

This Termination and Release of Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants was recorded originally on May 3, 2011, under Document No. 20110503000456110 in Collin County, Texas, and this Corrected Termination and Release of Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants is being re-recorded solely in order to clarify and confirm the description of the Regulatory Agreement being terminated.

**CORRECTED TERMINATION AND RELEASE OF
AMENDED AND RESTATED REGULATORY AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

This Corrected Termination and Release of Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants (this “**Termination**”), dated March 4, 2011, is executed by H-G PARK ON THE CREEK, LLC, a Delaware limited liability company (the “**Owner**”) and MCKINNEY HOUSING FINANCE CORPORATION, a nonprofit Texas corporation (the “**Issuer**”).

Recitals:

A. Those certain McKinney Housing Finance Corporation Multifamily Housing Revenue Refunding Bonds (Park on the Creek Apartments Project) Series 1997A in the aggregate principal amount of \$11,000,000 and McKinney Housing Finance Corporation Taxable Multifamily Housing Revenue Refunding Bonds (Park on the Creek Apartments Project) Series 1997B in the aggregate principal amount of \$325,000 (collectively, the “**Bonds**”) were issued under that certain Trust Indenture dated as of October 1, 1997 (the “**Indenture**”), between the Issuer and U.S. Bank National Association as the ultimate successor trustee (the “**Trustee**”) ~~to Bank One, Texas, N.A. as the original trustee~~ under the Indenture.

B. Pursuant to the issuance of the Bonds, the Issuer, the Trustee, and McKinney Apartments Limited made and entered into that certain Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants, dated as of October 1, 1997, filed for record in Collin County Texas, at book 4060, page 0516 et seq. (the “**Amended and Restated Regulatory Agreement**”) and relating to the real property in McKinney, Collin County, Texas, more particularly described on Exhibit A (the “**Property**”).

C. The Amended and Restated Regulatory Agreement amended, restated and replaced in its entirety that certain Regulatory Agreement and Declaration of Restrictive Covenants filed for record in Collin County, Texas, at book 3904, Page 1952 et seq relating to the Property (the “**Replaced Regulatory Agreement**”).

D. The Amended and Restated Regulatory Agreement was subsequently modified, ~~including without limitation~~ by that certain Assignment and Assumption Agreement, dated as of March 11, 2004 by and among parties including the Issuer, the Trustee, and the Prior Owner (defined below), and filed for record in Collin County Texas, at book 5625, page 01541 et seq. (the “**Assignment and Assumption Agreement**”).

E. ~~The Replaced Regulatory Agreement and the Amended and Restated Regulatory Agreement, as further modified, amended or supplemented at any time, including without limitation by the foregoing Assignment and Assumption Agreement, shall be referenced herein collectively as the “Regulatory Agreement”.~~

~~F. Capitalized terms not otherwise defined herein shall have the meaning given in the Regulatory Agreement.~~
G. By Deed in Lieu of Foreclosure filed for record in Collin County Texas, at instrument 20110228000214270 (the “**Deed in Lieu**”), the Owner acquired title to the Property.

~~H. All of the Bonds have been cancelled.~~

~~F.~~ Because the Owner ~~has~~ obtained title to the Property by deed in lieu of foreclosure and all of the Bonds ~~have been~~were cancelled, Owner and Issuer ~~are entitled under the~~duly recorded a Termination and Release of Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants on May 3, 2011, under Document No. 20110503000456110 in Collin County, Texas (the “Initial Release”) that expressly terminated the Amended and Restated Regulatory Agreement, as amended by the Assignment and Assumption Agreement.

G. The Owner and Issuer believe that the Initial Termination served to terminate not only the Amended and Restated Regulatory Agreement, as amended by the Assignment and Assumption Agreement, but also terminated the Replaced Regulatory Agreement by virtue of the fact that the Replaced Regulatory Agreement was amended and replaced in its entirety by the Amended and Restated Regulatory Agreement, but a title company insuring title to the Property has requested a clarification of the Initial Release that provides explicitly for termination of the Replaced Regulatory Agreement.

H. The Replaced Regulatory Agreement and the Amended and Restated Regulatory Agreement, as further modified, amended or supplemented at any time, including without limitation ~~Section 11 thereof, to execute and record this Termination,~~by the foregoing Assignment and Assumption Agreement, shall be referenced herein collectively as the “Regulatory Agreement”.

I. Capitalized terms not otherwise defined herein shall have the meaning given in the Regulatory Agreement.

Termination and Release

1. Based on the foregoing recitals, which Owner hereby represents and warrants to Issuer are true and correct and which are incorporated by reference as if set forth fully herein, Issuer and Owner hereby agree that the Regulatory Agreement is terminated and released in its entirety and all parties thereto are released from all restrictions set forth therein.

2. Notwithstanding the execution and recordation of this Termination, pursuant to the terms of the Regulatory Agreement, its requirements shall be reinstated if at any time during the remainder of the Qualified Project Period, Collin Affordable Housing, LLC, a Texas limited liability company, the owner of the Property immediately prior to the Deed in Lieu (the “**Prior Owner**”), or any related person to the Prior Owner (within the meaning of Section 1.103-10(e) of the Regulations) obtains an ownership interest in the Property for tax purposes. In the event of any conflict, this paragraph 2 shall be entirely governed by the terms of the Regulatory Agreement.

3. This Termination is binding on the Issuer and the Owner, and inures to the benefit of Issuer, Trustee, Owner and all subsequent owners, lessees and occupants of the Property and their respective successors and assigns.

4. The Owner shall cause this Termination to be promptly recorded in Collin County, Texas.

[Signatures on following pages.]

Issuer:

McKINNEY HOUSING FINANCE CORPORATION,
Texas nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) **ss:**
COUNTY OF _____)

On the ___ day of _____ in the year ~~2011~~,[2012](#), before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Owner:

H-G PARK ON THE CREEK, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) **ss:**
COUNTY OF _____)

On the ___ day of _____ in the year ~~2011~~,2012, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

BEING a 12.3531 acre tract of land situated in the Samuel McFall Survey, Abstract Number 641, in the City of McKinney, Collin County, Texas and being all of LOT 1, BLOCK A of PARK ON THE CREEK, a replat of Northwood Park Addition No. 4 according to the plat recorded in Collin County Clerk's File No. 97-0034093 of the Plat Records of Collin County, Texas (PRCCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set at the for the northeast corner of said Lot 1 and being located in the southerly right-of-way line of White Avenue (a 100 feet wide right-of-way) and being located in the east bank of Jean's Creek;

THENCE along the easterly line of said Lot 1 with the east bank of said Jean's Creek as follows:

SOUTH 07°19'00" WEST a distance of 371.91 feet to a 5/8 inch iron rod set for corner;

NORTH 87°16'15" EAST a distance of 130.37 feet to a 1/2 inch iron rod found for corner;

SOUTH 03°13'45" EAST a distance of 120.00 feet to a 1/2 inch iron rod found for corner;

SOUTH 25°01'15" WEST a distance of 160.00 feet to a 1/2 inch iron rod found for corner;

SOUTH 20°28'45" EAST a distance of 383.00 feet to a 1/2 inch iron rod found for corner;

SOUTH 28°58'45" EAST a distance of 226.30 feet to a 5/8 inch iron rod set for corner the southeast corner of said Lot 1 and being the northeast corner of Lot 2, Block A of said Park on the Creek addition;

THENCE NORTH 86°47'00" WEST a distance of 712.61 feet to a 5/8 inch iron rod set for the southwest corner of said Lot 1 and being the northwest corner of said Lot 2;

THENCE NORTH 03°13'00" EAST a distance of 1,029.80 feet to a 1/2 inch iron rod found for the northwest corner of said Lot 1 and being located in the southerly right-of-way line of said White Avenue;

THENCE along the southerly right-of-way line of said White Avenue NORTH 73°21'04" EAST a distance of 405.11 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 12.3531 acres or 538,103 square feet of land, more or less.

Document comparison done by Workshare DeltaView on Friday, October 12, 2012 4:05:00 PM

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