

Exhibit A

**PROHOUSING INCENTIVE PILOT PROGRAM
GRANT AGREEMENT**

by and between

THE CITY OF EMERYVILLE,

and

**BAY BRIDGE CORPORATION,
a California nonprofit public benefit corporation**

**PROHOUSING INCENTIVE PILOT PROGRAM
GRANT AGREEMENT
(Bay Bridge)**

THIS PROHOUSING INCENTIVE PILOT PROGRAM GRANT AGREEMENT (the "**Agreement**") dated as of _____, 2025, is made and entered into by and between the CITY OF EMERYVILLE, a California municipal corporation (the "**Grantor**"), and BAY BRIDGE CORPORATION, a California nonprofit public benefit corporation ("**Grantee**"), with reference to the following:

RECITALS

The following Recitals are a substantive part of this Agreement. Capitalized terms used in these Recitals and not otherwise defined shall have the meaning set forth in Section 1.1.

A. The City has received Prohousing Incentive Pilot Program ("**PIP Program**") funds from the State of California ("**PIP Funds**"), pursuant to Health and Safety Code Section 50470(2)(C)(i) which authorized the Prohousing Incentive Pilot Program grant. The PIP Funds must be used in accordance with the guidelines ("**PIP Guidelines**") issued by the California Housing and Community Development Department ("**HCD**") and must support the increase of housing for low-income households.

B. Grantee owns that certain property located at 1034-1044 36th Street within the City of Emeryville, California, and further identified as Assessor Parcel No. (APN) _____ ("**Site**") as more particularly described in the legal description, attached hereto as Exhibit A. Grantee has developed the Site with six (6) affordable rental housing units ("**Project**").

C. Grantor and Grantee desire to enter into this Agreement to allow the Grantor to make a grant from PIP Funds in the amount of Two Hundred Sixty-Six Thousand, Two Hundred Fifty Dollars and No Cents (\$266,250.00) to Grantee for Project Costs (as defined below) in accordance with this Agreement.

D. The provision of financial assistance to the Grantee and the continued operation and maintenance of the Project pursuant to the terms and conditions of this Agreement are in the vital and best interest of the City and the health, safety and welfare of the City's residents, and in accord with the public purposes and provisions of applicable federal, state and local laws.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby incorporated, the Grantor and the Grantee hereby agree as follows:

1. DEFINITIONS

1.1 Defined Terms.

As used in this Agreement, the following capitalized terms shall have the following meaning:

"**Agreement**" means this Prohousing Incentive Pilot Program Grant Agreement, including all of the Attachments hereto.

"**City**" means the City of Emeryville, a California municipal corporation.

"**City Manager**" means the City Manager of the City or their designated representative.

"**Effective Date**" means the date upon which this Agreement is executed by the City Manager.

"**Event of Default**" means the failure of a party to perform any action or covenant required by this Agreement within the time periods herein provided following notice and opportunity to cure.

"**Grantee**" means Bay Bridge Corporation, a California nonprofit public benefit corporation and any permitted successors and assigns.

"**Parties**" means the Grantor and the Grantee.

"**PIP Funds**" is defined in Recital A.

"**PIP Grant**" means the grant from the Grantor to the Grantee in an amount not to exceed Two Hundred Sixty-Six Thousand, Two Hundred Fifty Dollars and No Cents (\$266,250.00) in PIP Funds, to be used for Project Costs.

"**PIP Grant Documents**" is defined in Section 2.2.

"**PIP Grant Proceeds**" means the money disbursed in the PIP Grant pursuant to the terms of this Agreement.

"**PIP Performance Deed of Trust**" means the Performance Deed of Trust substantially in the form attached hereto as Exhibit B, to be executed by the Grantee in favor of the Grantor, and to be recorded as liens against the Site to secure the PIP Grant in accordance with the terms and conditions of this Agreement.

"**PIP Program**" is defined in Recital A.

"**Project**" is defined in Recital B.

"Project Costs" means the Owner's project expenses, consistent with those permitted by the PIP Guidelines, which are customarily incurred and shall have been actually incurred by the Owner for the maintenance of the Project and shall include: (i) costs for regular and recurring expenses associated with maintaining the physical integrity and upkeep of the Site, , and (ii) capital improvements to maintain the physical integrity and upkeep at the Site.

"Site" means that certain real property referenced in Recital B and more particularly described in the Site Legal Description in Exhibit A.

"Site Legal Description" means the description of the Site which is attached hereto as Exhibit A.

2. PIP GRANT

2.1 Grant.

The Grantor hereby agrees to grant to the Grantee, and the Grantee hereby agrees to accept from the Grantor, the PIP Grant in an amount not to exceed Two Hundred Sixty-Six Thousand, Two Hundred Fifty Dollars and No Cents (\$266,250.00) (the "**PIP Grant Proceeds**") pursuant to the terms and conditions of the PIP Grant Documents, defined below.

2.2 Funding.

The Grantor shall make the PIP Grant to the Grantee from available funds allocated to the Grantor pursuant to the PIP Program. The PIP Grant shall be made in accordance with and subject to the terms and conditions set forth in the PIP Performance Deed of Trust, once recorded, and this Agreement (the "**PIP Grant Documents**").

2.3 Security for PIP Grant.

The PIP Grant shall be secured by the PIP Performance Deed of Trust (Exhibit B) after the PIP Performance Deed of Trust is recorded.

2.4 Deposit of Grant Proceeds

Within ___ days of the Effective Date, the Grantor shall disburse to the Grantee the PIP Grant Proceeds, which funds will be deposited by the Grantee in its existing replacement reserve account ("Replacement Reserve Account"), provided such account is an interest bearing account. If the Grantee does not have an existing Replacement Reserve account, grantee shall establish a separate account for the Project specifically designated as the Replacement Reserve account which shall be an interest bearing account and deposit the PIP Grant Proceeds in such account.

2.5 Withdrawal of Grant Proceeds.

The PIP Grant Proceeds deposited into the Replacement Reserve Account shall only be used by Grantee as follows as follows:

2.5.1 During operation of the Project, the PIP Grant Proceeds shall be utilized according to the following priorities:

i. Code Enforcement and Life/Safety Repairs

ii. Immediate Repairs that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

iii. Replacement of Capital Items

2.5.2 . Grantee shall submit to the Grantor, a Draw Request for withdrawal of funds from the Replacement Reserve Account for property maintenance and capital improvements to the Project consistent with Section 2.5.1. The Draw Request shall identify the work for which such funds are sought and be accompanied by such supporting documentation as may be requested by the Grantor, which may include construction contracts, contractor bids, bank statement, architectural drawings, and contractor invoices. Grantor shall evaluate the Draw Request and supporting documentation and, if approved, shall authorize Grantee to withdraw funds from the Replacement Reserve Account to pay for such work.

2.6 Performance Deed of Trust.

The PIP Performance Deed of Trust shall be recorded as a subordinate lien against the Site at such time that Grantee has obtained consent for the PIP performance Deed of Trust from the senior lenders.

3. GRANTEE OBLIGATIONS

3.1 Use of Funds; Monitoring and Recordkeeping.

The Grantee agrees use the PIP Grant Proceeds only for Project Costs. The Grantee will comply with all applicable recordkeeping and monitoring requirements set forth in the PIP Guidelines and shall annually complete and submit to the Grantor a certification of continuing program compliance in such form acceptable to the Grantor.

3.2 Operation of Project Consistent with Affordability Covenant.

The Site is currently subject to that certain Regulatory Agreement by and between the former Redevelopment Agency of the City of Emeryville and the Grantee dated May 11, 1995 and recorded on May 16, 1995 in the Official Records of Alameda County as document number 95106719 as amended by the First Amendment to the Regulatory Agreement dated April 29, 1997 and recorded on April 30, 1997 in the Official Records of Alameda County as document number 97110143 (“*Regulatory Agreement*”), which Regulatory Agreement restricts the use of the Site. The City is the successor to the former Redevelopment Agency of the City of Emeryville with respect to the Regulatory Agreement. As a condition of this Agreement, Grantee shall continue to operate the Site consistent with the recorded covenants and agrees that a breach of the existing affordability covenants shall constitute an Event of Default by Grantee under this Agreement for which the Grantor may exercise any and all of its rights and remedies under this Agreement, the PIP Performance Deed of Trust, once recorded, and/or the Regulatory Agreement.

4. GRANTOR RIGHTS AND OBLIGATIONS

4.1 Administration.

This Agreement shall be administered by the City Manager following approval of this Agreement by the City. Whenever a reference is made in this Agreement to an action, finding or approval to be undertaken by the Grantor, the City Manager is authorized to act on behalf of the City unless specifically provided otherwise or the context should require otherwise. The City Manager shall have the authority to issue interpretations, waive provisions and enter into amendments of this Agreement on behalf of the Grantor so long as such actions do not substantially change the uses or development permitted on the Site, or add to the costs of the Grantor as specified herein or as agreed to by the City Council. Notwithstanding the foregoing, the City Manager may in his or her sole and absolute discretion refer any matter to the Grantor for action, direction or approval.

4.2 Inspection of Books and Records, Reports.

The Grantor or its designee has the right at all reasonable times, and upon reasonable advance notice of not less than seventy-two (72) hours, to inspect the books and records and other related documents of the Grantee pertaining to the satisfaction of their obligations hereunder as reasonably necessary for purposes of enforcing the provisions of this Agreement. Throughout the term of this Agreement, the Grantee shall submit to the Grantor reasonable written progress reports as and when reasonably requested by the Grantor on all matters pertaining to the Project and the Site.

5. REPRESENTATIONS AND TRANSFERS

5.1 Representations by the Grantee.

The Grantee hereby represents and warrants to the Grantor as follows:

5.1.1 Organization. The Grantee is duly organized or formed, validly existing, and in good standing under the laws of the State of California and has the requisite power and authority to own and lease property and carry on its business as now being conducted.

5.1.2 Authority. The Grantee has the requisite power, right and authority to execute, deliver and enter into this Agreement and any and all other agreements and documents required to be executed and delivered by each party in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and to perform and observe the terms and provisions of all of the above. The parties who have executed this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, are authorized to execute and deliver the same on behalf of the Grantee, as the case may be, and all actions required under the Grantee's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered pursuant hereto, have been duly taken.

5.1.3 Valid Binding Agreements. This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute, or if not yet executed or delivered will constitute when so executed and delivered, legal, valid and binding obligations of the Grantee, enforceable against the Grantee in accordance with their respective terms.

5.1.4 No Conflict. The Grantee's execution and delivery of this Agreement and any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, and the performance of any provision, condition, covenant or other term hereof or thereof, do not conflict and will not conflict with or will not result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Grantee, or any provision of the organizational documents of the Grantee, nor will they conflict with or constitute a breach of or a default under any agreement to which the Grantee is a party, nor will they result in the creation or imposition of any lien upon any assets or property of the Grantee, other than liens established pursuant hereto.

5.1.5 No Bankruptcy. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings are pending or, to the best of the Grantee's knowledge, threatened against the Grantee or any parties affiliated with the Grantee, nor are any of such proceedings contemplated by the Grantee or any parties affiliated with the Grantee. Each of the foregoing representations shall be deemed to be an ongoing representation and warranty. The Grantee shall advise the Grantor in writing if there is any change pertaining to any matters set forth or referenced in the foregoing representations.

5.2 Transfers.

The Grantee shall not make any total or partial sale, transfer, conveyance, encumbrance to secure financing (including, without limitation, the grant of a deed of trust to secure funds necessary for the Project), distribution, assignment or lease of the whole or any part of the Site (other than leases of units to tenants) or any material change in the management or control of the Grantee without first obtaining the written consent of the Grantor, which consent shall not be unreasonably withheld or delayed.

6. **DEFAULTS, REMEDIES, AND TERMINATION**

6.1 Defaults – General.

Except as required to protect against further damages, the injured party may not institute legal proceedings against the party in default until an "Event of Default" (as such term is hereinafter defined) has occurred. For purposes of this Agreement, an "*Event of Default*" for purposes of instituting legal proceedings by a non-defaulting party against the defaulting party shall mean a failure to satisfy, perform, comply with or observe any of the conditions, provisions, terms, covenants or representations contained in this Agreement, the PIP Performance Deed of Trust, once recorded, or the Regulatory Agreement, including any Attachment hereto, and such failure having continued uncured or without the defaulting party commencing to diligently cure such default for a period of thirty (30) calendar days after notice thereof in writing is mailed by the injured party to the defaulting party; provided, however, that if such event of default is of the nature that cannot be cured within such thirty (30) calendar day period and the defaulting party has diligently commenced and continued such efforts in good faith to cure, such party shall have such reasonable time to diligently prosecute such cure to completion. If a different period or notice requirement is specified for any particular default under any other provision of this Agreement, including any of the Exhibits hereto, the specific provision shall control.

6.2 Effect of Violation of the Terms and Provisions of this Agreement.

The Grantor is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided, without regard to whether the Grantor has been, remains or is an owner of any land or interest therein in the Site. The Grantor shall have the right, if this Agreement or any covenants in any agreement pursuant to this Agreement, the Regulatory Agreement, or the PIP Performance Deed of Trust, are breached, following notice and expiration of all applicable cure periods, to exercise all rights and remedies, including a demand that Grantee remit to Grantor all PIP Grant Proceeds, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and such covenants may be entitled.

6.3 Specific Performance.

Upon an Event of Default, the non-defaulting party, at its option, may thereafter (but not before) commence an action seeking specific performance and/or other equitable relief to enforce the terms of this Agreement pertaining to such default.

6.4 Termination for Non-Appropriation of Funds.

This Agreement is contingent upon the appropriation of PIP Funds. If such funds are not appropriated in an amount sufficient to provide for this Agreement, this Agreement shall terminate and be of no further force and effect.

6.5 Rights and Remedies are Cumulative.

To the extent permitted by law and except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same Event of Default or any other Event of Default by the other party.

6.6 Inaction Not a Waiver of Default.

Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7. MISCELANEOUS

7.1 Exhibits Incorporated.

All exhibits and attachments to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

7.2 Successors and Assigns.

All of the terms, covenants and conditions of this Agreement shall be binding upon the Grantee and the permitted successors and assigns of the Grantee.

7.3 Indemnification.

Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all liability, loss, claim, damage or expense, including defense costs and legal fees, incurred in connection with a breach of any representation and warranty made by a party in this Agreement, and for claims for damages of any nature whatsoever, arising from a party's performance or failure to perform its obligations hereunder

7.4 Notices, Demands and Communications Between the Parties.

All notices under this Agreement shall be in writing and shall be deemed to have been duly given (i) if delivered by hand and received for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third (3rd) business day after the date on which it is so mailed, or (iii) if emailed, when the recipient, by an email sent to the email address for the sender or by a notice delivered by another method in accordance with this section acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email. All notices under this Agreement shall be addressed to:

GRANTOR

City of Emeryville

Attn: _____

1333 Park Avenue

Emeryville, CA 94608

With a copy to

Goldfarb & Lipman LLP

1300 Clay Street, 11th Floor

Oakland, CA 94612

Attn: Karen Tiedemann

ktiedemann@goldfarblipman.com

GRANTEE

Attn: _____

7.5 Conflicts of Interest.

No member, official or employee of the Grantor shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

7.6 Nonliability of Grantor Officials and Employees.

No member, official, employee, representative or agent of the Grantor shall be personally liable to the Owner, or any successor in interest, in the event of any default or breach by the Grantor or for any amount which may become due to the Grantor or its successor, or on any obligation under the terms of this Agreement.

7.7 Applicable Law; Interpretation; Captions.

The laws of the State of California shall govern the interpretation and enforcement of this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and as though both of the parties participated equally in its drafting. Captions and organizations are for convenience only and shall not be used in construing meaning.

7.8 Entire Agreement.

This Agreement constitutes the entire understanding and agreement of the parties. Except as otherwise provided herein, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

7.9 Digital and Counterpart Signatures.

Each party to this Agreement intends and agrees to the use of digital signatures that meets the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

7.10 Waivers and Amendments.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Grantor and the Grantee, and all amendments hereto must be in writing and signed by the appropriate authorities of the Grantor and the Grantee. The Grantor hereby authorizes the City Manager to enter into any amendment, or modification of this Agreement and the PIP Performance Deed of Trust and to extend any deadlines hereunder.

[Signature Page Follows]

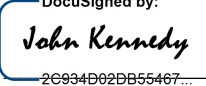
IN WITNESS WHEREOF, the Grantor and the Grantee have signed this Agreement as of the date first above written.

GRANTOR

CITY OF EMERYVILLE,
a California municipal corporation

By: _____
LaTanya Bellow, City Manager

APPROVED TO AS FORM:

By:  _____
John Kennedy, City Attorney

ATTEST

April Richardson, City Clerk

[Signatures Continue]

GRANTEE

BAY BRIDGE CORPORATION,
a California nonprofit public benefit corporation

By:  Signed by:
Eric Knecht
4E9CDE707625445...

EXHIBIT A
LEGAL DESCRIPTION

A-1

Exhibit A

675.000/645372

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EXHIBIT B
PIP Performance Deed of Trust

(see attached)

B-1

Exhibit B

675.000/645372

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