A2A[®] | PROPERTY DEVELOPERS

INVESTING IN PROPERTIES:

DALLAS FORT WORTH TEXAS

LEGAL DOCUMENTATION

TITLE OF THE PROPERTY

The title of the property refers to the legal rights that a property owner holds in a property. Purchasing a single-detached home in Texas, the title can be conveyed in several ways. When you purchase a property in Texas through A2A, the title will be transferred to you through a Special Warranty Deed.

REAL ESTATE PURCHASE AGREEMENT (REPA)

The REPA outlines all the conditions of the sale between the purchaser and the seller.

Additional documents for Property Investor Plan clients:

TITLE INSURANCE

The Title Insurance protects the owner from any title defects, liens and encumbrances existing as of the date of the policy and not excepted from coverage.

PROMISSORY NOTE

The promissory note is a legal and financial instrument which contains the terms of payment on the remaining balance owing on the property. By signing this document, the purchaser agrees to make the scheduled payments to the seller.

DURABLE SPECIAL POWER OF ATTORNEY

The Durable Special Power of Attorney will allow A2A and its associates to carry out specific actions related to the construction of the house, after the title has been transferred in your name.

DEED OF TRUST

This document is a deed wherein equitable title in real property is transferred to the Trustee (the seller), which holds it as a security for a loan. It is the security of the seller until the purchaser has fully paid for the property.

CONSTRUCTION AGREEMENT

The Construction Agreement is a contract between the purchaser and the developer governing the terms and conditions on building the house. This contract is at the option and discretion of the purchaser.



ACQUISITION COSTS

CLOSING EXPENSES I

(applicable for deals financed by U.S. banks)

Appraisal:	\$450
Origination Fee:	max 1% of loan
Processing/Underwriting:	\$350
E-filings/Administration Fees:	\$250
Credit Report	\$50
Flood Certification	\$30
Surveys	\$1,000
Inspections	\$300

TOTAL: \$2,430 + 1% of the loan value (origination fee)

CLOSING EXPENSES 2 (applicable for all deals)

VIE	
Legal & Settlement Fees:	\$500
Escrow Fees:	\$500
Tax Report:	\$55
Title Insurance*:	\$2,000
Title Insurance Loan Policy	
Premium*:	\$250
Title Company Fee*:	\$750

TOTAL: \$4,055 *optional

TOTAL EXPECTED CLOSING EXPENSES

(for deals with bank financing) \$6,485 + 1% of the loan value (Closing Expenses 1 & 2)

TOTAL EXPECTED CLOSING EXPENSES (for Property Investor Plan)

\$4,055

(Closing Expenses I only)

NOTE:

- These costs are based on an estimate done in March 2015. Costs may be subject to change depending on the company providing the products and services listed above.

 Charges will vary according to the scope of services.
Final Charges are best sourced from your mortgage/ financial service provider.

FINANCING

You have the option to apply for home loan from any U.S. bank and some selected local banks in your country.

We have also made arrangements and partnered with Cathay Bank to accept mortgage applications for investors in Asia. To apply, Cathay Bank requires a completely filled out application form. You can request a copy of the application form from your agent. You will also be required to supply copies of the following documents:

- A valid passport
- 3 months most recent personal bank statement
- Official letter of employment stating your position, salary and years of service
- Last 3 months payslip

A2A's International Property Management Team will help you submit these documents to Cathay Bank. The team will also inform you the status of the approval within 4-6 weeks.

WARRANTY

All homes come with:

- One year warranty for contractor-related works & repairs
- 10 Year Structural Warranty for structural items such as foundation & framing defects

As an added option, homeowners can also take out a comprehensive insurance against all and every contingency. Premiums generally depend on the type of coverage that you want for your home.

OPERATING COSTS

Operating costs refer to expenditures incurred throughout the ownership of the property.

PROPERTY TAX

Texas has no state property tax. However, the legislature has authorized local governments to collect the tax. Depending on the location of the property, there are several main components or taxing units (such as hospital, schools, utility districts) that will be applied to taxing the property. The property will be appraised annually by an Appraisal Review Board. Property Tax can range from 2% - 2.8% of the assessed value.

HOMEOWNERS' ASSOCIATION (HOA) FEES

This is a fee paid by all property owners to the home owners association, a body that maintains the common areas and facilities of the community/subdivision.

Current HOA Fees (as at 2014): The Hills of Windridge: \$690 / year Trails of Fossil Creek: \$210 / year Sendera Ranch: \$540 / year

REPAIRS & MAINTENANCE

Repairs and maintenance of the property is the responsibility of the owners.

MANAGEMENT FEES

These fees are charged by a lettings and management agency for their services, including tenant recruitment/ selection and contract renewal.

PROPERTY MANAGEMENT

You can choose to contract any property management firm in Dallas. However, we do recommend ONEPROP, a property management firm with extensive experience in the field. Founded in 1987, the company is currently managing over 4,500 properties.

The company currently offers the following services:

LEASING

which includes:

- advertising the property
- tenant screening (credit report, criminal history, rental history and employment verification)

FEE: 80% of the first month rent

PROPERTY MANAGEMENT

which includes:

- turnover of the property to the tenant
- collection of rent
- repairs (landlord is recommended to put a \$250 repair fund)
- monthly and annual statements FEE: 8% of collected monthly rent; 8% if investor has 3 or more properties

LEASE RENEWAL

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FEE: 15% of the renewal month's rent

For more information regarding OneProp and their full list of services, visit www.onepropdfw.com.

Principal Contact & Coordinating Officer: Mr. Jason Otts

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TAXES

INCOME TAX

Rent from a property is subject to income tax which is payable to the state and federal governments. Income tax is charged on net rental income after deducting eligible costs such as mortgage interest, property tax, HOA fees and management fees.

There is no income tax at the state level in Texas. Most investors are likely to pay the lowest rates of income tax (10% as at 2015*).

*To get the latest tax brackets, visit the Internal Revenue Service website at <u>irs.gov</u>.

CAPITAL GAINS TAX

For sale of property by non-resident foreign property owners, Tax is classified as the "Foreign Investment in Real Property Tax Act" (FIRPTA). The FIRPTA is an upfront 10% tax imposed on the seller on the gross sale price of the property. This is imposed by the IRS in the U.S. Whereas the capital gains from the outright sale of the property follows closely Federal Income Tax rate brackets.

For Short-Term Capital Gains

(holding period of ONE YEAR OR LESS): Federal Income Tax rates apply (as of 2013, it ranged from 10% - 39.6%, depending on total assessable gains recognized)

For Long-Term Capital Gains

(MORE THAN ONE YEAR holding period): Capital Gains Tax rates are imposed according to gains, and depending on the quantum of capital gains, the rates will likely range from 0%, 10% or 15%.

The state of Texas does not impose individual capital gains tax.

We hope this information sheet will be helpful in providing you a picture of what you can expect as a property owner in Dallas-Fort Worth. While we endeavour to provide you with a complete and holistic set of information, we recognise that each investor has different financial needs and background. As such, we strongly recommend seeking professional advice from a qualified lawyer and/or accountant.

Should you have any further questions, visit our website: <u>a2aglobal.com</u> or send your inquiries to: <u>info@a2aglobal.com</u>.

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