

for 15 years, from 2005 until I retired as CEO in 2020. Prior to becoming CEO, I served as President (then it may have been the Chair) in 2000, and previously as President-Elect (may have been Chair-Elect), Vice President (which existed at that time but may have been Chair-Elect), Secretary/Treasurer, and was a Director for two years prior to being an officer. I am also a licensed REALTOR and broker. Thus, I have personal and unique knowledge of how ARBOR does business. In addition, I am familiar with all the books and records of ARBOR, the Bylaws, ARBOR's Policies, Procedures and Operations Manual ("Operations Manual") and the traditions of ARBOR.

3. When I was CEO, most of the ARBOR books and records including financial information was created and maintained "in-house" at ARBOR. We sent our monthly ledger to the accountant who put in a monthly report format for the Board. When someone turned in an expense reimbursement request, the request was verified it contained receipts by Cindy Stevenson, ARBOR's bookkeeper. If it was in compliance with the Operations Manual, Cindy would forward the request to me. If I approved the request Cindy would write the check and I and the Secretary/Treasurer (if available and if not, another officer would complete this process) would sign the check. When the unsigned check was presented to me and the Secretary/Treasurer and paperclipped was the expense and receipts. Then we would sign. However, reports without receipts were not approved. No reimbursement was made. Cindy maintained all these records on-site at ARBOR in file cabinets. These records were used in audit and were available to anyone.

4. When ARBOR entered into a contract, as CEO I would typically negotiate with the vendor or service provider. It was known the contract was contingent on Board approval. I would present the contract to the Board and if approved, I would sign as the CEO. When two signatures were needed, the President (then called the Chairman) would sign unless the vendor or provider requires the Secretary/Treasurer and then they would sign. Contracts were maintained by me in my files and available to anyone.

5. When I initially became CEO of ARBOR the financial shape of the association was not good. However, we reorganized and were able to build a building (which is paid off) and by 2020, when I retired, the financials of ARBOR were very good. The financials were kept by Cindy on a now antiquated program, but I had full access to this program along with other staff (I cross trained them for when Cindy was out of the office). If a governing person had asked to review, I would have provided them access.

6. It appears the same or similar form I used as CEO for presentation of information to the Board is being used. While I agree that the normal information I provided to the Board as CEO was generally sufficient, I do not agree it is sufficient in this circumstance as serious and minor violations may have occurred.

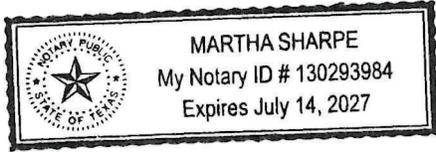
7. I have reviewed the documents attached to Plaintiffs' Response to Defendants' Traditional Motion for Summary Judgment on Plaintiffs' Claim for Declaratory Relief and the minor and serious issues identified. The presentation provided by the CEO using the same or similar form I used is not sufficient to determine if the issues are actual violations of ARBOR bylaws, the Operations Manual, or the law.

8. I have read Taylor Oldroyd's affidavit attached to Defendants' Motion. I disagree with the alleged "long-standing practice" in paragraph 12. I was never asked for administrator-level credentials to the accounting platform of the live general ledger most likely because at least one officer would come into ARBOR offices twice a month to review and sign checks and one would also sign contracts. However, if an officer or director would have asked, I would have allowed access. Essentially, at least one officer received all the backup documentation for the ARBOR expenses because he or she countersigned all checks and we attached it when the unsigned check was presented. Thus, to say the Board never had access to raw general ledger data is not accurate.

9. I have also read Dixon Holman's affidavit attached to Defendants' Motion. Mr. Holman served in his positions as Secretary/Treasurer and the committee chairs while I was CEO. As Secretary/Treasurer he was often the person who countersigned checks and thus, received and reviewed the raw general ledger each time he countersigned checks. Sometimes as President he may have done this and as President and/or Secretary/Treasurer he signed contracts again being privy to this information and the documents. Thus, he received and presumably reviewed the raw data of which upon information and belief the current President is not privy (nor the other officers or directors). In addition, if the materials provided to the Board were sufficient, why is ARBOR paying interest on credit cards and receiving noticed from the IRS and the State of Texas?

10. In the documents or affidavits produced, it is implied the merger exploration did not occur until mid-2024. However, upon information and belief, both Mr. Oldroyd and Mr. Dixon were exploring the opportunity long before this time and it was only in mid-2024 that it was brought to the ARBOR Board's attention. Although Mr. Oldroyd states explore preliminary

SUBSCRIBED AND SWORN TO BEFORE ME by LARRY JOHNSON on this 4th day of March 2026, to certify which witness my hand and official seal.



Martha Sharpe
Notary Public, State of Texas