

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

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Quint & Thimmig LLP
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TERMINATION AGREEMENT

by and among the

COUNTY OF CONTRA COSTA, CALIFORNIA

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee,**

and

CAMARA HOUSING ASSOCIATES, L.P.

dated as of October 1, 2017

**relating to five separate
Regulatory Agreements and Declarations of Restrictive Covenants,
each dated as of November 1, 2000, each among the
County of Contra Costa,
Camara Housing Associates, L.P. and
Wells Fargo Bank, National Association, as Trustee**

TERMINATION AGREEMENT

This TERMINATION AGREEMENT, dated as of October 1, 2017 (the "Agreement"), is by and among the COUNTY OF CONTRA COSTA, CALIFORNIA, a political subdivision and body corporate and politic, duly organized and existing under the laws of the State of California (the "County"), WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee (the "Trustee"), and CAMARA HOUSING ASSOCIATES, L.P., a California limited partnership (the "Borrower").

RECITALS:

WHEREAS, pursuant to an Indenture, dated as of November 1, 2000, between the County and Wells Fargo Bank, National Association, as trustee (the "Trustee"), the County issued its County of Contra Costa Multifamily Housing Revenue Bonds (Camara Circle Apartments), 2000 Series A (the "Bonds"); and

WHEREAS, the proceeds of the Bonds were loaned by the County to the Borrower (the "Loan") pursuant to a Loan Agreement, dated as of November 1, 2000 (the "Loan Agreement"), among the County, the Trustee and the Borrower, and the Borrower used proceeds of the Loan to finance a multifamily rental housing facility known as Camara Circle Apartments (the "Project"); and

WHEREAS, in connection with the issuance of the Bonds, the County, the Trustee and the Borrower entered into (a) a Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2017 (the "2501 and 2537 Camara Circle Regulatory Agreement") and recorded on November 30, 2000 in the official records of the County of Contra Costa, State of California, as Instrument No. DOC-2000-0268392-00, (b) a Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2017 (the "2530 and 2536 Camara Circle Regulatory Agreement") and recorded on November 30, 2000 in the official records of the County of Contra Costa, State of California, as Instrument No. DOC-2000-0268393-00, (c) a Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2017 (the "2549 and 2555 Camara Circle Regulatory Agreement") and recorded on November 30, 2000 in the official records of the County of Contra Costa, State of California, as Instrument No. DOC-2000-0268394-00, (d) a Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2017 (the "2554 Camara Circle Regulatory Agreement") and recorded on November 30, 2000 in the official records of the County of Contra Costa, State of California, as Instrument No. DOC-2000-0268395-00, and (e) a Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2017 (the "2566 Camara Circle Regulatory Agreement") and recorded on November 30, 2000 in the official records of the County of Contra Costa, State of California, as Instrument No. DOC-2000-0268396-00 (collectively, the "Regulatory Agreements"), which Regulatory Agreements set forth certain terms and conditions relating to the operation of the Project;

WHEREAS, the Borrower is selling the Project to Carena Associates, L.P., a California limited partnership (the "New Owner"), and is using a portion of the proceeds of the sale of the Project to fully prepay the Loan, which prepayment will result in the redemption of the Bonds in whole; and

WHEREAS, in order to obtain the funds to acquire the Project from the Borrower, the New Owner is obtaining a loan (the "2017 Borrower Loan") from the County, which is issuing its County of Contra Costa Multifamily Housing Revenue Bonds (Carena Scattered Site Renovation),

Series 2017A (the "2017 Bonds") and using the proceeds of the 2017 Bonds to make the 2017 Borrower Loan; and

WHEREAS, in connection with the incurrence of the 2017 Bonds and the 2017 Borrower Loan, the County and the New Owner are entering into five separate Regulatory Agreements and Declarations of Restrictive Covenants (collectively, the "New Regulatory Agreements"), which New Regulatory Agreements set forth terms and conditions relating to the operation of the Project, including provisions substantially the same as those in Sections 2, 3 and 4 of the Regulatory Agreements, and are for a term at least as long as the remaining term of the Regulatory Agreements; and

WHEREAS, the County and the New Owner have agreed to make the owners of the Bonds beneficiaries of the New Regulatory Agreements, so that the New Regulatory Agreements can supplant the Regulatory Agreements upon their execution and the defeasance of the Bonds; and

WHEREAS, the County and the Trustee have received the opinion of Bond Counsel (as defined in the Indenture) to the effect that the execution and delivery of this Agreement and the New Regulatory Agreements, and the termination of the Regulatory Agreements as provided herein, will not adversely affect the exclusion of the interest on the Bonds from the gross incomes of the owners of the Bonds; and

WHEREAS, the County and the Borrower now desire to provide for the termination of the Regulatory Agreements as provided herein, and have requested that the Trustee execute this Agreement.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

Section 1. Termination.

(a) The County, the Trustee and the Borrower hereby agree that the Regulatory Agreements shall cease and terminate.

(b) In accordance with the foregoing, (i) the 2501 and 2537 Camara Circle Regulatory Agreement recorded November 30, 2000, as Instrument No. DOC-2000-0268392-00 in the Official Records of Contra Costa County, State of California, is hereby terminated and is of no further force and effect; (ii) the 2530 and 2536 Camara Circle Regulatory Agreement recorded November 30, 2000, as Instrument No. DOC-2000-0268393-00 in the Official Records of Contra Costa County, State of California, is hereby terminated and is of no further force and effect; (iii) the 2549 and 2555 Camara Circle Regulatory Agreement recorded November 30, 2000, as Instrument No. DOC-2000-0268394-00 in the Official Records of Contra Costa County, State of California, is hereby terminated and is of no further force and effect; (iv) the 2554 Camara Circle Regulatory Agreement recorded November 30, 2000, as Instrument No. DOC-2000-0268395-00 in the Official Records of Contra Costa County, State of California, is hereby terminated and is of no further force and effect; and (v) the 2566 Camara Circle Regulatory Agreement recorded November 30, 2000, as Instrument No. DOC-2000-0268396-00 in the Official Records of Contra Costa County, State of California, each are hereby terminated and each are of no further force and effect.

(c) From and after the date hereof, none of the County, the Trustee or the Borrower shall have any further rights or obligations under the Regulatory Agreements.

Section 2. Execution in Counterparts. This Termination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Termination Agreement as of the day and year first written above.

COUNTY OF CONTRA COSTA, CALIFORNIA

By: _____
John Kopchik,
Director, Department of
Conservation and Development

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Signatory

CAMARA HOUSING ASSOCIATES, LP,
a California limited partnership

By: Resources for Community Development,
a California nonprofit public benefit corporation,
its general partner

By: _____
Daniel Sawislak, Executive Director

The foregoing Termination Agreement is
hereby consented to:

CITIBANK, N.A., successor by merger to
CITIBANK, F.S.B.

By: _____
Andrew Lee,
Vice President

03009.06:J14794

[Signature page to Termination Agreement for Camara Circle Apartments]

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ } ss.

On _____, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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County of _____ } ss.

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Notary Public

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WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

EXHIBIT A

LEGAL DESCRIPTIONS