

**EXHIBIT E**

**SPECIAL CONDITIONS**

**1. Project-Specific Provisions**

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

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

[INSERT DESCRIPTION OF CIP]

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

[INSERT QIP UNIT MIX]

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

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**Provision A-3** (As referenced in Section 3.F. and Section 6 of Exhibit A to this Agreement)

The following performance milestones must commence no later than the dates listed in the chart below:

[INSERT PERFORMANCE MILESTONES]

Performance Milestone	Infrastructure Project	Rental Housing Development(s)
Commencement of construction.	_____	_____
Construction complete and the filing of the Certificate of occupancy	_____	_____

**Provision A-4** (As referenced in Section 7 of Exhibit A to this Agreement)

Emily Burgos, Section Chief  
 Multifamily Finance Super NOFA Program  
 Division of State Financial Assistance  
 Department of Housing and Community Development  
 P.O. Box 952054  
 Sacramento, California 94252-2054

**Provision A-5** (As referenced in Section 8 of Exhibit A to this Agreement)

[INSERT RECIPIENT'S CONTRACT COORDINATOR]

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

Program: Multifamily Super NOFA  
 NOFA Date: 05/18/23  
 Approved Date: 1/24/2024  
 Prep Date: XX/XX/XXXX

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

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

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

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

Program: Multifamily Super NOFA  
 NOFA Date: 05/18/23  
 Approved Date: 1/24/2024  
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**Provision B-2** (as referenced in Section 4.A. of Exhibit B to this Agreement)

Pursuant to the NOFA at Part II, section E(2)(c), the “Disbursement Deadline,” as that term is used and referenced throughout the Agreement is [June 30, 2025, June 30, 2027]. Recipient must submit its final disbursement request(s) no later than [March 31 2025, March 31, 2027].

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

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

**PROJECT NAME:** «Project\_Name»

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

**2. Payee and Funding Provisions**

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

**A. Payee(s)**

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

[INSERT NAME OF PAYEE]	\$XXX,XXX.00
[INSERT NAME OF PAYEE]	\$XXX,XXX.00
<b>TOTAL</b>	<b>\$XXX,XXX.00</b>

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

Concurrently with the grant funding made the subject of this Agreement, the Department also awarded Recipient loan funding from the following Department

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programs in connection with the Rental Housing Development Project pursuant to that certain Multifamily Finance Super NOFA Loan Standard Agreement (23-MFSN-\_\_\_\_\_[INSERT CONTRACT NUMBER FOR LOANS]) (the "Loan SA"), under which \_\_\_\_\_ [INSERT NAME OF ULTIMATE BORROWER FROM LOAN SA] will be the ultimate borrower:

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

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

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

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

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

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**C. Project Report Special Conditions**

**[ADD PROJECT REPORT SPECIAL CONDITIONS and BUDGET  
CONTINGENCY SPECIAL CONDITION FROM AGREEMENT SUMMARY]**