

**EXHIBIT A**AUTHORITY, PURPOSE, AND SCOPE OF WORK1. Authority

This Standard Agreement, STD 213, (hereinafter "Agreement") is the result of the Sponsor's application (the "Application") for funding under the Affordable Housing and Sustainable Communities Program ("Program") pursuant to the following (collectively, the "Program Requirements"):

- A. Part 1 of division 44 of the Public Resources Code (commencing with Section 75200);
- B. The Round 9 Program Guidelines dated February 26, 2025, (the "Guidelines") as may be amended from time to time; and
- C. The Program's Notice of Funding Availability (the "NOFA") issued by the Department of Housing and Community Development (hereinafter the "Department" or "HCD"), dated March 25, 2025.

This Agreement is entered under the authority of, and in furtherance of the purposes of the Program.

The Application and the Project Report dated as of the date specified in provision A.1 of Exhibit E of this Agreement (the "Project Report") including all representations made therein, are hereby incorporated in this Agreement by this reference.

2. Purpose

In accordance with Program Requirements, Sponsor applied to HCD for Program funding for the purpose of assisting in the development, operation, and maintenance of a residential rental Affordable Housing Development on certain real property (the "Property") as identified in the Application. The financial assistance from the Program shall be in the form of a permanent loan (the "Loan") as detailed in the award letter dated as of the date specified in provision A.2 of Exhibit E of this Agreement ("Award Letter") either directly to the Sponsor, or to an approved affiliate of the Sponsor (either of the foregoing entities, in the capacity as borrower of the Loan funds only, the "Borrower"), as owner of the Development evidenced by a promissory note, secured by a deed of trust and subject to a regulatory agreement between the Borrower and the Department. The purpose of the Loan is to ensure that the Development is constructed, owned, managed, maintained and operated in accordance with Program Requirements, and the representations of the Application and Project Report, and to ensure that certain residential units therein shall be occupied by eligible households at

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affordable rents as defined in the Guidelines for the full term of the Loan, regardless of sale or transfer of the Property or prepayment of the Loan. To further effect this purpose, if Borrower is an entity other than the Sponsor identified in the Application, HCD may require the Sponsor to enter into a Sponsor Operating and Control Agreement as a condition of closing the Loan. By entering into this Agreement and thereby accepting the award of Program Loan funds, the Sponsor agrees to comply with applicable statutory law, the Guidelines, the NOFA, and this Agreement, and to abide by the representations contained in the Application, and in the Project Report.

**3. Definitions**

Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines, and in page 1 of this Exhibit A, in addition:

- A. The "Development" refers to the residential rental Affordable Housing Development identified in the Award Letter, described in the Application and meeting the criteria set forth in the Project Report providing the affordable housing units, as described therein, in consideration of the Loan. The Development shall meet all criteria as set forth in the Guidelines.
- B. "Agreement" refers to this Standard Agreement.
- C. "Sponsor" refers to the entity or entities that made the Application to the Department for the Development and identified as "Contractor" on page 1 to this Agreement (STD 213). "Sponsor" also includes any affiliate or assignee of the Sponsor approved by the Department and undertaking all the obligations of the Sponsor hereunder. In the case of joint applicants, "Sponsor" shall refer to each applicant or the approved assignee of such applicant. Each joint applicant shall be jointly and severally liable for all obligations of a Sponsor as set forth herein.
- D. "TCAC" refers to the California Tax Credit Allocation Committee.
- E. Any reference to a specific "Section" or "section" of the Guidelines shall initially refer to that specific numbered section of the Guidelines adopted on and dated February 26, 2025. Notwithstanding, if and when the Strategic Growth Council ("SGC") amends any portion of the Guidelines, all references herein to any such portion of the Guidelines shall be deemed to refer to the updated version of the Guidelines, either in whole or in part, as may be applicable. To the extent that any Guidelines section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guidelines section number(s), any reference herein to the old Guidelines section(s) number(s) shall be interpreted

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to refer instead to the Guidelines section(s) that is (or are) intended to replace the content and substance of the former Guidelines section(s).

- F. "Performance Milestones" refers to the development schedule and/or metrics of progress and performance referenced in Section 6 of Exhibit A.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall consist of the development and construction by or on behalf of Sponsor of the Development. The Development is to be developed and constructed by the Sponsor, or by a developer on behalf of the Sponsor, as provided in the Application, and must meet the criteria specified in Exhibit E of this Agreement as provision A.3:

Upon completion, the Development must meet or exceed the applicable minimum Net Density as set forth in Section 104(a)(1)(F)(i)-(ii) of the Guidelines. Further, the Sponsor shall take such actions, pay such expenses, and do all things necessary to complete the Development with all the design elements and features described in the Application, and Project Report, in accordance with all Performance Milestones and in compliance with the terms and conditions of this Agreement. All written materials or alterations submitted as addenda to the original Application, and which are approved in writing by a Division of Financial Assistance Operations Manager or higher Departmental official, as appropriate, are hereby incorporated as part of the Agreement. The Department reserves the right to review and approve all Work to be performed by the Sponsor in relation to this Agreement. Any proposed revision of the Work must be submitted in writing for review and approval by the Department. Approval shall not be presumed unless such approval is made by the Department in writing.

5. Evidence of Point Generating Activities

Based on the points awarded to its Application, Sponsor assures the Department of the existence or planned aspects of all point generating activities as detailed in the Application and Project Report. At the request of the Department, Sponsor shall provide further and additional evidence sufficient to demonstrate the existence and/or completion of the items for which the Sponsor's Application received points. Failure to provide such evidence to the reasonable satisfaction of the Department may result in a reevaluation of the Application and the reduction or cancellation of the award, and result in the disencumbrance of Program funds awarded.

**EXHIBIT A****6. Performance Milestones**

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. HCD Coordinator**

The coordinator of this Agreement for HCD is the Loan Closing AHSC Program Manager for the Affordable Housing and Sustainable Communities, Division of Financial Assistance. Any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the AHSC Program Manager at the following address:

Loan Closing, AHSC Program Manager  
Department of Housing and Community Development  
Division of State Financial Assistance – Loan Closing Branch  
P.O. Box 952054  
Sacramento, California 94252-2054

**8. Sponsor Contract Coordinator**

The Sponsor's Coordinator for this Agreement is listed in Exhibit E of this Agreement as provision A.4. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the contact at the address specified in Exhibit E of this Agreement as provision A.4.

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