



Thao Costis
Interim Director

HARRIS COUNTY, TEXAS

COMMUNITY SERVICES DEPARTMENT

8410 Lantern Point Drive
Houston, Texas 77054

THIRD AMENDMENT TO AGREEMENT BETWEEN HARRIS COUNTY, NHPF TEMENOS CONDUIT, LLC, AND TEMENOS PERMANENT AFFORDABLE, LLC FOR THE TEMENOS IV PROJECT

This Third Amendment is made and entered into by and between Harris County (the “Grantee”), NHPF Temenos Conduit, LLC (the “Nonprofit”), and Temenos Permanent Affordable, LLC (the “Maker”). The Grantee, Nonprofit, and Maker are known individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, the Parties entered into an Agreement (the “Master Agreement”) on June 29, 2021, to a Community Development Block Grant (CDBG-DR) Disaster Recovery Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Construction of the Temenos IV Project is for the purpose of providing affordable housing to permanent supportive housing (PSH) for homeless adults of Harris County; and

WHEREAS, on November 15, 2022, Commissioners Court approved the first amendment to the said agreement to extend the 18-month construction completion requirement for an additional four (4) months to June 30, 2023 (due to unanticipated rain/hurricane delays, and unexpected infrastructure delays.

WHEREAS, on January 31, 2023, Commissioners Court approved the second amendment to the said Agreement to: (i) approve budget revisions to the CDBG-DR FY17 funds provided by Harris County, resulting in corresponding budget line revisions.

WHEREAS, the Parties now desire to amend said Agreement for the third time (the “Third Amendment”) to extend the 18-month construction completion requirement for an additional four (5) months to November 30, 2023 (due to unanticipated rain/hurricane delays, and unexpected infrastructure delays.

NOW THEREFORE, the County and the Grantee, Nonprofit, and Maker do mutually agree as follows:

TERMS

I.

All references in the Master Agreement to the Completion of Construction being required within 18 months from the start of construction shall be extended by an additional five (5) months (the “Construction Extension Period”) such that the Completion of Construction deadline is now November 30, 2023. This allowance of the Construction Extension Period shall be applicable to

Article I (D); Article II (C) (5) Completion of Work; Exhibit A; Exhibit B (Activity 15) (Item 15); and any other reference in the Master Agreement to Completion of Construction requirement. To the extent the Completion of Construction is required by additional documents which accompanied the Master Agreement (Loan Note, Deed of Trust, Intercreditor, Subordination and Funding Agreement, etc.), both Parties agree that such requirement in those documents is, to the maximum extent possible by the Parties hereunder, also modified by the application of the above-referenced Construction Extension Period.

II.

“Exhibit D, Budget” attached to the Master Agreement is replaced entirely. The amended Exhibit D, Budget is attached hereto and shall be known as “Exhibit D -1”. All references to Exhibit D will now refer to D-1.

All other terms of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

III.

In the event of any conflict between this Third Amendment to Agreement and the original Agreement, the terms of this Third Amendment shall govern. All other conditions between the parties shall remain in full force and effect.

IV.

The Parties understand and agree, said understanding and agreement also being of the absolute essence of this Third Amendment, that no additional funds are being appropriated under this Third Amendment.

V.

All other terms of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

VI.

It is expressly understood and agreed that the Master Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of this Third Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, this Third Amendment shall control.

VII.

Execution, Multiple Counterparts: This Third Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Third Amendment.

Signatures to Follow on Next Page

EXHIBIT D
BUDGET
Temenos Permanent Affordable, LLC
Temenos IV Project
Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by Grantee under this Agreement shall not exceed ELEVEN MILLION DOLLARS AND 00/100 (\$11,000,000.00), as certified available by the Harris County Auditor and as evidenced by the of a Purchase Order from the Harris County Purchasing Agent.

Description	Harris County CDBG-DR Funds	City of Houston CDBG-DR, HOME, Housing Bonds Reinvestment Funds	CDBG-DR Leverage	TOTAL
Acquisition	\$ -	\$1,812,371.00	\$117,629.00	\$ 1,930,000.00
Off-Site	\$ -	-	\$ -	\$ -
Site Work	\$189,127.00	\$205,661.00		\$394,788.00
Direct Construction	\$ 8,726,578.00	\$9,664,974.00	\$ -	\$18,391,552.00
Other Construction	\$ 1,446,200.00	\$1,006,121.00	\$ -	\$ 2,452,321.00
General Soft Costs	\$		\$4,002,610.00	\$ 4,002,610.00
Construction Financing	\$ -			\$
Permanent Loan Financing	\$ -		\$ 627,510.00	\$ 627,510.00
Syndication	\$ -		\$ 1,737,023.00	\$ 1,737,023.00
Reserves	\$ -		\$ 872,590.00	\$ 872,590.00
Developer Fees	\$ -		\$ 3,500,000.00	\$ 3,500,000.00
Subtotal	\$10,361,905.00	\$12,689,127.00	\$ 10,857,362.00	\$ 32,567,807.00
Harris County CSD Management and Oversight and HCED Inspections	\$ 518,095.00			\$518,095.00
Construction Management	\$120,000			\$ 120,000
Subtotal	\$ 11,000,000	\$12,689,127.00	\$ 10,857,362.00	\$ 34,546,489.00
SOURCES (PERMANENT)		AMOUNT		
LIHTC		\$10,311,091.00		
City of Houston (CDBG-DR, HOME, Housing Bonds Reinvestment)		\$12,500,000.00		
Harris County CDBG-DR		\$ 11,000,00.00		
Temenos II Condemnation Proceeds		\$ 735,398.00		
Total Sources		\$34,546,489.00		
Total Uses		\$34,546,489.00		

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to Agreement this _____ day of _____, 20__.

ATTEST:

SUBRECIPIENT:

NHPF TEMENOS CONDUIT, LLC

a Texas limited liability company

By: The NHP Foundation,
a District of Columbia nonprofit corporation,
it's Manager

By: John M. Welsh
John M. Welsh, SVP

MAKER:

**TEMENOS PERMANENT AFFORDABLE
LLC**

a Texas limited liability company

By: Temenos Affordable Manager, LLC
a Texas limited liability company,
it's managing member

By: Jamestown Affordable Housing, Inc.
a District of Columbia non-profit corporation
its manager

By: John M. Welsh
John M. Welsh, SVP

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
County Attorney

By: Phillip Berzins
Phillip Berzins
Assistant County Attorney
CA File ID: 23GEN0922

HARRIS COUNTY

By: _____
LINA HIDALGO
Harris County Judge

ORDER OF COMMISSIONERS COURT

Authorizing Amendment to Loan Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of _____, 2023 with the following members present except _____.

A quorum was present when, among other business, the following was transacted:

THIRD AMENDMENT TO AGREEMENT BETWEEN HARRIS COUNTY, NHPF TEMENOS CONDUIT, LLC, AND TEMENOS PERMANENT AFFORDABLE, LLC FOR THE TEMENOS IV PROJECT

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

Section 1. The Harris County Judge is authorized to execute the Third Amendment to the Loan Agreement Between Harris County, NHPF Temenos Conduit, LLC, and Temenos Permanent Affordable LLC, for the Temenos IV Project to amend said agreement to: extend the 18-month construction completion requirement for an additional five (5) months to November 30, 2023, due to unanticipated rain/hurricane delays and unexpected infrastructure delays. The Third Amendment is attached hereto and made a part hereof for all purposes as though fully set out in this Order word for word.

Section 2. HCCSD and its Executive Director, or his/her designee, are authorized to take such actions and execute such other documents as they deem necessary or convenient to carry out the purposes of this order.