

Loan Term Sheet

Roxborough Park Development - 103 Unit Apartment Building (the "Project")

Borrower: CityHousing Hamilton Corporation ("CHH")

Lender: City of Hamilton ("City")

Type of Loan: \$29,225,000 Construction Financing Loan

1. The upset limit on the term of this loan will not exceed 4 years from the date of the first advance to CHH.
2. Payment Provisions: CHH will receive monthly invoices from the developer (Roxborough Park Inc.) based on the percentage of work completed. The City will advance the funds to CHH (electronically) only after CHH's project manager, the CHH CEO, Director of Housing Services and the City's Director of Financial Planning Administration and Policy have approved the invoice for payment (and verified that the work stated on the invoice has been completed). Monthly invoices will contain a 10% holdback provision.
3. When CHH receives payment of \$6,733,980 for the remnant Roxborough land it is selling to the developer (upon Project completion), this amount will be paid to the City immediately to reduce the Construction Loan Amount.
4. Any mortgage amounts and / or contributions received by CHH from CMHC regarding this Project will be forwarded to the City immediately to reduce the Construction Loan Amount outstanding.
5. After terms #3 and #4 have been applied to the outstanding balance of the Construction Financing Loan and within the term limit of this loan (four years), any outstanding City Construction Loan Amount will be converted by CHH to a conventional 30 or 35-year mortgage with the City acting as guarantor for CHH to obtain third party financing.
6. Construction Loan Interest Rate: 2.43% per annum compounded monthly (2.18% plus .25% administration). Interest will be paid to the City by CHH on a quarter-yearly basis commencing three months after the first advance of funds by the City.
7. Section 4.05 of the Master Development Agreement between CHH and the developer provides that CHH is responsible to obtain financing to fund the full cost of construction of the new CHH building. However, the developer agrees to be responsible for and pay to CHH as and when such costs become due, all costs (i.e. interest and other costs) in connection with the construction financing which are incurred up to the later of:
 - i) the CHH building completion date; and
 - ii) the date that the developer pays the purchase price for the lands being sold by CHH to the developer.
8. Security: The City will be next in priority only to a CMHC registered mortgage or a long-term (greater than 20 years) third party financing.
9. Title Insurance Policy in favour of the City.

TERMS OF LOAN AGREEMENT (City of Hamilton’s external loan guidelines FCS06078(a))

If funding is approved, the legal loan agreement will include the necessary terms as agreed upon by both parties. The following must be included and / or considered during the development of the loan agreement. The list is not exhaustive and can be added to at any time.

- a) The interest rate will be based upon the current serial debenture rate, as provided by the investments section, for the time period that corresponds with the term of the loan. This reflects the equivalent capital cost of the loan. For example, the interest rate for a 10-year loan should be based on the 10-year serial debenture rate.
- b) A 0.25% administration fee will be added to the interest rate.
- c) The term of the loan must not exceed the useful life of the asset.
- d) At a minimum, interest should accrue annually.
- e) Terms of draws and a schedule of draws against the loan.
- f) Late payments charges will be applied as per the City’s policy on late payments.
- f) In the event of non-payment or late payments, the City will follow current protocols on collecting payments on amounts owing.
- h) In case of loan default, the loan agreement must ensure that the applicant’s asset or other security is included as collateral against the loan. The value of the asset or security must be of an equivalent value to the loan.
- i) The City of Hamilton must be recognized on project marketing and promotional material (e.g. City of Hamilton logo).
- j) Any out-of-pocket expenses, such as appraisal costs, incurred for the preparation of the loan agreement, over and above staff costs, will be added to the principal of the loan.
- k) The organization must provide full disclosure, at all times, with respect to issues that will or may affect the completion of the project or the organization’s ability to repay the loan.
- l) Follow-up procedures will also be included in the terms of the agreement. These include:
 - i. The organization must provide a final cost of the project
 - ii. The organization must provide the following annually:
 - 1) Annual financial statements (audited, if available)
 - 2) Budgets and cash flow projections
 - 3) Confirmation of insurance on the asset used as collateral
 - iii. The organization should agree to be available, at the request of the City, to an on-site visit to review the capital expenditure and the applicable financial records.
- m) Any other terms deemed appropriate by City Council, the City Solicitor or City staff.