO/ ALLEN SUBMARKET (%)	**10.0% - 15.0%**
							Est. Annual Office Space Absorption: PLANO/ ALLEN SUBMARKET (SF)	**1,193,169 - 1,789,754**
							Estimated Annual Capture: CELINA DYNAVEST (%) 5/	**1.0% - 2.0%**
							Est. Annual Office Space Absorption: CELINA DYNAVEST (SF)	**11,932 - 35,795**
							Annual Average (SF):	**23,863**

Notes:

1/ Per Woods and Poole Economics, Inc.

2/ Zonda Estimate

3/ Per Woods and Poole Economics, Inc.

4/ Assumes 250 square feet per employee for traditional office users and 250 square feet per employee for non-traditional office users.

5/ Reflects estimated capture rate of the Plano/ Allen submarket's capture of office inventory

Office Demand Growth From 2024 To 2025

Office Demand Analysis

By the end of 2025, our employment-based demand model yields approximately 23,960 square feet of supportable office space demanded annually at the Subject Property.

Industry	2024 Total Employment 1/	2024 Occupied in Office Buildings 2/	2024 No. Employed in Office Buildings	2025 Total Employment 3/	2025 Occupied in Office Buildings	2025 No. Employed in Office Buildings	2024 to 2025 Total Emp. Growth in Office Buildings	2024 to 2025 New Office Space Needed 4/
Traditional Office Users								
Finance Activities	536,544	70%	375,581	558,291	70%	390,804	15,223	3,805,725
Information	99,652	50%	49,826	99,614	50%	49,807	(19)	(4,750)
Professional/Business Services	1,363,105	70%	954,174	1,400,367	70%	980,257	26,083	6,520,850
Education/Health Services	637,669	15%	95,650	657,972	15%	98,696	3,045	761,363
Leisure/Hospitality	555,824	10%	55,582	570,723	10%	57,072	1,490	372,475
Other Services	336,383	15%	50,457	344,209	15%	51,631	1,174	293,475
Government	466,235	15%	69,935	470,026	15%	70,504	569	142,162
Non-Traditional Office Users								
Mining	67,316	2.5%	1,683	67,845	2.5%	1,696	13	3,306
Construction	340,717	2.5%	8,518	343,731	2.5%	8,593	75	18,837
Manufacturing	308,819	2.5%	7,720	308,689	2.5%	7,717	(3)	(813)
Wholesale Trade	224,529	2.5%	5,613	225,063	2.5%	5,627	13	3,338
Retail Trade	482,872	2.5%	12,072	485,135	2.5%	12,128	57	14,144
Transportation/Utilities	359,391	2.5%	8,985	367,348	2.5%	9,184	199	49,731
Total	5,779,056	20%	1,695,797	5,899,013	20%	1,743,716	47,919	**11,979,844**
Annual Average								**11,979,844**
							Estimated Annual Capture: PLANO/ ALLEN SUBMARKET (%)	**10.0% - 15.0%**
							Est. Annual Office Space Absorption: PLANO/ ALLEN SUBMARKET (SF)	**1,197,984 - 1,796,977**
							Estimated Annual Capture: CELINA DYNAVEST (%) 5/	**1.0% - 2.0%**
							Est. Annual Office Space Absorption: CELINA DYNAVEST (SF)	**11,980 - 35,940**
							Annual Average (SF):	**23,960**

Notes:

1/ Per Woods and Poole Economics, Inc.

2/ Zonda Estimate

3/ Per Woods and Poole Economics, Inc.

4/ Assumes 250 square feet per employee for traditional office users and 250 square feet per employee for non-traditional office users.

5/ Reflects estimated capture rate of the Plano/ Allen submarket's capture of office inventory

Office Demand Growth From 2025 To 2026

Office Demand Analysis

By the end of 2026, our employment-based demand model yields approximately 49,712 square feet of supportable office space demanded annually at the Subject Property.

Industry	2025 Total Employment 1/	2025 Occupied in Office Buildings 2/	2025 No. Employed in Office Buildings	2026 Total Employment 3/	2026 Occupied in Office Buildings	2026 No. Employed in Office Buildings	2025 to 2026 Total Emp. Growth in Office Buildings	2025 to 2026 New Office Space Needed 4/
Traditional Office Users								
Finance Activities	558,291	70%	390,804	580,208	70%	406,146	15,342	3,835,475
Information	99,614	50%	49,807	99,570	50%	49,785	(22)	(5,500)
Professional/Business Services	1,400,367	70%	980,257	1,438,792	70%	1,007,154	26,898	6,724,375
Education/Health Services	657,972	15%	98,696	678,774	15%	101,816	3,120	780,075
Leisure/Hospitality	570,723	10%	57,072	585,774	10%	58,577	1,505	376,275
Other Services	344,209	15%	51,631	352,118	15%	52,818	1,186	296,588
Government	470,026	15%	70,504	473,823	15%	71,073	570	142,388
Non-Traditional Office Users								
Mining	67,845	2.5%	1,696	68,379	2.5%	1,709	13	3,338
Construction	343,731	2.5%	8,593	346,749	2.5%	8,669	75	18,863
Manufacturing	308,689	2.5%	7,717	308,271	2.5%	7,707	(10)	(2,612)
Wholesale Trade	225,063	2.5%	5,627	225,605	2.5%	5,640	14	3,387
Retail Trade	485,135	2.5%	12,128	487,415	2.5%	12,185	57	14,250
Transportation/Utilities	367,348	2.5%	9,184	375,339	2.5%	9,383	200	49,944
Total	5,899,013	20%	1,743,716	6,020,817	20%	1,792,664	48,947	**12,236,844**
Annual Average								**12,236,844**
							Estimated Annual Capture: PLANO/ ALLEN SUBMARKET (%)	**7.5% - 12.5%**
							Est. Annual Office Space Absorption: PLANO/ ALLEN SUBMARKET (SF)	**917,763 - 1,529,605**
							Estimated Annual Capture: CELINA DYNAVEST (%) 5/	**2.5% - 5.0%**
							Est. Annual Office Space Absorption: CELINA DYNAVEST (SF)	**22,944 - 76,480**
							Annual Average (SF):	**49,712**

Notes:

1/ Per Woods and Poole Economics, Inc.

2/ Zonda Estimate

3/ Per Woods and Poole Economics, Inc.

4/ Assumes 250 square feet per employee for traditional office users and 250 square feet per employee for non-traditional office users.

5/ Reflects estimated capture rate of the Plano/ Allen submarket's capture of office inventory

Office Demand Growth From 2026 To 2027

Office Demand Analysis

By the end of 2027, our employment-based demand model yields approximately 50,284 square feet of supportable office space demanded annually at the Subject Property.

Industry	2026 Total Employment 1/	2026 Occupied in Office Buildings 2/	2026 No. Employed in Office Buildings	2027 Total Employment 3/	2027 Occupied in Office Buildings	2027 No. Employed in Office Buildings	2026 to 2027 Total Emp. Growth in Office Buildings	2026 to 2027 New Office Space Needed 4/
Traditional Office Users								
Finance Activities	580,208	70%	406,146	602,279	70%	421,595	15,450	3,862,425
Information	99,570	50%	49,785	99,523	50%	49,762	(24)	(5,875)
Professional/Business Services	1,438,792	70%	1,007,154	1,477,730	70%	1,034,411	27,257	6,814,150
Education/Health Services	678,774	15%	101,816	700,064	15%	105,010	3,194	798,375
Leisure/Hospitality	585,774	10%	58,577	600,979	10%	60,098	1,521	380,125
Other Services	352,118	15%	52,818	360,107	15%	54,016	1,198	299,588
Government	473,823	15%	71,073	477,614	15%	71,642	569	142,162
Non-Traditional Office Users								
Mining	68,379	2.5%	1,709	68,920	2.5%	1,723	14	3,381
Construction	346,749	2.5%	8,669	349,774	2.5%	8,744	76	18,906
Manufacturing	308,271	2.5%	7,707	307,722	2.5%	7,693	(14)	(3,431)
Wholesale Trade	225,605	2.5%	5,640	226,142	2.5%	5,654	13	3,356
Retail Trade	487,415	2.5%	12,185	489,700	2.5%	12,243	57	14,281
Transportation/Utilities	375,339	2.5%	9,383	383,359	2.5%	9,584	201	50,125
Total	6,020,817	20%	1,792,664	6,143,913	20%	1,842,174	49,510	**12,377,569**
Annual Average								**12,377,569**
							Estimated Annual Capture: PLANO/ ALLEN SUBMARKET (%)	**7.5% - 12.5%**
							Est. Annual Office Space Absorption: PLANO/ ALLEN SUBMARKET (SF)	**928,318 - 1,547,196**
							Estimated Annual Capture: CELINA DYNAVEST (%) 5/	**2.5% - 5.0%**
							Est. Annual Office Space Absorption: CELINA DYNAVEST (SF)	**23,208 - 77,360**
							Annual Average (SF):	**50,284**

Notes:

1/ Per Woods and Poole Economics, Inc.

2/ Zonda Estimate

3/ Per Woods and Poole Economics, Inc.

4/ Assumes 250 square feet per employee for traditional office users and 250 square feet per employee for non-traditional office users.

5/ Reflects estimated capture rate of the Plano/ Allen submarket's capture of office inventory

Office Demand Growth From 2027 To 2028

Office Demand Analysis

By the end of 2028, our employment-based demand model yields approximately 50,551 square feet of supportable office space demanded annually at the Subject Property.

Industry	2027			2028			2027 to 2028	
	Total Employment 1/	Occupied in Office Buildings 2/	No. Employed in Office Buildings	Total Employment 3/	Occupied in Office Buildings	No. Employed in Office Buildings	Total Emp. Growth in Office Buildings	New Office Space Needed 4/
Traditional Office Users								
Finance Activities	602,279	70%	421,595	624,512	70%	437,158	15,563	3,890,775
Information	99,523	50%	49,762	99,471	50%	49,736	(26)	(6,500)
Professional/Business Services	1,477,730	70%	1,034,411	1,516,739	70%	1,061,717	27,306	6,826,575
Education/Health Services	700,064	15%	105,010	721,825	15%	108,274	3,264	816,037
Leisure/Hospitality	600,979	10%	60,098	616,342	10%	61,634	1,536	384,075
Other Services	360,107	15%	54,016	368,180	15%	55,227	1,211	302,738
Government	477,614	15%	71,642	481,404	15%	72,211	569	142,125
Non-Traditional Office Users								
Mining	68,920	2.5%	1,723	69,462	2.5%	1,737	14	3,388
Construction	349,774	2.5%	8,744	352,810	2.5%	8,820	76	18,975
Manufacturing	307,722	2.5%	7,693	307,302	2.5%	7,683	(11)	(2,625)
Wholesale Trade	226,142	2.5%	5,654	226,664	2.5%	5,667	13	3,263
Retail Trade	489,700	2.5%	12,243	491,974	2.5%	12,299	57	14,213
Transportation/Utilities	383,359	2.5%	9,584	391,419	2.5%	9,785	202	50,375
Total	6,143,913	20%	1,842,174	6,268,104	20%	1,891,948	49,774	**12,443,413**
Annual Average								**12,443,413**
						Estimated Annual Capture: PLANO/ ALLEN SUBMARKET (%)		**7.5% - 12.5%**
						Est. Annual Office Space Absorption: PLANO/ ALLEN SUBMARKET (SF)		**933,256 - 1,555,427**
						Estimated Annual Capture: CELINA DYNAVEST (%) 5/		**2.5% - 5.0%**
						Est. Annual Office Space Absorption: CELINA DYNAVEST (SF)		**23,331 - 77,771**
						Annual Average (SF):		**50,551**

Notes:

1/ Per Woods and Poole Economics, Inc.

2/ Zonda Estimate

3/ Per Woods and Poole Economics, Inc.

4/ Assumes 250 square feet per employee for traditional office users and 250 square feet per employee for non-traditional office users.

5/ Reflects estimated capture rate of the Plano/ Allen submarket's capture of office inventory

Office Demand Growth From 2028 To 2029

Office Demand Analysis

By the end of 2029, our employment-based demand model yields approximately 51,177 square feet of supportable office space demanded annually at the Subject Property.

Industry	2028 Total Employment 1/	2028 Occupied in Office Buildings 2/	2028 No. Employed in Office Buildings	2029 Total Employment 3/	2029 Occupied in Office Buildings	2029 No. Employed in Office Buildings	2028 to 2029 Total Emp. Growth in Office Buildings	2028 to 2029 New Office Space Needed 4/
Traditional Office Users								
Finance Activities	624,512	70%	437,158	646,890	70%	452,823	15,665	3,916,150
Information	99,471	50%	49,736	99,411	50%	49,706	(30)	(7,500)
Professional/Business Services	1,516,739	70%	1,061,717	1,556,347	70%	1,089,443	27,726	6,931,400
Education/Health Services	721,825	15%	108,274	744,056	15%	111,608	3,335	833,662
Leisure/Hospitality	616,342	10%	61,634	631,870	10%	63,187	1,553	388,200
Other Services	368,180	15%	55,227	376,332	15%	56,450	1,223	305,700
Government	481,404	15%	72,211	485,192	15%	72,779	568	142,050
Non-Traditional Office Users								
Mining	69,462	2.5%	1,737	70,013	2.5%	1,750	14	3,444
Construction	352,810	2.5%	8,820	355,851	2.5%	8,896	76	19,006
Manufacturing	307,302	2.5%	7,683	306,909	2.5%	7,673	(10)	(2,456)
Wholesale Trade	226,664	2.5%	5,667	227,161	2.5%	5,679	12	3,106
Retail Trade	491,974	2.5%	12,299	494,235	2.5%	12,356	57	14,131
Transportation/Utilities	391,419	2.5%	9,785	399,513	2.5%	9,988	202	50,587
Total	6,268,104	20%	1,891,948	6,393,780	20%	1,942,337	50,390	**12,597,481**
Annual Average								**12,597,481**
							Estimated Annual Capture: PLANO/ ALLEN SUBMARKET (%)	**7.5% - 12.5%**
							Est. Annual Office Space Absorption: PLANO/ ALLEN SUBMARKET (SF)	**944,811 - 1,574,685**
							Estimated Annual Capture: CELINA DYNAVEST (%) 5/	**2.5% - 5.0%**
							Est. Annual Office Space Absorption: CELINA DYNAVEST (SF)	**23,620 - 78,734**
							Annual Average (SF):	**51,177**

Notes:

1/ Per Woods and Poole Economics, Inc.

2/ Zonda Estimate

3/ Per Woods and Poole Economics, Inc.

4/ Assumes 250 square feet per employee for traditional office users and 250 square feet per employee for non-traditional office users.

5/ Reflects estimated capture rate of the Plano/ Allen submarket's capture of office inventory

Office Demand Growth From 2029 To 2030

Office Demand Analysis

By the end of 2030, our employment-based demand model yields approximately 54,124 square feet of supportable office space demanded annually at the Subject Property.

Industry	2029 Total Employment 1/	2029 Occupied in Office Buildings 2/	2029 No. Employed in Office Buildings	2030 Total Employment 3/	2030 Occupied in Office Buildings	2030 No. Employed in Office Buildings	2029 to 2030 Total Emp. Growth in Office Buildings	2029 to 2030 New Office Space Needed 4/
Traditional Office Users								
Finance Activities	646,890	70%	452,823	669,406	70%	468,584	15,761	3,940,300
Information	99,411	50%	49,706	99,348	50%	49,674	(32)	(7,875)
Professional/Business Services	1,556,347	70%	1,089,443	1,596,467	70%	1,117,527	28,084	7,021,000
Education/Health Services	744,056	15%	111,608	766,736	15%	115,010	3,402	850,500
Leisure/Hospitality	631,870	10%	63,187	647,557	10%	64,756	1,569	392,175
Other Services	376,332	15%	56,450	384,570	15%	57,686	1,236	308,925
Government	485,192	15%	72,779	488,986	15%	73,348	569	142,275
Non-Traditional Office Users								
Mining	70,013	2.5%	1,750	70,566	2.5%	1,764	14	3,456
Construction	355,851	2.5%	8,896	358,901	2.5%	8,973	76	19,063
Manufacturing	306,909	2.5%	7,673	306,500	2.5%	7,663	(10)	(2,556)
Wholesale Trade	227,161	2.5%	5,679	227,634	2.5%	5,691	12	2,956
Retail Trade	494,235	2.5%	12,356	496,474	2.5%	12,412	56	13,994
Transportation/Utilities	399,513	2.5%	9,988	407,644	2.5%	10,191	203	50,819
Total	6,393,780	20%	1,942,337	6,520,789	20%	1,993,278	50,940	**12,735,031**
Annual Average								**12,735,031**

Estimated Annual Capture: PLANO/ ALLEN SUBMARKET (%)	**5.0% - 6.0%**
Est. Annual Office Space Absorption: PLANO/ ALLEN SUBMARKET (SF)	**636,752 - 764,102**

Estimated Annual Capture: CELINA DYNAVEST (%) 5/	**5.0% - 10.0%**
Est. Annual Office Space Absorption: CELINA DYNAVEST (SF)	**31,838 - 76,410**
Annual Average (SF):	**54,124**

Notes:

1/ Per Woods and Poole Economics, Inc.

2/ Zonda Estimate

3/ Per Woods and Poole Economics, Inc.

4/ Assumes 250 square feet per employee for traditional office users and 250 square feet per employee for non-traditional office users.

5/ Reflects estimated capture rate of the Plano/ Allen submarket's capture of office inventory

Office Demand Growth From 2030 To 2031

Office Demand Analysis

By the end of 2031, our employment-based demand model yields approximately 54,803 square feet of supportable office space demanded annually at the Subject Property.

Industry	2030 Total Employment 1/	2030 Occupied in Office Buildings 2/	2030 No. Employed in Office Buildings	2031 Total Employment 3/	2031 Occupied in Office Buildings	2031 No. Employed in Office Buildings	2030 to 2031 Total Emp. Growth in Office Buildings	2030 to 2031 New Office Space Needed 4/
Traditional Office Users								
Finance Activities	669,406	70%	468,584	692,062	70%	484,443	15,859	3,964,800
Information	99,348	50%	49,674	99,279	50%	49,640	(35)	(8,625)
Professional/Business Services	1,596,467	70%	1,117,527	1,637,239	70%	1,146,067	28,540	7,135,100
Education/Health Services	766,736	15%	115,010	789,815	15%	118,472	3,462	865,463
Leisure/Hospitality	647,557	10%	64,756	663,423	10%	66,342	1,587	396,650
Other Services	384,570	15%	57,686	392,889	15%	58,933	1,248	311,963
Government	488,986	15%	73,348	492,777	15%	73,917	569	142,163
Non-Traditional Office Users								
Mining	70,566	2.5%	1,764	71,126	2.5%	1,778	14	3,500
Construction	358,901	2.5%	8,973	361,960	2.5%	9,049	76	19,119
Manufacturing	306,500	2.5%	7,663	306,037	2.5%	7,651	(12)	(2,894)
Wholesale Trade	227,634	2.5%	5,691	228,080	2.5%	5,702	11	2,787
Retail Trade	496,474	2.5%	12,412	498,687	2.5%	12,467	55	13,831
Transportation/Utilities	407,644	2.5%	10,191	415,810	2.5%	10,395	204	51,037
Total	6,520,789	20%	1,993,278	6,649,184	20%	2,044,857	51,580	**12,894,894**
Annual Average								**12,894,894**

Estimated Annual Capture: PLANO/ ALLEN SUBMARKET (%)	**5.0% - 6.0%**
Est. Annual Office Space Absorption: PLANO/ ALLEN SUBMARKET (SF)	**644,745 - 773,694**
Estimated Annual Capture: CELINA DYNAVEST (%) 5/	**5.0% - 10.0%**
Est. Annual Office Space Absorption: CELINA DYNAVEST (SF)	**32,237 - 77,369**
Annual Average (SF):	**54,803**

Notes:

1/ Per Woods and Poole Economics, Inc.

2/ Zonda Estimate

3/ Per Woods and Poole Economics, Inc.

4/ Assumes 250 square feet per employee for traditional office users and 250 square feet per employee for non-traditional office users.

5/ Reflects estimated capture rate of the Plano/ Allen submarket's capture of office inventory

Office Demand Growth From 2031 To 2032

Office Demand Analysis

By the end of 2032, our employment-based demand model yields approximately 55,373 square feet of supportable office space demanded annually at the Subject Property.

Industry	2031 Total Employment 1/	2031 Occupied in Office Buildings 2/	2031 No. Employed in Office Buildings	2032 Total Employment 3/	2032 Occupied in Office Buildings	2032 No. Employed in Office Buildings	2031 to 2032 Total Emp. Growth in Office Buildings	2031 to 2032 New Office Space Needed 4/
Traditional Office Users								
Finance Activities	692,062	70%	484,443	714,849	70%	500,394	15,951	3,987,725
Information	99,279	50%	49,640	99,203	50%	49,602	(38)	(9,500)
Professional/Business Services	1,637,239	70%	1,146,067	1,678,529	70%	1,174,970	28,903	7,225,750
Education/Health Services	789,815	15%	118,472	813,270	15%	121,991	3,518	879,563
Leisure/Hospitality	663,423	10%	66,342	679,453	10%	67,945	1,603	400,750
Other Services	392,889	15%	58,933	401,291	15%	60,194	1,260	315,075
Government	492,777	15%	73,917	496,572	15%	74,486	569	142,313
Non-Traditional Office Users								
Mining	71,126	2.5%	1,778	71,692	2.5%	1,792	14	3,538
Construction	361,960	2.5%	9,049	365,028	2.5%	9,126	77	19,175
Manufacturing	306,037	2.5%	7,651	305,568	2.5%	7,639	(12)	(2,931)
Wholesale Trade	228,080	2.5%	5,702	228,499	2.5%	5,712	10	2,619
Retail Trade	498,687	2.5%	12,467	500,871	2.5%	12,522	55	13,650
Transportation/Utilities	415,810	2.5%	10,395	424,015	2.5%	10,600	205	51,281
Total	6,649,184	20%	2,044,857	6,778,840	20%	2,096,973	52,116	**13,029,006**
Annual Average								**13,029,006**
							Estimated Annual Capture: PLANO/ ALLEN SUBMARKET (%)	**5.0% - 6.0%**
							Est. Annual Office Space Absorption: PLANO/ ALLEN SUBMARKET (SF)	**651,450 - 781,740**
							Estimated Annual Capture: CELINA DYNAVEST (%) 5/	**5.0% - 10.0%**
							Est. Annual Office Space Absorption: CELINA DYNAVEST (SF)	**32,573 - 78,174**
							Annual Average (SF):	**55,373**

Notes:

1/ Per Woods and Poole Economics, Inc.

2/ Zonda Estimate

3/ Per Woods and Poole Economics, Inc.

4/ Assumes 250 square feet per employee for traditional office users and 250 square feet per employee for non-traditional office users.

5/ Reflects estimated capture rate of the Plano/ Allen submarket's capture of office inventory

Office Demand Growth From 2032 To 2033

Office Demand Analysis

By the end of 2033, our employment-based demand model yields approximately 55,945 square feet of supportable office space demanded annually at the Subject Property.

Industry	2032 Total Employment 1/	2032 Occupied in Office Buildings 2/	2032 No. Employed in Office Buildings	2033 Total Employment 3/	2033 Occupied in Office Buildings	2033 No. Employed in Office Buildings	2032 to 2033 Total Emp. Growth in Office Buildings	2032 to 2033 New Office Space Needed 4/
Traditional Office Users								
Finance Activities	714,849	70%	500,394	737,768	70%	516,438	16,043	4,010,825
Information	99,203	50%	49,602	99,123	50%	49,562	(40)	(10,000)
Professional/Business Services	1,678,529	70%	1,174,970	1,720,336	70%	1,204,235	29,265	7,316,225
Education/Health Services	813,270	15%	121,991	837,104	15%	125,566	3,575	893,775
Leisure/Hospitality	679,453	10%	67,945	695,657	10%	69,566	1,620	405,100
Other Services	401,291	15%	60,194	409,776	15%	61,466	1,273	318,188
Government	496,572	15%	74,486	500,365	15%	75,055	569	142,237
Non-Traditional Office Users								
Mining	71,692	2.5%	1,792	72,262	2.5%	1,807	14	3,563
Construction	365,028	2.5%	9,126	368,105	2.5%	9,203	77	19,231
Manufacturing	305,568	2.5%	7,639	305,110	2.5%	7,628	(11)	(2,863)
Wholesale Trade	228,499	2.5%	5,712	228,888	2.5%	5,722	10	2,431
Retail Trade	500,871	2.5%	12,522	503,017	2.5%	12,575	54	13,412
Transportation/Utilities	424,015	2.5%	10,600	432,257	2.5%	10,806	206	51,512
Total	6,778,840	20%	2,096,973	6,909,768	20%	2,149,628	52,655	**13,163,638**
Annual Average								**13,163,638**
							Estimated Annual Capture: PLANO/ ALLEN SUBMARKET (%)	**5.0% - 6.0%**
							Est. Annual Office Space Absorption: PLANO/ ALLEN SUBMARKET (SF)	**658,182 - 789,818**
							Estimated Annual Capture: CELINA DYNAVEST (%) 5/	**5.0% - 10.0%**
							Est. Annual Office Space Absorption: CELINA DYNAVEST (SF)	**32,909 - 78,982**
							Annual Average (SF):	**55,945**

Notes:

1/ Per Woods and Poole Economics, Inc.

2/ Zonda Estimate

3/ Per Woods and Poole Economics, Inc.

4/ Assumes 250 square feet per employee for traditional office users and 250 square feet per employee for non-traditional office users.

5/ Reflects estimated capture rate of the Plano/ Allen submarket's capture of office inventory

Office Demand Growth From 2033 To 2034

Office Demand Analysis

By the end of 2034, our employment-based demand model yields approximately 56,608 square feet of supportable office space demanded annually at the Subject Property.

Industry	2033 Total Employment 1/	2033 Occupied in Office Buildings 2/	2033 No. Employed in Office Buildings	2034 Total Employment 3/	2034 Occupied in Office Buildings	2034 No. Employed in Office Buildings	2033 to 2034 Total Emp. Growth in Office Buildings	2033 to 2034 New Office Space Needed 4/
Traditional Office Users								
Finance Activities	737,768	70%	516,438	760,822	70%	532,575	16,138	4,034,450
Information	99,123	50%	49,562	99,038	50%	49,519	(43)	(10,625)
Professional/Business Services	1,720,336	70%	1,204,235	1,762,779	70%	1,233,945	29,710	7,427,525
Education/Health Services	837,104	15%	125,566	861,310	15%	129,197	3,631	907,725
Leisure/Hospitality	695,657	10%	69,566	712,040	10%	71,204	1,638	409,575
Other Services	409,776	15%	61,466	418,342	15%	62,751	1,285	321,225
Government	500,365	15%	75,055	504,164	15%	75,625	570	142,462
Non-Traditional Office Users								
Mining	72,262	2.5%	1,807	72,840	2.5%	1,821	14	3,612
Construction	368,105	2.5%	9,203	371,189	2.5%	9,280	77	19,275
Manufacturing	305,110	2.5%	7,628	304,645	2.5%	7,616	(12)	(2,906)
Wholesale Trade	228,888	2.5%	5,722	229,240	2.5%	5,731	9	2,200
Retail Trade	503,017	2.5%	12,575	505,124	2.5%	12,628	53	13,169
Transportation/Utilities	432,257	2.5%	10,806	440,534	2.5%	11,013	207	51,731
Total	6,909,768	20%	2,149,628	7,042,067	20%	2,202,905	53,278	**13,319,419**
Annual Average								**13,319,419**
							Estimated Annual Capture: PLANO/ ALLEN SUBMARKET (%)	**5.0% - 6.0%**
							Est. Annual Office Space Absorption: PLANO/ ALLEN SUBMARKET (SF)	**665,971 - 799,165**
							Estimated Annual Capture: CELINA DYNAVEST (%) 5/	**5.0% - 10.0%**
							Est. Annual Office Space Absorption: CELINA DYNAVEST (SF)	**33,299 - 79,917**
							Annual Average (SF):	**56,608**

Notes:

1/ Per Woods and Poole Economics, Inc.

2/ Zonda Estimate

3/ Per Woods and Poole Economics, Inc.

4/ Assumes 250 square feet per employee for traditional office users and 250 square feet per employee for non-traditional office users.

5/ Reflects estimated capture rate of the Plano/ Allen submarket's capture of office inventory

Office Demand Growth From 2034 To 2035

Office Demand Analysis

By the end of 2035, our employment-based demand model yields approximately 57,268 square feet of supportable office space demanded annually at the Subject Property.

Industry	2034 Total Employment 1/	2034 Occupied in Office Buildings 2/	2034 No. Employed in Office Buildings	2035 Total Employment 3/	2035 Occupied in Office Buildings	2035 No. Employed in Office Buildings	2034 to 2035 Total Emp. Growth in Office Buildings	2034 to 2035 New Office Space Needed 4/
Traditional Office Users								
Finance Activities	760,822	70%	532,575	784,012	70%	548,808	16,233	4,058,250
Information	99,038	50%	49,519	98,944	50%	49,472	(47)	(11,750)
Professional/Business Services	1,762,779	70%	1,233,945	1,805,850	70%	1,264,095	30,150	7,537,425
Education/Health Services	861,310	15%	129,197	885,932	15%	132,890	3,693	923,325
Leisure/Hospitality	712,040	10%	71,204	728,607	10%	72,861	1,657	414,175
Other Services	418,342	15%	62,751	426,992	15%	64,049	1,298	324,375
Government	504,164	15%	75,625	507,955	15%	76,193	569	142,163
Non-Traditional Office Users								
Mining	72,840	2.5%	1,821	73,421	2.5%	1,836	15	3,631
Construction	371,189	2.5%	9,280	374,286	2.5%	9,357	77	19,356
Manufacturing	304,645	2.5%	7,616	304,166	2.5%	7,604	(12)	(2,994)
Wholesale Trade	229,240	2.5%	5,731	229,557	2.5%	5,739	8	1,981
Retail Trade	505,124	2.5%	12,628	507,190	2.5%	12,680	52	12,912
Transportation/Utilities	440,534	2.5%	11,013	448,853	2.5%	11,221	208	51,994
Total	7,042,067	20%	2,202,905	7,175,765	20%	2,256,805	53,899	**13,474,844**
Annual Average								**13,474,844**
							Estimated Annual Capture: PLANO/ ALLEN SUBMARKET (%)	**5.0% - 6.0%**
							Est. Annual Office Space Absorption: PLANO/ ALLEN SUBMARKET (SF)	**673,742 - 808,491**
							Estimated Annual Capture: CELINA DYNAVEST (%) 5/	**5.0% - 10.0%**
							Est. Annual Office Space Absorption: CELINA DYNAVEST (SF)	**33,687 - 80,849**
							Annual Average (SF):	**57,268**

Notes:

1/ Per Woods and Poole Economics, Inc.

2/ Zonda Estimate

3/ Per Woods and Poole Economics, Inc.

4/ Assumes 250 square feet per employee for traditional office users and 250 square feet per employee for non-traditional office users.

5/ Reflects estimated capture rate of the Plano/ Allen submarket's capture of office inventory

Office Demand Growth From 2035 To 2036

Office Demand Analysis

By the end of 2036, our employment-based demand model yields approximately 57,948 square feet of supportable office space demanded annually at the Subject Property.

Industry	2035 Total Employment 1/	2035 Occupied in Office Buildings 2/	2035 No. Employed in Office Buildings	2036 Total Employment 3/	2036 Occupied in Office Buildings	2036 No. Employed in Office Buildings	2035 to 2036 Total Emp. Growth in Office Buildings	2035 to 2036 New Office Space Needed 4/
Traditional Office Users								
Finance Activities	784,012	70%	548,808	807,345	70%	565,142	16,333	4,083,275
Information	98,944	50%	49,472	98,845	50%	49,423	(50)	(12,375)
Professional/Business Services	1,805,850	70%	1,264,095	1,849,566	70%	1,294,696	30,601	7,650,300
Education/Health Services	885,932	15%	132,890	910,950	15%	136,643	3,753	938,175
Leisure/Hospitality	728,607	10%	72,861	745,357	10%	74,536	1,675	418,750
Other Services	426,992	15%	64,049	435,726	15%	65,359	1,310	327,525
Government	507,955	15%	76,193	511,756	15%	76,763	570	142,537
Non-Traditional Office Users								
Mining	73,421	2.5%	1,836	74,007	2.5%	1,850	15	3,663
Construction	374,286	2.5%	9,357	377,389	2.5%	9,435	78	19,394
Manufacturing	304,166	2.5%	7,604	303,675	2.5%	7,592	(12)	(3,069)
Wholesale Trade	229,557	2.5%	5,739	229,833	2.5%	5,746	7	1,725
Retail Trade	507,190	2.5%	12,680	509,202	2.5%	12,730	50	12,575
Transportation/Utilities	448,853	2.5%	11,221	457,215	2.5%	11,430	209	52,262
Total	7,175,765	20%	2,256,805	7,310,866	20%	2,311,344	54,539	**13,634,738**
Annual Average								**13,634,738**
							Estimated Annual Capture: PLANO/ ALLEN SUBMARKET (%)	**5.0% - 6.0%**
							Est. Annual Office Space Absorption: PLANO/ ALLEN SUBMARKET (SF)	**681,737 - 818,084**
							Estimated Annual Capture: CELINA DYNAVEST (%) 5/	**5.0% - 10.0%**
							Est. Annual Office Space Absorption: CELINA DYNAVEST (SF)	**34,087 - 81,808**
							Annual Average (SF):	**57,948**

Notes:

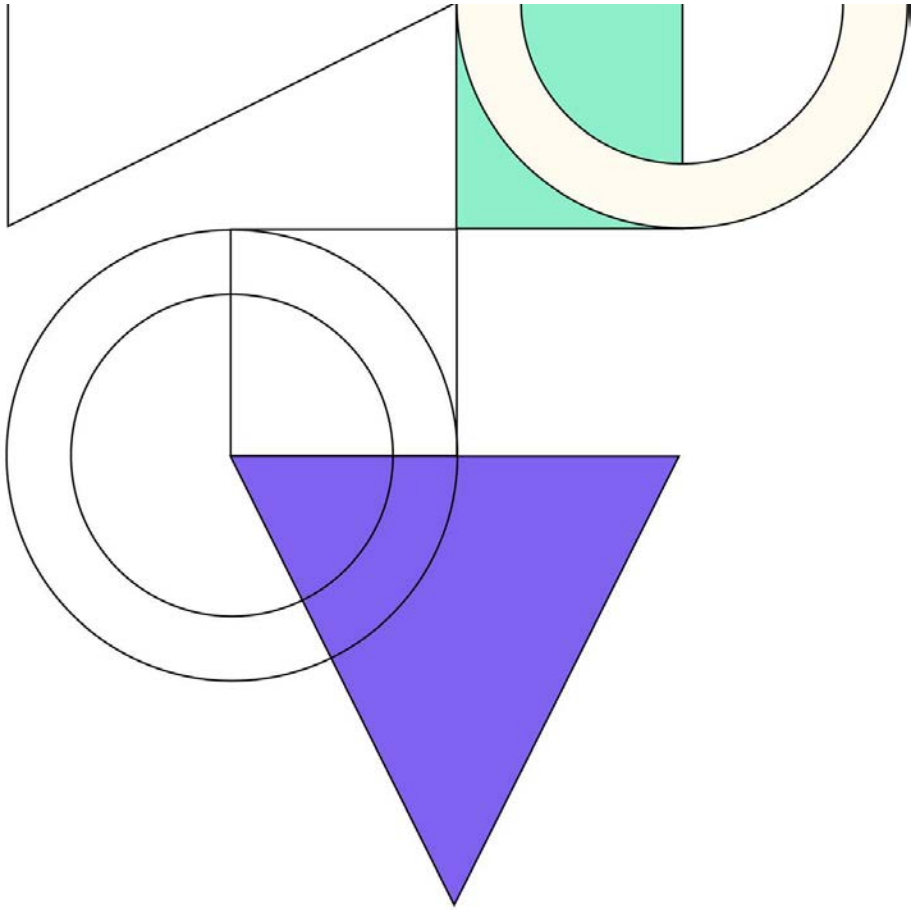
1/ Per Woods and Poole Economics, Inc.

2/ Zonda Estimate

3/ Per Woods and Poole Economics, Inc.

4/ Assumes 250 square feet per employee for traditional office users and 250 square feet per employee for non-traditional office users.

5/ Reflects estimated capture rate of the Plano/ Allen submarket's capture of office inventory

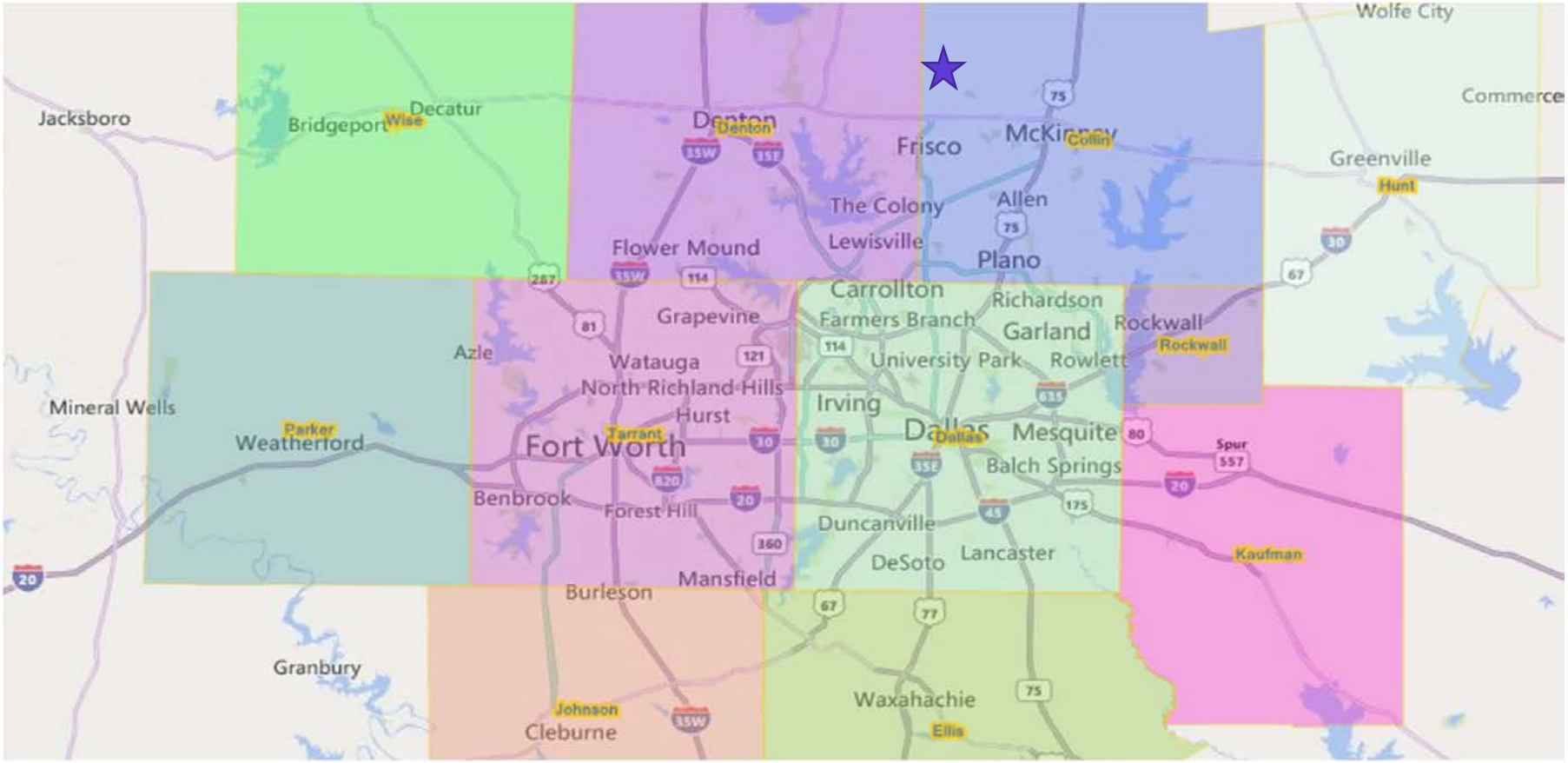


Location Analysis

Location Among Dallas-Ft. Worth MSA Counties

Location Analysis

The Subject Property is located along the future extension of the Dallas North Tollway in Celina, Texas. While located 44 miles north of Downtown Dallas, the Subject Property offers relatively easy access to other employment concentrations including Frisco (16 miles), McKinney (20 miles), Denton (30 miles), and Plano/Richardson (35 miles). The Subject Property should benefit from commercial and residential growth continuing to push north along the Dallas North Tollway corridor in Collin County.

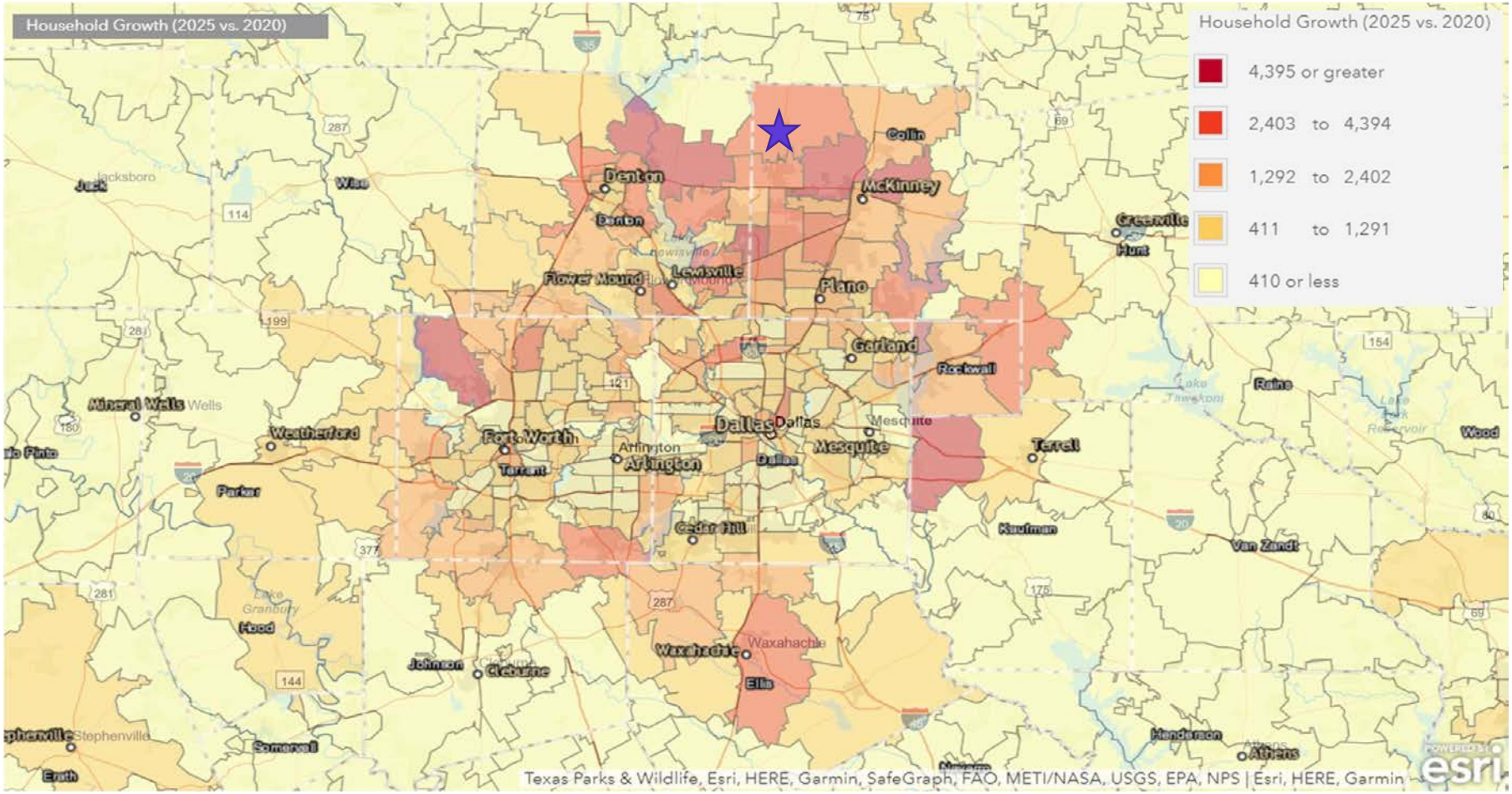


113 *Source: Zonda*

Household Growth by Zip Code

Location Analysis

Strong levels of household growth are projected for the Subject Property zip code between 2020 and 2025. With significant development activity occurring along both the Dallas North Tollway and Highway 380, the Subject Property is located in one of the strongest growth corridors in the Dallas-Ft. Worth MSA.

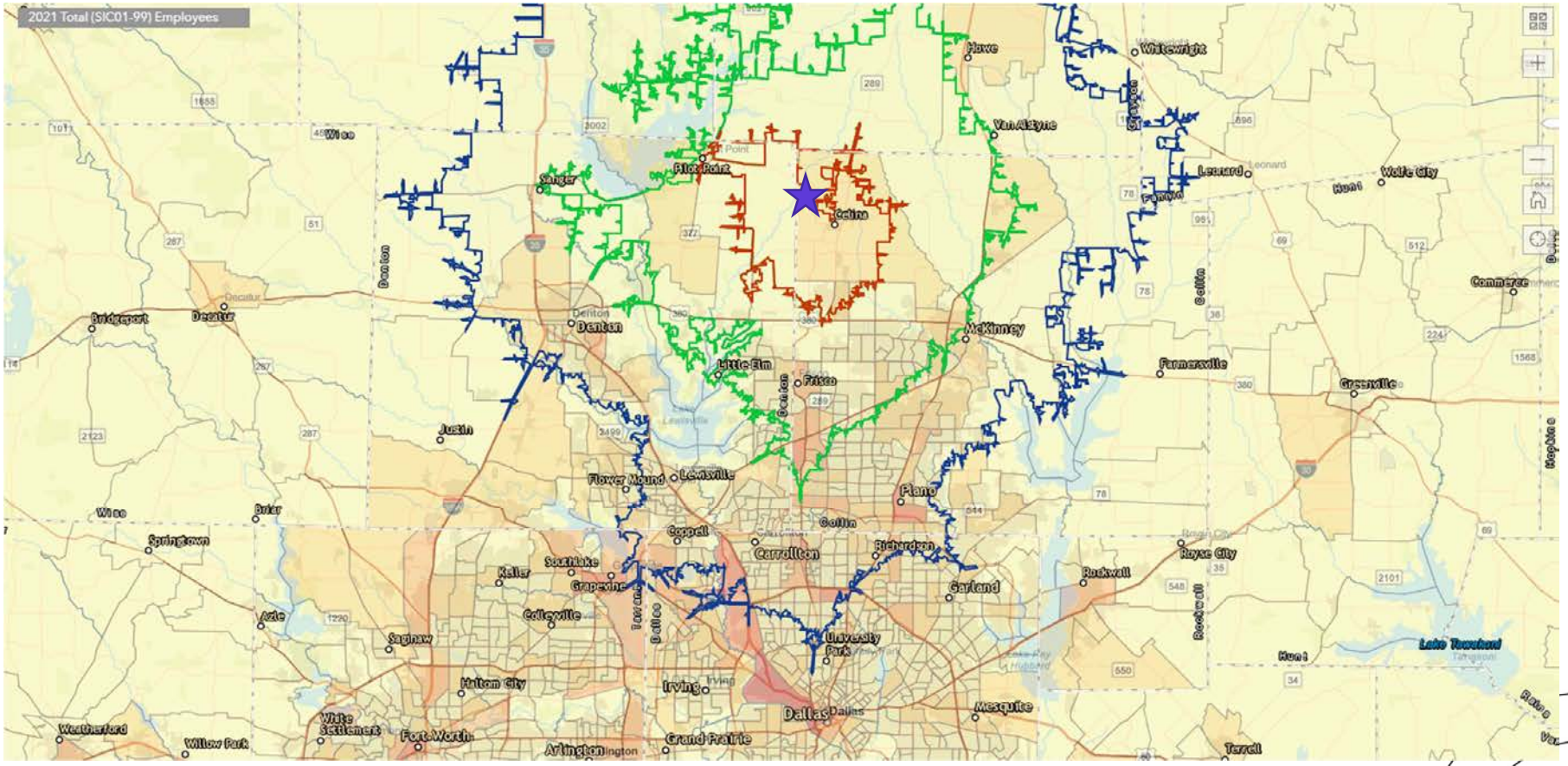


[114] *Source: ESRI*

Regional Proximity to Employment

Location Analysis

Most substantial employment concentrations are 30 to 60 minutes from the Subject Property. While the Subject Property is located within a 30-minute drive to employment concentrations in Frisco / North Plano (Dallas North Tollway and Highway 121) and McKinney, employment centers around DFW Airport, South Plano / Richardson, or Downtown Dallas are 45 to 60 minutes away. As the Dallas North Tollway continues to expand north, commute times (sans traffic) would be reduced.

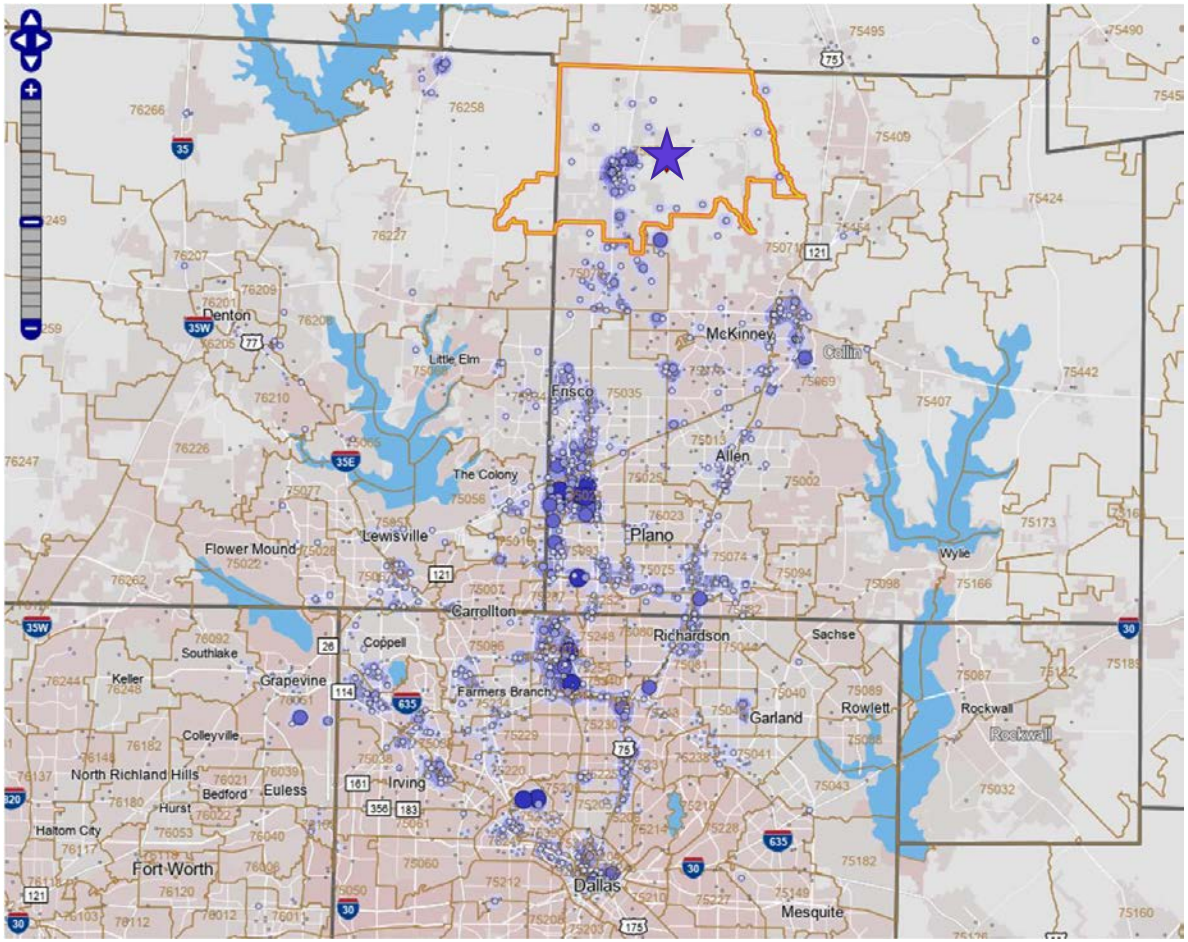


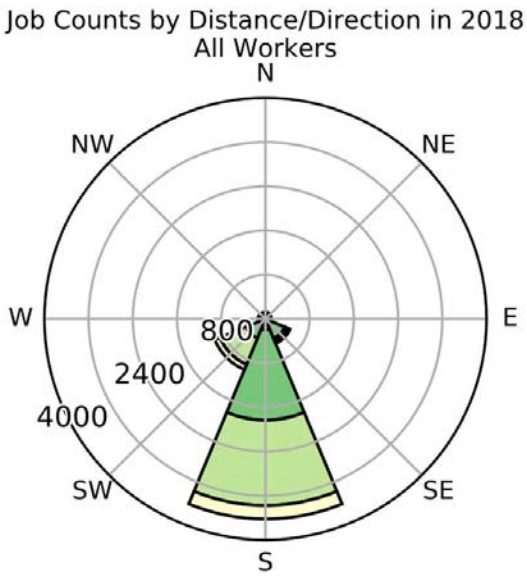
[115] *Source: ESRI*

Commute Patterns

Location Analysis

Residents of the Subject Property zip code typically work commute south into closer-in locations in Collin and Dallas counties. Roughly 42% of residents in the Subject Property zip code commute 10 to 24 miles to work, while 39% commute over 25 miles to work. Key employment destinations for residents include Dallas (18%), Plano (15%), Frisco (7%), and McKinney (6%).

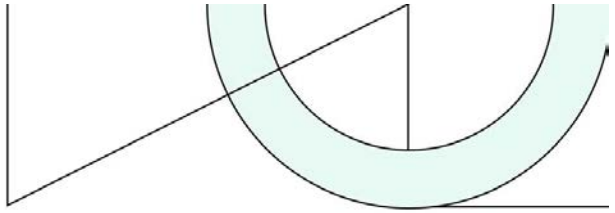




Jobs by Distance - Home Census Block to Work Census Block

	2018 Count	2018 Share
Total Private Primary Jobs	5,647	100.0%
Less than 10 miles	599	10.6%
10 to 24 miles	2,363	41.8%
25 to 50 miles	2,178	38.6%
Greater than 50 miles	507	9.0%

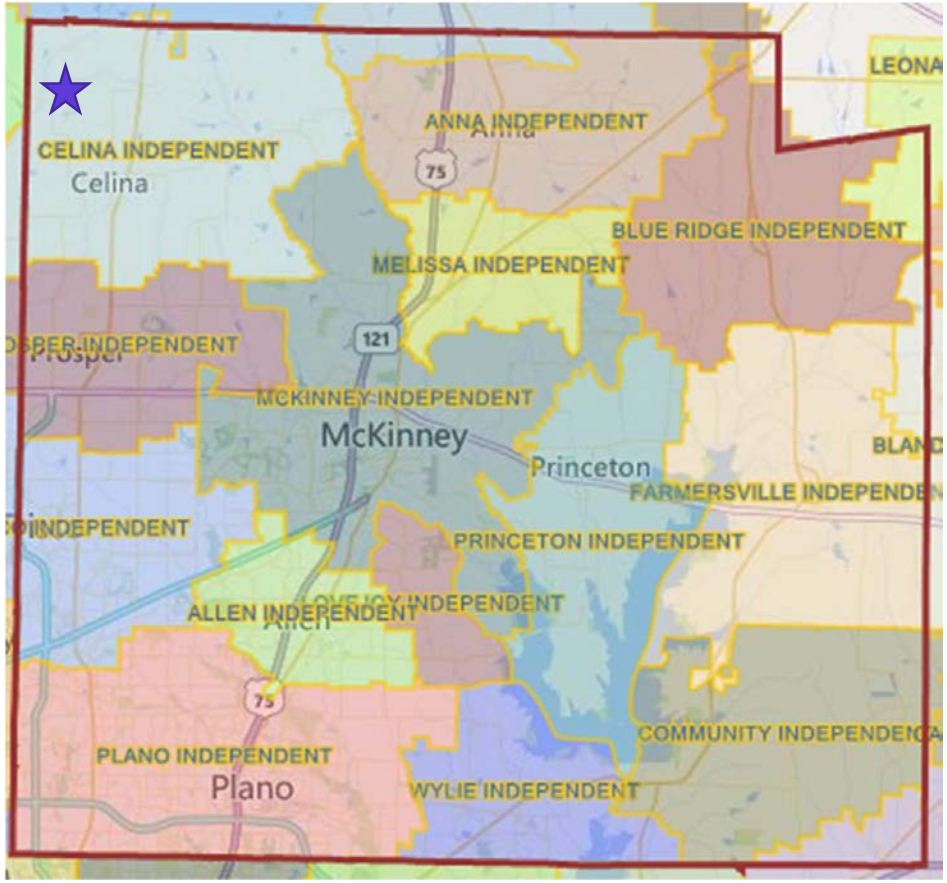
[116] *Source: Census Bureau*



School Performance

Location Analysis

The Subject Property is served by the above average rated Celina ISD. The Celina ISD received an above average rating of 7.5/10 from Greatschools.org and an "A" rating from the Texas Education Agency (TEA). Individual schools currently serving the Subject Property received "A" (middle) and "B" (elementary and high) from the TEA. Surrounding districts received "A" and "B" ratings from the TEA. With the likely inclusion of onsite elementary campuses at the Subject Property, the current lower rating of Celina Elementary (versus the "A" rating of O'Dell Elementary in the Celina ISD) will likely be mitigated over time.



District Rank	School District	Great Schools Avg. Score	Number of Schools
7	Celina Independent School District	7.5	3

Rank	Elementary Schools	Great School Score	TEA Grade
2	Celina Elementary School	5/10	B (84)

Rank	Middle School	Great School Score	Great School Score
1	Celina Junior High	8/10	A (90)

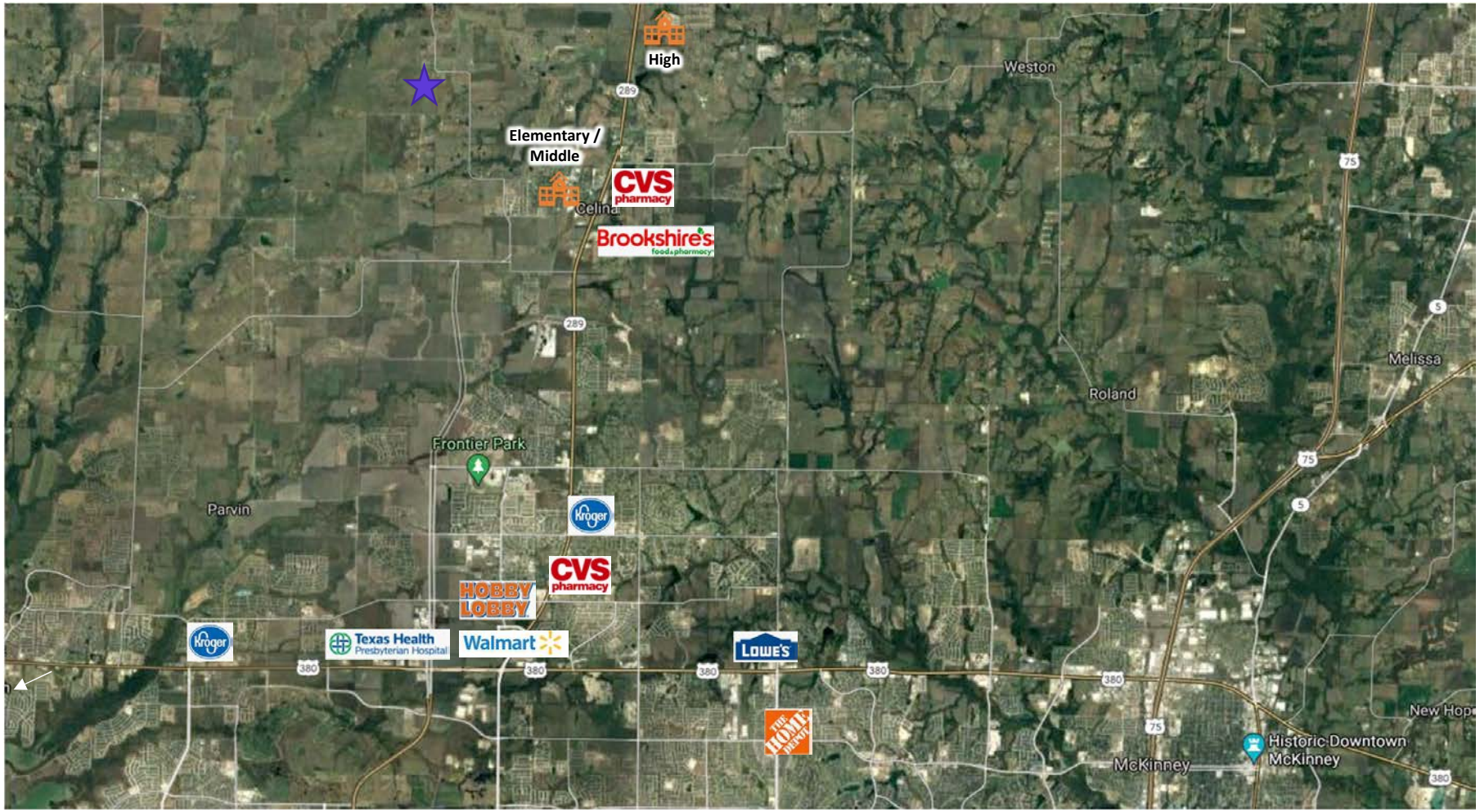
Rank	High School	Great School Score	Great School Score
1	Celina High School	7/10	B (89)

[117] *Source: Greatschools.org; Texas Education Agency (TEA)*

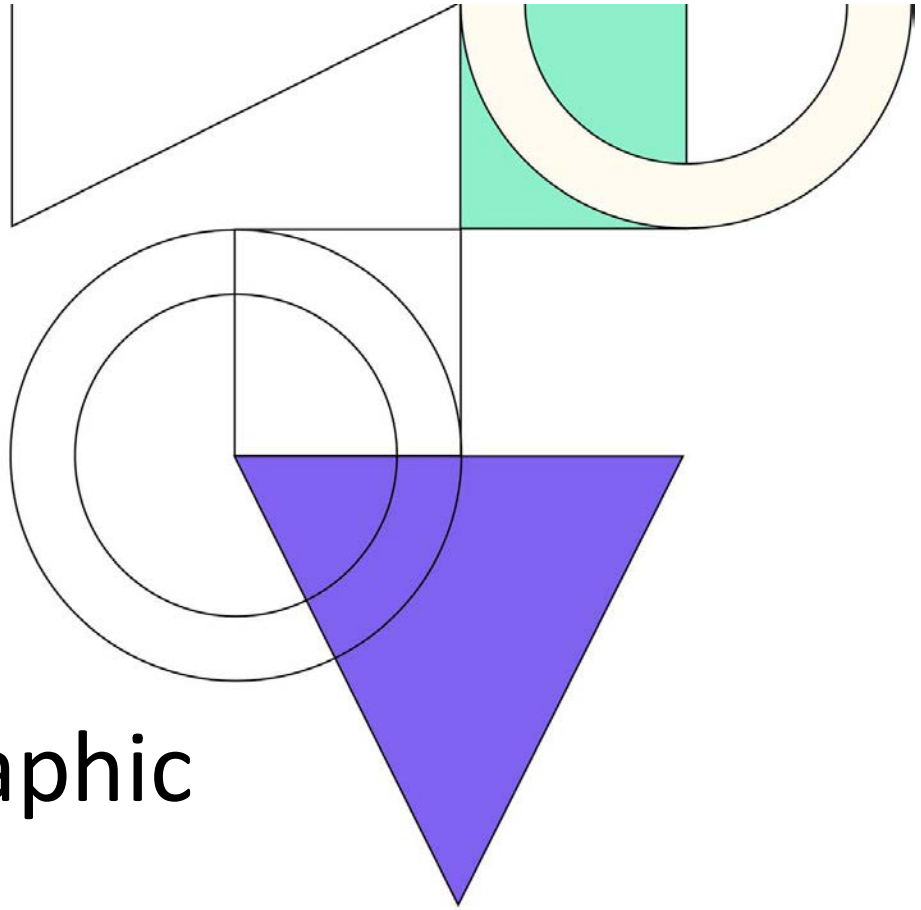
Proximity to Local Services

Location Analysis

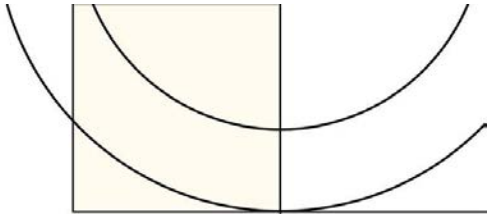
Although this will improve over time, local services are limited around the Subject Property. While significant development activity is pushing north in Collin County, local area services remain limited. Celina offers a Brookshire's grocery store, but larger format shopping centers (Kroger, Walmart, etc.) are 13 miles to the south in Prosper. Schools serving the Subject Property are three to seven miles away.



118 *Source: Google Maps*



Economic & Demographic Analysis

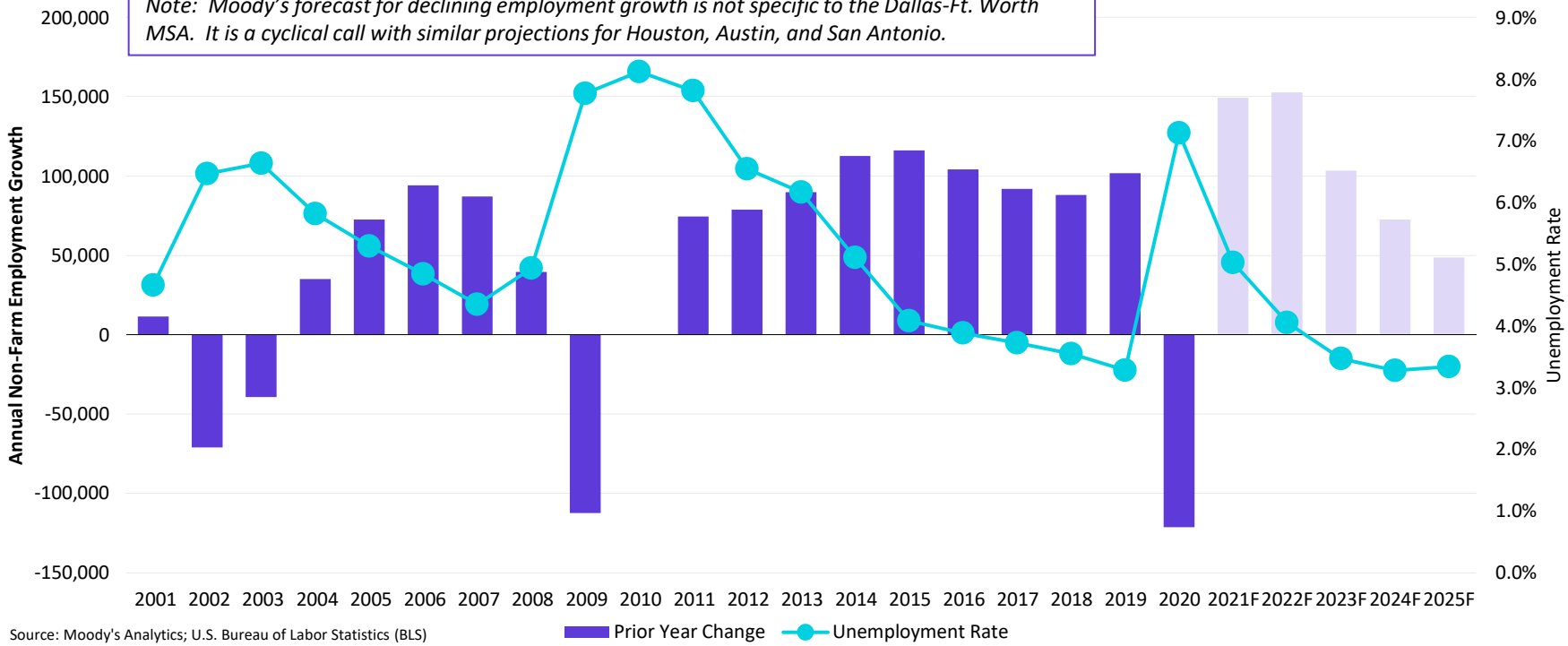


Annual Employment Growth vs. Unemployment

Economic & Demographic Analysis

After nearly a decade of strong growth, the number of new jobs added in the Dallas-Ft. Worth MSA declined sharply in 2020 due to COVID-19. Economists at Zonda and Moody's project a sharp rebound with all jobs lost in 2020 regained by 2021. Moody's is projecting an average of 105,300 new jobs added per year between 2021 and 2025.

Note: Moody's forecast for declining employment growth is not specific to the Dallas-Ft. Worth MSA. It is a cyclical call with similar projections for Houston, Austin, and San Antonio.



Source: Moody's Analytics; U.S. Bureau of Labor Statistics (BLS)

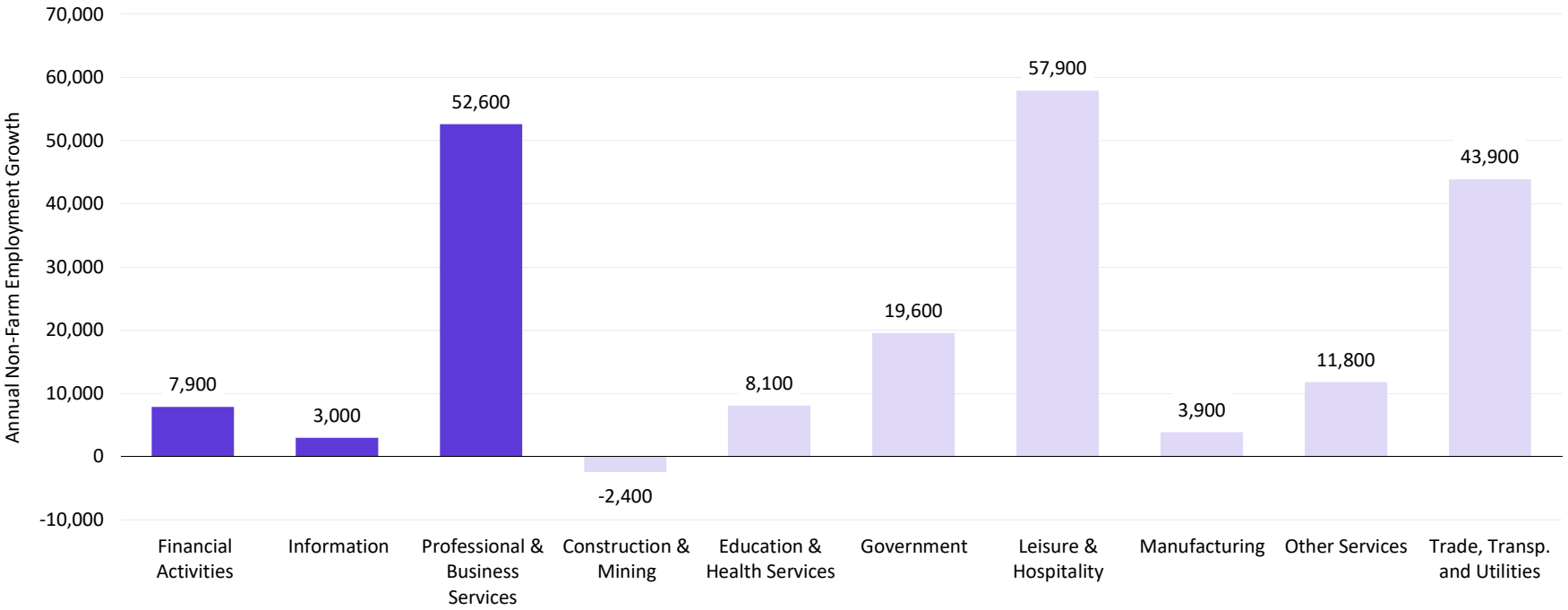
Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021F	2022F	2023F	2024F	2025F
Non-Farm Employment	3,006,492	3,085,233	3,175,042	3,287,700	3,403,867	3,508,083	3,599,983	3,688,000	3,789,792	3,668,525	3,817,839	3,970,524	4,073,858	4,146,424	4,195,089
Prior Year Change	74,558	78,742	89,808	112,658	116,167	104,217	91,900	88,017	101,792	(121,267)	149,314	152,685	103,334	72,566	48,666
Annual % Change	2.5%	2.6%	2.9%	3.5%	3.5%	3.1%	2.6%	2.4%	2.8%	-3.2%	4.1%	4.0%	2.6%	1.8%	1.2%
Unemployment Rate	**7.8%**	**6.5%**	**6.2%**	**5.1%**	**4.1%**	**3.9%**	**3.7%**	**3.6%**	**3.3%**	**7.1%**	**5.0%**	**4.1%**	**3.5%**	**3.3%**	**3.3%**

Employment by Industry

Economic & Demographic Analysis

With favorable comparisons to June 2020, most employment sectors are adding jobs in the Dallas-Ft. Worth MSA. As of June 2021, 90% of employment sectors are adding jobs year-over-year. At the height of the COVID-19 outbreak, the market shed 405,800 jobs. To date, the Metroplex has regained nearly 92% of the overall jobs lost at the height of the pandemic.



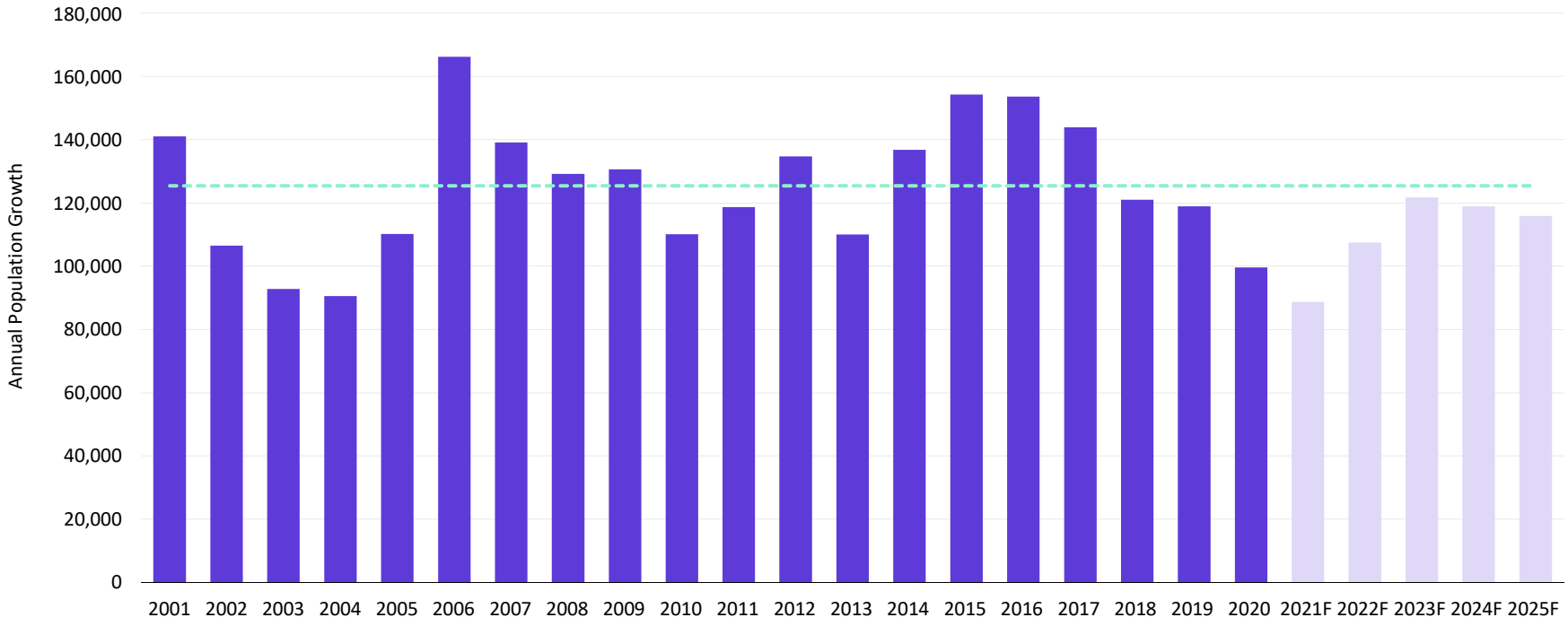
Source: Moody's Analytics; U.S. Bureau of Labor Statistics (BLS)

Category	Financial Activities	Information	Professional & Business Services	Construction & Mining	Education & Health Services	Government	Leisure & Hospitality	Manufacturing	Other Services	Trade, Transp. and Utilities
Current Month (Jun-2021)	330,500	79,800	660,300	216,400	446,400	448,900	375,900	282,000	121,600	824,000
Current Month (Jun-2020)	322,600	76,800	607,700	218,800	438,300	429,300	318,000	278,100	109,800	780,100
12-Month Change	**7,900**	**3,000**	**52,600**	**-2,400**	**8,100**	**19,600**	**57,900**	**3,900**	**11,800**	**43,900**

Annual Population Growth

Economic & Demographic Analysis

The Dallas-Ft. Worth MSA added an average of 127,400 new residents per year over the past five years. Strong domestic in-migration (average of 51,700 people per year since 2016) is fueling population growth in the Dallas-Ft. Worth MSA. Moody's is projecting that the Metroplex will add an average of 110,500 new residents per year between 2021 and 2025.



Source: Moody's Analytics; U.S. Census Bureau (BOC)

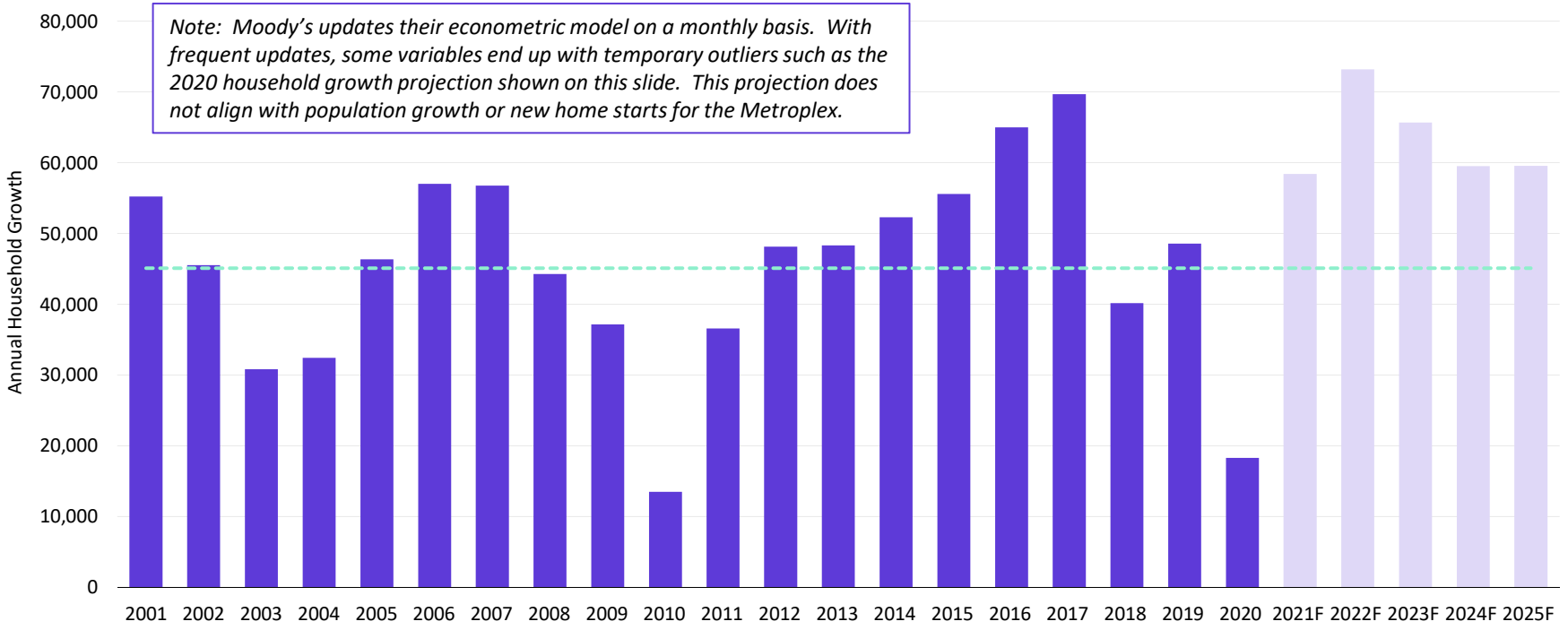
Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021F	2022F	2023F	2024F	2025F
Total Population	6,570,533	6,705,242	6,815,315	6,952,140	7,106,411	7,259,998	7,403,925	7,524,963	7,643,907	7,743,538	7,832,242	7,939,689	8,061,411	8,180,311	8,296,153
Prior Year Change	118,700	134,709	110,073	136,825	154,271	153,587	143,927	121,038	118,944	99,631	88,704	107,448	121,722	118,900	115,841
Annual % Change	**1.8%**	**2.1%**	**1.6%**	**2.0%**	**2.2%**	**2.2%**	**2.0%**	**1.6%**	**1.6%**	**1.3%**	**1.1%**	**1.4%**	**1.5%**	**1.5%**	**1.4%**

Annual Household Growth

Economic & Demographic Analysis

The Dallas-Ft. Worth MSA added an average of 48,300 new households per year over the past five years, fueling growth in the new home market. Moody's projects stronger growth levels between 2021 and 2025 (average of 63,200 new households per year). This amount of household growth could propel the new home market in the Metroplex to record high activity levels.



Source: Moody's Analytics; U.S. Census Bureau (BOC)

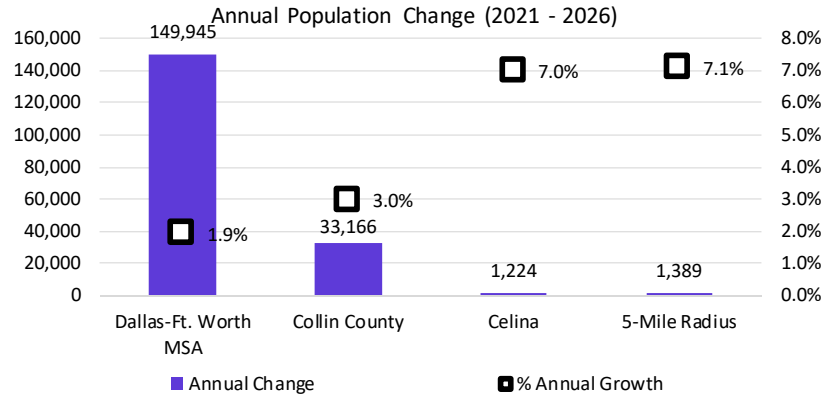
Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

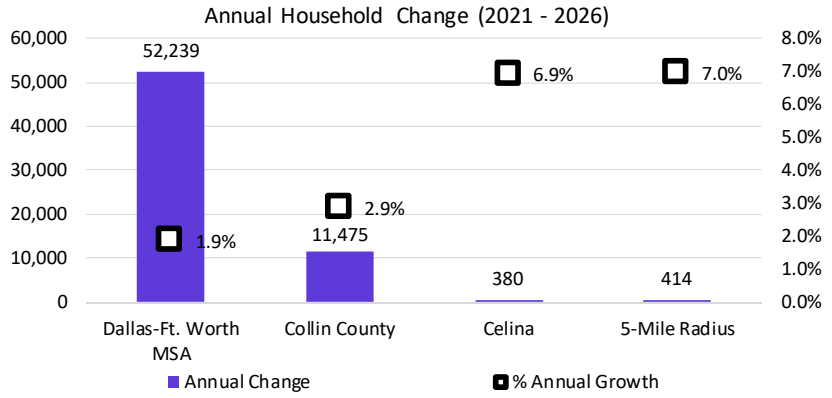
Category	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021F	2022F	2023F	2024F	2025F
Total Households	2,368,561	2,416,675	2,464,966	2,517,230	2,572,777	2,637,747	2,707,396	2,747,542	2,796,098	2,814,381	2,872,772	2,945,910	3,011,557	3,071,052	3,130,568
Prior Year Change	36,579	48,114	48,291	52,264	55,547	64,970	69,648	40,147	48,556	18,282	58,391	73,138	65,647	59,495	59,515
Annual % Change	**1.6%**	**2.0%**	**2.0%**	**2.1%**	**2.2%**	**2.5%**	**2.6%**	**1.5%**	**1.8%**	**0.7%**	**2.1%**	**2.5%**	**2.2%**	**2.0%**	**1.9%**

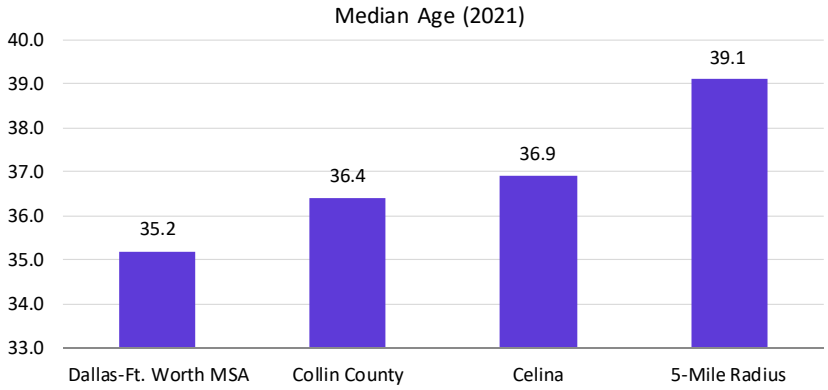
Demographic Characteristics

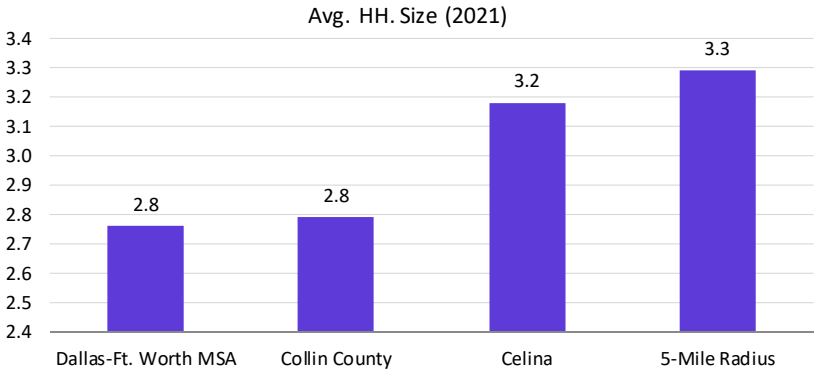
Economic & Demographic Analysis

Projected growth levels within Celina and the surrounding area are significantly higher than the overall market. Given strong development activity, expected household growth in Celina and the surrounding area is more than double the expected growth level across Collin County. The average household size in Celina and the surrounding area indicates a strong presence of families. Based upon product and pricing, young, growing, and maturing families will be a key buyer demographic at the Subject Property.







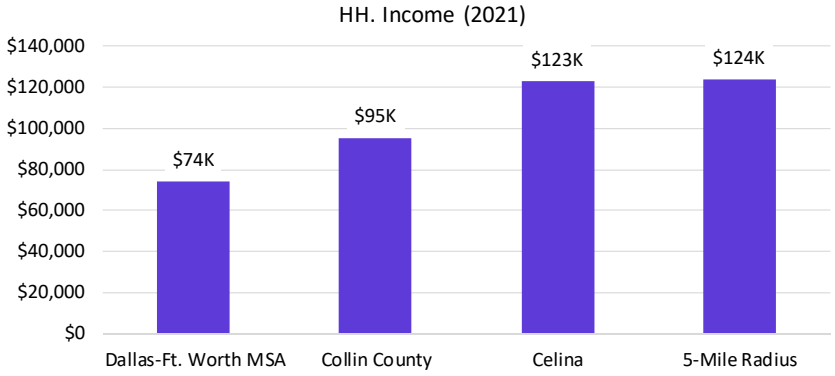


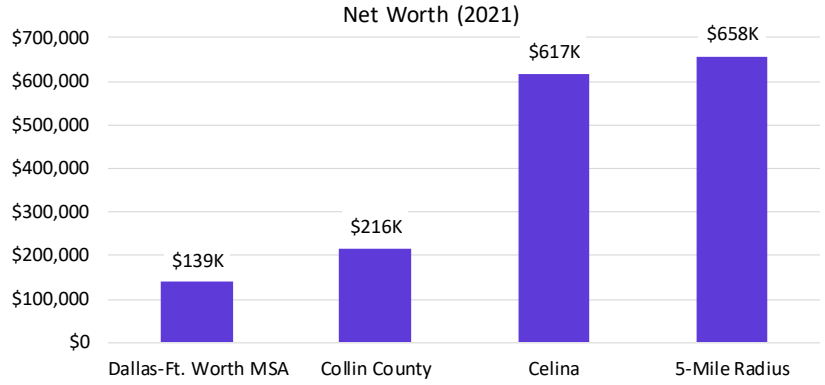
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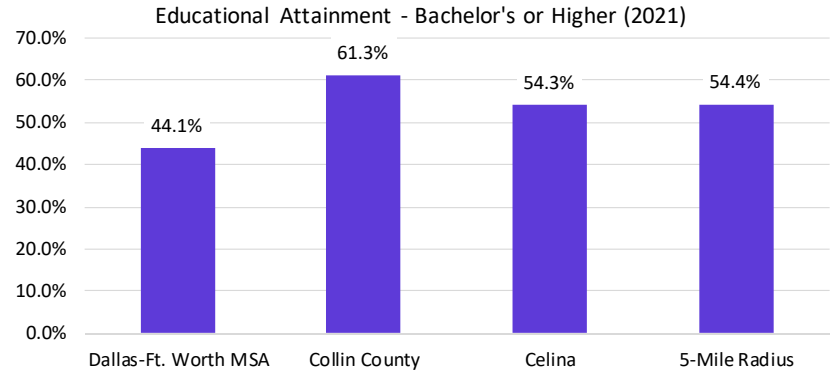
Demographic Characteristics

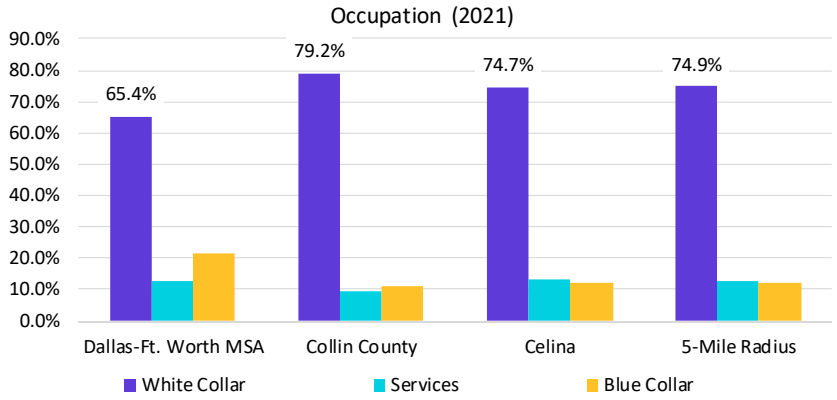
Economic & Demographic Analysis

Celina and the surrounding area are more affluent than both broader Collin County and the Metroplex. With many new residents in the CMA relocating from closer-in, higher priced areas in the Metroplex (i.e. Frisco, Plano, etc.) or from out of state, the CMA generally has higher household income and net worth levels than either Collin County or the broader market. This bodes well for the demand potential of the Subject Property (price points will generally target households earning over $100,000 per year).







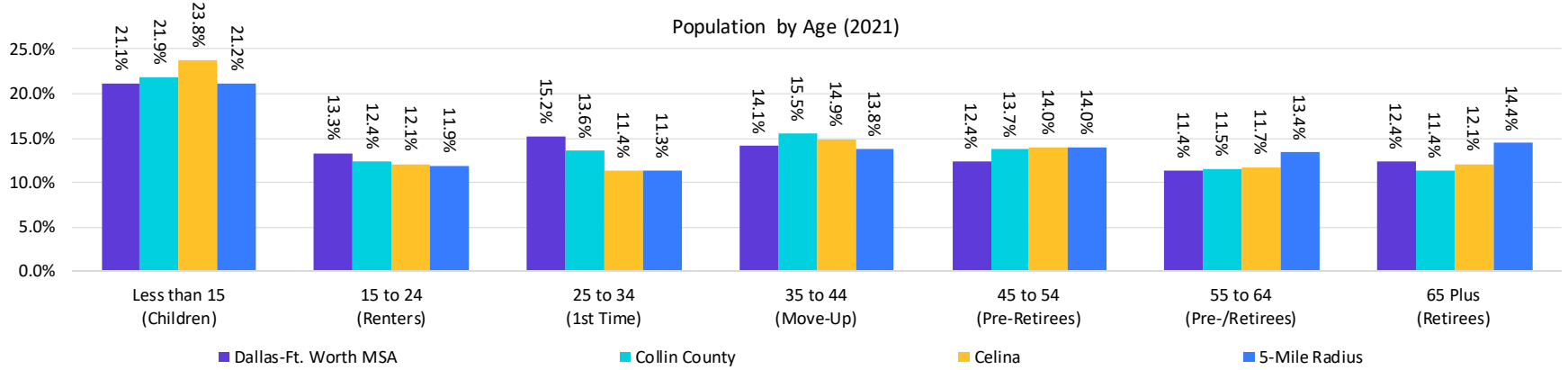


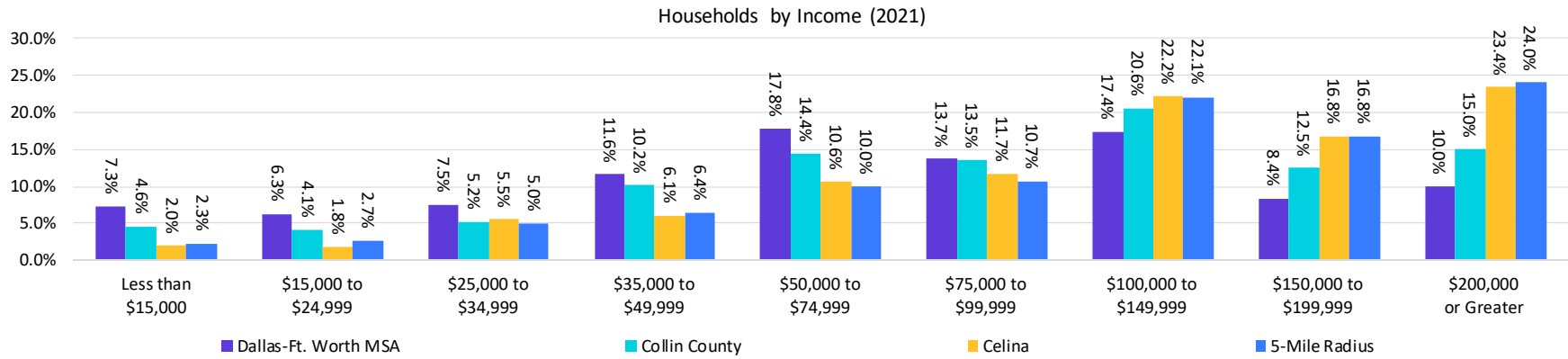
Source: ESRI

Age & Income Distributions

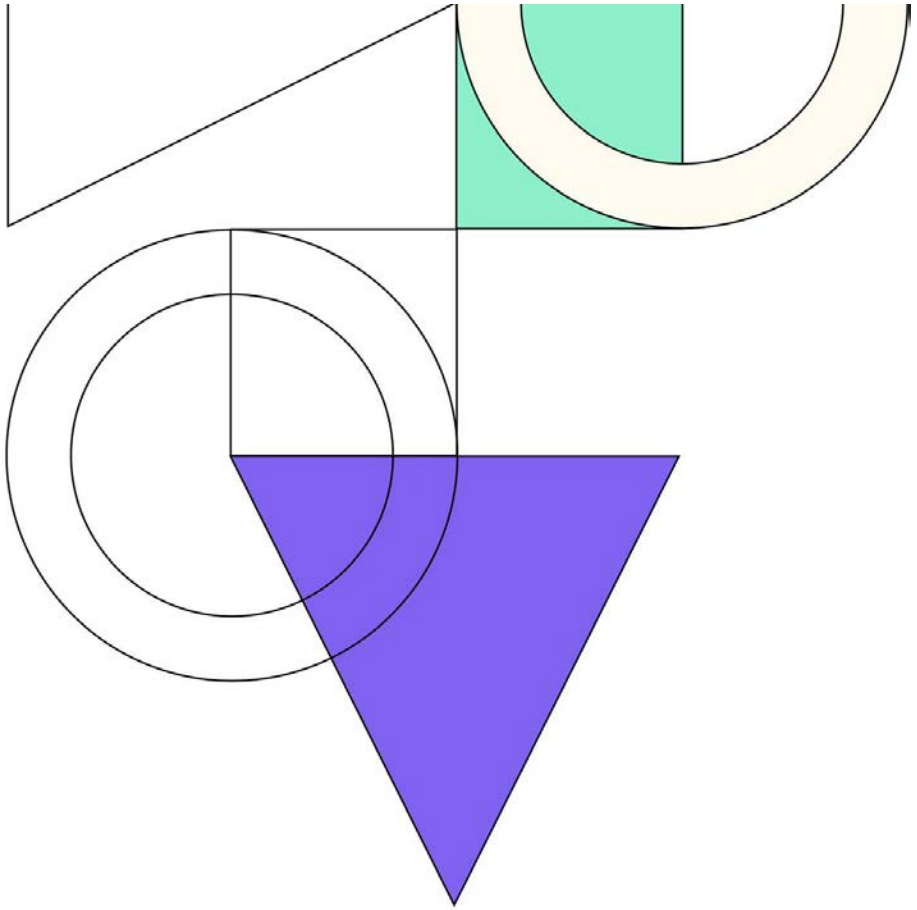
Economic & Demographic Analysis

Most households in Celina and the surrounding area earn over $100,000 per year. Over 62% of households in the surrounding area earn over $100,00 per year versus 36% in the broader Dallas-Ft. Worth MSA. Based upon age distributions, Celina and the surrounding area has a strong mix of younger singles/couples, families, and empty-nester / retirees. Our recommendations allow the Subject Property to target potential buyers across various age and income segments.





Source: ESRI

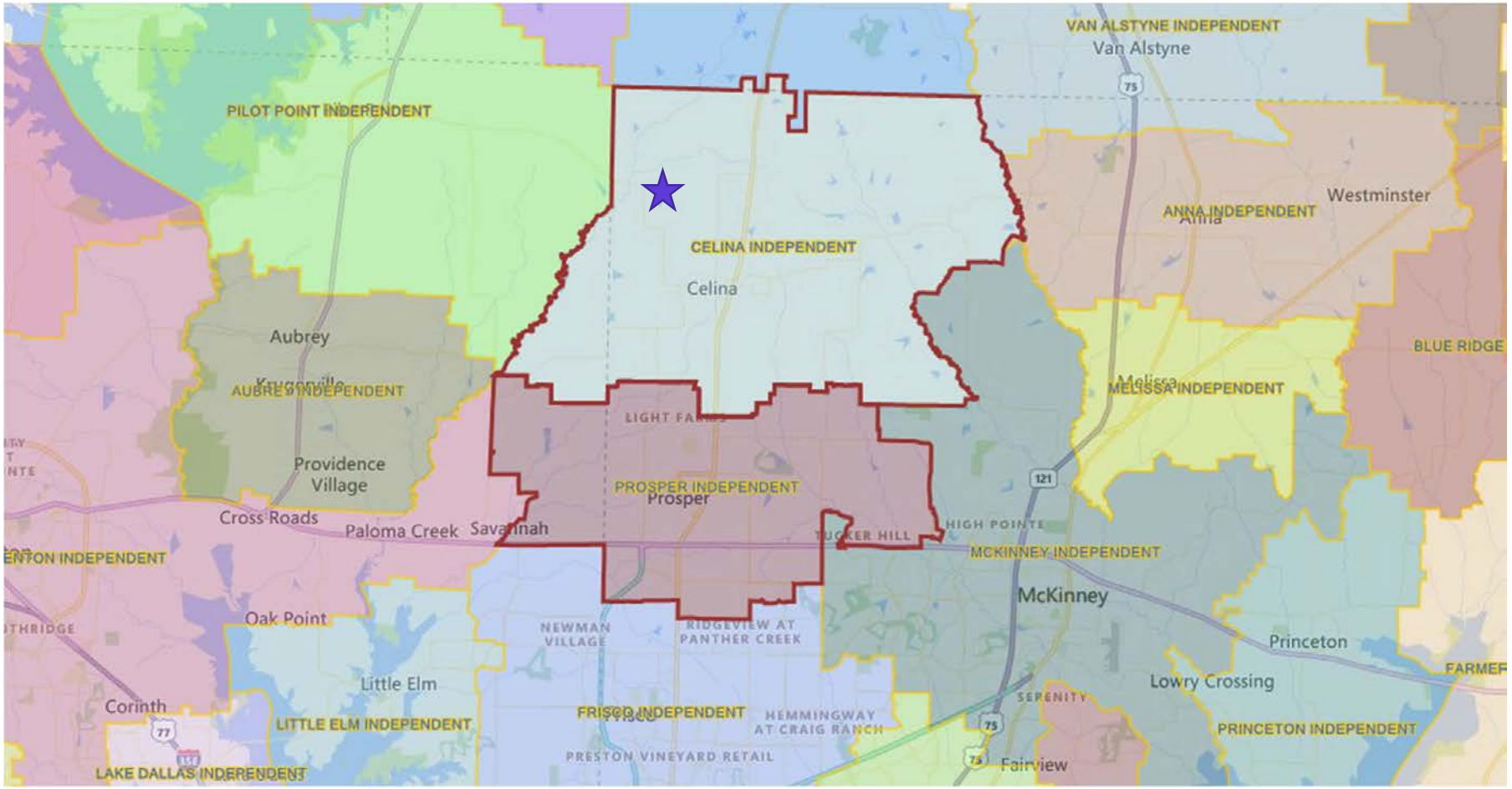


Housing Market Analysis

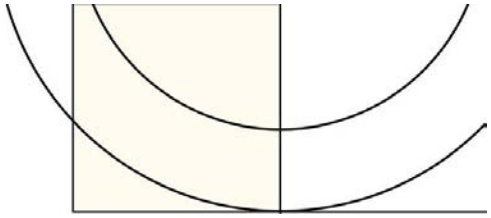
Definition of the Competitive Market Area (CMA)

Housing Market Analysis

The CMA for the Subject Property accounted for roughly 8% of new home starts in the Dallas-Ft. Worth MSA between 3Q20 and 2Q21. We defined the CMA as the boundaries for the Celina and Prosper ISDs. While a broad area, much of the new home activity in the CMA is occurring along and west of Highway 289 (Preston Road). Since 2Q19, annual new home starts in the CMA increased 31%.



128 *Source: Zonda*



New Housing Summary

Housing Market Analysis

There are nearly 4,500 vacant developed lots in the CMA. VDL levels within the CMA equate to 13.7 months of supply (below the equilibrium point of 20 to 24 months). An additional 2,484 lots currently under development in the CMA are expected to be delivered in coming quarters. While there are an additional 41,934 future/potential lots in the CMA, these are approved plats showing no development activity that are not expected to enter the market over the next 24 months. Nearly 64% of future platted lots are found in 12 communities in the CMA that feature between 1,069 and 7,000 lots (including the Subject Property). Given current start levels, VDL, and lots under development, it appears that lot supply levels will remain constrained over the next several quarters.

	Annual			New Housing Inventory				Vacant	Future Lots - Capital Improvement						Future Lots
2Q21 Activity			Lot	Finished/	Under			Developed	Survey	Equipment		Street	Streets		Vacant
Attached and Detached	Starts	Closings	Delivery	Vacant	Construction	Models	Total	Lots	Stakes	Onsite	Excavation	Paving	Installed	Total	Land
Dallas-Ft. Worth MSA	49,733	45,074	47,133	2,725	23,622	1,108	27,455	55,803	426	12,445	26,651	13,293	10,705	63,520	324,274
Collin County	12,193	10,807	11,465	883	5,811	300	6,994	12,719	295	2,022	2,408	2,674	2,683	10,082	73,650
As a % of Dallas-Ft. Worth MSA	24.5%	24.0%	24.3%	32.4%	24.6%	27.1%	25.5%	22.8%	69.2%	16.2%	9.0%	20.1%	25.1%	15.9%	22.7%
CMA	3,966	3,159	3,688	212	2,282	122	2,616	4,515	0	361	1,846	109	168	2,484	41,934
As a % of Dallas-Ft. Worth MSA	8.0%	7.0%	7.8%	7.8%	9.7%	11.0%	9.5%	8.1%	0.0%	2.9%	6.9%	0.8%	1.6%	3.9%	12.9%
	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. Metrostudy 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.

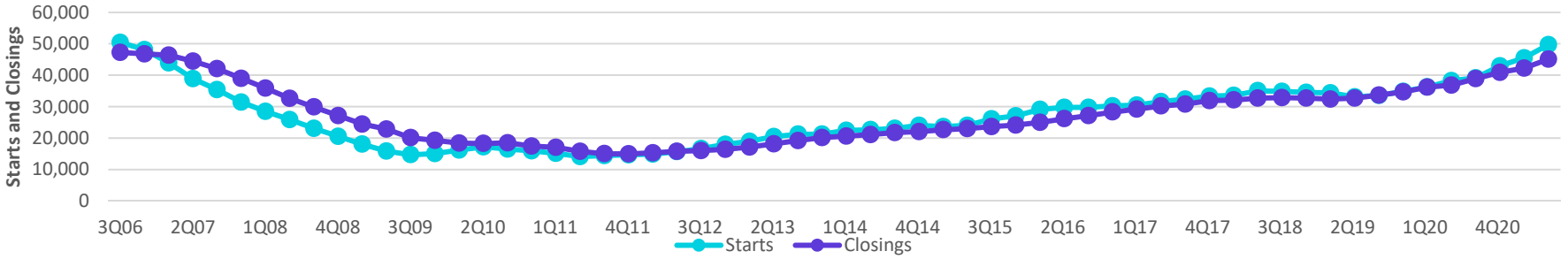
Future Lots: Lots that are platted, but not yet developed.

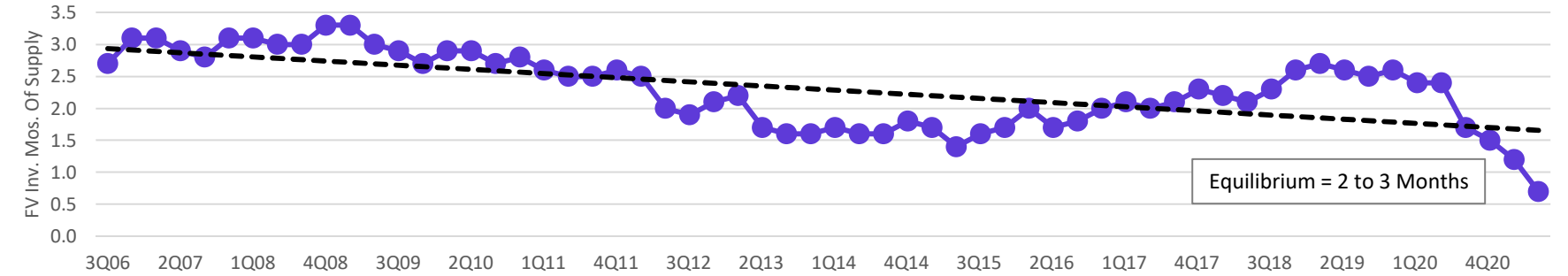
 Source: Zonda

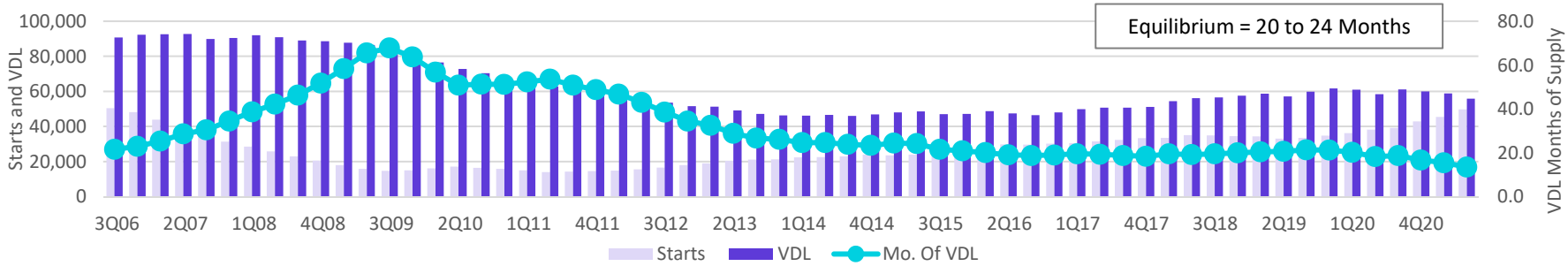
New Home Market Trends (Dallas-Ft. Worth MSA)

Housing Market Analysis

Annual new home starts in the Dallas-Ft. Worth MSA increased 30% since 2Q20. The Dallas-Ft. Worth MSA is potentially on track to top 50,000 starts in 2021 (nearing highs achieved prior to the Great Recession). Both VDL (13.5 months of supply) and finished vacant inventory (0.7 months of supply) levels are at record lows.





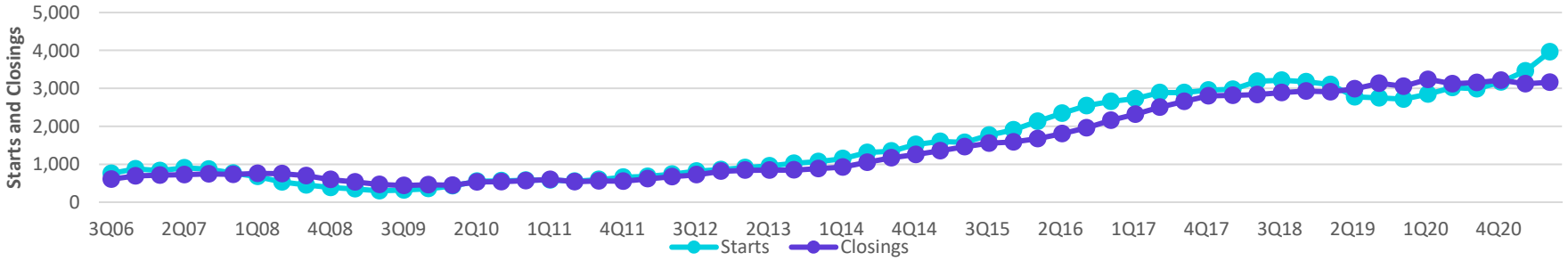


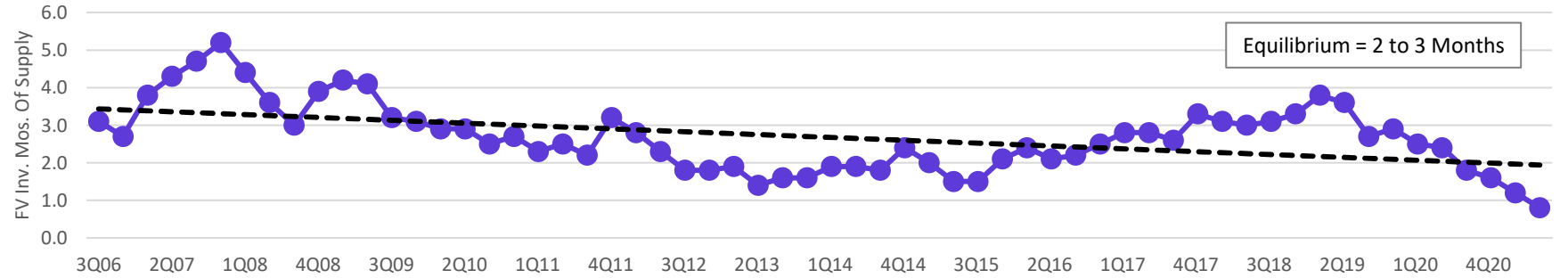
[130] *Source: Zonda*

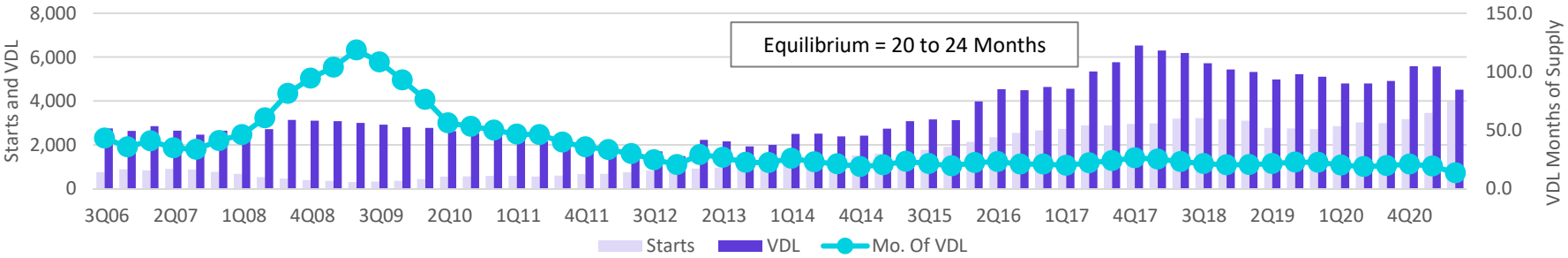
New Home Market Trends (CMA)

Housing Market Analysis

Annual new home starts in the CMA increased 31% since 2Q20. After trending flat since 2017, start activity significantly increased over the past two quarters in the CMA. Both VDL (13.7 months of supply) and finished vacant inventory (0.8 months of supply) levels are at record lows.





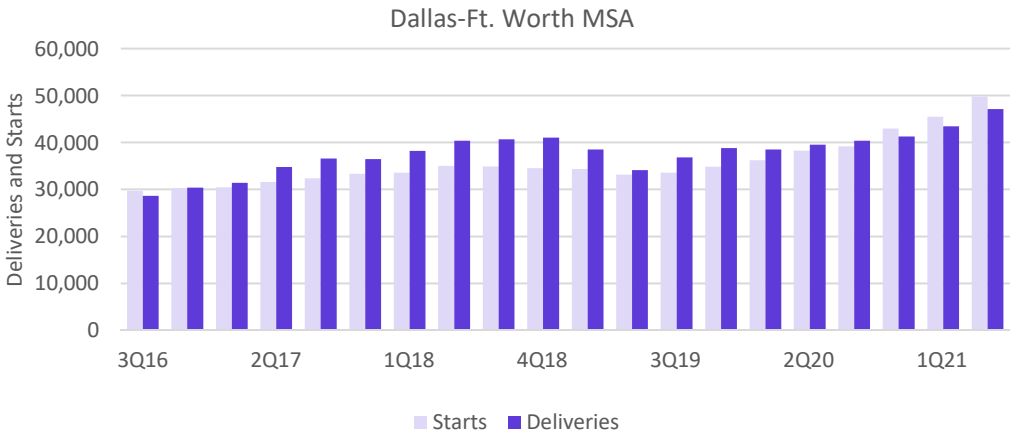


[131] *Source: Zonda*

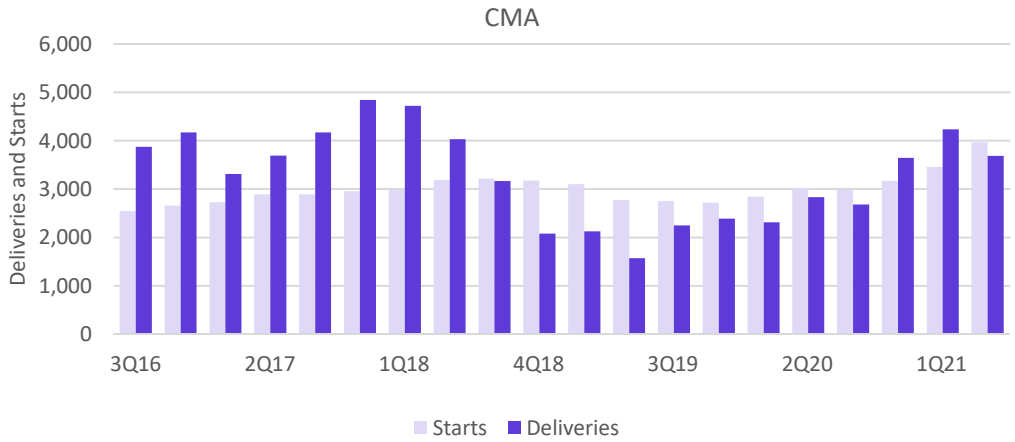
Annual Lot Deliveries

Housing Market Analysis

New home starts have generally outpaced lot deliveries in the CMA since 2018. Both new home starts (up 31%) and lot deliveries (up 30%) increased significantly since 2Q20. With starts outpacing lot deliveries by nearly 1,700 lots over the past three years, the CMA has become significantly more supply constrained.



Source: Zonda



Source: Zonda

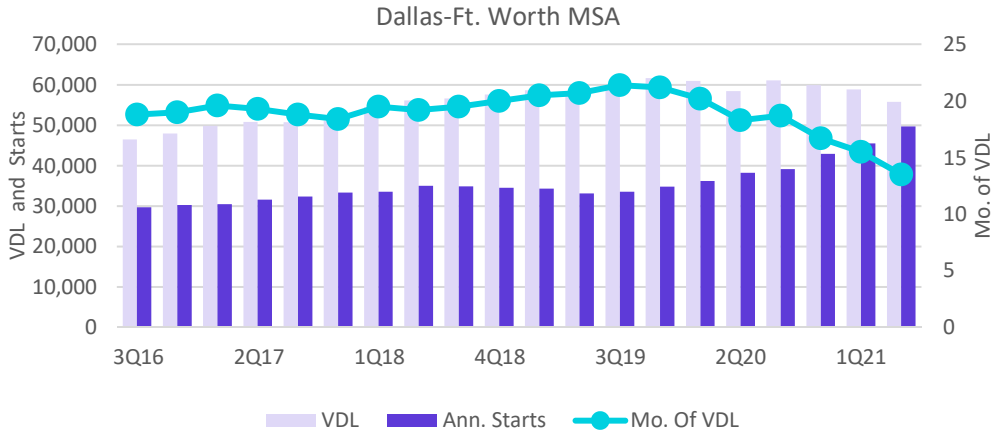
Quarter/ Year	Dallas-Ft. Worth MSA Ann. Lot Deliveries	Ann. Starts	Deliv. to Starts	CMA Ann. Lot Deliveries	Ann. Starts	Deliv. to Starts
4Q17	36,447	33,323	3,124	4,842	2,954	1,888
1Q18	38,183	33,554	4,629	4,716	2,978	1,738
2Q18	40,377	35,040	5,337	4,031	3,190	841
3Q18	40,699	34,876	5,823	3,169	3,213	(44)
4Q18	41,060	34,549	6,511	2,080	3,176	(1,096)
1Q19	38,506	34,333	4,173	2,130	3,102	(972)
2Q19	34,129	33,130	999	1,574	2,777	(1,203)
3Q19	36,807	33,562	3,245	2,248	2,753	(505)
4Q19	38,838	34,837	4,001	2,390	2,715	(325)
1Q20	38,505	36,237	2,268	2,314	2,848	(534)
2Q20	39,525	38,273	1,252	2,832	3,021	(189)
3Q20	40,376	39,161	1,215	2,682	2,987	(305)
4Q20	41,247	42,951	(1,704)	3,646	3,170	476
1Q21	43,429	45,511	(2,082)	4,233	3,458	775
2Q21	47,133	49,733	(2,600)	3,688	3,966	(278)

 Source: Zonda

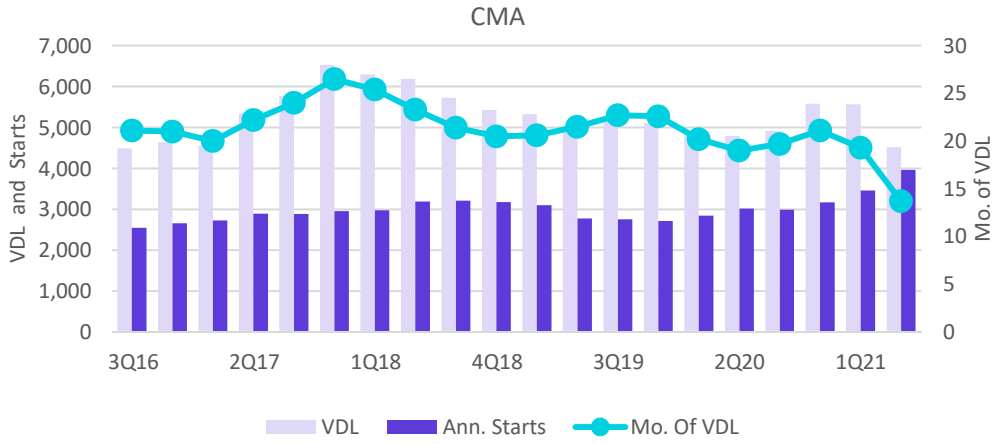
Vacant Developed Lots

Housing Market Analysis

VDL months of supply has trended significantly lower over the past year. With starts increasing 31% and VDL declining 6% between 2Q20 and 2Q21, VDL months of supply fell from 19.0 months (slightly undersupplied) to 13.7 months (significantly undersupplied). With less than 2,500 lots currently under active development (7.5 month supply), the CMA will likely remain supply constrained.



Source: Zonda

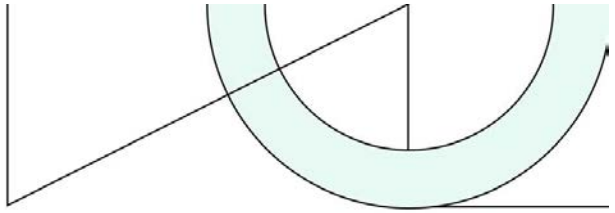


Quarter/ Year	Dallas-Ft. Worth MSA VDL	Ann. Starts	Mo. Of VDL	CMA VDL	Ann. Starts	Mo. Of VDL
4Q17	51,084	33,323	18.4	6,525	2,954	26.5
1Q18	54,489	33,554	19.5	6,298	2,978	25.4
2Q18	56,127	35,040	19.2	6,185	3,190	23.3
3Q18	56,582	34,876	19.5	5,724	3,213	21.4
4Q18	57,608	34,549	20.0	5,429	3,176	20.5
1Q19	58,675	34,333	20.5	5,326	3,102	20.6
2Q19	57,145	33,130	20.7	4,982	2,777	21.5
3Q19	59,833	33,562	21.4	5,219	2,753	22.7
4Q19	61,621	34,837	21.2	5,104	2,715	22.6
1Q20	60,955	36,237	20.2	4,792	2,848	20.2
2Q20	58,403	38,273	18.3	4,793	3,021	19.0
3Q20	61,054	39,161	18.7	4,914	2,987	19.7
4Q20	59,917	42,951	16.7	5,580	3,170	21.1
1Q21	58,873	45,511	15.5	5,567	3,458	19.3
2Q21	55,803	49,733	13.5	4,515	3,966	13.7

 Source: Zonda

New Home Starts & Closings by Base Price Range

Housing Market Analysis

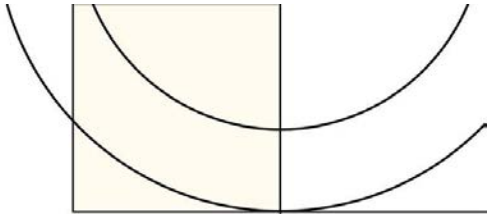


In the CMA, nearly 53% of new home starts between 3Q20 and 2Q21 were priced between $300,000 and $500,000. With less than 7% of new home starts priced below $300,000, the new home market in the CMA heavily targets move-up homebuyers. Our recommended base prices for the Subject Property ($311,000 to $485,000) target the core of new home market activity in the CMA. VDL levels are undersupplied (less than 20 months) for price points below $750,000.

	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 $749,000	$750,000 And Over	Total
ATTACHED/DETACHED PRODUCT - CMA									
VDL - Mo. Of Supply	0.0	1.4	4.7	10.3	16.6	17.1	14.0	31.4	13.7
STARTS - 2Q21	5	266	501	643	939	828	551	233	3,966
% Distribution	0.1%	6.7%	12.6%	16.2%	23.7%	20.9%	13.9%	5.9%	100.0%
VDL - 2Q21	0	32	197	554	1,296	1,183	643	609	4,514
% Distribution	0.0%	0.7%	4.4%	12.3%	28.7%	26.2%	14.2%	13.5%	100.0%

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 $749,000	$750,000 And Over	Total
ATTACHED/DETACHED PRODUCT - DALLAS-FT. WORTH MSA									
VDL - Mo. Of Supply	5.6	7.5	11.3	13.6	15.2	21.1	22.0	36.9	13.5
STARTS - 2Q21	3,936	9,900	10,480	7,890	9,068	4,068	2,626	1,766	49,734
% Distribution	7.9%	19.9%	21.1%	15.9%	18.2%	8.2%	5.3%	3.6%	100.0%
VDL - 2Q21	1,840	6,218	9,879	8,952	11,451	7,160	4,824	5,433	55,757
% Distribution	3.3%	11.2%	17.7%	16.1%	20.5%	12.8%	8.7%	9.7%	100.0%

[134] *Source: Zonda*



New Home Starts & Closings by Lot Width Range

Housing Market Analysis

In the CMA, nearly 60% of new home starts in 2020 were on 50' and 60' wide. With an additional 23% of starts on 70' wide or larger lots and only 10% of starts on under 50' wide lots, activity in the CMA skews to larger lot sizes when compared to trends across the Dallas-Ft. Worth MSA. With rising home and lot prices and the CMA continuing to evolve into a more suburban location, a pivot to higher concentrations of smaller lot sizes at future communities such as the Subject Property will likely occur. Given these factors, the proposed lot mix for the Subject Property (40', 50', and 60' wide lots) is appropriate. VDL levels are undersupplied (less than 20 months) for virtually all lot size segments in the CMA.

Quarter and Year	Under 40' Wide	40' to 44' Wide	45' to 49' Wide	50' to 54' Wide	55' to 59' Wide	60' to 69' Wide	70' to 79' Wide	Over 80' Wide	Total
ATTACHED/DETACHED PRODUCT - CMA									
VDL - Mo. Of Supply	27.2	3.4	1.8	14.9	10.0	14.4	12.1	18.1	13.7
STARTS - 2Q21	56	279	54	1,027	300	1,342	426	482	3,966
% Distribution	1.4%	7.0%	1.4%	25.9%	7.6%	33.8%	10.7%	12.2%	100.0%
VDL - 2Q21	127	78	8	1,279	251	1,615	429	728	4,515
% Distribution	2.8%	1.7%	0.2%	28.3%	5.6%	35.8%	9.5%	16.1%	100.0%

Quarter and Year	Under 40' Wide	40' to 44' Wide	45' to 49' Wide	50' to 54' Wide	55' to 59' Wide	60' to 69' Wide	70' to 79' Wide	Over 80' Wide	Total
ATTACHED/DETACHED PRODUCT - DALLAS-FT. WORTH MSA									
VDL - Mo. Of Supply	20.7	14.0	11.8	10.1	10.0	12.2	14.0	23.0	13.3
STARTS - 2Q21	3,469	3,806	977	18,737	2,599	10,753	3,128	5,605	49,074
% Distribution	7.1%	7.8%	2.0%	38.2%	5.3%	21.9%	6.4%	11.4%	100.0%
VDL - 2Q21	5,974	4,436	963	15,753	2,171	10,898	3,655	10,743	54,593
% Distribution	10.9%	8.1%	1.8%	28.9%	4.0%	20.0%	6.7%	19.7%	100.0%

[135] *Source: Zonda*

CMA Future Lot Supply

Housing Market Analysis

A total of 44,418 undeveloped lots received either preliminary or final approval in the CMA. Of this total, 2,484 lots (6% of total lots) are showing some physical signs of development activity (stakes, equipment, excavation, paving, streets, etc.) with 2,123 lots at excavation or later stages. It is worth noting that an approved plat does not mean that lots are under development. Many of these plats are only pre-approved and are not expected to enter the market within the next 24 months. Delivery of lots will depend on the type of lot, demand and supply conditions, and whether the lots are for brand new communities or add-ons to existing communities. Additional communities that are earlier in the planning stages may not yet included in the lot counts below.

Community	Total Future Lots	Vacant Future Lots	Lots Under Development
Dynavest	7,000	7,000	0
Green Meadows (Celina)	3,993	3,993	0
Parks at Wilson Creek	3,007	3,007	0
Mosaic/Merritt Tract	2,700	2,700	0
McKinney 803 West	2,458	2,458	0
O'Donnell Tract	2,200	2,200	0
Reilly Addition/McKinney	1,357	1,357	0
McKinney 803 East	1,295	1,295	0
Cambridge Crossing	1,221	1,221	0
Highland Lakes (McKinney)	1,210	1,210	0
Mustang Lakes	1,071	975	96
Wilson Creek Meadows	1,069	1,069	0
Windsong Ranch	957	913	44
Legacy Pointe (Prosper)	912	912	0
Edgewood Creek	838	0	838
Star Trail	836	701	135
North Sky Celina	783	783	0
Sutton Fields (Celina)	771	412	359
Lilyana	709	574	135
Northside at Rollertown	518	518	0
Heights at Rock Hill	449	449	0
Collinsbrook Farm	444	343	101
Brookhollow	437	420	17
Tuscany Estates (Celina)	398	398	0
La Terra (Celina)	396	396	0

Community	Total Future Lots	Vacant Future Lots	Lots Under Development
Legacy Gardens	377	377	0
Light Farms	352	236	116
Highridge Addition	343	343	0
Central Park Villas	342	342	0
Lakeside (Prosper)	319	319	0
Westgate 96	318	318	0
West Celina 86	310	310	0
Gates of Prosper Townhomes	300	300	0
Cottages, The (Celina)	288	0	288
Hidden Lakes (McKinney)	287	287	0
Chalk Hill	279	279	0
Hillside Village	278	278	0
Park Place (Prosper)	263	263	0
Villages at Legacy	250	191	59
Robinson Ridge (McKinney)	249	249	0
Tucker Hill	238	238	0
Overlook at Wilson Creek	225	225	0
Huddleston	212	212	0
Cambridge Park Estates	201	110	91
Gates of Prosper	200	200	0
Bloomdales Estates West	177	177	0
Wellspring Estates	144	144	0
Bluewood	138	138	0
Windridge (Prosper)	127	127	0
Legacy Creek Estates	121	121	0

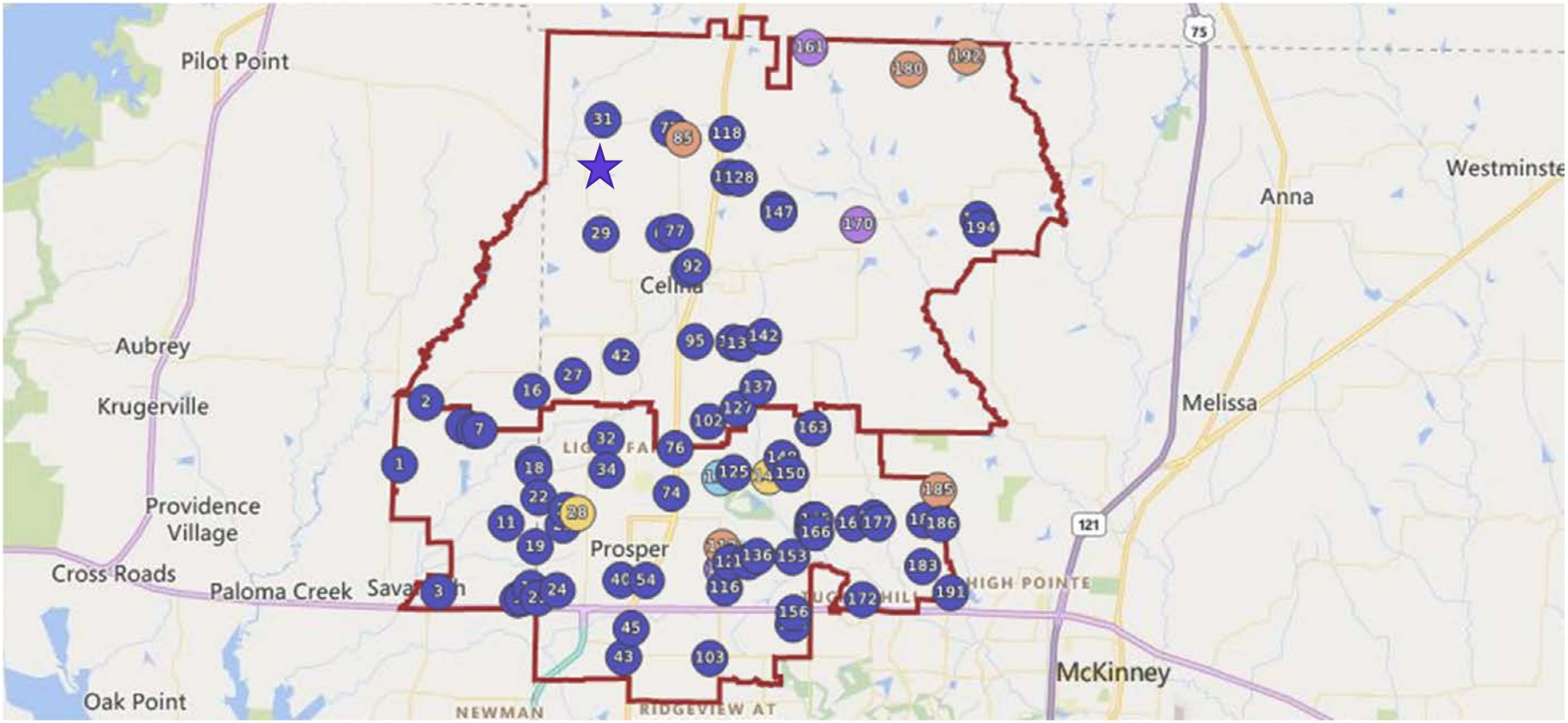
Community	Total Future Lots	Vacant Future Lots	Lots Under Development
Clark Tract	107	107	0
Greens at Legacy	105	105	0
North Creek (McKinney)	105	105	0
Malabar Hill	96	0	96
Sky Ridge (Celina)	91	91	0
Buffalo Ridge	71	0	71
Greenspoint (Prosper)	65	65	0
Bretton Woods	62	24	38
Greenway (Celina)	59	59	0
Heatherwood Hills (McKinney)	52	52	0
Bristol Heights	50	50	0
Enclave at Coit	44	44	0
Celina Estates Addition	43	43	0
Shawnee Tract	25	25	0
Twin Creeks Estates (Prospe	23	23	0
Highland/Frontier Estates	19	19	0
Estates at Greenspoint	9	9	0
North Preston Lakes Estates	8	8	0
Longhorn Estates	8	8	0
Country Roads Celina	5	5	0
Hills of Lone Star	4	4	0
Grand Total	**44,418**	**41,934**	**2,484**

 Source: Zonda

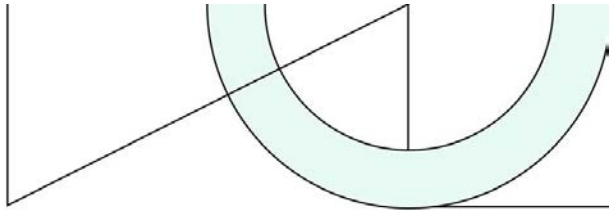
Location of CMA Future Lot Supply

Housing Market Analysis

Future lot supply in the CMA is heavily concentrated along the Highway 289 (Preston Road) and Highway 380 corridors. Communities with over 1,000 future lots are generally located along and west of Highway 289 (Preston Road) and in the eastern half of the CMA along Prosper Trail Road (CR 123). The larger-scale communities are relatively evenly split between the Celina and Prosper ISDs.



[137] *Source: Zonda*



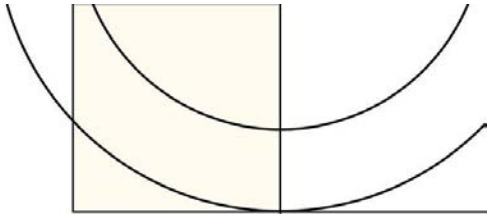
Most Active Subdivisions

Housing Market Analysis

The most active new communities in the Dallas-Ft. Worth MSA started between 290 and 605 homes between 3Q20 and 2Q21. Most communities offer product across multiple builders, lot sizes, and price points. Base prices typically start in the $200,000's. The most active communities are concentrated in the market's Dallas Outer East (7), Dallas Northeast (6), and Dallas Outer Northwest (5) market areas. Within the CMA, Sutton Fields (#8) is the only community in the top 25 most active list for the Metroplex.

Community Absorption Ranking (Top 25) - 3Q20 to 2Q21								
Rank	Community	Market Area	Starts	% of Total	Closings	% of Total	Price ($000s)	
1	Union Park	Dal/Northeast	605	1.2%	417	0.9%	$277 -	$528
2	Woodcreek	Dal/Outer East	540	1.1%	541	1.2%	$247 -	$504
3	Wildcat Ranch	Dal/Outer East	510	1.0%	423	0.9%	$200 -	$332
4	Travis Ranch	Dal/Outer East	509	1.0%	402	0.9%	$226 -	$425
5	Windmill Farms	Dal/Outer East	507	1.0%	428	0.9%	$203 -	$344
6	Silverado	Dal/Outer Northwest	482	1.0%	434	1.0%	$230 -	$404
7	Magnolia	Dal/Northeast	467	0.9%	350	0.8%	$193 -	$287
8	Sutton Fields	Dal/Northeast	434	0.9%	279	0.6%	$251 -	$516
9	Heartland	Dal/Outer East	433	0.9%	368	0.8%	$230 -	$397
10	Winn Ridge	Dal/Outer Northwest	429	0.9%	284	0.6%	$236 -	$428
11	ArrowBrooke	Dal/Outer Northwest	414	0.8%	305	0.7%	$250 -	$505
12	Devonshire	Dal/Outer East	413	0.8%	291	0.6%	$271 -	$774
13	Bridgewater	Dal/Northeast	402	0.8%	241	0.5%	$209 -	$316
14	Trinity Falls	Dal/Northeast	401	0.8%	327	0.7%	$294 -	$588
15	Viridian	Ftw/Arlington	385	0.8%	403	0.9%	$238 -	$509
16	Pecan Square	Ftw/Far North	373	0.8%	395	0.9%	$304 -	$514
17	Sandbrock Ranch	Dal/Outer Northwest	350	0.7%	243	0.5%	$259 -	$620
18	Sendera Ranch	Ftw/City of Fort Worth	342	0.7%	279	0.6%	$196 -	$430
19	Waters Bend	Ftw/City of Fort Worth	316	0.6%	384	0.9%	$189 -	$386
20	Clements Ranch	Dal/Outer East	309	0.6%	268	0.6%	$231 -	$388
21	Wellington	Ftw/City of Fort Worth	308	0.6%	316	0.7%	$302 -	$535
22	Canyon Falls	Dal/Northwest	305	0.6%	289	0.6%	$375 -	$902
23	Somerset Addition	Ftw/Southeast	292	0.6%	289	0.6%	$309 -	$535
24	Windsong Ranch	Dal/Northeast	291	0.6%	235	0.5%	$378 -	$730
25	Harvest	Dal/Outer Northwest	290	0.6%	238	0.5%	$234 -	$388
	Totals:		**10,107**	**20.3%**	**8,429**	**18.7%**		

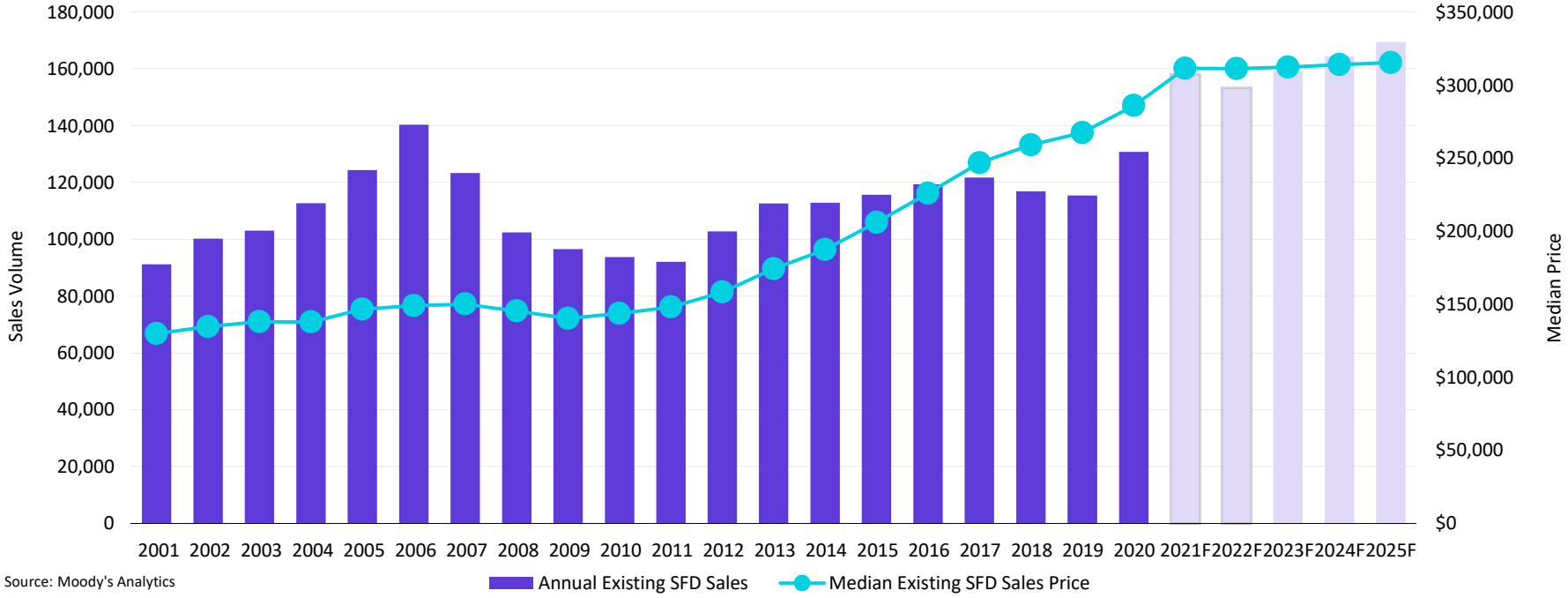
 Source: Zonda



Existing Home Sales and Pricing in the Dallas-Ft. Worth MSA

Housing Market Overview

While existing home sales remained relatively stable over the past 10 years, home prices have been in an upward trend. Since 2016, the Dallas-Ft. Worth MSA averaged 120,800 existing single-family home sales per year. While home sales have been relatively stable, the median price for existing single-family home increased an average of 6.8% per year between 2016 and 2020. In a cyclical call not specific to the Metroplex, Moody's is projecting that home prices will remain essentially flat from 2022 through 2025.

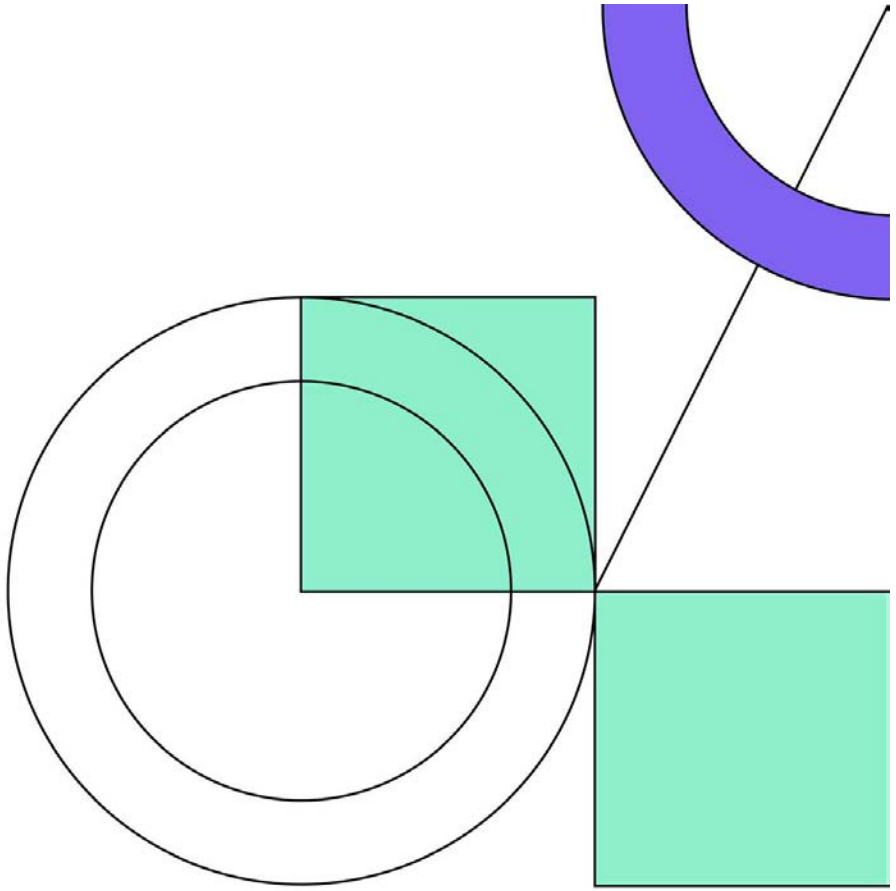


Source: Moody's Analytics

Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area - Moody's Analytics Five-Year Forecast

Category	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021F	2022F	2023F	2024F	2025F
Annual Existing SFD Sales	92,108	102,769	112,617	112,827	115,681	119,349	121,709	116,860	115,399	130,762	157,901	153,220	159,249	164,230	169,386
Annual % Change	-1.7%	11.6%	9.6%	0.2%	2.5%	3.2%	2.0%	-4.0%	-1.3%	13.3%	20.8%	-3.0%	3.9%	3.1%	3.1%
Median Existing SFD Sales Price	$148,119	$158,327	$174,280	$187,341	$205,941	$225,865	$246,723	$258,989	$267,376	$285,806	$311,224	$311,059	$312,097	$313,766	$315,229
Annual % Change	3.0%	6.9%	10.1%	7.5%	9.9%	9.7%	9.2%	5.0%	3.2%	6.9%	8.9%	-0.1%	0.3%	0.5%	0.5%

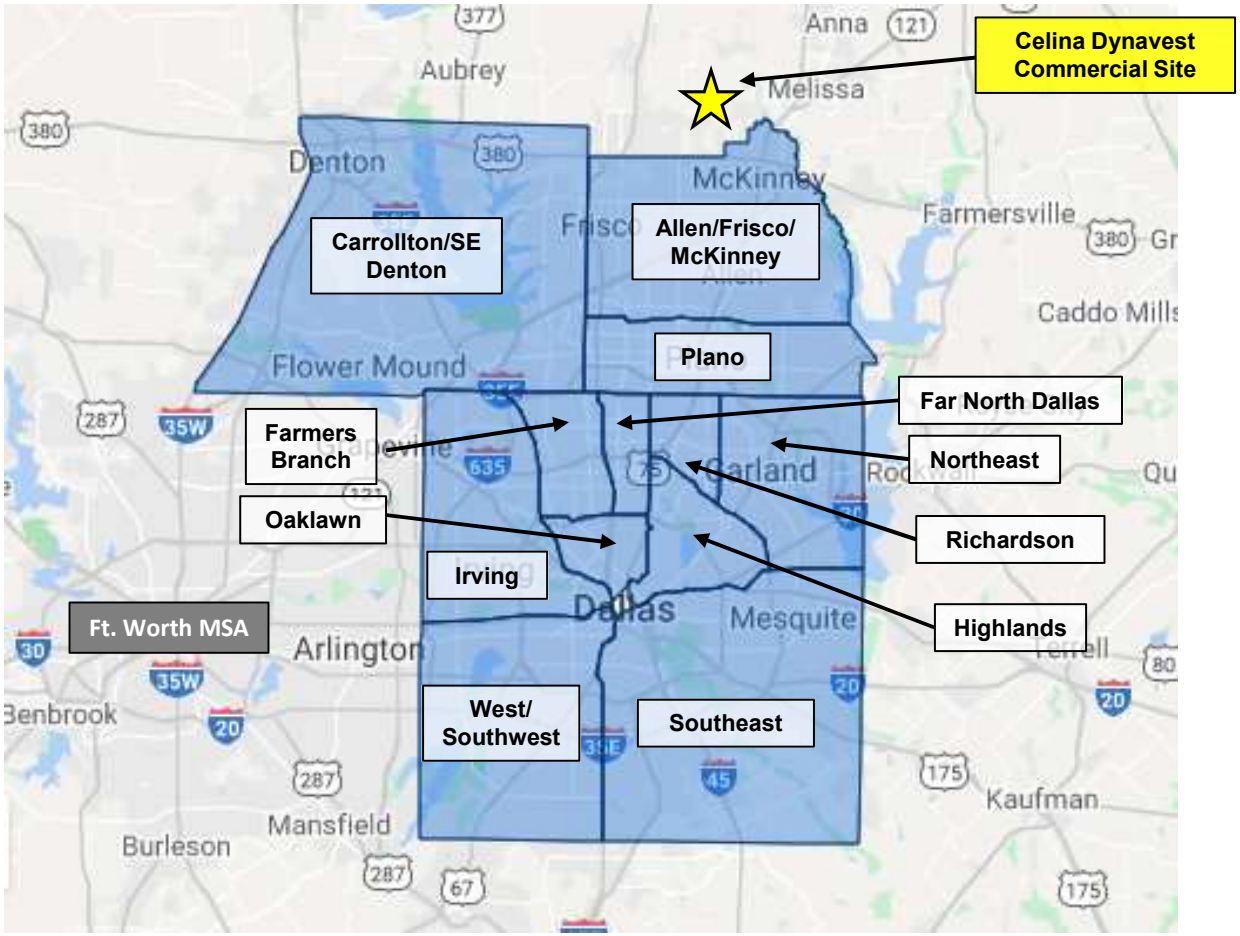
Retail Market Trends



Definition Of Dallas MSA Retail Submarkets

Retail Market Trends

The Dallas MSA is comprised of 12 retail markets that divide up the greater metropolitan area. The Subject Property is located just north of the Allen/Frisco/McKinney submarket.

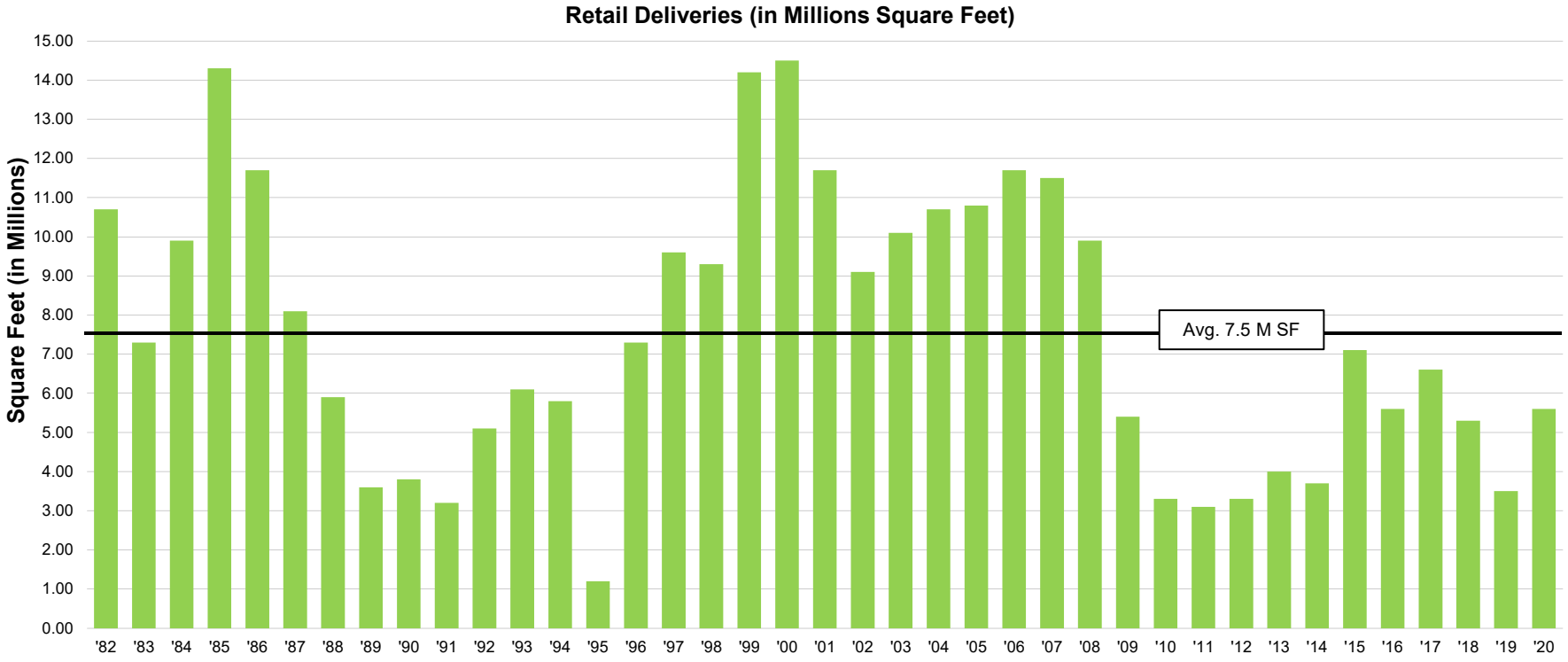


Source: REIS

Dallas MSA Retail Deliveries

Retail Market Trends

Retail deliveries in the Dallas MSA have been below the long-term average for over a decade. The market averaged 4.65 million square feet of retail deliveries annually since 2010 with higher deliveries in 2015 and 2017 (over six million square feet in each year). Given the growth in e-commerce over this period, coupled with select national chains contracting their number of storefronts, it is likely that we will see new retail deliveries continue below the long-term average for the foreseeable future.



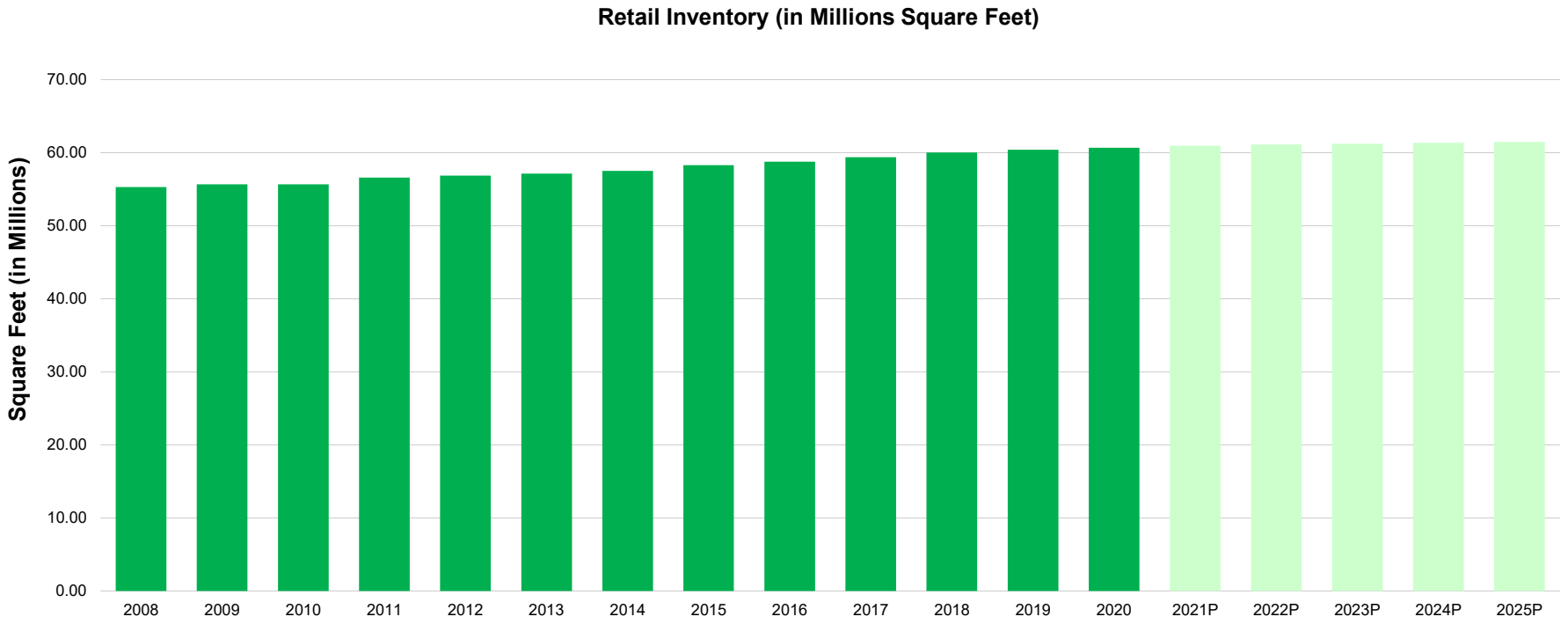
Deliveries	'82	'83	'84	'85	'86	'87	'88	'89	'90	'91	'92	'93	'94	'95	'96	'97	'98	'99	'00	'01	'02	'03	'04	'05	'06	'07	'08	'09	'10	'11	'12	'13	'14	'15	'16	'17	'18	'19	'20
Total Deliveries (SF)	10.70	7.30	9.90	14.30	11.70	8.10	5.90	3.60	3.80	3.20	5.10	6.10	5.80	1.20	7.30	9.60	9.30	14.20	14.50	11.70	9.10	10.10	10.70	10.80	11.70	11.50	9.90	5.40	3.30	3.10	3.30	4.00	3.70	7.10	5.60	6.60	5.30	3.50	5.60
%Change		-32%	36%	44%	-18%	-31%	-27%	-39%	6%	-16%	59%	20%	-5%	-79%	508%	32%	-3%	53%	2%	-19%	-22%	11%	6%	1%	8%	-2%	-14%	-45%	-39%	-6%	6%	21%	-8%	92%	-21%	18%	-20%	-34%	60%

 Source: CoStar

Dallas MSA Retail Inventory

Retail Market Trends

Retail inventory in the Dallas market has gradually increased over the past decade, though annual gains have been minimal. Over the past ten years, the market retail inventory levels increased an average of 0.8% per year with the sharpest gains in 2015 (1.4% growth) followed by minimal gains in 2019 and 2020 (0.6% and 0.4% growth).



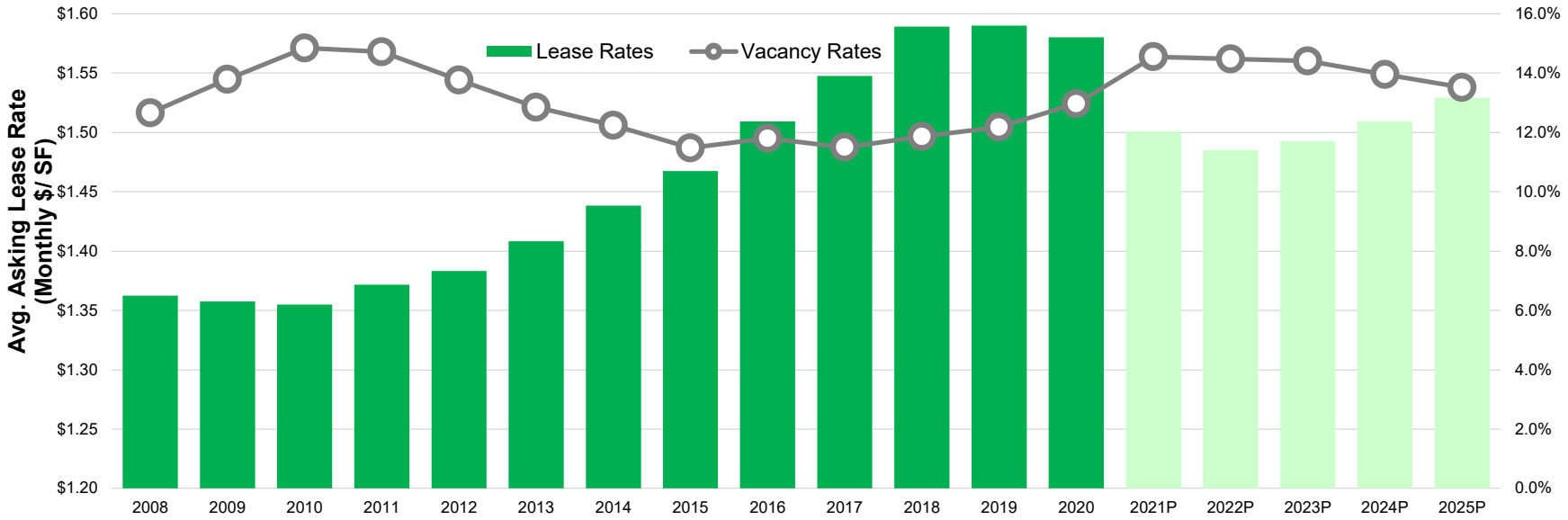
Inventory	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021P	2022P	2023P	2024P	2025P
Total Inventory (SF)	55,319,000	55,693,000	55,693,000	56,596,000	56,868,000	57,153,000	57,522,000	58,309,000	58,780,000	59,409,000	60,055,000	60,434,000	60,700,000	60,959,000	61,138,000	61,244,000	61,354,000	61,470,000
Inventory Change	--	374,000	0	903,000	272,000	285,000	369,000	787,000	471,000	629,000	646,000	379,000	266,000	259,000	179,000	106,000	110,000	116,000
% Change	--	0.7%	0.0%	1.6%	0.5%	0.5%	0.6%	1.4%	0.8%	1.1%	1.1%	0.6%	0.4%	0.4%	0.3%	0.2%	0.2%	0.2%

[143] *Source: REIS*

Dallas MSA Lease Rates And Inventory

Retail Market Trends

Average lease rates and vacancy rates appear to have peaked in 2019. The average retail lease rate in the market increased from $1.36 per square foot per month in 2010 to $1.58 per square foot per month currently. Vacancy rates declined from a peak of 14.8% in 2010 to 11.5% in 2017 to 13.0% in 2020, and it is projected that lease rates will soften and vacancy rates will increase given the impact of e-commerce and the effects of COVID-19 on the retail market in 2021 and beyond.



Lease Rates	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021P	2022P	2023P	2024P	2025P
Lease Rate ($/ SF/ Mo.)	$1.36	$1.36	$1.36	$1.37	$1.38	$1.41	$1.44	$1.47	$1.51	$1.55	$1.59	$1.59	$1.58	$1.50	$1.49	$1.49	$1.51	$1.53
Lease Rate Change	--	($0.01)	($0.00)	$0.02	$0.01	$0.02	$0.03	$0.03	$0.04	$0.04	$0.04	$0.00	($0.01)	($0.08)	($0.02)	$0.01	$0.02	$0.02
% Change	--	-0.4%	-0.2%	1.2%	0.9%	1.8%	2.1%	2.0%	2.8%	2.5%	2.7%	0.1%	-0.6%	-5.0%	-1.1%	0.5%	1.1%	1.3%

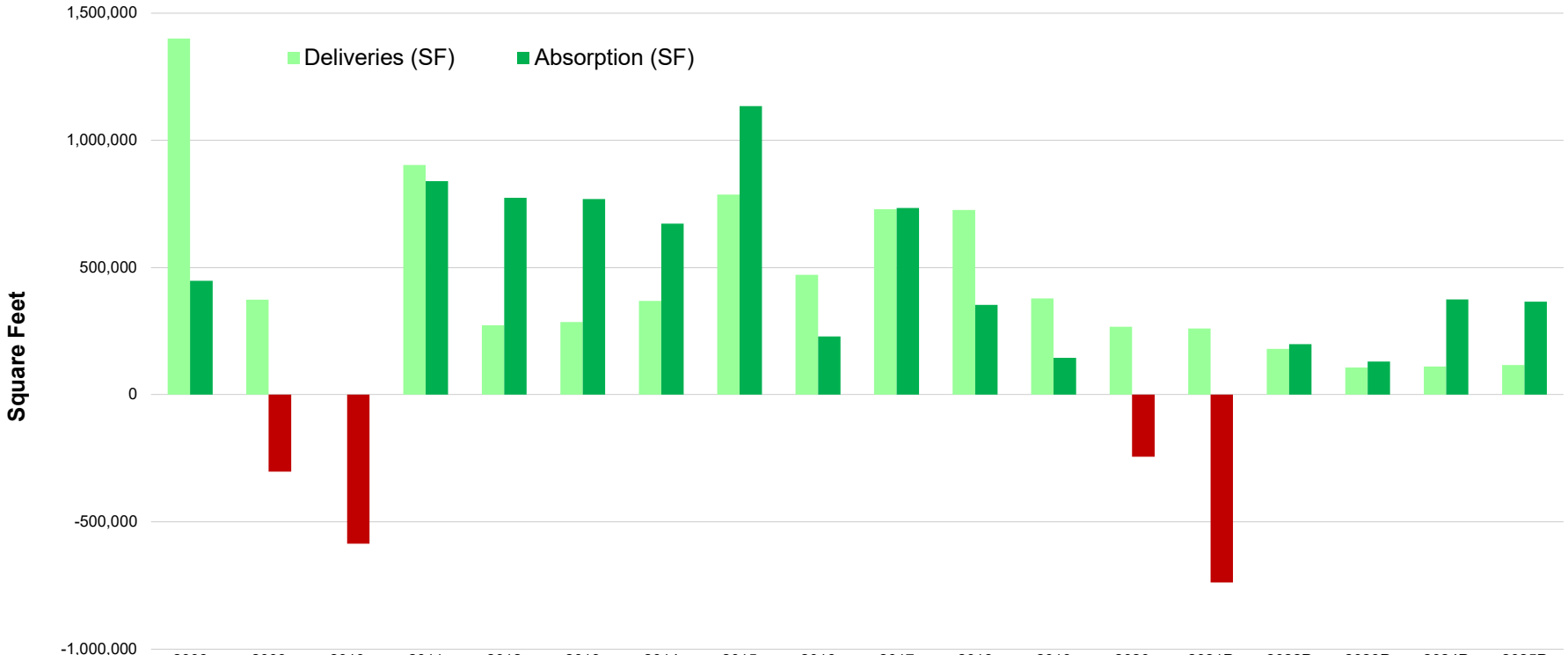
Vacancy Rates	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021P	2022P	2023P	2024P	2025P
Vacancy Rate	12.7%	13.8%	14.8%	14.7%	13.8%	12.8%	12.2%	11.5%	11.8%	11.5%	11.9%	12.2%	13.0%	14.5%	14.5%	14.4%	14.0%	13.5%
Vac. Rate Change	--	1.1%	1.1%	-0.1%	-1.0%	-0.9%	-0.6%	-0.8%	0.3%	-0.3%	0.4%	0.3%	0.8%	1.6%	-0.1%	-0.1%	-0.5%	-0.4%
% Change	--	8.9%	7.6%	-0.8%	-6.5%	-6.7%	-4.8%	-6.2%	2.8%	-2.6%	3.2%	2.7%	6.5%	12.2%	-0.5%	-0.4%	-3.2%	-3.1%

Source: REIS

Dallas MSA Deliveries Versus Absorption

Retail Market Trends

Net absorption has been declining for three consecutive years and is projected to remain in negative territory through 2021. While total demand outpaced supply in the market from 2015 through 2018, there is projected to be nearly one million square feet of negative net absorption in the Dallas MSA in 2020 and 2021, largely due to the shift in online retailing that was accelerated due to COVID. REIS/ Moody's expects absorption to recover in 2024 and 2025, with three times more positive net absorption than new deliveries during those years.



	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021P	2022P	2023P	2024P	2025P
Deliveries (SF)	1,400,000	374,000	0	903,000	272,000	285,000	369,000	787,000	471,000	729,000	726,000	379,000	266,000	259,000	179,000	106,000	110,000	116,000
Absorption (SF)	448,000	(303,000)	(586,000)	840,000	774,000	769,000	673,000	1,134,000	228,000	734,000	352,000	144,000	(244,000)	(739,000)	198,000	130,000	375,000	366,000

[145] *Source: REIS*

Dallas Retail Submarkets Overview

Retail Market Trends

The Allen/ Frisco/ McKinney retail submarket accounts for 8.8% of the total retail square footage in the Dallas MSA and has a lower vacancy rate (11.3%) and higher lease rates ($1.91/ SF) than the Dallas MSA. Net absorption has been negative over the past year, while there has been 27,000 square feet of new space delivered and another 24,800 square feet is under construction. Despite negative net absorption, the submarket is relatively healthy in terms of its occupancy and lease rates.

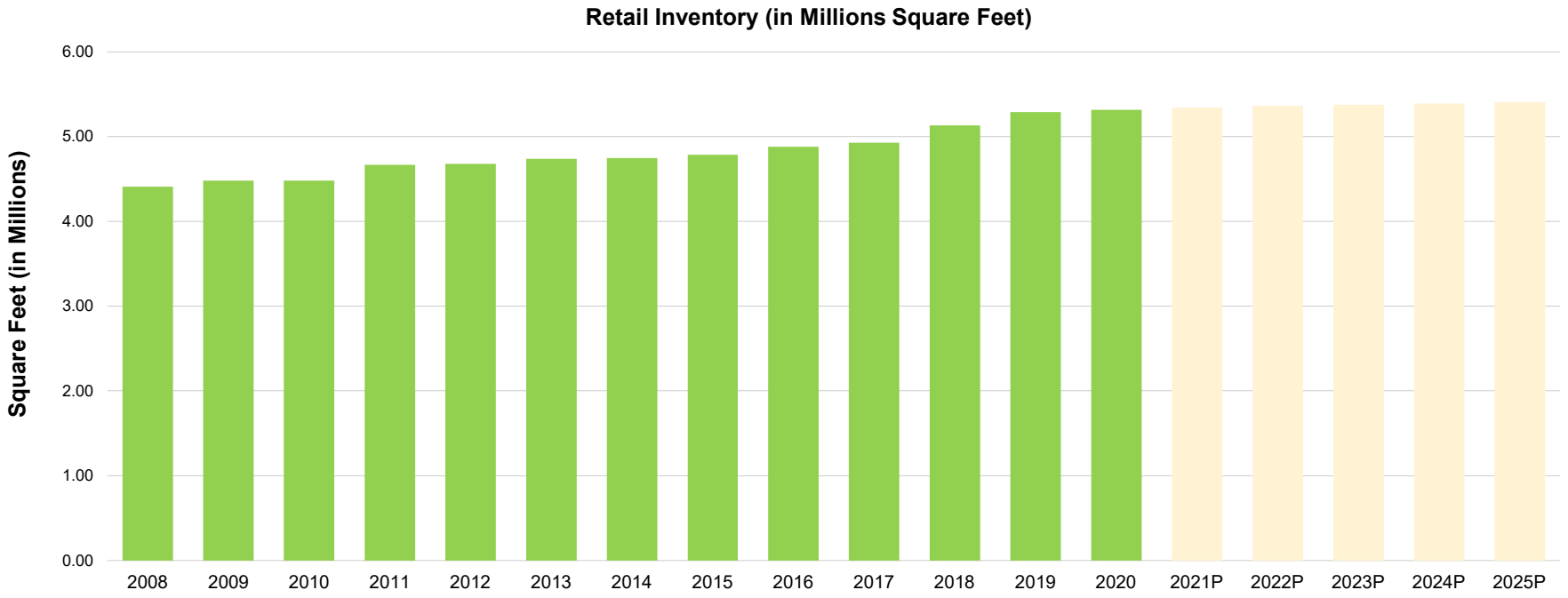
Submarket	Total SF	Vacant SF	Vacancy Rate	2020 Net Absorption (SF)	2020 Deliveries (SF)	Under Construction (SF)	Avg. Asking Rent ($/ SF/ Mo.)
Allen/Frisco/McKinney	**5,343,000**	**603,000**	**11.3%**	**(17,000)**	**27,000**	**24,800**	**$1.91**
Carrollton/SE Denton	7,802,000	897,000	11.5%	105,000	187,000	30,800	$1.52
Farmers Branch	4,298,000	458,000	10.7%	13,000	40,000	0	$1.58
Far North Dallas	4,751,000	665,000	14.0%	(52,000)	0	0	$1.92
Highlands	4,816,000	723,000	15.0%	(45,000)	0	0	$1.60
Irving	5,231,000	694,000	13.3%	(54,000)	0	37,600	$1.33
Northeast	4,198,000	471,000	11.2%	(30,000)	0	0	$1.16
Oaklawn	2,214,000	214,000	9.7%	(9,000)	0	0	$2.85
Plano	8,071,000	1,364,000	16.9%	(39,000)	0	0	$1.63
Richardson	1,953,000	257,000	13.2%	(4,000)	0	0	$1.58
Southeast	5,206,000	536,000	10.3%	(111,000)	0	0	$1.10
West/Southwest	6,911,000	1,066,000	15.4%	(1,000)	12,000	0	$1.41
TOTAL:	**60,794,000**	**7,948,000**	**13.1%**	**(244,000)**	**266,000**	**93,200**	**$1.58**

 Source: REIS

Allen/Frisco/McKinney Retail Inventory

Retail Market Trends

Retail inventory in the Allen/Frisco/McKinney submarket has been increasing in recent years. The largest gains in inventory occurred in 2018 and 2019, when an additional 361,000 square feet was added to the submarket. The past year had minimal gains in new inventory, with only 27,000 square feet in 2020. REIS/ Moody's projects an annual gain of +/- 18,000 square feet in 2021 through 2025.



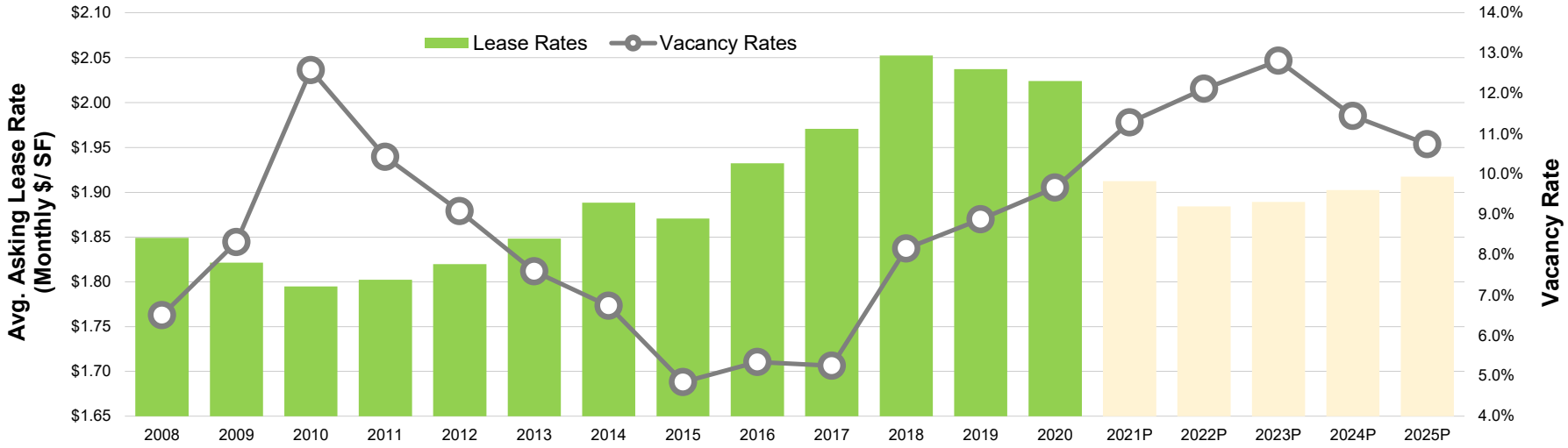
Inventory	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021P	2022P	2023P	2024P	2025P
Total Inventory (SF)	4,409,000	4,482,000	4,482,000	4,667,000	4,678,000	4,738,000	4,748,000	4,787,000	4,879,000	4,928,000	5,133,000	5,289,000	5,316,000	5,343,000	5,363,000	5,375,000	5,390,000	5,407,000
Inventory Change	--	73,000	0	185,000	11,000	60,000	10,000	39,000	92,000	49,000	205,000	156,000	27,000	27,000	20,000	12,000	15,000	17,000
% Change	--	1.7%	0.0%	4.1%	0.2%	1.3%	0.2%	0.8%	1.9%	1.0%	4.2%	3.0%	0.5%	0.5%	0.4%	0.2%	0.3%	0.3%

147 *Source: REIS*

Allen/ Frisco/ McKinney Lease Rates & Vacancy Rates

Retail Market Trends

Like the Dallas MSA, average lease rates and vacancy rates appear to have peaked in the Allen/Frisco/McKinney market as of the end of 2018. The average retail lease rate in the market increased from $1.80 per square foot per month in 2011 to $1.91 per square foot per month currently. Vacancy rates remained steady over the past decade, from 10.4% in 2011 to 9.9% in 2020, though it is projected that lease rates will soften and vacancy rates will increase given the effects of COVID-19 on the retail market in 2021 and beyond.



Lease Rates	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021P	2022P	2023P	2024P	2025P
Lease Rate ($/ SF/ Mo.)	$1.85	$1.82	$1.80	$1.80	$1.82	$1.85	$1.89	$1.87	$1.93	$1.97	$2.05	$2.04	$2.02	$1.91	$1.88	$1.89	$1.90	$1.92
Lease Rate Change	--	($0.03)	($0.03)	$0.01	$0.02	$0.03	$0.04	($0.02)	$0.06	$0.04	$0.08	($0.01)	($0.01)	($0.11)	($0.03)	$0.01	$0.01	$0.02
% Change	--	-1.5%	-1.5%	0.4%	1.0%	1.6%	2.2%	-0.9%	3.3%	2.0%	4.1%	-0.7%	-0.7%	-5.5%	-1.5%	0.3%	0.7%	0.8%

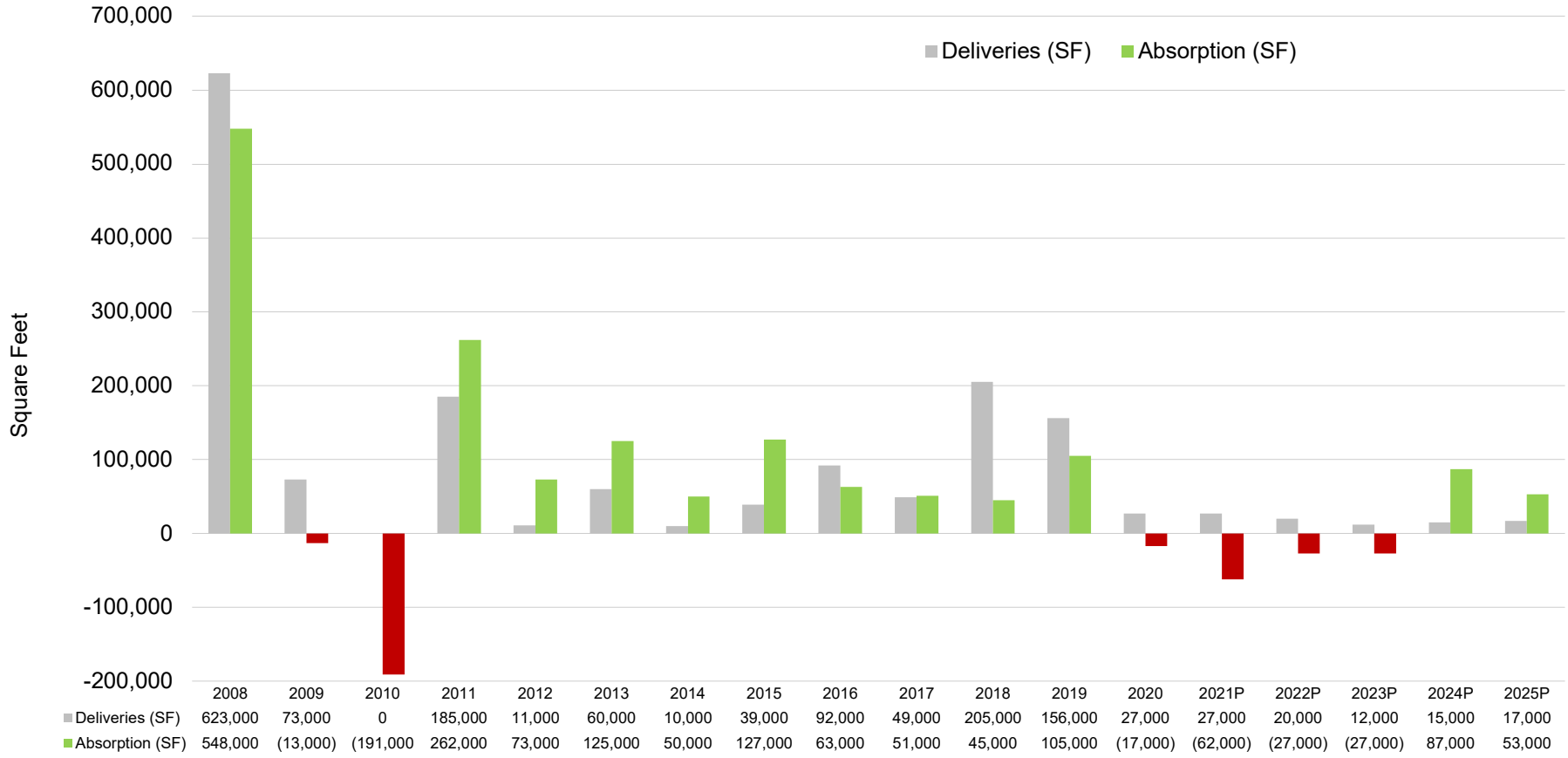
Vacancy Rates	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021P	2022P	2023P	2024P	2025P
Vacancy Rate	6.5%	8.3%	12.6%	10.4%	9.1%	7.6%	6.7%	4.8%	5.3%	5.26%	8.16%	8.89%	9.67%	11.29%	12.12%	12.82%	11.45%	10.75%
Vac. Rate Change	--	1.8%	4.3%	-2.1%	-1.3%	-1.5%	-0.9%	-1.9%	0.5%	-0.1%	2.9%	0.7%	0.8%	1.6%	0.8%	0.7%	-1.4%	-0.7%
% Change	--	27.8%	51.2%	-17.1%	-12.9%	-16.4%	-11.3%	-28.1%	10.4%	-1.8%	55.3%	8.9%	8.8%	16.7%	7.4%	5.8%	-10.7%	-6.1%

Source: REIS

Allen/Frisco/McKinney Retail Absorption Vs Completed Space

Retail Market Trends

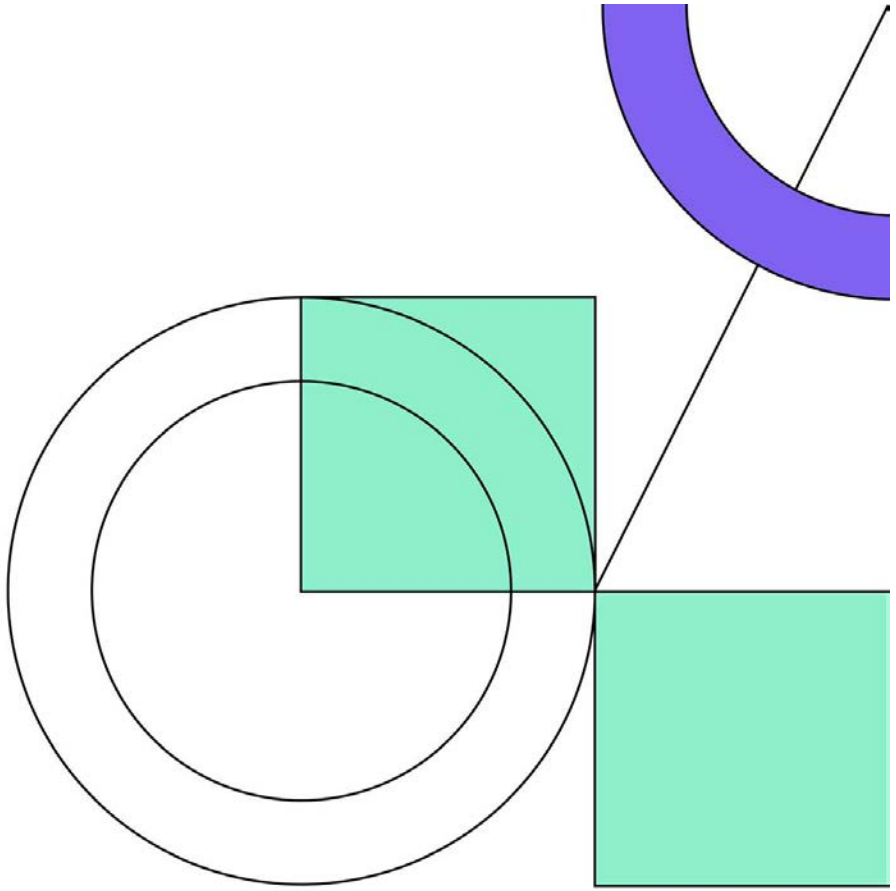
Absorption and new deliveries in the Allen/Frisco/McKinney submarket have been minimal over the past eight years, and conditions are expected to soften in 2021. REIS/Moody's expects negative net absorption in 2021-2023, followed by a recovery in the coming years (2024-2025) where positive absorption will outpace new deliveries by a more than two-to-one.



	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021P	2022P	2023P	2024P	2025P
Deliveries (SF)	623,000	73,000	0	185,000	11,000	60,000	10,000	39,000	92,000	49,000	205,000	156,000	27,000	27,000	20,000	12,000	15,000	17,000
Absorption (SF)	548,000	(13,000)	(191,000	262,000	73,000	125,000	50,000	127,000	63,000	51,000	45,000	105,000	(17,000)	(62,000)	(27,000)	(27,000)	87,000	53,000

149 *Source: REIS*

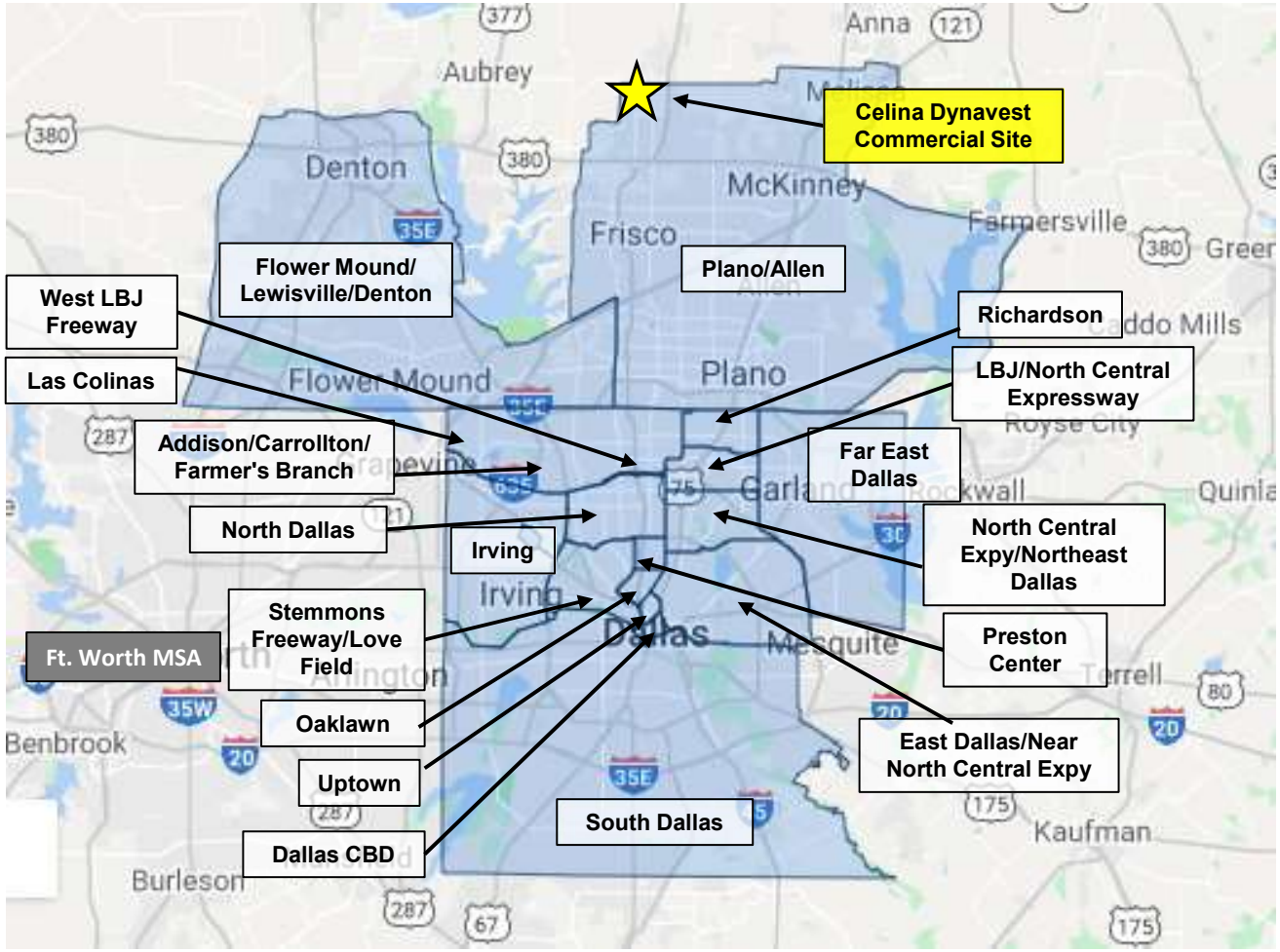
Office Market Trends



Definition Of Dallas MSA Office Submarkets

Office Market Trends

The Dallas MSA is comprised of 18 office markets that divide up the greater metropolitan area. The Subject Property is in the Plano/Allen submarket.

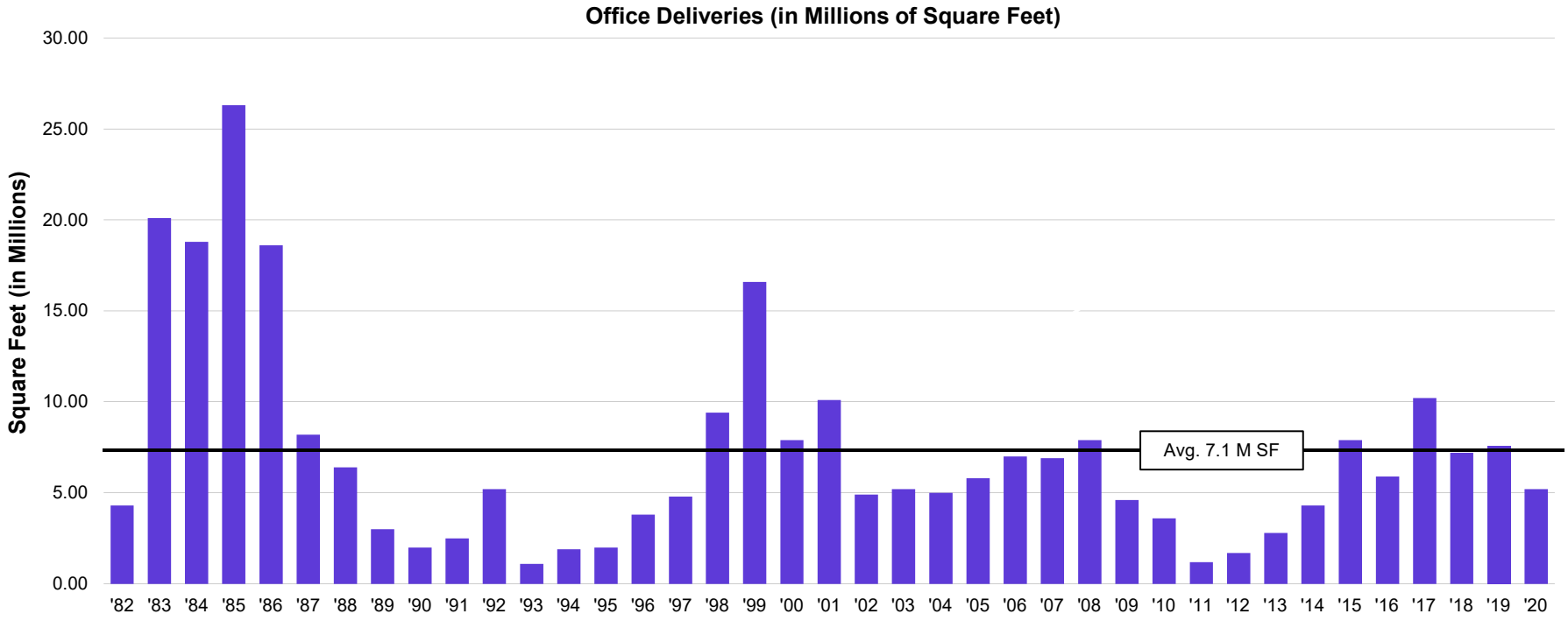


Source: REIS

Dallas MSA Historical Office Deliveries

Office Market Trends

New office deliveries in the Dallas MSA averaged approximately 7.1 million square feet annually over the past four decades. Office deliveries follow cycles of development and Dallas had select years where deliveries were remarkably high (mid-1980's, late 1990's). Dallas has been below this long-term average for most of the past decade, a fallout of the Great Recession. Recent years deliveries (2017-2020) have been close to the long-term average.



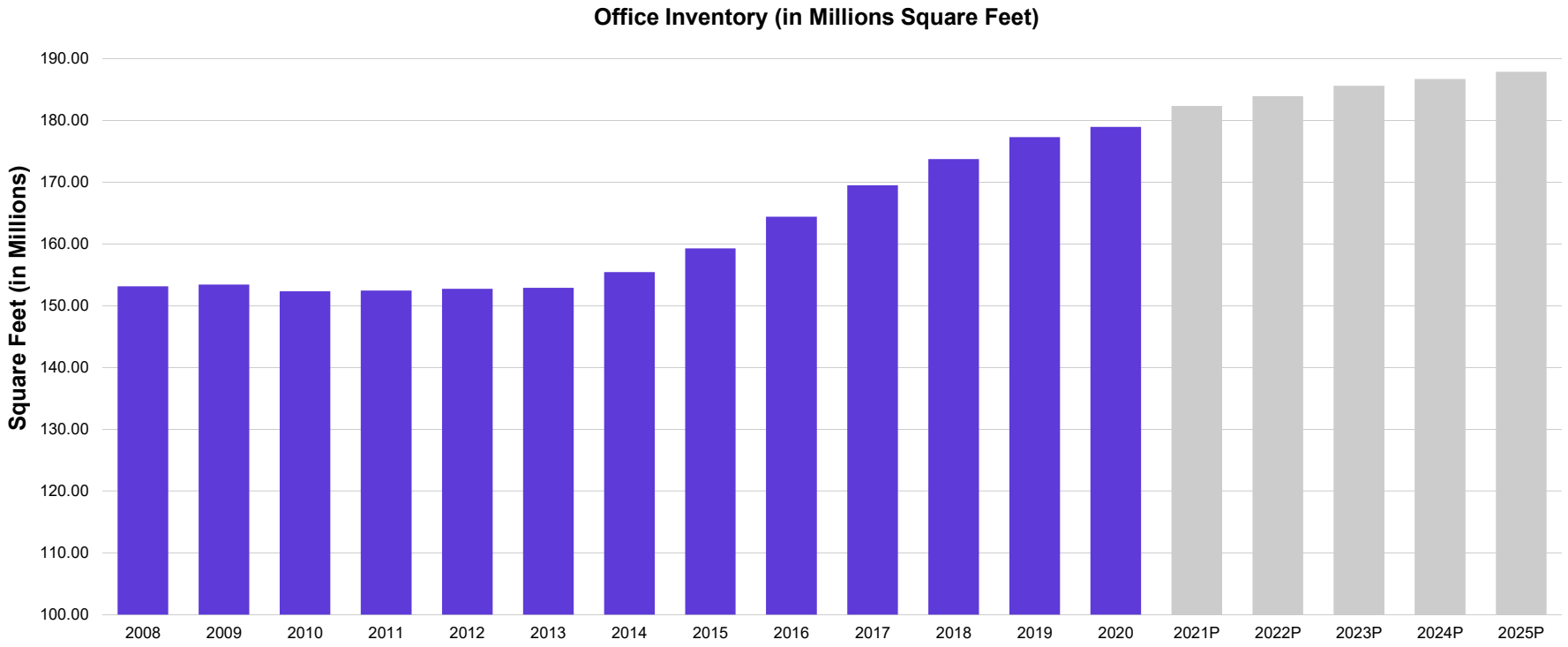
Deliveries	'82	'83	'84	'85	'86	'87	'88	'89	'90	'91	'92	'93	'94	'95	'96	'97	'98	'99	'00	'01	'02	'03	'04	'05	'06	'07	'08	'09	'10	'11	'12	'13	'14	'15	'16	'17	'18	'19	'20
Total Deliveries (Mil. SF)	4.30	20.10	18.80	26.30	18.60	8.20	6.40	3.00	2.00	2.50	5.20	1.10	1.90	2.00	3.80	4.80	9.40	16.60	7.90	10.10	4.90	5.20	5.00	5.80	7.00	6.90	7.90	4.60	3.60	1.20	1.70	2.80	4.30	7.90	5.90	10.20	7.20	7.60	5.20
% Change	--	367%	-6%	40%	-29%	-56%	-22%	-53%	-33%	25%	108%	-79%	73%	5%	90%	26%	96%	77%	-52%	28%	-51%	6%	-4%	16%	21%	-1%	14%	-42%	-22%	-67%	42%	65%	54%	84%	-25%	0%	-29%	6%	-32%

 Source: REIS

Dallas MSA Office Inventory And Projections

Office Market Trends

The Dallas MSA experienced steady office inventory growth over the past seven years. Annual increases in office inventory levels ranged from a slight decrease of -0.7% in 2010 to a 3.1% - 3.2% increase in 2016 and 2017. Projections call for 0.6% to 1.9% annual growth going forward (though COVID-19 impacts could soften these projections).



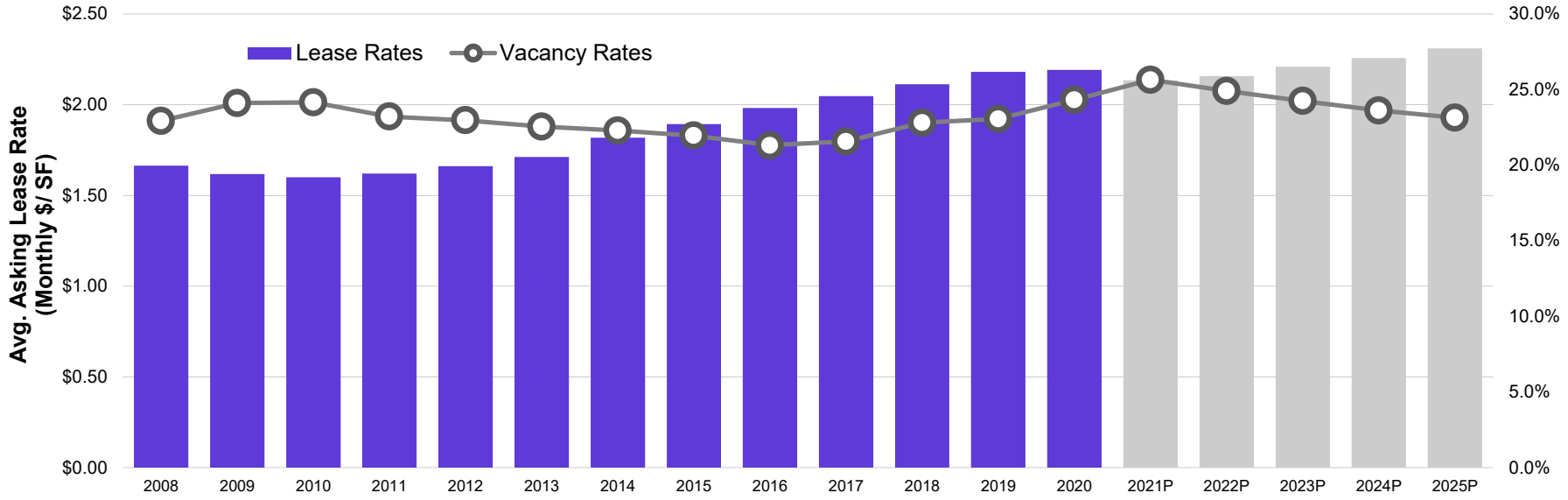
Inventory	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021P	2022P	2023P	2024P	2025P
Total Inventory (SF)	153,174,000	153,425,000	152,342,000	152,481,000	152,747,000	152,933,000	155,472,000	159,295,000	164,415,000	169,534,000	173,768,000	177,306,000	178,975,000	182,346,000	183,928,000	185,613,000	186,722,000	187,874,000
Inventory Change	--	251,000	-1,083,000	139,000	266,000	186,000	2,539,000	3,823,000	5,120,000	5,119,000	4,234,000	3,538,000	1,669,000	0	1,582,000	1,685,000	1,109,000	1,152,000
% Change	--	0.2%	-0.7%	0.1%	0.2%	0.1%	1.7%	2.5%	3.2%	3.1%	2.5%	2.0%	0.9%	1.9%	0.9%	0.9%	0.6%	0.6%

153 Source: REIS

Dallas MSA Average Office Lease Rates & Vacancy Rates

Office Market Trends

Despite COVID impacts in 2020, the Dallas office market experienced rising lease rates though vacancy rates increased. In 2020, the vacancy rate reached a high of 24.3% while lease rates reached a record high of $2.19 per square foot per month. This year is expected to see a 2.7% decrease in lease rates and a 2.8% increase in vacancy rates, as the pandemic aftermath and work-from-home practices will cause some tenants to reconsider the amount of office space needed and/or renegotiate their lease rates. It is important to note that lease rates and vacancy rates vary greatly by submarket and can vary from building to building within each submarket.



Lease Rates	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021P	2022P	2023P	2024P	2025P
Lease Rate ($/ SF/ Mo.)	$1.67	$1.62	$1.60	$1.62	$1.66	$1.71	$1.82	$1.89	$1.98	$2.05	$2.11	$2.18	$2.19	$2.13	$2.16	$2.21	$2.26	$2.31
Lease Rate Change	--	($0.05)	($0.02)	$0.02	$0.04	$0.05	$0.11	$0.08	$0.09	$0.07	$0.06	$0.07	$0.01	($0.06)	$0.02	$0.05	$0.05	$0.05
% Change	--	-2.8%	-1.1%	1.3%	2.5%	3.0%	6.3%	4.1%	4.7%	3.3%	3.1%	3.3%	0.5%	-2.7%	1.1%	2.4%	2.2%	2.4%

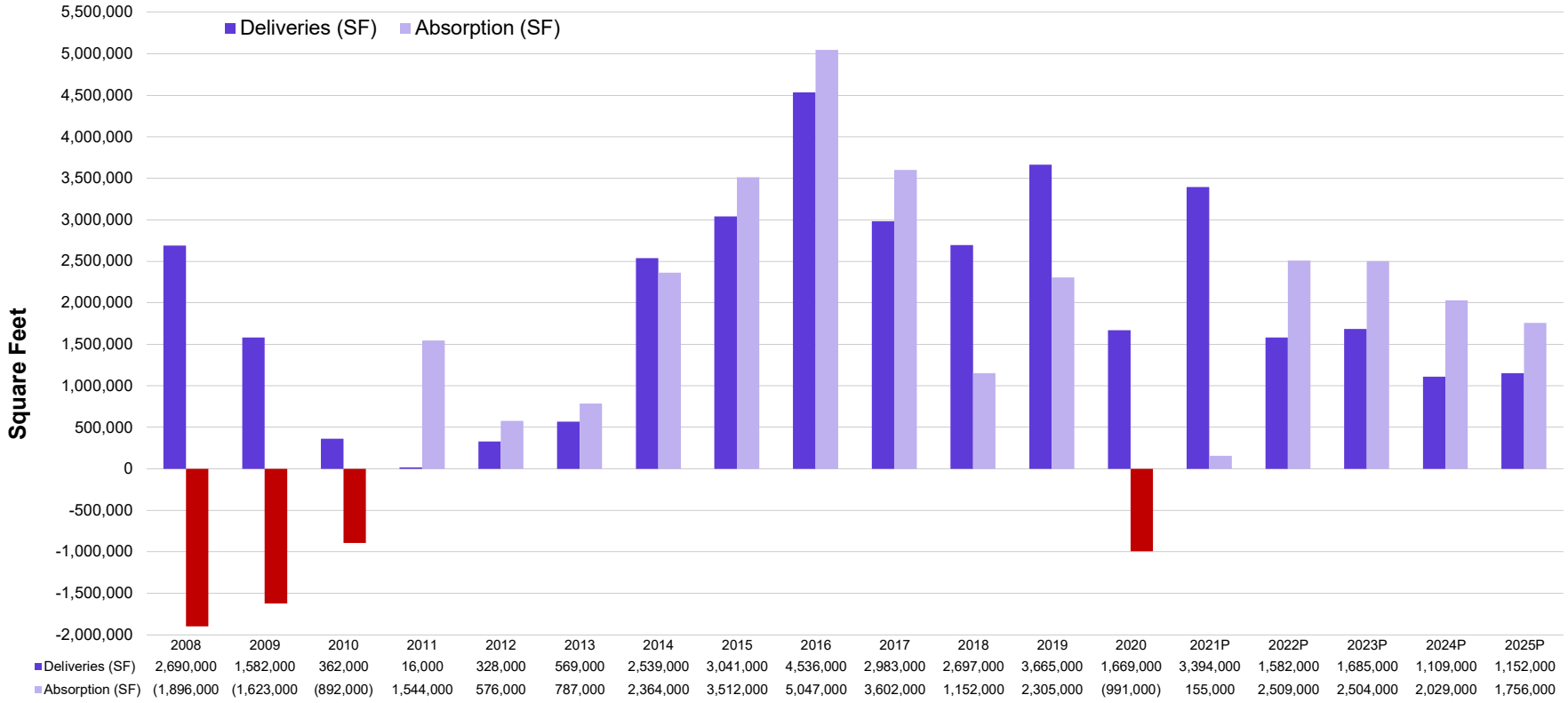
Vacancy Rates	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021P	2022P	2023P	2024P	2025P
Vacancy Rate	22.9%	24.1%	24.2%	23.2%	23.0%	22.6%	22.3%	22.0%	21.3%	21.6%	22.8%	23.1%	24.3%	25.6%	24.9%	24.3%	23.6%	23.1%
Vac. Rate Change	--	1.2%	0.0%	-0.9%	-0.2%	-0.4%	-0.3%	-0.3%	-0.6%	0.3%	1.2%	0.2%	1.3%	1.3%	-0.7%	-0.7%	-0.6%	-0.5%
% Change	--	5.2%	0.2%	-3.9%	-1.0%	-1.8%	-1.1%	-1.5%	-2.9%	1.2%	5.8%	1.1%	5.5%	5.4%	-2.8%	-2.7%	-2.6%	-2.0%

Source: REIS

Dallas MSA Office Absorption Versus Completed Space

Office Market Trends

Annual net absorption has generally kept pace with new deliveries since 2014, though net absorption turned negative in 2020 and conditions are expected to soften in the coming years. The office market started an increased development trend that peaked in 2016, with 4.5 million square feet of new deliveries and 5.0 million square feet of positive net absorption. Prior to 2020, the past five years had a combined 16.9 million square feet of new deliveries and 15.6 million square feet of positive net absorption, indicating a healthy and stable office market (prior to COVID). There is some concern that office development is going to far exceed demand in 2021, with 3.3 million square feet projected to be delivered, and only 155,000 square feet absorbed, though the market is expected to recover in 2022 and beyond with absorption outpacing new deliveries.



	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021P	2022P	2023P	2024P	2025P
Deliveries (SF)	2,690,000	1,582,000	362,000	16,000	328,000	569,000	2,539,000	3,041,000	4,536,000	2,983,000	2,697,000	3,665,000	1,669,000	3,394,000	1,582,000	1,685,000	1,109,000	1,152,000
Absorption (SF)	(1,896,000	(1,623,000	(892,000)	1,544,000	576,000	787,000	2,364,000	3,512,000	5,047,000	3,602,000	1,152,000	2,305,000	(991,000)	155,000	2,509,000	2,504,000	2,029,000	1,756,000

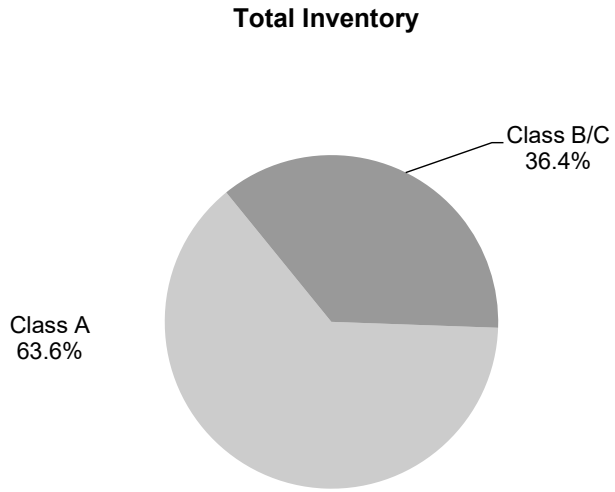
 Source: REIS

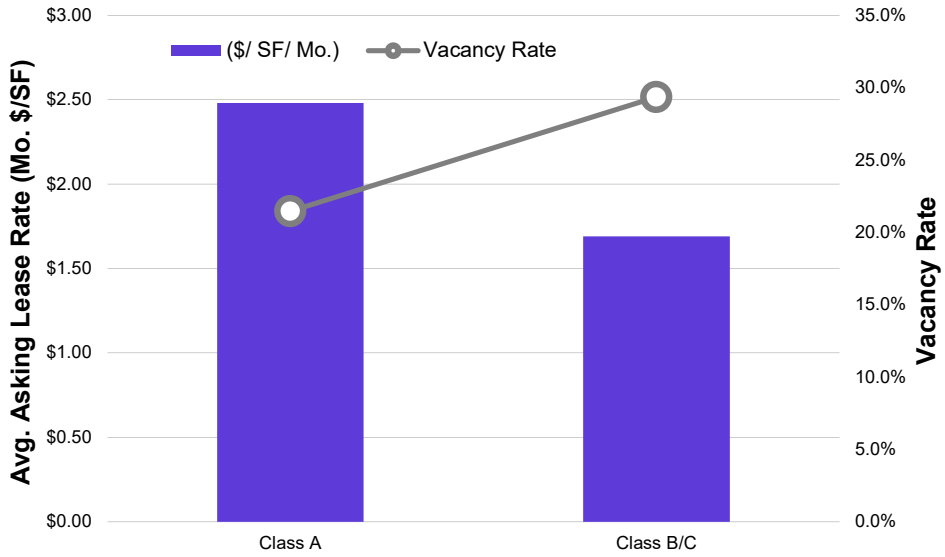
Dallas MSA Office Market Space Type Distribution

Office Market Trends

Buildings that are designated as Class A account for the majority (63%) of total office space in the market. Class A space achieves the highest lease rates and has a lower vacancy rate than other building classes. Dallas is a relatively active Class A office development market with 1.6 million square feet under construction and over 1.6 million square feet delivered over the past 12 months. It is somewhat encouraging to note that there were only 93,000 square feet of negative net absorption during the past year in Class A space. Note: REIS does not track many smaller Class B/C buildings, thus the market share of these buildings may be understated.

Type	Total SF	Vacant SF	Vacancy Rate	Absorption (SF) Last 12 Months	Deliveries (SF) Last 12 Months	Under Construction (SF)	Asking Rent ($/ SF/ Mo.)
Class A	113,764,000	24,406,000	21.5%	(93,000)	1,669,000	1,664,700	$2.48
Class B/C	65,188,000	19,140,000	29.4%	(911,000)	0	0	$1.69
TOTAL:	**178,952,000**	**43,546,000**	**24.3%**	**(1,004,000)**	**1,669,000**	**1,664,700**	**$2.19**





Source: REIS

Dallas MSA Office Characteristics By Submarket

Office Market Trends

The Plano/Allen submarket has higher average lease rates and higher vacancy rates than the MSA overall. Average lease rates in the submarket are higher than the overall MSA ($2.41 versus $2.19 per square foot per month) and the vacancy rates are slightly higher than the overall market (26.1% versus 25.0%). The submarket is also active in terms of development activity with 677,000 square feet of deliveries and 87,000 square feet under construction.

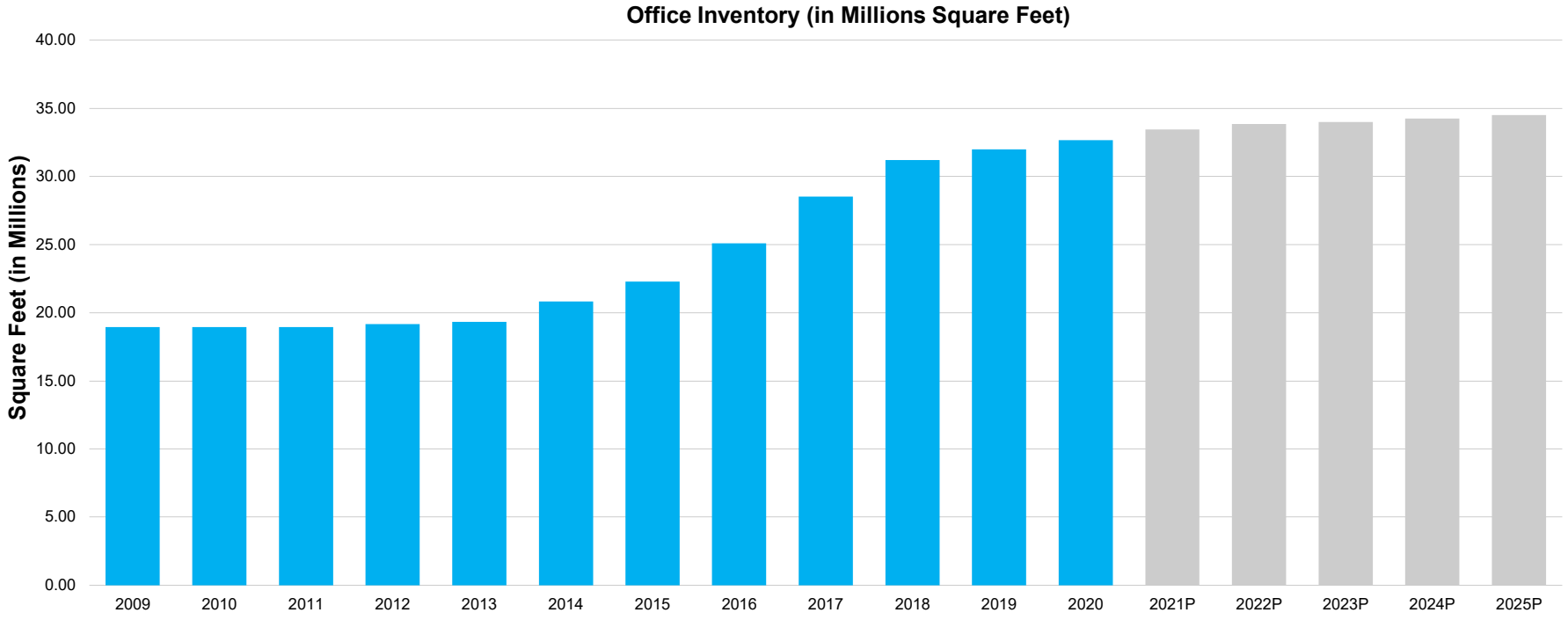
Submarket	Total SF	Vacant SF	Vacancy Rate	Last 12 Months Net Absorption (SF)	Last 12 Months Deliveries (SF)	Under Construction (SF)	Avg. Asking Rent ($/ SF/ Mo.)
Addison/Carrollton/Farmer's Branch	29,139,000	7,689,000	26.4%	107,000	700,000	184,400	$2.15
Dallas CBD	26,493,000	7,812,000	29.5%	(36,000)	44,000	0	$2.17
East Dallas/Near North Central Expy	7,254,000	1,230,000	17.0%	(159,000)	0	0	$2.32
Far East Dallas	799,000	178,000	22.3%	4,000	0	0	$1.57
Flower Mound/Lewisville/Denton	4,882,000	1,031,000	21.1%	143,000	248,000	0	$1.70
Irving	15,785,000	4,081,000	25.9%	(387,000)	0	0	$1.93
Las Colinas	7,808,000	1,671,000	21.4%	(327,000)	0	0	$2.68
LBJ/North Central Expressway	8,253,000	1,883,000	22.8%	38,000	0	0	$1.72
North Central Expy/Northeast Dallas	5,525,000	1,144,000	20.7%	(141,000)	0	0	$1.95
North Dallas	2,720,000	825,000	30.3%	(15,000)	0	0	$1.66
Oaklawn	1,624,000	360,000	22.2%	(22,000)	0	0	$2.43
Plano/Allen	**32,748,000**	**8,540,000**	**26.1%**	**(153,000)**	**677,000**	**87,000**	**$2.41**
Preston Center	3,126,000	390,000	12.5%	(23,000)	0	0	$2.73
Richardson	7,564,000	1,848,000	24.4%	(197,000)	0	0	$1.52
South Dallas	1,354,000	228,000	16.8%	(55,000)	0	0	$1.50
Stemmons Freeway/Love Field	9,405,000	2,960,000	31.5%	(6,000)	0	0	$1.57
Uptown	10,521,000	1,873,000	17.8%	149,000	0	0	$3.20
West LBJ Freeway	4,957,000	1,318,000	26.6%	89,000	0	0	$2.52
TOTAL:	**179,957,000**	**45,061,000**	**25.0%**	**(991,000)**	**1,669,000**	**271,400**	**$2.19**

Source: REIS

Plano/Allen Office Inventory

Office Market Trends

Office inventory in the Plano/Allen submarket has increased significantly in the past five years. The submarket increased by nearly 50% in terms of office inventory since 2014, with notable gains in 2016 (2.8 million square feet), 2017 (3.4 million square feet) and 2018 (2.7 million square feet). This indicates the submarket is a desirable location for new Class A office development.



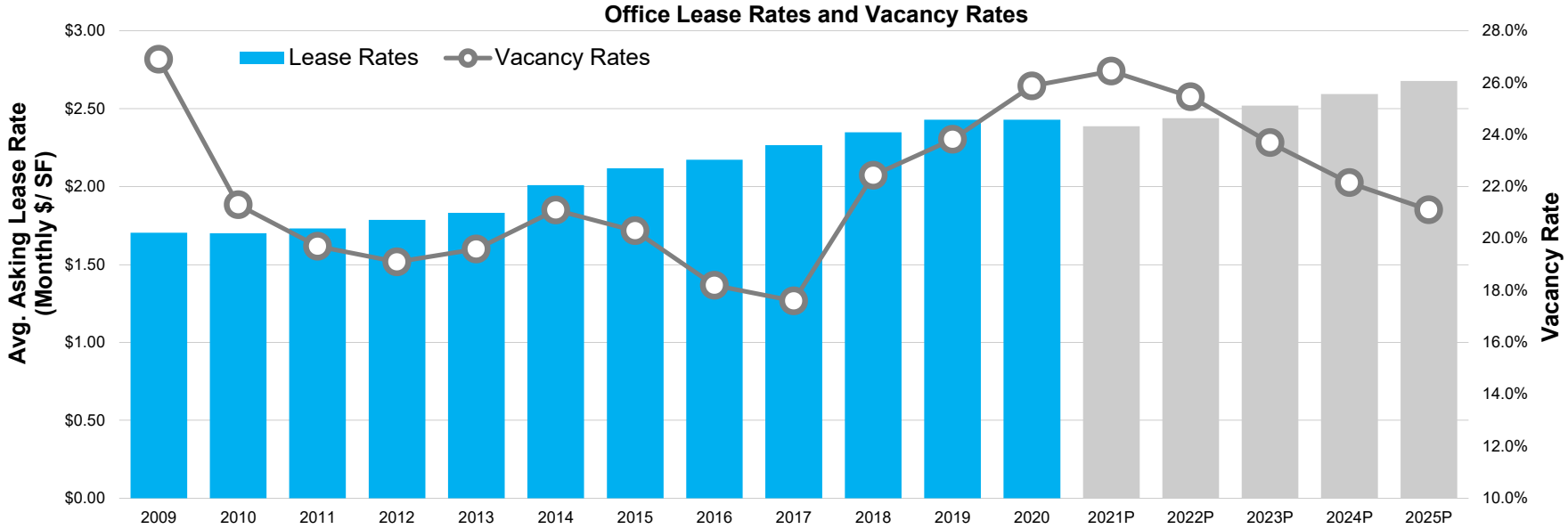
Inventory	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021P	2022P	2023P	2024P	2025P
Total Inventory (SF)	18,957,000	18,957,000	18,957,000	19,177,000	19,327,000	20,829,000	22,287,000	25,089,000	28,534,000	31,204,000	31,984,000	32,661,000	33,443,000	33,852,000	34,001,000	34,245,000	34,497,000
Inventory Change	--	0	0	220,000	150,000	1,502,000	1,458,000	2,802,000	3,445,000	2,670,000	780,000	677,000	782,000	409,000	149,000	244,000	252,000
% Change	--	0.0%	0.0%	1.2%	0.8%	7.8%	7.0%	12.6%	13.7%	9.4%	2.5%	2.1%	2.4%	1.2%	0.4%	0.7%	0.7%

Source: REIS

Plano/Allen Office Lease Rates & Vacancy Rates

Office Market Trends

Average office lease rates in Plano/Allen are increasing while vacancy is also increasing. Average lease rates increased over the past decade, from a low of $1.70 per square foot per month in 2009 to $2.43 per square foot per month in 2020. Vacancy rates increased over the past four years, from 17.6% in 2017 to 25.8% in 2020. While conditions may be soft in the near term due to COVID-19, REIS/Moody's projects rising lease rates and lower vacancy rates from 2022 through 2025.



Lease Rates	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021P	2022P	2023P	2024P	2025P
Lease Rate ($/ SF/ Mo.)	$1.70	$1.70	$1.73	$1.79	$1.83	$2.01	$2.12	$2.17	$2.27	$2.35	$2.43	$2.43	$2.39	$2.44	$2.52	$2.59	$2.68
Lease Rate Change	--	($0.00)	$0.03	$0.06	$0.04	$0.18	$0.11	$0.05	$0.09	$0.08	$0.08	($0.00)	($0.04)	$0.05	$0.08	$0.08	$0.08
% Change	--	-0.1%	1.8%	3.2%	2.5%	9.6%	5.4%	2.6%	4.3%	3.6%	3.4%	0.0%	-1.7%	2.2%	3.3%	3.0%	3.2%

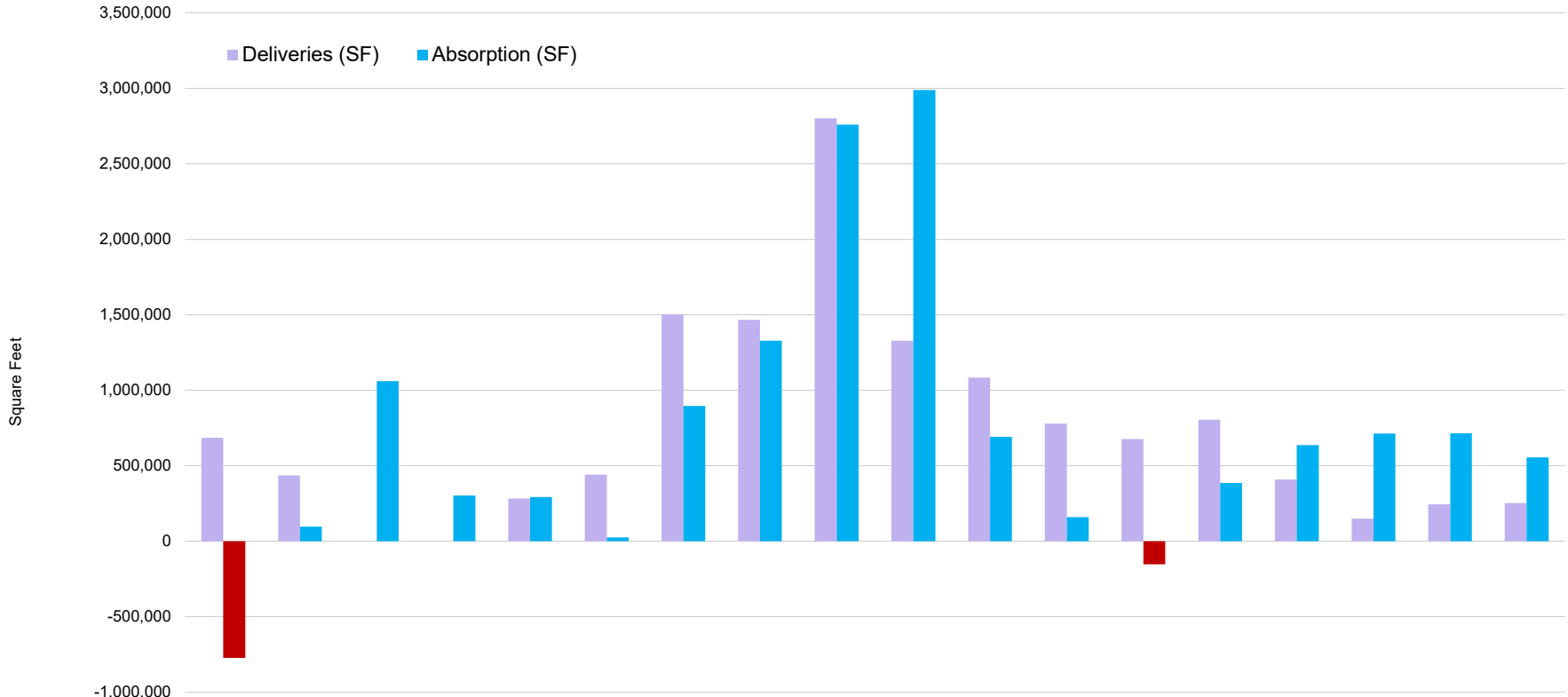
Vacancy Rates	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021P	2022P	2023P	2024P	2025P
Vacancy Rate	26.9%	21.3%	19.7%	19.1%	19.6%	21.1%	20.3%	18.2%	17.6%	22.4%	23.8%	25.9%	26.5%	25.5%	23.7%	22.1%	21.1%
Vac. Rate Change	--	-5.6%	-1.6%	-0.6%	0.5%	1.5%	-0.8%	-2.1%	-0.6%	4.8%	1.4%	2.0%	0.6%	-1.0%	-1.8%	-1.5%	-1.0%
% Change	--	-20.8%	-7.5%	-3.1%	2.6%	7.7%	-3.8%	-10.3%	-3.3%	27.5%	6.2%	8.6%	2.2%	-3.7%	-7.0%	-6.5%	-4.7%

Source: REIS

Plano/Allen Office Absorption Versus Completed Space

Office Market Trends

Net absorption fell into negative territory in 2020, though losses were minimal with 155,000 square feet of negative net absorption. This is an encouraging sign that demand for office space in the submarket has held up relatively well despite the challenges of COVID-19. Moody's/REIS projects soft conditions to continue through 2021, with absorption rebounding to exceed new completion in 2022 and beyond.



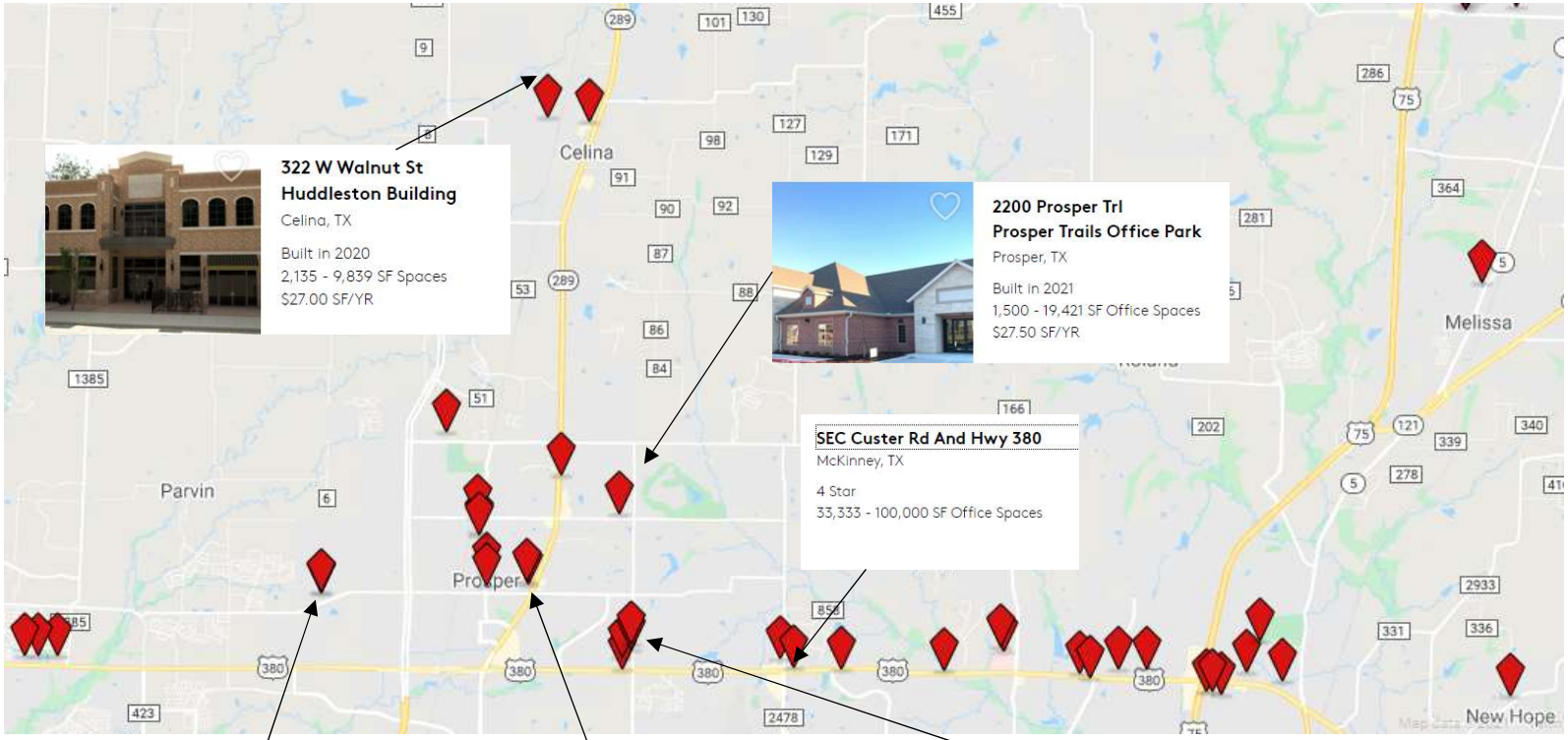
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021P	2022P	2023P	2024P	2025P
Deliveries (SF)	684,000	436,000	0	0	282,000	440,000	1,502,00	1,467,00	2,802,00	1,330,00	1,083,00	780,000	677,000	805,000	409,000	149,000	244,000	252,000
Absorption (SF)	(773,000	97,000	1,061,00	303,000	292,000	25,000	895,000	1,329,00	2,760,00	2,989,00	692,000	160,000	(153,000	386,000	636,000	713,000	714,000	555,000

Source: REIS

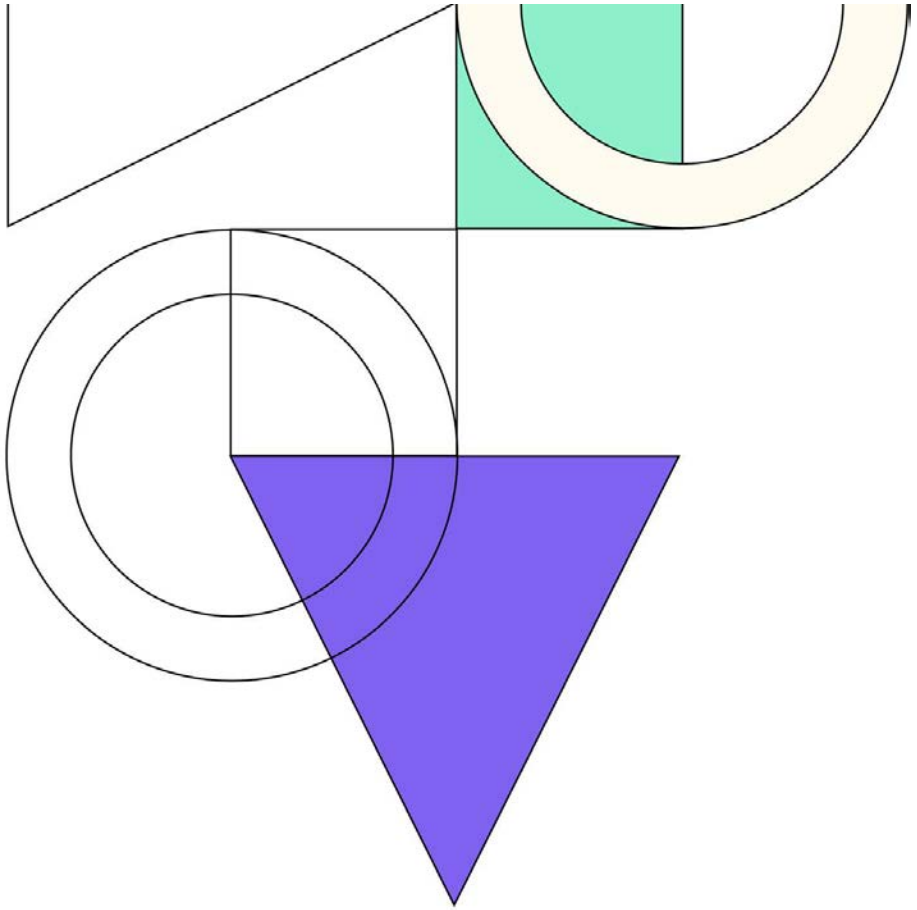
The Office Landscape Surrounding The Site

Office Market Trends

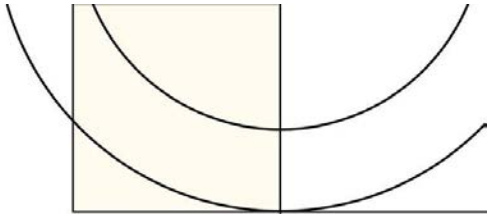
Office developments in Celina and Prosper are generally concentrated along Highway 289 (Preston Road) and U.S. 380. The map below depicts recently completed office projects and new developments south of the Subject Property. Several of these developments are relatively small scale in terms of building sizes and suite sizes, with most projects comprising less than 30,000 square feet. Lease rates for newly completed office space range from $24.50 per square foot per year in Prosper to $39.00 per square foot per year in Frisco.



Source: Loopnet



Appendix

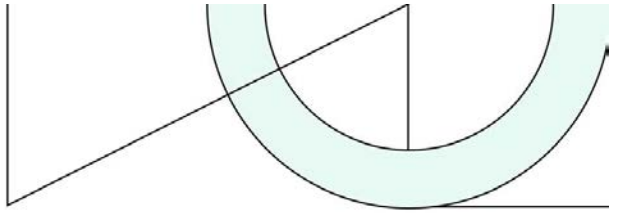


For Sale Recommended Subject Property Detail

Appendix

Subject Property Product Details		Mix	Size (SF)	Bd/Ba	Level	Pkg	Mo. Sales Pace	Base Price	Incentives: Price Reduction	Incentives: Options/ Upgrades	Typical Spending: Options / Upgrades	Typical Spending: Lot Premiums	Estimated Closing Price	Est. Closing $/SF	Pymt Impacting: Mo. HOA	Pymt Impacting: Base Tax	Pymt Impacting: Addl Taxes	90.0% 3.0% Mo.Pmt.	30.0% Qualifying Income
40' PRODUCT SERIES | TBD | DYNAVEST | CELINA																			
Product:	Single Family	1112	1,650	3/2	1	2	4.0	$310,990	$0	$0	$9,330	$3,110	$323,430	$196	$75	3.1%	0.0%	$2,329	$93,165
Configuration:	Detached	1112	2,650	4/2.5	2	2		$373,990	$0	$0	$11,220	$3,740	$388,950	$147	$75	3.1%	0.0%	$2,786	$111,430
Lot Dimension:	40x120																		
Total Units:	2,223																		
		2,223	2,150				4.0	$342,490	$0	$0	$10,275	$3,425	$356,190	$166	$75	3.1%	0.0%	$2,557	$102,298
50' PRODUCT SERIES | TBD | DYNAVEST | CELINA																			
Product:	Single Family	1819	1,850	3/2	1	2	3.5	$350,990	$0	$0	$10,530	$3,510	$365,030	$197	$75	3.1%	0.0%	$2,619	$104,762
Configuration:	Detached	1819	3,100		2	3		$429,740	$0	$0	$12,892	$4,297	$446,930	$144	$75	3.1%	0.0%	$3,190	$127,594
Lot Dimension:	50x120																		
Total Units:	3,637																		
		3,637	2,475				3.5	$390,365	$0	$0	$11,711	$3,904	$405,980	$164	$75	3.1%	0.0%	$2,904	$116,178
60' PRODUCT SERIES | TBD | DYNAVEST | CELINA																			
Product:	Single Family	548	2,050		1	2	2.0	$390,990	$0	$0	$11,730	$3,910	$406,630	$198	$75	1.2%	0.0%	$2,269	$90,741
Configuration:	Detached	548	3,550		2	3		$485,490	$0	$0	$14,565	$4,855	$504,910	$142	$75	3.1%	0.0%	$3,594	$143,757
Lot Dimension:	60x130																		
Total Units:	1,095																		
		1,095	2,800				2.0	$438,240	$0	$0	$13,147	$4,382	$455,770	$163	$75	2.1%	0.0%	$2,931	$117,249

 Source: Zonda

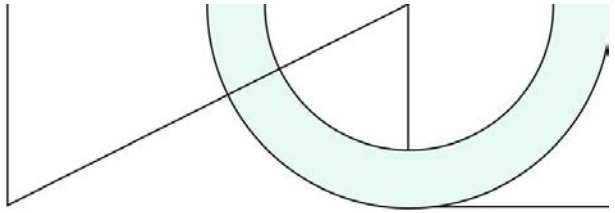


For Sale Competitive Supply Detail

Appendix

Project / Project Detail	Size (SF)	Ba/Bd	Level	Pkg	Base Price	— Incentives — Price Reduction	Options/ Upgrades	— Typical Spending — Options / Upgrades	Lot Premiums	Estimated Closing Price	Est. Closing $/SF	Closing $/ Incentive	— Pymt Impacting — Mo. HOA	Base Tax	Addl Taxes	90.0% 3.0% Mo.Pmt.	35.0% Qualifying Income
1 Sutton Fields/50 | Stonehollow | Sutton Fields | Celina | Detached - 5,750 OR 50x115 | Expected Sell-Out By 02/23 at 1.54 per mo.																	
Contracts / Sales Pace / SP L3M: 35 / 1.5 / 2.7	1,609	2/3	1	2	$370,990	$0	$0	$0	$0	$370,990	$231	$0	$46	2.6%	0.0%	$2,461	$98,437
Annual Starts / L12M Start Rate: 36 / 3.0	1,866	2/4	1	2	$384,990	$0	$0	$0	$0	$384,990	$206	$0	$46	2.6%	0.0%	$2,552	$102,083
Annual Closings / L12M Closing Rate: 27 / 2.3	2,366	2.5/3	2	2	$446,990	$0	$0	$0	$0	$446,990	$189	$0	$46	2.6%	0.0%	$2,956	$118,226
Total Units / Occupancy / Occ. Rate: 66 / - / -	2,422	2.5/4	2	2	$450,990	$0	$0	$0	$0	$450,990	$186	$0	$46	2.6%	0.0%	$2,982	$119,268
	2,582	3.5/4	2	2	$467,990	$0	$0	$0	$0	$467,990	$181	$0	$46	2.6%	0.0%	$3,092	$123,694
	2,617	3/5	2	2	$467,990	$0	$0	$0	$0	$467,990	$179	$0	$46	2.6%	0.0%	$3,092	$123,694
	3,226	3.5/4	2	2	$498,990	$0	$0	$0	$0	$498,990	$155	$0	$46	2.6%	0.0%	$3,294	$131,766
	3,481	3.5/4	2	2	$511,990	$0	$0	$0	$0	$511,990	$147	$0	$46	2.6%	0.0%	$3,379	$135,151
	2,521				$450,115	$0	$0	$0	$0	$450,115	$184	$0	$46	2.6%	0.0%	$2,976	$119,040
2 Sutton Fields/50 | Lennar | Sutton Fields | Celina | Detached - 5,750 OR 50x115 | Expected Sell-Out By 09/21 at 3.94 per mo.																	
Contracts / Sales Pace / SP L3M: 88 / 3.9 / 2.7	1,602	2/3	1	2	$307,999	$0	$0	$0	$0	$307,999	$192	$0	$46	2.6%	0.0%	$2,051	$82,036
Annual Starts / L12M Start Rate: 84 / 7.0	1,838	2/4	1	2	$314,999	$0	$0	$0	$0	$314,999	$171	$0	$46	2.6%	0.0%	$2,096	$83,859
Annual Closings / L12M Closing Rate: 63 / 5.3	1,996	2/4	1	2	$323,999	$0	$0	$0	$0	$323,999	$162	$0	$46	2.6%	0.0%	$2,155	$86,202
Total Units / Occupancy / Occ. Rate: 100 / - / -	2,245	2.5/4	2	2	$340,999	$0	$0	$0	$0	$340,999	$152	$0	$46	2.6%	0.0%	$2,266	$90,628
	2,348	2.5/4	2	2	$346,999	$0	$0	$0	$0	$346,999	$148	$0	$46	2.6%	0.0%	$2,305	$92,191
	2,786	4.5/5	2	2	$372,999	$0	$0	$0	$0	$372,999	$134	$0	$46	2.6%	0.0%	$2,474	$98,961
	2,136				$334,666	$0	$0	$0	$0	$334,666	$160	$0	$46	2.6%	0.0%	$2,224	$88,979
3 Sutton Fields/50 | D.R. Horton | Sutton Fields | Aubrey | Detached - 5,750 OR 50x115 | Expected Sell-Out By 06/21 at 4.89 per mo.																	
Contracts / Sales Pace / SP L3M: 164 / 4.9 / -	1,620	2/3	1	2	$331,000	$0	$0	$0	$0	$331,000	$204	$0	$46	2.6%	0.0%	$2,201	$88,025
Annual Starts / L12M Start Rate: 21 / 1.8	1,735	2/3	1	2	$336,000	$0	$0	$0	$0	$336,000	$194	$0	$46	2.6%	0.0%	$2,233	$89,327
Annual Closings / L12M Closing Rate: 31 / 2.6	1,829	2/4	1	2	$343,000	$0	$0	$0	$0	$343,000	$188	$0	$46	2.6%	0.0%	$2,279	$91,149
Total Units / Occupancy / Occ. Rate: 164 / - / -	1,831	2/4	1	2	$345,000	$0	$0	$0	$0	$345,000	$188	$0	$46	2.6%	0.0%	$2,292	$91,670
	2,014	2/4	1	2	$355,000	$0	$0	$0	$0	$355,000	$176	$0	$46	2.6%	0.0%	$2,357	$94,274
	2,017	2/4	1	2	$357,000	$0	$0	$0	$0	$357,000	$177	$0	$46	2.6%	0.0%	$2,370	$94,795
	2,060	3/4	1	2	$359,000	$0	$0	$0	$0	$359,000	$174	$0	$46	2.6%	0.0%	$2,383	$95,316
	2,185	3/4	2	2	$369,000	$0	$0	$0	$0	$369,000	$169	$0	$46	2.6%	0.0%	$2,448	$97,919
	2,329	3/4	2	2	$376,000	$0	$0	$0	$0	$376,000	$161	$0	$46	2.6%	0.0%	$2,494	$99,742
	2,506	4/4	2	2	$380,000	$0	$0	$0	$0	$380,000	$152	$0	$46	2.6%	0.0%	$2,520	$100,783
	2,526	3/4	2	2	$385,000	$0	$0	$0	$0	$385,000	$152	$0	$46	2.6%	0.0%	$2,552	$102,085
	2,714	2.5/4	2	2	$391,000	$0	$0	$0	$0	$391,000	$144	$0	$46	2.6%	0.0%	$2,591	$103,648
	2,913	3/4	2	2	$401,000	$0	$0	$0	$0	$401,000	$138	$0	$46	2.6%	0.0%	$2,656	$106,251
	2,175				$363,692	$0	$0	$0	$0	$363,692	$171	$0	$46	2.6%	0.0%	$2,413	$96,537

 Source: Zonda, Individual Communities

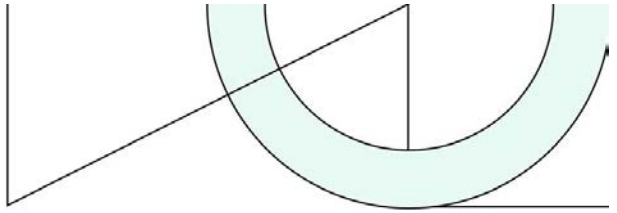


For Sale Competitive Supply Detail

Appendix

Project / Project Detail	Size (SF)	Ba/Bd	Level	Pkg	Base Price	— Incentives — Price Reduction	Options/ Upgrades	— Typical Spending — Options / Upgrades	Lot Premiums	Estimated Closing Price	Est. Closing $/SF	Closing $/ Incentive	— Pymt Impacting — Mo. HOA	Base Tax	Addl Taxes	90.0% 3.0% Mo.Pmt.	35.0% Qualifying Income
4 Sutton Fields/50 | Express Homes | Sutton Fields | Aubrey | Detached - 5,750 OR 50x115 | Expected Sell-Out By 08/22 at 3.55 per mo.																	
Contracts / Sales Pace / SP L3M: 24 / 3.6 / 3.7	1,737	2/4	1	2	$317,000	$0	$0	$0	$0	$317,000	$182	$0	$46	2.6%	0.0%	$2,109	$84,380
Annual Starts / L12M Start Rate: 141 / 11.8	1,864	2/4	1	2	$325,000	$0	$0	$0	$0	$325,000	$174	$0	$46	2.6%	0.0%	$2,162	$86,463
Annual Closings / L12M Closing Rate: 4 / 0.3	1,943	2/4	1	2	$335,000	$0	$0	$0	$0	$335,000	$172	$0	$46	2.6%	0.0%	$2,227	$89,066
Total Units / Occupancy / Occ. Rate: 71 / - / -	2,118	3/4	1	2	$337,000	$0	$0	$0	$0	$337,000	$159	$0	$46	2.6%	0.0%	$2,240	$89,587
	2,240	3/4	2	2	$355,000	$0	$0	$0	$0	$355,000	$158	$0	$46	2.6%	0.0%	$2,357	$94,274
	2,577	2.5/4	2	2	$382,000	$0	$0	$0	$0	$382,000	$148	$0	$46	2.6%	0.0%	$2,533	$101,304
	2,080				$341,833	$0	$0	$0	$0	$341,833	$166	$0	$46	2.6%	0.0%	$2,271	$90,846
5 Sutton Fields/60 | First Texas | Sutton Fields | Celina | Detached - 6,900 OR 60x115 | Expected Sell-Out By 10/21 at 4.49 per mo.																	
Contracts / Sales Pace / SP L3M: 205 / 4.5 / 9.(	2,027	2/3	1	2	$425,950	$0	$0	$0	$0	$425,950	$210	$0	$46	2.6%	0.0%	$2,819	$112,748
Annual Starts / L12M Start Rate: 67 / 5.6	2,323	2/3	1	2	$439,950	$0	$0	$0	$0	$439,950	$189	$0	$46	2.6%	0.0%	$2,910	$116,393
Annual Closings / L12M Closing Rate: 30 / 2.5	2,836	2.5/4	2	2	$472,950	$0	$0	$0	$0	$472,950	$167	$0	$46	2.6%	0.0%	$3,125	$124,986
Total Units / Occupancy / Occ. Rate: 217 / - / -	2,846	2.5/4	2	2	$476,950	$0	$0	$0	$0	$476,950	$168	$0	$46	2.6%	0.0%	$3,151	$126,027
	3,100	3.5/5	2	2	$478,950	$0	$0	$0	$0	$478,950	$155	$0	$46	2.6%	0.0%	$3,164	$126,548
	3,100	3.5/5	2	2	$478,950	$0	$0	$0	$0	$478,950	$155	$0	$46	2.6%	0.0%	$3,164	$126,548
	3,107	3.5/4	2	2	$480,950	$0	$0	$0	$0	$480,950	$155	$0	$46	2.6%	0.0%	$3,177	$127,069
	3,319	3.5/4	2	2	$481,950	$0	$0	$0	$0	$481,950	$145	$0	$46	2.6%	0.0%	$3,183	$127,329
	3,356	3.5/5	2	3	$483,950	$0	$0	$0	$0	$483,950	$144	$0	$46	2.6%	0.0%	$3,196	$127,850
	3,520	3.5/5	2	2	$483,950	$0	$0	$0	$0	$483,950	$137	$0	$46	2.6%	0.0%	$3,196	$127,850
	3,520	3.5/5	2	2	$483,950	$0	$0	$0	$0	$483,950	$137	$0	$46	2.6%	0.0%	$3,196	$127,850
	3,603	3.5/5	2	2	$492,950	$0	$0	$0	$0	$492,950	$137	$0	$46	2.6%	0.0%	$3,255	$130,193
	3,626	3.5/5	2	3	$493,950	$0	$0	$0	$0	$493,950	$136	$0	$46	2.6%	0.0%	$3,261	$130,453
	3,788	3.5/5	2	2	$493,950	$0	$0	$0	$0	$493,950	$130	$0	$46	2.6%	0.0%	$3,261	$130,453
	3,943	3.5/5	2	2	$500,950	$0	$0	$0	$0	$500,950	$127	$0	$46	2.6%	0.0%	$3,307	$132,276
	4,245	3.5/5	2	2	$510,950	$0	$0	$0	$0	$510,950	$120	$0	$46	2.6%	0.0%	$3,372	$134,880
	4,265	3.5/5	2	2	$515,950	$0	$0	$0	$0	$515,950	$121	$0	$46	2.6%	0.0%	$3,405	$136,182
	3,325				$482,185	$0	$0	$0	$0	$482,185	$149	$0	$46	2.6%	0.0%	$3,185	$127,390
6 Cambridge Crossing/50 | Highland | Cambridge Crossing | Celina | Detached - 6,200 OR 50x124 | Expected Sell-Out By 04/22 at 3.08 per mo.																	
Contracts / Sales Pace / SP L3M: 36 / 3.1 / 3.0	2,240	2/4	1	2	$490,990	$0	$0	$0	$0	$490,990	$219	$0	$139	2.4%	0.0%	$3,241	$129,638
Annual Starts / L12M Start Rate: 27 / 2.3	2,263	2/4	1	2	$495,990	$0	$0	$0	$0	$495,990	$219	$0	$139	2.4%	0.0%	$3,273	$130,902
Annual Closings / L12M Closing Rate: 11 / 0.9	2,299	2/4	1	2	$495,990	$0	$0	$0	$0	$495,990	$216	$0	$139	2.4%	0.0%	$3,273	$130,902
Total Units / Occupancy / Occ. Rate: 69 / - / -	2,593	3/4	2	2	$521,990	$0	$0	$0	$0	$521,990	$201	$0	$139	2.4%	0.0%	$3,437	$137,473
	2,765	4/4	2	2	$540,990	$0	$0	$0	$0	$540,990	$196	$0	$139	2.4%	0.0%	$3,557	$142,274
	2,843	3/4	2	2	$544,990	$0	$0	$0	$0	$544,990	$192	$0	$139	2.4%	0.0%	$3,582	$143,285
	2,965	3/4	2	2	$549,990	$0	$0	$0	$0	$549,990	$185	$0	$139	2.4%	0.0%	$3,614	$144,548
	2,567				$520,133	$0	$0	$0	$0	$520,133	$204	$0	$139	2.4%	0.0%	$3,425	$137,003

 Source: Zonda, Individual Communities

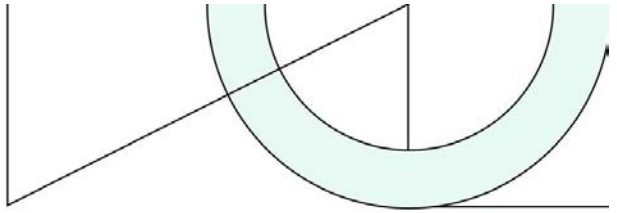


For Sale Competitive Supply Detail

Appendix

Project / Project Detail	Size (SF)	Ba/Bd	Level	Pkg	Base Price	— Incentives — Price Reduction	Options/ Upgrades	— Typical Spending — Options / Upgrades	Lot Premiums	Estimated Closing Price	Est. Closing $/SF	Closing $/ Incentive	— Pymt Impacting — Mo. HOA	Base Tax	Addl Taxes	90.0% 3.0% Mo.Pmt.	35.0% Qualifying Income
7 Cambridge Crossing/50 | Perry | Cambridge Crossing | Celina | Detached - 6,200 OR 50x124 | Expected Sell-Out By 11/22 at 2.61 per mo.																	
Contracts / Sales Pace / SP L3M: 36 / 2.6 / 5.7	1,996	2/3	1	2	$495,900	$0	$0	$0	$0	$495,900	$248	$0	$139	2.4%	0.0%	$3,272	$130,879
Annual Starts / L12M Start Rate: 35 / 2.9	2,206	2/3	1	2	$510,900	$0	$0	$0	$0	$510,900	$232	$0	$139	2.4%	0.0%	$3,367	$134,670
Annual Closings / L12M Closing Rate: 12 / 1.0	2,267	2/4	1	2	$508,900	$0	$0	$0	$0	$508,900	$224	$0	$139	2.4%	0.0%	$3,354	$134,165
Total Units / Occupancy / Occ. Rate: 83 / - / -	2,352	3/4	1	2	$523,900	$0	$0	$0	$0	$523,900	$223	$0	$139	2.4%	0.0%	$3,449	$137,955
	2,443	3/4	1	2	$540,900	$0	$0	$0	$0	$540,900	$221	$0	$139	2.4%	0.0%	$3,556	$142,251
	2,504	3/4	1	2	$534,900	$0	$0	$0	$0	$534,900	$214	$0	$139	2.4%	0.0%	$3,518	$140,735
	2,561	3/4	2	2	$562,900	$0	$0	$0	$0	$562,900	$220	$0	$139	2.4%	0.0%	$3,695	$147,811
	2,567	3/4	1	2	$545,900	$0	$0	$0	$0	$545,900	$213	$0	$139	2.4%	0.0%	$3,588	$143,515
	2,598	2.5/4	2	2	$558,900	$0	$0	$0	$0	$558,900	$215	$0	$139	2.4%	0.0%	$3,670	$146,800
	2,694	3/4	2	2	$582,900	$0	$0	$0	$0	$582,900	$216	$0	$139	2.4%	0.0%	$3,822	$152,865
	2,942	3.5/4	1	3	$605,900	$0	$0	$0	$0	$605,900	$206	$0	$139	2.4%	0.0%	$3,967	$158,677
	2,999	3.5/4	2	3	$629,900	$0	$0	$0	$0	$629,900	$210	$0	$139	2.4%	0.0%	$4,119	$164,743
	3,190	3.5/4	2	3	$626,900	$0	$0	$0	$0	$626,900	$197	$0	$139	2.4%	0.0%	$4,100	$163,984
	2,563				$556,054	$0	$0	$0	$0	$556,054	$218	$0	$139	2.4%	0.0%	$3,652	$146,081
8 Cambridge Crossing/60 | Coventry | Cambridge Crossing | Celina | Detached - 7,200 OR 60x120 | Expected Sell-Out By 07/27 at 0.68 per mo.																	
Contracts / Sales Pace / SP L3M: 9 / 0.7 / 0.3	2,400	2/3	1	3	$520,990	$0	$0	$0	$0	$520,990	$217	$0	$139	2.4%	0.0%	$3,431	$137,254
Annual Starts / L12M Start Rate: 16 / 1.3	2,595	2/3	1	3	$530,990	$0	$0	$0	$0	$530,990	$205	$0	$139	2.4%	0.0%	$3,495	$139,781
Annual Closings / L12M Closing Rate: 5 / 0.4	2,859	3/4	0	3	$555,990	$0	$0	$0	$0	$555,990	$194	$0	$139	2.4%	0.0%	$3,653	$146,101
Total Units / Occupancy / Occ. Rate: 58 / - / -	2,892	2/3	1	3	$557,990	$0	$0	$0	$0	$557,990	$193	$0	$139	2.4%	0.0%	$3,665	$146,606
	3,157	3/4	2	3	$568,990	$0	$0	$0	$0	$568,990	$180	$0	$139	2.4%	0.0%	$3,735	$149,387
	3,158	3/4	2	3	$571,990	$0	$0	$0	$0	$571,990	$181	$0	$139	2.4%	0.0%	$3,754	$150,145
	3,649	3.5/5	2	3	$616,990	$0	$0	$0	$0	$616,990	$169	$0	$139	2.4%	0.0%	$4,038	$161,520
	2,959				$560,561	$0	$0	$0	$0	$560,561	$191	$0	$139	2.4%	0.0%	$3,681	$147,256
9 Cambridge Crossing/60 | UnionMain | Cambridge Crossing | Celina | Detached - 7,200 OR 60x120 | Expected Sell-Out By 01/22 at 3.06 per mo.																	
Contracts / Sales Pace / SP L3M: 40 / 3.1 / 3.3	2,491	3/4	1	2	$562,990	$0	$0	$0	$0	$562,990	$226	$0	$139	2.4%	0.0%	$3,697	$147,870
Annual Starts / L12M Start Rate: 25 / 2.1	2,553	2.5/3	1	3	$568,990	$0	$0	$0	$0	$568,990	$223	$0	$139	2.4%	0.0%	$3,735	$149,387
Annual Closings / L12M Closing Rate: 12 / 1.0	2,786	3/4	1	3	$593,990	$0	$0	$0	$0	$593,990	$213	$0	$139	2.4%	0.0%	$3,893	$155,706
Total Units / Occupancy / Occ. Rate: 59 / - / -	2,931	3.5/4	1	2	$605,990	$0	$0	$0	$0	$605,990	$207	$0	$139	2.4%	0.0%	$3,968	$158,740
	3,349	3/4	2	2	$644,990	$0	$0	$0	$0	$644,990	$193	$0	$139	2.4%	0.0%	$4,215	$168,598
	3,527	4.5/5	2	3	$654,990	$0	$0	$0	$0	$654,990	$186	$0	$139	2.4%	0.0%	$4,278	$171,126
	2,940				$605,323	$0	$0	$0	$0	$605,323	$208	$0	$139	2.4%	0.0%	$3,964	$158,571

Source: Zonda, Individual Communities

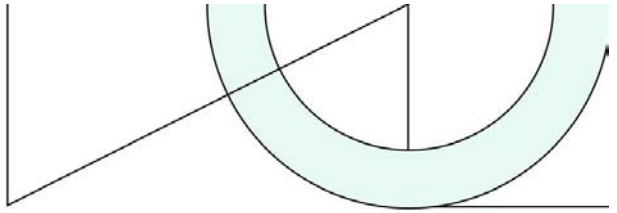


For Sale Competitive Supply Detail

Appendix

Project / Project Detail	Size (SF)	Ba/Bd	Level	Pkg	Base Price	— Incentives — Price Reduction	Options/ Upgrades	— Typical Spending — Options / Upgrades	Lot Premiums	Estimated Closing Price	Est. Closing $/SF	Closing $/ Incentive	— Pymt Impacting — Mo. HOA	Base Tax	Addl Taxes	90.0% 3.0% Mo.Pmt.	35.0% Qualifying Income
10 Green Meadows/50 | Pacesetter | Green Meadows | Celina | Detached - 6,250 OR 50x125																	
Total Units/Remaining: 49 / -	1,603	2/3	1	2	$380,900	$0	$0	$0	$0	$380,900	$238	$0	$148	2.9%	0.0%	$2,710	$108,399
Contracts: -	1,827	2/3	1	2	$388,900	$0	$0	$0	$0	$388,900	$213	$0	$148	2.9%	0.0%	$2,764	$110,551
Sales Pace Overall: -	1,874	2/3	1	2	$401,900	$0	$0	$0	$0	$401,900	$214	$0	$148	2.9%	0.0%	$2,851	$114,049
Sales Pace L3M: -	1,931	2/3	1	2	$412,900	$0	$0	$0	$0	$412,900	$214	$0	$148	2.9%	0.0%	$2,925	$117,008
	2,081	2/3	1	2	$415,900	$0	$0	$0	$0	$415,900	$200	$0	$148	2.9%	0.0%	$2,945	$117,815
	2,081	2/3	1	2	$443,900	$0	$0	$0	$0	$443,900	$213	$0	$148	2.9%	0.0%	$3,134	$125,349
	2,129	2/3	1	2	$414,900	$0	$0	$0	$0	$414,900	$195	$0	$148	2.9%	0.0%	$2,939	$117,546
	2,266	2/3	1	2	$431,900	$0	$0	$0	$0	$431,900	$191	$0	$148	2.9%	0.0%	$3,053	$122,120
	2,394	3/4	1	2	$435,900	$0	$0	$0	$0	$435,900	$182	$0	$148	2.9%	0.0%	$3,080	$123,196
	2,403	2/4	1	2	$459,900	$0	$0	$0	$0	$459,900	$191	$0	$148	2.9%	0.0%	$3,241	$129,653
	2,504	2/3	2	2	$455,900	$0	$0	$0	$0	$455,900	$182	$0	$148	2.9%	0.0%	$3,214	$128,577
	2,534	2/3	1	2	$467,900	$0	$0	$0	$0	$467,900	$185	$0	$148	2.9%	0.0%	$3,295	$131,806
	2,726	2.5/4	2	2	$466,900	$0	$0	$0	$0	$466,900	$171	$0	$148	2.9%	0.0%	$3,288	$131,537
	2,788	2/3	1	2	$490,900	$0	$0	$0	$0	$490,900	$176	$0	$148	2.9%	0.0%	$3,450	$137,994
	2,864	2.5/4	2	2	$476,900	$0	$0	$0	$0	$476,900	$167	$0	$148	2.9%	0.0%	$3,356	$134,227
	2,871	3/4	2	2	$496,900	$0	$0	$0	$0	$496,900	$173	$0	$148	2.9%	0.0%	$3,490	$139,608
	3,076	3/4	2	2	$513,900	$0	$0	$0	$0	$513,900	$167	$0	$148	2.9%	0.0%	$3,605	$144,182
	2,350				$444,488	$0	$0	$0	$0	$444,488	$192	$0	$148	2.9%	0.0%	$3,138	$125,507
11 Green Meadows/50 | CastleRock | Green Meadows | Celina | Detached - 6,250 OR 50x125 | Expected Sell-Out By 04/23 at 3.11 per mo.																	
Total Units/Remaining: 89 / 68	1,666	2/3	1	2	$407,990	$0	$0	$0	$0	$407,990	$245	$0	$148	2.9%	0.0%	$2,892	$115,687
Contracts: 21	1,705	2/3	1	2	$412,990	$0	$0	$0	$0	$412,990	$242	$0	$148	2.9%	0.0%	$2,926	$117,033
Sales Pace Overall: 3.1	1,801	2/3	1	2	$422,990	$0	$0	$0	$0	$422,990	$235	$0	$148	2.9%	0.0%	$2,993	$119,723
Sales Pace L3M: 1.7	1,850	2/3	1	2	$422,990	$0	$0	$0	$0	$422,990	$229	$0	$148	2.9%	0.0%	$2,993	$119,723
	2,009	2/3	1	2	$429,990	$0	$0	$0	$0	$429,990	$214	$0	$148	2.9%	0.0%	$3,040	$121,606
	2,264	2/3	1	2	$448,990	$0	$0	$0	$0	$448,990	$198	$0	$148	2.9%	0.0%	$3,168	$126,718
	2,321	2.5/3	2	2	$462,990	$0	$0	$0	$0	$462,990	$199	$0	$148	2.9%	0.0%	$3,262	$130,485
	2,552	2.5/4	2	2	$470,990	$0	$0	$0	$0	$470,990	$185	$0	$148	2.9%	0.0%	$3,316	$132,637
	2,575	3/4	2	2	$465,990	$0	$0	$0	$0	$465,990	$181	$0	$148	2.9%	0.0%	$3,282	$131,292
	2,697	2.5/4	2	2	$470,990	$0	$0	$0	$0	$470,990	$175	$0	$148	2.9%	0.0%	$3,316	$132,637
	2,809	2.5/4	2	2	$482,990	$0	$0	$0	$0	$482,990	$172	$0	$148	2.9%	0.0%	$3,397	$135,866
	2,843	2.5/4	2	2	$481,990	$0	$0	$0	$0	$481,990	$170	$0	$148	2.9%	0.0%	$3,390	$135,597
	2,959	2.5/4	2	2	$494,990	$0	$0	$0	$0	$494,990	$167	$0	$148	2.9%	0.0%	$3,477	$139,094
	3,313	3.5/4	2	2	$510,990	$0	$0	$0	$0	$510,990	$154	$0	$148	2.9%	0.0%	$3,585	$143,399
	2,383				$456,276	$0	$0	$0	$0	$456,276	$198	$0	$148	2.9%	0.0%	$3,217	$128,678

 Source: Zonda, Individual Communities

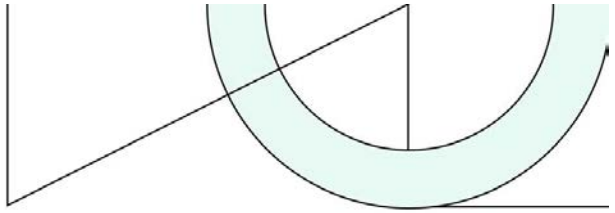


For Sale Competitive Supply Detail

Appendix

Project / Project Detail	Size (SF)	Ba/Bd	Level	Pkg	Base Price	— Incentives — Price Reduction	Options/ Upgrades	— Typical Spending — Options / Upgrades	Lot Premiums	Estimated Closing Price	Est. Closing $/SF	Closing $/ Incentive	— Pymt Impacting — Mo. HOA	Base Tax	Addl Taxes	90.0% 3.0% Mo.Pmt.	35.0% Qualifying Income
12 Green Meadows/50 | Gehan | Green Meadows | Celina | Detached - 6,250 OR 50x125 | Expected Sell-Out By 11/21 at 6.45 per mo.																	
Total Units/Remaining: 75 / 27	1,850	2/3	1	2	$433,990	$0	$0	$0	$0	$433,990	$235	$0	$148	2.9%	0.0%	$3,067	$122,682
Contracts: 48	1,970	2/3	1	2	$437,990	$0	$0	$0	$0	$437,990	$222	$0	$148	2.9%	0.0%	$3,094	$123,759
Sales Pace Overall: 6.4	2,020	2/3	1	2	$440,990	$0	$0	$0	$0	$440,990	$218	$0	$148	2.9%	0.0%	$3,114	$124,566
Sales Pace L3M: 8.3	2,170	3/4	1	2	$450,990	$0	$0	$0	$0	$450,990	$208	$0	$148	2.9%	0.0%	$3,181	$127,256
	2,210	3/4	1	2	$453,990	$0	$0	$0	$0	$453,990	$205	$0	$148	2.9%	0.0%	$3,202	$128,063
	2,470	3/4	2	2	$463,990	$0	$0	$0	$0	$463,990	$188	$0	$148	2.9%	0.0%	$3,269	$130,754
	2,640	2.5/3	2	2	$477,990	$0	$0	$0	$0	$477,990	$181	$0	$148	2.9%	0.0%	$3,363	$134,520
	2,730	2.5/4	2	2	$482,990	$0	$0	$0	$0	$482,990	$177	$0	$148	2.9%	0.0%	$3,397	$135,866
	2,258				$455,365	$0	$0	$0	$0	$455,365	$204	$0	$148	2.9%	0.0%	$3,211	$128,433
13 Green Meadows/60 | CastleRock | Green Meadows | Celina | Detached - 7,500 OR 60x125																	
Total Units/Remaining: - / -	2,453	2.5/3	1	2	$474,990	$0	$0	$0	$0	$474,990	$194	$0	$156	2.9%	0.0%	$3,349	$133,959
Contracts: -	2,578	2/3	1	2	$491,990	$0	$0	$0	$0	$491,990	$191	$0	$156	2.9%	0.0%	$3,463	$138,530
Sales Pace Overall: -	2,585	2/3	1	2	$505,990	$0	$0	$0	$0	$505,990	$196	$0	$156	2.9%	0.0%	$3,557	$142,294
Sales Pace L3M: -	2,799	2.5/3	1	2	$514,990	$0	$0	$0	$0	$514,990	$184	$0	$156	2.9%	0.0%	$3,618	$144,714
	2,971	3/4	2	3	$536,990	$0	$0	$0	$0	$536,990	$181	$0	$156	2.9%	0.0%	$3,766	$150,630
	3,005	3.5/4	2	2	$553,990	$0	$0	$0	$0	$553,990	$184	$0	$156	2.9%	0.0%	$3,880	$155,201
	3,195	3/4	2	3	$572,990	$0	$0	$0	$0	$572,990	$179	$0	$156	2.9%	0.0%	$4,008	$160,310
	3,254	3.5/4	2	2	$567,990	$0	$0	$0	$0	$567,990	$175	$0	$156	2.9%	0.0%	$3,974	$158,965
	3,409	3/4	2	3	$579,990	$0	$0	$0	$0	$579,990	$170	$0	$156	2.9%	0.0%	$4,055	$162,192
	3,688	4/5	2	3	$597,990	$0	$0	$0	$0	$597,990	$162	$0	$156	2.9%	0.0%	$4,176	$167,032
	3,712	3.5/4	2	2	$604,990	$0	$0	$0	$0	$604,990	$163	$0	$156	2.9%	0.0%	$4,223	$168,914
	4,052	3.5/5	2	2	$629,990	$0	$0	$0	$0	$629,990	$155	$0	$156	2.9%	0.0%	$4,391	$175,636
	4,299	4.5/5	2	2	$649,990	$0	$0	$0	$0	$649,990	$151	$0	$156	2.9%	0.0%	$4,525	$181,014
	3,231				$560,221	$0	$0	$0	$0	$560,221	$176	$0	$156	2.9%	0.0%	$3,922	$156,876
14 Green Meadows/60 | Gehan | Green Meadows | Celina | Detached - 7,500 OR 60x125																	
Total Units/Remaining: - / -	2,430	2/3	1	2	$497,990	$0	$0	$0	$0	$497,990	$205	$0	$156	2.9%	0.0%	$3,504	$140,143
Contracts: -	2,610	2.5/3	1	2	$515,990	$0	$0	$0	$0	$515,990	$198	$0	$156	2.9%	0.0%	$3,625	$144,983
Sales Pace Overall: -	2,900	2.5/3	1	3	$530,990	$0	$0	$0	$0	$530,990	$183	$0	$156	2.9%	0.0%	$3,725	$149,017
Sales Pace L3M: -	3,000	3/4	1	2	$538,990	$0	$0	$0	$0	$538,990	$180	$0	$156	2.9%	0.0%	$3,779	$151,168
	3,050	2.5/4	2	2	$502,990	$0	$0	$0	$0	$502,990	$165	$0	$156	2.9%	0.0%	$3,537	$141,488
	3,390	2.5/4	2	3	$556,990	$0	$0	$0	$0	$556,990	$164	$0	$156	2.9%	0.0%	$3,900	$156,008
	3,530	2.5/4	2	2	$562,990	$0	$0	$0	$0	$562,990	$159	$0	$156	2.9%	0.0%	$3,941	$157,621
	3,720	3.5/5	2	2	$572,990	$0	$0	$0	$0	$572,990	$154	$0	$156	2.9%	0.0%	$4,008	$160,310
	4,130	3.5/5	2	3	$597,990	$0	$0	$0	$0	$597,990	$145	$0	$156	2.9%	0.0%	$4,176	$167,032
	3,196				$541,990	$0	$0	$0	$0	$541,990	$173	$0	$156	2.9%	0.0%	$3,799	$151,974

Source: Zonda, Individual Communities

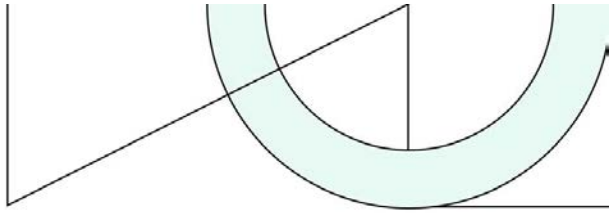


For Sale Competitive Supply Detail

Appendix

Project / Project Detail	Size (SF)	Ba/Bd	Level	Pkg	Base Price	— Incentives — Price Reduction	Options/ Upgrades	— Typical Spending — Options / Upgrades	Lot Premiums	Estimated Closing Price	Est. Closing $/SF	Closing $/ Incentive	— Pymt Impacting — Mo. HOA	Base Tax	Addl Taxes	90.0% 3.0% Mo.Pmt.	35.0% Qualifying Income
15 Light Farms/45 | Trophy | Light Farms | Celina | Detached - 5,175 OR 45x115 | Expected Sell-Out By 09/21 at 3.72 per mo.																	
Contracts / Sales Pace / SP L3M: 44 / 3.7 / 0.7	1,608	2/3	1	2	$414,900	$0	$0	$0	$0	$414,900	$258	$0	$125	2.9%	0.0%	$2,916	$116,626
Annual Starts / L12M Start Rate: 41 / 3.4	1,739	2/4	1	2	$423,900	$0	$0	$0	$0	$423,900	$244	$0	$125	2.9%	0.0%	$2,976	$119,048
Annual Closings / L12M Closing Rate: 17 / 1.4	1,768	2/3	1	2	$424,900	$0	$0	$0	$0	$424,900	$240	$0	$125	2.9%	0.0%	$2,983	$119,317
Total Units / Occupancy / Occ. Rate: 53 / 0 / 0	1,800	2/3	1	2	$427,900	$0	$0	$0	$0	$427,900	$238	$0	$125	2.9%	0.0%	$3,003	$120,124
	1,800	2/4	1	2	$485,900	$0	$0	$0	$0	$485,900	$270	$0	$125	2.9%	0.0%	$3,393	$135,729
	1,881	2/3	1	2	$436,900	$0	$0	$0	$0	$436,900	$232	$0	$125	2.9%	0.0%	$3,064	$122,545
	1,928	2/3	1	2	$438,900	$0	$0	$0	$0	$438,900	$228	$0	$125	2.9%	0.0%	$3,077	$123,083
	1,971	2/3	1	2	$499,900	$0	$0	$0	$0	$499,900	$254	$0	$125	2.9%	0.0%	$3,487	$139,495
	2,164	3/4	1	2	$508,900	$0	$0	$0	$0	$508,900	$235	$0	$125	2.9%	0.0%	$3,548	$141,917
	1,851				$451,344	$0	$0	$0	$0	$451,344	$244	$0	$125	2.9%	0.0%	$3,161	$126,432
16 Light Farms/50 | K. Hovnanian | Light Farms | Celina | Detached - 5,750 OR 50x115 | Expected Sell-Out By 06/23 at 4.01 per mo.																	
Contracts / Sales Pace / SP L3M: 26 / 4.0 / 4.0	1,711	2/3	1	2	$389,900	$0	$0	$0	$0	$389,900	$228	$0	$125	2.9%	0.0%	$2,748	$109,900
Annual Starts / L12M Start Rate: 6 / 0.5	2,037	2/4	1	2	$403,900	$0	$0	$0	$0	$403,900	$198	$0	$125	2.9%	0.0%	$2,842	$113,667
Annual Closings / L12M Closing Rate: 1 / 0.1	2,056	2.5/4	1	2	$409,900	$0	$0	$0	$0	$409,900	$199	$0	$125	2.9%	0.0%	$2,882	$115,281
Total Units / Occupancy / Occ. Rate: 121 / 0 / (	2,156	2/4	1	2	$413,900	$0	$0	$0	$0	$413,900	$192	$0	$125	2.9%	0.0%	$2,909	$116,357
	2,213	3/4	1	2	$424,900	$0	$0	$0	$0	$424,900	$192	$0	$125	2.9%	0.0%	$2,983	$119,317
	2,502	3/4	2	2	$433,900	$0	$0	$0	$0	$433,900	$173	$0	$125	2.9%	0.0%	$3,043	$121,738
	2,670	2.5/4	2	2	$436,900	$0	$0	$0	$0	$436,900	$164	$0	$125	2.9%	0.0%	$3,064	$122,545
	2,779	3/5	2	2	$443,900	$0	$0	$0	$0	$443,900	$160	$0	$125	2.9%	0.0%	$3,111	$124,429
	2,266				$419,650	$0	$0	$0	$0	$419,650	$188	$0	$125	2.9%	0.0%	$2,948	$117,904
17 Light Farms/50 | Toll Brothers | Light Farms | Celina | Detached - 6,000 OR 50x120 | Expected Sell-Out By 09/21 at 11.16 per mo.																	
Total Units/Remaining: 54 / 24	1,992	2/3	1	2	$501,995	$0	$0	$0	$0	$501,995	$252	$0	$125	2.9%	0.0%	$3,501	$140,059
Contracts: 30	2,103	2/3	1	2	$513,995	$0	$0	$0	$0	$513,995	$244	$0	$125	2.9%	0.0%	$3,582	$143,287
Sales Pace Overall: 11.2	2,166	2/3	1	2	$515,995	$0	$0	$0	$0	$515,995	$238	$0	$125	2.9%	0.0%	$3,596	$143,825
Sales Pace L3M: 11.2	2,349	3/3	1	3	$561,995	$0	$0	$0	$0	$561,995	$239	$0	$125	2.9%	0.0%	$3,905	$156,201
	2,375	2/3	1	2	$553,995	$0	$0	$0	$0	$553,995	$233	$0	$125	2.9%	0.0%	$3,851	$154,049
	2,559	3.5/4	2	2	$560,995	$0	$0	$0	$0	$560,995	$219	$0	$125	2.9%	0.0%	$3,898	$155,932
	2,853	3/4	2	2	$583,995	$0	$0	$0	$0	$583,995	$205	$0	$125	2.9%	0.0%	$4,053	$162,120
	3,208	3.5/4	2	2	$611,995	$0	$0	$0	$0	$611,995	$191	$0	$125	2.9%	0.0%	$4,241	$169,654
	2,451				$550,620	$0	$0	$0	$0	$550,620	$228	$0	$125	2.9%	0.0%	$3,829	$153,141

Source: Zonda, Individual Communities

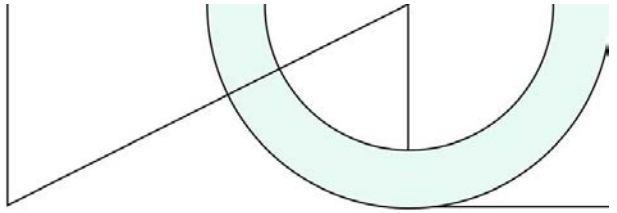


For Sale Competitive Supply Detail

Appendix

Project / Project Detail	Size (SF)	Ba/Bd	Level	Pkg	Base Price	— Incentives — Price Reduction	Options/ Upgrades	— Typical Spending — Options / Upgrades	Lot Premiums	Estimated Closing Price	Est. Closing $/SF	Closing $/ Incentive	— Pymt Impacting — Mo. HOA	Base Tax	Addl Taxes	90.0% 3.0% Mo.Pmt.	35.0% Qualifying Income
18 Light Farms/60 | Drees Homes | Light Farms | Celina | Detached - 7,200 OR 60x120 | Expected Sell-Out By 08/21 at 1.51 per mo.																	
Contracts / Sales Pace / SP L3M: 90 / 1.5 / 2.7	2,554	3/4	1	3	$591,900	$0	$0	$0	$0	$591,900	$232	$0	$132	2.9%	0.0%	$4,113	$164,527
Annual Starts / L12M Start Rate: 23 / 1.9	2,687	3/3	1	2	$605,900	$0	$0	$0	$0	$605,900	$225	$0	$132	2.9%	0.0%	$4,207	$168,294
Annual Closings / L12M Closing Rate: 22 / 1.8	2,895	3.5/4	2	3	$604,900	$0	$0	$0	$0	$604,900	$209	$0	$132	2.9%	0.0%	$4,201	$168,025
Total Units / Occupancy / Occ. Rate: 92 / 0 / 0	2,986	3/4	1	3	$641,900	$0	$0	$0	$0	$641,900	$215	$0	$132	2.9%	0.0%	$4,449	$177,979
	3,099	3/4	2	3	$659,900	$0	$0	$0	$0	$659,900	$213	$0	$132	2.9%	0.0%	$4,571	$182,822
	3,128	3/4	2	3	$622,900	$0	$0	$0	$0	$622,900	$199	$0	$132	2.9%	0.0%	$4,322	$172,868
	3,509	3/4	2	3	$664,900	$0	$0	$0	$0	$664,900	$189	$0	$132	2.9%	0.0%	$4,604	$184,167
	3,513	4/4	2	3	$658,900	$0	$0	$0	$0	$658,900	$188	$0	$132	2.9%	0.0%	$4,564	$182,553
	3,531	4.5/4	2	3	$669,900	$0	$0	$0	$0	$669,900	$190	$0	$132	2.9%	0.0%	$4,638	$185,513
	4,053	4/4	2	3	$716,900	$0	$0	$0	$0	$716,900	$177	$0	$132	2.9%	0.0%	$4,954	$198,158
	4,108	4/4	2	3	$716,900	$0	$0	$0	$0	$716,900	$175	$0	$132	2.9%	0.0%	$4,954	$198,158
	3,278				$650,445	$0	$0	$0	$0	$650,445	$201	$0	$132	2.9%	0.0%	$4,507	$180,279
19 Glen Crossing/50 | History Maker | Glen Crossing | Celina | Detached - 6,000 OR 50x120 | Expected Sell-Out By 05/22 at 2.18 per mo.																	
Contracts / Sales Pace / SP L3M: 32 / 2.2 / 2.3	1,770	2/3	1	2	$371,990	$0	$0	$0	$0	$371,990	$210	$0	$71	2.6%	0.0%	$2,477	$99,078
Annual Starts / L12M Start Rate: 21 / 1.8	1,838	2/3	1	2	$368,990	$0	$0	$0	$0	$368,990	$201	$0	$71	2.6%	0.0%	$2,458	$98,302
Annual Closings / L12M Closing Rate: 8 / 0.7	1,895	2/3	1	2	$375,990	$0	$0	$0	$0	$375,990	$198	$0	$71	2.6%	0.0%	$2,503	$100,113
Total Units / Occupancy / Occ. Rate: 56 / - / -	2,250	3/3	2	2	$397,990	$0	$0	$0	$0	$397,990	$177	$0	$71	2.6%	0.0%	$2,645	$105,804
	2,363	3/3	2	2	$402,990	$0	$0	$0	$0	$402,990	$171	$0	$71	2.6%	0.0%	$2,677	$107,098
	2,477	3/4	2	2	$406,990	$0	$0	$0	$0	$406,990	$164	$0	$71	2.6%	0.0%	$2,703	$108,133
	2,568	3/3	2	2	$409,990	$0	$0	$0	$0	$409,990	$160	$0	$71	2.6%	0.0%	$2,723	$108,909
	2,695	3/4	2	2	$424,990	$0	$0	$0	$0	$424,990	$158	$0	$71	2.6%	0.0%	$2,820	$112,789
	2,716	2.5/3	2	2	$435,990	$0	$0	$0	$0	$435,990	$161	$0	$71	2.6%	0.0%	$2,891	$115,635
	2,806	3/4	2	2	$434,990	$0	$0	$0	$0	$434,990	$155	$0	$71	2.6%	0.0%	$2,884	$115,377
	2,338				$403,090	$0	$0	$0	$0	$403,090	$175	$0	$71	2.6%	0.0%	$2,678	$107,124
20 Glen Crossing/50 | Highland | Glen Crossing | Celina | Detached - 6,000 OR 50x120 | Expected Sell-Out By 05/21 at 2.73 per mo.																	
Contracts / Sales Pace / SP L3M: 105 / 2.7 / 1.(	2,240	2/4	1	2	$441,990	$0	$0	$0	$0	$441,990	$197	$0	$71	2.6%	0.0%	$2,930	$117,188
Annual Starts / L12M Start Rate: 44 / 3.7	2,299	2/4	1	2	$444,990	$0	$0	$0	$0	$444,990	$194	$0	$71	2.6%	0.0%	$2,949	$117,964
Annual Closings / L12M Closing Rate: 34 / 2.8	2,593	3/4	2	2	$464,990	$0	$0	$0	$0	$464,990	$179	$0	$71	2.6%	0.0%	$3,078	$123,138
Total Units / Occupancy / Occ. Rate: 106 / - / -	2,765	4/4	2	2	$479,990	$0	$0	$0	$0	$479,990	$174	$0	$71	2.6%	0.0%	$3,175	$127,019
	2,843	3/4	2	2	$478,990	$0	$0	$0	$0	$478,990	$168	$0	$71	2.6%	0.0%	$3,169	$126,760
	2,965	3/4	2	2	$483,990	$0	$0	$0	$0	$483,990	$163	$0	$71	2.6%	0.0%	$3,201	$128,053
	2,618				$465,823	$0	$0	$0	$0	$465,823	$179	$0	$71	2.6%	0.0%	$3,084	$123,354

Source: Zonda, Individual Communities

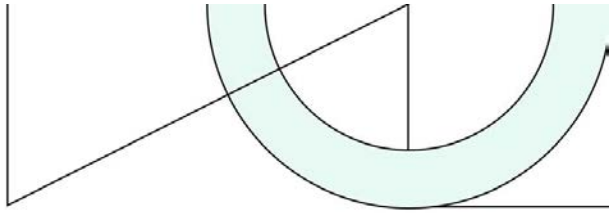


For Sale Competitive Supply Detail

Appendix

Project / Project Detail	Size (SF)	Ba/Bd	Level	Pkg	Base Price	— Incentives — Price Reduction	Options/ Upgrades	— Typical Spending — Options / Upgrades	Lot Premiums	Estimated Closing Price	Est. Closing $/SF	Closing $/ Incentive	— Pymt Impacting — Mo. HOA	Base Tax	Addl Taxes	90.0% 3.0% Mo.Pmt.	35.0% Qualifying Income
21 Glen Crossing/60 | Highland | Glen Crossing | Celina | Detached - 7,200 OR 60x120 | Expected Sell-Out By 10/21 at 1.74 per mo.																	
Contracts / Sales Pace / SP L3M: 67 / 1.7 / 1.3	2,694	3/4	1	3	$469,990	$0	$0	$0	$0	$469,990	$174	$0	$71	2.6%	0.0%	$3,111	$124,431
Annual Starts / L12M Start Rate: 26 / 2.2	2,773	3/4	1	3	$464,990	$0	$0	$0	$0	$464,990	$168	$0	$71	2.6%	0.0%	$3,078	$123,138
Annual Closings / L12M Closing Rate: 22 / 1.8	2,888	3/4	1	2	$464,990	$0	$0	$0	$0	$464,990	$161	$0	$71	2.6%	0.0%	$3,078	$123,138
Total Units / Occupancy / Occ. Rate: 77 / - / -	2,921	3/4	2	2	$474,990	$0	$0	$0	$0	$474,990	$163	$0	$71	2.6%	0.0%	$3,143	$125,725
	2,819				$468,740	$0	$0	$0	$0	$468,740	$166	$0	$71	2.6%	0.0%	$3,103	$124,108
22 Glen Crossing/60 | History Maker | Glen Crossing | Celina | Detached - 7,200 OR 60x120 | Expected Sell-Out By 11/22 at 1.35 per mo.																	
Contracts / Sales Pace / SP L3M: 19 / 1.3 / 2.7	1,895	2/3	1	2	$400,990	$0	$0	$0	$0	$400,990	$212	$0	$71	2.6%	0.0%	$2,665	$106,580
Annual Starts / L12M Start Rate: 8 / 0.7	2,182	2.5/3	1	2	$418,990	$0	$0	$0	$0	$418,990	$192	$0	$71	2.6%	0.0%	$2,781	$111,237
Annual Closings / L12M Closing Rate: - / -	2,318	2/3	1	2	$420,990	$0	$0	$0	$0	$420,990	$182	$0	$71	2.6%	0.0%	$2,794	$111,755
Total Units / Occupancy / Occ. Rate: 42 / - / -	2,554	2.5/3	2	2	$436,990	$0	$0	$0	$0	$436,990	$171	$0	$71	2.6%	0.0%	$2,897	$115,894
	2,568	3/3	2	2	$435,990	$0	$0	$0	$0	$435,990	$170	$0	$71	2.6%	0.0%	$2,891	$115,635
	2,713	2/3	2	2	$443,990	$0	$0	$0	$0	$443,990	$164	$0	$71	2.6%	0.0%	$2,943	$117,705
	2,966	2.5/4	2	2	$453,990	$0	$0	$0	$0	$453,990	$153	$0	$71	2.6%	0.0%	$3,007	$120,292
	3,091	2.5/3	2	2	$464,990	$0	$0	$0	$0	$464,990	$150	$0	$71	2.6%	0.0%	$3,078	$123,138
	3,122	3.5/5	2	3	$480,990	$0	$0	$0	$0	$480,990	$154	$0	$71	2.6%	0.0%	$3,182	$127,277
	3,379	3.5/4	2	2	$473,990	$0	$0	$0	$0	$473,990	$140	$0	$71	2.6%	0.0%	$3,137	$125,466
	3,401	3.5/4	2	3	$493,990	$0	$0	$0	$0	$493,990	$145	$0	$71	2.6%	0.0%	$3,266	$130,641
	3,603	4.5/5	2	2	$499,990	$0	$0	$0	$0	$499,990	$139	$0	$71	2.6%	0.0%	$3,305	$132,193
	2,816				$452,157	$0	$0	$0	$0	$452,157	$164	$0	$71	2.6%	0.0%	$2,995	$119,818
23 Chalk Hill/50 | Beazer | Chalk Hill | Celina | Detached - 6,000 OR 50x120 | Expected Sell-Out By 07/21 at 4.36 per mo.																	
Contracts / Sales Pace / SP L3M: 30 / 4.4 / 4.0	1,517	2/3	1	2	$341,990	$0	$0	$0	$0	$341,990	$225	$0	$75	2.5%	0.0%	$2,256	$90,223
Annual Starts / L12M Start Rate: 18 / 1.5	1,669	2/3	1	2	$352,990	$0	$0	$0	$0	$352,990	$211	$0	$75	2.5%	0.0%	$2,326	$93,028
Annual Closings / L12M Closing Rate: 5 / 0.4	1,669	2/4	1	2	$372,990	$0	$0	$0	$0	$372,990	$223	$0	$75	2.5%	0.0%	$2,453	$98,129
Total Units / Occupancy / Occ. Rate: 32 / - / -	2,316	2.5/4	2	2	$389,990	$0	$0	$0	$0	$389,990	$168	$0	$75	2.5%	0.0%	$2,562	$102,465
	2,576	2.5/4	2	2	$403,990	$0	$0	$0	$0	$403,990	$157	$0	$75	2.5%	0.0%	$2,651	$106,035
	2,832	2.5/4	2	2	$415,990	$0	$0	$0	$0	$415,990	$147	$0	$75	2.5%	0.0%	$2,727	$109,096
	2,097				$379,657	$0	$0	$0	$0	$379,657	$189	$0	$75	2.5%	0.0%	$2,496	$99,829

Source: Zonda, Individual Communities

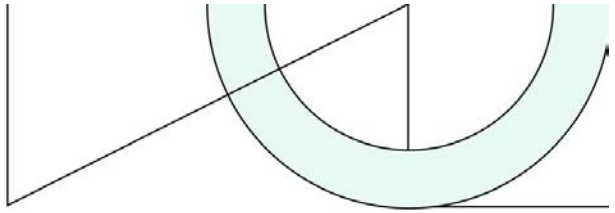


For Sale Competitive Supply Detail

Appendix

Project / Project Detail	Size (SF)	Ba/Bd	Level	Pkg	Base Price	— Incentives — Price Reduction	Options/ Upgrades	— Typical Spending — Options / Upgrades	Lot Premiums	Estimated Closing Price	Est. Closing $/SF	Closing $/ Incentive	— Pymt Impacting — Mo. HOA	Base Tax	Addl Taxes	90.0% 3.0% Mo.Pmt.	35.0% Qualifying Income
24 Chalk Hill/50 | D.R. Horton | Chalk Hill | Celina | Detached - 6,000 OR 50x120 | Expected Sell-Out By 11/21 at 9.42 per mo.																	
Contracts / Sales Pace / SP L3M: 84 / 9.4 / 1.7	1,566	2/4	1	2	$285,990	$0	$0	$0	$0	$285,990	$183	$0	$75	2.5%	0.0%	$1,899	$75,940
Annual Starts / L12M Start Rate: 71 / 5.9	1,646	2/3	1	2	$286,990	$0	$0	$0	$0	$286,990	$174	$0	$75	2.5%	0.0%	$1,905	$76,195
Annual Closings / L12M Closing Rate: 0 / 0.0	1,864	2/4	1	2	$301,990	$0	$0	$0	$0	$301,990	$162	$0	$75	2.5%	0.0%	$2,001	$80,021
Total Units / Occupancy / Occ. Rate: 126 / - / -	1,902	2/4	1	2	$308,990	$0	$0	$0	$0	$308,990	$162	$0	$75	2.5%	0.0%	$2,045	$81,806
	1,943	2/4	1	2	$307,990	$0	$0	$0	$0	$307,990	$159	$0	$75	2.5%	0.0%	$2,039	$81,551
	2,107	2/4	1	2	$311,990	$0	$0	$0	$0	$311,990	$148	$0	$75	2.5%	0.0%	$2,064	$82,571
	2,118	3/4	1	2	$313,990	$0	$0	$0	$0	$313,990	$148	$0	$75	2.5%	0.0%	$2,077	$83,081
	2,240	3/4	2	2	$326,990	$0	$0	$0	$0	$326,990	$146	$0	$75	2.5%	0.0%	$2,160	$86,397
	2,395	3/4	2	2	$327,990	$0	$0	$0	$0	$327,990	$137	$0	$75	2.5%	0.0%	$2,166	$86,652
	2,577	2.5/4	2	2	$336,990	$0	$0	$0	$0	$336,990	$131	$0	$75	2.5%	0.0%	$2,224	$88,947
	2,036				$310,990	$0	$0	$0	$0	$310,990	$155	$0	$75	2.5%	0.0%	$2,058	$82,316
25 Bluewood/50 | D.R. Horton | Bluewood | Celina | Detached - 5,750 OR 50x115 | Expected Sell-Out By 08/21 at 5.42 per mo.																	
Contracts / Sales Pace / SP L3M: 240 / 5.4 / 7.(	1,620	2/3	1	2	$345,000	$0	$0	$0	$0	$345,000	$213	$0	$53	2.5%	0.0%	$2,253	$90,110
Annual Starts / L12M Start Rate: 62 / 5.2	1,735	2/3	1	2	$352,000	$0	$0	$0	$0	$352,000	$203	$0	$53	2.5%	0.0%	$2,297	$91,896
Annual Closings / L12M Closing Rate: 76 / 6.3	1,829	2/4	1	2	$356,000	$0	$0	$0	$0	$356,000	$195	$0	$53	2.5%	0.0%	$2,323	$92,916
Total Units / Occupancy / Occ. Rate: 246 / - / -	2,014	2/4	1	2	$360,000	$0	$0	$0	$0	$360,000	$179	$0	$53	2.5%	0.0%	$2,348	$93,936
	2,017	2/4	1	2	$365,000	$0	$0	$0	$0	$365,000	$181	$0	$53	2.5%	0.0%	$2,380	$95,211
	2,060	3/4	1	2	$368,000	$0	$0	$0	$0	$368,000	$179	$0	$53	2.5%	0.0%	$2,399	$95,976
	2,060	3/4	1	2	$368,000	$0	$0	$0	$0	$368,000	$179	$0	$53	2.5%	0.0%	$2,399	$95,976
	2,185	3/4	2	2	$377,000	$0	$0	$0	$0	$377,000	$173	$0	$53	2.5%	0.0%	$2,457	$98,272
	2,329	3/4	2	2	$382,000	$0	$0	$0	$0	$382,000	$164	$0	$53	2.5%	0.0%	$2,489	$99,547
	2,506	3/4	1	2	$381,000	$0	$0	$0	$0	$381,000	$152	$0	$53	2.5%	0.0%	$2,482	$99,292
	2,719	2.5/4	2	2	$390,000	$0	$0	$0	$0	$390,000	$143	$0	$53	2.5%	0.0%	$2,540	$101,587
	2,913	3/4	2	2	$408,000	$0	$0	$0	$0	$408,000	$140	$0	$53	2.5%	0.0%	$2,654	$106,178
	2,166				$371,000	$0	$0	$0	$0	$371,000	$175	$0	$53	2.5%	0.0%	$2,419	$96,741

 Source: Zonda, Individual Communities



For Sale Competitive Supply Detail

Appendix

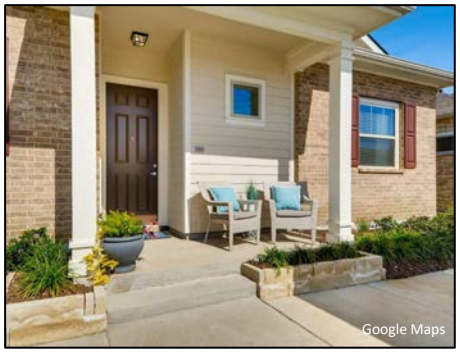
Project / Project Detail	Size (SF)	Ba/Bd	Level	Pkg	Base Price	— Incentives — Price Reduction	Options/ Upgrades	— Typical Spending — Options / Upgrades	Lot Premiums	Estimated Closing Price	Est. Closing $/SF	Closing $/ Incentive	— Pymt Impacting — Mo. HOA	Base Tax	Addl Taxes	90.0% 3.0% Mo.Pmt.	35.0% Qualifying Income
26 Buffalo Ridge/50 | D.R. Horton | Buffalo Ridge | Celina | Detached - 6,000 OR 50x120 | Expected Sell-Out By 08/21 at 3.89 per mo.																	
Contracts / Sales Pace / SP L3M: 160 / 3.9 / 18	1,703	2/3	1	2	$347,000	$0	$0	$0	$0	$347,000	$204	$0	$33	2.5%	0.0%	$2,246	$89,820
Annual Starts / L12M Start Rate: 66 / 5.5	1,868	2/3	1	2	$359,000	$0	$0	$0	$0	$359,000	$192	$0	$33	2.5%	0.0%	$2,322	$92,881
Annual Closings / L12M Closing Rate: 11 / 0.9	2,014	2/3	1	2	$363,000	$0	$0	$0	$0	$363,000	$180	$0	$33	2.5%	0.0%	$2,348	$93,901
Total Units / Occupancy / Occ. Rate: 169 / - / -	2,134	2/4	1	2	$367,000	$0	$0	$0	$0	$367,000	$172	$0	$33	2.5%	0.0%	$2,373	$94,921
	2,446	3/4	1	2	$385,000	$0	$0	$0	$0	$385,000	$157	$0	$33	2.5%	0.0%	$2,488	$99,512
	2,510	3/3	2	2	$389,000	$0	$0	$0	$0	$389,000	$155	$0	$33	2.5%	0.0%	$2,513	$100,532
	2,714	2.5/4	2	2	$393,000	$0	$0	$0	$0	$393,000	$145	$0	$33	2.5%	0.0%	$2,539	$101,552
	2,913	3/4	2	2	$413,000	$0	$0	$0	$0	$413,000	$142	$0	$33	2.5%	0.0%	$2,666	$106,653
	3,154	3.5/5	2	3	$416,000	$0	$0	$0	$0	$416,000	$132	$0	$33	2.5%	0.0%	$2,685	$107,418
	2,384				$381,333	$0	$0	$0	$0	$381,333	$164	$0	$33	2.5%	0.0%	$2,464	$98,577
27 The Columns/40 | D.R. Horton | The Columns | Celina | Detached - 4,200 OR 40x105 | Expected Sell-Out By 08/21 at 16.50 per mo.																	
Contracts / Sales Pace / SP L3M: 238 / 16.5 / 3	1,525	2/3	1	2	$324,490	$0	$0	$0	$0	$324,490	$213	$0	$58	2.9%	0.0%	$2,241	$89,622
Annual Starts / L12M Start Rate: 224 / 18.7	1,585	2/3	1	2	$330,490	$0	$0	$0	$0	$330,490	$209	$0	$58	2.9%	0.0%	$2,281	$91,236
Annual Closings / L12M Closing Rate: 103 / 8.6	1,956	3/4	2	2	$348,990	$0	$0	$0	$0	$348,990	$178	$0	$58	2.9%	0.0%	$2,405	$96,214
Total Units / Occupancy / Occ. Rate: 262 / - / -	2,238	3/4	2	2	$364,990	$0	$0	$0	$0	$364,990	$163	$0	$58	2.9%	0.0%	$2,513	$100,518
	2,287	3/3	2	2	$367,990	$0	$0	$0	$0	$367,990	$161	$0	$58	2.9%	0.0%	$2,533	$101,326
	2,388	2.5/4	2	2	$369,990	$0	$0	$0	$0	$369,990	$155	$0	$58	2.9%	0.0%	$2,547	$101,864
	2,652	2/4	2	2	$380,990	$0	$0	$0	$0	$380,990	$144	$0	$58	2.9%	0.0%	$2,621	$104,823
	2,851	2.5/4	2	2	$392,990	$0	$0	$0	$0	$392,990	$138	$0	$58	2.9%	0.0%	$2,701	$108,052
	2,185				$360,115	$0	$0	$0	$0	$360,115	$170	$0	$58	2.9%	0.0%	$2,480	$99,207

 Source: Zonda, Individual Communities

Apartments - Avilla Parkway

Appendix



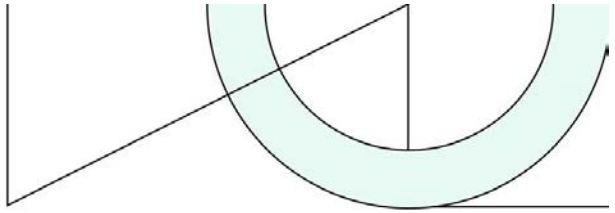








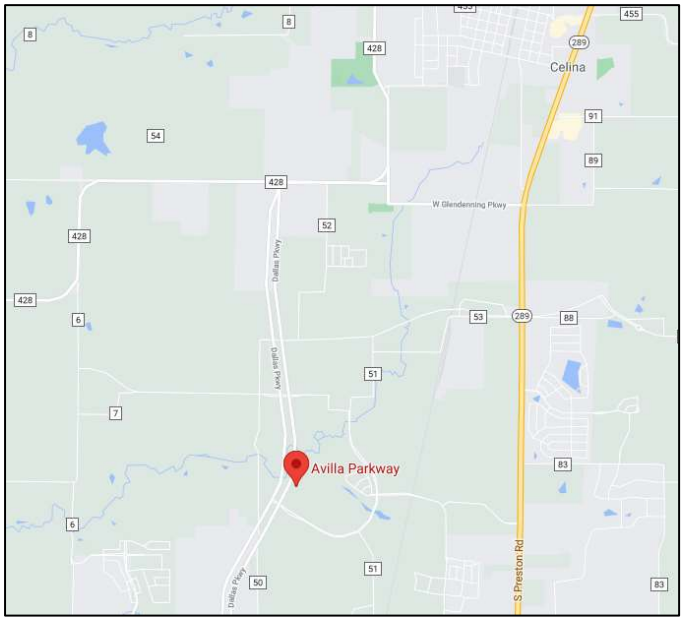




Address	3420 S Dallas Pkwy., Celina, TX 75009
Distance to Subject	7.9 miles
Year Built	2021
Manager	Portico Property Management

Avilla Parkway - Summary

Unit Type	Number	Size (SF)	Effective Rent Per Unit	Effective Rent PSF	Spread
One Bedrooms	30	635	$1,510	$2.38	n/a
Two Bedrooms	41	962	$2,274	$2.36	-$0.01
Three Bedrooms	37	1,236	$2,690	$2.18	-$0.20
Total/Average	108	965	$2,204	$2.28	N/A



Apartments - Examples of Interior Finish Out – Avilla Parkway

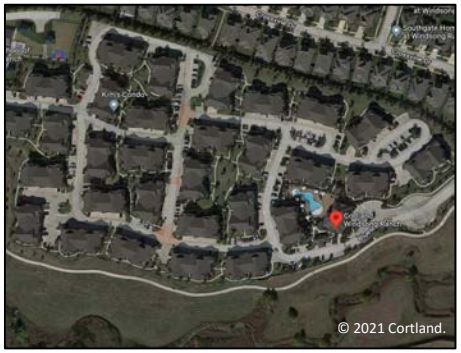
Appendix

Amenity features include: Shaker-style gray cabinetry, ceramic tile backsplash, granite countertops, undermount sink, stainless steel appliances, built-in microwave, side-by-side refrigerator with water dispenser, recessed lighting, undercabinet lighting, and ceramic glass cooktop.



Apartments - Cortland Windsong Ranch

Appendix



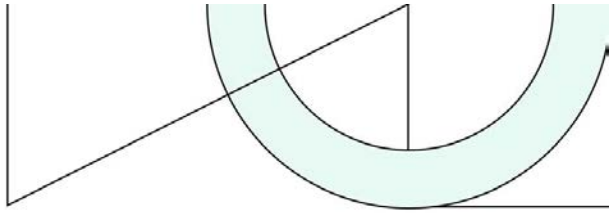








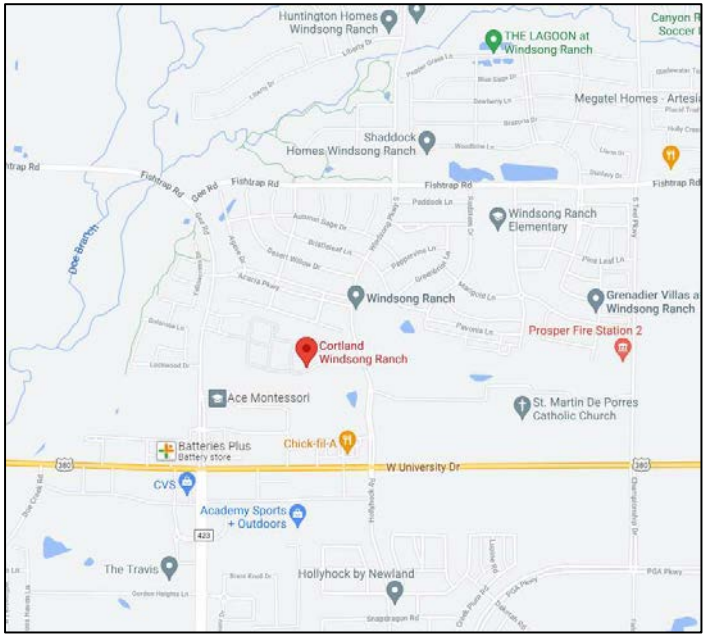




Address	4500 Bluestem Dr., Prosper, TX 75078
Distance to Subject	14.2 miles
Year Built	2016
Manager	Cortland

Cortland Windsong Ranch - Summary

Unit Type	Number	Size (SF)	Effective Rent Per Unit	Effective Rent PSF	Spread
One Bedrooms	120	849	$1,726	$2.03	n/a
Two Bedrooms	120	1,315	$2,567	$1.95	-$0.08
Three Bedrooms	60	1,540	$2,923	$1.90	-$0.14
Total/Average	300	1,174	$2,302	$1.96	N/A

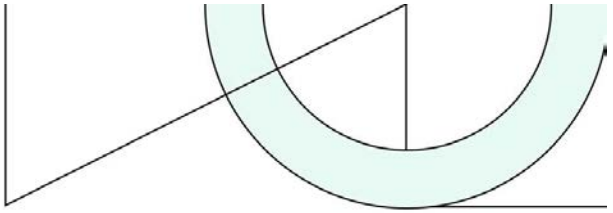


Apartments - Examples of Interior Finish Out – Cortland Windsong Ranch

Appendix

Amenity features include: Shaker-style espresso cabinetry, ceramic tile backsplash, granite countertops, undermount sink, stainless steel appliances, built-in microwave, frost-free refrigerator, track lighting, and ceramic glass cooktop.





Apartments - The Travis

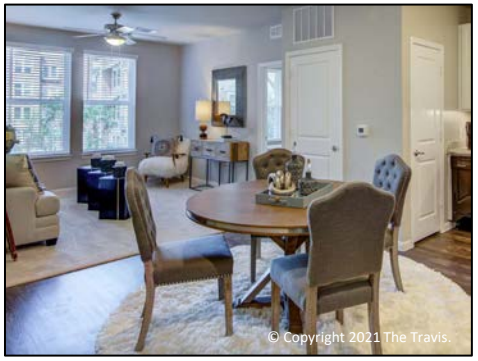
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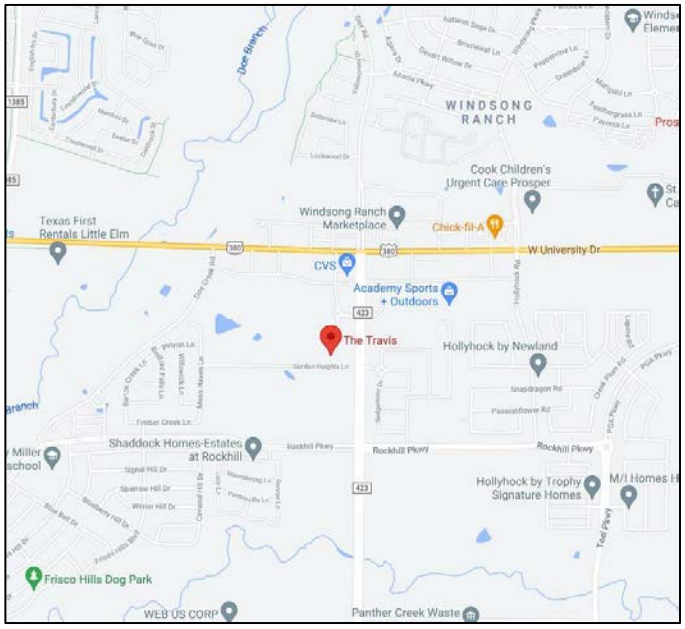




Address	900 Gordon Heights Ln., Frisco, TX 75068
Distance to Subject	15.2 miles
Year Built	2020
Manager	Westwood Residential

The Travis - Summary

Unit Type	Number	Size (SF)	Effective Rent Per Unit	Effective Rent PSF	Spread
One Bedrooms	234	724	$1,386	$1.91	n/a
Two Bedrooms	111	1,285	$1,924	$1.50	-$0.42
Total/Average	345	904	$1,559	$1.72	N/A



Apartments - Examples of Interior Finish Out – The Travis

Appendix

Amenity features include: Shaker-style espresso and white cabinetry, ceramic tile backsplash, quartz countertops, undermount sink, stainless steel appliances, built-in microwave, frost-free refrigerator, recessed lighting, and ceramic glass cooktop.



Apartments - The Mansions 3Eighty

Appendix



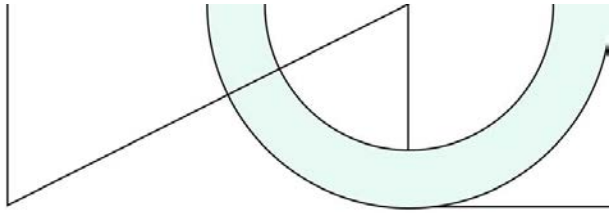








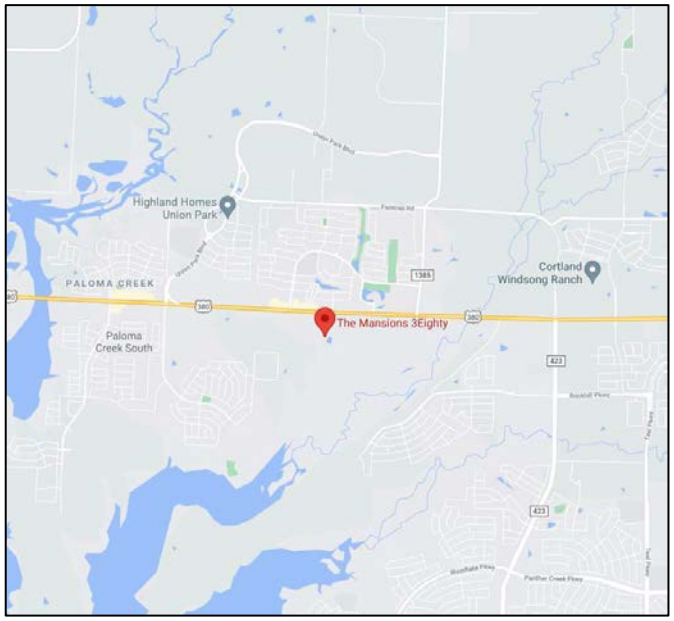




Address	26850 E. US 380, Little Elm, TX 76227
Distance to Subject	15.8 miles
Year Built	2016
Manager	W3

The Mansions 3Eighty - Summary

Unit Type	Number	Size (SF)	Effective Rent Per Unit	Effective Rent PSF	Spread
One Bedrooms	256	819	$1,473	$1.80	n/a
Two Bedrooms	100	1,265	$2,177	$1.72	-$0.08
Three Bedrooms	40	1,539	$2,404	$1.56	-$0.24
Three Bedrooms	35	1,917	$3,139	$1.64	-$0.08
Total/Average	431	1,078	$1,858	$1.72	N/A



Apartments - Examples of Interior Finish Out – The Mansions 3Eighty

Appendix

Amenity features include: Shaker-style espresso cabinetry, ceramic tile backsplash, granite countertops, overmount sink, stainless steel appliances, built-in microwave, side-by-side refrigerator with water dispenser, track and pendant lighting, and ceramic glass cooktop.



Apartments - The Estates 3Eighty

Appendix



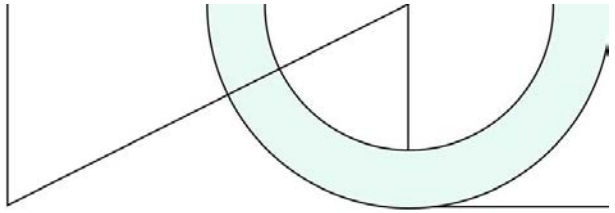








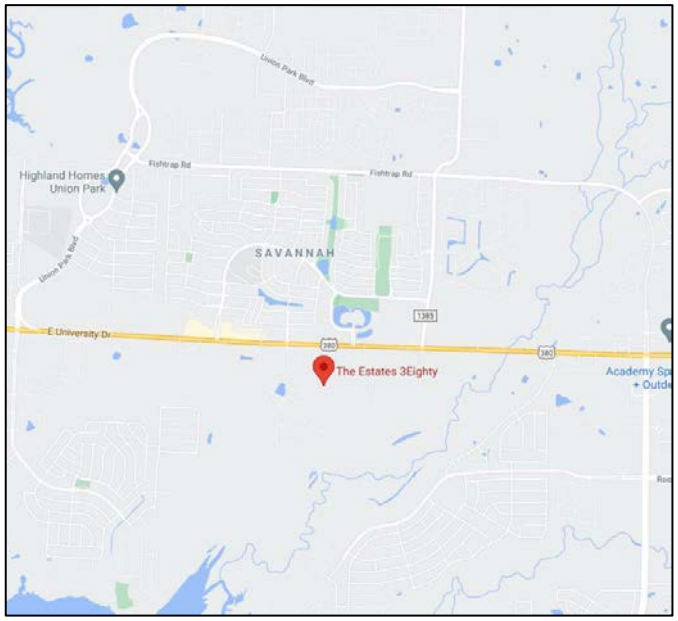




Address	27040 E. US 380, Little Elm, TX 76227
Distance to Subject	16.1 miles
Year Built	2016
Manager	W3

The Estates 3Eighty - Summary

Unit Type	Number	Size (SF)	Effective Rent Per Unit	Effective Rent PSF	Spread
One Bedrooms	288	691	$1,305	$1.89	n/a
Two Bedrooms	84	1,134	$1,920	$1.69	-$0.20
Three Bedrooms	24	1,408	$1,905	$1.35	-$0.54
Three Bedrooms	24	1,743	$2,637	$1.51	-$0.18
Total/Average	420	880	$1,538	$1.75	N/A

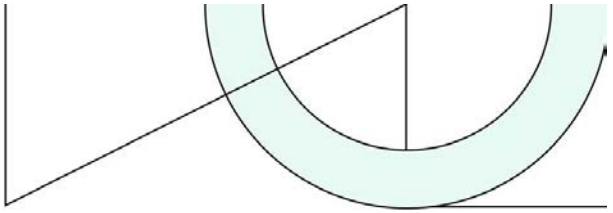


Apartments - Examples of Interior Finish Out – The Estates 3Eighty

Appendix

Amenity features include: Shaker-style espresso cabinetry, ceramic tile backsplash, granite countertops, overmount sink, stainless steel appliances, built-in microwave, frost-free refrigerator, track and pendant lighting, and ceramic glass cooktop.



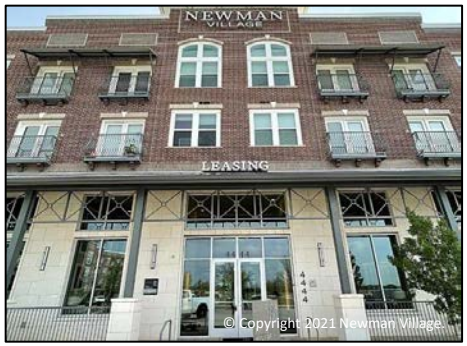


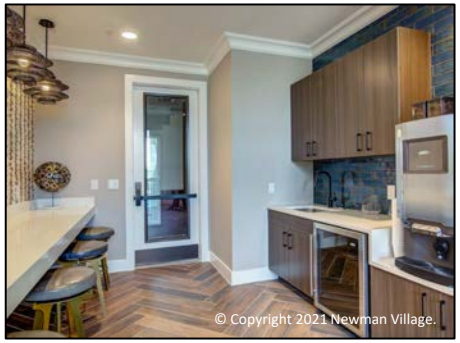
Apartments - Newman Village

Appendix









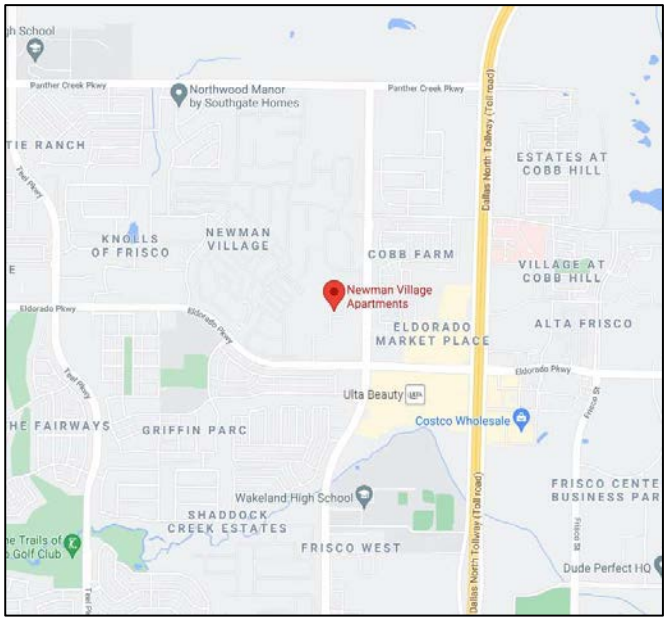




Address	4444 Felix Way., Frisco, TX 75033
Distance to Subject	16.1 miles
Year Built	2020
Manager	Westwood Residential

Newman Village - Summary

Unit Type	Number	Size (SF)	Effective Rent Per Unit	Effective Rent PSF	Spread
One Bedrooms	278	714	$1,285	$1.80	n/a
Two Bedrooms	22	1,221	$1,793	$1.47	-$0.33
Total/Average	300	752	$1,322	$1.76	N/A



Apartments - Examples of Interior Finish Out – Newman Village

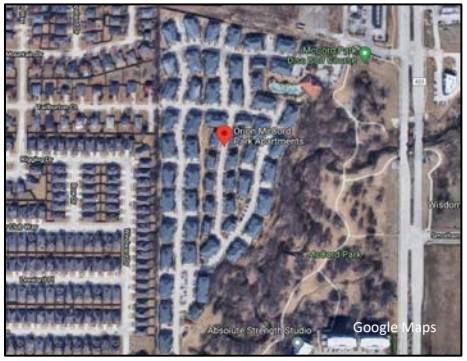
Appendix

Amenity features include: Shaker-style espresso cabinetry, ceramic tile backsplash, granite and quartz countertops, overmount sink, black appliances, built-in microwave, frost-free refrigerator, recessed lighting, and ceramic glass cooktop.

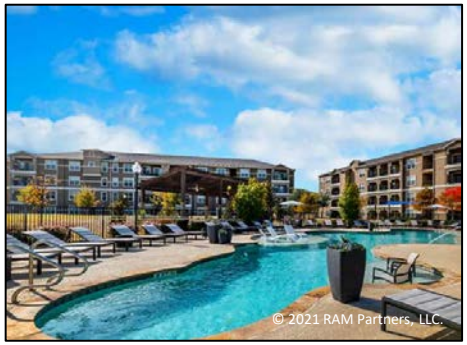


Apartments - Orion McCord Park

Appendix



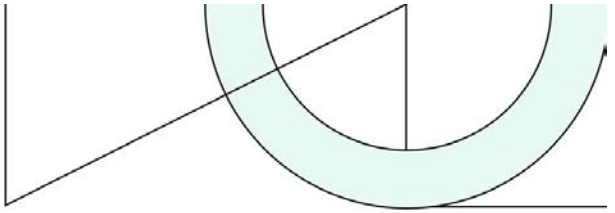








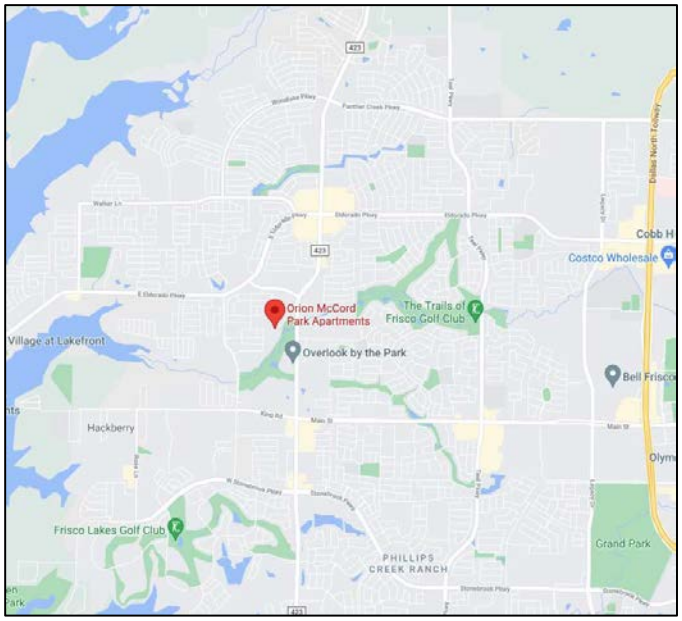




Address	2050 FM 423, Little Elm, TX 75068
Distance to Subject	18.7 miles
Year Built	2012
Manager	RAM Partners LLC

Orion McCord Park - Summary

Unit Type	Number	Size (SF)	Effective Rent Per Unit	Effective Rent PSF	Spread
One Bedrooms	206	785	$1,437	$1.83	n/a
Two Bedrooms	126	1,258	$2,016	$1.60	-$0.23
Three Bedrooms	42	1,558	$2,535	$1.63	-$0.20
Three Bedrooms	42	1,910	$3,022	$1.58	-$0.02
Total/Average	416	1,120	$1,883	$1.68	N/A



Apartments - Examples of Interior Finish Out – Orion McCord Park

Appendix

Amenity features include: Shaker-style espresso cabinetry, ceramic tile backsplash, granite countertops, overmount sink, stainless steel appliances, built-in microwave, side-by-side refrigerator with water dispenser, track and pendant lighting, and ceramic glass cooktop.



Apartments - Overlook by the Park

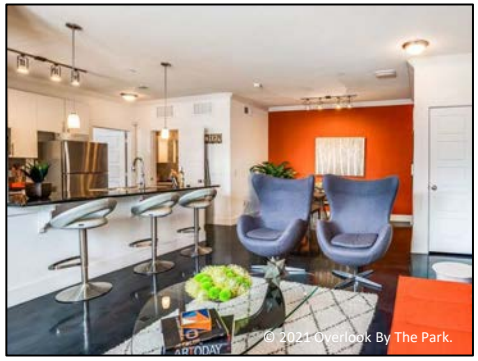
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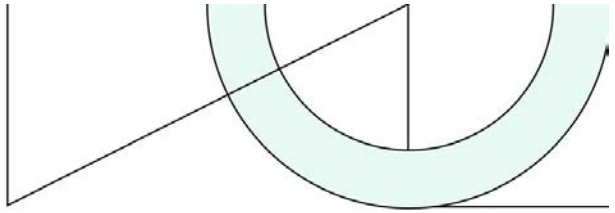








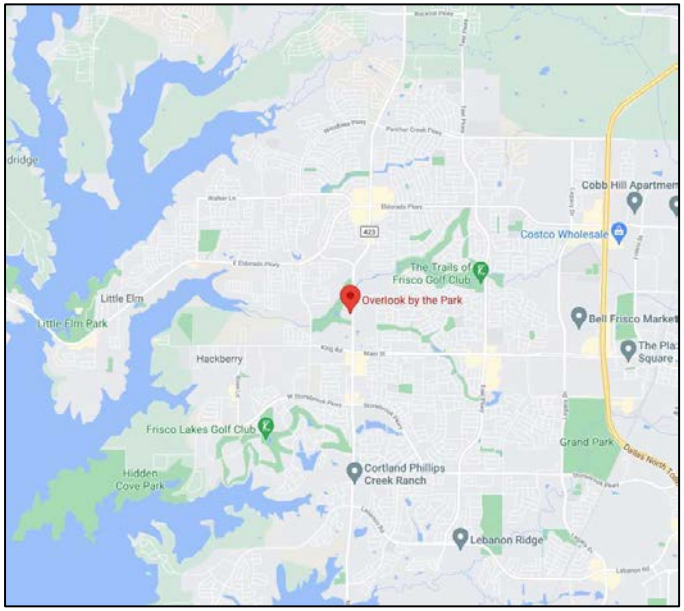




Address	1750 FM 423., Frisco, TX 75033
Distance to Subject	19.2 miles
Year Built	2014
Manager	CAF Management

Overlook by the Park - Summary

Unit Type	Number	Size (SF)	Effective Rent Per Unit	Effective Rent PSF	Spread
One Bedrooms	239	722	$1,330	$1.84	n/a
Two Bedrooms	97	1,182	$2,100	$1.78	-$0.07
Three Bedrooms	24	1,532	$2,086	$1.36	-$0.48
Total/Average	360	900	$1,588	$1.76	N/A

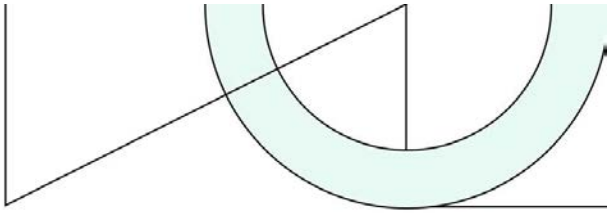


Apartments - Examples of Interior Finish Out – Overlook by the Park

Appendix

Amenity features include: Flat-panel white cabinetry, ceramic tile backsplash, quartz countertops, overmount sink, stainless steel appliances, built-in microwave, side-by-side refrigerator with water dispenser, tract and pendant lighting, undercabinet lighting, and ceramic glass cooktop.





Apartments - Bell Frisco at Main

Appendix









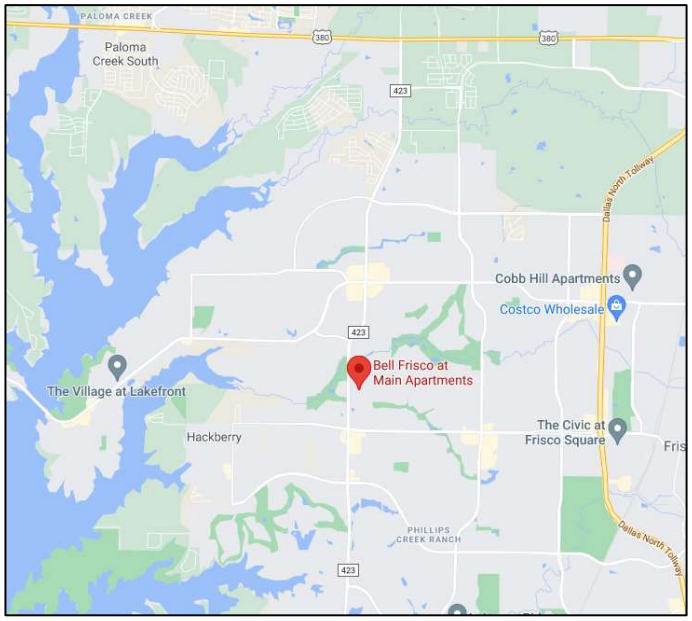




Address	1801 McCord Way., Frisco, TX 75033
Distance to Subject	20.1 miles
Year Built	2012
Manager	Bell Partners

Bell Frisco at Main - Summary

Unit Type	Number	Size (SF)	Effective Rent Per Unit	Effective Rent PSF	Spread
One Bedrooms	216	689	$1,338	$1.94	n/a
Two Bedrooms	96	1,124	$1,961	$1.75	-$0.20
Three Bedrooms	48	1,309	$2,230	$1.70	-$0.24
Total/Average	360	887	$1,623	$1.83	N/A



Apartments - Examples of Interior Finish Out – Bell Frisco at Main

Appendix

Amenity features include: Shaker-style espresso cabinetry, painted backsplash, granite countertops, undermount sink, stainless steel appliances, built-in microwave, two-door bottom freezer refrigerator, track and pendant lighting, and ceramic glass cooktop.



Zonda

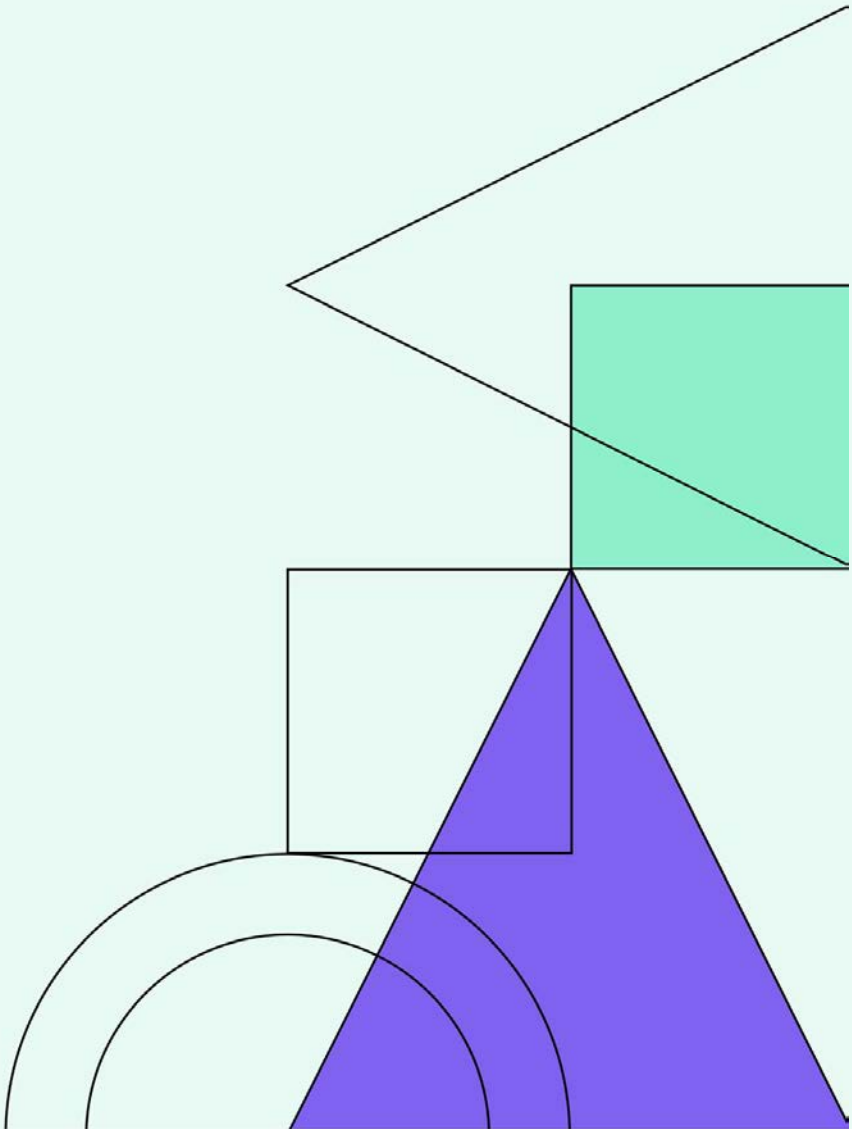
Thank you!

Zonda

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