### Contact Information

<table>
<thead>
<tr>
<th>Primary Contact</th>
<th>Sally Roth</th>
<th>Phone: 913-396-6310</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>227 N Santa Fe, Ste 310</td>
<td>Email: <a href="mailto:sally@ovpgroup.com">sally@ovpgroup.com</a></td>
</tr>
<tr>
<td></td>
<td>Salina, KS 67401</td>
<td></td>
</tr>
<tr>
<td>Secondary Contact</td>
<td>Alyssa Carpenter</td>
<td>Phone: 512-789-1295</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
</tr>
<tr>
<td>Consultant Contact</td>
<td>Alyssa Carpenter</td>
<td>Phone: 512-789-1295</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
</tr>
</tbody>
</table>

### Development Information

<table>
<thead>
<tr>
<th>Name of Proposed Entity:</th>
<th>OPG Albury Partners, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Name:</td>
<td>The Residences at Albury</td>
</tr>
<tr>
<td>Development Type:</td>
<td>New Construction</td>
</tr>
<tr>
<td>Secondary Type:</td>
<td>None</td>
</tr>
<tr>
<td>Previous TDHCA #:</td>
<td>None</td>
</tr>
<tr>
<td>Initial Construction Year:</td>
<td>0</td>
</tr>
<tr>
<td>Units Demolished:</td>
<td>0</td>
</tr>
<tr>
<td>Units Reconstructed:</td>
<td>1</td>
</tr>
<tr>
<td># of Census Tracts:</td>
<td>1</td>
</tr>
<tr>
<td>Target Population:</td>
<td>Elderly</td>
</tr>
<tr>
<td>Development Address:</td>
<td>SWQ SW Albury Blvd and Ridgehill Dr</td>
</tr>
<tr>
<td></td>
<td>Burleson, TX 76028</td>
</tr>
<tr>
<td>ETJ?:</td>
<td>N</td>
</tr>
<tr>
<td>County:</td>
<td>Johnson</td>
</tr>
<tr>
<td>Region:</td>
<td>3</td>
</tr>
<tr>
<td>Rural/Urban:</td>
<td>Urban</td>
</tr>
<tr>
<td>Census Tracts:</td>
<td>48251130204</td>
</tr>
<tr>
<td>Total LI Units:</td>
<td>70</td>
</tr>
<tr>
<td>Total MR Units:</td>
<td>23</td>
</tr>
<tr>
<td>Total Units:</td>
<td>93</td>
</tr>
<tr>
<td>HTC Request:</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Pre-App Fee Due:</td>
<td>$930.00</td>
</tr>
<tr>
<td>Has Fee already been submitted?:</td>
<td>No</td>
</tr>
<tr>
<td>Name on Check:</td>
<td></td>
</tr>
<tr>
<td>Check Number:</td>
<td>none</td>
</tr>
<tr>
<td>Set-Aside Election:</td>
<td>none</td>
</tr>
</tbody>
</table>

### Notifications

<table>
<thead>
<tr>
<th>U.S. Representative:</th>
<th>Roger Williams</th>
<th>District: 25</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Senator:</td>
<td>Brian Birdwell</td>
<td>District: 22</td>
</tr>
<tr>
<td>State Representative:</td>
<td>DeWayne Burns</td>
<td>District: 58</td>
</tr>
</tbody>
</table>
School Superintendent: Bret Jimerson
School District: Burleson ISD
School District Address: 1160 SW Wilshire Blvd.
Burleson, TX  76028

Presiding Officer of Board of Trustees: Andy Pickens
Address: 1160 SW Wilshire Blvd.
Burleson, TX  76028

Elected Officials: Roger Harmon
Rick Bailey
Kenny Howell
Jerry Stringer
Larry Woolley
Ken Shetter
Stuart Gillaspie
Rick Green
Katherine Reading
Todd K. Hulsey
Dan McClendon
Ronnie Johnson

County Judge
County Commissioner
County Commissioner
County Commissioner
Mayor
City Council Member
City Council Member
City Council Member
City Council Member
City Council Member

Neighborhood Organizations: None

Competitive Housing Tax Credit Selection Self-Score

Criteria Promoting Development of High Quality Housing

Unit Sizes: 6
Unit Features: 9
Sponsor Characteristics: 2
High Quality Housing Total: 17

Criteria to Serve and Support Texans Most in Need

Income Levels of Tenants: 16
Rent Levels of Tenants: 11
Tenant Services: 10
Opportunity Index: 7
Underserved Area: 3
Tenant Populations with Special Housing Needs: 2
Proximity to the Urban Core: 0
Serve and Support Texans Most in Need Total: 49

Criteria Promoting Community Support and Engagement

Commitment of Development Funding by Local Political Subdivision: 1
Declared Disaster Area: 10
Community Support and Engagement Total: 11
Criteria Promoting Efficient Use of Limited Resources and Applicant Accountability

Financial Feasibility: 18
Cost of Development per Square Foot: 12
Pre-Application Participation: 6
Leveraging Private, State and Federal Resources: 3
Extended Affordability: 2
Historic Preservation: 0
Right of First Refusal: 1
Funding Request Amount: 1
Efficient Use of Limited Resources and Applicant Accountability Total: 43
Point Adjustment:
Total Applicant Self-Score: 120

Intent to Request Points for Items not Included in the Applicant's Self-Score

Readiness to Proceed: 0 points
Government Support: 17 points
Quantifiable Community Participation: 4 points
Support from State Representative: 8 points
Input from Community Organizations: 4 points
Concerted Revitalization Plan: 0 points
Eligible to score at least 4 points under Opportunity Index?:

Attachments and Certifications

Site Control Documentation: Site Control_Burleson_Alsbury.pdf
Census Tract Map: census_alsbury.pdf
Neighborhood Risk Factors:
Other Pertinent Information:
EXCLUSIVE OPTION AGREEMENT

This Exclusive Option Agreement (the "Option Agreement"), dated the ___ day of September, 2018, is entered into between D & L Investments, a Texas LLC. ("Optionor"), and OPG Land Development, LLC, a Kansas limited liability company or its assignee ("Optionee").

WHEREAS, Optionor owns two certain tracts of land in Johnson County, Texas one of which containing approximately 6.95 acres and the other containing approximately 1.17 acres for a combined total of 8.12 acres, which is generally depicted on Exhibit A attached hereto and incorporated herein by reference for all purposes (the "Land").

WHEREAS, Optionor desires to grant to Optionee the sole and exclusive right and option to acquire the Land strictly in accordance with this Option Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged and agreed, Optionor and Optionee mutually covenant and agree as follows:

1. Grant of Option. Subject to the terms and conditions recited herein, Optionor hereby grants to Optionee the sole and exclusive right and option to acquire fee simple interest in the Land (the "Option") as expressly provided in Paragraph 4 below. The exercise by Optionee of the Option shall in all events be optional with Optionee in the exercise of Optionee's sole and absolute discretion.

2. Term of Option. Unless exercised by Optionee strictly in the manner provided herein, this Option shall automatically expire, terminate, and be of no further force or effect on January 1st, 2019, at 5:00 P.M. Central Standard Time (the "Termination Date").

3. Option Price. Optionee hereby agrees to pay Optionor an amount equal to One Thousand Dollars ($1,000.00) (the "Option Price") for this Option, to be exercised strictly on the terms and conditions herein.

4. Title Insurance Commitment; Survey. At any time prior to the Termination Date, Optionee may obtain a current commitment for an Owner's Policy of Title Insurance (the "Title Commitment") with respect to the Land and copies of all instruments affecting the Land. Optionee may obtain the Title Commitment from any title insurance company of its choice. At any time prior to the Termination Date, Optionee may obtain a survey of the Land (the "Survey").

5. Purchase Agreement. Optionee's acquisition of the Land shall be pursuant to the terms and conditions of a purchase and sale agreement (the "Purchase Agreement"), to be negotiated between Optionor and Optionee prior to the Termination Date, which Purchase Agreement shall contain terms and conditions mutually acceptable to Optionor and Optionee. If no Purchase Agreement is entered into by Optionor and Optionee prior to the Termination Date, then this Option Agreement and the Option granted herein shall automatically terminate. On such Purchase agreement, Optionee shall pay real estate commissions to SVN Trinity Advisors

4838-2475-0993.v3
6. **Exercise of Option.**

   (a) The Option granted herein shall only be exercisable by execution and delivery by Optionor and Optionee of the Purchase Agreement as expressly provided in Paragraph 5 above. The consummation of the purchase and sale transaction shall be conducted through the title company mutually agreed upon by Optionor and Optionee (the "Title Company") pursuant to the Purchase Agreement.

   (b) If the Option is not exercised by the Termination Date, then (i) the Option granted herein shall automatically terminate and be null and void and of no further force or effect, and (ii) the rights of Optionee under this Option Agreement shall automatically terminate, and neither party shall have any remaining obligations hereunder. Subject to the provisions hereof, neither Optionor nor Optionee shall incur or suffer liability or monetary responsibility of any kind to the other party hereto or any other person if a Purchase Agreement is not executed on or before the Termination Date, provided that Optionor shall have no right to enter into an agreement with another party with respect to the purchase of the Land prior to the Termination Date.

7. **Closing.** At the closing in accordance with the terms of the Purchase Agreement:

   (a) Optionor shall execute and deliver to the Title Company a special warranty deed in recordable form reasonably acceptable to the Title Company. During the duration of this Option, Optionor agrees not to impose any additional encumbrances or restrictions on the Land without the prior written consent of Optionee, which consent shall not be unreasonably withheld, conditioned or delayed by Optionee. Optionor further agrees to undertake such further actions, and execute and deliver such other and further documents as are required by the Purchase Agreement.

   (b) Optionee shall arrange for payment of the purchase price under the Purchase Agreement. The parties agree that the purchase price under the Purchase Agreement shall be One Million Five Hundred Thousand Dollars, $1,500,000.00 ("Purchase Price"). Optionee further agrees to undertake such further actions, and execute and deliver such other and further documents as are required by the Purchase Agreement.

8. **Time of the Essence.** Time is of the essence with regard to all time periods and deadlines stated in this Option Agreement.

9. **Confidentiality.** During the term of this Option Agreement, Optionor and Optionee agree not to disclose the content or substance of the terms, conditions, and provisions of this Option Agreement, including, without limitation, the Purchase Price, to any person or entity without the other party's written consent. Notwithstanding the foregoing, each party shall be entitled to make disclosures concerning this Option Agreement to the Texas Department of Housing and Community Affairs, lenders, investors, attorneys, accountants, employees and other service professionals as may be reasonably necessary in furtherance of the transactions.
contemplated hereby, and each party shall be entitled to make such disclosures concerning this Option Agreement as may be necessary to comply with any court order or directive of any governmental authority. The confidentiality provisions of this paragraph will not apply to any matters of public record. The confidentiality provisions of this paragraph will survive the termination of this Option Agreement.

10. Obligation of Good Faith. Optionor and Optionee hereby agree to act at all times during the term of this Option Agreement in good faith and to deal fairly and honestly with the other party. The parties shall work cooperatively and use their best efforts to negotiate a Purchase Agreement prior to the Termination Date.

11. Remedies: Specific Performance. Upon the exercise of the Option by Optionee and a default by Optionor, Optionee shall be entitled to seek specific performance of Optionor's obligations hereunder, in addition to any remedies available to it at law or in equity.

12. Governing Law and Venue. This Option Agreement shall be construed in accordance with and the rights and remedies of the parties determined under the laws of the State of Texas. The parties agree that exclusive venue for any suit or proceeding relating to this Option Agreement, including the enforcement thereof, shall be in ______ County, Texas.

13. Successors and Assigns. The provisions of this Option Agreement are for the benefit of and are binding upon all successors and permitted assigns of Optionor and Optionee. Optionor may assign this Option Agreement without consent of Optionee to any affiliate of Optionor, provided Optionor will provide contemporaneous written notice to Optionee of any such assignment. Optionee may assign this Option Agreement to OPG ________ Partners, LLC, a to-be-formed Texas limited liability company, or any other affiliated entity that submits an application for housing tax credits to the Texas Department of Housing and Community Affairs, without the prior written consent of Optionor, provided Optionee will provide contemporaneous written notice to Optionor of any such assignment.

14. Amendment. This Option Agreement may only be amended by a written instrument signed by Optionor and Optionee or their respective successors and permitted assigns.

15. Counterparts. This Option Agreement may be executed in counterparts and all such counterparts shall constitute one single agreement.

16. Recordation. Optionee may, at Optionee's expense, record a memorandum of this Option Agreement in the real property records of the county in which the Land is located in order to put third parties on notice of the existence of this Option Agreement, and Optionor agrees to execute any such memorandum.
Executed to be effective as of the date set forth above.

**OPTIONOR:**

D & L INVESTMENTS, a Texas LLC

By: [Signature]
Name: Dan R. Sterlau
Title: Partner

**OPTIONEE:**

OPG Land Development, LLC, a Kansas limited liability company

By: [Signature]
Name: Brett Johnson
Title: Authorized Representative
D&L Investments, as Optionor, hereby acknowledges receipt of $1,000 as consideration paid by OPG Land Development, LLC, as Optionee, pursuant to that certain Exclusive Option Agreement dated as of 9/25, 2018.

D&L Investments, a Texas General Partnership

By: [Signature]
Name: Carter Maharaj
Title: CEO
EXHIBIT "A" TO EXCLUSIVE OPTION AGREEMENT

Description of Land

Lot 1, Block 1, Hillside Addition Phase IV, City of Burleson, Johnson County, Texas
Lot 3, Block 2, Hillside Addition Phase IV, City of Burleson, Johnson County, Texas
FIRST AMENDMENT TO EXCLUSIVE OPTION AGREEMENT

This First Amendment to Exclusive Option Agreement (this “First Amendment”) is made and entered into by and by and among D&L INVESTMENTS, a Texas general partnership (“Optionor”), and OPG LAND DEVELOPMENT, LLC, a Kansas limited liability company (“Optionee”).

WITNESSETH:

WHEREAS, Optionor and Optionee entered into that certain Exclusive Option Agreement (the “Agreement”) with an effective date of September 20, 2018 (the “Effective Date”) pursuant to which Optionor granted to Optionee an irrevocable exclusive right and option to purchase from Optionor those certain tracts or parcels of land located in Burleson, Johnson County, Texas and more particularly described on Exhibit A attached thereto, reference to which is made in extenso; and

WHEREAS, Optionor and Optionee wish to amend the Agreement in certain respects.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, Optionor and Optionee agree as follows:

1. All capitalized terms which are used and not defined herein shall have the same meaning ascribed to them in the Agreement, unless otherwise specified herein.

2. Section 2 of the Agreement is hereby amended to read as follows:

“Term of Option. Unless exercised by Optionee strictly in the manner provided herein, this Option shall automatically expire, terminate, and be of no further force or effect on January 31st, 2019, at 5:00 P.M. Central Standard Time (the “Termination Date”).”

3. This First Amendment contains the parties’ entire agreement regarding the subject matter covered by this First Amendment, and supersedes all prior correspondence, negotiations, and agreements, if any, whether oral or written, between the parties concerning such subject matter. There are no contemporaneous oral agreements, and there are no representations or warranties between the parties contained in this First Amendment. Except as modified by this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

4. This First Amendment may be executed in any number of counterparts, each of which shall be an original and all of which, taken together, shall be one instrument.

[Signature Page Follows]
In witness whereof, the undersigned have executed this Amendment effective as of the 27th day of December, 2018.

OPTIONOR:

DATE: December 27, 2018

D&L INVESTMENTS, a Texas general partnership

By: 

[Signature]

[Name: Dan R. Steblay, Partner]
[Title: Carter Mahaney, CFO]

OPTIONEE:

DATE: December 27, 2018

OPG LAND DEVELOPMENT, LLC, a Kansas limited liability company

By: 

[Signature]

[Name: Brett Johnson]
[Title: Authorized Representative]
Census Tract Map
The Residences at Alsbury

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html