

Texas State Affordable Housing Corporation

Interim Construction and Land Acquisition Loan Program Policy and Guidelines

1. **Policy.** This policy has been adopted by the Texas State Affordable Housing Corporation (the “Corporation”) in order to organize and codify its administration of the Interim Construction and Land Acquisition Loan Program (the “Program”). The Program supports the Corporation’s mission to promote equal access to safe, decent, and affordable housing with an emphasis on serving rural and underserved markets. The Program provides initial short-term financing for site acquisition and interim construction to non-profit and for-profit developers for the purpose of increasing and preserving the stock of affordable housing for homeownership throughout the state of Texas.
2. **Source of Funds.** The primary source of funds available to this Program is from investments made by public and private entities into the Corporation’s single family loan pool. The Corporation may also commit its own funds to the Program or borrow funds from public or private entities to finance loans. The availability of funds is dependant upon the Corporation’s ability to find new investments in this Program, and/or borrow funds at reasonable rates and terms. All loan commitments shall be conditioned upon the availability of funds.
3. **Eligible Activities.** The Corporation shall only consider proposals for a development (“Development”) that involves the sale of housing units to unrelated third party households. This includes Developments involving, but not limited to, single-family or multifamily residential structures, condominiums, limited equity co-operatives, subdivisions, infill construction, new construction and rehabilitation. The Corporation reserves the right to determine the eligibility of each Development on a case by case basis.
4. **Use of Loan Proceeds.** Loan proceeds may be used for predevelopment costs, acquisition of real property, on-site infrastructure, and the construction or rehabilitation of housing units. Loan proceeds may not be used for off-site infrastructure, administrative costs, general operating costs, or developer fees and profits. Predevelopment expenses may include, but are not limited to, environmental surveys, market assessments, engineering fees, architect fees, or other expenses approved by the Corporation. The maximum amount of loan proceeds that may be used for predevelopment expenses is the greater of \$50,000 or 20% of the total loan amount.
5. **Maximum Loan Amount.** The Program shall have a maximum loan amount of \$750,000 dollars.
6. **Application Process.** The Corporation shall accept applications for the Program on an ongoing basis. The Corporation will only accept applications when there are available sources of funds for the Program. In the event that there are not sufficient funds available for a Development, the Corporation shall return any application or commitment fees submitted by a borrower. The Corporation shall publish an application package to its website. Borrowers should download and complete the application pursuant to the guidelines included in the application. At a minimum, applications must be completed in the following manner:
 - a. All applications must be signed and dated as required in the application package;
 - b. No faxed or emailed copies of the application will be accepted;
 - c. The application submission fee must be submitted with the complete package;
 - d. Five (5) complete copies of the executed application and attachments must be submitted in electronic format, as described in the application package, and included with the printed application materials submitted to the Corporation;
 - e. The electronic copy of the application must be readable using Adobe PDF Reader software. Each tab or attachment must be properly bookmarked. Scanned documents must be legible and printable on standard 11” by 8.5” paper;

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- f. Oversized documents should be scanned and submitted separately on paper with the application materials. Blue prints, plans and surveys may not be on paper larger than 11” by 17”, unless otherwise requested by the Corporation; and
- g. Applications must be typewritten on the printed application provided by the Corporation. Handwritten applications will not be accepted.

7. Application Review.

- a. Applications will be reviewed in the order they are accepted. Applications shall be reviewed for Threshold Criteria (defined below) and, if thresholds are met, Underwriting Standards (defined below). The Corporation may delay the consideration of an application for an award if there are errors, omissions or insufficient documentation that the Corporation deems necessary to complete its review. If an application fails to fulfill the minimum Threshold Criteria for the Program, the application will be terminated and notification shall be provided to the borrower.
- b. Applications that complete the threshold and underwriting review processes shall be presented to the Corporation’s Loan Committee (hereinafter defined). If there are insufficient funds available at the time an application is brought to the Loan Committee the application may be held for a period of no longer than 90 days and reconsidered for funding if funds become available.

8. Threshold Criteria. All applications must meet the following minimum threshold criteria (“Threshold Criteria”) to be presented to the Loan Committee:

- a. **Eligible Borrowers.** Any reputable and experienced entities engaged in affordable housing Development, including non-profit or for-profit developers, partnerships, limited liability companies, municipalities, housing authorities, or other business entities as approved by the Board of Directors (the “Board”). The Corporation will not fund real persons or entities not registered with the Texas Secretary of State. All borrowers must also provide or meet the following requirements:
 - i. All borrowers must be registered with the Texas Secretary of State at least 30 days prior to the execution of a loan commitment;
 - ii. All borrowers shall have a current certification of corporate status from the Texas Secretary of State and certificate of account status in good standing from the Texas Comptroller of Public Accounts;
 - iii. All non-profit borrowers shall have valid and current IRS determination letters regarding their status as a 501(c)3 or (c)4 nonprofit corporation, along with a confirmation that the corporation is registered with the Texas Secretary of State as a non-profit; and
 - iv. In addition to other requirements contained herein, borrowers must demonstrate:
 - A. An acceptable history of repaying credit in a timely manner, as agreed;
 - B. A reasonable plan for use and repayment of loan proceeds;
 - C. Payments of all taxes, license fees and other fees required by applicable statutes; and
 - D. Other requirements which may be applied on a case-by-base basis by the Corporation
- b. **Experience Threshold.** All borrowers must be able to demonstrate sufficient experience in residential construction, the development of infrastructure, and marketing of homes for sale. Proof of experience may be demonstrated through evidence of past completed developments, partnerships with experienced developers and other development experience as approved by the Corporation. At

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a minimum, a borrowers must have developed a number of houses for sale equal to at least one-half (1/2) of the number of units in the proposed Development related to the loan.

c. ***Affordability Threshold.***

- i. Generally the Program targets Developments where at least 50% of the homes will be sold to households earning 80% or less than the area median income (“AMI”). The Corporation will require a minimum number of households earning 80% or less than the AMI (“Qualified Households”) based on the percentage of funds provided by the Corporation, the nature of the investment, and any other factors the Corporation deems necessary (the “Affordability Requirement”).
- ii. All housing developed, regardless whether the buyer is a Qualified Household or not, must be financed with fixed rate loans. No homes may be sold with the use of non-profit or developer grants or down payment assistance that exceeds 5% of the appraised value of the home, unless otherwise approved in writing by the Corporation. Borrowers that do not fulfill Affordability Requirements will be subject to additional fees, fines or payments as determined by the loan agreement.
- iii. A Land Use Restriction Agreement (the “LURA”) shall be recorded with each housing unit and/or lot developed. Borrowers shall deliver to the Corporation, upon execution of a contract for sale, a certification regarding the eligibility of the purchaser to qualify as a low-income household. The Corporation may release LURA restrictions if the number of units remaining is equal to or greater than the number of units required under the Affordability Requirement. The Corporation shall approve the release of LURA restrictions only at the time of sale to an independent third party household.

d. ***Development Threshold.*** To ensure that working families have safe, decent affordable housing, and to ensure long-term affordability and usability, homes must meet the following standards:

- i. All Developments, at the time of acquisition or completion of construction or rehabilitation, shall meet all local building codes for the jurisdiction where they are located. If the Development is located in an area where no building codes are in place or have been adopted, the Development shall meet the most recent International Residential Code, or International Building Code;
- ii. All Developments, at the time of acquisition or completion of construction or rehabilitation, shall be compliant with the Federal Fair Housing Act Accessibility Standards, Texas Minimum Construction Standards and §2306.514 (visitability guidelines) of the Texas Government Code;
- iii. All Developments, at the time of acquisition or completion of construction or rehabilitation, shall be compliant with the U.S. Department of Energy’s Energy Star Program, as confirmed by a certified third-party Home Energy Rating System (“HERS”) inspector; and
- iv. All Developments, at the time of acquisition or completion of construction or rehabilitation, shall have sidewalks, driveways and streets that are compliant with the American’s with Disabilities Act and Fair Housing Accessibility Standards.

e. ***Environmental Threshold.*** The Corporation shall require borrowers to submit a Phase I Environmental Site Assessment any necessary updates, and/or a Phase II Environmental Site Assessment, if any. At loan closing borrowers must agree to an environmental indemnity, in favor of the Corporation, in a form provided by the Corporation’s Counsel.

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- f. **Relocation Threshold.** The Corporation shall not fund any Development which may cause the displacement of a Qualified Household. Borrowers may propose Developments that temporarily displace Qualified Households, as long as there are sufficient funds to assist Qualified Households with temporary relocation costs.
- g. **Aggregate Exposure Limits**
 - i. The Corporation shall maintain a maximum aggregate exposure limit (“Aggregate Exposure Limit”) of \$1 million dollars. This policy shall limit any single borrower, or group of related entities, from receiving outstanding loans in the Program in an amount greater than the Aggregate Exposure Limit.
 - ii. Aggregate Exposure Limit risk policies are made with the understanding that in instances where the Corporation is asked to make an additional loan commitment to a strong borrower that would exceed the exposure limit, (1) the Board may permit a policy exception, or (2) the Corporation will make an effort to refer the borrower to other sources of financial assistance. Moreover, in instances where the risk exposure limit is not exceeded, but the Corporation’s fund balances are exhausted, the Corporation may seek external sources of loan guarantees and will require additional requirements on the collateral position.
 - iii. For purposes of this Policy, loans will be grouped by borrower and related entities. Related entities shall include those corporations, partnerships and limited partnerships where the main borrower has an equity stake. It shall also include those loans where the main borrower is a guarantor.
- 9. **Underwriting Standards.** The Corporation shall review all applications that meet Threshold Criteria, for the following underwriting standards (“Underwriting Standards”). Borrowers must understand that Underwriting Standards are subjective in many aspects. The Corporation strives to use objective criteria, however the Corporation’s lending activities are generally subject greater risks than what is typically experienced by conventional lenders and therefore must utilize criteria that is not easily measurable. The Corporation’s review process will consider five key factors to determine feasibility of a Development:
 - a. **Financial Feasibility.** The Corporation will thoroughly evaluate the Development budget, cash flow analysis and pro forma to determine the feasibility of each Development. The Corporation shall use the following minimum standards to determine feasibility:
 - i. **Loan to Value Ratio (LTV):** Generally, the maximum LTV for all loans is 80%. The LTV shall be calculated on the amount of the loan request and the total appraised value of land and completed on-site improvements including housing units. The Corporation may consider other loan-to-value limits based on financial strength and the amount of guarantees provided by the Applicant;
 - ii. **Sales Projections.** The Corporation’s analysis of cash flows and proforma sales projections must demonstrate that 100% of the principal balance and interest can be repaid prior to the Maturity Date (as defined herein) of the loan. The Corporation may include extensions to the Maturity Date in its calculation of sales projections; and
 - iii. **Repayment Sources.** The Corporation shall consider the availability of repayment financing commitments in its analysis. Borrowers must submit executed commitment agreements to the Corporation for consideration in underwriting. Letters of intent or un-executed commitment agreements shall not be considered. The Corporation will work with borrowers to review alternative-financing structures that may increase the Development’s repayment.

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- b. ***Collateral***. The Corporation strives to make loans that are fully collateralized through real property, letters of credit, or other financial instruments. The Corporation may consider unsecured loans on a case-by-case basis. In the case of real property, the Corporation will obtain an insured, primary or subordinate mortgage lien on the subject real estate with full recourse to borrower evidenced by a security agreement and UCC-1 filings. Assignments of rents, leases and contracts effecting real estate may also be taken. When appropriate, a secondary source of collateral repayment may also be identified (e.g., personal guarantees, assignments or other appropriate security) if the Corporation determines that its primary source of collateral could deteriorate.
 - c. ***Financial Strength***. The Corporation shall analyze each borrower's financial statements and records to determine if there are sufficient cash reserves to maintain the operations for a period equal to the term at which developer fees or profits can be distributed from net proceeds.
 - d. ***Market Conditions***. The Corporation shall require the submission of market conditions data by borrowers, and may conduct its own assessment of market conditions to determine the feasibility of the Development. Market data that will be required includes current information on demographics, population growth, employment trends, median homes prices, zoning requirements, absorption rates, and any other indicators of the market capacity for the Development.
 - e. ***Community Impact***. The Corporation will evaluate the Development in the context of its organizational mission. Specifically, the Corporation will evaluate the degree of housing need in the local community and the number of units to be produced by the Development. The Corporation will give priority to housing Developments that include short-term LURAs, equity limitation provisions or other mechanisms that ensures the affordability of housing units.
10. **Awards**. After the completion of a review for Threshold Criteria and Underwriting Standards applications shall be submitted to a loan committee ("Loan Committee") made up of an appointee of the Board, President, Executive Vice President, Manager of Multifamily Programs and Manager of Single Family Programs. The Loan Committee shall review a loan summary and underwriting report prepared by the Manager of Multifamily Programs, and subject to the limitations below, determine whether the loan shall be approved or recommended to the Board for approval. The Loan Committee shall approve all awards or recommendations by a simple majority vote of a quorum of the members. A quorum of the Loan Committee shall be at least three members. If a loan is not approved, the Corporation shall notify a borrower, in writing, that the application was not approved. The approval of loans shall be limited in the following manner:
- a. The Loan Committee may approve awards that use either the Corporation's funds or funding that is borrowed by the Corporation pursuant to this policy up to but not exceeding \$250,000.
 - b. The Loan Committee may approve awards that use funding that is borrowed by the Corporation, pursuant to this policy, up to but not exceeding \$500,000.
 - c. The Loan Committee may approve awards where the Corporation acts as a conduit for another financial institution that shall purchase the loan upon closing up to but not exceeding \$1 million.
 - d. The Loan Committee shall present all other loans to the Board for consideration and/or approval.
11. **Notice of Intent**. The Corporation's President or Executive Vice President may notify a borrower in writing that the Loan Committee intends to recommend an award to the Board. The notice of intent (the "Notice of Intent") shall not be construed as an award by the Board and shall be provided only when a loan has been reviewed by the Loan Committee and has been found to meet all of the Threshold and

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Underwriting standards of this Policy. The Notice of Intent shall not propose any rates or terms of a loan, but may include conditions to any future awards.

12. **Loan Agreements.** The Corporation's President and Executive Vice President, shall be authorized to consent to, accept, execute and attest any such agreements, assignments, certifications, contracts, documents, instruments, releases, financing statements, letter of instruction, written requests, Notices of Intent, Commitment Letters, closing documents and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Policy
13. **Structure of Loans.** The Corporation shall structure loan agreements, rates and terms using the following guidelines:
 - a. **Term.** The standard length of loan agreements shall be 18 months from the date of closing, ("Term"). The end of the Term ("Maturity Date") shall be the first day of the month preceding the 18 month Term. Borrowers may be granted one 6 month extension to the Maturity Date, if certain benchmarks are met in the development process as detailed in the loan agreement.
 - b. **Interest Rate** Interest rates for the Program shall be set at a fixed rate of interest based on the cost of funds available to the Corporation. The minimum interest rate for the Program shall be at least two percent (2%) above the cost of funds to the Corporation. The cost of funds (the "Cost of Funds") shall be calculated using the blended interest rates of all sources to be used in the financing. Loans that receive extensions to the Maturity Date shall have an increase of one quarter of a percent (.25%) to the interest rate. Loans not paid in full at the Maturity Date or extended Maturity Date shall accrue interest at a rate of fifteen (15.00%) annually beginning 60 days after the Maturity Date has past.
 - c. **Payment.** Payments of principal and interest, if any, shall be made from the net sales proceeds (i.e., those proceeds remaining after the payment of normal and customary closing costs) received from the sale of lots, or homes. Interest payments shall be calculated on the principal balance of the loan outstanding from time to time and based upon the actual number of days elapsed divided by 360. Payment of all principal and interest, if any, shall be made from financial guarantees within 45 days after the Maturity Date in the event that full payment has not been made.
 - d. **Late Payments, Delinquencies, and Defaults.** The Corporation shall maintain complete records of the status of each loan, including any late payments, delinquencies or defaults. Penalty fees may be assessed in compliance with loan documents and state laws. Each of the following events shall be considered events of default for the purpose of the loan documents:
 - i. In the event that loan payments are more that five (5) days late, a notice of default will be forwarded to the borrower.
 - ii. If payment has not been received eight (8) days after the due date, a loan officer or other staff person will follow up with a telephone call. Depending on the response to the telephone call, a site visit may be arranged.
 - iii. By the 15th day of a late payment, the loan monitoring staff must make a full report to the board detailing the nature of the problem and making recommendations. Recommendations include, but are not limited to:
 - A. Correspondence or meeting with members of the borrower's mangers and/or officers;
 - B. An inspection of borrower's operations, including their books;
 - C. The sending of a second notice of default;

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- D. The sending of late charge notice;
 - E. The development of a re-structuring plan; and/or
 - F. Waiting for an additional period without major new action.
- iv. If by the 30th day, no payment has been received, a default committee (“Default Committee”) consisting of a loan officer, President, Executive Vice President, Corporation’s General Counsel, and Board Chair will be convened. The committee will examine the situation, based upon a meeting with the borrower and a detailed account of operational information. The Default Committee may carry out the following actions:
- A. A loan re-structuring;
 - B. A strategy to sell the loan;
 - C. A notice of intent to foreclose; and/or
 - D. A further forbearance of action based upon certainty of repayment and confidence of operations
- e. **Foreclosures** Notwithstanding the timeline provided above, in the event the Corporation determines in its sole discretion that a foreclosure action is necessary to protect its security for the loan prior to the 30th day after an event of default the Corporation may initiate foreclosure proceedings prior to such date. The Corporation shall consider foreclosure as a last option when considering actions on loans in default. In instances of foreclosure, the Corporation shall make a detailed assessment of the situation to the Board. The Corporation shall produce a detailed foreclosure assessment that will include a full analysis of the plans and consequences of foreclosure. All foreclosure proceedings and actions shall be done in such a way as to provide maximum protection for the Corporation and for the interest of affected parties, especially any families or individuals who have committed to purchase housing units. In the event of a collateral liquidation, every attempt will be made to cover the cost of the Corporation’s loan principal, accrued interest, if any, and the transaction costs of liquidation (i.e. legal, marketing, staff time). The Corporation may be bound, from time to time, by additional limitations under a subordination agreement with other lenders involved in a transaction.
- f. **Subordination** On a case by case basis, the Corporation may agree to subordinate the payment of its loan to that of one or more senior loans. In addition, the Corporation may also agree to allow a loan to only be payable from net cash flow in specific circumstances. All decisions regarding subordination will first be made by the Loan Committee, however, if the terms of subordination are not typical in the marketplace for a particular type of transaction, the determination will be provided by the Board.
- g. **Permanent/Take-Out Financing** All loans involving the development of new subdivisions or the construction of infrastructure shall require borrower to meet certain marketing and/or pre-sales requirements. In the case that the borrower will be constructing site improvements to the property, the borrower must present a sales contract(s) for at least 70% of the proposed lots. In the case that the borrower will be the primary contractor of completed housing units, the borrower shall provide a sales contract(s) for at least 40% of the lots and homes to be developed. The Corporation may also require a purchaser waiting list that includes at least 50% of the number of lots or housing units to be developed.
- h. **Revolving and Renewable Loans** The Corporation may consider on a case-by-case basis revolving loans that allow borrowers to make payments to the principal balance and draw additional funds against the principal balance during the initial Term of a loan. The Corporation may consider, on a case-by-

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case basis, renewable loans that allow the borrower and Corporation to agree upon the terms of renewing a loan after the full payment of principal balance and interest, if any, under a new loan agreement. Renewable loans shall require the payment of closing fees, as well as the setting of a new Term, Interest Rate and Maturity Date.

- i. **Equity Investments.** The Corporation shall consider any financing, loan or investment of funds into a Development as an equity investment (“Equity Investment”), when the borrower can not provide sufficient guarantees or owner equity, as determined by the Corporation. The Corporation may consider Equity Investments in Developments that serve very-low income (50% AMI and below) or special needs populations. A minimum number of very-low income or special needs units may be reserved based on the amount and nature of the contributions made by the Corporation. Additional fees or charges may be included in loan payment terms for units or lots sold to non-qualified households.
14. **Commitment of Funds.** The Corporation shall provide borrowers, who have been approved for a loan by the Loan Committee, a letter detailing the commitment of funding made by the Corporation (“Commitment Letter”). The Commitment Letter shall detail the rates, terms and other conditions of the loan, as well as, any due diligence materials or documents that must be submitted by the borrower prior to closing. The Commitment Letter shall set timelines for the execution of the commitment, payment of fees and closing of the loan. The borrower shall be solely responsible for fulfilling the requirements of the Commitment Letter. The Corporation shall have the right to terminate any Commitment Letter if it becomes aware of any changes or adverse events that may conflict with assumptions made during underwriting or the financial position of the borrower.
15. **Fees.** The Corporation shall be authorized to charge fees, penalties or other monetary accruals in the following manner:
- a. **Application Fee** The Corporation may require the payment of an application fee (the “Application Fee”) to cover the cost of document preparation, data entry, staff review time and other expenses as necessary. The Application Fee shall be no greater than \$500, and may be waived for non-profit applicants. An application will not be accepted by the Corporation unless it is accompanied by the appropriate Application Fee.
 - b. **Commitment Fee** The Corporation may require the payment of a commitment fee (the “Commitment Fee”) to cover the cost of document preparation, staff time and other expenses as necessary. The Commitment Fee shall be in a minimum amount of \$2,500, and may be increased on a case by case basis, if the Corporation determines that a loan will require additional services or expenses due to the structure or nature of the loan. A borrower shall pay the Commitment Fee concurrently with the borrower’s execution and delivery of the Commitment Letter.
 - c. **Closing Fee** The Corporation may require the payment of a closing fee (the “Closing Fee”) to cover the cost of document preparation, filing fees, staff time and other expenses as necessary. The Closing Fee shall be in a minimum amount of \$2,500, and may be increased on a case by case basis, if the Corporation determines that a loan will require additional services or expenses due to the structure or nature of the loan. A borrower shall pay the Closing Fee concurrently with the borrower’s execution of the Corporation’s loan documents; and
 - d. **Attorney Fees** The Corporation may require the payment of attorney fees (the “Attorney Fee”) to cover the cost of legal counsel. The Attorney Fee shall be a minimum of \$5,000, and may be increased on a case by case basis, if the Corporation determines that a loan will require additional services or expenses due to the structure or nature of the loan. A borrower shall pay the Attorney

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Fee concurrently with the borrower's execution of the Corporation's loan documents. The Attorney Fee may be included in the principal amount of the loan.

16. Loan Closing. Borrowers shall receive instructions with the Commitment Letter that detail the required steps and actions necessary to close on their loan. The Corporation shall require at a minimum the following documentation prior to closing:

- a. Appraisal;
- b. Site and Development Plans;
- c. Final Budget and Timeline;
- d. Construction Contracts;
- e. Financial Statements;
- f. Certificates of Corporate Status;
- g. Title Insurance;
- h. Surveys;
- i. Insurance;
- j. Legal Opinions;
- k. Fees and Expenses;
- l. Proof of Zoning;
- m. Loan Documents; and
- n. Other documents as required by the Corporation.

17. Construction Loan Administration.

- a. **Draw Requests.** Borrowers will be required to submit a request for a construction loan advance on a standard AIA form for hard costs. The form will be signed by the borrower and Development architect. Other Development costs (soft costs) will be listed on a "to-date" Development budget in the format approved by the Corporation. Contractor/Supplier invoices may be required in some cases where construction and fiscal management is a concern.
- b. **Site Inspections.** All requests for loan funds involving hard costs will require an inspection. The Corporation shall engage, on a Development-by-Development basis, with an experienced construction supervisor or architect to act as the Corporation's inspector. The inspector will perform a site visit for each hard cost advance to evidence work-in-place, conformity with plans, specifications and building standards. The inspector may be required to submit a written report; at a minimum the inspector will sign the AIA form from the borrower. The cost of inspections shall be paid by borrowers, from loan proceeds if desired. The Corporation may waive its right to an inspector if the Corporation's lien position is subordinate to a Senior Lender who will monitor and provide construction inspections during the course of construction.
- c. **Advances to Borrower.** The Corporation shall make advances based on a satisfactory report from the inspector and the borrower's continued compliance with the terms and conditions of the loan. The Corporation may withhold 10% of the total construction loan amount until all liens have been cleared from the subject property.

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- d. **Interest Reserve** Where ever possible, the Corporation will require borrowers to pay interest from other Development sources or unrelated income. In instances where other sources are restricted, and/or unrelated income is unavailable or unreliable, the Corporation may permit a loan to self-fund accrued interest.
 - e. **Third Party Lenders/Funders** When possible, the Corporation will require other Development sources to fund prior to the Corporation's loan. When pro-rata funding occurs, the Corporation shall seek to administer other Development sources. The Corporation shall seek to hold all Development retainage when possible.
18. **Acquisition Loan Administration.** The Corporation may provide up to 100% of its loan funds for the purpose of acquiring real property if the Corporation's financial interest in property does not exceed 50% of the total projected Development costs. In the instance that the Corporation does provide proceeds for acquisition, borrowers shall provide the Corporation with a complete loan closing document package at least 7 days prior to the anticipated loan closing date. The Corporation may deposit the full amount of acquisition loan proceeds into an escrow account with the mortgage title company not more than 5 days prior to the closing of the loan. If delays in closing occur and exceed 5 days, the full amount of funds placed in escrow shall be returned to the Corporation immediately upon the Corporation's request.
19. **Loan Loss Reserves.** The Corporation shall establish a reserve fund to cover the cost of financial losses to the loan portfolio and for the repayment of funds borrowed by the Corporation to fund loans ("Loan Loss Reserve"). The amount of Loan Loss Reserve shall be equivalent to at least 5% of the principal balance of all outstanding loans, or at least 3 months of payments on borrowed funds, which ever is greater. The Corporation may maintain a higher amount of Loan Loss Reserves based on an assessment of loan ratings of all loan in the portfolio.
20. **Loan Ratings.** The Corporation shall establish a loan rating policy in order to track the level of risk and strength of its portfolio. The loan rating policy will look at actual operations and repayment performance, strength of collateral (loan to value ratio), strength of repayment capacity (current ratios, debt coverage ratio, etc.) and management capacity. The loan rating policy shall be updated annually.
21. **Portfolio Reporting Requirements.** The Corporation's Board shall receive a quarterly report updating the status of the Program's loan portfolio and performance. This quarterly report shall be know as the capital report ("Capital Report"), and is intended to provide sufficient information to the Board in order that they can make funding allocation and policy decisions. The quarterly Capital Report will contain current information on loan balances, rates and maturities, as well as senior and subordinate note balances, rates and maturities. Additionally, the Capital Report shall include a complete listing of all loans with loan number, borrower, outstanding amount, rate, maturity date and any other pertinent information requested. The Capital Report shall be available for inspection by note purchasers and the general public on the Corporation's website.
22. **Loan Monitoring Policy.** The Corporation shall establish and maintain loan monitoring policies in order to maintain the Corporation's security interest and to assist borrowers in organizational growth and asset management. The Corporation shall maintain data on the regularity of payments, annual financial statements of borrowers, status of Development from site inspections, and updates on the collateral worth. The Corporation may provide technical assistance, when necessary, to borrowers. The nature and frequency of loan monitoring shall be based on loan type, the life cycle of the loan (construction period, business cycle, etc.), performance, and overall risk evaluation, and shall be included in the loan agreement.
23. **Loan Monitoring Report.** Annually, the Corporation shall produce a loan monitoring report on each outstanding loan in its portfolio and provide an analysis of the value of collateral ("Annual Loan

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Monitoring Report”). This evaluation shall be done through staff analysis of comparable values, and does not, except in workout situations, require an appraisal report. The Annual Loan Monitoring Report shall be presented to the Board and shall be available to investors and note purchasers. The Loan Monitoring Report shall have a listing of each loan in the portfolio.

24. **Monitoring Social Impact.** The Corporation shall compile a report on the social impacts of the Program (the “Social Impact Report”) annually. The report shall be presented to the Board and include the following data:
 - a. The geographic distribution of loans;
 - b. The type of loans;
 - c. The numbers and type of housing units created;
 - d. The economic and demographic characteristics of households; and
 - e. The leverage capacity of loans
25. **Conflict of Interest Policy.** The Corporation, in the process of reviewing and awarding loans under this Program, shall adhere to the conflict of interest policies set by the Corporation’s Board , and pursuant to §2306.5545 of the Texas Government Code. Additionally, at or prior to each board meeting, each staff member and Board member will disclose the nature of any potential conflicts of interest that would be created by their participation in the discussion of a particular loan, application, membership or policy.
26. **Board Waivers.** The Corporation’s Board may consider and approve a waiver to these policies at any time. Borrowers may request that the Board consider a waiver of these policies at a public meeting of the Board.