

FIRST AMENDMENT TO THE LOAN AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
1300 OCH, LLC
FOR
1300 OCH AFFORDABLE HOUSING RENTALS

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and 1300 OCH, L.L.C., a Louisiana limited liability company, represented by 1300 OCH GP, L.L.C., a Louisiana limited liability company, its Managing Member, represented by AG 2018, L.L.C., a Louisiana limited liability company, its Manager, represented by Gulf Coast Housing Partnership, L.L.C., a Louisiana limited liability company, its Manager, represented by Gulf Coast Housing Partnership, Inc., a Delaware non-profit corporation, its Manager and sole member, represented by Kathleen F. Laborde, its President and Chief Executive Officer (the “**Developer**”) The City and the Developer are sometimes collectively referred to as the “**Parties**.” The Amendment is effective upon execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, City and the Developer entered into a Loan Agreement to produce seventeen units of affordable housing effective December 23, 2021 (the “**Agreement**”); and

WHEREAS, the City and the Developer, each having the authority to do so, now desire to enter into this Amendment to increase project funding, update the Sources and Uses Statement (Attachment I), and to increase developer’s obligations;

WHEREAS, the City invested HOME Investment Partnership (“**Home**”) funds for the Agreement;

WHEREAS, the City is now investing City funds for this Amendment, which will be treated as HOME funds for regulatory and other purposes;

NOW THEREFORE, for good and valuable consideration, the City and the Developer amend the Agreement as follows:

1. Developer’s Obligations. In accordance with Article II, Section B, of the Agreement, the Developer agrees to build and administer to income-eligible tenants for the entire period of affordability an additional 13 rental units, bringing the total number of assisted affordable rental units to 30.

2. Project Funding. In accordance with Article IV, Section A, of the Agreement, Project Funding is increased by \$2,000,000.00 for a total of \$4,500,000.00.

3. **Sources and Uses Statement.** The *Sources and Uses Statement*, marked as Attachment II, is deleted in its entirety replaced with the *Sources and Uses Statement*, hereby attached.

IN WITNESS WHEREOF, the Parties hereto, through duly authorized representatives, have executed this Amendment to be effective as of the Effective Date.

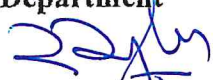
CITY OF NEW ORLEANS

BY:  FOR
LATOYA CANTRELL, MAYOR

Executed on the 8th day of March, 2023.

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyle

IN WITNESS WHEREOF, the Parties hereto, through duly authorized representatives, have executed this Amendment to be effective as of the Effective Date.

1300 OCH, L.L.C.

By: 1300 OCH GP, L.L.C.,
its managing member

By: AG 2018, L.L.C.,
its manager

By: Gulf Coast Housing Partnership, L.L.C.,
its manager

By: Gulf Coast Housing Partnership, Inc.,
its manager and sole member

By: 
Kathleen F. Laborde, its President & CEO

61-193 83 83

CORPORATE TAX I.D.

Executed on the 27 day of February, 2023.

[Updated Sources and Uses Statement Attached Separately]

K23-008

CONSENT OF SENIOR LENDER AND

RATIFICATION OF SUBORDINATION AGREEMENT

THIS CONSENT OF SENIOR LENDER AND RATIFICATION OF SUBORDINATION AGREEMENT dated as of MARCH 8, 2023 (this "Consent and Ratification") by the CITY OF NEW ORLEANS ("Subordinate Lender"), and ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA, a corporation duly organized and validly existing under the laws of the State of Minnesota (the "Senior Lender"),

BACKGROUND:

1. Senior Lender and Subordinate Lender are among the parties to that certain Subordination Agreement dated as of December 1, 2021, as MIN 1379255 and as CIN 704188 at Instrument No. 2021-53462, official records of the Parish of Orleans, Louisiana (the "Subordination Agreement") with respect to certain loans made to finance the acquisition, construction and equipping of 100-unit multifamily apartment facility located in New Orleans, Louisiana.
2. All capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Subordination Agreement.
3. Borrower and Subordinate Lender desire to amend the terms of the Subordinate Loan Documents to, among other things, amend and restate the Subordinate Note to increase the principal amount of the Subordinate Indebtedness from \$2,500,000 to \$4,500,000.
4. Under the terms of the Subordination Agreement, the prior written consent of Senior Lender is needed for such an amendment.
5. Subject to Subordinate Lender's execution of this Consent and Ratification, Senior Lender agrees to hereby memorialize Senior Lender's consent to such amendment.

AGREEMENT:

For other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged and intending to be legally bound hereby, it is hereby declared, understood and agreed as follows:

1. Consent by Senior Lender: Subordinate Note; Subordinate Loan Documents.

(a) Senior Lender hereby consents to Borrower's execution and delivery of the loan amendment documents attached hereto as Exhibit A (the "Subordinate Loan Amendment Documents").

(b) For the avoidance of doubt, upon execution of the Subordinate Loan Amendment Documents, it is acknowledged and agreed that the term "Subordinate Note" as used in the Subordination Agreement will include the City of New Orleans HOME Program Secured Promissory Note (Amended and Restated) dated _____, 2023 by Borrower in favor of Subordinate Lender in the principal sum of \$4,500,000 in the form included in Exhibit A, as amended, modified or supplemented from time to time, and the term "Subordinate Loan Documents" will be deemed to include the Subordinate Loan Amendment Documents.

2. Ratification by Subordinate Lender. Notwithstanding the execution and effect of the Subordinate Loan Amendment Documents or Senior Lender's consent to them, Subordinate Lender acknowledges and agrees that the Subordination Agreement remains in full force and effect in accordance with its terms and is hereby in all respects ratified and confirmed. Without limiting the foregoing or the terms of the Subordination Agreement, as described in the Subordination Agreement, Subordinate Lender hereby further acknowledges and agrees that:

- (a) the Senior Mortgage, and any renewals or extensions thereof, and any modifications thereof or substitutions therefor which do not increase the principal balance secured thereby (except increases by reason of protective advances or payment of Senior Lender's costs or increases to which Subordinate Lender has consented in accordance with Section 3(c) of the Subordination Agreement) and all advances made pursuant to the Senior Mortgage, all costs and expenses secured thereby and interest on the foregoing, shall unconditionally be and remain at all times liens or charges on the Property prior and superior to the lien or charge of the Subordinate Mortgage; and
- (b) the Subordinate Indebtedness (as amended by the Subordinate Loan Amendment Documents) is subordinated in right of payment to any and all of the Senior Indebtedness and shall be payable only from and to the extent of revenues of the Property available after payment of all amounts then due and owing under the Senior Loan Documents and all current operating expenses of the Property, except as otherwise expressly permitted by the Subordination Agreement.

3. Counterparts; Electronic Signatures. This Consent and Ratification may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. To the fullest extent permitted by applicable law, facsimile or electronically transmitted signatures shall constitute original signatures for all purposes under this Consent and Ratification.

4. Severability. In case any one or more of the provisions contained in this Consent and Ratification, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and other application thereof, shall not in any way be affected or impaired thereby.

5. Governing Law. This Consent and Ratification shall be construed in accordance with and governed by the laws of the State of Louisiana, without giving effect to its conflict of laws principles.

6. Captions. Captions and headings in this Consent and Ratification are for convenience of reference only and shall not define, expand or limit the provisions hereof.

7. Successors and Assigns. This Consent and Ratification shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Integration. This Consent and Ratification sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral, relating thereto.

9. Obligors Unaffected. Notwithstanding anything to the contrary contained herein, this Consent and Ratification shall not be deemed or interpreted so as to limit or expand or otherwise modify the rights and remedies of Senior Lender under the Senior Loan Documents or Subordinate Lender under

the Subordinate Loan Documents insofar as they relate to the Borrower or any other obligor, or to diminish or change the obligations of, the Borrower or any other obligor under any of the foregoing.

IN WITNESS WHEREOF, the parties hereto have executed this Consent and Ratification as of the date and year first above written.

[Signature on Following Page]

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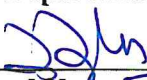
SUBORDINATE LENDER

CITY OF NEW ORLEANS


LATOYA CANTRELL, MAYOR

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyler

WITNESSES:

First Witness' Signature: 
Print First Witness' Name: JONATHAN HARRIS

Second Witness' Signature: 
Print Second Witness' Name: Joycelina Christopher

NOTARY:

Notary's Signature: 
Notary' Name: Tracy Tyler
State of Louisiana
Parish of Orleans
My Commission Expires on at death
If a Louisiana notary, License or Bar Roll No. 30771

[AFFIX NOTARY'S SEAL OR STAMP]

Tracy L. Tyler, Esq.
Bar No. 30771
Notary Public No. 85788
Commission Expires At Death
State of Louisiana

SENIOR LENDER

**ALLIANZ LIFE INSURANCE COMPANY OF
NORTH AMERICA**

By: R4 Capital Funding LLC, a Delaware
limited liability company, its attorney in fact

By: 
Name: James D. Spound
Title: President

Exhibit A

To be attached:

1. City of New Orleans HOME Program Secured Promissory Note (Amended and Restated) dated _____, 2023 by Borrower in favor of Subordinate Lender in the principal sum of \$4,500,000

2. First Amendment to the Loan Agreement by and between the City of New Orleans and 1300 OCH, LLC for 1300 OCH Affordable Housing Rentals dated _____, 2023 by and between Borrower and Subordinate Lender

3. First Amendment to HOME Affordable Rental Program Regulatory Agreement dated _____, 2023 by and between Borrower and Subordinate Lender

FIRST AMENDMENT	*	UNITED STATES OF AMERICA
TO	*	
HOME	*	
AFFORDABLE RENTAL PROGRAM	*	
REGULATORY AGREEMENT	*	
	*	
BY AND BETWEEN	*	STATE OF LOUISIANA
	*	
1300 OCH, LLC	*	
	*	
AND	*	
	*	
THE CITY OF NEW ORLEANS	*	PARISH OF ORLEANS
	*	
* * * * *		

BE IT KNOWN, that effective as of the date signed by both parties below (the “Effective Date”),

BEFORE US, the undersigned Notaries Public, duly commissioned and qualified in and for the Parish and State aforesaid, and in the presence of the witnesses hereinafter named and undersigned, duly came and appeared:

1300 OCH, a Louisiana limited liability company, represented by 1300 OCH GP, LLC, Louisiana limited liability company, its Managing Member, represented by AG2018, LLC a Louisiana liability company, its Manager, represented by Gulf Coast Housing Partnership, L.L.C., a Louisiana limited liability company, its Manager, represented by Guld Coast Housing Partnership, Inc., a Delaware non-profit corporation, its Manager and sole member, represented by Kathleen F. Laborde, its President and Chief Executive Officer, a citizen of the State of Louisiana, and whose address is 1626 Oretha Castle Haley Blvd, Suite A, New Orleans, Louisiana 70113, (hereinafter referred to as “Owner”),

and

THE CITY OF NEW ORLEANS, a municipality organized and existing under the laws of the State of Louisiana, whose mailing address is 1300 Perdido Street, New Orleans, Louisiana 70112, appearing herein through its undersigned authorized representative, (hereinafter referred to as the “City”),

who declared that the parties hereto executed a *HOME Investment Partnership Program Affordable Rental Program Regulatory Agreement* dated as of December 23, 2021, and recorded December 29, 2021, as MIN 1379233 and as CIN 704187 at Instrument No. 2021-53460, official records of the Parish of Orleans, Louisiana (the “Regulatory Agreement”), effecting certain property described therein;

WHEREAS, Owner acknowledges the City has agreed to increase the amount of funding by \$2,000,000.00 in the form of General Obligation Bond Funding for a new total of \$4,500,000.00, pursuant to the First Agreement to the Loan Agreement, dated the __ of

_____, 202__, for the valuable public purpose of completing the project due to increased costs from external circumstances;

WHEREAS, to effect the foregoing, the parties desire to amend certain terms of the Regulatory Agreement;

NOW, THEREFORE, for and in consideration of the foregoing valuable consideration, the parties hereto do hereby covenant and agree that the Regulatory Agreement is amended as follows as of the Effective Date:

- (1) Section 1.1(B) is amended and restated as follows: Maximum HOME or HOME Equivalent Assistance \$4,500,000.00.
- (2) Section 1.1(F) is amended and restated as follows: Income Classes:

HOME financed rental projects require that certain percentages of the HOME-assisted units in the Project be occupied by specific income classes as follows:

- A minimum of 20% of the HOME-assisted units should be occupied by households whose incomes do not exceed 50% of the area median adjusted by family size.
- A minimum of 90% of the HOME-assisted units should be occupied by households whose incomes do not exceed 60% of the area median income adjusted by family size at initial occupancy.
- No units may be occupied by households whose incomes exceed 80% of the area median income adjusted by family size.

Specify the number of HOME/City units in the project occupied by the designated income classes.

		Affordable Units Controlled by this Regulatory Agreement			
Unit Type	Total No. of Units in Project	Total HOME/City Units	Tenants ≤ 50%	Tenants > 50% ≤ 60%	Tenants > 60 < 80%
EFF					
1BR	64	19	4	15	
2BR	29	9	2	7	
3BR	7	2		2	
4BR					
Other					
TOTAL	100	30	6	24	

ALL OTHER TERMS, CONDITIONS, AND STIPULATIONS IN SAID REGULATORY AGREEMENT REMAIN AS INITIALLY WRITTEN EXCEPT AS SPECIFICALLY AMENDED OR MODIFIED HEREIN.

[REMAINDER OF PAGE BLANK; SIGNATURE PAGES FOLLOW]

THUS DONE AND PASSED, in New Orleans, Louisiana, in the presence of the witnesses hereto attesting, both competent, who sign these presents with the said appearers and me, Notary, on the 3rd day of March, 2022, after due reading of the whole.

WITNESSES:

1300 OCH LLC

By: 1300 OCH GP, L.L.C.,
its managing member

By: AG 2018, L.L.C.,
its manager

By: Gulf Coast Housing Partnership, L.L.C.,
its manager

By: Gulf Coast Housing Partnership, Inc.,
its manager and sole member

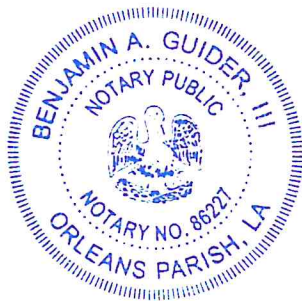
Kendra Hume
Name: Kendra Hume

Sydney Smith
Name: Sydney Smith

By: Kathleen F. Laborde
Name: Kathleen F. Laborde
Title: President and CEO

Benjamin A. Guider III
NOTARY PUBLIC
Name: Benjamin A. Guider III
Notary or Bar Roll No.: 86227
My commission expires: at death

Affix Seal:



THUS DONE AND PASSED, in New Orleans, Louisiana, in the presence of the witnesses hereto attesting, both competent, who sign these presents with the said appearers and me, Notary, on the 8th day of MARCH, 2023, after due reading of the whole.

WITNESSES:

THE CITY OF NEW ORLEANS

[Signature]
Name: JONATHAN HARRIS

By: [Signature] FOR
LATOYA CANTRELL, MAYOR

[Signature]
Name: Joycelin Christopher

FORM AND LEGALITY APPROVED:

Law Department

By: [Signature]

Printed Name: Tracy M

[Signature]
NOTARY PUBLIC
Name: Tracy Tyler
Notary or Bar Roll No.: 30771
My commission expires: at death

Tracy L. Tyler, Esq.
Bar No. 30771
Notary Public No. 85788
Commission Expires At Death
State of Louisiana

Affix Seal: