

HASLO (HOUSING AUTHORITY OF SAN LUIS OBISPO) AGENDA OF JANUARY 11, 2024

LOCATION: 1150 Laurel Lane, Suite 190, San Luis Obispo

TIME: 2:00 P.M.

Join Zoom Meeting

<https://us06web.zoom.us/j/98057177103?pwd=TXIjeW5UMVMYTS8rcS81Y0hiUjNOUT09>

Meeting ID: 980 5717 7103

Passcode: 975423

Dial by phone: (253) 215-8782

2:00 P.M.

SPECIAL MEETING

1150 Laurel Lane, Suite 190

CALL TO ORDER: Chairman Ashlea Boyer

ROLL CALL: Commissioners Boyer, Crotser, Jeffries, Odenthal, Shower, Souza, Steinberg

PUBLIC COMMENT PERIOD FOR ITEMS NOT ON THE AGENDA (not to exceed 15 minutes total)

The Board welcomes your input. You may address the Board by completing a speaker slip and giving it to the staff clerk prior to the meeting. At this time, you may address the Board on items that are not on the agenda. Time limit is three minutes. State law does not allow the Board to discuss or take action on issues not on the agenda, except that members of the Board or staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights (Gov. Code Sec. 54954.2). Staff may be asked to follow up on such items.

DISCUSSION ITEM:

1. BRIDGE STREET PHASE 1:

These resolutions were drafted by our tax credit counsel and are required for closing on this project. A financial summary is attached.

RECOMMENDED ACTIONS:

Adopt Resolution No. 1 (2024 Series) Authorizing Resolutions RE: Actions as Guarantor Regarding the Syndication of Bridge Street Phase 1, LP, a California Limited Partnership

Adopt Resolution No. 2 (2024 Series) Authorizing Resolutions RE: Leasing of Land and Securing the Financing of Bridge Street Phase 1

Adopt Resolution No. 3 (2024 Series) to Guaranty and Grant Security Bridge Street Phase 1

2. **ORCUTT ROAD:**

These resolutions were drafted by our tax credit counsel and are required for closing on this project. A financial summary is attached.

RECOMMENDED ACTIONS:

Adopt Resolution No. 4 (2024 Series) Authorizing Resolutions RE: Actions as Guarantor Regarding the Syndication of Orcutt Road, LP, a California Limited Partnership

Adopt Resolution No. 5 (2024 Series) Authorizing Resolutions RE: Leasing of Land and Securing the Financing of Orcutt Road, LP

Adopt Resolution No. 6 (2024 Series) to Guaranty and Grant Security Orcutt Road, LP

ADJOURNMENT

The next meeting will be the Annual Meeting to be held on January 18, 2024, at 12:00 p.m.

REQUIREMENTS OF THE BROWN ACT HAVE BEEN SATISFIED AS THIS NOTICE WAS POSTED AT 1:30 P.M. ON JANUARY 10, 2024, PRIOR TO THE 24-HOUR NOTICING REQUIREMENT FOR SPECIAL MEETINGS.



Prepared For:	HASLO
Prepared By:	California Housing Partnership Corporation
Version:	v4.02 Closing
Revised:	11/27/2023
Filename:	Bridge St Phase I HASLO v4.02 Closing 112723.xlsm

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SOURCES OF FUNDS - PERMANENT

	AMOUNT	TOTAL INTEREST COST	OID INTEREST RATE	AMORT (Yr)	COMMENTS	
Banner Bank Perm Loan	2,898,000	8.400%		40.0	<i>Total Permanent Debt: 2,898,000</i>	
City of SLO	1,925,076	3.000%	1.788%	55.0	<i>Term - 17 (yrs.)</i>	
Accrued Deferred Interest - City of SLC	87,922				<i>Per Unit: 62,099</i>	
HASLO Public Funds Loan	1,900,000	3.000%	1.788%	55.0	<i>Per Unit: 61,290</i>	
Accrued Deferred Interest - HASLO Pu	62,317				<i>Per Unit: 14,959</i>	
Deferred Impact Fee Loan	463,733	3.000%	1.788%	55.0		
Accrued Deferred Interest - Deferred In	15,210					
Deferred Developer Fee	661,509	0.000%	0.000%		<i>Priority 661,509</i>	<i>Non-Priority 0</i>
Capital Contributions						
GP Capital - Sponsor	100				<i>Synd Costs 155,000</i>	
Limited Partners	18,468,210				<i>Fed LIHTC: \$0.88 State LIHTC: \$0.80</i>	
TOTAL SOURCES	26,482,077					
<i>Surplus/(Shortfall)</i>	<i>(0)</i>					

PERMANENT LOAN INTEREST RATE	TRANCHE A	INVESTOR EQUITY STACK	OTHER ASSUMPTIONS	
Base Rate	7.800%	LIHTC Equity (Federal+Stat)	18,468,210	Current AFR: 3.43%
Cushion	0.600%	Historic Tax Credit	0	AFR Month: Oct-22
MIP	0.000%	Investment Tax Credit (Sola)	0	AFR Cushion: 0.00%
GNMA/Servicing	0.000%	Subtotal LP Equity	18,468,210	Total U/W AFR: 3.43%
Issuer	0.000%	CA Certificated Credit Sale	0	
Trustee	0.000%	Total Investor Equity	18,468,210	
Rating	0.000%			
Remarketing	0.000%			
Rebate Analyst	0.000%			
Total	8.400%			

SOURCES OF FUNDS - CONSTRUCTION

	AMOUNT	INTEREST RATE	TERM (Mos.)	COMMENTS
Banner Bank Construction Loan	18,603,380	8.000%	30	
City of SLO	1,925,076	3.000%	30	
Accrued Deferred Interest - City of SLC	87,922			
HASLO Public Funds Loan	1,900,000	3.000%	30	
Accrued Deferred Interest - HASLO Pu	62,317			
Deferred Impact Fee Loan	463,733	3.000%	30	
Accrued Deferred Interest - Deferred In	15,210			
Costs Deferred Until Conversion	916,009			<i>See page 2 - right column</i>
Deferred Developer Fee	661,509			
Capital Contributions				
GP Capital - Sponsor	100			
Limited Partners*	1,846,821			Total Equity During Const. 1,846,821 10.00%
TOTAL SOURCES	26,482,077			<i>Syndication Costs 155,000</i>
<i>Surplus/(Shortfall)</i>	<i>(0)</i>			<i>Net Equity for TCAC 1,691,821</i>
Sources Less Deferred To Conversion:	25,566,068			

CONSTRUCTION LOAN INTEREST RATE	CONSTRUCTION LOAN VALUATION	TAX-EXEMPT BOND DATA
Index Type: IM Term SOFR	Restricted NOI	290,172
Current Index: 5.31%	OAR	5.00%
Spread: 2.10%	FMV per NOI	5,803,432
Base Interest Rate (not including cushi)	Agg. Credit Value @ 0.8799	18,468,209
Cushion - Total	Perm-Only Soft Debt	0
Interest Rate (All-In) 8.00%	Total Value	24,271,641
	LTV:	85.00%
	Max. Const. Loan Amount	20,630,895
	Commitment Amount	TBD
		50% Test (see Page 7): N/A
		Issuer Inducement: TBD
		CDLAC Allocation: TBD
		Percent of CDLAC Allocation: 0.00%
		Const-only portion: 15,705,380
		CDLAC Per-Unit Limit: N/A
		CDLAC 55% Limit: N/A
		50% Test Target: 53.00%
		Target Limit: N/A

RESOLUTION NO. 1 (2024 SERIES)

**HOUSING AUTHORITY OF THE CITY OF SAN LUIS OBISPO
AUTHORIZING RESOLUTIONS**

**RE: ACTIONS AS GUARANTOR REGARDING THE SYNDICATION OF
BRIDGE STREET P1, LP, A CALIFORNIA LIMITED PARTNERSHIP**

At a duly constituted meeting of the Board of Commissioners of the Housing Authority of the City of San Luis Obispo, a public body, corporate and politic (the “Authority”) held on January 11, 2024, the following resolutions were adopted:

WHEREAS, the Authority was organized for the purpose, among other things, of developing and operating low-income housing;

WHEREAS, the Authority is developing the low-income housing project (the “Project”) described in a letter of intent dated October 24, 2023 (the “Letter of Intent”), made by NEF Assignment Corporation, as nominee, its affiliates, successors and assigns (“Limited Partner”), in the manner and pursuant to the terms and conditions described in the Letter of Intent, through a limited partnership in which San Luis Obispo Nonprofit Housing Corporation, an affiliate of the Authority (the “Subsidiary”), will serve as the general partner and Limited Partner will invest as limited partner;

WHEREAS, as a condition of its investing in such partnership, Limited Partner requires that the Authority guarantee the performance by the Subsidiary of its partnership obligations and other agreements, and that it guarantee the accuracy of information and representations provided by the Subsidiary and defend and indemnify Limited Partner against material breach thereof (the “Sponsor Guaranty”);

NOW, THEREFORE, BE IT RESOLVED, that Scott Collins, Executive Director, Ken Litzinger, Director of Finance, or Clover Robinson, Interim Deputy Director of Finance, (each, an “Authorized Officer”), acting alone, is hereby authorized, empowered, and directed to, on behalf of the Authority, enter into, execute, and deliver a development agreement and the Sponsor Guaranty whereby the Authority will be liable for certain obligations of the Subsidiary set forth in the Amended and Restated Limited Partnership Agreement (the “Agreement”) continuing Bridge Street P1, LP, a California limited partnership (the “Partnership”), in form and of content generally similar to that of Limited Partner’s model form of project partnership agreement, with such modifications as the officers of the Subsidiary and Limited Partner may deem necessary or appropriate, and containing substantive provisions in accordance with the Letter of Intent, pursuant to which the Subsidiary will act as general partner and Limited Partner will invest as limited partner, and the Authority will guarantee the performance by the Subsidiary of its obligations under the Agreement;

FURTHER RESOLVED, that the Authorized Officers, or any one of them, are hereby authorized, empowered, and directed to execute and deliver a development agreement and the Authority’s guaranty and indemnity with respect to all certifications and agreements to be made by the Subsidiary in a Project Investment Closing Letter in form and of content generally similar to that of Limited Partner’s model form thereof, with such modifications as the Subsidiary and Limited Partner may agree upon;

FURTHER RESOLVED, that the Authorized Officers, or any one of them, are hereby authorized, empowered, and directed to execute and deliver any and all other project investment closing documents to which the Authority is to be a party, as specified in Limited Partner’s project investment closing checklist, as the same may be modified and supplemented by Limited Partner for the Project (the “Checklist”), or otherwise requested by Limited Partner in connection with its investment in the Partnership;

FURTHER RESOLVED, that the Authorized Officers, or any one of them, are hereby authorized, empowered, and directed to furnish to the Subsidiary for forwarding to Limited Partner all due diligence materials specified in the Checklist or otherwise requested by Limited Partner in connection with its investment in the Partnership;

FURTHER RESOLVED, that the Authorized Officers, or any one of them, are hereby authorized, empowered, and directed to execute and deliver all documents, and that such Authorized Officers of the Authority be and are hereby authorized, empowered, and directed to furnish all materials necessary to consummate the continuation of the Partnership and the investment by Limited Partner as Limited Partner thereof in accordance with the Letter of Intent, the Checklist, and the foregoing resolutions, and that any previous execution and delivery or furnishing of documents and materials by such Authorized Officer of the Authority be and are hereby authorized, confirmed, and ratified;

FURTHER RESOLVED, that the authority granted hereunder shall be deemed retroactive, that all acts authorized hereunder and performed prior to the date of this resolution are hereby ratified and affirmed, and that Limited Partner shall be entitled to act in reliance upon the authorization contained herein, notwithstanding anything to the contrary contained in any formation documents of the Authority or in any other document.

FURTHER RESOLVED, that any Authorized Officer of the Authority, acting alone, is hereby authorized, empowered, and directed to take such further action on behalf of the Authority as they deem necessary to effectuate the foregoing.

On motion of Commissioner _____, seconded by Commissioner _____, and on the following roll call votes:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINED:**

The foregoing Resolution was duly adopted and passed this 11th day of January, 2024.

ASHLEA BOYER, CHAIRMAN

SEAL:

ATTEST:

SCOTT COLLINS, SECRETARY

CHAIRMAN’S CERTIFICATE

I HEREBY CERTIFY that I am the duly elected and acting Chairman of the Housing Authority of the City of San Luis Obispo, a public body, corporate and politic (the “Authority”); that the attached is a true and correct copy of resolutions duly and unanimously adopted at a meeting of the Board of Commissioners of the Authority on January 11, 2024 (collectively, the “Resolution”), all of the Commissioners being present necessary to constitute a quorum for the transaction of business; further, that such meeting was called in compliance with all applicable laws and the requirements of the charter of the Authority; that the Resolution does not conflict with the charter of the Authority, nor has the Resolution been in any way altered, amended, or repealed, and that it is in full force and effect, unrevoked and unrescinded, as of this day, and has been entered upon the regular minute book of the Authority, as of the aforementioned date, and that the Board of Commissioners of the Authority has, and at the time of adoption of the Resolution, had, full power and lawful authority to adopt the Resolution and to confer the powers thereby granted to the Authorized Officer(s) therein named who has (have) full power and lawful authority to exercise the same.

Ashlea Boyer, Chairman

Attest:

Scott Collins, Secretary

Dated: January 10, 2024

RESOLUTION NO. 2 (2024 SERIES)

**HOUSING AUTHORITY OF THE CITY OF SAN LUIS OBISPO
AUTHORIZING RESOLUTIONS
RE: LEASING OF LAND AND SECURING THE FINANCING OF
BRIDGE STREET PHASE 1**

At a duly constituted meeting of the Board of Commissioners of the Housing Authority of the City of San Luis Obispo, a public body, corporate and politic (the “Authority”) held on January 11, 2024, the following resolutions were adopted:

WHEREAS, Bridge Street P1, LP, a California limited partnership (the “Partnership”), is an entity formed by the Authority with its affiliate San Luis Obispo Nonprofit Housing Corporation, as its general partner;

WHEREAS, the Partnership was formed to develop affordable housing on the real property located at 279 Bridge Street, San Luis Obispo, California (the “Land”) which is owned by the Authority and which the Authority will lease to the Partnership (the “Project”);

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to lease the Land to the Partnership and to enter into any and all documents necessary to lease the Land to the Partnership, including but not limited to a ground lease, a memorandum of ground lease and any other documents necessary to lease the Land to the Partnership;

WHEREAS, in connection with the development of the Project, the Partnership is obtaining a loan from Banner Bank (“Banner”), in an amount not to exceed \$25,000,000 (the “Banner Loan”), which will convert to a permanent loan in an amount not to exceed \$6,000,000 (the “Permanent Loan”);

WHEREAS, as a condition of the receipt of the Banner Loan and the Permanent Loan, Banner is requiring that the Authority execute payment and completion guaranties and indemnities (collectively, the “Guaranty”) in favor of Banner;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to assist the Partnership with the conduct of the Partnership’s transactions and to enter into any and all documents with Banner, including but not limited to the Guaranty and any other agreements as are deemed necessary for the Partnership to obtain the Banner Loan and the Permanent Loan;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to assist the Partnership with the conduct of the Partnership’s transactions and to allow any documents related to the Banner Loan and the Permanent Loan to be recorded on the Land, included but not limited to deeds of trust;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to make a loan in an aggregate amount not to exceed \$3,000,000 in public funds to the Partnership (the “HASLO Loan”);

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to make the HASLO Loan to the Partnership, and to enter into any and all documents required in connection with said loan, including loan agreements and any other documents necessary to consummate the HASLO Loan;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to receive an Affordable Housing Fund grant from the City of San Luis Obispo (the “City”) in an aggregate amount not to exceed \$3,000,000 (the “AHF Grant”);

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to enter into any and all documents required in connection with the AHF Grant with the City, including a grant agreement, regulatory agreement and any other documents necessary to consummate the AHF Grant;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to make a loan in an aggregate amount not to exceed \$3,000,000 from the proceeds of the AHF Grant to the Partnership (the “HASLO AHF Loan”);

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to make the HASLO AHF Loan to the Partnership, and to enter into any and all documents required in connection with said loan, including loan agreements and any other documents necessary to consummate the HASLO AHF Loan;

WHEREAS, in connection with the development of the Project, the Partnership is obtaining a loan from the City in an amount not to exceed \$1,500,000 (the “City Deferred Impact Fee Loan”);

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to assist the Partnership with the conduct of the Partnership’s transactions and to allow any documents related to the City Deferred Impact Fee Loan to be recorded on the Land, included but not limited to deeds of trust and regulatory agreements;

WHEREAS, in connection with the development of the Project, the Partnership is entering into a Density Bonus with the City;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to assist the Partnership with the conduct of the Partnership’s transactions and to allow a Density Bonus Agreement to record on the Land;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to provide HUD Project-Based Vouchers to the Partnership and to enter into any and all documents, instruments and agreements, including but not limited to Agreements to Enter into a Housing Assistance Payment Contract, Housing Assistance Payment Contracts and any other agreements necessary to provide the HUD Project-Based Vouchers;

NOW, THEREFORE, BE IT RESOLVED: That the Authority shall lease the Land to the Partnership and shall enter into any and all documents necessary to lease the Land to the Partnership, including but not limited to a ground lease, a memorandum of ground lease and any other documents necessary to lease the Land to the Partnership;

FURTHER RESOLVED: That the Authority shall assist in the Partnership's obtaining the Banner Loan and the Permanent Loan and shall enter into any and all agreements, including but not limited to the Guaranty and shall take any and all further actions necessary in connection with the Partnership's obtaining the Banner Loan and the Permanent Loan;

FURTHER RESOLVED: That the Authority shall assist the Partnership in obtaining the Banner Loan, the Permanent Loan, the HASLO AHF Loan and the City Deferred Impact Fee Loan and shall allow any documents related to said loans to be recorded on the Land, including but not limited to deeds of trust and regulatory agreements;

FURTHER RESOLVED: That the Authority shall accept the AHF Grant and make the HASLO Loan and the HASLO AHF Loan to the Partnership and shall enter into any and all documents required in connection with said grants and loans, including grant agreements, loan agreements and any other documents necessary to consummate the AHF Grant, the HASLO AHF Loan and the HASLO Loan;

FURTHER RESOLVED: That the Authority shall allow a Density Bonus Agreement to record on the Land;

FURTHER RESOLVED: That the Authority shall provide HUD Project-Based Vouchers to the Partnership and to shall into any and all documents, instruments and agreements, including but not limited to Agreements to Enter into a Housing Assistance Payment Contract, and Housing Assistance Payment Contracts;

FURTHER RESOLVED: That all actions taken in connection with the Project by any officer of the Authority prior to the date of this Resolution is hereby approved and ratified;

FURTHER RESOLVED: That this resolution supersedes and nullifies HASLO Resolution 34 (2023 Series);

FURTHER RESOLVED: That Scott Collins, Executive Director, Ken Litzinger, Director of Finance, or Clover Robinson, Interim Deputy Director of Finance, acting alone, shall be authorized and directed to execute any and all documents described and/or contemplated in this Resolution or otherwise necessary to effectuate the Project and shall take any and all further actions

necessary to consummate the activities described in this Resolution, including but not limited to, allowing other documents to be recorded on the Land;

FURTHER RESOLVED: That Scott Collins, Executive Director, Ken Litzinger, Director of Finance, or Clover Robinson, Interim Deputy Director of Finance is authorized to execute and certify any form of resolution required by any lender, regulator or other third party involved in the transaction, so long as the Director of Finance or counsel to the Authority determine that the substance of such resolutions does not materially conflict with the substance of this Resolution.

On motion of Commissioner _____, seconded by Commissioner _____, and on the following roll call votes:

AYES:

NOES:

ABSENT:

ABSTAINED:

The foregoing Resolution was duly adopted and passed this 11th day of January, 2024.

ASHLEA BOYER, CHAIRMAN

SEAL:

ATTEST:

SCOTT COLLINS, SECRETARY

CHAIRMAN’S CERTIFICATE

I HEREBY CERTIFY that I am the duly elected and acting Chairman of the Housing Authority of the City of San Luis Obispo, a public body, corporate and politic (the “Authority”); that the attached is a true and correct copy of resolutions duly and unanimously adopted at a meeting of the Board of Commissioners of the Authority on January 11, 2024, (collectively, the “Resolution”), all of the Commissioners being present necessary to constitute a quorum for the transaction of business; further, that such meeting was called in compliance with all applicable laws and the requirements of the charter of the Authority; that the Resolution does not conflict with the charter of the Authority, nor has the Resolution been in any way altered, amended, or repealed, and that it is in full force and effect, unrevoked and unrescinded, as of this day, and has been entered upon the regular minute book of the Authority, as of the aforementioned date, and that the Board of Commissioners of the Authority has, and at the time of adoption of the Resolution, had, full power and lawful authority to adopt the Resolution and to confer the powers thereby granted to the Authorized Officer(s) therein named who has (have) full power and lawful authority to exercise the same.

Ashlea Boyer, Chairman

Attest:

Scott Collins, Secretary

Dated: January 11, 2024

RESOLUTION NO. 3 (2024 SERIES)

RESOLUTION TO GUARANTY AND GRANT SECURITY

(HOUSING AUTHORITY OF THE CITY OF SAN LUIS OBISPO)

Borrower: **Bridge Street P1, LP**
c/o Housing Authority of San Luis Obispo
487 Leff Street
San Luis Obispo, California 93401

Lender: BANNER BANK
5930 Granite Lake Drive
Suite 170
Granite Bay, California 95748
Attention: Waheed Karim
Loan No. 14018429

Guarantor: HOUSING AUTHORITY OF THE
CITY OF SAN LUIS OBISPO
487 Leff Street
San Luis Obispo, California 93401

Date: January 11, 2024

I, THE UNDERSIGNED CHAIRMAN OF THE HOUSING AUTHORITY OF THE CITY OF SAN LUIS OBISPO, A PUBLIC BODY, CORPORATE AND POLITIC (the “Guarantor”), HEREBY CERTIFY that the Guarantor is organized and existing under and by virtue of the laws of the State of California, with its principal office at 487 Leff Street, San Luis Obispo, California 93401, and is duly authorized to transact business in the State of California.

WE FURTHER CERTIFY that at a meeting of the Board of Commissioners of the Guarantor (or by other duly authorized corporate action in lieu of a meeting), duly and regularly called and held on January 11, 2024, at which a quorum was present and voting, the following resolutions were unanimously adopted:

BE IT RESOLVED, that the following named officers, or any one of them, of the Guarantor, whose actual signature is shown below:

<u>NAME</u>	<u>POSITION</u>	<u>ACTUAL SIGNATURE</u>
Scott Collins	Executive Director	_____
Ken Litzinger	Director of Finance	_____
Clover Robinson	Deputy Director of Finance	_____

acting for and on behalf of the Guarantor are authorized individually and empowered in the name of the Guarantor:

Guaranty. To guaranty or act as surety for loans or other financial accommodations to ORCUTT ROAD, LP, a California limited partnership (“**Borrower**”), from BANNER BANK (“**Lender**”) on such guaranty or surety terms as may be agreed upon between the officers of this Guarantor and Lender and in such sum or sums of money as their judgment should be guaranteed or assured (the “**Guaranty**”), including but not limited to that certain Promissory Note dated _____, 2024, from Borrower to Lender in the original principal sum not to exceed Nineteen Million and No/100 Dollars (\$19,000,000). The Guarantor represents to Lender that it is benefitted by the granting of any such loans to Borrower.

Grant Security. To mortgage, pledge, hypothecate, assign, or otherwise encumber and deliver to Lender as security any property belonging to the Guarantor or in which the Guarantor may have an interest, real, personal, or mixed. Such property may be mortgaged, pledged, hypothecated, assigned, or encumbered at the time such loans are made or such indebtedness is incurred, or at any time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, hypothecated, or encumbered. The provisions of these Resolutions authorizing or relating to the pledge, mortgage, hypothecation, granting of a security interest in, assignment of, or in any way encumbering, the assets of the Guarantor shall include, without limitation, doing so in order to lend collateral security for the indebtedness, now or hereafter existing, and of any nature whatsoever, of Borrower to Lender. The Guarantor has considered the value to itself of lending collateral in support of such indebtedness, and the Guarantor represents to Lender that the Guarantor is benefitted by doing so.

Execute Security Documents. To execute and deliver to Lender the form of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements, and financing statements which may be submitted by Lender, and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, of any kind or nature, which may be necessary or proper in connection with or pertaining to the giving of liens and encumbrances.

Further Acts. To do and perform such other acts and things and to execute and deliver such other documents as may in their discretion be deemed reasonably necessary or proper in order to carry into effect any of the provisions of these Resolutions.

BE IT FURTHER RESOLVED, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved, that these Resolutions shall remain in full force and effect and Lender may rely on these Resolutions until written notice of their revocation shall have been delivered to and received by Lender. Any such notice shall not affect any of the Guarantor's agreements or commitments in effect at the time notice is given.

NOTICES TO LENDER. The Guarantor will notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Guarantor's name, (B) change in the Guarantor's assumed business name(s), (C) change in the management or in the managers of the Guarantor, (D) change in the authorized signer(s), (E) change in the Guarantor's principal office address, (F) conversion of the Guarantor to a new or different type of business entity, or (G) change in any other aspect of the Guarantor that directly or indirectly relates to any agreements between the Guarantor and Lender. No change in the Guarantor's name will take effect until after Lender has been notified.

CERTIFICATION CONCERNING RESOLUTIONS. This Resolution now stands of record on the books of the Guarantor, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

WE FURTHER CERTIFY that the person named above is an officer of the Guarantor and occupies the position set opposite his/her name; that the foregoing Resolutions now stand of record on the books of the Guarantor; and that the Resolutions are in full force and effect and have not been modified or revoked in any manner whatsoever.

IN TESTIMONY WHEREOF, I have hereunto set my hand as of the date and year first above written.

On motion of Commissioner
and on the following roll call votes:

, seconded by Commissioner ,

AYES:
NOES:
ABSENT:
ABSTAINED:

The foregoing Resolution was duly adopted and passed this 11th day of January, 2024.

ASHLEA BOYER, CHAIRMAN

SEAL:

ATTEST:

SCOTT COLLINS, SECRETARY

Prepared For:	HASLO
Prepared By:	California Housing Partnership Corporation
Version:	v4.10 Closing
Revised:	1/8/2024
Filename:	Maxine Lewis HASLO v4.10 Closing 010824.xlsm

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SOURCES OF FUNDS - PERMANENT

	AMOUNT	TOTAL INTEREST COST	OID INTEREST RATE	AMORT (Yr)	COMMENTS
Banner Bank Perm Loan	3,126,000	8.400%		40.0	<i>Total Permanent Debt: 3,126,000 Term - 17 (yrs.)</i>
City and County of SLO CDBG (SLONP Seller Carryback)	936,987	4.540%	4.540%	55.0	
Accrued Deferred Interest - City and County of SLO CDBG (SLONP Seller)	112,393				
HASLO Public Funds Loan (County of SLO - ARPA)	1,430,000	0.000%	0.000%	55.0	<i>Per Unit: 35,750</i>
HASLO Public Funds Loan (City of SLO AFH)	310,924	0.000%	0.000%	55.0	<i>Per Unit: 7,773</i>
SLO Housing Trust Fund	1,000,000	3.000%	2.378%	20.0	<i>Per Unit: 25,000</i>
Accrued Deferred Interest - SLO Housing Trust Fund	46,063				
HASLO Public Funds Loan	3,250,000	0.000%	0.000%	55.0	<i>Per Unit: 81,250</i>
HASLO Public Funds Loan (City of SLO - ARPA)	1,264,000	0.000%	0.000%	55.0	<i>Per Unit: 31,600</i>
Deferred Impact Fee Loan	516,627	3.000%	1.788%	55.0	<i>Per Unit: 12,916</i>
Accrued Deferred Interest - Deferred Impact Fee Loan	23,595				
Deferred Developer Fee	218,884	0.000%	0.000%		<i>Priority 218,884 Non-Priority 0</i>
Capital Contributions					
GP Capital - Sponsor	100				<i>Synd Costs 215,000</i>
GP Capital - [INSERT]	0				<i>Net Equity for TCAC 10,098,457</i>
Limited Partners	10,313,457				<i>Fed LIHTC: \$0.88 State LIHTC: \$0.80</i>
TOTAL SOURCES	22,549,030				
<i>Surplus/(Shortfall)</i>	<i>0</i>				

PERMANENT LOAN INTEREST RATE	TRANCHE A	INVESTOR EQUITY STACK	OTHER ASSUMPTIONS
Base Rate	7.800%		
Cushion	0.800%	LIHTC Equity (Federal+Ste 10,313,457	Current AFR: 4.54%
MIP	0.000%	Historic Tax Credit 0	AFR Month: Jan-24
GNMA/Servicing	0.000%	Investment Tax Credit (Sol 0	AFR Cushion: 0.00%
Issuer	0.000%	Subtotal LP Equity 10,313,457	Total U/W AFR: 4.54%
Trustee	0.000%		
Rating	0.000%	CA Certificated Credit Sale 0	
Remarketing	0.000%	Total Investor Equity 10,313,457	
Rebate Analyst	0.000%		
Total	8.400%		

SOURCES OF FUNDS - CONSTRUCTION

	AMOUNT	INTEREST RATE	TERM (Mcs.)	COMMENTS
Banner Bank Construction Loan	11,464,283	8.000%	30	
City and County of SLO CDBG (SLONP Seller Carryback)	936,987	4.540%	30	
Accrued Deferred Interest - City and County of SLO CDBG (SLONP Seller)	112,393			
HASLO Public Funds Loan (County of SLO - ARPA)	1,430,000	0.000%	30	
HASLO Public Funds Loan (City of SLO AFH)	310,924	0.000%	30	
SLO Housing Trust Fund	1,000,000	3.000%	30	
Accrued Deferred Interest - SLO Housing Trust Fund	46,063			
HASLO Public Funds Loan	3,250,000	0.000%	30	
HASLO Public Funds Loan (City of SLO - ARPA)	1,264,000	0.000%	30	
Deferred Impact Fee Loan	516,627	3.000%	30	
Accrued Deferred Interest - Deferred Impact Fee Loan	23,595			
Costs Deferred Until Conversion	943,828			<i>See page 2 - right column</i>
Deferred Developer Fee	218,884			
Capital Contributions				
GP Capital - Sponsor	100			
Limited Partners*	1,031,346			<i>Total Equity During Const. 1,031,346 10.00%</i>
TOTAL SOURCES	22,549,029			<i>Syndication Costs 215,000</i>
<i>Surplus/(Shortfall)</i>	<i>(0)</i>			<i>Net Equity for TCAC 816,346</i>
Sources Less Deferred To Conversion:	21,605,201			

CONSTRUCTION LOAN INTEREST RATE	CONSTRUCTION LOAN VALUATION
Index Type:	IM Term SOFR
Current Index:	5.31%
Spread:	2.10%
Base Interest Rate (not including cushion):	7.41%
Cushion - Total	0.59%
Interest Rate (All-In)	8.00%
	Restricted NOI 333,216
	OAR 5.00%
	FMV per NOI 6,664,316
	Agg. Credit Value @ 0.8799 10,313,457
	Perm-Only Soft Debt 0
	Total Value 16,977,773
	LTV: 80.00%
	Max. Const. Loan Amount 13,582,219
	Commitment Amount TBD

SELLER POSITION

Proceeds of Sale:	Uses of Cash to Seller:
Sales Price	Incl. Reserves & Person Cash to Seller
Seller Carryback Note	Repayment of Debt
Assumed Debt	
Allocation toward GP Loan	
Cash to Seller	Net Cash to Seller
2,313,014	2,313,014

RESOLUTION NO. 4 (2024 SERIES)

**HOUSING AUTHORITY OF THE CITY OF SAN LUIS OBISPO
AUTHORIZING RESOLUTIONS**

**RE: ACTIONS AS GUARANTOR REGARDING THE SYNDICATION OF
ORCUTT ROAD, LP, A CALIFORNIA LIMITED PARTNERSHIP**

At a duly constituted meeting of the Board of Commissioners of the Housing Authority of the City of San Luis Obispo, a public body, corporate and politic (the “Authority”) held on January 11, 2024, the following resolutions were adopted:

WHEREAS, the Authority was organized for the purpose, among other things, of developing and operating low-income housing;

WHEREAS, the Authority is developing the low-income housing project (the “Project”) described in a letter of intent dated October 24, 2023 (the “Letter of Intent”), made by NEF Assignment Corporation, as nominee, its affiliates, successors and assigns (“Limited Partner”), in the manner and pursuant to the terms and conditions described in the Letter of Intent, through a limited partnership in which San Luis Obispo Nonprofit Housing Corporation, an affiliate of the Authority (the “Subsidiary”), will serve as the general partner and Limited Partner will invest as limited partner;

WHEREAS, as a condition of its investing in such partnership, Limited Partner requires that the Authority guarantee the performance by the Subsidiary of its partnership obligations and other agreements, and that it guarantee the accuracy of information and representations provided by the Subsidiary and defend and indemnify Limited Partner against material breach thereof (the “Sponsor Guaranty”);

NOW, THEREFORE, BE IT RESOLVED, that Scott Collins, Executive Director, Ken Litzinger, Director of Finance, or Clover Robinson, Interim Deputy Director of Finance, (each, an “Authorized Officer”), acting alone, is hereby authorized, empowered, and directed to, on behalf of the Authority, enter into, execute, and deliver a development agreement and the Sponsor Guaranty whereby the Authority will be liable for certain obligations of the Subsidiary set forth in the Amended and Restated Limited Partnership Agreement (the “Agreement”) continuing Orcutt Road, LP, a California limited partnership (the “Partnership”), in form and of content generally similar to that of Limited Partner’s model form of project partnership agreement, with such modifications as the officers of the Subsidiary and Limited Partner may deem necessary or appropriate, and containing substantive provisions in accordance with the Letter of Intent, pursuant to which the Subsidiary will act as general partner and Limited Partner will invest as limited partner, and the Authority will guarantee the performance by the Subsidiary of its obligations under the Agreement;

FURTHER RESOLVED, that the Authorized Officers, or any one of them, are hereby authorized, empowered, and directed to execute and deliver a development agreement and the Authority’s guaranty and indemnity with respect to all certifications and agreements to be made by the Subsidiary in a Project Investment Closing Letter in form and of content generally similar to that of Limited Partner’s model form thereof, with such modifications as the Subsidiary and Limited Partner may agree upon;

FURTHER RESOLVED, that the Authorized Officers, or any one of them, are hereby authorized, empowered, and directed to execute and deliver any and all other project investment closing documents to which the Authority is to be a party, as specified in Limited Partner’s project investment closing checklist, as the same may be modified and supplemented by Limited Partner for the Project (the “Checklist”), or otherwise requested by Limited Partner in connection with its investment in the Partnership;

FURTHER RESOLVED, that the Authorized Officers, or any one of them, are hereby authorized, empowered, and directed to furnish to the Subsidiary for forwarding to Limited Partner all due diligence materials specified in the Checklist or otherwise requested by Limited Partner in connection with its investment in the Partnership;

FURTHER RESOLVED, that the Authorized Officers, or any one of them, are hereby authorized, empowered, and directed to execute and deliver all documents, and that such Authorized Officers of the Authority be and are hereby authorized, empowered, and directed to furnish all materials necessary to consummate the continuation of the Partnership and the investment by Limited Partner as Limited Partner thereof in accordance with the Letter of Intent, the Checklist, and the foregoing resolutions, and that any previous execution and delivery or furnishing of documents and materials by such Authorized Officer of the Authority be and are hereby authorized, confirmed, and ratified;

FURTHER RESOLVED, that the authority granted hereunder shall be deemed retroactive, that all acts authorized hereunder and performed prior to the date of this resolution are hereby ratified and affirmed, and that Limited Partner shall be entitled to act in reliance upon the authorization contained herein, notwithstanding anything to the contrary contained in any formation documents of the Authority or in any other document.

FURTHER RESOLVED, that any Authorized Officer of the Authority, acting alone, is hereby authorized, empowered, and directed to take such further action on behalf of the Authority as they deem necessary to effectuate the foregoing.

On motion of Commissioner _____, seconded by Commissioner _____, and on the following roll call votes:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINED:**

The foregoing Resolution was duly adopted and passed this 11th day of January, 2024.

ASHLEA BOYER, CHAIRMAN

SEAL:

ATTEST:

SCOTT COLLINS, SECRETARY

CHAIRMAN’S CERTIFICATE

I HEREBY CERTIFY that I am the duly elected and acting Chairman of the Housing Authority of the City of San Luis Obispo, a public body, corporate and politic (the “Authority”); that the attached is a true and correct copy of resolutions duly and unanimously adopted at a meeting of the Board of Commissioners of the Authority on January 11, 2024, (collectively, the “Resolution”), all of the Commissioners being present necessary to constitute a quorum for the transaction of business; further, that such meeting was called in compliance with all applicable laws and the requirements of the charter of the Authority; that the Resolution does not conflict with the charter of the Authority, nor has the Resolution been in any way altered, amended, or repealed, and that it is in full force and effect, unrevoked and unrescinded, as of this day, and has been entered upon the regular minute book of the Authority, as of the aforementioned date, and that the Board of Commissioners of the Authority has, and at the time of adoption of the Resolution, had, full power and lawful authority to adopt the Resolution and to confer the powers thereby granted to the Authorized Officer(s) therein named who has (have) full power and lawful authority to exercise the same.

Ashlea Boyer, Chairman

Attest:

Scott Collins, Secretary

Dated: January 11, 2024

RESOLUTION NO. 5 (2024 SERIES)

**HOUSING AUTHORITY OF THE CITY OF SAN LUIS OBISPO
AUTHORIZING RESOLUTIONS
RE: LEASING OF LAND AND SECURING THE FINANCING OF
ORCUTT ROAD, LP**

At a duly constituted meeting of the Board of Commissioners of the Housing Authority of the City of San Luis Obispo, a public body, corporate and politic (the “Authority”) held on January 11, 2024, the following resolutions were adopted:

WHEREAS, Orcutt Road, LP, a California limited partnership (the “Partnership”), is an entity formed by the Authority with its affiliate San Luis Obispo Nonprofit Housing Corporation (“SLONP”), as its general partner;

WHEREAS, the Partnership was formed to develop affordable housing on the real property located at 736 Orcutt Road, San Luis Obispo, California (the “Land”) which is owned by the Authority and which the Authority will lease to the Partnership (the “Project”);

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to lease the Land to SLONP who will in turn assign its leasehold interest in the Land to the Partnership, and to enter into any and all documents necessary to lease the Land to SLONP, including but not limited to a ground lease, a memorandum of ground lease and any other documents necessary to lease the Land to SLONP;

WHEREAS, in connection with the development of the Project, the Partnership is obtaining a loan from Banner Bank (“Banner”), in an amount not to exceed \$20,000,000 (the “Banner Loan”), which will convert to a permanent loan in an amount not to exceed \$6,000,000 (the “Permanent Loan”);

WHEREAS, as a condition of the receipt of the Banner Loan and the Permanent Loan, Banner is requiring that the Authority execute payment and completion guaranties and indemnities (collectively, the “Guaranty”) in favor of Banner;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to assist the Partnership with the conduct of the Partnership’s transactions and to enter into any and all documents with Banner, including but not limited to the Guaranty and any other agreements as are deemed necessary for the Partnership to obtain the Banner Loan and the Permanent Loan;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to assist the Partnership with the conduct of the Partnership’s transactions and to allow any documents related to the Banner Loan and the Permanent Loan to be recorded on the Land, included but not limited to deeds of trust;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to make a loan in an aggregate amount not to exceed \$6,000,000 in public funds to the Partnership (the “HASLO Loan”);

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to make the HASLO Loan to the Partnership, and to enter into any and all documents required in connection with said loan, including loan agreements and any other documents necessary to consummate the HASLO Loan;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to receive an ARPA grant from the County of San Luis Obispo (the “County”) in an aggregate amount not to exceed \$2,500,000 (the “ARPA Grant”);

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to enter into any and all documents required in connection with the ARPA Grant with the County, including a grant agreement and any other documents necessary to consummate the ARPA Grant;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to make a loan in an aggregate amount not to exceed \$2,500,000 from the proceeds of the ARPA Grant to the Partnership (the “HASLO ARPA Loan”);

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to make the HASLO ARPA Loan to the Partnership, and to enter into any and all documents required in connection with said loan, including loan agreements and any other documents necessary to consummate the HASLO ARPA Loan;

WHEREAS, in connection with the development of the Project, the Partnership is obtaining a loan from San Luis Obispo County Housing Trust Fund in an amount not to exceed \$2,000,000 (the “Housing Trust Fund Loan”);

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to assist the Partnership with the conduct of the Partnership’s transactions and to allow any documents related to the Housing Trust Fund Loan to be recorded on the Land, included but not limited to deeds of trust and regulatory agreements;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to receive an ARPA grant from the City of San Luis Obispo (the “City”) in an aggregate amount not to exceed \$2,000,000 (the “City ARPA Grant”);

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to enter into any and all documents required in connection with the City ARPA Grant with the City, including a grant agreement and any other documents necessary to consummate the City ARPA Grant;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to make a loan in an aggregate amount not to exceed \$2,000,000 from the proceeds of the City ARPA Grant to the Partnership (the “HASLO City ARPA Loan”);

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to make the HASLO City ARPA Loan to the Partnership, and to enter into any and all documents required in connection with said loan, including loan agreements and any other documents necessary to consummate the HASLO City ARPA Loan;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to receive an Affordable Housing Fund grant from the City in an aggregate amount not to exceed \$1,000,000 (the “AHF Grant”);

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to enter into any and all documents required in connection with the AHF Grant with the City, including a grant agreement, regulatory agreement and any other documents necessary to consummate the AHF Grant;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to make a loan in an aggregate amount not to exceed \$1,000,000 from the proceeds of the AHF Grant to the Partnership (the “HASLO AHF Loan”);

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to make the HASLO AHF Loan to the Partnership, and to enter into any and all documents required in connection with said loan, including loan agreements and any other documents necessary to consummate the HASLO AHF Loan;

WHEREAS, in connection with the development of the Project, the Partnership is obtaining a loan from the City in an amount not to exceed \$1,500,000 (the “City Deferred Impact Fee Loan”);

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to assist the Partnership with the conduct of the Partnership’s transactions and to allow any documents related to the City Deferred Impact Fee Loan to be recorded on the Land, included but not limited to deeds of trust and regulatory agreements;

WHEREAS, in connection with the development of the Project, the Partnership is obtaining a loan from SLONP in an amount not to exceed \$2,000,000 (the “Seller Loan”);

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to assist the Partnership with the conduct of the Partnership’s transactions and to allow any documents related to the Seller Loan to be recorded on the Land, included but not limited to deeds of trust and regulatory agreements;

WHEREAS, in connection with the development of the Project, the Partnership is obtaining a Density Bonus from the City;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to assist the Partnership with the conduct of the Partnership's transactions and to allow a Density Bonus Agreement to record on the Land;

WHEREAS, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to provide HUD Project-Based Vouchers to the Partnership and to enter into any and all documents, instruments and agreements, including but not limited to Agreements to Enter into a Housing Assistance Payment Contract, Housing Assistance Payment Contracts and any other agreements necessary to provide the HUD Project-Based Vouchers;

NOW, THEREFORE, BE IT RESOLVED: That the Authority shall lease the Land to the Partnership and shall enter into any and all documents necessary to lease the Land to the Partnership, including but not limited to a ground lease, a memorandum of ground lease and any other documents necessary to lease the Land to the Partnership;

FURTHER RESOLVED: That the Authority shall assist in the Partnership's obtaining the Banner Loan and the Permanent Loan and shall enter into any and all agreements, including but not limited to the Guaranty and shall take any and all further actions necessary in connection with the Partnership's obtaining the Banner Loan and the Permanent Loan;

FURTHER RESOLVED: That the Authority shall assist the Partnership in obtaining the Banner Loan, the Permanent Loan, the Housing Trust Fund Loan, the HASLO AHF Loan, the HASLO City ARPA Loan, the City Deferred Impact Fee Loan, the HASLO County ARPA Loan, the Seller Loan and shall allow any documents related to said loans to be recorded on the Land, including but not limited to deeds of trust and regulatory agreements;

FURTHER RESOLVED: That the Authority shall accept the ARPA Grant, the City ARPA Grant and the AHF Grant and make the HASLO Loan, the HASLO City ARPA Loan, the HASLO AHF Loan and the HASLO County ARPA Loan to the Partnership and shall enter into any and all documents required in connection with said grant and said loans, including grant agreements, loan agreements and any other documents necessary to consummate the ARPA Grant, the City ARPA Grant, the AHF Grant, the HASLO Loan, the HASLO City ARPA Loan, the HASLO AHF Loan and the HASLO County ARPA Loan;

FURTHER RESOLVED: That the Authority shall allow a Density Bonus Agreement to record on the Land;

FURTHER RESOLVED: That the Authority shall provide HUD Project-Based Vouchers to the Partnership and to shall into any and all documents, instruments and agreements, including but not limited to Agreements to Enter into a Housing Assistance Payment Contract, Housing Assistance Payment Contracts;

FURTHER RESOLVED: That all actions taken in connection with the Project by any officer of the Authority prior to the date of this Resolution is hereby approved and ratified;

FURTHER RESOLVED: That this resolution supersedes and nullifies HASLO Resolution 35 (2023 Series);

FURTHER RESOLVED: That Scott Collins, Executive Director, Ken Litzinger, Director of Finance, or Clover Robinson, Interim Deputy Director of Finance, acting alone, shall be authorized and directed to execute any and all documents described and/or contemplated in this Resolution or otherwise necessary to effectuate the Project and shall take any and all further actions necessary to consummate the activities described in this Resolution, including but not limited to, allowing other documents to be recorded on the Land;

FURTHER RESOLVED: That Scott Collins, Executive Director, Ken Litzinger, Director of Finance, or Clover Robinson, Interim Deputy Director of Finance, is authorized to execute and certify any form of resolution required by any lender, regulator or other third party involved in the transaction, so long as the Director of Finance or counsel to the Authority determine that the substance of such resolutions does not materially conflict with the substance of this Resolution.

On motion of Commissioner _____, seconded by Commissioner _____, and on the following roll call votes:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINED:**

The foregoing Resolution was duly adopted and passed this 11th day of January, 2024.

ASHLEA BOYER, CHAIRMAN

SEAL:

ATTEST:

SCOTT COLLINS, SECRETARY

CHAIRMAN’S CERTIFICATE

I HEREBY CERTIFY that I am the duly elected and acting Chairman of the Housing Authority of the City of San Luis Obispo, a public body, corporate and politic (the “Authority”); that the attached is a true and correct copy of resolutions duly and unanimously adopted at a meeting of the Board of Commissioners of the Authority on January 11, 2024 (collectively, the “Resolution”), all of the Commissioners being present necessary to constitute a quorum for the transaction of business; further, that such meeting was called in compliance with all applicable laws and the requirements of the charter of the Authority; that the Resolution does not conflict with the charter of the Authority, nor has the Resolution been in any way altered, amended, or repealed, and that it is in full force and effect, unrevoked and unrescinded, as of this day, and has been entered upon the regular minute book of the Authority, as of the aforementioned date, and that the Board of Commissioners of the Authority has, and at the time of adoption of the Resolution, had, full power and lawful authority to adopt the Resolution and to confer the powers thereby granted to the Authorized Officer(s) therein named who has (have) full power and lawful authority to exercise the same.

Ashlea Boyer, Chairman

Attest:

Scott Collins, Secretary

Dated: January 11, 2024

RESOLUTION NO. 6 (2024 SERIES)

RESOLUTION TO GUARANTY AND GRANT SECURITY

(HOUSING AUTHORITY OF THE CITY OF SAN LUIS OBISPO)

Borrower: ORCUTT ROAD, LP
c/o Housing Authority of San Luis Obispo
487 Leff Street
San Luis Obispo, California 93401

Lender: BANNER BANK
5930 Granite Lake Drive
Suite 170
Granite Bay, California 95748
Attention: Waheed Karim
Loan No. 14018429

Guarantor: HOUSING AUTHORITY OF THE
CITY OF SAN LUIS OBISPO
487 Leff Street
San Luis Obispo, California 93401

Date: January 11, 2024

I, THE UNDERSIGNED CHAIRMAN OF THE HOUSING AUTHORITY OF THE CITY OF SAN LUIS OBISPO, A PUBLIC BODY, CORPORATE AND POLITIC (the “Guarantor”), HEREBY CERTIFY that the Guarantor is organized and existing under and by virtue of the laws of the State of California, with its principal office at 487 Leff Street, San Luis Obispo, California 93401, and is duly authorized to transact business in the State of California.

WE FURTHER CERTIFY that at a meeting of the Board of Commissioners of the Guarantor (or by other duly authorized corporate action in lieu of a meeting), duly and regularly called and held on January 11, 2024, at which a quorum was present and voting, the following resolutions were unanimously adopted:

BE IT RESOLVED, that the following named officers, or any one of them, of the Guarantor, whose actual signature is shown below:

<u>NAME</u>	<u>POSITION</u>	<u>ACTUAL SIGNATURE</u>
Scott Collins	Executive Director	_____
Ken Litzinger	Director of Finance	_____
Clover Robinson	Deputy Director of Finance	_____

acting for and on behalf of the Guarantor are authorized individually and empowered in the name of the Guarantor:

Guaranty. To guaranty or act as surety for loans or other financial accommodations to ORCUTT ROAD, LP, a California limited partnership (“**Borrower**”), from BANNER BANK (“**Lender**”) on such guaranty or surety terms as may be agreed upon between the officers of this Guarantor and Lender and in such sum or sums of money as their judgment should be guaranteed or assured (the “**Guaranty**”), including but not limited to that certain Promissory Note dated _____, 2024, from Borrower to Lender in the original principal sum of Twelve Million and No/100 Dollars (\$12,000,000). The Guarantor represents to Lender that it is benefitted by the granting of any such loans to Borrower.

Grant Security. To mortgage, pledge, hypothecate, assign, or otherwise encumber and deliver to Lender as security any property belonging to the Guarantor or in which the Guarantor may have an interest, real, personal, or mixed. Such property may be mortgaged, pledged, hypothecated, assigned, or encumbered at the time such loans are made or such indebtedness is incurred, or at any time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, hypothecated, or encumbered. The provisions of these Resolutions authorizing or relating to the pledge, mortgage, hypothecation, granting of a security interest in, assignment of, or in any way encumbering, the assets of the Guarantor shall include, without limitation, doing so in order to lend collateral security for the indebtedness, now or hereafter existing, and of any nature whatsoever, of Borrower to Lender. The Guarantor has considered the value to itself of lending collateral in support of such indebtedness, and the Guarantor represents to Lender that the Guarantor is benefitted by doing so.

Execute Security Documents. To execute and deliver to Lender the form of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements, and financing statements which may be submitted by Lender, and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, of any kind or nature, which may be necessary or proper in connection with or pertaining to the giving of liens and encumbrances.

Further Acts. To do and perform such other acts and things and to execute and deliver such other documents as may in their discretion be deemed reasonably necessary or proper in order to carry into effect any of the provisions of these Resolutions.

BE IT FURTHER RESOLVED, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved, that these Resolutions shall remain in full force and effect and Lender may rely on these Resolutions until written notice of their revocation shall have been delivered to and received by Lender. Any such notice shall not affect any of the Guarantor's agreements or commitments in effect at the time notice is given.

NOTICES TO LENDER. The Guarantor will notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Guarantor's name, (B) change in the Guarantor's assumed business name(s), (C) change in the management or in the managers of the Guarantor, (D) change in the authorized signer(s), (E) change in the Guarantor's principal office address, (F) conversion of the Guarantor to a new or different type of business entity, or (G) change in any other aspect of the Guarantor that directly or indirectly relates to any agreements between the Guarantor and Lender. No change in the Guarantor's name will take effect until after Lender has been notified.

CERTIFICATION CONCERNING RESOLUTIONS. This Resolution now stands of record on the books of the Guarantor, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

WE FURTHER CERTIFY that the person named above is an officer of the Guarantor and occupies the position set opposite his/her name; that the foregoing Resolutions now stand of record on the books of the Guarantor; and that the Resolutions are in full force and effect and have not been modified or revoked in any manner whatsoever.

IN TESTIMONY WHEREOF, I have hereunto set my hand as of the date and year first above written.

On motion of Commissioner
and on the following roll call votes:

, seconded by Commissioner ,

AYES:
NOES:
ABSENT:
ABSTAINED:

The foregoing Resolution was duly adopted and passed this 11th day of January, 2024.

ASHLEA BOYER, CHAIRMAN

SEAL:

ATTEST:

SCOTT COLLINS, SECRETARY