



McKinney Act Savings Fund Loan Guidelines

**Approved by the DCHFA Board of Directors on December 19, 2012
DCHFA Resolution No. 2012-09(G)**

Table of Contents

| <u>Section</u> | <u>Page #</u> |
|----------------------------------|----------------------|
| I. Use of Funds | 2 |
| II. Eligibility Requirements | 2 |
| III. Target Population | 3 |
| IV. Terms | 4 |
| V. Collateral Requirements | 5 |
| VI. Loan Processing | 5 |
| VII. Loan Approval/Disbursements | 7 |

MCKINNEY ACT SAVINGS FUND LOAN GUIDELINES

I. Use of Funds

The Funds may be used for one or the more of the following purposes in furtherance of the HFA's single-family and multi-family programs:

- a. Pre-development and development soft costs
 - i. Architectural Fees
 - ii. Engineering Fees
 - iii. Appraisal
 - iv. Market Study
 - v. Physical Needs Assessment / Constructability / Architectural Review
 - vi. Environmental Assessment
 - vii. Legal Counsel
 - viii. Title and Survey
 - ix. Development Consultant
- b. Acquisition
- c. Construction or rehabilitation
- d. Down payment closing cost assistance
- e. Mortgage interest rate buy-down
- f. Credit enhancement or loan guarantee
- g. Ancillary or functionally related recreational, health, educational or social services facilities that are integral to housing occupied by very low-income persons and families
- h. Equity bridge loans (DCHFA transactions only, up to 25% of scheduled equity amount, not to exceed \$500,000; funded at deal closing (pursuant to an approved draw schedule), repaid prior to release of developer's fee or other collateral as approved)
- i. Other forms of assistance as permitted by the Act.

II. Eligibility Requirements

Non-profit and for-profit developers building affordable housing in the District of Columbia are eligible for McKinney Act funds. The following factors will apply when evaluating a McKinney Act loan request:

- a. The borrower or principal entity responsible for repaying the loan will have been in existence for three (3) or more years as evidenced by three (3) years of audited financial statements, Articles of Incorporation, and By-Laws.

- b. Experienced development team consisting of the proposed developer (or development consultant), the proposed general contractor, and the proposed management agent.
- c. Active oversight by the developer/sponsor's Board of Directors, for non-profits only, as evidenced by a list of the board members, and resolution approving application.
- d. Evidence of site control (acceptable forms)
 - i. Deed
 - ii. Special Warranty Deed
 - iii. Exclusive Negotiating Privilege (Subject to Sect V Collateral Requirements)
 - iv. Land Disposition Agreement (Subject to Sect V Collateral Requirements)
 - v. Land Disposition and Development Agreement (Subject to Sect V Collateral Requirements)
 - vi. Ground Lease (see Section VI (e))
- e. Commitments or letters of intent from other lenders (as applicable) and other information as may be necessary to determine project readiness and viability.
- f. A clear and concise project schedule indicating when / how the Loan will be repaid.
- g. Evidence of adequate revenue stream to repay debt (i.e. rental income, fundraising, operating grants, etc.).

III. Target Population

The Agency may give priority to tenant groups and special needs housing developments designed to house the homeless, youth, the elderly, persons with disabilities, HIV positive individuals and their families, persons with mental illness or drug or substance abuse problems, ex-convicts, and other similar persons with special needs. Borrowers who intend to use loan proceeds to fund one of these activities must provide evidence of take out financing to retire the McKinney Act loan.

Use of the funds is limited to the acquisition and development of housing units to be occupied by very low-income individuals or families, as defined in the United States Housing Act of 1937, and to directly benefit very low-income individuals or families for a period of ten years. In mixed-income projects, the funds borrowed must be allocable only to those units occupied or to be occupied by very low-income persons. See Appendix 1 for the current year's very low-income limits.

IV. Terms

Interest Rate, Terms Fee and Charges. The interest rate charged on loans shall be established at closing. The rate shall be as indicated below, as published in the *Wall Street Journal* on the date the Loan Commitment Letter is issued by the HFA. Application and financing fees, pursuant to the schedule below, shall be charged to the borrower and shall be due at closing payable from sources other than loan proceeds. The loan term shall not exceed two (2) years.

Fee Schedule

| | |
|---------------------------------------|----------|
| Application Fee (all borrowers): | \$ 1,000 |
| Financing Fee (Non-profit borrowers): | \$ 7,500 |
| Financing Fee (For profit borrowers): | \$10,000 |
| Maturity Extension Fee: | \$ 1,000 |

Interest Rate

30 day LIBOR + 300 bpts

Loans that are not paid in full by the due date will subject to penalties and interest. The Agency will charge a fee of no less than \$1,000 (the “Maturity Extension Fee”) for borrowers who request an extension of the maturity date of the Loan or other modifications of the Loan agreement. Loans may be extended up to a maximum of one year in two six month increments. The borrower will be required to pay the Maturity Extension Fee and make a payment of at least five percent of the then outstanding loan amount, including interest and fees, for the first six month extension. The payment will be applied to the then outstanding loan balance, thus reducing the outstanding loan amount (the “Principal Reduction Payment”). At the Agency’s discretion, the borrower may be granted an additional sixth month extension. The second extension will require the payment of an additional Maturity Extension Fee and Principal Reduction Payment. Loans may also be subject to repricing at the time of any modification of terms.

Additional McKinney Act Loan Guidelines:

- No individual or related or affiliated entity shall have more than \$1 million in McKinney Act loans outstanding at any one time.
- There shall be only one McKinney Act loan per project that is associated with a DCHFA bond transaction or other transaction in which the McKinney Act loan funds are being used as bridge funds to be repaid at the closing of the principal transaction.
- In case of a default, any member or key principal of the borrower will not be able to apply for additional McKinney Act Loan funds until the loan is repaid in full. Approval of loan requests after repayment will be subject to credit analysis which will include, but will not be limited to, the circumstances of default on the previous instrument.

V. Collateral Requirements

Loans shall be secured by a deed of trust lien and/or a personal or corporate guarantee (in conformance with the then current Agency net worth, working capital and liquidity requirements), or other collateral deemed acceptable by the HFA.

Minimum Guarantor Requirements

- The guarantor shall have a net worth of at least 15% of the proposed loan amount.
- The guarantor's working capital shall be at least 5% of the proposed loan amount.
- The guarantor's liquidity ratio shall be no less than 1.25x

The Agency reserves the right to modify these requirements as dictated by the credit worthiness of the guarantor and/or borrower.

VI. Loan Processing

Applicants shall be required to submit such documentation as determined necessary, including but not limited to the following:

Basic Application Material

- a. A general project summary describing the type of project, its size, location, purpose of the loan, form of the project/collateral ownership, rent levels or sales price, including a description of any recreational, health or social services facilities and programs.
- b. A description of the sponsor's development experience and a description of other properties owned or developed by sponsor or consultant, including location/address, unit sizes and percentage of occupancy.
- c. Qualifications for development team members shall be submitted for key team members including, but not limited to, the borrower/sponsor, any development consultants, architect, engineer, general contractor, attorney (borrower's counsel) and property manager.
- d. Three years of audited financial statements from the sponsor / borrower and or guarantors.
- e. The borrower/guarantor shall provide sufficient corporate or personal documentary information such that the Agency can access individual or corporate credit information from commercially available sources.
- f. Evidence that the borrower has site control through a deed, long term lease agreement, purchase and sales agreement, LDA, LDDA or disposition agreement from a government, quasi-government or similar entity. Long term lease agreements shall be for no less than sixty years. Short term ground leases are acceptable if the short term lease converts to a long term lease of the minimum term described herein or fee simple ownership. If the borrower/sponsor's site control does not meet any of the standards of this sub-paragraph, the

borrower/sponsor will have to provide personal or corporate guarantees subject to the Agency credit guidelines (see Section V).

- g. A project schedule of key milestones including dates for site acquisition, entitlement processing, financing approvals, construction start, substantial completion and project lease-up.
- h. A market study showing that sufficient demand exists for the units at the proposed rent or sales levels. McKinney Act Loan proceeds can be used to pay for a full market study. In cases where a market study is not available before closing of the McKinney Act loan, the borrower/sponsor must conduct a rent comparability study or market assessment using sources of information that can be verified by the Agency.
- i. A statement of sources and uses of funds needed to acquire the land, build or renovate the project, pay all pre-development, development and soft and hard costs, and capitalize certain cash reserves. Specify all sources of funds including grants, loans, or rental or mortgage subsidies and all uses of funds.
- j. An income and expense budget showing proposed rents for each unit and whether utilities, services or other items are included, and an estimate of the operating expenses (administrative, maintenance, utilities, taxes, insurance, etc.), and a 10-year operating proforma demonstrating the project's ability to operate with adequate debt service coverage given specific income and expense trends.
- k. A management plan describing how the project will be operated and by whom.
- l. A tenant selection plan or buyer selection plan.

Organizational Documents

- a. A copy of the articles of incorporation, by-laws and partnership or operating agreement.
- b. A copy of IRS ruling or tax-exempt certificate if sponsor is a nonprofit.
- c. A Certificate of Good Standing
- d. The company's/organization's most recent annual report, including annual financial statements and list of significant activities in the last year.
- e. A copy of the board and/or borrowing resolution, or other documents authorizing the loan application and authority to enter into the Loan Agreement with the HFA.
- f. A list of the names, phone numbers and addresses of the board of directors (if non-profit), attorney, architect, builder, and construction manager, if already selected.

- g. For non-profit borrowers, a mission statement of the organization including activities, services it provides, prior experience, any awards or other forms of recognition it has received and significant projects it has undertaken.

Third Party Reports

- a. Appraisal
- b. Phase I Environmental
- c. Physical Needs Assessment Report

Note: Depending on the specifics of each application, the HFA may require third party reports as part of the initial application, or allow loan proceeds to be used for procuring such reports.

VII. Loan Approval and Disbursement Policy

The HFA Board of Directors must approve all loans. Upon approval by the Board, the Executive Director shall issue a Conditional Commitment letter. The Borrower will be required to enter into a Loan Agreement and execute a Promissory Note and other financing documents as determined necessary by the HFA. The HFA shall disburse funds to the borrower upon receipt of invoices or approved construction draws signed by a duly authorized representative of the borrower.

| For Agency Use Only | | | |
|------------------------------|--|-------------|--|
| Application Received (Date): | | # of Units: | |
| Application Fee (Amount): | | Ward: | |

DCHFA APPLICATION FORM

GENERAL INFORMATION

| APPLICANT INFORMATION | | | |
|------------------------------------|--|----------------|--|
| Contact Name: | | | |
| Title: | | | |
| Company Name: | | | |
| Address 1: | | | |
| Address 2: | | | |
| Telephone Number: | | | |
| Fax Number: | | | |
| E-Mail Address: | | | |
| OWNERSHIP INFORMATION | | | |
| Proposed Owner Entity: | | | |
| Proposed Developer | | | |
| Sponsor/Guarantor | | | |
| Proposed General Partner Entity: | | | |
| Evidence of Site Control: | | | |
| Purchase Contract Effective Date: | | | |
| Purchase Contract Expiration Date: | | | |
| Purchase Price: | | | |
| Purchase Price Per Unit: | | | |
| PROJECT INFORMATION | | | |
| Project Name: | | # of Units: | |
| Census Tract Number(s): | | Ward: | |
| Square Number(s): | | Lot Number(s): | |
| Project Address(es) and Zip Code : | | | |
| Gross Site Area (Sq. Ft.): | | | |
| Gross Floor Area (Sq. Ft.): | | | |
| Floor Area Ratio: | | | |
| Proposed Density (Units/Acre): | | | |
| Current Zoning: | | | |
| Proposed Zoning: | | | |

DEVELOPMENT TEAM INFORMATION

| JOINT VENTURE PARTNER/DEVELOPMENT CONSULTANT | |
|--|--|
| Contact Name: | |
| Title: | |
| Company Name: | |
| Address 1: | |
| Address 2: | |
| Telephone Number: | |
| Fax Number: | |
| E-Mail Address: | |

| OWNER'S LEGAL COUNSEL | |
|------------------------------------|--|
| Contact Name: | |
| Title: | |
| Company Name: | |
| Address 1: | |
| Address 2: | |
| Telephone Number: | |
| Fax Number: | |
| E-Mail Address: | |
| MANAGEMENT AGENT | |
| Contact Name: | |
| Title: | |
| Company Name: | |
| Address 1: | |
| Address 2: | |
| Telephone Number: | |
| Fax Number: | |
| E-Mail Address: | |
| GENERAL CONTRACTOR | |
| Contact Name: | |
| Title: | |
| Company Name: | |
| Address 1: | |
| Address 2: | |
| Telephone Number: | |
| Fax Number: | |
| E-Mail Address: | |
| ARCHITECT | |
| Contact Name: | |
| Title: | |
| Company Name: | |
| Address 1: | |
| Address 2: | |
| Telephone Number: | |
| Fax Number: | |
| E-Mail Address: | |
| UNDERWRITER/MORTGAGE LENDER | |
| Contact Name: | |
| Title: | |
| Company Name: | |
| Address 1: | |
| Address 2: | |
| Telephone Number: | |
| Fax Number: | |
| E-Mail Address: | |

PROJECT FINANCIAL INFORMATION

| BOND FINANCING AND OTHER SOURCES OF FUNDS | | |
|--|--|------------------------|
| Requested Bond Financing (\$): | | \$ Per Unit: |
| McKinney Act (\$) | | \$ Per Unit |
| Other Source _____: | | \$ Per Unit: |
| Other Source _____: | | \$ Per Unit: |
| Other Source _____: | | \$ Per Unit: |
| Other Source _____: | | \$ Per Unit: |
| Total Sources of Funds | | Total Per Unit: |
| McKinney Amt. as % of Total Sources | | |
| Bond Amt. as % of Total Sources: | | |

| PROPOSED REHABILITATION | |
|---|--|
| Rehabilitation Cost: | |
| Rehabilitation Cost Per Unit: | |
| Rehab. Cost as % of Bond Amt.: | |
| Rehab. Cost as % of McKinney Amt.: | |
| Rehab. Cost as % of Tot. Sources: | |

| RENT INFORMATION | | | | |
|---|-------------------|----------------|-------------------|-----------------|
| Unit Type | # of Units | Current | # of Units | Proposed |
| Efficiency: | | | | |
| One Bedroom (Type A): | | | | |
| One Bedroom (Type B): | | | | |
| Two Bedroom (Type A): | | | | |
| Two Bedroom (Type B): | | | | |
| Three Bedroom: | | | | |
| Four Bedroom: | | | | |
| Five Bedroom: | | | | |
| Annual Gross Potential Rent: | | | | |
| Annual Gross Commercial Inc.: | | | | |
| Annual Operating Expense: | | | | |
| Per Unit Per Annum Operating Exp.: | | | | |
| Op. Exp. as % of Gross Pot. Rent: | | | | |

| INCOME TARGETING | |
|---|--|
| Election Under IRS Code Section 142 (20/50 - 40/60): | |
| Percent of Units Qualified Under LIHTC Guidelines: | |

| RESIDENT SERVICES |
|---|
| Description of Proposed Resident Services: |
| |
| Description of Recreational Amenities: |
| |

| SCOPE OF REHABILITATION |
|---|
| Description of Proposed Scope of Rehabilitation: |
| |

Double click anywhere on the following chart to insert information

**District of Columbia Housing Finance Agency
Sources and Uses of Funds Schedule**

| SOURCES OF FUNDS | Applicant's Estimate | Agency Use Only | LIHTC Eligible Basis |
|--|-----------------------------|------------------------|-----------------------------|
| Tax-Exempt Bond Proceeds | | | |
| LIHTC Proceeds | | | |
| McKinney Act | | | |
| Development Fee - Deferred Portion | | | |
| Developer Equity Contribution | | | |
| Grants (Please List): | | | |
| Subordinate Debt (Please List): | | | |
| TOTAL SOURCES OF FUNDS | \$0 | \$0 | |
| USES OF FUNDS | | | |
| Land | | | |
| Building | | | |
| Other | | | |
| Total Acquisition | \$0 | \$0 | |
| Construction Costs | | | |
| Construction | | | |
| Hard Cost Contingency | | | |
| Environmental Remediation | | | |
| Land Improvements / Site Improvements | | | |
| Unusual Land Improvements / Infrastructure | | | |
| Permits | | | |
| General Requirements | | | |
| Builder's Overhead | | | |
| Builder's Profit | | | |
| Architecture | | | |
| Design | | | |
| Supervision | | | |
| Construction Financing | | | |
| Letter of Credit Commitment fee | | | |
| Letter of Credit Annual Fee | | | |
| Construction Monitoring | | | |
| Capitalized Interest During Construction | | | |
| Total Hard Costs | \$0 | \$0 | |
| Accounting and Cost Certification | | | |
| Owner/Developer Legal Counsel | | | |
| Third Party Due Diligence Reports | | | |
| Title and Recording | | | |
| Survey | | | |
| Interim Insurance | | | |
| Interim Taxes | | | |
| Marketing | | | |
| Resident Initiatives | | | |
| Relocation | | | |
| Soft Cost Contingency | | | |
| Total Soft Costs | \$0 | \$0 | |
| Development Fee - Paid at Closing and Through Completion | | | |
| Development Fee - Deferred Portion | | | |
| Total Developer Fee | \$0 | \$0 | |
| Financing Fees - Permanent Loan | | | |
| DCHFA Application Fee | | | |
| DCHFA Financing Fee | | | |
| DCHFA Tax Credit Allocation Fee | | | |
| Bond Counsel | | | |
| Issuer's Counsel | | | |
| Underwriter/Investment Banker Fee (if applicable) | | | |
| Underwriter's Counsel or Bond Investor's Counsel | | | |
| Credit Enhancement Fees | | | |
| Application/Commitment Fee | | | |
| Financing and Placement Fee (FHA Only) | | | |
| Initial Mort. Ins. Premium (FHA Only) | | | |
| Credit Enhancer's Legal Counsel | | | |
| Bond Costs of Issuance - Other | | | |

Certifications

1. The Undersigned, on behalf of the Applicant, certifies that the above information and documents filed as part of this application are true and accurate to the best of his/her knowledge.
 2. The undersigned, on behalf of the Applicant, certifies that this Application for financing has been filed with a knowledge and understanding of the applicability of the DCHFA's Act (D.C. Law 2-135, as amended), the Rules of the DCHFA, and other policies and requirements as set forth in the DCHFA Developer's Guide.
 3. The undersigned, on behalf of the Applicant, certifies that the Applicant shall comply with all federal and District laws regarding nondiscrimination. The Applicant shall provide, and shall include in all contracts and subcontracts entered into in connection with the Project after the date hereof, a requirement that all contractors and sub-contractors engaged in the rehabilitation of the Project shall provide equal opportunity for housing and employment without discrimination in accordance with applicable District and federal laws. These laws include, but are not limited to, the District of Columbia Human Rights Act of 1977, as amended (D.C. Code Section 2-1401.01 *et seq.*). The Applicant shall use its best efforts to assure compliance with this requirement, including prosecution of an action to enforce contract compliance, if necessary. The Applicant also shall cause all contracting and procurement relating to the Project to be in compliance with applicable District and federal laws. The Applicant shall (a) (i) make good faith efforts to have at least 35% of the dollar amount of all contracts and subcontracts (including but not limited to custodial services, and procurement of goods and supplies for Project operations) let on the Project awarded to firms certified by the D.C. Local Business Commission as a Local, Small and Disadvantaged Enterprise ("Disadvantage Business Enterprise") in accordance with D.C. Law I-95, D.C. Code Section 1-1141 *et seq.* and to have at least 5% of the dollar amount of all contracts let on the Project to prime contractors that agree to subcontract a portion of the contract work with Disadvantaged Business Enterprises and (ii) provide information to the Agency at its reasonable request regarding such contracting and (b) incorporate or cause to be incorporated all applicable requirements described above into any contract or subcontract for construction work or management services, or any other contract, subcontract, deed, contract for sale or transfer, or obligation regarding the Project whatsoever (or, to the extent such contract or subcontract, deed, contract for sale or transfer or obligations is entered into or incurred prior to the date hereof, make good faith efforts to incorporate or cause to be incorporated all such requirements described herein) and use all reasonable efforts to enforce those requirements and provisions and to obtain compliance therewith by its contractors, subcontractors, agents, representatives and transferees for so long as the Applicant is the owner of the property that is the subject of this Application.
 4. The undersigned, on behalf of the Applicant agrees to and does hereby indemnify and save harmless the Agency and their past, present and future trustees, officers, directors, members, employees and agents, successors and assigns (individually, an "Indemnitee" and collectively, the "Indemnitees") from and against all liabilities, obligations, claims, damages, taxes, penalties, fines, losses, costs and expenses of any and every kind and nature incurred by the Indemnitees in connection with the Application Guidelines implementation with respect to the Applicant, including without limitation:
-

- (a) all Damages paid in settlement of any litigation commenced or threatened or other claim against any Indemnatee;
- (b) all expenses reasonably incurred in the investigation of, preparation for or defense of any litigation, proceeding or investigation of any nature whatsoever, commenced or threatened against the Applicant or any Indemnatee;
- (c) any judgments, penalties, fines, damages, assessments, indemnities or contributions imposed or assessed against an Indemnatee; and
- (d) the fees of attorneys, auditors and consultants.

The foregoing indemnification obligation shall not be limited by the amount or type of damages sustained.

- 5. The undersigned, on behalf of the Applicant, certifies that neither the Applicant nor any of its affiliates are delinquent on any obligation or indebtedness for which an agency or instrumentality of federal or local government is the creditor, including any obligation or indebtedness related to taxes and direct or guaranteed loans.

Applicant: _____

Date: _____

By: _____

Title: _____



McKinney Act Loan Application Document Checklist

| Loan Processing Number | Application Item | |
|--------------------------|--|--|
| a. | General Project Summary | |
| b. | Sponsor's Property Development Experience | |
| c. | Development Team Qualifications (include resumes of key staff) | |
| d. | 3 Years of Audited Financials | |
| e. | Evidence of Site Control | |
| f. | Project Schedule | |
| g. | Market Study | |
| h. | Sources and Uses | |
| i. | Income and Expense Budget | |
| j. | Management Plan | |
| k. | Tenant Selection Plan | |
| Organizational Documents | Application Item | |
| a. | Mission Statement, activities, services provided | |
| b. | Articles of Incorporation, BY-Laws, Partnership Agreement | |
| c. | IRS ruling or tax-exempt certificate if a non-profit | |
| d. | Certificate of Good Standing | |
| e. | Annual Report, significant accomplishments | |
| f. | Board Resolutions | |
| g. | Names, phone numbers, and addresses of Board of Directors | |
| Attachments | Attachment Item | |
| | DCHFA Application Form | |
| | Sources and Uses of Funds | |
| | Document Checklist | |

McKinney Act Loan Closing / Due Diligence Checklist

| | |
|---|--|
| 1. Financing Documents | |
| a. DCHFA Board Resolution | |
| b. DCHFA Loan Commitment Letter | |
| c. Other Lender / Equity Commitment Letters ¹ | |
| d. DCHFA Loan Documents | |
| 1. Loan Agreement | |
| 2. Promissory Note | |
| 3. Declaration of Covenants | |
| 4. Guarantee | |
| 5. Deed of Trust | |
| 6. UCC-1 Statement | |
| 2. Evidence of Insurance | |
| a. Title Insurance (Owner and Lender) | |
| b. Comprehensive Liability Insurance | |
| c. Hazard Insurance | |
| d. Builder's Risk Insurance (or appropriate form of protection as determined by the Agency) | |
| e. Performance and Payment Bonds with DCHFA as dual obligee (or LOC or Guaranty) | |
| 3. Execution of Project Contracts/Agreements | |
| a. Construction Contract | |
| b. Management Contract | |
| c. Development Services Agreement/Consulting Agreement | |
| 4. Evidence of Borrower Organization (For Owner) | |
| a. Original Partnership Agreements/Articles of Incorporation | |
| b. Certificates of Good Standing (current within 30 days) | |
| c. Borrower Tax Certificate | |
| d. Borrower Resolutions | |
| e. Certificate of Incumbency | |
| f. Operating Agreement | |
| 5. Final Budgets | |
| a. Final Sources and Uses (all future changes limited to contingencies) | |
| b. Final Draw Schedule | |

¹ For equity bridge loans, the borrower will be required to provide a signed commitment letter and partnership agreement. As part of the collateral requirement, the Agency will require assignment of equity pay-ins in an amount sufficient to secure the Loan.

| 6. Construction Prerequisites | |
|---|--|
| a. Building Permit(s) | |
| b. DCHFA Tax Exemption Certificate (DCHFA's responsibility) | |
| c. ALTA Survey Plat (dated within 90 days) | |
| d. HUD Surveyor's Certificate (dated within 30 days) | |
| e. Assurance of Utility Service Letters | |
| | |
| 7. Miscellaneous | |
| a. Subordinate Loan Docs | |
| b. HUD-1 Settlement Statement | |
| c. DCRA Certification of compliance with tenant Right of First Refusal law (TOPA) | |
| d. Marketing and Tenant Selection | |
| e. Anti-Displacement Relocation Plan or Tenant in Place Rehabilitation Plan | |
| f. Most recent tax bill | |
| g. Form of Lease | |
| h. Closing Invoices (3 rd Party and Reimbursables) | |
| i. DOES First Source Agreement | |
| j. Borrower's Counsel Opinion | |
| k. Tenant Income Verification | |
| l. Evidence of Site Control | |
| m. Subordination Agreement (DHCD) | |
| n. DHCD loan documents (short term) | |
| o. Updated Environmental Report | |



McKinney Act Savings Fund Loan Appendix 1

HUD Very Low-Income Levels (50% of AMI) for FY 2012 year are as follows:

| | | | |
|--------------|----------|--------------|----------|
| One-Family | \$37,650 | Five Family | \$58,050 |
| Two-Family | \$43,000 | Six Family | \$62,350 |
| Three-Family | \$48,400 | Seven Family | \$66,650 |
| Four-Family | \$53,750 | Eight Family | \$70,950 |

