STATE OF TEXAS	**§**	**GRANT AGREEMENT**
	§	**BETWEEN THE COUNTY OF BEXAR**
COUNTY OF BEXAR	**§**	**AND AMSTAR/TW SOUTHTOWN, LLC**

THIS GRANT AGREEMENT ("***Agreement***") is entered into as of the date of the last signature set forth on the signature page below ("***Effective Date***") between the County of Bexar, a political subdivision of the State of Texas ("***COUNTY***"), duly acting herein by and through the Bexar County Commissioners Court ("***Commissioners Court***") for and on behalf of COUNTY and Amstar/TW Southtown, LLC, a Delaware limited liability company, validly existing, in good standing and authorized to do business under the laws of the State of Texas ("***DEVELOPER***"). The COUNTY and DEVELOPER may be collectively referenced herein as the "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, pursuant to the authority granted under Article 3, Section 52-a of the Texas Constitution, the Texas Legislature has determined through Section 381.004(b)(1) and (3) of the Texas Local Government Code (***"Code"***) that a public purpose is served by a county stimulating business and commercial activity by developing and administering a program for: state and local economic development and for stimulating, encouraging and developing business location and commercial activity in a county, and a county commissioners court may grant public money towards such a program; and

WHEREAS, DEVELOPER owns certain real property which is the site of a vacant property in Bexar County and has proposed to develop that property into market rate rental apartments; and

WHEREAS, DEVELOPER has made application to the Commissioners Court by filing an incentive application relating to the proposed improvements to the property, and

WHEREAS, in order to receive the benefits contemplated by this Agreement, DEVELOPER has pledged to make a minimum amount of investment in its real property by constructing a new apartment complex, to include at least 200 apartment units, to be located on the southwest corner of East Cevallos and Probandt streets in San Antonio, Texas (the ***"Project"***) and has provided a site plan which is attached as Exhibit "B"; and

WHEREAS, the COUNTY has determined that making an economic development grant to DEVELOPER in accordance with this Agreement will further the objectives of the COUNTY and benefit the COUNTY and its residents and serve the broader purpose of stimulating and encouraging business and commercial activity in the COUNTY, retaining and expanding job opportunities and building the property tax base; and

WHEREAS, pursuant to Section 381.004(c)(1) of the Code, the COUNTY may contract with another entity, including a municipality, non-profit organization, or any other person, to administer a program for local economic development; and

WHEREAS, COUNTY, through approval and execution of this Agreement, hereby establishes a community and economic development program, pursuant to Section 381.004(b) and (h) of the Code, through a grant of public money to DEVELOPER.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

1.01 "***Ad Valorem Taxes***" means only that portion of ad valorem taxes charged, levied, or imposed by for and on behalf of the COUNTY and assessed by the Bexar Appraisal District ("***Appraisal District***") on the Real Property (as described in Article I, Paragraph 1.13) owned by DEVELOPER and shall specifically exclude taxes levied by the Commissioners Court for and on behalf of any other taxing authority or jurisdiction, including, but not limited to, the Bexar County Hospital District operating as University Health System or the Bexar County Flood Control District.

1.02 "***Application***" for purposes of this Agreement shall mean The County of Bexar and the City of San Antonio Joint Application dated on or about July 1, 2014, on file with the Commissioners Court and attached as Exhibit "D".

1.03 "***Base Year Value***" for purposes of this Agreement shall mean the assessed value of the Real Property as of January 1, 2015. Such values shall be determined by the Appraisal District under applicable Texas law and the Appraisal District's determination of value shall be conclusive for purposes of this Agreement.

1.04 "***Business Activities***" for purposes of this Agreement shall mean DEVELOPER'S construction and operation of a multi-family rental housing facility at the Project site, to include those support service activities necessary to support the business operations of DEVELOPER.

1.05 "***Certificate of Commencement of Construction***" shall mean the sworn certificate of DEVELOPER in the form attached as Exhibit "E," to be incorporated herein for all purposes upon its submission to the COUNTY by DEVELOPER, verifying Commencement of Construction (as defined in Article I, Paragraph 1.07).

1.06 "***Certificate of Substantial Completion***" means the sworn certificate of DEVELOPER in the form attached as Exhibit "F," incorporated herein for all purposes upon submission to the COUNTY, affirming that all construction contemplated by this Agreement is complete, inspected and approved by all governmental authorities having regulatory authority over the project, that DEVELOPER has met its capital investment commitment (as detailed out in Article V) and that no uncured breach of this Agreement then exists.

1.07 "***Commencement of Construction***" means the date on which documents necessary for construction at the Project site, to include architectural drawings, specifications, and other documents, have been prepared and submitted and all approvals thereof required by

governmental authorities having jurisdiction over the Project have been obtained and on-site construction activities at the Project site have commenced, as evidenced by DEVELOPER submission of a Certificate of Commencement of Construction to the COUNTY.

1.08 "***Economic Development Grant***" for purposes of this Agreement shall mean an annual grant of funds equal to the specifically identified percentage of the actual amount of Ad Valorem Taxes received by the COUNTY on the Real Property (to include the Eligible Improvements) exceeding the Base Year Value which the County will then rebate to DEVELOPER in the form of an Economic Development Grant, subject to the terms and conditions herein. The terms, percentage, due dates, and value calculation method of the Economic Development Grants to be provided under this Agreement are more specifically detailed in Article IV.

1.09 "***Economic Development Grant Period***" for purposes of this Agreement shall mean the period beginning on January 1, 2016 and continuing for ten (10) years thereafter through December 31, 2025. The Economic Development Grant Period is established for the purposes of capturing the value of each Economic Development Grant payable under this Agreement and its expiration shall mark the beginning of the Repayment Period (as defined in Article I, Paragraph 1.14 hereof).

1.10 "***Eligible Improvements***" for purposes of this Agreement shall mean any taxable improvement located on the Real Property which occurs after the date of execution of this Agreement and prior to DEVELOPER'S submission of a Certificate of Substantial Completion.

1.11 "***Force Majeure***" for purposes of this Agreement shall mean a contingency or cause beyond the control of DEVELOPER, including fire, explosion, or other casualty or accident or natural disaster and not resulting from the intentional act or misconduct of DEVELOPER. The burden to prove the occurrence of an event of Force Majeure shall rest solely with DEVELOPER, who shall provide a written submission detailing the event to the COUNTY's Economic Development Department Executive Director.

1.12 "***Improvements***" for purposes of this Agreement shall have the meaning assigned by Tax Code §1.04(3).

1.13 "***Real Property***" for purposes of this Agreement shall mean the parcel of land on which the Eligible Improvements are (or will be) located. A legal description of the Real Property is attached as Exhibit "A" and is incorporated herein for all purposes.

1.14 "***Repayment Period***" for purposes of this Agreement shall mean the period beginning upon the expiration of the Economic Development Grant Period and extending for six (6) years thereafter through the end of the Term (as defined in Article III, Paragraph 3.01 hereof).

1.15 Use of the term "days" throughout this Agreement shall refer to calendar days, unless specified otherwise.

ARTICLE II
PURPOSE

2.01 The purpose of this Agreement is to encourage DEVELOPER to undertake development of a Class A apartment complex to be located on the Real Property which is currently vacant. The multi-family rental housing facility will include at least 200 apartment units. The funds provided by way of this Agreement shall be granted as incentive for DEVELOPER to develop the Real Property as more specifically described herein. The provision of the economic benefits contemplated by this Agreement will be a significant contribution toward a broader purpose of stimulating and encouraging business and commercial activity, increasing job opportunities, and building the property tax base.

ARTICLE III
TERM

3.01 The term of this Agreement ("***Term***") shall begin on the Effective Date and continue through December 31, 2031 (a period which includes the Economic Development Grant Period and Repayment Period), unless otherwise terminated on an earlier date in accordance with the terms of this Agreement.

ARTICLE IV
ECONOMIC DEVELOPMENT GRANTS

4.01 Subject to DEVELOPER's continued fulfillment of all the terms, conditions, representations and warranties contained in this Agreement, the COUNTY will provide DEVELOPER with up to ten (10) Economic Development Grants, each calculated and payable in accordance with Paragraphs 4.02 and 4.03. The amount of the first Economic Development Grant shall be based on tax year 2016.

4.02 Each of the annual Economic Development Grants to be provided to DEVELOPER pursuant to this Agreement shall be equal to **FIFTY PERCENT (50%)** of the amount of Ad Valorem Taxes paid on the increase in the assessed value over and above the Base Year Value and which are actually received by the COUNTY on the Real Property and Eligible Improvements. DEVELOPER must submit an invoice ("***Invoice***") to the COUNTY thirty (30) days prior to each of the payment dates described in Paragraph 4.03. COUNTY will verify all amounts due (as reflected on the Invoice) with the Appraisal District or other appropriate COUNTY offices and submit the Invoice internally for payment. If a dispute regarding the Invoice amounts arises, the COUNTY's obligation to submit for payment shall be suspended until such dispute is resolved. Notwithstanding the foregoing, the COUNTY's final determination of any amounts due under this Agreement shall be conclusive.

4.03 Each of the annual Economic Development Grants will be due and payable as soon as reasonably practical after July 31st of the calendar year immediately following the calendar year for which the Economic Development Grant becomes due, provided: i) the COUNTY has actually received the Ad Valorem Taxes assessed against the Real Property and Eligible Improvements for such calendar year and those Ad Valorem Taxes

exceed the Base Year Value; and ii) DEVELOPER has submitted the Invoice for payment to the COUNTY. For clarity, if 2016 were to constitute year one of the Economic Development Grant Period, then the first Economic Development Grant would become due on July 31, 2017 and be payable as soon as reasonably practical following such date.

4.04 In the event the DEVELOPER files a protest or contest of the taxation and/or the taxable value of the Real Property or Eligible Improvements, the COUNTY's obligation to provide an Economic Development Grant for that tax year shall be abated until a final determination has been made of such protest or contest. In the event DEVELOPER files any protest or motion with the Appraisal District or otherwise contests the taxation of and/or the taxable value of the Real Property or Eligible Improvements which results in a final determination that changes the taxable value or tax liability after an Economic Development Grant has been paid for such tax year, the Economic Development Grant for that tax year shall be adjusted accordingly (either increased or decreased as necessary) on the following Economic Development Grant payment date. If there are no further Economic Development Grants to be paid, then the Party owed an adjustment must be paid directly by the other Party.

4.05 Notwithstanding anything in this Agreement to the contrary, the Economic Development Grants provided to DEVELOPER pursuant to this Agreement will be paid solely from lawfully available funds that have been appropriated by the COUNTY. Under no circumstances will the COUNTY's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the COUNTY has no obligation or liability to pay any Economic Development Grant unless DEVELOPER has actually paid the Ad Valorem Taxes assessed against the Real Property and Eligible Improvements and the COUNTY appropriates funds to make such payment during the tax year in which the Economic Development Grant is payable.

4.06 None of the COUNTY's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution. Further, the COUNTY shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by DEVELOPER except in accordance with Article IV.

4.07 Separate tax accounts must be established for the Real Property and Eligible Improvements with the Appraisal District and DEVELOPER must provide those tax account number(s) to the COUNTY within ninety (90) days following execution of this Agreement.

4.08 DEVELOPER agrees that during the Term of this Agreement it shall not:

(a) discontinue, cease or significantly reduce ("***Cessation***") its Business Activities on the Real Property for a period of sixty (60) days for any reason, excepting a Force Majeure event. Should such a Cessation of Business Activities occur, the

COUNTY's determination of the date of Cessation shall be conclusive unless DEVELOPER presents credible evidence to clearly indicate an alternate date; or

(b) utilize a significant portion of the Real Property for any purpose other than the Business Activities for a period of sixty (60) days, unless prior written consent has been obtained from Commissioners Court.

4.09 DEVELOPER agrees to pay, before the delinquency date, all of its Ad Valorem Taxes due with respect to any property located in Bexar County. This provision shall not be interpreted as a limitation or prohibition on DEVELOPER'S right to protest and/or contest appraisals on any property located in Bexar County.

4.10 DEVELOPER understands and agrees that the Base Year Value of the Real Property and Eligible Improvements, and the tax levy based on said Base Year Value, shall not decrease, but taxes may increase and that the amount of Ad Valorem Taxes paid by DEVELOPER attributable to the Real Property and Eligible Improvements shall not be less than the amount of taxes attributable to the Real Property and Eligible Improvements paid for the tax year this Agreement was executed. However, DEVELOPER shall have the right to protest and/or contest appraisals over and above the Base Year Value.

4.11 DEVELOPER agrees to furnish the Appraisal District with such information as the Appraisal District determines is necessary for appraisal purposes, as well as any accounting or tax records deemed necessary by the Appraisal District for that purpose.

4.12 DEVELOPER agrees to maintain the Real Property and Eligible Improvements in good repair and condition during the Term.

ARTICLE V
CAPITAL INVESTMENT COMMITMENTS

5.01 The Economic Development Grants provided to DEVELOPER pursuant to this Agreement are conditioned on DEVELOPER complying with the capital investment commitments described in this Article V.

5.02 DEVELOPER agrees that its capital investment in the Real Property and Eligible Improvements over and above the Base Year Value shall be in an amount not less than **TWENTY-EIGHT MILLION TWO HUNDRED THOUSAND DOLLARS ($28,200,000.00)**. Construction at the Project site must begin on or before December 31, 2015 (as evidenced by a fully complete Certificate of Commencement of Construction) and all of the capital investments contemplated by this Paragraph 5.02 must be substantially complete on or before December 31, 2016 (as evidenced by a fully complete Certificate of Substantial Completion), subject to Force Majeure.

5.03 DEVELOPER agrees that during the Term, it will own the Real Property and Eligible Improvements which are (or will be) located on the Real Property, subject to any permitted assignment under Article IX.

5.04 DEVELOPER agrees that any improvements made to the Eligible Improvements or construction of additional Improvements on the Real Property shall comply with:

(a) all applicable building codes and ordinances, including but not limited to flood, subdivision, building, electrical, plumbing, fire, and life safety codes and ordinances, as amended; and

(b) all applicable city, county, state, and federal laws, rules, regulations, statutes, ordinances, orders, and codes, as amended.

5.05 DEVELOPER must provide the COUNTY with semi-annual reports in a form satisfactory to COUNTY and substantially similar to Exhibit "C," certifying as to its compliance with its capital investment commitments and shall include information on the extent and amount of the capital investment that occurred during the semi-annual period preceding the submission of such reports. DEVELOPER agrees to submit the reports by March 31st (covering the period July 1 through December 31) and September 30th (covering the period January 1 through June 30) of each year of the Term until such time as it has certified that it has complied with the capital investment commitment described in Article V, Paragraph 5.02. The first initial report shall be due September 30, 2015 and shall cover the period starting with the Effective Date and concluding on June 30, 2015. COUNTY may require that the reports include information on capital expenditures, to include purchase order numbers, vendor names, and dollar amounts paid for all of the capital investments, actual costs, and book values. These reports must be prepared and administered in accordance with generally accepted accounting principles. During the Term, COUNTY and its employees and agents shall have access to the Project site (upon ten (10) business days advance written notice and during normal business hours) for the purpose of inspection to ensure that the capital investment commitments required by this Article V have been made and the Project site is being used for the Business Activities described in this Agreement.

ARTICLE VI
GOODWILL BENEFITS

6.01 DEVELOPER, as an Economic Development Grant recipient, will make a good faith effort to provide goodwill benefits to the COUNTY community. These goodwill benefits may include completed, current or planned benefits which can be in-kind donations, monetary donations or service donations to local non-profits, community organizations or national organizations directly assisting citizens of the COUNTY.

ARTICLE VII
REPRESENTATIONS OF DEVELOPER

7.01 DEVELOPER represents that the execution and performance of this Agreement has been duly authorized by its governing authority and does not require the consent or approval of any other person which has not been obtained. Additionally, the individual executing this Agreement on behalf of DEVELOPER represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of DEVELOPER

and to bind DEVELOPER to all terms, performances and provisions herein contained. In the event that a dispute arises as to the legal authority of either DEVELOPER, or the person signing on behalf of DEVELOPER, to enter into this Agreement, COUNTY shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement. In addition, DEVELOPER has executed the attached corporate resolution attached as Exhibit "G", documenting the authority of the individual executing this Agreement to do so on behalf of DEVELOPER.

7.02 DEVELOPER represents that the Project site will be utilized only for the Business Activities described in Article I, Paragraph 1.04. DEVELOPER agrees that any change in its Business Activities must have the prior approval (such approval not to be unreasonably withheld or delayed) of the Commissioners Court, and any other governmental entity having an interest in the ad valorem taxation of the property at the Facility.

7.03 DEVELOPER represents that there is no litigation pending or threatened against either it or any of its affiliates for any violations under the Occupational Safety and Health Act (29 U.S.C. §§651, et seq.), and agrees to provide COUNTY with notice of such actions if discovered subsequent to execution of this Agreement.

7.04 DEVELOPER warrants that it will conduct its Business Activities in accordance with all applicable federal, state and local laws.

7.05 DEVELOPER represents that no interest in the Real Property or Eligible Improvements related to this Agreement is presently held by or leased to, and warrants that it shall not sell or lease an interest in such property to, a member of the Commissioners Court or any other officer or employee of COUNTY, so long as this Agreement is in effect. The foregoing limitation shall not apply to tenant leases for rental units entered into by DEVELOPER in the ordinary course of business so long as DEVELOPER does so at market rates and on terms and conditions which are equal to those terms and conditions contained in tenant leases entered into by tenants not belonging to the above described groups.

ARTICLE VIII
DEFAULT, TERMINATION, AND REPAYMENT OF GRANT

8.01 During the Term, should COUNTY determine that DEVELOPER has failed to comply with any term or condition of this Agreement, excepting a Force Majeure event, or if any representation or warranty made by DEVELOPER to COUNTY in this Agreement is false or misleading in any material respect (each, a "***Default***"), then COUNTY may declare such Default and terminate this Agreement in accordance with the procedure described herein. If COUNTY provides DEVELOPER with written notice of a Default(s) ("***Default Notice***"), and the Default(s) as identified in the Default Notice is not cured within sixty (60) days from the date the Default Notice is sent ("***Cure Period***"), then this Agreement shall automatically terminate effective as of the date of the expiration of the Cure Period ("***Termination Date***"). COUNTY may, in its sole discretion, extend the Cure Period if DEVELOPER commences the cure within the Cure Period and is

diligently pursuing such cure. In the event of a termination of this Agreement pursuant to this Paragraph 8.01, DEVELOPER agrees to repay the COUNTY a specified percentage of the value of all Economic Development Grants then paid to DEVELOPER in accordance with the Repayment Schedule set out in Paragraph 8.02 below.

8.02 The amount of the Economic Development Grants to be repaid by DEVELOPER shall be determined by multiplying the total value of all Economic Development Grants as received by DEVELOPER by the applicable percentage, based on the calendar year in which the Default Notice resulting in termination of this Agreement is sent as follows:

REPAYMENT SCHEDULE	
Year in which Default Notice Resulting in Termination is Sent	**Total Value of all Economic Development Grants Received Shall be Multiplied by**
During the Economic Development Grant Period	100%
Year 1 of the Repayment Period	100%
Year 2 of the Repayment Period	80%
Year 3 of the Repayment Period	60%
Year 4 of the Repayment Period	40%
Year 5 of the Repayment Period	20%
Year 6 of the Repayment Period	10%

8.03 DEVELOPER agrees that any amounts which become due and owing under this Article VIII shall be paid to COUNTY within sixty (60) days after the Termination Date. It is not, and shall not be construed as, a waiver if COUNTY fails to declare immediately a Default, or delays in taking any action with respect to a Default, or fails to take any action with respect to a Default. Additionally, the remedies contained herein are non-exclusive, and COUNTY shall have any and all remedies it may be entitled to in law or in equity. The exercise of any remedy by COUNTY shall not be deemed as a waiver of any other remedy to which COUNTY may be entitled.

ARTICLE IX
ASSIGNMENT

9.01 No legal or business entity other than DEVELOPER shall be entitled to receive the benefit of the Economic Development Grants provided under this Agreement, including any entity resulting from a merger, reorganization, or any other form of business combination involving DEVELOPER, without the prior written consent of COUNTY, acting by and through the Commissioners Court (such consent not to be unreasonably withheld, conditioned, or delayed). In addition, this Agreement shall not be assigned by DEVELOPER to any other legal entity without the prior written consent of COUNTY (such consent not to be unreasonably withheld, conditioned, or delayed). Any attempted transfer of the rights and responsibilities under this Agreement or the assignment of this Agreement without prior approval of COUNTY (such approval not to be unreasonably withheld, conditioned, or delayed), acting by and through the Commissioners Court, shall

be void and this Agreement shall terminate, triggering the repayment provisions of Article VIII.

9.02 In the event of a proposed assignment by DEVELOPER, the assignee, or the assignee's legal representative, must execute a written assignment (approved in writing by both DEVELOPER and COUNTY as parties to the assignment document) agreeing to assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement as a condition of the assignment becoming effective.

ARTICLE X
NOTICES

10.01 All notices provided to be given under this Agreement must be in writing, and shall either be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid, and addressed to the proper Party at the address which appears below, or at such other address as the Parties hereto may hereafter designate in accordance herewith. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to COUNTY:	County Judge 101 West Nueva, Suite 1019 San Antonio, Texas 78205-3482 Attn: 381 Grant
With a copy to:	Commissioner, Precinct 2 101 West Nueva, Suite 1032 San Antonio, Texas 78205-3484
and,	Executive Director Economic Development Department 101 West Nueva, Suite 944 San Antonio, Texas 78205-3450
and,	Chief, Civil Section Bexar County District Attorney's Office 101 West Nueva, Suite 727 San Antonio, Texas 78205-3406
If to DEVELOPER:	Development Coordinator Transwestern Development Company, L.L.C. 901 South Mopac Expressway, Building IV, Suite 250 Austin, Texas 78746-5759

ARTICLE XI
SEVERABILITY

11.01 In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word contained in this Agreement is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In such event, there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal, and enforceable to effectuate the purpose of this Agreement.

ARTICLE XII
RELATIONSHIP OF PARTIES

12.01 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third-party as creating the relationship of principal and agent, employer-employee, partners, joint ventures or any other similar such relationship between the Parties and DEVELOPER has complete control of, and sole right to control, the performance of all work performed in connection with the Business Activities of DEVELOPER.

ARTICLE XIII
APPLICABLE LAW

13.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles that would require the application of the laws of any other state. Venue for any action brought hereunder (including any action in federal court) will be exclusively in Bexar County, Texas.

ARTICLE XIV
INCORPORATION OF OTHER DOCUMENTS

14.01 The following exhibits are attached hereto and incorporated herein for all purposes:

Exhibit “A” Legal Description of the Real Property

Exhibit “B” Project Site Plan

Exhibit “C” County of Bexar Economic Development Grant Compliance Report

Exhibit “D” County of Bexar and City of San Antonio Joint Incentive Application

Exhibit “E” Certificate of Commencement of Construction

Exhibit “F” Certificate of Substantial Completion

Exhibit “G” Agreement Resolution/Authorization

ARTICLE XV
AMENDMENT OF DOCUMENTS

15.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.

ARTICLE XVI
PRIOR AGREEMENTS SUPERSEDED

16.01 Subject to Article VII, Paragraph 7.06, this Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties respecting the subject matter within.

ARTICLE XVII
LEGAL EXPENSES

17.01 Excepting Article XVIII, Paragraph 18.01 of this Agreement, each Party must bear its own costs, including, but not limited to, attorneys' fees, for any action at law or in equity brought to enforce or interpret any provision of this Agreement.

ARTICLE XVIII
CERTIFICATION

18.01 DEVELOPER, by execution of this Agreement and in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ any undocumented workers at the Project site during the Term of this Agreement. If DEVELOPER is convicted of a violation under 8 U.S.C. Section 1324a (f), then this Agreement shall terminate without necessity of the Cure Period, and DEVELOPER shall repay the COUNTY all of the Economic Development Grant funds DEVELOPER has received under this Agreement. The COUNTY shall provide written notice to DEVELOPER of such a breach ("***Violation Notice***") and within one hundred twenty (120) days after the Violation Notice is sent, DEVELOPER shall repay the COUNTY all of the Economic Development Grant funds DEVELOPER has received under this Agreement with interest to be calculated in accordance with the money judgment rate set forth in Section 304.003 of the Texas Finance Code, as may be amended from time to time, from the date of the expiration of the one hundred twenty (120) day period following the Violation Notice referenced above until paid. The COUNTY, in its sole discretion, may extend the period for repayment set forth herein. In addition, DEVELOPER agrees to pay all costs and expenses, including attorney's fees, incurred by the COUNTY in enforcing this provision.

ARTICLE XIX
COUNTERPARTS; DELIVERY BY FACSIMILE OR ELECTRONIC MAIL

19.01 This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument. This Agreement may be executed in any number of counterparts and

by different parties in separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement, except that any party delivering an executed counterpart of this Agreement by facsimile or electronic mail also must deliver a manually executed counterpart of this Agreement. Notwithstanding the foregoing, failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

ARTICLE XX
COMMISSIONERS COURT AUTHORIZATION

20.01 This Agreement was approved by Order of the Commissioners Court dated APRIL 21, 2015 authorizing the County Judge to execute this Agreement on behalf of COUNTY. The Economic Development Grant provided pursuant to this Agreement is expressly subject to the fulfillment by DEVELOPER of all of the terms and conditions described herein.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals effective this 21ST day of APRIL, 2015.

COUNTY OF BEXAR

By: _____
NELSON W. WOLFF,
County Judge

ATTEST:

_____
For GERARD C. RICKHOFF,
County Clerk

AMSTAR/TW SOUTHTOWN, LLC

By: _____
WILLIAM T. PUCKETT,
Executive Vice President

Date: 3/10/15

APPROVED AS TO LEGAL FORM:

Criminal District Attorney
County of Bexar, Texas

By: _____
GERARD CALDERON,
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

_____
SUSAN YEATTS,
County Auditor

_____
DAVID SMITH,
County Manager

APPROVED:

_____
DAVID MARQUEZ,
Executive Director, Economic Development

EXHIBIT “A”

LEGAL DESCRIPTION OF THE REAL PROPERTY

BURY

2.294 ACRES
(99,927 Sq. Ft.)
100015-50012ti2.dwg

FN NO. 100015-50012-1R
January 13, 2015
JOB NO. R0100015-50012.92

FIELD NOTE DESCRIPTION

Of a 2.294 acre tract of land located in the City of San Antonio, Bexar County, Texas, being all of that certain called Lot 31, New City Block 2569, SV78204 Subdivision as recorded in Volume 9676, Page 90 of the Deed and Plat Records of Bexar County, Texas; said 2.294 acre **tract being more particularly described by Metes and Bounds** as follows, with all bearings being referenced to the North American Datum of 1983, Texas Coordinate System, South Central Zone:

Beginning, at a set 1/2-inch iron rod for the South curve return at the intersection of the Westerly right-of-way line of Probandt Street (86' R.O.W) and the Northerly right-of-way line of Clay Street (R.O.W. varies), being the southeasterly corner of said Lot 31;

Thence, along the South line of Lot 31 and the North Right-of-Way line of Clay Street as follows:

N 79° 19' 52" w, a distance of 273.44 feet to a set 1/2-inch iron rod with BPI cap;

N 75° 57' 45" w, a distance of 150.20 feet to a set 1/2-inch iron rod with BPI cap;

N 72° 17' 14" w, a distance of 55.18 feet to a found 1/2-inch iron rod with yellow cap;

N 71° 03' 43" w, a distance of 101.53 feet to a found 1/2-inch iron rod marking the Southeasterly corner of Lot 11, N.C.B. 2569, of the City of San Antonio conveyed to Mary M. Aragon by Deed of record in Volume 8491, Page 2000 of the Official Public Records of Bexar County, Texas, being the Southwesterly corner of said Lot 31;

Thence, N 19° 03′ 32″ E, leaving the Northerly Right-of-Way line of Clay Street, along the common boundary line of said Lot 11 and said Lot 31, a distance of 89.24 feet to a set 1/2-inch iron rod with BPI cap marking the Northeasterly corner of said Lot 11, being the Southwesterly corner of Lot 13, N.C.B. 2569 of the City of San Antonio conveyed to Alice G. Fermin by Deed of record in Volume 15077, Page 1499 of said Official Public Records;

Thence, along the common boundary line of said Lot 13 and said Lot 31, the following courses:

S 70° 19′ 11″ E, a distance of 53.76 feet to a set 1/2-inch iron rod with BPI cap marking the Southeasterly corner of said Lot 13;

N 19° 10′ 15″ E, a distance of 89.96 feet to a set 1/2-inch iron rod with BPI cap in the Southerly Right-of-Way line of E. Cevallos Street (55.6′ R.O.W.), being the Northeasterly corner of said Lot 13, same being the Northwesterly corner of said Lot 31;

Thence, along the Southerly right-of-way line of E. Cevallos street, being the northerly line of said 2.303 acre tract and hereof, the following courses:

S 70° 51′ 47″ E, a distance of 46.53 feet to a found 1/2-inch iron rod;

S 79° 08′ 11″ E, a distance of 394.58 feet to a set 1/2-inch iron rod with BPI cap at a point of curvature of the Southerly Right-of-Way line of E. Cevallos Street for corner; said point being the North curve return at the Southwest intersection corner of E. Cevallos and Probandt Street;

Thence, with the West Right-of-Way line of Probandt Street and the East line of Lot 31, along the arc of a curve to the right, having a chord of S 46° 13′ 19″ E, 16.30 feet, a radius of 15.00 feet and a central angle of 65° 49′ 42″, a distance of 17.23 feet, to a point of compound curvature for corner;

Thence, with the West Right-of-Way line of Probandt Street and the East line of Lot 31, along the arc of a curve to the right, having a chord of S 14° 07′ 07″ E, 160.96 feet, a radius of 5686.57 feet and a central angle of 01° 37′ 19″, a distance of 160.96 feet, to a point of compound curvature for corner; said point being the North curve return at the Northwest intersection corner of Clay Street and Probandt Street.

Thence, along the arc of a curve to the right, having a chord of S 42° 52′ 10″ W, 42.31 feet, a radius of 25.00 feet and a central angle of 115° 35′ 54″, a distance of 50.44 feet, to the **Point of Beginning**, containing 2.294 acres (99,927 square feet) of land, more or less.

1-13-15

Hal B. Lane III
Registered Professional Land Surveyor
Texas Registration No. 4690
Bury
922 Isom Road, Suite 100
San Antonio, Tx 78216
210-525-9090
TBPLS Firm No. 101075-01



VICINITY MAP
N.T.S.
SAN ANTONIO, TEXAS
SITE
TREE LIST
ZONING NOTE:
BENCHMARK LIST
FLOODPLAIN NOTE:
LEGEND
NOTES
FIELDNOTE DESCRIPTION
SURVEYOR'S CERTIFICATION
TITLE COMMITMENT NOTE
LOT 11
NCB 9569
MARY M. ARAGON
VOL 8491, PG. 2000
LOT 13
NCB 9569
ALICE C. MAHIN
VOL 15071, PG. 1499
E. CEVALLOS STREET
(50.0' R.O.W.)
PROBANDT STREET
(66' R.O.W.)
CLAY STREET
(50.0' R.O.W.)
2.300 ACRES
(100,210 SQ. FT.)
PROBANDT-CLAY PARTNERS, LTD.
VOL. 13422, PG. 1848
AMENDING PLAT OF ROWS II
VOL. 9510, PG. 122
P.O.B.
P.O.C.
CURVE TABLE
LINE TABLE
TRANSWESTERN
PROBANDT STREET & CLAY STREET
ALTA/ACSM LAND TITLE SURVEY
OF A 2.300 ACRE TRACT OF LAND LOCATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, BEING THAT CERTAIN 2.303 ACRE TRACT CONVEYED TO PROBANDT-CLAY PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP BY DEED OF RECORD IN VOLUME 13422, PAGE 1848 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
BURY
922 Isom Road, Suite 100
San Antonio, TX 78216
Tel. (210) 525-9090 Fax (210) 525-0029
TBPE # F-1048 TBPLS # F-10107501
Copyright © 2014
DRAWN BY: MTH
DESIGNED BY:
QA / QC: HBL
PROJECT NO.: R0100015-50012
SHEET 1 OF 1
4-10-2014 1 ADDRESSED ATTORNEY COMMENTS TO SURVEY HBL
DATE NO. REVISION APPROVAL

EXHIBIT “B”

PROJECT SITE PLAN



06 MAR 2014

Wilder Belshaw Architects
3875 Ponte Ave. Suite 410
Addison, Texas 75001 214.969.0500

La Tuna Site
San Antonio, TX

TRANSWESTERN
The Performance Advantage in Real Estate

EXHIBIT "C"

COUNTY OF BEXAR ECONOMIC DEVELOPMENT
GRANT COMPLIANCE REPORT

BEXAR COUNTY SEMI-ANNUAL GRANT COMPLIANCE REPORT

Reporting Period: _____ through _____

Real Property Improvements	
Expenditures associated with the real property improvements to your facility during _____ through _____.	
Improvements occurring during reporting period.	$
Improvements existing **prior to** reporting period.	$
Total real property improvements (Add responses from 5 and 6).	$
Bexar Appraisal District Tax Account Number.	
Additional Representations	
Goodwill benefits provided or planned to be provided to the Bexar County community. Attach a printed description of goodwill benefits to this report with the company name as the title.	
Certification	
I certify that the information provided in this Bexar County Tax Abatement Compliance Report is correct and that the company has complied with all terms and conditions of its Tax Abatement Agreement.	
Signature:	
Date:	/ /
Printed Name:	
Title:	
Company:	
Mailing Address:	
City, State, Zip:	, -
Phone:	- -
Fax:	- -
E-Mail:	

EXHIBIT "D"

COUNTY OF BEXAR AND CITY OF SAN ANTONIO
JOINT INCENTIVE APPLICATION

JOINT INCENTIVE APPLICATION

Company: Transwestern Development Company

Address: 901 South Mopac Expressway, Building IV, Suite 250 **City:** Austin **State:** TX **Zip:** 78746-

Website: www.transwestern.com/development

Ownership: ☒ **Private** ☐ **Public**

Headquarters Location (where the company's officers direct, control and coordinate the entity's activities) City: Houston **State:** TX

Business Structure (i.e., Proprietorship, Partnership, Corporation): Corporation

State of registration or incorporation: DE

PROJECT DETAILS

1. **List other communities that are being considered for the project:**

   N/A

2. **Why is an incentive necessary for the project to succeed financially?**

   The site is located in a desired development zone on the south side of downtown San Antonio. It is located in an area that has struggled historically but is slowly transitioning. However, there is low income housing located all around the site, which suppresses the level of rent that the project will be able to achieve, regardless of the quality of the housing provided. As such, tax abatements are deemed a necessary component to attracting national, institutional-grade financial partners to the project - partners whose investment in the City and the County will making a lasting impact in the area's growth moving forward.

3. **Indicate any incentives sought or received from other taxing entities in connection with this project.**

   ICRIP & CCHIP - Fee Waivers & Tax Reimbursement Grant

4. **Describe the project, including capital improvements (real and personal property) to be undertaken, the facility's use, and the product or service to be produced.**

   Transwestern Development Company is pleased to present Southtown Villas a Class A apartment development located on a dynamic infill site in the heart of Southtown. Located on the southwest corner of Cevallos and Probandt, this highly visible development will play a strong role in Southtown's urban revitalization story. Southtown Villas will feature at least 200 apartments with the following unit mix: 11.2% studios, 63.8% one-bedroom units and 25% two-bedroom units. The average size will be 841 square feet. Community Amenities will include a main courtyard with a resort-style swimming pool, outdoor kitchens, fire pits, and lush landscaping, a rooftop deck with fantastic views of downtown San Antonio, and an additional landscaped courtyard with washer pits and lounge areas. Also planned for the project are a state-of-the-art fitness facility, full-service leasing office and resident clubhouse with a full kitchen and entertainment center.

5. **Classification (i.e. Agribusiness, Aviation/Aerospace, Biotechnology, Corporate and Regional Headquarters, Creative Services, Environmental/Clean/Green Technology, Finance, Information Technology and Security, Logistics and Distribution, Manufacturing):** Multifamily

6. **Physical address:** 322, 406, 414 Cevallos & 347,351,400 Clay Street **City:** San Antonio

   County Precinct: 1 **City Council District:** 5 **School District:** SAISD

7. ☒ New construction ☐ Expansion ☐ Lease improvements

8. **Improvement values. Real property:** $28,200,000 **Personal property:** $ **Inventory/Supplies:** $

9. **Schedule (MM/YY): Start date:** 12 / 14 **Completion date:** 5 / 16

	Investment
Year 1 (2014)	$1,600,000
Year 2 (2015)	$21,500,000
Year 3 (2016)	$5,100,000
Year 4 (2017)	$
Year 5 (2018)	$

10. **Does/will the applicant own or lease the project's real property?** ☒ Own ☐ Lease

If leased, indicate the landlord/owner.

If leased, indicate lease term. **Years** **Expiration date:** / /

11. **List existing Bexar Appraisal District tax account numbers associated with this project.**

Real property: 02569 - 000 - 0320 ; 02569 - 000 - 0330 ; 02569 - 000 – 0340*

Personal property: 02569 - 000 - 0370 ; 02569 - 000 - 0360 ; 02569 - 000 - 0350

12. **Total global workforce: Full-time:** n/a **Part-time:** n/a **Seasonal:** n/a

13. **Current local workforce: Full-time:** n/a **Part-time:** n/a **Seasonal:** n/a

14. **Total new, full-time jobs to be created:**

	Jobs		Jobs
Year 1 (2014)		Year 6 (2019)	
Year 2 (2015)		Year 7 (2020)	
Year 3 (2016)		Year 8 (2021)	
Year 4 (2017)		Year 9 (2022)	
Year 5 (2018)		Year 10 (2023)	

15. **Project impact on the following job classifications (at full operations)*:**

	Managerial/ Executive	Professional	Clerical	Other (Identify) Maintenance
Number of full-time employees				

Number to be filled by relocated workers	0			
Salary range	$ - $	$ - $	$ - $	$ - $
Minimum hourly rate	$	$	$	$

*All new and existing employees must meet specific wage requirements; refer to each entity's individual Tax Abatement Guidelines for full details.

16. **Average Annual Salary of Existing Jobs:** $

17. **Average Annual Salary including Projected New Jobs:** $

18. **Describe the investment in training/education for new, full-time jobs created and recruitment policies to include how the applicant will utilize Workforce Solutions Alamo.**

19. **Describe the benefits package that will be offered to employees and their dependents.**

20. **Is the company delinquent in the payment of ad valorem taxes to any taxing unit located in Bexar County?**

    ☐ **Yes** ☒ **No** **If yes, explain:**

21. **Has the applying company or any of its affiliates been cited, currently under investigation, or have litigation pending for any violations of federal, state, county and/or municipal laws, codes or ordinances?**

    ☐ **Yes** ☒ **No** **If yes, indicate the nature/status of the violation(s):**

22. **Has the company previously received an incentive from the County or City?** ☐ **Yes** ☒ **No**

    If yes, indicate the time period (MM/YY): /

    If yes, explain: n/a

    If yes, is/was the company in compliance with all terms and conditions: ☐ **Yes** ☐ **No**

23. **Is any interest in this project presently held by an elected, appointed or employed member of any taxing entity?** ☐ **Yes** ☒ **No**

24. **Is any interest in this project presently held by a member of the Bexar County Commissioners Court or other County official or employee; or, a member of the San Antonio City Council or other City official or employee ?** ☐ **Yes** ☒ **No**

    If yes, explain:

25. **Describe any goodwill benefits and involvement that the applicant has previously provided and/or is committed to providing in the future to the Bexar County community.**

All of our team members have long histories in San Antonio and strong relationships with the City. Transwestern is known for providing Pro Bono sustainability/energy consulting services and strategic idea development through a consulting-based methodology to local entities such as SAISD, CPS Energy and Brooks City Base. Transwestern's team members are committed to the growth, prosperity and success of the Bexar County community. In addition, the robust corporate platform of Transwestern provides a superior level of infrastructure, quality control and assurance of service performance.

26. Provide an assessment of the project's environmental impact, and any remediation and/or compliance plan associated with the project, which would have the effect of minimizing the negative impact of the project on the environment.

This project will have only a positive impact on the site and surrounding environment. The site has sat vacant since the 1970s, and it is home to only concrete foundations, old tires, household debris and trash. None of these materials appear to be hazardous. The concrete foundations are all surface debris will be removed and disposed of appropriately (recycled or discarded, depending on the material) prior to commencing site work. In December 2013 the current owners removed an old underground storage tank from the site, and they have since issued a "no further action" letter from TCEQ. Terracon recently conducted a Phase I Environmental Site Assessment, the findings of which conclude that this site does not appear to have any contamination issuses. However, as a precaution, Terracon will conduct a Phase II subsurface investigation to assess soils and groundwater for contaminants of concern related to the historical Southwest Motor Transport facility, which was located across Clay Street to the south between the early 1950s and mid-1970s.

ATTACHMENTS

☒ **Information regarding the applicant company's description, including corporate structure, audited financial statement or prior year report, and organization chart identifying affiliates and subsidiaries.**

☐ **Financial Gap Analysis**

☒ **Metes and bounds, field notes and/or a site survey showing the location of existing and proposed improvements.**

☒ **City of San Antonio's Discretionary Contracts Disclosure form, which can be found at: http://www.sanantonio.gov/atty/ethics/forms/DContract.doc.**

Companies must submit non-refundable application fees with their respective applications based upon the following schedules. Projects that require an assignment or amendment are also required to pay an application fee of $1,000.00 to each entity.

☒ **County of Bexar: $1,000.00**

☒ **City of San Antonio:**

Number of Employees in the Applicant Firm	Fee
Minimum Fee	$500
100-499	$1,000
500+	$1,500

CERTIFICATION

I understand and certify that I have read the County of Bexar's and the City of San Antonio's current *Tax Abatement Guidelines* which are relative to the County of Bexar General Fund and the City of San Antonio General Fund ad valorem taxes. I am familiar with the provisions contained therein, and that the information provided in this application could become a part of an incentive agreement with the County of Bexar. I also certify that I am authorized to sign this application, the information provided herein is true and correct, and knowingly providing false information will result in voiding the application and termination of any incentive agreement.

Signature: Ashley Taylor **Date (MM/DD/YY):** 7/1/14

Printed Name: Ashley Taylor **Title:** Development Coordinator

Company Name: Transwestern Development Company

Mailing Address: 901 South Mopac Expressway, Building IV, Suite 250

City: Austin **State:** TX **Zip:** 78746-

Telephone: (512) 314-3556 **Mobile:** (979) 571-8585 **E-mail address:** ashley.taylor@transwestern.com

EXHIBIT "E"

CERTIFICATE OF COMMENCEMENT OF CONSTRUCTION

DATE:_____ , 201___

AFFIANT: _____

_____

_____

Unless defined herein, each capitalized term or phrase used in this Certificate of Commencement of Construction will have the meaning ascribed to such term or phrase in the Grant Agreement dated _____, 2015, between Transwestern Development Company, L.L.C. ("***Affiant***") and Bexar County, Texas ("***County***") which is incorporated herein by reference for all purposes.

The person signing this Certificate of Commencement of Construction has been duly sworn. Under oath, the undersigned swears the following information is true and correct:

1. Representations of Affiant. The undersigned person has been duly authorized by Affiant to sign this Certificate of Commencement of Construction as its agent and representative and deliver it to the County in accordance with the terms of the Grant Agreement.

2. Description of Construction Obligations. Affiant entered into an Agreement for a grant of public funds to support the development of the Real Property and agreed that Commencement of Construction at the Project site would begin on or before December 31, 2015.

3. By submission of this Certificate of Commencement of Construction, Affiant swears that Commencement of Construction at the Project site began on _____, _____.

3. Liability for False Statements. Affiant is aware that the County is relying upon the truth and accuracy of this Certificate of Commencement of Construction and that Affiant will be liable to the County for all damages, attorney's fees, and other expenses incurred because of any false statement contained in this Certificate of Commencement of Construction.

AFFIANT: _____

Printed Name: _____

SWORN AND SUBSCRIBED to before me on this _____ day of _____, _____, by _____.

[seal]

Notary Public, State of Texas

EXHIBIT "F"

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE:_____ , 201___
AFFIANT: _____
_____
_____

Unless defined herein, each capitalized term or phrase used in this Certificate of Substantial Completion will have the meaning ascribed to such term or phrase in the Grant Agreement dated _____, 2015, between Transwestern Development Company, L.L.C. ("***Affiant***") and Bexar County, Texas ("***County***") which is incorporated herein by reference for all purposes.

The person signing this Certificate of Substantial Completion has been duly sworn. Under oath, the undersigned swears the following information is true and correct:

1. Authority of Affiant. The undersigned person has been duly authorized by Affiant to sign this Certificate of Substantial Completion as its agent and representative and deliver it to the County in accordance with the terms of the Grant Agreement.

2. Description of Affiant's Obligations. Affiant entered into an Agreement for a grant of public funds to support the development and redevelopment of the Real Property and agreed that it would make a capital investment of TWENTY-EIGHT MILLION TWO HUNDRED THOUSAND DOLLARS ($28,200,000.00) at the Project site on or before December 31, 2016.

3. Representations of Affiant. Affiant swears that the all improvements made at the Project site have been constructed, inspected and approved by all Governmental Authorities having regulatory authority thereof, that as of the date of this Certificate of Substantial Completion, it has made a total of _____ dollars in additional capital investment at the Project site and no breach of the Agreement has occurred without cure by Affiant.

4. Liability for False Statements. Affiant is aware that the County is relying upon the truth and accuracy of this Certificate of Substantial Completion of construction and that Affiant will be liable to the County for all grant payments made and damages, attorney's fees, and other expenses incurred because of any false statement contained in this Certificate of Substantial Completion.

AFFIANT: _____
Printed Name: _____

SWORN AND SUBSCRIBED to before me on this _____ day of _____, _____, by _____.

[seal] Notary Public, State of Texas

EXHIBIT “G”

AGREEMENT RESOLUTION/AUTHORIZATION

AMSTAR/TW SOUTHTOWN, LLC
A DELAWARE LIMITED LIABILITY COMPANY

UNANIMOUS WRITTEN CONSENT OF MANAGERS

The undersigned, constituting the sole managers of TDC SOUTHTOWN GP, LLC, a Delaware limited liability company (the "Company") hereby consents to and adopts the following resolutions:

> RESOLVED, that William T. Puckett, Manager of the Company, is hereby authorized, empowered, and directed in the name of the Company, in its capacity as general partner of AMSTAR/TW SOUTHTOWN, LLC, a Delaware limited liability company, to execute and deliver documents of the Company.

Dated: March 9, 2015

William T. Puckett, Manager