

EXHIBIT E

SPECIAL CONDITIONS

1. Project-Specific Provisions

The following are project specific terms and conditions were referenced in prior exhibits and shall inform the references made to the project specific information not contained in those prior exhibits.

Provision A-1 (As referenced in Sections 3.A. and 4.A. of Exhibit A to this Agreement)

[INSERT DESCRIPTION OF CIP]

Provision A-2 (As referenced in Section 3.E. and 4.B. of Exhibit A to this Agreement)

[INSERT QIP UNIT MIX]

Location of Housing Development: (APN, address, parcel map, specific plan, or similar reference) City and County			
Enter the number of units by bedroom size and income level.			
# of Bedrooms	# of Units	IIG Restricted	Income Limit (% of AMI)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total	_____	_____	_____
Net Density (see Guidelines Sec. 200(b)(3))		_____	

Provision A-3 (As referenced in Section 7 of Exhibit A to this Agreement)

[INSERT DEPARTMENT'S CONTRACT COORDINATOR]

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Provision A-4 (As referenced in Section 8 of Exhibit A to this Agreement)

[INSERT RECIPIENT'S CONTRACT COORDINATOR]

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

Provision B-1 (As referenced in Section 2 of Exhibit B to this Agreement)

[Select the applicable table below, delete the table that does not apply]

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES		
Estimated Capital Improvement Project Costs		CIP Costs by Funding Source
Costs Category	Total Amount	Infill Grant Program
Total Project Hard Cost	\$ _____	\$ _____
Total Project Soft Cost and Other Project Related Costs	\$ _____	\$ _____
TOTAL PROJECTED CIP COSTS	\$ _____	\$ _____

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INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES			
Estimated Capital Improvement Project Costs		CIP Costs by Funding Source	
Costs Category	Total Amount	Infill Grant Program	[List Source]
Total Project Hard Cost	\$ _____	\$ _____	\$ _____
Total Project Soft Cost and Other Project Related Costs	\$ _____	\$ _____	\$ _____
TOTAL PROJECTED CIP COSTS	\$ _____	\$ _____	\$ _____

Provision B-2 (as referenced in Section 4.A. of Exhibit B to this Agreement)

Pursuant to the NOFA at Part II, section E(2)(c), the “Disbursement Deadline,” as that term is used and referenced throughout the Agreement is [June 30, 2027, June 30, 2029]. Recipient must submit its final disbursement request(s) no later than [March 31 2027, March 31, 2029].

Provision D-1 (as referenced in Section 32 of Exhibit D to this Agreement)

The signage required by Section 32 of Exhibit D to this Agreement must contain the following information:

PROJECT NAME: «Project_Name»

THIS PROJECT HAS BEEN MADE POSSIBLE
 BY FINANCING FROM THE
 INFILL INFRASTRUCTURE GRANT PROGRAM
 THROUGH THE CALIFORNIA DEPARTMENT
 OF HOUSING AND COMMUNITY DEVELOPMENT

2. Payee and Funding Provisions

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A. Payee(s)

The Authorized Payee(s) is/are as specified below:

[INSERT NAME OF PAYEE]	\$XXX,XXX.00
[INSERT NAME OF PAYEE]	\$XXX,XXX.00
TOTAL	\$XXX,XXX.00

B. [FOR USE WITH SUPER NOFA AWARDS WHICH INCLUDE BOTH LOAN AND GRANT AWARDS] Other Departmental Funding

Concurrently with the grant funding made the subject of this Agreement, the Department also awarded Recipient loan funding from the following Department programs in connection with the Rental Housing Development Project pursuant to that certain Multifamily Finance Super NOFA Loan Standard Agreement (23-MFSN-_____[INSERT CONTRACT NUMBER FOR LOANS]) (the "Loan SA"), under which _____[INSERT NAME OF ULTIMATE BORROWER FROM LOAN SA] will be the ultimate borrower:

[DELETE FROM THE FOLLOWING LIST ANY PROGRAMS THAT WERE NOT AWARDED]

- 1) Multifamily Housing Program permanent loan funding in an original principal amount not to exceed \$_____; and,
- 2) Veterans Housing and Homelessness Prevention Program permanent loan funding in an original principal amount not to exceed \$_____; and,
- 3) Joe Serna, Jr. Farmworker Housing Grant Program construction/ permanent loan funding in an original principal amount not to exceed \$_____.
- 4) Transit-Oriented Development Program construction/ permanent loan funding in an original principal amount not to exceed \$_____.

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- 5) Supportive Housing Multifamily Housing Program construction/ permanent loan funding in an original principal amount not to exceed \$ _____

Upon the close of such Loan(s), Recipient and/or the Ultimate Borrower, as applicable, will be executing Departmental loan documentation with respect to each Loan evidencing the same, including without limitation, a promissory note, regulatory agreement and deed of trust, (the Loan SA together with all such other Loan documentation being collectively, the "Loan Documents").

With respect to the foregoing, Recipient hereby acknowledges and agrees as follows:

- 1) That as an additional condition precedent to the disbursement of the Grant funds under this Agreement, the Disbursement Agreement, and the Covenant (collectively, the "Grant Documents"), Recipient and/or the Ultimate Borrower, as applicable, must observe, comply with, and not be in breach of any of the Loan Documents to which they are a party, or be in default thereunder;
- 2) That any breach of, or event of default under, any of the Loan Documents shall be a breach and default under the Grant Documents; and,
- 3) The Loan and Grant Documents shall reflect the foregoing.

C. Special Conditions

The following Special Conditions are applicable to this Agreement and shall control notwithstanding anything to the contrary in other Exhibits to this Agreement.

- 1) Sponsor(s) and Borrower are acknowledging the Affordable Housing Development will be funded and built as presented to the Department in the approved Project Report upon Internal Loan Committee Award approval. Any bifurcation would make that award null and void, as the Affordable Housing Development is no longer feasible as originally submitted and approved by the Department. Any Department-awarded funds are unable to be assumed or assigned.
- 2) The Department retains the right and discretion to disencumber awards where awardees have failed to make sufficient progress in meeting applicable

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milestones and deadlines subject to Administrative Notice (Notice) 2022-02 dated March 30, 2022, and any future amendments. Such determination will be on a case-by-case basis and may use the enumerated criteria set forth in the Notice when making such decisions. The disencumbrance policy is applicable to HCD state funded multifamily housing programs. For awards made prior to July 1, 2022, the 24-month period shall begin on July 1, 2022. For awards made on or after July 1, 2022, the 24-month period will begin as of the date of the initial program funding awarded to the project, unless amended in a subsequent Notice.

- 3) The Department will assess Negative Points, as applicable, to Sponsor(s)/Applicant(s)/Recipient(s) subject to Administrative Notice 2022-01, dated March 31, 2022, and any future amendments. The Negative Points policy is applicable to all HCD state and federal funding programs – loans and grants, administered by HCD’s Divisions of State and Federal Financial Assistance. Negative points will be calculated based on the criteria outlined in the Notice and will be applicable to all Notices of Funding Availability issued on or after the original date of this notice for the previous 5-year period, except when noted or amended. Such determination will be on a case-by-case basis and may use the enumerated criteria set forth in the Notice when making such decisions. In addition, the Department reserves the right, in its sole discretion, to revoke an entity’s eligible Sponsor/Applicant/Recipient status at any time based on documented serious issues with the operation, maintenance or implementation of project or program funds.

[ADD PROJECT REPORT SPECIAL CONDITIONS]

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