

EXHIBIT E

Project-Specific Provisions and Special Conditions

The following Special Conditions are applicable to this Standard Agreement:

1. Project Specific Provisions

The following provisions are referenced in and integrated with sections in other Exhibits to this Agreement and shall inform the references made therein.

Provision A.1 – Recipient’s Contract Coordinator (as referenced in Exhibit A, Section 8):

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

2. State Statutory Requirements

For Projects located within Indian Country, the Recipient shall not be required to comply with the following sections of Exhibit C of General Terms and Conditions (GTC 04/2017). Recipient shall not be required to comply with the following sections of said Exhibit C: Section 5

(Indemnification), Section 6 (Disputes), Section 9 (Recycling), Section 10 (Non-Discrimination), Section 11 (Certification Clauses), Section 14 (Governing Law), Section 15 (Anti-Trust Claims), Section 16 (Child Support Enforcement), Section 18 (Priority Hiring of vacancies through CalWorks), Section 19 (Small Business Reporting), and Section 20 (Loss Leader Statute B&PC § 17030).]

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3. Jurisdiction and Venue

Except as otherwise expressly provided in this Agreement, the parties intend that any causes of action and/or proceedings to enforce, construe, and determine any disputes or claims regarding the MORE Program funds Documents as well as any default, breach of contract, injunctive relief, or specific performance remedies, regarding the same, and any actions to foreclose or otherwise realize upon any collateral or security interests securing the obligations evidenced by the MORE Program funds Documents be brought and prosecuted to completion as described below:

[Recipient] or [Co-Applicant] or [Recipient and Co-Applicant] hereby consents to any court of competent jurisdiction over all subject matters described herein, including but not limited to any breach of contract action brought by any of the parties to enforce the terms of the MORE Program funds Documents, or any other appropriate action brought by any of the parties to prosecute any other rights available to the parties hereto arising under or related to the MORE Program funds Documents. [Recipient] or [Co-Applicant] or [Recipient and Co-Applicant] acknowledges that such consent is given without in any way limiting its other rights and remedies, and the Department shall be entitled in said court where appropriate, to pursue, among other things, specific performance, declaratory judgment, injunctive relief (mandatory or prohibitive), mandamus (or a remedy in the nature of mandamus) to prevent or stop violations of any covenants and other provisions hereof, actual and direct damages, receiverships, or to generally protect the real property where the Project is located thereon and the rights and interests of any tenants or occupants thereof or the Department's interests therein. Any right, power, or principle requiring deferral to or exhaustion of remedies in said court or other governmental body of the [INSERT TRIBE] or federal government, is hereby waived and deemed satisfied by [Recipient] or [Co-Applicant] or [Recipient and Co-Applicant], and [Recipient] or [Co-Applicant] or [Recipient and Co-Applicant] and the Department shall not assert the same in said court, as a bar or abatement to the claims of the other.

[Recipient] or [Co-Applicant] or [Recipient and Co-Applicant] agrees that any judicial action, suit, or counterclaim initiated by [Recipient] or [Co-Applicant] or [Recipient and Co-Applicant] against the Department will be in a court of competent jurisdiction. Such waiver is limited to the rights,

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remedies, default, and enforceability of the provisions of the MORE Program funds Documents, and transfer or assignment of [Recipient] or [Co-Applicant] or [Recipient and Co-Applicant] interest in the Project or MORE Program funds Documents.

4. Vested Rights

The parties acknowledge that the rights, liens, security interests, and remedies described in or provided by this Agreement and the MORE Program [Loan/Forgivable Loan] Documents constitute the property of the Department. Recipient covenants and agrees that it is legally precluded under the Indian Civil Rights Act, 25 U.S.C. § 1302, and other legal precedents from taking such property for a public use without just compensation or from depriving the Department of such property without due process of law or from denying them the equal protection of the laws. Generally, such property and rights, under the other legal precedents referenced, are intended to be protected and enforceable by the courts of the United States, the State of California, and the tribal courts. Specifically, such property and rights under 25 U.S.C. § 1302 are intended to be protected and enforceable by the Tribal Courts and by the courts of the United States.

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