

MEMORANDUM OF UNDERSTANDING

BETWEEN

McKINNEY HOUSING FINANCE CORPORATION

AND

NRP HOLDINGS LLC

“[PROJECT NAME]”

THIS MEMORANDUM OF UNDERSTANDING (this “*MOU*”) is between the McKinney Housing Finance Corporation (the “*McKinney HFC*”), a public, nonprofit housing finance corporation organized under Chapter 394 of the Texas Local Government Code, and NRP Holdings LLC (“*Developer*”), an Ohio limited liability company, and is dated and effective as of _____, 2019.

The Developer is a developer of affordable housing in the State of Texas. The McKinney HFC is a public, nonprofit housing finance corporation whose mission is to provide safe, decent and sanitary housing for persons of low and moderate income. The Developer and the McKinney HFC hereby agree to work cooperatively to develop affordable housing at the following location, in accordance with the terms of this MOU:

[Project Name], being a ____ unit development to be located in the City of McKinney, Texas, financed with private activity bonds issued by the McKinney HFC and 4% Low Income Housing Tax Credits allocated by the Texas Department of Housing and Community Affairs (the “*Project*”).

In order to accomplish this purpose, the parties agree as follows:

AGREEMENTS

A. OWNERSHIP STRUCTURE

1. The Developer will form a limited partnership named _____ (the “*Partnership*”) for the purpose of owning the Project. A single-purpose limited liability company that is wholly-owned by the McKinney HFC will be admitted into the Partnership as the sole General Partner (the “*General Partner*”).

2. The Developer may designate an affiliate to serve as a special limited partner of the Partnership (the “*Special LP*”), with certain oversight and approval rights. Any such rights must be agreed to by the McKinney HFC and may not, in the opinion of the McKinney HFC’s counsel, result in the Special LP being deemed a General Partner for exercising its rights under the Partnership Agreement (as hereinafter defined); *provided, however*, that it is acknowledged that

neither the Developer, nor its affiliates, will be required to guarantee any items or indemnify for any items over which such entities are not given control.

3. The duties of the General Partner and the Special LP shall be set forth in a partnership agreement (the “*Partnership Agreement*”) to be entered into among the General Partner, the Special LP and an equity investor as the limited partner (the “*Investor LP*”).

The General Partner’s execution of the Partnership Agreement shall be subject to the following terms:

(i) The General Partner’s representations shall be limited to those within the General Partner’s actual knowledge and in no case shall due inquiry be required, it being understood and agreed that the General Partner will not be looked upon by the Special LP or the Investor LP to conduct Project-related diligence, and any such diligence conducted by the McKinney HFC is solely for its own benefit;

(ii) The General Partner shall be indemnified by the Special LP and the Partnership for any liabilities incurred under the Partnership Agreement, except for liabilities incurred as a result of the General Partner’s gross negligence, willful misconduct, or willful breach of the Partnership Agreement and in no event shall such indemnification be contingent upon a ruling of a court of law, provided indemnitees shall be given notice and right to defend any claim, and in all events shall not be liable for any claims settled without indemnitees consent;

(iii) The McKinney HFC and the Contractor (as defined herein) shall be indemnified by the Partnership, Special LP and the Developer for any liabilities incurred in connection with the Project, except for liabilities incurred as a result of the gross negligence or willful misconduct of the McKinney HFC or the Contractor, as applicable, and in no event shall such indemnification be contingent upon a ruling of a court of law, *provided* that indemnitees shall be given notice and right to defend any claim, and in all events shall not be liable for any claims settled without indemnitees consent;

(iv) The Special LP and the Developer shall be indemnified by the Partnership for any liabilities incurred under the Partnership Agreement, except for liabilities incurred as a result of the gross negligence or willful misconduct of the Special LP and/or Developer, and in no event shall such indemnification be contingent upon a ruling of a court of law, provided indemnitees shall be given notice and right to defend any claim, and in all events shall not be liable for any claims settled without indemnitees consent;

(v) The General Partner shall not be required to covenant to undertake actions or obligations that the Special LP will be required to take under the Partnership Agreement; *provided*, that the General Partner will cooperate in good faith with the Special LP to undertake or meet any such obligations; and

(vi) The Partnership Agreement shall contain a provision wherein the Special LP and Investor LP acknowledge that the obligations of the General Partner under the Partnership Agreement are obligations solely of the General Partner and not the owner of the General Partner.

The Developer agrees that it will provide an executed copy of this MOU to the Investor LP prior to executing an equity letter of intent or similar document (an “LOI”) and, as set forth in Paragraph C.2 below, agrees to provide the LOI to the McKinney HFC and its counsel for review and comment prior to execution. Certain Partnership and Project management and indemnification provisions shall be documented in a separate Master Agreement.

4. Title to the land for the Project shall be taken in the name of a wholly-owned subsidiary of the McKinney HFC (the “Ground Lessor”), and the Ground Lessor shall then enter into a 99-year ground lease (the “Ground Lease”) with the Partnership, as tenant, holding an interest in the improvements that constitute the Project. Funding for the acquisition of the land will come from the financing of the Project, and may be paid to the Ground Lessor in the form of an up-front Ground Lease payment. Upon termination of the Ground Lease, ownership of the improvements constituting the Project shall revert to the Ground Lessor.

Upon the sale of the Project by the Partnership to a third party, the Ground Lessor shall transfer title of the land to such third party upon payment to the Ground Lessor of an amount equal to (i) the initial acquisition price for the land; *provided, however*, that the Partnership shall be entitled to a credit for any amortized annual lease payments occurring prior to such sale *plus* (ii) 50% of any appreciation between the initial acquisition price and the fair market value of the land at the time of such sale.

B. DUE DILIGENCE

As a condition to the McKinney HFC’s participation in the Project, the McKinney HFC requires the Developer to provide due diligence information on the Project and its proposed financing and operations pursuant to the due diligence checklist (the “Checklist”) attached hereto as *Exhibit A*. The Developer shall deliver the due diligence items on the Checklist at the times stated on the Checklist, to the extent reasonably possible.

C. FINANCING

1. On behalf of the Partnership, the Developer has applied or will apply for a reservation of up to \$_____ in private activity bond volume cap in connection with multifamily housing bonds to be issued by the McKinney HFC (the “Bonds”). If the Partnership receives a reservation of private activity volume cap in connection with the issuance of the Bonds, the Developer shall be responsible for selecting the manner in which the Bonds will be sold to facilitate debt financing for the Project and negotiating the financing terms of the Bonds on behalf of the Partnership, with such Bond purchaser potentially being an affiliate of the Developer; *provided*, that the McKinney HFC shall have the right to review and approve the financing arrangements and

the terms and conditions of any Bond or loan documents, such approval not to be unreasonably withheld, conditioned or delayed.

2. On behalf of the Partnership, the Developer will apply for a commitment of up to \$_____ in low-income housing Tax Credits (the “*Tax Credits*”) from the Texas Department of Housing and Community Affairs (the “*TDHCA*”). If the Partnership receives a commitment of Tax Credits, the Developer shall be responsible for selecting the manner in which the Tax Credits will be sold to facilitate equity financing (the “*Equity*”) for the Project, which may be from an affiliate of the Developer, and negotiating the equity financing terms on behalf of the Partnership; *provided*, that the McKinney HFC shall have the right to review and approve the identity of the Investor LP, the financing arrangements and the terms and conditions of any Equity financing documents, such approval not to be unreasonably withheld, conditioned or delayed. The Equity financing documents are expected to include the Partnership Agreement.

3. If the Project receives a commitment of Tax Credits, the Developer will apply for construction and permanent financing (the “*Loan*”) on behalf of the Partnership. The Developer shall be responsible for selecting the lender, which may be an affiliate of the Developer, and negotiating the Loan terms on behalf of the Partnership; *provided*, that the McKinney HFC shall have the right to review and approve the financing arrangements and the terms and conditions of any Loan documents, not to be unreasonably withheld, conditioned or delayed.

4. The Developer shall pay all costs and fees associated with applying for the Bonds, the Loan and the Tax Credits, which costs, along with all other pre-development costs incurred by the Developer, shall be reimbursed at the initial closing and funding of financing to the Partnership (the “*Closing*”) from the proceeds of the Bonds and Equity. In the event this MOU is terminated or the transaction fails to close as contemplated herein, the Developer shall be solely responsible for all costs described above and the McKinney HFC and its affiliates shall have no responsibility for payment or reimbursement of such costs.

5. The Developer or its affiliate, shall provide any guarantees of construction completion, operating expenses, Tax Credit delivery, and the like that may be required in conjunction with the Bond financing or the Equity financing, so long as the Developer is provided adequate control and consent rights over items which it is required to guaranty. Neither the McKinney HFC nor any of its affiliates will provide any guarantees or indemnities and shall not be listed as a Section 50 guarantor should the Project be financed with a HUD-insured loan, *provided, however*, to the extent Developer, or its affiliates, are required to make a payment under a guaranty due to the actions of the General Partner, or its affiliates, funds which would have otherwise been distributed by the Partnership to the General Partner, or its affiliates, shall instead be paid to Developer, or its affiliates, to reimburse such payments.

D. DESIGN AND CONSTRUCTION

1. The Developer shall provide comprehensive development services to the Partnership pursuant to a Development Agreement to be entered into by the Partnership and the Developer.

2. The Developer shall prepare and promptly provide the McKinney HFC a detailed development budget for the Project.

3. The Developer shall be responsible for obtaining the services of design professionals for the design of the site plan and design of the project. The McKinney HFC will be provided copies of the final plans and specifications for the Project, including all construction contracts. The McKinney HFC will have the right to review, comment and approve such plans, specifications and contracts prior to the execution of the contracts, such approval not to be unreasonably withheld, conditioned or delayed and provided that the Developer shall have a final consent right to any such documents.

4. In order to secure an exemption from state sales tax for the acquisition of building materials, the McKinney HFC or a subsidiary of the McKinney HFC shall serve as the general contractor (or co-venturer) (the "*Contractor*") and enter into a master subcontractor agreement (or joint venture agreement) with the Partnership. The master subcontractor (or developer-affiliated co-venturer) will be an affiliate of the Developer. For its services in connection with the construction contract, the McKinney HFC shall be entitled to a fee equal to 25% of the sales tax savings. The Master Subcontractor (or developer-affiliated co-venturer) will be an affiliate of the Developer. The Master Subcontractor shall provide the Partnership a standard AIA form Lump Sum contract in an amount and otherwise on terms and conditions acceptable to all parties, each acting reasonably. In no event shall the amount of the general contract be less than shown in the Project proforma. The lump sum payable to Master Subcontractor shall be an obligation of the Partnership and shall be inclusive of a typical 6-2-6 construction profit (i.e., 6% builder profit, 2% overhead and 6% general conditions), all of which will be drawn on a percent of work complete basis. The fixed price amount of the contract will also include a contractor's contingency of 5% solely for the use of Master Subcontractor and to be drawn as needed by an approved change order to complete the work. Any unused contingency at the completion of the project will be paid to the Master Subcontractor as part of the lump sum contract.

5. The Developer shall be responsible for obtaining all governmental approvals and permits needed in order to construct and operate the Project. The McKinney HFC shall provide reasonable assistance to the Developer in obtaining the same.

6. The Developer shall guarantee to the Investor LP and any lender, delivery of the Project on time and within the approved budget (as it may be amended or revised from time to time with appropriate approvals), to the extent required by the same. The McKinney HFC or its affiliate shall have the right to review and approve any material change orders or any material

changes in the scope of work or plans and specifications (costing over \$250,000 for a single change or \$500,000 in the aggregate) during construction.

7. The Project shall be constructed so as to comply with ADA and Section 504 requirements, to the extent applicable under federal and state law.

E. MANAGEMENT AND OPERATION

1. NRP Management LLC (the “*Manager*”) or such other Developer designated affiliate shall serve as the property manager for the Project which will be memorialized in a Property Management Agreement (the “*Management Agreement*”). The amount of the management fee shall be the greater of \$40 per unit per month or five percent (5%) of effective gross income and paid as outlined in the Management Agreement, but in no event less than \$4,995 per month (the “*Management Fee*”). At the Manager’s option, the Manager shall have the right to defer up to one percent (1%) of the Management Fee, such deferred portion of the Management Fee to be paid prior to paying the deferred portion of the Development Fee. Because the Project consists of new construction, prior to the receipt of a Certificate of Occupancy for the first residential building, the Manager will be compensated by monthly fees equal to \$40 per unit commencing with the first complete month after the first community employee commences to work at the Project, provided such date is typical for when an employee would commence working at similar projects. The Manager shall further be entitled to receive a \$35,000 property set-up fee payable no later than the first (1st) anniversary of the start of construction. Funds capitalized in the rent up reserve line item of the development budget that go unused for interest after completion and property expenses will be considered earned by the Manager as an incentive lease-up fee. The Manager shall provide all normal and customary reports to the McKinney HFC on a timely basis each month. The Manager shall provide drafts of all material out going third party correspondence to the McKinney HFC for review prior to submittal. The Manager shall make available on a timely basis all copies of all incoming important correspondence from all third parties to the McKinney HFC. The McKinney HFC will be registered with lenders and equity providers to receive copies of all correspondence regarding the Project.

2. Notwithstanding anything to the contrary and so long an affiliate is providing a guaranty with respect to the Project, the Management Agreement will automatically renew upon its scheduled termination.

F. SOCIAL SERVICES

The McKinney HFC and the Developer will be jointly responsible for initiating and arranging for social services to be provided (as required by the TDHCA) for the residents of the Project with the Special LP retaining ultimate responsibility. The Special LP shall have the right to monitor the provision of such social services during the Tax Credit compliance.

G. COMMUNITY SUPPORT

The McKinney HFC and the Developer shall be jointly responsible for interfacing with the local governmental officials in connection with support for the Project. The parties will consult with each other and coordinate the response to any media inquiries and/or public opposition to the Project that may arise.

H. TAX EXEMPTION

The ownership structure contemplated herein is expected to generate ad valorem tax exemption for the Project. The McKinney HFC, on behalf of the Partnership, shall work with the applicable appraisal district to obtain confirmation of the availability of such exemption. The Partnership shall be responsible for retaining local counsel for purposes of rendering any required opinions regarding the ad valorem property tax exemption. If the Partnership agrees to make an annual PILOT payment in an amount and pursuant to terms acceptable to the McKinney HFC and Developer, such payment shall be contingent upon a mutually agreeable adjustment to the economic terms of the Partnership.

The McKinney HFC and Developer will use commercially reasonable efforts to cause the Partnership to apply for, obtain, and maintain the Tax Exemption and at the direction of the Special LP to pursue an appeal of any denial thereof if at the cost of the Partnership. The McKinney HFC will not take any action on behalf of itself or the General Partner to cause the Tax Exemption to be terminated or voided. The General Partner will not take any action on behalf of itself or the Partnership to cause the Tax Exemption to be terminated or voided. If the Tax Exemption is not obtained or maintained after commercially reasonable efforts by the McKinney HFC, and the Special LP has not given written direction to pursue an appeal or has given written direction to discontinue the appeal, the McKinney HFC shall promptly cause its direct or indirect interest in the General Partner, and any and all rights to future fees and distributions to be transferred to the Special LP, or its designee for \$100. In addition, the fee estate in the land shall be conveyed to the Partnership at (i) a cost of \$100 to the Partnership if the loss of such exemption occurs during the Compliance Period (as hereinafter defined) and (ii) the fair market value of the land as determined by the average of the value determined by two (2) independent appraisers if the loss of such exemption occurs after the Compliance Period (as hereinafter defined).

I. FEES AND EXPENSES

1. The Developer shall be entitled to receive a development fee (the "*Development Fee*") for its services in developing the Project. The amount of the Development Fee shall be equal to 15% of the Project's total development costs, as calculated pursuant to applicable TDHCA guidelines. All payments of Development Fee shall be made pro-rata with 70% going to Developer and 30% going to the McKinney HFC or its subsidiary. The Partnership shall first pay a fee in the amount of \$50,000 to Structure Development for consulting services prior to any payments of the Development Fee to affiliates of the McKinney HFC or the Developer.

2. After payment of the Development Fee and any amounts owed to the Investor LP, the General Partner and Special LP shall split any remaining net cash flow distribution, 50% to the Special LP and 50% to General Partner. After payment of the Development Fee, and any payments to the Investor LP, if any, payments from net sale and refinance proceeds established in the Partnership Agreement, the General Partner and the Special LP shall split any remaining net sale and refinance distributions, 50% to the Special LP and 50% to General Partner.

3. The General Partner and Special LP shall each be entitled to receive a Partnership Management Fee in the amount of \$[10,000] per year for its services in connection with Management of the Partnership.

4. Neither party shall enter into any contractual relationship or agreement relating to the Project that would cause either financial or legal liability to the other, without the other party's prior written consent.

5. All expenses incurred by the McKinney HFC in connection with this MOU, including but not limited to costs for third-party reports, the McKinney HFC's legal counsel, counsel to the General Partner and the Partnership, special real estate counsel, financial advisor and other expenses incurred by the McKinney HFC in connection with the proposed Project, not to exceed \$ _____ (the "Costs"), shall be included in the Project's development budget and reimbursed by the Partnership to the McKinney HFC concurrently with the Closing. Notwithstanding any language in this paragraph, the McKinney HFC shall not be entitled to retain any of its Costs, if the McKinney HFC terminates this MOU pursuant to paragraph K.10(e)(f)(g) or (h) or otherwise breaches the terms of this MOU.

6. For the avoidance of doubt, the usual and customary fees received by the McKinney HFC as issuer of the Bonds are separate and apart and in addition to all fees payable to the McKinney HFC or its subsidiaries as described in this MOU.

7. Keystone, an affiliate of the Developer, shall provide accounting services (including but not limited to: (i) bookkeeping, monitoring and reporting requirements and processing the construction loan and development draws and change orders, and (ii) preparation of and/or coordinating preparation of the cost certification, carryover, 10% test, tax returns and the Partnership's audit and audited financial statements for filing or certification by the Partnership's outside accountants, to the Project until the later of: (i) conversion to permanent financing; (ii) receipt of the final installment of the Equity financing; and (iii) receipt of Form 8609. Keystone shall receive a fee from the Partnership of \$35,000 in the aggregate per year. Keystone will provide customary correspondence and reports to the McKinney HFC monthly. Keystone shall provide drafts of all material out going third party correspondence to the McKinney HFC for review prior to submittal. The Developer and Keystone shall make available timely copies of all incoming important correspondence from all third parties to the McKinney HFC. The McKinney HFC will be registered with the lenders, accountants and equity providers to receive copies of all correspondence regarding the Project.

J. LONG TERM OWNERSHIP

At the end of the 15-year Tax Credit compliance period (the “*Compliance Period*”), the General Partner, the McKinney HFC, or the McKinney HFC’s designated affiliate shall have a right of first refusal to acquire the Project for a price equal to the outstanding indebtedness secured by the Project plus any exit taxes. In addition, upon execution of the Partnership Agreement, the General Partner, or other McKinney HFC affiliate shall have an option to acquire the interests of the Investor LP and the Special LP and an option to acquire the Project at fair market value. The parties hereto recognize that the McKinney HFC desires to have long-term ownership of the Project and shall cooperate in establishing opportunities for such ownership by the McKinney HFC. The parties hereto further agree that the McKinney HFC’s rights and interests with respect to the long term ownership of the Project shall be documented in the Partnership Agreement, the Ground Lease and any related document in a manner mutually agreeable to the McKinney HFC and the Developer. In the event that the McKinney HFC, or its designee, purchases the Project or the Investor LP interest pursuant to these provisions, it shall pay the Special LP what the Special LP would have received under the Partnership Agreement had the Project been sold for its fair market value, and shall cause to have the Developer and its affiliates released from any guarantees; *provided, further*, that the Developer shall be given a right to participate in any resyndication, rehabilitation, or recapitalization of the Project through the fifth anniversary of the end of the Compliance Period.

K. MISCELLANEOUS

1. This MOU reflects the entire understanding between the parties and may only be amended in writing, signed by both parties. This MOU is a contract and not merely an “agreement to agree.”

2. Each party hereto is prohibited from assigning any of its interests, benefits or responsibilities hereunder to any third party or related third party, without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned, or delayed.

3. The parties agree to execute such documents and do other such reasonable things as may be necessary or appropriate to facilitate the development of the Project and the consummation of the agreements set forth herein.

4. This MOU may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one contract binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart

5. THIS MOU SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUSIVE OF CONFLICT OF LAWS PRINCIPLES.

6. In case any one or more of the provisions contained in this MOU for any reason is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this MOU will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7. The parties hereto submit exclusively to the jurisdiction of the state and federal courts of Collin County, Texas, and venue for any cause of action arising hereunder shall lie exclusively in the state and federal courts of Collin County, Texas.

8. Should any party employ an attorney or attorneys to enforce any of the provisions hereof, to protect its interest in any manner arising under this MOU, or to recover damages for the breach of this MOU, the non-prevailing party in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including specifically, but without implied limitation, attorneys' fees, expended or incurred by the prevailing party in connection therewith.

9. The subject headings contained in this MOU are for reference purposes only and do not affect in any way the meaning or interpretation hereof.

10. This MOU shall continue until terminated upon the occurrence of any one of the following conditions:

(a) The McKinney HFC and the Developer sign a mutual consent to terminate this MOU;

(b) The Project has not received a commitment for Tax Credits by _____, 20__;

(c) The Project has not received a commitment for Bond financing by _____, 20__;

(d) Loan and Equity financing for the Project are not closed by _____, 20__;

(e) If the terms of the Loan and Equity financing for the Project are unacceptable to the McKinney HFC, in its sole discretion, and the McKinney HFC provides the Developer notice of such fact and a 30-day opportunity to provide financing terms that are acceptable to the McKinney HFC and the Developer, but the Developer does not do so;

(f) The McKinney HFC's Board of Directors takes action to disapprove of the participation of the McKinney HFC in the financing of the Project as described in this MOU at any time prior to the Closing;

(g) Either party breaches its obligations under this MOU, the non-breaching party provides the breaching party notice of such fact and a 15-day opportunity to cure, and the breaching party fails to do so; or

(h) Either party files for bankruptcy protection, makes an assignment for the benefit of creditors, has a receiver appointed as to its assets, or generally becomes insolvent.

Upon termination of this MOU for any of the reasons cited above, neither party shall have any ongoing obligation to the other with respect to this MOU nor the Project. In addition, the provisions of this MOU with respect to the Project will be terminated when the General Partner is admitted to the Partnership and the McKinney HFC and the Developer and their affiliates, as applicable, enter into definitive agreements with respect to the governance of the Partnership and the development, construction, financing, and operation of the Project as contemplated herein.

11. The parties acknowledge that the Partnership, the General Partner, the McKinney HFC and its affiliates will be represented in this transaction by Chapman and Cutler LLP (“*Partnership Counsel*”) and the Developer, the Special LP and their affiliates will be represented by Nelson, Mullins, Broad and Cassel. All costs of Partnership Counsel and Nelson, Mullins, Broad and Cassel will be considered Costs hereunder and paid as provided herein.

EXECUTED to be effective as of the date above shown.

McKINNEY HOUSING FINANCE CORPORATION

By _____
Name: _____
Title: _____

NRP HOLDINGS LLC

By _____
Name: _____
Title: _____

EXHIBIT A

**MCKINNEY HOUSING FINANCE CORPORATION
CHECKLIST OF DUE DILIGENCE
FOR TAX CREDIT TRANSACTIONS**

| PROPERTY ITEMS | | | |
|--------------------------|---|-----------------|--------------|
| RECEIVED | ITEM | DEADLINE | NOTES |
| | Project Description, including number of units, unit sizes, and amenities | | |
| | Site Location information, with map | | |
| | Proposed Rent Schedule, with tenant income restrictions | | |
| | Site Plan | | |
| | Market Study | | |
| | Appraisal | | |
| | Phase I Environmental | | |
| | Soils Report | | |
| | Evidence of site control | | |
| | Evidence of zoning | | |
| | Title commitment with all exceptions | | |
| | Survey | | |
| | Physical needs analysis (for rehabilitation projects) | | |
| DEVELOPMENT ITEMS | | | |
| RECEIVED | ITEM | DEADLINE | NOTES |
| | Detailed Development Budget | | |
| | Sources and Uses | | |
| | Statement of Developer's experience, including evidence of net worth | | |
| | Resume of Master Subcontractor, with evidence of experience | | |
| | Plans and Specifications | | |
| | Resume of Architect, with evidence of experience | | |

| FINANCING ITEMS | | | |
|-----------------------------|--|----------|-------|
| RECEIVED | ITEM | DEADLINE | NOTES |
| | 15-year Pro Forma | | |
| | Debt financing commitment | | |
| | Equity financing commitment | | |
| | Description of all other sources of financing | | |
| | Application for debt financing | | |
| | Application for Tax Credits | | |
| OPERATIONAL ITEMS | | | |
| RECEIVED | ITEM | DEADLINE | NOTES |
| | Resume of property management company, with evidence of experience | | |
| | Description of social services to be provided and information regarding social services provider | | |
| | Proposed Rent Schedule, with tenant income restrictions | | |
| | Current rent roll (if applicable) | | |
| ORGANIZATIONAL ITEMS | | | |
| RECEIVED | ITEM | DEADLINE | NOTES |
| | Organizational documents for limited partnership | | |