

EXHIBIT A**AUTHORITY, PURPOSE AND SCOPE OF WORK****1. Super NOFA**

This Agreement is the result of Sponsor's application (the "**Application**") for funding under Department's Multifamily Finance Super Notice of Funding Availability, dated May 18, 2023 (the "**Super NOFA**"), which, among other things, noticed the availability of loan program funding under the following programs (the "**Programs**"):

- A. The Multifamily Housing Program ("**MHP**");
- B. The Veterans Housing and Homelessness Prevention Program ("**VHHP**"); and
- C. The Joe Serna, Jr. Farmworker Housing Grant Program ("**FWHG**").

In response to the Application, Sponsor was awarded loan funding under one or more of the above programs up to the maximum specific loan amount or amounts, all as more specifically set forth in Section 1 of Exhibit E of this Agreement. The Program or Programs providing such loan funding which are the subject of this Agreement are referred to herein individually as a "**Funding Program**" and collectively as the "**Funding Programs.**"

2. Authority

- A. This Standard Agreement is entered into under the authority of and in furtherance of the following:
 - 1) California Assembly Bill 434 (Chapter 192, Statutes of 2020) ("**AB 434**"), as amended and in effect from time to time;
 - 2) Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code, as amended and in effect from time to time, which establishes MHP;
 - 3) The Veterans Housing and Homeless Prevention Act of 2014, which is set forth in Article 3.2 (commencing with Section 987.001) of Chapter 6 of Division 4 of the Military and Veterans Code, as amended and in effect from time to time, which establishes VHHP, in conjunction with the Veterans Housing and Homeless Prevention Bond Act of 2014, which is set forth in Article 5y (commencing with Section 998.540) of Chapter 6 of Division 4 of the Military and Veterans Code, and the Veterans and

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Affordable Housing Bond Act of 2018, which is set forth in Chapter 1 (commencing with Section 54000) of Part 16 of Division 31 of the Health and Safety Code (collectively, the “**VHHP Acts**”); and

- 4) Chapter 3.2 (commencing with Section 50517.5) of Part 2 of Division 31 of the Health and Safety Code, as amended from time to time, which establishes FWHG.
- B. This Agreement is the result of the Sponsor’s Application for funding under one or more of the Programs, and each loan funding award set forth in Section 1 of Exhibit E of this Agreement shall be referred to as a “**Loan**”, and if more than one, collectively, the “**Loans**”. This Agreement hereby incorporates by reference the Application and the Project Report in their entirety. This Agreement is governed by the following requirements (collectively, the “**Program Requirements**”):
- 1) The Super NOFA;
 - 2) The Award Letter issued by the Department to the Sponsor;
 - 3) All applicable law;
 - 4) If Section 1 of Exhibit E of this Agreement identifies MHP as a Funding Program, the Program Requirements shall also include the following:
 - (a) Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code, as amended and in effect from time to time;
 - (b) The Multifamily Housing Program Final Guidelines, adopted pursuant to AB 434 (Chapter 192, Statutes of 2020), dated May 18, 2023, and as may be further amended and in effect from time to time (the “**MHP Guidelines**”); and
 - (c) Any provisions of the Uniform Multifamily Regulations (Cal. Code Regs., tit. 25, § 8300 et seq.) as amended and in effect from time to time (the “**UMRs**”) which the MHP Guidelines incorporate by reference;
 - 5) If Section 1 of Exhibit E of this Agreement identifies VHHP as a

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Funding Program, the Program Requirements shall also include the following:

- (a) The VHHP Acts, as amended and in effect from time to time;
 - (b) The Veterans Housing and Homelessness Prevention Program Final Guidelines, adopted pursuant to AB 434, dated May 18, 2023, as may be amended and in effect from time to time (the “**VHHP Guidelines**”);
 - (c) Any provisions of the UMRs which the VHHP Guidelines incorporate by reference; and
 - (d) Any provisions of the MHP Guidelines which the VHHP Guidelines incorporate by reference;
- 6) If Section 1 of Exhibit E of this Agreement identifies FWHG as a Funding Program, Program Requirements shall also include the following:
- (a) Chapter 3.2 (commencing with Section 50517.5) of Part 2 of Division 31 of the Health and Safety Code, as amended and in effect from time to time;
 - (b) The Joe Serna, Jr. Farmworker Housing Grant Program - Multifamily Final Guidelines, adopted pursuant to AB 434, dated May 18, 2023, as may be amended and in effect from time to time (the “**FWHG Guidelines**”);
 - (c) Any provisions of the UMRs which the FWHG Guidelines incorporate by reference; and
 - (d) Any provisions of the MHP Guidelines which the FWHG Guidelines incorporate by reference.

Clauses B 1) thru 3) immediately preceding shall be applicable to all Loans regardless of which Funding Program(s), or combination thereof, are providing Loan funding hereunder.

Provisions contained in this Agreement that are solely and exclusively applicable to Programs not awarded shall have no force and effect. All other provisions contained

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herein related to the Funding Programs shall, in all cases, be applicable and in effect regardless of which Program(s), or combination thereof, constitute the Funding Program(s).

To the extent of any conflict between the Program Requirements with respect to a particular matter, the most restrictive of such requirements, as determined by the Department in its sole and absolute discretion, shall prevail.

3. Purpose

Sponsor applied to the State of California Department of Housing and Community Development (the “**Department**” or “**HCD**”) for the Loan(s) in order to develop, construct, rehabilitate and/or preserve an Affordable Housing Development, as defined in Section 4.A. of this Exhibit A for the applicable Target Populations to be served by the Funding Program(s). The Affordable Housing Development will be developed on certain real property (the “**Property**”), as described in the Application and the Project Report.

The Department will make the Loan(s) to the Sponsor, or to the Sponsor’s Department- approved affiliate (the “**Borrower**”), as owner of the Development. The Department will require that the Affordable Housing Development be developed, owned, rented, managed, maintained, and operated in accordance with the applicable Program Requirements for the full term of the Loan(s), regardless of sale or transfer of the Property or prepayment of all or any portion of the Loan(s).

To further effect this purpose, the Department will require the Sponsor and the Borrower to enter into the Department’s form sponsor operating and control agreement (the “**Sponsor Operating and Control Agreement**”) as a condition of closing the Loan(s), unless the Sponsor entity that garnered the experience points at the application stage is also the Ultimate Borrower.

By entering into this Agreement and thereby accepting the award of the Loan funds described herein, the Sponsor and Borrower agree to comply with the Program Requirements and the terms and conditions of this Agreement. As noted above, this Agreement incorporates by reference the Application and the Project Report in their entirety.

4. Definitions

Capitalized terms set forth herein and not otherwise expressly defined herein shall have the definitions set forth in the applicable Guidelines. In addition:

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- A. **“Affordable Housing Development”** or **“Development”** refers to the transitional or rental housing development which was described in the Application and which provides units that are affordable to Eligible Households. The Affordable Housing Development must meet all applicable Program Requirements and is in consideration of the Loan(s).
- B. **“Agreement”** refers to this Standard Agreement.
- C. **“Borrower”** or **“Ultimate Borrower”** refers to the borrowing entity and owner of the Development, as identified in Section 2 of Exhibit E of this Agreement. The Sponsor, or its controlled affiliate, must have continuing control of the Borrower and the Development. The organizational structure of the Borrower must comply with UMR section 8313.2 and Section 16 of Exhibit D of this Agreement.

Additionally, as relates to FWHG Loan funding, Borrowers must be responsible to ensure that their organizational structure(s) are compliant with applicable authority, which may restrict the composition of eligible entities. If Borrower is a limited partnership, all of the general partners must either be nonprofit public benefit corporations, limited liability companies, or a combination thereof, and all members of such limited liability companies must be nonprofit public benefit corporations. If Borrower is a limited liability company, all members thereof must be nonprofit public benefit corporations. Relevant authority includes, but is not limited to, Health and Safety Code section 50517.5, subdivisions (a) and (e); and FWHG Guidelines section 203(b).

- D. **“Development Agreement”** refers to a contract governing the construction process and disbursement of construction period funding to be executed by the Department, the Sponsor, and Borrower, if Section 1 of Exhibit E of this Agreement describes a construction Loan under the FWGH Program, all as more fully described in Section 45 of Exhibit D of this Agreement.
- E. **“Funding Program(s)”** refer to the Program(s) providing Loan funding as specifically set forth in Section 1 of Exhibit E of this Agreement.
- F. **“Guidelines”** refer to the MHP Guidelines, the VHHP Guidelines and/or the FWHG Guidelines, generically, either individually or in combination with each other.

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- G. **“Loan Documents”** refer to this Agreement, the Regulatory Agreement, any Senior Regulatory Agreement, the promissory note, and deed of trust and security agreement, all as more fully described in Section 45 of Exhibit D of this Agreement.
- H. **“Performance Milestones”** refers to the development schedule and/or metrics of progress and performance referenced in Section 6 of this Exhibit A.
- I. **“Program(s)”** refers to the MHP Program, the VHHP Program and/or the FWHG Program, generically, either individually or in combination with each other.
- J. **“Project Report”** refers to the Departmental staff report presented to and approved by the Department’s Internal Loan Committee. The Project Report sets forth the project criteria approved by the Department at the time of the award of the Loan funds contemplated by this Agreement. The project criteria may be amended only upon the Department’s written approval.
- K. **“Residual Receipts”** refers to the 50 percent share of cash or other benefits which, pursuant to UMR section 8314(a)(2), is available to the Department on an annual basis as payment on the Loan(s). The Department may agree to share the Residual Receipts with other public agency lenders. Only public agency lenders can receive Residual Receipts.
- L. **“Sponsor”** is defined in accordance with Appendix A of the Guidelines. The term refers to the entity identified as the Sponsor in Section 6 of Exhibit E, and also includes any affiliate or assignee of the Sponsor approved in writing by the Department and undertaking all the obligations of the Sponsor hereunder pursuant to a written amendment hereto. In the case of joint applicants, “Sponsor” shall also refer to each applicant or the approved assignee of such applicant.
- M. **“Target Population”** means the following:
- 1) For MHP, an “Eligible Household” as defined in Appendix A to the MHP Guidelines;
 - 2) For VHHP, a “VHHP Eligible Household” means a household that **(a)** is “homeless,” as that term is defined by Section 11302 of Title 42 of the United States Code, is “homeless youth,” as that term is defined by Government Code section 12957, subdivision (e)(2), At Risk of

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Homelessness, or experiencing temporary Homelessness; **(b)** includes at least one Veteran; and **(c)** does not have Gross Income in excess of the limit specified by TCAC;

- 3) For FWHG, an “Agricultural Household” as defined in Appendix A to the FWHG Guidelines, whose income does not exceed 80 percent of Area Median Income.
- N. **“TCAC”** refers to the California Tax Credit Allocation Committee.
- O. Any reference to a specific **“Section”** or **“section”** of any of the Guidelines shall initially refer to that specific numbered section of the referenced Guidelines. If the Department amends any portion of any of the Guidelines, all references herein to any such portion of the amended Guidelines shall be deemed to refer to the updated version of such Guidelines, either in whole or in part, as may be applicable. To the extent that any Guidelines provision is amended, and thereafter receives a new section number, any reference herein to the old Guidelines section number shall be interpreted to refer instead to the Guidelines section as amended.

5. Scope of Work

The **“Scope of Work”** or **“Work”** for this Agreement shall consist of the development and construction of the Affordable Housing Development which is described in the Application and the Project Report, and which is identified in the Award Letter. Sponsor must perform the Work, or cause the Work to be performed, in full accordance with this Agreement and the Program Requirements. Any reference in this Agreement to “construction” shall include rehabilitation construction, if applicable.

All written materials or alterations submitted as addenda to the original Application as awarded by the Department’s Internal Loan Committee, and which are approved in writing by a Division of State Financial Assistance Program Manager or higher departmental official, as appropriate, are hereby incorporated as part of the Application and the Project Report, and hereby incorporated as part of the Agreement. The Department hereby reserves the right, but assumes no obligation, to review and approve any and all of the Work, and the Scope of Work may in no event be revised or altered without the Department’s prior express written consent and approval, which consent and approval is within the Department’s sole and absolute discretion.

6. Performance Milestones

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Sponsor shall inform the Department of any anticipated delays, or changes to the Sponsor's proposed Performance Milestones as set forth in the Project Report no later than the date designated for such completion therein (each a "Milestone Completion Date"). Sponsor may submit a written request for extension of any such Milestone Completion Date. Any such request shall include Sponsor's demonstration of good cause and reasonable assurances that the extension will not adversely affect completion of the project. Approval of any such extension request shall be in the Department's sole discretion; however, such approval shall not be unreasonably withheld.

7. Reporting Requirements

Sponsor must comply with all reporting requirements set forth in the Guidelines and Program Requirements for the Funding Programs to the fullest extent applicable to the Development, as set forth in Sections 56 and 72 of Exhibit D of this Agreement.

8. State Coordinator

The coordinator of this Agreement for the state is the Section Chief, Division of State Financial Assistance, or their designee, for the Multifamily Finance Super NOFA, Division of State Financial Assistance. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the Section Chief, Division of State Financial Assistance at the following address:

Department of Housing and Community Development
Division of State Financial Assistance – PDI
P.O. Box 952054
Sacramento, California 94252-2054

9. Sponsor's Contract Coordinator

The Sponsor's Contract Coordinator for this Agreement is listed below. Unless the Department is otherwise informed, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to the Sponsor's Contract Coordinator at the following address:

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Sponsor:	Insert Contact Info Here
Authorized Representative Name and Title:	Insert Contact Info Here
Address:	Insert Contact Info Here
Phone No.:	Insert Contact Info Here
Email Address:	Insert Contact Info Here