

**“MEETING NOTICE”**  
**April 11, 2024**

**A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF DHA, HOUSING SOLUTIONS FOR NORTH TEXAS WILL TAKE PLACE AT:  
THE DALE V. KESLER BOARD ROOM OF THE AUTHORITY, 3939 N. HAMPTON ROAD,  
DALLAS, TEXAS 75212 AT:  
12: 00 P.M. ON TUESDAY, APRIL 16, 2024**

The Commissioners may conduct a closed meeting pursuant to §551.071 of the Texas Government Code to seek the advice of its attorneys about a pending or contemplated litigation or about a settlement offer; or to consult with its attorney on a matter in which the duty of its attorney under the Texas Disciplinary Rules or Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act and/or pursuant to §551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property, if deliberation in an open meeting would have a detrimental effect on the position of the Authority in negotiations with a third person and/or pursuant to §551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or charge against any officer or employee, unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

**THE MEETING AGENDA IS LIMITED TO:**

1. Call to Order.
2. Roll Call
3. Recognition of Individuals Wishing to Address the Board.
4. Approval of the March 19, 2024 Regular Board of Commissioners Meeting Minutes.

**DISCUSSION ITEM(S):**

5. A Resolution by the Housing Authority of the City of Dallas, Texas (A/K/A Dallas Housing Solutions for North Texas) Approving a Funding Loan Agreement and Authorizing Housing Options, Inc. to Adopt a Resolution with Respect to the Issuance of a Note. **#5253**
6. A Resolution to Enter into a Memorandum of Agreement Between DHA and Gilbane Development Company as a Potential Real Estate Development Partner. **#5254**
7. A Resolution to Enter into a Memorandum of Agreement Between DHA and Elmington Affordable, LLC as a Potential Real Estate Development Partner. **#5255**
8. A Resolution to Award Project-Based Vouchers for Seniors and Permanent Supportive Housing. **#5256**

9. A Resolution to Approve the Addition of Solar Screen Panels at Roseland Estates and Roseland Townhomes. **#5257**
10. A Resolution to Approve Concrete Repairs at Lakeview Townhomes. **#5258**
11. A Resolution for Interior Renovations at 10635 Channel Drive and 12384 High Meadow Drive Single Family Homes. **#5259**
12. A Resolution Authorizing the Write-Off of Uncollectible Accounts for Vacated Tenants for the Quarter ending March 31, 2024. **#5260**
13. Recognition of Individuals Wishing to Address the Board.
14. Adjournment

Pursuant to § 46.03 Penal Code (places weapons prohibited) and § 551.001 *et. seq.*, Government Code, a person(s) may not enter this Meeting Room carrying a firearm or other weapon.

De acuerdo con § 46.03, Código Penal (lugares donde están prohibidas las armas) y § 551.001 *et. seq.*, Código del Gobierno, gente están prohibidas de entrar con armas o armas ocultas en esta Lugar.



MINUTES OF THE REGULAR MEETING OF THE BOARD OF  
COMMISSIONERS OF DHA HOUSING SOLUTIONS FOR NORTH TEXAS

The Board of Commissioners of DHA Housing Solutions for North Texas met in Regular Session on Tuesday, March 19, 2024 at 12:00 p.m. at DHA Headquarters in The Dale V. Kesler Board Room, 3939 N. Hampton Road, Dallas, TX 75212.

Chairwoman Culbreath called the meeting to order at 12:09 p.m., those present and absent was as follows:

Present: Betty Culbreath, Chairwoman  
Michael Pegues, Vice Chairman  
Almas Muscatwalla, Commissioner  
Lindsay Billingsley, Commissioner

Absent: Sabrina Steward, Commissioner

**Staff members in attendance:**

Troy Broussard  
Chetana Chaphekar  
David Zappasodi  
Delbra Henderson  
Debbie Quitugua  
Dr. Priscylla Bento  
Laurin Compton  
Letetia Patin  
Karon Arnold  
Tim Lott  
Shannon Bramlet  
Marlina Nunez  
Equilla Still  
Ken Duke  
Will Sanders  
Kimberly Nelson  
Brenda R. Fonseca  
Arlena Cordero  
Monica Tharp  
Sharon Lawson

After roll call by Letetia Patin, general counsel, Chair Culbreath confirmed there was a quorum present. Commissioner Sabrina Steward was absent. There being a quorum present the following business was transacted:

Mr. Broussard called for anyone desiring to address the Board. He stated he did not receive cards from anyone requesting to speak.

Chair Culbreath then called for a motion to approve the February 20, 2024 Regular Meeting minutes. Upon a motion by Commissioner Pegues to approve the minutes, duly seconded by Commissioner Billingsley and unanimously carried the minutes stood approved.

Mr. Broussard introduced Chetana Chaphekar, CFO.

Ms. Chaphekar reported on the FY2023 Annual Financial status of the Agency. Ms. Chaphekar reviewed a hand-out of the Management Discussion and Analysis for the Fiscal Year Ending December 31, 2023. She stated this provided both a short and a long-term analysis of the Authority's activities. She said she would meet with Vice Chair Pegues later for an in-dept review of the finances. Chair Culbreath stated she was pleased with the report and commended Ms. Chaphekar on her work ethics. Ms. Chaphekar acknowledged, Marlina Nunez, Comptroller for her assistance in putting the report together.

Mr. Broussard requested to review Resolutions #5238 and 5239 and take one vote for approval of the resolutions. He stated they were related in departmental matter. He stated he would read each Resolution for the record. Resolution #5238, A Resolution to Approve the Replacement of Water Heaters at (41) Single-Family Homes; Resolution #5239, A Resolution to Approve the Replacement of Cedar Privacy Fences at Little Mexico Village.

Upon a motion by Vice Chair Pegues to approve Resolutions #5238 and 5239, duly seconded by Commissioner Muscatwalla and unanimously carried, the resolutions were approved and adopted.

Mr. Broussard requested to review Resolutions #5240, 5241 and 5242 and take one vote for approval of the resolutions. He stated he would read each resolution aloud for the record. Resolution #5240, A Resolution to Contract for Landscaper Maintenance Services; Resolution #5241, A Resolution to Contract for Custodial Maintenance Services; Resolution #5242, A Resolution to Contract for Pest Control Services.

Upon a motion by Vice Chair Pegues to approve Resolutions #5240, #5241 and 5242, duly seconded by Commissioner Billingsley and unanimously carried, the resolutions were approved and adopted.

Mr. Broussard introduced Resolution #5243, A Resolution Authorizing an award of a contract for Furniture and Demountable Walls for the DHA HQ Services Expansion building and Current HQ Services building and Resolution #5244, A Resolution Authorizing an award of a contract for Third Floor of the DHA HQ Services Expansion Building and Renovation of the Current HQ Services Building.

Tim Lott, vice president of Capital Programs explained a request for proposals has been prepared and invitations will be published for the work. An evaluation committee will review and rate the proposals. The highest rated responsive and responsible respondent will be selected by the evaluation committee. Due to the timing to complete the construction work, DHA is requesting the Board of Commissioners approve the evaluation committee's selection for an amount not to exceed \$2,500,000.00 for Resolution #5243 and not to exceed \$1,500,000.00 for Resolution #5244.

Upon a motion by Commissioner Billingsley to approve Resolutions #5243 and #5244, duly seconded by Vice Chair Pegues for an amount not to exceed \$2,500,000.00 and \$1,500,000.00 respectively, as stated in the resolutions. The motion was unanimously carried and approved.

Mr. Broussard requested to review Resolutions #5245, and 5246 and take one vote for approval of the resolutions. He stated he would read each resolution aloud for the record. Resolution #5245, A Resolution to Replace HVAC System's for the Dwelling Units at Cedar Springs Place; Resolution #5246, A Resolution to Replace HVAC Systems at the Community Buildings at Buckeye Trail Commons I and II.

Upon a motion by Vice Chair Pegues to approve Resolutions #5245, and #5246, duly seconded by Commissioner Muscatwalla and unanimously carried, the resolutions were approved and adopted.

Mr. Broussard requested to review Resolutions #5247, #5248, #5249, #5250 and #5251 and take one vote for approval of the resolutions. He stated he would read each resolution aloud for the record. Resolution #5247, A Resolution to Enter into a Memorandum of Agreement Between DHA and Kaizen Development Group, LLC as a Potential Real Estate Development Partner; Resolution #5248, A Resolution to Enter into a Memorandum of Agreement Between DHA and Volunteers of America National Services as a Potential Real Estate Development Partner; Resolution #5249, A Resolution to Enter into a Memorandum of Agreement Between DHA and Brinshore Development, L. L. C. as a Potential Real Estate Development Partner; Resolution #5250, A Resolution to Enter into a Memorandum of Agreement Between DHA and McCormack Baron Salazar, Inc. as a Potential Real Estate Development Partner; Resolution #5251, A Resolution to Enter into a Memorandum of Agreement Between DHA and Ojala Holdings as a Potential Real Estate Development Partner.

Upon a motion by Vice Chair Pegues to approve Resolutions #5247, #5248, #5249, #5250 and #5251, duly seconded by Commissioner Muscatwalla and unanimously carried, the resolutions were approved and adopted.

Mr. Broussard introduced Resolution # 5252 for consideration. Resolution #5252, A Resolution to Enter into a Contract with Centre Technologies for Artic Wolf for Cybersecurity Services.

Mr. Broussard called for anyone desiring to address the Board. He stated he did not receive cards from anyone requesting to speak.

Mr. Broussard requested prayer for long time employee, Cindy Quezada-Rios' family in the loss of her husband.

In the way of announcement, DHA was hosting TXNAHRO. He stated TXNAHRO would present an award to DHA for The Oaks Development.

There being no further business to transact, the meeting adjourned at 1:07 p.m.

Betty Culbreath, Chair

**RESOLUTION NO. 5253**

A RESOLUTION BY THE HOUSING AUTHORITY OF THE CITY OF DALLAS, TEXAS  
(A/K/A DHA HOUSING SOLUTIONS FOR NORTH TEXAS) APPROVING A FUNDING  
LOAN AGREEMENT AND AUTHORIZING HOUSING OPTIONS, INC. TO ADOPT A  
RESOLUTION WITH RESPECT TO THE ISSUANCE OF A NOTE

WHEREAS, Housing Options, Inc. (the "Issuer") was created under the auspices of the Housing Authority of the City of Dallas, Texas (A/K/A DHA Housing Solutions for North Texas), or (the "Unit"); and

WHEREAS, the Issuer is authorized by the Public Facilities Corporation Act, as amended (the "Act"), to issue its revenue Notes on behalf of the Unit for the purpose of financing all or part of the costs of a project, and to loan the proceeds thereof to finance all or part of the costs thereof; and

WHEREAS, the Issuer, by resolution (the "Note Resolution") adopted April 15, 2024, has authorized the issuance and sale of its Multifamily Housing Revenue Note (The Oaks aka Brooks Manor) Series 2024 (the "Note") in the maximum aggregate principal amount of \$28,000,000 and by the Note Resolution has also authorized a Funding Loan Agreement by and between The Bank of New York Mellon Trust Company, National Association (the "Fiscal Agent") and the Issuer dated May 1, 2024 wherein the Issuer agrees to issue and sell the Note to provide funds refund the Issuer's Multifamily Housing Revenue Bonds (Brooks Manor – The Oaks Project) Series 2021 (the "Refunded Bonds") which financed the project located within the Unit, (the "Funding Loan Agreement"); and

WHEREAS, the Act requires that the governing body of the Unit approve, by written resolution, any agreement to issue Notes approved by the Issuer; and

WHEREAS, the Board of Commissioners of the Unit has reviewed the proceedings relative to the issuance of the Note and, by adoption of this Resolution, intends to approve the Note Resolution, the issuance of the Note, the plan of refinancing approved by the Note Resolution and to make the findings required by the Act to approve the Project;

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF DALLAS (A/K/A DHA HOUSING SOLUTIONS FOR NORTH TEXAS) THAT:

Section 1. The Note Resolution adopted by the Issuer authorizing the execution of the Funding Loan Agreement and authorizing the sale of the Note, in substantially the form and substance attached to this Resolution and made a part hereof for all purposes, is hereby specifically approved, and the Note may be issued as provided for therein.

Section 2. The Funding Loan Agreement, in substantially the form and substance as attached to the Note Resolution and made a part hereof and thereof for all purposes, is hereby approved, and the Note in the principal amount of not to exceed \$28,000,000, may be issued pursuant thereto for the purpose of refunding the Refunded Bonds.

That third parties shall be entitled to rely on the foregoing resolutions as being in full force and effect until modified otherwise in writing by a duly authorized officer or Commissioner.

These Resolutions shall be in full force and effect from and upon their adoption.

**PRESENTED AND PASSED** on this the 16<sup>th</sup> day of April, 2024 by a vote of \_\_\_ ayes and \_\_\_ nays at a regular meeting of the DHA Board of Commissioners.

\_\_\_\_\_  
Betty Culbreath, Chair

ATTEST:

\_\_\_\_\_  
Troy Broussard, President, CEO and Secretary



## **Memorandum**

**TO:** DHA Board of Commissioners

**FROM:** Troy Broussard, President & CEO

**SUBJECT:** Resolution Approving a Funding Loan Agreement and Authorizing Housing Options, Inc. to Adopt a Resolution with Respect to the Issuance of a Note

**DATE:** April 16, 2024

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**I. Statement of Issue**

Request the Board of Commissioners approve the attached resolution Approving a Funding Loan Agreement and Resolution of Housing Options, Inc. with Respect to the Issuance of a Note.

**II. Prior Board Action**

Since 2019 the DHA Board of Commissioners has approved various resolutions regarding the financing, development, and construction of The Oaks, a 260-unit senior housing community constructed on the former Brooks Manor public housing site.

**III. Background and History**

In 2019 the DHA Board of Commissioners approved Volunteers of America National Services (VOANS) as its development partner for the development of The Oaks senior housing community. Financial closing for this \$50 million development project was July 16, 2021. Construction began shortly thereafter and was completed in September 2023. The Grand Opening was held in November 2023. Financing for the project included low-income housing tax credit equity, Replacement Housing Factor (RHF) funds from HUD/DHA, DHA non-federal funds, VOANS funds, and private debt. An allocation of tax-exempt private activity bonds was received for the project to secure the private debt.

**IV. Status of Current Actions**

As the project has reached stabilization, we are ready to convert the construction loan to permanent financing. With the conversion, the construction loan will be paid and the Federal Home Loan Mortgage Corporation (Freddie Mac) will purchase the Funding Loan in an amount not to exceed \$28,000,000. Documents for the conversion, including the Funding Loan Agreement, are currently being drafted with the anticipated conversion date set for early May. The draft Funding Loan Agreement is attached to the resolution.

**V. Recommendation**

It is recommended that the attached resolution Approving a Funding Loan Agreement and Resolution of Housing Options, Inc. with Respect to the Issuance of a Note.

**FUNDING LOAN AGREEMENT – TEL (Immediate)**

**FIXED RATE**

**among**

**ORIX REAL ESTATE CAPITAL, LLC, DBA LUMENT CAPITAL,  
as Initial Funding Lender**

**HOUSING OPTIONS, INC.,  
as Governmental Lender**

**and**

**THE BANK OF NEW YORK MELLON TRUST COMPANY,  
NATIONAL ASSOCIATION,  
as Fiscal Agent**

**Relating to**

**The Oaks  
630 South Llewellyn Avenue  
Dallas, Texas 75208**

**Original Funding Loan Principal Amount: \$[28,000,000]**

**Dated as of \_\_\_\_\_ 1, 2024**

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<b>EXHIBIT E</b>	<b>PROJECT LOAN FUND REQUISITION</b>

## FUNDING LOAN AGREEMENT – TEL (Immediate)

### FIXED RATE

**THIS FUNDING LOAN AGREEMENT** (this “**Funding Loan Agreement**”), is made and entered into as of \_\_\_\_\_ 1, 2024, by and among **ORIX REAL ESTATE CAPITAL, LLC, DBA LUMENT CAPITAL**, in its capacity as Initial Funding Lender (the “**Initial Funding Lender**”), **HOUSING OPTIONS, INC.** (the “**Governmental Lender**”), a nonprofit public facility corporation organized and existing under the laws of the State of Texas (the “**State**”), and **THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association, organized and operating under the laws of the United States of America, having a corporate trust office in Jacksonville, Florida, as Fiscal Agent (the “**Fiscal Agent**”). Capitalized terms are defined in Section 1.01 of this Funding Loan Agreement.

### RECITALS

**A.** Pursuant to Chapters 303 and 392, Texas Local Government Code, as amended (the “**Act**”) and the Project Loan Agreement dated as of \_\_\_\_\_ 1, 2024 (the “**Project Loan Agreement**”) by and among the Governmental Lender, the Fiscal Agent and Brooks Manor, LP, a Texas limited partnership duly organized and existing under the laws of the State of Texas (the “**Borrower**”), the Governmental Lender is agreeing to make a mortgage loan to the Borrower in the original principal amount of \$[28,000,000] (the “**Project Loan**”) to provide for the refinancing of a multifamily rental housing development located at 630 S. Llewellyn in Dallas, Texas known as The Oaks (the “**Project**”).

**B.** The Governmental Lender is making the Project Loan to the Borrower with the proceeds received from the separate loan made to the Governmental Lender pursuant to this Funding Loan Agreement in the original principal amount of \$\$[28,000,000] (the “**Funding Loan**”) and together with the Project Loan, the “**Loans**”). The Funding Loan is being originated and funded by the Initial Funding Lender hereunder and is evidenced by the Multifamily Note dated \_\_\_\_\_, 2024 in the form attached hereto as Exhibit A (together with all riders and addenda thereto, the “**Governmental Note**”) delivered by the Governmental Lender to the Initial Funding Lender.

**C.** The Federal Home Loan Mortgage Corporation, a shareholder-owned government-sponsored enterprise (“**Freddie Mac**”), has entered into a commitment with the Initial Funding Lender dated July 8, 2021 (the “**Freddie Mac Commitment**”) whereby Freddie Mac has agreed to purchase the Funding Loan upon the date of satisfaction of the conditions set forth in the Freddie Mac Commitment (the “**Freddie Mac Purchase Date**”). On the Freddie Mac Purchase Date, the Initial Funding Lender will assign to Freddie Mac all of its rights and interest in the Governmental Note, this Funding Loan Agreement, the Continuing Covenant Agreement and the other Financing Documents (as such terms are herein defined).

**D.** The Borrower has agreed to use the proceeds of the Project Loan to finance the acquisition and construction of the Project [and to pay certain closing costs with respect to the Loans].

**E.** The Borrower’s repayment obligations in respect of the Project Loan will be evidenced by a Project Note dated \_\_\_\_\_, 2024 (together with all riders and modifications thereto, the “**Project Note**”) delivered to the Governmental Lender, which Project Note will be endorsed by the Governmental Lender to the Fiscal Agent as security for the Funding Loan.

**F.** To secure the Borrower’s obligations under the Project Note, the Borrower will execute and deliver to the Governmental Lender a Multifamily Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of the date hereof (the “**Security Instrument**”) with respect to the Project, which Security Instrument will be assigned by the Governmental Lender to the Fiscal Agent as security for the Funding Loan.

**G.** On and after the Freddie Mac Purchase Date, Freddie Mac will act as Funding Lender Representative with respect to the Loans (in such capacity and any successor in such capacity, the “**Funding Lender Representative**”). ORIX Real Estate Capital, LLC, dba Lument Capital (the “**Servicer**”) will act as initial servicer for the Loans on behalf of the Funding Lender Representative.

**H.** The Borrower is also entering into a Continuing Covenant Agreement dated as of the date hereof with the Initial Funding Lender (the “**Continuing Covenant Agreement**”), which sets forth various other requirements with respect to the Project, and which agreement will be assigned to Freddie Mac on the Freddie Mac Purchase Date.

**I.** The Governmental Lender has determined that all things necessary to incur the Funding Loan and to make the Governmental Note, when executed by the Governmental Lender and authenticated by the Fiscal Agent and issued in accordance with this Funding Loan Agreement, the valid, binding and legal obligation of the Governmental Lender and to constitute this Funding Loan Agreement a valid lien on the properties, interests, revenues and payments herein pledged to the payment of the principal of, premium, if any, and interest on, the Governmental Note, have been duly taken, and the creation, execution and delivery of this Funding Loan Agreement and the execution and delivery of the Governmental Note, subject to the terms of this Funding Loan Agreement, have been duly authorized by the Governmental Lender.

**J.** The Fiscal Agent has the power and authority to enter into this Funding Loan Agreement, including corporate trust powers to accept the trusts hereunder and to accept and assume its other responsibilities hereunder as Fiscal Agent as evidenced by its execution of this Funding Loan Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the origination and funding of the Funding Loan by the Funding Lender, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.01 Definitions.** The terms used in this Funding Loan Agreement (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Funding Loan Agreement and of any amendment or supplement hereto shall have the



respective meanings specified below. Terms used herein not otherwise defined shall have the respective meanings set forth in the Project Loan Agreement.

“*Act*” means collectively, Chapters 303 and 392, Texas Local Government Code, as amended.

“*Administration Fund*” means the Administration Fund established by the Fiscal Agent pursuant to Section 4.01 hereof.

“*Assignment*” means the Assignment of Security Instrument dated as of the date hereof by the Governmental Lender assigning its interest in the Security Instrument to the Fiscal Agent.

“*Authorized Officer*” means (a) when used with respect to the Governmental Lender, the President of the Governmental Lender and such additional Person or Persons, if any, duly designated by the Governmental Lender in writing to act on its behalf, (b) when used with respect to the Borrower, any authorized officer of the Borrower and such additional Person or Persons, if any, duly designated by the Borrower in writing to act on its behalf, (c) when used with respect to the Fiscal Agent, any authorized signatory of the Fiscal Agent, or any Person who is authorized in writing to take the action in question on behalf of the Fiscal Agent, (d) when used with respect to the Servicer, any Person or Persons duly designated by the Servicer in writing to act on its behalf, and (e) when used with respect to the Funding Lender Representative, any Person who is authorized in writing to take the action in question on behalf of the Funding Lender Representative.

“*Bankruptcy Code*” means Title 11 of the United States Code entitled “Bankruptcy,” as now and hereafter in effect, or any successor federal statute.

“*Bond Counsel*” means (a) on the Delivery Date, the law firm or law firms delivering the approving opinion(s) with respect to the Governmental Note, or (b) any other firm of attorneys selected by the Governmental Lender that is experienced in matters relating to the issuance of obligations by states and their political subdivisions that is listed as municipal bond attorneys in The Bond Buyer’s Municipal Marketplace and is acceptable to the Funding Lender Representative.

“*Borrower*” means Brooks Manor, LP, a Texas limited partnership duly organized and existing under the laws of the State of Texas, or any of its permitted successors or assigns, as owner of the Project.

“*Borrower Equity Account*” means the Borrower Equity Account of the Project Loan Fund established by the Fiscal Agent pursuant to Section 2.11 hereof.

“*Borrower Equity Deposit*” means \$[\_\_\_\_\_], which shall be comprised of sources other than the proceeds of the Project Loan.

“*Business Day*” means any day other than (a) a Saturday or a Sunday, or (b) a day on which (i) banking institutions in the City of New York or in the city in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed or (ii) the New York Stock Exchange is closed.

*“Certificate of the Governmental Lender”* and *“Request of the Governmental Lender”* mean, respectively, a written certificate or request signed in the name of the Governmental Lender by an Authorized Officer of the Governmental Lender or such other Person as may be designated and authorized to sign for the Governmental Lender. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

*“Class B Limited Partner”* means Brooks Manor LLC, a Texas limited liability company, and its permitted successors and assigns.

*“Code”* means the Internal Revenue Code of 1986 and the regulations promulgated thereunder.

*“Continuing Covenant Agreement”* means the Continuing Covenant Agreement dated as of the date hereof by and between the Borrower and the Initial Funding Lender, as the same may be amended, modified or supplemented from time to time.

*“Cost,” “Costs”* or *“Costs of the Project”* means costs paid with respect to the Project that (i) are properly chargeable to capital account (or would be so chargeable with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs) in accordance with general federal income tax principles and in accordance with United States Treasury Regulations Section 1.103-8(a)(1), (ii) are paid with respect to a qualified residential rental project or projects within the meaning of Section 142(d) of the Code, (iii) are paid after the earlier of (A) 60 days prior to the date of a resolution of the Governmental Lender to reimburse costs of the Project with proceeds of the Loans or (B) the Delivery Date, and (iv) if the Costs of the Project were previously paid and are to be reimbursed with proceeds of the Loans such costs were (A) Costs of Issuance of the Governmental Note, (B) preliminary capital expenditures (within the meaning of United States Treasury Regulations Section 1.150-2(f)(2)) with respect to the Project (such as architectural, engineering and soil testing services) incurred before commencement of acquisition or construction of the Project that do not exceed twenty percent (20%) of the issue price of the Governmental Note (as defined in United States Treasury Regulations Section 1.148-1), or (C) were capital expenditures with respect to the Project that are reimbursed no later than eighteen (18) months after the later of the date the expenditure was paid or the date the Project is placed in service (but no later than three (3) years after the expenditure is paid); provided however, that if any portion of the Project is being constructed or developed by the Borrower or an affiliate (whether as a developer, a general contractor or a subcontractor), *“Cost,” “Costs”* or *“Costs of the Project”* shall include only (a) the actual out-of-pocket costs incurred by the Borrower or such affiliate in developing or constructing the Project (or any portion thereof), (b) any reasonable fees for supervisory services actually rendered by the Borrower or such affiliate (but excluding any profit component) and (c) any overhead expenses incurred by the Borrower or such affiliate which are directly attributable to the work performed on the Project, and shall not include, for example, intercompany profits resulting from members of an affiliated group (within the meaning of Section 1504 of the Code) participating in the acquisition, construction or development of the Project or payments received by such affiliate due to early completion of the Project (or any portion thereof).

“*Cost of Issuance Fund*” means the Cost of Issuance Fund established by the Fiscal Agent pursuant to Section 4.01 hereof.

“*Costs of Issuance*” means, as applicable, (i) the fees (excluding ongoing fees), costs and expenses of (a) the Governmental Lender, the Governmental Lender’s counsel and the Governmental Lender’s financial advisor, (b) Bond Counsel, (c) the Fiscal Agent and the Fiscal Agent’s counsel, (d) the Servicer and the Servicer’s counsel, (e) the Funding Lender and the Funding Lender’s counsel (including both the Initial Funding Lender and Freddie Mac, as assignee thereof on the Freddie Mac Purchase Date), and (f) Borrower’s counsel attributable to the funding of the Loans and the Borrower’s financial advisor, if any, and (ii) all other fees, costs and expenses directly associated with the Funding Loan and the Project Loan, including, without limitation, printing costs, costs of reproducing documents, filing and recording fees.

“*Costs of Issuance Deposit*” means the deposit to be made by the Borrower with the Fiscal Agent on the Delivery Date, which deposit shall equal \$[\_\_\_\_\_] and shall be comprised of sources other than the proceeds of the Project Loan.

“*Default Rate*” means the lower of (i) the Interest Rate otherwise in effect notwithstanding the default plus four percent (4%) per annum or (ii) the maximum rate allowed by law.

“*Delivery Date*” means [\_\_\_\_\_] , 2024, the date of initial funding of the Funding Loan and the delivery of the Governmental Note by the Governmental Lender to the Initial Funding Lender.

“*Determination of Taxability*” shall mean, (a) a determination by the Commissioner or any District Director of the Internal Revenue Service, (b) a private ruling or Technical Advice Memorandum issued by the National Office of the Internal Revenue Service in which Governmental Lender and Borrower were afforded the opportunity to participate, (c) a determination by any court of competent jurisdiction, (d) the enactment of legislation or (e) receipt by Fiscal Agent or Funding Lender Representative, at the request of Governmental Lender, Borrower, Fiscal Agent or Funding Lender Representative, of an opinion of Bond Counsel, in each case to the effect that the interest on the Governmental Note is includable in gross income for federal income tax purposes of the Funding Lender or any former Funding Lender other than a Funding Lender who is a “substantial user” of the Project or a “related person” (as such terms are defined in Section 147(a) of the Code); provided, however, that no such Determination of Taxability under clause (a) or (c) shall be deemed to have occurred if the Governmental Lender (at the sole expense of the Borrower) or the Borrower is contesting such determination, has elected to contest such determination in good faith and is proceeding with all applicable dispatch to prosecute such contest until the earliest of (i) a final determination from which no appeal may be taken with respect to such determination, (ii) abandonment of such appeal by the Governmental Lender or the Borrower, as the case may be, or (iii) one year from the date of initial determination.

“*Electronic Notice*” means delivery of notice in a Word format or a Portable Document Format (PDF) by electronic mail to the electronic mail addresses listed in Section 11.04 hereof; provided, that if a sender receives notice that the electronic mail is undeliverable, notice must be sent as otherwise required by Section 11.04 hereof.

“*Event of Default*” or “*event of default*” means any of those events specified in and defined by the applicable provisions of Article VI hereof to constitute an event of default.

“*Extraordinary Services*” means and includes, but not by way of limitation, services, actions and things carried out and all expenses incurred by the Fiscal Agent, in respect of or to prevent default under this Funding Loan Agreement or the Project Loan Documents, including any reasonable attorneys’ or agents’ fees and expenses and other litigation costs that are entitled to reimbursement under the terms of the Project Loan Agreement, and other actions taken and carried out by the Fiscal Agent which are not expressly set forth in this Funding Loan Agreement or the Project Loan Documents.

“*Extraordinary Fiscal Agent’s Fees and Expenses*” means all those fees, expenses and reimbursements earned or incurred by the Fiscal Agent as described under Section 7.06 hereof during any Rebate Year for Extraordinary Services, as set forth in a detailed invoice to the Borrower, the Servicer and the Funding Lender Representative.

“*Fair Market Value*” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (a) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (b) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (c) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (d) any commingled investment fund in which the Governmental Lender and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of investment.

“*Financing Documents*” means, collectively, this Funding Loan Agreement, the Governmental Note, the Tax Certificate, the Project Loan Documents and all other documents or instruments evidencing, securing or relating to the Loans.

“*Fiscal Agent*” means The Bank of New York Mellon Trust Company, National Association and its successors hereunder.

“*Freddie Mac*” means the Federal Home Loan Mortgage Corporation, a shareholder-owned government-sponsored enterprise organized and existing under the laws of the United States of America, and its successors and assigns.

“*Freddie Mac Commitment*” means the commitment from Freddie Mac to the Initial Funding Lender pursuant to which Freddie Mac has agreed to purchase the Funding Loan, subject to the terms and conditions set forth therein, as such commitment may be amended, modified or supplemented from time to time.

“*Freddie Mac Purchase Date*” means the date Freddie Mac purchases the Funding Loan from the Initial Funding Lender upon satisfaction of the conditions set forth in the Freddie Mac Commitment.

“*Funding Lender*” means any Person who is the holder of the Governmental Note.

“*Funding Lender Representative*” means the Funding Lender or any Person designated by the Funding Lender to act on behalf of the Funding Lender as provided in Section 11.05, or an assignee of such Person as provided in Section 11.05. The initial Funding Lender Representative shall be the Initial Funding Lender, and Freddie Mac shall become the Funding Lender Representative upon the occurrence of the Freddie Mac Purchase Date.

“*Funding Loan*” means the loan in the original principal amount of \$[28,000,000] made to the Governmental Lender pursuant to this Funding Loan Agreement by the Initial Funding Lender.

“*Funding Loan Amortization Schedule*” means the Funding Loan Amortization Schedule attached as Schedule 1 to the Governmental Note.

“*Government Obligations*” means investments meeting the requirements of clause (a) or (b) of the definition of “Qualified Investments” herein.

“*Governmental Lender*” means Housing Options, Inc., a nonprofit public facility corporation organized and existing under the laws of the State of Texas.

“*Governmental Note*” means the Multifamily Note dated the Delivery Date, executed by the Governmental Lender and authenticated by the Fiscal Agent in favor of the Initial Funding Lender, in the form attached hereto as Exhibit A, as the same may be amended, restated, supplemented or otherwise modified from time to time, or any mortgage note executed in substitution therefor, as such substitute note may be amended, restated, supplemented or otherwise modified from time to time.

“*Guide*” means the Freddie Mac Multifamily Seller/Servicer Guide, as the same may be amended, modified or supplemented from time to time.

“*Initial Debt Service Deposit*” means an amount equal to the sum of (i) the interest payable on the Funding Loan, and (ii) the ongoing fees payable with respect to the Project Loan (as provided in Section 4.02 of the Project Loan Agreement), in each case for the period commencing on the Delivery Date to but not including the first day of the calendar month immediately succeeding the Delivery Date.

“*Initial Funding Lender*” means ORIX Real Estate Capital, LLC, dba Lument Capital, as initial holder of the Governmental Note.

“*Interest Payment Date*” means (i) the first day of each calendar month, commencing [\_\_\_\_], 2024, (ii) the date of any prepayment of the Funding Loan, but only with respect to the portion of the Funding Loan subject to prepayment, and (iii) the Maturity Date.

“*Interest Rate*” means the interest rate of \_\_\_% per annum; provided during the continuance of any Event of Default hereunder, the Interest Rate shall be the Default Rate.

“*Investment Income*” means the earnings and profits derived from the investment of money pursuant to Section 4.08 hereof.

“*Loan Payment Fund*” means the Loan Payment Fund established by the Fiscal Agent pursuant to Section 4.01 hereof.

“*Loan Prepayment Fund*” means the Loan Prepayment Fund established by the Fiscal Agent pursuant to Section 4.01 hereof.

“*Loans*” means, together, the Project Loan and the Funding Loan.

“*Maturity Date*” means the maturity date of the Funding Loan set forth in Section 2.01(b) hereof.

“*Moody’s*” means Moody’s Investors Service, Inc., its successors and assigns, if such successors and assigns continue to perform the services of a securities rating agency.

“*Net Proceeds*” when used with respect to any insurance or condemnation award, means the proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all reasonable expenses incurred in the collection of such insurance proceeds or condemnation award, including reasonable attorneys’ fees.

“*Notes*” means, together, the Project Note and the Governmental Note.

“*Ordinary Fiscal Agent’s Fees and Expenses*” means the annual administration fee for the Fiscal Agent’s ordinary fees and expenses in rendering its services under this Funding Loan Agreement during each twelve month period, which fee is equal to (and shall not exceed) \$[\_\_\_\_\_] and shall be payable [semi-]annually [in arrears on] [in advance on the Delivery Date and] each [\_\_\_\_\_] and] [\_\_\_\_\_] [commencing [\_\_\_\_\_]][thereafter].

“*Paying Agent*” means the Person designated to make payments of principal of, Prepayment Premium, if any, and interest on the Funding Loan, to the Funding Lender pursuant to Section 2.12 hereof. The initial Paying Agent shall be the Servicer.

“*Person*” means an individual, a corporation, a partnership, an association, a joint stock company, a joint venture, a trust, an unincorporated association, a limited liability company or a government or any agency or political subdivision thereof, or any other organization or entity (whether governmental or private).

“*Pledged Security*” shall have the meaning given to that term in Section 2.02 hereof.

“*Prepayment Premium*” shall mean any premium payable hereunder in connection with a prepayment of the Funding Loan, which premium shall be in an amount equal to the amount payable by the Borrower under Section 10 of the Project Note in connection with a prepayment of the Project Loan.

*“Principal Office of the Fiscal Agent”* means the office of the Fiscal Agent referenced in Section 11.04(a) hereof, or such other office or offices as the Fiscal Agent may designate in writing from time to time, or the office of any successor Fiscal Agent where it principally conducts its business of serving as Fiscal Agent under indentures pursuant to which municipal or governmental obligations are issued.

*“Project”* means, collectively, the land and residential rental apartment units, and related fixtures, equipment, furnishings and site improvements known as The Oaks located at 630 South Llewellyn Avenue in Dallas, Texas, including the real estate described in the Security Instrument.

*“Project Account”* means the Project Account of the Project Loan Fund established by the Fiscal Agent pursuant to Section 2.11 hereof.

*“Project Loan”* means the loan made by the Governmental Lender to the Borrower pursuant to the Project Loan Agreement in the original principal amount of \$[AMOUNT], as evidenced by the Project Note.

*“Project Loan Agreement”* means the Project Loan Agreement dated as of the date hereof among the Borrower, the Governmental Lender and the Fiscal Agent, as amended, supplemented or restated from time to time.

*“Project Loan Documents”* means the Security Instrument, the Project Note, the Project Loan Agreement, the Tax Regulatory Agreement, the Assignment, the Continuing Covenant Agreement, any Subordination Agreement(s) and any and all other instruments and other documents evidencing, securing, or otherwise relating to the Project Loan or any portion thereof.

*“Project Loan Fund”* means the Project Loan Fund established by the Fiscal Agent pursuant to Section 2.11 hereof.

*“Project Note”* means the Multifamily Note dated the Delivery Date from the Borrower, including all riders and addenda thereto, evidencing the Borrower’s obligation to repay the Project Loan, which Project Note will be delivered to the Governmental Lender and endorsed by the Governmental Lender to the Fiscal Agent as security for the Funding Loan, as the same may be amended, restated, supplemented or otherwise modified from time to time, or any note executed in substitution therefor, as such substitute note may be amended, restated, supplemented or otherwise modified from time to time.

*“Qualified Investments”* means any of the following if and to the extent permitted by law: (a) direct and general obligations of the United States of America; (b) obligations of any agency or instrumentality of the United States of America the payment of the principal of and interest on which are unconditionally guaranteed by the full faith and credit of the United States of America; (c) senior debt obligations of Freddie Mac; (d) senior debt obligations of Fannie Mae; (e) demand deposits or time deposits with, or certificates of deposit issued by, the Fiscal Agent or its affiliates or any bank organized under the laws of the United States of America or any state or the District of Columbia which has combined capital, surplus and undivided profits of not less than \$50,000,000; provided that the Fiscal Agent or such other institution has been rated at least “VMIG-1”/“A-1+” by Moody’s or S&P which deposits or certificates are fully insured by the Federal Deposit Insurance Corporation or collateralized pursuant to the requirements of the Office

of the Comptroller of the Currency; (f) investment agreements with a bank or any insurance company or other financial institution which has a rating assigned by Moody's or S&P to its outstanding long-term unsecured debt which is the highest rating (as defined below) for long-term unsecured debt obligations assigned by Moody's or S&P, and which are approved by the Funding Lender Representative; (g) shares or units in any money market mutual fund rated "Aaa"/"AAA" by Moody's or S&P (or if a new rating scale is implemented, the equivalent rating category given by the Rating Agency for that general category of security) (including mutual funds of the Fiscal Agent or its affiliates or for which the Fiscal Agent or an affiliate thereof serves as investment advisor or provides other services to such mutual fund receives reasonable compensation therefor) registered under the Investment Company Act of 1940, as amended, whose investment portfolio consists solely of (A) direct obligations of the government of the United States of America, or (B) tax exempt obligations; (h)(i) tax-exempt obligations rated in the highest short term rating category by Moody's or S&P, or (ii) shares of a tax-exempt municipal money market mutual fund or other collective investment fund registered under the federal Investment Company Act of 1940, whose shares are registered under the federal Securities Act of 1933, having assets of at least \$100,000,000, and having a rating of "Aaa"/"AAA" by Moody's or S&P (or if a new rating scale is implemented, the equivalent rating category given by the Rating Agency for that general category of security), for which at least 95% of the income paid to the holders on interest in such money market fund will be excludable from gross income under Section 103 of the Code, including money market funds for which the Fiscal Agent or its affiliates receive a fee for investment advisory or other services to the fund; or (i) any other investments approved in writing by the Funding Lender Representative. For purposes of this definition, the "highest rating" shall mean a rating of at least "VMIG-1"/"A-1+" for obligations with less than one year maturity; at least "Aaa"/"VMIG-1"/"AAA"/"A-1+" for obligations with a maturity of one year or greater but less than three years; and at least "Aaa"/"AAA" for obligations with a maturity of three years or greater. Qualified Investments must be limited to instruments that have a predetermined fixed-dollar amount of principal due at maturity that cannot vary or change and interest, if tied to an index, shall be tied to a single interest rate index plus a single fixed spread, if any, and move proportionately with such index.

*"Rating Agency"* means Moody's or S&P, as applicable, or any successor rating service thereof.

*"Rebate Analyst"* means a certified public accountant, financial analyst or bond counsel, or any firm of the foregoing, or financial institution (which may include the Fiscal Agent) experienced in making the arbitrage and rebate calculations required pursuant to Section 148 of the Code, selected and retained by the Borrower at the expense of the Borrower, with the prior written consent of the Governmental Lender, to make the rebate computations required under this Funding Loan Agreement and the Project Loan Agreement.

*"Rebate Fund"* means the Rebate Fund established by the Fiscal Agent pursuant to Section 4.01 hereof.

*"Rebate Year"* means each one-year period that ends at the close of business on the day in the calendar year that is selected by Borrower as indicated in the Tax Certificate. The first and last Rebate Years may be short periods. If no day is selected by Borrower before the earlier of the Maturity Date or the date that is five years after the Delivery Date, each Rebate Year ends on each



anniversary of the Delivery Date and on the Maturity Date or date of earlier payment in full of the Governmental Note.

“*Requisition*” means, with respect to the Project Loan Fund, the requisition in the form of *Exhibit E* to this Funding Loan Agreement required to be submitted in connection with disbursements from the Project Account and/or the Borrower Equity Account of the Project Loan Fund, and with respect to the Cost of Issuance Fund, the requisition in the form of *Exhibit D* to this Funding Loan Agreement required to be submitted in connection with disbursements from the Cost of Issuance Fund.

“*Resolution*” means the resolution adopted by the Governmental Lender authorizing the Funding Loan, the Project Loan and the execution and delivery of the Financing Documents to which it is a party.

“*Responsible Officer*” means any officer of the Fiscal Agent employed within or otherwise having regular responsibility in connection with the corporate trust department of the Fiscal Agent and the trusts created hereunder.

“*Revenue Fund*” means the Revenue Fund established by the Fiscal Agent pursuant to Section 4.01 hereof.

“*Revenues*” means (a) all payments made with respect to the Project Loan pursuant to the Project Loan Agreement, the Project Note or the Security Instrument, including but not limited to all casualty or other insurance benefits and condemnation awards paid in connection therewith and all payments obtained through the exercise of remedies under the Financing Documents, and (b) all money and securities held by the Fiscal Agent in the funds and accounts established pursuant to this Funding Loan Agreement (excluding money or securities designated for deposit into and held in the Cost of Issuance Fund, the Administration Fund and the Rebate Fund), together with all investment earnings thereon.

“*Security Instrument*” means the Multifamily Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of the date hereof, by the Borrower, granting a first priority mortgage and security interest in the Project to the Governmental Lender to secure the repayment of the Project Loan and related obligations, which Security Instrument has been assigned by the Governmental Lender to the Fiscal Agent pursuant to the Assignment as security for the Funding Loan, as the same may be amended, supplemented or restated.

“*S&P*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, and its successors and assigns, if such successors and assigns continue to perform the services of a securities rating agency.

“*Servicer*” means any entity appointed by the Funding Lender Representative to service the Loans and any successor in such capacity as appointed by the Funding Lender Representative pursuant to Section 3.02 of the Project Loan Agreement. Initially, the Servicer shall be ORIX Real Estate Capital, LLC, dba Lument Capital.

“*Settlement Sheet*” means the settlement sheet prepared by the Title Company and executed by the Borrower setting forth the various funds to be collected and disbursed by the Title Company on the Delivery Date.

“*State*” means the State of Texas.

“*Subordination Agreement*” means any subordination or intercreditor agreement(s) entered into with respect to any subordinate financing related to the Project, as the same may be amended, supplemented or restated.

“*Tax Certificate*” means the Federal Tax Certificate delivered by the Governmental Lender on the Delivery Date.

“*Tax Regulatory Agreement*” means the Regulatory and Land Use Restriction Agreement dated as of July 1, 2021 among the Governmental Lender, the Fiscal Agent and the Borrower.

“*Title Company*” means Republic Title, the title company for purposes of the Loans.

“*Transferee Representations Letter*” has the meaning set forth in Section 2.08 hereof.

“*Unassigned Rights*” means all of the rights of the Governmental Lender and its directors, officers, commissioners, elected officials, attorneys, accountants, employees, agents and consultants to be held harmless and indemnified, to be paid its fees and expenses, to give or withhold consent to amendments, changes, modifications and alterations, to receive notices and the right to enforce such rights.

“*Window Period*” means the three (3) consecutive month period prior to the Maturity Date.

**Section 1.02 Interpretation.** The words “hereof,” “herein,” “hereunder,” and other words of similar import refer to this Funding Loan Agreement as a whole and not to any particular Article, Section or other subdivision. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as in effect from time to time. References to Articles, Sections, and other subdivisions of this Funding Loan Agreement are to the designated Articles, Sections and other subdivisions of this Funding Loan Agreement as originally executed. The headings of this Funding Loan Agreement are for convenience only and shall not define or limit the provisions hereof.

## ARTICLE II

### THE FUNDING LOAN

#### Section 2.01 Terms.

(a) The Funding Loan shall be originated and funded on the Delivery Date in the original principal amount of \$[28,000,000] with funds provided to the Governmental Lender by

the Initial Funding Lender. The proceeds of the Funding Loan shall be deposited by the Initial Funding Lender with the Title Company on the Delivery Date on behalf of the Governmental Lender and shall be disbursed in accordance with the Settlement Sheet. The Funding Loan shall be evidenced by the Governmental Note and shall bear interest and be paid in accordance with the payment terms set forth in the Governmental Note and this Funding Loan Agreement.

(b) The Funding Loan shall bear interest payable on each Interest Payment Date at the Interest Rate and shall mature on August 1, 2041, subject to scheduled monthly principal payments as provided in Section 2.01(c) below and optional and mandatory prepayment prior to maturity as provided in Article III hereof. Interest on the Funding Loan shall be computed on the basis of a 360-day year and the actual number of days elapsed.

(c) The unpaid principal balance of the Funding Loan shall be paid on the dates and in the amounts set forth on the Funding Loan Amortization Schedule attached as Schedule 1 to the Governmental Note. All unpaid principal and all accrued and unpaid interest outstanding under the Funding Loan shall be due and payable on the Maturity Date.

(d) Payment of principal of, premium, if any, and interest on the Funding Loan shall be paid by wire transfer in immediately available funds to an account within the United States of America designated by such Funding Lender (unless otherwise directed by the Funding Lender).

(e) Subject to Section 2.12 hereof, on or before the date fixed for payment, money shall be deposited with the Fiscal Agent to pay, and the Fiscal Agent is hereby authorized and directed to apply such money to the payment of, the Funding Loan, together with accrued interest thereon to the date of payment.

(f) In no contingency or event whatsoever shall the aggregate of all amounts deemed interest hereunder and charged or collected pursuant to the terms of this Funding Loan Agreement exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that such court determines the Funding Lender has charged or received interest hereunder in excess of the highest applicable rate, the Funding Lender shall apply, in its sole discretion, and set off such excess interest received by the Funding Lender against other obligations due or to become due under the Financing Documents and such rate shall automatically be reduced to the maximum rate permitted by such law.

**Section 2.02 Pledged Security.** To secure the payment of the principal of, premium, if any, and interest on the Funding Loan according to its tenor and effect, and the performance and observance by the Governmental Lender of all the covenants expressed or implied herein and in the Governmental Note, and the payment and performance of all amounts and obligations under the Continuing Covenant Agreement, the Governmental Lender does hereby grant, bargain, sell, convey, pledge and assign a security interest, unto the Fiscal Agent, and its successors in such capacity and its and their assigns in and to the following (said property being herein referred to as the “**Pledged Security**”) for the benefit of the Funding Lender:

(a) All right, title and interest of the Governmental Lender in and to all Revenues;

(b) All right, title and interest of the Governmental Lender in and to the Project Loan Agreement, the Project Note, the Security Instrument and the other Project Loan Documents (other than the Unassigned Rights), including all extensions and renewals of the terms thereof, if any, including, but without limiting the generality of the foregoing, the present and continuing right to receive, receipt for, collect or make claim for any of the money, income, revenues, issues, profits and other amounts payable or receivable thereunder (including all casualty insurance benefits or condemnation awards), whether payable under the above referenced documents or otherwise, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Governmental Lender or any other Person is or may become entitled to do under said documents; and

(c) Except for funds, money or securities in the Cost of Issuance Fund, the Administration Fund and the Rebate Fund, all funds, money and securities and any and all other rights and interests in property whether tangible or intangible from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Funding Loan by the Governmental Lender or by anyone on its behalf or with its written consent to the Fiscal Agent, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

The foregoing notwithstanding, if the Governmental Lender or its successors or assigns shall pay or cause to be paid to the Funding Lender in full the principal, interest and premium, if any, to become due with respect to the Funding Loan at the times and in the manner provided in Article IX hereof, and if the Governmental Lender shall keep, perform and observe, or cause to be kept, performed and observed, all of its covenants, warranties and agreements contained herein, then these presents and the estate and rights hereby granted shall, at the option of the Governmental Lender, cease, terminate and be void, and thereupon the Fiscal Agent shall cancel and discharge the lien of this Funding Loan Agreement and execute and deliver to the Governmental Lender such instruments in writing as shall be requisite to satisfy the lien hereof, and, subject to the provisions of Sections 4.11 and 4.12 hereof and Article IX hereof, reconvey to the Governmental Lender the estate hereby conveyed, and assign and deliver to the Governmental Lender any property at the time subject to the lien of this Funding Loan Agreement which may then be in its possession, except for the Rebate Fund and cash held by the Fiscal Agent for the payment of interest on and principal of the Governmental Note; otherwise this Funding Loan Agreement to be and shall remain in full force and effect.

**Section 2.03 Limited Obligations.** NOTWITHSTANDING ANY OTHER PROVISION OF THE INDENTURE TO THE CONTRARY, THE ISSUER SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON, THE BONDS SOLELY OUT OF THE TRUST ESTATE. THE BONDS SHALL BE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE TRUST ESTATE. THE BONDS SHALL CONSTITUTE A VALID CLAIM OF THE RESPECTIVE HOLDERS THEREOF AGAINST THE TRUST ESTATE, WHICH IS PLEDGED TO SECURE THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS AND WHICH SHALL BE UTILIZED FOR NO OTHER PURPOSE, EXCEPT AS EXPRESSLY AUTHORIZED IN THE INDENTURE. THE BONDS SHALL NEVER CONSTITUTE AN

INDEBTEDNESS OR GENERAL OBLIGATION OF THE ISSUER, THE STATE OF TEXAS, THE CITY OF DALLAS, THE SPONSOR, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF TEXAS, WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION WHATSOEVER. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY OF DALLAS, THE SPONSOR, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF TEXAS IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE BONDS OR THE INTEREST OR ANY PREMIUM THEREON OR OTHER COSTS INCIDENT THERETO. THE ISSUER HAS NO TAXING POWER.

**Section 2.04 Funding Loan Agreement Constitutes Contract.** In consideration of the origination and funding of the Funding Loan by the Initial Funding Lender, the provisions of this Funding Loan Agreement shall be part of the contract of the Governmental Lender with the Initial Funding Lender and any successors or assigns thereof in such capacity from time to time.

**Section 2.05 Form and Execution.** Simultaneously with the delivery of this Funding Loan Agreement, the Governmental Lender hereby agrees to execute and deliver the Governmental Note. The Governmental Notes shall be substantially in the form set forth in Exhibit A attached hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Funding Loan Agreement. Except for the Initial Note, which shall be numbered I-1, the Governmental Note shall be numbered consecutively from R-1 upwards.

Each Initial Note, registered by the Comptroller, shall be identical to the form of each Governmental Note attached as Exhibit A, except that the following paragraph will not appear in the Initial Notes:

"This Governmental Note shall not be entitled to any benefit under the Funding Loan Agreement or be valid or obligatory for any purpose until the Fiscal Agent shall have executed the Certificate of Authentication appearing hereon."

and the following paragraph shall be added as the second-to-last paragraph to the Initial Notes:

"THIS GOVERNMENTAL NOTE SHALL NOT BE VALID OR BECOME OBLIGATORY for any purpose or be entitled to any benefit or security under the Funding Loan Agreement unless the Comptroller's Registration Certificate hereon has been executed by an authorized representative of the Texas Comptroller of Public Accounts by manual signature."

In lieu of the authentication certificate of the Fiscal Agent, each Initial Note shall contain the following certificate:

**"REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS**

OFFICE OF THE COMPTROLLER OF  
PUBLIC ACCOUNTS

§  
§

REGISTER NO. \_\_\_\_\_

I HEREBY CERTIFY that this Governmental Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Texas Comptroller of Public Accounts.

Witness my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Texas Comptroller of Public Accounts

(SEAL)"

The provisions of Exhibit A may be rearranged or re-ordered for purposes of the Initial Notes.

**Section 2.06 *Mutilated, Lost, Stolen or Destroyed Governmental Note.*** In the event the Governmental Note is mutilated, lost, stolen or destroyed, the Governmental Lender shall execute and the Fiscal Agent shall authenticate a new Governmental Note substantially in the form set forth in *Exhibit A* in exchange and substitution for and upon cancellation of the mutilated Governmental Note or in lieu of and in substitution for such lost, stolen or destroyed Governmental Note, upon payment by the Funding Lender of any applicable tax or governmental charge and the reasonable expenses and charges of the Governmental Lender and the Fiscal Agent in connection therewith, and in the case where the Governmental Note is lost, stolen or destroyed, the filing with the Fiscal Agent of evidence satisfactory to it that the Governmental Note was lost, stolen or destroyed, and of the ownership thereof, and furnishing the Governmental Lender and the Fiscal Agent with indemnity satisfactory to each of them. In the event where the Governmental Note shall have matured, instead of delivering a new Governmental Note the Governmental Lender may pay the same without surrender thereof.

**Section 2.07 *Registration; Transfer of Funding Loan; Transferee Representations Letter.***

(a) The Funding Loan shall be fully registered as to principal and interest in the manner and with any additional designation as the Fiscal Agent deems necessary for the purpose of identifying the registered owner thereof. The Funding Loan shall be transferable only on the registration books of the Fiscal Agent. The Fiscal Agent shall maintain books or other records showing the name and date of registration, address and employer identification number of the registered owner of the Funding Loan and any transfers of the Funding Loan as provided herein. The Funding Loan shall initially be registered to the Initial Funding Lender, and upon the Freddie Mac Purchase Date, shall be registered to Freddie Mac.

(b) The Funding Lender shall have the right to sell, assign or otherwise transfer in whole its interest in the Funding Loan or to grant a participation interest in the Funding Loan in a percentage of not less than twenty-five percent (25%) of the outstanding principal amount of the Funding Loan; provided that the Funding Loan may be transferred, or any participation interest

therein granted, only to an “accredited investor” as that term is defined in Rule 501 of Regulation D under the Securities Act or a “qualified institutional buyer” as that term is defined under Rule 144A of the Securities Act (such “accredited investor” or “qualified institutional buyer” a “Qualified Transferee”) that delivers a letter to the Fiscal Agent substantially in the form attached hereto as **Exhibit C** setting forth certain representations with respect to such Qualified Transferee (the “Transferee Representations Letter”). Notwithstanding the preceding sentence, no Transferee Representations Letter shall be required for the Funding Lender Representative to (i) transfer the Funding Loan to any affiliate or other party related to the Funding Lender that is a Qualified Transferee or (ii) sell or transfer the Funding Loan to a special purpose entity, a trust or a custodial or similar pooling arrangement from which the Funding Loan or securitized interests therein are not expected to be sold or transferred except to (x) owners or beneficial owners thereof that are Qualified Transferees or (y) in circumstances where secondary market credit enhancement is provided for such securitized interests resulting in a rating thereof of at least “A” or better. In connection with any sale, assignment or transfer of the Funding Loan, the Funding Lender shall give notice of such sale, assignment or transfer to the Fiscal Agent and the Fiscal Agent shall record such sale, assignment or transfer on its books or other records maintained for the registration of transfer of the Funding Loan.

**Section 2.08 TEL Securitization; Allocation of Funding Loan Interest.** In accordance with the provisions of Section 2.08 hereof, the Funding Lender may transfer the Funding Loan to a Qualified Transferee in connection with the securitization of the Funding Loan, in which event the Funding Lender Representative may direct the Fiscal Agent to make all future payments with respect to the Funding Loan to the appointed master servicer for that securitization (or an account designated by such master servicer), and the Fiscal Agent shall accept such direction from the Funding Lender Representative. In the event that the Funding Lender transfers the Funding Loan to a Qualified Transferee in accordance with the provisions of Section 2.08 hereof, the Funding Lender Representative may also give notice to the Fiscal Agent that the Funding Lender has agreed to allow the Servicer to retain a portion of the monthly interest payable on the Funding Loan as additional compensation for the servicing of the Funding Loan (“**Additional Servicing Fee**”), which Additional Servicing Fee will equal no more than an annual 2 basis points with respect to the unpaid principal balance of the Governmental Note, in which event the Fiscal Agent shall accept and pay to the Funding Lender such lesser amount of interest received from the Servicer and shall consider such payment to be in full compliance with the terms of the Governmental Note, the Project Note and all other Financing Documents with regard to the interest owed on the Funding Loan.

**Section 2.09 Funding Loan Closing Conditions; Delivery of Governmental Note.** Closing of the Funding Loan on the Delivery Date shall be conditioned upon, and the Governmental Lender shall only execute and deliver to the Fiscal Agent, and the Fiscal Agent shall only authenticate the Governmental Note and deliver the Governmental Note to the Initial Funding Lender upon, receipt by the Fiscal Agent of the following:

- (a) executed counterparts of this Funding Loan Agreement, the Project Loan Agreement, the Tax Regulatory Agreement and the Tax Certificate;
- (b) an opinion of Bond Counsel or counsel to the Governmental Lender to the effect that the Governmental Lender is duly organized and existing under the laws of the

State and has duly authorized, executed and delivered this Funding Loan Agreement, the Governmental Note and the other Financing Documents to which it is a party, and such documents are valid and binding special, limited obligations of the Governmental Lender enforceable in accordance with their terms subject to customary exceptions;

(c) Reserved;

(d) the executed Project Note and an endorsement of the Project Note by the Governmental Lender in favor of the Fiscal Agent;

(e) a copy of the executed Security Instrument, the Assignment and the Continuing Covenant Agreement;

(f) an opinion of counsel to the Borrower subject to customary qualifications and exceptions to the effect that the Borrower is duly organized and validly existing and in good standing under the laws of the state in which it has been organized and in good standing under the laws of each other state in which the Borrower transacts business and has full power and authority to enter into the Financing Documents to which it is a party, that its execution and delivery of and performance of its covenants in such documents do not contravene law or any provision of any other documents to which it is a party or by which it or such property is bound or affected, and that all such agreements have been duly authorized, executed and delivered by the Borrower, and are legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms;

(g) a customary approving opinion of Bond Counsel, including but not limited to an opinion to the effect that the interest on the Governmental Note, under laws in effect on the date of such opinion, is excluded from gross income for federal income tax purposes and, where applicable, for State income tax purposes;

(h) a certified copy of the Resolution;

(i) the written request and authorization to the Fiscal Agent by the Governmental Lender to authenticate and deliver the Governmental Note to the Initial Funding Lender upon funding to the Fiscal Agent of the full amount of the Funding Loan; and

(j) receipt by the Fiscal Agent of the amounts specified in Section 2.11 of this Funding Loan Agreement and Section 3.03 of the Project Loan Agreement.

(k) receipt by the Fiscal Agent of a Transferee Representations Letter from the Initial Funding Lender substantially in the form attached hereto as *Exhibit C*.

**Section 2.10 *Establishment of Project Loan Fund; Application of Funding Loan Proceeds and Other Money.***

(a) The Fiscal Agent shall establish, maintain and hold in trust and there is hereby established with the Fiscal Agent a Project Loan Fund and therein a Project Account and a



Borrower Equity Account. No amount shall be charged against the Project Loan Fund except as expressly provided in this Section 2.11 and Section 4.02 hereof.

(b) The proceeds of the Funding Loan shall be delivered by the Initial Funding Lender to the Title Company on behalf of the Governmental Lender on the Delivery Date to be disbursed in accordance with the Settlement Sheet. A portion of the proceeds of the Funding Loan in the amount of \$[\_\_\_\_\_] shall be delivered by the Title Company to the Fiscal Agent. The Fiscal Agent shall deposit such proceeds received from the Title Company to the credit of the Project Account of the Project Loan Fund. Amounts in the Project Loan Fund shall be disbursed as provided in Section 4.02 hereof. Upon the disbursement of all amounts in the Project Loan Fund, the Fiscal Agent shall close the Project Loan Fund.

(c) The Governmental Lender shall cause the Borrower to deliver from sources other than the Loans, (i) to the Fiscal Agent, on the Delivery Date, the Costs of Issuance Deposit for deposit to the credit of the Cost of Issuance Fund and the Borrower Equity Deposit for deposit to the credit of the Borrower Equity Account, and (ii) to the Servicer the Initial Debt Service Deposit. The Fiscal Agent shall also deposit in the Borrower Equity Account any additional amounts delivered from time to time to the Fiscal Agent and directed by the Borrower or Servicer to be deposited therein, excluding any proceeds of the Loans.

(d) Upon the making of the initial deposits described above in this Section 2.11, the Governmental Lender shall originate the Project Loan pursuant to the Project Loan Agreement the Title Company shall disburse the proceeds thereof as provided in the Settlement Sheet. The Fiscal Agent shall make disbursements of amounts in the Project Loan Fund to the Borrower or otherwise as provided in Section 4.02 hereof[; provided that, prior to making any such disbursements, \$[\_\_\_\_\_] of proceeds of the Project Loan shall be transferred by the Fiscal Agent to the Cost of Issuance Fund without need of a Requisition therefor].

**Section 2.11 *Direct Loan Payments to Funding Lender; Servicer Disbursement of Fees.***

(a) Notwithstanding any provision in this Funding Loan Agreement to the contrary, during any period that a Servicer is engaged with respect to the Loans, the Governmental Lender and the Fiscal Agent agree that all payments of principal of, Prepayment Premium, if any, and interest on the Funding Loan and all fees due hereunder and under the Project Loan Agreement shall be paid by the Borrower to the Servicer. The Servicer shall remit all payments collected from the Borrower of principal of, Prepayment Premium, if any, and interest on the Funding Loan, together with other amounts due to the Funding Lender, directly to the Funding Lender (without payment through the Fiscal Agent) per the instructions of the Funding Lender Representative. The Servicer shall be entitled to retain its Servicing Fee collected from the Borrower and shall remit the Ordinary Fiscal Agent's Fees and Expenses to the Fiscal Agent, together with any other amounts due to the Governmental Lender and the Fiscal Agent collected by the Servicer from the Borrower, in each case in accordance with their respective instructions. Any payment made in accordance with the provisions of this Section shall be accompanied by sufficient information to identify the source and proper application of such payment. The Servicer shall promptly notify the Fiscal Agent, the Funding Lender Representative and the Governmental Lender in writing of any failure of the Borrower to make any payment of principal of, Prepayment Premium, if any,

and interest on the Funding Loan when due or to pay any fees due hereunder or under the Project Loan Agreement, and the Fiscal Agent and the Governmental Lender shall not be deemed to have any notice of such failure unless it has received such notice in writing.

(b) If the Governmental Note is sold or transferred as provided in Section 2.08, the Funding Lender Representative shall notify the Fiscal Agent and the Borrower in writing of the name and address of the transferee.

(c) So long as payments of principal of, Prepayment Premium, if any, and interest on the Governmental Note and all fees due hereunder and under the Project Loan Agreement are being made to the Servicer in accordance with this Section 2.12 and no Event of Default has occurred of which the Fiscal Agent has been given, or been deemed to have, notice thereof pursuant to this Funding Loan Agreement, the Fiscal Agent shall have no obligations to collect loan payments with respect to the Funding Loan, nor shall it be obligated to collect loan payments or fee payments pursuant to the Project Loan Agreement, except at the express written direction of the Funding Lender Representative. Notwithstanding the foregoing, the Funding Lender Representative may elect to have the Fiscal Agent collect and remit loan payments and fee payments hereunder and under the Project Loan Agreement upon written notice of such election to the Fiscal Agent, the Borrower and the Governmental Lender.

### ARTICLE III

#### PREPAYMENT OF THE FUNDING LOAN

##### Section 3.01 *Prepayment of the Funding Loan Prior to Maturity.*

(a) **Optional Prepayment.** The Funding Loan, together with accrued interest thereon, is subject to optional prepayment in whole upon optional prepayment of the Project Loan in accordance with the notice and other prepayment provisions set forth in the Project Note.

(b) **Mandatory Prepayment.** The Funding Loan, together with accrued interest thereon, and together with Prepayment Premium (to the extent payable under the Project Note), is subject to mandatory prepayment on any Business Day, in whole or in part as indicated below, at the earliest practicable date upon the occurrence of any of the following:

(i) in whole or in part, upon the occurrence of a mandatory prepayment of the Project Loan pursuant to Section 10(b) of the Project Note and receipt by the Fiscal Agent of a written direction by the Funding Lender Representative that the Funding Loan shall be subject to mandatory payment as a result thereof; or

(ii) in part, on the Interest Payment Date next following the completion of the construction of the Project, to the extent amounts remaining in the Project Account of the Project Loan Fund are transferred to the Loan Prepayment Fund pursuant to Section 4.02(e) hereof.

**Section 3.02 *Notice of Prepayment.*** Notice of the intended prepayment of the Funding Loan shall be given by the Fiscal Agent by first class mail, postage prepaid, or by overnight

delivery service, to the Funding Lender. All such prepayment notices shall be given not less than ten (10) days (not less than thirty (30) days in the case of optional prepayment) nor more than sixty (60) days prior to the date fixed for prepayment. Notices of prepayment shall state (i) the prepayment date, (ii) the prepayment amount, and (iii) the place or places where amounts due upon such prepayment will be payable.

Notice of such prepayment shall also be sent by first class mail, postage prepaid, or by overnight delivery service, to the Servicer, not later than the time of mailing of notices required by the first paragraph above, and in any event no later than simultaneously with the mailing of notices required by the first paragraph above; provided, that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the prepayment of the Funding Loan.

Notwithstanding the foregoing, in the event the Fiscal Agent is not collecting and remitting loan payments hereunder, the Fiscal Agent shall have no obligation to send prepayment notices pursuant to this Section 3.02.

## ARTICLE IV

### REVENUES AND FUNDS

**Section 4.01 *Pledge of Revenues and Assets; Establishment of Funds.*** The pledge and assignment of and the security interest granted in the Pledged Security pursuant to Section 2.02 hereof shall attach, be perfected and be valid and binding from and after the time of the closing of the Funding Loan and delivery of the Governmental Note by the Fiscal Agent or by any Person authorized by the Fiscal Agent to deliver the Governmental Note. The Pledged Security so pledged and then or thereafter received by the Fiscal Agent shall immediately be subject to the lien of such pledge and security interest without any physical delivery thereof or further act, and the lien of such pledge and security interest shall be valid and binding and prior to the claims of any and all parties having claims of any kind in tort, contract or otherwise against the Governmental Lender irrespective of whether such parties have notice thereof.

In addition to the Project Loan Fund established pursuant to Section 2.11 hereof, the Fiscal Agent shall establish, maintain and hold in trust the following funds and accounts, each of which is hereby established and each of which shall be disbursed and applied only as herein authorized:

- (a) Revenue Fund;
- (b) Loan Payment Fund;
- (c) Loan Prepayment Fund;
- (d) Administration Fund;
- (e) Cost of Issuance Fund; and
- (f) Rebate Fund.

The funds and accounts established pursuant to Section 2.11 and this Section 4.01 shall be maintained in the corporate trust department of the Fiscal Agent as segregated trust accounts, separate and identifiable from all other funds held by the Fiscal Agent. The Fiscal Agent shall, at the written direction of an Authorized Officer of the Governmental Lender, and may, in its discretion, establish such additional accounts within any Fund, and subaccounts within any of the accounts, as the Governmental Lender or the Fiscal Agent may deem necessary or useful for the purpose of identifying more precisely the sources of payments into and disbursements from that Fund and its accounts, or for the purpose of complying with the requirements of the Code relating to arbitrage, but the establishment of any such account or subaccount shall not alter or modify any of the requirements of this Funding Loan Agreement with respect to a deposit or use of money in the funds established hereunder, or result in commingling of funds not permitted hereunder.

#### **Section 4.02 *Project Loan Fund.***

(a) Deposit. The Fiscal Agent shall deposit the proceeds of the Funding Loan into the Project Account of the Project Loan Fund as provided in Section 2.11(b) hereof. The Fiscal Agent shall deposit the Borrower Equity Deposit into the Borrower Equity Account of the Project Loan Fund, as well as any additional amounts delivered from time to time to the Fiscal Agent and directed by the Borrower or Servicer to be deposited therein (excluding any proceeds of the Governmental Note), as provided in Section 2.11(c) hereof.

(b) Disbursements. Amounts on deposit in the Project Loan Fund shall be disbursed from time to time by the Fiscal Agent for the purpose of paying Costs of the Project. In addition, amounts in the Project Loan Fund shall be transferred to the Loan Prepayment Fund, the Rebate Fund and the Borrower at the times and in the manner provided in subsection (e) of this Section 4.02.

(c) Transfers and Requisitions. The Fiscal Agent shall make disbursements from the respective accounts of the Project Loan Fund for purposes described in subsection (b) of this Section 4.02 only upon the receipt of Requisitions signed by an Authorized Officer of the Borrower and countersigned by an Authorized Officer of the Servicer (signifying the consent to the Requisition by the Servicer). The Fiscal Agent shall have no right or duty to determine whether any requested disbursement from the Project Loan Fund complies with the terms, conditions and provisions of the Continuing Covenant Agreement. The countersignature of the Authorized Officer of the Servicer on a Requisition shall be deemed a certification and, insofar as the Fiscal Agent and the Governmental Lender are concerned, constitute conclusive evidence, that all of the terms, conditions and requirements of the Continuing Covenant Agreement applicable to such disbursement have been fully satisfied or waived. The Fiscal Agent shall, immediately upon each receipt of a completed Requisition signed by an Authorized Officer of the Borrower and countersigned by an Authorized Officer of the Servicer, initiate procedures with the provider of a Qualified Investment to make withdrawals as necessary to fund the Requisition.

Notwithstanding anything to the contrary contained herein, no signature of an Authorized Officer of the Borrower shall be required during any period in which a default has occurred and is then continuing under the Loans or any Financing Document (notice of which default has been given in writing by the Funding Lender Representative or the Servicer to the Fiscal Agent and the

Governmental Lender, and the Fiscal Agent shall be entitled to conclusively rely on any such written notice as to the occurrence and continuation of such a default).

(d) If a Requisition signed by an Authorized Officer of the Borrower and countersigned by an Authorized Officer of the Servicer or (as permitted hereunder) solely by an Authorized Officer of the Servicer, is received by the Fiscal Agent, the requested disbursement shall be paid by the Fiscal Agent as soon as practicable, but in no event later than three (3) Business Days following receipt thereof by the Fiscal Agent. Upon final disbursement of all amounts on deposit in the Project Loan Fund, including all interest accrued therein, the Fiscal Agent shall close the Project Loan Fund.

(e) Immediately prior to any mandatory prepayment of the Funding Loan pursuant to Section 3.01(b)(i) hereof, any amount then remaining in the Project Loan Fund shall, at the written direction of the Funding Lender Representative, be transferred to the Loan Prepayment Fund to pay amounts due on the Funding Loan, if any. In addition, any amount remaining in the Project Account of the Project Loan Fund following completion of the construction of the Project in accordance with the Continuing Covenant Agreement, evidenced by an instrument signed by the Funding Lender Representative or the Servicer, shall be transferred to the Loan Prepayment Fund and used to prepay the Funding Loan in accordance with Section 3.01(b)(ii) hereof, unless the Fiscal Agent receives an opinion of Bond Counsel (which shall also be addressed to the Funding Lender Representative) to the effect that a use of such money for other than prepayment of the Funding Loan will not adversely affect the tax exempt status of the Governmental Note; provided, that any amounts in the Project Account of the Project Loan Fund in excess of the amount needed to fund the related prepayment of the Funding Loan shall be transferred to the Rebate Fund. In the event there are funds remaining in the Borrower Equity Account following completion of the construction of the Project in accordance with the Continuing Covenant Agreement [IF APPLICABLE: and the Stabilization Requirements (as defined in the Continuing Covenant Agreement)] have been satisfied, evidenced by an instrument signed by the Funding Lender Representative, and provided no default by the Borrower exists under this Funding Loan Agreement or any Project Loan Document, such funds shall be paid by the Fiscal Agent to the Borrower at the written direction of the Funding Lender Representative or the Servicer.

(f) Amounts on deposit in the Project Loan Fund shall be invested as provided in Section 4.08 hereof. All Investment Income on amounts on deposit in the Project Loan Fund shall be retained in and credited to and become a part of the amounts on deposit in the Project Loan Fund, and shall constitute part of any transfers required by subsection (b) or (e) of this Section 4.02.

#### **Section 4.03 *Application of Revenues.***

(a) All Revenues received by the Fiscal Agent shall be deposited by the Fiscal Agent, promptly upon receipt thereof, to the Revenue Fund, except (i) the proceeds of the Funding Loan received by the Fiscal Agent on the Delivery Date, which shall be applied in accordance with the provisions of Section 2.11 hereof; (ii) as otherwise specifically provided in subsection (c) of this Section 4.03 with respect to certain deposits into the Loan Prepayment Fund; (iii) with respect to Investment Income to the extent required under the terms hereof to be retained in the funds and

accounts to which they are attributable; and (iv) with respect to amounts required to be transferred between funds and accounts as provided in this Article IV.

(b) Subject to Section 2.12 hereof, on each Interest Payment Date or any other date on which payment of principal of or interest on the Funding Loan becomes due and payable, the Fiscal Agent, out of money in the Revenue Fund, shall credit the following amounts to the following funds, but in the order and within the limitations hereinafter indicated with respect thereto, as follows:

**FIRST:** to the Loan Payment Fund, an amount equal to the principal of and interest due on the Funding Loan on such date (including scheduled principal pursuant to the Funding Loan Amortization Schedule); and

**SECOND:** to the Loan Prepayment Fund, an amount equal to the principal and interest due on the Funding Loan on such date with respect to a mandatory prepayment of all or a portion of the Funding Loan pursuant to Section 3.01(b) hereof (other any extraordinary mandatory prepayment as described in Section 4.03(c)(i) or (iii) below).

(c) Promptly upon receipt, the Fiscal Agent shall deposit directly to the Loan Prepayment Fund (i) Net Proceeds representing casualty insurance proceeds or condemnation awards paid as a prepayment of the Project Loan, such amount to be applied to provide for the extraordinary mandatory prepayment of all or a portion of the Funding Loan pursuant to Section 3.01(b)(i) hereof; (ii) funds paid to the Fiscal Agent to be applied to the optional prepayment of all of the Funding Loan pursuant to Section 3.01(a); and (iii) amounts transferred to the Loan Prepayment Fund from the Project Loan Fund pursuant to Section 4.02(e) hereof.

(d) Subject to Section 2.12 hereof, should the amount in the Loan Payment Fund be insufficient to pay the amount due on the Funding Loan on any given Interest Payment Date, the Fiscal Agent shall credit to the Loan Payment Fund the amount of such deficiency by charging the following funds and accounts in the following order of priority: (1) the Revenue Fund; and (2) the Loan Prepayment Fund, except no such charge to the Loan Prepayment Fund shall be made from money to be used to effect a prepayment for which notice of prepayment has been provided for hereunder.

**Section 4.04 Application of Loan Payment Fund.** Subject to Section 2.12 hereof, the Fiscal Agent shall charge the Loan Payment Fund, on each Interest Payment Date, an amount equal to the unpaid interest and principal due on the Funding Loan on such Interest Payment Date as provided in Section 4.03(a) and (b), and shall cause the same to be applied to the payment of such interest and principal when due. Any money remaining in the Loan Payment Fund on any Interest Payment Date after application as provided in the preceding sentence may, to the extent there shall exist any deficiency in the Loan Prepayment Fund to prepay the Funding Loan if called for prepayment on such Interest Payment Date, be transferred to the Loan Prepayment Fund to be applied for such purpose.

On or before each Interest Payment Date, any Investment Income on amounts on deposit in the Loan Payment Fund shall be deposited by the Fiscal Agent in the Revenue Fund.

No amount shall be charged against the Loan Payment Fund except as expressly provided in this Article IV and in Section 6.05 hereof.

**Section 4.05 Application of Loan Prepayment Fund.** Any money credited to the Loan Prepayment Fund shall be applied as set forth in Sections 4.03(b) and 4.03(c) hereof; provided, however, that to the extent any money credited to the Loan Prepayment Fund is in excess of the amount necessary to effect the prepayments described in Sections 4.03(b) and 4.03(c) hereof it shall be applied to make up any deficiency in the Loan Payment Fund on any Interest Payment Date, to the extent money then available in accordance with Section 4.03(d) hereof in the Revenue Fund is insufficient to make up such deficiency; provided that no money to be used to effect a prepayment for which a notice of prepayment has been provided shall be so transferred to the Loan Payment Fund.

On or before each Interest Payment Date, any Investment Income on amounts on deposit in the Loan Prepayment Fund shall be credited by the Fiscal Agent to the Revenue Fund.

No amount shall be charged against the Loan Prepayment Fund except as expressly provided in this Article IV and in Section 6.05 hereof.

**Section 4.06 Administration Fund.** Subject to Section 2.12 hereof, the Fiscal Agent shall deposit into the Administration Fund, promptly upon receipt thereof, all amounts received from the Servicer (or the Borrower if no Servicer exists for the Loans) designated for deposit into such fund. Amounts in the Administration Fund shall be withdrawn or maintained, as appropriate, by the Fiscal Agent and used **FIRST**, to pay to the Fiscal Agent when due the Ordinary Fiscal Agent's Fees and Expenses; **SECOND**, to pay when due the reasonable fees and expenses of a Rebate Analyst in connection with the computations relating to arbitrage rebate required under this Funding Loan Agreement and the Project Loan Agreement, upon receipt of an invoice from the Rebate Analyst; **THIRD**, to pay to the Fiscal Agent any Extraordinary Fiscal Agent's Fees and Expenses due and payable from time to time, as set forth in an invoice submitted to the Borrower and the Servicer; **FOURTH**, to pay to the Governmental Lender any extraordinary expenses it may incur in connection with the Loans or this Funding Loan Agreement from time to time, as set forth in an invoice submitted to the Fiscal Agent and the Servicer; **FIFTH**, to pay to the Funding Lender Representative any unpaid amounts due under the Continuing Covenant Agreement, as certified in writing by the Funding Lender Representative to the Fiscal Agent; **SIXTH**, to make up any deficiency in the Loan Prepayment Fund on any prepayment date of the Funding Loan, to the extent money then available in accordance with Section 4.03(d) hereof in the Loan Prepayment Fund is insufficient to prepay the Funding Loan scheduled for prepayment on such prepayment date; and **SEVENTH**, to transfer any remaining balance after application as aforesaid to the Revenue Fund.

In the event that the amounts on deposit in the Administration Fund are not equal to the amounts payable from the Administration Fund as provided in the preceding paragraph on any date on which such amounts are due and payable, the Fiscal Agent shall give notice to the Borrower and the Servicer of such deficiency and of the amount of such deficiency and request payment within two (2) Business Days to the Fiscal Agent of the amount of such deficiency. Upon payment by the Borrower or the Servicer of such deficiency, the amounts for which such deficiency was requested shall be paid by the Fiscal Agent.

On or before each Interest Payment Date, any Investment Income on amounts on deposit in the Administration Fund not needed to pay the foregoing amounts shall be credited by the Fiscal Agent to the Revenue Fund.

No amount shall be charged against the Administration Fund except as expressly provided in this Article IV and Section 6.05 hereof.

**Section 4.07 *Reserved.***

**Section 4.08 *Investment of Funds.*** The money held by the Fiscal Agent shall constitute trust funds for the purposes hereof. Any money attributable to each of the funds and accounts hereunder shall be, except as otherwise expressly provided herein, invested by the Fiscal Agent, at the written direction of the Borrower (or, in the case of the Rebate Fund, as provided in Section 5.07(b)), in Qualified Investments which mature or shall be subject to prepayment or withdrawal at par without penalty on or prior to the earlier of (i) six months from the date of investment and (ii) the date such money is needed; provided, that if the Fiscal Agent shall have entered into any investment agreement requiring investment of money in any fund or account hereunder in accordance with such investment agreement and if such investment agreement constitutes a Qualified Investment, such money shall be invested in accordance with such requirements. In the absence of written direction from the Borrower, the Fiscal Agent shall invest amounts on deposit in the funds and accounts established under this Funding Loan Agreement in [INSERT A MONEY MARKET FUND OF THE FISCAL AGENT THAT IS A QUALIFIED INVESTMENT]. The Fiscal Agent may purchase from or sell to itself or an affiliate, as principal or agent, securities herein authorized. The Fiscal Agent shall be entitled to assume, absent receipt by the Fiscal Agent of written notice to the contrary, that any investment which at the time of purchase is a Qualified Investment remains a Qualified Investment thereafter.

Qualified Investments representing an investment of money attributable to any fund or account shall be deemed at all times to be a part of said fund or account, and, except as otherwise may be provided expressly in other Sections hereof, the interest thereon and any profit arising on the sale thereof shall be credited to the Revenue Fund, and any loss resulting on the sale thereof shall be charged against the Revenue Fund. Such investments shall be sold at the best price obtainable (at least par) whenever it shall be necessary so to do in order to provide money to make any transfer, withdrawal, payment or disbursement from said fund or account. In the case of any required transfer of money to another such fund or account, such investments may be transferred to that fund or account in lieu of the required money if permitted hereby as an investment of money in that fund or account. The Fiscal Agent shall not be liable or responsible for any loss resulting from any investment made in accordance herewith.

The Governmental Lender acknowledges that to the extent that regulations of the Comptroller of the Currency or other applicable regulatory agency grant the Governmental Lender the right to receive brokerage confirmations of the security transactions as they occur, to the extent permitted by law, the Governmental Lender specifically waives compliance with 12 C.F.R. 12 and hereby notifies the Fiscal Agent hereunder, that no brokerage confirmations need be sent relating to the security transactions as they occur.



In computing for any purpose hereunder the amount in any fund or account on any date, obligations so purchased shall be valued at Fair Market Value.

**Section 4.09 *Reserved.***

**Section 4.10 *Accounting Records.*** The Fiscal Agent shall maintain accurate books and records for all funds and accounts established hereunder.

**Section 4.11 *Amounts Remaining in Funds.*** After full payment of the Funding Loan (or provision for payment thereof having been made in accordance with Section 9.01 hereof) and full payment of the fees, charges and expenses of the Governmental Lender, the Fiscal Agent, the Rebate Analyst, the Funding Lender and the Servicer and other amounts required to be paid hereunder or under any Project Loan Document, including, but not limited to, the Continuing Covenant Agreement (as certified in writing to the Fiscal Agent by the Governmental Lender with respect to amounts due to the Governmental Lender and by the Funding Lender Representative or the Servicer on its behalf with respect to amounts owed under the Continuing Covenant Agreement and by the Rebate Analyst with respect to amounts due to the Rebate Analyst), any amounts remaining in any fund or account hereunder other than the Rebate Fund shall be paid to the Borrower.

**Section 4.12 *Rebate Fund; Compliance with Tax Certificate.***

(a) The Fiscal Agent shall maintain the Rebate Fund, for the benefit of all persons who are or have at any time been owners of the Governmental Notes, at all times prior to the final payment to the United States of America of the amounts described in Subsection (c) of this Section which funds shall not be part of the Security established hereunder. The money deposited to the Rebate Fund, together with all investments thereof and investment income therefrom, shall be held in trust separately and apart from the other funds held under this Funding Loan Agreement and applied solely as provided in this Section, unless in the opinion of governmental lender counsel failure to make such application will not adversely affect any exclusion from gross income of interest on the Governmental Notes under the Code.

(b) The Fiscal Agent shall deposit or transfer to the credit of the account of the Rebate Fund each amount delivered to the Fiscal Agent by the Borrower for deposit thereto and each amount directed by the Borrower to be transferred thereto. The Fiscal Agent shall credit all earnings and debit all losses from the investment of money held for the account of the Rebate Fund to such fund. The Fiscal Agent shall furnish to the Borrower all information reasonably requested by the Borrower with respect to the Governmental Notes and investment of funds and accounts maintained by the Fiscal Agent hereunder.

(c) Within 30 days after each Computation Date, the Fiscal Agent, on behalf of the Governmental Lender, shall withdraw from the Rebate Fund and pay to the United States of America the appropriate portion of the Rebate Amount (determined by the Rebate Analyst on behalf of the Borrower) in the installments, to the place and in the manner required by section 148(f) of the Code, the Regulations, and rulings thereunder as instructed by the Borrower or its legal counsel and as provided in subsection (iii) below. The Fiscal Agent shall have no obligation to pay any amounts required to be rebated pursuant to this Section other than from moneys held in

the Funds created under this Funding Loan Agreement or from other moneys provided to it by the Borrower.

(i) Within five days after receipt from the Borrower or the Rebate Analyst of written notification of any amount due to the United States of America pursuant to Section 1.148-3(h) of the Regulations accompanied by relevant IRS forms including IRS Form 8038-T, the Fiscal Agent shall withdraw from the Rebate Fund an amount which when added to all prior payments to the United States of America equals the correct appropriate portion of the Rebate Amount, plus any penalties and interest and pay such correction amount to the United States of America.

(ii) All payments to the United States of America pursuant to this subsection shall be made by the Fiscal Agent for the account and in the name of the Governmental Lender and shall be paid by draft posted by certified United States Mail (return receipt requested), addressed to the appropriate Internal Revenue Service Center (and, if appropriate, accompanied by the relevant Internal Revenue Service Form, such as Form 8038-T or such other statements, explanations or forms required pursuant to the Regulations or other Internal Revenue Service promulgations).

(d) The Fiscal Agent shall preserve all statements, forms, and explanations received from the Borrower or the Governmental Lender pursuant to this Section and all records of transactions in the Rebate Fund until six years after the discharge of the Governmental Notes.

(e) The Fiscal Agent may conclusively rely on the information provided, instructions of and forms prepared by the Borrower or the Rebate Analyst with regard to any actions to be taken by it, including payments to be made, pursuant to this Section and shall have no liability for any consequences of any failure of the Borrower or Rebate Analyst to supply accurate or sufficient instructions or to compute correctly any payment due pursuant to this Section. The Fiscal Agent shall have no responsibility or duty to perform any rebate calculation or to expend its own funds to make any rebate payments.

(f) If at any time during the term of this Funding Loan Agreement, the Borrower, the Governmental Lender or the Fiscal Agent desires to take any action which would otherwise be prohibited by the terms of this Section, such Person shall be permitted to take such action if it shall first obtain and provide at the expense of the Borrower to the other Persons named herein an Approving Opinion of Tax Counsel to the effect that such action shall not adversely affect the exclusion of interest on the Governmental Note from gross income of the Noteowner for Federal income tax purposes and shall be in compliance with the laws of the State.

(g) Notwithstanding any provision of this Funding Loan Agreement or the other Funding Loan Documents, the Fiscal Agent shall not be liable or responsible for any method of calculation, or any calculation or determination which may be required in connection with or for the purpose of complying with Section 148 of the Code or any successor statute or any regulation, ruling, or other judicial or administrative interpretation thereof, including, without limitation, the calculation of amounts required to be paid the United States of America or the determination of the maximum amount which may be invested in Nonpurpose Investments having a higher yield than the yield on the Governmental Notes, in connection with any such investments. The method

of calculation and determination required by section 148 of the Code shall be accomplished by a Rebate Analyst engaged by the Borrower. The Fiscal Agent shall not be liable or responsible for the negligence or misconduct of the Rebate Analyst. The Fiscal Agent shall not be liable or responsible for monitoring the compliance by the Borrower or the Governmental Lender of any of the requirements of Section 148 of the Code or any applicable regulation, ruling, or other judicial or administrative interpretation thereof (except for the administrative functions described in this Section and in this Funding Loan Agreement), it being acknowledged and agreed that the sole obligation of the Fiscal Agent in this regard shall be (i) to invest the moneys received by the Fiscal Agent pursuant to the written instructions of the Borrower in the specific investments identified by the Borrower or, in the absence of such identification, to make investments as otherwise provided herein and to disburse said moneys in accordance with the terms of this Funding Loan Agreement and (ii) to follow instructions contained in this Section and in this Funding Loan Agreement. The Fiscal Agent shall not be liable for the Governmental Notes becoming "arbitrage bonds" within the meaning of the Code, as a result of investments it makes in compliance with the instructions it receives or pursuant to or in compliance with the terms of this Funding Loan Agreement.

Any provision hereof to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien hereunder.

**Section 4.13 *Cost of Issuance Fund.*** The Fiscal Agent shall use money on deposit to the credit of the Cost of Issuance Fund to pay the costs of issuance on the Delivery Date or as soon as practicable thereafter in accordance with a Requisition in the form of Exhibit D to be given to the Fiscal Agent by the Borrower on the Delivery Date, along with appropriate invoices for such expenses. Amounts in the Cost of Issuance Fund funded with proceeds of the Funding Loan, if any, shall be expended prior to the application of the Costs of Issuance Deposit. Investment Income on amounts on deposit in the Cost of Issuance Fund shall be retained in such fund. Amounts remaining on deposit in the Cost of Issuance Fund six (6) months after the Delivery Date shall be transferred to the Borrower. Upon such final disbursement, the Fiscal Agent shall close the Cost of Issuance Fund.

**Section 4.14 *Reports From the Fiscal Agent.*** The Fiscal Agent shall, on or before the fifteenth (15<sup>th</sup>) day of each month, file with the Funding Lender Representative, the Servicer, the Governmental Lender (at its written request) and the Borrower a statement setting forth in respect of the preceding calendar month:

- (i) the amount withdrawn or transferred by it, and the amount deposited within or on account of each fund and account held by it under the provisions of this Funding Loan Agreement, including the amount of investment income on each fund and account;
- (ii) the amount on deposit with it at the end of such month to the credit of each fund and account;
- (iii) a brief description of all obligations held by it as an investment of money in each such fund and account; and

(iv) any other information which the Funding Lender Representative or the Governmental Lender may reasonably request and to which the Fiscal Agent has access in the ordinary course of its operations.

Upon the written request of the Funding Lender, the Fiscal Agent, at the cost of the Borrower, shall provide a copy of such statement to Funding Lender. All records and files pertaining to the Pledged Security shall be open at all reasonable times to the inspection of the Governmental Lender and the Funding Lender Representative or the Servicer and their agents and representatives upon reasonable prior notice during normal business hours.

## ARTICLE V

### GENERAL COVENANTS AND REPRESENTATIONS

**Section 5.01 *Payment of Principal and Interest.*** The Governmental Lender covenants that it will promptly pay or cause to be paid, but only from the sources identified herein, sufficient amounts to provide for the payment of the principal of, premium, if any, and interest on the Funding Loan at the place, on the dates and in the manner provided herein and in the Governmental Note, according to the true intent and meaning thereof.

**Section 5.02 *Performance of Covenants.*** The Governmental Lender covenants that it will faithfully perform at all times any and all of its covenants, undertakings, stipulations and provisions contained in this Funding Loan Agreement, in the Governmental Note and in all proceedings pertaining thereto.

**Section 5.03 *Instruments of Further Assurance.*** The Governmental Lender covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such supplements hereto, and such further acts, instruments and transfers as may be reasonably required for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Fiscal Agent all and singular its interest in the property herein described and the revenues, receipts and other amounts pledged hereby to the payment of the principal of, premium, if any, and interest on the Funding Loan. Any and all interest in property hereafter acquired which is of any kind or nature herein provided to be and become subject to the lien hereof shall and without any further conveyance, assignment or act on the part of the Governmental Lender or the Fiscal Agent, become and be subject to the lien of this Funding Loan Agreement as fully and completely as though specifically described herein, but nothing in this sentence contained shall be deemed to modify or change the obligations of the Governmental Lender under this Section 5.03. The Governmental Lender covenants and agrees that, except as herein otherwise expressly provided, it has not and will not sell, convey, mortgage, encumber or otherwise dispose of any part of its interest in the Pledged Security or the revenues or receipts therefrom.

The Governmental Lender will promptly notify the Fiscal Agent, the Funding Lender Representative and the Servicer in writing of the occurrence of any of the following:

(i) the submission of any claim or the initiation of any legal process, litigation or administrative or judicial investigation against the Governmental Lender with respect to the Loans;

(ii) any change in the location of the Governmental Lender's principal office or any change in the location of the Governmental Lender's books and records relating to the transactions contemplated hereby;

(iii) the occurrence of any default or Event of Default of which the Governmental Lender has actual knowledge;

(iv) the commencement of any proceedings or any proceedings instituted by or against the Governmental Lender in any federal, state or local court or before any governmental body or agency, or before any arbitration board, relating to the Notes; or

(v) the commencement of any proceedings by or against the Governmental Lender under any applicable bankruptcy, reorganization, liquidation, rehabilitation, insolvency or other similar law now or hereafter in effect or of any proceeding in which a receiver, liquidator, conservator, trustee or similar official shall have been, or may be, appointed or requested for the Governmental Lender or any of its assets relating to the Loans.

**Section 5.04 *Inspection of Project Books.*** The Governmental Lender covenants and agrees that all books and documents in its possession relating to the Project shall, upon reasonable prior notice, during normal business hours, be open to inspection and copying by such accountants or other agents as the Fiscal Agent or the Funding Lender Representative may from time to time reasonably designate.

**Section 5.05 *No Modification of Security; Additional Indebtedness.*** The Governmental Lender covenants to and for the benefit of the Funding Lender that it will not, without the prior written consent of the Funding Lender Representative, take any of the following actions:

(i) alter, modify or cancel, or agree to consent to alter, modify or cancel any agreement to which the Governmental Lender is a party, or which has been assigned to the Governmental Lender, and which relates to or affects the security for the Loans or the payment of any amount owed under the Financing Documents; or

(ii) create or suffer to be created any lien upon the Pledged Security or any part thereof other than the lien created hereby and by the Security Instrument.

**Section 5.06 *Damage, Destruction or Condemnation.*** Net Proceeds resulting from casualty to or condemnation of the Project shall be applied as provided in the Continuing Covenant Agreement and, to the extent consistent therewith, Section 3.01(b)(i) hereof.

**Section 5.07 *Tax Covenants.***

(a) ***Governmental Lender's Covenants.*** The Governmental Lender covenants to and for the benefit of the Funding Lender that it will:

(i) neither make or use nor cause to be made or used any investment or other use of the proceeds of the Funding Loan or the money and investments held in the funds and accounts in any manner which would cause the Governmental Note to be an "arbitrage

bond” under Section 148 of the Code and the Regulations issued under Section 148 of the Code (the “**Regulations**”) or which would otherwise cause the interest payable on the Governmental Note to be includable in gross income for federal income tax purposes;

(ii) enforce or cause to be enforced all obligations of the Borrower under the Tax Regulatory Agreement in accordance with its terms and seek to cause the Borrower to correct any violation of the Tax Regulatory Agreement within a reasonable period after it first discovers or becomes aware of any such violation;

(iii) not take or cause to be taken any other action or actions, or fail to take any action or actions, if the same would cause the interest payable on the Governmental Note to be includable in gross income for federal income tax purposes;

(iv) at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Governmental Lender on the Funding Loan will be excluded from the gross income for federal income tax purposes, of the Funding Lender pursuant to the Code, except in the event where the Funding Lender is a “substantial user” of the facilities financed with the Loans or a “related person” within the meaning of the Code; and

(v) not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Governmental Note to be “federally guaranteed” within the meaning of Section 149(b) of the Code and the Regulations.

In furtherance of the covenants in this Section 5.07, the Governmental Lender and the Borrower shall execute, deliver and comply with the provisions of the Tax Certificate, which is by this reference incorporated into this Funding Loan Agreement and made a part of this Funding Loan Agreement as if set forth in this Funding Loan Agreement in full, and by its acceptance of this Funding Loan Agreement the Fiscal Agent acknowledges receipt of the Tax Certificate and acknowledges its incorporation into this Funding Loan Agreement by this reference and agrees to comply with the terms specifically applicable to it.

(b) *Fiscal Agent’s Covenants.* The Fiscal Agent agrees that it will invest funds held under this Funding Loan Agreement in accordance with the covenants and terms of this Funding Loan Agreement and the Tax Certificate (this covenant shall extend through the term of the Funding Loan, to all funds and accounts created under this Funding Loan Agreement and all money on deposit to the credit of any such fund or account). The Fiscal Agent covenants to and for the benefit of the Funding Lender that, notwithstanding any other provisions of this Funding Loan Agreement or of any other Financing Document, it will not knowingly make or cause to be made any investment or other use of the money in the funds or accounts created hereunder which would cause the Governmental Note to be classified as an “arbitrage bond” within the meaning of Sections 103(b) and 148 of the Code or would cause the interest on the Governmental Note to be includable in gross income for federal income tax purposes; provided that the Fiscal Agent shall be deemed to have complied with such requirements and shall have no liability to the extent it follows the written directions of the Borrower, the Governmental Lender, the Funding Lender Representative, Bond Counsel or the Rebate Analyst. This covenant shall extend, throughout the

term of the Funding Loan, to all funds created under this Funding Loan Agreement and all money on deposit to the credit of any such fund. Pursuant to this covenant, with respect to the investments of the funds and accounts under this Funding Loan Agreement, the Fiscal Agent obligates itself to comply throughout the term of the Funding Loan with the requirements of Sections 103(b) and 148 of the Code; provided that the Fiscal Agent shall be deemed to have complied with such requirements and shall have no liability to the extent it follows the written directions of the Borrower, the Governmental Lender, Bond Counsel or the Rebate Analyst. The Fiscal Agent further covenants that should the Governmental Lender or the Borrower file with the Fiscal Agent (it being understood that neither the Governmental Lender nor the Borrower has an obligation to so file), or should the Fiscal Agent receive, an opinion of Bond Counsel to the effect that any proposed investment or other use of proceeds of the Funding Loan would cause the Governmental Note to become an "arbitrage bond," then the Fiscal Agent will comply with any written instructions of the Governmental Lender, the Borrower, the Funding Lender Representative or Bond Counsel regarding such investment (which shall, in any event, be a Qualified Investment) or use so as to prevent the Governmental Note from becoming an "arbitrage bond," and the Fiscal Agent will bear no liability to the Governmental Lender, the Borrower, the Funding Lender or the Funding Lender Representative for investments made in accordance with such instructions.

**Section 5.08 *Representations and Warranties of the Governmental Lender.*** The Governmental Lender hereby represents and warrants as follows:

(a) The Governmental Lender is a nonprofit public facility corporation duly organized, validly existing and in good standing under the laws of the State.

(b) The Governmental Lender has all necessary power and authority to issue the Governmental Note and to execute and deliver this Funding Loan Agreement, the Project Loan Agreement and the other Financing Documents to which it is a party, and to perform its duties and discharge its obligations hereunder and thereunder.

(c) The revenues and assets pledged for the repayment of the Funding Loan are and will be free and clear of any pledge, lien or encumbrance prior to, or equal with, the pledge created by this Funding Loan Agreement, and all action on the part of the Governmental Lender to that end has been duly and validly taken.

(d) The Financing Documents to which the Governmental Lender is a party have been validly authorized, executed and delivered by the Governmental Lender, and assuming due authorization, execution and delivery by the other parties thereto, constitute valid and binding obligations of the Governmental Lender, enforceable against the Governmental Lender in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally and the application of equitable principles.

## ARTICLE VI

### DEFAULT PROVISIONS AND REMEDIES OF FISCAL AGENT AND FUNDING LENDER

**Section 6.01 *Events of Default.*** Each of the following shall be an event of default with respect to the Funding Loan (an “Event of Default”) under this Funding Loan Agreement:

(a) failure to pay the principal of, premium, if any, or interest on the Funding Loan when due, whether on an Interest Payment Date, at the stated maturity thereof, by proceedings for prepayment thereof, by acceleration or otherwise; or

(b) failure to observe the covenants set forth in Section 5.05 hereof; or

(c) failure to observe or perform any of the covenants, agreements or conditions on the part of the Governmental Lender (other than those set forth in Sections 5.01 and 5.05 hereof) set forth in this Funding Loan Agreement or in the Governmental Note and the continuance thereof for a period of thirty (30) days (or such longer period, if any, as is specified herein for particular defaults) after written notice thereof to the Governmental Lender from the Fiscal Agent or the Funding Lender Representative specifying such default and requiring the same to be remedied; provided that if such default cannot be cured within such thirty (30) day period through the exercise of diligence and the Governmental Lender commences the required cure within such thirty (30) day period and continues the cure with diligence and the Governmental Lender reasonably anticipates that the default could be cured within sixty (60) days, the Governmental Lender shall have sixty (60) days following receipt of such notice to effect the cure; or

(d) receipt by the Fiscal Agent of written notice from the Funding Lender Representative of the occurrence of an “Event of Default” under the Project Loan Agreement or the Continuing Covenant Agreement.

The Fiscal Agent will promptly notify the Governmental Lender, the Servicer, the Class B Limited Partner and the Funding Lender Representative after a Responsible Officer obtains actual knowledge of the occurrence of an Event of Default or obtains actual knowledge of the occurrence of an event which would become an Event of Default with the passage of time or the giving of notice or both.

#### **Section 6.02 *Acceleration; Other Remedies Upon Event of Default.***

Upon the occurrence of an Event of Default, the Fiscal Agent shall, upon the written request of the Funding Lender Representative, by notice in writing delivered to the Governmental Lender, declare the principal of the Funding Loan and the interest accrued thereon immediately due and payable, and interest shall continue to accrue thereon until such amounts are paid.

At any time after the Funding Loan shall have been so declared due and payable, and before any judgment or decree for the payment of the money due shall have been obtained or entered, the Fiscal Agent may, but only if directed in writing by the Funding Lender Representative, by written notice to the Governmental Lender and the Fiscal Agent, rescind and annul such declaration and



its consequences if the Governmental Lender or the Borrower shall pay to or deposit with the Fiscal Agent a sum sufficient to pay all principal on the Funding Loan then due (other than solely by reason of such declaration) and all unpaid installments of interest (if any) on the Funding Loan then due, with interest at the rate borne by the Funding Loan on such overdue principal and (to the extent legally enforceable) on such overdue installments of interest, and the reasonable fees and expenses of the Fiscal Agent (including its counsel) shall have been made good or cured or adequate provision shall have been made therefor, and all outstanding amounts then due and unpaid under the Financing Documents (collectively, the “**Cure Amount**”) shall have been paid in full, and all other defaults hereunder shall have been made good or cured or waived in writing by the Funding Lender Representative; but no such rescission and annulment shall extend to or shall affect any subsequent default, nor shall it impair or exhaust any right or power consequent thereon.

Upon the occurrence and during the continuance of an Event of Default, the Fiscal Agent in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the Funding Lender, may also proceed to protect and enforce any rights of the Fiscal Agent and, to the full extent that the Funding Lender itself might do, the rights of the Funding Lender under the laws of the State or under this Funding Loan Agreement by such of the following remedies as the Fiscal Agent shall deem most effectual to protect and enforce such rights; provided that, the Fiscal Agent may undertake any such remedy only upon the receipt of the prior written consent of the Funding Lender Representative (which consent may be given in the sole discretion of the Funding Lender Representative):

(i) by mandamus or other suit, action or proceeding at law or in equity, to enforce the payment of the principal of, premium, if any, or interest on the Funding Loan and to require the Governmental Lender to carry out any covenants or agreements with or for the benefit of the Funding Lender and to perform its duties under the Act, this Funding Loan Agreement, the Project Loan Agreement or the Tax Regulatory Agreement (as applicable) to the extent permitted under the applicable provisions thereof;

(ii) by pursuing any available remedies under the Project Loan Agreement, the Tax Regulatory Agreement or any other Financing Document;

(iii) by realizing or causing to be realized through sale or otherwise upon the security pledged hereunder; and

(iv) by action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the Funding Lender and execute any other papers and documents and do and perform any and all such acts and things as may be necessary or advisable in the opinion of the Fiscal Agent in order to have the claim of the Funding Lender against the Governmental Lender allowed in any bankruptcy or other proceeding.

No remedy by the terms of this Funding Loan Agreement conferred upon or reserved to the Fiscal Agent or to the Funding Lender is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Fiscal Agent or the Funding Lender hereunder or under the Project Loan Agreement, the Tax Regulatory Agreement, the Continuing Covenant Agreement or any other Financing

Document, as applicable, or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder, whether by the Fiscal Agent or the Funding Lender, shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereto.

**Section 6.03 *Funding Lender Representative Control of Proceedings.*** If an Event of Default has occurred and is continuing, notwithstanding anything to the contrary herein, the Funding Lender Representative shall have the sole and exclusive right at any time to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Funding Loan Agreement, or for the appointment of a receiver or any other proceedings hereunder, in accordance with the provisions of law and of this Funding Loan Agreement. In addition, the Funding Lender Representative shall have the sole and exclusive right at any time to directly enforce all rights and remedies hereunder and under the other Financing Documents with or without the involvement of the Fiscal Agent or the Governmental Lender (and in connection therewith the Fiscal Agent shall transfer or assign to the Funding Lender Representative all of its interest in the Pledged Security at the request of the Funding Lender Representative). In no event shall the exercise of any of the foregoing rights result in an acceleration of the Funding Loan without the express direction of the Funding Lender Representative.

**Section 6.04 *Waiver by Governmental Lender.*** Upon the occurrence of an Event of Default, to the extent that such right may then lawfully be waived, neither the Governmental Lender nor anyone claiming through or under it shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or prepayment laws now or hereinafter in force, in order to prevent or hinder the enforcement of this Funding Loan Agreement; and the Governmental Lender, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisal and prepayment to which it may be entitled under the laws of the State and the United States of America.

**Section 6.05 *Application of Money After Default.*** All money collected by the Fiscal Agent at any time pursuant to this Article shall, except to the extent, if any, otherwise directed by a court of competent jurisdiction, be credited by the Fiscal Agent to the Revenue Fund. Such money so credited to the Revenue Fund and all other money from time to time credited to the Revenue Fund shall at all times be held, transferred, withdrawn and applied as prescribed by the provisions of Article IV hereof and this Section 6.05.

In the event that at any time the money credited to the Revenue Fund, the Loan Payment Fund and the Loan Prepayment Fund available for the payment of interest or principal then due with respect to the Governmental Note shall be insufficient for such payment, such money shall be applied as follows and in the following order of priority:

- (a) For payment of all amounts due to the Fiscal Agent incurred in performance of its duties under this Funding Loan Agreement, including, without limitation, the

payment of all reasonable fees and expenses of the Fiscal Agent incurred in exercising any remedies under this Funding Loan Agreement.

(b) To the extent directed in writing by the Funding Lender Representative, to the reimbursement of any unreimbursed advances made by or on behalf of the Funding Lender pursuant to the Continuing Covenant Agreement or the Security Instrument.

(c) Unless the full principal amount of the Funding Loan shall have become or have been declared due and payable:

**FIRST:** to the Funding Lender, all installments of interest then due on the Funding Loan in the order of the maturity of such installments; and

**SECOND:** to the Funding Lender, unpaid principal of and premium, if any, on the Funding Loan which shall have become due, whether at maturity or by call for prepayment, in the order in which they became due and payable.

(d) If the full principal amount of the Governmental Note shall have become or have been declared due and payable, to the Funding Lender for the payment of the principal of, premium, if any, and interest then due and unpaid on the Funding Loan without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest.

**Section 6.06 Remedies Not Exclusive.** No right or remedy conferred upon or reserved to the Fiscal Agent, the Funding Lender or the Funding Lender Representative by the terms of this Funding Loan Agreement is intended to be exclusive of any other right or remedy, but each and every such remedy shall be cumulative and shall be in addition to every other right or remedy given to the Fiscal Agent, the Funding Lender or the Funding Lender Representative under this Funding Loan Agreement or existing at law or in equity or by statute (including the Act).

**Section 6.07 Fiscal Agent May Enforce Rights Without Governmental Note.** All rights of action and claims, including the right to file proof of claims, under this Funding Loan Agreement may be prosecuted and enforced by the Fiscal Agent at the written direction of the Funding Lender Representative without the possession of the Governmental Note or the production thereof in any trial or other proceedings relating thereto. Subject to the rights of the Funding Lender Representative to direct proceedings hereunder, any such suit or proceeding instituted by the Fiscal Agent shall be brought in its name as Fiscal Agent without the necessity of joining as plaintiffs or defendants any Funding Lender, and any recovery or judgment shall be for the benefit as provided herein of the Funding Lender.

**Section 6.08 Reserved.**

**Section 6.09 Termination of Proceedings.** In case the Fiscal Agent (at the direction of the Funding Lender Representative) or the Funding Lender Representative shall have proceeded to enforce any right under this Funding Loan Agreement by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Governmental Lender, the Fiscal Agent, the Funding Lender Representative, the Borrower and the Funding Lender shall be

restored to their former positions and rights hereunder with respect to the Pledged Security herein conveyed, and all rights, remedies and powers of the Fiscal Agent and the Funding Lender Representative shall continue as if no such proceedings had been taken.

**Section 6.10 *Waivers of Events of Default.*** The Fiscal Agent shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Funding Loan upon the written direction of the Funding Lender Representative. In case of any such waiver or rescission, or in case any proceeding taken by the Fiscal Agent on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Governmental Lender, the Fiscal Agent, the Borrower, the Servicer, the Funding Lender Representative and the Funding Lender shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereto.

**Section 6.11 *Interest on Unpaid Amounts and Default Rate for Nonpayment.*** In the event that principal of or interest payable on the Funding Loan is not paid when due, there shall be payable on the amount not timely paid, on each Interest Payment Date, interest at the Default Rate, to the extent permitted by law. Interest on the Funding Loan shall accrue at the Default Rate until the unpaid amount, together with interest thereon, shall have been paid in full.

**Section 6.12 *Assignment of Project Loan; Remedies Under the Project Loan.***

(a) The Funding Lender Representative shall have the right, with respect to the Project Loan, in its sole and absolute discretion, without directing the Fiscal Agent to effect an acceleration of the Funding Loan, to instruct the Fiscal Agent in writing to assign the Project Note, the Security Instrument and the other Project Loan Documents to the Funding Lender Representative, in which event the Fiscal Agent shall (a) endorse and deliver the Project Note to the Funding Lender Representative and assign (in recordable form) the Security Instrument, (b) execute and deliver to the Funding Lender Representative all documents prepared by the Funding Lender Representative necessary to assign (in recordable form) all other Project Loan Documents to the Funding Lender Representative and (c) execute all such documents prepared by the Funding Lender Representative as are necessary to legally and validly effectuate the assignments provided for in the preceding clauses (a) and (b). The Fiscal Agent's assignments to the Funding Lender Representative pursuant to this Section 6.12 shall be without recourse or warranty except that the Fiscal Agent shall represent and warrant in connection therewith (A) that the Fiscal Agent has not previously endorsed or assigned any such documents or instruments and (B) that the Fiscal Agent has the corporate authority to endorse and assign such documents and instruments and such endorsements and assignments have been duly authorized.

(b) The Funding Lender Representative shall have the right, in its own name or on behalf of the Governmental Lender or the Fiscal Agent, to declare any default and exercise any remedies under the Project Loan Agreement, the Project Note or the Security Instrument, whether or not the Governmental Note has been accelerated or declared due and payable by reason of an Event of Default or the occurrence of a mandatory prepayment.

**Section 6.13 *Substitution.*** Upon receipt of written notice from the Funding Lender Representative and the approval of the Governmental Lender as and to the extent permitted under

the Tax Regulatory Agreement, the Fiscal Agent shall exchange the Project Note and the Security Instrument for a new Project Note and Security Instrument, evidencing and securing a new loan (the "New Project Loan"), which may be executed by a person other than the Borrower (the "New Borrower"), provided that if the Fiscal Agent, the Funding Lender or a nominee of the Fiscal Agent or the Funding Lender has acquired the Project through foreclosure, by accepting a deed in lieu of foreclosure or by comparable conversion of the Project, no approval from the Governmental Lender of such exchange shall be required. Prior to accepting a New Project Loan, the Fiscal Agent shall have received (i) written evidence that the New Borrower shall have executed and recorded a document substantially in the form of the Tax Regulatory Agreement (or executed and recorded an assumption of all of the Borrower's obligations under the Tax Regulatory Agreement) and that the Project Loan Documents have been modified as necessary to be applicable to the New Project Loan, and (ii) an opinion of Bond Counsel, to the effect that such exchange and modification, in and of itself, shall not affect the exclusion, from gross income, for federal income tax purposes of the interest payable on the Governmental Note.

## ARTICLE VII

### CONCERNING THE FISCAL AGENT

**Section 7.01 *Standard of Care.*** The Fiscal Agent, prior to an Event of Default as defined in Section 6.01 hereof and after the curing or waiver of all such events which may have occurred, shall perform such duties and only such duties as are specifically set forth in this Funding Loan Agreement. The Fiscal Agent, during the existence of any such Event of Default (which shall not have been cured or waived), shall exercise such rights and powers vested in it by this Funding Loan Agreement and use the same degree of care and skill in its exercise as a prudent Person would exercise or use under similar circumstances in the conduct of such Person's own affairs.

No provision of this Funding Loan Agreement shall be construed to relieve the Fiscal Agent from liability for its breach of trust, own negligence or willful misconduct, except that:

(a) prior to an Event of Default hereunder and after the curing or waiver of all such Events of Default which may have occurred:

(i) the duties and obligations of the Fiscal Agent shall be determined solely by the express provisions of this Funding Loan Agreement, and the Fiscal Agent shall not be liable except with regard to the performance of such duties and obligations as are specifically set forth in this Funding Loan Agreement; and

(ii) in the absence of bad faith on the part of the Fiscal Agent, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Fiscal Agent by the Person or Persons authorized to furnish the same;

(b) at all times, regardless of whether or not any such Event of Default shall exist:

(i) the Fiscal Agent shall not be liable for any error of judgment made in good faith by an officer or employee of the Fiscal Agent except for willful

misconduct or negligence by the officer or employee of the Fiscal Agent as the case may be;

(ii) the Fiscal Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Funding Lender Representative relating to the time, method and place of conducting any proceeding for any remedy available to the Fiscal Agent, or exercising any trust or power conferred upon the Fiscal Agent under this Funding Loan Agreement; and

(iii) in the administration of the trusts of this Funding Loan Agreement, the Fiscal Agent may execute any of the trusts or powers hereby granted directly or through its agents, receivers or attorneys, and the Fiscal Agent may consult with counsel (who may be counsel for the Governmental Lender, the Servicer or the Funding Lender Representative) and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or permitted by it hereunder in good faith and in accordance with the opinion of such counsel.

**Section 7.02 *Reliance Upon Documents.*** Except as otherwise provided in Section 7.01 hereof:

(a) the Fiscal Agent may rely upon the authenticity or truth of the statements and the correctness of the opinions expressed in, and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, notarial seal, stamp, acknowledgment, verification, request, consent, order, bond, or other paper or document of the proper party or parties, including any Electronic Notice as permitted hereunder or under the Project Loan Agreement;

(b) any notice, request, direction, election, order or demand of the Governmental Lender mentioned herein shall be sufficiently evidenced by an instrument signed in the name of the Governmental Lender by an Authorized Officer of the Governmental Lender (unless other evidence in respect thereof be herein specifically prescribed), and any resolution of the Governmental Lender may be evidenced to the Fiscal Agent by a copy of such resolution duly certified by an Authorized Officer of the Governmental Lender;

(c) any notice, request, certificate, statement, requisition, direction, election, order or demand of the Borrower mentioned herein shall be sufficiently evidenced by an instrument purporting to be signed in the name of the Borrower by any Authorized Officer of the Borrower (unless other evidence in respect thereof be herein specifically prescribed), and any resolution or certification of the Borrower may be evidenced to the Fiscal Agent by a copy of such resolution duly certified by a secretary or other authorized representative of the Borrower;

(d) any notice, request, certificate, statement, requisition, direction, election, order or demand of the Servicer mentioned herein shall be sufficiently evidenced by an

instrument signed in the name of the Servicer by an Authorized Officer of the Servicer (unless other evidence in respect thereof be herein specifically prescribed);

(e) any notice, request, direction, election, order or demand of the Funding Lender Representative mentioned herein shall be sufficiently evidenced by an instrument purporting to be signed in the name of the Funding Lender Representative by any Authorized Officer of the Funding Lender Representative (unless other evidence in respect thereof be herein specifically prescribed);

(f) [Intentionally Omitted];

(g) [Intentionally Omitted];

(h) in the administration of the trusts of this Funding Loan Agreement, the Fiscal Agent may execute any of the trusts or powers hereby granted directly or through its agents, receivers or attorneys, and the Fiscal Agent may consult with counsel (who may be counsel for the Governmental Lender, the Servicer or the Funding Lender Representative) and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or permitted by it hereunder in good faith and in accordance with the opinion of such counsel;

(i) whenever in the administration of the trusts of this Funding Loan Agreement, the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or permitting any action hereunder, such matters (unless other evidence in respect thereof be herein specifically prescribed), may in the absence of negligence or willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of an officer or authorized agent of the Governmental Lender or the Borrower and such certificate shall in the absence of bad faith on the part of the Fiscal Agent be full warrant to the Fiscal Agent for any action taken or permitted by it under the provisions of this Funding Loan Agreement, but in its discretion the Fiscal Agent may in lieu thereof accept other evidence of such matter or may require such further or additional evidence as it may deem reasonable;

(j) the recitals herein and in the Governmental Note (except the Fiscal Agent's certificate of authentication thereon) shall not be considered as made by or imposing any obligation or liability upon the Fiscal Agent. The Fiscal Agent makes no representations as to the value or condition of the Pledged Security or any part thereof, or as to the title of the Governmental Lender or the Borrower to the Pledged Security, or as to the security of this Funding Loan Agreement, or of the Governmental Note issued hereunder, and the Fiscal Agent shall incur no liability or responsibility in respect of any of such matters;

(k) the Fiscal Agent shall not be personally liable for debts contracted or liability for damages incurred in the management or operation of the Pledged Security except for its own willful misconduct or negligence; and every provision of this Funding Loan Agreement relating to the conduct or affecting the liability of or affording protection to the Fiscal Agent shall be subject to the provisions of this Section 7.02(k);

(l) the Fiscal Agent shall not be required to ascertain or inquire as to the performance or observance of any of the covenants or agreements (except to the extent they obligate the Fiscal Agent) herein or in any contracts or securities assigned or conveyed to or pledged with the Fiscal Agent hereunder, except Events of Default that are evident under Section 6.01(a) hereof. The Fiscal Agent shall not be required to take notice or be deemed to have notice or actual knowledge of any default or Event of Default specified in Section 6.01 hereof (except defaults under Section 6.01(a) hereof to the extent they are collecting loan payments hereunder) unless the Fiscal Agent shall receive from the Governmental Lender or the Funding Lender Representative written notice stating that a default or Event of Default has occurred and specifying the same, and in the absence of such notice the Fiscal Agent may conclusively assume that there is no such default. Every provision contained in this Funding Loan Agreement or related instruments or in any such contract or security wherein the duty of the Fiscal Agent depends on the occurrence and continuance of such default shall be subject to the provisions of this Section 7.02(l);

(m) the Fiscal Agent shall be under no duty to confirm or verify any financial or other statements or reports or certificates furnished pursuant to any provisions hereof, except to the extent such statement or reports are furnished by or under the direction of the Fiscal Agent, and shall be under no other duty in respect of the same except to retain the same in its files and permit the inspection of the same at reasonable times by the Funding Lender; and

(n) the Fiscal Agent shall be under no obligation to exercise those rights or powers vested in it by this Funding Loan Agreement, other than such rights and powers which it shall be obliged to exercise in the ordinary course of acting as Fiscal Agent under the terms and provisions of this Funding Loan Agreement and as required by law, at the request or direction of the Funding Lender Representative pursuant to Section 6.03 hereof, unless the Funding Lender Representative shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in the compliance with such request or direction.

(o) In acting or omitting to act pursuant to the Financing Documents, the Fiscal Agent shall be entitled to all of the rights, immunities and indemnities accorded to it under this Agreement, including, but not limited to, this Article VII.

None of the provisions contained in this Funding Loan Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

The Fiscal Agent is authorized and directed to execute in its capacity as Fiscal Agent, the Project Loan Agreement and the Tax Regulatory Agreement and shall have no responsibility or liability with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the delivery of the Governmental Note.

The Fiscal Agent or any of its affiliates may act as advisor or sponsor with respect to any Qualified Investments.



The Fiscal Agent agrees to accept and act upon Electronic Notice of written instructions and/or directions pursuant to this Funding Loan Agreement.

Any resolution, certification, notice, request, direction, election, order or demand delivered to the Fiscal Agent pursuant to this Section 7.02 shall remain in effect until the Fiscal Agent receives written notice to the contrary from the party that delivered such instrument accompanied by revised information for such party.

The Fiscal Agent shall have no responsibility for the value of any collateral or with respect to the perfection or priority of any security interest in any collateral except as otherwise provided in Section 7.17 hereof.

**Section 7.03 Use of Proceeds.** The Fiscal Agent shall not be accountable for the use or application of the Governmental Note authenticated or delivered hereunder or of the proceeds of the Funding Loan except as provided herein.

**Section 7.04 Reserved.**

**Section 7.05 Trust Imposed.** All money received by the Fiscal Agent shall, until used or applied as herein provided, be held in trust for the purposes for which it was received.

**Section 7.06 Compensation of Fiscal Agent.** The Fiscal Agent shall be entitled to its Ordinary Fiscal Agent's Fees and Expenses in connection with the services rendered by it in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties of the Fiscal Agent hereunder or under any Financing Document to the extent money is available therefor, in accordance with Section 4.06 hereof, exclusive of Extraordinary Services. The Fiscal Agent shall be entitled to Extraordinary Fiscal Agent's Fees and Expenses in connection with any Extraordinary Services performed consistent with the duties hereunder or under any of the Financing Documents; provided the Fiscal Agent shall not incur any Extraordinary Fiscal Agent's Fees and Expenses without the consent of the Funding Lender Representative. If any property, other than cash, shall at any time be held by the Fiscal Agent subject to this Funding Loan Agreement, or any supplement hereto, as security for the Funding Loan, the Fiscal Agent, if and to the extent authorized by a receivership, bankruptcy, or other court of competent jurisdiction or by the instrument subjecting such property to the provisions of this Funding Loan Agreement as such security for the Funding Loan, shall be entitled to make advances for the purpose of preserving such property or of discharging tax liens or other liens or encumbrances thereon. Payment to the Fiscal Agent for its services and reimbursement to the Fiscal Agent for its expenses, disbursements, liabilities and advances, shall be limited to the sources described in the Project Loan Agreement and in Sections 4.06, 4.11 and 6.05 hereof. The Governmental Lender agrees that, to the extent permitted by law and to the extent not paid by the Borrower, it will pay all of Fiscal Agent's fees, costs or expenses. Subject to the provisions of Section 7.09 hereof, the Fiscal Agent agrees that it shall continue to perform its duties hereunder and under the Financing Documents even in the event that money designated for payment of its fees shall be insufficient for such purposes or in the event that the Borrower fails to pay the Ordinary Fiscal Agent's Fees and Expenses or, if applicable, the Extraordinary Fiscal Agent's Fees and Expenses as required by the Project Loan Agreement.

The Borrower shall indemnify and hold harmless the Fiscal Agent and its officers, directors, officials, employees, agents, receivers, attorneys, accountants, advisors, consultants and servants, past, present or future (jointly and severally the "Indemnified Parties"), from and against (a) any and all claims by or on behalf of any person arising from any cause whatsoever in connection with this Funding Loan Agreement or transactions contemplated hereby, the Project, or the delivery of the Governmental Note or the Loans; (b) any and all claims arising from any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Project, or the delivery of the Governmental Note or the Loans; and (c) all reasonable and out of pocket costs, counsel fees, expenses or liabilities incurred in connection with any such claim or proceeding brought thereon; except that the Borrower shall not be required to indemnify any person for damages caused by the gross negligence, willful misconduct or unlawful acts of such person or which arise from events occurring after the Borrower ceases to own the Project. In the event that any action or proceeding is brought or claim made against the Fiscal Agent, or any of its officers, directors, officials, employees, agents, receivers, attorneys, accountants, advisors, consultants or servants, with respect to which indemnity may be sought hereunder, the Borrower, upon written notice thereof from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel and the payment of all expenses. The indemnified party shall have the right to approve a settlement to which it is a party and to employ separate counsel in any such action or proceedings and to participate in the investigation and defense thereof, and the Borrower shall pay the reasonable fees and expenses of such separate counsel. The provisions of this Section 7.06 shall survive the termination of this Funding Loan Agreement. **IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY EXTENDED BY BORROWER TO INDEMNIFY AND PROTECT THE INDEMNIFIED PARTIES FROM THE CONSEQUENCE OF INDEMNIFIED PARTIES' OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE, CONCURRENT, OR CONTRIBUTORY CAUSE OF THE DAMAGE.**

**Section 7.07 *Qualifications of Fiscal Agent.*** There shall at all times be a Fiscal Agent hereunder which shall be an association or a corporation organized and doing business under the laws of the United States of America or any state thereof, authorized under such laws to exercise corporate trust powers. Any successor Fiscal Agent shall have a combined capital and surplus of at least \$50,000,000 (or shall be a wholly-owned subsidiary of an association or corporation that has such combined capital and surplus), and be subject to supervision or examination by federal or state authority, or shall have been appointed by a court of competent jurisdiction pursuant to Section 7.11 hereof. If such association or corporation publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority referred to above, then for the purposes of this Section 7.07, the combined capital and surplus of such association or corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Fiscal Agent shall cease to be eligible in accordance with the provisions of this Section 7.07 and another association or corporation is eligible, the Fiscal Agent shall resign immediately in the manner and with the effect specified in Section 7.09 hereof.

**Section 7.08 *Merger of Fiscal Agent.*** Any association or corporation into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any association or corporation resulting from any such conversion, sale, merger, consolidation

or transfer to which it is a party shall, ipso facto, be and become successor Fiscal Agent hereunder and vested with all the title to the whole property or Pledged Security and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding, and shall also be and become successor Fiscal Agent in respect of the legal interest of the Fiscal Agent in the Loans.

**Section 7.09 *Resignation by the Fiscal Agent.*** The Fiscal Agent may at any time resign from the trusts hereby created by giving written notice to the Governmental Lender, the Borrower, the Servicer and the Funding Lender Representative. Such notice to the Governmental Lender, the Borrower, the Servicer and the Funding Lender Representative may be served personally or sent by certified mail or overnight delivery service. The resignation of the Fiscal Agent shall not be effective until a successor Fiscal Agent has been appointed as provided herein and such successor Fiscal Agent shall have agreed in writing to be bound by the duties and obligations of the Fiscal Agent hereunder.

**Section 7.10 *Removal of the Fiscal Agent.*** The Fiscal Agent may be removed at any time, either with or without cause, with the consent of the Funding Lender Representative (which consent of the Funding Lender Representative shall not be unreasonably withheld), by a written instrument signed by the Governmental Lender and delivered to the Fiscal Agent, the Servicer and the Borrower. The Fiscal Agent may also be removed, by a written instrument signed by the Funding Lender Representative and delivered to the Fiscal Agent, the Servicer, the Governmental Lender and the Borrower. In each case written notice of such removal shall be given to the Servicer, the Borrower and to the Funding Lender. Any such removal shall take effect on the day specified in such written instrument(s), but the Fiscal Agent shall not be discharged from the trusts hereby created until a successor Fiscal Agent has been appointed and has accepted such appointment and has agreed in writing to be bound by the duties and obligations of the Fiscal Agent hereunder.

**Section 7.11 *Appointment of Successor Fiscal Agent.***

(a) In case at any time the Fiscal Agent shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or shall be adjudged a bankrupt or insolvent, or if a receiver of the Fiscal Agent or of its property shall be appointed, or if a public supervisory office shall take charge or control of the Fiscal Agent or of its property or affairs, a vacancy shall forthwith and ipso facto be created in the office of such Fiscal Agent hereunder, and the Governmental Lender, with the written consent of the Funding Lender Representative, shall promptly appoint a successor Fiscal Agent. Any such appointment shall be made by a written instrument executed by an Authorized Officer of the Governmental Lender. If the Governmental Lender fails to appoint a successor Fiscal Agent within ten (10) days following the resignation or removal of the Fiscal Agent pursuant to Section 7.09 or Section 7.10 hereunder, as applicable, the Funding Lender Representative may appoint a successor Fiscal Agent.

(b) If, in a proper case, no appointment of a successor Fiscal Agent shall be made pursuant to subsection (a) of this Section 7.11 within sixty (60) days following delivery of all required notices of resignation given pursuant to Section 7.09 hereof or of removal of the Fiscal

Agent pursuant to Section 7.10 hereof, the retiring Fiscal Agent may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. The court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Fiscal Agent.

**Section 7.12 *Concerning Any Successor Fiscal Agent.*** Every successor Fiscal Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Governmental Lender a written instrument accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the Pledged Security and the rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Governmental Lender, the Borrower or the Funding Lender Representative, or of its successor, and upon payment of all amounts due such predecessor, including but not limited to fees and expenses of counsel, execute and deliver such instruments as may be appropriate to transfer to such successor Fiscal Agent all the Pledged Security and the rights, powers and trusts of such predecessor hereunder; and every predecessor Fiscal Agent shall deliver all securities and money held by it as Fiscal Agent hereunder to its successor. Should any instrument in writing from the Governmental Lender be required by a successor Fiscal Agent for more fully and certainly vesting in such successor the Pledged Security and all rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Governmental Lender. The resignation of any Fiscal Agent and the instrument or instruments removing any Fiscal Agent and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed and/or recorded by the successor Fiscal Agent in each recording office where this Funding Loan Agreement shall have been filed and/or recorded. Each successor Fiscal Agent shall mail notice by first class mail, postage prepaid, at least once within thirty (30) days of such appointment, to the Funding Lender.

**Section 7.13 *Successor Fiscal Agent .*** In the event of a change in the office of Fiscal Agent, the predecessor Fiscal Agent which shall have resigned or shall have been removed shall cease to be Fiscal Agent with respect to the Governmental Note, and the successor Fiscal Agent shall become such Fiscal Agent.

**Section 7.14 *Appointment of Co-Fiscal Agent or Separate Fiscal Agent.*** It is the intent of the Governmental Lender and the Fiscal Agent that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as Fiscal Agent in such jurisdiction. It is recognized that in case of litigation under or connected with this Funding Loan Agreement, the Project Loan Agreement or any of the other Financing Documents, and, in particular, in case of the enforcement of any remedies on default, or in case the Fiscal Agent deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein or therein granted to the Fiscal Agent or hold title to the properties in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Fiscal Agent, with the consent of the Governmental Lender and the Funding Lender Representative, appoint an additional individual or institution as a co-fiscal agent or separate fiscal agent.

In the event that the Fiscal Agent appoints an additional individual or institution as a co-fiscal agent or separate fiscal agent, in the event of the incapacity or lack of authority of the

Fiscal Agent, by reason of any present or future law of any jurisdiction, to exercise any of the rights, powers, trusts and remedies granted to the Fiscal Agent herein or to hold title to the Pledged Security or to take any other action that may be necessary or desirable in connection therewith, each and every remedy, power, right, obligation, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Funding Loan Agreement to be imposed upon, exercised by or vested in or conveyed to the Fiscal Agent with respect thereto shall be imposed upon, exercisable by and vest in such separate fiscal agent or co-fiscal agent, but only to the extent necessary to enable such co-fiscal agent or separate fiscal agent to exercise such powers, rights, trusts and remedies, and every covenant and obligation necessary to the exercise thereof by such co-fiscal agent or separate fiscal agent shall run to and be enforceable by either of them, subject to the remaining provisions of this Section 7.14. Such co-fiscal agent or separate fiscal agent shall deliver an instrument in writing acknowledging and accepting its appointment hereunder to the Governmental Lender and the Fiscal Agent.

Should any instrument in writing from the Governmental Lender be required by the co-fiscal agent or separate fiscal agent so appointed by the Fiscal Agent for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Governmental Lender, the Fiscal Agent and the Borrower. If the Governmental Lender shall fail to deliver the same within thirty (30) days of such request, the Fiscal Agent is hereby appointed attorney-in-fact for the Governmental Lender to execute, acknowledge and deliver such instruments in the Governmental Lender's name and stead. In case any co-fiscal agent or separate fiscal agent, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such co-fiscal agent or separate fiscal agent, so far as permitted by law, shall vest in and be exercised by the Fiscal Agent until the appointment of a new Fiscal Agent or successor to such co-fiscal agent or separate fiscal agent.

Every co-fiscal agent or separate fiscal agent shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

(a) the Governmental Note shall be authenticated and delivered, and all rights, powers, trusts, duties and obligations by this Funding Loan Agreement conferred upon the Fiscal Agent in respect of the custody, control or management of money, papers, securities and other personal property shall be exercised solely by the Fiscal Agent;

(b) all rights, powers, trusts, duties and obligations conferred or imposed upon the Fiscal Agent shall be conferred or imposed upon or exercised or performed by the Fiscal Agent, or by the Fiscal Agent and such co-fiscal agent, or separate fiscal agent jointly, as shall be provided in the instrument appointing such co-fiscal agent or separate fiscal agent, except to the extent that under the law of any jurisdiction in which any particular act or acts are to be performed the Fiscal Agent shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-fiscal agent or separate fiscal agent;

(c) any request in writing by the Fiscal Agent to any co-fiscal agent or separate fiscal agent to take or to refrain from taking any action hereunder shall be sufficient warrant

for the taking or the refraining from taking of such action by such co- fiscal agent or separate fiscal agent;

(d) any co-fiscal agent or separate fiscal agent to the extent permitted by law shall delegate to the Fiscal Agent the exercise of any right, power, trust, duty or obligation, discretionary or otherwise;

(e) the Fiscal Agent at any time by an instrument in writing with the concurrence of the Governmental Lender evidenced by a certified resolution may accept the resignation of or remove any co-fiscal agent or separate fiscal agent appointed under this Section 7.14 and in case an Event of Default shall have occurred and be continuing, the Fiscal Agent shall have power to accept the resignation of or remove any such co- fiscal agent or separate fiscal agent without the concurrence of the Governmental Lender, and upon the request of the Fiscal Agent, the Governmental Lender shall join with the Fiscal Agent in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co- fiscal agent or separate fiscal agent so resigned or removed may be appointed in the manner provided in this Section 7.14;

(f) no Fiscal Agent or co- fiscal agent hereunder shall be personally liable by reason of any act or omission of any other Fiscal Agent hereunder;

(g) any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing executed by the Funding Lender Representative and delivered to the Fiscal Agent shall be deemed to have been delivered to each such co- fiscal agent or separate fiscal agent; and

(h) any money, papers, securities or other items of personal property received by any such co- fiscal agent or separate fiscal agent hereunder shall forthwith, so far as may be permitted by law, be turned over to the Fiscal Agent.

The total compensation of the Fiscal Agent and any co fiscal agent or separate fiscal agent shall be as, and may not exceed the amount, provided in Section 7.06 hereof.

**Section 7.15 *Notice of Certain Events.*** The Fiscal Agent shall give written notice to the Governmental Lender, the Servicer and the Funding Lender Representative of any failure by the Borrower to comply with the terms of the Tax Regulatory Agreement or any Determination of Taxability of which a Responsible Officer has actual knowledge.

**Section 7.16 *Reserved.***

**Section 7.17 *Filing of Financing Statements.*** The Fiscal Agent shall, at the expense of the Borrower, file or record or cause to be filed or recorded all UCC continuation statements for the purpose of continuing without lapse the effectiveness of those financing statements which have been filed on or approximately on the Delivery Date in connection with the security for the Funding Loan pursuant to the authority of the UCC. Upon the filing of any such continuation statement the Fiscal Agent shall immediately notify the Governmental Lender, the Borrower, the Funding

Lender Representative and the Servicer that the same has been done. If direction is given by the Servicer or the Funding Lender Representative, the Fiscal Agent shall file all continuation statements in accordance with such directions.

**Section 7.18 USA Patriot Act Requirements of the Fiscal Agent.** To help the government of the United States of America fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual Person such as a business entity, a charity, a trust, or other legal entity, the Fiscal Agent may request documentation to verify such Person's formation and existence as a legal entity. The Fiscal Agent may also request financial statements, licenses, identification and authorization documents from individuals claiming authority to represent such Person or other relevant documentation.

## ARTICLE VIII

### AMENDMENTS OF CERTAIN DOCUMENTS

**Section 8.01 Amendments to this Funding Loan Agreement.** Any of the terms of this Funding Loan Agreement and the Governmental Note may be amended or waived only by an instrument signed by the Fiscal Agent and the Governmental Lender, and with the prior written consent of the Funding Lender Representative.

**Section 8.02 Amendments to Financing Documents Require Consent of Funding Lender Representative.** Neither the Governmental Lender nor the Fiscal Agent shall consent to any amendment, change or modification of any Financing Document without the prior written consent of the Funding Lender Representative. The Fiscal Agent shall enter into such amendments to the Financing Documents as shall be directed by the Funding Lender Representative.

**Section 8.03 Opinion of Bond Counsel Required.** No amendment to this Funding Loan Agreement, the Governmental Note, the Project Loan Agreement, the Project Note, the Security Instrument or the Tax Regulatory Agreement shall become effective unless and until (i) the Funding Lender Representative shall have consented to the same in writing in its sole discretion and (ii) the Funding Lender Representative, the Governmental Lender and the Fiscal Agent shall have received, at the expense of the Borrower, (A) an opinion of Bond Counsel to the effect that such amendment, change or modification will not, in and of itself, cause interest on the Governmental Note to be includable in gross income of the holders thereof for federal income tax purposes, and (B) an opinion of counsel acceptable to the Funding Lender Representative to the effect that any such proposed such amendment, change or modification is authorized and complies with the provisions of this Funding Loan Agreement and is a legal, valid and binding obligation of the parties thereto, subject to normal exceptions relating to bankruptcy, insolvency and equitable principles limitations.

## ARTICLE IX

### SATISFACTION AND DISCHARGE OF FUNDING LOAN AGREEMENT

**Section 9.01 *Discharge of Lien.*** If the Governmental Lender shall pay or cause to be paid to the Funding Lender the principal, interest and premium, if any, to become due with respect to the Funding Loan at the times and in the manner stipulated herein and in the Governmental Note, in any one or more of the following ways:

- (a) by the payment of all unpaid principal of (including Prepayment Premium, if any) and interest on the Funding Loan; or
- (b) prior to the Window Period, by the deposit to the account of the Fiscal Agent, in trust, of money or securities in the necessary amount to pay the principal, Prepayment Premium and interest to the Maturity Date; or
- (c) by the delivery of the Governmental Note by the Funding Lender to the Fiscal Agent for cancellation;

and shall have paid all amounts due and owing under the other Financing Documents, and shall have paid all fees and expenses of and any other amounts due to the Fiscal Agent, the Servicer and the Rebate Analyst, and if the Governmental Lender shall keep, perform and observe all and singular the covenants and promises in the Governmental Note and in this Funding Loan Agreement expressed as to be kept, performed and observed by it or on its part, then these presents and the estates and rights hereby granted shall cease, determine and be void, and thereupon the Fiscal Agent shall cancel and discharge the lien of this Funding Loan Agreement and execute and deliver to the Governmental Lender such instruments in writing as shall be requisite to satisfy the lien hereof, and reconvey to the Governmental Lender the estate hereby conveyed, and assign and deliver to the Governmental Lender any interest in property at the time subject to the lien of this Funding Loan Agreement which may then be in its possession, except amounts held by the Fiscal Agent for the payment of principal of, interest and premium, if any, on the Governmental Note, the payment of any amounts owed to the United States of America pursuant to Section 4.12 hereof.

Prior to the Window Period and subject to the satisfaction of the conditions set forth in Section 4.04(c) of the Project Loan Agreement, the Funding Loan shall, prior to the Maturity Date, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section 9.01 based on a deposit of moneys or securities with the Fiscal Agent pursuant to Section 9.01(b) if, under circumstances which do not cause interest on the Governmental Note to become includable in the holders' gross income for purposes of federal income taxation, the following conditions shall have been fulfilled: (a) there shall be on deposit with the Fiscal Agent either money or noncallable and nonprepayable direct obligations of the United States of America (or other defeasance securities constituting Qualified Investments approved in writing by the Funding Lender Representative) in an amount, together with anticipated earnings thereon (but not including any reinvestment of such earnings), which will be sufficient to pay, when due, the principal and interest due and to become due on the Funding Loan up to and on the Maturity Date; (b) the Fiscal Agent shall have received a verification report of a firm of certified public accountants or financial analyst reasonably acceptable to the Funding Lender



Representative as to the adequacy of the amounts or securities so deposited to fully pay the Funding Loan; (c) the Fiscal Agent and the Funding Lender Representative shall have received a written opinion of nationally recognized counsel experienced in bankruptcy matters to the effect that if the Borrower, any general partner, member or guarantor of the Borrower, or the Governmental Lender were to become a debtor in a proceeding under the Bankruptcy Code (x) payment of such money to the Funding Lender would not constitute a voidable preference under Section 547 of the Bankruptcy Code and (y) the automatic stay provisions of Section 362(a) of the Bankruptcy Code would not prevent application of such money to the payment of the Funding Loan; (d) the Fiscal Agent and the Funding Lender Representative shall have received an opinion of Bond Counsel to the effect that the defeasance of the Funding Loan is in accordance with the provisions of the Funding Loan Agreement and that such defeasance will not adversely affect the exclusion of interest on the Governmental Note from gross income for federal income tax purposes; and (e) the Fiscal Agent shall have received written confirmation that all fees, expenses or reimbursement of any advances due to the Funding Lender and the Servicer under the Financing Documents have been fully paid.

**Section 9.02 *Discharge of Liability on Funding Loan.*** Upon the deposit with the Fiscal Agent, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.01 above) to pay or prepay the Funding Loan (whether upon or prior to their maturity or the prepayment date of the Funding Loan) provided that, if the Funding Loan is to be prepaid prior to the maturity thereof, notice of such prepayment shall have been given as in Article III provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, all liability of the Governmental Lender in respect of the Funding Loan shall cease, terminate and be completely discharged, except only that thereafter the Funding Lender shall be entitled to payment by the Governmental Lender, and the Governmental Lender shall remain liable for such payment, but only out of the money or securities deposited with the Fiscal Agent as aforesaid for their payment, subject, however, to the provisions of Section 9.03 hereof.

**Section 9.03 *Payment of Funding Loan After Discharge of Funding Loan Agreement.*** Notwithstanding any provisions of this Funding Loan Agreement, and subject to applicable unclaimed property laws of the State, any money deposited with the Fiscal Agent or any paying agent in trust for the payment of the principal of, interest or premium on the Governmental Note remaining unclaimed for [\_\_\_\_\_] years after the maturity or earlier payment date: [(a) shall be reported and disposed of by the Fiscal Agent in accordance with applicable unclaimed property laws; or (b)] to the extent permitted by applicable law, shall be paid to [the Governmental Lender][the Borrower][other disposition], whereupon all liability of the Governmental Lender and the Fiscal Agent with respect to such money shall cease, and the Funding Lender shall thereafter look solely to the Borrower for payment of any amounts then due. All money held by the Fiscal Agent and subject to this Section 9.03 shall be held uninvested and without liability for interest thereon.

## ARTICLE X

### INTENTIONALLY OMITTED

## ARTICLE XI

### MISCELLANEOUS

**Section 11.01 *Servicing of the Loans.*** The Funding Lender Representative may appoint a Servicer (which may be the Funding Lender Representative if the Funding Lender Representative elects to service the Loans) to service the Loans as provided in Section 3.02 of the Project Loan Agreement.

**Section 11.02 *Limitation of Rights.*** With the exception of rights herein expressly conferred, nothing expressed or to be implied from this Funding Loan Agreement or the Governmental Note is intended or shall be construed to give to any Person other than the Parties hereto, the Funding Lender, the Funding Lender Representative, the Servicer and the Borrower, any legal or equitable right, remedy or claim under or in respect to this Funding Loan Agreement or any covenants, conditions and provisions hereof.

**Section 11.03 *Construction of Conflicts; Severability.*** Notwithstanding anything provided herein, or in any of the documents referred to herein, in the event that any contracts or other documents executed by the Borrower or any other arrangements agreed to by the Borrower in order to finance or refinance the Project with the proceeds of the Funding Loan, the interest on which is excluded from gross income for federal income tax purposes under Section 103(a) of the Code are inconsistent with the Project Loan Documents, then the Project Loan Documents shall be controlling in all respects. If any provision of this Funding Loan Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Funding Loan Agreement contained, shall not affect the remaining portions of this Funding Loan Agreement, or any part thereof.

#### **Section 11.04 *Notices.***

(a) Whenever in this Funding Loan Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the Person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Any notice, request, complaint, demand, communication or other paper required or permitted to be delivered to the Governmental Lender, the Fiscal Agent, the Funding Lender Representative, the Borrower or the Servicer shall be sufficiently given and shall be deemed given (unless another form of notice shall be specifically set forth herein) on the Business Day following the date on which such notice or other communication shall have been delivered to a national

overnight delivery service (receipt of which to be evidenced by a signed receipt from such overnight delivery service) addressed to the appropriate party at the addresses set forth below or as may be required or permitted by this Funding Loan Agreement by Electronic Notice. The Governmental Lender, the Fiscal Agent, the Funding Lender Representative, the Borrower or the Servicer may, by notice given as provided in this paragraph, designate any further or different address to which subsequent notices or other communication shall be sent.

The Governmental Lender:           Housing Options, Inc.  
3939 N. Hampton Road  
Dallas, Texas 75212  
Attn: Debbie Quitugua  
Telephone: 214-951-8308

The Fiscal Agent:                   The Bank of New York Mellon Trust Company,  
National Association  
601 Travis Street, Floor 16  
Houston, Texas 77002  
Attn: Corporate Trust Department

The Borrower:                       Brooks Manor, LP  
3939 N. Hampton Rd.  
Dallas, Texas 75212  
Attn: Debbie Quitugua  
Telephone: 214-951-8308

with a copy to:                      Coats Rose, P.C.  
Greenway Plaza, Suite 1000  
Houston, Texas 77046  
Attention: Barry Palmer  
Email: [bpalmer@coatsrose.com](mailto:bpalmer@coatsrose.com)  
Telephone: (713) 653-7343

with a copy to:                      Brooks Manor LLC  
c/o Volunteers of America National Services  
1660 Duke Street  
Alexandria, Virginia 22314  
Attention: Kimberly King

Funding Lender  
Representative  
(as of Freddie Mac Purchase Date):

Federal Home Loan Mortgage Corporation  
8100 Jones Branch Drive, MS B4P  
McLean, Virginia 22102  
Attention: Multifamily Operations - Loan Accounting  
Email: [mfla@freddiemac.com](mailto:mfla@freddiemac.com)  
Telephone: (703) 714-4177

with a copy to:

Federal Home Loan Mortgage Corporation  
8200 Jones Branch Drive  
McLean, Virginia 22102  
Attention: Managing Associate General Counsel –  
Multifamily Legal Division  
Email: [guy\\_nelson@freddiemac.com](mailto:guy_nelson@freddiemac.com)  
Telephone: (703) 903-2000

Initial Funding Lender  
and Servicer:

ORIX Real Estate Capital, LLC, dba Lument Capital  
1717 Main Street, Suite 900  
Dallas, Texas 75201  
Attention: Loan Administration

A duplicate copy of each notice or other communication given hereunder by any party to the Servicer shall also be given to the Funding Lender Representative and by any party to the Funding Lender Representative to the Servicer.

The Fiscal Agent agrees to accept and act upon Electronic Notice of written instructions and/or directions pursuant to this Funding Loan Agreement.

(b) The Fiscal Agent shall provide to the Funding Lender Representative and the Servicer (i) prompt notice of the occurrence of any Event of Default pursuant to Section 6.01 hereof but only to the extent that it has received notice, if required, pursuant to 7.02(l) and (ii) any written information or other written communication received by the Fiscal Agent hereunder within ten (10) Business Days of receiving a written request from the Funding Lender Representative and the Servicer for any such information or other communication.

**Section 11.05 *Funding Lender Representative.***

(a) The Initial Funding Lender is the initial Funding Lender Representative with respect to the Governmental Note. Upon the Freddie Mac Purchase Date, Freddie Mac shall be the Funding Lender Representative. The Funding Lender Representative shall be entitled to all the rights and privileges of the Funding Lender hereunder and under the other Financing Documents.

(b) The Funding Lender Representative may provide written notice to the Fiscal Agent designating particular individuals or Persons authorized to execute any consent, waiver, approval, direction or other instrument on behalf of the Funding Lender Representative, and such notice may be amended or rescinded by the Funding Lender Representative at any time by subsequent written notice. The Funding Lender Representative may be removed and a successor appointed by a written notice in the form of Exhibit B hereto given by the Funding Lender to the Fiscal Agent, the Governmental Lender, the Servicer and the Borrower. The removal and reappointment shall be effective immediately upon receipt of such notice by the Fiscal Agent. The Funding Lender may appoint any Person to act as Funding Lender Representative, including, without limitation, the Servicer. If, for any reason, a Funding Lender Representative resigns by written notice provided to the Fiscal Agent, the Funding Lender, the Governmental Lender, the Servicer and the Borrower, all references to Funding Lender Representative herein and in the other Financing Documents shall be deemed to refer to the Funding Lender until a successor Funding Lender Representative is appointed by the Funding Lender.

(c) Whenever pursuant to this Funding Loan Agreement or any other Financing Document, the Funding Lender Representative exercises any right given to it to approve or disapprove, any arrangement or term hereof, the decision of the Funding Lender Representative to approve or disapprove or to decide whether arrangements or terms are acceptable or not acceptable shall be in the sole discretion of the Funding Lender Representative, except as otherwise specifically indicated.

(d) Each Funding Lender, by their purchase or other acquisition of the Funding Loan, shall be deemed to have acknowledged and agreed to the provisions of this Funding Loan Agreement and the other Financing Documents with respect to the Funding Lender Representative and the rights and privileges thereof, including but not limited to the right to control all remedies in respect of the Governmental Note and the Loans.

**Section 11.06 *Payments Due on Non-Business Days.*** In any case where a date of payment with respect to the Funding Loan shall be a day other than a Business Day, then such payment need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on such date, and no interest shall accrue for the period after such date provided that payment is made on such next succeeding Business Day.

**Section 11.07 *Counterparts.*** This Funding Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 11.08 *Laws Governing Funding Loan Agreement .*** The effect and meanings of this Funding Loan Agreement and the rights of all parties hereunder shall be governed by, and construed according to, the internal laws of the State without regard to conflicts of laws principles.

**Section 11.09 *No Recourse.*** No recourse under or upon any obligation, covenant or agreement contained in this Funding Loan Agreement or in the Governmental Note shall be had against any member, officer, commissioner, director or employee (past, present or future) of the Governmental Lender, either directly or through the Governmental Lender or its governing body or otherwise, for the payment for or to the Governmental Lender or any receiver thereof, or for or

to the Funding Lender, or otherwise, of any sum that may be due and unpaid by the Governmental Lender or its governing body upon the Governmental Note. Any and all personal liability of every nature whether at common law or in equity or by statute or by constitution or otherwise of any such member, officer, commissioner, director or employee, as such, to respond by reason of any act of omission on his/her part or otherwise, for the payment for or to the Funding Lender or otherwise of any sum that may remain due and unpaid with respect to the Funding Loan hereby secured is, by the acceptance hereof, expressly waived and released as a condition of and in consideration for the execution of this Funding Loan Agreement and the delivery of the Governmental Note.

**Section 11.10 *Successors and Assigns.*** All the covenants and representations contained in this Funding Loan Agreement by or on behalf of the parties hereto shall bind and inure to the benefit of their successors and assigns, whether so expressed or not.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the Governmental Lender, the Initial Funding Lender and the Fiscal Agent have caused this Funding Loan Agreement to be executed and delivered by duly authorized officers thereof as of the day and year first written above.

**HOUSING OPTIONS, INC.**

By: \_\_\_\_\_  
Debbie Quitugua, President

[GOVERNMENTAL LENDER'S SIGNATURE PAGE TO THE OAKS FUNDING LOAN AGREEMENT]

**[FUNDING LENDER SIGNATURE  
BLOCK]**  
as Initial Funding Lender

By \_\_\_\_\_  
Name:  
Title:

[INITIAL FUNDING LENDER'S SIGNATURE PAGE TO THE OAKS FUNDING LOAN AGREEMENT]



**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, NATIONAL  
ASSOCIATION, as Fiscal Agent**

By: \_\_\_\_\_  
Name:  
Title:

[FISCAL AGENT'S SIGNATURE PAGE TO THE OAKS FUNDING LOAN AGREEMENT]

## EXHIBIT A

### FORM OF GOVERNMENTAL NOTE

#### MULTIFAMILY NOTE

US \$[AMOUNT]

[\_\_\_\_\_], 2024

FOR VALUE RECEIVED, the undersigned, Housing Options, Inc. (the “**Obligor**”), promises to pay (but solely from the sources and in the manner provided for in the Funding Loan Agreement referenced below) to the order of ORIX Real Estate Capital, LLC, dba Lument Capital (the “**Funding Lender**”), and its assigns, the principal sum of [TWENTY EIGHT MILLION DOLLARS] (US \$[28,000,000]), plus premium, if any, and interest thereon and to pay the other amounts owing from time to time hereunder, all as set forth below.

This Multifamily Note (this “**Note**”) is being delivered pursuant to that certain Funding Loan Agreement dated as of \_\_\_\_\_ 1, 2024 (together with any and all amendments, modifications, supplements and restatements, the “**Funding Loan Agreement**”), among the Funding Lender, the Obligor and The Bank of New York Mellon Trust Company, National Association (the “**Fiscal Agent**”), pursuant to which the Obligor has incurred a loan in the original principal amount of \$[28,000,000] (the “**Funding Loan**”), and this Note is entitled to the benefits of the Funding Loan Agreement and is subject to the terms, conditions and provisions thereof. The Obligor is using the proceeds of the Funding Loan to make a loan to Brooks Manor, LP (the “**Borrower**”) pursuant to the Project Loan Agreement dated as of \_\_\_\_\_ 1, 2024 (the “**Project Loan Agreement**”), among the Obligor, the Borrower and the Fiscal Agent.

1. **Defined Terms.** As used in this Note, (i) the term “Funding Lender” means the holder of this Note, and (ii) the term “Indebtedness” means the principal of, premium, if any, and interest on or any other amounts due at any time under this Note or the Funding Loan Agreement. “Event of Default” and other capitalized terms used but not defined in this Note shall have the meanings given to such term in the Funding Loan Agreement.

2. **Payments of Principal and Interest.** The Obligor shall pay (but solely from the sources and in the manner provided for in the Funding Loan Agreement) on the first calendar day of each month commencing [\_\_\_\_\_], interest on this Note at the rate of [\_\_\_\_\_] % per annum (or such higher rate of interest borne by the Funding Loan upon any default) (the “**Interest Rate**”) on the outstanding principal balance of this Note, and shall also pay interest on this Note at the Interest Rate on the date of any optional or mandatory prepayment or acceleration of all or part of the Funding Loan pursuant to the Funding Loan Agreement, in an amount equal to the accrued and unpaid interest to the date of prepayment on the portion of this Note subject to prepayment (each such date for payment an “**Interest Payment Date**”). Interest on this Note shall be computed on the basis of a 360-day year and the actual number of days elapsed.

The Obligor shall pay (but solely from the sources and in the manner provided for in the Funding Loan Agreement) the outstanding principal of this Note in full on [August 1, 2041] (the

“**Maturity Date**”) and in monthly installments on each date set forth on the Funding Loan Amortization Schedule attached as Schedule 1 hereto in an amount equal to the corresponding amounts set forth thereon, or at such earlier times and in such amounts as may be required, in the event of an optional or mandatory prepayment or acceleration of the Funding Loan pursuant to the Funding Loan Agreement. The outstanding principal hereof is subject to acceleration at the time or times and under the terms and conditions, and with notice, if any, as provided under the Funding Loan Agreement.

3. **Manner of Payment.** All payments under this Note shall be made in lawful currency of the United States and in immediately available funds as provided for herein and in the Funding Loan Agreement.

4. **Application of Payments.** If at any time the Funding Lender receives any amount applicable to the Indebtedness which is less than all amounts due and payable at such time, the Funding Lender may apply that payment to amounts then due and payable in any manner and in any order determined by the Funding Lender, in the Funding Lender’s discretion. Neither the Funding Lender’s acceptance of a payment in an amount that is less than all amounts then due and payable nor the Funding Lender’s application of such payment shall constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction.

5. **Security.** The Indebtedness is secured by, among other things, the Pledged Security pledged pursuant to the Funding Loan Agreement.

6. **Acceleration.** If an Event of Default has occurred and is continuing, the entire unpaid principal balance, any accrued interest, and all other amounts payable under this Note shall at once become due and payable, at the option of the Funding Lender, as governed by the Funding Loan Agreement, without any prior notice to the Obligor (unless required by applicable law). The Funding Lender may exercise this option to accelerate regardless of any prior forbearance.

7. **Prepayment; Prepayment Premium.** This Note is subject to prepayment as specified in the Funding Loan Agreement. Prepayment Premium shall be payable as specified in the Funding Loan Agreement.

8. **Forbearance.** Any forbearance by the Funding Lender in exercising any right or remedy under this Note or any other document evidencing or securing the Funding Loan or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by the Funding Lender of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of the Funding Lender’s right to require prompt payment when due of all other payments or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by the Funding Lender of any security for the obligations under this Note shall not constitute an election by the Funding Lender of remedies so as to preclude the exercise of any other right or remedy available to the Funding Lender.

9. **Waivers.** Presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of

nonpayment, grace and diligence in collecting the Indebtedness are waived by the Obligor and all endorsers and guarantors of this Note and all other third-party obligors.

10. **Loan Charges.** Neither this Note nor any of the other Financing Documents will be construed to create a contract for the use, forbearance, or detention of money requiring payment of interest at a rate greater than the rate of interest which results in the maximum amount of interest allowed by applicable law (the "**Maximum Interest Rate**"). If any applicable law limiting the amount of interest or other charges permitted to be collected from Obligor in connection with the Funding Loan is interpreted so that any interest or other charge provided for in any Financing Document, whether considered separately or together with other charges provided for in any other Financing Document, violates that law, and Obligor is entitled to the benefit of that law, that interest or charge is hereby reduced to the extent necessary to eliminate that violation. The amounts, if any, previously paid to Funding Lender in excess of the permitted amounts will be applied by Funding Lender to reduce the unpaid principal balance of this Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Obligor has been violated, all indebtedness that constitutes interest, as well as all other charges made in connection with the indebtedness that constitute interest, will be deemed to be allocated and spread ratably over the stated term of this Note. Unless otherwise required by applicable law, such allocation and spreading will be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of this Note.

11. **Governing Law.** This Note shall be governed by the internal law of the State of Texas (the "**Property Jurisdiction**").

12. **Captions.** The captions of the paragraphs of this Note are for convenience only and shall be disregarded in construing this Note.

13. **Address for Payment.** All payments due under this Note shall be payable at the principal office of the Funding Lender as designated by the Funding Lender in writing to the Fiscal Agent and the Servicer.

14. **Default Rate.** So long as (a) any monthly installment under this Note remains past due, or (b) any other Event of Default has occurred and is continuing, interest under this Note shall accrue on the unpaid principal balance from the earlier of the due date of the first unpaid monthly installment or the occurrence of such other Event of Default, as applicable, at a rate (the "**Default Rate**") equal to the lesser of (i) the Interest Rate otherwise in effect notwithstanding the default plus four percent (4%) per annum or (ii) the Maximum Interest Rate. If the unpaid principal balance and all accrued interest are not paid in full on the Maturity Date, the unpaid principal balance and all accrued interest shall bear interest from the Maturity Date at the Default Rate.

15. **Limited Obligation.** [INSERT GOVERNMENTAL LENDER'S LIMITED LIABILITY LANGUAGE]

[Signature page follows]

IN WITNESS WHEREOF, the Obligor has caused this Multifamily Note to be duly executed by the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Secretary.

HOUSING OPTIONS, INC.

[SEAL]

By \_\_\_\_\_  
Debbie Quitugua, President

ATTEST:

By \_\_\_\_\_  
Chetana Chaphekar, Secretary

**CERTIFICATE OF AUTHENTICATION**

This Multifamily Note is issued under the provisions of and described in the within-mentioned Funding Loan Agreement.

Date of Authentication: \_\_\_\_\_

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Authorized Signer

**SCHEDULE 1**  
**FUNDING LOAN AMORTIZATION SCHEDULE**

**EXHIBIT B**

**FORM OF NOTICE OF APPOINTMENT  
OF FUNDING LENDER REPRESENTATIVE**

The Bank of New York Mellon  
Trust Company, National Association  
Jacksonville, Florida

Brooks Manor, LP  
Dallas, Texas

Housing Options, Inc.  
Dallas, Texas

ORIX Real Estate Capital, LLC  
Dallas, Texas

Re: \$\_\_\_\_\_ Housing Options, Inc. Multifamily Housing Revenue  
Bonds (The Oaks aka Brooks Manor) Series 2024

Ladies and Gentlemen:

The undersigned is the holder (the “**Funding Lender**”) of the Multifamily Note dated [\_\_\_\_], 2024 (the “**Governmental Note**”) delivered pursuant to the Funding Loan Agreement dated as of \_\_\_\_\_, 2024 (the “**Funding Loan Agreement**”), among ORIX Real Estate Capital, LLC, in its capacity as Initial Funding Lender (the “**Initial Funding Lender**”), Housing Options, Inc. (the “**Governmental Lender**”) and The Bank of New York Mellon Trust Company, National Association (the “**Fiscal Agent**”). Pursuant to Section 11.05 of the Funding Loan Agreement, you are hereby notified that, effective immediately upon receipt of this notice by the Fiscal Agent, the Funding Lender Representative appointed under Section 11.05 of the Funding Loan Agreement shall be \_\_\_\_\_. [The person or entity previously appointed as Funding Lender Representative shall upon the effectiveness of this notice no longer have any further rights or obligations as Funding Lender Representative.]

The following individual or individuals shall have the authority to execute any consent, waiver, approval, direction or other instrument on behalf of the Funding Lender Representative and the signature(s) set forth next to his/her (their) name(s) is (are) his/her (their) true and correct signature(s).

NAME	SIGNATURE
_____	_____
_____	_____
_____	_____
_____	_____

Additional individuals may be given such authority by written notice to you from the Funding Lender Representative or from the Funding Lender.



This notice is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**ORIX REAL ESTATE CAPITAL, LLC,  
DBA LUMENT CAPITAL**

By: \_\_\_\_\_

**EXHIBIT C**

**FORM OF TRANSFEREE REPRESENTATIONS LETTER**

[To be prepared on letterhead of transferee]

[Date]

Housing Options, Inc.  
Dallas, Texas

The Bank of New York Mellon  
Trust Company, National Association  
Jacksonville, Florida

Re: \$\_\_\_\_\_ Housing Options, Inc. Multifamily Housing Revenue Bonds  
(The Oaks aka Brooks Manor) Series 2024

Ladies and Gentlemen:

The undersigned (the "Funding Lender") hereby acknowledges receipt of the Multifamily Note dated [\_\_\_\_\_] (the "Governmental Note") delivered pursuant to the Funding Loan Agreement dated as of \_\_\_\_\_, 2024 (the "Funding Loan Agreement"), among ORIX Real Estate Capital, LLC, dba Lument Capital, in its capacity as Initial Funding Lender (the "Initial Funding Lender"), Housing Options, Inc. (the "Governmental Lender") and The Bank of New York Mellon Trust Company, National Association (the "Fiscal Agent"). Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Funding Loan Agreement.

In connection with the [origination/purchase] of the Funding Loan by the Funding Lender, the Funding Lender hereby makes the following representations upon which you may rely:

1. The Funding Lender has authority to [originate/purchase] the Funding Loan and to execute this letter, and any other instruments and documents required to be executed by the Funding Lender in connection with the [origination/purchase] of the Funding Loan.

2. The Funding Lender is an "accredited investor" under Regulation D of the Securities Act of 1933 (the "Act") or a "qualified institutional buyer" under Rule 144(a) of said Act (such "accredited investor" or "qualified institutional buyer", a "Qualified Transferee"), and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Funding Loan.

3. The Funding Lender acknowledges that it is [originating/purchasing] the Funding Loan for investment for its own account and not with a present view toward resale or the distribution thereof (except as set forth below), in that it does not now intend to resell or otherwise dispose of all or any part of its interests in the Funding Loan (except as set forth below); provided, however, that the Funding Lender may, notwithstanding the foregoing and the terms of Paragraph 4 below, (i) transfer the Funding Loan to any affiliate or other party related to the Funding Lender

that is a Qualified Transferee or (ii) sell or transfer the Funding Loan to a special purpose entity, a trust or a custodial or similar pooling arrangement from which the Funding Loan or securitized interests therein are not expected to be sold except to (x) owners or beneficial owners thereof that are Qualified Transferees or (y) in circumstances where secondary market credit enhancement is provided for such securitized interests resulting in a rating thereof of at least "A" or better [INSERT FOR SELLER/SERVICER PURCHASER LETTER:; provided, further, however, the Funding Lender has originated and funded the Funding Loan with the expectation that the Funding Loan will be sold to the Federal Home Loan Mortgage Corporation ("Freddie Mac") pursuant to the commitment dated [July \_\_, 2021] (the "Freddie Mac Commitment")].

4. In addition to the right to sell or transfer the Funding Loan as set forth in Paragraph 3 above, the Funding Lender further acknowledges its right to sell or transfer the Funding Loan, subject, as required under the Funding Loan Agreement, to the delivery to the Fiscal Agent of a transferee representations letter from the transferee to substantially the same effect as this Transferee Representations Letter or in such other form authorized by the Funding Loan Agreement with no revisions except as may be approved in writing by the Governmental Lender.

5. The Funding Lender understands that the Governmental Note is not registered under the Act and that such registration is not legally required as of the date hereof; and further understands that the Governmental Note (a) is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service and (d) will be delivered in a form which may not be readily marketable.

6. The Funding Lender understands that (a) the Funding Loan is not secured by any pledge of any moneys received or to be received from taxation by the State of Texas or any political subdivision thereof and that the Governmental Lender has no taxing power, (b) the Funding Loan does not and will not represent or constitute a general obligation or a pledge of the faith and credit of the Governmental Lender, the State of Texas or any political subdivision thereof; and (c) the liability of the Governmental Lender with respect to the Funding Loan is limited to the Pledged Security as set forth in the Funding Loan Agreement.

7. The Funding Lender has either been supplied with or been given access to information, including financial statements and other financial information, which it considers necessary to make an informed decision in connection with the [origination/purchase] of the Funding Loan. The Funding Lender has not relied upon the Governmental Lender for any information in connection with its purchase of the Funding Loan.

8. The Funding Lender has made its own inquiry and analysis with respect to the Funding Loan and the security therefor, and other material factors affecting the security and payment of the Funding Loan. The Funding Lender is aware that the business of the Borrower involves certain economic variables and risks that could adversely affect the security for the Funding Loan.

All agreements, representations and warranties made herein shall survive the execution and delivery of this letter agreement and, notwithstanding any investigation heretofore or hereafter, shall continue in full force and effect.

**ORIX REAL ESTATE CAPITAL, LLC,  
DBA LUMENT CAPITAL**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**EXHIBIT D**

**COSTS OF ISSUANCE REQUISITION  
(Cost of Issuance Fund)**

The Bank of New York Mellon  
Trust Company, National Association, as Fiscal Agent

Re: \$\_\_\_\_\_ Housing Options, Inc. Multifamily Housing Revenue Bonds (Brooks Manor  
– The Oaks Project) Series 2021

Fiscal Agent:

You are requested to disburse funds from the Cost of Issuance Fund pursuant to Section 4.13 of the Funding Loan Agreement in the amount(s), to the person(s) and for the purpose(s) set forth in this requisition (the “**Requisition**”). The terms used in this requisition shall have the meaning given to those terms in the Funding Loan Agreement (the “**Funding Loan Agreement**”), dated as of \_\_\_\_\_, 20\_\_, by and among ORIX Real Estate Capital, LLC, dba Lument Capital, in its capacity as Initial Funding Lender (the “**Initial Funding Lender**”), Housing Options, Inc. and The Bank of New York Mellon Trust Company, National Association, as Fiscal Agent, securing the Multifamily Note dated [\_\_\_\_\_] (the “**Governmental Note**”).

REQUISITION NO.:  
PAYMENT DUE TO:  
AMOUNT TO BE DISBURSED: \$

The undersigned, on behalf of Brooks Manor, LP, a limited partnership duly organized and existing under the laws of the State of Texas (the “**Borrower**”), certifies that:

(a) the expenditures for which money is requisitioned by this Requisition represent proper charges against the Cost of Issuance Fund, have not been included in any previous requisition and are set forth in the Schedule attached to this Requisition, with invoices attached for any sums for which reimbursement is requested; and

(b) the money requisitioned is not greater than those necessary to meet obligations due and payable or to reimburse the applicable party for funds actually advanced for Costs of Issuance.

Attached to this Requisition is a Schedule, together with copies of invoices or bills of sale covering all items for which payment is being requested.

Date of Requisition: \_\_\_\_\_

**BROOKS MANOR, LP,**  
a Texas limited partnership

By: NTHP Pembroke, Inc.,  
a Texas non-profit corporation,  
its General Partner

By: \_\_\_\_\_  
Timothy J. Lott, President

By: Brooks Manor LLC,  
a Texas limited liability company,  
its Class B Limited Partner

By: Volunteers of America National  
Services, a Minnesota nonprofit  
corporation, its sole member

By: \_\_\_\_\_  
Kimberly Black King,  
Assistant Secretary/Treasurer

**EXHIBIT E**

**PROJECT LOAN FUND REQUISITION  
(Project Loan Fund)**

The Bank of New York Mellon  
Trust Company, National Association, as Fiscal Agent

Re: \$\_\_\_\_\_ Housing Options, Inc. Multifamily Housing Revenue Bonds  
(Brooks Manor – The Oaks Project) Series 2021

You are requested to disburse funds from the Project Loan Fund pursuant to Section 4.02 of the Funding Loan Agreement in the amount(s), to the person(s) and for the purpose(s) set forth in this requisition (the “**Requisition**”). The terms used in this requisition shall have the meaning given to those terms in the Funding Loan Agreement (the “**Funding Loan Agreement**”), dated as of \_\_\_\_\_, 20\_\_, by and among ORIX Real Estate Capital, LLC, dba Lument Capital, in its capacity as Initial Funding Lender (the “**Initial Funding Lender**”), Housing Options, Inc. (the “**Governmental Lender**”) and The Bank of New York Mellon Trust Company, National Association, as Fiscal Agent (the “**Fiscal Agent**”), securing the Multifamily Note dated [\_\_\_\_\_] (the “**Governmental Note**”).

REQUISITION NO.:

PAYMENT DUE TO:

AMOUNT(S) TO BE DISBURSED: \$\_\_\_\_\_ from the Project Account  
\$\_\_\_\_\_ from the Borrower Equity Account

The undersigned Borrower hereby represents and warrants that the following information and certifications provided in connection with this Requisition are true and correct as of the date hereof and authorizes Servicer to submit this Requisition to the Fiscal Agent on behalf of Borrower:

1. Purposes for which disbursement is requested are specified in the **attached Schedule**.
2. Party or parties to whom the disbursements shall be made are specified in the **attached Schedule** (may be the undersigned in the case of reimbursement for advances and payments made or cost incurred for work done by the undersigned); provided, that no reimbursement shall be made for advances and payments made prior to \_\_\_\_\_, 20\_\_).
3. The undersigned certifies that:
  - a. the conditions precedent to disbursement set forth in the Continuing Covenant Agreement have been satisfied;
  - b. the disbursement requested pursuant to this Requisition will be used solely to pay a cost or costs allowable under the Funding Loan Agreement and the Continuing Covenant Agreement;

- c. none of the items for which disbursement is requested pursuant to this Requisition has formed the basis for any disbursement previously made from the Project Loan Fund and all such items have been properly recorded in Borrower's books and are set forth on the Schedule attached hereto, along with paid invoices attached for any sum for which reimbursement is requested and invoices or bills of sales for all other items;
- d. all labor and materials for which disbursements have been requested have been incorporated into the Project in accordance with reasonable and standard building practices, the Continuing Covenant Agreement and all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Project;
- e. the materials, supplies and equipment furnished or installed for the Improvements are not subject to any lien or security interest or that the funds to be disbursed pursuant to this Requisition are to be used to satisfy any such lien or security interest;
- f. all of the funds being requisitioned are being used in compliance with all tax covenants set forth in the Funding Loan Agreement, the Project Loan Agreement, the Tax Regulatory Agreement and the Tax Certificate, including that none of the proceeds of the Funding Loan (including investment earnings thereon) will be used to provide an airplane, a skybox or any other private luxury box, any facility primarily used for gambling, health club facility or any store the principal business of which is the sale of alcoholic beverages for consumption off premises;
- g. with respect to amounts from the Project Account of the Project Loan Fund, not less than 95% of the sum of:
  - (A) the amounts requisitioned by this Requisition; plus
  - (B) all amounts previously requisitioned and disbursed from the Project Account of the Project Loan Fund;have been or will be applied by Borrower to pay the Costs of the Project;
- h. Borrower is not in default under the Project Loan Agreement, the Continuing Covenant Agreement or any other Project Loan Document to which it is a party and nothing has occurred to the knowledge of Borrower that would prevent the performance of its obligations under such documents;
- i. no amounts being requisitioned hereby will be used to pay, or reimburse, any Costs of Issuance incurred in connection with the delivery of the Governmental Note or pay debt service with respect to the Loans; and
- j. Funds deposited with Borrower for further disbursement to third parties shall be paid to such third parties by check dated the date of such deposit and



Borrower reasonably expects such funds will be disbursed from its account within five Business Days of such deposit.

[Following items may not be required for Initial Disbursement]

4. Estimated costs of completing the uncompleted Repairs (as defined in the Continuing Covenant Agreement) as of the date of this Requisition: \_\_\_\_\_.

5. Percent of the Repairs completed as of the date this request: \_\_\_\_\_%

6. The Borrower certifies that monthly occupancy for the month preceding this Requisition was \_\_\_\_\_, as indicated by the **attached rent roll** which is true, correct and complete.

7. The Borrower certifies that net operating income for the month preceding this Requisition was \_\_\_\_\_, as indicated by the **attached operating statement**.

IN WITNESS WHEREOF, the undersigned has executed this Requisition as of the day and date first above written.

Date: \_\_\_\_\_

**BROOKS MANOR, LP,**  
a Texas limited partnership

By: NTHP Pembroke, Inc.,  
a Texas non-profit corporation,  
its General Partner

By: \_\_\_\_\_  
Timothy J. Lott, President

By: Brooks Manor LLC,  
a Texas limited liability company,  
its Class B Limited Partner

By: Volunteers of America National  
Services, a Minnesota nonprofit  
corporation, its sole member

By: \_\_\_\_\_  
Kimberly Black King,  
Assistant Secretary/Treasurer

**APPROVED:**

**ORIX Real Estate Capital, LLC**

By: \_\_\_\_\_

Name:

Title:

**RESOLUTION NO. 5254**

**RESOLUTION TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN  
DHA AND GILBANE DEVELOPMENT COMPANY  
AS A POTENTIAL REAL ESTATE DEVELOPMENT PARTNER**

**WHEREAS**, DHA’s mission is to provide affordable quality housing and access to supportive resources across north Texas; and

**WHEREAS**, *DHA Housing Solutions for North Texas* has determined the need for additional affordable housing in north Texas; and

**WHEREAS**, *DHA Housing Solutions for North Texas* has determined that an efficient and effective means of creating an incremental supply of affordable housing is through public-private partnerships with private sector real estate developers; and

**WHEREAS**, a Request for Qualifications (“RFQ”) detailing DHA’s development needs seeking development partners was issued; and

**WHEREAS**, Gilbane Development Company submitted a qualification statement, which upon review and evaluation is determined to meet DHA’s minimum requirements;

**NOW, THEREFORE, BE IT RESOLVED that:**

The DHA Board of Commissioners hereby authorizes the President and CEO or his designee to negotiate and enter into a Memorandum of Agreement (“MOA”) with Gilbane Development Company acknowledging Gilbane Development Company as a real estate developer qualified to partner with DHA and to work with DHA to develop real estate projects, either on DHA’s real estate holdings and on privately held land, in furtherance of DHA’s mission to provide affordable quality housing and access to supportive services across north Texas.

This Resolution shall be in full force and effect from and upon its adoption.

**PRESENTED AND PASSED** on this the 16<sup>th</sup> day of April, 2024 by a vote of \_\_\_ ayes and \_\_\_ nays at a regular meeting of the DHA Board of Commissioners.

\_\_\_\_\_  
Betty Culbreath, Chair

ATTEST:

\_\_\_\_\_  
Troy Broussard, President, CEO and Secretary



## Memorandum

**TO:** DHA Board of Commissioners

**FROM:** Troy Broussard, President & CEO

**SUBJECT:** Resolution Identifying a Qualified Developer, Gilbane Development Company, as a Real Estate Development Partner

**DATE:** April 16, 2024

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**I. Statement of Issue**

Request the Board of Commissioners approve the attached resolution selecting Gilbane Development Company as a qualified partner for real estate development.

**II. Prior Board Action**

One of the Boards' policy initiatives is the creation of new affordable housing units. At the March 2018 Board meeting the Board of Commissioners by unanimous vote approved the new DHA organizational structure. An affiliate entity, North Texas Housing Partners, was established to transact real estate development deals. The Board authorized staff to actively seek public/private partnerships to develop DHA's real estate holdings identified in DHA's PHA Plan as well as private market real estate owned by developers. This solicitation of developers is a direct result of the Boards' policy direction.

**III. Background and History**

Governmental and quasi-governmental entities are required to follow a public procurement process for the purchase of goods and services. As such DHA is required to procure development partners for its real estate development activities.

**IV. Status of Current Actions**

A Request for Qualifications ("RFQ") for Development Teams was prepared and advertised in accordance with State law. A panel of DHA staff reviewed and evaluated the qualification statements submitted as a response to this RFQ. DHA staff has evaluated the responses received prior to the closing of the solicitation.

Gilbane Development Company submitted a response to this RFQ which, after being evaluated, is recommended as a qualified development partner for DHA.

**V. Recommendation**

It is recommended that the attached resolution selecting Gilbane Development Company as a qualified development partner be approved and further that the President and CEO is authorized to negotiate and execute a Memorandum of Agreement (“MOA”) with the qualified developer to develop real estate projects that further DHA’s mission to provide affordable housing to low-income families and individuals, with specific project(s) to be presented to the DHA Board of Commissioners for approval.



**RESOLUTION NO 5255**

**RESOLUTION TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN  
DHA AND ELMINGTON AFFORDABLE, LLC  
AS A POTENTIAL REAL ESTATE DEVELOPMENT PARTNER**

**WHEREAS**, DHA’s mission is to provide affordable quality housing and access to supportive resources across north Texas; and

**WHEREAS**, *DHA Housing Solutions for North Texas* has determined the need for additional affordable housing in north Texas; and

**WHEREAS**, *DHA Housing Solutions for North Texas* has determined that an efficient and effective means of creating an incremental supply of affordable housing is through public-private partnerships with private sector real estate developers; and

**WHEREAS**, a Request for Qualifications (“RFQ”) detailing DHA’s development needs seeking development partners was issued; and

**WHEREAS**, Elmington Affordable, LLC submitted a qualification statement, which upon review and evaluation is determined to meet DHA’s minimum requirements;

**NOW, THEREFORE, BE IT RESOLVED that:**

The DHA Board of Commissioners hereby authorizes the President and CEO or his designee to negotiate and enter into a Memorandum of Agreement (“MOA”) with Elmington Affordable, LLC acknowledging Elmington Affordable, LLC as a real estate developer qualified to partner with DHA and to work with DHA to develop real estate projects, either on DHA’s real estate holdings and on privately held land, in furtherance of DHA’s mission to provide affordable quality housing and access to supportive services across north Texas.

This Resolution shall be in full force and effect from and upon its adoption.

**PRESENTED AND PASSED** on this the 16<sup>th</sup> day of April, 2024 by a vote of \_\_\_ ayes and \_\_\_ nays at a regular meeting of the DHA Board of Commissioners.

\_\_\_\_\_  
Betty Culbreath, Chair

ATTEST:

\_\_\_\_\_  
Troy Broussard, President, CEO and Secretary

## Memorandum

**TO:** DHA Board of Commissioners

**FROM:** Troy Broussard, President & CEO

**SUBJECT:** Resolution Identifying a Qualified Developer, Elmington Affordable, LLC, as a Real Estate Development Partner

**DATE:** April 16, 2024

---

**I. Statement of Issue**

Request the Board of Commissioners approve the attached resolution selecting Elmington Affordable, LLC as a qualified partner for real estate development.

**II. Prior Board Action**

One of the Boards' policy initiatives is the creation of new affordable housing units. At the March 2018 Board meeting the Board of Commissioners by unanimous vote approved the new DHA organizational structure. An affiliate entity, North Texas Housing Partners, was established to transact real estate development deals. The Board authorized staff to actively seek public/private partnerships to develop DHA's real estate holdings identified in DHA's PHA Plan as well as private market real estate owned by developers. This solicitation of developers is a direct result of the Boards' policy direction.

**III. Background and History**

Governmental and quasi-governmental entities are required to follow a public procurement process for the purchase of goods and services. As such DHA is required to procure development partners for its real estate development activities.

**IV. Status of Current Actions**

A Request for Qualifications ("RFQ") for Development Teams was prepared and advertised in accordance with State law. A panel of DHA staff reviewed and evaluated the qualification statements submitted as a response to this RFQ. DHA staff has evaluated the responses received prior to the closing of the solicitation.

Elmington Affordable, LLC submitted a response to this RFQ which, after being evaluated, is recommended as a qualified development partner for DHA.

**V. Recommendation**

It is recommended that the attached resolution selecting Elmington Affordable, LLC as a qualified development partner be approved and further that the President and CEO is authorized to negotiate and execute a Memorandum of Agreement (“MOA”) with the qualified developer to develop real estate projects that further DHA’s mission to provide affordable housing to low-income families and individuals, with specific project(s) to be presented to the DHA Board of Commissioners for approval.





**Resolution No. 5256**

**A Resolution to Award Project-Based Vouchers for Seniors and Permanent Supportive Housing**

**WHEREAS**, DHA’s mission is to provide affordable quality housing and access to supportive resources across North Texas; and

**WHEREAS**, the Project-Based Voucher program was enacted under the Quality Housing and Work Responsibility Act of 1998; and

**WHEREAS**, in 24 CFR 983 public housing agencies are authorized to allocate a limited percentage of the total funding in the Housing Choice Voucher Program’s Annual Contributions Contract (ACC) for project-based vouchers; and

**WHEREAS**, in full compliance with HUD regulations, DHA has engaged in fair and open solicitation of Requests for Proposals, evaluated proposals received, and responsibly recommends committing Project-Based Vouchers for Seniors-Only and Permanent Supportive Housing Project-Based Housing Vouchers to qualified projects; and

**WHEREAS**, DHA has reported to the Board of Commissioners its activities and progress in utilizing the Project-Based Voucher program to advance its mission.

**NOW, THEREFORE BE IT RESOLVED that**

The DHA Board of Commissioners hereby authorizes the DHA President and CEO, or his designee, to award Project-Based Vouchers to Revlon apartments, Spencer Gardens, St. Jude Center Vantage Point, Central Pointe Seniors, The Village of Dallas and Lapiz Flats from DHA’s allocation of Housing Vouchers and supports DHA’s actions to further advance the supply of quality housing affordable to lower income seniors and individuals/families experiencing homelessness or at risk of becoming homeless with at least one member with a disability through its effective utilization of HUD Project-Based Vouchers.

**PRESENTED AND PASSED** on this the 16<sup>th</sup> day of April, 2024 by a vote of \_\_\_ ayes and \_\_\_ nays at a regular meeting of the DHA Board of Commissioners.

ATTEST

\_\_\_\_\_  
Betty Culbreath, Chair

\_\_\_\_\_  
Troy Broussard, President, CEO and Secretary

# Memorandum

**To:** DHA Board of Commissioners

**From:** Troy Broussard, President & CEO

**Subject:** **A Resolution to Award Project-Based Housing Vouchers for Seniors and Permanent Supportive Housing**

**Date:** April 16, 2024

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## **I. Description of Action to be Taken**

DHA has determined it necessary and appropriate to solicit proposals from developers and or property owners interested in Project-Based Vouchers for seniors and for permanent supportive housing, which is for individuals/families experiencing homelessness or at risk of becoming homeless with at least one member with a disability.

## **II. Background / History**

The Housing Choice Voucher Program is the federal government's major program for assisting very low-income families, the elderly and disabled to afford decent, safe and sanitary housing in the private rental market. The Housing Choice Voucher program is DHA's largest housing program, assisting 16,000 households. In the Housing Choice Voucher program, the participant is free to choose any housing that meets the requirements of the program. Persons awarded a housing voucher are responsible for finding a suitable housing unit of their choice where the owner agrees to rent the unit to the family with assistance from the program. Rent is paid in two parts; the tenant pays a share of the rent, based on their household income, and DHA pays the balance of the rent.

To increase the supply of rental units entering the program and for maximum local flexibility, HUD allows a public housing agency to assign a portion of its allocation of housing vouchers to specific projects. This is the Project-based voucher program. Some of DHA's housing vouchers may be assigned to a project / property. HUD requires agencies to award Project-based vouchers through a fair and open competition. HUD also limits agencies to awarding up to 20% of their allocated housing voucher resources in the form of Project-Based vouchers. An additional 10% is available to agencies for projects that exclusively serve special populations; the homeless, veterans, persons with disabilities, can increase the limit.

Project-Based Vouchers can be awarded to new construction, rehabilitation, or existing projects where the owner agrees to set aside a portion of the units in the project as affordable housing utilizing project-based vouchers.

DHA has complied with all applicable HUD regulations, engaged in open and fair competition by soliciting proposals through the request for proposal process and fairly evaluated all proposals received.

DHA's program goals are to expand the affordability of rental housing in partnership with property owners/developers and is a means of bringing quality landlords into the voucher program. The Project based voucher program differs from the Tenant-based program, in that in the Project-based voucher program the rental housing assistance is tied to the unit, rather than to the program participant.

To address the need for more affordable rental housing for the growing population of individuals/families experiencing homelessness or at risk of becoming homeless with at least one member with a disability and seniors in Dallas, DHA solicited a Request for Proposals for Project-Based Vouchers for Seniors-Only on August 1, 2023 and Permanent supportive Housing on December 11, 2023.

### **III. Status of Current Action**

On August 1, 2023, DHA issued a Request for Proposals (RFP) seeking owners /developers interested in applying for Project-Based Vouchers for seniors, utilizing a portion of DHA's allocation of Housing Vouchers.

This solicitation period was open until November 13, 2023. Multiple proposals were received and DHA is recommending making an award to the following proposals listed in the table below. DHA is seeks authorization to award project-based vouchers to the following projects for seniors:

- Twenty-two (22) PBV to Central Pointe Seniors, located at 7440 S Westmoreland Road, Dallas, Texas 75237 and
- Twenty (20) PBV to Lapiz Flats, located at 2300 Avenue H East, Grand Prairie, Texas 75050.

On December 11, 2023, DHA issued a RFP seeking owners/developers interested in applying for Project-Based Vouchers for Permanent Supportive Housing. This solicitation period was open until January 22, 2024. Multiple proposals were received and DHA seeks authorization to award project-based vouchers to the following projects:

- Twenty-seven (27) PBV's to Revlon Apartments, located at 720 N. Lancaster Ave., Dallas, TX 75203, and
- Twelve (12) PBV's to Spencer Gardens, located at 717 Comal Street, Dallas, TX 75203,
- Twenty-eight (28) project-based housing vouchers to The Village of Dallas, located at 2330 W. Northwest Highway, Dallas, TX 75220
- Forty (40) PBV's to St. Jude Center Vantage Point, located at 9019 Vantage point Dr., Dallas, TX 75243, and

DHA received six proposals. DHA's evaluation committee carefully reviewed each proposal received and recommends six proposals for approval.

### **IV. Recommendation**

DHA received six proposals. DHA's evaluation committee carefully reviewed each proposal received and recommends six proposals for approval.

## Project-Based Vouchers for Seniors and Permanent Supportive Housing (PSH)

	<b>Max Points</b>	<b>Revlon Apartments</b>	<b>Spencer Gardens</b>	<b>Village of Dallas</b>	<b>St. Jude Center Vantage Point</b>	<b>Central Pointe Seniors</b>	<b>Lapis Flats</b>
<b>Type</b>		<b>PSH</b>	<b>PSH</b>	<b>PSH</b>	<b>PSH</b>	<b>Seniors</b>	<b>Seniors</b>
<b># PBV units</b>		<b>27</b>	<b>12</b>	<b>28</b>	<b>40</b>	<b>22</b>	<b>20</b>
<b>Total Points</b>	<b>100</b>	<b>79</b>	<b>84</b>	<b>87</b>	<b>92</b>	<b>79</b>	<b>80</b>

**Resolution No. 5257**

**RESOLUTION TO APPROVE THE ADDITION OF SOLAR SCREEN PANELS AT  
ROSELAND ESTATES AND ROSELAND TOWNHOMES**

**WHEREAS**, DHA's mission is to provide affordable quality housing and access to supportive resources across North Texas; and

**WHEREAS**, HUD required procurement procedures is completed for the Addition of Solar Screen Panels at Roseland Estates and Roseland Townhomes;

**NOW, THEREFORE, BE IT RESOLVED**

**By the DHA Board of Commissioners that:**

1) The DHA President and CEO or his designee is authorized to award a contract to Pinion 91 Contracting through TIPS procurement for the Addition of Solar Screen Panels at Roseland Estates and Roseland Townhomes. Pinion 91 Contracting LLC is a competitive, responsible and responsive bidder; and be it further resolved that,

2) The DHA President & CEO is authorized to serve as the Contracting Officer for the Authority in the administration of the above said contract or to designate a person to serve in his stead.

**Presented and Passed** on this 16th day of April 2024 by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the DHA Board of Commissioners.

\_\_\_\_\_  
Betty Culbreath, Chair

ATTEST:

\_\_\_\_\_  
Troy Broussard, President, CEO and Secretary



**TO:** DHA Board of Commissioners

**FROM:** Troy Broussard, President and CEO

**SUBJECT:** Resolution to Approve the Addition of Solar Screen Panels at Roseland Estates and Roseland Townhomes

**DATE:** April 16, 2024

**COPIES:** File

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**I. Description of Action to be Taken**

DHA has determined that it is appropriate to add solar screen panels to the windows at Roseland Estates and Roseland Townhomes multi-family rental housing development.

**II. Background and History**

Roseland Estates and Roseland Townhomes are multifamily developments that are in the process of significant repairs and renovations to both the exterior and interior.

The addition of solar screens is an exterior modification that would save on energy costs by increasing the efficiency of the cooling system per unit while providing an aesthetic appeal that is consistent throughout the property.

The scope of work includes but is not limited to furnishing and installing all materials, supplies, bond, equipment and labor to add approximately 1792 Solar Screen Panels at Roseland Estates and Roseland Townhomes.

**III. Status of Current Action**

DHA researched companies from the Interlocal Purchasing System, TIPS to provide proposals to add solar screen panels at Roseland Estates and Roseland Townhomes. When one was found to be responsive a request for a proposal was made. DHA received a response by Pinion 91 Contracting, LLC. Pinion 91 Contracting LLC is designated DBE, HUB, and WOSB.

The vendor met with DHA staff to assess the site and scope of work required and provided a detailed proposal within a two-week period.

#### **IV. Recommendation**

We recommended that the DHA Board of Commissioners approve the resolution for the award of the contract through TIPS procurement to Pinion 91 Contracting, LLC to add solar screen panels at Roseland Estates and Roseland Townhomes for an amount of \$208,274.92.



**Resolution No. 5258**

**RESOLUTION TO APPROVE CONCRETE REPAIRS AT LAKEVIEW TOWNHOMES**

**WHEREAS**, DHA’s mission is to provide affordable quality housing and access to supportive resources across North Texas; and

**WHEREAS**, HUD required procurement procedures is completed for concrete repairs at Lakeview Townhomes;

**NOW, THEREFORE, BE IT RESOLVED**

**By the DHA Board of Commissioners that:**

1) The DHA President and CEO or his designee is authorized to award a contract to C & J Designs and Solutions of East Texas through TIPS procurement for concrete repairs at Lakeview Townhomes. C & J Designs and Solutions of East Texas is a competitive, responsible and responsive bidder; and be it further resolved that,

2) The DHA President & CEO is authorized to serve as the Contracting Officer for the Authority in the administration of the above said contract or to designate a person to serve in his stead.

**Presented and Passed** on this 16th day of April 2024 by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the DHA Board of Commissioners.

\_\_\_\_\_  
Betty Culbreath, Chair

ATTEST:

\_\_\_\_\_  
Troy Broussard, President, CEO and Secretary





**TO:** DHA Board of Commissioners

**FROM:** Troy Broussard, President and CEO

**SUBJECT:** Resolution to Approve Concrete Repairs at Lakeview Townhomes

**DATE:** April 16, 2024

**COPIES:** File

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**I. Description of Action to be Taken**

DHA has determined that it is necessary and appropriate to have concrete repairs done at Lakeview Townhomes multi-family rental housing development.

**II. Background and History**

Lakeview Townhomes is a multifamily development that is experiencing significant concrete distress throughout the site in the streets, alleys, sidewalks, and ADA accessible pathways.

These areas are important to repair because they are expected to be maintained in accordance with NSPIRE guidelines for outside inspection. More importantly, the deficiencies pose a hazard to the health and safety of DHA residents.

In depth site inspection and assessments by experienced concrete professionals have been conducted between November 2023 through February 2024. As a result, several square yards, lineal feet, and tons of concrete are required to properly improve the site conditions. This corrective action will eliminate hazards to the health and safety of DHA residents as well as ensure compliance with NSPIRE requirements.

The scope of work includes but is not limited to furnishing all materials, supplies, bond, equipment and labor for concrete repairs at Lakeview Townhomes.

**III. Status of Current Action**

DHA researched companies from the Interlocal Purchasing System, TIPS. One was found to be responsive and DHA requested the submission of a proposal for concrete repairs at Lakeview Townhomes. DHA received a response by C & J Designs and Solutions of East Texas. C & J Designs and Solutions of East Texas is designated HUB.

**IV. Recommendation**

We recommended that the DHA Board of Commissioners approve the resolution for the award of the contract through TIPS procurement to C & J Designs and Solutions of East Texas for concrete repairs at Lakeview Townhomes for an amount of \$335,572.35.



**Resolution No. 5259**

**RESOLUTION FOR INTERIOR RENOVATIONS AT 10635 CHANNEL DRIVE AND  
12384 HIGH MEADOW DRIVE SINGLE FAMILY HOMES**

**WHEREAS**, DHA’s mission is to provide affordable quality housing and access to supportive resources across North Texas; and

**WHEREAS**, bid contract documents and specifications have been prepared for the Interior Renovations at 10635 Channel Drive and 12384 High Meadow Drive Single-Family Homes;

**WHEREAS**, after public advertising, sealed bids have been received, and publicly opened and read aloud;

**NOW, THEREFORE, BE IT RESOLVED that:**

1) The DHA President and CEO or his designee is authorized to award a contract for the Interior Renovations at 10635 Channel Drive and 12384 High Meadow Drive Single-Family Homes to the lowest most responsible and responsive bidder; and

2) The DHA President & CEO is authorized to serve as the Contracting Officer for the Authority in the administration of the above said contract or to designate a person to serve in his stead.

**Presented and Passed** on this 16th day of April 2024 by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the DHA Board of Commissioners.

\_\_\_\_\_  
Betty Culbreath, Chair

ATTEST:

\_\_\_\_\_  
Troy Broussard, President, CEO and Secretary



**TO:** DHA Board of Commissioners

**FROM:** Troy Broussard, President and CEO

**SUBJECT:** To Complete Interior Renovations at 10635 Channel Drive and 12384 HighMeadow Drive, Single Family Homes Located in Dallas, Texas

**DATE:** April 16, 2024

**COPIES:** File

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**I. Description of Action to be Taken**

DHA solicited competitive bids through IFB-2024-14 for the Interior Renovations of 10635 Channel Drive and 12384 High Meadow Drive Single-Family Homes.

**II. Background and History**

The two properties identified above has experienced a high degree of structural distress. In 2023, DHA responded to the distress of the properties with the completion of structural assessments, foundation and sewer system repairs. Both properties are now supported by lifetime foundation warranties and the building envelopes rests on a level and firm foundation.

The foundation issues caused severe cracks in floors, ceilings, and walls. In addition, both properties have outdated living spaces because they exceed an actual age of 50 years. As a result, these homes require complete interior remodeling and upgrades.

The scope of work includes but is not limited to furnishing and installing all materials, supplies, equipment and labor to complete the Interior Renovations at 10635 Channel Drive and 12384 High Meadow Drive Single-Family Homes. Bid Contract Documents and Specifications were prepared and invitations were published for this work in accordance with State law and applicable federal regulations.

**III. Status of Current Action**

The bid documents were publicly posted and were sent to contractors on the DHA bidders list. Three (3) bids were received. The bidding process has been completed and the lowest most responsible and responsive bidder is American Builders Group LLC. The contractor is a Hispanic-Minority Owned Business/ Enterprise (MBE). Procurement requirements have been met for the Interior Renovations at 10635 Channel Drive and 12384 High Meadow Drive Single-Family Homes.

**IV. Recommendation**

It is recommended that the resolution for the award of the Contract to American Builders Group LLC for the Interior Renovations at 10635 Channel Drive and 12384 High Meadow Drive Single-Family Homes for an amount of \$180,000 be approved.



**Resolution No. 5260**  
**RESOLUTION AUTHORIZING THE WRITE-OFF OF  
UNCOLLECTIBLE ACCOUNTS FROM VACATED TENANTS  
FOR THE QUARTER ENDING MARCH 31, 2024**

**WHEREAS**, the regulations of the U.S. Department of Housing and Urban Development (HUD) require the Commissioners of the Public Housing Agency to approve the write-off of vacated tenants' accounts designated as uncollectible; and

**WHEREAS**, a reasonable effort has been made to collect the balance due to DHA Housing Solutions for North Texas by the vacated tenants, and such balances must be repaid prior to such vacated tenants receiving any housing benefits from the Agency in the future;

**NOW THEREFORE, BE IT RESOLVED THAT:**

The Board of Commissioners of DHA Housing Solutions for North Texas authorizes the President and Chief Executive Officer to authorize the write-off of the amount of **(Eight hundred ninety-four thousand, Seven hundred forty-nine dollars and forty-one cents (\$894,749.41))**, as shown on the attached documentation, considered to be uncollectible from the books of the Dallas Housing Authority for the period ending March 31, 2024.

**PASSED** this \_\_\_\_\_ day of April 2024.

\_\_\_\_\_  
Betty Culbreath, Chairwoman

ATTEST:

\_\_\_\_\_  
Troy Broussard, Secretary, President/CEO

**DHA HOUSING SOLUTIONS FOR NORTH TEXAS  
EXECUTIVE SUMMARY**

**TO:** The Commissioners of DHA Housing Solutions for North Texas

**FROM:** Troy Broussard, President/CEO

**SUBJECT:** Write-off of Uncollectible Tenant Receivables

**DATE:** April 16, 2024

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**I. Statement of Issue**

Request to authorize the President and Chief Executive Officer to write-off uncollectible tenant accounts receivables for the tenants who have moved out from their units.

**II. Background/History**

DHA procedure requires the write-off of tenant accounts receivables quarterly. Board approval is required to write off any uncollectible amounts. The attached resolution seeks to receive such approval for the quarter ending March 31, 2024. These tenants will not be accepted back to any DHA program unless this bad debt is settled by the tenant.

**III. Status of Current Action**

Board approval is required to write-off the tenants accounts receivables for the tenants who have moved out with balances owed.

**IV. Recommendation**

It is recommended that the Board approve the resolution authorizing the Write-Off of Uncollectible Accounts from Vacated Tenants for the Quarter Ending March 31, 2024 in the amount of \$894,749.41.

**PUBLIC HOUSING WHITE OFF REPORT**  
For Quarter Ending March 31, 2024

Property	Unit	Charged To	Names	Move Out	Rent	Damage	Fees	Legal	Utilities	Grand Total	Comments
201r	20025	10093104	SMITH	12/18/23	1,855.61					1,855.61	Tenant was evicted: Correction \$1855.61: For past due rent for partial 08/2023, and rent for 09/2023-11/2023 and pro-rate rent for 12/2023
201r	20034	10068047	STRAIN JR	01/17/24	2,093.71		120.00			2,213.71	Tenant was evicted: Correction tenant owes \$2213.71: Past due rent for 3/2023 - 12/2023 and pro-rate rent for 01/2024 pending court & attorney fees
201r	20055	X0018374	GUNTER	12/27/23	14.71					14.71	Tenant voluntarily moved out: Pro-rate rent for 12/2023
201r	20063	10020371	GARRETT	01/18/24	31.94		75.00			106.94	Tenant voluntarily moved out: Correction tenant owes \$106.94: Partial rent for 12/2023 and pro-rate rent for 01/2024
201r	20066	10122163	MURPHY	01/08/24	2,687.68	320.00	110.00			3,117.68	Tenant voluntarily moved out: Correction to balance \$4687.42: Past due rent for 08/2023 02/2024, & pro-rate rent for 03/2024, late fees for Dec 2023 & Feb 2024, move out charges for Door and blinds replaced.
<b>201r Total</b>					<b>6,683.65</b>	<b>320.00</b>	<b>305.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,308.65</b>	
2021r	30013	10138151	BLANKS	03/01/24	4,407.42	250.00	30.00			4,687.42	Tenant deceased: Partial rent for 12/2023 and pro-rated rent for 01/2024
2021r	30067	10006607	Vickers	01/10/24	935.77		15.00			950.77	Tenant was evicted: Correction tenant owes \$10,209.69 for Past due rent for partial 09/2020, full rent 10/2020-12/2023 and pro-rate rent for 12/2023, move out charges for 4 interior doors, trash out, and clean appliances
2021r	30070	10054109	MCCOY	01/17/24	8,721.50	1,310.00	120.00		58.19	10,209.69	Tenant voluntarily moved out: Correction to balance \$1481.24: Past due rent for 11/2023 12/2023, & pro-rate rent for 01/2024, late fees for 10/2023-12/2023, utilities 04/2022-05/2022, and prior work order for replacement of cabinet face cover
2021r	30077	10191122	Mendoza	01/04/24	1,400.90	23.13	45.00		12.21	1,481.24	Tenant was evicted: Correction tenant owes \$3377.29: Charges past due partial rent 05/2022, rent 06/2022 - 01/2024, and pro-rate rent 02/2024, late fees for 04/2023 - 02-2024, and utilities for 10/2021 - 11/2023
2021r	30108	10080490	Thomas	02/20/24	2,719.70		150.00		507.59	3,377.29	Tenant voluntarily moved out: Past due rent for partial 11/2023 & pro-rate rent for 12/2023, late fees for Nov & Dec
2021r	30142	10043965	JENKINS	12/28/23	1,448.35	100.00				1,548.35	



**PUBLIC HOUSING WRITE OFF REPORT**  
For Quarter Ending March 31, 2024

Property	Unit	Charged To	Names	Move Out	Rent	Damage	Fees	Legal	Utilities	Grand Total	Comments
2021r	30146	10098407	RICHARDSON	12/13/23			15.00			15.00	1 month late charge
											Tenant was evicted: Correction tenant owes \$4358.80: Charges past due partial rent 04/2023, rent 05/2023-01/2024, late fees for 08/2023 - 12/2023, and previous wo order for lock changed
2021r	30178	10181748	WIGGINS	01/31/24	4,724.00	8.80	60.00		577.99	4,792.80	
<b>2021r Total</b>					<b>24,357.64</b>	<b>1,691.93</b>	<b>435.00</b>	<b>0.00</b>	<b>577.99</b>	<b>27,062.56</b>	
2031r	70010	10193657	Pinson	03/12/24		1,018.00				1,018.00	clean stove, fridge, 2 blinds, door and trash out
											Tenant voluntarily moved out: Correction tenant owes \$7,606.20: Charges past due rent \$4,496 (03/2023 - 1/2024 and pro-rate of 02/2024, move out charges to unit for replacement of 7 blinds, cleaning of stove & fridge, repair 10 holes in wall, Replace missing cabinet door & drawer, replace 3 smoke detectors & 1 carbon monoxide, replace 2 light globes & 1 outlet cover, replace 2 interior doors & 1 door knob, and replaced 1 window pane
2031r	70055	10164485	Holloway	02/29/24	4,066.00	3,390.20	150.00			7,606.20	
2031r	70086	10108598	STRANGE	03/11/24	17,286.97	1,917.50	150.00	1,862.00		21,216.47	Tenant was evicted: Correction tenant owes \$21,216.47: Charges past due rent , move out charges to unit forcleaning of stove & fridge,replace 4 interior doors, and trash out
<b>2031r Total</b>					<b>21,352.97</b>	<b>6,325.70</b>	<b>300.00</b>	<b>1,862.00</b>	<b>0.00</b>	<b>29,840.67</b>	
2061r		10047053	TISDALE	03/12/24	19,389.68		30.00			19,419.68	Unpaid rent 17 months plus repayment agreement, late fees at time of move-out \$19,419.68
2061r		10089279	LEWIS	02/26/24	6,178.19					6,178.19	Unpaid rent4 months and repayment agreement, \$6,178.19 at time of move-out
2061r		10119244	Bailey	01/03/24	9,286.26					9,286.26	Unpaid rent 12 months plus repayment agreement, maintenance repairs, utilities at time of move-out \$9,286.26
2061r	10016	10119244	Bailey	01/03/24	8,991.10	150.00	15.00		130.16	9,286.26	Unpaid rent 12 months plus repayment agreement, maintenance repairs, utilities at time of move-out \$9,286.26
2061r	10101	10089279	LEWIS	02/26/24	6,133.19		45.00			6,178.19	Unpaid rent4 months and repayment agreement, \$6,178.19 at time of move-out
2061r	10121	10097707	FLORES	01/03/24	3,744.26	205.00	75.00		40.77	4,065.03	Unpaid rent5 months, late fees, maintenance repairs, utilities at time of move-out \$4,065.03
2061r	10136	10138468	HERRANDEZ	01/03/24	7,435.97	600.00	45.00		443.57	8,524.54	Unpaid rent8 months , late fees, utilities, maintenance charges at time of move-out \$8,524.54
2061r	10153	KX072096	REED	01/26/24	441.00					441.00	Unpaid rent 3 months at time of move-out

**PUBLIC HOUSING WHITE OFF REPORT**  
For Quarter Ending March 31, 2024

Property	Unit	Charged To	Names	Move Out	Rent	Damage	Fees	Legal	Utilities	Grand Total	Comments
206lr	10205	10047053	TISDALE	03/12/24	19,389.68		30.00			19,419.68	Unpaid rent 17 months plus repayment agreement, late fees at time of move-out \$19,419.68
206lr	10415	y0336584	Beverly	02/06/24	24.90		15.00		37.13	77.03	Unpaid rent at time of move-out 1 month, 1 month utilities and 1 month late fees
<b>206lr Total</b>					<b>81,014.23</b>	<b>955.00</b>	<b>255.00</b>	<b>0.00</b>	<b>651.63</b>	<b>82,875.86</b>	
207lr		10115712	SWEET	01/30/24	5,959.13	315.00				6,274.13	Tenant owed defaulted payment agreement balance of \$3,734.00, rent owed from July 2023 to Jan 2024 \$2,224.13, move out charge 315.00, Total balance owed \$6,274.13
207lr	15291	x011758	WILSON	02/23/24		251.00				251.00	\$24 balance was transferred to new unit
207lr	15292	10115712	SWEET	01/30/24	5,335.80	635.00	105.00		198.33	6,274.13	Tenant owed defaulted payment agreement balance of \$3,734.00, rent owed from July 2023 to Jan 2024 \$2,224.13, move out charge 315.00, Total balance owed \$6,274.13
207lr											Employee unit(manager is sending an adjustment to remove 2months rent ) balance will be a partial month rent and 1 month utilities)
207lr	15294	10163224	WALLACE	02/15/24	1,200.00				25.35	1,225.35	security deposit , 3 months rent (2prorated), 1 late fee,
<b>207lr Total</b>					<b>12,494.93</b>	<b>1,201.00</b>	<b>105.00</b>	<b>0.00</b>	<b>223.68</b>	<b>14,024.61</b>	
208lr	17032	10290937	JACKSON	02/09/24	949.99		15.00		0.00	964.99	Damage fee for key, 11 months rent, 10 months late fees , damages locks and garbage disposal
<b>208lr Total</b>					<b>949.99</b>	<b>0.00</b>	<b>15.00</b>	<b>0.00</b>	<b>0.00</b>	<b>964.99</b>	
210lr	18133	10063308	JACKSON	03/20/24	9,814.00	235.00	150.00	1,675.00		11,874.00	1 month utilities, damage window, 2 months rent
210lr	18322	x0252127	HILL	02/27/24	180.00	750.00			50.84	980.84	HOH moved remaining bal is from a tenant repayment agreement,Bal should reflect 3336.00
<b>210lr Total</b>					<b>9,994.00</b>	<b>985.00</b>	<b>150.00</b>	<b>1,675.00</b>	<b>50.84</b>	<b>12,854.84</b>	
211lr		10056827	MONTOYA	12/11/23	3,336.00					3,336.00	HOH moved voluntarily, delinquent rent owed is for 20 1/2 mos, rent balance of 707.86 is incorrect it should be 1655.86, large trash out fee
211lr	30206	10187880	COOPER	02/23/24	1,655.86	490.00				2,145.86	HOH moved out voluntarily,2mos rent and 1 partial rent.
211lr	30310	10034264	TURNER	01/29/24	621.94					621.94	HOH move out voluntarily move out, owe rent for 2 months, large trash out fee and late fee
211lr	30316	10016297	WHEELER	01/29/24	570.58	690.00	11.00			1,271.58	HOH moved voluntarily, delinquent rent owed is for 13 1/2 mos, rent balance of 1047.68 is incorrect it should be 3538.39, large trash out fee and late fees
211lr	30503	10185242	Holloman	01/11/24	3,538.39	690.00	105.00			4,333.39	

**PUBLIC HOUSING WRITE OFF REPORT**  
For Quarter Ending March 31, 2024

Property	Unit	Charged To	Names	Move Out	Rent	Damage	Fees	Legal	Utilities	Grand Total	Comments
211lr	30615	10124214	AUZENNE	01/31/24	5,699.00	690.00	105.00			6,494.00	HOH moved out voluntarily, delinquent rent owed for 22 mos, rent balance of 1248.00 is incorrect, correct rent is 5591.50, large trash out and late fees
211lr	30616	10205648	Rountree	01/11/24	1,295.39	690.00	105.00			2,090.39	HOH moved voluntarily, delinquent rent owed is for 6mos, rent balance of 1017.87 is incorrect it should be 1288.39, large trash out fee and late fees
211lr	30714	10168000	Bailey	03/29/24	549.00					549.00	1 month rent HOH moved voluntarily, delinquent rent owed is for 13 mos, rent balance of 867.16 is incorrect it should be 637.50, large trash out fee, late fees and damages
211lr	30902	10221517	Gaines	02/23/24	638.40	712.50	120.00			1,470.90	HOH moved voluntarily, delinquent rent owed is for 10 mos, rent balance of 1116.77 is incorrect it should be 2579.77, large trash out fee, late fees and damages
211lr	31212	10261759	Gamble	01/18/24	2,543.77	690.00	105.00			3,338.77	HOH moved out voluntarily, delinquent rent owed for 19 1/2 mos, rent balance of 1026.00 is incorrect, correct rent is 4978.00, large trash out fee and late fees
211lr	31215	10170254	Polk	01/11/24	4,978.00	690.00	105.00			5,773.00	HOH evicted for non pay rent, delinquent rent owed for 7 months, rent balance of \$426.77 is incorrect, correct rent is \$ 1979.78, owe legal fees and move out damages
211lr	31305	10006005	MITCHELL	01/18/24	2,215.55	690.00	105.00	175.00		3,185.55	HOH moved voluntarily, delinquent rent owed is for 6 mos, rent balance of 1021.94 is incorrect it should be 1171.94, large trash out fee and late fees
211lr	31308	10187399	JENKINS	01/11/24	1,171.94	690.00	105.00			1,966.94	HOH moved voluntarily, delinquent rent owed is for 2 mos, rent balance of 295.00 is incorrect it should be 558.00, late fees
211lr	31314	X0048042	JOHNS	03/01/24	558.00	10.00	6.00			574.00	duplicate see below
<b>211lr Total</b>					<b>29,371.82</b>	<b>6,732.50</b>	<b>872.00</b>	<b>175.00</b>	<b>0.00</b>	<b>37,151.32</b>	
213lr		10124365	MIRANDA	03/04/24	700.00					700.00	
213lr	70308	10070127	SLATT	01/31/24		1,210.00		134.00		1,344.00	damages front door twice, legal fee, trashout 9 months late fees, 9 months rent, repayment agreement
213lr	70513	10124365	MIRANDA	03/04/24	12,017.00		135.00			12,152.00	
213lr	71202	10019478	SHERMAN	01/29/24	202.58					202.58	1 month rent
<b>213lr Total</b>					<b>12,919.58</b>	<b>1,210.00</b>	<b>135.00</b>	<b>134.00</b>	<b>0.00</b>	<b>14,398.58</b>	
214lr	20227	10235689	Alsidawy	03/26/24	589.03					589.03	1 month partial rent and security deposit
214lr	20312	10214416	Edmonds	02/26/24	161.17	25.00	135.00			321.17	Tenant voluntarily moved out. Partial rent for Jan 2024 and pro-rate rent for 02/2024, late fee for Feb 2024
<b>214lr Total</b>					<b>750.20</b>	<b>25.00</b>	<b>135.00</b>	<b>0.00</b>	<b>0.00</b>	<b>910.20</b>	

**PUBLIC HOUSING WRITE OFF REPORT**  
For Quarter Ending March 31, 2024

Property	Unit	Charged To	Names	Move Out	Rent	Damage	Fees	Legal	Utilities	Grand Total	Comments
215r		10055771	PUCKETT	02/07/24	22,243.46	1,260.00				23,503.46	10 months rent and repayment agreement, 3 month late fees, damages (2 doors, 2 windows, all blinds, screen replacement and trashout)
215r		10182970	Bryant	03/01/24	3,975.38	1,030.00				5,005.38	5 months late fees, 3 months rent and repayment agreement, trashout, cleaning, floor repair, and blinds.
215r		10206431	Austin	03/13/24	3,215.23		15.00			3,230.23	repayment agreement, 1 month late fee, 3 months rent
215r		50006	Villegas-Franco	02/28/24	13,343.25	835.00	135.00			14,313.25	3 months utilities, 41 months rent, 9 months late fees, cleaning fees, door repair, trash out
215r		50019	Bryant	03/01/24	2,840.38	2,090.00	75.00			5,005.38	5 months late fees, 3 months rent and repayment agreement, trashout, cleaning, floor repair, and blinds.
215r		50023	WILSON	03/06/24	12,438.03	2,095.00	135.00			14,668.03	25 months rent, 9 months late fees, cleaning fees, smoke detector, wall repair, 5 doors, 5 blinds replace, trash out
215r		50026	MERRITT	03/01/24	5,677.10		120.00			5,797.10	25 months rent, 8 months late fees repayment agreement, 1 month late fee, 3 months rent
215r		50043	Austin	03/13/24	3,215.23		15.00			3,230.23	10 months rent and repayment agreement, 3 month late fees, damages (2 doors, 2 windows, all blinds, screen replacement and trashout)
215r		50050	PUCKETT	02/07/24	22,198.46	1,260.00	45.00			23,503.46	8 months late fees, 4 months rent, cleaning, 2 light fixtures, 8 blinds
215r		50067	Montgomery	03/06/24	5,254.97	860.00	111.00			6,225.97	22 months rent, 8 months late fees, 2 month utilities charges, damages (cleaning)
215r		50076	WIGGINS	02/20/24	14,123.79	450.00	120.00		43.30	14,737.09	21 months rent, 5 months late fees.
215r		50096	RAYMOND	03/06/24	6,718.06		75.00			6,793.06	duplicate see line 85
<b>215r Total</b>		<b>x0042305</b>	<b>CROWDER</b>	<b>03/06/24</b>	<b>115,243.34</b>	<b>9,880.00</b>	<b>846.00</b>	<b>0.00</b>	<b>43.30</b>	<b>126,012.64</b>	
216r		30034	STEVENSON	03/06/24	11,430.00	350.00	105.00			11,885.00	17 months rent, 7 months late fees, trash out
216r		30042	CRAWFORD	03/06/24	15,424.81	950.00				16,374.81	12 months rent, 1 month partial rent, repayment agreement, window, wall repair, trash out
216r		30047	BOYCE	01/19/24	2,896.78	1,290.00	75.00			4,261.78	15 months rent, 5 months late fees, trash out fees, blinds, wall repair, cleaning
216r		30051	CROWDER	03/06/24	3,105.42	950.00	45.00			4,100.42	3 months late fees, 3 months rent, repayment agreement, repair wall, window and trashout
<b>216r Total</b>		<b>x0042305</b>	<b>CROWDER</b>	<b>03/06/24</b>	<b>33,146.01</b>	<b>3,540.00</b>	<b>225.00</b>	<b>0.00</b>	<b>0.00</b>	<b>36,911.01</b>	
217r		30017	KING	03/26/24	5,557.00	40.00	90.00			5,687.00	6 months late fees, 6 months rent, damages trash

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Property	Unit	Charged To	Names	Move Out	Rent	Damage	Fees	Legal	Utilities	Grand Total	Comments
217r	30020	10104084	CHAPA	12/28/23	5,210.64	6,850.00				12,060.64	8 months rent, rent and damages from transfer previous unit, charged 6 times for trash, move out damages cabinets, cleaning, floors, walls, door hardware, mirror, screens, 4 months rent , damages blinds, screens trash out
217r	30023	10069570	PHUNISEE	01/29/24	1,431.42	775.00				2,206.42	
<b>217r Total</b>					<b>12,199.06</b>	<b>7,665.00</b>	<b>90.00</b>	<b>0.00</b>	<b>0.00</b>	<b>19,954.06</b>	
218r	40903	10074466	TANDUKAR	01/22/24	2,043.24	715.00	15.00			2,773.24	3 months rent , 1 month late fee, damages (clog drain and trash ) , clean appliances, floor repair, 2 miniblinds,
218r	41002	10182057	Polk	02/12/24	15.73	1,292.20	30.00			1,337.93	pest control trip, 1 month rent , 2 months late fees, damages (unclog, blinds , trash) move out (clean appliances, wall repair, mini blinds, trashremoval
218r	41902	10193612	Jordan	02/06/24	3,133.00	1,530.00	135.00		12.76	4,810.76	12 months rent , 9 months late fees, 1 month utilities , damages (trash , door jam) , Move out ( clean fridge, 2 smoke detectors, living room ceiling , wall repair, door, blinds),
<b>218r Total</b>					<b>5,191.97</b>	<b>3,537.20</b>	<b>180.00</b>	<b>0.00</b>	<b>12.76</b>	<b>8,921.93</b>	\$10.61 late fee charge after credit applied 1 month delinquent rent 2/2024 \$15.00 late fee
220r	10131	10265671	Valentine	03/11/24		60.61				60.61	1 month partial rent
220r	10132	10042340	HORTON	02/26/24	591.66		15.00			606.66	3 months delinquent rent
220r	10222	Y0218500	Mills	03/05/24	37.26					37.26	1 month delinquent rent
220r	10232	10064526	GALLOW	02/22/24	2,665.79	150.00	60.00			2,875.79	3 months delinquent rent
220r	10238	10108224	MATHIS	01/10/24	2,133.55	150.00	135.00			2,418.55	12/2023,1/2024,2/2024 \$15.00 for 1 month late fee \$150.00 for trash out
220r	10315	10201609	West	01/10/24	4,873.70	50.00	135.00			5,058.70	4 month delinquent rent 11/2023-12/2023,1/2024-2/2024 Trash out \$150.00
220r	10332	10140799	SIMS	02/21/24	3,355.66	175.00	60.00			3,590.66	Work order \$25.00
220r	10512	10178414	ALLEN	03/11/24		433.68	30.00			463.68	2 month late fees \$30.00 Work order \$433.68 Front door damage
220r	10611	10109270	MILLSTEAD	03/13/24		20.00				20.00	damage locks fee
220r	10633	10116254	CHAPA	01/10/24	7,788.68	200.00	135.00		1,457.35	9,581.03	3 months delinquent rent 12/2023,01/2024 and 2/2024
220r	10738	10230079	Wright	02/19/24	2,693.23	50.00	105.00			2,848.23	Trash out for \$350.00
220r	10922	10122610	GRADY	01/03/24		350.00	10.26			360.26	
220r	10925	X0203740	Brewer	02/12/24		55.66				55.66	\$55.66 after payment applied for work orders
<b>220r Total</b>					<b>24,139.53</b>	<b>1,694.95</b>	<b>685.26</b>	<b>0.00</b>	<b>1,457.35</b>	<b>27,977.09</b>	
222r	30062	10104453	MEDLOCK	02/20/24	3,034.71	5,655.00	90.00		742.80	9,522.51	12 months utilities, 4 months rent , 6 months late fees, damages plumbing, trash out and repairs.
222r	70005	10026393	LEWIS	01/26/24	14,645.77	525.00				15,170.77	15 months rent , move out (clean appliances, mini blinds, trash removal.)

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<b>2221r Total</b>					<b>17,680.48</b>	<b>6,160.00</b>	<b>90.00</b>	<b>0.00</b>	<b>742.80</b>	<b>24,693.28</b>	
2711r	16034	10202528	Wakefield	12/20/23	371.81					371.81	2 months rent
2711r	16044	10225531	Bailey	12/20/23	777.42					777.42	1 month rent
2711r	16143	10166924	WILLIAMS	03/25/24	8,144.60					8,309.60	14 months rent, 11 months late fees
2711r	16202	X0204674	BROWN	03/20/24					12.39	12.39	late fees
2711r	16251	10253989	Sanders	03/01/24	4,641.94				190.16	4,952.10	8 months late fees, 3 months utilities, 5 months rent
2711r	16272	10175221	Curry	03/26/24	6,657.58				53.48	6,801.06	9 months rent, 6 months late fees, 1 month utilities
2711r	16321	10292556	Home	03/22/24					45.91	45.91	1 month utilities
<b>2711r Total</b>					<b>20,593.35</b>	<b>0.00</b>	<b>387.39</b>	<b>0.00</b>	<b>289.55</b>	<b>21,270.29</b>	
2721r		10115939	WILLIAMS	02/07/24	11,201.72	3,315.00				14,516.72	stove and fridge damaged, wash and dryer removed, and large trash out non payment 10/1/23-moved out 14,516.72 rent bal
2721r	13203	10120418	WOLFORD	03/20/24	3,896.26	1,354.00	165.00			5,415.26	Large trash out / rent 5,415.26
<b>2721r Total</b>					<b>15,097.98</b>	<b>4,669.00</b>	<b>165.00</b>			<b>20,331.98</b>	
2721r	13402	10115939	WILLIAMS	02/07/24	11,201.72	3,315.00				14,516.72	stove and fridge damaged, wash and dryer removed, and large trash out non payment 10/1/23-moved out 14,516.72 rent bal
2721r	13403	10201763	Irehrl	02/07/24	2,640.25	909.00	120.00			3,669.25	wash and dryer replacement, blinds damaged, clean stove rent 3,669.25
2721r	13704	10018510	GLOVER	03/31/24	139.00					139.00	1 month rent
<b>2721r Total</b>					<b>29,078.95</b>	<b>8,893.00</b>	<b>285.00</b>	<b>0.00</b>	<b>0.00</b>	<b>38,256.95</b>	
2731r	20505	10178801	STARLING	03/21/24					264.19	264.19	utilities from 12/20/23-1/22/24
2731r	20905	10031256	COLE	02/29/24			13.11			13.11	move out balance after security deposit credit non payment 2/1/23-moved out rent
2731r	20908	10027596	BUFORD	03/20/24	12,685.10		105.00			12,790.10	non payment 11/1/22- moved out rent
<b>2731r Total</b>					<b>15,630.10</b>	<b>0.00</b>	<b>118.11</b>	<b>0.00</b>	<b>264.19</b>	<b>28,697.50</b>	
2741r	10184	10170519	Austin	11/28/23		2,160.00				2,160.00	replace kitchen counter top, small trash out, remove graffiti, replace 2 interior doors, smoke detector
<b>2741r Total</b>					<b>0.00</b>	<b>745.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>745.00</b>	
274mk	10034	10216588	Ward	01/19/24	8,612.77				751.45	9,364.22	owe rent 12/1/2022-1/19/2024 (25 months)
274mk	10192	10276957	Bailey	01/10/24	7,615.59					7,750.59	owe rent 10/1/2021-1/10/24 (18 months)
274mk	10302	10297627	JACKSON	03/31/24			9.00			9.00	1 month late fee
<b>274mk Total</b>					<b>16,228.36</b>	<b>0.00</b>	<b>144.00</b>	<b>0.00</b>	<b>751.45</b>	<b>17,123.81</b>	
2751r		10100850	Florence	02/20/24	4,835.86	1,210.00				6,045.86	owe rent 12/16/22-2/20/24(14 months) replace (2) blinds, clean range, (3) cracked bathroom downstairs upstairs, bedroom, court and lawyer fee

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Property	Unit	Charged To	Names	Move Out	Rent	Damage	Fees	Legal	Utilities	Grand Total	Comments
275lr	40402	10081158	HILL	03/20/24	6,884.55	2,090.00			1,074.62	10,049.17	clean stove,refrigerator,replace (8) blind,replace window seal, owe rent 3/8/23-8/9/204(6months) court, writ and lawyer fees owe rent 12/16/22-2/20/24(14 months) replace (2 blinds), clean range, (3) cracked bathdoor downstairs, upstairs bedroom, court and lawyer fee
275lr	40802	10100850	Florence	02/20/24	4,835.86	1,210.00				6,045.86	clean stove,refrigerator,replace (1) blind,replace window seal, owe rent 7/1/23-1/9/204(6months) court, writ and lawyer fees trash out
275lr	41701	10027374	COLEMAN	01/09/24	3,992.13	1,610.00	135.00	309.00		6,046.13	clean stove, refrigerator (4) missing smoke alarms,(2) broken light fixture,
275lr	42801	10113156	BACON	12/27/23		237.58				237.58	
<b>275lr Total</b>	<b>43001</b>	<b>10183035</b>	<b>Anderson</b>	<b>01/08/24</b>	<b>2,174.00</b>	<b>700.00</b>	<b>135.00</b>	<b>309.00</b>	<b>1,074.62</b>	<b>31,433.60</b>	<b>clean oven, broken outlet switch (1), trash out small,(3)damage blinds),damage front door, bathroom mirror missing,globe replace</b>
275mk	41002	10335590	Tabera	03/28/24	1,550.00					1,550.00	clean oven, broken outlet switch (1), trash out small,(3)damage blinds),damage front door, bathroom mirror missing,globe replace
<b>275mk Total</b>	<b>42704</b>	<b>10224607</b>	<b>Grale</b>	<b>01/24/24</b>	<b>987.23</b>	<b>684.00</b>	<b>12.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,639.07</b>	<b>HOH was evicted balance reflects back charge rent for 10 months, 4 months of unpaid rent, 8 months of late fees, eviction fee, writ fee, dirty stove, dirty refrigerator, large trash out resurface tub, 2 big blinds</b>
276lr	30303	10066665	CALDWELL	12/19/23	9,053.00	895.00				9,948.00	HOH moved without notice due to illness balance reflects 3 months of unpaid rent. 3 months late fee
276lr	30801	10061881	CONWAY	01/22/24	356.77		30.00	0.00	0.00	386.77	HOH was evicted balance reflects 6 months of unpaid rent, 4 months of late fees 1 month of ex-utilities, eviction, attorney fee, maintenance fee
<b>276lr Total</b>					<b>9,409.77</b>	<b>895.00</b>	<b>30.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,334.77</b>	<b>HOH skipped unit balance reflects 6 months of rent, trash out at move out washer taken dryer taken</b>
277lr	54302	10228396	Thomas	03/21/24	4,500.26	3.26	90.00	1,684.00	7.21	6,284.73	HOH moved without notice balance reflects 2 month late fee, 1 months of rent
277lr	55702	10180884	Johnson	02/06/24	4,869.41	1,675.00	90.00	1,684.00	7.21	12,829.14	
<b>277lr Total</b>					<b>9,369.67</b>	<b>1,678.26</b>	<b>90.00</b>	<b>1,684.00</b>	<b>7.21</b>	<b>12,829.14</b>	
277mk	54201	10165085	WASHINGTON	03/29/24	2,530.00		30.00	0.00	0.00	2,560.00	
<b>277mk Total</b>					<b>2,530.00</b>	<b>0.00</b>	<b>30.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,560.00</b>	

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Property	Unit	Charged To	Names	Move Out	Rent	Damage	Fees	Legal	Utilities	Grand Total	Comments
278lr	62702	10195243	Hutchins	01/26/24	6,775.72	1,735.00		175.00	607.64	9,293.36	HOH was evicted balance reflect damages, unpaid utilities 15 months, unpaid rent 13 months, legal fee,
278lr	62902	10263233	Carter	01/12/24	50.68				29.98	125.66	HOH skipped unit balance reflects 3.5 months of rent 3 months of late fees and 1 month of ex utilities
278lr	63703	10125219	David	01/03/24	1,517.30	959.00	135.00	175.00	637.62	2,611.30	HOH skipped balance reflects 9 months of late fees 6 months of rent out damaged extra dirty refrigerator, 3 doors damaged, hole in the wall, extra dirty oven, trash out
<b>278lr Total</b>					<b>8,343.70</b>	<b>2,694.00</b>	<b>180.00</b>	<b>175.00</b>	<b>637.62</b>	<b>12,030.32</b>	
278tm	63304	10223281	ADAMS	02/20/24	2,083.69		60.00		0.00	2,143.69	HOH RELOCATED TO DHA PROPERTY BALANCE REFLECTS 2 MONTHS RENT 4 MONTHS LATE FEES
<b>278tm Total</b>					<b>2,083.69</b>	<b>0.00</b>	<b>60.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,143.69</b>	
285mf	101	10165132	PILCHER	02/29/24	19,914.89		150.00			20,064.89	Tenant rent changed from \$388.00 to \$1500 on 02/2023 -03/2024 tenant was no longer on the HCV program \$15 in late fees as well.
285mf	102	10363855	Johnson	03/14/24	701.56					701.56	Tenant passed away on 02/22/2024 family didn't notify us until they turned in the keys on 03.14.2024
285mf	103	10165134	BROWN	03/26/24	26,457.50		165.00			26,622.50	Tenant didn't pay rent from 05/2021 - 03/2024 tenant was no longer on the HCV program \$30 in late fees as well.
285mf	110	10177674	Randolph	03/26/24	6,285.97					6,285.97	Tenant didn't pay rent from 10/2020 - 03/2024
285mf	114	10165145	WILLIAMS	03/26/24	19,719.00		80.00			19,799.00	Tenant rent changed from \$234.00 to \$1500 on 02/2023 -03/2024 tenant was no longer on the HCV program \$30 in late fees as well.
285mf	217	10203890	WESTON	01/26/24	2,394.02					2,394.02	Tenant didn't pay rent from 11/2021 - 02/2024
285mf	305	10165185	LINDSEY	03/26/24	3,011.00		165.00			3,176.00	Tenant didn't pay rent from 05/2023 - 04/2024 \$30 in late fees
285mf	314	10165194	ROSS	03/26/24	1,091.00		45.00			1,136.00	Tenant didn't pay rent from 05/2023 - 04/2024 \$30 in late fees
285mf	325	10165204	MITCHELL	03/26/24	8,492.00		123.00	0.00	0.00	8,615.00	Tenant rent changed from \$248.00 to \$1500 on 12/2023 -03/2024 tenant was no longer on the HCV program \$30 in late fees as well.
<b>285mf Total</b>					<b>88,066.94</b>	<b>0.00</b>	<b>728.00</b>	<b>0.00</b>	<b>0.00</b>	<b>88,794.94</b>	owe rent (12 months ) 1/1/21023-1/8/2024 clean refrigerator, stove,damage toilet tank,large trash out
286lr		10015583	MCLEMORE	01/08/24	4,705.39	775.00				5,480.39	clean refrigerator, stove,large trash out court ,wrt and lawyer fees (13 months) 1/1/2023-1/8/24
286lr	30001	10081596	AMBERS	03/07/24	11,502.55	840.00	135.00			12,477.55	



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286lr	50009	10224395	Fuller	01/09/24	4,734.58	690.00	135.00	309.00	19.06	5,887.64	owe rent (11 months) 2/1/23-1-19-24 clean stove,refrigerator, large trash out
286lr	50016	10015583	MCLEMORE	01/08/24	4,610.39	775.00	95.00	309.00	19.06	5,480.39	owe rent (12 months ) 1/1/21023-1/8/2024 clean refrigerator, stove,damage toilet tank,large trash out
<b>286lr Total</b>					<b>25,552.91</b>	<b>3,080.00</b>	<b>365.00</b>	<b>309.00</b>	<b>19.06</b>	<b>29,325.97</b>	
287lr	58319	x0067498	WHITTLEY	12/08/23		40.94	40.94		0.00	40.94	key replacement and trash out
<b>287lr Total</b>					<b>0.00</b>	<b>40.94</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>40.94</b>	
288lr	590505	10223672	Myers	02/20/24	4,903.91		150.00		248.48	5,302.39	Tenant didn't pay rent from 11/2022 - 10/24/2023 - 11/22/2023, Tenant didn't pay rent from 07/2023 - 02/2024, also has \$15 in late fees
288lr	590507	10184822	Lambert	02/20/24	11,604.84		120.00			11,724.84	Tenant didn't pay rent from 11/2022 - 03/2024 also \$15 in late fee
288lr	590508	10204918	WILLIAMS	01/22/24	16,085.20		135.00			16,220.20	Tenant was back charged rent in the amount of \$3040.00 for 14 months
288lr	59201	10064895	BROWN	01/22/24	6,660.31	3,445.00				10,105.31	Tenant didn't pay rent from 08/2022 - 02/2024 and damages are from trash out and repairs
288lr	59302	10067809	RYLES	03/19/24	7,182.00		165.00			7,347.00	Tenant didn't pay rent from 08/2021 - 04/2024 also has \$30 in late fees
<b>288lr Total</b>					<b>46,436.26</b>	<b>3,445.00</b>	<b>570.00</b>	<b>0.00</b>	<b>248.48</b>	<b>50,699.74</b>	
290lr	09101	10103407	CALDERON	02/07/24			1,733.85			1,733.85	damages clean fridge and oven, wall repair, 3 doors, blinds and trash out
290lr	11102	10083038	FIELDS	01/10/24	1,443.87	835.00	105.00			2,383.87	clean stove/fridge, replace 2 blinds, trash out fee, 9 late fees and 5 months of unpaid rent
290lr	14204	10186294	Durham	12/20/23		52.19				52.19	1 damaged blind
290lr	15205	10032210	SMITH	03/07/24	4,116.48	500.00	135.00	312.00		5,063.48	Trash out fee, 9 late fees, filing fee, WRTT & 30 months of unpaid rent.
<b>290lr Total</b>					<b>5,560.35</b>	<b>3,121.04</b>	<b>240.00</b>	<b>312.00</b>	<b>0.00</b>	<b>9,233.39</b>	
290lc	11410	10165323	INGRAM	02/20/24	1,445.66	1,235.00	90.00	389.00		3,159.66	Clean stove and Fridge, replaced 2 doors, trash out fee, 5 damaged blinds, filing fee, WRTT and 2 months of rent
290lc	1203	10165239	HOLLAN	03/07/24		1,661.13	32.87	1,862.00		3,556.00	Tenant charged for washer and dryer that she took, clean stove and fridge, 5 damaged blinds, trash out fee, filing fee and Writ light bulb, 10 late fees, WRTT and 10 months of rent
290lc	2104	10165244	DORSEY	03/07/24	4,693.42	880.00	105.00	178.00		5,856.42	clean stove/fridge, 1 hole in the wall, replace 1 door, replace 12 blinds, trash out fee, 1 month electricity and 4 months of rent
290lc	3103	10278608	Kenard	01/10/24	2,947.40	1,418.00			46.15	4,411.55	clean stove, wall damaged,7 damaged blinds, trash out, 9 late fees, filing fee, WRTT & 21 months of rent
<b>290lc Total</b>					<b>16,269.42</b>	<b>815.00</b>	<b>135.00</b>	<b>312.00</b>	<b>46.15</b>	<b>17,531.42</b>	
					<b>25,355.90</b>	<b>6,009.13</b>	<b>362.87</b>	<b>2,741.00</b>	<b>46.15</b>	<b>34,515.05</b>	

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291lr	22101	10141615	MELTON	01/30/24		2,411.00				2,411.00	Kitchen countertops have to be replaced due to burn marks, clean the stove and fridge, damaged floor time, trash out fee and 2 damaged blinds
291lr	26101	10040197	ADAMS	02/20/24	16,986.00	540.00	0.00	0.00	0.00	17,526.00	Clean stove and fridge, replaced 7 blinds. Tenant was back charged about 22 months of unreported income
<b>291lr Total</b>					<b>16,986.00</b>	<b>2,951.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>19,937.00</b>	
291tm	19105	10256091	Price-Orjih	03/28/24	792.56	1,425.00		1,794.00		4,011.56	Clean stove/fridge, attorney fee, filing fee, W/RT & 13 months of rent
291tm	25203	10165384	ALLEN	02/20/24	267.31	825.00	45.00	309.00		1,446.31	Clean the stove and fridge, trash out fee, 3 damaged blinds, filing fee, W/RT and 2 months rent
291tm	35101	10252511	Love	03/12/24		658.08				658.08	Clean the stove and fridge, 1 damaged door, trash out fee & 12 damaged blinds
<b>291tm Total</b>					<b>1,059.87</b>	<b>2,908.08</b>	<b>45.00</b>	<b>2,103.00</b>	<b>0.00</b>	<b>6,115.95</b>	
<b>Grand Total</b>					<b>768,053.79</b>	<b>99,347.31</b>	<b>8,770.63</b>	<b>11,479.00</b>	<b>7,098.68</b>	<b>894,749.41</b>	