

**GRANT CONTRACT  
BETWEEN THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE  
AND  
THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and The Community Foundation of Middle Tennessee, hereinafter referred to as the "Recipient," is for the provision of the creation of an affordable and workforce housing creation and preservation revolving fund (the "Project") as further defined in the "SCOPE OF PROGRAM." The Recipient's annual report and audit are incorporated herein by reference.

**A. SCOPE OF PROGRAM:**

- A.1. The Recipient will use the funds to establish and provide for the administration of the Housing Catalyst Fund to support the creation and preservation of affordable and workforce housing by providing low-cost capital as loans in a timely manner for development in Metropolitan Nashville. The purpose of the funds is to ensure that Nashville residents have access to increased housing choice and housing security by preserving existing housing developments and developing new affordable housing. Exhibit 1 is incorporated herein and describes the programmatic structure by which this goal will be pursued.
- A.2. The Recipient must spend or obligate these funds consistent with the Grant Budget, set forth in Exhibit 1. The Recipient must collect data in a form requested by the Metro Housing Division to evaluate the effectiveness of their services and will provide this data to the Metro Housing Division pursuant to BL2023-1742 as amended.

**B. GRANT CONTRACT TERM:**

- B.1. Grant Contract Term. The term of this Grant shall be from execution of the Grant Contract until Project Completion (establishment and operation of the Catalyst Housing Fund), but in no way greater than 24 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term. Pursuant to Metropolitan Code of Laws § 2.149.040 (G), in the event the Recipient fails to complete its obligations under this Grant Contract within 24 months from execution, Metro is authorized to rescind the contract and to reclaim previously appropriated funds from the organization.
- B.2. Extended Compliance Period. Notwithstanding the above, Recipient shall be responsible for continuing to comply with all the provisions of this Grant Contract, for as long as Recipient continues to operate a lending fund consistent with the Scope of Program. Should Recipient complete its obligations under this Grant Contract and wish to discontinue operation of this program, Recipient will provide at least 90 days written notice to Metro and will transfer any remaining Grant Funds to a new recipient designated by Metro.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed \$19,500,000 Dollars. The Grant Budget, attached and incorporated herein as part of Exhibit 1, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

This amount shall constitute the Grant Amount and the entire payment to be provided to the Recipient by Metro.

- C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Budget amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the Grant Contract is amended.
- C.3. Payment Methodology. The Recipient shall be paid based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon execution of the Grant Contract, Recipient may send an invoice to Metro to receive the payment.

All invoices shall be sent to:

Planning Department – Housing Division  
Attn: Grant Administrator  
800 2<sup>nd</sup> Avenue South  
Nashville, TN 37210  
(615) 862-7190

Said payment shall not exceed the maximum liability of this Grant Contract.

Final invoices for the contract period should be received by Metro Payment Services by 24 months from the execution of the grant agreement. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.4. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.5. Unallowable Costs. The Recipient's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.6. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.7. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. STANDARD TERMS AND CONDITIONS:
  - D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
  - D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and, if required, by appropriate legislation of the Metropolitan Council.
  - D.3. Default and Termination for Cause. Any failure by Recipient to perform any term or provision of this Grant Contract shall constitute a "Default" (1) if such failure is curable within 30 days and Recipient does not cure such failure within 30 days following written notice of default from Metro, or (2) if such failure is not of a nature which cannot reasonably be cured within such 30-day period and Recipient does not within such 30-day period commence substantial efforts to cure such failure or thereafter does not within a reasonable time prosecute to completion with diligence and

continuity the curing of such failure or (3) Recipient defaults on material financial obligations to other parties which are related to the Project as defined in section D.29 (Cross Default) of this Grant Contract; impairs the operation of the Catalyst Housing Fund; and is not otherwise in a Stand Still Agreement with said other parties.

Should the Recipient Default under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or projects under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant, with the exception of funds obligated to loan commitments that a) comply with the Scope of Program and b) were made prior to the Default. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

- D.4. Subcontracting. Except as set forth on Exhibit 1, the Recipient shall not enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination. Nothing in this provision shall prevent Recipient from operating a Special Purpose Credit Program, as defined by the Equal Credit Opportunity Act.
- D.7. Records. All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of Recipient, or any subcontractor of Recipient shall be made available to the Metropolitan Government for inspection and copying upon written request by the Metropolitan Government. Furthermore, said documents shall be made available, upon request by the Metropolitan Government, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the Project, its design and its construction. Said records expressly include those documents reflecting the cost of construction, including all subcontracts and payroll records of Recipient.

Recipient shall maintain documentation for all funds provided under this Grant Contract. The books, records, and documents of Recipient, insofar as they relate to funds provided under this Grant Contract, shall be maintained for a period of three (3) full years from the date of the final payment, or the Recipient's adopted Document Retention Policy, whichever is later. The books, records, and documents of Recipient, insofar as they relate to funds provided under this Grant Contract, shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.8. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by Metro or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and

other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

- D.9. Reporting. The Recipient must submit periodic updates ("Interim Program Report"), to be received by Metro's Planning Department on a quarterly basis for 24 months following the execution of this contract. A Final Program Report shall be submitted within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization. Thereafter, an Annual Program Report is due within 120 days of the end of the Recipient's fiscal year. Said reports shall detail the outcome of the activities funded under this Grant Contract as described in Exhibit 1.
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant, or as otherwise specified within this Grant Contract and its incorporated documents.
- D.11. Insurance. The Recipient shall maintain adequate public liability and other appropriate forms of insurance, including other appropriate forms of insurance on the Recipient's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.12. Metro Liability. Metro shall have no liability except as specifically provided in this Grant Contract.
- D.13. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.14. Indemnification and Hold Harmless.
- (a) Recipient shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the grossly negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
  - (c) Recipient shall pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
  - (d) Grantee's duties under this section shall survive the termination or expiration of the grant.
- D.15. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

- D.17. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.
- D.19. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D. 20. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D. 21 Licensure. The Recipient and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. Recipient will obtain all permits, licenses, and permissions necessary for the grant project.
- D. 22. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- D. 23. Inspection. The Recipient agrees to permit inspection of the Project and/or services provided for herein, without any charge, by members of the Grantor and its representatives.
- D. 24. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Metro Grant Administrator. Any such assignment or transfer shall not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, email, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

For contract-related matters and enquiries regarding invoices:

Planning Department – Housing Division

Attn: Grant Administrator

800 2<sup>nd</sup> Avenue South

Nashville, TN 37210

(615) 862-7190

Recipient:

The Community Foundation of Middle Tennessee

3421 Belmont Boulevard

Nashville, TN 37215

(615)321-4939

D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.28 Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of Metro and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

D.29 Cross Default. Any material default on financial obligations to other parties for purposes which are related to the Project shall constitute a "Cross Default." In such event, Metro may, at its sole option, agree to a "Standstill Agreement" with said other parties for the mutual benefit of continuing the Project and allowing sufficient time to resolve the conditions that caused the Cross Default.

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THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON  
COUNTY:

APPROVED AS TO PROGRAM SCOPE:

*Lucy A. Kempf*

Lucy Kempf, Director  
Planning Department

APPROVED AS TO AVAILABILITY OF  
FUNDS:

*Kelly Flannery*

Kelly Flannery, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

*Tara Ladd*

Assistant Metropolitan Attorney

APPROVED AS TO RISK AND  
INSURANCE:

\_\_\_\_\_  
Director of Risk Management Services

APPROVED BY METROPOLITAN  
GOVERNMENT OF NASHVILLE AND  
DAVIDSON COUNTY:

\_\_\_\_\_  
Metropolitan Clerk

RECIPIENT:

COMMUNITY FOUNDATION OF MIDDLE  
TENNESSEE

*Hal M. Cato*

Hal Cato, CEO  
The Community Foundation of Middle TN

Sworn to and subscribed to before me a  
Notary Public, this 1st day  
of August, 2023.

Notary Public

*Cynthia D. Copeland*

My Commission expires 07/06/2028





**Exhibit 1**  
**Nashville Housing Catalyst Fund**  
**And Grant Budget**

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**Program Overview**

The Housing Catalyst Fund is a loan fund dedicated to the creation and preservation of affordable and workforce housing in Davidson County. The Fund will enable mission developers to be more competitive in the race to preserve existing regulated and unregulated affordable housing and to accelerate the creation of high-impact affordable housing. The Fund is being launched with an allocation of American Rescue Plan dollars that Council approved in December 2021.

**Key Characteristics**

- This Fund is housed outside of Metro in partnership with the Community Foundation of Middle Tennessee. This serves two purposes. First, it allows for more responsiveness and shorter transaction times to respond to market availability and key opportunities. Second, partnering with the Community Foundation provides an opportunity for the Fund to attract philanthropic funds, including program-related investments.
- The Fund will make loans to affordable housing projects, not grants. The loans will be repaid, allowing for the Fund to revolve Metro's capital to other affordable housing projects. This will also generate income for the Fund, which will be a crucial aspect of the sustainability strategy for the Fund. The need for income will be balanced against the intent to provide capital for affordable housing projects at terms not otherwise available in the market.
- Metro will continue to be involved in the operation of the Fund through appointment of a member of the Investment Committee, regular reporting, and review of the Impact Strategy document on an annual basis.

**Eligible Borrowers:**

Mission aligned developers

**Eligible Projects:**

- Projects that display a plan to create or preserve affordable or workforce housing
- Rehabilitation and New Construction projects will be eligible.
- Projects that are located within Nashville - Davidson County.

**Fund Management**

Fund management will be provided by a team that includes Forsyth Street Asset Management, a Registered Investment Advisor who will serve as Fund Manager, as well as Pillars Development and Nelson Community Partners who will provide additional support. This team was selected on a competitive basis through a Metro Procurement process in early 2023. The Fund Manager along with its team members, will provide origination, underwriting, closing, and management of loans among other key functions. The Fund Manager will coordinate the investment committee, a committee comprised of five to six individuals with experience in housing transaction deal structuring and credit review and the availability for quick turnaround meetings to facilitate timely review. The Fund Manager or its designated affiliate will be engaged by Recipient under a contract for a period of not less than two years. This contract will designate the Fund Manager to operate with the standard of care as a fiduciary as defined under the Investment Advisers Act of 1940.

**Affordability Requirements**

Affordability will be balanced against Metro's housing goals while balancing the need for long term fund sustainability. Where possible, the Fund will use increased income generated on higher AMI-projects to offer lower rates for low-AMI projects or emerging borrowers. Pricing will be reflective of the applicants proposed affordability levels. Affordability restrictions will be enforced with a deed restriction ("Declaration of Restrictive Covenants") which will be recorded with the Davidson County Register of

Deeds. Because not all borrowers will have an affordability restriction in place when the Fund begins lending (e.g., at acquisition of an unrestricted low-income housing development), there must be at least a reasonable path to achieve an affordability restriction as a result of the Fund's loan.

### **Impact Strategy**

The Fund will adopt an Impact Strategy that provides further details on the Fund's project selection criteria with an overall goal of aligning the Fund's goals of maximizing affordable housing impact, Metro's housing strategies, credit standards, and operating a self-sustaining Fund. The Investment Committee will use this document, along with a Loan Manual, to guide its review and approval of loans.

This document will be updated annually, within 90 days of the end of the Fund's fiscal year, based on Metro's needs and market conditions. The updated document will be subject to written approval by the Metro Grant Administrator. During the drafting and Grant Administrator review process, the Fund will continue to use the previously approved Impact Strategy to guide its lending decisions and program in the interim, until the updated Impact Strategy document is approved. Should the Metro Grant Administrator neither approve nor reject for amendment the Impact Strategy within 60 days of receipt, the Impact Strategy will be deemed approved.

Should a potential loan not comply with the Impact Strategy, the Metro Grant Administrator may, in writing, waive specific provisions of the Impact Strategy provided that the project to be funded by the loan is in furtherance of the overall goals of the Fund as articulated in this document.

### **Program Reports**

The Recipient must submit program reports as described in Sec. C.4 and D.9 of the Grant Agreement.

These reports should include:

- An initial presentation to Metro Council no less than six months after the execution of the grant resolution that includes updates on the following items: i) loan manual describing credit

standards and operating procedures of the Fund, ii) investment committee member profiles, iii) an Impact Strategy document, Annual Budget, a Reserve Investment Strategy, and the final legal structure of Fund entity,

- For the first 24 months, “Interim Program Reports” describing program and loan activity updates and any other information required by Sec. D.9 on a quarterly basis for an expenditure report for the grant in a form and substance acceptable to Metro;
- A Final Program Report within 45 days of the end of the Grant Contract Term.

Thereafter, during the Extended Compliance Period, Annual Program Reports will be submitted per Sec. D.9 and will include:

- Audited financial statements of the Recipient that provide sufficient detail on the Fund’s financial status, or of the subsidiary that operates as the Fund.
  - For Interim Program Reports, unaudited quarterly financial statements may be substituted;
- Financial and impact details on the Fund’s loan portfolio and impact details on the individual loans; and
- Other impact reporting as detailed in the Impact Strategy.

In addition, the Recipient will provide the Grant Administrator with an adopted Annual Budget for the Fund not less than 15 days prior to the start of Recipient’s fiscal year.

### **Grant Budget**

\$20,000,000 total project cost

- \$250,000 allocated for initial planning per Contract with Forsyth Street Advisors

- \$250,000 allocated for setting up Fund and reimbursement of closing costs per Contract with Forsyth Street Advisors
- \$19,500,000 for Recipient, restricted to the following uses:
  - Primary lending capital to be deployed as loans or other investments in conformance with the Grant Contract.
  - Credit enhancement of other investors in Fund to facilitate borrowing capital to be deployed as loans in conformance with the Grant Contract.
  - Reserve investments under a Reserve Investment Strategy adopted by the Recipient designed to protect principal while maintaining sufficient liquidity to operate the Fund.
  - Administrative costs of operating Fund that are not able to be covered by program income. In no case shall administrative costs paid for from grant funds exceed 7.5% of remaining grant funds held by Recipient, unless otherwise approved by Grant Administrator.

Until such time as Recipient adopts an investment policy for the Housing Catalyst Fund, Recipient shall be permitted to invest grant funds in accordance with the Metropolitan Government's Investment Policy, including investing funds as follows: government money market funds, investments backed by the full faith and credit of the U.S. Government, demand deposit accounts and certificates of deposit with a bank that are fully insured by the FDIC or NCUA, and commercial paper rated at least A-1, P-1, or F1 by at least two ratings agencies.

#### **Grant Administrator**

Upon execution of the Grant Agreement, the Grant Administrator will be the Director of the Housing Division of the Planning Department, or such person as otherwise designated by the Mayor in written communication to the Recipient.

The Grant Administrator's affirmative approval is required for Recipient to separate from its Fund Manager and/or change Fund Managers. Recipient must give Grant Administrator 90 days notice of their intent to do so.

**Extended Compliance Period**

All of the provisions in Exhibit 2 shall be in effect for the Extended Compliance Period as defined in Sec B.2 of the Grant Agreement.