EXHIBIT H

Regulatory Agreement

LAND COURT SYSTEM) REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL (XX) PICK-UP ( )

Department of Community Services
925 Dillingham Boulevard Suite 200
Honolulu, Hawai'i 96817

Attention: Community-Based Development Division

TITLE OF DOCUMENT:

REGULATORY AGREEMENT: [PROJECT NAME]

PARTIES TO DOCUMENT:

CITY AND COUNTY OF HONOLULU

[SUBRECIPIENT NAME], a [PLACE] nonprofit corporation

PROPERTY DESCRIPTION:

See Exhibit A

TAX MAP KEY NO.: (1) _____

REGULATORY AGREEMENT

[PROJECT NAME]
(TWENTY (20) YEAR TERM)

THIS REGULATORY AGREEMENT (this "**Agreement**") is by and between the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawai'i, the principal place of business and mailing address of which is Honolulu Hale, 530 South King Street, Honolulu, Hawai'i 96813 (the "**City**"), and_____ **[SUBRECIPIENT NAME]**, (the "Subrecipient") _____(EIN), a Hawai'i nonprofit corporation, the principal place of business of which is _____, _____, Hawai'i, 96___ (the "**Subrecipient**").

The City and Subrecipient entered into that certain Subrecipient Agreement dated _____ and identified as Contract No. CT-DCS-_____ (the "**Subrecipient Agreement**"), pursuant to which the City authorized the use of Community Development Block Grant (CDBG) funds to Subrecipient in the amount of _____ AND __NO/100 DOLLARS ($_____.00) (the "**CDBG Funds**") for use by Subrecipient to acquire real property located at _____, _____, Hawai'i 96___, and identified as Tax Map Key No. (1) _____, as more particularly described in Exhibit A attached hereto and made a part hereof (the "**Real Property**").

CDBG Funds will be used to acquire the Real Property and once the acquisition has been completed and the Real Property is ready for occupation, it shall be used as rental housing for _____Insert Scope of Services Here__, in accordance with the CDBG Program and U.S. Department of Housing and Urban Development ("HUD") standards (the "**Project**").

The City and Subrecipient also entered into a CDBG Use Restriction Agreement: [PROJECT NAME], dated _____ and recorded in the State of Hawaii Bureau of Conveyances as Document No. _____ on _____ (the "**Federal URA**"). The purpose of the Federal URA is to secure Subrecipient's performance of its obligations under the Subrecipient Agreement, which addresses CDBG program requirements.

The purpose of this Agreement, as a matter of City policy and not CDBG program requirements, is to impose upon Subrecipient certain obligations to the City to ensure long-term Project operations, using a timeframe that is proportional to the amount of CDBG Funds awarded to the Project.

NOW, THEREFORE, in consideration of the mutual covenants and obligations stated within the Subrecipient Agreement and subject to the terms and conditions hereinafter stated, the parties hereto, for themselves and for their respective successors and assigns, hereby agree as follows:

1. **Term; Release.** This Agreement shall be effective as of the date of completion of the National Objective Period (as defined in the Subrecipient Agreement) and shall terminate **twenty (20) years** thereafter (such period, the "**Term**"). The Term shall be extended for any period of time that the City determines that Subrecipient has not complied with the terms of this Agreement. The length of the extension shall correspond to the time period during which Subrecipient was found to be noncompliant with the terms of this Agreement. Upon request of Subrecipient or its successor in title, made on or after the end of the Term, the City shall execute a recordable instrument approved by the City for the purpose of releasing this Agreement of record. All costs and expenses relating to the preparation and recording of such release shall be paid by the requestor.

2. **Use Agreement**. The Project must be developed and maintained in accordance with all applicable laws. For the Term of this Agreement, Subrecipient agrees to use, operate and manage the Real Property as follows:

   a. The Real Property shall be used exclusively to provide _____ [Insert Project Description]. Further, the Project must be operated in accordance with all applicable laws; dwelling units and other improvements developed or improved with CDBG funds must primarily benefit low- and moderate-income persons; and Subrecipient agrees to acquire and retain evidence of family size and income so that it is evident that at least 51 percent of the households receiving benefits from the Project are households whose income does not exceed low- and moderate-income limits as established HUD for the Term of this Agreement.

   b. Subrecipient shall operate the Real Property in a manner that ensures that services are made available without discrimination based on race, color, national origin, age, sex, religion, familial status, or disability, or on any basis prohibited by federal or State law.

   c. Subrecipient shall comply with the City's "Sexual Harassment Policy for Employer Having a Contract with the City", based on Chapter 1, Article 18, Revised Ordinances of Honolulu 2021, as amended.

3. **Maintenance and Submission of Records**. Subrecipient agrees to obtain and maintain records which evidence compliance with this Agreement. Subrecipient shall provide these records and/or other certifications, statements or records that the City may require to demonstrate compliance within thirty (30) calendar days of the City's request.

4. **Violations; City's Remedies.** If the City determines that Subrecipient is not in compliance with the terms of this Agreement, the City shall provide written notice to Subrecipient. Upon receipt of the City's notice, Subrecipient shall have thirty (30) days to cure the violation, provided that upon a showing of reasonable necessity, the City may in writing extend such period for an additional sixty (60) days. The failure to cure any violation to the City's satisfaction within such thirty (30) day period, as the same may be extended, shall constitute a default hereunder and may result in the imposition of any remedies, administrative actions, and/or sanctions provided under or authorized by applicable law and regulations. The parties further agree that upon any default by Subrecipient, the City may apply to any court, state or federal, for specific performance under this Agreement, and/or for an injunction against violation of this Agreement, since the injury to the City arising from a violation under any terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain.

5. **Covenants to Run with the Land.** Subrecipient hereby subjects or agrees to subject the Project to the covenants, reservations and restrictions set forth in this Agreement, which shall operate as a covenant running with the interest in the Real Property described herein, and shall be binding upon their respective successors and assigns throughout the Term. Throughout the Term, unless this Agreement has been expressly subordinated thereto, each and every contract, deed or other instrument hereafter executed conveying the Real Property or a portion thereof shall expressly provide that such conveyance is subject to this Agreement, provided, however, the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Real Property or a portion thereof provides that such conveyance is subject to this Agreement.

6. **Miscellaneous Provisions.**

   a. Amendment. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and recorded with the appropriate recording agency in the State of Hawaii.

   b. Applicable Law. The provisions of this Agreement shall be interpreted in accordance with the law of the State of Hawaii as that law is construed and amended from time to time.

   c. Assignment. Neither the entire agreement which is stated in this Agreement nor any interest in it may be assigned by any party for any purpose without the prior written consent of each other party.

d. Authorization. Each party warrants to each other party that the individuals executing this Agreement are authorized to do so. Subrecipient and the persons signing for Subrecipient below further represent and warrant that there are no restrictions, agreements, or limitations on Subrecipient's right or ability to enter into and perform the terms of this Agreement.

e. Binding Effect. Upon its execution by each party, this Agreement shall become binding and enforceable according to its provisions. If more than one party is obligated to perform an act by any provisions stated in this Agreement, those parties shall be jointly and severally liable and obligated for the performance of those acts. The rights and obligations of each party named in this Agreement shall bind and inure to the benefit of each party, respectively, and the respective heirs, personal representatives, successors, and assigns of each party.

f. City's Right to Amend. Any provision herein to the contrary notwithstanding, during the term of this Agreement, the City reserves the right, at any time, to amend this Agreement in order to assure compliance with all U.S. Department of Housing and Urban Development (HUD), City and County of Honolulu, State of Hawaii and other applicable statutes, laws and regulations. All such amendments shall be within the general scope of this Agreement. The City shall provide all such amendments in writing to Subrecipient. Subrecipient agrees that it shall immediately take any and all reasonable steps to comply with such amendments and not to jeopardize the CDBG Funds.

g. Consent: Subsequent Agreement. If a subsequent consent required of any party by the provisions of this Agreement is requested by a party, it shall not be unreasonably withheld by the party to whom the request is made.

h. Construction. Each party named in this Agreement acknowledges and agrees that (i) each party is of equal bargaining strength; (ii) each party has actively participated in the negotiation and preparation of this Agreement; (iii) each party has consulted with their respective legal counsel and other professional advisors as each party has deemed appropriate; (iv) each party and the party's legal counsel and advisors have reviewed this Agreement; and (v) each party has agreed to be bound by the terms stated in this Agreement following its review and obtaining advice.

i. Counterparts. The parties hereto agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same Agreement, binding all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Agreement, duplicate, unexecuted, and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

j. Dates. If any dates stated in this Agreement fall on a Saturday, Sunday, or legal holiday, such date shall be the next following business day.

k. Defined Terms. Certain terms where they initially are used in this Agreement are set off by quotation marks enclosed in parentheses and are subsequently capitalized. Those designated terms shall have the same meaning throughout this Agreement, unless otherwise specifically stated or clearly inappropriate in the context.

l. Force Majeure. If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to an act of God, public enemy, or war, fire, an act or failure to act of a government entity (except on the part of the City), unavailability of materials, or actions by or against labor unions, it shall not be in default in the performance of its obligations stated in this Agreement. PROVIDED, HOWEVER, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten (10) days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted.

m. Gender: Number. In this Agreement, the use of any gender shall include all genders and the use of any number in reference to nouns and pronouns shall include the singular or plural, as the context dictates.

n. Independent Contractor/Non-Agency. The parties acknowledge that Subrecipient is an independent contractor, and neither party hereto is a partner, agent and/or employee of the other.

o. Integration. This Agreement contains all of the provisions of the agreement between the parties pertaining to the subject matter stated in this Agreement. Each party acknowledges that no person or entity made any oral or written representation on which a party has relied as a basis to enter into the agreement stated in this Agreement which is not included as a provision in it.

p. Legal Action and Fees. In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable expenses, including attorneys' fees and costs.

q. No Drafter. No party shall be deemed to have drafted this Agreement. No provision stated in this Agreement shall be construed against any party as its drafter.

r. No Obligations to Third Parties. Unless there is a provision stated in this Agreement to the contrary, the execution and delivery of this Agreement shall not confer rights on any person or entity except the parties or obligate the party to any person or entity except another party.

s. No Offer. The provisions stated in this Agreement shall not bind any party until each party has executed it. The mere delivery of this Agreement is not an offer.

t. No Waiver. No consent or waiver, expressed or implied, by either party to or of any breach or default by the other party in the performance of its obligations hereunder, shall be valid unless in writing. No such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of any other obligations of such party hereunder. The failure of any party to declare the other party in default shall not constitute a waiver by such party of its rights hereunder, irrespective of how long such failure continues.

u. Notice. Any notice required or permitted by the provisions of this Agreement to be given by a party to any other party, shall be written and either shall be delivered personally or mailed postage prepaid by certified mail, return receipt requested, to each other party at the address and to the person designated by each party, stated below. No other method of notice shall be effective.

1. CITY AND COUNTY OF HONOLULU

Department of Community Services
Community Based Development Division
925 Dillingham Boulevard, Suite 200
Honolulu, Hawai'i 96817

With a copy to:

CITY AND COUNTY OF HONOLULU
Department of Budget and Fiscal Services
Federal Grants Unit, Post-Monitoring
925 Dillingham Boulevard, Suite 240
Honolulu, Hawai'i 96817

2. [SUBRECIPIENT NAME]
ADDRESS
_____, Hawaii _____
Attention: _____

With a copy to: (Insert if Applicable)

_____
_____
_____
_____

v. Paragraph Titles. The titles of provisions stated in this Agreement are included only for the convenience of the parties. They shall not be considered in the construction of the provisions stated in this Agreement.

w. Required Actions by the Parties. Each party named in this Agreement agrees to execute the Agreement and to diligently undertake the acts necessary to consummate the transaction contemplated by this Agreement. Each party shall use its best efforts to so consummate the transaction contemplated by this Agreement.

x. Severability. If any provision stated in this Agreement subsequently is determined to be invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remaining provisions stated in this Agreement unless that effect is made impossible by the absence of the omitted provision.

y. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and

assigns of the parties hereto (as permitted pursuant to the provisions of this Agreement).

z. Survival. Any representation and warranty stated in this Agreement made by a party shall survive the termination of the agreement stated in this Agreement, unless otherwise specifically stated.

aa. Time is of the Essence. Time is of the essence with respect to SUBRECIPIENT's obligations under this Agreement.

[Remainder of Page Left Blank Intentionally]

Regulatory Agreement: PROJECT NAME
SUBRECIPIENT NAME
City and County of Honolulu
Tax Map Key No. (1) _____

The City and SUBRECIPIENT have executed this Agreement as of _____.

APPROVED AS TO CONTENT
Department of Community Services

_____
Director

CITY AND COUNTY OF HONOLULU

By _____
Name: Andrew T. Kawano
Title: Director of Budget & Fiscal Services

APPROVED AS TO FORM AND LEGALITY

_____
Deputy Corporation Counsel

NAME OF NONPROFIT

_____
Authorized Subrecipient Official

Name:_____

Title:_____

STATE OF HAWAI'I)
) SS:
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, _____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that (s)he is the _____ of the City and County of Honolulu, Department of Budget and Fiscal Services, and that the foregoing instrument as it is executed in the name and behalf of said City and County of Honolulu, by and through its Department of Budget and Fiscal Services, by _____as its _____, and said _____ acknowledged said instrument to be the free act and deed of said City and County of Honolulu, by and through its department of Budget and Fiscal Services by authority of the City Council of the City and County of Honolulu.

_____
Type or print name: _____
Notary Public, State of Hawai'i

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Regulatory Agreement – [Project's Name]

☐ Doc. Date: _____ or ☐ Undated at time of notarization.

No. of Pages: _____ Jurisdiction: First Circuit (in which notarial act is performed)

_____
Signature of Notary Date of Notarization and Certification Statement

_____ (Official Stamp or Seal)
Printed Name of Notary

STATE OF HAWAI'I)
) SS:
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, _____, before me appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument identified or described as the Regulatory Agreement, as the free act and deed of such person(s), and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

_____
Type or print name: _____
Notary Public, State of Hawai'i

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Regulatory Agreement – [Project's Name]

☐ Doc. Date: _____ or ☐ Undated at time of notarization.

No. of Pages: _____ Jurisdiction: First Circuit
(in which notarial act is performed)

_____
Signature of Notary Date of Notarization and Certification Statement

_____ (Official Stamp or Seal)
Printed Name of Notary