

HOME LOAN AMENDMENT, NOTE AMENDMENT, AND EXTENSION AGREEMENT

WHEREAS, on November 6, 2007, Clark County (the "County") and Fore Arby Limited Partnership (the "owner") executed a certain "Agreement to Loan HOME Investment Partnerships (HOME) Program and/or Low Income Housing Trust Fund (LIHTF) Program Funds to Fore Arby Limited Partnership" (the "HOME Agreement"); and

WHEREAS, on the same date, the Owner executed a Note (the "Note") evidencing and a Deed of Trust securing the County's loan of HOME funds (the "HOME Loan"), the proceeds of which were used to finance the development of a 180-unit affordable housing project known as Arbor Pointe Apartments; and

WHEREAS, the County's HOME Loan was subordinate to a senior loan (secured by a Deed of Trust) to Zions First National Bank acting as the trustee under a Trust Indenture dated November 1, 2007 between Zions First National Bank and the Nevada Housing Division; and

WHEREAS, the Owner is seeking to refinance the original senior loan with a new loan from Greystone Servicing Company LLC, a Delaware limited liability company ("Greystone"), which will require the County to subordinate its HOME Loan to the new senior loan pursuant to a Subordination Agreement of even date herewith executed by and between the County, Greystone, and the Owner and will require that the Note be amended; and

WHEREAS, the Owner has further sought various revisions to the payment terms on the County's HOME loan and in return offered various concessions, including an extension of the affordability restrictions tied to the property;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, the County and the Owner do agree, for themselves and for their respective successors and assigns, as follows:

1.1 Partial Repayment and Modifications to Payment Schedule

As of the closing of the new loan with Greystone, Owner will make a one-time payment on the HOME Loan of \$1,400,000.00 against the current outstanding principal balance of \$1,500,000.00. Thereafter, simple interest at the rate of 3% annually will be assessed on the remaining outstanding principal balance with payments due by January 31st for the interest accrued during the prior calendar year.

The maturity date of the HOME Loan will be revised, with all remaining principal and any accrued interest due on December 31, 2036.

1.2 Confirmation of HOME Completion Date and Resulting HOME Affordability Period

The HOME Agreement provided for a "Period of Affordability" as required by 24 CFR 92.252 of 20 years commencing with the submission by the County to HUD of the "Project Completion Report," which takes place in HUD's Integrated Disbursement and Information System ("IDIS"). As of the execution of the HOME Agreement, the exact date of upon which the IDIS completion report was entered was not yet known. The County and Owner hereby acknowledge that the actual date of Project Completion in HUD's IDIS was November 22, 2010 and the resulting HOME Period of Affordability shall be through November 22, 2030.

1.3 Establishment of Extended Use Period

Notwithstanding the expiration of the minimum HOME Period of Affordability, consistent with the original HOME Agreement and in consideration of the modifications to the HOME Loan memorialized herein, the Owner agrees to an "Extended Use Period" running for so long as the HOME Loan is outstanding. During the Extended Use Period, while the project will no longer be "HOME-assisted" per se under the regulations found at 24 CFR part 92 (as otherwise imposed via the HOME Agreement), Owner will continue to operate the project as if it is still formally subject to such requirements, including but not limited to the income and rent restrictions, affirmative marketing, tenant selection, lease provisions, property standards, fair housing, and reporting requirements imposed via the HOME Agreement. Owner further agrees that it will be subject to the County's Rental Management Handbook, as it may be updated from time to time, for the remaining Period of Affordability and the Extended Use Period. The Owner may terminate this Extended Use Period, and the County hereby agrees to such termination, at any time provided the Owner prepays the HOME Loan in full, including all remaining principal and any accrued interest due then due.

1.4 Amendment to Note. The following language is hereby added as Section 8 to the Note:

"Section 8. The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note (and any schedules) dated as of January __, 2021 in the original principal amount of \$13,376,000.00, executed by Fore Arby Limited Partnership, a Nevada limited partnership and payable to the order of Greystone Servicing Company LLC, a Delaware limited liability company ("**Senior Lender**"), to the extent and in the manner provided in that certain Subordination Agreement dated as of January __, 2021 between the payee of this Note, and Senior Lender and Fore Arby Limited partnership, a Nevada limited partnership (the "**Subordination Agreement**"). The Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Multifamily Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing the Multifamily Note and the terms, covenants and conditions of the Multifamily Loan and Security Agreement evidencing the terms of the Multifamily Note, as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by Subordinate Lender under the Subordination Agreement."

1.5 No Other Modifications

No other modifications are being made to the HOME Agreement, Note, or Deed of Trust beyond those set forth in this Amendment and Extension, and the remainder of the HOME Agreement shall continue in full force and effect.

1.6 Headings

The headings of the paragraphs in this Amendment are for convenience only and do not affect the meanings or interpretation of the contents.

1.7 Severability

If any provision of this Amendment and Extension shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Amendment is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

1.8 Counterparts

This Amendment and Extension may be signed in one or more counterparts. All counterparts will be considered one document and binding when signed by each party and delivered to the other.

IN WITNESS WHEREOF, the parties have executed this Amendment in duplicate on the date or dates set opposite the signatures of their duly authorized representatives, respectively.

EXECUTED this _____ day of _____ 2021.

Fore Arby Limited Partnership, a Nevada limited partnership

By: FORE ARBY LLC, a Nevada limited liability company

By: Richard L. Fore, its Manager

STATE OF NEVADA)
)
COUNTY OF CLARK)

On _____, 2020 before me, _____, Notary Public, personally appeared Jonathan Fore, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

EXECUTED this _____ day of _____, 2021.

CLARK COUNTY, NEVADA

By _____
YOLANDA KING, COUNTY MANAGER

This instrument was acknowledged before me on _____, 2021.

Signature _____

Notary Public for _____

My commission expires _____

APPROVED AS TO FORM ONLY:

STEVEN B. WOLFSON
DISTRICT ATTORNEY

By: 
STEVEN SWEIKERT, Deputy District Attorney