EXHIBIT E

SPECIAL TERMS AND CONDITIONS

Federal Grant Identification
HUD Grant Number: (B-25-DU-06-0001)
Assistance Listing Number: 14.228
Date HUD Grant Agreement signed by HUD: (06/20/2025)

The following are special terms and conditions which supplement and amend certain earlier provisions of this Agreement. The sections being supplemented or amended are referenced in parentheses.

1. Scope of Work

A. Unit Mix

# of Bedrooms	DR-MHP Assisted Units	All restricted units (Including DR-MHP Assisted Units)	Non-Restricted Units	Total Units	Income Limit
					30% AMI
					35% AMI
					40% AMI
					45% AMI
					50% AMI
					55% AMI
					60% AMI
					65% AMI
			1	1	Mgr. Unit
Totals					

Maximum rent for DR-MHP units is 65% AMI with a minimum 10% at or below 30% AMI

B. Environmental Mitigation Measures

As identified in the NEPA Environmental Review document prepared pursuant to 24 CFR 58.38, included specific mitigation measure necessary to achieve a Finding of No Significant Impact (FONSI) on the environment.

The Sponsor shall monitor the project development and incorporate provisions in its written agreement with contractors, as appropriate, to ensure timely

EXHIBIT E

implementation of previously identified mitigation measures during construction and implement any and all necessary mitigation measures for impacts discovered during construction and the life of the project.

Sponsor shall also complete or coordinate completion of each mitigation measure and shall collect, review, maintain, and supply to the Department documentation evidencing completion of the required mitigation measures as part of their Environmental Review Record. Measures include:
[include full text of the mitigation measures here]

2. Joint and Several Liability

[ULTIMATE BORROWER] ("LP") is an affiliate of [SPONSOR] ("Corp"). The Department acknowledges that the LP will be considered the Ultimate Borrower of the DR-MHP Loan funds and as such will execute the DR-MHP Loan Documents. For the purposes of this Standard Agreement, LP and Corp will be collectively referred to herein as "Sponsor". As such, the LP and Corp are jointly and severally liable for all the obligations of a Recipient as set forth in this Agreement. Satisfactory performance of any duties and obligations under this Agreement, and any other agreements by either the LP or Corp, will be deemed as performance by the Sponsor.

At a minimum, the Recipient-controlled general partner of LP must perform the substantial management duties identified in BOE Rule 140.1(a)(10) as items (A), (H), (I) and (K), and the LP's Limited Partnership Agreement must so provide.

3. DR-MHP Loan Amount

A. Rental New Construction Project Construction Financing Loan $xx,xxx,xxx

B. Eligible Reimbursable Expenses

Budget Line Item	Amount
Acquisition and predevelopment soft costs incurred within twenty-four (24) months prior to the execution of this Agreement including architectural, engineering, or related professional services required to prepare plans, drawings and specifications, or work write-ups. (Prior approval by the Department is required)	$
Construction-period soft costs	$
Construction hard costs (list specific line items, if applicable, e.g. structures. Add additional rows as needed.)	$
TOTAL (must equal loan amount in subsection A)	$

EXHIBIT E

Budget revision requests must be submitted to the Department in writing prior to implementing any change to this budget. Budget revisions must not affect the approved environmental review record and must comply with Federal and State regulatory requirements for the 23-24 CDBG-DR MHP program. Approval must be made by a Department Program Manager or above and may be provided via letter, memo, or email, without necessitating an amendment to this Agreement.

4. Project Milestones

	Project Milestone	Date to be Completed
a.	Submit all necessary construction loan closing documents to the Department	[No later than 140 days from the date of the DR-MHP Award]
b.	Construction loan closing	[No later than 180 days from DR-MHP Award]
c.	Project construction completion	[Within 24 months of construction loan closing]
d.	Project funds expenditure deadline	[Within 5 years of grant date]
e.	Project lease-up completion	[Within 6 months of COO]
f.	Project Completion Report and Project closeout in Grants Network	[Insert date]
g.	Submit all necessary permanent loan closing documents to the Department	[30 days prior to perm loan closing]
h.	Transition Reserve Fee payment, if applicable	[30 days prior to permanent loan closing]
i.	Permanent loan closing	[Insert date]
j.	Expiration of Agreement per STD 213	[58 years from project construction loan closing date]

5. Payee

The authorized Payee(s) is/are as specified below.

Name: enter name
Amount: $XX,XXX,XXX

6. Special Terms and Conditions

The following Special Terms and Conditions are applicable to this Project and specific to this Standard Agreement. In the event of any inconsistencies or conflicts between these Special Terms and Conditions and any of the terms of this Agreement, the Special Terms and Conditions control.

[INSERT SPECIAL CONDITIONS]

EXHIBIT E

Updated Financials: Not less than sixty days prior to construction loan closing, the Sponsor shall provide updated financial documents including, but not limited to the development budget, development sources and uses, schedule of rents and unit mix, operating budget and fifteen-year cash-flow analysis, and all funding commitments which are acceptable to the Department and demonstrate compliance with all applicable Program regulations or guidelines and the Uniform Multifamily Regulations (UMR). All proposed changes to the project, including but not limited to project financing, rents and unit mix, scope of work to be performed or Borrower's organizational structure must be submitted to and approved by the Department in writing.

Sponsor Control over Borrower: The Sponsor who garnered the experience points at the application stage must be the Sponsor who controls the borrowing entity at construction, through permanent close of escrow, and into management and operation of the project. Organizational documents demonstrating that the experienced Sponsor has the authority to exercise control of the borrowing entity in compliance with Section 8301(s) of the Uniform Multifamily Regulations (UMR) must be submitted to the Department for review and approved by the Department prior to execution of the Standard Agreement.

Performance Milestone Changes: 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.

Relocation Requirements: Prior to construction loan close, the Sponsor must comply with applicable local, state and federal relocation requirements of Government Code section 7260 et seq. and California Code of Regulations, title 25, section 6000 et seq. including a relocation plan which shall be subject to the approval of the Department. Should a relocation plan not be required, Sponsor must provide documentation (such as a Certification of No Relocation) for Department approval that there are no relocation requirements.