

AFFORDABLE HOUSING LOAN AGREEMENT

by and between

THE CITY OF OKLAHOMA CITY, an Oklahoma municipal corporation,

and

CROSSROADS AT NE GRAND BLVD., LP, an Oklahoma limited partnership

This Affordable Housing Loan Agreement (“Agreement”) is made and entered into between The City of Oklahoma City, hereinafter called “The City,” or “City,” having its principal place of business at 200 North Walker Avenue, Oklahoma City, Oklahoma 73102, and Crossroads at NE Grand Blvd., LP, hereinafter called “Developer,” or “Contractor,” having its principal place of business at 3556 S. Culpepper Circle, Suite 4, Springfield, Missouri 65804.

WITNESS:

WHEREAS, The City of Oklahoma City is an Oklahoma municipal corporation operating under a City Charter and the laws of the State of Oklahoma; and

WHEREAS, the City has received a federal allocation of Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) provided under the American Rescue Plan Act of 2021 (“ARPA”), and said allocation is intended to provide support to the City in responding to and containing the impact of the COVID-19 public health emergency on the City’s communities, residents, and businesses; and

WHEREAS, the City Council of The City of Oklahoma City (“City Council”) has adopted a plan for the use of the City’s SLFRF allocation; and

WHEREAS, the City Council’s SLFRF plan includes a category to fund programs and projects that directly address the negative economic impacts of the COVID-19 public health emergency, and a subcategory allocation of \$8,250,000 has been designated by the City Council for the support of affordable housing in Oklahoma City; and

WHEREAS, on July 19, 2022, the City Council authorized the City’s issuance of a Request for Proposals (“RFP”) for the construction or rehabilitation of housing in Oklahoma City to serve special needs populations and/or households earning under sixty percent (60%) of Area Median Income (“AMI”); and

WHEREAS, on August 3, 2022, the City issued Addendum No. 1 to the RFP to incorporate newly issued federal guidance relating to the use of SLFRF for affordable housing; and

WHEREAS, on September 28, 2022, the City received responses to its RFP; and

WHEREAS, a selection committee reviewed and evaluated the responses; and

WHEREAS, the Developer represented itself, both in its response (“Proposal”) and its interview (“Interview”), as an expert in the field of affordable housing development with skilled professionals willing, able, and capable of timely providing the services requested and required by the City in the RFP; and

WHEREAS, based upon the representations, guarantees, and warranties expressed by the Developer, both in the Proposal and the Interview, the selection committee has recommended the Developer; and

WHEREAS, Developer has proposed to construct the *Crossroads at NE Grand Blvd.* affordable housing project on a parcel of land located at 2115 N.E. Grand Blvd., Oklahoma City, Oklahoma, which property has been vacant and under-utilized for decades; and

WHEREAS, the Developer has proposed and is committed to construct a 56-unit multi-family apartment complex with an estimated total project cost of approximately \$14.8 million and has agreed to include within that complex 56 affordable housing units and other amenities, including a community building and paved surface parking; and

WHEREAS, the *Crossroads at NE Grand Blvd.* affordable housing project consists of constructing a 56-unit multi-family apartment complex in conformance with the affordable housing requirements described herein; and

WHEREAS, City staff has engaged in negotiations with Developer and negotiated this Agreement for consideration by the City Council; and

WHEREAS, Developer is willing and capable of carrying out the responsibilities contemplated and implied under the SLFRF, deems it desirable to enter into agreement with the City, and commits to providing housing for low- and moderate-income individuals and families under the Terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations herein set forth, the parties hereby covenant and agree with each other as follows:

ARTICLE I. DEFINITIONS

Unless specifically provided otherwise or the context otherwise requires, when in this Loan Agreement:

- 1.1. **"Affordability Requirements"** means the housing assisted with funds from this Loan Agreement must meet the Affordability Requirements of this Agreement and must adhere to terms of the Declaration of Affordability Requirements approved by City and filed by Developer as a requirement to receive funds under this Agreement.
- 1.2. **"Agreement"** means this *Crossroads at NE Grand Blvd.* Affordable Housing Loan Agreement, as the same may be amended, modified, and in effect from time to time, pursuant to the terms of this Agreement.
- 1.3. **"Appropriate Draw Request"** means a complete and accurate invoice submitted to City by the appropriate representative of the Developer using the procedures described in Article V Section 5.3. and Schedule "C" of this Agreement, as applicable.
- 1.4. **"Area Median Income"** means the midpoint of the region's income distribution as established by the U.S Department of Housing and Urban Development ("HUD") for Oklahoma City for purposes of setting income limits that determine eligibility for assisted/affordable housing programs.

- 1.5. “ARPA” means the American Rescue Plan Act of 2021, Public Law 117-2, which established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program.
- 1.6. “SLFRF Funds” means the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program funds provided to the City under the American Rescue Plan Act of 2021, which funds are subsequently provided to Developer by the City pursuant to this Agreement and that explicitly exclude any HOME funding sources authorized by, through, or on behalf of HUD.
- 1.7. “SLFRF Project” means the activities eligible under SLFRF Regulations at 31 CFR Part 35, limited to the acquisition, development, and/or rehabilitation of low-moderate-income housing and certain eligible site improvements in support of development of low- or moderate-income housing.
- 1.8. “SLFRF Regulation(s)” means the ARPA Coronavirus State and Local Fiscal Recovery Funds Regulations at 31 CFR Part 35, with guidance as provided.
- 1.9. “Declaration of Affordability Requirements” means the mechanism provided by the City and executed and filed of record by Developer in favor of City to ensure units assisted with SLFRF Funds meet the Affordability Requirements for not less than the applicable period specified in this Agreement.
- 1.10. “Force Majeure.” Developer shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to the City, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, or causes beyond Developer’s reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities. A Force Majeure event does not include an act of gross negligence or intentional wrongdoing by the Developer. If the Developer claims a Force Majeure event, Developer shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Developer shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. Developer shall notify the City in writing (“Notice of Force Majeure Event”) as soon as reasonably practicable specifying the cause of the event, the scope of commitments under the Agreement affected by the event, and a good faith estimate of the time required to restore full performance. Except for those commitments identified in the Notice of Force Majeure Event, the Developer shall not be relieved of its responsibility to fully perform as to all other commitments in the Agreement.
- 1.11. “Funds” or “Loan Funds” collectively means SLFRF Funds provided to Developer by City pursuant to the terms of this Agreement.
- 1.12. “HUD” means the United States Department of Housing and Urban Development.
- 1.13. “Initial Project Completion” means development and/or rehabilitation of the respective Project is completed and Developer has submitted to the City the initial rent roll (though there is no requirement that the Project be fully occupied or “leased up”), along with copies of certain beneficiary information required by the SLFRF Program, which information shall be provided by

Developer to the City in a manner and format satisfactory to the City. Initial Project Completion shall occur by March 31, 2026, subject to Force Majeure.

- 1.14. “Loan Documents” means this Loan Agreement, Mortgage(s), Promissory Note(s) and any other instrument executed as security for the indebtedness or compliance evidenced thereby.
- 1.15. “Low- and Moderate-Income Persons” or “Low- and Moderate-Income Households” means for the purposes herein, such persons or households with incomes less than 65% of the area median income limits annually set for the Oklahoma City metropolitan statistical area by HUD, and adjusted by household size.
- 1.16. “Mortgage” or “Mortgage(s)” means the instrument(s) executed by Developer in favor of the City evidencing the loan and security for the Loan.
- 1.17. “Period of Compliance” is the period of time from Initial Project Completion that the SLFRF Project must maintain the Public Benefit Requirement as herein below defined. For purposes of this Agreement, the Period of Compliance for this SLFRF Project is forty (40) years.
- 1.18. “Project” means the SLFRF Project funded under this Agreement. The Project’s description has been summarized within this Agreement. Developer’s Proposal, which is hereby incorporated by reference as though fully set forth herein, provides a more comprehensive description of the Project. Deviations from Developer’s Proposal shall be allowed, subject to approval by the Project Manager.
- 1.19. “Project Activities” means the components of the Projects applied for by Developer and approved by City identified in Schedule “A” and which are eligible for funding under the Federal regulations and this Agreement.
- 1.20. “Project Manager,” unless otherwise indicated, means the City Manager, or other specifically named designee of the City Manager. The City Manager shall inform Developer of any change in the designate by correspondence or email, and may change said designation without prior notice.
- 1.21. “Project Site” means the real property on which the Projects take place as described in Schedule “A” to this Agreement.
- 1.22. “Public Benefit Requirement” means that individuals benefitting from the Project shall be determined to be Low- or Moderate-Income Persons or Households as defined herein.
- 1.23. “Regulations” collectively means ARPA and/or SLFRF Regulations as herein defined as well as any applicable cross cutting regulations.
- 1.24. “SLFRF” means the Coronavirus State and Local Fiscal Recovery Funds established by the American Rescue Plan Act of 2021 (“ARPA”).
- 1.25. “Total SLFRF Project Costs” means all costs incurred by Developer to acquire, construct, and/or rehabilitate the Project to which SLFRF Funds have been budgeted as a part of the complete housing Project.

ARTICLE II. GENERAL PROVISIONS

- 2.1. Duration of Agreement. The term of this Agreement begins on the date of its approval by the City Council of The City of Oklahoma City and extends forty (40) years from the date of Initial Project Completion as defined by this Agreement. Provisions of this Agreement subject to any Federal or State requirements shall remain in effect for the applicable Federal or State period.
- 2.2. Duration of Affordability. The term of the Affordability Period established by this Agreement is forty (40) years from the date of Initial Project Completion as so defined by this Agreement.
- 2.3. Project Description. The Project consists of the construction of a 56-unit multi-family residential complex, with amenities to include a community building and surface parking, all of which will be affordable housing units meeting the affordable housing criteria set forth in this Agreement. The apartment complex may contain some commercial or community space but will primarily be a multi-family residential complex. The Developer has estimated that it will invest approximately \$14.8 million in land acquisition and in the construction of the residential apartment complex with surface parking.
- 2.4. Scope of Work. The Developer will undertake and complete the activities described in the Scope of Work Schedule "A," attached hereto, and incorporated as a part hereof by reference. Schedule "B," also attached hereto and incorporated as a part hereof by reference, contains Miscellaneous Provisions.
- 2.5. Funding. In exchange for the services and products to be provided under this Agreement, the City shall allocate SLFRF for the purposes set forth in this Agreement, and from no other source; provided however, that funds provided by the City shall not exceed Nine Hundred Thousand Dollars (\$900,000). Developer has the right to receive such Funds from City only pursuant to the terms and conditions of this Agreement.
- 2.6. Apportionment of Funds. SLFRF Funds shall be drawn in proportion to other funds involved in the respective Project, or on a percentage of Project completion. An example and more detailed description of form and format for draw requirements is provided in Schedule "B" to this Agreement.
- 2.7. Term, Rate and Conditions. This shall be a no-interest, partially deferred loan, subject to Low- and Moderate-Income Persons Provisions contained in Article VII of this Agreement.
- 2.8. Loan Documentation Security. The Loan is evidenced by this Loan Agreement and shall be secured by a Mortgage on the real property, structures, and improvements, which constitute the Project, assisted with Funds under this Agreement, affixed to the Project Site. The Mortgage(s) shall be in a form and substance acceptable to City and shall be filed of record by Developer upon approval of City at the office of the Oklahoma County Clerk. The Loan shall be subject to any additional subordination required under Section 10.4.
- 2.9. Demand/Call Provision. Besides any other remedies that may be available to City under any of the Loan Documents, City may call the Loan immediately due and payable at any time during the term of the Loan if:
- a. There occurs an Event of Default as defined in Article VI under this Agreement or any of the Loan Documents, which is not cured within the applicable period.

- b. Developer conveys, sells, transfers, or assigns all or any substantial part of the Project or Project Site(s), whether voluntarily or involuntarily, or by the operation at law without the prior written consent of City. Execution of the releases of the Mortgage(s) and any other security instrument filed of record pursuant to this Loan Agreement shall constitute written consent.
- 2.10. Timely Completion. Initial Project Completion shall occur by **March 31, 2026**, subject to automatic extensions for any delays resulting from Force Majeure. If Developer does not achieve Initial Project Completion by this date, Developer shall be required to repay all funds and the Agreement shall be terminated, unless the City provides an extension in writing. All invoices for work completed during the term of the Agreement shall be submitted to City no later than June 30, 2026.
- 2.11. The Developer's partners may transfer or assign in whole or in part their partnership interests in the Company subject to the terms and conditions of the applicable partnership agreement without prior notice given or approval of the City required.

ARTICLE III. DEVELOPER'S REPRESENTATIONS AND WARRANTIES

In order to induce City to make the Loan, Developer represents and warrants the following information as true and correct to the best of Developer's actual knowledge in all material respects as of the date of execution hereof, which shall survive the execution and delivery of this Loan Agreement and the other Loan Documents as follows:

- 3.1. Organization of Developer; Authority to Enter into Agreement. Developer is an Oklahoma limited partnership duly formed, validly in existence and in good standing under the laws of the State of Oklahoma. Developer has the right and power to occupy the Project Site(s), and to develop the Project thereon. Developer has full power and authority to enter into this Agreement, to borrow money as contemplated and to execute and carry out the provisions of the Loan Documents. All necessary directors of the corporation have duly authorized the execution, delivery, and performance of the Loan Documents and no other action of Developer is required for the execution, delivery, and performance of the Loan Documents. This Loan Agreement, the Mortgage(s), and all other Loan Documents executed and delivered under this Loan Agreement constitute valid and binding obligations of Developer, each enforceable under their respective terms. Developer certifies by execution of this Agreement that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 3.2. Financial Statements. Any financial statements delivered to City in connection with the Loan or the application on behalf of Developer are true and correct, have been prepared in accordance with generally accepted accounting principles consistently applied, fairly represent the respective financial conditions of the subjects thereof as of the dates thereof and for the periods covered, and no materially adverse change has occurred in the financial conditions presented therein since the execution of the Loan Documents. Developer has a duty to immediately notify City of any material change in its financial condition for so long as the Loan Documents remain in effect.

- 3.3. No Litigation. As of the date of execution of the Loan Documents, Developer represents that there are no actions, suits or proceedings pending, or threatened against or affecting the Developer, the Project Site(s) or the Project in any court at law or in equity, or before or by any governmental or municipal authority which might have a materially adverse effect on the ability of Developer to perform its obligations under any of the Loan Documents to which Developer is a party.
- 3.4. Project Timing.
- 3.4.1. Developer shall:
- a. **commence the Project no later than September 30, 2023;** commence means to obtain necessary permits to begin the scheduled work and to actually begin the work. All appropriate permits must be obtained prior to beginning construction; and
 - b. initial Project completion to be completed on or before **March 31, 2026; and**
 - c. complete the Project with diligence and continuity using skill appropriate to the task and fully draw all eligible SLFRF funds **no later than June 30, 2026; and**
 - d. evidence that the housing units are occupied for the purpose intended with eligible low- or moderate-income tenants **no later than September 30, 2026; and**
 - e. obtain a one (1) year builder's warranty against defects in the construction or systems installed.
- 3.4.2. If Developer fails to comply with the activity requirements in Section 3.4.1, hereinabove, Developer shall be in Default of this Agreement **and shall be required to pay back all funds drawn upon demand of City.**
- 3.4.3. Notwithstanding the foregoing deadlines, in the event Developer's failure to meet such deadlines is the result of Force Majeure, acts of God or other occurrences outside the control of Developer, including, without limitation, any governmental agencies' delay or failure to perform, Developer shall be afforded a reasonable extension of time beyond such deadline to account for such occurrence.
- 3.5. Use of Funds. Funds advanced by City to Developer under this Agreement and Mortgage(s) shall be used to pay for SLFRF eligible affordable housing costs *and for no other purpose.*
- 3.6. Housing Opportunities. City relies upon representations made by Developer that the Project will allow Developer to develop dwelling units that will be occupied by low- and moderate-income persons or households. By its execution of the Loan Documents, Developer acknowledges its representations pertaining to the development of dwelling unit(s) to be occupied by low- and moderate-income persons or households as defined herein.
- 3.7. Covenants, Zoning and Codes. To Developer's best knowledge, Developer has complied and will continue to comply with all applicable laws, environmental statutes, codes and regulations; all permits, consents, approvals or authorization by, or registrations, declarations, withholding of objections or filings with any governmental body necessary for the valid execution, delivery and performance of the Loan Documents, or necessary to develop the Project, have been obtained, are valid, adequate and in full force and effect or will be obtained prior to the commencement of any

development activities for which a permit, consent, approval or authorization is necessary. Developer also assures that development of the Project will conform to and comply with all covenants, conditions, restrictions, and reservations affecting the Project Site, and with all applicable zoning, environmental protections, use and building codes, laws, regulations, and ordinances.

- 3.8. Compliance with Documents. As of the date hereof and for so long as the Loan Documents remain in effect, Developer is and will remain in full compliance with all of the representations and warranties and terms and conditions of the Loan Documents, and no Event of Default has or shall have occurred and be continuing, which, with the lapse of time for giving notice, would constitute such an Event of Default under the foregoing.
- 3.9. Sale and/or Conveyance of the Project(s). It is expressly understood and agreed by Developer that the Project Site shall not be conveyed, sold, or transferred without prior written consent of the City, which shall not be unreasonably withheld, conditioned, or delayed. Execution of releases by the City of the Mortgage(s) and Declaration of Affordability Requirements shall constitute written consent.
- 3.10. Property Standards. Construction/rehabilitation shall comply with applicable statutes, codes, and ordinances for the type of construction/rehabilitation work contemplated. Regarding standards for housing construction/rehabilitation, after construction/rehabilitation SLFRF units must meet state and local codes or policies for existing dwelling units, and at minimum, meet the property standards established by HUD for housing that is decent, safe, sanitary, in good repair and sustainable, pursuant to 24 CFR 5.703. Developer shall maintain the physical quality of the Project throughout the compliance period to ensure the Project meets all State and local health, safety and other applicable codes, ordinances, and property standard requirements.

ARTICLE IV. EXECUTION AND CONDITIONS

- 4.1. Closing. Execution of the Loan and the Loan Documents by both parties subject to this Loan Agreement shall serve as an informal loan closing, unless counsel for the parties agree in writing to a location, date, and time for a formal loan closing.
- 4.2. Conditions Precedent to Closing. City's obligation to enter into and perform its duties under this Agreement or the Loan Documents shall be to the full and complete satisfaction of the following conditions:
 - 4.2.1. Documents. City shall have reviewed and approved of each of the following documents which shall be duly authorized, executed (and where appropriate, acknowledged), and all delivered by the parties thereto: this Loan Agreement, the Mortgage(s), and the Declaration of Affordability Requirements.
 - 4.2.2. Evidence of Authority. City shall, upon written request, receive evidence satisfactory to it that Developer and the persons signing for Developer have the capacity and authority to execute and deliver the Loan Documents for Developer.
 - 4.2.3. Property Insurance. Developer shall furnish City, at Developer's cost and expense, with evidence of builder's risk or comparable property insurance which indemnifies Developer

against damage or theft to buildings while they are under construction using funds provided by this Agreement. The policy shall contain coverage that protects against physical loss or damage to the building, materials, fixtures and/or equipment being used in rehabilitating/constructing the Project. Following construction and throughout the 40-year compliance period, Developer shall maintain property insurance in an amount satisfactory to City for all property purchased with SLFRF Funds, naming the City as co-insured. Developer shall provide a Certificate of Insurance to City reflecting this information.

- 4.2.4. Liability Insurance. Developer shall, for so long as the Loan Documents remain in effect, at its own cost and expense, carry and maintain general public liability insurance against claims for bodily injury, personal injury, death, or damage occurring, arising out of or in connection with the occupancy of the Project. The limits of liability insurance shall not be less than One Million Dollars (\$1,000,000) combined single limit personal injury and property damage insurance or aggregate insurance in a total amount sufficient to cover damages to the Project property. The insurance required above shall be issued by an insurance company or companies authorized to do business within Oklahoma. City shall be named as an additional insured on all such policies, and any such policy or policies shall be primary to any other valid and collectible insurance. Developer shall provide City with policies of property damage and public liability insurance upon request.

ARTICLE V. CONDITIONS PRECEDENT TO FUND ADVANCES

- 5.1. Conditions Precedent to Initial Draw of Funds. City's obligation to pay Funds is subject to Developer submitting the required forms and in the required format attached hereto as Schedule "C" and to Developer's compliance with the terms of Article III above, and said obligation is subject to City's receipt of the following documents and satisfaction of the following conditions precedent:
- 5.1.1. Receipt by City of any other documents and assurances as it may reasonably request, which are required by any Federal, state, or county regulatory agency which requests City to provide such documents or assurances.
 - 5.1.2. City shall have received and have in its possession sufficient Funds to fund the draw request of Developer.
 - 5.1.3. No condition of subsequent payments as set forth in Section 5.2, below, shall be breached regarding the first payment.
 - 5.1.4. Receipt by City of an Appropriate Draw Request covering the sum(s) to be paid, which sum shall be in proportion to other funds secured for the Project completion; and
 - 5.1.5. Developer shall submit documents satisfactory to City including a final detailed budget, and scope of work.
 - 5.1.6. Before any funds are drawn, Developer shall file instruments approved by City at the office of the Oklahoma County Clerk to secure City's financial and affordability interest in the Project and provide proof thereof to City.

- 5.1.7. Developer shall register itself in the System for Award Management (SAM) at www.sam.gov and furnish a copy of Developer's Unique Identification Number (UIN) number prior to any draw of funds under this Agreement.
- 5.2. Conditions Precedent to Subsequent Draws. Besides compliance with the condition's precedent in Article IV and Section 5.1, City's obligation to make any payment of Funds after the initial payment shall be subject to satisfaction of the following conditions and in the required format attached hereto as Schedule "C."
- 5.2.1. Developer shall fully comply and shall not be in default of any the Loan Documents.
- 5.2.2. The Project Site shall not have been materially damaged, destroyed, condemned, or threatened with condemnation unless Developer shows to City's reasonable satisfaction that the Projects will be timely completed under this Agreement; and
- 5.2.3. No order or notice shall have been made by, or received from, any governmental agency having jurisdiction, stating the development of the Projects materially violates any law, ordinance, code, or regulation affecting the Projects or the Project Site unless the matter has been corrected to the satisfaction of the issuing agency.
- 5.3. Developer's Draw Requests. Funds shall be released for eligible costs and expenses, or as may be approved by City. Eligible costs are those that shall be included in the final, line-item detailed sources and uses budget submitted by Developer and approved by City staff. Developer acknowledges that it has no right to the Funds other than to have them disbursed by City in accordance with the terms of this Agreement, in accordance with the approved budget, and in conformance with the Regulations. Developer shall submit invoices requesting SLFRF funds as a proportional share of other public or private funds dedicated to the Project, or on a percentage of Project completion. Any developer fee approved in the final budget to be paid with SFLRF Funds under this Agreement shall only be paid upon completion of the Project construction. Completion shall mean all work has passed final City inspection.

ARTICLE VI. DEVELOPER LOAN COVENANTS

Throughout the term of this Agreement, and for so long as Loan Documents remain in effect, and until the Loan is fully paid or the terms otherwise satisfied, Developer covenants and agrees:

- 6.1. General. After the date hereof and for so long as any amount remains unpaid on the Mortgage(s), or for so long as any commitment exists to extend credit, or for so long as the Loan Documents remain in effect, Developer covenants and agrees it will:
- 6.1.1. Promptly pay the amount owed when the same becomes due.
- 6.1.2. Continuously maintain the dwelling unit(s) for the benefit of low- and moderate-income persons as contemplated in this Agreement.
- 6.1.3. Preserve and keep in force and effect its existence as a corporation in good standing in Oklahoma, and retain legal access to the Project Site.
- 6.1.4. Maintain, preserve, and keep the property and the Project Site and equipment thereon in

good repair, working order and condition and timely make all needed and proper repairs, renewals, replacements, and additions thereto, subject to normal wear and tear, so at all times the efficiency and habitability shall be fully preserved and maintained; and

- 6.1.5. Obtain and maintain the insurance required hereunder, and upon written request by City, Developer shall provide City with proof, satisfactory to City, that said insurance is in full force and effect.
- 6.2. Payment of Obligations. Developer shall pay all indebtedness, taxes and other obligations pertaining to the Projects or Project Site for which it is liable before they become delinquent.
- 6.3. Changes to Project. There shall be no material change to the originally approved design or budget of the Projects, without at least 30 days' notice by Developer to City and only after written approval of such change from the City is given, such approval not to be unreasonably withheld, conditioned, or delayed.
- 6.4. Compliance with Laws and Regulations. All work performed in connection with Developer's development of the Project(s) and Developer's use of the proceeds of the Loan shall comply with all applicable laws, ordinances, rules, and regulations of Federal, state, county or municipal governments or agencies. Developer shall comply with all cross-cutting requirements applicable to the use of Funds on the Project with particular attention to the following:
 - 6.4.1. Civil Rights and Non-discrimination. Title VI of the Civil Rights Act, as amended by Public Law 102-166-NOV. 21-1991, 105 STAT, 1075; Oklahoma Fair Housing Law § 25-1451 through § 25-1453 and Chapter 25 Article III § 25-39 of the Oklahoma City Municipal Code, 2020, as amended, No person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of age, familial status, disability, race, color, religion, sex, sexual orientation, gender identity, creed, ancestry or national origin. Developer shall maintain complete records of all applicants for housing, and of disposition of such applications to assure compliance with this Section for four years from the end date of this Agreement. Developer further agrees to read, sign, execute, post, and adhere to and include in any subcontracts, the provisions of the Non-Discrimination certificate attached as Schedule "D" to this Agreement.
 - 6.4.2. Equal Employment Opportunity. The Developer agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and Executive Order 13672, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).
 - 6.4.3. VAWA. The Developer shall ensure that core statutory protections of the Violence Against Women Reauthorization Act (VAWA) of 2013 apply to applicants and tenants of the Project regardless of sex, gender identity, or sexual orientation.
- 6.5. Inspections. City and its designee or representatives shall have the right at all reasonable times during regular business hours with at least 24 hours prior notice (and at any time in the event of an emergency) to enter upon the Project Site and inspect the Project(s) to determine that the same is in conformity with this Agreement, and all laws, ordinances, rules, and regulations applicable to the Project and Developer's use of the Loan Funds. City and its designee or representatives shall have the right to inspect Developer's books and records relating solely to the Project and Developer's use of the Loan Funds. Developer shall permit City and its designee or representatives

to examine and copy all books, records and other papers relating to the Project and Developer's use of the Loan Funds to ensure Developer's compliance with the applicable regulations.

- 6.6. Audits. Under Federal regulations at 2 CFR 200.501, non-Federal entities that expend in aggregate \$750,000 or more in Federal awards in any year shall have a single or program audit conducted by a public accountant, which meets the general standards specified in generally accepted government auditing standards (GAGAS).
- 6.7. Notification to City of Litigation or Complaints. Developer shall immediately notify City in writing of all proceedings, litigation or claims which may adversely affect Developer's rights or any part of the Project or Project Site, and of all complaints or charges made by any governmental authority affecting the Project, Project Site, or Developer which may require material changes in the development of the Project or use of the dwelling(s) constructed.
- 6.8. Incidence of Loss. Developer shall notify City immediately upon any incidence of loss or damage to the property, materials or equipment related to the Project. Risk of loss shall be upon Developer and shall be covered by requirements of Article III. Any incidence of damage or loss to properties purchased, developed, or rehabilitated with funds under this Agreement shall be reported to the Oklahoma City Police Department immediately and a copy of the police report shall be submitted to City within five (5) business days from the incident of loss or damage.
- 6.9. Indemnify City. Developer shall indemnify and hold City, its elected and appointed officials, and any employees, harmless from all claims and actions of any person or entity against City caused by any acts of omissions of Developer and arising out of or connected with the Loan Documents, the Project Site and/or Project development or arising out of Developer's breach of this Loan Agreement, including the cost of defense using counsel approved by City. Notwithstanding anything contained herein to the contrary, the foregoing indemnification given by Developer to City shall not be effective or enforceable against Developer unless, 1) City gives Developer written notice of any such claims or actions of said person or entity made against City within ten (10) working days of City's written notice of such claims or actions, and 2) City does not commence or enter into any settlements or negotiations of settlement with any person or entity relating to the matters covered by Developer's indemnification without Developer's prior written consent. If Developer fails to defend or perform its obligations under this indemnification within ten (10) days after written request by City, City may settle, commence, appear in, or defend any action or proceeding purporting to affect the rights, duties, or liabilities of the parties to the Loan Documents, or the Project Site or the Project and Developer shall pay all of City's costs and expense incurred on demand. This section shall survive execution, delivery, and performance of the Loan Documents. Notwithstanding the foregoing, this indemnification shall not apply to any claims, actions, or liabilities arising out of the gross negligence or willful misconduct of the City or any of its employees, representatives, designees, or agents.
- 6.10. Further Assistance. Developer shall, upon request of City, take or cause to be taken any action, execute, acknowledge, deliver, or record any further documents, opinion, or other instruments or obtain such additional insurance as City is required to do or obtain by other Federal, state or county regulatory agency or which City feels are required to carry out the intent of the Treasury, City and Developer under the Loan Documents. Upon the nonoccurrence of any of the foregoing, City may declare an Event of Default and exercise its rights and remedies under Article VI here below.
- 6.11. Developer Status. Developer agrees to conduct itself in a manner consistent with such Developer status and agrees that it will neither hold itself out as nor claim to be an officer, employee, or agent of the City by reason of this Agreement, and that it will not by reason of this Agreement make any

claim, demand, or application for any right or privilege applicable to an officer, employee, or agent of the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement benefit or credit.

ARTICLE VII. DEFAULT AND REMEDIES

- 7.1. Event of Default. The occurrence and continuation of any of the following events, subject to any applicable notice or grace period, and failure to cure within stated periods shall constitute an Event of Default:
- 7.1.1. Failure of assisted units to qualify as affordable housing throughout the affordability period, as defined in the Definitions section and in the Recitals above, except as may result from any false or misleading qualifying information provided by tenant or changes in HUD's annual income determination that may not be immediately corrected due to the terms of existing Leases.
 - 7.1.2. Any default by Developer in the repayment of any indebtedness owed to City under the Loan Documents for any purpose or reason without the prior consent of the City, which is not paid in full within thirty (30) days from the date the debt is due and payable.
 - 7.1.3. Any material breach by Developer of the non-monetary representations, warranties, covenants, and conditions of this Agreement (except as to any breach in Labor conditions) or the Loan Documents, shall be cured by Developer to City's reasonable satisfaction within sixty (60) days from the receipt of written notice thereof. If a non-monetary breach or default by Developer occurs that is outside of the control of Developer and which cannot be cured within said sixty (60) days, Developer shall have commenced to cure its breach or default within said sixty (60) days and thereafter diligently proceed to cure its breach or default. Notwithstanding anything to the contrary herein, any failure by Developer to adhere to any laws, ordinances, rules, or regulations applicable to the Project, the Project Site or Developer's use of the Loan Funds not timely cured shall constitute an Event of Default.
 - 7.1.4. Any written representation, warranty or disclosure made to City by Developer which proves to be materially false or misleading as of the date when made.
 - 7.1.5. Any material deviation in carrying out the Project without the prior written approval of City that is not corrected within thirty (30) days after receipt of written notice from City to Developer.
 - 7.1.6. Filing a petition in bankruptcy or for reorganization under any bankruptcy or insolvency law by or against Developer or filing an application for a receiver or trustee for all or a portion of the Project or the Project Site, which is not dismissed within ninety (90) days, or if Developer makes an assignment for the benefit of creditors or becomes insolvent or cannot pay its debts as they mature, or any attachment or execution is levied against all or a portion of the Project or the Project Site and is not discharged within ninety (90) days; and/or
 - 7.1.7. Failure by Developer to defend, indemnify and/or hold harmless City under Section 6.9 to this Loan Agreement, except to the extent arising out of the gross negligence or willful

misconduct of the City and/or its employees, representatives, agents, or designees.

7.2. Remedies. Upon the occurrence of an Event of Default and continuation beyond any applicable notice, grace, or cure periods, City may, besides any other remedies which City may have or under the Loan Documents or by law, at its option without prior demand or notice, take any or all of the following actions:

7.2.1. Immediately terminate any further advance of Loan Funds; and/or

7.2.2. Declare the Funds immediately due and commence collection proceedings against Developer, and/or foreclose the Mortgage(s).

All remedies of City provided for herein and in any other of the Loan Documents are cumulative and shall be in addition to all other rights and remedies provided by law. The exercise of any right or remedy by City shall not constitute a cure or waiver of default hereunder or under any other of the Loan Documents or invalidate any act done under any notice of default, or prejudice. The City in the exercise of any of its rights hereunder or under any other Loan Documents unless, in the exercise of said rights, shall realize all amounts owed to it.

ARTICLE VIII. LOW- AND MODERATE-INCOME PERSONS PROVISIONS

Funds under this Agreement are provided for the construction of a multi-family housing complex consisting of 56 units, parking, utilities, and site improvements to serve Low- and Moderate-Income Persons or households with income less than 65% AMI. More specifically, Developer has represented that 40% of the Project's units will be reserved for persons or households at or below 50% AMI; 60% of the Project's units will be reserved for persons or households at or below 60% AMI; and that eight (8) units will be subject to a U.S. Veteran's preference. The Project shall be reserved for this low- and moderate-income population for a minimum period of forty (40) years. Developer waives its right to enter into any Qualified Contract Process related to any affordability restrictions resulting from the receipt of tax credit financing through OHFA.

ARTICLE IX. LOAN REPAYMENT

This loan shall be repaid in accordance with the Loan Repayment Schedule attached as Schedule "H" hereto and incorporated herein by reference. Upon full repayment of the Loan, City shall release the Mortgage by filing a release with the office of the Oklahoma County Clerk.

ARTICLE X. COVENANTS

10.1. Affordability Requirements.

10.1.1. Throughout the Period of Compliance as hereinabove defined, units shall be occupied by Low- and Moderate- Income Persons or Households.

10.1.2. Developer shall ensure continued affordability through a Declaration of Affordability

Requirements, which shall be a covenant running with the land and shall, prior to first draw of funds, be filed of record in favor of the City, at Developer's expense, at the office of the Oklahoma County Clerk.

10.1.3. At the end of the Period of Compliance and assuming no Developer default occurs and remains, the City shall release by a written instrument in recordable form executed and acknowledged by the City upon the satisfaction of the SLFRF requirements and the terms of this Agreement.

10.2. Low- and Moderate-Income Persons. Throughout the Period of Compliance, designated/funded units shall consistently be occupied by Low- and Moderate-Income Persons or Households, defined as those with household incomes less than 65% of the average median income for our area as determined annually by HUD. Developer shall maintain documentation of income levels for households in those units that complies with either (i) the HUD Part 5 annual income determination method, as defined in 24 CFR § 5.609; or (ii) the Internal Revenue Service (IRS) adjusted gross income definition. Initial income verification must be based on review of reliable source documentation, such as wage statements.

10.3. Mortgage Requirement.

10.3.1. As security for the financial investment and certain performance requirements as defined herein, Developer at its own expense shall execute and file of record at the office of the Oklahoma County Clerk an instrument in favor of the City entitled: "Mortgage and Security Agreement" (hereafter, Mortgage), by which Developer shall pledge and mortgage the Project together with all improvements, easements, rights, and appurtenances.

10.3.2. The Mortgage(s) shall be released by the City by a written instrument in recordable form executed and acknowledged by the City upon successful completion of the SLFRF Requirements at the end of the 40-year compliance period.

10.4. Restriction Against Property Encumbrances. Developer is prohibited from obtaining additional mortgages or liens on the property or otherwise offering the property as collateral for any other purpose, unless prior written approval is received from the City. The City explicitly acknowledges that the Developer may obtain construction and permanent financing to construct the Project from institutional lenders and may also obtain additional equity investment from state and federal tax credit investors related to low-income housing tax credits authorized and issued through the Oklahoma Housing Finance Agency ("OHFA"). The City hereby provides its written approval of the senior construction loan from BOKF, NA (the "Senior Lender") to Developer. The City shall agree to subordinate its mortgage to those sources and their security interests, if required. Additionally, any mechanic's or materialman's lien shall be permitted to exist if the Developer is disputing such lien and has properly insured against or bonded over the lien and such lien shall not be used as a grounds for an Event of Default.

ARTICLE XI. ADDITIONAL REQUIREMENTS

11.1. Contracts and Subcontracts.

- 11.1.1. Developer may enter into contracts and subcontracts for necessary assistance in completing the scope of work that is the subject of this Agreement. Such contracts and subcontracts shall be in accordance with applicable law and regulations; and further, Developer shall be responsible for the work performed by such contractors and subcontractors and for all expenditures made under such contracts and subcontracts. Developer shall ensure, prior to entering into any contract utilizing SLFRF Funds, that the vendor, contractor or subcontractor is eligible to receive Federal contracts by searching the Federal database of debarred companies at www.sam.gov by vendor or subcontractor name and Unique Identifier Number (UINs) number, and Developer shall print and retain the results of the search in the Project/activity file. Developer shall not award contracts to any entity that is not listed as "active" on the SAM database. Developer shall adhere to requirements of Schedule "G" attached hereto concerning subcontract provisions for non-federal entity contracts under Federal awards.
- 11.1.2. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.2. Other Compliance Requirements.
- 11.2.1. Use of Funds. Funds provided by City under this Agreement shall be used by Developer for the purposes and objectives stated in the Scope of Work section of Schedule "A" of this Agreement, and for no other purpose(s).
- 11.2.2. Maintenance of Property. Developer shall require that the owners and managers of all facilities assisted with SLFRF Funds be maintained in compliance with local laws, codes and ordinances, and that the housing be maintained in accordance with the City's Housing Code requirements or minimum standards established by HUD, whichever is more stringent or as required by HUD, throughout the duration of this Agreement.
- 11.2.3. Reversion of Assets. Upon termination (not expiration with full compliance) of this Agreement, Developer shall remit to the City any SLFRF Funds on hand at the time of termination. In addition, in the case of Projects that are incomplete at time of termination, Developer shall return to the City all SLFRF Funds drawn on the Project.
- 11.3. Uniform Administrative Requirements. Developer shall comply with applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements of 2 CFR Part 200. Developer shall fully read 2 CFR Part 200, which requirements and principles apply to non-Federal entities that receive Federal awards.
- 11.4. UIN and CRR. Developer shall comply with requirements established by the Office of Management and Budget (OMB) concerning Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed.

Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

- 11.5. Reports. Developer shall furnish to City all reports required by the Treasury and such additional reports as may be necessary to comply with all applicable laws, regulations, guidelines, and conditions specified in this Agreement; and further, Developer shall provide any other reports deemed reasonably necessary by the City. The City, the Federal grant agency or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review Developer's performance and operation of the SLFRF Project to be performed under this Agreement; and in connection therewith, all of the above-mentioned entities shall have the right to inspect any and all records, books, documents, or papers of Developer and the subcontractors of Developer, for the purpose of making audit examination, excerpts and transcriptions.
- 11.5.1. Reporting of records kept under 24 CFR 570.506.
- 11.5.2. Developer shall submit to the City a completion report within ninety (90) calendar days of Initial Project Completion, which report shall include a summary of work completed and Total SLFRF Project Costs expended on the Project.
- 11.5.3. Developer shall submit to the City an annual compliance report on the anniversary date of this Agreement, providing the following information: The reports shall include the number of units rented, the rent being charged for each unit, the number of occupants in each unit and the age and work/school status of each occupant, along with the incomes of the tenants in each affordable housing unit. Documentation supporting tenant incomes shall be available and submitted to the City upon request.
- 11.5.4. If applicable, Developer shall provide an independent audit of all activities and funds including SLFRF activities and funds, each program year during the Project Period. Said audit shall be conducted in accordance with 2 CFR Part 200 Subpart F.
- 11.5.5. Developer shall keep adequate records of Project activity and shall submit timely Project activity and progress reports to the CITY upon request or as required by this Agreement. Payments on draw requests may be withheld until required reports are received.
- 11.6. Documentation Necessary for Required Assurances. Developer agrees to retain and maintain, throughout the compliance period, all records pertaining to its SLFRF funded activities, and all records necessary to document the income eligibility of clients and, or the appropriateness of the work, service, or benefits provided by Developer.
- 11.7. Lobbying Certification Required. Developer is prohibited from using any provided funds for lobbying, and shall execute a Lobbying Certification (Schedule "F") as an inclusion in this Agreement.
- 11.8. Conflict of Interest. No covered persons, including a member, officer, or employee of the City or Developer, or its designees or agents, no member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities regarding the program, or who can participate in a decision making process or gain inside information regarding activities, may obtain a financial interest or benefit from the assisted activity, or have a financial interest in any contract, subcontract, or agreement regarding such assisted activity, or regarding proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during his/her tenure or for one year thereafter, except as

outlined in Schedule "E", if applicable, which is incorporated as a part of this Agreement by reference. Developer shall immediately disclose an awareness of any perceived conflict of interest regarding this operating agreement. Developer agrees to abide by the provisions of 24 CFR 84.42 and 24 CFR 570.611.

- 11.9. Hold Harmless. Developer shall defend, indemnify, and save harmless the City from any and all damages, claims, and causes of action against said City for damages or injury to any person or property arising solely out of, or in connection with the negligent performance or negligent acts of Developer, its subcontractors, agents, or employees under the terms of this Agreement. In addition to the foregoing, Developer agrees to hold harmless the City from any liability arising from the claims of Developer's subcontractors or any others which Developer might employ or obtain services or materials from in connection with the performance of this Agreement. Notwithstanding the foregoing, no Hold Harmless shall apply to damages, claims, and causes of action arising out of the gross negligence or willful misconduct of the City, its employees, representatives, agents, or designees.
- 11.10. Termination. This Agreement incorporates the provisions of 24 CFR 200.338 pertaining to remedies for noncompliance with this Agreement. Under 24 CFR 200.339, this Agreement may be suspended or terminated before the expiration of the term by unanimous written agreement by the parties to this Agreement. The City may also unilaterally terminate or suspend this Agreement, in whole or in part when deemed to be in the best interest of the City to do so, upon a ten (10) day written notice from the City to Developer, when practical, for the following reasons:
- 11.10.1. Failure to comply with the material provisions of this Agreement resulting in an Event of Default exist and continuing beyond any applicable notice, grace, and cure period.
 - 11.10.2. Making unauthorized or improper use of Funds provided under this Agreement.
 - 11.10.3. Submission of an application, report or other documents pertaining to this Agreement which contains intentional misrepresentation of any material aspect.
 - 11.10.4. The carrying out of the Scope of Work or the objective of this Agreement is rendered impossible or illegal.
 - 11.10.5. Upon the determination of the City that the Agreement be suspended or terminated without cause.
 - 11.10.6. For the convenience of the City in accordance with 24 CFR 85.44.
 - 11.10.7. When SLFRF Funds are expended for Projects that are terminated before completion, for whatever reason, the SLFRF Funds that have been expended are ineligible and must be repaid by Developer to the City.
 - 11.10.8. Failure to materially comply with Covenants of Article VI of this Agreement, related to Developer's Covenants.

Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

11.11. Budget Policies. It is expressly understood by Developer that budget amounts, including individual budget line items, shall not be exceeded in any case. Developer may ask the City to consider budget revisions by submitting a written request for approval. It is expressly understood that Developer may not make change orders which would require an increase in the Funds provided in this Agreement.

11.12. Miscellaneous.

11.12.1. Should it become necessary to determine the meaning or otherwise interpret any word, phrase, or provision of this Agreement, or should the terms in any way be the subject of litigation in any court of law or equity, it is expressly agreed that the laws of the State of Oklahoma shall exclusively control same.

11.12.2. The parties hereto agree to bind themselves, their executors, administrators, trustees, successors, and assigns, all jointly and severally under this Agreement.

11.12.3. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement, and the exhibits attached thereto, set forth the entire understanding between the parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

11.12.4. Developer states it possesses experience, know-how, and ability in conducting and performing the conditions of this Agreement to successful completion of the Projects for the benefit of the intended clients and the CITY. Developer agrees to put forth its best efforts on behalf of the CITY and promises to adhere to good business and professional practices in prosecution and completion of this Agreement.

11.12.5. All references herein to statutes, ordinances, codes, and regulations shall include any amendments thereto adopted or put into effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties hereto set their hands.

[The remainder of this page is intentionally blank. Signature pages follows.]

[Signature Page for Crossroads at NE Grand Blvd., LP]

APPROVED by Crossroads at NE Grand Blvd., LP, an Oklahoma limited partnership, this ____ day of _____, 2023.

CROSSROADS AT NE GRAND BLVD., LP,
an Oklahoma limited partnership

By: Crossroads at NE Grand Blvd. GP, LLC,
an Oklahoma limited liability company, its
General partner


By: J. Ryan Hamilton
Its: Manager

ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Christian)

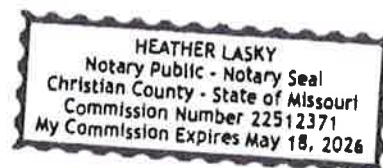
Before me, the undersigned, a Notary Public in and for said County and State, on the 20 day of July, 2023, personally appeared J. Ryan Hamilton, the Manager of Crossroads at NE Grand Blvd. GP, LLC, the general partner of Crossroads at NE Grand Blvd., LP, to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he or she executed the same as his or her free and voluntary act and deed, and as the free and voluntary act and deed of said corporation or entity for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.


Notary Public

Notary Public # 22512371

My Commission Expires: May 18, 2026



[Signature Page for The City of Oklahoma City]

APPROVED by the City Council of The City of Oklahoma City this 15th day of

August, 2023.

ATTEST:

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

D. Holt
Mayor

REVIEWED for form and legality.

[Signature]

Assistant Municipal Counselor

SCHEDULE "A"
SCOPE OF WORK/BUDGET AND PROJECT SITE

Scope of Work:

1. The work contemplated under this Loan Agreement is the new construction of a 56-unit multifamily apartment community in three buildings, plus a community building and a paved surface parking area, on approximately 4.88 acres of vacant land located in a Qualified Census Tract (QCT) and an Opportunity Zone.
2. The goal of the work under this Agreement, specifically, is for the construction of Developer-owned, affordable housing units utilizing SLFRF Program Funds specifically for providing Low- Moderate-Income Housing. Funds utilized for any other purpose shall constitute a violation of this Agreement.
3. Developer acknowledges that, at minimum, apartments in this complex shall be leased to Low- and Moderate-Income households throughout the 40-year compliance period.
4. Developer shall designate and annually report on SLFRF compliance by unit number or address, and shall report on tenant eligibility and unit rent as defined in Schedule "B" of this Agreement.
5. Developer has submitted, or shall submit, documents satisfactory to City including a final detailed budget and scope of work as part of its requirement to draw Funds under this Agreement.
6. Developer shall not proceed with any construction or rehabilitation activity until all applicable permits for the activity have been obtained.

Budget:

1. Funds under this Agreement shall constitute the full funding/contribution budgeted for the Project as follows:

SLFRF Funds: \$ 900,000
2. Funds are available to be drawn for eligible activity costs in accordance with procedures defined in Schedule "C" of this Agreement. Funds should be drawn as a pro-rata share of private and other public funds (if any) as much as possible.

The Project Site:

Address: 2115 N.E. Grand Boulevard, Oklahoma City, OK 73120

Legal Description:

Issuing Office File Number: 2701845-OK24

The land referred to herein below is situated in the County of Oklahoma, State of Oklahoma, and described as follows:

A part of Blocks Six (6) and Seven (7), of SUCCESS HEIGHTS ADDITION, to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows: Beginning at a point Five (5) feet North of the Southeast corner of Lot Six (6), said Block Six (6); Thence South $0^{\circ}06'53''$ East line of said Blocks Six (6) and Seven (7), a distance of 310 feet to the Southeast corner of Lot Five (5), Block Seven (7); Thence North $89^{\circ}38'53''$ West along with the South line of said Lot Five (5) extended a distance of 150 feet to a point on the East line of Lot Twelve (12), said Block Seven (7); Thence South $0^{\circ}06'53''$ East along the East line of said Lot Twelve (12) a distance of Ten (10) feet to the Southeast corner of said Lot Twelve (12); Thence North $89^{\circ}38'53''$ West along the South line of Lots 12 32, said Block Seven (7) a distance of 531.9 feet to the Southwest corner of said Lot Thirty-two (32); Thence North $0^{\circ}31'16''$ West along the West line of said Blocks Six (6) and Seven (7), a distance of 194.01 feet to a point on the West line of Lot Thirty-three (33), said Block Six (6), 100 feet from and at right angles to the Missouri, Kansas-Texas Railroad Company main line track; Thence Northeasterly, parallel to and 100 feet from said main line track along a curve to the right whose chord bears North $22^{\circ}55'52''$ East a distance of 136.43 feet to a point on the North line of Lot Thirty-four (34), said Block Six (6); Thence South $89^{\circ}38'53''$ East along the North line of Lots 34-53, said Block Six (6) extended a distance of 628.25 feet to the point or place of beginning.

SCHEDULE "B"
MISCELLANEOUS PROVISIONS

PART A: TASKS TO BE PERFORMED

1. It is expressly understood that the activities authorized and funded under this Agreement are pre-approved, eligible SLFRF activities. The SLFRF activities are directly for the new construction of a multifamily apartment complex consisting of 56 units in three buildings, plus a community building, a paved surface parking area, and related amenities.
2. Developer shall purchase all permits and licenses for the completion and execution of the work and labor to be performed. Developer shall furnish all labor, materials, supervision, and services to do the work specified. Developer shall keep the premises clean and orderly during the course of the work and shall remove all construction debris at the completion of the work. Developer shall allow inspections of the work by authorized inspectors for the protection of the City's interest.
3. The beneficiaries of the Project must be Low- or Moderate- Income Persons. If this requirement is not met for a period of forty (40) years from the date of Initial Project Completion, the SLFRF Funds provided under this Agreement shall be due and payable to the City.
4. The housing assisted with SLFRF Funds shall remain affordable to low-moderate- income persons for a period of at least forty (40) years. The affordability requirement applies without regard to the term of any loan or mortgage or the transfer of ownership. The City shall enforce the affordability requirement through a mechanism acceptable to the City. If the affordability requirement is not met, the Funds provided under this Agreement shall be due and payable to the City.
5. Developer understands that the occupants of the SLFRF assisted unit(s) shall at the time of leasing have household income at or below 65 percent of the Area Median Income as defined annually by HUD.
6. Developer shall develop procedures for tenant income eligibility verification for the-assisted units that comply with the HUD Part 5 method or the IRS Method of income determination. These procedures must be approved by the City. The HUD Part 5 method of income determination refers to the annual income determination method as defined at 24 CFR § 5.609, including adjustments defined in 24 CFR §5.611; restrictions governed by 24 CFR § 5.612, whereby income is calculated for all adult household members and is projected for the upcoming 12-month period, factoring in historical data, source documentation and any other information obtained in the income review process.
7. Developer shall count the income of **all** persons in the household, including nonrelated individuals, when making a household income determination. Developer shall obtain and maintain written documentation that tenants are eligible to benefit from the SLFRF Projects.
8. Developer understands that for this Project, HUD HOME rent limits are being applied. Rents may not exceed rent limits as required by the HUD regulations established at 24 CFR 92.252(a) and as published annually by HUD and provided to Developer by the City. Rent limits include both the rent and utilities (water, sewer, gas, trash, and electric). Developer

shall reduce rent accordingly to account for any utilities paid by tenants and shall limit rents on the units to ensure affordability to tenants.

9. Tenant leases shall be in writing, and the lease term shall be for one year unless otherwise mutually agreed upon between the tenant and Developer or its property manager. Developer or its property manager shall maintain copies of leases for every tenant throughout the Affordability Period. Lease clauses requiring tenants to accept supportive services (with the exception of residents in transitional housing) are prohibited. Termination or nonrenewal of leases may occur for good cause only, and good cause does not include nonparticipation in supportive service or tenant increases in income.

PART B: PROJECT COMPENSATION

1. Compensation for the activities defined in Schedule “B”, Part A of this Agreement include SLFRF Project funding in the amount of \$900,000.
2. It is understood and agreed to by Developer that Funds under this Agreement shall not be expended for administration expenses, e.g., general management, oversight, and coordination.

PART C: SCHEDULE OF COMPLETION

Developer shall obtain all necessary approvals to initiate Project construction activities not later than **September 30, 2023**, and commence construction not later than **January 1, 2024**.

PART D: DEVELOPER REPORTING REQUIREMENTS

1. Developer shall keep adequate records of Project activities and shall submit timely reports to the City upon request or as required by this Agreement.
2. Developer shall perform an annual audit pursuant to the requirements of Subpart F of 2 CFR § 200.501(a). A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part. The audit report shall be submitted to the City upon completion.
3. Required reports include but are not limited to:
 - a. Annual tenant income and rent roll reports and lease templates.
 - b. Annual unit inspection reports.
 - c. List of contractors and subcontractors by name, contact information, trade, and contract amount.
 - d. Project completion report, which shall be submitted within ninety (90) days of Initial Project Completion as defined herein. Please note delinquent completion reports shall be grounds for the CITY to require a return of funds drawn on the Project, or to call the loan due and payable.

- e. Annual financial reports shall be submitted within 30 days of the anniversary date of this Agreement, beginning in 2024. This requirement shall continue throughout the affordability period.

**SCHEDULE “C”
DRAW REQUEST FORMS AND FORMAT**

The SLFRF funds totaling \$900,000 will be used for this Project. It is understood that any cost exceeding \$900,000 will be borne by Developer.

Draws of funds

- I. Developer shall make draw requests either in proportion to other funds involved in the Project, or on percentage of project completion. By way of example, if the total Project cost to construct surface parking incidental to the housing is \$100,000 and SLFRF Funds allocated to the parking construction equals \$50,000, the proportion of SLFRF Funds dedicated to parking is 50% of the total activity cost. Under such a scenario, the draw options, by way of the example, would be as follows:
 - a. SLFRF pays 50% of each draw for parking (and only the eligible SLFRF costs for such billing); or
 - b. At, for example, 15% project completion, 15% of SLFRF allocated to the activity may be drawn for eligible costs. At 50% completion, 50% of SLFRF may be drawn, etc.
2. Backup documentation shall be provided and shall be appropriate to evidence whichever draw approach is utilized. For example:
 - a. Approach #1 would require itemized billing for whichever SRFRF funds are being drawn, as well as identification of other sources used to cover the balance of the billing.
 - b. Approach #2 would require Developer or its representative, i.e., Project architect, to certify the percentage of work completed, along with a schedule of completion showing the work relevant to the billing.
3. The process for drawdown of Funds is as follows:
 - a. Developer shall submit signed invoices to the City on company letterhead, along with sufficient backup documentation to evidence a) need, or b) work performed. By way of example, need may be evidenced by an approved draw schedule and the draw request submitted by the trade subcontractor along with progress reports in fulfillment of that schedule. Work performed may be evidenced by supplier or vendor invoices submitted along with a printout of Developer’s cancelled check or expense ledger, etc. The invoice should also have sufficient evidence to demonstrate proportionality or percentage to the activity or draw as described in paragraphs 1 and 2, above.
 - b. Draw requests from Developer shall be due to the City on the Tuesday before noon twelve (12) to fourteen (14) business days prior to expected receipt of funds. The invoice “start time” shall remain Tuesday noon with the exception of holidays or weather days. Invoices submitted after Tuesday noon shall roll over to the next week, and the invoice start time shall be the next Tuesday noon.
 - c. The City shall review the draw request for reasonableness and accuracy. If the invoice cannot be approved, the City shall provide a reason for denial in writing to Developer within three (3) business days of invoice receipt.

4. Draw requests shall be made in accordance with the City's following requirements:
- a. Developer must be a registered Vendor with the City to be eligible for Funds under this Agreement. Developer shall submit, if it has not previously done so, a completed Vendor Registration / W-9, which shall be provided to Developer by the City as needed, prior to any distribution of funds.
 - b. Developer shall ensure that a submitted draw request is date-stamped as received by the Planning Department. At the time of submission, Developer may request a copy of the date-stamped page as evidence of submission. Denied draw requests must be resubmitted and shall require a subsequent date-stamp. The date showing on any draw requests submitted by email shall serve as the date stamp.
 - c. The City shall withhold payment of any developer fee budgeted for the Project until all applicable permits have passed a final inspection.
 - d. All draw requests for work performed on or prior to Initial Project Completion must be submitted within two months following the date of Initial Project Completion. Invoices submitted thereafter may not be paid. All draw requests for work performed on or prior to termination of this Agreement must be submitted within two months following termination of this Agreement. Draw requests submitted after two months following termination may not be paid.

SCHEDULE "D"
NON-DISCRIMINATION STATEMENT

As a contractor of the City, Developer shall execute and post this statement in a conspicuous place available to employees and applicants for employment.

Developer agrees, in connection with performing work under agreement(s)/ contract(s) with the City or its public trusts:

- a) That Developer will not discriminate against any employee or applicant for employment, because of age, familial status, disability, race, color, religion, sex, sexual orientation, gender identity, creed, ancestry, or national origin. Developer shall take affirmative action to ensure that employees are treated without regard to their age, familial status, disability, race, color, religion, sex, sexual orientation, gender identity, creed, ancestry or national origin race. Such actions shall include, but not be limited to; employment, promotion, demotion, or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- b) That Developer will not discriminate against any applicant for housing because of age, familial status, disability, race, color, religion, sex, sexual orientation, gender identity, creed, ancestry, or national origin.
- c) That Developer will include this non-discrimination clause in any subcontracts connected with performing City trust agreement(s)/contract(s).

In the event of Developer's non-compliance with the above non-discrimination clause, this agreement may be canceled or terminated by the City. The contractor may be declared by the City and or its Trusts ineligible for further agreement (s)/contract(s) with the City/Trust until satisfactory proof of intent to comply is made by the contractor.

Oklahoma City Municipal Code Chapter 25, § 25-41



BY: J. Ryan Hamilton, Manager – Crossroads at NE Grand Blvd., LP

DATE: _____

ATTEST: 

SECRETARY: _____

SCHEDULE "E"
CONFLICTS OF INTEREST

Developer shall identify/describe any known potential conflict of interest in the space below or check the box below to certify that there are none:



None Identified

JKH

Signatory's Initials

SCHEDULE "F"
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, making any Federal grant, making any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

CROSSROADS AT NE GRAND BLVD., LP

By: Crossroads at NE Grand Blvd. GP, LLC



BY: J. Ryan Hamilton, Manager

DATE: _____

ATTEST: 

SECRETARY: _____

SCHEDULE "G"

REQUIRED FEDERAL PROVISIONS

In the event of conflict between the following federal provisions and the terms of the Agreement, these federal provisions shall prevail.

A. Remedies

Any material violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. Termination for Cause and for Convenience

1. The Contracting Entity may, by written notice, terminate this Contract in whole or in part at any time, either for the Contracting Entity's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to the Contracting Entity.
2. If the termination is for the convenience of the Contracting Entity, an equitable adjustment in the Contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the Contractor's obligations, the Contracting Entity may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Contracting Entity for any additional cost occasioned to the Contracting Entity thereby.
4. If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Contracting Entity. In such event, adjustment in the Contract price will be made as provided in paragraph (b) of this clause.
5. The rights and remedies of the Contracting Entity provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

C. Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Compliance with the Copeland "Anti-Kickback" Act

1. Contractor.

The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

2. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the awarding Federal agency or Contracting Entity may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. Breach.

A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. Compliance with the Contract Work Hours and Safety Standards Act

1. Overtime requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages.

The awarding Federal agency or Contracting Entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

F. Patent Rights

The Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement, including, but not limited to those regulations and requirements set forth in 48 CFR Part 27. Any discovery or invention that arises during the course of this Agreement shall be immediately (within two months of discovery) reported to Contracting Entity. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

G. Copyright

The Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 28 CFR Part 66.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support."

H. Compliance with Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the Contracting Entity and understands and agrees that the Contracting Entity will, in turn, report each violation as required to assure notification to the State of Oklahoma and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by an awarding Federal agency.

I. Compliance with Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251 et seq. Any violations must be reported to the Regional Office of the Environmental Protection Agency (EPA).

2. The Contractor agrees to report each violation to the Contracting Entity and understands and agrees that the Contracting Entity will, in turn, report each violation as required to assure notification to the State of Oklahoma and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by an awarding Federal agency.

J. Energy and Conservation Provision

Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

K. Excluded Parties based upon Suspension and Debarment

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by Contracting Entity. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Oklahoma and Contracting Entity, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

L. Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Example of Certification attached hereto.

M. Solid Waste Disposal Act

1. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - (ii) Meeting Contract performance requirements; or
 - (iii) At a reasonable price.
2. Information about this requirement, including the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

N. Access to Records

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the State of Oklahoma, Contracting Entity, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the awarding Federal agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

O. Compliance with Federal Law, Regulations, and Executive Orders

Contractor acknowledges that Federal financial assistance will be used to fund the Contract and Contractor agrees to comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

P. No Obligation by Federal Government

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

Q. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

R. Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

In compliance with 2 CFR § 200.321, if Contractor utilizes subcontracts for this Agreement, Contractor agrees that it shall:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

SCHEDULE "H"
LOAN REPAYMENT SCHEDULE

Repayment of this loan shall be deferred until July 1, 2044. Commencing on July 1, 2044, this loan shall be repaid in the amount of Forty Five Thousand Dollars (\$45,000) annually until fully repaid, in accordance with the following schedule:

Payment Due Date	Payment Amount Due	Loan Balance Upon Payment
July 1, 2044	\$ 45,000	\$ 855,000
July 1, 2045	\$ 45,000	\$ 810,000
July 1, 2046	\$ 45,000	\$ 765,000
July 1, 2047	\$ 45,000	\$ 720,000
July 1, 2048	\$ 45,000	\$ 675,000
July 1, 2049	\$ 45,000	\$ 630,000
July 1, 2050	\$ 45,000	\$ 585,000
July 1, 2051	\$ 45,000	\$ 540,000
July 1, 2052	\$ 45,000	\$ 495,000
July 1, 2053	\$ 45,000	\$ 450,000
July 1, 2054	\$ 45,000	\$ 405,000
July 1, 2055	\$ 45,000	\$ 360,000
July 1, 2056	\$ 45,000	\$ 315,000
July 1, 2057	\$ 45,000	\$ 270,000
July 1, 2058	\$ 45,000	\$ 225,000
July 1, 2059	\$ 45,000	\$ 180,000
July 1, 2060	\$ 45,000	\$ 135,000
July 1, 2061	\$ 45,000	\$ 90,000
July 1, 2062	\$ 45,000	\$ 45,000
July 1, 2063	\$ 45,000	\$ 0