

ENCAMPMENT RESOLUTION FUNDING AGREEMENT

THIS ENCAMPMENT RESOLUTION FUNDING AGREEMENT (Agreement) entered into effective upon execution by both parties (the Effective Date), between the CITY OF FRESNO, a California municipal corporation (the City), and Housing Authority of the City of Fresno, CA, a body corporate and politic (Developer), entered into on [June 27, 2024], to provide funding to supply affordable rental housing within the City of Fresno for unhoused individuals that were currently or previously located at the Encampment Resolution Funding (ERF) Downtown encampment area. Two units will be provided to ERF individuals at Promesa Commons located 1101 Parkway Drive, Fresno, CA 93728 (Promesa Commons).

RECITALS

- A. To further its goals to increase the supply of affordable housing within the City of Fresno the City desires to assist the Developer by providing a grant in the amount of Three Hundred thousand dollars (\$300,000.00) in ERF-2R funds to the project.
- B. The Developer or its assignee shall perform to the satisfaction of City ERF-2R scope of service described in Exhibit A.
- C. The Developer or its assignee desires to act as the owner/developer exercising the effective project control, as to the conversion/rehabilitation of the 98-unit former Days Inn Motel into a 64-unit apartment complex which two (2) units will be reserved for Encampment Resolutions Fund (ERF-2-R) individuals. The ERF-2-R funds will be utilized for construction improvements associated with Promesa Commons as more particularly described in EXHIBIT "B"- Project Description and Schedule.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the Agreement as follows:

- 1. Scope of Services. The Developer or its assignee shall perform to the satisfaction of the City the services described in Exhibit A, including work incidental to, or necessary to perform, such services even though not specifically described in Exhibit A.
- 2. Term of Agreement and Time for Performance. The term of the Agreement. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through June 30, 2027, unless earlier terminated in accordance with this Agreement (Initial Term). The Initial Term and any Extension Term shall be referred to collectively herein as the Term. The Services are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion.
- 3. Compensation.
 - a. Developer's sole compensation for satisfactory performance of all services required or rendered pursuant to the Agreement shall be \$300,000.00, and shall be paid using ERF-2-R funds as set forth in Exhibit B.
- 4. The Developer will be required to have Homeless Management Information System (HMIS) access and the ability to create a project and enter at-risk and/or unhoused individuals' information.
- 5. The Developer will be required to submit quarterly reports to the City of Fresno Project Manager with fiscal programmatic data reflecting the progress of their project(s) in a format provided by the City of Fresno Staff.

6. The Developer will provide the City the information that required in the quarterly reports through June 30, 2026.
7. In the event of any conflict between the body of this agreement and any Exhibit or Agreement hereto, the terms and conditions of the body of this agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit
8. Termination, Remedies, and Force Majeure.
 - a. This Agreement shall terminate without any liability of City to Developer upon the earlier of : (i) Developer's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Developer; (ii) sixty (60) calendar days' prior written notice for breach of this Agreement by Developer; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
 - b. This Agreement shall terminate without any liability of Developer to City upon the earlier of : (i) City's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against City; (ii) sixty (60) calendar days' prior written notice for breach of this Agreement by City; (iii) Developer's non-appropriation of funds sufficient to meet its obligations hereunder during any Developer fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
 - c. Immediately upon any termination or expiration of this Agreement, Developer shall (i) immediately cease all work hereunder; (ii) immediately cause any and all of its subcontractors to cease all work; and (iii) return to City any and all unearned payments and all property and materials in the possession of Developer that are owned by City. Subject to the terms of this Agreement, Developer shall be paid compensation for services satisfactorily performed prior to the effective date of termination.
 - d. Upon any breach of this Agreement by either Party, the other Party may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement.
 - e. Each Party shall provide the other Party with adequate written assurances of future performance, upon written request, in the event that either Party fails to comply with any terms or conditions of this Agreement.
 - f. Each Party shall be liable for default unless its nonperformance is caused by an occurrence beyond its reasonable control and without its fault or negligence such as, acts of God or the public enemy, acts of City or Developer (as the case may be) in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The nonperforming Party shall notify the other Party in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence within a reasonable time, and shall promptly give written notice to the other Party of the cessation of such occurrence.

9. Level of Skill. It is further mutually understood and agreed by and between the Parties hereto that inasmuch as Developer represents to City that Developer and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Developer and its subcontractors, if any, to do and perform such Services in a skillful manner and Developer agrees to thus perform the Services and require the same of any subcontractors. Therefore, any acceptance of such services by City shall not operate as a release of Developer or any subcontractors from said industry and professional standards.

Indemnification. To the furthest extent allowed by law, DEVELOPER shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, DEVELOPER or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of Developer's negligence or willful misconduct in the performance of this Agreement. DEVELOPER'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If DEVELOPER should subcontract all or any portion of the work to be performed under this Agreement, DEVELOPER shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

10. Insurance.
- a. Throughout the life of this Agreement, Developer or its assignee shall pay for and maintain in full force and effect all insurance as required in Exhibit C, which is incorporated into and part of this Agreement, with one or more insurance companies either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in Exhibit C shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.
 - b. If at any time during the life of the Agreement or any extension, Developer or any of its subcontractors fail to maintain any required insurance in full force and effect, all Services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Developer shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in

any way relieve Developer of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

- c. The fact that insurance is obtained by Developer shall not be deemed to release or diminish the liability of Developer, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Developer. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Developer, its principals, officers, agents, employees, or persons under the supervision of Developer, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

11. Conflict of Interest and Non-Solicitation.

- a. Prior to City's execution of this Agreement, Developer shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in Exhibit D. During the Term of this Agreement, the Developer shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Developer in such statement.
- b. Developer shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Developer shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Developer and the respective subcontractor(s) are in full compliance with all laws and regulations. Developer shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Developer shall immediately notify City of these facts in writing.
- c. In performing the work or Services to be provided hereunder, Developer shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
- d. Developer represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
- e. Developer and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Developer shall remain responsible for

complying with Section 13(a), above.

- f. If Developer should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Developer shall include the provisions of this Section 13 in each subcontract and require its subcontractors to comply therewith.
- g. This Section 13 shall survive expiration or termination of this Agreement.

12. Recycling Program. In the event Developer maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Developer at its sole cost and expense shall:

- a. Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- b. Immediately contact City's Solid Waste Management Division at (559) 621-1452 to schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- c. Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program referenced above and the ongoing maintenance thereof.

13. General Terms.

- a. Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his or her designee.
- b. Records of Developer's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three (3) years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Developer pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. If Developer should subcontract all or any portion of the services to be performed under this Agreement, Developer shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 16(b) shall survive expiration or termination of this Agreement.
- c. Prior to execution of this Agreement by City, Developer shall have provided evidence to City that Developer is licensed to perform the services called for by this Agreement (or that no license is required). If Developer should subcontract all or any portion of the work or services to be performed under this Agreement, Developer shall require each subcontractor to provide evidence to City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

14. Nondiscrimination. To the extent required by controlling federal, state and local law, Developer shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Developer agrees as follows:
- a. Developer will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
 - b. Developer will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Developer shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Developer's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
 - c. Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
 - d. Developer will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Developer's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. If Developer should subcontract all or any portion of the services to be performed under this Agreement, Developer shall cause each subcontractor to also comply with the requirements of this Section 15.
15. Independent Contractor.
- a. In the furnishing of the Services provided for herein, Developer is acting solely as an independent contractor. Neither Developer, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of City for any purpose. City shall have no right to control or supervise or

direct the manner or method by which Developer shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Developer is performing its obligations in accordance with the terms and conditions thereof.

- b. This Agreement does not evidence a partnership or joint venture between Developer and City. Developer shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Developer shall bear its own costs and expenses in pursuit thereof.
 - c. Because of its status as an independent contractor, Developer and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Developer shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Developer shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Developer's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Developer may be providing services to others unrelated to City or to this Agreement.
16. Notices. Any notice required or intended to be given to either Party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile or e-mail followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the Party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
17. Binding. Subject to Section 21, below, once this Agreement is signed by all Parties, it shall be binding upon, and shall inure to the benefit of, all Parties, and each Parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
18. Assignment.
- a. Promesa Commons is owned by Fresno 1101 Parkway, LP (the "LP"). Developer is the Administrative General Partner of the LP. Developer may assign its rights and obligations in this Agreement to the LP without City's consent. Developer shall provide written notice to City within ten days of assignment to the LP as contemplated herein, For the exception of Developer's assignment to the LP, neither Party shall assign its respective rights or obligations under this Agreement without the prior written approval of the other Party. Any attempted assignment by a Party, its successors or assigns, shall be null and void unless approved in writing by the other Party.
 - b. Subject to Section 19(a), Developer hereby agrees not to assign the payment of any monies due Developer from City under the terms of this Agreement to any other

individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Developer directly to Developer.

19. In providing the services required under this Agreement, Developer shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the Term of this Agreement.
20. Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
21. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
22. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
23. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
24. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either Party, but rather by construing the terms in accordance with their generally accepted meaning.
25. Attorney's Fees. If either Party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
26. Exhibits. Each exhibit and attachment referenced in this Agreement is, by reference, incorporated into and made a part of this Agreement.
27. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Agreement, shall be null and void.
28. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
29. No Third-Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

30. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Developer.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement at Fresno, California, the day, and year first above written.

CITY OF FRESNO,
A California municipal corporation

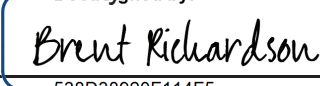
Housing Authority of the City of Fresno,
CA, a public body corporate and politic

By: _____
Georgeanne A. White Date
City Manager

DocuSigned by:

By: _____
3D9A161B6E0C418...
Michael Duarte
Chief Real Estate Officer

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

DocuSigned by:

By: _____ 6/19/2024
538038930E114E5
Brent Richardson Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

- Attachments:
- Exhibit A-Scope of Services
 - Exhibit B- Project Description and Schedule
 - Exhibit C- Insurance Requirements
 - Exhibit D- DISCLOSURE OF CONFLICT OF INTEREST
 - Exhibit E- Project Budget

Exhibit A – Scope of Services

SCOPE OF SERVICES **Encampment Resolution Funding Agreement between City of Fresno** **and Housing Authority of the City of Fresno** Permanent Affordable Housing for Encampment Resolution Fund (ERF) Individuals at Promesa Commons

Scope of Work

The DEVELOPER will select ERF individuals that have been in the Downtown encampment area and provide affordable housing. The downtown encampment area is an 8 by 15-block triangle bounded by Highway 99, Fresno Street, and Highway 41. The Encampment consists of a decentralized array of small homemade shanties or tents primarily on City sidewalks.

The DEVELOPER will utilize Homeless Management Information System (HMIS) and the Coordinated Entry System (CES) in place for Promesa Commons to identify individuals that are ERF eligible Individuals.

The affordable housing at Promesa Commons will select ERF individuals that are low Income ranging from 0% of the local Area Median Income (AMI) to 50% AMI. The DEVELOPER will prioritize two units for individuals that have been identified as ERF clients at Promesa Commons located at 1101 N. Parkway Drive, Fresno CA. The term of the Agreement for housing services is through June 30, 2027.

Use of ERF Funds. The Developer warrants, covenants and agrees that it shall request ERF Funds only for reimbursement of eligible construction costs incurred as identified in the itemized budget not more than Three Hundred Thousand Dollars 00/100 (\$300,000).

Leasing the ERF Units. Before leasing any ERF Units, The DEVELOPER or authorized property management shall submit its proposed form of lease agreement for the CITY's review and approval. The DEVELOPER or its authorized property manager covenants and agrees to utilize only leases that have been approved in advance by the CITY. The City Shall respond to the DEVELOPER's submission of a sample lease agreement within thirty (30) days. Should the City not respond within thirty (30) days of the lease agreement submittal, the DEVELOPER shall be authorized to use the submitted sample lease agreement. Additionally, the DEVELOPER shall require that any authorized property management shall not terminate the tenancy or to refuse to renew or lease with a tenant of the units assisted with ERF funds except for serious or repeated violations of the terms and conditions of the lease agreement, for non-payment of rent, for violation or applicable Federal, State, or Local Law, or for other good cause. Any such termination or refusal to renew must be preceded by not less than thirty (30) days written notice served by the DEVELOPER or its authorized management entity upon the tenant specifying the ground for such action.

- a) The Developer shall include in its Leases for the ERF Units, provision which authorizes the DEVELOPER or its authorized property management to immediately terminate the tenancy of any Household of which one or more of its members misrepresented and any fact material to the Household's qualification as Low Income. Each such lease agreement shall also provide that the Household is subject to annual certification and that if the Household's annual income increases above the application limits for low income, such Household's rent may be subject to increase to the Lesser of ;1) the amount payable by tenant under State or Local Law; or 2) thirty percent (30%) of the Household's actual adjusted monthly income or) as applicable by other funding sources or governing requirements.

Property Management. The DEVELOPER shall comply with the following:

- a) Management Responsibilities. The DEVELOPER directly and/or through its designated property management entity, is specifically responsible for all management functions with the respect to the Project and Property including, without limitation, the selection of tenants, certification and re-certification of household size and income, evictions, collection of rents and deposits, construction management, affirmative marketing, maintenance, landscaping, routine and extraordinary repairs replacement or

capital items and security, The CITY shall have no responsibility for such property management of the project.

Maintenance and Security. The DEVELOPER shall maintain the Project in good condition, in good repair and in decent, safe, sanitary, habitable, and tenantable living conditions for the benefit of the ERF-2-Assisted Unit occupants. The DEVELOPER shall not commit or permit any waste on or to the Project and shall prevent and/or rectify any physical deterioration of the Project. The DEVELOPER shall maintain the Units in conformance with all applicable federal, State, and local laws, ordinances, codes and regulations, the Property Management Plan, and this Agreement.

Participation in Homeless Management Information System (HMIS)

Health and Safety Code section 50220.7(b)(3) mandates that State funded programs agree to participate in the statewide HMIS. Health and Safety Code section 50220.6 details specifications related to the data elements to be provided to the statewide HDIS.

Record Retention and Reporting Requirements

The Service Provider must retain records in accordance 24 CFR Subpart F – Grant Administration, § 570.506, Records to be Maintained and § 570.507 Reporting.

Cal ICH requires recipients to report the uses of ERF-2 funding Quarterly and Annual bases. Reporting from the Service Provider to the City is mandatory to meet this requirement, as may be applicable.

Monitoring

The Service Provider must monitor any and all subawards to subrecipients in accordance with U.S Department of Housing and Urban Development (HUD) requirements. The Service Provider is further encouraged to use HUD CPD Monitoring Handbook - 6509.2 REV-7, CHG-1. In conducting their monitoring reviews.

The Service Provider acknowledges that the CITY is required to periodically monitor the Service Provider's delivery of the subject funding. The CITY will utilize the guidance in HUD CPD Monitoring Handbook - 6509.2 REV-7, CHG-1 as well as 24 CFR 570, 2 CFR 200 and this Agreement when conducting on-site and desk monitoring reviews.

EXHIBIT "B"

Project Description and Schedule

I. PROJECT DESCRIPTION

Promesa Commons will consist of a sixty-four (64) unit multifamily residential development of which two (2) units will be restricted to the ERF-2R agreement. Promesa Commons is an affordable housing development that represents adaptive re-use of a former motel and also new construction that includes both residential apartments and community room space and included on- and off-site improvements. Residential units consist of studios, one-, two- and three-bedroom units. The project site will offer on-site parking, dog park, play structure, bicycle racks, and landscaping and irrigation. Security for the site will be provided through a combination of walls and fences, and exterior lighting. The development will also be equipped with video surveillance cameras.

The project site is located at 1101 Parkway Drive, Fresno, CA 93728.

ERF-2-FUNDED FLOATING UNITS

| % of Median | Unit |
|---------------|-----------------|
| 50% or less | 2 (one-bedroom) |
| Totals | 2 |

The City will grant Three Hundred Thousand Dollars and 00/100 (\$300,000.00) to the development for eligible construction as outlined in the project budget Exhibit E – Project Budget. City ERF-2 funds shall be used to reimburse eligible construction cost and paid within 30 days of the reimbursement request.

II. PROJECT SCHEDULE

- A. Commencement of Rehabilitation/Construction: 6/14/24.
- B. Completion of Rehabilitation/Construction: 10/1/24.
- C. Commencement of Rent Up: 8/1/24.

Exhibit C Insurance Requirements

Coverage shall be at least as broad as:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:

- \$2,000,000 per occurrence for bodily injury and property damage
- \$2,000,000 per occurrence for personal and advertising injury
- \$4,000,000 aggregate for products and completed operations
- \$4,000,000 general aggregate applying separately to work performed under the Agreement

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYEE LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 diseased each employee.

(v) BUILDERS RISK (Course of Construction) insurance, obtained by the DEVELOPER or subcontractor in an amount equal to the completion value of the Project with no coinsurance penalty provisions. (Only required if the project includes new construction of a building; or renovation of, or addition to, an existing building.)

(vi) CONTRACTOR POLLUTION with coverage for bodily injury, property damage or pollution clean-up costs that could result from of pollution condition, both sudden and gradual. Including a discharge of pollutants brought to the work site, a release of pre-existing pollutants at the site, or other pollution conditions with limits of liability of not less than the following:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate per annual policy period

In the event the work involves any lead-based, mold or asbestos environmental hazard, either the Automobile Liability insurance policy or the Pollution Liability insurance policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by the DEVELOPER pursuant to the SLFRF Agreement.

In the event the work involves any lead-based environmental hazard (e.g., lead-based paint), the DEVELOPER's Pollution Liability insurance policy shall be endorsed to include coverage for lead based environmental hazards. In the event the DEVELOPER involves any asbestos environmental hazard (e.g., asbestos remediation), the DEVELOPER's Pollution Liability insurance policy shall be endorsed to include coverage for asbestos environmental hazards. In the event the SLFRF Agreement involves any mold environmental hazard (e.g., mold remediation), the Pollution Liability insurance policy shall be endorsed to include coverage for mold environmental hazards and “microbial matter including mold” within the definition of “Pollution” under the policy.

(vii) Professional Liability including both (Abuse & Molestation) & (Medical Malpractice) Insurances that insures against liability arising out of the bodily injury, personal injury, including mental anguish, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. The Abuse & Molestation coverage should protect against a wide range of potential claims, including but not limited to athletics, alcohol, assault, verbal and/or physical abuse, campus crime, sexual molestation and other sexual misconducts. The Medical Malpractice coverage should protect against any claims of medical negligence.

- (i) \$2,000,000 per claim/occurrence; and,
- (ii) \$4,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event DEVELOPER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

DEVELOPER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and DEVELOPER shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice has been given to the CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the DEVELOPER shall furnish the CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the CITY, the DEVELOPER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The General Liability, Pollution and Automobile Liability insurance policies shall be written on an occurrence form.

The General Liability, Automobile Liability and Pollution Liability insurance policies shall name the CITY, its officers, officials, agents, employees, and volunteers as an additional insured for ongoing and completed operations. All such policies of insurance shall be endorsed so the DEVELOPER's insurance shall be primary and no contribution shall be required of the CITY.

The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents, and volunteers.

If the DEVELOPER maintains higher limits of liability than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits of liability maintained by the DEVELOPER.

The Builders Risk (Course of Construction) insurance policy shall be endorsed to name the CITY as loss payee.

All insurance policies required including the Workers' Compensation insurance policy shall contain a waiver of subrogation as to the City, its officers, officials, agents, employees, and volunteers.

The DEVELOPER shall furnish the CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY's Risk Manager or his/her designee before work commences. Upon request of the CITY, the DEVELOPER shall immediately furnish the CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

In the event of a partial or total destruction by the perils insured against of any or all of the work and/or materials herein provided for at any time prior to the final completion of the Agreement and the final acceptance by the CITY of the work or materials to be performed or supplied thereunder, the DEVELOPER shall promptly reconstruct, repair, replace, or restore all work or materials so destroyed or injured at his/her sole cost and

expense. Nothing herein provided for shall in any way excuse the DEVELOPER or his/her insurance company from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of this Agreement.

If the Professional Liability (Abuse & Molestation, Medical Malpractice) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by DEVELOPER.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by DEVELOPER, DEVELOPER must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

SUBCONTRACTORS


If DEVELOPER subcontracts any or all of the services to be performed under this Agreement, DEVELOPER shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the CITY to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, DEVELOPER will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

EXHIBIT D DISCLOSURE OF CONFLICT OF INTEREST

| | | YES* | NO |
|---|--|--------------------------|--------------------------|
| 1 | Are you currently in litigation with the City of Fresno or any of its agents? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | Do you represent any firm, organization, or person who is in litigation with the City of Fresno? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | Do you currently represent or perform work for any clients who do business with the City of Fresno? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 | Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 | Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project? | <input type="checkbox"/> | <input type="checkbox"/> |
| * If the answer to any question is yes, please explain in full below. | | | |

Explanation: _____

Additional page(s) attached.

DocuSigned by:

 Signature 8D9A161B6E0C418...

6/19/2024
 Date

Michael Duarte
 (Name)

Chief Real Estate Officer
 (Company)

Housing Authority of the City of Fresno
 (Address)

.
 (City, State Zip)

EXHIBIT "E" PROJECT BUDGET

| | Total Development Costs | Residential Total | Funding Sources | | | | | | | |
|--|-------------------------|----------------------|---------------------|---------------------|-----------------------|---------------------|-------------------|------------------------|---------------------------------|-------------------|
| | | | City of Fresno HOME | Fresno HA (HRFC) | City of Fresno (SLRF) | Fresno HA HomeKey | Impact Fee Waiver | Deferred Developer Fee | US Bank Limited Partners Equity | ERF-2 Funds |
| Acquisition Costs: | \$ - | \$ - | | | | | | | | |
| Purchase Price | \$ 4,790,000 | \$ 4,790,000 | | | | \$ 4,790,000 | | | | |
| Liens | \$ - | \$ - | | | | | | | | |
| Closing, Title & Recording Costs | \$ - | \$ - | | | | | | | | |
| Extension Payment | \$ - | \$ - | | | | | | | | |
| Legal Acquisition | \$ 14,209 | \$ 14,209 | | | | | | | \$ 14,209 | |
| Other: Off-site Improvements | \$ 165,000 | \$ 165,000 | | | | | | | \$ 165,000 | |
| SUBTOTAL | \$ 4,969,209 | \$ 4,969,209 | \$ - | \$ - | \$ - | \$ 4,790,000 | \$ - | \$ - | \$ 179,209 | |
| Construction | | | | | | | | | | |
| Construction Contract | \$ 21,389,949 | \$ 21,389,949 | \$ 2,700,000 | \$ 4,425,000 | \$ 2,500,000 | | | | \$ 11,464,949 | \$ 300,000 |
| Bond Premium | \$ - | \$ - | | | | | | | | |
| Infrastructure Improvements | \$ - | \$ - | | | | | | | | |
| Hazardous Abate. & Monitoring | \$ - | \$ - | | | | | | | | |
| Construction Contingency | \$ 2,242,466 | \$ 2,242,466 | | | | | | | \$ 2,242,466 | |
| Sales Taxes | \$ - | \$ - | | | | | | | | |
| Other Construction Cost: | \$ - | \$ - | | | | | | | | |
| Other Construction Cost: | \$ - | \$ - | | | | | | | | |
| SUBTOTAL | \$ 23,632,415 | \$ 23,632,415 | \$ 2,700,000 | \$ 4,425,000 | \$ 2,500,000 | \$ - | \$ - | \$ - | \$ 13,707,415 | \$ 300,000 |
| Development | | | | | | | | | | |
| Appraisal | \$ 4,000 | \$ 4,000 | | | | | | | \$ 4,000 | |
| Architect/Engineer | \$ 546,500 | \$ 546,500 | | | | | | | \$ 546,500 | |
| HK- Admin | \$ 75,000 | \$ 75,000 | | | | \$ 75,000 | | | | |
| HK-Architectural | \$ 30,000 | \$ 30,000 | | | | \$ 30,000 | | | | |
| HK- Legal | \$ 75,301 | \$ 75,301 | | | | \$ 75,301 | | | | |
| HK - Construction | \$ 888,478 | \$ 888,478 | | | | \$ 888,478 | | | | |
| Environmental Assessment | \$ 61,500 | \$ 61,500 | | | | | | | \$ 61,500 | |
| Geotechnical Study | \$ - | \$ - | | | | | | | | |
| Boundary & Topographic Survey | \$ - | \$ - | | | | | | | | |
| Legal | \$ 242,500 | \$ 242,500 | | | | | | | \$ 242,500 | |
| Developer Fee | \$ 2,200,000 | \$ 2,200,000 | | | | | | \$ 1,100,000 | \$ 1,100,000 | |
| Project Management | \$ - | \$ - | | | | | | | | |
| Technical Assistance | \$ - | \$ - | | | | | | | | |
| Other: Market Study | \$ 4,000 | \$ 4,000 | | | | | | | \$ 4,000 | |
| Other Consultants: Syndication Consult | \$ 82,500 | \$ 82,500 | | | | | | | \$ 82,500 | |
| Other: Prevailing Wage Monitor | \$ 100,000 | \$ 100,000 | | | | | | | \$ 100,000 | |
| Other: HomeKey Fee | \$ - | \$ - | | | | | | | | |
| Other: Soft Cost Contingency | \$ 250,000 | \$ 250,000 | | | | | | | \$ 250,000 | |
| SUBTOTAL | \$ 4,559,779 | \$ 4,559,779 | \$ - | \$ - | \$ - | \$ 1,068,779 | \$ - | \$ 1,100,000 | \$ 2,391,000 | |
| Other Development | | | | | | | | | | |
| Real Estate Tax | \$ 42,350 | \$ 42,350 | | | | | | | \$ 42,350 | |
| Insurance | \$ 44,804 | \$ 44,804 | | | | | | | \$ 44,804 | |
| Relocation | \$ 200,000 | \$ 200,000 | | | | | | | \$ 200,000 | |
| Title/ Recording/ Escrow (construction & | \$ 50,000 | \$ 50,000 | | | | | | | \$ 50,000 | |
| Permits, Fees & Hookups | \$ 80,000 | \$ 80,000 | | | | | | | \$ 80,000 | |
| Impact/Mitigation Fees | \$ 242,140 | \$ 242,140 | | | | | | | \$ 242,140 | |
| Impact Fee Waiver | \$ 248,428 | \$ 248,428 | | | | | \$ 248,428 | | | |
| Development Period Utilities | \$ 350,000 | \$ 350,000 | | | | | | | \$ 350,000 | |
| Construction Loan Fees | \$ 243,744 | \$ 243,744 | | | | | | | \$ 243,744 | |
| Construction Interest | \$ 1,021,469 | \$ 1,021,469 | | | | | | | \$ 1,021,469 | |
| Other Loan Fees (State HF, etc.) | \$ 30,000 | \$ 30,000 | | | | | | | \$ 30,000 | |
| LIHTC Fees | \$ 130,434 | \$ 130,434 | | | | | | | \$ 130,434 | |
| Accounting/Audit | \$ 25,000 | \$ 25,000 | | | | | | | \$ 25,000 | |
| High Speed Internet Construction | \$ 95,000 | \$ 95,000 | | | | | | | \$ 95,000 | |
| Furnishings | \$ 195,000 | \$ 195,000 | | | | | | | \$ 195,000 | |
| Marketing/Leasing Expenses | \$ 45,000 | \$ 45,000 | | | | | | | \$ 45,000 | |
| Carrying Costs at Rent Up | \$ - | \$ - | | | | | | | | |
| Operating Reserves | \$ 218,032 | \$ 218,032 | | | | | | | \$ 218,032 | |
| Replacement Reserves: | \$ - | \$ - | | | | | | | | |
| SUBTOTAL | \$ 3,261,401 | \$ 3,261,401 | | | \$ - | \$ - | \$ 248,428 | \$ - | \$ 3,012,973 | |
| Total Development Costs | \$ 36,422,804 | \$ 36,422,804 | \$ 2,700,000 | \$ 4,425,000 | \$ 2,500,000 | \$ 5,858,779 | \$ 248,428 | \$ 1,100,000 | \$ 19,290,597 | \$ 300,000 |

RESOLUTION NO. 4215
BEFORE THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS, THE ADMISSION OF CERTAIN PARTNERS TO FRESNO 1101 PARKWAY, LP (“PARTNERSHIP”) AND THE EXECUTION OF SUCH DOCUMENTS TO IMPLEMENT PROJECT FINANCING BY THE HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA ON ITS OWN BEHALF AND IN ITS CAPACITY AS THE MANAGER AND SOLE MEMBER OF FRESNO 1101 PARKWAY AGP, LLC, THE ADMINISTRATIVE GENERAL PARTNER OF THE PARTNERSHIP, IN CONNECTION WITH THE FINANCING, DEVELOPMENT AND OPERATION OF THE SUN LODGE PROJECT, AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the Housing Authority of the City of Fresno, California (the “**Authority**” or “**HACF**”) seeks to expand the development and availability of long-term housing for low income persons residing in the City of Fresno, California; and

WHEREAS, the Authority is authorized, among other things, to enter into partnership and operating agreements and to make loans to partnerships to finance, plan, undertake, construct, acquire and operate housing projects; and

WHEREAS, the Authority has agreed to facilitate the acquisition, rehabilitation and construction of approximately 2.57 acres located at 1101 North Parkway Drive, Fresno, California 93728 (APN 449-270-41) and related improvements thereon (collectively, the “**Property**”), for the purposes of the development, rehabilitation and construction of a sixty-four (64) unit affordable housing project consisting of (i) sixty-three (63) low-income housing tax credit units (“**LIHTC Units**”), and (ii) one (1) manager’s unit (collectively, the “**Project**”); and

WHEREAS, the Authority has entered into an Operating Agreement dated as of September 24, 2021, pursuant to which the Authority is the manager and sole member of Fresno 1101 Parkway AGP, LLC, a California limited liability company (the “**Administrative General Partner**”), and the Authority filed Articles of Organization with the California Secretary of State on September 7, 2021; and

WHEREAS, the Administrative General Partner, together with Silvercrest, Inc., entered into an Agreement of Limited Partnership dated as of September 24, 2021, pursuant to which the Administrative General Partner is the “**Administrative GP**” and Silvercrest, Inc. is the “**Managing GP**” (collectively the “**General Partners**”), and Silvercrest, Inc. is the “**Limited Partner**” of Fresno 1101 Parkway, LP, a California limited partnership (the “**Partnership**”), and also filed a Certificate of Limited Partnership with the California Secretary of State on September 9, 2021; and

WHEREAS, the Administrative General Partner, Silvercrest, Inc., as managing general partner

(the “**Managing General Partner**”) and withdrawing limited partner, and U.S. Bancorp Community Development Corporation, a Minnesota corporation (“**USBCDC**”), as substitute limited partner, and U.S. Bank National Association, a national banking association, as state credit partner (in such capacity, “**USBNA**”; USBCDC and USBNA together, the “**Investor Limited Partner**”) will enter into an Amended and Restated Agreement of Limited Partnership of Fresno 1101 Parkway, LP; and

WHEREAS, Silvercrest, Inc. intends to sell the Property to the Partnership and the Partnership intends to acquire the Property and develop the Project; and

WHEREAS, the U.S. Department of Housing and Urban Development (“**HUD**”) has authorized the Authority’s participation in its Section 8 Project-Based Rental Assistance Program, and therefore in accordance with the HUD program requirements, the Project will be subject to certain long-term affordability restrictions imposed by HUD which shall be superior to all other financing documents; and

WHEREAS, the Partnership has requested the Authority to make available funds to assist with the financial closing of the Project through the temporary deferral of payment of developer fees payable to the Authority by the Partnership (the “**Developer Fee**”) in an approximate amount of \$1,100,000); and

WHEREAS, the State of California through the Department of Housing and Community Development (“**HCD**”) has awarded grant funds to HACF through the Homekey Program pursuant to a Standard Agreement (the “**Homekey Standard Agreement**”) dated February 24, 2020, in the amount of \$5,858,779.00 (the “**Homekey Funds**”), which Homekey Funds were disbursed by HCD to HACF pursuant to the terms of the Homekey Standard Agreement and applied to acquisition and soft costs of the Project; and

WHEREAS, HACF, as recipient under the Homekey Standard Agreement is empowered to loan the Homekey Funds in the form of a construction and permanent loan to the Partnership (the “**HACF (Homekey) Loan**”); and

WHEREAS, the Partnership will finance the cost of acquiring and constructing the Project with numerous sources of funds, projected to include an estimated equity investment of \$19,376,224 from the Investor Limited Partner eligible to benefit from federal low-income housing tax credits allocated to the Project under Section 42 of the Internal Revenue Code; a construction loan from U.S. Bank National Association, a national banking association (“**U.S. Bank**”) in the approximate amount of \$17,374,380 (the “**U.S. Bank Construction Loan**”); construction and permanent financing from the Housing Relinquished Fund Corporation (“**HRFC**”) in the anticipated amount of up to \$7,000,000 (the “**HRFC Loan**”); construction and/or permanent financing from the City of Fresno (the “**City**”) through one or more loans, including but not limited to (i) a loan not to exceed \$2,700,000 (the “**City HOME Loan**”) and (ii) a loan not to exceed \$2,500,000 (the “**City Loan**”); and the \$5,858,779 HACF (Homekey) Loan; and

WHEREAS, the Authority intends to act as a lender of the HACF (Homekey) Loan, the developer of the Project, the sole member and manager of the Administrative General Partner and guarantor

of certain obligations connected with the Project; and

WHEREAS, the Authority wishes to ratify and confirm all actions of the Authority and its officers prior to the date hereof and consistent with the terms of this resolution and to authorize such actions subsequent to the date hereof; and

WHEREAS, the Authority is authorized to delegate to one or more of its agents and employees such powers as it deems proper;

NOW, THEREFORE, BE IT RESOLVED:

1. **Development Services.** The Chief Executive Officer, Tyrone Roderick Williams, the Chief Real Estate Officer, Michael Duarte, and the Chief Business Officer, Emily De La Guerra, or their respective designees (each, an “**Authorized Officer**” and, collectively, the “**Authorized Officers**”), and each of them acting alone, are authorized and directed to enter into a Development Agreement with the Partnership and to execute such other documents and take such other actions as necessary to fulfill the Authority’s intended functions as developer of the Project (including any subcontracts with respect thereto).
2. **General Partner Function.** The Authorized Officers, and each of them acting alone, are authorized and directed to cause the Authority, in its capacity as manager of the Administrative General Partner, to take all actions and execute all documents necessary for the Administrative General Partner to carry out its function as administrative general partner of the Partnership, including without limitation by execution of the Amended and Restated Agreement of Limited Partnership of the Partnership and any amendment thereto in furtherance of such admissions; provided further, that in such capacity, the Authority is authorized and directed to cause the Administrative General Partner to approve the admission of the Investor Limited Partner to the Partnership.
3. **Approval of Partnership Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “Partnership Documents” (the “**Partnership Documents**”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Partnership Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner any further changes to the draft Partnership Documents, including material changes, and such Authorized Officer’s signature on the final Partnership Documents shall be construed as the Authority’s approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner or as the manager of the Administrative General Partner of the Partnership to carry out the transactions contemplated by the Partnership Documents.

4. **Approval of the Making of the HACF Homekey Loan.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “HACF (Homekey) Loan Documents” (the “**HACF (Homekey) Loan Documents**”) to be executed by the Partnership and the Authority to effectuate the HACF (Homekey) Loan, which HACF (Homekey) Loan Documents are on file with the Authority's Secretary, and pursuant to which the Partnership will borrow the HACF (Homekey) Loan from the Authority. The making of the HACF (Homekey) Loan in the approximate amount of \$5,858,779 is hereby authorized and the Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority, the HACF (Homekey) Loan Documents substantially in the form on file with the Authority; provided however, any Authorized Officer may approve on the Authority's behalf, any further changes to the draft HACF (Homekey) Loan Documents, including material changes, and the final amount to be loaned, and such Authorized Officer's signature on the final HACF (Homekey) Loan Documents shall be construed as the Authority's approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority, any other documents reasonably required to be executed by the Authority, to carry out the transactions contemplated by the HACF (Homekey) Loan Documents. Each Authorized Officer, and each of them acting alone, is authorized to decrease the principal amount of the HACF (Homekey) Loan by any amount, or to increase the principal amount of the HACF (Homekey) Loan by an amount up to 10% more than the principal amount stated in this resolution. The source of funds for any such increase shall be any funds available to the Authority.

5. **Approval of HUD Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “HUD Documents” (the “**HUD Documents**”) in connection with the Partnership and the Project, which documents are on file with the Authority's Secretary. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner to execute and deliver the HUD Documents pursuant to which the Partnership will be provided a subsidy funded with money received from HUD pursuant to a Project-Based Section 8 Housing Assistance Payments Contract; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner any further changes to the draft HUD Documents, including material changes, and such Authorized Officer's signature on the final HUD Documents shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the HUD Documents.

6. **Approval of Deferred Developer Fee.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the sole member and manager of the Administrative General Partner to temporarily defer the payment of a portion of the Developer Fee of an amount of approximately \$1,100,000 as necessary or desirable to provide sufficient funds for the Project.

7. **Approval of Loan Assembly Activities.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as manager of the

Administrative General Partner to execute, deliver and/or file (or cause to be delivered and/or filed) all documents deemed necessary or appropriate to assemble the Project's financing, including without limitation, construction, permanent and third party loan applications, tax credit applications, and any and all other documents reasonably required to (i) cause the Investor Limited Partner to make capital contribution(s) to the Partnership, and (ii) borrow sufficient funds to support the Project.

8. **Loan of Funds.** The Authorized Officers, and each of them acting alone, on behalf of the Authority in its capacity as the manager of the Administrative General Partner, are authorized to take such actions and execute such documents as necessary to cause the Partnership to borrow funds from U.S. Bank, HRFC, the City and the Authority in an aggregate approximate amount of up to \$36,814,658. Each Authorized Officer, and each of them acting alone, is authorized to decrease the principal amount of any loan by any amount, or to increase the principal amount of any loan by an amount up to 10% more than the maximum aggregate principal amount for the loans stated in this resolution. The source of funds for any such increase shall be funds available to the Authority and/or the Partnership or such other funds that may become available to the Authority and/or the Partnership for the Project. The Board directs the Executive Director to report to the Board if the total amount borrowed by the Partnership for the Project exceeds the aggregate maximum principal amount stated in this resolution for all loans to the Partnership.

9. **Approval of Guarantees.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf, to execute and perform under such guarantees as are deemed necessary or appropriate to the financing of the Project, including without limitation, with respect to the Partnership Documents and the U.S. Bank Construction Loan Documents.

10. **Approval of U.S. Bank Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "U.S. Bank Construction Loan Documents" (the "**U.S. Bank Construction Loan Documents**") in connection with the Partnership and the Project, which documents are on file with the Authority's Secretary, and pursuant to which the Partnership will borrow a construction loan in the approximate amount not to exceed \$17,374,380. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the U.S. Bank Construction Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the U.S. Bank Construction Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner, any further changes to the draft U.S. Bank Construction Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer's signature on the final U.S. Bank Construction Loan Documents shall be construed as the Authority's approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the

Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the U.S. Bank Construction Loan Documents.

11. **Approval of HRFC Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “HRFC Loan Documents” (the “**HRFC Loan Documents**”) in connection with the Partnership and the Project, and pursuant to which the Partnership will borrow a loan in the approximate amount not to exceed \$7,000,000 from HRFC for construction and permanent financing, which loan may be reduced to approximately \$4,500,000 upon the closing of the City Loan, and provided further that HRFC Loan is contingent on the City’s authorization and approval of the City Loan. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the HRFC Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the HRFC Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner, any further changes to the draft HRFC Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer’s signature on the final HRFC Loan Documents shall be construed as the Authority’s approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the HRFC Loan Documents.

12. **Approval of HACF (Homekey) Loan Documents.** The Authority has been presented with drafts of the HACF (Homekey) Loan Documents in connection with the Partnership and the Project, and pursuant to which the Partnership will borrow a loan in the approximate amount not to exceed \$5,858,779 from HACF for construction and permanent financing. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the HACF (Homekey) Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the HACF (Homekey) Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner, any further changes to the draft HACF (Homekey) Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer’s signature on the final HACF (Homekey) Loan Documents shall be construed as the Authority’s approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General

Partner, or the Partnership to carry out the transactions contemplated by the HACF (Homekey) Loan Documents.

13. **Approval of City HOME Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “City HOME Loan Documents” (the “**City HOME Loan Documents**”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary, and pursuant to which the Partnership will borrow a loan in the approximate aggregate amount of \$2,700,000 from the City for construction and permanent financing. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the City HOME Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the City HOME Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner any further changes to the draft City HOME Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer’s signature on the final City HOME Loan Documents shall be construed as the Authority’s approval of such changes and final loan amounts. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the City HOME Loan Documents.

14. **Approval of the Project Transfer and Acquisition Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “Acquisition Documents” (the “**Acquisition Documents**”) in connection with the purchase and development of certain land owned by Silvercrest, Inc. which will be conveyed to the Partnership on which the Project is to be built, which documents are on file with the Authority’s Secretary, and pursuant to which the Partnership will acquire the Property for a purchase price not to exceed \$4,790,000 at closing (less any previous deposits into escrow). The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Acquisition Documents and to purchase and take such other actions as they deem necessary or desirable for the Partnership to acquire and develop the Property; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner any further changes to the draft Acquisition Documents, including material changes, and such Authorized Officer’s signature on the final Acquisition Documents shall be construed as the Authority’s approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Acquisition Documents.

15. **Approval of City Loan and Other Potential Changes to Project.** The Authority is pursuing additional construction and/or permanent funding sources to finance the Project, including but not limited to the City Loan in the amount of up to \$2,500,000 from the City. With respect to the City Loan or any such additional funding, if procured, the Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to implement the City Loan or any other additional funding sources.

16. **Approval of the Management Agent and Management Agent Documents.** The Authority, as the management agent, is approved to manage the Project. The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “Management Agent Documents” (the “**Management Agent Documents**”) in connection with the management of the Project. The Authorized Officers, and each of them acting alone, are authorized and directed to approve and to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Management Agent Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner, any further changes to the draft Management Agent Documents, including material changes, and such Authorized Officer’s signature on the final Management Agent Documents shall be construed as the Authority’s approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Management Agent Documents.

17. **Assignments.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, to execute and deliver one or more instruments (i) causing the Partnership to assume the Authority’s rights under the construction contract, the architects’ contracts, and other consultant and development contracts, as such rights pertain to the acquisition and construction of the Project, to the extent required by the Investor Limited Partner, and (ii) assigning to lenders and others the Partnership’s interests in such contracts as may be required as a condition of the Project’s financing, and (iii) to effectuate the assignment and assumption of any existing Acquisition Documents, U.S. Bank Construction Loan Documents, HRFC Loan Documents, the City HOME Loan Documents and HACF (Homekey) Loan Documents.

18. **Execution of Documents.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner, to execute, deliver and/or file (or cause to be delivered and/or filed) any affidavits, certificates, letters, government forms, documents, agreements and instruments that any such Authorized Officer determines to be necessary or desirable: (i) to give effect to this resolution; (ii) to consummate the transactions contemplated herein; and/or (iii) to further the acquisition, rehabilitation, development, financing, construction, leasing and management of the Project. Without limiting the scope of such authorization, such documents include declarations of

restrictive covenants, regulatory agreements, various deeds, leases, notes, loan agreements, deeds of trust, guaranties and indemnities and collateral assignments related to the Project's financing. Such documents may also include, without limitation, lease-up and marketing agreements, partnership management services agreements, development agreements, construction guaranty agreements, repayment guarantees, cash pledge agreements, environmental indemnity agreements, property management agreements, architect agreements, contractor agreements, housing assistance payment contracts, irrevocable consents, confessions of judgment and appointments of attorneys for service of process.

19. **Expenditures.** The Authority is authorized to expend such funds (and to cause the Partnership and the Administrative General Partner to expend such funds) as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the Project or actions authorized by this resolution.

20. **Acting Officers Authorized.** Any action required by this resolution to be taken by the Chair of the Board or Executive Director of the Authority may, in the absence of such person, be taken by the duly authorized acting Chair of the Board or acting Executive Director of the Authority, respectively or by the designee of the Chair of the Board or Executive Director.

21. **Execution of Obligations.** The Board directs the Authority's Executive Director to cause the Authority to fulfill the Authority's duties and obligations under the various agreements authorized.

22. **Ratification and Confirmation.** All actions of the Authority and its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed, including, but not limited to, the formation of the Partnership and the Administrative General Partner, and the filing of finance applications related to the Project's financing and the prior execution of any Project documents listed on Exhibit A or otherwise required herein.

23. **Effective Date.** This resolution shall be in full force and effect from and after its adoption and approval.

PASSED AND ADOPTED THIS 31ST DAY OF MAY, 2022. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES: Commissioners Jones, Vaillancourt, Williams, Yanez, and Kelley.
NOES: None.
ABSENT: Commissioner Christensen.
ABSTAIN: None.



Adrian Jones, Chair of the Board of Commissioners

CERTIFICATE

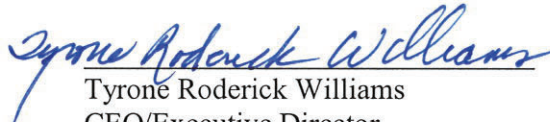
I, the undersigned, the duly appointed CEO/Executive Director of the Housing Authority of the City of Fresno, California (the “**Authority**”), as keeper of the records of the Authority, CERTIFY:

1. That the attached Resolution No. 4215 (the “**Resolution**”) is a true and correct copy of the resolution of the Board of Commissioners of the Authority, as adopted at a meeting of the Authority held on the 31st day of May, 2022, and duly recorded in the minute books of the Authority.

2. That such meeting was duly convened and held in all respects in accordance with law, and, to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a majority of the members of the Board of Commissioners of the Authority present at the meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 31 day of May, 2022.

**HOUSING AUTHORITY OF THE CITY OF
FRESNO, CALIFORNIA**



Tyrone Roderick Williams
CEO/Executive Director

**EXHIBIT A
PROJECT DOCUMENTS**

Partnership Documents

- (a) Amended and Restated Agreement of Limited Partnership of Fresno 1101 Parkway, LP and all exhibits attached thereto which require execution, including but not limited to the:
 - 1. Development Services Agreement;
 - 2. Guaranty;
 - 3. Partnership Management Agreement; and
 - 4. Joint Marketing Agreement.

HUD Documents

- (b) PBV Agreement To Enter Into Housing Assistance Payments Contract by the Authority and the Partnership;
- (c) PBV Housing Assistance Payments Contract New Construction of Rehabilitation by the Authority and the Partnership; and

U.S. Bank Construction Loan Documents

- (d) Construction Loan Promissory Note executed by the Partnership in favor of U.S. Bank;
- (e) Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed by the Partnership as trustor, to Fidelity National Title Company for the benefit of U.S. Bank;
- (f) Construction Loan Agreement executed by the Partnership and U.S. Bank;
- (g) Completion Guaranty Agreement executed by the Authority, in its capacity as guarantor, in favor of U.S. Bank;
- (h) Payment Guaranty executed by the Authority, in its capacity as guarantor, in favor of U.S. Bank;
- (i) Assignment of Partnership Interests, Capital Contributions and Credits executed by the Partnership, the Administrative General Partner and the Managing General Partner in favor of U.S. Bank;
- (j) Environmental Indemnification Agreement executed by the Partnership, the Authority, in its capacity as guarantor, and U.S. Bank;
- (k) Assignment of Agreement to Enter Into Housing Assistance Payments Contract executed by the Partnership and U.S. Bank;

- (l) Consent to Assignment of AHAP Contract as Security for Financing executed by the Authority, and agreed to by Partnership;
- (m) Assignment of Construction and Development Documents executed by the Partnership in favor of U.S. Bank, with attached consents executed by R.L. Davidson, Inc., as architect, and Zumwalt Construction, as general contractor;
- (n) Assignment of Property Manager Agreement executed by the Partnership and the Authority, with attached consents executed by Authority, in its capacity as manager;
- (o) Assignment of Development Services Agreement and Developer Fee Subordination Agreement executed by the Housing Authority of the City of Fresno, in its capacity as developer, the Partnership and U.S. Bank;
- (p) California Judicial Reference Agreement executed by the Partnership, the Administrative General Partner, the Managing General Partner, the Authority and U.S. Bank;
- (q) Partnership Borrowing Authorization by the Administrative General Partner and the Managing General Partner;
- (r) Subordination Agreement (HRFC Loan) by and among the Partnership, HRFC and U.S. Bank;
- (s) Subordination Agreement (City of Fresno – Home Program Loan) executed by the Partnership, the City and U.S. Bank;
- (t) Subordination Agreement (Housing Authority) executed by the Partnership, the Authority and U.S. Bank;
- (u) Subordination Agreement (ROFR) executed by the Partnership, the Managing General Partner and U.S. Bank; and

HRFC Loan Documents

- (v) HRFC Loan Mortgage Note (Sun Lodge) by the Partnership in favor of HRFC;
- (w) HRFC Loan Construction Deed of Trust, Security Agreement and Financing Statement (Sun Lodge - HRFC Loan) by the Partnership in favor of HRFC;
- (x) Sun Lodge HRFC Loan-Assignment of Leases and Rents by the Partnership in favor of HRFC;
- (y) Sun Lodge HRFC Loan Agreement between the Partnership and HRFC;
- (z) Subordination Agreement (ROFR) by the Partnership, the Managing General Partner and HRFC; and

HACF (Homekey) Loan Documents

- (aa) HACF Homekey Loan Mortgage Note (Sun Lodge) by the Partnership in favor of the Authority;
- (bb) HACF Homekey Loan Construction Deed of Trust, Security Agreement and Financing Statement (Sun Lodge - HACF Homekey Loan) by the Partnership in favor of the Authority;
- (cc) Sun Lodge HACF Homekey Loan-Assignment of Leases and Rents by the Partnership in favor of the Authority;
- (dd) Sun Lodge HACF Homekey Loan Agreement between the Partnership and the Authority;
- (ee) Declaration of Restrictive Covenants for the Development and Operation of Affordable Housing by the Partnership to the Authority;
- (ff) Subordination Agreement (ROFR) by the Partnership, the Managing General Partner and the Authority; and

City HOME Loan Documents

- (gg) City of Fresno HOME Investment Partnerships Program Agreement by and between the Partnership and the City;
- (hh) Declaration of Restrictions by the Partnership in favor of the City;
- (ii) Promissory Note by the Partnership in favor of the City;
- (jj) Deed of Trust Assignment of Rents by the Partnership in favor of the City;
- (kk) Subordination Agreement (ROFR) by the Partnership, the Managing General Partner, and the City; and

Acquisition Documents

- (ll) Grant Deed by Silvercrest, Inc. in favor of Partnership;
- (mm) Release of Declaration of Restrictive Covenants for the Development and Operation of Affordable Housing by Silvercrest, Inc. and acknowledged by the Authority; and

Management Agent Documents

- (nn) Amended and Restated Property Management Agreement between the Partnership and the Authority;
- (oo) Addendum to Management Agreement between the Partnership and the Authority; and

Miscellaneous Documents

- (pp) Amended and Restated Parking License Agreement between Silvercrest, Inc., as licensor, and Denny's, Inc., as licensee;
- (qq) Subordination and Intercreditor Agreement (HACF, HRFC, City HOME Loans) by and among the Partnership, the Authority, HRFC and the City; and
- (rr) Such other documents as are reasonably necessary and appropriate to consummate the financing of the Project.