# LOAN AUTHORIZATION OF [NAME OF TRIBE OR TDHE]

The undersigned, **[insert authorized official]**, **[insert title]**, of the **[insert name of**

**“Tribe” or “Tribally Designated Housing Entity’s” (TDHE) Name]**, does hereby make the following certifications and representations as “Borrower” to the State of California, Department of Housing and Community Development (the "Department"):

1. The Department issued a Notice of Funding Availability (the “NOFA”) dated **[month, day, year]**, under its National Housing Trust Fund (“NHTF”) Program, the

Borrower has either received, or been assigned, a commitment of funds for a loan pursuant to an award letter issued by the Department (“NHTF” Loan).

2. The Department is authorized to award funds and administer the NHTF Program pursuant to 24 Code of Federal Regulations Part 93, Health and Safety Code section 50676 *et seq*., the NHTF NOFA, and NHTF Program guidelines.

3 A. **[If a Tribe, insert this paragraph. If TDHE, replace this paragraph with “INTENTIONALLY DELETED” and use paragraph 3.B below]** That **[insert name of a Tribe]**, **[a federally recognized or non-federally recognized Tribe]**, is a legal entity, validly existing and duly qualified to transact business in the State of California.

3.B. **[If a TDHE, insert this paragraph. If a Tribe, replace this paragraph with “INTENTIONALLY DELETED” and use paragraph 3.A above]** That **[insert name of a TDHE]**, a consortium of **[insert number of tribes]** federally recognized tribes, is a legal entity, duly formed, validly existing and duly qualified to transact business in the State of California.

4. That **[insert name of Tribe/TDHE]** has full power and authority and, under the terms of the **[insert name of Tribe or Tribe/TDHE]** Tribal Resolutions and Tribal Ordinances and the **[insert name of Tribe/TDHE as applicable]** Bylaws, is duly authorized to enter into a State of California Standard Agreement containing a Limited Waiver of Sovereign Immunity, and any and all other documents required or deemed necessary or appropriate to evidence the NHTF Loan, the Borrower's obligations related thereto, and the Department's security therefore; including, but not limited to, a promissory note, a deed of trust and security agreement, a regulatory agreement, a restrictive covenant, a lease rider containing a Limited Waiver of Sovereign Immunity, and certain other documents required by the Department as security for, evidence of, or pertaining to, the NHTF Loan, and all amendments thereto (collectively, the "NHTF Loan Documents"); and the Standard Agreement and the NHTF Loan Documents will be executed by persons who are duly authorized to execute the same for and on behalf of **[insert Borrower Tribe/TDHE name]**; and the NHTF Loan Documents will constitute legal obligations of **[insert Borrower Tribe/TDHE name]** enforceable against it in accordance with their respective terms.

5. That **[Borrower’s Name]** has received no notice from any governmental agency advising Borrower that it is not in good standing or will not be in good standing with notice or lapse of time or both.

6. That the person listed below is, as of the date hereof, a duly qualified and authorized agent of **[Tribe/TDHE]** holding the office set forth under **[his/her/their]** name, and the signature appearing above **[his/her/their]** name is **[his/her/their]** genuine signature and is authorized and directed to execute the NHTF Loan Documents, and any amendments thereto, on behalf of the **[Tribe/TDHE]**.

7. **[Insert Tribe/TDHE Name]** is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of **[Insert Borrower’s Name]**, threatened against or affecting **[Borrower’s Name]**, or the Development or the Property (as such terms are defined in the NHTF Loan Documents at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to **[Borrower]**, materially affect **[Borrower’s Name]** ability to perform under the NHTF Loan Documents

IN WITNESS WHEREOF, I have set my hand as of this \_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_, 2023.

**[Insert Name of Borrower or insert Tribe/TDHE]**, a

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signature)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[Insert Authorized Tribal Official Name]**

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