

IN THE BOARD OF COMMISSIONERS OF THE
HOMES FOR GOOD HOUSING AGENCY, OF LANE COUNTY OREGON

ORDER 24-22-05-02H

In the Matter of Authorizing the Financing
and Development of Ollie Court located at
1520 W. 13th Ave in Eugene, Oregon.

WHEREAS, Housing Authority and Community Services Agency of Lane County doing business as Homes for Good Housing Agency (the "**Authority**") is a public body corporate and politic, exercising public and essential governmental functions, and having all the powers necessary or convenient to carry out and effectuate the purposes of the ORS 456.055 to 456.235 (the "Housing Authorities Law"); and

WHEREAS, a purpose of the Authority under the Housing Authorities Law is to construct, acquire, manage and operate affordable housing for persons of lower income; and

WHEREAS, the Authority is authorized by ORS 456.120 to form, finance, and have a nonstock interest in, and to manage or operate, partnerships, nonprofit corporations and limited liability companies in order to further the purposes of the Authority; and

WHEREAS, the Authority, has rights under that Tentative property award letter dated as of February 23, 2023 to purchase certain real property currently located at about 1520 13th Avenue in Eugene, Oregon (the "**Property**"); and

WHEREAS, consistent with its purposes and powers, the Authority intends to cause an affiliate entity to acquire, develop, and operate Ollie Court, an 81-unit multifamily housing project. (the "**Project**"); and

WHEREAS, by prior Order 22-26-10-03H, to further the Project, the Authority was authorized to apply for City of Eugene HOME Funds; and

WHEREAS, by prior Order 23-22-02-03H, to further the Project, the Authority was authorized to apply for Oregon Housing and Community Services Funds; and

WHEREAS, by prior Order 23-28-06-02H, to further the Project, the Authority was authorized to execute a contract for architectural services with PIVOT Architecture; and

WHEREAS, pursuant to prior Order 24-28-02-02H, as supplemented, to further the Project, the Authority formed Ollie Court Homes for Good Limited Partnership, an Oregon limited partnership, to be the owner of the Project (the "**Partnership**") and Ollie Court HFG GP LLC, an Oregon limited liability company, to be the general partner of the Partnership (the "**GP**"), in which the Authority is the manager and sole member of the GP and the initial limited partner of the Partnership; and

WHEREAS, pursuant to prior Order 24-7-03-01H, to further the Project, the Authority was authorized to execute a grant agreement for Oregon Lottery Bond Funds from the Oregon Department of Administrative Services (“**DAS**”) in the amount of \$4,900,000 (the “**Lottery Bond Funds**”), and the Authority intends to loan the proceeds of the Lottery Bond Funds to the Partnership through a sponsor loan (the “**Sponsor Loan 1**”); and

WHEREAS, the Authority, in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project to obtain certain tax credit investments in the Partnership (the “**LP Investment**”) from U.S. Bancorp Community Development Corporation, a Minnesota corporation, and/or its successors or assigns (“**USBCDC**”) and to admit USBCDC as limited partner of the Partnership; and

WHEREAS, upon the admission of USBCDC as a limited partner of the Partnership, the Authority desires to withdraw as the initial limited partner of the Partnership; and

WHEREAS, as part of the LP Investment, USBCDC requires that the current Agreement of Limited Partnership of the Partnership be amended and restated in its entirety to reflect the terms of the LP Investment (the “**Amended Partnership Agreement**”); and

WHEREAS, as part of the LP Investment, USBCDC requires that the Authority (in its individual capacity and as the manager of the GP) and the Partnership enter into various documents relating to the development and/or operation of the Project (the “**Investor Documents**”), including those documents that are exhibits to the Amended Partnership Agreement; and

WHEREAS, (1) as part of the LP Investment, USBCDC requires that the Authority, in its individual capacity, guaranty certain obligations of the Partnership, including, without limitation, completion of the Project, operating deficits, development fees and credit adjusters, all as set forth in and pursuant to the Amended Partnership Agreement and the form of Guaranty Agreement attached as Exhibit D to Amended Partnership Agreement and (2) in connection with the Construction Loan and the Bond Loan, U.S. Bank and Citibank (both as defined below) require that the Authority, in its individually capacity, guaranty certain obligations of the Partnership (collectively, the “**Guaranty Obligations**”); and

WHEREAS, the Authority, in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project to take all actions reasonably necessary to facilitate the LP Investment in the Partnership by USBCDC by entering into all reasonably necessary agreements with USBCDC and the Partnership, on its own account and as general partner of the Partnership, to enter into all reasonably necessary agreements with USBCDC and the Partnership, and by taking such further actions as are reasonably necessary to facilitate the LP Investment in the Partnership by USBCDC; and

WHEREAS, The State of Oregon, acting by and through its State Treasurer and its Housing and Community Services Department (collectively the “**Governmental Lender**”) has approved or will approve the issuance of tax-exempt multifamily housing revenue bonds (the “**Bond Issuance**”) in the approximate amount of \$25,250,000 and not to exceed \$30,000,000 (the “**Bonds**”) to finance the Project; and the Authority, in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP,

the Partnership, and the Project for the Partnership, the GP, and the Authority, as applicable, to enter into such documents that are necessary for the Bond Issuance (the “**Bond Documents**”);

WHEREAS, the Authority, in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project for the Partnership, the GP, and the Authority, as applicable, to enter into such documents (the “**USB Loan Documents**”) to obtain a construction loan from U.S. Bank National Association, a national banking association (“**U.S. Bank**”), in the approximate amount of \$25,250,000 and not to exceed \$30,000,000 for the purpose of constructing and developing the Project (“**Construction Loan**”),

WHEREAS, the Authority, in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project for the Partnership, the GP, and the Authority, as applicable, to enter into such documents (the “**Bond Loan Documents**”) to obtain certain tax-exempt and taxable loans from Citibank, N.A., a national banking association (“**Citibank**”), in the approximate amount of \$28,000,000 and not to exceed \$30,000,000 (the “**Bond Loan**”); and

WHEREAS, the Authority, in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project to authorize the execution and delivery of certain documents pursuant to which the Project will be allocated 4% low-income housing tax credits annually for a period of 10 years (the “**LIHTC Credits**”), to be issued by Oregon Housing and Community Services (“**OHCS**”); and

WHEREAS, the Authority, in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project to authorize the execution and delivery of certain documents pursuant to which the Project will be allocated solar energy tax credits and 45L energy efficient homes tax credits (together, the “**Energy Tax Credits**”); and

WHEREAS, the Authority, in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project for the Partnership to obtain a HOME Investment Partnership Program loan from the City of Eugene (the “**City**”) in the approximate amount of \$2,225,341 and not to exceed \$3,000,000 for the purpose of constructing and developing the Project (the “**HOME Loan**”); and

WHEREAS, the Authority in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project for the Partnership to obtain a Local Innovation and Fast Track Housing Program loan from OHCS in the approximate amount of \$13,328,291 and not to exceed \$14,000,000 for the purpose of constructing and developing the Project (the “**LIFT Loan**”); and

WHEREAS, the Authority in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project for the Authority to obtain a grant from DAS in the approximate amount of \$1,500,000 as an appropriation from the State of Oregon pursuant to Enrolled Senate Bill 5701 for the purpose of constructing and developing an early learning center within the Project (the “**Appropriation**”) and the Authority intends to loan the proceeds of the **Appropriation** to the Partnership through a sponsor loan (“**Sponsor Loan 2**”, which may, at the election of the Authority, be combined with Sponsor Loan 1); and

WHEREAS, the Authority, in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project, to enter into a Housing Assistance Payments Contract (the “**HAP Contract**”) and Agreement to Enter Into Housing Assistance Payments Contract (the “**AHAP Contract**”) covering all affordable units in the Project; and

WHEREAS, the Authority, in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project to authorize the execution and delivery of certain documents pursuant to which the Project will be granted an exemption for City Systems Development Charges (“**SDC**”) in the approximate amount of \$61,800 (the “**SDC Exemption**”) and City fee assistance through the City’s supplemental budget in the approximate amount of \$735,000 (the “**City Fee Assistance**”); and

WHEREAS, the Authority, in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project to authorize the execution and delivery of certain documents pursuant to which the Authority will be awarded the approximate amount of \$48,950 under the City of Eugene Water and Electric Board Energy Incentive Program (the “**EWEB Energy Incentive**”), and thereafter, to contribute the proceeds of such award as capital to the Partnership, or at the election of the Authority, loan such proceeds to the Partnership; and

WHEREAS, the Authority, in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project to cause the Authority to enter into a Development Services Agreement (the “**DSA**”) with the Partnership pursuant to which the Authority would be paid a developer fee, a portion of which would be deferred and paid from available Project cash flow; and

WHEREAS, the Authority, in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project to engage the Authority as developer of the Project and to defer a portion of the Developer’s fee for the benefit of the Project in the approximate amount of \$2,960,281 (which amount may change based on underwriting) or such other amount as may be required by USBCDC or any other Project funder (“**Deferred Fee**”); and

WHEREAS, the Authority, in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project to authorize the execution and delivery of certain agreements for architectural, construction, and technical related services related to the Project (the “**Project Documents**”); and

WHEREAS, the Authority, in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project for the Authority to assign to the Partnership certain Project Documents the Authority entered into prior to the admission of USBCDC as the limited partner; and

WHEREAS, the Authority, in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project to authorize the execution and delivery of a Prime Lease between the Authority and the Partnership for the early learning facility space within the Project (the “**Prime Lease**”); and for the

Authority to enter into sublease agreements with various childcare providers for the use of such space as an early learning and childcare center (together, the “**Subleases**”); and

WHEREAS, the Authority, in its individual capacity and its capacity as the manager of the GP, has determined it to be in the best interests of the Authority, the GP, the Partnership, and the Project to authorize the execution and delivery of any and all documents necessary to acquire title to the Property from the City of Eugene; and

WHEREAS, the Board of Commissioners of the Authority desires to consent to these transactions, consent to the documents which will be executed, to grant authority to certain individuals to execute documents on behalf of the Authority in its own corporate capacity and as the general partner of the Partnership for the benefit of the Partnership, and to ratify certain actions pertaining to these transactions taken prior to the date of this resolution; and

WHEREAS, ORS 456.135 authorizes Housing Authority and/or the Partnership to delegate to one or more of its agents and employees such powers as it deems proper.

NOW, THEREFORE, THE AUTHORITY IN ITS OWN CAPACITY, ON BEHALF OF THE LCC, ADOPTS THE FOLLOWING RESOLUTIONS:

1. Authorize Sale of the Property to the Partnership.

BE IT RESOLVED, that the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership, is authorized to negotiate, execute, and deliver on behalf of the Authority, GP and/or the Partnership, as the case may be, such documents as necessary to assign any disposition agreement with the City of Eugene to the Partnership and all related conveyance documents, all on the terms and conditions approved by any Authorized Representative.

2. Approve Amended Partnership Agreement, Admission of Limited Partner; Execution of Related Agreements, including the Guaranty Obligations.

BE IT RESOLVED, that the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership, is authorized to negotiate, execute and deliver on behalf of the Authority, GP and/or the Partnership, as the case may be, a letter of intent relating to an anticipated Amended Partnership Agreement of the Partnership among the GP (as general partner), the Authority (as withdrawing limited partner), and USBCDC (as the sole limited partner), in the form approved by any Authorized Representative.

BE IT FURTHER RESOLVED, that the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership, is authorized to negotiate, execute and deliver on behalf of the Authority, GP and/or the Partnership, as the case may be, the Investor Documents listed on the attached Exhibit A (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the LP Investment by USBCDC, all in the form approved by any single Authorized Representative.

3. Authorize Property Management Agreement.

BE IT RESOLVED, that the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership, is authorized to negotiate, execute and deliver

on behalf of the Partnership, as the case may be, a Property Management Agreement in the form approved by any Authorized Representative.

4. Authorize Construction Loan from U.S. Bank.

BE IT RESOLVED that the Construction Loan is approved and the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership, is authorized to negotiate, execute and deliver on behalf of the Authority, GP and/or the Partnership, as the case may be, the USB Loan Documents listed on the attached Exhibit A (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required all in the form approved by any single Authorized Representative.

5. Authorize Bond Loan from Citibank.

BE IT RESOLVED that the Bond Loan is approved and the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership, is authorized to negotiate, execute and deliver on behalf of the Authority, GP and/or the Partnership, as the case may be, the Bond Loan Documents listed on the attached Exhibit A (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the conversion of the Construction Loan to a term loan, all in the form approved by any single Authorized Representative.

6. Authorize Receipt of Bonds from the Governmental Lender.

BE IT RESOLVED that the Bonds are approved and the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership, is authorized to negotiate, execute and deliver on behalf of the Authority, GP and/or the Partnership, as the case may be, the Bond Documents listed on the attached Exhibit A (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the issuance of the Bonds, all in the form approved by any single Authorized Representative.

7. Authorize Execution of LIHTC Credit Reservation.

BE IT RESOLVED, that the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership is authorized to negotiate, execute, and deliver on behalf of the Authority, GP and/or the Partnership, as the case may be, a LIHTC Reservation and Extended Use Agreement, and any other documents as may be reasonably required pertaining to the LIHTC Credits anticipated to be awarded in respect of the Project, all in the form approved by any single Authorized Representative.

8. Authorize Energy Tax Credits.

BE IT RESOLVED, that that the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership is authorized to negotiate, execute, and deliver on behalf of the Authority, GP and/or the Partnership, as the case may be, any documents as may be reasonably required pertaining to the Energy Tax Credits anticipated to be awarded in respect of the Project, all in the form approved by any single Authorized Representative.

9. Authorize HOME Loan from City of Eugene.

BE IT RESOLVED that the HOME Loan is approved and the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership is authorized to

negotiate, execute and deliver on behalf of the Authority, GP and/or the Partnership, as the case may be, the HOME Loan Documents listed on the attached Exhibit A (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the HOME Loan, all in the form approved by any single Authorized Representative.

10. Authorize LIFT Loan from OHCS.

BE IT RESOLVED that the LIFT Loan is approved and the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership is authorized to negotiate, execute and deliver on behalf of the Authority, GP and/or the Partnership, as the case may be, the LIFT Loan Documents listed on the attached Exhibit A (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the LIFT Loan, all in the form approved by any single Authorized Representative.

11. Authorize Sponsor Loan 1 to the Partnership.

BE IT RESOLVED that the Sponsor Loan 1 is approved and the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership is authorized to negotiate, execute and deliver on behalf of the Authority, GP and/or the Partnership, as the case may be, the Sponsor Loan 1 Documents listed on the attached Exhibit A (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the Sponsor Loan 1, all in the form approved by any single Authorized Representative.

12. Authorize Sponsor Loan 2 to the Partnership.

BE IT RESOLVED that the Sponsor Loan 2 is approved and the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership is authorized to negotiate, execute and deliver on behalf of the Authority, GP and/or the Partnership, as the case may be, the Sponsor Loan 2 Documents listed on the attached Exhibit A (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the Sponsor Loan 2, all in the form approved by any single Authorized Representative.

13. Authorize HAP Contract and AHAP Contract

BE IT RESOLVED, that the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership is authorized to negotiate, execute and deliver on behalf of the Authority, GP and/or the Partnership as the case may be, the documents necessary to close on the HAP Contract and AHAP Contract, and any other documents necessary to secure the Project-Based Section 8 subsidy on the Project, all in the form approved by any single Authorized Representative.

14. Authorize SDC Exemption

BE IT RESOLVED, that the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership is authorized, on behalf of the Authority, GP and/or the Partnership, as the case may be, to take such steps as are necessary to obtain the SDC Exemption and to execute all documents necessary to obtain the SDC Exemption,

including but not limited to an SDC Waiver Regulatory Agreement and such other documents as are reasonably required to evidence and obtain the SDC Exemption all in the form approved by any single Authorized Representative.

15. Authorize City Fee Assistance

BE IT RESOLVED, that the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership is authorized, on behalf of the Authority, GP and/or the Partnership, as the case may be, to take such steps as are necessary to obtain the City Fee Assistance and to execute all documents necessary to obtain the City Fee Assistance, including but not limited to a City Fee Assistance Regulatory Agreement and such other documents as are reasonably required to evidence and obtain the City Fee Assistance all in the form approved by any single Authorized Representative.

16. Authorize EWEB Energy Incentive

BE IT RESOLVED, that the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership is authorized, on behalf of the Authority, GP and/or the Partnership, as the case may be, to take such steps as are necessary to obtain the EWEB Energy Incentive and to execute all documents necessary and reasonably required to evidence and obtain the Eugene Energy Incentive all in the form approved by any single Authorized Representative.

17. Authorize Development Services Agreement and Deferred Fee

BE IT RESOLVED, the Authority is approved as the developer of the Project and the Authority and the Partnership are authorized to negotiate, execute, and deliver the DSA between the Authority and the Partnership and take such steps as are necessary to engage the Authority as a developer of the Property and to defer the Deferred Fee all on terms approved by any single Authorized Representative.

18. Authorize Project Documents on behalf of Partnership

BE IT RESOLVED that the Authority as sponsor, developer, property manager and guarantor is authorized, empowered and directed to negotiate, enter into, execute, deliver and perform its obligations under any Project Documents respecting the acquisition, design, construction, financing and development of the Project all in the form approved by any single Authorized Representative.

19. Authorize Assignment, Assumption, and Reimbursement Agreement between Authority and Partnership

BE IT RESOLVED, that the Authority is authorized to enter into such agreements as may be necessary to assign to the Partnership the Project Documents (and obtain reimbursement from the Partnership therefor), including without limitation, an Assignment, Assumption, and Reimbursement Agreement, and the Partnership is authorized to assume the Project Documents that the Authority may have acquired for purposes of the Project, all in the form approved by any single Authorized Representative.

20. Authorize Prime Lease and Subleases

BE IT RESOLVED that the Authority in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership is authorized, on behalf of the Authority, GP and/or the Partnership, as the case may be, is authorized, empowered and directed to negotiate, enter into, execute, deliver and perform its obligations under Prime Lease and the Subleases all in the form approved by any single Authorized Representative.

21. Authorized Representatives.

BE IT RESOLVED that the following identified persons shall be the Authorized Representatives as that term is used in these Resolutions and are each individually authorized, empowered and directed to perform the actions authorized herein on behalf of the Authority whether acting on behalf of the Authority, the GP, or the Partnership.

Jacob Fox, Executive Director or his assignee or successor
Eileen Lahey, Finance Director or his assignee or successor
Ela Kubok, Deputy Director or her assignee or successor

In addition to the Authorized Representatives named above, the following named individual(s) shall have authority to execute draw requests, monthly progress reports and miscellaneous forms associated with grants, and loans:


Matt Salazar, Project Developer or his successor
Johanna Jimenez, Project Developer or her successor
Victoria Smithweiland, Asset Manager, or her successor

1. General Resolutions Authorizing and Ratifying Other Actions

BE IT RESOLVED, that any Authorized Representative is authorized to negotiate, execute, and deliver on behalf of the Authority in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership such other agreements, certificates, and documents, and to take or authorize to be taken all such other actions any Authorized Representative shall deem necessary or desirable to carry out the transactions contemplated by the foregoing resolutions (such determination to be conclusively demonstrated by the signature of any Authorized Representative on such document); and

BE IT FURTHER RESOLVED, that to the extent any action, agreement, document, or certification has heretofore been taken, executed, delivered, or performed by an Authorized Representative named in these Resolutions on behalf of the Authority, in its own capacity, as manager of the GP and as manager of the GP on behalf of the Partnership, and in furtherance of the Project, the same is hereby ratified and affirmed.

DATED this 22nd day of May, 2024


Michelle Thornton (May 22, 2024 14:50 PDT)

Chair, Homes for Good Board of Commissioners



Secretary, Homes for Good Board of Commissioners

Exhibit A

Investor Documents

1. Amended and Restated Agreement of Limited Partnership
2. Guaranty
3. Joint Marketing Agreement
4. Partnership Management Agreement
5. Development Services Agreement
6. Such other documents as required in connection with the closing of the LP Investment by USBCDC

Tax Credit Documents

1. 4% Low-Income Housing Tax Credit Declaration of Land Use Restrictive Covenants
2. 4% Tax Credit Indemnity and Hold Harmless Agreement
3. 4% Low-Income Housing Tax Credit Reservation and Extended Use Agreement

Bond Documents

1. Funding Loan Agreement
2. Project Loan Agreement
3. Regulatory Agreement
4. Note Declaration
5. Governmental Lender Note
6. Tax Certificate and Agreement
7. Priority and Subordination Agreement
8. Such other documents as are required in connection with the Bonds

USB Loan Documents

1. Construction Loan Agreement
2. Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing
3. Construction Loan Promissory Note
4. Assignment of Construction and Development Documents
5. Assignment of Development Services Agreement
6. Assignment of Partnership Interests Capital Contributions and Credits
7. Assignment of Property Manager Agreement
8. Assignment of Rental Subsidy Agreements
9. Consent to Assignment of Architect Agreement
10. Consent to Assignment of Contractor's Agreement
11. Completion Guaranty Agreement
12. Payment Guaranty Agreement
13. Environmental Indemnification Agreement
14. Subordination, Non-Disturbance and Attornment Agreement
15. Such other documents as are required in connection with the USB Loan

Bond Loan Documents

1. Construction Funding Agreement
2. Contingency Draw Down Agreement
3. Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (Tax Exempt)
4. Multifamily Note (Tax Exempt)
5. Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (Taxable)
Multifamily Note (Taxable)
6. Agreement of Environmental Indemnification
7. Completion and Repayment Guaranty
8. Exceptions to Non-Recourse Guaranty
9. Replacement Reserve Agreement
10. Assignment of Management Agreement

11. Assignment and Subordination of Developer Fees, Pledge and Security Agreement
 12. Assignment of Investor Limited Partner Capital Contributions, Pledge and Security Agreement
 13. Assignment of the Construction Contract
 14. CITI Assignment of Equity Interests, Pledge and Security Agreement
 15. Assignment of Project Documents
 16. Assignment of Architect's Agreement and Plans and Specifications
 17. Authorization to Request Advances
 18. Title Escrow Agreement
 19. Deposit Account Control Agreement
 20. Continuing Disclosure Agreement
 21. UCC Financing Statement
22. Such other documents as may be executed in connection with the Bond Loan

Home Loan Documents

1. HOME Loan Agreement
2. HOME Promissory Note
3. HOME Regulatory Agreement
4. HOME Trust Deed
5. Such other documents as are required in connection with the HOME Loan

LIFT Loan Documents

1. Loan Agreement
2. Promissory Note
3. Project Management Agreement
4. Operating Agreement and Declaration of Restrictive Covenants
5. Line of Credit Trust Deed, Security Agreement, Fixture Filing and Assignment of Leases and Rents
6. Repayment and Completion Guaranty Agreement
7. Intercreditor Agreement
8. Such other documents as are required in connection with the LIFT Loan

Sponsor Loan Documents (Sponsor Loan 1 and Sponsor Loan 2)

1. Sponsor Loan Promissory Note
2. Sponsor Loan Deed of Trust
3. Sponsor Loan Agreement
4. Such other documents as are required in connection with the Sponsor Loan

Miscellaneous Documents

1. Grant Agreement with DAS in connection with Appropriation
2. HAP Contract
3. AHAP Contract
4. Property Management Agreement
5. Addendum to Management Agreement
6. SDC Exemption agreement
7. City Fee Assistance agreement
8. Prime Lease
9. Subleases











Ollie Court Financing - Board Order

Final Audit Report

2024-05-22

Created:	2024-05-22
By:	Jasmine Leary Mixon (jlearymixon@homesforgood.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbNUlqDTgotMVckboCsWJ6cU51WFd4hbm

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-  Document created by Jasmine Leary Mixon (jlearymixon@homesforgood.org)
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-  Form filled by Jasmine Leary Mixon (jlearymixon@homesforgood.org)
Form filling Date: 2024-05-22 - 9:27:08 PM GMT - Time Source: server
-  Document emailed to mthurston@homesforgood.org for signature
2024-05-22 - 9:27:09 PM GMT
-  Email viewed by mthurston@homesforgood.org
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-  Signer mthurston@homesforgood.org entered name at signing as Michelle Thurston
2024-05-22 - 9:50:28 PM GMT
-  Document e-signed by Michelle Thurston (mthurston@homesforgood.org)
Signature Date: 2024-05-22 - 9:50:30 PM GMT - Time Source: server
-  Document emailed to Jacob Fox (jfox@homesforgood.org) for signature
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-  Email viewed by Jacob Fox (jfox@homesforgood.org)
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-  Document e-signed by Jacob Fox (jfox@homesforgood.org)
Signature Date: 2024-05-22 - 10:17:36 PM GMT - Time Source: server
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