

Project Grant Application

Step 1

Important Information

- **Form Function Note:** In order to go back from a page in the form to a previous page, all required fields on the page must be populated.
- Please read the McKinney Community Development Corporation [Grant Guidelines](#) before completing this application.
- The Grant Guidelines are available on this website. They can also be obtained by calling 972-547-7653 or [emailing Cindy Schneible](#).
- **Please call to discuss your plans for submitting an application in advance of completing this form.**
- A completed application and all supporting documents are required to be submitted via email or on a thumb drive for consideration by the MCDC board. Please submit the application to:

McKinney Community Development Corporation
7300 SH 121, SB, Suite 200
McKinney, TX 75070

- If you are interested in a preliminary Board of Directors review of your project proposal or idea, please complete and submit the [Letter of Inquiry](#) form which is available on this website, by calling 972-547-7653 or by [emailing Cindy Schneible](#).
- **Applications must be completed in full, using this form electronically (or physically with the requested thumb drive by mail), and received by MCDC by 5 p.m. on the application deadline indicated on the [Grants page](#) of this website.**

Eligible Projects

Project Grants support projects eligible for consideration under Sections 501 and 505 of the Texas Local Government Code. These include the following:

- *Projects Related to the creation or retention of primary jobs.*
 - *Infrastructure improvement projects necessary to develop new or expanded business enterprises.*
 - *Public parks and open space improvements.*
 - *Projects related to recreational or community (city / public access) facilities.*
 - *Professional and amateur sports and athletic facilities, including children's sports.*
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- *Entertainment, tourist and convention facilities*
- *Projects related to low income housing.*
- *Mass transit-related facilities.*
- *Airport facilities.*

Organization Information

Name	The Cotton Mill
Federal Tax ID Number	20-1305664
Incorporation Date	6/23/2004
Mailing Address	610 Elm St. Suite 520
City	McKinney
State	TX
Zip Code	75069
Phone Number	2145009762
Fax Number	2145009762
Email Address	chandler@mckinneycottonmill.com
Website	www.mckinneycottonmill.com
Organization Type	For profit corporation
Professional Affiliations and Organizations to Which Your Organization Belongs	<i>Field not completed.</i>

Representative & Contact Information

Representative Completing Application:

Name	Chandler Casey
Title	Manager
Mailing Address	610 Elm St. Suite 520
City	McKinney

State	TX
Zip Code	75069
Phone Number	2145009762
Fax Number	<i>Field not completed.</i>
Email Address	chandler@mckinneycottonmill.com

(Section Break)

Contact for Communications Between MDCDC and Organization:

Name	Chandler Casey
Title	Manager
Mailing Address	610 Elm St. Suite 520
City	McKinney
State	TX
Zip Code	75069
Phone Number	2145009762
Fax Number	<i>Field not completed.</i>
Email Address	chandler@mckinneycottonmill.com

Project Information

Funding - Total Amount Requested	135580
Are matching funds available?	No
Will funding be requested from any other City of McKinney entity (e.g. McKinney Convention and Visitors Bureau, Arts Commission, City of	No

McKinney Community
Support Grant)?

Project Start and Completion Dates	9/1/2023 - 12/31/2023
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Board of Directors	<i>Field not completed.</i>
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Leadership Staff	McCall Casey Chandler Casey
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Board of Directors Attachment	<i>Field not completed.</i>
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Leadership Staff Attachment	<i>Field not completed.</i>
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Narrative

Using the outline below, provide a written narrative no longer than seven pages in length:

1: Applying Organization

- *Describe the mission, strategic goals and objectives, scope of services, day-to-day operations and number of paid staff and volunteers.*
- *Disclose and summarize any significant, planned organizational changes and describe their potential impact on the Project for which funds are requested.*

2: Project

- *Outline details of the Project for which funds are requested. Include information regarding scope, goals, objectives and target audience.*
- *Describe how the proposed Project fulfills strategic goals and objectives for your organization and benefits the McKinney community.*
- *Please also include planned support activities, time frame / schedule and estimated use and admission fees if applicable.*
- *Include the location for the proposed Project.*
- *Provide a timeline for the Project - from design to completion.*
- *Will the Project be competitively bid?*
- *Are there plans for growth / expansion in future years?*

What kind of project is proposed?	Expansion / improvement
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Has a feasibility study or market analysis been completed for this proposed project?

Goal Alignment

Provide specific information to illustrate how this Project aligns with one or more of the goals and strategies adopted by McKinney City Council and McKinney Community Development.

- *Eligible for MCDC consideration under Sections 501 to 505 of the Texas Local Government Code (refer to MCDC Grant Guidelines and/or page 1 of this application).*
 - *Support cultural, sports, fitness, entertainment, community projects and events that attract resident and visitor participation and contribute to quality of life, business development and growth of McKinney sales tax revenue.*
 - *Highlight and promote McKinney as a unique destination for residents and visitors alike.*
 - *Meet citizen needs for quality of life improvements, business development and sustainable economic growth for residents in the City of McKinney.*
 - *Demonstrate informed financial planning – addressing long-term costs, budget consequences and sustainability of projects for which funding is requested.*
-

Which goal(s) listed above will be supported by the Project?

Support cultural, sports, fitness, entertainment, community projects and events that attract resident and visitor participation and contribute to quality of life, business development and growth of McKinney sales tax revenue. Highlight and promote McKinney as a unique destination for residents and visitors alike.

Has a request for funding for this Project been submitted to MCDC in the past?

No

3: Financial

- *Provide an overview of the organization's financial status including the impact of this grant request on organization mission, goals and business model.*
 - *Please attach your organization's budget for the current year and audited financial statements for the preceding two years. If audited financials are not available, please indicate why.*
-

Budget	Bid The Cotton Mill Purchase agreement[17235].pdf
Financial Statements	<i>Field not completed.</i>
If audited financials are not available, please indicate why.	Added on costs from conversation with Joe Mello to different variations of original bid.
Overview of Project Financial Goal	
What is the total cost for this Project?	135580
Budget	Bid The Cotton Mill Purchase agreement[17235]_1.pdf
What percentage of Project funding will be provided by the applicant?	0
Are matching funds available?	No
Other Funding Sources	<i>Field not completed.</i>

4: Marketing and Outreach

- *Describe marketing plans and outreach strategies for your organization and for the Project for which you are requesting funding - and how they are designed to help you achieve current and future goals.*

5: Metrics to Evaluate Success

- *Outline the metrics that will be used to evaluate success of the Project. If funding is awarded, a final report will be required summarizing success in achieving objectives outlined for the event.*

Attach Narrative	Project Grant Narrative.docx
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Acknowledgements

If funding is approved by the MCDC board of directors, applicant will assure:

- *The Project for which financial assistance is sought will be administered by or under the supervision of the applying organization.*
- *All funds awarded will be used exclusively for the purpose described in this application.*
- *Applicant owns the land, building or facility where the proposed project will be located. If the Applicant does not own the land, written acknowledgement / approval from the property owner must be included with the application. The letter must document that the property owner is aware of the proposed use of the property or facility, and that the property owner has reviewed the project plan and application, approves and supports the efforts of the applicant.*
- *MCDC will be recognized in all marketing, advertising, outreach and public relations as a funder of the Project. Specifics to be agreed upon by applicant and MCDC and included in an executed performance agreement.*
- *The organization's officials who have signed the application are authorized by the organization to submit the application.*
- *Applicant will comply with the MCDC Grant Guidelines in executing the Project for which funds were awarded.*
- *A final report detailing the success of the Project, as measured against identified metrics, will be provided to MCDC no later than 30 days following the completion of the Project.*
- *Grant funding is provided on a reimbursement basis subsequent to submission of a reimbursement request, with copies of invoices and paid receipts for qualified expenses. Up to 20% of the grant awarded may be withheld **until the final report on completion of the Project is provided to MCDC.***

(Section Break)

Applicant Electronic Signature	Selecting this option indicates your agreement with the above statement.
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Chief Executive Officer	Chandler Casey
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Date	6/30/2023
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Representative Completing Application	McCall Casey
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Date	6/30/2023
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Notes

- *Incomplete applications or those received after the deadline will not be considered.*
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- *A final report must be provided to MCDC within 30 days of the completion of the Project.*
 - *Final payment of funding awarded will be made upon receipt of final report.*
 - *Please use the [Final Report](#) to report your results. A [PDF version](#) is also available.*
-

Project Grant Narrative

Good Afternoon,

The McKinney Cotton Mill is asking for help with funding to go towards signage on the vertical smokestack on the property.

1) Applying Organization

- The Cotton Mill is operated by 3 staff members McCall, Chandler, & Terry Casey, whose mission is to bring the historic McKinney Cotton Mill back to life with a wide range of uses that support local art & business communities alike.
- The organization will stay in the Casey Family for the long foreseeable future.

2) Project

- The goal of our project is to attach colored lettering to the smokestack of the building to bring notoriety to not only The Cotton Mill, but to the City of McKinney as well. With the future developments we have planned we hope this sign will be a beacon to the patrons that travel to The Cotton Mill and The Cities Gateway.
- This Project will benefit the City of McKinney because it allows for a more tangible indication of the development and progress that is going on in the East side and the gateway of the city.
- The Project should take roughly 3-4 months to complete beginning in September
- We do have plans for growth by expanding the name brand and the city of McKinney onto the water tower, but it is subject to bids and overall development timelines.

3) Financial Status

- We primarily operate through cash flows so doing large scale projects, such as this, makes it hard to do all at one time. This grant will tremendously help The Cotton Mill expedite it's overall vision to be an accompanying feature/destination for the City of McKinney.

4) Marketing & Outreach

- The Project itself is a marketing and outreach plan.

5) Metrics

- We will be able to measure the success of the project via social media posts and increased activity in & around The Cotton Mill.



990 Haltom Rd. Suite 110 Fort Worth, TX 76117

Office 682-312-5338 Fax 682-312-8495

www.mello-signs.com

Purchase Agreement

This Purchase Agreement made and entered into this 19th day of May between Mello Signs (Seller) and (Purchaser)

The Cotton Mill | McKinney, TX

Job Name: <u>The Cotton Mill Arts & Design District</u>	Address: <u>McKinney</u>	Amount
JOB SCOPE: <u>The Cotton Mill</u>	City/State: <u>Texas</u>	
	Contact: <u>McCall Casey</u>	
	Email: McCall@mckinneycottonmill.com	
<u>Preliminary Art</u>		
Fabricate and Install "The Cotton Mill" Channel letters per artwork		\$55,540.00
Add RGB Lights/ Controller		\$6,000.00
Engineering		\$1,500.00
Survey		\$500.00
Permit Acquisition \$500 plus the cost of permits		\$ 500.00
 To match front side on east side		\$64,040.00
To add McKinney, TX wrap at top		\$7,500.00
 Potential Total \$135,580		
	SUBTOTAL	\$64,040.00
	TAX	tax if applicable
	CONTRACT TOTAL	\$ 64,040.00
	DEPOSIT	\$32,020.00
	DUE AND PAYABLE IMMEDIATELY UPON COMPLETION	\$32,020.00
NOTE: Primary Electrical Circuit to the Sign Location is The Purchasers Responsibility		

ACCEPTED

Seller: Mello Marketing LLC
DBA Mello Signs
990 Haltom Rd
Fort Worth, TX 76117

BY: ☒

Title: Owner / President

Date: _____

ACCEPTED

Purchaser: _____

BY: ☒

Title: _____

Date: _____

*** This Purchase Agreement is subject to the Terms and Conditions attached ***

Terms and Conditions

Seller agrees to sell, and Purchaser agrees to buy, subject to the terms and conditions in this agreement, an advertising display hereinafter called the Display. The display shall be deemed personal property at all times and shall not by any reason of attachment or connections to any realty be deemed a fixture or an appurtenance to such realty.

The Displays identified and covered in this agreement include a 1-year warranty* including parts and labor for any faulty fabrication or installation in addition to and excluding damages by accident, vandals, and acts of God. Manufacturer warranties on Electrical components can vary from 1-5-year warranty based on Manufacturer.

The Title to the Display remains to Seller until full payment is received from Purchaser. Should Purchaser fail to pay full amount due to Seller after completion of Install, Seller has the rights to retake said display as seller feels necessary to bring suit for balance due to Seller under this agreement. Purchaser agrees to pay a rate of 20% per annum on any amounts past due and owing after default, plus attorney fees incurred in the collection process of all past due accounts.

Fabrication and Installation of Display are subject to delay by fire, strike, unforeseen delay, government regulations, government restrictions, acts of God, and any accidental forces beyond the Sellers control.

Displays requiring Engineering stamp will be designed for maximum, 30 pounds per square foot wind load with normal soil conditions unless otherwise specified. Purchaser may be required to furnish municipal engineering criteria for certification.

Permits and fees required by any government agencies with jurisdiction over the installation of the Display or obtaining any landlord approval for installation of the Display, is to be the responsibility of the Purchaser. Seller will help Purchaser to the best of their ability in obtaining any permits or approvals for Installation.

Installation prices in agreement are subject to change where excess rock, concrete, roots, or any other unforeseeable foundation conditions occur.

Any necessary wiring, and primary electrical hook up from electrical source to the location of the Display to be the responsibility of the Purchaser.

No cancellations will be accepted after material has been ordered or fabrication has started.

Purchaser agrees to allow the Seller to use the use of the Display in any and all advertising and marketing including but not limited to website, flyers, brochures, business cards, plus any and all ads.

It is further agreed that this contract is not subject to countermand and will not become binding on Seller until approved by the executive officer of the Seller.

Initial _____ 3.5% Late fee added to total amount owed on all invoices paid after term

Initial _____ 20% Cancellation fee for signed purchase agreement/ purchase orders

*1-year warranty is on new/fabricated signs by Mello Signs. (Excludes lamps and Bulbs)

X _____

Purchasers Signature

Date: _____



UL E479782 TDLR 18785

990 HALTOM RD. FORT WORTH, TX 76117
682-312-5338 — www.mello-signs.com

FINAL APPROVAL

CLIENT SIGNATURE _____

PRINTED NAME _____

DATE: _____ SALESMAN: _____ JOB #: PRELIMINARY ART

- ☐ CONCEPT ART
- ☐ PERMIT / ENGINEERING ART (IF APPLICABLE)
- ☐ PRODUCTION READY ART

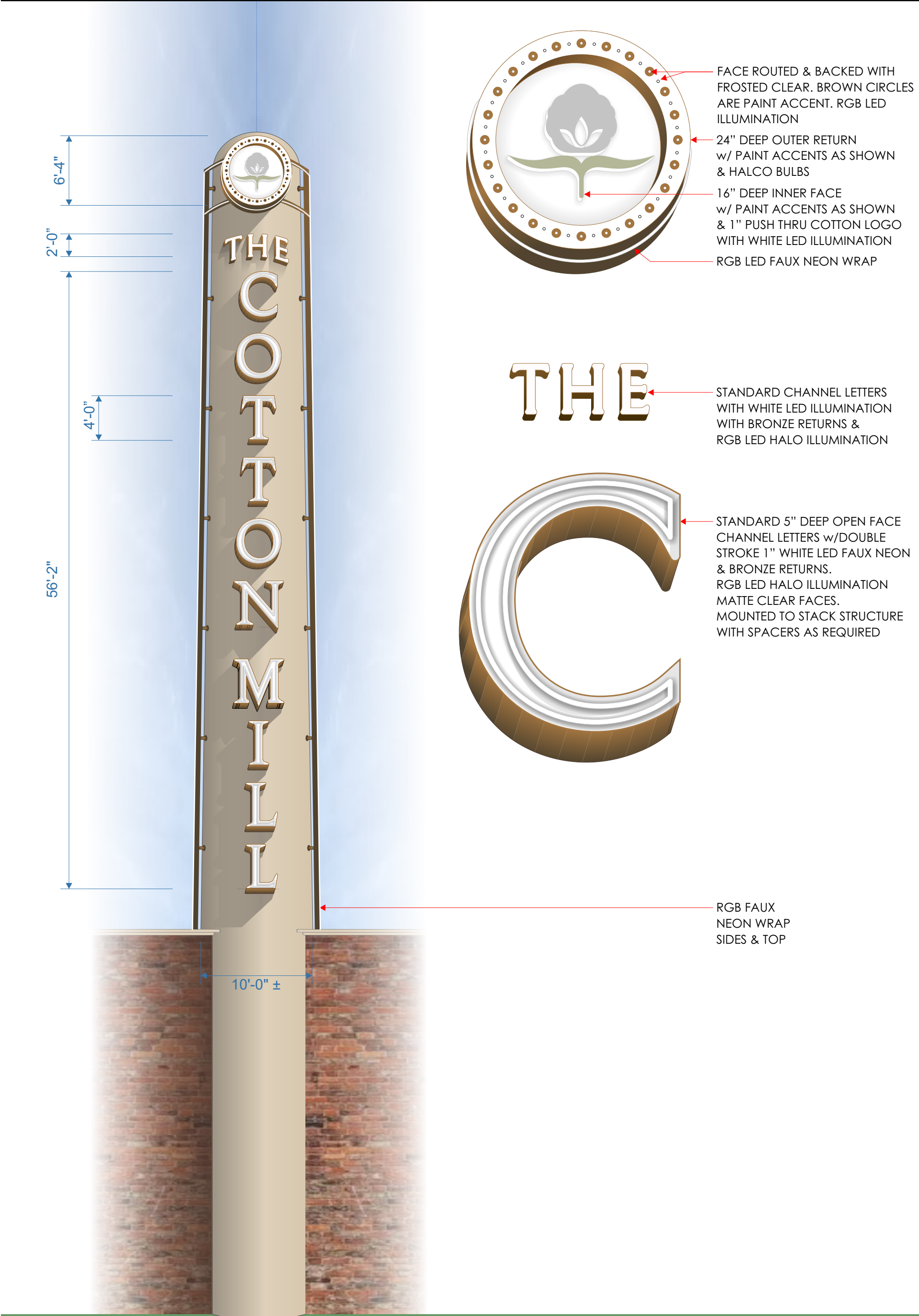


NIGHT VIEW:



EXISTING SITE:





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Purchasers Signature

Date: _____



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682-312-5338 — www.mello-signs.com

FINAL APPROVAL

CLIENT SIGNATURE _____

PRINTED NAME _____

DATE: _____ SALESMAN: _____ JOB #: PRELIMINARY ART

- ☐ CONCEPT ART
- ☐ PERMIT / ENGINEERING ART (IF APPLICABLE)
- ☐ PRODUCTION READY ART

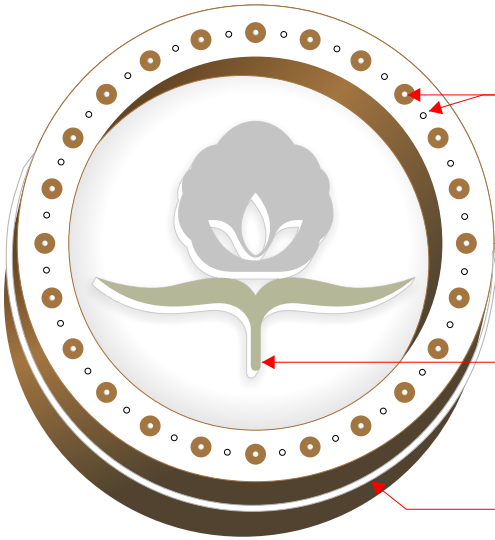
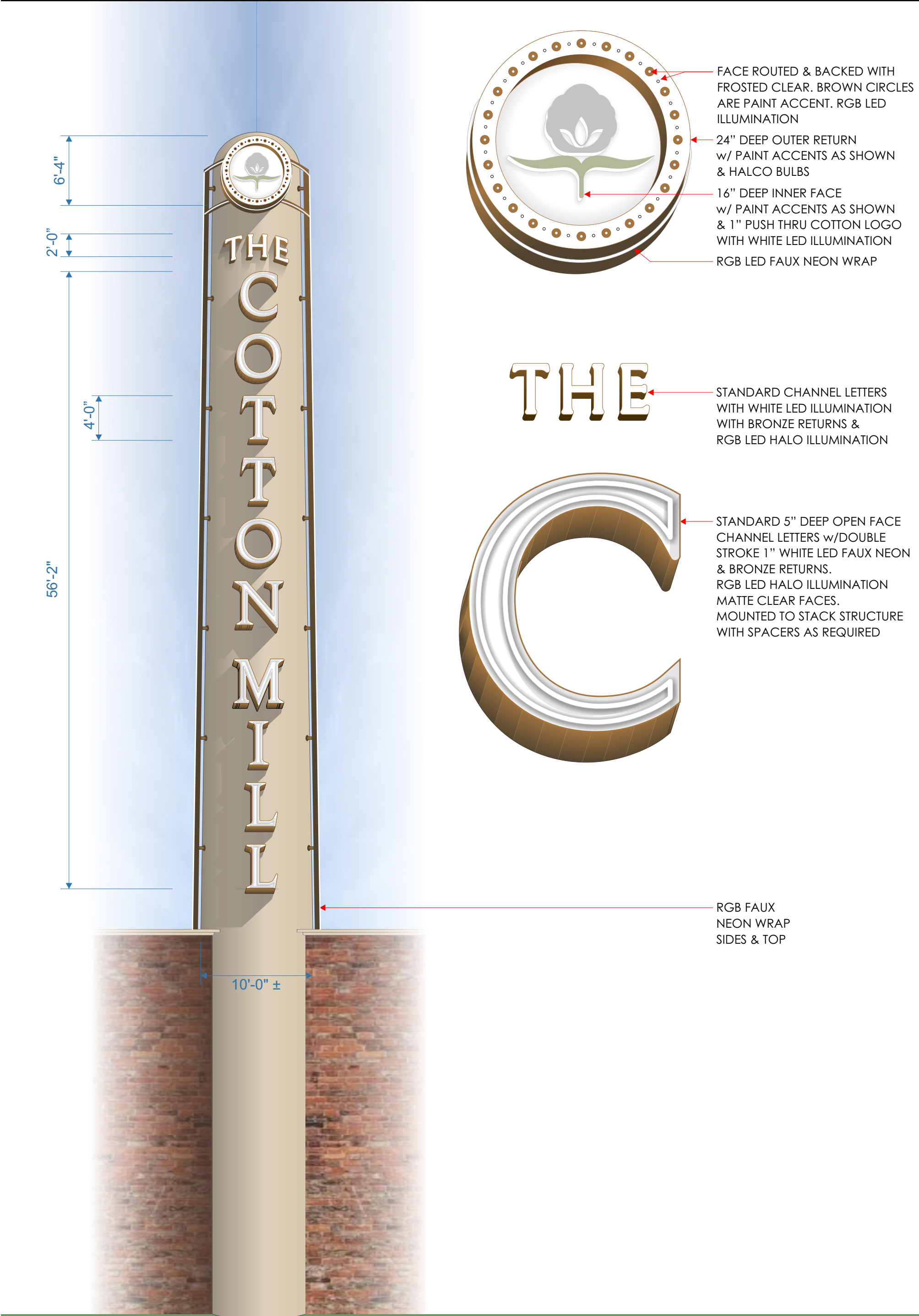


NIGHT VIEW:



EXISTING SITE:

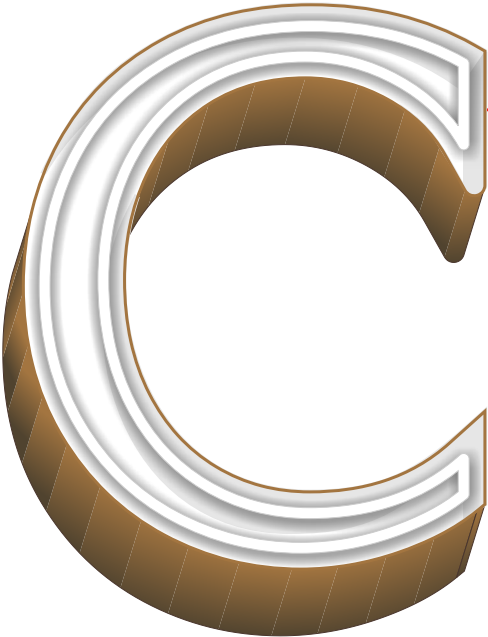




- FACE ROUTED & BACKED WITH FROSTED CLEAR. BROWN CIRCLES ARE PAINT ACCENT. RGB LED ILLUMINATION
- 24" DEEP OUTER RETURN w/ PAINT ACCENTS AS SHOWN & HALCO BULBS
- 16" DEEP INNER FACE w/ PAINT ACCENTS AS SHOWN & 1" PUSH THRU COTTON LOGO WITH WHITE LED ILLUMINATION
- RGB LED FAUX NEON WRAP

THE

- STANDARD CHANNEL LETTERS WITH WHITE LED ILLUMINATION WITH BRONZE RETURNS & RGB LED HALO ILLUMINATION



- STANDARD 5" DEEP OPEN FACE CHANNEL LETTERS w/DOUBLE STROKE 1" WHITE LED FAUX NEON & BRONZE RETURNS. RGB LED HALO ILLUMINATION MATTE CLEAR FACES. MOUNTED TO STACK STRUCTURE WITH SPACERS AS REQUIRED

- RGB FAUX NEON WRAP SIDES & TOP

Cost estimate for the water tower renovation.

Exterior pressure wash, full prime and two coats of Tnemec Coatings. At this point assuming 2/3 colors.

Painting: \$98,000.00

There are a few safety items I would recommend. (these are not required of you, but solid suggestions for safety reasons by TCEQ standards), wouldn't be doing my job if I didn't recommend these items.

- **Safety climb** (if anyone does need to ever climb the tank for any reason, recommending this as a person who does climb these tanks)
- **Ladder repair** (bottom half of ladder has been removed, makes it difficult to ever climb the tank if needed)
- **Ladder gate with lock** (this will prevent anyone from being able to climb the tank without your permission)

Safety Items installed: \$11,800.00

Jason Deckard
Field Sales Representative
(817) 470-0473
Jason@viptanks.com



Water Tower Maintenance Specialists, Bedford Texas.



www.viptanks.com

Cotton Mill Partners Ltd.

Balance Sheet

As of July 1, 2023

	Jul 1, 23
ASSETS	
Current Assets	
Checking/Savings	
Cash Adjustment	9,795.00
ERC Account	-0.04
First United Operating	2,184,812.17
First United Tax Reserve	579.20
Total Checking/Savings	2,195,186.33
Total Current Assets	2,195,186.33
Fixed Assets	
Land - 754	3,048.82
Building - 754	17,276.64
Bldg Improvements	
Rail Cars	9,623.38
Parking Lot Expansion	385,099.94
480 Electric Service	93,362.42
Suite 910 Shell	78,692.22
Roof Replacement	388,768.39
Bldg Improvements - Other	764,248.51
Total Bldg Improvements	1,719,794.86
Building	719,826.00
Furniture & Fixtures	148,305.61
Land	1,818,967.00
Land - Amscott	238,335.94
Landscaping Improvements	
South Garden	12,874.37
Landscaping Improvements - Other	127,024.09
Total Landscaping Improvements	139,898.46
Machinery & Equipment	79,179.11
Tenant Finishout	
Suite 300	170,104.57
Dye Room	12,040.73
Suite 1000 Benson Cobb	28,539.33
Suite 400 - Imagine Xhibits	155,138.53
Suite 500 - EDC Temp	5,157.64
Suite 500 - Grand Hallway	299,964.83
Suite 710-Boss Fight	48,357.82
Tenant Finishout - Other	493,767.99
Total Tenant Finishout	1,213,071.44
zAccum Depreciation	-2,164,270.00
Total Fixed Assets	3,933,433.88
Other Assets	
Prepaid Commissions	4,800.00
CIP - Two Story	179,181.68
Intangible Assets	
Construction Management	28,557.22
Lease Commissions	194,006.16
Loan Costs	201,592.00
Organization Costs	2,500.00
zAccum Amortization	-116,038.00
Total Intangible Assets	310,617.38
Total Other Assets	494,599.06
TOTAL ASSETS	6,623,219.27
LIABILITIES & EQUITY	
Liabilities	

Cotton Mill Partners Ltd.

Balance Sheet

As of July 1, 2023

	Jul 1, 23
Current Liabilities	
Credit Cards	
Capital One CC	-9,350.14
Total Credit Cards	-9,350.14
Other Current Liabilities	
Distr Pay Casey Adv	5,691.20
P/R Liab Adjust	-1,863.43
Payroll Liabilities	
Federal Withholding	3,439.00
FICA Company	1,723.72
FICA Employee	1,723.72
FUTA	140.00
Medicare Company	403.13
Medicare Employee	403.13
Payroll Liabilities - Other	-172.99
Total Payroll Liabilities	7,659.71
Security Deposits	84,468.77
Total Other Current Liabilities	95,956.25
Total Current Liabilities	86,606.11
Long Term Liabilities	
NP FNB Ballinger	
LOC	1,001,010.88
Tract 1 2 3	1,295,334.00
Tract 4	2,000,135.00
Tract 5	1,004,531.00
Total NP FNB Ballinger	5,301,010.88
Casey LOC Separate Prop	325,000.00
Total Long Term Liabilities	5,626,010.88
Total Liabilities	5,712,616.99
Equity	
Partner Three - C Advisory	
Draws	-4,667.97
Partner Three - C Advisory - Other	13,894.53
Total Partner Three - C Advisory	9,226.56
Partner One Equity	
Partner One Draws	-1,010,228.81
Partner One Investments	768,429.12
Distributions for B4 Loan	-1,236,179.48
Partner One Equity - Other	2,181,891.12
Total Partner One Equity	703,911.95
Partner Two Equity	
754 Adjust	20,325.46
Partner Two Draws	-937,059.72
Partner Two Investments	738,429.12
Partner Two Equity - Other	-244.79
Total Partner Two Equity	-178,549.93
Retained Earnings	-3,200,851.46
Net Income	3,576,865.16
Total Equity	910,602.28
TOTAL LIABILITIES & EQUITY	6,623,219.27

11:03 AM

07/06/23

Cash Basis

Cotton Mill Partners Ltd.

Profit & Loss

January 1 through July 1, 2023

	Jan 1 - Jul 1, 23
Ordinary Income/Expense	
Income	
Credit Card Fee	102.75
Property Sale	3,750,524.95
Catering Fee	11,376.21
Refund	17,526.34
Rental	
Event Hall	
Credit Card Fee	184.00
Event Hall - Other	169,250.35
Total Event Hall	169,434.35
Lease Agmt	601,907.99
Photo Shoot	3,070.00
Total Rental	774,412.34
Total Income	4,553,942.59
Cost of Goods Sold	
Deposit Reimbursement	17,000.00
Total COGS	17,000.00
Gross Profit	4,536,942.59
Expense	
Cash Withdraw	2,000.00
Computer Software	1,927.08
Finance Charge	59.41
Late Fee	4.99
Advertising	
Wedding Wire	5,713.16
Google Ads	2,246.13
Chamber	1,662.50
Signage	696.59
Advertising - Other	3,750.00
Total Advertising	14,068.38
Automobile Expense	1,665.06
Bank Service Charges	
Account Analysis	305.79
Wire Transfer Fee	55.46
Bank Service Charges - Other	3.00
Total Bank Service Charges	364.25
Charitable Donation	1,000.00
City Permit	1,090.00
Credit Card	
Credit Card Fee	234.68
Total Credit Card	234.68
Filing Fees	22.00
Food	2,084.26
Furniture/Fixtures	
Lighting	-13,881.98
Total Furniture/Fixtures	-13,881.98
Insurance	
Auto	4,273.00
Liability Insurance	82,397.14
Medical Insurance	5,043.22
Tractor	250.00

Cotton Mill Partners Ltd.

Profit & Loss

January 1 through July 1, 2023

	Jan 1 - Jul 1, 23
Total Insurance	91,963.36
Internet Service Provider	1,454.34
Janitorial Services	1,796.91
Lease Commission	4,560.00
Materials	
Diesel	33.50
Paint Supplies	1,273.47
Materials - Other	199,409.76
Total Materials	200,716.73
Payroll Expenses	93,910.82
Postage and Delivery	50.40
Professional Fees	
Legal Fees	1,841.90
Total Professional Fees	1,841.90
Reimbursement	128.75
Security Guards	3,755.94
Subcontractor	
Landscape	4,113.50
Security Guards	9,335.36
Subcontractor - Other	329,041.75
Total Subcontractor	342,490.61
Subscription	385.87
Supplies	
Janitorial	6,339.11
Home Depot Materials	16.67
Office	2,677.54
Supplies - Other	126.61
Total Supplies	9,159.93
Taxes	
State	4,000.00
Total Taxes	4,000.00
Telephone	
Casey Cell	1,576.20
Cell	70.00
Total Telephone	1,646.20
Toll Booth	640.00
Utilities	
Gas and Electric	
Suite 1340	363.48
Suite 1400	601.36
Suite 1450	5,585.36
Suite 1330	1,513.51
Suite 1300	1,086.90
Suite 300	2,214.22
Suite 1100	5,690.00
Suite 700	1,279.52
Suite 1001	6,604.00
705 Anderson (Barn)	60.10
707 Anderson	723.63
Suite 100	3,447.65
Suite 200 (Event Hall)	6,008.11
Suite 400	4,140.55
Suite 500	60.10
Suite 710	1,785.70
Suite 800	3,777.08
Suite 900	1,597.31

Cotton Mill Partners Ltd.

Profit & Loss

January 1 through July 1, 2023

	Jan 1 - Jul 1, 23
Suite 930	416.05
Total Gas and Electric	46,954.63
Water	
610 Elm St.	8,156.70
721 Anderson	9,101.40
Dumpsters	
610 Elm	1,541.46
721 Anderson	3,152.66
Total Dumpsters	4,694.12
Total Water	21,952.22
Total Utilities	68,906.85
Total Expense	838,046.74
Net Ordinary Income	3,698,895.85
Other Income/Expense	
Other Income	
Other Income	0.01
Total Other Income	0.01
Other Expense	
Interest Expense	
Loan Interest	122,030.70
Total Interest Expense	122,030.70
Total Other Expense	122,030.70
Net Other Income	-122,030.69
Net Income	3,576,865.16

Cotton Mill Partners Ltd.
Balance Sheet
As of March 13, 2023

	Mar 13, 23
ASSETS	
Current Assets	
Checking/Savings	
Cash Adjustment	9,795.00
ERC Account	-0.04
First United Operating	3,716,946.93
First United Tax Reserve	579.20
Total Checking/Savings	3,727,321.09
Total Current Assets	3,727,321.09
Fixed Assets	
Land - 754	3,048.82
Building - 754	17,276.64
Bldg Improvements	
Rail Cars	9,623.38
Parking Lot Expansion	385,099.94
480 Electric Service	93,362.42
Suite 910 Shell	78,692.22
Roof Replacement	388,768.39
Bldg Improvements - Other	764,248.51
Total Bldg Improvements	1,719,794.86
Building	719,826.00
Furniture & Fixtures	148,305.61
Land	1,818,967.00
Land - Amscott	238,335.94
Landscaping Improvements	
South Garden	12,874.37
Landscaping Improvements - Other	127,024.09
Total Landscaping Improvements	139,898.46
Machinery & Equipment	79,179.11
Tenant Finishout	
Suite 300	170,104.57
Dye Room	12,040.73
Suite 1000 Benson Cobb	28,539.33
Suite 400 - Imagine Xhibits	155,138.53
Suite 500 - EDC Temp	5,157.64
Suite 500 - Grand Hallway	299,964.83
Suite 710-Boss Fight	48,357.82
Tenant Finishout - Other	493,767.99
Total Tenant Finishout	1,213,071.44
zAccum Depreciation	-2,164,270.00
Total Fixed Assets	3,933,433.88
Other Assets	
Prepaid Commissions	4,800.00
CIP - Two Story	179,181.68
Intangible Assets	
Construction Management	28,557.22
Lease Commissions	164,006.16
Loan Costs	201,592.00
Organization Costs	2,500.00
zAccum Amortization	-116,038.00
Total Intangible Assets	280,617.38
Total Other Assets	464,599.06
TOTAL ASSETS	8,125,354.03
LIABILITIES & EQUITY	
Liabilities	

Cotton Mill Partners Ltd.
Balance Sheet
As of March 13, 2023

	Mar 13, 23
Current Liabilities	
Credit Cards	
Capital One CC	5,399.94
Total Credit Cards	5,399.94
Other Current Liabilities	
Distr Pay Casey Adv	5,691.20
P/R Liab Adjust	-1,863.43
Payroll Liabilities	
Federal Withholding	3,519.00
FICA Company	1,723.72
FICA Employee	1,723.72
FUTA	60.00
Medicare Company	403.13
Medicare Employee	403.13
State Unemployment (TX)	41.40
Total Payroll Liabilities	7,874.10
Security Deposits	86,868.77
Total Other Current Liabilities	98,570.64
Total Current Liabilities	103,970.58
Long Term Liabilities	
NP FNB Ballinger	
LOC	1,001,010.88
Tract 1 2 3	1,295,334.00
Tract 4	2,000,135.00
Tract 5	1,004,531.00
Total NP FNB Ballinger	5,301,010.88
Casey LOC Separate Prop	325,000.00
Total Long Term Liabilities	5,626,010.88
Total Liabilities	5,729,981.46
Equity	
Partner Three - C Advisory	
Draws	-4,667.97
Partner Three - C Advisory - Other	13,894.53
Total Partner Three - C Advisory	9,226.56
Partner One Equity	
Partner One Draws	-371,876.21
Partner One Investments	768,429.12
Distributions for B4 Loan	-1,236,179.48
Partner One Equity - Other	2,181,891.12
Total Partner One Equity	1,342,264.55
Partner Two Equity	
754 Adjust	20,325.46
Partner Two Draws	-298,745.53
Partner Two Investments	738,429.12
Partner Two Equity - Other	-244.79
Total Partner Two Equity	459,764.26
Retained Earnings	-3,200,851.46
Net Income	3,784,968.66
Total Equity	2,395,372.57
TOTAL LIABILITIES & EQUITY	8,125,354.03

Cotton Mill Partners Ltd.
Profit & Loss
 January through December 2022

	Jan - Dec 22
Ordinary Income/Expense	
Income	
Property Sale	3,000.00
Catering Fee	11,830.28
Cash	201.00
Refund	
Collin County Tax Assessor	421.52
Refund - Other	7,527.51
Total Refund	7,949.03
Rental	
Event Hall	378,972.20
Lease Agmt	1,113,570.09
Photo Shoot	9,907.00
Rental - Other	-3,385.58
Total Rental	1,499,063.71
Total Income	1,522,044.02
Cost of Goods Sold	
Deposit Reimbursement	28,450.00
Total COGS	28,450.00
Gross Profit	1,493,594.02
Expense	
Computer Software	2,278.51
Reconciliation Discrepancies	124.06
Advertising	
Wedding Wire	10,904.18
Google Ads	5,146.22
Chamber	375.00
Website	56.25
Advertising - Other	9,933.93
Total Advertising	26,415.58
Automobile Expense	
Fuel	52.97
Automobile Expense - Other	2,337.12
Total Automobile Expense	2,390.09
Bank Service Charges	
Account Analysis	1,070.00
Overlimit Fee	109.53
Wire Transfer Fee	18.00
Bank Service Charges - Other	491.94
Total Bank Service Charges	1,689.47
Building Permit	3,632.65
Cash Discounts	800.00
Charitable Donation	2,500.00
City Permit	14,291.77
Credit Card	179.75
Equipment Rental	2,031.30
Event Security	5,809.22
Filing Fees	6.00
Food	6,278.11
Insurance	
Auto	5,014.00
Liability Insurance	36,285.71
Tractor	250.00

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Cash Basis

Cotton Mill Partners Ltd.
Profit & Loss
 January through December 2022

	Jan - Dec 22
Insurance - Other	1,027.70
Total Insurance	42,577.41
Internet Service Provider	2,055.44
Maintenance	
Paint Supplies	1,623.75
Pest Control	194.85
Total Maintenance	1,818.60
Materials	
Industrial Gases	508.04
Paint Supplies	4,724.25
Materials - Other	147,383.59
Total Materials	152,615.88
Miscellaneous	2,032.36
Payroll Expenses	150,165.75
Postage and Delivery	46.40
Professional Fees	
Accounting	8,195.00
Legal Fees	1,150.00
Professional Fees - Other	200.00
Total Professional Fees	9,545.00
Reimbursement	7,412.36
Repairs	9,459.21
Security Guards	5,502.95
Subcontractor	
Landscape	4,330.00
Security Guards	19,348.14
South Garden	903.13
Subcontractor - Other	792,998.89
Total Subcontractor	817,580.16
Subscription	1,017.68
Supplies	
Amazon	130.19
Janitorial	6,540.41
Home Depot Materials	392.25
Marketing	3,139.43
Office	2,448.50
Supplies - Other	1,769.83
Total Supplies	14,420.61
Taxes	
Property	89,508.66
Taxes - Other	396.52
Total Taxes	89,905.18
Telephone	
Casey Cell	1,388.13
Cell	720.53
Total Telephone	2,108.66
Toll Booth	1,444.09
Travel & Ent	100.21
Utilities	
Gas and Electric	
Suite 1400	73.98
Suite 1450	2,326.65

Cotton Mill Partners Ltd.
Profit & Loss
 January through December 2022

	Jan - Dec 22
Suite 1440	957.56
Suite 1330	1,093.41
Suite 1300	555.42
Suite 1410	1,516.36
Suite 300	4,492.99
Suite 1100	10,349.74
Suite 700	4,539.99
Suite 1001	8,913.71
705 Anderson (Barn)	98.78
707 Anderson	1,517.66
Suite 100	4,519.31
Suite 200 (Event Hall)	9,097.20
Suite 400	6,106.79
Suite 500	98.78
Suite 710	669.81
Suite 800	5,040.41
Suite 900	3,398.22
Suite 930	946.53
Total Gas and Electric	66,313.30
Water	
610 Elm St.	21,684.63
721 Anderson	13,417.40
Dumpsters	
610 Elm	1,505.28
721 Anderson	1,859.50
Total Dumpsters	3,364.78
Total Water	38,466.81
Total Utilities	104,780.11
Total Expense	1,483,014.57
Net Ordinary Income	10,579.45
Other Income/Expense	
Other Income	
Grant Income	12,793.00
Bank Refund	5.05
Total Other Income	12,798.05
Other Expense	
Interest Expense	
Loan Interest	283,076.65
Total Interest Expense	283,076.65
Total Other Expense	283,076.65
Net Other Income	-270,278.60
Net Income	-259,699.15

Cotton Mill Partners Ltd.
Balance Sheet
As of December 31, 2021

	Dec 31, 21
ASSETS	
Current Assets	
Checking/Savings	
ERC Account	-0.04
First United Operating	-5,274.26
First United Tax Reserve	152.75
Total Checking/Savings	-5,121.55
Total Current Assets	-5,121.55
Fixed Assets	
Land - 754	3,048.82
Building - 754	17,276.64
Bldg Improvements	
Atrium Improvements	37,174.17
Bridal Suite	1,615.00
Rail Cars	9,623.38
Parking Lot Expansion	385,099.94
480 Electric Service	93,362.42
Suite 910 Shell	78,692.22
Roof Replacement	388,768.39
Bldg Improvements - Other	932,210.39
Total Bldg Improvements	1,926,545.91
Building	719,826.00
Furniture & Fixtures	148,305.61
Land	1,818,967.00
Land - Amscott	238,335.94
Landscaping Improvements	
South Garden	12,874.37
Landscaping Improvements - Other	127,024.09
Total Landscaping Improvements	139,898.46
Machinery & Equipment	79,179.11
Tenant Finishout	
LightBlock/Social	18,057.13
Suite 400	25,371.87
Suite 300	170,104.57
Dye Room	12,040.73
Suite 1000 Benson Cobb	28,539.33
Suite 400 - Imagine Xhibits	155,138.53
Suite 500 - EDC Temp	5,157.64
Suite 500 - Grand Hallway	299,964.83
Suite 710-Boss Fight	48,357.82
Suite 930	1,000.00
Tenant Finishout - Other	493,767.99
Total Tenant Finishout	1,257,500.44
zAccum Depreciation	-2,076,192.00
Total Fixed Assets	4,272,691.93
Other Assets	
CIP - Two Story	179,181.68
Intangible Assets	
Lease Commissions	61,828.70
Loan Costs	221,935.87
Organization Costs	2,500.00
zAccum Amortization	-79,387.00
Total Intangible Assets	206,877.57
Total Other Assets	386,059.25
TOTAL ASSETS	4,653,629.63

Cotton Mill Partners Ltd.
Balance Sheet
As of December 31, 2021

	Dec 31, 21
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Capital One CC	2,739.85
Total Credit Cards	2,739.85
Other Current Liabilities	
PPP Loan	19,489.70
AP TC Auto Expense	-3,517.75
Distr Pay Casey Adv	5,532.92
P/R Liab Adjust	-820.85
Payroll Liabilities	
Federal Withholding	3,236.00
FICA Company	2,061.76
FICA Employee	2,061.76
FUTA	98.00
Medicare Company	482.18
Medicare Employee	482.18
State Unemployment (TX)	23.02
Total Payroll Liabilities	8,444.90
Security Deposits	72,698.31
Total Other Current Liabilities	101,827.23
Total Current Liabilities	104,567.08
Long Term Liabilities	
NP FNB Ballinger	
LOC	670,051.00
Tract 1 2 3	1,295,334.00
Tract 4	2,000,135.00
Tract 5	1,004,531.00
Total NP FNB Ballinger	4,970,051.00
Casey LOC Separate Prop	325,000.00
Total Long Term Liabilities	5,295,051.00
Total Liabilities	5,399,618.08
Equity	
Partner Three - C Advisory	
Draws	-4,509.69
Partner Three - C Advisory - Other	13,894.53
Total Partner Three - C Advisory	9,384.84
Partner One Equity	
Partner One Draws	-358,727.79
Partner One Investments	768,429.12
Distributions for B4 Loan	-1,236,179.48
Partner One Equity - Other	2,181,891.12
Total Partner One Equity	1,355,412.97
Partner Two Equity	
754 Adjust	20,325.46
Partner Two Draws	-282,066.74
Partner Two Investments	738,429.12
Partner Two Equity - Other	-244.79
Total Partner Two Equity	476,443.05

Cotton Mill Partners Ltd.
Balance Sheet
As of December 31, 2021

	Dec 31, 21
Retained Earnings	-2,553,717.76
Net Income	-33,511.55
Total Equity	-745,988.45
TOTAL LIABILITIES & EQUITY	4,653,629.63

Cotton Mill Partners Ltd.
Profit & Loss
January through December 2021

	Jan - Dec 21
Ordinary Income/Expense	
Income	
Rental	
Event Hall	279,505.82
Lease Agmt	712,782.95
Photo Shoot	12,100.00
Total Rental	1,004,388.77
Total Income	1,004,388.77
Cost of Goods Sold	
Deposit Reimbursement	12,750.00
Total COGS	12,750.00
Gross Profit	991,638.77
Expense	
Computer Software	1,604.01
Advertising	
Wedding Wire	8,446.90
Google Ads	5,227.97
Chamber	774.00
Networking	48.00
Website	63.48
Advertising - Other	4,500.00
Total Advertising	19,060.35
Automobile Expense	1,088.53
Bank Service Charges	
Account Analysis	327.75
Check Fee	-5.00
Overlimit Fee	28.00
Wire Transfer Fee	12.00
Bank Service Charges - Other	5.00
Total Bank Service Charges	367.75
Building Permit	3,596.50
Charitable Donation	500.00
Event Supplies	
Chair Rental	230.37
Total Event Supplies	230.37
Filing Fees	-331.76
Fire Sprinkler Maintenance	2,327.00
Food	5,235.29
Fuel	20.00
Furniture/Fixtures	442.50
Inspections	
Fire	1,327.43
Inspections - Other	625.00
Total Inspections	1,952.43
Insurance	
Liability Insurance	33,784.25
Medical Insurance	2,625.00
Tractor	250.00
Insurance - Other	3,073.36
Total Insurance	39,732.61
Internet Service Provider	2,227.90

Cotton Mill Partners Ltd.
Profit & Loss
January through December 2021

	Jan - Dec 21
Maintenance	
Lighting	95.05
Paint Supplies	1,168.99
Pest Control	194.85
Maintenance - Other	11.34
Total Maintenance	1,470.23
Materials	
Diesel	25.01
Industrial Gases	421.74
Landscape	614.96
Paint Supplies	6,149.90
South Garden	118.99
Materials - Other	65,314.59
Total Materials	72,645.19
Miscellaneous	36.07
Payroll Expenses	164,571.43
Payroll Expenses ERC	-18,812.50
Postage and Delivery	47.10
Professional Fees	
Accounting	8,070.00
Architectural	4,650.00
Legal Fees	5,205.00
Professional Fees - Other	1,500.00
Total Professional Fees	19,425.00
Reimbursement	2,250.00
Repairs	
Building Repairs	7,900.00
HVAC	3,897.77
Plumbing Repairs	1,505.00
Tractor Maintenance	2,452.98
Total Repairs	15,755.75
Security Alarm - Monitoring	108.25
Security Guards	187.89
Subcontractor	
Security Guards	13,638.52
Sprinkler Repair	825.00
Subcontractor - Other	264,962.91
Total Subcontractor	279,426.43
Subscription	1,015.02
Supplies	
Janitorial	5,060.47
Event Hall Supplies	25.00
Marketing	101.28
Office	3,412.11
Supplies - Other	1,766.71
Total Supplies	10,365.57
Taxes	
Property	74,096.23
Taxes - Other	764.15
Total Taxes	74,860.38
Telephone	
Cell	1,248.05
Total Telephone	1,248.05

Cotton Mill Partners Ltd.
Profit & Loss
January through December 2021

	Jan - Dec 21
Tenant Improvements	4,456.50
Toll Booth	2,493.61
Travel & Ent	48.00
Utilities	
Gas and Electric	
Suite 1100	3,224.78
Suite 700	4,126.78
Suite 1001	9,738.64
705 Anderson (Barn)	107.77
707 Anderson	1,088.58
Suite 100	5,407.55
Suite 1000	1,558.28
Suite 200 (Event Hall)	8,052.16
Suite 400	5,086.71
Suite 500	107.77
Suite 800	4,253.93
Suite 900	3,578.95
Suite 930	1,295.50
Total Gas and Electric	47,627.40
Water	
610 Elm St.	19,854.90
721 Anderson	14,973.10
Total Water	34,828.00
Total Utilities	82,455.40
Total Expense	792,106.85
Net Ordinary Income	199,531.92
Other Income/Expense	
Other Income	
Interest Income	0.02
Total Other Income	0.02
Other Expense	
Interest Expense	
Loan Interest	233,043.49
Total Interest Expense	233,043.49
Total Other Expense	233,043.49
Net Other Income	-233,043.47
Net Income	-33,511.55

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The Cotton Mill Partners LTD

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☒ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

610 Elm St. #520

6 City, state, and ZIP code

Mckinney, TX, 75069

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 0 - 1 3 0 5 6 6 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Chandler Carey

Date ►

2/24/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.