

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE**

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November 24, 2025

Scott McBride, City Manager
City of Merced
678 West 18th Street
Merced, CA 95340

Cullen Davis, Chief Executive Officer
UP Holdings California, LLC
6083 North Figarden Drive #656
Fresno, CA 93722

Thomas J. Collishaw, President and Chief Executive Officer
Self-Help Enterprises
8445 West Elowin Court
Visalia, CA 93291

Dear Scott McBride, Cullen Davis, and Thomas J. Collishaw:

**RE: Conditional Award Commitment and Acceptance of Terms and Conditions
Homekey+ Program, Notice of Funding Availability (NOFA), Fiscal Year 2024/2025
City of Merced, UP Holdings California, LLC, and Self-Help Enterprises –
Mercy Village
Contract No. 25-HK+-18754**

The California Department of Housing and Community Development (“**Department**” or “**HCD**”) issued a Homekey+ Program, Notice of Funding Availability on November 26, 2024, and subsequently amended it on January 31, 2025, and August 7, 2025. The Department is now pleased to inform you of this conditional award to City of Merced, UP Holdings California, LLC, and Self-Help Enterprises (“**Awardees**”). This conditional award is a grant in the amount of \$28,257,013 (the “**Conditional Award**”) for the above-referenced project (the “**Project**”) and includes the following:

Program	Award Amount	Contract Number
Capital Award	\$26,454,012	25-HK+-18754
Relocation Award	\$0	25-HK+-18754
Operating Award	\$1,203,001	25-HK+-18754
Veteran Units Additional Operating Award	\$600,000	25-HK+-18754
Homekey+ Award Total	\$28,257,013	

This Homekey+ Program NOFA award is under a media and public announcement embargo until released by the Office of the Governor or otherwise notified by HCD staff. HCD will provide updates on the timing of the public award announcement and provide a social media toolkit and a quote from the HCD Director for use in local media releases.

The Conditional Award is based on and subject to the Applicant Representations and the Terms and Conditions of Conditional Award, both as further specified and described in this

notice of the Conditional Award (the “**Conditional Award Commitment**”). This Conditional Award may only be accepted by timely delivery of a fully executed Acceptance of Terms and Conditions of Conditional Award form to the Department (an executed copy of this form is enclosed herein).

I. Applicant Representations – Basis of Conditional Award

In response to the above-mentioned NOFA, the Awardee(s) submitted an application for grant funding of the Project (that application, and all communications and documentation submitted to the Department in support thereof, the “**Application**”).

The Department is making this Conditional Award to the Awardee(s) on the basis of, and in reliance upon, the representations, warranties, projections, and descriptions that the Awardee(s) submitted as part of the Application (the “**Applicant Representations**”).

The Department may rescind this Conditional Award if the Department discovers, at any time prior to disbursement of the Conditional Award, that the Applicant Representations included material misrepresentations or omissions, regardless of whether or not such misrepresentations or omissions were innocent, unintentional, and/or based upon belief.

II. Terms and Conditions of Conditional Award

TIME IS OF THE ESSENCE IN THE SATISFACTION OF THESE TERMS AND CONDITIONS OF CONDITIONAL AWARD.

The Department may rescind this Conditional Award if any of the terms and conditions enumerated in this Section II (the “**Terms and Conditions of Conditional Award**”) are not timely satisfied. The Terms and Conditions of this Conditional Award and their corresponding timelines are described below.

If the Terms and Conditions of this Conditional Award are timely satisfied, the Department will (i) promptly provide a written notification to the Awardee(s) via electronic mail; and (ii) circulate an executed copy of an STD 213, Standard Agreement, for all appropriate signatures and approvals in accordance with the timeline specified in Section III of this Conditional Award Commitment.

All timelines shall be calculated in calendar days. Any deadline falling on a weekend or State of California holiday shall be extended to the next business day.

A. Timely Execution of Acceptance of Terms and Conditions of Conditional Award Form

The Awardee(s) shall execute and deliver a copy of the enclosed Acceptance of Terms and Conditions of Conditional Award to the Department within ten (10) calendar days of the date of this Conditional Award Commitment. The Department will deem this condition to be unsatisfied if it receives an executed Acceptance of Terms and Conditions of Conditional Award that has been substantively modified,

altered, or amended in any way. The signed Acceptance of Terms and Conditions of Conditional Award form must be submitted to Homekey@hcd.ca.gov.

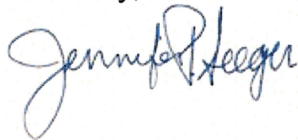
III. Delivery of Standard Agreement

In an effort to be responsive to each Awardee's closing needs and to ensure timely commitment of funds, the Department commits to delivering an executed copy of the Standard Agreement relative to this Conditional Award after receiving all required documents, including all legally sufficient Authorization and Organizational Documents, in connection with this Project and as applicable.

Your contract is assigned to a Single Point of Contact (SPOC), Catherine Kungu, Tribal and Special Programs Section Chief, Tribal and Special Programs Branch, at (916) 776-7631 or Catherine.Kungu@hcd.ca.gov, which will serve as your contact for any and all inquiries related to the development and execution of the Standard Agreement. If this project has previously received funding from HCD, this new award will be referred to the same contact as your previous award to minimize the points of contact from within HCD. You will receive an email from your SPOC upon receipt of your signed Acceptance of Terms and Conditions of Conditional Award. In the meantime, should you have any changes to the status or make up of your project we ask that you communicate these changes as soon as possible to your assigned SPOC.

Congratulations on your successful application. For further information, please contact your SPOC as outlined in Section III above.

Sincerely,



Jennifer Seeger
Deputy Director
Division of State Financial Assistance

Enclosure: Acceptance of Terms and Conditions of Conditional Award form

California Department of Housing and Community Development (HCD)

**Homekey+ Program
Notice of Funding Availability (NOFA)**

Acceptance of Terms and Conditions of Conditional Award

City of Merced, UP Holdings California, LLC, and Self-Help Enterprises ("**Awardees**")
Mercy Village ("**Project**")

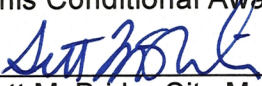
Homekey+ Program NOFA award totaling \$28,257,013 ("**Conditional Award**"), as detailed below:

Program	Award Amount	Contract Number
Capital Award	\$26,454,012	25-HK+-18754
Relocation Award	\$0	25-HK+-18754
Operating Award	\$1,203,001	25-HK+-18754
Veteran Units Additional Operating Award	\$600,000	25-HK+-18754
Homekey+ Award Total	\$28,257,013	

By signing this Acceptance of Terms and Conditions of Conditional Award, the Awardee acknowledges having read and fully understood the terms and conditions of the Conditional Award Commitment, dated November 24, 2025, in connection with the Project.

This Homekey+ Program NOFA award is under a media and public announcement embargo until released by the Office of the Governor or otherwise notified by HCD staff. HCD will provide updates on the timing of the public award announcement and provide a social media toolkit and a quote from the HCD Director for use in local media releases.

In addition, the Awardee(s) must acknowledge that it has reviewed and verified the accuracy of the project report prepared by the Department no later than ten (10) calendar days of the date of this Conditional Award Commitment.



Scott McBride, City Manager
City of Merced

12/1/25

Date

Cullen Davis, Chief Executive Officer
UP Holdings California, LLC

Date

Thomas J. Collishaw, President and Chief Executive Officer
Self-Help Enterprises

Date

**** For HCD Use Only ****

- ☐ Authorized Representatives Verified
☐ All Parties Signed
Date Received: _____