

## EXHIBIT B

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **1. Budget Detail**

Recipient has been awarded the Loan amount set forth in this Agreement.

#### **2. Conditions of Disbursement**

The Department will disburse the full amount of the Recipient's Loan award to the Recipient after this Agreement has been fully executed and after the Department receives the Recipient's request for funds, with all required supporting documents appended thereto. The Recipient shall append the following supporting documents to the request for funds, all in form and substance acceptable to the Department:

- A. Payee Data Record (STD 204) or Government Agency Taxpayer ID Form, as applicable.
- B. An authorizing resolution or set of authorizing resolutions that, in the Department's reasonable determination, materially comports with the Program Requirements (if the Recipient has not already submitted same);
- C. Certification of compliance with California's prevailing wage law, as well as all applicable federal prevailing wage law, or duly adopted Tribally Determined Wage for projects in Indian Country;
- D. Evidence of the insurance coverages required under the Program and/or a written acknowledgment of self-insured status;
- E. Any forms, certifications, or documentation required by the Department, pursuant to the section entitled Disbursements and Draw Requests in Exhibit D of this Agreement; and
- F. Any other forms, certifications, or documentation deemed necessary by the Department prior to disbursement of Loan funds.

Manufactured Housing Opportunity and Revitalization (MORE) Program

NOFA Date: 05/02/2023

Approved Date: 05/09/2024

Prep. Date: XX/XX/XXXX

### 3. Terms of Loan

A. Principal Amount: Payments from Program funds shall not exceed the amount set forth for that in Section 3 of the STD Form 213 of this Agreement and shall be the lesser of:

- 1) the principal amount as stated in the Application, or,
- 2) the amount later approved by the Department as consistent with applicable Program Requirements.

B. Interest, Term, and Payment:

- 1) The initial term of the Loan shall commence on the applicable date of the Program loan documents for such Loan as described in Section of 29 Exhibit D of this Agreement (the "**Loan Documents**") and shall mature ten (10) years from the date of initial disbursement, unless extended in accordance with Section 600 of the MORE Guidelines.
- 2) Interest on the unpaid principal balance advanced under the Loan Documents shall accrue from the date of such advance at the simple interest rate of one percent (1%) per annum.
- 3) Upon the maturity date of the Loan, the principal and accumulated interest will be forgiven by the Department if the Recipient is not in default under any terms of the Loan Documents. Otherwise, the Loan shall be due and payable upon the earlier of (i) the maturity date of the Loan; or (ii) the date of acceleration of the Loan. The Loan may not be prepaid in whole or in part without the prior written consent of the Department.

### 4. Invoicing and Payment

A. The Department shall disburse Loan proceeds to the Recipient on an advance or reimbursement basis through a series of conditional draws.

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Disbursement will only be made upon the Recipient's submittal of the STD Form 204 (Payee Data Record) and a Draw Request which complies with the conditions set forth in Exhibit D under the section entitled "**Disbursements and Draw Requests.**" The Department shall not authorize payment(s) unless it determines that the Loan proceeds shall be expended in compliance with all applicable Program Requirements.

- B. Recipient shall not expend more than seventeen percent (17%) of the total Loan amount for Administrative Costs and only upon Administrative Costs which are justified for the type and complexity of the Activity. Recipient must maintain records which document each expenditure and which are acceptable to the Department.
- C. The total amount of all Program funds disbursed as advances during the term of the Loan shall not exceed twenty-five percent (25%) of the total amount of the Loan, nor shall such advances exceed Recipient's anticipated volume of closed Grants for the following sixty (60) days. Recipient must expend each advance within 180 days of receipt, and if not fully expended, Recipient must return to the Department the unexpended portion of the advance.

## **5. Performance & Completion Deadlines**

- A. Recipient shall ensure that all Work in connection with each Mobilehome is completed within three (3) years of the execution of the Grant Agreement entered into by the owner of the Mobilehome and Recipient.
- B. All Loan proceeds must be disbursed no later than June 30, 2027 (the "**Disbursement Deadline**") unless the Disbursement Deadline is extended in accordance with Section 604 of the MORE Guidelines. As of the Disbursement Deadline, any Program funds which have not been disbursed in accordance with this Agreement will no longer be available to pay for the cost of the Work.
- C. Recipient's final Draw Request (as that term is defined in section 15 of Exhibit D of this Agreement) and all associated documentation must be submitted to the Department at least three (3) months before the Disbursement Deadline.

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- D. This Agreement shall expire on the date set forth in Section 2 of the STD Form 213. All Work must be completed during the term of this Agreement.

**6. Sufficiency of Funding**

- A. This Agreement is valid and enforceable only if sufficient funds are made available to the Department in the Department's sole discretion. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the State Legislature, promulgated in state regulations, guidelines, or any state statute which may affect the provisions, terms, or funding of this Agreement in any manner.
- B. The parties to this Agreement mutually agree that if there are insufficient funds for the Program to fully fund the amount set forth in this Agreement, the Department, at its sole discretion, may either amend the Agreement to reflect any reduction in funds, or it may unilaterally cancel the Agreement with fourteen (14) days written notice to the Recipient.
- C. Unless otherwise approved by the Department, upon termination or cancellation of this Agreement, the Recipient shall complete all Work in progress and terminate any other activities that were to be paid for with Program funds. Any unexpended funds received by the Recipient shall be returned to the Department within fourteen (14) days of the Notice of Termination or Notice of Cancellation.