

MASTER AGREEMENT
([5900 S. Pleasant Valley Apartments])

THIS MASTER AGREEMENT (this “**Agreement**”) is made and effective as of _____, 202_ by and among _____ (“**Administrative Limited Partner**”), AHFC Pleasant Valley Non-Profit Corporation, a Texas nonprofit corporation (“**General Partner**”), Austin Housing Finance Corporation (“**AHFC**”), and _____ (“**Developer**”).

RECITALS:

A. AHFC, Developer, General Partner and Administrative Limited Partner desire to develop, finance, lease, construct, equip and operate a _____-unit multi-family affordable housing development for low-income tenants to be known as _____ Apartments (the “**Project**”) located in Austin, Texas, which will be financed with the proceeds of (i) a tax-exempt [bonds] [loan] of \$ _____ (the “**Senior Loan**”) issued by Austin Housing Finance Corporation (“**AHFC**”) to _____ (“**Senior Lender**”), (ii) a taxable construction bridge loan of \$ _____ from the Senior Lender to _____ (the “**Project Owner**”), (iii) a [construction and permanent] loan of \$ _____ from AHFC to the Project Owner (the “**AHFC Loan**”) (collectively, the three loans are referred to herein as the “**Loans**”) and (iv) equity contributions to the Project Owner from the Investor Limited Partner (defined below) in exchange for the allocation of “[4%]” low-income housing tax credits (“**LIHTCs**”) to the Investor Limited Partner.

B. Project Owner was formed for the purpose of owning the Project on land leased from AHFC under the terms of a Ground Lease dated as of _____, 202_, between the Project Owner and AHFC. General Partner was established by AHFC to serve as the sole general partner of the Project Owner [and the general contractor for the construction of the Project]. General Partner and Administrative Limited Partner will manage the Project Owner in accordance with the terms and provisions of the Partnership Agreement (defined below) and this Agreement.

C. On or about the date hereof, General Partner, Administrative Limited Partner, _____ (“**Investor Limited Partner**”) and _____ (“**Special Limited Partner**”), together with other non-partner signators, will execute that certain Amended and Restated Agreement of Limited Partnership dated as of _____, 202_ (the “**Partnership Agreement**”) in order to facilitate, among other things, the receipt of the LIHTC equity financing of the Project.

D. Developer will be the primary developer for the Project and Developer will enter into a Development Agreement (the “**Development Agreement**”) with AHFC (in the capacity as a developer) and Project Owner dated as of _____, 202_, which shall provide for the division of the Developer Fee (as defined in the Development Agreement) as following: 75% to the Administrative Limited Partner and 25% to AHFC, to be paid on a pro rata basis.

[E. General Partner will act as General Contractor for the construction of the Project and will be paid a one-time upfront fee of \$75,000 (from financing proceeds) for acting as

General Contractor. _____, a _____, will be the prime subcontractor for the construction of the Project.]

F. The fees for services and the partner distribution payments payable to General Partner and Administrative Limited Partner shall be as set forth in the Partnership Agreement.

G. _____ and _____ (each a “**Guarantor**” and collectively “**Guarantors**”) have agreed to provide certain guarantees, indemnities, representations, warranties and covenants in connection with the financing for the Project and the operations of the Project for the benefit of Senior Lender, AHFC, Project Owner, Investor Limited Partner and other parties, as applicable, including, without limitation, guarantees of the construction loan, environmental indemnification, tax credit recapture, repurchase, compliance, operating deficit, and such other payments and obligations which are set forth in the Partnership Agreement and the Project Documents (as defined below) (collectively, the “**Guaranteed Obligations**”).

H. All defined terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the Partnership Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. *Guarantee Requirements.* Guarantors will have potential liabilities in connection with the Guaranteed Obligations pursuant to the Partnership Agreement, the Guaranty Agreement dated as of _____, 202_ for the benefit of the Project Owner and the Investor Limited Partner, the Development Agreement, the Senior Loan documents and various other documents relating to the development, financing, leasing, construction and operation of the Project (collectively, the “**Project Documents**”). A breach, default or such other violation of the Project Documents that occurs as a result of an act of, or failure to act by, General Partner, that is not cured and continues, is a “**GP Project Document Default**”. An enforcement action concerning the Guaranteed Obligations against any of the Guarantors due to a GP Project Document Default is a “**Guarantee Enforcement Action**”.

2. *Representations, Warranties and Covenants of General Partner.* General Partner hereby represents, warrants and covenants as follows:

(a) Except as otherwise permitted under the Partnership Agreement or this Agreement, General Partner shall not permit any person or entity, other than General Partner, to bind or represent Project Owner, and then, only in compliance with the terms of this Agreement and the Partnership Agreement.

(b) General Partner shall not take any action or omit to take any action on behalf of itself or Project Owner that will cause (i) a default under any of the Project Documents, (ii) a reduction or revocation of the Loans or the LIHTC financing, or (iii) a loss, claim, damage or liability for Guarantors (unless such action is required to be taken under the Partnership Agreement or any other Project Document).

(c) General Partner is a nonprofit corporation established under Texas law and has no stockholders or other ownership interests. General Partner will not issue any ownership interests of any type, or any options, warrants, subscription rights, calls or commitments of any type, or enter into any contracts by which General Partner is or may become bound to issue any stock, options, warrants or other rights to purchase or acquire any ownership interests in General Partner.

(d) General Partner shall not take any action or omit to take any action on behalf of itself, or Project Owner, that causes a withdrawal of General Partner from Project Owner, unless required under the Partnership Agreement.

(e) General Partner will use commercially reasonable efforts, in cooperation with Administrative Limited Partner, to (i) maintain the real estate (ad valorem) tax exemption for the Project and (ii) maintain the sales tax exemption for the purchase of qualified construction materials for the Project.

3. *Owner Decisions and Operations.*

(a) Developer and Administrative Limited Partner shall have primary responsibility for the development, design and construction of the Project, including the hiring of the related professionals and the negotiation of the related contracts. General Partner shall have the right to approve the hiring of any such professionals and shall have the right to review and approve the final plans and specifications for the Project and the related contracts, which approvals will not be unreasonably withheld.

General Partner and Administrative Limited Partner shall be engaged in the operation and management of the Company and the Project as set forth in the Partnership Agreement and other Project Documents and this Agreement. General Partner agrees to consult with Administrative Limited Partner in making any material decisions under the Partnership Agreement and will obtain the written consent from Administrative Limited Partner for any such decision which could (in the reasonable view of Administrative Limited Partner) have an adverse effect on the Guarantors' guaranty obligations under the Project Documents.

(b) Administrative Limited Partner shall be responsible for obtaining all governmental approvals and permits needed in order to construct and operate the Project. General Partner will cooperate in that process. Administrative Limited Partner shall be responsible for ensuring that the Project is constructed so as to comply with the requirements of ADA, the Fair Housing Act and any other applicable provisions of federal, state and local law.

(c) _____ shall serve as the property manager ("**Manager**") for the Project under the terms and conditions as defined in a management agreement ("**Property Management Agreement**"). Any management entity other than _____ must be approved in writing by AHFC. General Partner shall have the right to review and approve the Property Management Agreement and to notify Administrative Limited Partner of any material objections to any key management person or persons hired for the Project. Administrative Limited Partner shall cooperate (and shall cause Manager to cooperate) with AHFC and General Partner to address reasonable objections to key

management personnel. Under no circumstances shall Manager hire any employee with a criminal conviction on his/her record or who is subject to pending criminal charges including deferred adjudication or probation. The Property Management Agreement shall include a provision that allows either party to terminate upon thirty (30) days written notice to the other party, subject to this Agreement and the approval of Investor Limited Partner. Administrative Limited Partner and General Partner shall cooperate to confirm that the Property Management Agreement reflects the provisions of this paragraph.

4. *Financing and Regulatory Notices.* General Partner and Administrative Limited Partner agree, to ensure the most efficient delivery of notices, that the address of Administrative Limited Partner, which is _____, will be used as the Company's principal address. A copy of any material notice received by an Administrative Limited Partner with respect to the Project or Project Owner for which General Partner is not expressly required to be copied shall be promptly forwarded to General Partner at 1000 East 11th Street, Suite 200, Austin, Texas 78702 Attn: _____, with a copy to _____.

5. *General Partner Liability for Guarantee Enforcement Actions.* If any Guarantor makes any payments (i) in connection with a Guarantee Enforcement Action, and provided that any such payment or expense by any Guarantor is not due to the negligence, gross negligence or willful misconduct of Administrative Limited Partner, Developer and/or Guarantor or (ii) as a result of the loss of AHFC's tax-exempt status under Section 394.905 of the Texas Local Governmental Code, as amended, then such Guarantor shall be reimbursed from amounts (but only such amounts) as (a) General Partner is entitled to under Section ____ and Section ____ of the Partnership Agreement [General Partner fees for services and partner distribution] on and after the date of occurrence of the GP Project Document Default causing the Guarantee Enforcement Action; and (b) the portion of the Developer Fee payable to AHFC under section 7(a) below on and after date of occurrence of the GP Project Document Default causing the Guarantee Enforcement Action. Nothing herein shall limit Guarantors' rights of subrogation under the Project Documents, but rather are in addition to and not in lieu of such subrogation rights.

6. *Reimbursement of Developer for Pre-Development Expenses.* General Partner approves the reimbursement of Developer and/or Administrative Limited Partner for development expenses related to the Project and incurred prior to the closing of the Senior Loan (expected on _____, 202_) provided that such reimbursements are approved by Senior Lender, AHFC under the terms of the AHFC Loan, and, as applicable, Investor Limited Partner, and do not conflict with applicable federal tax rules.

7. *Indemnification and No Additional Contributions.*

(a) INDEMNIFICATION BY ADMINISTRATIVE LIMITED PARTNER, DEVELOPER AND GUARANTORS. ADMINISTRATIVE LIMITED PARTNER AND GUARANTORS SHALL FULLY AND COMPLETELY INDEMNIFY, DEFEND (AT THE ELECTION OF AHFC OR GENERAL PARTNER, BUT AT THE SOLE COST OF ADMINISTRATIVE LIMITED PARTNER, DEVELOPER AND GUARANTORS) AND HOLD AHFC AND GENERAL PARTNER HARMLESS FROM AND AGAINST ANY AND

ALL REASONABLE OUT OF POCKET COSTS AND EXPENSES, CLAIMS, LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, PENALTIES AND INDEBTEDNESS (INCLUDING REASONABLE ATTORNEYS' FEES) ASSERTED BY OR PAID TO A THIRD PARTY AND INCURRED BY AHFC AND/OR GENERAL PARTNER OR ANY AFFILIATE AS A RESULT OF (I) THE LOSS OF THE AD VALOREM OR SALES TAX EXEMPTION CLAIMED WITH RESPECT TO THE PROJECT WHICH IS NOT DUE TO (A) ANY ACTION OR INACTION OF GENERAL PARTNER OR AHFC OR (B) AHFC'S LOSS OF ITS TAX-EXEMPT STATUS FOR PROPERTY OWNED BY IT UNDER SECTION 394.905 OF THE TEXAS LOCAL GOVERNMENTAL CODE, AS AMENDED, OR (II) THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR OTHER ACTIONABLE ACTIONS OR OMISSIONS TO ACT, OF ADMINISTRATIVE PARTNER, THE DEVELOPER OR ANY GUARANTOR REGARDING THE PROJECT, THE PROJECT OWNER, THE PROJECT FINANCING, THE DEVELOPMENT OR CONSTRUCTION OF THE PROJECT OR ANY OTHER MATTER DIRECTLY OR INDIRECTLY RELATING TO THE PROJECT, EXCEPT AS ARISING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GENERAL PARTNER AND/OR AHFC. FOR PURPOSES OF THIS PARAGRAPH, ANY REFERENCE TO AHFC SHALL ALSO MEAN THE CITY OF AUSTIN, TEXAS.

(b) No Additional Financial Contributions Required of City of Austin, AHFC or General Partner; AHFC and City of Austin Not Responsible for General Partner Obligations. None of the City of Austin, AHFC or General Partner (or any other affiliate of AHFC) shall have any obligation to make additional financial contribution to the Project Owner, or provide any loans or other financing sources to Project Owner or otherwise respect to the Project, other than the AHFC Loan, or to execute any guaranty in connection with the Project or the Project Owner, except (ii) with respect to any guaranty expressly provided by General Partner in the Project Documents or (ii) with respect to any additional financial contribution or guaranty provided in the absolute and sole discretion of General Partner, AHFC or City of Austin.

GENERAL PARTNER, ADMINISTRATIVE LIMITED PARTNER, DEVELOPER AND GUARANTORS ACKNOWLEDGE AND AGREE THAT AHFC AND THE CITY OF AUSTIN ARE NOT, AND SHALL NEVER BE, RESPONSIBLE FOR, THE OBLIGATIONS OF GENERAL PARTNER UNDER THIS AGREEMENT, THE PARTNERSHIP AGREEMENT OR ANY OTHER PROJECT DOCUMENT OR ANY OTHER DOCUMENT OR AGREEMENT.

8. *Miscellaneous.*

(a) Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue shall be in a court of competent jurisdiction in Travis County, Texas.

(b) Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and or assigns. Notwithstanding the foregoing, any assignment of rights or delegation under this Agreement shall require the consent of all parties hereto, and any such assignment and/or delegation shall be null and void absent such consent.

(c) Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(d) Conflicts with Other Agreements. To the extent provisions of this Agreement conflict with the Amended and Restated Memorandum of Understanding dated January 31, 2023 between AHFC and the Developer (including Appendix A, Summary of Terms), or any prior written or oral agreement between or among the parties to this Agreement, the provisions of this Agreement control.

(e) Headings. The headings used in this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

(f) Assignment. No party may assign this Agreement without the prior written consent of the other parties, except as otherwise provided herein.

(g) Attorneys' Fees and Legal Expenses. Should any party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement or for any other judicial remedy, the prevailing party shall be entitled to receive from the losing party all reasonable attorneys' fees and all court costs in connection with said proceeding. Payments required by this Section shall be in addition to, and not limited by, the limitations of liability otherwise set forth in this Agreement.

(h) Counterparts and Facsimiles. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, this Agreement may be executed by facsimile signatures and such signatures shall be deemed an original.

(i) Modification. This Agreement may not be modified or amended except by a written instrument signed by the parties hereto and referring specifically to this Agreement.

(j) Other Instruments. Each party shall, upon the request of the other party, execute, acknowledge and deliver any and all instruments reasonably necessary or appropriate to carry into effect the intention of the parties as expressed in this Agreement.

(k) Rule of Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

(l) Third Party Beneficiaries. It is agreed to by the parties to this Agreement that no other parties shall be third party beneficiaries hereunder.

(m) Exclusive Dealing. With the exception of the Guarantors, no party shall, directly or indirectly, through an owner, employee, agent, representative, commissary, or affiliate, enter

into discussions with (or consummate an agreement with) any party not a signatory to this Agreement with respect to the performance of the terms of this Agreement as set forth herein.

(n) Cumulative Remedies. The exercise of any remedy permitted by this Agreement or under the Project Documents shall not be deemed to constitute an election of remedies. Any remedies provided under this Agreement or in the Project Documents shall be in addition to and not in lieu of any remedy available under the Project Documents, this Agreement, or otherwise available at law or equity.

(o) Notices. All notices required hereunder shall be given in writing and shall be delivered in person, by overnight courier service, facsimile or email to the address of the respective party set forth in the Partnership Agreement or other Project Document, as such addresses maybe updated from time to time upon written notice to the parties to this Agreement.

[Remainder of Page Intentionally Left Blank]

ADMINISTRATIVE LIMITED PARTNER:

_____,
a _____

By: _____
Name:
Title:

DEVELOPER AND GUARANTOR:

_____,
a _____

By: _____
Name:
Title:

GUARANTORS:

_____,
a _____

By: _____
Name:
Title:

_____,
a _____

By: _____
Name:
Title:

GENERAL PARTNER:

**AHFC PLEASANT VALLEY NON-PROFIT
CORPORATION,**
a Texas nonprofit corporation

By: _____
Name:
Title:

AHFC:

AUSTIN HOUSING FINANCE CORPORATION

By: _____
Name:
Title: